



Southwest Ranches Town Council

REGULAR MEETING

Agenda of February 25, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

Mayor Steve Breitkreuz	Town Council Jim Allbritton Gary Jablonski David Kuczenski	Town Administrator Andrew D. Berns, MPA	Town Attorney Keith M. Poliakoff, J.D.
Vice Mayor Bob Hartmann		Town Financial Administrator Martin Sherwood, CPA CGFO	Assistant Town Administrator/Town Clerk Russell C. Muniz, MPA

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**

Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and

place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

3. Waiver of Plat No. WP-27-20

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-27-20 TO SUBDIVIDE 4.42 NET ACRES OF PROPERTY INTO TWO LOTS OF 2.0 AND 2.42 ACRES; GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE MUSTANG AND APPALOOSA TRAILS INTERSECTION; LEGALLY DESCRIBED AS THE SOUTH HALF OF TRACT 37, LESS THE SOUTH 40 FEET AND LESS THE EAST 20 FEET THEREOF, SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING SITUATE IN BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE. {Tabled from February 11, 2021}

4. Resolution Approving the Asad Residence Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-55-20, THE ASAD RESIDENCE PLAT, COMPRISING 1 SINGLE-FAMILY DWELLING LOT ON 4.59 ACRES; GENERALLY LOCATED ON THE NORTH SIDE OF STIRLING ROAD APPROXIMATELY 500 FEET EAST OF HOLATEE TRAIL; 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.

5. Public Comment

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

6. Board Reports

7. Council Member Comments

8. Legal Comments

9. Administration Comments

Ordinance - 1st Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONCERNING WATER PROTECTION AND CONSERVATION; PROVIDING FOR LANDSCAPE IRRIGATION RESTRICTIONS AND EXEMPTIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR ADMINISTRATIVE VARIANCE RELIEF; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER PIGGYBACKING OFF OF THE CITY OF FORT LAUDERDALE'S AGREEMENT WITH E-SCIENCES INCORPORATED FOR ENVIRONMENTAL PERMITTING SERVICES IN THE AMOUNT OF TWENTY-ONE THOUSAND SIX HUNDRED FORTY DOLLARS AND ZERO CENTS (\$21,640.00) FOR THE TOWN'S ANNUAL REPORT REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NUMBER FLS000016-004; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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.

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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
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 2/25/2021
SUBJECT: Waiver of Plat No. WP-27-20

Recommendation

Motion to approve the resolution.

Strategic Priorities

Background

Petitioner requests Waiver of Plat approval to subdivide 4.42 acres into two parcels of 2.0 acres (North Parcel "A") and 2.42 acres (South Parcel "B"). Proposed Parcel "A" is undeveloped. The existing house, barn and two sheds are located on proposed Parcel "B". The property is zoned Rural Ranches district, which requires a minimum 2.0 net acres of lot area.

Please refer to the staff report for additional information.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description

February 25, 2021 Regular Meeting

Upload Date

Type

Resolution - TA Approved	2/11/2021	Resolution
Staff report	1/12/2021	Backup Material
Survey with proposed lot split (Preferred Option)	1/12/2021	Exhibit
Survey with alternative lot line configuration	1/12/2021	Exhibit
Mail Notice Map	2/11/2021	Exhibit
Mail Notice List	2/11/2021	Exhibit

RESOLUTION NO. 2021-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-27-20 TO SUBDIVIDE 4.42 NET ACRES OF PROPERTY INTO TWO LOTS OF 2.0 AND 2.42 ACRES; GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE MUSTANG AND APPALOOSA TRAILS INTERSECTION; LEGALLY DESCRIBED AS THE SOUTH HALF OF TRACT 37, LESS THE SOUTH 40 FEET AND LESS THE EAST 20 FEET THEREOF, SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING SITUATE IN BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 115-070 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires Town Council approval of a Plat or Waiver of Plat Application prior to the subdivision of a parcel; and

WHEREAS, at a duly noticed public hearing held on February 25, 2021 the Town Council reviewed Waiver of Plat Application No. WP-27-20 by Marianne Allen ("Petitioner") to subdivide 4.48 net acres into two lots of 2.0 and 2.42 acres; and

WHEREAS, the proposed subdivision complies with the minimum lot size and dimensional requirements of the effective land use plan and zoning designations, has legal and sufficient access, and will not create or exacerbate any nonconformities with the development standards of the ULDC.

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, at a duly noticed public hearing held on February 25, 2021, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-

27-20 to subdivide the property described in Exhibit "A" attached hereto and made a part hereof, into two parcels described and depicted in Exhibit "B" attached hereto and made a part hereof.

Section 3. The existing 24.5'x12' and 10'x15.7 wood sheds shown on the Petitioner's as-built survey from Atlantic Coast Surveying Co., dated 09/17/20, and located 3.6' and 12.9' respectively from the west property line, are farm structures that do not conform to the minimum side setback requirement of the ULDC. Upon cessation of the property's agricultural property tax exemption, the northernmost structure measuring 24.5'x12' shall be removed and the southernmost structure measuring 10'x15.7' shall be removed or relocated via building permit in conformity with minimum setback requirements of the ULDC pending a Town determination that it is structurally sound for relocation.

Section 4. 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 5. This approval shall expire 180 days from the date of approval if this Resolution is not first recorded in the Public Records of Broward County, Florida.

Section 6. This Resolution shall become effective upon its recordation.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____ 2021, on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczinski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

37950452.1

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Exhibit "A"

Parent Tract Legal Description

THE SOUTH HALF OF TRACT 37, LESS THE SOUTH 40 FEET AND LESS THE EAST 20 FEET THEREOF, SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING SITUATE IN BROWARD COUNTY, FLORIDA

Exhibit "B" (Alternative 1)

Legal description of Subdivided Lots

PARCEL A

LEGAL DESCRIPTION:

THE NORTH 280.93 FEET OF THE SOUTH 1/2 OF TRACT 37, LESS THE EAST 20 FEET THEREOF, SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF THE EVERGLADES SUGAR AND LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL B

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF TRACT 37, LESS THE NORTH 280.93 FEET, LESS THE SOUTH 40 FEET AND LESS THE EAST 20 FEET THEREOF, SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF EVERGLADES SUGAR AND LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

Exhibit "B" (Alternative 2)

Legal description of Subdivided Lots

PARCEL A

LEGAL DESCRIPTION:

THE NORTH 281.56 FEET OF THE SOUTH ½ OF TRACT 37, LESS THE WEST 40.61 FEET OF THE SOUTH 4.84 FEET; LESS THE EAST 20 FEET THEREOF, SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF THE EVERGLADES SUGAR AND LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL B

LEGAL DESCRIPTION:

THE SOUTH ½ OF TRACT 37, LESS THE NORTH 281.56 FEET, LESS THE SOUTH 40 FEET AND LESS THE EAST 20 FEET THEREOF; TOGETHER WITH THE WEST 40.61 FEET OF THE SOUTH 4.84 FEET OF THE NORTH 281.56 FEET OF THE SOUTH HALF OF TRACT 37, SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF EVERGLADES SUGAR AND LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

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TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

February 11, 2021

SUBJECT: Waiver of Plat Application WP-27-20

LOCATION: 12701 Mustang Trail; located at the northwest corner of the Mustang Trail and Appaloosa Trail intersection.

**OWNER/
PETITIONER:** Marianne Allen

AGENT: Karla Ramcharitar, KR Consultants

**LAND USE PLAN
DESIGNATION:** Rural Ranch

ZONING: Rural Ranches

PUBLIC NOTICE: Legal notice in newspaper and mail notice within 1,500-foot radius

EXHIBITS: Staff Report, surveys, notification map, and mailing list.

BACKGROUND AND ANALYSIS

The Petitioner requests approval of a Waiver of Plat to subdivide 4.42 acres ("Property") into two parcels of 2.0 acres (North Parcel "A") and 2.42 acres (South Parcel "B"). Proposed Parcel A is undeveloped. The existing house, barn and two sheds are located on proposed Parcel B. Both proposed parcels satisfy the minimum 2.0 net acres of required lot area and well exceed the minimum 125 feet of lot width required in the Rural Ranches district.

Proposed Parcel A has potential access to both Mustang Trail and Appaloosa Trail, and proposed Parcel B has access to Appaloosa Trail. The subdivision will not cause the improvements on Parcel B to exceed the maximum plot coverage allowance. No additional right-of-way is required for either roadway.

The Application proposes a straight property line running east to west that leaves a 20.8-foot setback to the northernmost shed, whereas a minimum 25-foot rear setback is required. The Petitioner requests the Council approve this configuration on the basis that the shed is and will continue to be a farm building, which is exempted by state law from setback requirements. The Town Attorney has opined that the Council may approve this configuration given that proposed Parcel B is a farm, but is not obligated to approve it under the Right to Farm Act since the Petitioner would be creating this situation via subdivision.

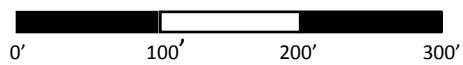
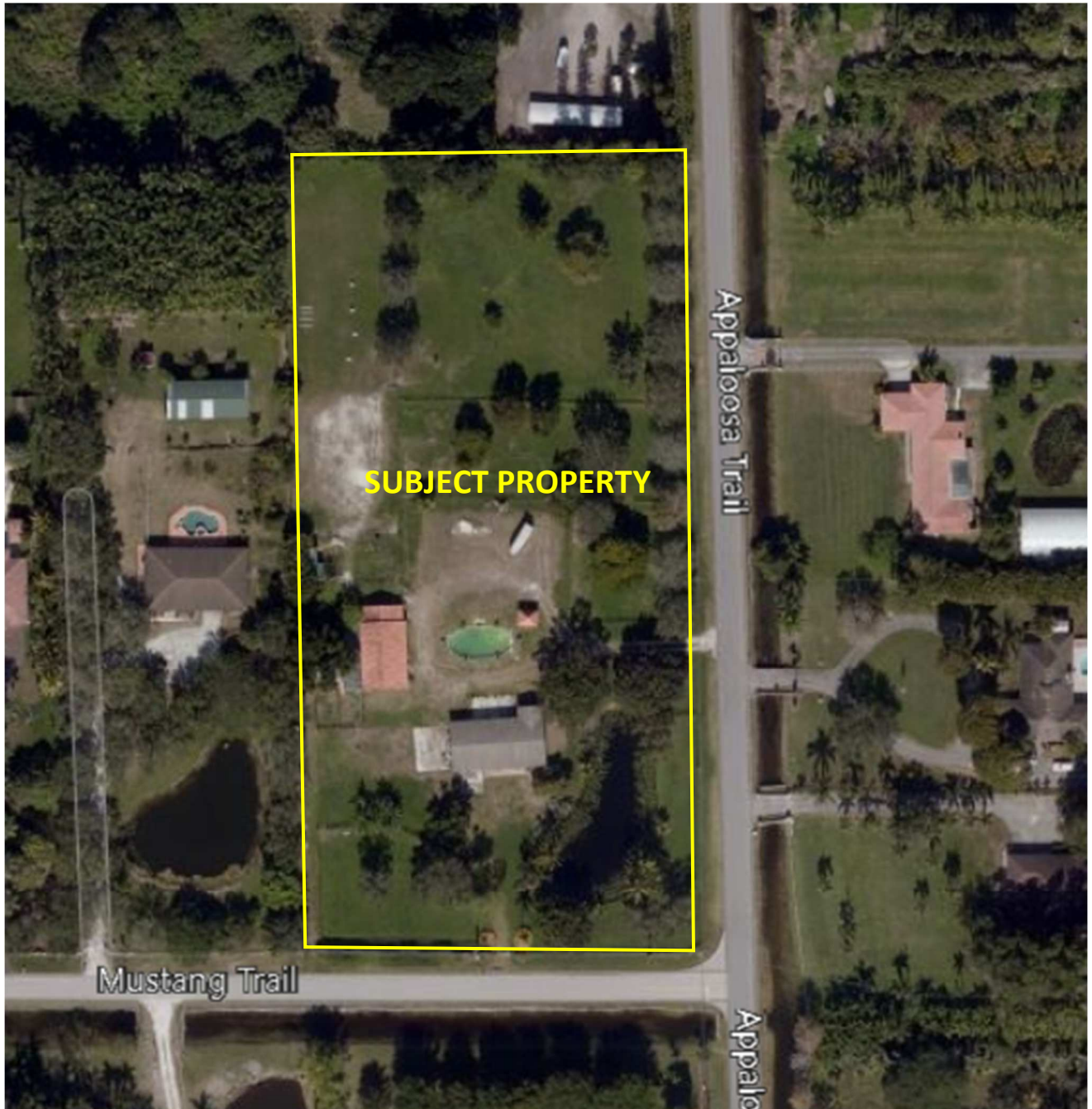
In the event that Council does not approve the requested property line configuration, the Application includes an alternative configuration that jogs the proposed property line to accommodate the 25 foot rear setback that is required for non-farm buildings.

Letters of no objection are on file from all applicable utilities, including Central Broward Water Control District.

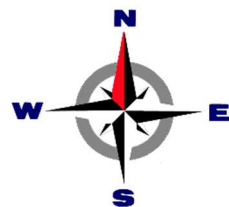
RECOMMENDATION

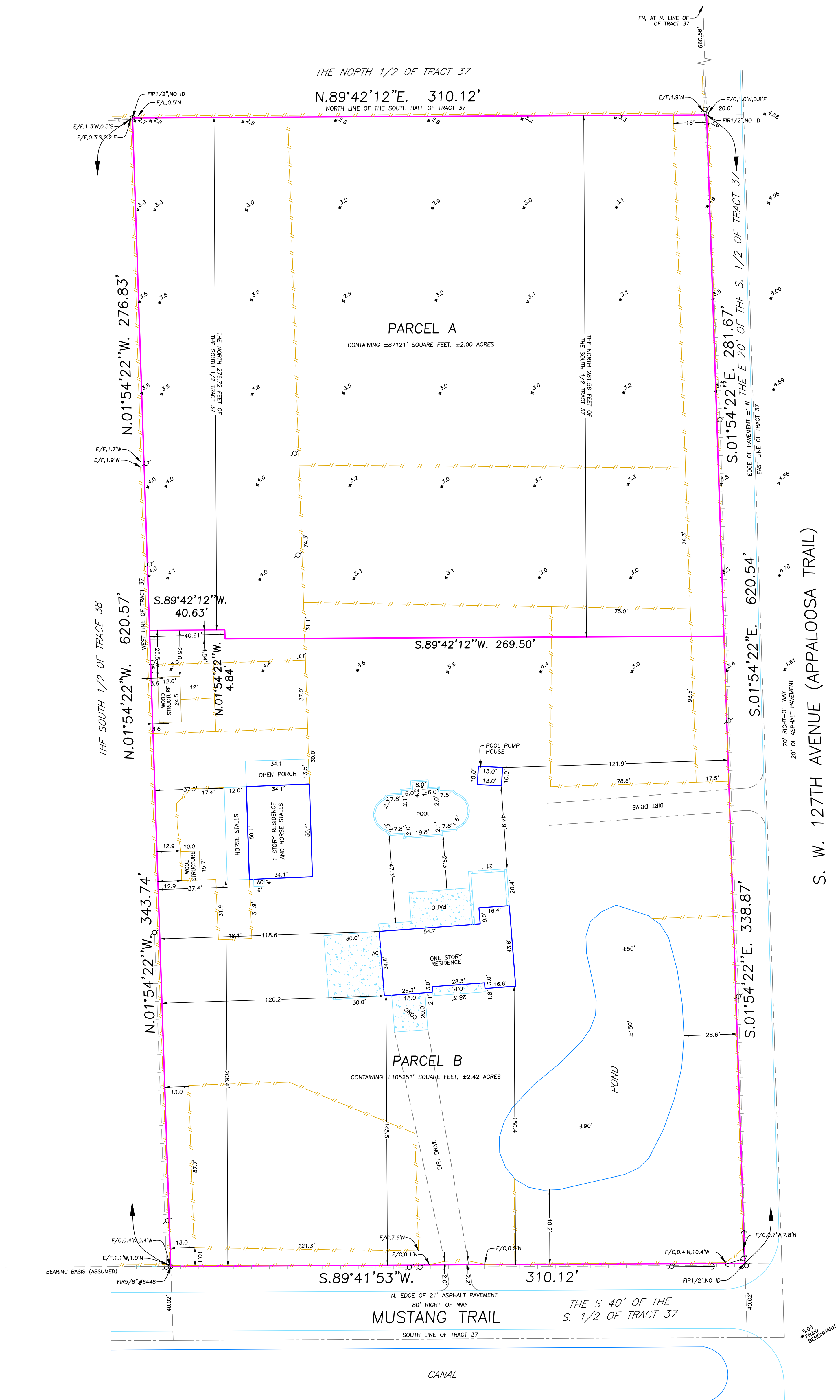
Staff recommends approval of Application No. WP-27-20. Pursuant to ULDC Sec. 115-090, the approval of Application No. WP-27-20 shall not become effective until the resolution approving the Application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.

WAIVER OF PLAT APPLICATION NO. WP-27-20
LOCATION MAP AND AERIAL



Graphic Scale





PARCEL A
LEGAL DESCRIPTION
THE N. 281.56 FEET OF THE SOUTH 1/2 OF TRACT 37, LESS THE WEST 40.61 FEET OF THE SOUTH 4.84 FEET, LESS THE EAST 20 FEET THEREOF, SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF EVERGLADES SUGAR & LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL B
LEGAL DESCRIPTION
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PARENT PARCEL
LEGAL DESCRIPTION
THE SOUTH 1/2 OF TRACT 37, LESS THE SOUTH 40 FEET AND LESS THE EAST 20 FEET THEREOF, SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF EVERGLADES SUGAR & LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

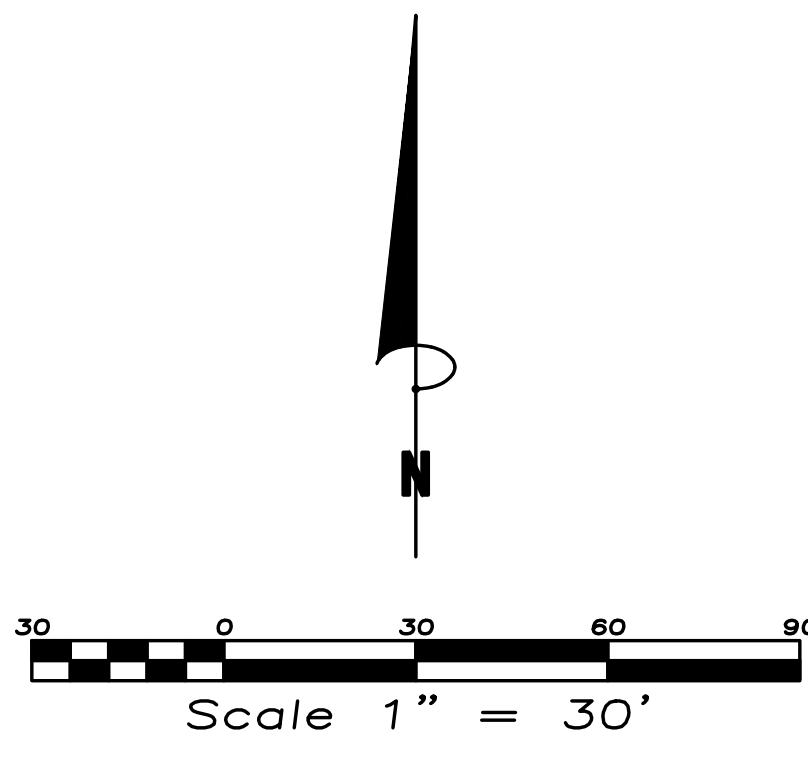
CERTIFIED TO:
MARIANNE ALLEN
PROPERTY ADDRESS
12701 MUSTANG TRAIL
SOUTHWEST RANCHES, FL 33330
BOUNDARY SURVEY
INVOICE #9024WP
SURVEY DATE 09/17/20
FLOOD ZONE AH-4
MAP DATE 08/18/14
MAP NUMBER 125093 0540H

SURVEYOR'S NOTES
1. BASIS OF BEARINGS AS INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE SHOWN.
6. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
7. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
8. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
9. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
10. EXISTING CORNERS FOUND OFF WITNESS PROPERTY CORNERS
11. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
12. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THEN THOSE SHOWN HEREON.

ABBREVIATIONS
BC BUILDING CORNER
C CALCULATED
M MEASURED
N.T.S. NOT TO SCALE
OP OFFICIAL RECORDS BOOK
ORB OPEN PORCH
PC POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PC POINT OF REVERSE CURVE
PRC PERMANENT INTERFERENCE MONUMENT
P.M. POINT OF MONUMENT
E/F END OF FENCE
EW END OF WATER
F/F FENCE CORNER
F/L FENCE LINE
F/P FOUND IRON PIPE
F/R FOUND IRON ROD
FN FOUND NAIL
FN&D FOUND NAIL & DISC
RAD RECORD
RAD RECORD
S&D SET NAIL & DISC # 5495
SP SCREENED PITCH
SP&C SET 1/2" PIN & CAP # 5495

LEGEND
CABLE JUNCTION BOX
CATCH BASIN
CLEAN OUT
CONTROL VALVE
ELECTRIC SERVICE
FIRE HYDRANT
FP&L PAD
GUY ANCHOR
MANHOLE
POOL EQUIPMENT
POWER/LIGHT POLE
SPRINKLER SYSTEM
WATER METER
WATER VALVE
WELL
BRICK PAVERS
CENTERLINE
CONCRETE/CHAT
CONCRETE WALL
ELEVATION
METAL FENCE
OVERHEAD WIRES
WOOD DECK/DOCK
WOOD FENCE

ATLANTIC COAST SURVEYING, INC.
PAUL J. STOWELL
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION NO. 5241
ATLANTIC COAST SURVEYING, INC.
6129 STIRLING RD SUITE 2 DAVE, FLORIDA 33314
OFFICE: 954.587.2100 FAX: 954.587.5418







12701 Mustang Trail Location Map



A horizontal number line representing distance in miles. It starts at 0 on the left and ends at 0.2 on the right. Major tick marks are labeled at 0, 0.05, 0.1, and 0.2. There are 10 equal intervals between 0 and 0.1, and 2 equal intervals between 0.1 and 0.2. This means there are tick marks every 0.01 miles. The label "0.2 Miles" is placed at the right end of the line.

Legend

-  Subject Property
 1,500 Ft. Buffer
 Parcels
 Southwest Ranches Boundary

NAME_LINE_	NAME_LINE1
FLORIDA CHARTER FOUNDATION INC	
BELLOSO,ENRIQUE A	VIVAS,ALEJANDRA C
SHTERENVASER,JULIE	
CALLAGHAN,STEPHEN & SHOBHNA	
ARCHDIOCESE OF MIAMI	SCHOTT MEMORIAL CTR FOR THE DEAF
GARCIA-MARTINEZ,MAYRA	MARTINEZ,JULIO A
JANCO,BILL DAVID	JANCO,SAIPORN
GRAVERAN INVESTMENT LLC	
PARRISH,LORI N	COHEN,GEOFFREY D ETAL
LOPEZ,CLAUDIA M	
INVESTMENT MANAGEMENT MARLA LLC	
PERFECT CHOICE NURSERY CORP	
DEWEY,MARK	
MILESTONE,SCOTT A	
GISSIN,STEVEN	GISSIN,KAREN
GOLDMACHER,DEBORAH & JOEL	
KHAN,KHALID J & KISHWAR	
RANCHO HOLDINGS LLC	
CANYON CREEK ESTATES LLC	% MARKS
N & R FAMILY INVEST INC	
H & M FARM PROPERTIES LLC	
VIGGIANI,ANTHONY L	
ALLEN,MARIANNE LE	FRATTAROLI,MARGARETE
GOLDSON,FIDEL S JR	FIDEL S GOLDSON JR REV TR
LOPEZ,MARTIN	
FOSTER,JESSIE R SR & LIZETH	
KAPLAN,RUSSELL D	FEINSTEIN,LISA H
TORRES,LAZARA AMENG & JUAN	
JONES,JOSH	
CASA DI FORTUNA LLC	
VELISARIOS,A H/E	ZITIS,CYNTHIA & ZITIS,KARYL
MOSS,BRET ANTHONY &	MOSS,PAMELA MARIE
HEFTER,MAX & SMADAR	
CASANOVA,BEIDA	
FERRANTE,RAFFAELE & ANNITA	
LOPEZ,SAMUEL	
MIRZA,KHALID M H/E	GONZALEZ,DIANA B
ROSS,DAVID B & AMY JO SINGER	
SHIHADDEH,MIGUEL	
PEREZ,ANDREW E	
AWAN,RUKHSANA	
ERICKSON,MURRAY	
PATRON,ANDRES & MARILYN	
CORBO,ANTHONY G	
SANCHEZ FAMILY INVEST LTD	
WHEELER,PHILIP GREGORY	

MERRILL,DONNA JANE
SANCHEZ,FERNANDO J & VIVIAN T
PERLMAN,ALAN & DEBORAH
PEREZ,ANDREW E
TOSSAS,EZER & LINDA
GAASH PROPERTIES LLC
CLEMENT,BETTY
RINGGER,GEORGE & ELAINE
ALEXANDRA NECUZE TRONTZ 2019 TR
HUNTERS POINT LAND TR
MOTHERS MILK INC
HEIDI P HUMPHRIES REV FAM TR

NECUZE,MARCIA DEL ROSARIO TRSTEE
SIMMS,JOSEPH TRSTEE

HUMPHRIES,HEIDI P TRSTEE

ADDRESS_LI	CITY	STATE	ZIP
1225 SE 2 AVE	FORT LAUDERDALE	FL	33316
6450 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6451 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6410 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
9401 BISCAYNE BLVD	MIAMI SHORES	FL	33138
6541 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
10974 SW 37 MANOR	DAVIE	FL	33328
3450 W 84 ST #201	HIALEAH	FL	33018
12801 LURAY RD	SOUTHWEST RANCHES	FL	33330
1252 NW 141 AVE	PEMBROKE PINES	FL	33328
6540 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
4700 SW 186 AVE	FORT LAUDERDALE	FL	33332
13020 LURAY RD	SOUTHWEST RANCHES	FL	33330
2593 S PONTE VEDRA BLVD	PONTE VEDRA	FL	32082
13200 LURAY RD	SOUTHWEST RANCHES	FL	33330
6601 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
20040 NW 64 PL	HIALEAH	FL	33015
7270 NW 12 ST #380	MIAMI	FL	33126
PO BOX 2511	FORT LAUDERDALE	FL	33303
4922 SW 90 AVE	COOPER CITY	FL	33328
1400 SW 32 CT	FORT LAUDERDALE	FL	33315
6800 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
12701 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
12801 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
12831 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
12851 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
12901 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
6800 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6850 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
13101 MUSTANG TRL	SOUTHWEST RANCHES	FL	33331
13111 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
13001 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
6820 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6830 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
6901 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
13000 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
13100 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
13110 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
7001 APPALOOSA TRAIL	SOUTHWEST RANCHES	FL	33330
7100 MELAEUCA RD	SOUTHWEST RANCHES	FL	33330
7101 SW 127 AVE	SOUTHWEST RANCHES	FL	33330
12800 HUNTERS PT	SOUTHWEST RANCHES	FL	33330
7011 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
13101 OLD SHERIDAN ST	SOUTHWEST RANCHES	FL	33330
18300 NW 62 AVE STE 300	HIALEAH	FL	33015
10290 SWEET BAY ST	PLANTATION	FL	33324

7150 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
7191 SW 127 AVE	SOUTHWEST RANCHES	FL	33330
13001 OLD SHERIDAN ST	SOUTHWEST RANCHES	FL	33330
7100 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
6910 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6820 APPALOOSA TR	SOUTHWEST RANCHES	FL	33330
6541 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330
6509 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
13351 LURAY RD	SOUTHWEST RANCHES	FL	33330
4440 SW 72 TER	DAVIE	FL	33314
2180 SW 71 TER	DAVIE	FL	33317
12800 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 2/11/2021
SUBJECT: Resolution Approving the Asad Residence Plat

Recommendation

Staff recommends approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Petitioner requests approval of a plat for one single-family residence on 4.59 acres. The Property has a land use plan designation of Rural Ranches and is zoned RR, Rural Ranches, both of which allow residential development at 1 unit per 2 net acres, or 1 unit per 2.5 gross acres. Please refer to the staff memorandum for the full application analysis.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/11/2021	Resolution
Staff memorandum	2/11/2021	Executive Summary
Plat (Sheet 1 of 2)	2/11/2021	Exhibit
Plat (Sheet 2 of 2)	2/11/2021	Exhibit
Mail Notice Map	2/11/2021	Exhibit
Mail Notice List	2/11/2021	Exhibit

RESOLUTION NO. 2021-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-55-20, THE ASAD RESIDENCE PLAT, COMPRISING 1 SINGLE-FAMILY DWELLING LOT ON 4.59 ACRES; GENERALLY LOCATED ON THE NORTH SIDE OF STIRLING ROAD APPROXIMATELY 500 FEET EAST OF HOLATEE TRAIL; 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, Ricardo Bajandas Esq., as Trustee of the Adnan Issa Malik Asad Irrevocable Trust U/A/D December 3, 2019, has submitted Application No. PL-55-20 to plat 4.62 acres (4.59 net acres after right-of-way dedication) to construct one single-family home; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the proposed plat complies with the requirements of the Town's Unified Land Development Code ("ULDC") subject to satisfaction of the conditions 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, upon reviewing the application, analysis of the Town Staff, testimony and the evidence submitted at a duly noticed public hearing held on February 25, 2021 the Town Council hereby approves Plat Application No. PL-55-20 for the property legally described in Exhibit "A", attached hereto and made a part hereof.

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 are on the Following Page]

PASSED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day
of _____, 2021, on a motion by _____ and seconded
by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38065788.1

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF THE EAST HALF OF THE WEST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 89°43'46" EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 329.88 FEET; THENCE NORTH 00°47'33" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°47'33" WEST, A DISTANCE OF 605.41 FEET; THENCE NORTH 89°43'41" EAST, A DISTANCE OF 329.88 FEET; THENCE SOUTH 01°47'33" EAST, A DISTANCE OF 605.41 FEET; THENCE SOUTH 89°43'46" WEST, A DISTANCE OF 329.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 199,712.65 SQUARE FEET (4.59 ACRES) MORE OR LESS.

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**TOWN OF SOUTHWEST RANCHES
TOWN COUNCIL AGENDA REPORT**

DATE: February 25, 2021

SUBJECT: Plat Application PL-55-20 Asad Residence Plat

**ADDRESS/
LOCATION:** 5950 Asad Court, generally located on the north side of Stirling Road, approximately 500 feet east of Holatee Trail.

**PETITIONER/
OWNER:** Ricardo Bajandas Esq. as Trustee of the Adnan Issa Malik Asad Irrevocable Trust U/A/D December 3, 2019,

ZONING: RR, Rural Ranches District

**LAND USE PLAN
DESIGNATION:** RR, Rural Ranches

REQUEST: Plat approval for one single-family residence on 4.59 acres.

EXHIBITS: Staff Report, Aerial Photograph, Plat, Mail Notification Radius Map and Mailing List, and Traffic Study.

BACKGROUND AND ANALYSIS:

The Petitioner requests approval of a 4.62-acre plat for one single-family home. The plat dedicates land for Stirling Road right-of-way, which reduces the platted parcel to 4.59 net acres. The Property has a land use plan designation of Rural Ranches and is zoned RR, Rural Ranches, both of which allow residential development at 1 unit per 2 net acres, or 1 unit per 2.5 gross acres. The plat exceeds the lot area and dimensional requirements of the effective land use plan and zoning designations.

In April 2020, the Council approved Waiver of Plat Application No. WP-24-20 for subdividing 23.76 net acres of abutting undeveloped land controlled by the Petitioner into two parcels. The Petitioner has begun construction of homes on each of these parcels. Platting is required prior to construction of a single-family residence when building permits have been issued for construction of two single-family residences on adjacent properties under the same ownership within a two-year period.

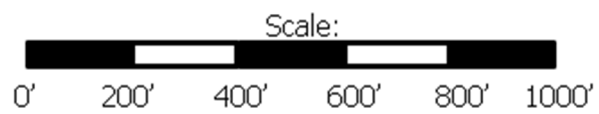
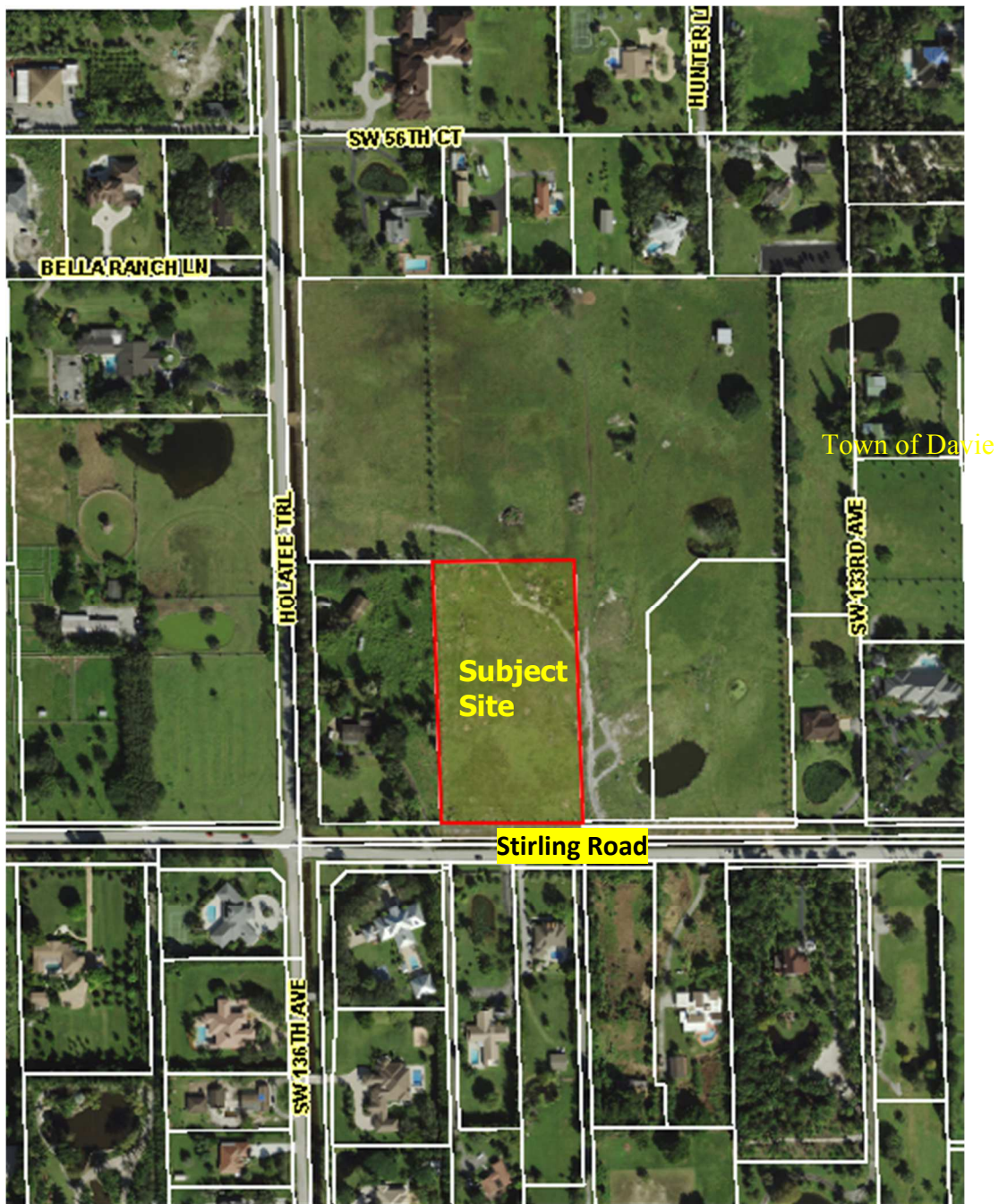
The plat will be connected to the parcels approved under Waiver of Plat Application No. WP-24-20 by an internal driveway so that all three parcels will function as a family estate ("Asad family estate"), sharing access to equestrian facilities a tennis court, pool, and a family pavilion. The plat also has its own access from Stirling Road.

The plat satisfies all concurrency requirements. It is noted that the Council authorized Cooper City Utilities to extend potable water service to the Asad parcels via Resolution No. 2021-009. It is also noted that the Town required a professional traffic impact analysis of the theoretical buildout of the Asad family estate, should it ever be subdivided to its maximum potential. The analysis (included as backup) concludes that Stirling Road currently operates within the parameters established in the Comprehensive Plan and that the maximum allowable development of the entire Asad family estate will not cause Stirling Road to exceed the Town's operational parameters.

RECOMMENDATION

Staff recommends approval of Plat Application No. PL-55-20

PL-55-20 AERIAL LOCATION MAP



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ASAD RESIDENCE

A REPLAT OF A PORTION OF THE EAST HALF OF THE WEST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

DEDICATION:

STATE OF FLORIDA }
COUNTY OF BROWARD } SS
KNOW ALL MEN BY THESE PRESENTS: THAT NOHA ASAD, SUCCESSOR AND TRUSTEE OF THE ADHAN ISSA MALIK ASAD IRREVOCABLE TRUST AND OWNER OF THE LAND DESCRIBED AND SHOWN HEREON AS ASAD RESIDENCE, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED IN THE MANNER SHOWN HEREON.
1. THE LANDS SHOWN HEREON AS PARCEL 'B' ARE HEREBY DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY AND OTHER PROPER PURPOSES.
2. THE LANDS SHOWN HEREON AS PARCEL 'C' ARE HEREBY DEDICATED TO AT&T FOR A TEN FOOT UTILITY EASEMENT.
3. NO IMPROVEMENTS, TREES OR ENCROACHMENTS INCLUDING UTILITIES (EXCEPT FOR OVERHEAD UTILITIES) OR OTHER STRUCTURES OR CONSTRUCTION ARE TO BE PLACED OR CONSTRUCTED OR PLACED OR CONSTRUCTED WITHIN THE EASEMENTS DEDICATED TO THE CENTRAL BROWARD WATER CONTROL DISTRICT WITHOUT THE APPROVAL OF AND A PERMIT FROM THE CENTRAL BROWARD WATER CONTROL DISTRICT AND THE UTILITY SYSTEM OWNER ENTERING INTO A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH THE CENTRAL BROWARD WATER CONTROL DISTRICT. IT IS THE INTENT OF THIS PROVISION THAT ALL UTILITIES (EXCEPT FOR OVERHEAD POWER, CABLE OR TELEPHONE LINES) CROSSING OR CROSSING OVER THE EASEMENTS DEDICATED TO THE CENTRAL BROWARD WATER CONTROL DISTRICT MUST BE REVIEWED AND PERMITTED BY THE CENTRAL BROWARD WATER CONTROL DISTRICT.

IN WITNESS WHEREOF, _____ HAS CAUSED THE PRESENTS TO BE SET THIS _____ DAY OF _____, 201__.

WITNESS

BY: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA }
COUNTY OF BROWARD } SS
I HEREBY CERTIFY THAT ON THIS, _____ DAY OF _____, 201__, PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER FOR THE PURPOSE HEREIN EXPRESSED.

My commission expires _____
Commission No. _____ By: _____ Notary Public – State of Florida

Print Name _____

LEGAL DESCRIPTION:

A PORTION OF THE EAST HALF OF THE WEST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 00°43'46" EAST, 100.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 'B' OF THE ASAD RESIDENCE; THENCE NORTH 00°47'33" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°47'33" WEST, A DISTANCE OF 605.41 FEET; THENCE NORTH 89°43'41" EAST, A DISTANCE OF 329.88 FEET; THENCE SOUTH 01°47'33" EAST, A DISTANCE OF 605.41 FEET; THENCE SOUTH 89°43'46" WEST, A DISTANCE OF 329.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, CONTAINING 199,712.65 SQUARE FEET (4.59 ACRES) MORE OR LESS.

CENTRAL BROWARD WATER CONTROL DISTRICT:

THIS IS TO CERTIFY THAT THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CENTRAL BROWARD WATER CONTROL DISTRICT THIS _____ DAY OF _____, 20____. PRIOR TO DEVELOPMENT OF THIS PROPERTY, OWNER SHALL CONTACT THE CENTRAL BROWARD WATER CONTROL DISTRICT FOR DETERMINATION OF ADDITIONAL EASEMENTS AND/OR OTHER DEDICATIONS WHICH MAY BE REQUIRED BY THE CENTRAL BROWARD WATER CONTROL DISTRICT FOR DRAINAGE OR ACCESS PURPOSES.

"THIS PLAT WAS APPROVED BY THE CENTRAL BROWARD WATER CONTROL DISTRICT THE FOLLOWING DATES";

BY: _____ CHAIR _____ DATE _____ BY: _____ DISTRICT MANAGER _____ DATE _____

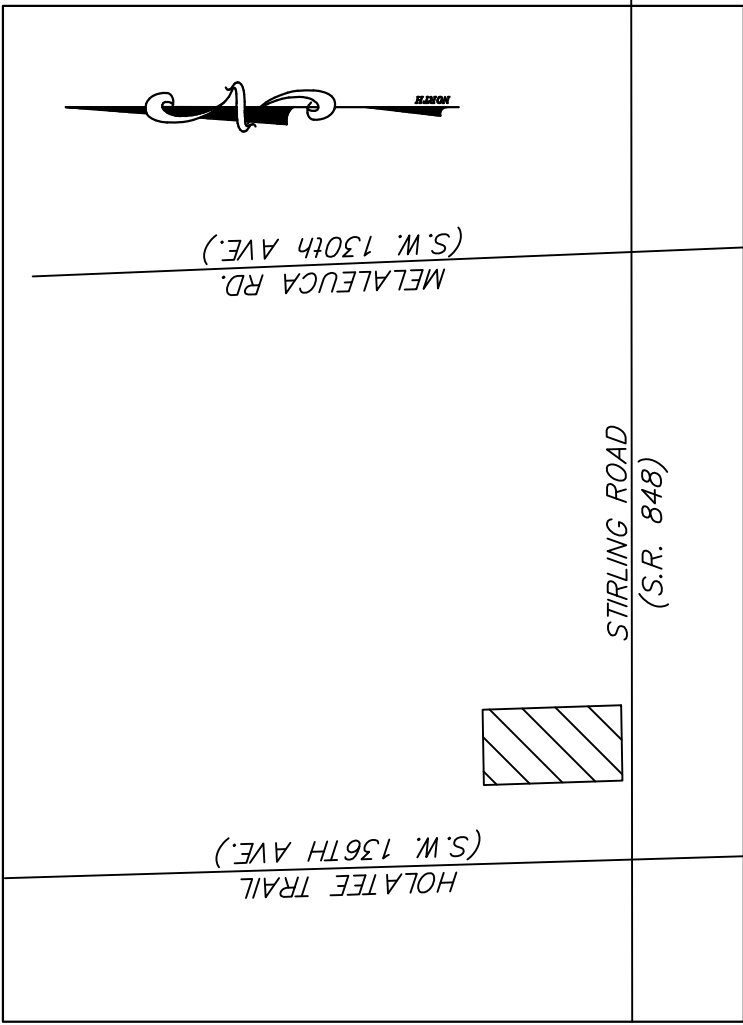
TOWN OF SOUTHWEST RANCHES TOWN COUNCIL:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORDING BY THE TOWN OF SOUTHWEST RANCHES, FLORIDA, BY RESOLUTION ADOPTED BY SAID TOWN COUNCIL THIS _____ DAY OF _____, 20____.

ALL APPLICABLE CONCURRENCY/IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

BY: _____ MAYOR _____
ATTEST: _____ TOWN CLERK _____

LOCATION MAP
N.T.S.



BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.
BY: _____ DIRECTOR/DESIGNEE _____ DATE _____

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH DEDICATION OF RIGHT-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, 20____.

BY: _____ CHAIRPERSON _____ DATE _____

THIS PLAT COMPLIES WITH THE APPROVAL OF BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 20____.

BY: _____ EXECUTIVE DIRECTOR OR DESIGNEE _____ DATE _____

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND IS APPROVED AND ACCEPTED FOR RECORDATION.

BY: _____ ROBERT P. LEGG, JR. _____ DATE _____
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER L34030

BY: _____ ALEJANDRO S. PEREZ _____ DATE _____
ACTING COUNTY ENGINEER
FLORIDA PROFESSIONAL
ENGINEER REGISTRATION NO. 33217

BROWARD COUNTY FINANCE & ADMINISTRATIVE SERVICES DEPARTMENT COUNTY RECORDS DIVISION – MINUTES SECTION:

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, 20____.

BY: _____ MAYOR _____ COUNTY COMMISSION

SURVEYOR'S CERTIFICATION:

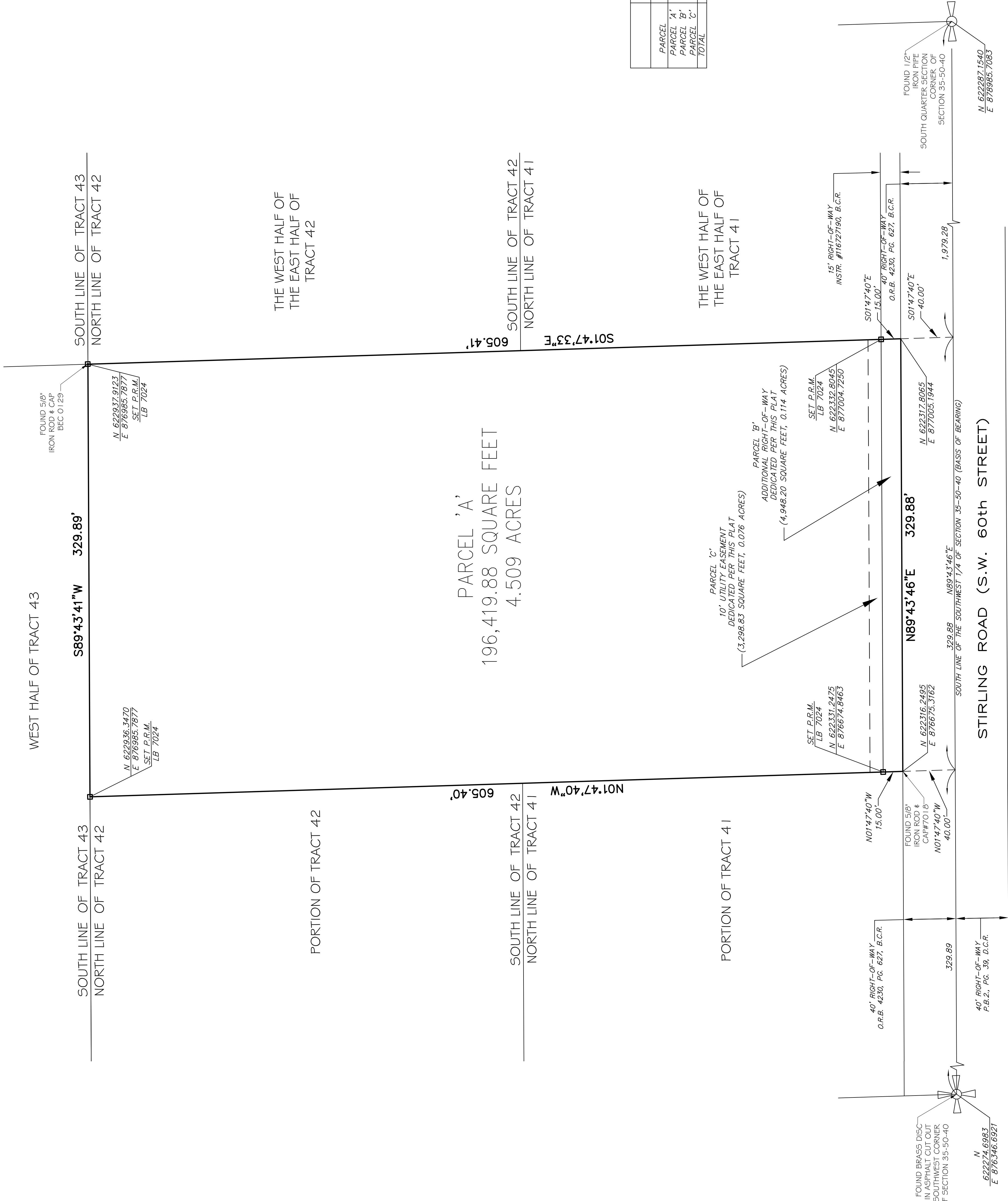
I HEREBY CERTIFY THAT THE ATTACHED "ASAD RESIDENCE" PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA WERE OBTAINED FROM CHAINS, MEASUREMENTS, AND CALCULATIONS, AND THAT THE SURVEY DATA WERE CHECKED AND FOUND TO BE CORRECT. I HEREBY CERTIFY THAT THE PLAT COMPLIES WITH THE FLORIDA ADMINISTRATIVE CODE, CHAPTER 177, PART 1, FLORIDA STATUTES, AND TO THE APPLICABLE SECTIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND TO THE PERMANENT REFERENCE MONUMENTS (P.R.M.) WERE SET IN ACCORDANCE WITH SECTION 177.091, CHAPTER 177, ON THIS _____ DAY OF _____, 2020.

BY: _____ JAY C. EVANS _____
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS4711
PILLAR CONSULTANTS, INC.
5230 SOUTH UNIVERSITY DRIVE, SUITE 104, DAVIE, FLORIDA 33328
CERTIFICATE OF AUTHORIZATION NUMBER LB7024

TOWN OF SOUTHWEST RANCHES	COUNTY SURVEYOR	COUNTY ENGINEER	COUNTY COMMISSION	SURVEYOR
				016–MP–20

ASAD RESIDENCE

A REPLAT OF A PORTION OF THE EAST HALF OF THE WEST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

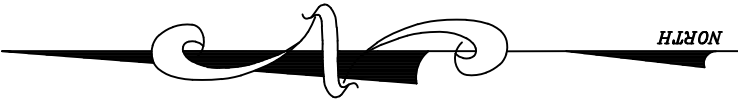


SURVEYOR'S NOTES:

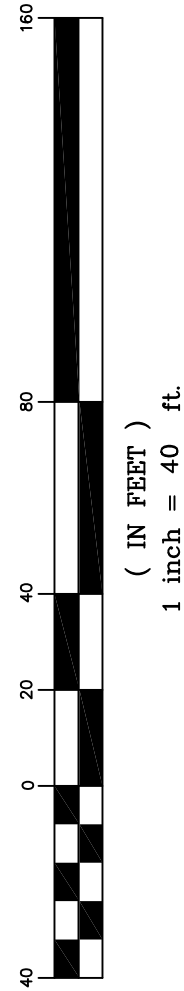
1. THIS PLAT IS RESTRICTED TO ONE DETACHED SINGLE FAMILY UNIT.
2. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT IS SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DOES NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN EASEMENT OR A RIGHT OF WAY. THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT IS SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DOES NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN EASEMENT OR A RIGHT OF WAY.
3. IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES, AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY AUGUST 14, 2023, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO FURTHER CONSTRUCTION SHALL BE PERMITTED. AS A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE, THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THE REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME, AND/OR
4. IF CONSTRUCTION OF PROJECT WITHIN LINES, SEWER LINES, DRAINAGE, THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY AUGUST 14, 2023, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE, AND NO ADDITIONAL CONSTRUCTION SHALL BE PERMITTED. AS A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE, THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THE REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
5. THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY GOVERNMENTAL ENTITY TO CHAPTER 177.091, SUBSECTION (20), FLORIDA STATUTES:
ALL PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL BE PERMITTED WITHOUT THE UTILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY Wishes to construct or operate a cable television system, it shall be solely responsible for the damages this section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other utility. The utility shall be responsible for the construction, installation, and operation shall comply with the national electric safety code as adopted by the Florida Public Services Commission.
6. STATE PLANE COORDINATES AND GRID BEARINGS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC SURVEY TRANSVERSE MERCATOR PROJECTION, NAD 83, ZONE 18N, DATUM OF 1983, THE STONER/REITH RESURVEY II, OF ALL OF TOWNSHIP 50 SOUTH, RANGE 41 EAST, AS RECORDED IN MISCELLANEOUS PLAT BOOK 4, PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS TRANSFERRED TO THE NORTH AMERICAN DATUM OF 1983, WITH THE 1980 ADJUSTMENT.
7. BEARING REFERENCE:
THE BEARINGS, AS SHOWN HEREON, ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST.
Said line bears North 89°43'46" East.
8. ALL APPLICATION, CONCURRENCY, IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING EASEMENT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

LEGEND:

- (M) - MEASURED
- (L) - LINES
- M.O.C.R. - MIAMI-DADE COUNTY RECORDS
- B.C.R. - BROWARD COUNTY RECORDS
- M.M.B. - MISCELLANEOUS MAP BOOK
- M.E.B. - MISCELLANEOUS EASEMENT BOOK
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- P.S. - PLAT BOOK
- P.R.M. - PERMANENT REFERENCE MONUMENT SET ALUMINUM DISC IN 4" SQUARE CONCRETE WITH 5/8" REBAR, 24" IN LENGTH-DISC STAMPED "LB7024"
- - NORTHING AND EASTING STATE PLANE COORDINATES
- - NON-VEHICULAR ACCESS LINE
- - CENTERLINE OF ROAD



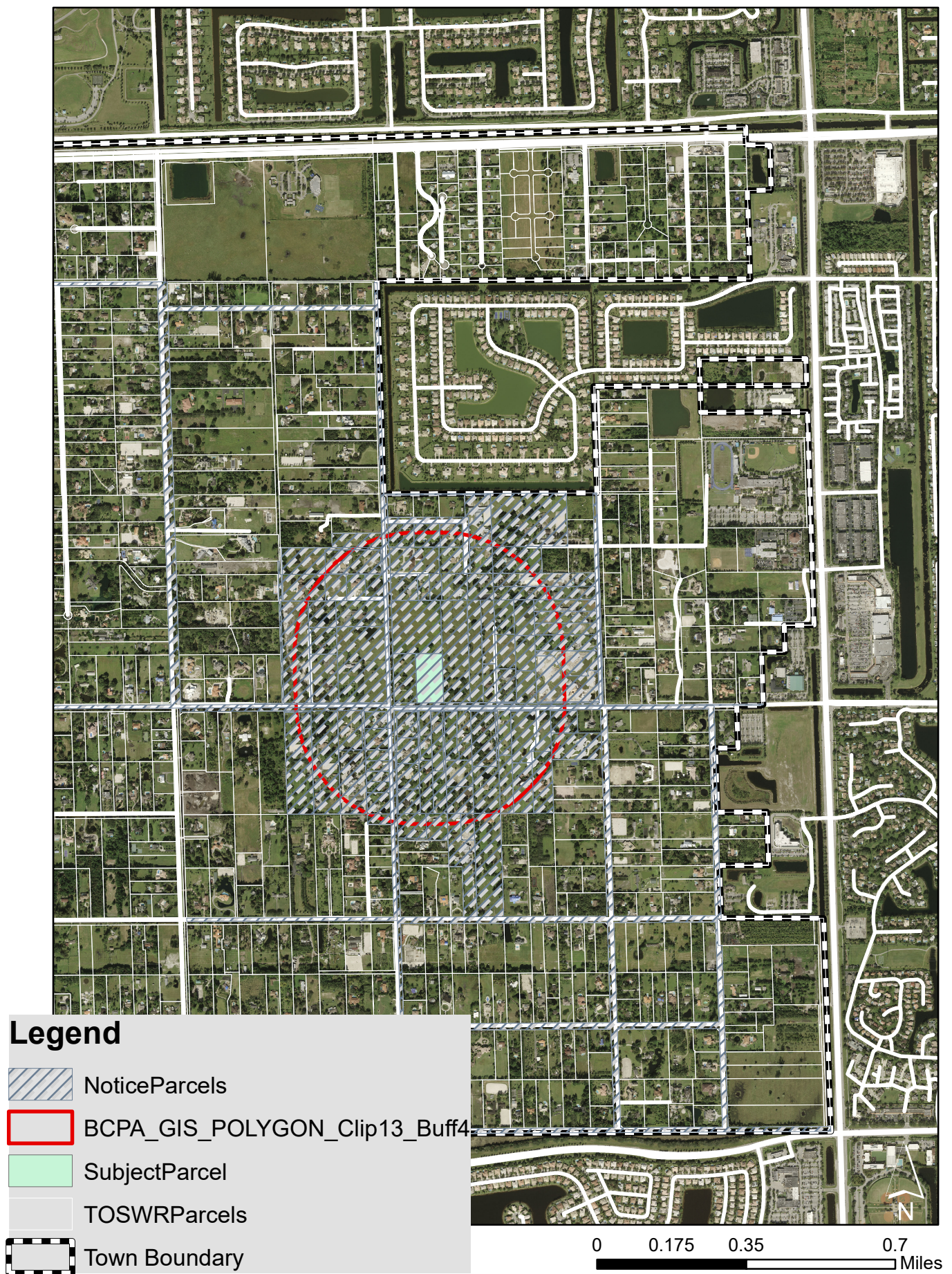
GRAPHIC SCALE



1 inch = 40 ft.

Town of Southwest Ranches

Plat 55-20



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NAME_LINE_	NAME_LINE1
<Null>	<Null>
13260 STIRLING ROAD LLC	
13301 LURAY ROAD LLC	
13495 STIRLING RD LLC	
750 ESTATES INC	
ABEL & CHRISTY INC	
ACOSTA,ANGELICA & GABRIEL	
ADNAN ISSA M ASAD IRREV TR	BAJANDAS,RICARDO TRSTEE
AGUIAR,RUBEN & LAURA ANN	
AMMAR & ALI ASAD IRREV TR	BAJANDAS,RICARDO TRSTEE
ANGELA PARISH RUSSELL REV LIV TR	
ATKIN,THOMAS & SUZANNE	THOMAS & SUZANNE ATKIN REV TR
BECKER,ALAN S & DEBRA J	
BELLA RANCH ESTATE I LLC	
BLEI,PETER & PATRICIA	
BLISSETT,FRANCES	
BURNS,JOE D & KIM M	JOE & KIM BURNS REV TR
CABRERA,DENISE	STURGILL,JAMES R
CARABALLO,SILVIA	
COHEN,GANY R LALO	GANY R LALO COHEN LIV TR
DE BLASIO,PATRICK G III & DAWN M	
DE LA FLOR,JAVIER A & DEBORAH	
DUANE,MICHAEL	DUANE-DRAY,VALERIE
DUKE,TERRY & MICHELLE	
DUQUESNAY,BRIAN & VANESSA	
EVANS FINANCIAL SERVICES LTD	%FRANK,WEINBERG & BLACK PL
FASSLER,LEONARD & ANNETTE	
FERNANDEZ,ERNESTO & GRACE	
FERNANDEZ,MICHAEL A	
FULLER,RHONDA C	RHONDA C FULLER REV LIV TR
GARTE,JASON	
GRUENHAGEN,DEBORAH A	DEBORAH A GRUENHAGEN TR ETAL
HASSAN,SHAHIN	
HILLS,TIMOTHY A & LAINE W	
HILTON,JAMES W JR & MARGARET B	
JOVAL INC	
KASARLA,RAMMOHAN & ARPITHA	
KILMAIR PROPERTIES INC	
LAMM,KATHI H/E	LAMM,JULIE CHRISTINA
LEEDS,SCOTT W	LEEDS,TERESA A
LEWIN,ROBERT & LISA H	
LINN,JENNET COOK	
LOPES,HUMBERTO H/E	LOPES,JEANETTE
LOPEZ,JAIME & SYLVIA M	
LOPEZ,MARTIN J	
MANDALAY ESTATES INC	

MCGOLDRICK FARMS INC
MENDEZ,DENISE ALEJANDRA
M-N-C PROPERTY HOLDINGS LLC
MORLANNE,JESSE E & CARMEN M
MOYERS,TRACY & SUZAN
MUNTASER,AHMAD
MUNTASER,AHMAD
NECUZE,GERARDO & MARCIA
OSHEROFF,MARC A H/E
PATRICIA LAND TR
PEREZ,ALEXANDER H/E
PILGRIM,BETH TERI
PRESCHER,NELSON H/E
PUJOL,JUAN L & MIRTHA
RATMIROFF,ALFREDO
RIPAK,ROY M
ROBERTSON,CAMILLE DEGE
RUSS,BERTHOLD
SELUB,MINNA & STEVEN E
SERAYDAR,CHARLES J
STEARNS,PAUL & PAT
STIRLING ESTATE TR
TURNER,IMMANUEL I IV & ANDREA L
WAFI ISSA ASAD IRREV TR
WEISS,GARY & LORI
WILLIAMS,JOHN V & ROSE A
WILSON,GLENN & DONNA H
WISE,MARILYN M

JESSE & C MORLANNE REV LIV TR

MUNTASER,ZAHIDA
MUNTASER,ZAHIDA

OSHEROFF,ROBIN B
MEJIA LAND TR ETAL
PEREZ,TERESA MAITE
SAUTTER,ROBIN BABETTE
SALOMON,DANIELLA

DESEDA,LAURA
ABIGANTUS,NUVIA L
CAMILLE ROBERTSON REV TR

GORDON,JOAN TRSTEE

BAJANDAS,RICARDO TRSTEE

ADDRESS_LI	CITY	STATE	ZIP
<Null>	<Null>	<Null>	<Null>
10238 W STATE ROAD 84	FORT LAUDERDALE	FL	33324
5100 SW 198 TER	SOUTHWEST RANCHES	FL	33332
135 WESTON RD #328	WESTON	FL	33326
5805 BLUE LAGOON DR #200	MIAMI	FL	33126
15121 MEADHAVEN ST	FORT LAUDERDALE	FL	33331
6200 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
13495 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13490 STIRLING RD	SOUTHWEST RANCHES	FL	33330
12767 EQUESTRIAN TRL	DAVIE	FL	33330
6300 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
13550 SW 56 CT	SOUTHWEST RANCHES	FL	33330
13494 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
1500 WESTON RD	WESTON	FL	33326
5501 SW 134 AVE	SOUTHWEST RANCHES	FL	33330
6231 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
5701 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
6111 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
6051 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
13850 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13500 SW 55 ST	SOUTHWEST RANCHES	FL	33330
13320 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
17321 SW 58 ST	SOUTHWEST RANCHES	FL	33331
5745 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
13241 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
3195 SE GRAN PARK WAY	STUART	FL	34997
13100 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
6200 STALLION WAY	SOUTHWEST RANCHES	FL	33330
5830 SW 138 TER	SOUTHWEST RANCHES	FL	33330
5500 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
13607 BELLA RANCH LN	SOUTHWEST RANCHES	FL	33330
5702 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
2465 NW 7 ST	MIAMI	FL	33125
5690 SW 134 AVE	SOUTHWEST RANCHES	FL	33330
5675 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
9700 STIRLING RD #108	COOPER CITY	FL	33024
11830 NW 4 ST	PLANTATION	FL	33325
4201 N FEDERAL HWY	POMPANO BEACH	FL	33064
2161 NE 56 CT	FORT LAUDERDALE	FL	33308
5801 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
12441 N STONEBROOK CIR	DAVIE	FL	33330
5731 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
13880 STIRLING RD	SOUTHWEST RANCHES	FL	33330
5851 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
12831 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
6225 STALLION WAY	SOUTHWEST RANCHES	FL	33330

5830 SW 138 TER	SOUTHWEST RANCHES	FL	33330
7000 GLENEAGLE DR	MIAMI LAKES	FL	33014
5600 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
5763 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6121 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
3290 SW 139 TER	DAVIE	FL	33330
3290 SW 139 TER	DAVIE	FL	33330
13351 LURAY RD	SOUTHWEST RANCHES	FL	33330
13600 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
7804 PALMILLA CT	KISSIMMEE	FL	34747
6100 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
5600 SW 134 AVE	SOUTHWEST RANCHES	FL	33330
6350 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
6250 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
7741 SW 182 TER	PALMETTO BAY	FL	33157
13500 STIRLING RD	SOUTHWEST RANCHES	FL	33330
13801 STIRLING RD	SOUTHWEST RANCHES	FL	33330
5710 SW 133 AVE	SOUTHWEST RANCHES	FL	33330
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5700 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
13851 STIRLING RD	SOUTHWEST RANCHES	FL	33330
6151 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
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6111 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6011 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
13280 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
6301 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 2/25/2021
SUBJECT: Water Protection and Conservation

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

To remain eligible for state grants, the South Florida Water Management District has required all municipalities to adopt landscape watering restrictions. The Town desires to comply with South Florida Water Management District's request and finds that it is in the best interest of the citizens of the Town of Southwest Ranches to enact an Ordinance imposing restrictions on landscape irrigation.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description

Water Protection and Conservation - TA Approved

Upload Date

2/11/2021

Type

Ordinance

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Section 3: Purpose. The purpose of this Ordinance is to establish a regulatory framework and guidance document which will help ensure consistent water and landscape irrigation conservation throughout the Town of Southwest Ranches.

Section 4: Definitions. The following definitions shall apply within this Ordinance:

- (A) "Athletic Play Area" means all athletic play surfaces; including, football, baseball, soccer, polo, tennis, lawn bowling fields, rodeo facilities, equestrian riding rings and paddocks, and livestock arenas and paddocks.
- (B) "Existing Landscaping" means any landscaping which has been planted and in the ground for more than ninety (90) days.
- (C) "Impervious Area" means land surfaces which do not allow the penetration of water, including, but not limited to, paved roads, sidewalks, driveways, and parking lots.
- (D) "Landscaping" means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way.
- (E) "Landscape Irrigation" means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way.
- (F) "Low Volume Hand Watering" means the watering of landscape by one (1) person, with one (1) hose, fitted with a self-canceling or automatic shutoff nozzle.
- (G) "Low Volume Irrigation" means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated, and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.
- (H) "Micro-irrigation" means the application of small quantites of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water delivery line. Micro-irrigation includes a number of

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Underlined words are additions and ~~stricken~~ words are deletions.

86 methods or concepts, such as bubbler, drip, trickle, mist or microspray, and
87 subsurface irrigation.

88
89 (I) "New landscaping" means any landscaping which has been planted in the
90 ground for ninety (90) days or less.

91
92 (J) "Reclaimed Water" means wastewater that has received at least secondary
93 treatment and basic disinfection, and is reused after flowing out of a
94 wastewater treatment facility.

95
96 (K) "User" means any person, individual, firm, association, organization,
97 partnership, business trust, corporation, company, agent, employee, or other
98 legal entity whether natural or artificial, the United States of America, and the
99 State and all political subdivisions, regions, districts, municipalities, and public
100 agencies thereof, which directly or indirectly takes water from the water
101 resource, including uses from private or public utility systems, uses under water
102 use permits issued pursuant to Chapter 40E-2, Florida Administrative Code, or
103 uses from individual wells or pumps.

104
105 (L) "Wasteful and Unnecessary" means allowing water to be dispersed without any
106 practical purpose to the water use; for example, excessive landscape irrigation,
107 leaving an unattended hose on a driveway with water flowing, allowing water
108 to be dispersed in a grossly inefficient manner regardless of the type of water
109 use; for example, allowing landscape irrigation water to unnecessarily fall onto
110 pavement, sidewalks, and other impervious surfaces; or allowing water flow
111 through a broken or malfunctioning water delivery or landscape irrigation
112 system.

113
114 (M) "Water Resource" means any and all water on or beneath the surface of
115 the ground, including natural or artificial watercourses, lakes, ponds, or
116 diffused surface water, and water percolating, standing, or flowing beneath the
117 surface of the ground.

118
119 **Section 5: Restrictions.**

120
121 (A) Any landscape irrigation shall be prohibited between the hours of 10:00 a.m.
122 and 4:00 p.m., except as otherwise provided.

123
124 (B) It shall be unlawful to operate or cause the operation of any irrigation system
125 or device in a manner causing water to be wasted, including watering

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126 impervious areas, other than which occur incidental to the proper operation of
127 the irrigation system.

128
129 (C) It shall be unlawful to operate or cause the operation of any irrigation system
130 or device in a manner causing water to be directed onto any sidewalk or paved
131 portion of a road right-of-way.

132
133 (D) Irrigation of existing landscaping shall be limited to two (2) days a week, unless
134 a user maintains an irrigation system that uses soil moisture sensors or
135 weather-based irrigation controllers.

136
137 (E) Irrigation of new landscaping shall comply with the following provisions:

138
139 I. New landscaping may be irrigated once on the day it is installed without
140 regard to the listed watering days and times. Irrigation of the soil
141 immediately prior to the installation of the new landscaping is allowed
142 without regard to the normal watering days and times.

143
144 II. A ninety (90) day establishment period begins on the day the new
145 landscaping is installed. The new landscaping shall be installed within a
146 reasonable time from the date of purchase, which may be demonstrated
147 with a dated receipt or invoice.

148
149 III. Irrigation of new landscaping which has been in place for thirty (30) days
150 or less may be accomplished on Monday, Tuesday, Wednesday,
151 Thursday, Saturday, and/or Sunday.

152
153 IV. Irrigation of new landscaping which has been in place for thirty-one (31)
154 to ninety (90) days may be accomplished on Monday, Wednesday,
155 Thursday, and/or Saturday.

156
157 V. Irrigation of new landscaping is limited to areas only containing the new
158 landscaping. An entire zone of an irrigation system shall only be utilized
159 for landscape irrigation under this Subsection if the zone contains at
160 least 50% new landscaping. If a zone contains less than 50% new
161 landscaping, or if the new landscaping is in an area that will not typically
162 be irrigated by an irrigation system, only the individual new plantings are
163 eligible for additional irrigation. Targeted watering may be accomplished
164 by low volume hand watering, or any appropriate method which isolates
165 and waters only the new landscaping.

166
167 (F) Any user who purchases and installs an automatic landscape irrigation system
168 shall properly install, maintain, and operate technology that inhibits or

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interrupts operation of the system during periods of sufficient moisture in accordance with Section 373.62, Florida Statutes.

- (G) Any declaration of Water Shortage restrictions issued by South Florida Water Management District in times of drought shall be followed and enforced immediately upon notification and continue for the duration of the water shortage. Failure to comply with the requirements of these restrictions will constitute a violation of the Town Ordinance.

Section 6: Exceptions to the Landscape Irrigation Schedule.

Landscape irrigation scheduling shall be subject to the following exceptions:

- (1) Landscape irrigation systems may be operated during restricted days and/or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.
- (2) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:
 - (a) Such watering-in shall be limited to one (1) application, unless the need for more than one (1) application is stated in the directions for application specified by the manufacturer; and
 - (b) Such watering-in shall be accomplished during normally allowable watering days and times, unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.
- (3) Any plant material may be watered using low volume irrigation, micro-irrigation, low volume hand watering method, rain barrels, cisterns, or other similar rain-harvesting devices without regard to the watering days or times.

Section 7: Variances. A variance from the Landscape Irrigation Restrictions identified in Subsection 5 may be granted by the Town Administrator if strict application of the restrictions would lead to unreasonable or unfair result; provided the applicant demonstrates with particularity that compliance with the restrictions will result in substantial economic, health, or other hardship on the applicant or those served by the

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applicant. If granted, the applicant shall be required to post a notice at each parcel to which the variance pertains. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self-imposed, and further demonstrates that granting the variance would be consistent with the general intent and purpose of this division.

Section 8: Enforcement. Failure to comply with the requirements of this Ordinance shall constitute a violation of a Town of Southwest Ranches Ordinance and may be punishable pursuant to Section 162.21, Florida Statutes.

Section 9: Codification. Codification of this Ordinance is directed and authorized.

Section 10: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 11: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 12: Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED ON FIRST READING this ____ day of ____, 2021 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this __ day of ____, 2021, on a motion made by _____ and seconded by _____.

[Signatures On Next Page]

Ordinance No. 2021-____

Underlined words are additions and ~~stricken~~ words are deletions.

246	Allbritton	_____	Ayes	_____
247	Breitkreuz	_____	Nays	_____
248	Hartmann	_____		
249	Jablonski	_____	Absent	_____
250	Kuczenski	_____	Abstaining	_____

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Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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Ordinance No. 2021-____

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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
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Public Works Director
DATE: 2/25/2021
SUBJECT: Approving a Purchase Order to E-Sciences to Complete the NPDES Annual Report

Recommendation

Consideration of approval of a Resolution approving a Purchase Order to E-Sciences to complete the required Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit Annual Report.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Florida Department of Environmental Protection NPDES Municipal Separate Storm Sewer System Permit for the Broward County co-permittees, which includes the Town, is now implementing the Cycle 4 Permit Number FLS000016-004. As a co-permittee on the permit, the Town is required to submit an annual report to FDEP by June 30, 2021 covering the Cycle 4 Year 4 permit cycle for the period of January 1 to December 31, 2020.

The City of Fort Lauderdale competitively bid RFQ # 12355-106 for General Environmental Engineering Consulting Services. On September 1, 2020, the City of Fort Lauderdale, Florida executed an agreement with E-Sciences for General Environmental Engineering Consulting Services. The Town desires to piggyback the City of Fort Lauderdale's contract for these services.

E-Sciences provide a proposal in the amount of Twenty-One Thousand Six Hundred Forty Dollars and Zero Cents (\$21,640.00) to the Town to complete the annual report based on the same terms and conditions of the agreement with the City of Fort Lauderdale.

Fiscal Impact/Analysis

This project has been budgeted for and funding is available within the FY 2021 Municipal Transportation Fund – Professional Services / Studies / Surveys (101-5100-541-31010) account.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Martin D. Sherwood, Town Financial Administrator
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/3/2021	Resolution
E-Siences Proposal	2/3/2021	Exhibit
E-Sciences Proposal Costs	2/3/2021	Exhibit
Piggyback Agreement	2/3/2021	Exhibit
Piggyback Bid Documents	2/3/2021	Exhibit
Piggyback Shortlist	2/3/2021	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER PIGGYBACKING OFF OF THE CITY OF FORT LAUDERDALE'S AGREEMENT WITH E-SCIENCES INCORPORATED FOR ENVIRONMENTAL PERMITTING SERVICES IN THE AMOUNT OF TWENTY-ONE THOUSAND SIX HUNDRED FORTY DOLLARS AND ZERO CENTS (\$21,640.00) FOR THE TOWN'S ANNUAL REPORT REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NUMBER FLS000016-004; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for the Broward County co-permittees, which includes the Town, is now implementing the Cycle 4 Permit Number FLS000016-004; and

WHEREAS, as a co-permittee on the permit, the Town is required to submit an annual report to FDEP by June 30, 2021 covering the Year 4 Cycle 4 permit for calendar year 2020; and

WHEREAS, the City of Fort Lauderdale competitively bid RFQ # 12355-106 for General Environmental Engineering Consulting Services; and

WHEREAS, on September 1, 2020, the City of Fort Lauderdale, Florida executed an agreement with E-Sciences for General Environmental Engineering Consulting Services; and

WHEREAS, the Town desires to piggyback off of the City of Fort Lauderdale's procurement and contract for these services; and

WHEREAS, E-Sciences provided a proposal in the amount of Twenty-One Thousand Six Hundred Forty Dollars and Zero Cents (\$21,640.00) to the Town to complete the NPDES annual report based on the same terms and conditions of the agreement with the City of Fort Lauderdale; and

WHEREAS, the preparation of the NPDES annual report was budgeted for in FY 2021 and funding is available within the Municipal Transportation Fund – Professional Services / Studies / Surveys (101-5100-541-31010) account; and

WHEREAS, the Town Council believes that the approval of this purchase order to complete the NPDES Annual Report is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2: The Town Council hereby approves a purchase order to E-Sciences Inc. in the amount of Twenty-One Thousand Six Hundred Forty Dollars and Zero Cents (\$21,640.00) piggybacking off of the City of Fort Lauderdale's agreement for environmental permitting services to prepare the FDEP National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Number FLS000016-004 annual report in substantially the same form as that attached hereto as Exhibit "A".

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

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this _____ day of _____ 2021 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38032566.1

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**ENGINEERING
ENVIRONMENTAL
ECOLOGICAL**

February 1, 2021

Mr. Rod Ley, PE
Public Works Director
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

**Subject: Proposal to Assist in Implementation of Cycle 4 Year 4 Requirements
NPDES Permit #FLS000016-004
Town of Southwest Ranches, Broward County, Florida
E Sciences Proposal Number 2-0876-P15**

Dear Mr. Ley,

E Sciences, Incorporated (E Sciences) is pleased to submit this proposal to the Town of Southwest Ranches (Town) to continue providing assistance to the Town for implementation of the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for the Broward County co-permittees, which includes the Town. The Town is now implementing the Cycle 4 permit: Number FLS000016-004.

Included, and incorporated as part of this proposal, is background information, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

BACKGROUND INFORMATION

E Sciences' understanding of this project is based upon our familiarity with the Town's NPDES MS4 program and associated annual reports. As a co-permittee on the above referenced permit, the Town is required to submit an annual report to FDEP by June 30th, 2021 covering the Cycle 4 Year 4 permit cycle for the period of January 1st to December 31st 2020. The Year 4 Annual Report includes several specific Year 4 permit requirements and attachments.

PROPOSED SCOPE OF SERVICES

E Sciences proposes the following scope of services based upon our understanding of the project needs. In addition to the preparing the annual report, the following scope is based on the specific sections of the permit addressed under each task. Each task includes the preparation of required attachments to the Annual Report in accordance with the corresponding permit section:

1. Preparation of Cycle 4, Year 4 Annual Report

- a. Coordinating with Town staff to obtain the data required to complete FDEP's Annual Report Form. This task includes ongoing coordination with the Town throughout the year to ensure NPDES requirements for Year 5 are being regularly performed and documented.
- b. Preparing the Cycle 4, Year 4 Annual Report. The deliverable will be the Annual Report, due June 2021 to FDEP. E Sciences will provide up to two drafts of the Annual Report for review by the Town. E Sciences will provide the final Annual Report package to the Town for submittal to FDEP. E Sciences can submit the annual report and attachment to FDEP upon request.

2. Preparation of Cycle 4, Year 4 Annual Report Attachments

a. Part V.B.3 of the Permit – Reporting of Assessment Plan Results

(This is an annual permit requirement. This proposal includes the baseline analysis and preparation of supporting documentation for the Cycle 4 Year 4 results only.)

- i. The Town's Stormwater Management Program (SWMP) Assessment Program Plan (Plan) was approved by FDEP on August 7, 2020. Therefore, the Town is required to annually assess their SWMP in accordance with the Plan. The Plan is comprised of two parts: the pollutant loading analysis and review of monitoring data. The pollutant loading analysis consists of two parts:
 1. Calculation of the Town's MS4 pollutant load, which is based on land use.
 2. Calculation of the amount of the pollutant load that is reduced based on the Town's best management practices (BMPs).
- ii. E Sciences will review the pollutant loading analysis prepared by Broward County. At the time of this proposal, it is unsure how the County will be preparing the pollutant loading analysis.
- iii. E Sciences will prepare a memorandum to the Town describing the formulas, data and criteria used for the pollutant load and load reduction calculations based on data provided by Broward County. Once approved by the Town, we will use the memorandum to prepare the Town's responses to Sections III.B and C of the Annual Report. It is noted that this an annual requirement for the Town to compare year to year their pollutant loads and the County's monitoring data to look for trends that indicate the Town's SWMP is sufficient. Because the Town's Plan was just approved, the information in this Year 4 Annual Report will only be baseline information. Going forward, the Town will need to evaluate trends. (The data prepared for this Task will also be used for the Year 4 Annual Report attachment discussed below in Task 2.d.)
- iv. E Sciences will also review the County's monitoring data for sites 28, and 29 and prepare documentation of current trends in the results. These monitoring sites were identified in the Town's approved Plan to be used, in conjunction with the pollutant load analyses, for the evaluation of the SWMP.

Deliverables:

- Memo summarizing how the pollutant loads were calculated, to include the backup calculations and GIS layers which can be used to update as needed for future Annual Reports.
- Responses to Sections III.B and C of the Annual Report.

b. Part V.B.3 of the Permit - Project Information for the County

i. The County reached out via email on November 3, 2020, requesting the co-permittees (including the Town) to provide a simple table with all storm water improvement projects completed since 2014 so that the County can calculate the load reductions that have occurred in the past six years in order to fulfill the requirements of Part V.B.3 of the Permit. This can include septic tanks conversion to sanitary sewer, by reporting how many tanks were connected to sanitary sewer.

1. The Town will provide a list of projects that may qualify as stormwater improvement projects. E Sciences' review the list, anticipated to be approximately 10-20 projects, and provide guidance as to which project may qualify for credit.
2. E Sciences will assist in calculating drainage area to the improvement projects if this data is not available through project documents.
3. The number of septic tank conversions will be provided by the Town for inclusion in the table to be submitted to the County. At the time of this proposal, it is believed that there have been no conversions within the Town in the past six years, therefore no additional effort will be needed for this item.

- Deliverable: Updated table to submit to the County listing stormwater improvement projects implemented since 2014, including the number of septic tank conversions.

c. Part V.B.5 of the Permit – Submission of Assessment Program for Reissuance

(This is Year 4 requirement only)

A copy of the Plan must be submitted as part of the re-application process with the Year 4 Annual report, including any suggested changes. Since the Plan was only recently approved, we do not anticipate the Town will need to make any changes at this time; however, we will review the Plan with the Town as needed and will prepare an attachment to be included in the Year 4 Annual Report stating whether any changes are suggested for the Plan.

- Deliverable: Assessment Program Plan, updated if needed, to be attached to the Town's Annual Report.

d. Part VI.C of the Permit – Evaluation of SWMP Effectiveness

(This is a Year 4 requirement only)

This is a new attachment per the Cycle 4 permit to be included with your Year 4 Annual Report. The attachment consists of an evaluation of the effectiveness of the SWMP in reducing pollutant loading to the MS4, accomplishments in the implementation of reduction activities and overall effectiveness of the SWMP implementation. This evaluation will incorporate a summary of the findings of the memorandum described above in Task 1 (i.e., Part V of the permit), and the TMDL status described below in Task 5 (i.e., Part VIII of the permit).

- i. E Sciences will use the results of Task 1 above and Task 6 below to prepare this attachment.
 - ii. Also required as part of this attachment for the Year 4 Annual Report are recommended revisions to the SWMP based on results of the Plan. As noted above, the Plan has just been approved, and the information being provided for Task 1 above is baseline information that can be used to evaluate the effectiveness of the Town's SWMP in the future. Therefore, at this time we do not anticipate that the Town will have any revisions.
 - iii. E Sciences will prepare an attachment to be included in the Town's Year 4 Annual Report outlining the steps and results of this SWMP evaluation and recommendations as applicable.
- Deliverables: SWMP evaluation to be attached to the Town's Year 4 Annual Report.

e. Part VIII.B.4 of the Permit – TMDL Status

(This is an annual permit requirement. This proposal includes the preparation of required documentation for the Cycle 4 Year 4 results only. An additional proposal will be prepared if the Town would like E Sciences to prepare similar documentation for future permit years.)

- i. In accordance with Part VIII.B.3 of the permit, the Town submitted a Bacteria Pollution Control Plan (BPCP) for WBID 3279 with their Cycle 4 Year 3 Annual Report in June 2020. Part VIII.B.4 of the permit requires the Town to report the progress of the recommendations of the BPCP in Part IX of each subsequent Annual Report.
- ii. To facilitate this reporting requirement, E Sciences included a table in Section 7 of the BPCP summarizing the Management Actions and BMPs performed annually by the Town as part of their day-to-day operations that help reduce bacteria pollution. By reporting on the progress of the items outlined in that table, the Town will satisfy the requirements of Part VIII.B.4 of the permit. E Sciences will coordinate with the

Town to compile the data and finalize the table for the Town to attach to their response to Part IX of the Year 4 Annual Report.

- Deliverable: Response to Part IX of the Annual Report.

3. General NPDES Continuing Services

- a. Attending meetings as requested. The deliverable for meeting with the Town will be meeting notes. The deliverable for meeting E Sciences' personnel attend on behalf of the Town will be meeting minutes.
- b. Assisting the Town with responding to one round of Requests for Additional Information (RAIs) from FDEP in regard to the Bacterial Pollution Control Plan (BPCP). The BPCP was submitted in June 2020 as an attachment to the Year 3 annual report. At the time of this proposal, the Town had not received an RAI or approval from FDEP. The deliverable for this task would be a draft response to FDEP for review and submittal by the Town (or E Sciences as requested).
- c. Continuing to provide NPDES MS4 Permit implementation technical support to the Town as needed and requested by Town staff. There are no specific deliverables associated with this task.

FEE

We propose a continuing fee of not to exceed \$21,640 to continue to provide technical assistance to the Town for implementation of the Town's NPDES MS4 permit. Services will be invoiced in accordance with our mutually agreed schedule of fees at the applicable rates. E Sciences will notify you, prior to proceeding, of additional costs necessary to complete the project. Please note that payment of our invoice is due upon receipt.

SCHEDULE

We will continue coordination with the Town immediately upon receipt of our authorization to proceed. We can begin preliminary coordination with you within one day of our receipt of authorization to proceed. Assuming we receive notice to proceed by March 31, 2021, we will submit the draft Annual Report and backup documentation to you no later than June 1, 2021. Any comments received by us from the Town by Monday, June 15, 2021, will be addressed prior to submittal to FDEP on or before Tuesday, June 30, 2021.

AUTHORIZATION

The services proposed herein will be provided under the terms and conditions of the “General Environmental Engineering Consulting Services” contract executed between E Sciences and the City of Fort Lauderdale as permitted by agreement between the Town of Southwest Ranches and the City of Fort Lauderdale. Please provide written notice of authorization to proceed with the proposed scope in accordance with the “General Environmental Engineering Consulting Services” contract executed on September 1, 2020.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at (954) 484-8500.

Sincerely,
E SCIENCES, INCORPORATED



Rachel E Vitek, GISP
Senior Scientist/Project Manager



Maria Paituvi, P.E.
Senior Engineer

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Project Name: NPDES Permit Implementation Cycle 4 Year 4
 Client: Town of Southwest Ranches
 Site:
 Location:
 Proposal Number: 2-0876-P15

Name of the Task	EMPLOYEE	TASK 1 Annual Report Prep		TASK 2 Assess Prog Reporting		TASK 3 County Table		TASK 4 Assess report for reapp		TASK 5 Eval of SWMP		TASK 6 TMDL Update		TOTALS	
		Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
Principal		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Senior Project Professional		0	\$ -	8	\$ 1,360.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,360.00
Senior Professional II		12	\$ 1,980.00	20	\$ 3,300.00	4	\$ 660.00	4	\$ 660.00	10	\$ 1,650.00	4	\$ 660.00	54	\$ 8,910.00
Senior Professional I		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Project Professional I		15	\$ 1,800.00	32	\$ 3,840.00	0	\$ -	0	\$ -	4	\$ 480.00	8	\$ 960.00	59	\$ 7,080.00
Staff Professional II		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Staff Professional I		85	\$ 3,400.00	0	\$ -	4	\$ 340.00	0	\$ -	0	\$ -	0	\$ -	44	\$ 3,740.00
Technician II		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Technician I		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Senior GIS Analyst		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
CADD/GIS		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Admin Asst / Clerical		2	\$ 110.00	2	\$ 110.00	2	\$ 110.00	2	\$ 110.00	2	\$ 110.00	0	\$ -	10	\$ 550.00
TOTAL LABOR		69	\$ 7,290.00	62	\$ 8,610.00	10	\$ 1,110.00	6	\$ 770.00	16	\$ 2,240.00	12	\$ 1,620.00	175	\$ 21,640.00
TOTAL LABOR			\$ 7,290.00		\$ 8,610.00		\$ 1,110.00		\$ 770.00		\$ 2,240.00		\$ 1,620.00		\$ 21,640.00
TOTAL SUBCONTRACTORS			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL FIXED COSTS			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL LABOR AND EXPENSES			\$ 7,290.00		\$ 8,610.00		\$ 1,110.00		\$ 770.00		\$ 2,240.00		\$ 1,620.00		\$ 21,640.00

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AGREEMENT

between

CITY OF FORT LAUDERDALE

and

E SCIENCES, INCORPORATED

for

General Environmental Engineering Consulting Services

RFQ No. 12355-106

AGREEMENT

THIS IS AN AGREEMENT made and entered into this **1 day of September 2020**, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality, (hereinafter referred to as "CITY")

and

E SCIENCES, INCORPORATED, a Florida corporation (hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting September 1, 2020, authorized by motion the execution of this Agreement between CONSULTANT and CITY, authorizing the performance of **General Environmental Engineering Consulting Services, RFQ No. 12355-106** (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSUL TANT dated September 1, 2020 and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by the CONSUL TANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.3 CONSULTANT's PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the CONSUL TANT that by its issuance recommends that CITY pay identified amounts to the CONSUL TANT for services performed by the CONSULT ANT at the Project.
- 1.4 CHANGE ORDER: A written order to the CONSUL TANT approved by the CITY

authorizing a revision of this Agreement between the CITY and the CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSTRUCTION STANDARDS: Generally, the construction standards shall be as defined in the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions. City's Public Works Director or designee may modify or establish new standards to suit the requirements of a specific project.
- 1.12 CONSULTANT: **E Sciences, Incorporated**, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.13 CONTRACT ADMINISTRATOR: The Public Works Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.14 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.15 DEPARTMENT DIRECTOR: The director of the Public Works Department for the City of Fort Lauderdale.

- 1.16 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 OMISSION: A scope of work missed by the CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the CONSULTANT, but before the construction process was materially affected.
- 1.20 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT's final detailed Construction Documents of the Project.
- 1.21 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 PRELIMINARY PLANS: The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.24 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected,

employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.

- 1.25 SPECIFICATIONS: The specifications referred to in this agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.26 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by the CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the CONSULTANT submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.27 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and the CONSULTANT.
- 1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: **General Environmental Engineering Consulting Services**, Continuing Contract as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required

by the Scope of Services and contemplated in CONSULTANT's level of effort.

- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.
- 4.3 The Contract documents shall have the following order of precedence:
- A. Change orders (to the extent permitted under this Agreement)
 - B. This Agreement and all exhibits, addendums and amendments thereto;
 - C. CITY's solicitation dated December 24/2019;
 - D. Negotiated Task Orders;
 - E. CONSULTANT's response to the CITY's solicitation dated January 22/2020

ARTICLE 5 TASK ORDERS

- 5.1 The Project will be divided into "Tasks."
- 5.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 5.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 5.3.1 Providing additional copies of reports, contract drawings and documents; and
- 5.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 5.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide, after City Commission approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 The initial term of this Agreement shall be for **two (2)** years from the date of this

Agreement. The CITY shall have the option to renew this Agreement for **three (3)** successive **one (1)** year terms under the same terms, conditions, and compensation as set forth herein.

- 6.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

- 6.2.1 Any work pursuant to a Task Order that commences prior to and will extend beyond the expiration date of the term of this Agreement shall continue until completion at the same prices, terms and conditions of this Agreement. All licenses and required insurance shall remain active and in place through completion of work under the Task Order.

Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

- 6.3 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.

- 6.4 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

- 6.4.1 Any work pursuant to a Task Order that commences prior to and will extend beyond the expiration date of the term of this Agreement shall continue until completion at the same prices, terms and conditions of this Agreement. All licenses and required insurance shall remain active and in place through completion of work under the Task Order.

ARTICLE 7

COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

Not To Exceed Amount Compensation

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including Reimbursables; and profit, or as required by individual Task Order.

7.2 REIMBURSABLES

7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance

telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs and special inspections approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the Construction Contractor.

D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

7.2.2 Reimbursable sub-consultant expenses are limited to the items described above when the sub-consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

- 7.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 7.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.
- 7.4.3 Payments are scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).
- 7.4.4 Payment may be made to CONSULTANT at:
E Sciences, Incorporated
34 E. Pine Street
Orlando, FL 32801
nlocke@esciencesinc.com
(954) 484-8500

ARTICLE 8 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the parties for amounts in the aggregate under \$100,000 per project. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

- 9.1 The CONSULTANT shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for design or construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.
- 9.2 The CONSULTANT shall attend conferences or meeting as requested by CITY and as approved by Task Orders.
- 9.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more,

CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

- 9.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 9.5 The CONSULTANT shall attend all pre-proposal conferences.
- 9.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 9.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
 - 9.9.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of the CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.

- 9.9.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to the CONSULTANT for reimbursement for Errors and Omissions.
- 9.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.9.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.9.5 In executing this Agreement, the CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 9.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 10 CITY'S RESPONSIBILITIES

- 10.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- 10.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 10.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11 MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be

entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

11.2.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

11.2.5 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of

CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY 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 of three (3) 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 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 CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

11.4 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187).

2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.

3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.

4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.

5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

11.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

11.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

11.7 SUBCONSULTANTS

11.7.1 CONSULTANT may subcontract certain items of work to sub-consultant. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

11.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

AirQuest Environmental, Inc

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or

encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSULTANT represents that all persons delivering the services required by 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 in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

11.9 INDEMNIFICATION OF CITY

11.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

11.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of

\$100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$100.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY's liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide and shall require all of its subconsultants and subcontractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The Commercial General Liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The CONSULTANT shall provide the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given thirty (30) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the

insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.

- C. CONSULTANT shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit

Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required:

City of Fort Lauderdale included as an Additional Insured

Employees included as insured

Broad Form Contractual Liability

Waiver of Subrogation Premises/Operations Products/Completed

Operations Independent Contractors

11.11.3 AUTOMOBILE LIABILITY

A. Limits of Liability:

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person; \$500,000 each occurrence

Property Damage - \$100,000 each occurrence

B. Endorsements Required: Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Deductible- not to exceed 10%
Must be in effect for at least five (5) years
after Project completion

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or

renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall suspend the Agreement until such time as the new or renewed certificates are received by the CITY or terminate in accordance with Section 11.2.

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

11.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY 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.

11.17 CONFLICTS

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

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons 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 CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

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

11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, 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, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT 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.

11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws

of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY 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.

In the event CONSULTANT is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the CITY may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The CONSULTANT waives any and all defenses to the CITY's enforcement in Canada of a judgment entered by a court in the United States of America.

11.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1), signed Agreement, treated as an original.

11.27 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

CITY: Public Works Director or designee
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5772

With a copy to: City Manager
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5037

CONSULTANT: **E Sciences, Incorporated**
Peter K. Partlow
34 E. Pine Street
Orlando, FL 33617
nlocke@esciencesinc.com
(954) 484-8500

11.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

11.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

11.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT 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. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

11.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.32 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

11.33 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be

amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The CITY may terminate this Agreement at the CITY's option if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

11.34 Public Records

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSULTANT shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. 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 this Agreement if the CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the

CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

11.35 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

11.36 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

11.37 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY

CITY OF FORT LAUDERDALE

ATTEST:



JEFFREY A. MODARELLI
City Clerk

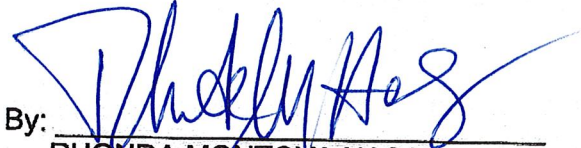
By:



CHRISTOPHER J. LAGERBLOOM,
City Manager

(CORPORATE SEAL)

Approved as to form:



By:

RHONDA MONTOYA HASAN
Assistant City Attorney

WITNESSES:

[Signature]
Signature
Lilian Arguello
Print Name

[Signature]
Signature
Laura Nuñez
Print Name

E SCIENCES, INCORPORATED

By: [Signature]
Peter K, Partlow, President

Attest:

By: [Signature]
, Secretary



CORPORATE SEAL

STATE OF FLORIDA:
COUNTY OF ~~BROWARD~~:
Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2020, by Peter K, Partlow as President for E Sciences, Incorporated a Florida corporation

(SEAL)



LAURA MALDRIDGE
Commission # GG 222870
Expires June 3, 2022
Bonded Thru Budget Notary Services

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

Laura M. Aldridge
(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "A"
SCOPE OF SERVICES

The City of Fort Lauderdale is seeking the services of a qualified consulting firm or firms to provide professional services related to a continuing contract for general environmental engineering consultant services and shall include, but not be limited to, the following services as authorized by individual task orders for individual projects:

The following is a list of services that may be required on an as-needed basis as requested by the City. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by environmental engineering consultants, and for which the firm(s) are experienced, qualified, able to perform, in the City's sole opinion:

1. Prepare permit applications and attend meetings with various permitting agencies.
2. Make written or verbal reports to the City Commission, County Commission and State regulatory agencies.
3. Assist in applying for and obtaining grants, including preparation of grant applications, meeting with public officials, and performing other services in connection with grant applications.
4. Review existing ordinances and guidelines and assist in developing new ordinances and guidelines or amendments to existing ordinances and guidelines.
5. Assist the City in implementing and maintaining compliance with Federal, State, County, and municipal laws, rules, regulations and ordinances.
6. Provide testing or monitoring services with respect to environmental measurements.
7. Asbestos, lead-based paint and radon site testing, assessment and remediation plans.
8. Phase I and Phase II environmental site assessments.
9. Ground water contamination testing, assessment and remediation plans.
10. Dewatering plume calculations for drawdown effects.
11. Soil contamination testing, assessment and remediation plan.
12. Sediment contamination testing, assessment and remediation plan.
13. Atmospheric contamination testing, assessment and remediation plans.
14. Mold contamination testing, assessment and remediation plans.
15. Miscellaneous contamination testing, assessment and remediation plans.
16. Indoor air quality standards studies, assessment and remediation plans.
17. Brownfield compatibility legislation studies.
18. Above ground and below ground petroleum storage tank contamination testing and evaluation.
19. Endangered and/or threatened species evaluation and relocation above ground or below ground.
20. Inspection services to monitor possible, threatened or actual contamination and remediation activities.
21. Design remediation systems related to contamination found at City sites.

22. Carbon Foot Print audits for select facilities or infrastructure.
23. Sustainability evaluation reports.
24. Wetland delineations.
25. Environmental / social justice evaluations
26. Water Quality evaluations.
27. Historical and archeological reviews.
28. U.S. Department of Housing and Urban Development (HUD) / National Environmental Policy Act (NEPA) environmental assessments and remediation plans.
29. Conduct benthic surveys for City waterways, canals and the Intracoastal Waterway system.
30. Assist City to prepare environmental permits applications, respond to Request for Additional Information (RAI), and obtain environmental permits associated with seawall work, canal maintenance dredging or any dredging work for marine facilities.
31. Design, install and monitor groundwater wells.
32. Design, install and monitor tide gauges.
33. Wetland and wetlands landscape design.
34. Pond design.
35. Nutrient removal calculations for stormwater systems.
36. Low impact stormwater system design.
37. Conduct greenhouse gas inventories.
38. Similar and directly related services not specifically listed.

EXHIBIT "B"

HOURLY BILLING RATES FOR TASK ORDERS

General Environmental Engineering Consulting Services Prime

E SCIENCES, INCORPORATED

PRINCIPAL Registered Engineer/Geologist/Scientist	\$ 220.00	Hour
SENIOR II Registered Engineer/Geologist/Scientist	\$ 165.00	Hour
SENIOR I Registered Engineer/Geologist/Scientist	\$ 155.00	Hour
SENIOR PROJECT Engineer/Geologist/Scientist	\$ 170.00	Hour
PROJECT Engineer/Geologist/Scientist	\$ 120.00	Hour
STAFF II Engineer/Geologist/Scientist	\$ 95.00	Hour
STAFF I Engineer/Geologist/Scientist	\$ 85.00	Hour
SENIOR GIS Analyst	\$ 90.00	Hour
CADD/GIS Analyst	\$ 80.00	Hour
TECHNICIAN II	\$ 80.00	Hour
TECHNICIAN I	\$ 65.00	Hour
ADMINISTRATIVE ASSISTANT/CLERICAL	\$ 55.00	Hour

Sub Consultant

AirQuest Environmental, Inc.

Administration	\$ 55.00	Hour
Field Technician	\$ 68.00	Hour
Industrial Hygienist	\$ 80.00	Hour
Senior Project Manager	\$ 135.00	Hour
Certified Industrial Hygienist / Certified Safety	\$ 155.00	Hour
Professional Engineer	\$ 170.00	Hour

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Request for Qualifications

RFQ # 12355-106

General Environmental Engineering Consulting Services

Pursuant to Section 287.055
Consultants' Competitive Negotiation Act (CCNA)

City of Fort Lauderdale



Procurement Services Division
Fausto Vargas, Procurement Specialist
Fort Lauderdale City Hall
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, Florida 33301

Web Site Address: www.fortlauderdale.gov/purchasing

Section I – Introduction and Information

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide specific General Environmental Engineering Consulting Services, as further described in Section III – Scope of Services. Those firms who are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

1.2 Submission Deadline

Sealed responses shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than **January 28, 2020, at 2:00 p.m. EST** (the deadline), at which time and place the responses will be publicly opened and the names of the firms will be read. After the deadline, responses will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-Proposal Meeting

A Pre-proposal meeting is not currently scheduled for this solicitation.

1.4 BIDSYNC

The City of Fort Lauderdale uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BIDSYNC. Offerors are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSNYC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for an Offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.

1.5 Point of Contact

All inquiries concerning this RFQ, questions, and requests for additional information shall be sent via the BIDSNYC question and answer feature to:

City of Fort Lauderdale, Procurement Services Division
Attn: Fausto Vargas, Procurement Specialist
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Fax: (954) 828-6167
E-mail: fvargas@fortlauderdale.gov

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Consultants please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price

or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Consultant has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

1.6 Debarred or Suspended Bidders or Proposers

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subconsultants are presently debarred or suspended by any Federal department or agency.

1.7 Scrutinized Companies List

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

By submitting a bid, SOQ or response, the company, principals, or owners certify that they are not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

END OF SECTION

Section II – General Terms and Conditions

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the point of contact utilizing the question / answer feature provided by BIDSYNC and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BIDSNYC and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BIDSYNC as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.2 Changes and Alterations

Consultant may change or withdraw a SOQ at any time prior to SOQ submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the SOQ deadline.

2.3 Consultants' Costs

The City shall not be liable for any costs incurred by consultants in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes

The consultant shall examine this RFQ carefully. The submission of a SOQ shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.5 Acceptance of Responses / Minor Irregularities

2.5.1 The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.

2.5.2 The City reserves the right to disqualify Consultant during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

2.6 Responsiveness

In order to be considered responsive to the solicitation, the firm's response shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.7 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.8 Minimum Qualifications

Firms shall be registered engineering firms licensed with the state of Florida and must possess sufficient financial support, equipment and organizational resources, to ensure that it can satisfactorily perform the services if awarded a Contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one City similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Firms shall satisfy each of the following requirements cited below. Failure to do so may result in the SOQ being deemed non-responsive.

2.8.1 Proposer or principals must have a minimum of five (5) years relevant experience providing General Environmental Engineering Consulting Services. Individual(s) assigned to the work must have a minimum of five (5) years' experience. Project manager assigned to the work must have at least a minimum of five (5) years' experience in General Environmental Engineering Consulting Services and have served as project manager on at least three (3) previous projects of similar size and scope.

2.8.2 Before awarding a contract, the City reserves the right to require that a firm submit such evidence of his/her qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.8.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.8.4 Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.8.5 Consultant(s) must be appropriately licensed and registered in the State of Florida in the required field of service.

2.9 Lobbying Activities

ALL CONSULTANTS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort

Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.10 Protest Procedure

2.10.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.10.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.11. Public Entity Crimes

Consultant, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.12 Sub-Consultants

2.12.1 A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. Consultant must clearly reflect in its SOQ the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

2.12.2 Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFQ, Sub-consultants hourly rates

or fees, any applicable licenses, insurance, references, ownership, and other information required of Consultant.

2.13 Insurance Requirements

2.13.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.13.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.13.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

2.13.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.13.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.13.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.13.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.13.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.13.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.13.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.13.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.
- 2.13.12** OPTIONAL COVERAGES (for specialty contracts as determined by Risk Management)

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

2.14 Contract Agreement

Any subsequent contract will be subject to the Agreement included as an attachment and made a part of this Request for Qualifications.

2.15 Contract Term

The initial contract term shall commence upon final execution of the contract by the City and shall expire Two (2) years from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

By submitting a SOQ each firm is confirming that the firm has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).

2.16 Award of Contract

A Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The draft agreement is provided herein as an attachment to this RFQ. The City reserves the right to award a contract to more than one Consultant as is in the City's best interest.

2.17 Unauthorized Work

The Successful Consultant(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Consultant(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Consultant(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.18 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

2.19 Prohibition Against Contingent Fees

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not and will not employ or retain any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure an agreement pursuant to this competitive solicitation and that he or she has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of an agreement pursuant to this competitive solicitation.

2.20 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.21 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.22 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.23 Modification of Services

2.23.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.23.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.23.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered

are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

- 2.23.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.24 Invoices/Payment

Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

Section III - Scope of Services

SECTION II - SCOPE OF SERVICES The City of Fort Lauderdale is seeking the services of a qualified consulting firm or firms to provide professional services related to a continuing contract for general environmental engineering consultant services and shall include, but not be limited to, the following services as authorized by individual task orders for individual projects:

The following is a list of services that may be required on an as-needed basis as requested by the City. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by environmental engineering consultants, and for which the firm(s) are experienced, qualified, able to perform, in the City's sole opinion:

1. Prepare permit applications and attend meetings with various permitting agencies.
2. Make written or verbal reports to the City Commission, County Commission and State regulatory agencies.
3. Assist in applying for and obtaining grants, including preparation of grant applications, meeting with public officials, and performing other services in connection with grant applications.
4. Review existing ordinances and guidelines and assist in developing new ordinances and guidelines or amendments to existing ordinances and guidelines.
5. Assist the City in implementing and maintaining compliance with Federal, State, County, and municipal laws, rules, regulations and ordinances.
6. Provide testing or monitoring services with respect to environmental measurements.
7. Asbestos, lead-based paint and radon site testing, assessment and remediation plans.
8. Phase I and Phase II environmental site assessments.
9. Ground water contamination testing, assessment and remediation plans.
10. Dewatering plume calculations for drawdown effects.
11. Soil contamination testing, assessment and remediation plan.
12. Sediment contamination testing, assessment and remediation plan.
13. Atmospheric contamination testing, assessment and remediation plans.
14. Mold contamination testing, assessment and remediation plans.
15. Miscellaneous contamination testing, assessment and remediation plans.
16. Indoor air quality standards studies, assessment and remediation plans.
17. Brownfield compatibility legislation studies.
18. Above ground and below ground petroleum storage tank contamination testing and evaluation.
19. Endangered and/or threatened species evaluation and relocation above ground or below ground.
20. Inspection services to monitor possible, threatened or actual contamination and remediation activities.
21. Design remediation systems related to contamination found at City sites.
22. Carbon Foot Print audits for select facilities or infrastructure.
23. Sustainability evaluation reports.
24. Wetland delineations.
25. Environmental / social justice evaluations
26. Water Quality evaluations.

27. Historical and archeological reviews.
28. U.S. Department of Housing and Urban Development (HUD) / National Environmental Policy Act (NEPA) environmental assessments and remediation plans.
29. Conduct benthic surveys for City waterways, canals and the Intracoastal Waterway system.
30. Assist City to prepare environmental permits applications, respond to Request for Additional Information (RAI), and obtain environmental permits associated with seawall work, canal maintenance dredging or any dredging work for marine facilities.
31. Design, install and monitor groundwater wells.
32. Design, install and monitor tide gauges.
33. Wetland and wetlands landscape design.
34. Pond design.
35. Nutrient removal calculations for stormwater systems.
36. Low impact stormwater system design.
37. Conduct greenhouse gas inventories.
38. Similar services not specifically listed.

Section IV – Submittal Requirements

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy' The City of Fort Lauderdale uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BIDSYNC. Offerors are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSNYC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for an Offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.
- 4.1.2** Careful attention must be given to all requested items contained in this RFQ. Consultants are invited to submit responses in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a SOQ. Consultants must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Consultant's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.
- 4.1.3** All information submitted by Offeror shall be typewritten or provided as otherwise instructed to in the RFQ. Offerors shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.
- 4.1.4** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.
- 4.1.5** All responses will become the property of the City. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether

any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
 3. 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 this contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this 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 this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** One (1) original and two (3) copy plus three (5) electronic (soft) copies (Flash Drive) of your SOQ, shall be delivered by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their SOQs are received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.2 Contents of the Statement of Qualification

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than fifty (50) pages double-sided, be bound in a soft cover binder, and utilize recyclable and recycled-content materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled thumb drives in an envelope. The responses shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements stated herein or through the RFQ.

Note: Do not include pricing - Compensation will be requested and considered only during the competitive negotiations process.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the SOQ.

4.2.3 Firm Qualifications and Experience

Respondents must submit a complete Standard Form 330 or facsimile and provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); company address, phone number, fax number, e-mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Organizational Profile and Project Team

This section shall include a detailed profile of the organization and identify the project team (on Standard Form 330). Providing this information on an organizational chart is recommended. This section shall also include resumes of the project team. Lastly this section shall include details of how each project team member will contribute to the project, in what capacity, and the level of involvement they will have. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the City.

4.2.6 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.7 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information shall include:

- Client Name, address, contact person telephone and FAX numbers and e-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the construction; estimated and actual.
- Value engineering or value-added efforts.

Note: Do not simply include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale as well.

4.2.8 Required Forms (See Section 6)

a. Statement of Qualification Certification

Complete and attach the Statement of Qualification Certification provided herein in Section 6 - Required Forms

b. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

c. Contract Payment Method

This form must be completed and returned with your SOQ. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

d. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

f. Non-Discrimination Certification Form

- 4.3** By submitting a SOQ, each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes.
- 4.4** Before awarding a contract, the City reserves the right to require that a firm submit such evidence of his/her qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

Section V - Evaluation and Award

5.1 Evaluation Procedure

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the SOQ's as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultant's Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its SOQ will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The committee shall short list no less than three (3) submittals, assuming that three submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular discipline. The committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publically advertised Evaluation Meetings. The City may request and the firm shall provide additional information deemed necessary by the evaluation committee to conduct evaluations.
- 5.1.3** The final ranking and the Evaluation Committee's recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall request the City Commission approve the final ranking and authorize staff to commence negotiations with the top ranked proposer(s).
- 5.1.4** If the city manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

5.2 Evaluation Criteria

- 5.2.1** Pre Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
- 5.2.2** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as

number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.3 Weighted Criteria	Percentage
Qualifications of firm: To include years of experience, licenses, Insurance, other pertinent information.	25
Qualification of Project Team: To include personnel used for the project, project manager, Subconsultants , joint ventures.	25
Approach to Scope of Work (including planned M/WBE participation efforts)	25
Previous Similar Projects; References	25
TOTAL	100%

5.3 Contract Award

- 5.3.1** The City reserves the right to award multiple contract(s) to more than one Consultant(s) who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 5.3.2** Upon award of Contract(s) by the City Commission, the City Manager is authorized to execute the Contract(s) on behalf of the City.
- 5.3.3** The City Manager shall appoint a contract administrator or project manager for contract(s) to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

Section VI

Required Forms

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STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Does your firm qualify for MBE or WBE status: MBE _____ WBE _____ SMB _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If submitting your response electronically through BIDSYNC you must click the exception link if any variation or exception is taken to the specifications, terms and conditions.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of five hundred dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

CONTRACT PAYMENT METHOD BY P-CARD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

In accordance with Article 7, item 7.4.3 of the consultant agreement attached herein, payments for all services will be made utilizing the City's P-Card program (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of the agreement.

Please indicate with which credit card you prefer to be paid:

_____ MasterCard

_____ Visa Card

Company Name: _____

Name (printed)

Signature

Date:

Title

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov/purchasing

SHORTLIST

RFQ No. 12355-106 General Environmental Engineering Consulting Services

Proposals shortlisted for further consideration.

E Sciences, Incorporated

Gallagher Bassett Services, Inc

GHD Services Inc

Langan Engineering and Environmental Services, Inc

Terracon Consultants, Inc

Wood Environmental and Infrastructure, Solutions, Inc

For comments or questions contact Fausto Vargas, Procurement Specialist, at (954) 828-6167 or email: fvargas@fortlauderdale.gov