



Southwest Ranches Town Council

REGULAR MEETING Agenda of July 29, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Jim Allbritton Gary Jablonski David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA <u>Town Financial</u> <u>Administrator</u> Martin Sherwood, CPA CGFO	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town</u> <u>Administrator/Town Clerk</u> Russell C. Muniz, MPA
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Solid Waste Working Group Presentation - Commissioner Beam Furr and Mayor Greg Ross**

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.

4. Lake House Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-29-21 TO SUBDIVIDE 9.97 ACRES OF PROPERTY INTO TWO LOTS OF 7.47 AND 2.50 ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF STIRLING ROAD, ONE QUARTER MILE WEST OF MATHER BOULEVARD; LEGALLY DESCRIBED AS TRACT 11 LESS THE NORTH 55 FEET, AND A PORTION OF TRACT 12, IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF 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 JULY 8, 2021 MEETING}**

5. 5353 Hancock Road Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-32-21 TO SUBDIVIDE 4.866 GROSS ACRES OF PROPERTY INTO TWO LOTS OF 2.003 AND 2.863 NET ACRES; GENERALLY LOCATED ON THE WEST SIDE OF HANCOCK ROAD APPROXIMATELY 1,600 FEET SOUTH OF EAST PALOMINO DRIVE; COMPRISING PORTIONS OF TRACTS 39 AND 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND ADJOINING LAND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" HERETO; 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 JULY 8, 2021 MEETING}**

6. 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.

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

Ordinance - 2nd Reading

11. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN ("WSFWP") AND ADOPTING IMPLEMENTING AMENDMENTS TO THE GOALS, OBJECTIVES AND POLICIES OF THE UTILITIES ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL OF THE TEN-YEAR WSFWP AND RELATED COMPREHENSIVE PLAN AMENDMENTS TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-3) {Approved on First Reading - January 28, 2021}{TABLED FROM MAY 27, 2021 MEETING) {STAFF REQUESTING A TABLING TO SEPTEMBER 9, 2021}**

Resolutions

12. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2022; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.**
13. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART RESOLUTION 2011-084 BY PROVIDING A NEW SECTION 3, PURPOSE AND DEFINITIONS; INCORPORATING THE 2021 FIRE PROTECTION ASSESSMENT REPORT; APPROVING PRELIMINARY FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2021-22; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION**

ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING A ZONING IN PROGRESS, APPROVED PURSUANT TO RESOLUTION NO. 2021-032, TO FURTHER REGULATE ANY NEW COMMERCIAL NURSERY, EXPANSION OF AN EXISTING COMMERCIAL NURSERY, OR STORAGE OR GROWTH OF ANY PLANT MATERIAL IN CONTAINERS; EXTENDING THE ZONING IN PROGRESS FOR A PERIOD OF TIME NOT TO EXCEED NINETY (90) DAYS OR UNTIL THE TOWN'S REVISED REGULATIONS HAVE BEEN ADOPTED, WHICHEVER IS SOONER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENACTING A ZONING IN PROGRESS PURSUANT TO SECTION 005-240 OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"); DIRECTING TOWN STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF WAIVER OF PLAT APPLICATIONS; AUTHORIZING AND DIRECTING THE STUDY AND REVIEW OF THE TOWN'S SUBDIVISION PROCEDURES; PROVIDING THAT THE ACCEPTANCE AND PROCESSING OF WAIVER OF PLAT APPLICATIONS SHALL BE DEFERRED FOR A PERIOD OF TIME NOT TO EXCEED ONE HUNDRED EIGHTY (180) DAYS OR UNTIL THE TOWN COUNCIL CONSIDERS AMENDED LAND DEVELOPMENT REGULATIONS, WHICHEVER OCCURS FIRST; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
- 17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A CHARTER REVIEW COMMITTEE PURSUANT TO SECTION 7.03 OF THE**

TOWN'S CHARTER; PROVIDING FOR THE APPOINTMENT OF THE COMMITTEE MEMBERS; PROVIDING A COMMITTEE SUNSET DATE; AND PROVIDING AN EFFECTIVE DATE.

- 18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REQUESTING THE FLORIDA LEGISLATURE TO ADOPT A LOCAL BILL TO ALLOW THE TOWN TO DETERMINE IF IT WOULD LIKE TO PROTECT ITS FARM ANIMALS BY PROHIBITING THE SALE AND USE OF FIREWORKS EXCEPT BY PERMIT; AUTHORIZING THE SUBMISSION OF A LOCAL BILL TO THE BROWARD DELEGATION IN SUBSTANTIALLY THE SAME FORM AS THAT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.**
- 19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH RG UNDERGROUND ENGINEERING, INC. IN THE AMOUNT OF ONE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND FIFTY CENTS (\$148,834.50) TO COMPLETE THE SW 50 STREET AND SW 182 TERRACE DRAINAGE IMPROVEMENTS (SWRA-032); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE SEVEN HUNDRED THIRTY-SEVEN THOUSAND FIVE DOLLARS AND ZERO CENTS (\$737,005.00) OF SURTAX FUNDING TO COMPLETE THE TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 196TH LANE, SW 199TH AVENUE, SW 201ST TERRACE, SW 202ND AVENUE, SW 48TH STREET, SW 48TH PLACE, SW 49TH COURT, SW 50TH PLACE, AND SW 50TH MANOR (BC-SWRANCHES-FY2020-00002); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE ONE MILLION TWO HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (\$1,223,165.00) OF SURTAX FUNDING TO COMPLETE THE TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 128TH AVENUE, SW 130TH AVENUE (MELALEUCA ROAD), SW 133RD AVENUE, SW 135TH AVENUE (LUPO LANE), AND SW 136TH AVENUE (HOLATEE TRAIL) (BC-SWRANCHES-FY2020-00003); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 22. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING A PURCHASE ORDER TO ALL POWER GENERATORS, CORP. IN THE AMOUNT OF**

\$12,500.00 TO REPLACE THE RADIATOR FOR THE GENERAC SD300 GENERATOR AT TOWN HALL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

23. Approval of Minutes

- a. June 10, 2021 Regular Meeting**
- b. June 24, 2021 Regular Meeting**

24. Adjournment

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



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

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

Town Council
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: 7/29/2021
SUBJECT: Lake House Waiver of Plat

Recommendation

Staff recommends approval subject to the Town Attorney's approval of an agreement granting ingress and egress rights to the proposed South Parcel and providing for maintenance of the improvements within the easement.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Petitioner requests Waiver of Plat to subdivide 9.97 acres into two parcels of 7.47 and 2.5 acres. Please refer to the staff memorandum for additional information.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Staff report	6/25/2021	Executive Summary
WP-29-21 Resolution - TA Approved	7/19/2021	Resolution
Sketch and Legal Description for North Lot	6/25/2021	Backup Material
Sketch and Legal Description for South Lot	6/25/2021	Backup Material
Mail notice radius map	6/25/2021	Backup Material
Mal Notice Mailing List	6/28/2021	Backup Material

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

July 8, 2021

SUBJECT: Waiver of Plat Application WP-29-21

LOCATION: 18100 Stirling Road; located on the south side of Stirling Road, one-quarter mile west of Mather Boulevard / SW 178th Avenue.

**OWNER/
PETITIONER:** Lake House Holdings, LLC

AGENT: Pillar Consultants, Inc.

**LAND USE PLAN
DESIGNATION:** Rural Ranches

ZONING: Rural Ranches

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

EXHIBITS: Staff Report, legal descriptions with sketches, notification map, and mailing list.

BACKGROUND AND ANALYSIS

The Petitioner requests approval of a Waiver of Plat to subdivide 9.97 acres ("Property") into two parcels of 7.47 acres (Lot 1, the "North Parcel") and 2.5 acres (Lot 2, the "South Parcel"). The proposed North Parcel is developed with a house and detached garage with a combined 4,842 square feet of floor area. The proposed South Parcel is undeveloped. A lake occupies approximately one-third of the Property, and the lake and a portion of a canal occupy approximately 45 percent of the proposed South Parcel. Since lakes and other water bodies that cross property lines are not credited toward net lot area, the Petitioner chose to satisfy the gross lot area requirement of 2.5 acres in lieu of the net area requirement of 2.0 acres. Both proposed parcels exceed the minimum 125 feet lot width requirement.

The creation of the South Parcel would not create any nonconformities on the North Parcel. The North Parcel would have sufficient area for a barn and paddock or agricultural use. The proposed South Parcel can potentially support a barn and paddock or agricultural use area, depending upon how it is developed. A future owner could also fill a small portion of the lake to create additional space for agricultural use if desired.

The North Parcel would continue to directly access Stirling Road. The proposed South Parcel would access Stirling Road from an ingress/egress easement running through the North Parcel. No additional right-of-way is required for Stirling Road at this location.

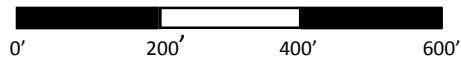
Letters of no objection are on file from all applicable utilities, including South Broward Drainage District.

RECOMMENDATION

Staff recommends approval of Application No. WP-29-21, subject to the Town Attorney's approval of an agreement granting ingress and egress rights to the proposed South Parcel and providing for maintenance of the improvements within the easement.

Pursuant to ULDC Sec. 115-090, the approval of Application No. WP-29-21 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-29-21
LOCATION MAP AND AERIAL



Graphic Scale



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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-29-21 TO SUBDIVIDE 9.97 ACRES OF PROPERTY INTO TWO LOTS OF 7.47 AND 2.50 ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF STIRLING ROAD, ONE QUARTER MILE WEST OF MATHER BOULEVARD; LEGALLY DESCRIBED AS TRACT 11 LESS THE NORTH 55 FEET, AND A PORTION OF TRACT 12, IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF 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 July 29, 2021 the Town Council reviewed Waiver of Plat Application No. WP-29-21 by Lake House Holdings, LLC ("Petitioner") to subdivide 9.97 acres into two lots of 7.47 and 2.50 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 July 29, 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-29-21 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, subject to recordation of an easement agreement approved as to form by the Town Attorney prior to recordation of this Resolution.

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 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 5. 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 _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

(Signatures are on the following page)

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
#100024.001

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Exhibit "A"

Parent Tract Legal Description

ALL OF TRACT 11 IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

TOGETHER WITH THAT PORTION OF TRACT 12 OF SAID NORTHWEST ONE-QUARTER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 12; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID TRACT 12 A DISTANCE OF 365 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY A DISTANCE OF 303.55 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID TRACT 12, SAID POINT BEING 30.11 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID TRACT 12; THENCE NORTHERLY ALONG A LINE THAT IS 30.11 FEET WEST OF A LINE PARALLEL WITH THE EAST LINE OF SAID TRACT 12 A DISTANCE OF 240 FEET; THENCE NORTHEASTERLY A DISTANCE OF 63.06 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 12; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID TRACT 12 A DISTANCE OF 597.12 FEET TO THE POINT OF BEGINNING. ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

LESS THAT PORTION OF TRACT 11 IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING NORTH OF LINE 55.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 6.

SAID LAND SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

Exhibit "B"

Legal description of Subdivided Lots

LOT 1 (NORTH PARCEL)

A PORTION OF TRACT 11 IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 990.30 FEET TO THE NORTHWEST CORNER OF SAID TRACT 11; THENCE SOUTH 01°47'04" EAST, A DISTANCE OF 55.02 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 330.10 FEET; THENCE SOUTH 01°47'07" EAST, A DISTANCE OF 942.82 FEET; THENCE SOUTH 88°18'05" WEST, A DISTANCE OF 330.0 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 38.85 FEET, THENCE NORTH 07°28'49" WEST, A DISTANCE OF 303.39 FEET, THENCE NORTH 01°47'04" WEST, A DISTANCE OF 240.0 FEET, THENCE NORTH 26°44'12" EAST, A DISTANCE OF 63.06 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 314.87 FEET TO THE POINT OF BEGINNING, ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 325,083 SQUARE FEET (7.47 ACRES) MORE OR LESS.

LOT 2 (SOUTH PARCEL)

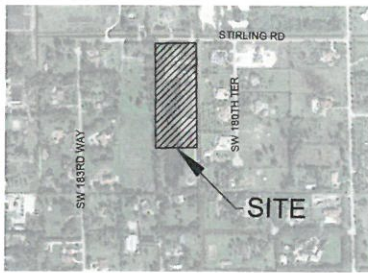
A PORTION OF TRACT 11 IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 1320.40 FEET TO THE NORTHEAST CORNER OF SAID TRACT 11; THENCE SOUTH 01°47'07" EAST, A DISTANCE OF 997.84 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°47'07" EAST, A DISTANCE OF 334.32 FEET, THENCE SOUTH 89°43'38" WEST, A DISTANCE OF 330.13 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 326.15 FEET; THENCE NORTH 88°18'05" EAST, A DISTANCE OF 330.0 FEET TO THE POINT OF BEGINNING, ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

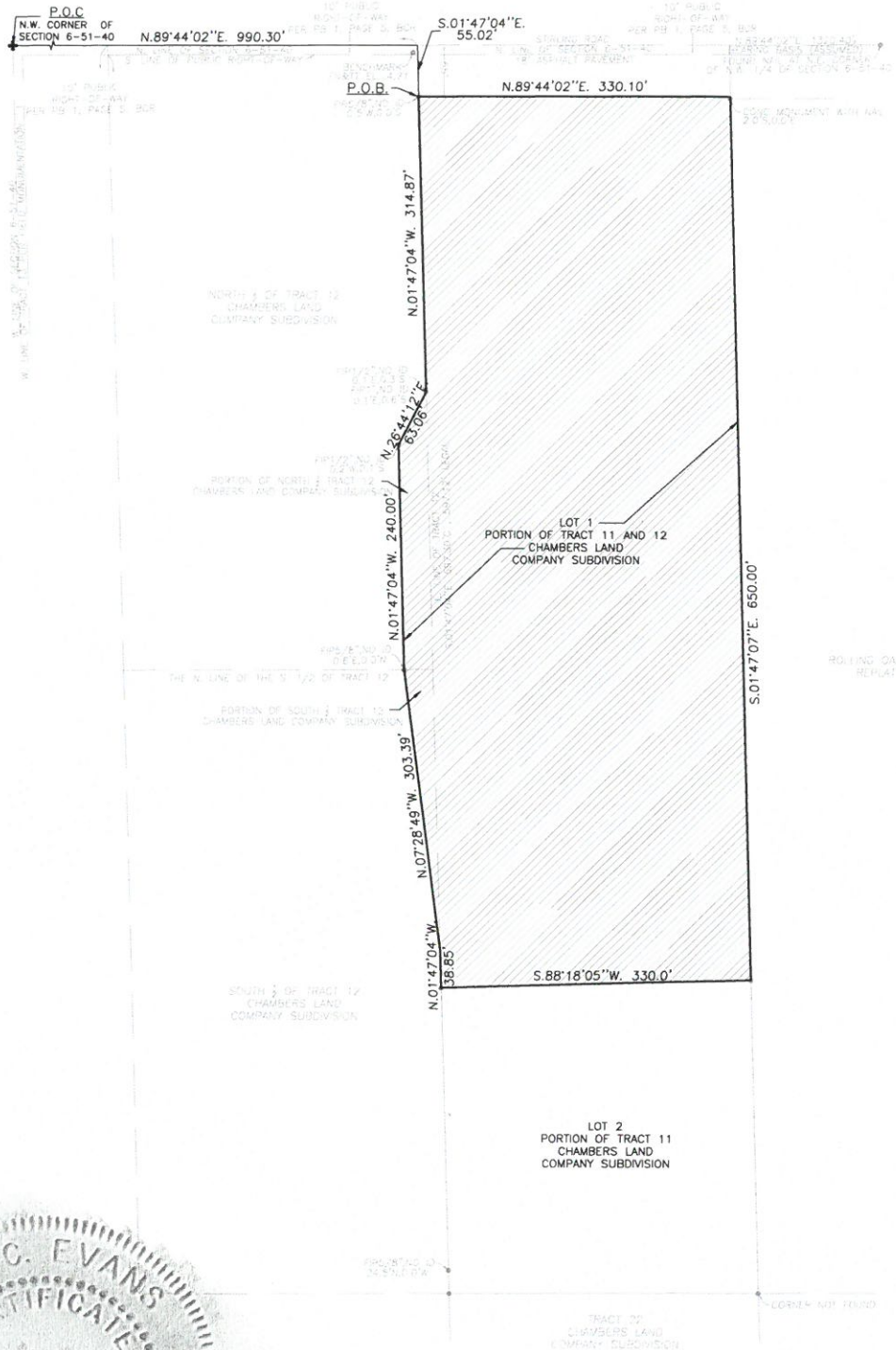
SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 108,979 SQUARE FEET (2.50 ACRES) MORE OR LESS.

—SKETCH AND DESCRIPTION—

NOTE: THIS IS NOT A SURVEY.



LOCATION MAP
NOT TO SCALE



LEGEND:

- BCR BROWARD COUNTY RECORDS
- PB PLAT BOOK
- PG PAGE
- ORB OFFICIAL RECORDS BOOK
- CL CENTERLINE
- R/W RIGHT-OF-WAY
- SEC SECTION
- U.E. UTILITY EASEMENT
- S.W.M. SURFACE WATER MANAGEMENT
- CWC CONTROL WATER ELEVATION
- CBS CONCRETE BLOCK STRUCTURE
- WPP WOOD POWER POLE
- CLP CONCRETE LIGHT POLE
- ANC ANCHOR
- TYP TYPICAL
- FIH FIRE HYDRANT
- GV GATE VALVE
- WM WATER METER
- SSM SANITARY SEWER MANHOLE
- CB CATCH BASIN
- EX EXISTING ELEVATION
- PR PROPOSED ELEVATION
- FD FLOW DIRECTION

PREPARED BY:
JAY C. EVANS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS4711
STATE OF FLORIDA

UPDATES / REVISIONS	DATE

Job No.: 18020 Date: 02/15/21 Drawn By: S.R.P. Scale: N.T.S. SHEET 1 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO RIGHTS-OF-WAY, EASEMENTS, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.
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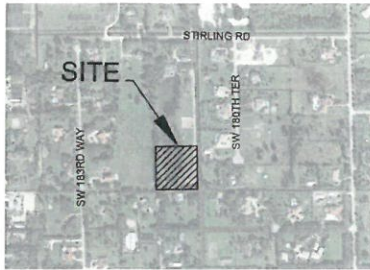
COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 990.30 FEET TO THE NORTHWEST CORNER OF SAID TRACT 11; THENCE SOUTH 01°47'04" EAST, A DISTANCE OF 55.02 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 330.10 FEET; THENCE SOUTH 01°47'07" EAST, A DISTANCE OF 942.82 FEET; THENCE SOUTH 88°18'05" WEST, A DISTANCE OF 330.0 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 38.85 FEET, THENCE NORTH 07°28'49" WEST, A DISTANCE OF 303.39 FEET, THENCE NORTH 01°47'04" WEST, A DISTANCE OF 240.0 FEET, THENCE NORTH 26°44'12" EAST, A DISTANCE OF 63.06 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 314.87 FEET TO THE POINT OF BEGINNING, ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 325,083 SQUARE FEET (7.47 ACRES) MORE OR LESS.

UPDATES / REVISIONS		DATE	NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO RIGHTS-OF-WAY, EASEMENTS, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.			
			NOTE: THIS INSTRUMENT IS THE PROPERTY OF PILLAR CONSULTANTS, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF PILLAR CONSULTANTS, INC.			
Job No.: 18020		Date: 02/15/21	Drawn By: S.R.P.		Scale: N.T.S.	SHEET 2 OF 2

-SKETCH AND DESCRIPTION-

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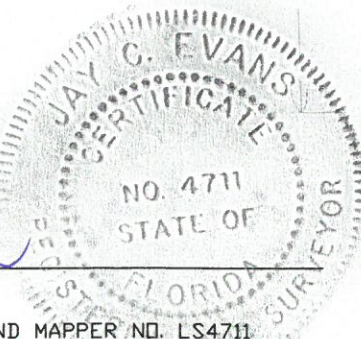


LOCATION MAP
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- WM WATER METER
- SM SANITARY SEWER MANHOLE
- CB CATCH BASIN
- EE EXISTING ELEVATION
- PE PROPOSED ELEVATION
- FD FLOW DIRECTION



PREPARED BY:
JAY C. EVANS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS4711
STATE OF FLORIDA

UPDATES / REVISIONS	DATE

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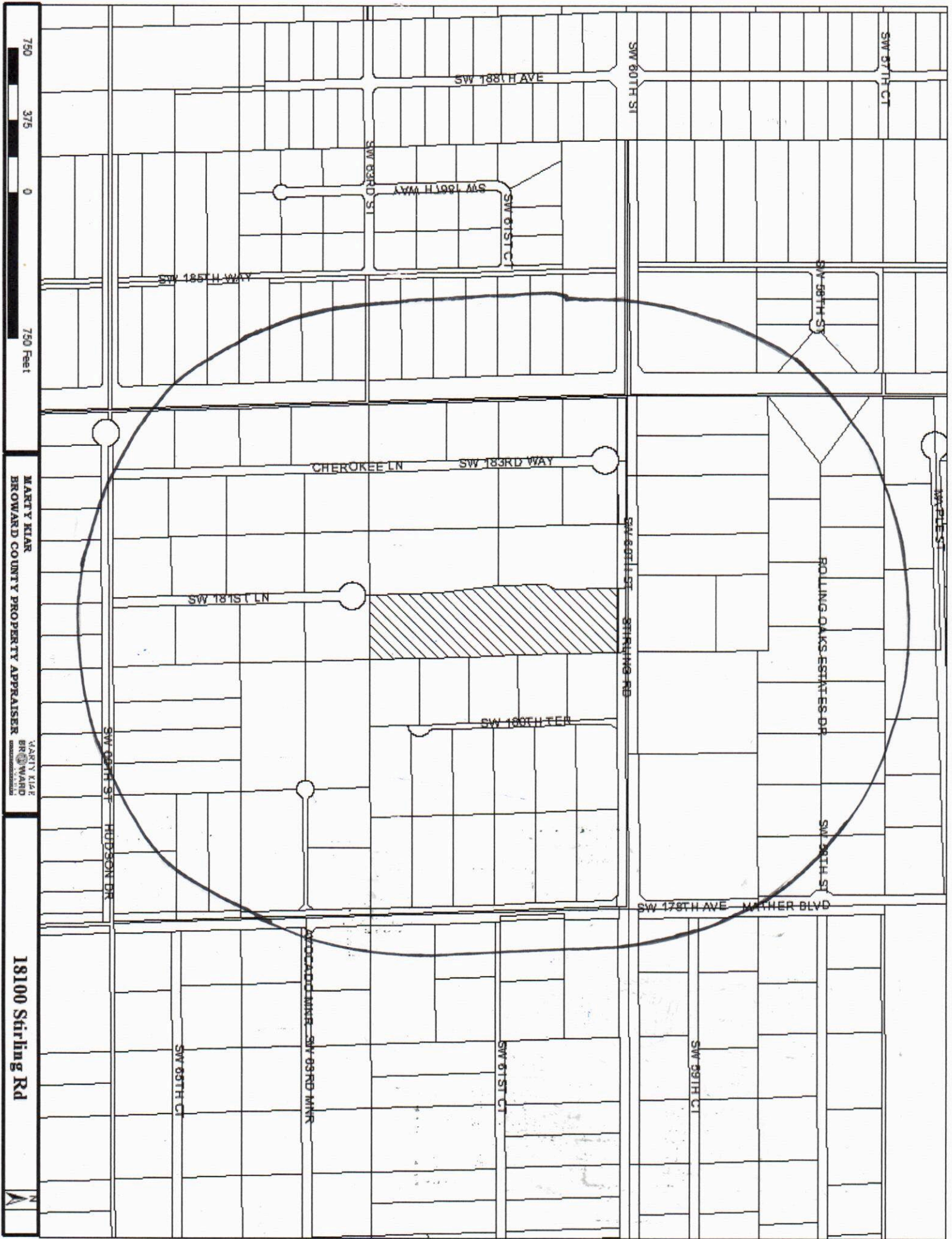
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SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 108,979 SQUARE FEET (2.50 ACRES) MORE OR LESS.

UPDATES / REVISIONS	DATE	NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO RIGHTS-OF-WAY, EASEMENTS, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.
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Job No.: 20036 July 20, 2021 Regular Meeting	Date: 02/15/21	Drawn By: S.R.P. Scale: N.T.S. SHEET 2 OF 2



MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER
MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER

18100 Stirling Rd



FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
513901010633	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628		EVERGLADES LAND CO SUB 1-63 D36-01-39 PORTIONS OF TRACTS 33.34 48.49.63 AND 64 TOGETHER WITHPORTIONS OF TRACTS 1.2, 16, 17, 31-34, 48, 49 AND 63 OFEVERGLADES LAND CO SUB 2-1 D1-51-39 PER OR 6313/267, LESSPOR TR 63 OF SEC 1 LYING WITHIN100 FT NORTH AND PARALLEL WITHS/L OF SEC 1
503936010050	LUKE & LANA LLC	5900 SW 185 WAY	SOUTHWEST RANCHE FL	33332			EVERGLADES LAND CO SUB 1-63 D36-50-39TR 64 LESS THAT PT OF TR 64LYING WITHIN 120 FT OF E/L OFSEC & THAT PT LYING WITHIN 55 FT OF S/L SEC & LESS POR SELY OFCHORD OF 35FT RAD ARC TAN TO ALINE 120 W & PARALLEL TO E/L SEC, & TAN TO A LINE 55FT N &PARALLEL TO S/L SEC, & LESS W 25
503936040030	FUNDORA FAM TRFUNDORA, NOEL S & MARLENE TRS	4041 NW 26 ST STE 2	MIAMI FL	33142			JONEL TERRACE 5 92-37 BLOT 3
503936040040	MCCAGH, FRANK H & BETH A	18500 SW 58 ST	SOUTHWEST RANCHE FL	33332	1466		JONEL TERRACE 5 92-37 BLOT 4
504031010110	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 40 E 50 & S 50, TR 41 S 50, LESS THAT PT OF W 453.70 OF E907.40 OF TR 41 LYING WITHIN 55OF S/L OF SEC & LESS THAT PTOF TR 40 DESC IN OR 18839/636FOR RD, AS PER R/W MAP 13/81
504031010190	HASFORD, MATTHEW K H/ESAKYIBE, VICTORIA	18000 SW 57 ST	SOUTHWEST RANCHE FL	33331			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PT OF TRACT 36 DESC AS BEG NECOR OF TRACT 36, SLY 330.08 TO SECOR, WLY 1309.06 TO SW COR OF TR36, NLY 294.06 TO A PT 36 S OFNW COR TR 36, ELY 1306.86 TO NECOR OF TRACT 36 & POBLES E 952.83 THEREOF LESS R/W
504031010192	SIMONNE, AUDREY ANCHALEESOLIS, CARLOS GALGUERA	17980 SW 57 ST	SOUTHWEST RANCHE FL	33331	2226		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40W 283.12 M/L OF E 952.83 OF THEFOL PARCEL, PT OF TR 36 DESC ASBEG NE COR OF TR 36 SLY 330.08 TO SE COR, WLY 1309.06 TO SW COROF TR 36, NLY 294.06 TO A PT 36FT S OF NW COR OF TR 36, ELY 1306.86 TO NE COR OF TR 36 & POB
504031010324	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40ALL THAT LAND IN TRS 17, 18, 19, 21, 22, 23, 24, 33 THRU 39.57 THRU60 THAT LIES WITHIN 50 FT OF THEN/S CENTER OF SEC LINE, LESS PTDESC IN OR 9574/126 & LESS THATPT OF TR 39 DESC IN OR 18839/636FOR RD PER R/W MAP 13/81
504031010390	TROPICAL LANDSCAPE FARMS LLC	5879 SW 178 AVE	SOUTHWEST RANCHE FL	33331			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 39 LESS W 520 & LESS RD & TRACT 40 LESS W 520 & LESS RDRWS
504031010391	EQUESTRIAN INVESTMENTS LLC	18001 STIRLING RD	SOUTHWEST RANCHE FL	33331			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 39 W 520 & TRACT 40 W 520 LESS RD R/W
504031010392	DOMINGUEZ, EDUARDO JR & CYNTHIA	18101 STIRLING RD	SOUTHWEST RANCHE FL	33331			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40S 448.95 OF PAR DESC AS E 358.70TRS 41 & 42 TOG WITH S 60 TR 43, LESS OR 4023/360, AND TOG WITHW 91.23 OF E 393.70 TRS 41 & 42TOG WITH S 60 OF W 91.23 OFE 393.70 TR 43 LESS OR 17356/466& OR 18135/615

504031010394	SKY I REAL ESTATE LLC	4450 NW 36 ST	MIAMI	FL	33166	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40E1/2 OF FOLLOWING DESC:TR 41 LESS R/W & LESS E 907.40,42 LESS E 907.40,43 S 60 LESSE 907.40
504031010395	SKY I REAL ESTATE LLC	4450 NW 36 ST	MIAMI	FL	33166	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 41 W 302.47 OF E 907.40LESS R/W 42 W 302.47 OF E 907.4043 S 60 OF W 302.47 OF E 907.40
504031010396	MILMOE,CHRISTOPHER C H/EMILMOE,LORI	18221 SW 60 ST	SOUTHWEST RANCHE	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40THE W 211.23 OF E 604.39 OF ALLOF TRACTS 41 AND 42,TOGET WITHTR 43 S 60 OF W 211.23 OF E604.93,LESS S 55 FOR RD
504031010400	SKY I REAL ESTATE LLC	4450 NW 36 ST	MIAMI	FL	33166	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40W1/2 OF FOLLOWING DESC:TR 41 LESS R/W & LESS E 907.40,TR 42 LESS E 907.40,TR 43 S 60LESS E 907.40
504031010573	BRINEGAR,WILLIAM B & ELIZABETH T	17740 SW 59 CT	SOUTHWEST RANCHE	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 57 W1/2 OF W1/2 LESS R/W
504031010583	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L,BEG AT PT ON S/L OF TR 58 THATIS 50 E OF W/L TR 58,ELY ALG SILTRS 58 & 55 TO PT ON S/L OFTR 55 THAT IS 170 W OF E/L OFTR 55,TOG WITH ALL LAND IN TR 55& 56 WITHIN TO OF SAID DESC PT
504031010584	MONTGOMERY,MICHAEL & JENNIFER	5900 SW 178 AVE	SOUTHWEST RANCHE	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 58 W 330 LESS R/W
504031050010	HARRELL,JOHN W JR	18360 SW 57 ST	SOUTHWEST RANCHE	FL	33331	HARRELL'S ESTATES 153-11 BLOT 1
504031050020	HARRELL ESTATES LLC	4182 S UNIVERSITY DR	DAVIE	FL	33328	HARRELL'S ESTATES 153-11 BLOT 2
504031050030	HARRELL ESTATES LLC	4182 S UNIVERSITY DR	DAVIE	FL	33328	HARRELL'S ESTATES 153-11 BLOT 3
504031060010	DANIA,ISMAIL ADEBAYO	4089 W WHITEWATER AVE	WESTON	FL	33332	CARRERA MANOR 153-41 BTRACT 'A'
504031100010	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM	PA	19044	CLINGANS COVE 168-49 BLOT 1
504031100020	MEIKLE,RODRICK	17805 ROLLING OAKS ESTATES DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 2
504031100030	INESTROZA,SILVANA	17807 ROLLING OAKS ESTATE DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 3
504031100040	VALDES,ANGELA F & CARLOS L	17809 ROLLING OAKS ESTATES DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 4
504031100050	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM	PA	19044	CLINGANS COVE 168-49 BLOT 5
504031100060	DAVIDSON,BRUCE	PO BOX 24	PARKSVILLE	NY	12768	CLINGANS COVE 168-49 BLOT 6
504031100070	DORFMAN,ARI & KAREN	17815 ROLLING OAKS ESTATES DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 7
504031100080	KASOFSKY,PAUL N & ANNETTE FPAUL & ANNETTE KASOFSKY LIV TR	17817 SW 58 ST	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 8
504031100090	009 LAND TRTILLOTSON,LAURA TRS	570 E MILLER AVE	IOWA	LA	70647	CLINGANS COVE 168-49 BLOT 9
504031100100	PERL,CHAIM M &PERL,SIGAL	11 SNOWY OWL TER	PLANTATION	FL	33324	CLINGANS COVE 168-49 BLOT 10
504031100110	JORDAN,BRITTNEYRHODES,XAVIER	17816 SW 58 ST	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 11
504031100120	DAVID,LAVONTEDAVID,TONDREA	8414 DUNHAM STATION DR	TAMPA	FL	33647	CLINGANS COVE 168-49 BLOT 12
504031100130	GARCIA,ART APEREZ,FLORA R	17812 ROLLING OAKS ESTATES DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 13
504031100140	PINERO,MARIA LORENARODRIGUEZ,DANIEL ALBERTO	17810 SW 58 ST	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 14
504031100150	OSPINA,RODRIGOPOSADA,MELISSA SIERRA	17808 ROLLING OAKS ESTATES DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 15
504031100160	LAMAR MILLER REV TR	17806 SW 58 ST	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 16
504031100170	DE LA CRUZ,ARTURO & JOAN PEREZ	17804 SW 58 ST	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 17
504031100180	TORREZ,JOSE POLIBIOTORRES,HENRY	174 WHEELER RD	CENTRAL ISLIP	NY	11722	CLINGANS COVE 168-49 BLOT 18
513901010084	CHIN,FRANCIS R & SUELIN	17303 SW 87 AVE	PALMETTO BAY	FL	33157	EVERGLADES LAND CO SUB 2-1 D1-51-39TR 17 N 165.29 OF S 320.58, LESS THAT PT LYING WITHIN 120 W OFE/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81

513901010085	GONZALES,ALEXEY B H/EGONZALES,OLGA M	6310 SW 185 WAY	SOUTHWEST RANCHE FL	33332	1452	EVERGLADES LAND CO SUB 2-1 D1-51-39TR 17 LESS S 480.87, LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010086	GOODMAN,MAURICE D EST	6410 SW 185 WAY	SOUTHWEST RANCHE FL	33332	1454	EVERGLADES LAND CO SUB 2-1 D1-51-39TR 17 S 155.29 LESS PT LYING WITHIN 120 W OF E/L OF SEC
513901010090	LARA,EDGARDO & MARIA	6490 SW 185 WAY	SOUTHWEST RANCHE FL	33332	1454	EVERGLADES LAND CO SUB 2-1 D1-51-39TR 32 N1/2 OF N1/2, LESS THAT PT OF TR 32 LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROAD RW PER R/W MAP 13-81
513901010091	ZACCO,MARIO	13100 E PALOMINO DR	SOUTHWEST RANCHE FL	33330	2200	EVERGLADES LAND CO SUB 2-1 D1-51-39TR 1 N1/2 LESS ROAD R/W/S, LESS W 25 FOR ROAD RW PER R/W MAP 13-81
513901010093	REAL GREEN INVESTMENT CO	6100 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1 D01-51-39TR 1 N1/2 OF S1/2, LESS THAT PT LYING WITHIN 120 FT OF E/L OF SEC, LESS THE W25 FOR ROAD RW PER R/W MAP 13-81
513901010094	BREEDEN,MICHELLE E H/EGREENE,STEPHEN M & SHIRLEY A	6120 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1D1-51-39TR 16 N1/2 OF N1/2 LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010095	EVA C ALEMAN TRALEMAN,EVA C TRSTEE	9340 SW 136 ST	MIAMI FL	33176	5822	EVERGLADES LAND CO SUB 2-1D1-51-39TR 16 S1/2 OF N1/2 LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010096	BROWN,JADABROWN,WILLIAM ALEXANDER	6210 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1D1-51-39TR 16 N1/2 OF S1/2 LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010097	GOMEZ,JOSE & DULCE	6250 SW 185 WAY	SOUTHWEST RANCHE FL	33332	1484	EVERGLADES LAND CO SUB 2-1D1-51-39TR 1 S1/2 OF S1/2 LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010098	REAL GREEN INVESTMENT CO	6100 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1 D1-51-39TR 1 S1/2 OF S1/2, LESS THAT PT LYING WITHIN 120 FT OF E/L OF SEC, LESS THE W25 FOR ROAD RW PER R/W MAP 13-81
513901010170	ALONSO,TANAY	6402 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1 D1-51-39TR 17 N 160.29 OF S 480.87, LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010321	SCHULTZ,JAMES R & SUSANVANDERHORST,THOMAS & ELIZABETH	6500 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1D1-51-39TR 32 S1/2 OF N1/2 LESS RD
513901010322	RUIZ,GREGORIO & MERCEDES RUIZ,MARITZA	6520 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1D1-51-39TR 32 N1/2 OF S1/2, LESS RDLESS E 25 FOR ROAD RW PER R/W MAP 13-81
514006010160	PEREZ,CARLOS & INES PATRICIA	17710 SW 61 CT	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NE1/4 1-5B B6-51-40TR 15 W1/2 LESS RW
514006010181	LINDSAY,ROBIN	17710 SW 63 MNR	SOUTHWEST RANCHE FL	33331	1737	CHAMBERS SUB NE1/4 1-5B B6-51-40TR 18 W1/2 LESS RW
514006010245	OLINICK,SCOTT & KERRI	6010 SW 178 AVE	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NE1/4 1-58 B6-51-40TR 13 LESS PT LYING WITHIN 55 S OF & PARA WITH N/L OF SEC & LESS W 50 EXCEPT PT LYING WITHIN N 55 OF SEC
514006010246	VOELLGER,LIZA LYNETTE VOELLGER,ROBERT C	14715 STIRLING RD	SOUTHWEST RANCHE FL	33330	2918	CHAMBERS SUB NE1/4 1-5B B6-51-40TR 16 LESS RW

514006010248	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NE1/4 1-5B B6-51-40N 50 OF NE1/4 OF SEC 6 LESS PT INC'D IN OR 17308/15 TOG WITH THAT PT OF TR 13 LYING WITHIN 55 OF THE N SEC LINE; ASPER R/W MAP 13/81
514006010249	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NE1/4 1-5B B6-51-40W 50 OF TRS 13 THRU 20 LESS N 50IN NE1/4 SEC LESS P/A 150-30 B& LESS P/A BORGIA PARCELS PER 177-66 B; AS PER R/W MAP 13/81
514006010300	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NE1/4 1-5B B6-51-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L, BEG AT PT 50 E OF NW COR TR 15, ELY ALG N/L OF SAID TR THRU CENTER OF TRS 12, 11, 10, 9 TO NW COR OF TR 3 WHICH IS PT OF TERMINATION LESS P/A 150-30 B; AS PER R/W MAP 13/81
514006010320	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NE1/4 1-5B B6-51-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L, BEG AT PT ON N/L OF TR 18 THAT IS 50 E OF NW COR OF SAID TR ELY ALG N/L OF TR 18, THRU TRS 21, 22, 23, 24 & ALG N/L OF TR 6 TO PT ON N/L OF TR 6 THAT LIES 170 W OF NE COR OF SAID TR & PT OF
514006020010	EDUARTE, JUAN & ANA L	6030 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B B6-51-40TR 13 E1/2 LESS THAT PT LYING WITHIN 55 S OF N BOUNDARY OF SEC FOR R/W
514006020011	RICH, JEFFREY MMATHEWS, SOCORRO M	6100 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1640	CHAMBERS SUB NW1/4 1-5B B6-51-40TR 14 E1/2 LESS R/W
514006020012	MANCEBO, ARNALDO H	6310 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1626	CHAMBERS SUB NW1/4 1-5B B6-51-40TR 17 E1/2 LESS R/W
514006020013	TORRES, RAUL & JENNIFER	6411 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B B6-51-40TR 18 S4/5 OF W1/2 LESS R/W
514006020014	ESKENAZI, ELIZABETHESKENAZI, LEO	6521 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1629	CHAMBERS SUB NW1/4 1-5B B6-51-40TR 20 W1/2 LESS R/W
514006020015	STERLING FARMS INC	6301 SW 181 LN	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B B6-51-40TR 21 N1/2 OF N1/2 LESS R/W
514006020016	MOYA, JAYNIER	6520 SW 181 LN	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B B6-51-40TR 22 S1/2 OF S1/2 LESS R/W
514006020030	HUANG, XIANG	3250 NW 77 CT	MIAMI FL	33122		CHAMBERS SUB NW1/4 1-5 B6-51-40TRACT 8 W 295
514006020031	RIVERA, MARLEN	6591 SW 178 AVE	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5 B6-51-40 NW1/4TRACT 8 LESS W 295 & LESS E 40' FOR RD R/W
514006020110	LAKE HOUSE HOLDINGS LLC	2690 WESTON RD #200	WESTON FL	33331		CHAMBERS SUB NW1/4 1-5B B6-51-40TRACT 11 LESS PT LYING WITHIN 55 OF N/L OF SEC. PT TRACT 12 DESCAS FOL, COMM AT SE COR OF TR 12, N ALG E BDRY 365 TO POB, NWLY 303.55 TO A PT ON N/L OF S1/2 OF TR 12, SD PT BEING 30.11 W OF NE COR OF S1/2 OF TR 12, N 240, NELY 63.06 TO A PT ON E/L OF

514006020121	POPE, CHARLES B & GLORIA W	18210 SW 60 ST	SOUTHWEST RANCHE FL	33331	1610	CHAMBERS SUB NW1/4 1-5B 6-51-40N1/4 TR 12 SEC 6 LESS POR TR 12N OF LINE 55' S OF N/L SEC 6, TOG WITH POR OF FOLLOWING DESC PARN OF N/L OF S1/2 TR 12; S 3/4 TR 12, LESS POR DESC: COMM SE COR TR 12, NLY 365 TO POB: NWLY 303.55, NLY 240, NELY 63.06, SLY 597.12 TOPOB
514006020122	GUTIERREZ, HERNAN DOMORALES, NERINA	6301 SW 181 LN	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40POR OF FOLLOWING DESC LAN LYINGS OF N/L OF S1/2 TR 12; S 3/4 TR 12, LESS POR DESC: COMM SE COR TR 12, NLY 365 TO POB: NWLY 303.55, NLY 240, NELY 63.06, SLY 597.12 TOPOB
514006020130	MARTINEZ, TOMMY & JANICE B	6031 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1637	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 13 W1/2 LESS R/W
514006020140	GONZALEZ, MANUEL D & ADRIANA	6101 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1639	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 14 W1/2 LESS R/W
514006020150	THOMAS, JOHNSON K & AMMINIKUTTY	6121 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1639	CHAMBERS SUB NW1/4 1-5B BTR 15 N4/5 OF W1/2 LESS R/W
514006020180	BREWTON, GREGORY H/EBREWTON, ANGELA MINERVA	6410 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40TRACT 18 E1/2 LESS R/WTRACT 19 N1/5 OF E1/2 LESS R/W
514006020190	ALATTAR, MOUNZER & ALATTAR, MARIA PATRICIA ZENTENO	6490 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40TR 19 S4/5 OF E1/2 LESS R/W, TR 20 N1/10 OF E1/2 LESS R/W
514006020200	IBARRA, ADOLFO GONZALEZ-IBARRA, MILAGROS	6550 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B BTR 20 S9/10 OF E1/2 LESS R/W
514006020210	STERLING FARMS INC	6301 SW 181 LN	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40TR 21 S1/2 OF N1/2 & N1/10 OF S1/2 LESS R/W
514006020220	BODARKY, DAVID	6400 SW 181 LN	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40TR 22 S1/2 OF N1/2 LESS R/W
514006020230	KHALIL, FAWZY & GEHAN MOHAMED	6540 SW 181 LANE	SOUTHWEST RANCHE FL	33331	1636	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 22 N1/2 OF S1/2 LESS R/W
514006020240	EL-HADDAD, MOUSTAFA & FAIKA	6300 SW 181 LN	SOUTHWEST RANCHE FL	33331	1632	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 22 N1/2 OF N1/2 LESS R/W
514006020250	BUZZELLA, BETTY LOU	6200 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1642	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 15 E1/2 LESS R/W, 16 E1/2 LESS R/W
514006020260	BROUWER, BRUCE W & PATRICIA A	6201 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1641	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 17 W1/2 LESS R/W, 18 N1/5 OF W1/2 LESS R/W
514006020270	WEZKIEWICZ, JAMES	6451 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1627	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 19 W1/2 LESS R/W
514006020280	WEZKIEWICZ, ROBERT & HADA	6161 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40TR 15 S1/5 OF W1/2 LESS R/W, 16 W1/2 LESS R/W
514006020290	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NW1/4 1-5B 6-51-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L, BEG AT PT OF CENTER OF S/L OF TR 20, NLY THRU MIDDLE OF TRS 20, 19, 17, 16, 15, 14 & 13 TO PT 115.38 S OF N/L OF TR 13 TOGETHER WITH LANDS THAT LIE WITHIN 70 OF SAID PT, AS PER R/W
514006020300	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NW1/4 1-5B 6-51-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L, BEG AT PT THAT IS S/E COR OF TR 21, NLY ALG E/L OF SAID TR TO PT THAT IS 90.38 S OF N/L OF SAID TR TOGETHER WITH ALL LANDSLYING WITHIN 70 OF SAID PTAS PER R/W MAP 13/81

514006020310	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NW1/4 1-5B B6-51-40N 50 OF NW1/4 EXCEPT THEN 50 OF E1/2 OF TR 13 & EXCEPT N 55 OF TR 12 LESS P/P/A 155-17 B, AS PER R/W MAP 13/81
514006020320	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NW1/4 1-5B B6-51-40E 10' OF TRACTS 1 THRU 8, LESS N50' THEREOF, AS PER R/W MAP 13/81
514006030010	DOMENECH, DEBORAH H/ DOMENECH, LUIS	18000 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 982 OF THE FOL DESC PARCEL, TRS 1,2,13 & 14 & THEN 1/2 OF TRS 9,10,11 & 12
514006030013	HUANG, XIANG	18180 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 1652 OF THE FOL DESC PARCEL, TRS 1,2,13 & 14 & N1/2 OF TRS 9,10,11 & 12
514006030014	MEYER, BENJAMIN A & MARISAMEYER REV LIV TR	18100 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 172 OF E 1489 OF FOL DESC PROP, ALL TRS 1,2,13,14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12
514006030015	NEMESH, ANNA & NEMESH, MARY	11351 EMPIRE LN	ROCKVILLE MD	20852	2863	CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 1978 OF FOL DESC PROP, ALL TRS 1,2,13,14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12
514006030018	VAN BRUNT, GLENN JR	18260 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 2304 OF FOL DESC PARCEL, TRS 1,2,13 & 14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12, LESS PT IN OR 4023/360 FOR RD
514006030019	BALCAZAR, LUZ M SANCHEZ MORENO, LUIS EDGAR	18060 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 172 OF E 1317 OF THE FOLLOWING DESC PARCEL, TRS 1,2,13,14, & N1/2 OF TRS 9 THRU 12
514006030120	SOUTH BROWARD DRAINAGE DISTRICT	6591 SW 160 AVE	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NE1/4 1-5B B6-51-40N 50 OF SW1/4 SEC TOGETHER WITH THOSE LANDS IN SW1/4 & NW1/4 OF SAID SEC 6 THAT LIE WITHIN 70 OF A PT THAT IS 25 S OF SAID N1/4 OF SW1/4 & 115.38 E OF W/L OF SAID SW1/4
514006030122	JOHNSON, KRISTINE M	17960 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 819 OF THE FOL PROP, TRS 1,2,13 & 14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12, LESS PT DESC IN OR 4023PG 360 FOR RD
514006030123	BERTSCH, WERNER & AIDAWERNER & AIDA BERTSCH REV TR	18020 SW 66 ST	SOUTHWEST RANCHE FL	33331	1860	CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 1145 OF THE FOL PROP, TRS 1,2,13 & 14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12, LESS PT IN OR 4023/360 FOR RD
514006030124	BRIDGES, CLINT	12565 SW 15 MNR	DAVIE FL	33325		CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 1815 OF THE FOL PROP, TRS 1,2,13 & 14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12, LESS PT IN OR 4023/360 FOR RD
514006030125	BRAUN, MARKUS G & BRAUN, KATHLEEN ET AL	18240 SW 66 ST	SOUTHWEST RANCHE FL	33331	1849	CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 2141 OF THE FOL PROP, TRS 1,2,13 & 14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12, LESS PT IN OR 4023/360 FOR RD
514006080010	NGUYEN, HOANG	1440 NW 144 AVE	PEMBROKE PINES FL	33028		FRENCH OAKS 148-41 BLOT 1 E 310.77
514006080011	FLORES, FRANCISCO H/ FLORES- LALINDA, MARIA F	17851 SW 63 MNR	SOUTHWEST RANCHE FL	33331	1736	FRENCH OAKS 148-41 BLOT 1 LESS E 310.77
514006080020	SANCHEZ, KAREN SUZANNE & RICHARD	17911 SW 63 MNR	SOUTHWEST RANCHE FL	33331		FRENCH OAKS 148-41 BLOT 2
514006080030	REGO, ALFREDO & MOLLY	17900 SW 63 MNR	SOUTHWEST RANCHE FL	33331		FRENCH OAKS 148-41 BLOT 3
514006080040	CIBC FRENCH OAKS LAND TR	17800 SW 63 MNR	SOUTHWEST RANCHE FL	33331		FRENCH OAKS 148-41 BLOT 4
514006080050	FRENCH OAKS HOMEOWNERS ASSOC% RICHARD FRENCH	5950 SW 127 AVE	SOUTHWEST RANCHE FL	33330	3225	FRENCH OAKS 148-41 BPARCEL A

514006090010	VIDAL,RUBEN	3109 JUNIPER LN	DAVIE	FL	33330	M.R.F. PLAT 150-30 BPARCEL 'A'
514006120010	BUCKLEY,JOSEPH & CAROL	6051 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 1
514006120020	EWERTON VAIRO CONSULTING &INVESTMENTS LLC	2151 NE 155 ST #6	NORTH MIAMI BEACH	FL	33162	ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 2
514006120030	BANARJEE,THOMAS & MARY	6151 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 3
514006120040	CALDERBANK,JOHN	6251 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 4
514006120050	CALDERBANK,JOHN	2800 W STATE ROAD 84 #103	FORT LAUDERDALE	FL	33312	ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 5
514006130010	RIVERA RIVERA,INDIRARIVERA,PEDRO L RIVERA	6050 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 1
514006130020	DEL VA,GESNER & ROSE	6080 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 2
514006130030	BARTOSIAK,DAVID THOMASMEILBECK,LEAH MARIE	6130 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 3
514006130040	BCM CORP	6151 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 4
514006130050	BCM CORP	6151 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 5
514006130060	CALDERBANK,JOHN	6251 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 6
514006130070	MARONAS,IDALMIS	6201 SW 178 AVE	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 7
514006130080	SINHA,NIRANJAN N & VICENTA	6820 LOCH NESS DR	MIAMI LAKES	FL	33014	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 8
514006130090	DUANE,MICHAEL TDUANE-DRAY,VALERIE Y	17321 SW 58 ST	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 9
514006130100	DAVIS,MEGAN H & VONTAE O	6051 SW 178 AVE	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 10
514006130110	ARCE,RAMONVALLADARES-ARCE,MARLENE	5301 W SAXON CIR	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 11
514006130120	ALLEN,COLIN & WAZIRAH	PO BOX 277523	MIRAMAR	FL	33027	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 12
514006140010	MME 14 LLC	18091 SW 66 ST	SOUTHWEST RANCHE	FL	33331	MONGEOTTI PLAT 167-23 BLOT 1
514006140020	CHOW,RICKEY LYN KEE & LISA	18051 SW 66 ST	SOUTHWEST RANCHE	FL	33331	MONGEOTTI PLAT 167-23 BLOT 2
514006150010	GONZALEZ,AMAURY & ROXANA	18001 SW 66 ST	SOUTHWEST RANCHE	FL	33331	OTERO PARCELS 167-49 BLOT 1
514006150020	STEELE,CHERYL & GORDON	17901 SW 66 ST	SOUTHWEST RANCHE	FL	33331	OTERO PARCELS 167-49 BLOT 2
514006160010	ROJAS,JUAN PKALAPTCHIAN,JAQUELINE	6465 SW 178 AVE	SOUTHWEST RANCHE	FL	33331	VALENZUELA PARCELS 170-174 BLOT 1
514006170010	GUTIERREZ,HERNANDO	6301 SW 181 LN	SOUTHWEST RANCHE	FL	33331	RILES PLAT 172-175 BPARCEL A
514006170020	GUTIERREZ,HERNANDO	6301 SW 181 LN	SOUTHWEST RANCHE	FL	33331	RILES PLAT 172-175 BPARCEL B
514006190010	BLANCO,RUBEN & LISETTE M	6280 SW 178 AVE	SOUTHWEST RANCHE	FL	33331	BORGIA PARCELS 177-66 BLOT 1

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

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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: 7/29/2021
SUBJECT: 5353 Hancock Road Waiver of Plat

Recommendation

Staff recommends approval subject to demolition of all existing structures within 50 feet of the proposed lot line.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Petitioner requests a Waiver of Plat to subdivide the 4.86 acres into two parcels of 2.86 and 2.0 net acres. Please refer to the staff memorandum for details.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
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Staff Report	6/28/2021	Executive Summary
WP-32-21_Resolution-TA Approved	7/19/2021	Resolution
Boundary Survey	6/25/2021	Backup Material
North Lot Legal Description	6/25/2021	Backup Material
North Lot Sketch	6/25/2021	Backup Material
South Lot Legal Description	6/25/2021	Backup Material
South Lot Sketch	6/25/2021	Backup Material
Mail Notice Radius Map	6/25/2021	Backup Material
Mail Notice Mailing List	6/25/2021	Backup Material

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

July 8, 2021

SUBJECT: Waiver of Plat Application WP-32-21

LOCATION: 5353 Hancock Road; located on the west side of Hancock Road approximately 1,600 feet south of East Palomino Drive.

**OWNER/
PETITIONER:** 5353 Hancock Road, LLC; developer: Hart Homes

AGENT: Kimley-Horn & Associates, Inc.

**LAND USE PLAN
DESIGNATION:** Rural Ranches

ZONING: RR, Rural Ranches District

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

EXHIBITS: Staff Report, boundary survey, legal descriptions with sketches, notification map, and mailing list.

BACKGROUND AND ANALYSIS

The Petitioner requests approval of a Waiver of Plat to subdivide the 4.866-acre subject property ("Property") into two parcels of 2.863 net acres (the "North Lot") and 2.003 net acres ("the South Lot"). The Property is zoned RR, which requires 2.5 gross or 2.0 net acres a lot area and 125 feet of lot width. Each proposed lot satisfies the minimum lot area and width requirements.

The several barns, farm buildings and house that occupy the southwest quarter of the Property (proposed South Lot) will be demolished. The remainder of the Property is largely undeveloped. Given the planned demolition of existing improvements, the proposed subdivision would not create any nonconformities. Both parcels would have sufficient area to re-establish incidental equestrian or other agricultural use.

Both proposed parcels would obtain access directly from Hancock Road. No additional right-of-way is required for Hancock Road at this location. Letters of no objection are on file from all applicable utilities, including South Broward Drainage District.

RECOMMENDATION

Staff recommends approval of Application No. WP-32-21, subject to the following conditions:

1. Existing structures within 50 feet of the proposed lot line shall be demolished prior to recordation of the Resolution effectuating approval of this Application.

Pursuant to ULDC Sec. 115-090, the approval of Application No. WP-32-21 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-32-21
LOCATION MAP AND AERIAL



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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-32-21 TO SUBDIVIDE 4.866 GROSS ACRES OF PROPERTY INTO TWO LOTS OF 2.003 AND 2.863 NET ACRES; GENERALLY LOCATED ON THE WEST SIDE OF HANCOCK ROAD APPROXIMATELY 1,600 FEET SOUTH OF EAST PALOMINO DRIVE; COMPRISING PORTIONS OF TRACTS 39 AND 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND ADJOINING LAND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" HERETO; 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 July 29, 2021, the Town Council reviewed Waiver of Plat Application No. WP-32-21 by 5353 Hancock Road, LLC ("Petitioner") to subdivide 4.866 gross acres into two lots of 2.003 and 2.863 net acres; and

WHEREAS, the proposed subdivision will comply 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, subject to the conditions of approval 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, at a duly noticed public hearing held on July 29, 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-32-21 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, subject to the following condition prior to the recordation of this Resolution:

1. Existing structures within 50 feet of the proposed lot line shall be demolished prior to recordation of this Resolution.

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 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 5. 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 _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

(Signatures are on the following page)

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
#100024.001

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Exhibit "A"

Parent Tract Legal Description

THE EAST ONE-HALF (E 1/2) OF TRACT 39, TOGETHER WITH A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE EAST ONE-HALF (E 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34;

TOGETHER WITH THE NORTH 41.50 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE SOUTH 10.36 FEET OF THE EAST 432.72 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES THEREOF).

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

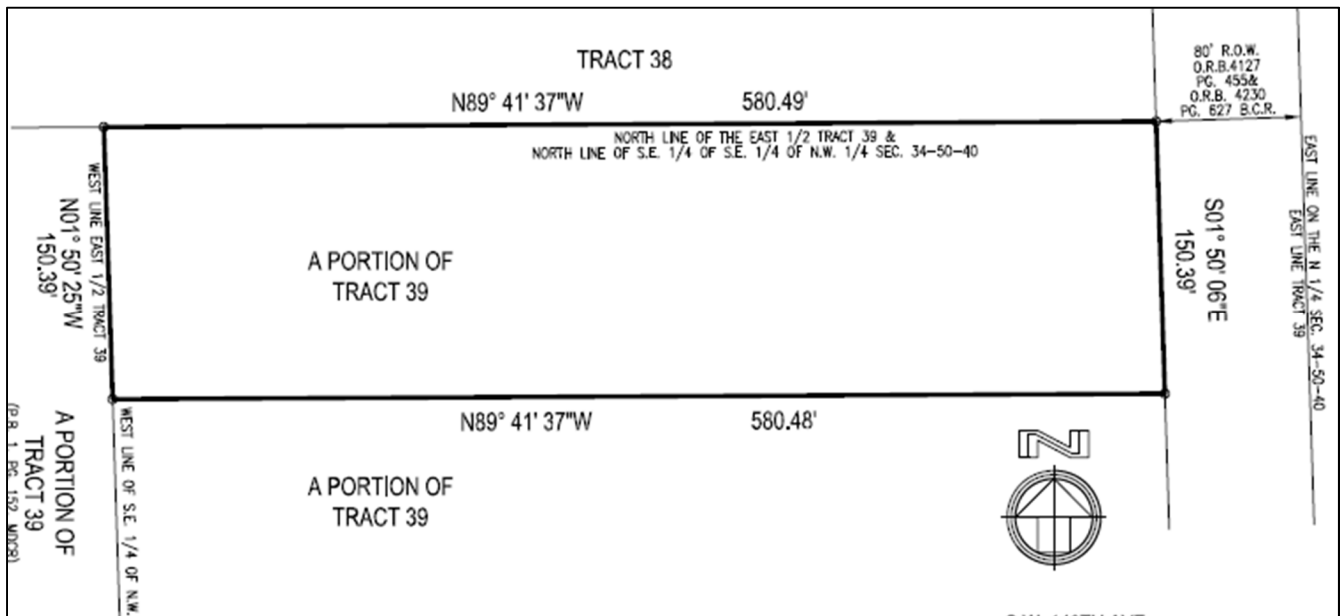
SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 211,978 SQUARE FEET AND/OR 4.866 ACRES, MORE OR LESS.

Exhibit "B"

Legal description of Subdivided Lots

NORTH PARCEL

THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF TRACT 39 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 87,266 SQUARE FEET AND/OR 2.003 ACRES, MORE OR LESS.



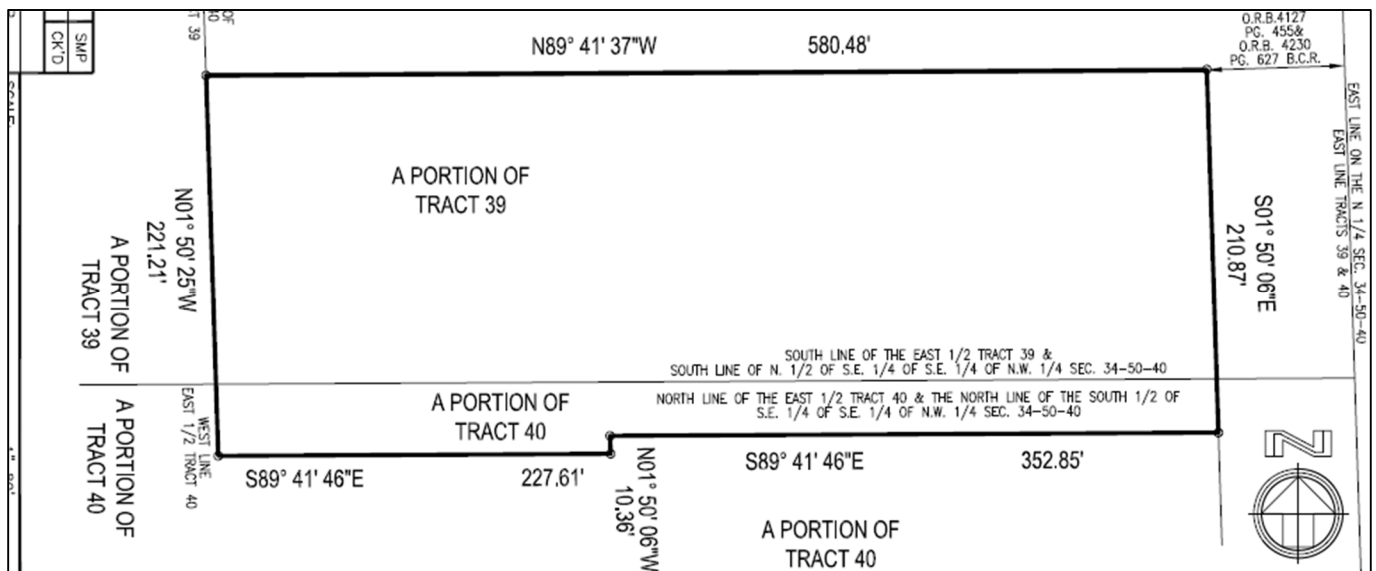
SOUTH PARCEL

A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 39, TOGETHER WITH A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE EAST ONE-HALF (E 1/2), OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE NORTH 150.33 FEET THEREOF.

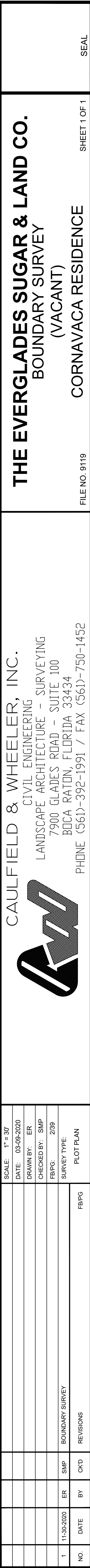
TOGETHER WITH THE NORTH 41.50 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE SOUTH 10.36 FEET OF THE EAST 432.72 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES THEREOF).

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 124,711 SQUARE FEET AND/OR 2.863 ACRES, MORE OR LESS.



Resolution No. 2021-





CAULFIELD & WHEELER, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 3591
Civil engineering - Landscape Architecture - Surveying
7900 Glades Road, Suite 100-Boca Raton, Florida 33434
Office (561)392-1991 Fax (561)750-1452

EXHIBIT "A" NORTH LOT

LEGAL DESCRIPTION

THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF TRACT 39 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34;

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 87,266 SQUARE FEET AND/OR 2.003 ACRES, MORE OR LESS.

NOTES

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH IS THE PROPERTY OF CAULFIELD & WHEELER, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
3. BEARINGS SHOWN HEREON ARE GRID BEARINGS AND ARE RELATIVE TO THE STONER-KEITH RESURVEY NO. 2 AS RECORDED IN MISC. P.B. 5 PG. 21 B.C.R. AND ARE BASED ON THE EAST LINE OF THE N.W. 1/4 SECTION 24-50-40.
4. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
5. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
6. THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. FOR INFORMATION CONCERNING RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF PUBLIC RECORD, AN APPROPRIATE TITLE VERIFICATION NEED BE OBTAINED.
7. THIS IS NOT A SURVEY.

ABBREVIATIONS

A	= ARC LENGTH	F.P.L.	= FLORIDA POWER & LIGHT CO.	O.S.T.	= OPEN SPACE TRACT
A/C	= AIR CONDITIONER SLAB	FND.	= FOUND	P.B.	= PLAT BOOK
ADJ	= ADJACENT	GAR.	= GARAGE	P.B.C.R.	= PALM BEACH COUNTY RECORDS
B.D.I.C.	= BRASS DISC IN CONCRETE	H.C.	= HANDICAPPED	P.S.U.E	= PORT ST. LUCIE UTILITY EASEMENT
(C)	= CALCULATED	I/R & C.	= IRON ROD AND CAP	P.O.B.	= POINT OF BEGINNING
C.A.T.V.	= CABLE JUNCTION BOX	I/R	= IRON ROD	P.O.C.	= POINT OF COMMENCEMENT
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C.B.S.	= CONCRETE BLOCK STRUCTURE	L.E.	= LANDSCAPE EASEMENT	PROP.	= PROPOSED
C.L.F.	= CHAIN LINK FENCE	L.M.A.E.	= LAKE MAINTENANCE ACCESS EASEMENT	P.U.E.	= PRIVATE UTILITY EASEMENT
C.M.E.	= CANAL MAINTENANCE EASEMENT	L.M.E.	= LAKE MAINTENANCE EASEMENT	PVMT.	= PAVEMENT
CH.	= CHORD	L.S.E.	= LIFT STATION EASEMENT	R	= RADIUS
CONC.	= CONCRETE	L.W.D.D.	= LAKE WORTH DRAINAGE DISTRICT	R.E.E.	= ROOF ENCROACHMENT EASEMENT
D	= DELTA (CENTRAL ANGLE)	(M)	= MEASURED	R/W	= RIGHT-OF-WAY
D.E.	= DRAINAGE EASEMENT	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	SF	= SQUARE FOOTAGE
E.O.P.	= EDGE OF PAVEMENT	N.T.S.	= NOT TO SCALE	S/W	= SIDEWALK
E.O.W.	= EDGE OF WATER	N/D	= NAIL AND DISK	STY.	= STORY
EL.	= ELEVATION	N/T	= NAIL AND TAB	T.O.B.	= TOP OF BANK
F.F.	= FINISHED FLOOR	O.R.B.	= OFFICIAL RECORD BOOK	U.E.	= UTILITY EASEMENT

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY AT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT M. PIRTLE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 5630

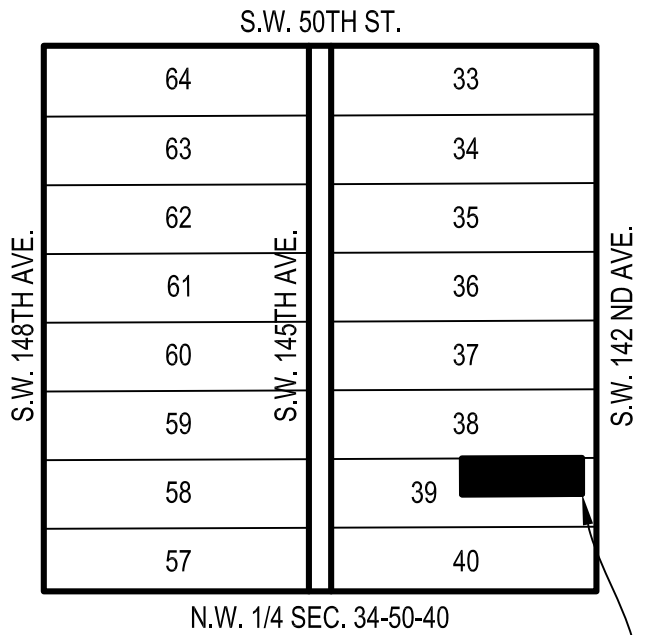
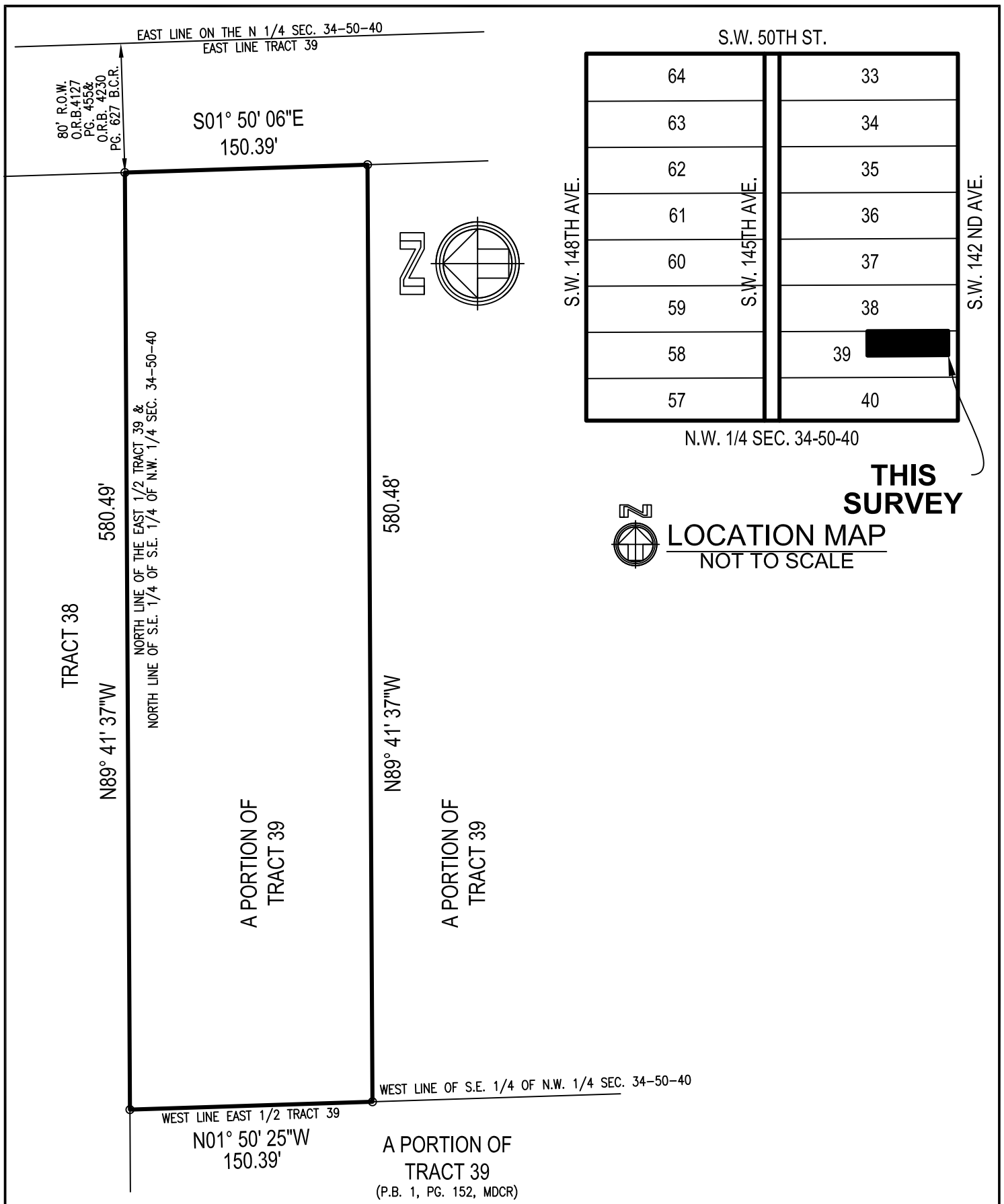
DATE OF LAST FIELD WORK: N/A

THE EVERGLADES SUGAR & LAND CO.
PARCEL 5040 34 01 0391

JOB NO.: 8347-H

DATE: 04-29-2021

SHEET 1 OF 2 SHEETS



**THIS
SURVEY**

 **LOCATION MAP**
NOT TO SCALE

EXHIBIT "A" - NORTH LOT	04-29-2021	ER	SMP
REVISIONS	DATE	BY	CK'D
JOB NO. 9119	DWG. BY: ER		
THE EVERGLADES SUGAR & LAND CO. PARCEL 5040 34 01 0391	CH'D BY: SMP		
		SCALE:	1"=80'
		DATE:	SHEET 1 OF 1 SHEET



CAULFIELD & WHEELER, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 3591
Civil engineering - Landscape Architecture - Surveying
7900 Glades Road, Suite 100-Boca Raton, Florida 33434
Office (561)392-1991 Fax (561)750-1452

EXHIBIT "B" SOUTH LOT

LEGAL DESCRIPTION

A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 39, TOGETHER WITH A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE EAST ONE-HALF (E 1/2), OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE NORTH 150.33 FEET THEREOF.

TOGETHER WITH THE NORTH 41.50 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE SOUTH 10.36 FEET OF THE EAST 432.72 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES THEREOF).

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CH.	= CHORD	L.S.E.	= LIFT STATION EASEMENT	R	= RADIUS
CONC.	= CONCRETE	L.W.D.D.	= LAKE WORTH DRAINAGE DISTRIC	R.E.E.	= ROOF ENCROACHMENT EASEMENT
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E.O.P.	= EDGE OF PAVEMENT	N.T.S.	= NOT TO SCALE	SW	= SIDEWALK
E.O.W.	= EDGE OF WATER	N/D	= NAIL AND DISK	STY.	= STORY
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SURVEYOR'S CERTIFICATION

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SCOTT M. PIRTLE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 5630

DATE OF LAST FIELD WORK: N/A

THE EVERGLADES SUGAR & LAND CO.
PARCEL 5040 34 01 0391

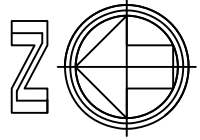
JOB NO.: 8347-H

DATE: 04-29-2021

SHEET 1 OF 2 SHEETS

S.W. 50TH ST.

EAST LINE ON THE N 1/4 SEC. 34-50-40
EAST LINE TRACTS 39 & 40



S01° 50' 06"E
210.87'

S.W. 148TH AVE.

64	33
63	34
62	35
61	36
60	37
59	38
58	39
57	40

S.W. 145TH AVE.

S.W. 142 ND AVE.

80' R.O.W.
O.R.B. 4127
P.G. 455&
O.R.B. 4230
P.G. 627 B.C.R.

N.W. 1/4 SEC. 34-50-40



LOCATION MAP
NOT TO SCALE

**THIS
SURVEY**

A PORTION OF
TRACT 39

580.48'

N89° 41' 37"W

A PORTION OF
TRACT 39

WEST LINE OF S.E. 1/4 OF
N.W. 1/4 SEC. 34-50-40
WEST LINE EAST 1/2 TRACT 39

N01° 50' 25"W
221.21'

A PORTION OF
TRACT 39

SOUTH LINE OF THE EAST 1/2 TRACT 39 &
S.E. 1/4 OF S.E. 1/4 OF N.W. 1/4 SEC. 34-50-40
NORTH LINE OF THE EAST 1/2 TRACT 40 & THE NORTH LINE OF THE SOUTH 1/2 OF
S.E. 1/4 OF S.E. 1/4 OF N.W. 1/4 SEC. 34-50-40

A PORTION OF
TRACT 40

WEST LINE
EAST 1/2 TRACT 40

A PORTION OF
TRACT 40

352.85'

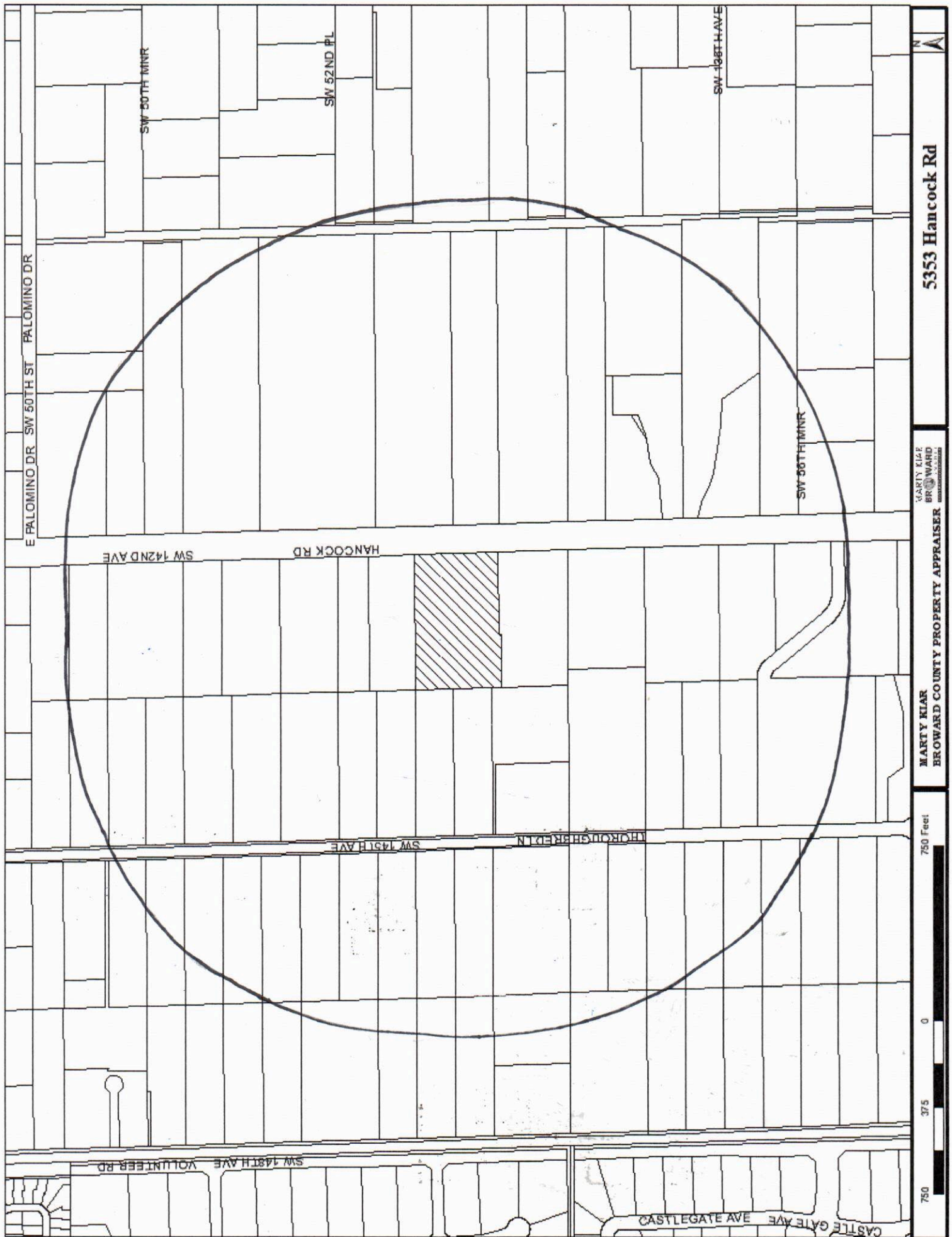
S89° 41' 46"E

N01° 50' 06"W
10.36'

227.61'

S89° 41' 46"E

EXHIBIT "B" - SOUTH LOT	04.29-2021	ER	SMP
REVISIONS	DATE	BY	CK'D
JOB NO. 9119	DWG. BY:	ER	
THE EVERGLADES SUGAR & LAND CO. PARCEL 5040 34 01 0391	CH'D BY:	SMP	
SCALE:		1"=80'	
DATE:		SHEET 1 OF 1 SHEET	



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FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504034000020	SAYRE,LILY ALILY A SAYRE REV TR	5101 SW 145 AVE	SOUTHWEST RANCHE FL	33330	2404		EVERGLADE SUGAR & LAND CO SUB1-152 D D 34-50-40N1/2 OF E1/2 OF TR 62 OF SAIDSEC 34, LESS E 10
504034000030	NORTH,CY	5121 THOROUGHNBRED LN	SOUTHWEST RANCHE FL	33330			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40S1/2 OF E1/2 OF TR 62, LESS E 10
504034000040	YAP,KETFER EUGENE H/EYAP,AGNES BERNADETTE H/E	5140 SW VOLUNTEER RD	SOUTHWEST RANCHE FL	33330	2415		34-50-40THAT PART OF NW1/4 F/P/A W1/2OF S1/2 OF TRACT 61 EVERGLADESUGAR & LAND CO SUB 1-152 DLESS RW
504034000041	HERRERIA,ELDITAELDITA HERRERIA REV LIV TR	5161 THOROUGHNBRED LANE	SOUTHWEST RANCHE FL	33330	2404		34-50-40THAT PART OF NW1/4 F/P/A E1/2OF S1/2,LESS E 10,OF TRACT 61EVERGLADES SUGAR & LAND CO SUB1-152 D
504034000060	FINK,HOWARD HUNGER-FINK,NANCY ANN	5200 THOROUGHNBRED LN	SOUTHWEST RANCHE FL	33330			34-50-40THAT PT OF NW1/4 F/P/A TR 37W1/2,LESS N1/2 OF N1/2 & LESSW 10 EVERGLADES SUGAR & LAND COSUB PB 1 PG 152 DGR
504034000080	MACKINTOSH,ROGER W II & NADINE	5151 THOROUGHNBRED LANE	SOUTHWEST RANCHE FL	33330	2404		34-50-40THAT PT OF NW1/4 F/P/A TR 61N1/2 OF E1/2,LESS E 10,EVERGLADESUGAR & LAND CO SUB 1-152 D
504034010050	COHN,MICHAELCOHN,BETH	13911 SW 52ND PL	SOUTHWEST RANCHE FL	33330	2500		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 4 W 330 OF S1/2 & TR 5 W 330
504034010059	THOMAS,JANET E & ROBERT L	5261 SW 136 AVE	SOUTHWEST RANCHE FL	33330			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 6 W 660 OF N1/2 LESS THAT PTLYING WITHIN 30 FT OF E1/2 OF E1/2 OF SEC,AS DESCIN OR 6769/422
504034010070	BAEZ,MANUEL & REBECCA	5335 SW 136 AVE	SOUTHWEST RANCHE FL	33330			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 7 LESS RD
504034010080	MPC FAMILY HOLDINGS LLLP	16400 NW 59 AVE#FL2	HIALEAH FL	33014			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 8 N1/2,LESS RD
504034010082	HOFFMAN,LANCE J & LINDA	5431 SW 136 AVE	SOUTHWEST RANCHE FL	33330	2517		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 8 W1/2 OF S1/2 & S 15 OF E 1/2 OF S 1/2 OF TR 8
504034010090	DITZIAN,CAROLYN	5501 SW 136 AVE	SOUTHWEST RANCHE FL	33330	3034		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 9 LESS S 50 OF E1/2 OF SAIDTR 9,LESS W 20 FOR RD LESS E 60FOR RD
504034010190	DALFONSO,DANELL COUTLAW,MICHAEL	5648 SW 142 AVE	SOUTHWEST RANCHE FL	33330			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 21 W1/2 LESS E 310.10 & LESS RD
504034010191	GLOMB,ANDREW M	14130 SW 56 MNR	SOUTHWEST RANCHE FL	33330	3015		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 21 E 310.10 OF W1/2
504034010210	FINKEL,NATHAN & JACQUELINE	5550 HANCOCK RD	SOUTHWEST RANCHE FL	33330			EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 22 N1/2 & TRACT 23 S1/2 LESSPT DESC AS:COMM AT NE COR TR 22,S 165.09,W 666.71 TO POB,W613.91, N ALG E/L OF RW 266.52,SE 68.39, SE 71.82, SE 64.09,SE 208.87, E 112.61, SE 196.12TO POB
504034010211	5560 HANCOCK LLC	2532 SAFFIRE WAY	LEWISVILLE TX	75056			EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 22 S1/2 LESS RD
504034010212	FINKEL,NATHAN & JACQUELINE	5550 HANCOCK RD	SOUTHWEST RANCHE FL	33330			EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40POR N1/2 TR 22 & S1/2 TR 23 OFSAID PLAT DESC AS: COMM AT NECOR TR 22, S 165.09, W 666.71 TOPOB, W 613.91, N ALG E/L OF RW266.52, SE 68.39, SE 71.82, SE64.09, SE 208.87, E 112.61, SE196.12 TO POB

504034010230	AMBER FINKEL TRFINKEL,AMBER TRS	3021 SW 116 AVE	DAVIE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 23 W1/2 OF N1/2 LESS RD,24W1/2 OF S1/2 LESS RD & LESS PORDESC AS COMM AT NW COR TR 24,S165.15 TO POB, E 492,S 140,SW94,SW 122,SW 74,32 S 177.81,W40,N 245.06 TO POB & LESS N 30OF S1/2 OF W1/2 TR 24,LESS W 492
504034010231	L & M PROPERTY FL LLC	10400 W STATE ROAD 84 #112	DAVIE	FL	33324	EVERGLADE SUGAR & LAND COSUB 1-152 D 34-50-40TR 23 E1/2 OF N1/2 LESS RD,24 E1/2 OF S1/2 LESS RD
504034010240	ENGSTROM,KIRK E H/EENGSTROM,MARY JO	5450 HANCOCK ROAD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 24 N1/2 LESS RD
504034010250	FIocco,DONNA LYNNE	3160 HUNTER RD	WESTON	FL	33331	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 25 LESS N 33 & LESS W 40 FORRD & LESS E 20 FOR RD R/W
504034010251	EICHEL,JEFFREY S & LANA D	5330 HANCOCK RD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 25 N 33 LESS W 40 FORRD & LESS E 20 FOR RD &TRACT 26 S1/2 LESS W 40 FORRD & LESS E 20 FOR RD R/W
504034010260	5300 HANCOCK LAND TRJACOBS,ERIC A TRS	1691 MICHIGAN AVE STE 360	MIAMI BEACH	FL	33139	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40N1/2 OF TR 26 & S1/2 OF TR 27,LESS W 40 FT & LESS E 20 FT FORRD
504034010270	SESSA,JUDITH KJUDITH K SESSA REV TR	5200 HANCOCK ROAD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 27 N1/2 LESS RD,28LESS RD
504034010290	KNIGHT 5100 LLC% ALAN J MARCUS PA	20803 BISCAYNE BLVD STE 301	AVENTURA	FL	33180	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 29 LESS RD
504034010300	KNIGHT 5100 LLC% ALAN J MARCUS PA	20803 BISCAYNE BLVD #301	AVENTURA	FL	33180	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 30 S1/2,LESS RD
504034010301	CAPARROS,MARTIN H & PATRICIA M	13950 E PALOMINO DR	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 30 N1/2 OF E3/4 OF E1/2 TR 31E1/2 OF W1/2 OF E1/2 & TR 31E1/2 OF E1/2 LESS RD
504034010302	INTER MACHINERY INC	8527 PINES BLVD #202	PEMBROKE PINES	FL	33024	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 30 W1/2 OF N1/2 LESS RD
504034010310	Kaelber,JOHN H	14130 E PALOMINO DR	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 31 LESS E 660 & LESS RDS
504034010311	REYNOLDS,BRIAN L & CHERE SREYNOLDS FAM REV LIV TR	14000 E PALOMINO DR	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 30 W1/2 OF W1/2 OF E1/2 OF FN1/2 & TR 31 W1/2 OF W1/2OF E1/2 LESS RD
504034010340	WILSON,QUINCE & ELAINEANDERSON,F & CHUNG,NICOLA	5000 THOROUGHBRED LN	SOUTHWEST RANCHE	FL	2403	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 34 S1/2 OF W1/2 LESS W 10
504034010341	LEVINE,GLEN	5051 HANCOCK RD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 34 S1/2 OF E1/2 LESS RD
504034010342	VEZINA,LEO R & YVETTE L	5011 SW 142 AVE	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 34 N1/2 OF E1/2
504034010343	COX,FRED D & KATHRYN	4940 THOROUGHBRED LANE	SOUTHWEST RANCHE	FL	2401	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 34 N1/2 OF W1/2 LESS W 10
504034010350	KAPIT,JASON A & MINDY L	5060 THOROUGHBRED LN	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 35 N1/2 LESS E1/2 & LESSW 10
504034010351	MIRANDA,VICKY L & ERIC I	5081 HANCOCK ROAD	FORT LAUDERDALE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 35-50-40TRACT 35 E1/2 LESS RD
504034010352	SW RANCHES HOLDINGS LLC	10167 W SUNRISE BLVD STE 200	PLANTATION	FL	33322	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 35 S1/2 LESS E1/2 & LESSW 10
504034010360	GERBER,CANDIDE & FARRELL I	5176 SW 145 AVE	SOUTHWEST RANCHE	FL	2405	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 36 LESS E1/2 & LESS W 10 &LESS N 206 TOGETHER WITH THAT PTOF NW1/4 FIPIA TR 37 N1/2 OFN1/2 OF W1/2,LESS W 10 ES & LCSUB 1-152 D

504034010361	COSTA,CORNELIO F H/EMARCHELLI,ROSANNA	5131 HANCOCK ROAD	SOUTHWEST RANCHE FL	33330	2501	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 36 E1/2 OF N1/2 LESS RD
504034010363	BELL,RICHARD ABELLAUDREY	5110 THOROUGHBRED LN	FORT LAUDERDALE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 36 N 206 OF E 630 OF W 640
504034010370	JIMENEZ,RANDALL GMLARDO,DANIELLE M	5151 HANCOCK RD	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40E1/2 OF S1/2 OF TRACT 36 & N1/2OF N1/2 OF E1/2 OF TRACT 37,LESSE 80 THEREOF FOR RD
504034010372	ATLANTIC FLORIDA USA INC	7700 N KENDALL DR STE 405	MIAMI FL	33156		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40S1/2 OF N1/2 OF E1/2 OF TRACT 37& S1/2 OF E1/2 OF TRACT 37,LESSE 80 THEREOF FOR RD
504034010380	PAGE,STEPHEN MITCHELL	5300 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 S1/2 OF W1/2 LESS W 10
504034010381	BOY ALINDA A	5280 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330	2407	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 N1/2 OF W1/2 LESS W 10
504034010382	GONZALEZ,ALBERT OSCARGONZALEZ,JODI BUATTI	5271 HANCOCK RD	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 N 132 OF E1/2 LESS RD
504034010383	BELELLI,BARAKZAFRI,R TAL-OR	5281 HANCOCK RD	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 E1/2 LESS N 132 &LESS RD
504034010390	CLARK,JONAS & RHONDA	5360 THOROUGHBRED LANE	SOUTHWEST RANCHE FL	33330	2409	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 39 S1/2 OF W1/2 LESS W 10
504034010391	5353 HANCOCK ROAD LLC	7270 NW 12 ST STE 380	MIAMI FL	33126	1900	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 39 E1/2 LESS RD,TOGETHERWITH POR OF E1/2 OF TR 40 DESCAS N 41.50 OF E1/2 OF S1/2 OFS1/2,SE1/4 OF NW1/4 LESS S 10.36OF E 432.72
504034010392	EVERHART,RICHARD E & DONNA L	5320 SW 145 AVE	SOUTHWEST RANCHE FL	33330	2409	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 39 N1/2 OF W1/2 LESS W 10
504034010400	STEVENS,MARK A	5401 HANCOCK RD	SOUTHWEST RANCHE FL	33330	2507	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 40 E1/2 LESS RD AND LESSN 41.50 EXCEPT S 10.36OF E 432.72 THEREOF
504034010401	ESPINOSA,RODNEY	5380 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 40 E1/2 OF W1/2 & N 15 OFW1/2 OF W1/2 LESS W 30THEREOF
504034010402	CARR,ANTHONY	5400 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 40 W1/2 OF W1/2 LESS N 15 &LESS RD
504034010571	ADILI,MIRYAHYA	5455 SW 145 AVE	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 56 N1/2 OF E1/2
504034010572	ENGQUIST,DRAY RDRAY R ENGQUIST REV LIV TR	5450 SW 148 AVE	SOUTHWEST RANCHE FL	33330	2413	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 56 LESS E 660.34 & LESSW 40 FOR RD
504034010573	SCHROEDER,ARTHUR & DENISE	5501 THOROUGHBRED LANE	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 56 S1/2 OF E 660.34,LESS RD
504034010581	EDWARDS,MONICA F	5401 SW 145 AVE	SOUTHWEST RANCHE FL	33330	2410	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 57 E1/2 LESS RDS
504034010582	WOLTERS,VALERIE	5400 SW 148 AVE	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 DE1/2 OF W1/2 OF TR 57,LESS W 50FOR RD,ALL IN 34-50-40
504034010590	WILHOIT,RONALD J	5330 VOLUNTEER RD	SOUTHWEST RANCHE FL	33330	2414	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 58 N1/2 OF W1/2 LESS RD
504034010591	VARGAS,ALFONSO	1055 NW 27 AVE	MIAMI FL	33125		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 58 E1/2, LESS N 165 & LESSE 30 ACCORDING TO OR 24842/255 &OR 36031/1475
504034010592	LINARES,HERNANLOPEZ,VILMA	5360 VOLUNTEER RD	SOUTHWEST RANCHE FL	33330	2414	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 58 S1/2 OF W1/2 LESS RD

504034010593	FLORES, RAUL F & GLORIA E	5300 SW 148 AVE		SOUTHWEST RANCHE FL	33330	2414	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 59 S1/2 OF W1/2 LESS THAT PT LYING WITHIN 60 OFWL OF SEC 34
504034010600	RIETTER, K C & ANITA L	5150 SW 148 AVE		SOUTHWEST RANCHE FL	33330	2415	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 59 N1/2 OF W1/2 LESS RD, TR 60 S1/2 OF W1/2 LESS RD
504034010601	NGUYEN, CHI BNGUYEN, NGOC THAO T	5281 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330	2406	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 59 N1/2 OF E1/2 LESS E 10
504034010602	JOSEPH BROWNLOW JR REV TRBROWNLOW, JOSEPH JR TRSTEE ETAL	5301 SW 145 AVE		SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 59 S1/2 OF E1/2 LESS E 10
504034010610	PACK, ALBERT J & MARIANNE E	5146 SW 148 AVE		SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 60 N1/2 OF W1/2 LESS RD
504034010611	KORI, JOHN B III & CARYN S	5221 SW 145 AVE		SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 60 S1/2 OF E1/2 LESS E 10
504034010612	GARCIA CHILDREN LAND TRHERRERIA, ELDITA TRS	5161 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 60 N1/2 OF E1/2 LESS E 10
504034010640	PUBLIC LAND% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD		SOUTHWEST RANCHE FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40POR OF R/W DEDICATED PER SAIDPLAT
504034010641	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN ROAD		SOUTHWEST RANCHE FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40W 10 FT OF TRS 33 THRU 40 & E 10FT OF TRS 57 THRU 64, LESS PORLYING WITHIN PARCEL DESCRIBED WITHIN OR 4230/627
504034010642	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN ROAD		SOUTHWEST RANCHE FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40W 40 FT OF TRS 49 THRU 64, E 80FT OF TRS 33 THRU 48, W 40 FT OF TRS 17 THRU 32, E 40 FT OF TRS 1 THRU 16, S 40 FT OF TRS 16, 17, 48 & 49, N 40 FT OF TRS 33 & 64, S 30 FT OF TRS 1 & 32, N 30FT OF TRS 2 & 31
504034030010	IRIBAR, MANUEL R & IDANIA 5601 HANCOCK LAND TRMODEST, TEECOLA CHINESSA TRS	5551 HANCOCK ROAD		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 1
504034030020	URBIETA, GUILLERMO	5601 HANCOCK RD		SOUTHWEST RANCHE FL	33330	3003	MEADOWVIEW ESTATES 152-17 BLOT 2
504034030030	URBIETA, GUILLERMO	5621 HANCOCK ROAD		SOUTHWEST RANCHE FL	33330	3003	MEADOWVIEW ESTATES 152-17 BLOT 3
504034030040	URBIETA, GUILLERMO	5711 HANCOCK ROAD		SOUTHWEST RANCHE FL	33330	3005	MEADOWVIEW ESTATES 152-17 BLOT 4
504034030080	NIX, JACK VERNON & ROSEMARIE CAPRIO, JOSEPH	4581 WESTON RD		WESTON FL	33331		MEADOWVIEW ESTATES 152-17 BLOT 8
504034030090	GONZALEZ, JUAN & MAYLIN MCGUIRE, SEAN-DAMIEN	5650 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 9
504034030100	GAUL, T. ABEL	5600 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 10
504034030110	EGIPCIAO, MARCOS & MARICELA	5530 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 11
504034030120	CASTRO, ERIC R & BARBARA R	5551 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330	2901	MEADOWVIEW ESTATES 152-17 BLOT 12
504034030130	LAING, GERALD W	5571 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 13
504034030140	DURKEE, MARK & CINDY	5601 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 14
504034030150		5631 SW 145 AVE		SOUTHWEST RANCHE FL	33330	2910	MEADOWVIEW ESTATES 152-17 BLOT 15
504034030160		5701 SW 145 AVE		SOUTHWEST RANCHE FL	33330	2900	MEADOWVIEW ESTATES 152-17 BLOT 16
504034030201	MORRIS, DEBORAH 1665 PASSION VINE LLC PUBLIC LAND% TOWN OF SOUTHWEST RANCHES	5155 SW 192 TER		SOUTHWEST RANCHE FL	33332		MEADOWVIEW ESTATES 152-17 BLOT 20 N1/2
504034030240	LUJO, RUBEN & DENISE	13400 GRIFFIN RD		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT OF R/W DEDICATED PER SAIDPLAT
504034040010		5500 THOROUGHBRED LANE		SOUTHWEST RANCHE FL	33330		THE LUJO PLAT 161-42 BPARCEL A
504034070010	CALLIS, EMANUEL GEMANUEL G CAILIS REV LIV TR	5470 HANOCK RD		SOUTHWEST RANCHE FL	33330		ODONNELL FARMS PLAT SOUTHWEST 171-96 B & EVERGLADE SUGAR & LAND CO SUB 1-152 DPARCEL A OF PLAT 171-96 B TOG W/N 30 OF S1/2 OF W1/2 TR 24, LESSW 492 OF SEC 34-50-40 OF PLAT 1-152 D
504034070020	AMBER FINKEL TR FINKEL, AMBER TRS	3021 SW 116 AVE		DAVIE FL	33330		ODONNELL FARMS PLAT SOUTHWEST 171-96 BPARCEL B
504034090010	CASE, RYAN RYAN CASE TR	5321 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		DANAL AT THOROUGH 176-9 BPARCEL A
504034100010	R & R'S ZEN RANCH LLC	5261 SW 136 AVE		SOUTHWEST RANCHE FL	33330		PLATA ESTATE 177-28 BPARCEL A



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

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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: 7/29/2021
SUBJECT: 10-YEAR WATER SUPPLY PLAN UPDATE

Recommendation

Staff recommends that the Town Council approve the proposed Ordinance on first reading and adopt the Ordinance on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

Background

Local governments in southeast Florida are required to update their Ten-year Water Supply Facilities Work Plan every five years, following the South Florida Water Management District update of the Lower East Coast Water Supply Plan.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description

Upload Date Type

Staff memorandum	1/15/2021	Backup Material
Ordinance 10 Year Water Supply - TA Approved	1/15/2021	Backup Material
Ord. Exhibit "A" Water Supply Facilities Work Plan	9/30/2020	Backup Material



Town of Southwest Ranches
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Russell Muñiz, *Assistant Town Administrator/Town Clerk*

COUNCIL MEMORANDUM

TO: Honorable Mayor and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: Jeff Katims, AICP, CNU-A
Town Planner

DATE: January 28, 2021

SUBJECT: Case #PA-20-3
Ordinance Adopting the Town's Ten-Year Water Supply Facilities Work
Plan and Related Comprehensive Plan Amendments

Recommendation

Staff recommends that the Town Council approve the proposed Ordinance on first reading and adopt the Ordinance on second reading.

Issue

Section 163.3177 Florida Statutes requires that all local governments and utility providers prepare an update to their adopted Ten-Year Water Supply Facilities Work Plan (WSFWP) to reflect changes in the applicable Water Management District's Regional Water Supply Plan update, which is facilitated every five years. After the regional water supply plan is adopted, each local government and utility must prepare relevant updates and approve its WSFWP within eighteen (18) months.

Background

Many potable water utilities are directly affected by changes in South Florida Water Management District (SFWMD) Policy. Such changes have included new limitations on aquifer withdrawal and use of various withdrawal and effluent treatment and disposal technolo-

gies. For Southwest Ranches, which relies mostly on individual wells for water, the actions of the SFWMD have not of direct impact. However, the Town is still required by law to update its ten-year water supply facilities plan.

Analysis

The attached water supply facilities plan demonstrates coordination with the cities of Sunrise and Cooper City to the extent that both supply potable water to properties within Southwest Ranches, but clearly states that the potable water in the Town is supplied on a decentralized, individual-supply basis. Since the SFWMD has not taken actions to curtail the use of individual wells for private residences, the Town has sufficient water to meet its needs for the next ten years and beyond.

Two policies within the Capital Improvements Element, and one policy within the Utilities Element of the Town's Comprehensive Plan are being updated to properly reference the Sunrise and Cooper City water supply plan updates (pending). References to both adopted plans are required by law. The proposed amendments to the Town's Comprehensive Plan elements are noted below.

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the most current City of Sunrise 10-Year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on July 14, 2020~~ January 20, 2015), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the most current Cooper City 10-year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on, MM/DD, 202X~~ December 30, 2014) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

UE POLICY 1.2-m: The level of service (LOS) standard for potable water facilities serving the Town are as follows:

Cooper City Facilities: ~~101-33~~ 127 gallons per capita per day

City of Sunrise: ~~65-102~~ gallons per capita per day

The Comprehensive Plan Advisory Board (CPAB) reviewed the Southwest Ranches 2020 Water Supply Facilities Work Plan (WSFWP) on September 17, 2020 and recommended the Town Council APPROVE the WSFWP and TRANSMIT the proposed Comprehensive Plan amendments.

Passage of the related ordinance on first reading will authorize staff to transmit the proposed amendments to the various state agencies that have authority under State Law for review and comment. The agencies have 30 days to provide comments or objections,

after which the ordinance will be scheduled for second reading with any changes that are appropriate to address agency comments, if applicable.

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

44 **Section 1: Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified
45 and confirmed as being true and correct and are hereby made a specific part of this
46 Ordinance.

47
48 **Section 2: Town WSWFP Approved.** That the Town of Southwest Ranches
49 Ten-Year WSWFP (dated 2020), attached hereto as Exhibit "A" is hereby approved.

50
51 **Section 3: UE Amendment Adopted.** That the Utilities Element of the Town
52 of Southwest Ranches Comprehensive Plan is hereby amended as follows to update level
53 of service standards for third party utilities that provide limited service within the Town:

54
55 III.F Utilities Element (UE)

56
57 * * * * *

58
59 **UE POLICY 1.2-m:** The level of service (LOS) standard for potable water facilities
60 serving the Town are as follows:

61 Cooper City Facilities: ~~101-33-127~~ gallons per capita per day

62 City of Sunrise: ~~65-102~~ gallons per capita per day

63
64
65 **Section 4: CIE Amendment Adopted.** That the Capital Improvements Element
66 of the Town of Southwest Ranches Comprehensive Plan is hereby amended as follows to
67 update references to the adopted Water Supply Facilities Work Plan for third party utilities
68 that provide limited service within the Town:

69
70 III.I Capital Improvements Element (CIE)

71
72 * * * * *

73
74 **CIE Policy 1.1-g:** The five year schedule of capital improvements shall reflect the most
75 current City of Sunrise 10-Year Water Supply Facilities Work Plan (~~Amendment No. 15-1~~
76 ~~adopted on July 14, 2020-January 20, 2015~~), and the capital projects described therein
77 for the purposes of ensuring that adequate water supply will be provided for the limited
78 number of properties that are or will be served by City of Sunrise.

79
80 **CIE Policy 1.1-h:** The Town hereby adopts by reference the most current Cooper City
81 10-year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on MM/DD,~~
82 ~~202X-December 30, 2014~~) as incorporated and adopted in the Infrastructure Element of
83 its Comprehensive Plan and the capital improvement projects contained therein.

84
Ordinance No. 2021-____

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

Section 5: Transmittal. That the Town Administrator or designee is hereby authorized to transmit the amendment and work plan to the applicable reviewing agencies under Section 163.3184(1)(c), F.S.

Section 6: Plan Update. That the Town Administrator or designee shall, immediately following the effective date of this Ordinance, cause the Town of Southwest Ranches Comprehensive Plan to be updated to reflect this amendment.

Section 7: 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 8: 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 9: Effective Date. This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the transmitted plan amendment package is complete, and shall be considered as part of the amendment to the Town of Southwest Ranches Comprehensive Plan, unless timely challenged pursuant to Sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED ON FIRST READING this ____ day of ____, 2020 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.

124 Breitkreuz _____ Ayes _____

125 Hartmann _____ Nays _____

126 Allbritton _____

127 Jablonski _____ Absent _____

128 Hartmann _____ Abstaining _____

129

130

131

132

133

Steve Breitkreuz, Mayor

134

135 ATTEST:

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137

138

139

Russell Muñiz, Assistant Town Administrator/Town Clerk

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145 Approved as to Form and Correctness:

146

147

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Keith Poliakoff, J.D., Town Attorney

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151 37601259.1

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Ordinance No. 2021-____

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



TOWN OF SOUTHWEST RANCHES, FLORIDA

TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN

**Prepared For:
Florida Department of Economic Opportunity
&
South Florida Water Management District**

**Prepared By:
The Mellgren Planning Group**

2020

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1.0 INTRODUCTION

The purpose of the Town of Southwest Ranches Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Town's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare, adopt or update Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District ("District" or "SFWMD") approves a regional water supply plan or its update. The Lower East Coast Water Supply Plan Update was approved by the District's Governing Board in November 2018. Therefore, the deadline for local governments within the Lower East Coast ("LEC") Region to amend their comprehensive plans to update the Work Plan is May 2020.

Residents of the Town of Southwest Ranches obtain their water from domestic self-supply and recreational/landscape self-supply systems (i.e., individually owned, private well systems). The Town does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities, located within the Town. Each resident in the Town served by a centralized water system is a retail customer of the entity that owns and operates the system. At the eastern edge of the Town, Cooper City provides centralized potable water service to a limited number of properties and will not extend its system to serve any additional properties. In the middle of the Town, the City of Sunrise provides potable water service to some properties.

This Work Plan ensures consistency with state guidelines and ensures adequate water supply for existing and new development by supporting various SFWMD, Broward County and local initiatives in the Town's Comprehensive Plan, identified and referenced in Section 3.0 Data and Analysis, and Section 5.0 Goals, Objectives and Policies.

The Work Plan is divided into five sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Work Plan Projects/Capital Improvement Element/Schedule

Section 5 – Goals, Objectives, and Policies

1.1 STATUTORY HISTORY

In 2002, 2004, 2005, 2011, 2012, 2015, and 2016 the Florida Legislature enacted bills to address the State of Florida's water supply needs. These bills, particularly Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes ("F.S.") by strengthening the statutory links between the regional

water supply plans prepared by the regional water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.2 STATUTORY REQUIREMENTS

The Town of Southwest Ranches has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the Lower East Coast Regional Water Supply Plan [163.3177(4) (a), F.S.]. *The Town's Comprehensive Plan ensures a meaningful process for collaborative planning and intergovernmental coordination, on a continuing and ongoing basis on water supply issues between the Town, the South Florida Water Management District, Broward County and the local governments that provide service to the Town.*
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review. *The Town does not own or operate any potable water distribution or supply facilities and is entirely dependent on domestic self-supply. The Town's Future Land Use Element of the Comprehensive Plan ensures the adequacy of the Town's self-supply by limiting more than 95% of the Town's land area to single family estates on lots of at least one to two acres in size, conservation land, passive open space, and agriculture consisting of livestock farms, equestrian farms and plant nurseries. There are two potable water distribution systems, owned and operated by adjacent municipalities. Those public facilities owned and operated by Cooper City and the City of Sunrise will be available to meet optional residential demand, if deemed desirable by Town residents.*
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.]. *The adopted comprehensive plan and land development regulations require a determination of adequate potable water supply no later than issuance of a building permit.*
4. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.]. *The Town does not own or operate any potable water distribution or supply facilities; therefore, the Town does not have any programs or projects in the five-year schedule of capital improvements to support water supply, reuse and conservation projects.*

The Five-Year Schedule of Capital Improvements for projects and programs implemented by the municipalities providing service to the Town are provided in Section Four of this WSWFP Update.

5. Revise the Comprehensive Plan to assess projected water needs and sources, considering the Lower East Coast Water Supply Plan, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan should address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.]. *The Town is a Domestic and Small Public Supply (DSS) municipality pursuant to the 2018 LEC Plan Update, utilizing self-supply private wells. Pursuant to the 2018 LEC Plan Update, "...all current and future needs in this use category are expected to be met from private wells using fresh groundwater from the SAS. As such, no water supply development projects have been proposed for this use category."*
6. To the extent necessary to maintain internal consistency after addressing the above requirements, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the Lower East Coast Regional Water Supply Plan [s.163.3177 (6) (h) 1., F.S.]. *The Town's Intergovernmental Coordination Element ensures coordination of the Comprehensive Plan and the Lower East Coast Regional Water Supply Plan as well as ongoing and continuous communication between the Town, the South Florida Water Management District, Broward County and the local governments that provide service to the Town.*
7. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and update as necessary, comprehensive plans to reflect changes in local conditions every seven years. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.]. *The Town of Southwest Ranches continually evaluates and appraises issues on an ongoing basis through the Comprehensive Plan Advisory Committee, ensuring the Town's rural lifestyle and preventing future encroachment of development.*

2.0 BACKGROUND INFORMATION

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community incorporated to prevent development encroachment and preserve a rural lifestyle. Development within Southwest Ranches consists of single-family detached residences on large lots (predominantly two acres and larger), one shopping center and several community facility land uses (mostly places of worship). The Town encompasses a land area of approximately 13 square miles and has a population of 7,616 (2014).¹ Only two small portions of the Town are currently served by a centralized potable water system. The Town generally opposes any further expansion of these utilities, as a matter of policy. The Town's population is projected to increase by approximately 15.5 percent between 2015 and 2040, from 7,616 to approximately 8,797. All of this growth will be accommodated by the remaining vacant land designated for single family estates. There are no areas of the Town designated for attached housing of any kind, or single-family detached housing on lots smaller than one full acre. Additionally, the few isolated areas of the Town designated for nonresidential and nonagricultural use, include the former 30-acre prison site, Master's Academy and West Broward Church, which will require water service expansion.

Table 2-1:						
TOWN OF SOUTHWEST RANCHES CURRENT AND PROJECTED POPULATION						
YEAR	2016	2020	2025	2030	2035	2040
POPULATION	7,571	7,733	7,972	8,067	8,135	8,187

Source: Florida Housing Data Clearinghouse /Shimberg Center base data, modified (increased) to reflect additional residential development acreage.

2.1 OVERVIEW

"The Vision of the Town of Southwest Ranches is to enhance and preserve the unique rural character of its community. The Town shall promote, maintain and protect its agricultural, residential and equestrian lifestyles, sensitive to the natural environment."

On May 22, 2000, the Governor of Florida approved HB 177 and officially incorporated approximately Thirteen (13) square miles of unincorporated rural areas into the Town of Southwest Ranches. The primary reason the Town's residents voted for incorporation is clearly stated in the Town's Charter, Section 1.01 of Article 1 which reads:

"In order to preserve, protect and enhance the quality of life and residential character of the Southwest Ranches (The Town) is hereby created pursuant to the Constitution of the State of Florida."

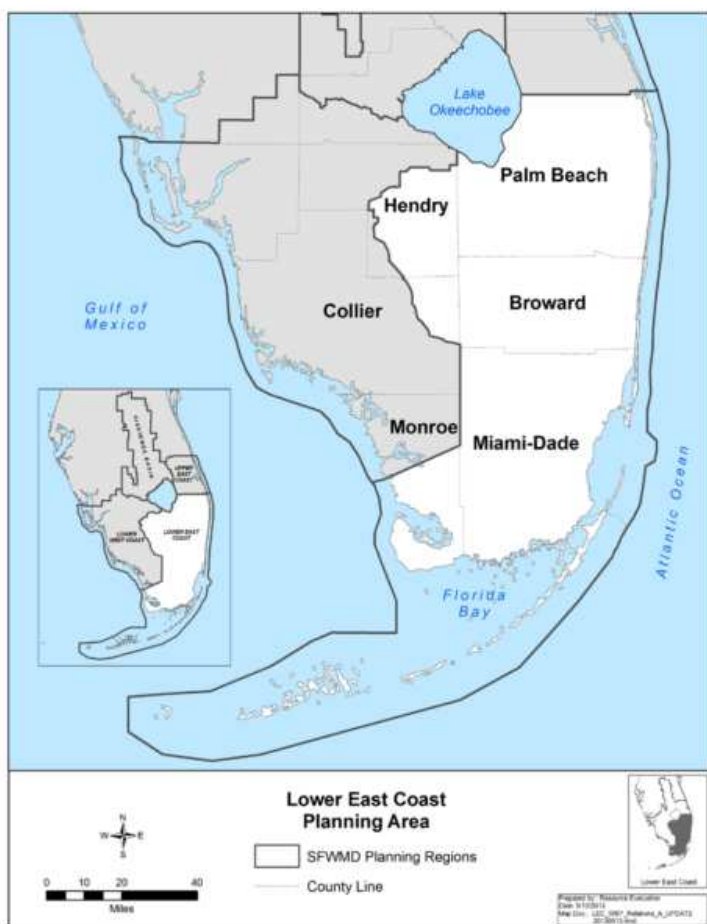
¹ Broward County Planning Services Division, 2014

2.2 REGIONAL ISSUES

A number of factors distinguish the South Florida Water Management District's Lower East Coast (LEC) Planning Area from other regions of the state, including population, spatial extent of natural systems, availability of fresh water, and an extensive network of canals and related water works. The LEC Planning Area boundary encompasses three of the state's five most populous counties. Extensive natural systems such as Lake Okeechobee, the Everglades, Florida and Biscayne bays, are found in the LEC Planning Area. It includes two national parks and four national wildlife refuges. The area typically receives abundant fresh water seasonally, with volumes exceeding human and natural system needs. Water availability also varies annually, including periodic drought.

FIGURE 2-1

LOWER EAST COAST PLANNING AREA



The regional water management system, the Central and Southern Florida Project for Flood Control and Other Purposes (C&SF Project), is largely located in the LEC Planning Area. The C&SF Project plays a critical role in capturing wet season storm water and moving water between natural systems as well as delivering water to agricultural areas and the urbanized coastal communities. The Town of Southwest Ranches is located in the LEC Planning Area.

According to the SFWMD, the LEC plan's twenty-year population and Public Water Supply (PWS) demand forecast projections indicate the planning area's population will increase by 18 percent, from approximately 5.6 million residents in 2010 to slightly more than 6.6 million by 2030. The Lower East Coast (LEC)

Planning Area covers 6,100 square miles, including Palm Beach, Broward, and Miami-Dade counties, most of Monroe County, and eastern Hendry and Collier counties.

Total water demand is projected to increase by 12 percent to 1,933 million gallons per day (MGD) by 2030. Public Water Supply remains the LEC Planning Area's single largest water use category in 2030, representing 52 percent of the planning area's total water demand. It is followed by agriculture at 34 percent. The remaining four categories, domestic (residential) self-supply recreation and landscaping, industrial, and power generation, account for the remaining 14 percent.

All or most of this demand will be supplied from alternate water sources. Alternate water sources include brackish water from the Floridan Aquifer, reclaimed water, excess storm water during the rainy season, or saltwater from the ocean. Traditional water sources include fresh groundwater from the Surficial Aquifer System (SAS) and the Biscayne Aquifer, and surface water, primarily from the Everglades and Lake Okeechobee.

The LEC planning area traditionally has relied on fresh groundwater from the surficial aquifer system and surface water from Lake Okeechobee as primary water sources for urban, agricultural, and industrial uses. The Everglades provides groundwater and surface water recharge to the urban coastal communities, contributing to the water supply throughout most of this region. In 2010, fresh groundwater accounted for 94 percent of potable water produced by PWS utilities. The surficial aquifer system, including the Biscayne aquifer, provides more than 1 billion gallons a day for utilities, as well as agricultural production, landscape irrigation, and other uses. The SFWMD has placed limitations on allocations from freshwater sources to protect the region's natural resources. As a result, use of alternative water sources has expanded.

Regional issues identified in the 2018 Lower East Coast Regional Water Supply Plan Update are as follows:

1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed.
2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria.
3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.
4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law.
5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.

In addition, Broward County transmitted its amended Water Supply Facilities Work Plan to the Florida Department of Opportunity on November 13, 2019. This latest Work Plan sites the following regional issues will impact Broward County:

1. Climate Impacts and Future Water Supply Conditions: Climate impacts and future water supply conditions need to be integrated into water resources resilience planning efforts;
2. Water Use Limitation: Limitation of fresh surface water and groundwater use by the SFWMD's Regional Water Availability Rule and Everglades and Lake Okeechobee Minimum Flow and Levels (MFL);
3. Alternative Water Supply: The need to develop diverse water sources to meet current and future water needs, including C-51 Reservoir, Floridan Aquifer, and reuse as mandated by the Ocean Outfall law; and,
4. CERP Implementation: Construction of additional storage systems (e.g. CERP's reservoirs, aquifer storage, and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.

Also, the 2019 NSID Water Supply Facilities Work Plan (currently under review), indicates their withdrawal limits from the Biscayne Aquifer has led the entity to focus on implementing capital projects that involve alternative water sources to meet future potable water demands within its boundaries and anticipated future annexations. Some of the NSID capital projects involve reuse, implementation of two Floridan wells, and upgrades to its Reverse Osmosis Water Treatment Plant.

The Town of Southwest Ranches is cognizant of the regional water supply issues and their potential impact to the Town. It should be noted, however, that the Town's water supply is self-supplied, which means these issues are not expected to have any significant impacts to the Town or its residents.

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to describe information the Town of Southwest Ranches needs to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity.

3.1 POPULATION ANALYSIS

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community. The area is primarily residential, with most lots consisting of 1 acre or more. There are some small farms and equestrian ranches. The Town has laws that keep homes from being built on lots of less than 1 acre, and for about one-third of the Town, 2 acres, and prevents streetlights and sidewalks from being constructed. To support its rural-equestrian lifestyle, the Town has developed miles of multi-use trails. People are often seen riding horses or bicycles or walking the trails that spread throughout the Town. Since incorporation, the town has also acquired seven open-space parks.

Residents of the Town of Southwest Ranches obtain their water from private well systems for domestic self-supply in nearly all developed areas of the Town. New development in the Town is encouraged to develop and rely upon domestic water supply systems as opposed to seeking further expansion of centralized water service, which is discouraged by the Town's Comprehensive Plan. This decision, however, will be ultimately driven by customer/residents' discretion, as centralized potable water is not required due to the very-low residential density and agricultural character and Future Land Use Map restrictions. Further expansion, if any, can be anticipated in the Sunrise water service area as Cooper City has adopted an ordinance prohibiting further expansion of its utility outside of its city service area.

TABLE 3-1:		
LECWSP POPULATION PROJECTIONS FOR COOPER CITY UTILITY SERVICE AREA		
2020	2030	2040
28,543	33,335	33,585

Source: Lower East Coast Water Supply Plan Update, 2018.

TABLE 3-2:		
COOPER CITY UTILITY SERVICE AREA POPULATION PROJECTIONS		
2020	2025	2030
31,401	32,419	33,131

Source: Cooper City Water Supply Plan Update, 2020 (draft).

TABLE 3-3:		
LEC WSP POPULATION PROJECTION FOR SUNRISE UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES*		
2020	2030	2040
231,288	244,619	251,584

Source: Lower East Coast Water Supply Plan Update, 2018.

Population estimates included in the 2018 LECWSP used 2017 BEBR data while the population projections presented in the City of Sunrise 2019 work plan are based on the published Broward County Population Forecasting Model 2017 which used 2016 BEBR data. The variation is in the range of 0% to 8% in 2040. This variation is a result of many new developments planned within the City service area.

TABLE 3-4:					
CITY OF SUNRISE SERVICE AREA POPULATION PROJECTIONS, INCLUDING THE TOWN OF SOUTHWEST RANCHES					
YEAR	2020	2025	2030	2040	SERVICE AREA
Weston	66,700	68,400	69,700	69,600	Existing
Davie	62,100	63,300	65,000	68,000	Existing
Sunrise	100,000	103,800	107,400	126,000	Existing
SW Ranches	2,400	2,400	2,500	2,500	Existing
SW Ranches	-	-	-	7,100	Future *
Total	231,300	238,000	244,600	273,100	

Source: City of Sunrise Water Supply Plan Update, 2019 (draft).

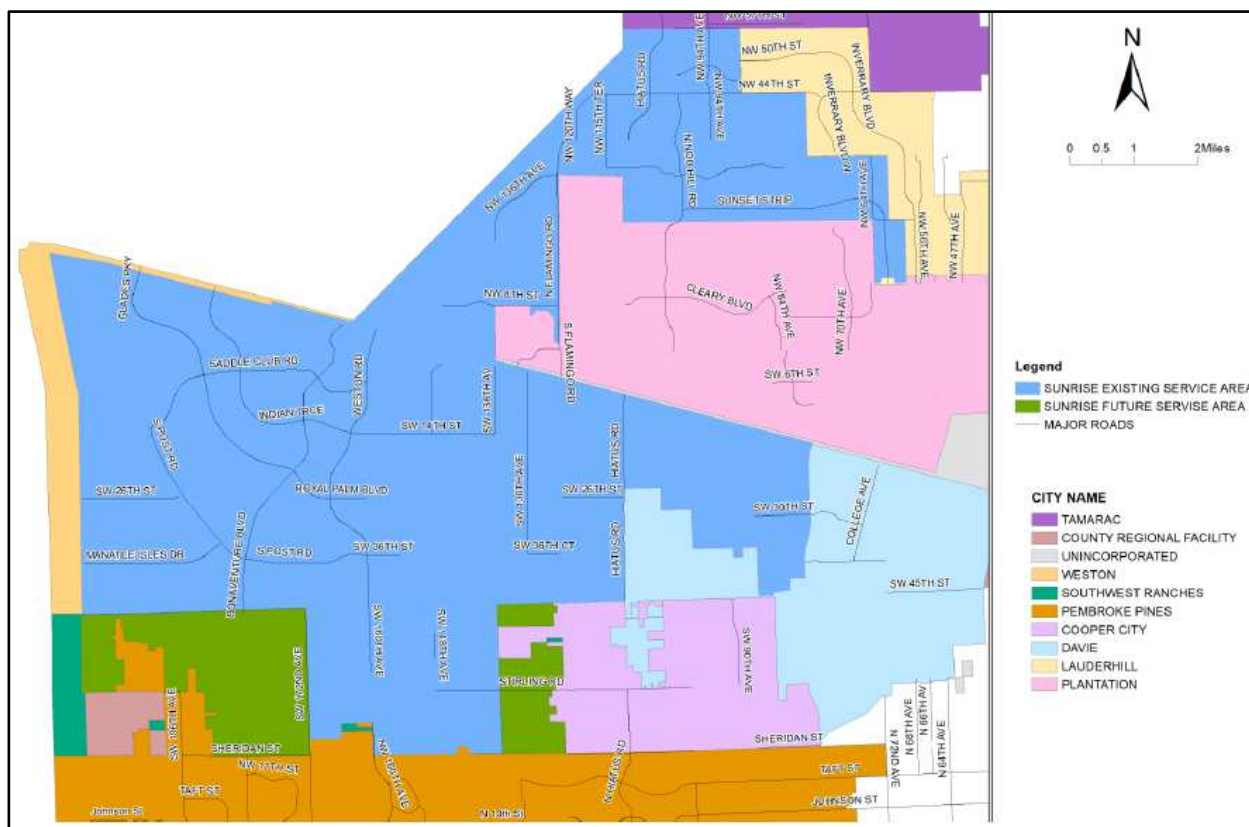
3.2 MAPS OF CURRENT AND FUTURE AREAS SERVED

City of Sunrise Utility Service Area:

Figure 3-1 below depicts the existing service area for the City of Sunrise Water Utilities. In the middle portion of the Town, the City of Sunrise provides very limited centralized water service. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system).

FIGURE 3-1

CITY OF SUNRISE EXISTING AND FUTURE UTILITY SERVICE AREA



Source: City of Sunrise WSWFP Update, 2019 (draft).

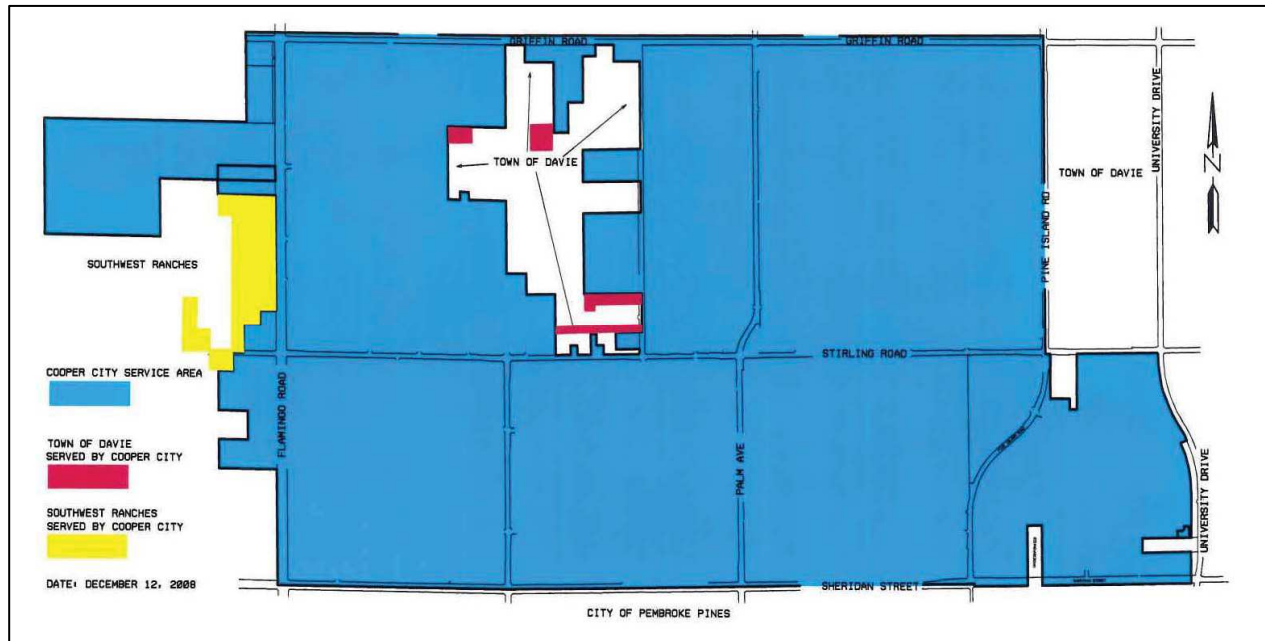
Cooper City Utility Service Area:

The Cooper City utility service areas map is provided below (Figure 3-2). It is estimated that fifty (50) residents and a few non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Along with customers in the Town of Davie, this represents less than one percent of the total number of users.

Also of note, Cooper City adopted a policy to prohibit facility expansions outside of its municipal boundaries, unless the requesting property lies within the utility service area and is approved by the City Commission (Sec. 19-142, Cooper City Code of Ordinances).

FIGURE 3-2

COOPER CITY CURRENT AND FUTURE UTILITY SERVICE AREA



Source: Cooper City Utilities Department, 2019.

3.3 POTABLE WATER LEVEL OF SERVICE STANDARD

Although the Town of Southwest Ranches does not own or operate its own potable water facilities, as a local government in Florida, it is required to meet all statutory requirements pertaining to the creation of a water supply facilities work plan. As such, included here is an inventory and analysis of the centralized potable water systems located within the Town.

At this time, the water supply for both Sunrise and Cooper City is entirely supported by a “traditional” source of drinking water, that is, the Biscayne Aquifer. The Biscayne Aquifer is one of the most productive aquifers in the world and is the primary source of freshwater for residents of Broward County, Miami-Dade County, and southeastern Palm Beach County. Hydrological modeling indicates that the Biscayne Aquifer gets two-thirds of its water from rainfall infiltration and the remaining third from lateral seepage of the Florida Everglades.

The Town shall maintain the Water Supply Facilities Work Plan for at least a 10-year planning period addressing the water supply facilities necessary to serve existing and future development within the Town.

Level of Service Standards

City of Sunrise:

The City of Sunrise Water Supply Plan Update, 2019 (draft) indicates the Level of Service is 127 gallons per day per capita (gpd) for all uses.

Existing distribution system capacity is adequate to serve future demands for the planning period (through 2030).

Cooper City:

Cooper City's Level of Service is 96 gallons per day per capita (gpd) for residential uses; resulting in 5% water savings from water conservation practices adopted by the City.

The non-residential level of service standards are 0.08 gallons per day per square foot for office buildings and 0.15 gallons per day per square foot for commercial businesses.

Based on the 2018 LECWSP Update, Cooper City's 2030 potable water demand is projected at 3.45 mgd for net/finished water and 4.13 mgd for gross/raw water demand). The water treatment plant production capacity is 7 mgd and is adequate to serve anticipated 2030 needs. Existing distribution system capacity is adequate to serve 2030 demands.

3.4 POPULATION AND POTABLE WATER DEMAND PROJECTIONS FOR CITY OF SUNRISE & COOPER CITY

Consumptive Use Permitting

The SFWMD regulates the volume of water that can be withdrawn from surface and groundwater through the use of a Consumptive Use Permit (CUP) pursuant to Part II of Chapter 373 of the Florida Statutes. In addition to a system-wide maximum day allocation, the CUP also identifies a maximum day withdrawal for each wellfield.

Land owners seeking to develop land, must apply for withdrawals through the SFWMD. The issuance of Consumptive Use Permits, which allows for groundwater withdrawals, applicants must meet the criteria of a "three-prong test." The test requires reasonable and beneficial use of the resource; consistency with public interest, including compliance with minimum flows and levels (MLFs) established for surface water and groundwater sources; and, demonstration of no adverse impact to existing legal users (Chapter 373, F.S.).

Cooper City's 20-year Water Use Permit Number 06-00365-W was issued by SFWMD in April 2010. The permit allows the City to withdraw an annual allocation of 1,661 million gallons (MG) (equivalent to 4.55 million gallons per day) from the Biscayne Aquifer until 2030, with a monthly maximum allocation of 171.5 MG.

The last CUP (Permit No 06-00120-W) issued by the SFWMD to the City of Sunrise was in May 2008. The Permit included the Springtree, Sawgrass (Arena), Southwest, and Flamingo Park wellfields and allows a combined average withdrawal of 29.09 mgd from the four wellfields and a maximum month withdrawal allocation of 999.30 Million Gallons per Month (MGM). The City of Sunrise is closely working with the SFWMD on alternative water supply projects in conjunction with the renewal of the permit.

In order to assess whether there will be sufficient potable water to serve the residents on the Town of Southwest Ranches who are, or will be connected to a centralized water service, the current and projected potable water needs of the Town must be analyzed with the needs of all water users in the City of Sunrise; and, again with the needs of all water users in Cooper City. This is because Sunrise and Cooper City each serve other areas in addition to the Town of Southwest Ranches.

The population estimates and projections and the potable water demand projections are presented below for both the City of Sunrise and Cooper City. The projections are through the year 2030. Population estimates included in the LEC Water Supply Plan used the Broward County TAZ 2016 data while the population projections presented in Sunrise and Cooper City Water Supply Plans were based on the published Broward County Population Forecasting Model 2016.

Per Capita Usage

Cooper City Utility Service Area:

Based on the findings from Cooper City, the total water metered to customers, and the estimated historical population of the treated water, the per capita usage computed for the past five years was 96 gallons per capita per day (gpcd). This per capita usage rate is a 1% variation of the SFWMD data, which shows a treated water per capita rate of 95 gpcd for the Cooper City Utility Service Area.

TABLE 3-5:			
ANNUAL AVERAGE DAY DEMAND PROJECTIONS FOR COOPER CITY UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES			
	2020	2025	2030
Population Projections	33,180	33,395	33,541
Gallons per Capita per Day	95	95	95
Finished/Net Water Demand (MGD)	3.27	3.37	3.45
Raw/Gross Water Demand (MGD)	3.92	4.05	4.13

Source: Cooper City Water WSFWP Update, 2020; Table 8-10; Table 8-11A and Table 8-11B (draft).

City of Sunrise Utility Service Area:

Based on the total water metered to customers, and the estimated historic population the treated water leaving the plants, the per capita usage computed for the past five years (2014-2018) was 102 gallons per capita per day (gpcd) of treated water. This is comparable to the per capita usage rate of 93 gpcd at customer connection shown in the Consumptive Use Permit (CUP) application for C-51 Reservoir Project. The per capita usage rate of 102 gpcd treated at the plant is within 3.5% of the SFWMD LECWSP data, which shows a treated water per capita rate of 98 gpcd for the City of Sunrise Utility Water Service Area. The City's updated Comprehensive Plan will show the level of service at 102 gpcd treated water at the plant.

TABLE 3-6:				
CITY OF SUNRISE UTILITY SERVICE AREA				
COMPARISON OF FACILITY CAPACITY AND ANTICIPATED FUTURE PERMITTED AMOUNT				
	2020	2025	2030	2040
Population Served	231,300	238,000	244,600	273,100
Average Daily Demand (Finished) (MGD)	23.6	24.3	24.9	27.9
Demand per Capita Finished (GPCD)	102	102	102	102
Available Facility Capacity (MGD)	51.5	51.5	51.5	51.5
Facility Capacity Surplus (Deficit)	27.9	27.2	26.6	23.6
Anticipated Permitted Amount (MGD Annual Avg.)	31.09	31.09	31.09	31.09
Anticipated Permitted Surplus MGD (Deficit)	4.47	3.82	3.11	0.20

Source: City of Sunrise Water Supply Plan Update, 2019 (draft).

3.5 WATER SUPPLY PROVIDED BY THE TOWN OF SOUTHWEST RANCHES

No water is supplied by the Town of Southwest Ranches, and the Town generally opposes any further expansion of these potable water utilities as a matter of policy. Amongst the Domestic Self-Supply (DSS) and Recreational/Landscape (REC) Self-Supply, no new projects have been proposed in the 2018 LEC Plan Update, and future needs can be met under existing permit allocations; by use of existing and alternative sources, and conservation. However, future increases in withdrawals from Lake Okeechobee; the L-1, L-2, and L-3 canal system; the Everglades; and, North Palm Beach/Loxahatchee Watershed water bodies must comply with the restricted allocation area criteria.

Domestic Self-Supply

The Domestic Self-Supply is a water supply category the Town of Southwest Ranches falls under. Domestic Self-Supply (DSS) includes potable water from a private domestic well serving a private residence, and utilities that produce less than 0.1 MGD on an annual basis. DSS finished (net) demands in the LEC Planning Area are only projected to increase by less than 1 MGD from 17 MGD in 2010 to 18 MGD in 2030 (gross [raw] demands are projected to increase by less than 1 MGD from 18 MGD in 2010 to 19 MGD in 2030). DSS needs are met almost exclusively with fresh

groundwater from the Surficial Aquifer System (SAS), and will continue to do so in the future. As such, no water supply development projects are proposed for this use class.

Recreational/Landscape Self-Supply

The Recreational/Landscape Self-Supply is a water supply category the Town of Southwest Ranches falls under. Recreational/Landscape (REC) Self-Supply includes the use of water for irrigation of common areas, golf courses, parks, cemeteries, schools, commercial developments, and other self-supplied irrigation uses with demand of 0.1 MGD or greater. REC Self-Supply gross demand is projected to increase by 3 percent (149 MGD in 2010 compared to 153 MGD in 2030). Historically, irrigation supplies for this category include local fresh groundwater and surface water captured from canals or stormwater management systems. In recent years, irrigation for new golf courses often includes reclaimed water and on-site blending of brackish groundwater with surface water. Four golf courses use brackish groundwater treated by RO.

The small demand increase for REC Self-Supply should be met, for the most part, by currently proposed reclaimed water projects, or by surface water bodies locally derived groundwater as is the case in, which may be included in existing water use permits if applicable. Projects submitted by utilities and wastewater treatment facilities indicate that use of reclaimed water will increase significantly in the future. Expansion of water reuse systems for REC Self-Supply may reduce withdrawal demands on the water resources. Where reclaimed water is not available, users may qualify for limited freshwater withdrawals on an application-by- application basis. Implementation of the Mandatory Year-Round Landscape Irrigation Conservation Measures Rule (Rule 40E-24.201, F.A.C.), water conservation methods using more efficient irrigation systems, and Florida-Friendly Landscaping offer potential cost savings and may reduce future demand. However, no specific projects for REC Self-Supply were provided or identified in this plan update.

3.6 WATER SUPPLY PROVIDED BY THE CITY OF SUNRISE AND COOPER CITY

The Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities that are located within the Town: Cooper City and the City of Sunrise. Town staff met with City of Sunrise staff and consultants to coordinate preparation of both municipal Water Supply Facilities Work Plan updates. The Town did not coordinate with Cooper City, because no future expansion of service in Southwest Ranches will be permitted by Cooper City. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. At the extreme eastern edge of the Town, the limited centralized water service provider is Cooper City. In the middle portions of the Town, the limited centralized water service is provided by the City of Sunrise. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system) and the percentage of residents can increase as needed. Future expansion of centralized water service in the Town is discouraged, however, the decision ultimately rests with the customers/residents in the service areas and the entity

supplying the water. No deficiencies in potable water supply currently exists or is projected to occur in the Town of Southwest Ranches through the year 2030.

City of Sunrise's Retail Water Service Area

The City of Sunrise is located in western Broward County, north of the Town's limits. Its utility provides centralized potable water service to the cities of Sunrise, Weston, a portion of the Town of Davie, unincorporated Broward County and to the Town of Southwest Ranches, if requested. In total, the City of Sunrise's utility service area is made up of 215,000 retail water customers. In the Town of Southwest Ranches, the City of Sunrise currently serves a minimal amount of land area. This land area may increase in the future; a decision that will be driven by the discretion of customers/residents. Currently, the City is responsible for planning, financing, constructing, operating and maintaining the utilities and public water supply systems that serve the limited area. Potable water from the City of Sunrise is not needed to accommodate future growth in the Town of Southwest Ranches.

The City of Sunrise's water supply is from the Surficial Aquifer System (SAS) and Floridian Aquifer System (FAS) and operates four wellfields and three water treatment plants primarily utilizing lime softening and membrane processes. In 2013, the city added a 1.5-MGD reverse osmosis treatment system at its Springtree Plant. The city previously planned to develop 9 MGD of reverse osmosis treatment capacity and acquired a FAS allocation of 10.98 MGD to accommodate expected demand. Slower growth and successful conservation efforts should allow the city to postpone development of additional capacity from the FAS beyond 2040. The city is upgrading the treatment system at its Southwest Waste Water Treatment Plant to provide 1 MGD of reclaimed water capacity and is in the design phase to develop reuse facilities at its Sawgrass Waste Water Treatment Plant. The City is a contributing member of the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

Cooper City's Retail Water Service Area

Cooper City is located in southwestern Broward County, east of the Town's limits. Its utility provides centralized potable water service to Cooper City, Town of Davie, and a small portion of the Town of Southwest Ranches. In total, Cooper City's utility service area is made up of 29,987 retail water customers. It is estimated that fifty (50) residents and several non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Potable water from Cooper City is not needed to accommodate future growth in Southwest Ranches, as the city does not allow extension of its services beyond its current utility service area.

The water supply for the City of Cooper City is obtained from the Surficial Aquifer System and treated via membrane softening. The city is projected to have minimal growth beyond 2025. This utility is a contributing member to the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

3.7 CONSERVATION

As detailed in the Conservation Element of the Town's Comprehensive Plan, the Town prioritizes critical regional ecological systems through protection and enhancements that are integral components of South Florida's and the Town's natural environment. As a matter of policy, the Town is working to increase energy efficiency of government operations and promotes improved energy standards for residents and businesses located within the Town.

3.7.1 COUNTYWIDE ISSUES

The Town shall continue to implement county-wide conservation measures. Of note are:

- *Conservation Pays Program.* Since 2011, this program provides rebates and incentives for water conservation measures.
- *NatureScape Irrigation Services.* Since 2005, this program has implemented Best Management Practices (BMPs) with large water users to promote "right plant in the right place" and smart irrigation techniques.
- *NatureScape Program.* The program has been promoting water conservation, water quality protection, and the creation of wildlife habitats through the use of Florida-friendly landscape practices in Broward County since 2003. This program is available to municipalities and residential and commercial customers.

3.7.2 SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches has implemented a number of water conservation elements including irrigation restrictions on irrigation (permitted water usage), use of Florida-friendly planting principles, requirement of ultra-low volume plumbing in new construction, rain sensor over-rides for new lawn sprinkler systems, and public educational programs. Summary information on each of the current programs and policies is provided below.

Restrictions on Permitted Water Use

- The Town of Southwest Ranches supports the conservation of potable water by adopting or supporting the water conservation practices and programs of the City of Sunrise, Cooper City, and Broward County, such as rate structures. The Town has enacted its own irrigation ordinance that supports conservation measures by imposing year-round irrigation restrictions.
- The Town of Southwest Ranches' Code of Ordinances includes requirements for restrictions on water use during times an "emergency situation" is declared by SFWMD or when the Town Council determines a reduction in water consumption is necessary to alleviate a local water shortage within the Town's water system.

Use of Florida-Friendly Landscape Principles

- The Town of Southwest Ranches' Land Development Code recommends the use of Florida-friendly landscaping materials and the minimum percent of required pervious area that must follow the principles of Florida Friendly Landscape provisions as set forth in the South Florida Water Management District's Xeriscape Plant Guide II. The following code sections represent the type of policies adopted by the Town.
 - Sec. 075-060(A): The Town requires Florida Grade One landscaping
 - Sec. 075-060(B): The Town requires that 50 percent of landscaping consist of native vegetation.
 - Sec. 075-060(D)(5): The Town prohibits the use of invasive trees.
 - Sec. 075-060(I): Landscape designs must use xeriscape principles.
 - Sec. 075-040(C)(1): The Town observes irrigation restrictions described in F.S. 373.62.

Requirement of Ultra-Low Volume Plumbing in New Construction

- The Town of Southwest Ranches has adopted the Florida Building Code (FBC) which contains plumbing flow restriction requirements. The Town's Building, Permitting and Inspection Services administers procedure provisions for new construction to have water conservation control devices installed per the Florida Plumbing Code, as a condition for granting Certificates of Occupancy. The Town also requires approval from either the South Broward Drainage District or the Central Broward Water Control District.

Rain Sensor Overrides for New Lawn Sprinkler System

- The Town of Southwest Ranches has adopted the Florida Building Code, which requires the installation of rain sensors on new irrigation systems. Additionally, the Town abides by all of the County's landscape Code requirements regarding rain sensors on automatic lawn sprinkler systems. The Town also adopted a Landscape Ordinance that encourages natural vegetation, minimal water and fertilization.

Coordination with Other Entities

The Town will continue to coordinate future water conservation efforts with Cooper City Utilities, the City of Sunrise Utilities, Broward County and the SFWMD to ensure that conservation techniques are implemented. The Town will continue to actively support and adhere to SFWMD and Broward County policies in the implementation of regulations or programs that are designed to conserve water. In addition, the Town will continue to implement land development regulations and the goals, objectives, and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner. Cooperation with utility suppliers for the Town is reflected in noted policies below.

- The Town supports SFWMD, Broward County, The City of Sunrise Utilities, and Cooper City Utilities conservation efforts, as described in their respective 10-Year Water Supply Facilities Work Plans (Cons Policy 1.10-a).
- The Town will encourage efficient use and conservation of water resources within the Town, and support county-wide water conservation programs and initiatives including the

Water Matters education and outreach program, the NatureScape Broward and NatureScape Irrigation Service (Cons Policy 1.1-c).

- The Town shall adopt water conservation measures, such as those of the South Florida Water Management District's rule chapter 40E-21, to utilize during periods of drought (Cons Policy 1.4-b).

Public Information Program

- This program provides water conservation and open/green space information to the Town of Southwest Ranches' residents and customers. The Town provides education information at the Sunshine Ranches Equestrian Park; Trailside Park; Southwest Meadows Sanctuary; Calusa Corners; Rolling Oaks Passive Park; Country Estates Fishing Hole Park; and, the Frontier Trails.
- The Town of Southwest Ranches will coordinate future water conservation efforts with the City of Sunrise and Cooper City, as utility providers for portions of the Town; Broward County; and the SFWMD. In addition, the Town continues to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Town of Southwest Ranches continues to actively support the SFWMD and its water supplier(s) in the implementation of new regulations or programs designed to conserve water during the dry season.

3.7.3 LOCAL FINANCIAL RESPONSIBILITIES DETAILED IN THE CIE

The Town does not have any financial responsibility for the implementation of budgeted capital improvements in the Cooper City Utilities or City of Sunrise Utilities Capital Improvement Schedules. The five-year schedule of capital improvements for these providers is provided in Section 4.0.

3.8 REUSE

State law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1) F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems." The Town supports reclaimed water reuse for any of the potable water distribution and supply facilities that operate within the Town's limits.

3.8.1 TOWN OF SOUTHWEST RANCHES SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches supports water reuse initiatives under consideration by both the SFWMD and Broward County and the implementation of new regulations or programs designed to increase the volume of reclaimed water used and generate public acceptance of reclaimed

water. The Town encourages the use of reclaimed water as an integral part of its wastewater management program, where economically, environmentally and technically feasible. This includes sanitary sewer facilities, including septic tanks, to be designed, constructed, maintained and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, where feasible, thus minimizing new demands on the Biscayne Aquifer.

4.0 CAPITAL IMPROVEMENTS

As the Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities, and most areas of the Town have a domestic self-supply that is individually owned and privately run well systems, the Town does not have any scheduled capital improvement updates. The scheduled capital improvements for Cooper City Utilities and the City of Sunrise Utilities are listed below.

**TABLE 4-2:
City of Sunrise Water Supply Facilities
Five-Year Capital Improvement Plan 2019-2024**

Project Name	Funding Source	Expenditure ¹ (In Millions of Dollars)					
		2020	2021	2022	2023	2024	Five Year Totals
C-51 Reservoir Project	BP ²	-	-	-	-	-	-
Sunrise Golf Course Reuse Main Extension	Fund 465	2.257	-	-	-	-	2.257
Reuse Distribution System – SICP, Sawgrass Mills & Artesia (Phase II)	Fund 465	-	-	-	-	-	-
Reuse Distribution System – SICP, and Markham Park (Phase III)	Fund 465	-	-	-	0.2	9.66	9.86
SGF-1 Aquifer Storage and Recovery conversion	Fund 465	-	-	0.095	0.173	0.173	0.441
Springtree Floridan Supply Well	Fund 465	-	-	0.025	0.025	0.025	0.075

Source: City of Sunrise Adopted Five-Year Capital Improvements Program, Fiscal Year 2019/2020.

TABLE 4-1:
Cooper City Water Supply Facilities
Five-Year Capital Improvement Plan 2019-2024

Project Name (\$)	2019 Forecast	2020	2021	2022	2023	2024	Total FY 20 - FY 24
FUNDING							
Grants	-	-	-	-	-	-	-
Other CIP Fund Revenue	155,000	27,000	25,000	25,000	25,000	25,000	127,000
CIP Fund Balance	2,135,374	-	-	-	-	-	-
Water/Sewer Fund Transfer In	-	4,623,000	2,255,000	1,825,000	3,125,000	3,615,000	15,443,000
Total Funding	2,290,374	4,650,000	2,280,000	1,850,000	3,150,000	3,640,000	15,570,000
EXPENSE							
Water Treatment & Supply							
Control Software	531,170	-	-	-	-	-	-
Water Treatment Plant Rehabilitation	-	-	600,000	600,000	-	-	1,200,000
Steel Water Storage Tank Replacement	-	1,400,000	-	-	-	-	1,400,000
Total Water Treatment & Supply	531,170	1,400,000	600,000	600,000	-	-	2,600,000
Wastewater Collection & Lift Station							
Gravity Sewer Improvements	300,000	300,000	300,000	400,000	400,000	400,000	1,800,000
Gravity Sewer SW 90 Ave	172,426	-	-	-	-	-	-
Lift Station 48 with FM Replacement	300,000	450,000	-	-	-	-	450,000
Lift Station 18	-	-	-	-	200,000	-	200,000
Lift Station 56	-	-	-	-	-	600,000	600,000
Lift Station 9	-	-	-	200,000	-	-	200,000
Lift Station 46	-	-	200,000	-	-	-	200,000
Lift Station 55	315,139	-	-	200,000	-	-	200,000
Lift Station 5	-	-	-	200,000	-	-	200,000
Lift Station 23	-	-	-	-	100,000	-	100,000
Lift Station 50	-	-	-	-	-	195,000	195,000
Lift Station 51	-	-	-	-	-	195,000	195,000
Lift Station 20	-	-	-	-	200,000	-	200,000
Force Main re-route 90 Ave to Repump 55	-	-	680,000	-	-	-	680,000
Total Wastewater Collection & Lift Stn.	1,087,565	750,000	1,180,000	1,000,000	900,000	1,390,000	5,220,000
Water Distribution							
Replace Scheduled 40 WM's Citywide	-	-	500,000	-	-	-	500,000
Total Water Distribution	-	-	500,000	-	-	-	500,000
Wastewater Treatment Plant							
Stabilization Program	-	-	-	250,000	250,000	250,000	750,000
Injection Well Rehab/Capacity Increase*	500,000	2,500,000	-	-	-	-	2,500,000
Headworks*	-	-	-	-	2,000,000	2,000,000	4,000,000
Deep Well Engineering Services	171,639	-	-	-	-	-	-
Total Wastewater Treatment Plant	671,639	2,500,000	-	250,000	2,250,000	2,250,000	7,250,000
Total Water Sewer CIP Projects	2,290,374	4,650,000	2,280,000	1,850,000	3,150,000	3,640,000	15,570,000

Notes - * Impact Fee Eligible

Source: Cooper City Adopted Budget, Fiscal Year 2019/2020.

5.0 GOALS, OBJECTIVES AND POLICIES

To ensure adequate potable water supply facilities for the ten (10) year planning horizon, the Town has incorporated goals, objectives, and policies within the Future Land Use Element (Objective 1.21), Conservation Element (Objective 1.1, 1.4, 1.5, 1.6, and 1.9), Utilities Element (Objective 1.2 and 1.4), Intergovernmental Coordination Element (Objective 1.2 and 1.4), and Capital Improvements Element (Objective 1.1). The aforementioned goals, objectives, and policies reflect the regulatory provisions below:

- a. Coordination of land uses and future land use changes with the availability of water supplies and water supply facilities;
- b. Consideration of population projections in developing the water supply plan;
- c. Revision of potable water level of service standards for residential and non-residential users;
- d. Protection of water quality in the traditional and new alternative water supply sources;
- e. Revision of priorities for the replacement of facilities, correction of existing water supply and facility deficiencies, and provision for future water supply and facility needs;
- f. Provision for conserving potable water resources, including the implementation of reuse programs and potable water conservation strategies and techniques;
- g. Provisions for improved or additional coordination between a water supply provider and the recipient local government concerning the sharing and updating of information to meet ongoing water supply needs;
- h. Coordination between local governments and the water supply provider in the implementation of alternative water supply projects, reclaimed water projects, establishment of level of service standards and resource allocations, changes in service areas, and potential for annexation;
- i. Coordination of land uses with available and projected fiscal resources and a financially feasible schedule of capital improvements for water supply and facility projects;
- j. Additional revenue sources to fund water supply and facility projects;
- k. Coordination with the respective regional and local government providers' water supply plans;
- l. Update the Work Plan within 18 months following the approval of a regional water supply plan;
- m. Incorporate the Work Plan, as a support document, into the Town Comprehensive Plan Data, Inventory, and Analysis; and,
- n. Concurrency, requiring provision of adequate water supply facilities at the building permit stage.

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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: Martin D. Sherwood, Town Financial Administrator
DATE: 7/29/2021
SUBJECT: FY 2021-2022 PROPOSED PRELIMINARY MILLAGE RATE

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the proposed preliminary Millage Rate for Fiscal Year 2021-2022 at not higher than 4.2500 mills (\$4.2500 per \$1,000 in taxable value) and which is equal to the fiscal year 2020-2021 millage rate.

Issue:

To ratify a proposed preliminary Budget Millage rate for Fiscal Year 2021-2022

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town of Southwest Ranches received the 2021 Certification of Taxable Value from the Broward County Property Appraiser by July 1, 2021. The Town must now establish a proposed (not-to-exceed) millage that can be mailed with the notice, date, time, and location of our public

budget hearings to all property owners. The deadline for returning our proposed millage for our 2021-2022 budget to the Property Appraiser, Tax Collector and Florida Department of Revenue is Wednesday, August 4, 2021.

The current proposed rate is 4.93% higher than the roll-back millage rate and can be established by simple majority ratification of 3 out of 5 Council members. This rate comprises solely of the Town of Southwest Ranches regular operating rate (4.2500) resulting in no change per \$250,000 of taxable value but will result in the Town receiving \$319,267 in higher property taxes in FY 2022 as compared to the prior year. Due to continued opportunities as well as the award of funding from the Mobility Advancement Program (MAP-f/k/a Broward County Transportation Surtax), the Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) - Surtax program will be proposed as funded utilizing Surtaxes for the first time while the TSDOR – Non-Surtax program will be proposed funded using its committed contingency reserve account.

It should also be noted that individual properties of comparable market value likely have different taxable values depending upon several factors. A common exemption which may influence taxable value is the \$50,000 Homestead exemption as is the “Save Our Homes.” The latter prohibits taxes on any (non-improved) home with that exemption from rising more than 3% annually in taxable value irrespective of the increase in market value. **However, for FY 2022, eligible “Save our Homes” property owners change in net taxable value will not exceed 1.4%.**

The proposed millage rate funds vital Public Safety services as well as several Town Council priorities which improve quality of life for those using the services and operational improvements and, ultimately, are expected to raise market values throughout the Town. Some of the capital improvements include significant continued funding for “Drainage Improvements” and newly funding for “Southwest Meadows Sanctuary Park”. Another budgetary item of note is the transfer of funds to pay the normal amortization of borrowed funds/debt including a recent favorable refinancing of industrial zoned land enabling Town migration toward full debt freedom.

Finally, it shall be noted that utilization of unassigned General Fund fund balance is planned through two proposed program modifications: Rolling Oaks Wetland Improvements (\$37,040) and the 20th Anniversary REBOOT Celebration (\$15,000) and one proposed capital improvement project: Drainage-non-surtax for SW 185th Way and 63rd Street (\$250,000). The Town’s projected unassigned General Fund fund balance at September 30, 2022 is \$4,307,518 which represents almost 30% of the FY 21-22 proposed total General Fund expenditures and transfers. A Government Finance Officers Association (GFOA) “best practice” recommends the maintenance of unassigned General Fund fund balance at a minimum of 16.67%.

The resolution before the Town Council tonight does not address budgetary allocations directly. Rather, it establishes an advertised rate for the Truth-In-Millage (TRIM) notices as explained below and notices the community of the public hearing set for:

Monday, September 13, 2021 @ 6:00 PM
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

Fiscal Impact/Analysis

Establishing a preliminary Budget millage rate that requires a majority vote (3 out of 5 members and also known as the Town of Southwest Ranches regular operating + TSDOR - see Exhibit A) with total resulting net revenues of \$6,798,011 will enable the Town Council to evaluate all

management's proposed budgeted FY 2021-2022 operating, capital improvement and program modification recommendations (21 funded and 10 unfunded) while also receiving public discussion and input during our scheduled budget workshop and hearings. Since the rates are a not-to-exceed rate, it can be lowered with no additional "notice" costs. Raising the rate later would require the expense of an additional first-class mailing to all Southwest Ranches property owners.

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Proposed FY 21-22 Millage Rate Reso - TA Approved	7/12/2021	Resolution
FY22 millage maxs-4.2500-FINAL-07292021-EXHIBIT A	7/13/2021	Exhibit

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RESOLUTION NO. 2021-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2022; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2021 the Property Appraiser of Broward County served upon the Town of Southwest Ranches (the "Town"), a "Certification of Taxable Value" certifying to the Town its 2021 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser of Broward County the proposed operating millage rate, the current year rolled-back rate, and the date, time and place at which a first public hearing will be held to consider the proposed millage and the tentative budget; and

WHEREAS, pursuant to Section 200.065, Florida Statutes, the taxing authority must advise the Property Appraiser of said proposed millage rate and of the date, time and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget for the preparation of the Notice of Proposed Property Taxes (TRIM Notice).

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. That the proposed operating Millage Rate for the first public hearing shall be 4.2500 mills, which is \$4.2500 dollars per \$1,000 of assessed property within the Town of Southwest Ranches for the 2021-2022 fiscal year.

Section 3. That the current year rolled-back rate, computed pursuant to 200.065 Florida Statutes, is \$4.0504 dollars per \$1,000.

Section 4. That the proposed operating millage rate is than the rolled-back rate by 4.93%.

Section 5. The date, time and place of the public hearings to consider the above-referenced proposed millage rate and tentative budget shall be as follows:

Date: Monday, September 13, 2021
Time: 6:00 PM
Place: Southwest Ranches Council Chambers
13400 Griffin Road
Southwest Ranches, Florida 33330

Date: Thursday, September 23, 2021
Time: 6:00 PM
Place: Southwest Ranches Council Chambers
13400 Griffin Road
Southwest Ranches, Florida 33330

Section 6. The Town Clerk or designee is hereby directed to send a Certified Copy of this Resolution to the Property Appraiser and Tax Collector for Broward County.

[Signatures on Following Page]

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

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

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Esq., Town Attorney
10066.01

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EXHIBIT A

Fiscal Year 2022 Millage Maximums and Related Information (Based on Certified Assessment Information)					
Millage Name	Votes Required	Maximum Millage	Total Resulting Net Revenues	Net Revenue Change (from proposed and prior year adopted rates funding level)	FY 2022 levy increase per \$250,000 of taxable value*
Current Year Roll-Back Rate (Town of SWR Operating 4.0504 + TSDOR .0000 Rates)	3	4.0504	\$6,478,745	(\$319,266)	\$0
FY 2021-2022 Proposed & FY 2020-2021 Adopted Rates (Town of SWR Operating 4.2500 + TSDOR .0000 Rates)	3	4.2500	\$6,798,011	\$0	\$50
Adjusted Current Year Roll-Back Rate	3	4.5319	\$7,248,919	\$450,908	\$120
Maximum Majority Vote	3	4.7327	\$7,570,105	\$772,094	\$171
Maximum Super Majority Rate	4	5.2060	\$8,327,164	\$1,529,153	\$289
Unanimous (Maximum)	5	10.0000	\$15,995,321	\$9,197,309	\$1,487

Note: *However, FY 2022 eligible "Save our Homes" exemption property owners change in net taxable value will not exceed 1.4%.

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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 Breitzkreuz, 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 Breitzkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Martin D. Sherwood, Town Financial Administrator
DATE: 7/29/2021
SUBJECT: FY 21-22 PROPOSED INITIAL FIRE ASSESSMENT RATES

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the initial Fire special assessment maximums in accordance with Exhibit A and Exhibit B which includes ratification for an annual special 100% tax exemption for 100% service-connected disabled veterans.

Issue

This resolution is necessary in order to comply with Florida Statutes, to facilitate the preparation of the Truth in Millage (TRIM) Notices, and to authorize the Town Administrator and Town Financial Administrator to prepare, or cause to be prepared, a preliminary Assessment Roll for the 2021-2022 Fiscal Year. The resolution is the first step in the special assessment process. A final assessment resolution and public hearing on this matter will be considered at the September 13, 2021 Council meeting.

Since the rates are a not-to-exceed rate, they can be lowered without additional transaction costs. Raising the rate later would require the expense of an additional first class mailing to all Southwest Ranches property owners. Without adoption of this (or similar) resolution no assessment funding would be available to cover the expenses of fire protective services.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

B. Enhanced Resource Management

C. Reliable Public Safety

Background

Chapter 197.3632, Florida Statutes, and Town Ordinance No. 2001-09, requires the annual adoption of an Initial Fire Protection Assessment Resolution. Proceeds derived by the Town from the Fire Protection Assessment will be utilized for the provision of Fire Protective contractual services, planning, facilities, machinery, programs, and volunteer fire activities. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used exclusively to fund the qualified expenditures above stated.

The approval of the Preliminary Fire Services Assessment Rate Schedule (Exhibit's A & B) by the adoption of the Initial Assessment Resolution determines the amount of the Fire Services Assessed Costs to be advertised. This resolution established the maximum rates that may be applied for next fiscal year. It also sets the date, place, and time for the public hearing for this assessment. This initial assessment rate is necessary in order start the special assessment process, by providing notice to affected property owners of the proposed assessment on their property and when the meeting will be held. It also describes the purpose and method of assessment and the properties that are benefited from the assessment. The initial assessment rates being proposed are based on a newly updated consultant study for the fire protection assessment methodology (Exhibit A). The assessment roll utilizes the Property Appraiser's data from their July 1, 2021 roll and applies updated methodology used in the consultant's report. The principal changes are to include non-commercial agricultural buildings as a single residential/other parcel with the same costs as a dwelling unit. If a parcel has a dwelling unit and any non-commercial agricultural structures, then the parcel is only assessed for the number of dwelling units on the parcel. The other change in the methodology was to combine, or "blend" the non-residential categories with structures (e.g., Commercial, Institutional and Warehouse/Industrial) into one category. The costs apportioned to each parcel were based upon the Town's proposed costs of fire protection services for FY 2021-2022.

Proposed rates are greater from the current year's (FY20/21) rates for the Residential and Warehouse/Industrial property categories while they are lower for the Commercial, Institutional and Acreage property categories. As previously mentioned, we have used a "combined" or "blended" fire rate for the Commercial, Warehouse/Industrial, and Institutional properties. During our workshop on the methodology, the consensus was to use a 5-year rolling average for fire call data as well as to combine the non-residential improved properties into one category with the hope of eliminating the volatility of rates that has occurred over utilizing less than five years. The assessment net dollar increase of \$179,354 (\$3,145,560-\$2,966,206) within all property categories results primarily from increased Town of Davie Fire contractual costs. This aforementioned increase, over the prior year, continues to provide an annual provision for a Town and a new Volunteer Fire vehicle while also providing the greatest financial liability and maintaining operational status quo residents expect and desire from both the Davie Fire Rescue and Volunteer Fire Rescue components. Also, the rates as proposed is reflective of the Town's desire and practice to recover 100% of fire protection costs from the assessment.

The final Fire assessment hearing is scheduled for:

Monday, September 13, 2021 @ 6:00 PM

Fiscal Impact/Analysis

Total proposed Fire Services protection assessment expenses are estimated at \$3,145,560 per Exhibit A and Exhibit B. As previously mentioned, although all the individual property category rate classifications are impacted differently with either an increase or decrease, the proposed initial rate(s) reflect a net increase in total assessment expenses of \$179,354 (\$3,145,560 - \$2,966,206) as compared to the prior year.

Since a Town Council presentation and discussion with Munilytics, the Fire Assessment Methodology consultant, on June 10th, 2021, residential rates have slightly increased from \$761.76/dwelling unit to \$764.44/dwelling unit while the combined Commercial, Warehouse/Industrial, and Institutional category has been slightly reduced from .9476/sf to .9211/sf. Acreage has also slightly increased from \$83.06/acre to \$84.15 per acre. All the new rates have been based upon the final, certified July 1, 2021, property appraiser roll. The Residential rate is \$135.30 more than the current year, reflecting the change in fire call volume from 56.08% of all calls previously to 65.29% currently. This likely resulted from the effects of COVID-19 where people mostly stayed away from non-residential units and stayed home in-place. The one-year call data (calendar year 2020 only) indicated that residential calls account for 71.43% of all fire calls. Similarly, non-residential call volumes dropped for most of the remaining categories.

Finally, the Town of Southwest Ranches Resolution No. 2012-034 initially provided for the complete exemption of 100% service-connected qualified disabled veterans from Fire Services Assessments pursuant to a unanimous vote on June 23, 2011. For FY 2021-2022, nine veterans (reduction of two from eleven in the prior year) have qualified for and claimed this exemption. The total dollar impact to the Towns General Fund from nine (9) Property Appraiser 100% service-connected qualified disabled veterans is \$6,880 (\$764.44 x 9 residents). Additionally, it shall also be noted that the general fund millage impact of imposed FS 170.01 (4) pertaining to a full Fire Assessment exemption for vacant agricultural property is \$99,102 (approx. #1,178 acres x \$84.15).

Without adoption, funding for Townwide fire protection services would require an increase in the property tax (millage) rate levied by the Town.

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Preliminary SWR Fire Assessment - TA Approved	7/20/2021	Resolution
2021 Fire Protection Methodology Report-07192021-EXHIBIT		

A
FY 22 Initial Fire assess wsheet-07292021-Exhibit B

7/19/2021 Exhibit
7/15/2021 Exhibit

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART RESOLUTION 2011-084 BY PROVIDING A NEW SECTION 3, PURPOSE AND DEFINITIONS; INCORPORATING THE 2021 FIRE PROTECTION ASSESSMENT REPORT; APPROVING PRELIMINARY FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2021-22; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, has enacted Ordinance No. 2001-09 (the "Ordinance"), which authorizes the imposition of Fire Service Assessments for fire services, facilities, and programs against Assessed Property located within the Town; and

WHEREAS, pursuant to Ordinance 2001-09, the imposition of a Fire Protection Assessment for fire services, facilities, and programs for Fiscal Year 2021-22 requires certain processes such as the preparation of the Preliminary Fire Protection Assessment Roll; and

WHEREAS, annually, a Preliminary Fire Protection Assessment Resolution describing the method of assessing fire costs against assessed property located within the Town, directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof is required by the Ordinance for imposition of Fire Assessments; and

WHEREAS, the Town Council imposed a Fire Assessment for the previous fiscal year (FY 2020-21), and the imposition of a Fire Assessment for fire services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Assessed Costs among parcels of Assessed Property; and

WHEREAS, the 2021 Report, attached hereto as Exhibit "A", identifies and describes the Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for Fiscal Year 2021-22, and determines the Preliminary Fire Protection Assessment Rate Schedule; and

WHEREAS, the Town Council, during the Fiscal Year 2013, made an policy decision and adopted Resolution 2012-034, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Veteran's Service-Connected Total and Permanent Disability ad valorem tax exemption providing them with a 100% exemption for Fire Protection Assessments pursuant to a June 23, 2011 unanimous vote and wish to provide for such exemption for the Fiscal Year 2021-22; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, desires to reimpose a fire protection assessment program within the Town using the tax bill collection method for the Fiscal Year beginning on October 1, 2021, and deems it to be in the best interests of the citizens and residents of the Town of Southwest Ranches to adopt this Preliminary Fire Assessment Rate Resolution so that the Town may initiate the process to impose Fire Assessments for Fiscal Year 2021-22; and

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. Authority. This resolution is adopted pursuant to the provisions of Ordinance No. 2001-9, the Initial Assessment Resolution (Resolution 2011-084), the Final Assessment Resolution (Resolution 2011-098), and all subsequently adopted Preliminary and Annual Assessment Resolutions, and sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law. This Resolution confirms, modifies, supersedes and amends, as noted herein, Resolution 2011-084 and where any conflicts occur between this Resolution and Resolution 2011-084 or other previous Fire

Assessment Resolutions, the terms of this Resolution shall prevail. However, nothing in this Resolution amends or affects the validity of any Fire Protection Assessments adopted and imposed by any previously adopted resolutions.

Section 3. Purpose and Definitions. Section 3 of Resolution 2011-084, as amended, is hereby amended and replaced in its entirety with this new Section 3. This Resolution constitutes the Preliminary Fire Protection Assessment Resolution as defined in the Ordinance (codified as Sections 12-19 through 12-85 in the Town of Southwest Ranches Code of Ordinances), which imposes Fire Assessments for the Fiscal Year beginning October 1, 2021. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Acreage or "A"" means the rate category that includes undeveloped or vacant property which is assessed for fire protection services on a per acre basis and that has been assigned the Fire Class Code of A. Acreage may be used for agricultural purposes and may also be vacant or undeveloped commercial, residential, warehouse/industrial and/or institutional land.

"Assessed Parcel" means those parcels which are specially benefitted by the availability of and provision of fire protection services, facilities and programs and which are subject to the Fire Protection Assessment.

"Building Area" means the actual area of a building expressed in square feet as reflected on the Tax Roll or, in the event such information is not reflected or determined not to be accurately reflected on the Tax Roll, that area as determined by the Town. Building Area is used to determine the square feet of Non-residential Buildings for calculation of the Fire Protection Assessment.

"Combined Non-residential Rate Category" means the rate category that includes structures classified by the Property Appraiser in Fire Class Codes C, I, and/or W, and includes Fire Class Code S where applicable.

"Commercial" or "C" means the Fire Class Code that includes property used for commercial activity, including but not limited to office and retail uses. Commercial parcels shall be assessed based on the total square footage (Building Area) of all commercial structures or buildings. Regardless of the Fire Code assigned to a parcel, the Town shall have the authority to impose the Combined Non-residential Rate on any building or buildings that are used for commercial purposes.

"Dwelling Unit" means (1) a building, or portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes or the like for residential purposes. A mobile home is an individual dwelling unit. For purposes of this Resolution and imposition of the Fire Protection Assessment, a Dwelling Unit, as defined herein, may be located on and assessed on parcels other than residential property under the Town's zoning and development regulations. For purposes of the Fire Protection Assessment, the number of dwelling units on a parcel shall be based on the tax roll data maintained by the Property Appraiser.

"Fire Class Code" means the code, assigned and maintained by the Property Appraiser, to each parcel and structure in the tax roll data based on the type and use of improvements on the parcel for purposes of the Fire Protection Assessment.

"Fire Incident Codes" means either the type of property or fire situation recorded in the Incident Reports as referred to and used in the Report.

"Government" or "X" means the Fire Class Code that includes any developed property owned by a federal, state or local government. Government parcels are generally exempt from the Fire Assessments.

"Institutional" or "I" means the Fire Class Code that includes property used for institutional purposes and activity, including but not limited to nursing homes, houses of worship, non-public schools, substance abuse centers, healthcare facilities located in commercial/office buildings, funeral homes and mausoleums, and various other uses. Institutional parcels shall be assessed based on the total square footage (Building Area) of all institutional structures or buildings. Regardless of the Fire Code assigned to a parcel, the Town shall have the authority to impose the Combined Non-residential Rate on any building or buildings that are used for institutional purposes.

"Non-residential Building" means a structure assigned a Fire Class Code of C, I, and/or W by the Property Appraiser based on the structure's use for commercial, industrial, warehouse or institutional purposes. The Town shall have the authority to impose the appropriate Fire Assessment Rate on any Non-residential Building regardless of the Fire Class Code assigned to the structure.

"Property Appraiser" means the Broward County Property Appraiser.

"Report", "2021 Report" or "Town of Southwest Ranches 2021 Fire Protection Assessment Methodology Report" means the technical report detailing and documenting the data and methodology used to determine the Fire

Protection Assessment Rates for Fiscal Year 2021-22 prepared by Munilytics, dated July 19, 2021. The 2021 Report is attached hereto and incorporated within this Resolution as Exhibit A. With adoption of this Preliminary Resolution, the Town Council approves this 2021 Report.

"Residential/Other" or "R" means the Fire Class Code and rate category that includes two types of structures/property: (1) structures used for residential purposes, and (2) certain other property with structures not classified as commercial, warehouse/industrial, institutional, or residential. These two types of structures/property are further defined as follows:

(1) For purposes of the Fire Protection Assessment, all parcels with one or more Dwelling Units, and all parcels with one or more Mobile Homes not located in Recreational Vehicle Parks, shall be assessed the Residential/Other Rate on a per Dwelling Unit basis. Other structures on "R" property that are not Non-residential Buildings are deemed to be appurtenant to the Dwelling Unit(s) and shall not be separately assessed.

(2) "R" Property, for purposes of this Resolution and imposition of the Fire Protection Assessment, shall also include property with one or more structures that are not Non-residential Buildings and that are located on property without any existing Dwelling Unit(s). The structures on such parcels shall be assessed collectively as one (1) dwelling unit at the Residential Property Rate.

Regardless of the Fire Class Code assigned to a structure or parcel, the Town shall have the authority to impose the Residential Rate on any building or buildings that are used as Dwelling Units.

"Special" or "S" means the Fire Class Code that includes property that has structures or buildings with more than one Fire Class Code, generally referred to as mixed use property. "S" includes parcels such as those with both a commercial structure and a warehouse or with both a commercial use and a dwelling unit. The Fire Assessment imposed on an "S" parcel is the sum of the assessment calculated separately for each structure/building on the parcel based on its use and number of assessable units. Regardless of the Fire Class Code assigned to a structure or parcel, the Town shall have the authority to impose the appropriate Fire Protection Assessment Rate.

"Warehouse/Industrial" or "W" means the Fire Class Code that includes property used for warehouse or industrial purposes, including but not limited to manufacturing, processing plants/sites, commercial and non-commercial storage units, and warehouse sites. Warehouse/Industrial parcels shall be assessed based on the total square footage (Building Area) of all warehouse/industrial structures or buildings. Regardless of the Fire Class Code assigned to a parcel, the Town shall have the authority to impose the Combined Nonresidential Rate on any building or buildings that are used for industrial or warehouse purposes.

Section 4. Provision and funding of Fire Protection Services. Upon the imposition of a Fire Protection Assessment for fire protection services, facilities, or programs against Assessed Property located within the Town, the Town shall provide fire protection services to such Assessed Property. Proceeds of the Fire Protection Assessments shall be used to fund all or a portion of the costs of the provision of fire protection services to assessed properties within the Town. The remaining costs of providing fire protection services, facilities, and programs shall be funded by lawfully available Town revenues other than Fire Protection Assessment proceeds. Costs related to the provision of Emergency Medical Services (EMS) have not been included in the Fire Protection Assessed Costs and shall be paid for by the Town from other lawfully available funds and shall not be paid out of Fire Assessment revenues. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefited by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

Section 5. Imposition and Computation of Fire Protection Assessments.

A. Fire Protection Assessments shall be imposed against all Assessed Parcels within the Assessment Property Categories. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Assessment Resolution, as more specifically set forth in the 2021 Report in Exhibit "A" to this Resolution. Where the use of a building or buildings on a parcel indicates a use different from the Fire Class Code assigned to the parcel, the Town has the authority to impose the appropriate rate based on the use of the building or buildings regardless of the Fire Class Code assigned to the parcel. The Town also has the authority to request that the Property Appraiser change the Fire Class Code when the Town has determined that another Fire Class Code is more appropriate based on an on-site inspection by the Town. If the Town is not allowed on-site access to inspect the property and structures, the Property Appraiser determination on Fire Class Code will be used for calculation of the Fire Protection Assessments.

B. Where a residential parcel, Fire Class Code "R" or "Residential/Other", contains one or more Dwelling Units, each Dwelling Unit shall be assessed at the Residential Rate. Other structures, such as a non-commercial barn, free-standing garage/workshop, and/or otherwise assessable agricultural building, that are not Non-residential Buildings and are located on a residential parcel containing one or more Dwelling Units are considered appurtenant to the dwelling unit(s) and are not separately assessed. Where structures, such as a non-commercial barn, free-standing garage/workshop, and/or assessable agricultural building, are not Non-residential Buildings and are located on a

parcel with no Dwelling Units, the parcel and structure(s) are classified in Fire Class Code "R" ("Residential/Other") for purposes of the Fire Protection Assessment and shall be assessed collectively as one (1) Dwelling Unit.

C. Non-residential Buildings on parcels in Fire Class Codes of Commercial "C", Institutional "I", and Warehouse/Industrial "W" shall be assessed based on the Building Area of each building multiplied by the Combined Nonresidential Rate based on the use of the building. The total assessment on the parcel shall be the sum of all the assessments calculated for each building/structure.

D. Where multiple buildings on a parcel have different uses, generally a parcel in Fire Class Code Special or "S", the Town shall impose the appropriate rate based on the use of each individual building. The Fire Protection Assessment imposed on such an "S" parcel shall be the total of the Fire Protection Assessments calculated for each Non-residential Building on the parcel at the Combined Non-residential Rate for each building plus the total of all Dwelling Units on the parcel at the residential per Dwelling Unit rate.

E. Parcels with a Fire Class Code of Acreage "A" shall be assessed per acre at the Acreage assessment rate. Agricultural property exempted from ad valorem taxes by the Broward County Property Appraiser shall be exempt from the Fire Assessment, unless the terms of subsection F below that allow assessment of such property apply.

F. Pursuant to FS 170.01(4), notwithstanding any other provision of law, a municipality may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under FS. 193.461 as may be amended from time to time, unless the land contains a residential dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of \$10,000. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage, and qualifying nonresidential farm buildings. As used in this subsection, the term "agricultural pole barn" means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

Section 6. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance (codified as Sections 12-19 through 12-85 in the Town of Southwest Ranches Code of Ordinances), the Initial Assessment

Resolution (Resolution 2011-084), the Final Resolution (Resolution 2011-098), and in all subsequent Preliminary and Annual Resolutions are affirmed, amended, modified, and incorporated herein by reference. Any amendments to such prior findings and determinations made by this Resolution shall not affecting the validity or effectiveness of any prior resolutions for purposes of the Fire Protection Assessments adopted and imposed by such prior resolutions. In addition, it is hereby ascertained, determined, and declared that the fire protection services to be funded by the Fire Protection Assessments provide special benefit to the Assessed Property based upon the findings and data contained in the 2021 Report and the following legislative determinations:

A. Upon adoption of this Preliminary Assessment Resolution determining the Fire Protection Assessed Costs and identifying the Assessed Parcels to be included in the Preliminary Assessment Roll, the legislative determinations of special benefit ascertained and declared in Sections 12-20 and 12-21 of the Code are hereby ratified and confirmed.

B. In accordance with the Town of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), no costs related to the provision of emergency medical services (EMS) are included in the Fire Assessed Costs used in determining the proposed Fire Protection Assessment Rates in this Resolution.

C. It is fair and reasonable to use the Broward County Property Appraiser's Fire Class Codes, Fire Basis element as described in the 2021 Report, and other property use and parcel information maintained by the Property Appraiser in the assessment calculation methodology and the preliminary assessment roll because the data maintained by the Property Appraiser is the most comprehensive, accurate, and reliable information available to determine property use, structures, number of Dwelling Units, and Building Area for improved property and acreage for vacant/undeveloped property. The database maintained by the Property Appraiser is used in development of the Tax Roll and is thus consistent and compatible with use of the Tax Roll for imposition and collection of the Fire Assessment under the Uniform Method of Collection.

D. Apportioning Fire Assessed Costs among classifications of property using historical demand for fire protection services is fair and reasonable and proportional to the special benefit received.

E. Fire Incident Reports are the most reliable data available to determine the potential demand for fire protection service from property use and to determine the benefit to property use resulting from the availability of fire protection services to protect and serve Assessed Parcels.

F. The level of services required to meet anticipated demand for fire protection services and the corresponding annual fire protection budget required to fund fire protection services to non-specific property uses would be required notwithstanding the occurrence of any incidents at such non-specific property uses. Therefore, it is fair and reasonable to omit those Incident Reports related to non-specific property from the Fire Assessed Costs allocation.

G. The potential demand for fire protection services to Residential property relates primarily to the presence of Dwelling Units on the parcel and the anticipated occupants of the structures, particularly Dwelling Units. To minimize administrative burdens and recognizing the relatively uniform initial fire protection response to Dwelling Units, the number of Dwelling Units on a parcel is a reasonable method of relating fire protection costs to the special benefit to such Dwelling Units and the property. Where parcels with one or more Dwelling Units also contain one or more structures that are not Non-residential Buildings or Dwelling Units, it is fair and reasonable to assess only the Dwelling Units as the primary driver of demand for fire protection services. Where parcels contain one or more structures that are not Non-residential Buildings or Dwelling Units, it is fair and reasonable to attribute demand for fire protection services equivalent to that of one Dwelling Unit to the Assessed Parcel. The demand for fire protection services by Non-residential Buildings is primarily determined by the size of the structure or structures, and the Building Area of Non-residential Buildings is a reasonable method of relating fire protection costs to the special benefits to such buildings and the property they occupy. There is a logical relationship between the presence of dwelling units on a parcel, the presence and size of Non-residential Buildings and the Fire Assessed Costs of providing the staff, equipment and fire protection services, the special benefit to Assessed Parcels from the provision of fire protection services, and the proposed Fire Protection Assessment calculated in the 2021 Report.

H. Allocating Assessed Costs per acre to parcels in Fire Class Code Acreage "A", vacant/undeveloped, is fair and reasonable based on historical call data, uses data maintained by the Broward County Property Appraiser, and minimizes administrative burdens while recognizing the special benefit from the suppression and containment of fires occurring on such parcels.

Section 7. Determination of Fire Protection Assessment costs; Establishment of Preliminary Fire Protection Assessment Rates.

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for Fiscal Year 2021-22, is the amount

determined in the 2021 Report. The approval of the Preliminary Fire Protection Assessment Rate Schedules by the adoption of this Preliminary Assessment Resolution determines the amount of the Fire Protection Assessed Costs. The remainder, if any, of such Fiscal Year budget for fire protection services, facilities, and programs shall be funded from available Town revenue other than Fire Protection Assessment proceeds.

B. The estimated Fire Protection Assessments specified in the Preliminary Fire Protection Assessment Rate Schedules as described in the 2021 Report are hereby established to fund, in whole or in part, the specified Fire Protection Assessed Costs determined to be assessed for Fiscal Year 2021-22 commencing on October 1, 2021.

Fiscal Year 2021-22 Preliminary Fire Protection Assessment Rates

Rate Category	Assessment Unit	Preliminary Not-to-Exceed Assessment Rate
"A" Acreage	Per Acre	\$ 84.15
"R" Residential/Other	Per DU/Unit	\$ 764.44
Combined Non-residential	Per SF	\$ 0.9211

C. The Preliminary Fire Protection Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2021-22 shall be the proposed assessment rates applied by the Town Administrator in the preparation of the Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021, as provided in Section 8 of this Preliminary Assessment Resolution. approved by adoption of an Annual Resolution shall constitute a lien upon the property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid.

Section 8. Preliminary Assessment Roll.

A. The Town Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021-22, in the manner provided in the Code and this Preliminary Resolution. The Assessment Roll shall include all Assessed Parcels within the Fire Class Codes and rate classes. The Town

Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution and the 2021 Report.

B. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

C. It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Assessment Resolution and the Report attached as Exhibit "A" is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the Town.

Section 9. Recognized Disabled Veterans Exemption. Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a veteran's service-connected total and permanent disability ad valorem tax exemption, shall be exempt from the collection of the Fire Assessment. The Town shall buy down this 100% exemption with lawfully available, non-assessment funds.

Section 10. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Monday, September 13, 2021 in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida , at which time the Town Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider adopting the Annual Resolution imposing Fire Protection Assessments and collecting such assessments on the same bill as ad valorem taxes. Adoption of the Annual Resolution after the public hearing and approval of the Final Roll shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment, the method of apportionment and levy, the Fire Protection Assessment Rates, the Final Roll and the levy, collection and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Resolution.

Section 11. Notice by Publication. The Town Administrator shall publish a notice of the public hearing authorized by Section 10 hereof in the manner and time provided in Section 12-53 of the Code. The notice shall be published no later than Monday, August 23, 2021.

Section 12. Notice by Mail. The Town Administrator shall also provide notice by first class mail to the owner of each Assessed Parcel, as required by Section 12-54 of the Code. Such notices shall be mailed no later than Monday, August 23, 2021. The Town Administrator may direct that such notice be combined with the TRIM notices prepared and mailed by the Broward County Property Appraiser.

Section 13. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby superseded to the extent of such conflict.

Section 14. Severability. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 15. Application of Assessment Proceeds. Proceeds derived by the Town from the Fire Protection Assessments shall be deposited into the Fire Protection Assessment Fund and used for the provision of fire protection services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

Section 16. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

Breitkreuz _____
Hartman _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitzkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
100122.01

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EXHIBIT A

Town of Southwest Ranches Fire Protection Assessment Methodology Report

Prepared by Munilytics, dated July 15, 2021

**(Referred to in Preliminary Assessment Resolution as Report or 2021
Report)**

Town of Southwest Ranches, Florida Fire Protection Assessment Methodology Report

**Prepared for the
Town of Southwest Ranches**

July 19, 2021



Introduction

The Fire Protection Special Assessment discussed and developed in this report is intended to provide funding for the provision of fire protection services in the Town of Southwest Ranches (the “Town”). The Town provides fire rescue services (along with police services) through a contractual arrangement with the Town of Davie (“Davie”). The Town fire rescue services include 2 Class A Pumpers and 2 Advance Life Support EMS transport-capable rescue vehicles. The Town also supplements this arrangement with a contractual relationship with the Southwest Ranches Volunteer Fire Rescue, Inc., (“Volunteers”). The Volunteer Fire Services component supplements both equipment and personnel. The Volunteer equipment provided are an attack truck and a fire engine pumper. Historically, the area that is now incorporated was serviced by Broward County and a volunteer fire department. Once incorporated in 2000, the Town gradually expanded services through contracts with other service providers. Of late, the Town hired Davie to provide this service. Davie currently operates 7 fire rescue stations, including Station 91, which is located within the Town of Davie, and Station 112, which is located in the Town of Southwest Ranches. Both stations have a rescue unit and a pumper. Each rescue unit normally is staffed with either a lieutenant or captain and a firefighter/paramedic. Each pumper is staffed with either a lieutenant or captain, a driver engineer and a firefighter paramedic. Volunteer firefighters either supplement or add to staffing for each shift. The volunteer operation is predominantly fire-related and includes personnel who provide Basic Life Support (BLS). The Davie pumpers are staffed primarily for fire services but can be dispatched for advanced life support (ALS) services when rescue units are unavailable. While the Davie pumpers do carry ALS equipment and supplies, they are not capable of patient transport. Likewise, paramedics normally assigned to Davie rescue units can also be used when necessary for fire duties. In both cases, however, the rescue units and fire apparatus exist primarily for either EMS calls (in the case of rescue units) or Fire calls (in the case of fire apparatus). The availability of cross-trained personnel is considered an additive value for both rescue services and fire services. The overwhelming amount of time spent by personnel performing fire services is while they are assigned to the fire apparatus. Likewise, personnel assigned to rescue units are almost always involved in rescue services. Like most departments, the origins of its operations are rooted in firefighting. The Department protects property with an estimated market value of approximately \$2.3 billion, and about 76% of this value is residential while only 2.6% is commercial or industrial. Much of the Town’s tax base is agricultural (14%).

Through various interlocal agreements, the Town and Davie provide and receive mutual aid from other departments. The prior fire protection assessment methodology was done in 2011.

Legal and Procedural Requirements

Non-ad valorem special assessments for fire protection services, as repeatedly upheld by the Florida Supreme Court, “must meet two requirements: (1) the property assessed must derive a special benefit from the service provided; and (2) the assessment must be fairly and reasonably apportioned according to the benefits received.” Morris v. Town of Cape Coral, 163 So.3d 1174 (Fla. 2015) (citing Sarasota County v. Sarasota Church of Christ, 667 So.2d 180, 183 (Fla. 1995)). The special benefits to assessed properties provided by fire protection services in the Town include, but are not limited to, protecting the value and integrity of improvements, structures, and land, protecting the life and safety of intended occupants in the use and enjoyment of property, lowering the cost of fire insurance by the presence of a comprehensive fire protection program within the Town and limiting potential financial liability for uninsured or underinsured property, containing and extinguishing the spread of fire incidents occurring on property, and reducing the potential of damage and danger to structures and occupants of property from the spread of fire. Fire services funded by special assessments may include traditional fire department services such as fire suppression as well as educational programs, inspections, and basic life support medical services historically provided by first responders such as fire fighters. The assessments may not include or fund costs related to ambulance transport or advanced life support services as the Florida Supreme Court determined that such services do not provide the required special benefit to property. See Town of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002). Often, the broad term EMS is applied to both BLS and ALS responses. Because all front-line personnel are both firefighters and paramedics and are capable of providing ALS services, and, by extension, BLS services, we must segregate those costs which are exclusively attributed to ambulance transport or advance life support. The fire protection services to be provided to properties within the Town of Southwest Ranches are the type of costs and services that may be included in and funded from a fire protection assessment such as the one presented in this Report.

The Town adopted Ordinance Number 2001-9, codified as Sections 12-19 through 12-85 in the Code of Ordinances, Town of Southwest Ranches, Florida, to provide general authority,

procedures, and standards for the imposition of annual fire assessments. The Florida Statutes contain a number of procedural requirements that define the process for adoption of the proposed Fire Services Special Assessments to be collected through the uniform tax collection process under Florida Statutes §197.3632 (“Uniform Assessment Collection Act”). The process established in the Ordinance incorporates the current statutory requirements, including, for example, the provision of notice of proposed assessments by mail and by publication and a public hearing prior to final adoption of the assessments. The Town currently collects the special assessments on the annual property tax bill under the Uniform Assessment Collection Act and it is expected to continue that practice. The adoption of the Final Assessment Roll and Annual Assessment Resolution shall place a lien equal to the amount of the total assessment, including any accrued interest, on each assessed property. If collected on the ad valorem tax bill under the Uniform Assessment Collection Act, such lien is equal in rank and dignity to the lien of all state, county, district, and municipal taxes and other non-ad valorem assessments.

Estimated Cost of Fire Services

Davie is expected to continue providing fire services to the Town. Davie has the equipment, fire flow, and personnel to service each property within the Town of Southwest Ranches. The Town has identified the costs for that service. The detail of those costs and the separation of costs related to fire and to EMs is presented in Appendix A of “*Fire Rescue Cost Apportionment, FY2021-2022 Budget*”, but are summarized below in Table A:

(continued next page)

Table A

**Davie Southwest Ranches Division
Fire Rescue Budget Total Allocated For Assessment, FY2021-2022**

	Total Budget	Fire	Rescue/EMS
Personnel Costs			
Total All Personnel	2,248,657	1,349,194	899,463
Operating Expenditures			
Contractual Services	176,211	105,727	70,484
Internal Services _IT	94,998	56,999	37,999
Community Programs	1,000	600	400
Communications Services	17,586	10,552	7,034
Repairs and Maintenance, Vehicles	59,525	35,715	23,810
Repairs and Maintenance, Radios	3,500	2,100	1,400
Repairs and Maintenance, Equipment	4,400	2,640	1,760
Repairs and Maintenance, Equip. Directed	12,300	7,380	4,920
Repairs and Maintenance, SW Ranches	2,500	1,500	1,000
Offices Supply Expenses	500	300	200
Uniforms	6,600	3,960	2,640
Protective Fire Equipment	10,800	6,480	4,320
First Aid Supplies and Equipment	33,500	-	33,500
Emergency Preparedness	500	300	200
Fuel	7,232	4,339	2,893
Training and Education	7,779	4,667	3,112
Total Operating Expenditures	438,931	243,259	195,672
Total Expenditures, Davie	2,687,588	1,592,453	1,095,135
Davie Administrative Contract Costs	1,101,852	661,111	440,741
TOTAL DAVIE CONTRACT	3,789,440	2,253,564	1,535,876
Equipment Setaside	50,000	50,000	-
Other Fire Costs	580,757	348,454	232,303
Non Operating Debt and Capital Outlay	95,692	95,692	-
Assessment Expenses	176,764	176,764	-
Allocated Townwide Cost	221,086	221,086	-
Total SWR Fire Budget	4,913,739	3,145,560	1,768,179

Personnel and most other costs were allocated based upon the personnel assigned to either fire apparatus or rescue trucks. The organizational chart (Appendix B) of the Southwest Ranches department were used to determine the allocation of costs between fire and rescue services. This approach is rooted in the historical operation of the department. Were the rescue/ALS components to be removed from the costs of the Town, the Fire costs would remain: The Pumper would be staffed and with the same costs as have been allocated in this study. Some costs, such as medical equipment and supplies, which are clearly related to one service delivery or the other, were

allocated as noted in Table F. These costs have been allocated in proportion to the staffing of the fire and rescue vehicles. The Town has also provided to us allocated identifiable Town costs indirectly related to the Fire Department budget. To estimate future funding requirements, the apportionment methodology has assumed that these costs would annually increase based upon a 4.5% overall inflation factor. Table B summarizes the expected annual costs for the next five fiscal years are presented below; however, the annual assessments should be based upon the Town's expected annual costs adopted during the budget process: The 2022 fiscal year in Table B reflects the estimated budget for FY2021-2022 and is the amount of Assessable Fire Services Costs used in calculating the proposed not-to-exceed rates in Table E.

Table B
Forecasted Assessable Fire Services Costs

Fiscal Year	Forecasted Fire Costs
2022	\$ 3,145,560
2023	\$ 3,287,110
2024	\$ 3,435,030
2025	\$ 3,589,607
2026	\$ 3,751,139

The Town Council may elect to include all or some portion of the total budget and projected fire services costs in the Fire Protection Assessment.

The Fire protection assessed costs, as provided in Ordinance No. 2001-9, can include, but are not limited to, all or any portion of the cost of the provision of fire protection services, facilities, or programs, which provide a special benefit to Assessed Property, and may include, but are not limited to, the following components: (1) the cost of physical construction, reconstruction or completion of any required facility or improvement; (2) the costs incurred in any required acquisition or purchase; (3) the cost of all labor, materials, machinery, and equipment; (4) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (5) the cost of computer services, data processing, and communications; (6) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (7) the cost of any indemnity or surety bonds and premiums for insurance; (8) the cost of salaries, volunteer pay, workers' compensation

insurance, pension or other employment benefits; (9) the cost of uniforms, training, travel, and per diem; (10) the cost of construction plans and specifications, surveys and estimates of costs; (11) the cost of engineering, financial, legal, and other professional services; (12) the costs of compliance with any contracts or agreements entered into by the Town to provide Fire Protection Services; (13) all costs associated with the structure, implementation, collection, and enforcement of the Fire Protection Assessments, including any service charges of the Tax Collector and/or Property Appraiser and amounts necessary to off-set discounts received for early payment of Fire Protection Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Fire Protection Assessments; (14) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of fire protection services, facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the Town Council by subsequent resolution; (15) a reasonable amount for anticipated delinquencies and uncollectible Fire Protection Assessments; and (16) reimbursement to the Town or any other person for any moneys advanced for any costs incurred by the Town or such person in connection with any of the foregoing components of Fire Protection Assessed Cost. Fire Protection Assessed Costs may, as determined by Council, include costs incurred directly or indirectly by the Town and costs incurred by another entity for the provision of fire protection services within the Town.

The Town may choose to include all or only some of these costs in the fire protection assessments so long as the total cost assessed does not exceed the actual cost of providing the service and the assessment imposed on a parcel does not exceed the special benefits to that parcel. The costs may be either direct or indirect so long as they relate to the provision of fire protection services. Historically, the Town has chosen to recover all of its fire costs from this assessment.

Determination of Benefit & Delineation of Benefit Area

An important step in the special assessment process is the determination of special benefit and delineating the geographic area that will benefit from the planned improvements (the “Benefit Area”). The proposed Fire Protection Services will serve all properties within the entire Town of Southwest Ranches; thus, the boundary of the Benefit Area is the same as the boundary of the Town.

Certain properties in the Town will not be required to pay the Fire Protection Assessment – “exempt” property and “excluded” property. “Exempt” properties/structures include properties

that receive special benefit from the fire services but are not charged the Fire Protection Assessment. The exempt category includes all government parcels and agricultural property exempt from by statute. Under Florida Statutes §170.01(4), a municipality may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under Florida Statute §193.461, as may be amended from time to time, unless the land contains a residential dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of \$10,000. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage and qualifying nonresidential farm buildings. Agricultural pole barn means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

The ability to bill and collect special assessments on governmental properties is very limited and generally requires consent of the other governmental entity. Exemptions reflect both legal difficulties with collection of assessments and policy decisions of the Town. It is fair and reasonable not to impose the Fire Protection Assessment on such properties. Costs related to exempt properties are included in the cost allocation and assessment calculations so that those costs are not shifted to the assessments imposed on non-exempt properties. The costs related to exempt properties, as measured by the fire protection costs allocated to those properties in the assessment methodology, must be funded by the Town with other lawfully available non-fire assessment revenue.

“Excluded” property includes those parcels where no special benefit is provided to the parcel, such as roads and submerged lands. If they are not assessed by the Town, the costs are not re-allocated to the remaining assessable units or categories.

Cost Allocation Methodology

The cost allocation and assessment methodology presented in this Report reflects the unique circumstances of the Town of Southwest Ranches with largely residential development, and a smaller amount of non-residential development. The Town is comprised primarily of

residential assessable structures and otherwise assessable barns, stables, and other farm structures that the Town has determined benefit from fire protection services to the same degree as a residential dwelling unit, or, if the structure is on the same parcel as a residential dwelling unit, is an appurtenant use that is considered to have benefited as part of the parcel. The Town also has institutional properties which include houses of worship, non-public schools, cemeteries, and other similar uses. The Town also has commercial and industrial/warehouse parcels. An analysis of call data over each year, over three years, and over five years has shown significant volatility of calls between the non-residential categories. Because of this, and because the response to fire calls seem to involve similar responses of manning and equipment, and because some of the apparent uses vary from actual uses (for example, one of the institutional properties at some point also was being used in a commercial fashion), combining (or blending) the categories of commercial, warehouse/industrial, and institutional together is reasonable and will provide more equitable and stable rates from year-to-year.

Using the BCPA's tax roll data, benefited parcels were identified using the various categories of land use codes within that data set. Additionally, and to keep the proposed apportionment categories as close to the existing categories as possible, we relied upon the Fire Class codes currently maintained by the BCPA. The BCPA has previously identified and coded the improved properties by type and assigned each parcel an appropriate Fire Class Code. We are recommending that the property appraiser's office continue with the existing coding for Commercial, Warehouse/Industrial, and Institutional should the Town revise its nonresidential allocation methodology in the future. For purposes of this report, we have shown the category descriptions, but for the purposes of rate determination, we have combined the costs and allocations together for the three fire class codes of C, I, and W. We reviewed consistency in this data, and it was determined to be of high accuracy. This data has also undergone considerable review over time. The Fire Class codes thus used were as follows:

Residential/Other ("R") This includes two types of property: (1) parcels with residential dwelling units, and (2) property with structures not classified as commercial, warehouse/industrial, institutional, or residential. These two types of R parcels are further described as follows:

(1) The Residential/Other Code includes property with residential dwelling units including single family, multifamily, and mobile homes not located in mobile home parks, as well as separate or attached guest houses or “granny flats” and anything considered a residential dwelling unit by the Property Appraiser. Structures that are not Non-residential Buildings, such as non-commercial barns or free-standing garages, located on a parcel with one or more Dwelling Units shall be considered as appurtenant to or accessory to the Dwelling Unit(s) and shall not be assessed separately.

(2) The “R” Code also includes property with no residential dwelling units but with one or more structures, such as assessable agricultural buildings or non-commercial barns, that are not Non-residential Buildings. Such structure(s) on a such a parcel shall collectively be assessed as one Dwelling Unit.

Commercial (“C”) This includes all property used for commercial activity, except where otherwise identified by its own Fire Class code and includes office and retail uses. It also includes recreational vehicle lots converted to a commercial square footage as provided by statute; the Town currently does not have any parcels fitting this fire class code but could in the future.

Institutional (“I”) This includes nursing homes and substance abuse centers; healthcare facilities located in shopping centers and office buildings, funeral homes and mausoleums; houses of worship, non-public schools, and various other uses.

Warehouse/Industrial (“W”) This includes manufacturing and processing sites, storage units and warehousing sites.

Government (“X”) This includes any developed property owned by a federal, state, or local government.

Special (“S”, generally mixed use) This includes property that has more than one use or improvement that contains more than one Fire Class code. An example is a commercial use that also has a residential use on the same parcel. Each use will be assigned the cost for that use and then combined on the notices and bills.

Acreage (“A”) This includes undeveloped property typically in use for various purposes and for which the Town assesses an acreage charge for fire services. Generally, the land is agricultural in nature. Some of this acreage, if given exemption by the property appraiser, is exempt from the assessment. It also includes other uses of property that are vacant, such as commercial and residential.

It should also be noted that properties, or portions of properties, that can sometimes be exempt from this assessment remain variously classified with Fire Class Codes but are not assessed if the Town has excluded them from the assessment. Again, these codes are used

by BCPA to assist them in the administration of their rolls and we believe them to be highly accurate at the parcel level. If they are not assessed by the Town, the costs are not re-allocated to the remaining assessable units or categories.

Each BCPA parcel for the Town of Southwest Ranches also has, in addition to a Fire Class code, a Fire Basis element, which indicates the number of applicable billing units located on the parcel. For example, a single-family residential dwelling unit would have a Fire Basis element of “1”, indicating that the fixed residential assessment rate would be multiplied by “1” to arrive at an assessment amount and a duplex residential dwelling unit would have a Fire Basis element of “2”, indicating that the fixed residential assessment rate would be multiplied by “2” to arrive at an assessment amount, and so on. Commercial, Warehouse/Industrial, and Institutional are based upon the square footage of the structure(s) on the property. The Fire Class code “S”, Special, generally includes mixed-use parcels that have mixed assessment rates applied to them. The sum of each category (e.g., “Residential”, “Commercial”, etc.) are added together within this coding. The Fire Basis element code in this Fire Class code in this category indicates the amount of the assessment for that Fire Class code. The BCPA handles mixed-use parcels as exceptions and manually calculates the assessment based upon the particular mix of uses that exist on those parcels.

Table C notes the various Fire Class Categories and Fire Class Codes, the number of parcels benefitting from the assessment for that category, the unit of measure for the assessment, and the total number of units in that category that are being assessed. A parcel can have more than one Fire Rate Category:

Table C
Fire Rate Categories

Fire Rate Category	Fire Class Codes Included	Sum of Total Number of Units	Unit of Measure	Number of Parcels
Combined Non Residential	C,I,W	986,968	Square Feet	58
Acreage	A	1,869	Acres	634
Residential	R	2,687	Dwelling Units	2,489
Government - Exempt	X	41,330	Square Feet	228
				<u>3,365</u>

Also, the BCPA combines 2 or more fire classes on the same parcel into a Special/Combination (Mixed Use) Fire Class “S”, which is not listed in the table above. The individual fire classes contained in each parcel coded “S” have been disaggregated and placed in their respective fire class code.

Fire/rescue Incidents

Fire/rescue call for service data is maintained by Davie Fire Rescue. Davie provided call data related to the Town of Southwest Ranches for calendar years 2016-2020. The call data included all dispatched calls for all fire and rescue units at the Town’s stations. The call data contained fire service calls, calls for rescue services, and all other calls. Because rescue services do not benefit property, this call data was culled from further consideration, leaving only fire service call data in our analysis. We also excluded from the call data calls to property that was located outside of the Town limits (mutual aid calls).

The Town of Southwest Ranches and Davie use the National Fire Incident Reporting System (NFIRS) for the collection and categorization of all fire and rescue incident types. This system provides not only the nature of the call responded to but also includes the type of property involved in the call. This data forms the basis for determining not only which properties benefit from fire services, but also to what degree those types of properties demand service. While evaluating the call data, we exercised discretion in reclassifying certain incidents that we determined, for the purposes of this study, needed to be reclassified to accurately tie it to the most appropriate property use. As an example, an automobile fire in a parking lot at a shopping center would be reclassified from “uncovered parking” to a commercial use as the parking lot is considered to be part of the parcel owned by the shopping center for purposes of this study.

During the five-year period studied, the Town of Southwest Ranches had a total of 3494 recorded unique incidents of which 2,952 were non-fire related calls (generally rescue calls)

and 542 were fire- or property-related incidents. Calls were categorized into the two main categories (Fire and Rescue) based upon the Incident Type Number used in the NFIRS coding system. Also placed into the “Rescue” category were calls that were clearly not fire related, or clearly did not benefit real property, or the address/location was indeterminate. As noted earlier, mutual aid calls were excluded because they did not benefit properties within the Town. A list of the types of calls recorded by Davie and how this study categorized them is detailed in Appendix C, *Fire Rescue Call Categorization*. Of those 542 calls, 58 were on streets and roads not associated with any particular land use and those 58 calls were disregarded, leaving 484 fire calls to attribute to a fire class code.

The incident data also includes a “Property Use” code. These codes were then aggregated into larger Property Type codes that could be used to match more closely to the BCPA Category Codes used for fire assessments. The following Table D details the 484 fire or property incidents by the categories used to study fire service delivery and their corresponding BCPA Fire rate category:

Table D
Fire Calls by Fire Class Code Category

Fire Call Categorization	Corresponding BCPA Fire Class Code	Number of Fire Calls	Percent of Total
Commercial	C	38	7.85%
Institutional	I	98	20.25%
Acreage	A	24	4.96%
Residential	R	316	65.29%
Warehouse/Industrial	W	4	0.83%
Government - Exempt	X	4	0.83%
Totals		484	100%

Fire Calls by Fire Rate Category

Fire Rate Category	Corresponding BCPA Fire Class Code	Number of Fire Calls	Percent of Total
Combined Non Residential	C,W,I	140	28.9%
Acreage	A	24	5.0%
Residential	R	316	65.3%
Government - Exempt	X	4	0.8%
Totals		484	100.00%

As previously noted above, there were a total of 542 coded fire service incidents and this table includes a sub-set of 484 of them. The difference of 58 incidents is attributed to responses to parcels or areas that could not be attributed to any specific Fire Class Code. The overwhelming majority of these calls occurred on streets and roads and for which no particular fire class code could be determined.

The recoded incident data to the BCPA Fire Class coding was then distributed to the expected FY2022 Assessable Fire service costs. We then assigned the maximum assessment by category and in total, based upon the fire class categories base and percentage of benefit by Class for the Town of Southwest Ranches and the maximum expected cost of fire service delivery for fiscal year 2022:

Table E
Fiscal Year 2021-2022 Proposed Assessable Fire Services Cost,
Fire Code Apportionment and Proposed FY2021-2022 Assessment Rates

Fire Rate Category	Total Number of Units	Unit Type	Percent Apportioned	Amount Allocated To Category	Proposed Not To Exceed Rate Per Unit
Combined Non-Residential	986,968	Per Square Feet	28.90%	\$ 909,067	\$ 0.9211
Acreage	1,869	Per Acre	5.00%	157,278	\$ 84.15
Residential/Other	2,687	Per Unit	65.30%	2,054,051	\$ 764.44
Government - Exempt	41,330	Per Square Feet	0.80%	25,164	-
			<u>100.00%</u>	<u>\$ 3,145,560</u>	
				(99,102) Less: Agricultural Exemptions	
				(6,880) Less: Residential Exemptions	
				(25,164) Less: Government - Exempt	
				<u>\$ 3,014,414</u>	Net Amount Realized

Findings of Special Benefit and Fair Apportionment

The improved properties in the Town are found to benefit from a special assessment because fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements, structures and land through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire program; and (iv) containing fire incidents occurring on land and within miscellaneous buildings with the potential to spread and endanger other property and property features. Further, the availability and provision of comprehensive fire services enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and the property and rental values within the assessable area.

The Fire Assessed Costs included in the Fire Assessment do not include costs related to the provision of emergency medical services (EMS) and have been fairly and reasonably apportioned among the benefitted parcels. While there are many ways to fairly apportion the costs of the fire services to benefitted properties, we note the following:

Apportioning Fire Assessed Costs among classifications of property based upon the historical demand for fire protection services is a fair and reasonable method because it reflects the property uses' potential fire risk based upon building use and is a reasonable proxy for the amount of fire flow, firefighters training and experience, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the Town's standards and practices. Historical demand for fire protection services provides a fair, reasonable and proportionate relationship to the special benefit received by Assessed Parcels and will ensure that no property is assessed an amount greater than the special benefit received.

Using the Fire Class Codes developed and maintained by the Broward County Property Appraiser to define the classifications of property used to develop the Fire Assessment cost

allocations and rate calculations is fair and reasonable and reduces administrative burdens for both the Town and the Property Appraiser.

Apportioning the percentage of the fire protection assessed costs relating to historical calls for service among benefitted property based on Fire Class Codes is fair and reasonable because it reflects the property uses' potential fire risk based upon use, structure characteristics, and is a reasonable proxy for the amount of fire flow, firefighters training, and experience, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the Town's standards and practices.

The fire rescue incident reports (NFIRS) are the most reliable data available to determine the potential demand for fire services from property use and to determine the benefit to property use resulting from the demand for fire protection services to protect and serve buildings and land located within assessed property and their intended occupants. There exist sufficient fire incident reports that document the historical demand for fire protection services from assessed property within the property use categories. The relative demand that has been determined for each property use category by an examination of such fire rescue incident reports is consistent with the experience of the Town. Therefore, the use of the relative percentages that were determined by an examination of fire rescue incident reports is a fair and reasonable method to apportion the fire protection assessed costs among the property use categories.

The potential demand for fire protection services to Residential property relates primarily to the presence of Dwelling Units and the anticipated occupants of the Dwelling Units. Neither the size nor the value of the residential property determines the scope of the required fire response in the Town of Southwest Ranches. The potential demand for fire services is driven by the existence of each and every dwelling unit and the anticipated average occupant population. Other structures on a parcel with one or more Dwelling Units, such as non-commercial barns, free-standing garages and/or assessable farm structures, that are not Non-Residential Buildings are considered to be appurtenant to or accessory to the primary use of one or more Dwelling Units and are not assessed in addition to the Dwelling Unit(s). It is fair and reasonable to assess parcels with existing Dwelling

Units based on that primary use and to not assess other structures that are not Non-residential Buildings present on the same parcel.

“Residential/Other” or “R” Property, for purposes of imposition of the Fire Services Assessment, shall also include property with one or more structures that are not Non-residential Buildings, such as barns and/or accessory structures, and that are located on property without any existing Dwelling Unit(s). Such structures that are not Non-residential Building(s) on such parcels shall be assessed at the Residential Property Rate collectively as one (1) dwelling unit. Structures that are not Non-residential Buildings that are located on parcels with no existing Dwelling Units generate demand for fire protection services similar to that demand generated by a single Dwelling Unit. Apportioning fire assessed costs to structures that are not Non-residential Buildings, such as assessable farm structures and non-commercial barns, and that are located on a separate parcel (with no Dwelling Units) in the same manner as a residential dwelling unit is a fair and reasonable method because the responses to those structures is similar to a response to a residential dwelling unit.

Apportioning the percentage of the fire protection assessed costs based on the relative demand for fire services attributable to residential property on a per dwelling unit basis, or, in the case of a structure on a separate parcel that is not a Non-residential Building as described above, is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical call data.

The assessment of Non-residential Buildings by actual square footage (“Building Area”) is fair and reasonable for the purpose of parcel apportionment based on relative demand because the demand for fire service to such Non-residential Buildings is primarily determined and measured by the actual square footage of structures and improvements within benefited parcels. The greater the Building Area, the greater the potential for a large fire and the greater amount of firefighting resources that must be available in the event of a fire in a structure of that building’s size. Therefore, allocating assessable fire protection services costs to Non-residential Buildings based on the structure square footage (Building Area) is fair and reasonable and has a logical relationship to the demand for and benefit from fire protection services.

We believe that the apportionment methodology prepared herein is fair and reasonable, that the assessment rates proposed have a logical relationship to the special benefits to the Assessed Parcels from the availability and provision of fire protection services, that each Assessed Parcel located within the Town will be benefited by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, and that the methodology fits the particular properties in and nature of the Town of Southwest Ranches.



7320 Griffin Road, Ste. 102
Davie, Florida 33314
954-903-0712

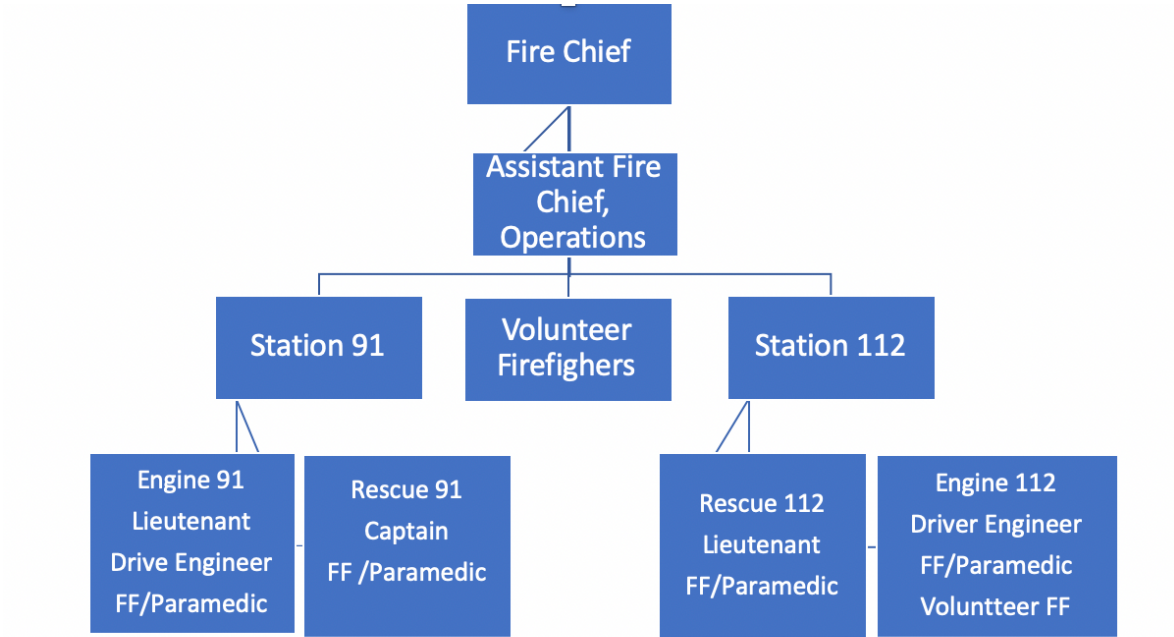
Christopher Wallace, President
July 19, 2021

Appendix A

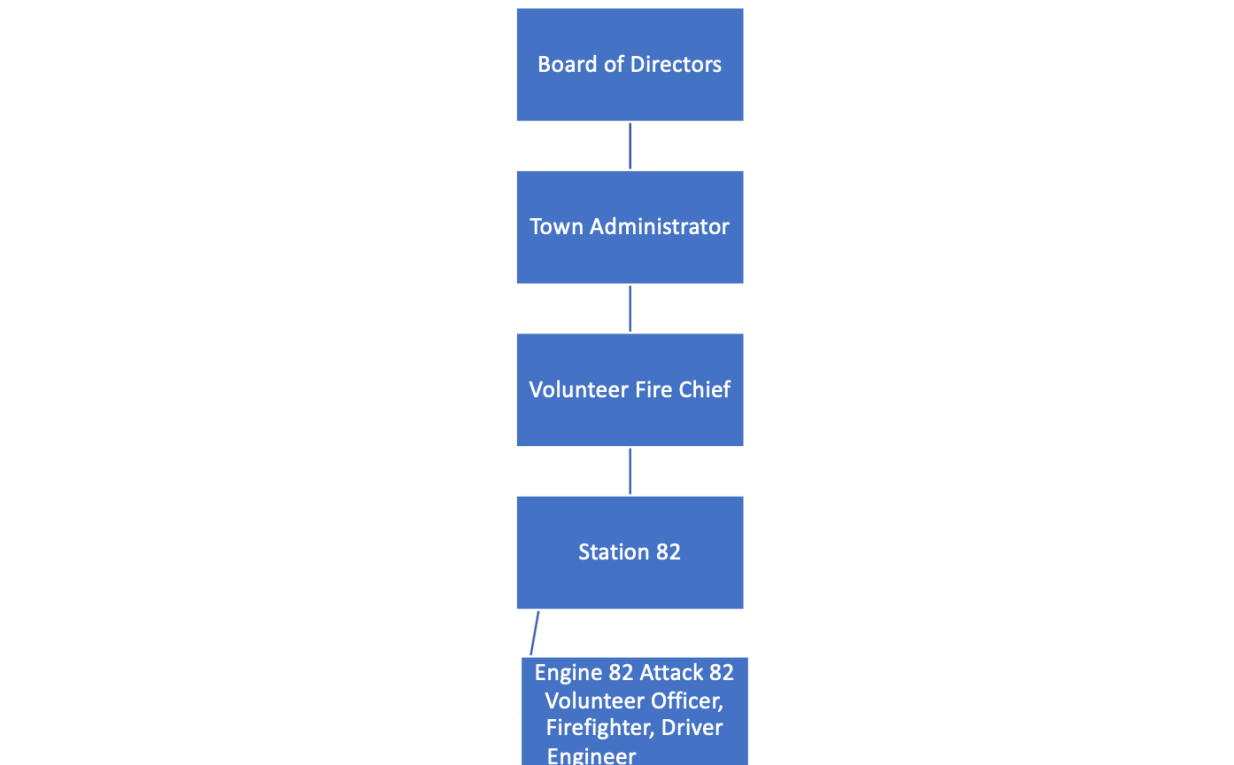
Fire Rescue Cost Apportionment, FY2021-2022 Budget

	Total Budget	Fire Allocation	Rescue/EMS Allocation	Fire Costs	Rescue/EMS Costs
Personnel Costs					
Total All Personnel	2,248,657	60%	40%	1,349,194	899,463
Operating Expenditures					
Contractual Services	176,211	60%	40%	105,727	70,484
Internal Services _IT	94,998	60%	40%	56,999	37,999
Community Programs	1,000	60%	40%	600	400
Communications Services	17,586	60%	40%	10,552	7,034
Repairs and Maintenance, Vehicles	59,525	60%	40%	35,715	23,810
Repairs and Maintenance, Radios	3,500	60%	40%	2,100	1,400
Repairs and Maintenance, Equipment	4,400	60%	40%	2,640	1,760
Repairs and Maintenance, Equip. Directed	12,300	60%	40%	7,380	4,920
Repairs and Maintenance, SW Ranches	2,500	60%	40%	1,500	1,000
Offices Supply Expenses	500	60%	40%	300	200
Uniforms	6,600	60%	40%	3,960	2,640
Protective Fire Equipment	10,800	60%	40%	6,480	4,320
First Aid Supplies and Equipment	33,500	0%	100%	-	33,500
Emergency Preparedness	500	60%	40%	300	200
Fuel	7,232	60%	40%	4,339	2,893
Training and Education	7,779	60%	40%	4,667	3,112
Total Operating Expenditures	438,931			243,259	195,672
Total Expenditures, Davie	2,687,588			1,592,453	1,095,135
Davie Administrative Contract Costs	1,101,852	60%	40%	661,111	440,741
Total Davie Contract	3,789,440			2,253,564	1,535,876
Equipment Setaside	55,500	0%	100%	50,000	-
Other Fire Costs	580,757	60%	40%	348,454	232,303
Non Operating Debt and Capital Outlay	95,692	100%	0%	95,692	-
Assessment Expenses	176,764	100%	0%	176,764	-
Allocated Townwide Cost	221,086	100%	0%	221,086	-
Total SWR Fire Budget	4,919,239			3,145,560	1,768,179

Appendix B
Town of Southwest Ranches Fire Rescue
Organizational Table



Southwest Ranches Volunteer Fire Rescue



Appendix C

Fire Rescue Call Categorization

NFIRS Fire Type	Fire Class Code
100 - Fire, Other	
1 or 2 family dwelling	R
NULL	R
Open land or field	A
Outside or special property, Other	A
Residential street, road or residential driveway	R
Street, Other	STREET
Water utility	X
111 - Building fire	
1 or 2 family dwelling	R
112 - Fires in structure other than in a building	
Outbuilding or shed	R
113 - Cooking fire, confined to container	
1 or 2 family dwelling	R
118 - Trash or rubbish fire, contained	
1 or 2 family dwelling	R
Outside or special property, Other	A
122 - Fire in motor home, camper, recreational vehicle	
Open land or field	A
131 - Passenger vehicle fire	
1 or 2 family dwelling	R
Highway or divided highway	STREET
Open land or field	A
Residential street, road or residential driveway	STREET
Street, Other	STREET
Vehicle parking area	C
1311 - Passenger vehicle fire with MVC	
Residential street, road or residential driveway	STREET
138 - Off-road vehicle or heavy equipment fire	
1 or 2 family dwelling	R
Funeral parlor	C
140 - Natural vegetation fire, Other	
1 or 2 family dwelling	R
Crops or orchard	C
Open land or field	A
Outside or special property, Other	A
141 - Forest, woods or wildland fire	
1 or 2 family dwelling	R
142 - Brush or brush-and-grass mixture fire	
1 or 2 family dwelling	R
Highway or divided highway	STREET
Livestock production	C
Open land or field	A
Street, Other	STREET
Vacant lot	A
143 - Grass fire	
Open land or field	A
150 - Outside rubbish fire, Other	
1 or 2 family dwelling	R
Open land or field	A
Outside or special property, Other	A
Vacant lot	A
151 - Outside rubbish, trash or waste fire	
1 or 2 family dwelling	R
Crops or orchard	C
Highway or divided highway	STREET
Open land or field	A
Outside or special property, Other	A
Professional supplies, services	C
Residential street, road or residential driveway	R
Street, Other	STREET
153 - Construction or demolition landfill fire	
1 or 2 family dwelling	R
154 - Dumpster or other outside trash receptacle fire	
1 or 2 family dwelling	R
Professional supplies, services	C
160 - Special outside fire, Other	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
Street or road in commercial area	C
Vehicle parking area	C
162 - Outside equipment fire	
Crops or orchard	C
173 - Cultivated trees or nursery stock fire	
1 or 2 family dwelling	R

251 - Excessive heat, scorch burns with no ignition	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Food and beverage sales, grocery store	C
Mercantile, business, Other	C
Vehicle storage, Other	W
400 - Hazardous condition, Other	
1 or 2 family dwelling	R
Mercantile, business, Other	C
Street or road in commercial area	C
Street, Other	STREET
411 - Gasoline or other flammable liquid spill	
Convenience store	C
Street, Other	STREET
412 - Gas leak (natural gas or LPG)	
1 or 2 family dwelling	R
424 - Carbon monoxide incident	
1 or 2 family dwelling	R
440 - Electrical wiring/equipment problem, Other	
1 or 2 family dwelling	R
Educational, Other	I
High school/Junior high school/middle school	I
Residential street, road or residential driveway	R
Street or road in commercial area	C
Street, Other	STREET
441 - Heat from short circuit (wiring), defective/worn	
1 or 2 family dwelling	R
442 - Overheated motor	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Highway or divided highway	STREET
443 - Breakdown of light ballast	
1 or 2 family dwelling	R
444 - Power line down	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
Outside or special property, Other	A
Residential street, road or residential driveway	R
Street or road in commercial area	C
Street, Other	STREET
Vehicle parking area	C
445 - Arcing, shorted electrical equipment	
1 or 2 family dwelling	R
Electrical distribution	I
Open land or field	A
Residential street, road or residential driveway	R
Schools, non-adult, other	I
Street, Other	STREET
460 - Accident, potential accident, Other	
Street, Other	STREET
463 - Vehicle accident, general cleanup	
Highway or divided highway	STREET
Street, Other	STREET
480 - Attempted burning, illegal action, Other	
1 or 2 family dwelling	R
481 - Attempt to burn	
Open land or field	A
500 - Service Call, other	
1 or 2 family dwelling	R
Household goods, sales, repairs	C
Outside or special property, Other	A
Street, Other	STREET
Vehicle parking area	C
522 - Water or steam leak	
1 or 2 family dwelling	R
531 - Smoke or odor removal	
1 or 2 family dwelling	R
553 - Public service	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Open land or field	A
Residential street, road or residential driveway	R
561 - Unauthorized burning	
1 or 2 family dwelling	R
Open land or field	A
651 - Smoke scare, odor of smoke	

1 or 2 family dwelling	R
Open land or field	A
Outside or special property, Other	A
Professional supplies, services	C
Residential street, road or residential driveway	R
Street, Other	STREET
653 - Smoke from barbecue, tar kettle	
1 or 2 family dwelling	R
671 - HazMat release investigation w/no HazMat	
1 or 2 family dwelling	R
700 - False alarm or false call, Other	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
Food and beverage sales, grocery store	C
Household goods, sales, repairs	C
Mercantile, business, Other	C
Residential, Other	R
Storage, Other	W
Street, Other	STREET
Vehicle storage, Other	W
710 - Malicious, mischievous false call, Other	
Day care, in commercial property	C
714 - Central station, malicious false alarm	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Business office	C
Educational, Other	I
Elementary school, including kindergarten	I
Mental retardation/development disability facility	I
Residential board and care	R
Vehicle storage, Other	W
715 - Local alarm system, malicious false alarm	
Educational, Other	I
High school/junior high school/middle school	I
730 - System malfunction, Other	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
High school/junior high school/middle school	I
732 - Extinguishing system activation due to malfunction	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
733 - Smoke detector activation due to malfunction	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Church, mosque, synagogue, temple, chapel	I
Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Mercantile, business, Other	C
Residential board and care	R
735 - Alarm system sounded due to malfunction	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
High school/junior high school/middle school	I
Mental retardation/development disability facility	I
Mercantile, business, Other	C
736 - CO detector activation due to malfunction	
1 or 2 family dwelling	R
740 - Unintentional transmission of alarm, Other	
1 or 2 family dwelling	R
Boarding/rooming house, residential hotels	C
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Elementary school, including kindergarten	I
Vehicle storage, Other	W
743 - Smoke detector activation, no fire - unintentional	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Alcohol or substance abuse recovery center	I
Boarding/rooming house, residential hotels	C
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Fire station	I

Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Mental retardation/development disability facility	I
Mercantile, business, Other	C
Preschool	C
Public or government, Other	X
Residential, Other	R
Vehicle storage, Other	W
744 - Detector activation, no fire - unintentional	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Alcohol or substance abuse recovery center	I
Boarding/rooming house, residential hotels	C
Church, mosque, synagogue, temple, chapel	I
Dormitory-type residence, other	R
Eating, drinking places, other	C
Educational, Other	I
Fire station	X
High school/junior high school/middle school	I
Schools, non-adult, other	I
Vehicle storage, Other	W
745 - Alarm system activation, no fire - unintentional	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Boarding/rooming house, residential hotels	R
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Fire station	X
Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Household goods, sales, repairs	C
Mental retardation/development disability facility	I
Mercantile, business, Other	C
Property Use, Other	C
Residential board and care	R
Residential or self-storage units	W
Restaurant or cafeteria	C
Vehicle storage, Other	W
Alarm system activation, no fire - unintentional	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
Elementary school, including kindergarten	I
Mercantile, business, other	C
Preschool	C
Alarm system sounded due to malfunction	
Church, mosque, synagogue, temple, chapel	I
Household goods, sales, repairs	C
Mental retardation/development disability facility	I
Arcing, shorted electrical equipment	
Open land or field	A
Pipeline, power line or other utility right-of-way	STREET
Street, other	STREET
Attempted burning, illegal action, other	
1 or 2 family dwelling	R
Authorized controlled burning	
Open land or field	A
Brush or brush-and-grass mixture fire	
1 or 2 family dwelling	R
Open land or field	A
Residential street, road or residential driveway	R
Building fire	
1 or 2 family dwelling	R
Detector activation, no fire - unintentional	
1 or 2 family dwelling	R
Alcohol or substance abuse recovery center	I
High school/junior high school/middle school	I
Reformatory, juvenile detention center	I
Electrical wiring/equipment problem, other	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Residential street, road or residential driveway	R
Street, other	STREET
Excessive heat, scorch burns with no ignition	
1 or 2 family dwelling	R
Alcohol or substance abuse recovery center	I
Church, mosque, synagogue, temple, chapel	I

False alarm or false call, other	
1 or 2 family dwelling	R
Business office	C
Elementary school, including kindergarten	I
Food and beverage sales, grocery store	C
Household goods, sales, repairs	C
Mercantile, business, other	C
Places of worship, funeral parlors, other	I
Preschool	C
Fire, other	
Service station, gas station	C
Gasoline or other flammable liquid spill	
Service station, gas station	C
Lightning strike (no fire)	
1 or 2 family dwelling	R
Malicious, mischievous false call, other	
Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Natural vegetation fire, other	
1 or 2 family dwelling	R
Ind., utility, defense, agriculture, mining, other	I
Outside equipment fire	
1 or 2 family dwelling	R
Outside rubbish, trash or waste fire	
Dump, sanitary landfill	I
Open land or field	A
Outside or special property, other	G
Overheated motor	
Highway or divided highway	STREET
Passenger vehicle fire	
Street, other	STREET
Vehicle parking area	C
Power line down	
1 or 2 family dwelling	R
Residential street, road or residential driveway	R
Street, other	STREET
Smoke detector activation due to malfunction	
1 or 2 family dwelling	R
Elementary school, including kindergarten	I
Smoke detector activation, no fire - unintentional	
1 or 2 family dwelling	R
Alcohol or substance abuse recovery center	I
Church, mosque, synagogue, temple, chapel	I
Public or government, other	X
Smoke or odor removal	
1 or 2 family dwelling	R
Smoke scare, odor of smoke	
1 or 2 family dwelling	R
Business office	C
System malfunction, other	
1 or 2 family dwelling	R
Trash or rubbish fire, contained	
1 or 2 family dwelling	R
Unauthorized burning	
1 or 2 family dwelling	R
Unintentional transmission of alarm, other	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Alcohol or substance abuse recovery center	I
Bank	C
Residential or self-storage units	W
Storage, other	W
Water or steam leak	
Street, other	STREET
Water problem, other	
1 or 2 family dwelling	R
Mercantile, business, other	C
Street, other	STREET
Water vehicle fire	
Open land or field	A

Town of Southwest Ranches
Proposed FY 2021/2022
Fire Assessment Worksheet

Sources:

Fire Administration Department
 Volunteer Fire Service Department
 Volunteer Fire Fund

Expenditures	Total FY 2021-2022 Proposed	General Fund Portion	Fire Assessment Portion
% Allocation per Consultant Study for FR Contractual Services Only		40.00%	60.00%

Direct Expenses:

Fire Rescue Contractual Service	\$ 3,789,440	\$ 1,515,776	\$ 2,273,664
Operating Expenses	348,454	N/A	348,454
Non-Operating Debt	29,485	N/A	29,485
Capital Outlay	66,207	-	66,207
Fire Protection/Control Contingency	55,500	N/A	55,500
Sub-Total	\$ 4,289,086	\$ 1,515,776	\$ 2,773,310

Other Expenses

Publication & Notification Costs	1,411
Statutory Discount	110,345
Collections Cost	39,408
Fire Assessment Cost Allocation of Townwide Personnel/Contractual Costs	221,086
Total Fire Assessment Expenses	\$ 3,145,560

Based On 2021 Consultant Study

Property Category	Assess Unit Type	% Apportioned	Amount	Total Proposed Rates FY 21/22	Total Assessed Rates FY 20/21	Difference: Increase (Decrease)
Combined Non-Res:Commercial-321,601 SF	Per Sq.Ft. Bldg Area	7.85%	246,927	\$ 0.9211	\$ 1.1266	\$ (0.2055)
Combined Non-Res:Institutional-554,580 SF	Per Sq.Ft. Bldg Area	20.25%	636,976	\$ 0.9211	\$ 1.2106	\$ (0.2895)
Combined Non-Res:Warehse/Indust-110,787 SF	Per Sq.Ft. Bldg Area	0.80%	25,164	\$ 0.9211	\$ 0.5417	\$ 0.3794
Acreage - 1,869 Acres	Per Acre	5.00%	157,278	\$ 84.15	\$ 84.76	\$ (0.61)
Residential - 2,687 Units	Per Unit	65.30%	2,054,051	\$ 764.44	\$ 629.14	\$ 135.30
Government - Exempt - 41,330 SF	Per Sq.Ft. Bldg Area	0.80%	25,164	\$ -	\$ -	\$ -
Total		100%	\$ 3,145,560			

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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: Martin D. Sherwood, Town Financial Administrator
DATE: 7/29/2021
SUBJECT: FY 21-22 Proposed Initial Solid Waste Assessment Rates

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the initial Solid Waste special assessment maximums in accordance with Exhibit A and which includes ratification for an annual special 50% tax exemption for 100% service-connected disabled veterans.

Issue

This resolution is necessary in order to comply with Florida Statutes, to facilitate the preparation of the Truth in Millage (TRIM) Notices, and to authorize the Town Administrator and Town Financial Administrator to prepare, or cause to be prepared, a preliminary Assessment Roll for the 2022 Fiscal Year.

Since the rates are a not-to-exceed rate, they can be lowered without additional transaction costs. Raising the rate later would require the expense of an additional first-class mailing to all Southwest Ranches property owners. Without adoption of this (or similar) resolution no funding would be available to cover the expenses of solid waste & recycling and bulk waste collection and disposal.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

Chapter 197.3632, Florida Statutes, and Town Ordinance No. 2002-08, requires the annual adoption of an Initial Solid Waste Assessment Resolution. Proceeds derived by the Town from the Solid Waste Service Assessments will be utilized for the provision of solid waste services, planning administration, equipment and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used exclusively to fund the qualified expenditures above stated.

The approval of the Estimated Solid Waste Assessment Rate Schedule by the adoption of the Initial Assessment Resolution determines the amount of the Solid Waste Assessed Costs to be advertised. This initial assessment rate is necessary in order to notify the Property Appraiser of the initial assessment rate and hearing schedule for purposes of the Truth in Millage (TRIM) notifications. The initial assessment rates being proposed reflect no changes from the prior fiscal year of 2020-2021 and are based on a consultant study utilizing tranches of minimums/maximums based on lot square footage ranging from \$593.01 to \$879.74 for residential (not commercial) properties.

For FY 2019/2020, Council adopted a decrease in all residential categories averaging 5.4%, depending on parcel lot size square footage and still was able to retain full cost recovery. This was primarily due to successful Management and Legal negotiations obtaining a permanent reduced bulk disposal maximum generation factor from 4.67 to 3.73 tons per unit per year. As previously mentioned, next years (FY 2021/2022) rates are proposed at no changes to any parcel lot size and will continue to maintain full cost recovery status. The annual collection element contract adjustments include: 1) an increase based on the Miami/Fort Lauderdale consumer price index (1.12%) and 2) a decrease in the year-to-year fuel adjustment indices (-16.63%) which, when converted to dollars, primarily offset each other enabling no changes to rates. However, total proposed solid waste assessment expenses have slightly increased \$14,391 to \$1,834,475 from \$1,820,084 primarily due to an increase in total service units (to #2,656 from #2,629).

The final assessment hearing is scheduled for:

Monday September 13, 2021 at 6:00 PM
Southwest Ranches Town Hall
13400 Griffin Road
Southwest Ranches, FL 33330

Fiscal Impact/Analysis

For FY 2022 and pursuant to Exhibit A attached, it is recommended and proposed that all residential assessment rate tranches remain the same (no changes) from the prior fiscal year. Future year changes will depend upon the impact from the aforementioned mandated contract consumer price and fuel indices adjustments. Further, it is important to note that Townwide residential rates are not impacted from emergency disaster recovery efforts. A Series 2018 \$10 million emergency line of credit debt service is available to draw upon in the event of a future disaster, if necessary.

Finally, starting initially with FY 2017/2018 the Town of Southwest Ranches has continued to provide for a 50% exemption from Solid Waste assessments for 100% service-connected qualified disabled

veterans pursuant to a unanimous vote of Town Council. For FY 2021-2022, nine veterans ha qualified for and claimed this exemption (a decrease from eleven from last year). The total dol impact to the Towns General Fund from nine (9) Property Appraiser 100% service-connect qualified disabled veterans is approximately \$3,239.24 (50% of \$6,478.48).

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
21-22_RESO-Solid_Waste_Assess-Initial-07292021-TA Approved	7/13/2021	Resolution
FY 22 Solid Waste Initial Asses Worksheet-07292021- EXHIBIT A	7/12/2021	Resolution

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RESOLUTION NO. 2021-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has adopted a Solid Waste Service Assessment Ordinance, Ordinance Number 2002-8 (the "Ordinance") on final reading at the Town Council meeting of June 24, 2002; and

WHEREAS, the adoption of solid waste assessment rates resulting from the Town Council's policy direction requires the annual adoption of a Preliminary Assessment Resolution and the annual adoption of a Final Assessment Resolution, as required under the Ordinance as well as under the Uniform Method of Collection provided under Florida Statutes Chapter 197.3632;

WHEREAS, the Town Council, during the Fiscal Year 2018, made an initial policy decision, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Disabled Veterans ad valorem tax exemption providing them with a 50% exemption for Solid Waste and Bulk Waste Assessments pursuant to R-2017-058 approved on September 13, 2017 via unanimous vote and wish to provide for such exemption for the Fiscal Year 2022.

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

Section 1. Authority. This resolution is adopted pursuant to the provisions of Ordinance No. 2002-8 as codified and as may have been amended, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Purpose and Definitions. This resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance (codified as Sections 16-108 through 16-173 in the Town of Southwest Ranches Code of Ordinances, hereinafter "Code"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the

singular number include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Assessed Parcel" means those parcels with one or more Dwelling Units which are specially benefitted by the provision of solid waste collection and disposal services and which are subject to the Solid Waste Assessments authorized by this Initial Resolution.

"Bulk Waste" means materials including yard trash, white goods, and clean debris, as such terms are defined in §16-108 of the Code, as may be amended, generated from residential activities and those materials generally outlined in §16-19 of the Code as acceptable for bulk trash pickup.

"Commercial Property" or "Non-residential Property" means collectively those Parcels with DOR Codes, Use Codes or Usage indicating more than just single-family residential uses and that may have no Dwelling Units present on the parcel. Commercial Property or Non-residential Property, for the purposes of this Resolution, includes commercial, institutional, industrial, vacant/agricultural and other all uses, except for Residential Property as defined in this Initial Resolution. As Non-residential Properties are billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution. Combination Commercial or Non-residential uses with single-family residential uses are subject to the Assessments authorized by this Initial Resolution in addition they shall be billed directly for services by the Town's Solid Waste Provider.

"DOR Code" means a property land use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Parcels within the Town. Additionally, the Broward County Property Appraiser assigns property Use Codes to parcels and structures. DOR Codes and associated Use Code descriptions are used in the development of the Solid Waste Assessments set forth in this Resolution and in preparation of the Assessment Roll. Where the use of a parcel indicates a use different from the DOR Code assigned to the parcel, the Town has the authority to impose a rate based on the use regardless of the DOR Code assigned to the parcel.

"Dwelling Unit" means (1) a building, or portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes or the like for residential purposes. A mobile home is an individual Dwelling Unit. For purposes of this Resolution and imposition of the Solid Waste Assessment, a Dwelling Unit, as defined herein, may be located on parcels other than residential property under the Town's zoning and development regulations.

"Estimated Solid Waste Assessment Rate Schedule" means that rate schedule as specified in the Report set forth in Exhibit "A", attached hereto and incorporated herein by reference, specifying the Solid Waste Assessed Costs and the estimated Solid Waste Assessments.

"Household Waste" means and includes garbage, rubbish, and recovered materials, as those terms are defined in §16-108 of the Code, as may be amended, and recyclable materials as defined in §16-24 of the Code, as may be amended, generated from residential activities and excluding Bulk Waste.

"Report" or **"Town of Southwest Ranches Solid Waste Assessment Report"** means the report detailing the development of the Solid Waste Assessment Rates by New Community Strategies amended and revised per Council action dated September 12, 2011.

"Residential Property" means those Assessed Parcels with a DOR Code number on the following list or range: 1 - 9, 63 used as residential, 66 - 69 used as residential, 71 used as residential, or otherwise designated as residential property under the DOR Codes and Use Codes. Residential Property includes single family/duplex as well as single family developed property with multiple dwelling units. Residential Property, for purposes of this Resolution and imposition of Solid Waste Assessments, shall include all parcels with one or more Dwelling Units present on the parcel regardless of the DOR Code number or Use Code assigned to the parcel. All Residential Property shall be assessed based on the number of Dwelling Units for Household Waste and based on parcel size for Bulk Waste according to the rate schedule in the Report, by New Community Strategies amended and revised per Council action dated September 12, 2011, as may be modified in the Final Resolution adopted after the September 12, 2013 Public Hearing. Combination Commercial or Non-residential uses with single family residential uses are subject to the Assessments authorized by this Initial Resolution in addition they shall be billed directly for services by the Town's Solid Waste Provider.

"Vacant/Agricultural Property" means those Assessed Parcels designated as vacant or agricultural in the Property Appraiser's Data Base and that have no dwelling units on the parcel. For purposes of this Resolution, Vacant/Agricultural Property is treated as Commercial or Non-residential Property. As such, Commercial or Non-residential Properties shall be billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution.

Section 3. Provision and Funding of Solid Waste Services.

Upon the imposition of a Solid Waste Assessment for solid waste collection and disposal services, facilities, or programs against Assessed Property located within the Town, solid waste collection and disposal services shall be provided to such Assessed Property. It is the Town's intent to fully fund residential solid waste services, facilities, or programs from proceeds of the Solid Waste Assessments. Any costs not funded by the Solid Waste Assessments or costs related to Property on which Solid Waste Assessments are not collected, for example due to the difficulties of collection from property owned by governmental entities or pursuant to a policy decision of the Town Council, shall be paid by the Town from lawfully available funds of the Town and shall not be paid out of Solid Waste Assessment revenues.

It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefitted by the Town's provision of solid waste services, facilities, and programs in an amount not less than the Solid Waste Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

Section 4. Imposition and Computation of Solid Waste Assessments.

Solid Waste Assessments shall be imposed against all Assessed Parcels according to the applicable property size rate classification. Solid Waste Assessments shall be computed and imposed in the manner set forth in this Preliminary Assessment Resolution, more specifically as presented in the Report by New Community Strategies amended and revised per Council action dated September 12, 2011.

Section 5. Legislative Determination of Special Benefit and Fair Apportionment. It is hereby ascertained, determined, and declared that the solid waste services to be funded by the Solid Waste Assessments provide special benefit to the Assessed Property based upon the following legislative determinations.

Upon the adoption of this Initial Assessment Resolution determining the Solid Waste Assessed Costs and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Sections 16-109 and 16-110 of the Code are hereby ratified and confirmed.

It is fair and reasonable to use the DOR Codes, Use Codes, number of Dwelling Units, and parcel size data maintained by the Property Appraiser in the apportionment methodology because: (1) the Tax Roll database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and acreage for property within the Town, and (2) the Tax Roll database employing the use of such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll. This compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Method of Collection.

Where data available from the Property Appraiser was insufficient, the Town has verified and/or supplemented such data as needed for use in the determination of the Cost Apportionment and the Parcel Apportionment. It is fair and reasonable to use such additional data provided by the Town because such data provides a more accurate and complete record of property use and the structures on property.

Apportioning Solid Waste Assessed Costs among residential property based upon studies of demand for service and waste generation quantities by type of waste stream and by service areas within the Town is fair and reasonable and proportional to the special benefit received.

The value of Residential Property does not determine the scope of the required solid waste collection and disposal services. The Town has determined that the special benefit to Assessed Parcels and the demand for solid waste services varies by the type of waste stream. Household Waste has been determined to relate primarily to the number of Dwelling Units on Assessed Parcels. Bulk Waste has been determined to relate primarily to the size of the parcel. Based upon studies conducted for the Town, the relative potential demand for solid waste services to residential properties is driven by the number of dwelling units for Household Waste and the size of the assessed parcel for Bulk Waste.

A Solid Waste Services Assessment Report (SWSAR) by New Community Strategies amended and revised per Council action dated September 12, 2011, analyzed waste generation by type of waste and incorporates findings of several studies of waste generation in the Town. Based on such studies, it has been determined that nearly half of the Town's waste stream results from Bulk Waste, which primarily consists of vegetative debris. Given the high rate of Bulk Waste generation in the Town, it is fair and reasonable to separately analyze the costs of and demand for solid waste services by the following types of waste: Household Waste and Bulk Waste.

Household Waste is generated relatively consistently on a per dwelling unit basis. Therefore, it is fair and reasonable to assess for costs related to Household Waste based on the number of Dwelling Units on each Assessed Parcel. Such per dwelling unit rates for Household Waste are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

Bulk Waste, including but not limited to vegetative debris and solely residential livestock waste, generation rates are generally proportionate to the size of the parcel. Waste generation studies have concluded that areas of the town with larger lots generate substantially greater tonnage of Bulk Waste per parcel than areas of the Town with smaller parcels.

It is fair and reasonable to create assessment rate classes for Bulk Waste based on lot square footage ranges identified through analysis of solid waste generation and collection studies performed for the Town. It is fair and reasonable to allocate Bulk Waste assessed costs to each rate class in a manner that increases the share of costs on the assessed parcel as the parcel size increases. Therefore, the proposed Bulk Waste services assessment rates presented in the SWSAR Report are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

Section 6. Determination of Solid Waste Assessed Costs; Establishment of Initial Solid Waste Assessment Rates.

A. The Solid Waste Assessed Costs to be assessed and apportioned among benefitted parcels for Fiscal Year 2021-2022 commencing October 1, 2021, is the amount determined in the Solid Waste Assessment worksheet, attached as Exhibit "A" to this Resolution. The approval of the Estimated Solid Waste Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Assessed Costs. The remainder, if any, of such Fiscal Year budget for solid waste services, facilities, and programs shall be funded from available Town revenue other than Solid Waste Assessment proceeds.

B. The estimated Solid Waste Assessments specified in the Estimated Solid Waste Assessment Rate worksheet are hereby established to fund the specified Solid Waste Assessed Costs determined to be assessed in Fiscal Year 2021-2022 commencing on October 1, 2021.

C. The estimated Solid Waste Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2021-2022 shall be the estimated assessment rates applied by the Town Administrator in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021, as provided in Section 7 of this Preliminary Assessment Resolution.

Section 7. Preliminary Assessment Roll. The Town Administrator is hereby directed to prepare, or cause to be prepared, a Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided in the Code. The Assessment Roll shall include all Residential Assessed Parcels within the Assessment Rate Categories. The Town Administrator shall apportion the estimated Solid Waste Assessed Cost to be recovered through Solid Waste Assessments in the manner set forth in this Initial Assessment Resolution and the Report.

A. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Solid Waste Assessed Cost to be recovered through the imposition of Solid Waste Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be

in printed form if the amount of the Solid Waste Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

B. It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Assessments for residential solid waste services as set forth in this Preliminary Assessment Resolution and the SWSAR report is represented in Exhibit "A" and is a fair and reasonable method of apportioning the Solid Waste Assessed Cost among parcels of Assessed Property located within the Town.

Section 8. Recognized Disabled Veterans Exemption. Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a veteran's service-connected total and permanent disability ad valorem tax exemption, shall be partially exempt from the collection of the Solid Waste Assessments. The Town shall buy down this 50% exemption with non-assessment funds.

Section 9. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Monday, September 13, 2021, in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Assessments from the public and affected property owners and consider imposing Solid Waste Assessments and collecting such assessments on the same bill as ad valorem taxes.

Section 10. Notice by Publication. The Town Administrator shall publish a notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 16-143 of the Code. The notice shall be published no later than Tuesday August 24, 2021.

Section 11. Notice by Mail. The Town Administrator shall also provide notice by first class mail to the Owner of each parcel of Assessed Property, as required by Section 16-144 of the Code. Such notices shall be mailed no later than Tuesday August 24, 2021. The Town Administrator may direct that such notices be combined with the TRIM notices prepared and mailed by the Property Appraiser.

Section 12. Severability. If any word, phrase, clause, sentence, or section of this resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Resolution.

Section 13. Application of Assessment Proceeds. Proceeds derived by the Town from the Solid Waste Assessments shall be deposited into the Solid Waste Assessment Fund and used for the provision of solid waste services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Townwide solid waste services, facilities, and programs.

Section 14: Conflicts. All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of the conflict.

Section 15: Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 16. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of

Southwest Ranches, Florida, this 29th day of July, 2021, on a motion by

_____ and seconded by _____.

Breitkruez _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
100073.01

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Town of Southwest Ranches
Proposed FY 2021/2022
Solid Waste Assessment Worksheet

EXHIBIT A

Sources:

WastePro of Florida, Inc Contract
 Broward County Property Appraiser
 Munilytics Consultant Study

Description	Solid Waste & Recycling	Bulk Waste	Total Proposed FY 21/22
% Allocation Direct Expenses Only	46.74%	53.26%	

Direct Expenses:

Solid Waste Collection	\$ 421,050	\$ -	\$ 421,050
Recycling Collection	\$ 108,936	\$ -	\$ 108,936
Bulk Waste Collection	\$ -	\$ 387,826	\$ 387,826
Solid Waste Disposal	\$ 149,480	\$ -	\$ 149,480
Bulk Waste Disposal	\$ -	\$ 386,289	\$ 386,289
Sub-Total Cost of Service	\$ 679,465	\$ 774,114	\$ 1,453,580

Other Expenses

Statutory Discount	\$ 90,328
Collections Cost and Other	\$ 47,536
Townwide Personnel/Contractual Costs	\$ 243,032
Total Solid Waste Assessment Expenses	\$ 1,834,475

Based On Consultant Study

Assessment	Lot Sq Ft. Range	Number of Units in Range	Solid Waste Cost Per Unit	Bulk Waste Cost Per Unit	Total Proposed Rates FY 21/22	Total Assessed Rates FY 20/21	Difference: Increase (Decrease)
A	- 41,200	409	\$ 322.86	\$ 270.15	\$ 593.01	\$ 593.01	\$ -
B	41,201 46,999	436	\$ 322.86	\$ 316.02	\$ 638.88	\$ 638.88	\$ -
C	47,000 62,999	419	\$ 322.86	\$ 380.47	\$ 703.33	\$ 703.33	\$ -
D	63,000 95,999	471	\$ 322.86	\$ 407.99	\$ 730.85	\$ 730.85	\$ -
E	96,000 106,999	474	\$ 322.86	\$ 450.31	\$ 773.17	\$ 773.17	\$ -
F	107,000 >107,000	447	\$ 322.86	\$ 556.88	\$ 879.74	\$ 879.74	\$ -

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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: Keith Poliakoff, Town Attorney
DATE: 7/29/2021
SUBJECT: Nursery ZIP - Extension for 90 days

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

On March 11, 2021, the Town Council adopted Resolution No. 2021-032, to examine new commercial nurseries, the expansion of existing commercial nurseries, and the storage or growth of any plant materials in containers. The Town has been thoroughly reviewing this matter since the adoption of the Zoning In Progress, and the Town's Comprehensive Plan Advisory Board has just sent this matter back to the Town Council for its consideration.

The Town Council believes that it can complete its review of this matter within ninety (90) days, and as such desires to extending the Zoning In Progress to give itself the time necessary to bring this matter to completion.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description

Upload Date

Type

Nursery ZIP - 90 Day Extension - TA Approved

7/14/2021

Resolution

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING A ZONING IN PROGRESS, APPROVED PURSUANT TO RESOLUTION NO. 2021-032, TO FURTHER REGULATE ANY NEW COMMERCIAL NURSERY, EXPANSION OF AN EXISTING COMMERCIAL NURSERY, OR STORAGE OR GROWTH OF ANY PLANT MATERIAL IN CONTAINERS; EXTENDING THE ZONING IN PROGRESS FOR A PERIOD OF TIME NOT TO EXCEED NINETY (90) DAYS OR UNTIL THE TOWN'S REVISED REGULATIONS HAVE BEEN ADOPTED, WHICHEVER IS SOONER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2021, the Town Council adopted Resolution No. 2021-032, to examine new commercial nurseries, the expansion of existing commercial nurseries, and the storage or growth of any plant materials in containers; and

WHEREAS, the Town has been thoroughly reviewing this matter since the adoption of the Zoning In Progress, and the Town's Comprehensive Plan Advisory Board has just sent this matter back to the Town Council for its consideration; and

WHEREAS, the Town Council believes that it can complete its review of this matter within ninety (90) days, and as such desires to extending the Zoning In Progress to give itself the time necessary to bring this matter to completion.

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

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

Section 2. The Town Council hereby extends the Zoning In Progress enacted on March 11, 2021, pursuant to Resolution No. 2021- 032, for a period of time not to exceed ninety (90) days or until the Town's revised regulations have been adopted.

Section 3. The Town shall continue to prohibit the creation of any new commercial nursery operation until this zoning in progress has been terminated.

Section 4. This zoning in progress shall continue to place a temporary hold on the issuance of any permit, business tax receipt, or certificate of use, for any new, or the expansion of, a commercial nursery operation in the Town for a period of time not to exceed ninety (90) days or until the Town's revised regulations have been adopted, whichever is sooner.

Section 5. 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 6. Severability. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

[Signatures on Following Page]

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

Ranches, Florida, this ____ day of July, 2021 on a motion by

_____ and seconded by _____

Breitkreuz	_____	Ayes	_____
Hartmann	_____	Nays	_____
Allbritton	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
10053.1

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

(954) 434-0008 Town Hall
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Town Council
Steve Breitkreuz, Mayor
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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: 7/29/2021
SUBJECT: ZIP - Waivers of Plat

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

The Town has determined the need to study whether the Town's Waiver of Plat process should be modified or revoked, and whether platting should be required instead, in order to ensure the orderly development of the Town and to protect the Town's rural character. The Town Council has directed its professional staff and the Comprehensive Plan Advisory Board to study the issue and to make specific recommendations to the Town Council for its consideration

The Town Council finds that it is necessary to enact a Zoning in Progress (ZIP) while the Town studies the issue, in order to prevent premature submittal of Waiver of Plat applications in anticipation of possible amendments to the land development regulations. The ZIP shall cease at the earliest of the expiration of one hundred eighty (180) days from the effective date of this Resolution, upon the effectiveness of an Ordinance addressing the subject matter of this Resolution, or upon the adoption of a Resolution terminating the Zoning in Progress.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description

Upload Date

Type

Zoning In Progress - Waiver of Plats - TA Approved

7/9/2021

Resolution

RESOLUTION NO. 2021-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENACTING A ZONING IN PROGRESS PURSUANT TO SECTION 005-240 OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"); DIRECTING TOWN STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF WAIVER OF PLAT APPLICATIONS; AUTHORIZING AND DIRECTING THE STUDY AND REVIEW OF THE TOWN'S SUBDIVISION PROCEDURES; PROVIDING THAT THE ACCEPTANCE AND PROCESSING OF WAIVER OF PLAT APPLICATIONS SHALL BE DEFERRED FOR A PERIOD OF TIME NOT TO EXCEED ONE HUNDRED EIGHTY (180) DAYS OR UNTIL THE TOWN COUNCIL CONSIDERS AMENDED LAND DEVELOPMENT REGULATIONS, WHICHEVER OCCURS FIRST; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches ("Town Council") has determined the need to study whether the Town's Waiver of Plat process should be modified or revoked, and whether platting should be required instead, in order to ensure the orderly development of the Town and to protect the Town's rural character; and

WHEREAS, the Town Council has directed its professional staff and the Comprehensive Plan Advisory Board to study the issue and to make specific recommendations to the Town Council for its consideration; and

WHEREAS, the Town Council finds that it is necessary to enact a Zoning in Progress while the Town studies the issue, in order to prevent premature submittal of Waiver of Plat applications in anticipation of possible amendments to the land development regulations.

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 in furtherance of Section 005-240 of the ULDC, the Town Council hereby establishes a Zoning in Progress, deferring the acceptance and processing of Waiver of Plat applications.

Section 3. That the Zoning in Progress shall cease at the earliest of the expiration of one hundred eighty (180) days from the effective date of this

Resolution, upon the effectiveness of an Ordinance addressing the subject matter of this Resolution, or upon the adoption of a Resolution terminating the Zoning in Progress.

Section 4. The Town Council hereby authorizes the Town staff and the Town's Comprehensive Plan Advisory Board to review the regulations pertaining to Waivers of Plat and Platting and to make recommendations to the Town Council prior to the expiration of the Zoning in Progress.

Section 5. The Town Council hereby authorizes and directs the appropriate Town Officials to do all things necessary and proper to effectuate the intent of this Resolution.

Section 6. All Resolutions in conflict herewith shall be and are hereby repealed to the extent of such conflict.

Section 7. If any section, paragraph, section, clause, or phrase of this Resolution is, for any reason, held by any court of competent jurisdiction to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sections, clauses, or phrases of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

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

Ranches, Florida, this ____day of____, 2021 on a motion by

_____ and seconded by _____.

[Signatures on Following Page]

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
10049.10

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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: 7/29/2021
SUBJECT: Charter Review Committee

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Section 7.03 of the Town Charter states that the Town Council shall consider the recommendations of the Charter Review Committee at least once every four years. In furtherance of the Town's Charter requirements, the Town Council desires to establish a Charter Review Committee, and to appoint the Committee Members.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Charter Review Committee - TA Approved	7/13/2021	Resolution

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A CHARTER REVIEW COMMITTEE PURSUANT TO SECTION 7.03 OF THE TOWN'S CHARTER; PROVIDING FOR THE APPOINTMENT OF THE COMMITTEE MEMBERS; PROVIDING A COMMITTEE SUNSET DATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 7.03 of the Town Charter states that the Town Council shall consider the recommendation of the Charter Review Committee at least once every four years; and

WHEREAS, in furtherance of the Town's Charter requirements, the Town Council desires to establish a Charter Review Committee, and to appoint the Committee Members;

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

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

Section 2. The Town Council hereby establishes a five (5) member Charter Review Committee in furtherance of Section 7.03 of the Town's Charter.

Section 3. The Town Council hereby authorizes the Charter Review Committee to review the Town's Charter and to provide recommendations to the Town Council by March 31, 2022. Thereafter, the Charter Review Committee shall be sunset.

Section 4. Each Council Member and the Mayor shall appoint one member to the Charter Review Committee and shall announce the appointment at a publicly noticed meeting. Such appointee may be replaced after resignation or at the will of the Council Member or Mayor who made such appointment.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 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
10068.01



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: 7/29/2021
SUBJECT: Fireworks Reso

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

The Town of Southwest Ranches is a rural agrarian municipality located in southwest Broward County. The Town's farm animals are negatively impacted by the use of fireworks. To protect the Town's vibrant farming community, the Town desires the Florida Legislature to adopt a local bill to prohibit the sale and use and fireworks within the Town except by permit.

The Town Council hereby respectfully requests the Florida Legislature to adopt a local bill to prohibit the sale and use and fireworks within the Town except by permit. The Town Council authorizes the submission of a local bill to the Broward Delegation.

Fiscal Impact/Analysis

N/A

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
SWR Fireworks Bill - Exhibit A	7/7/2021	Exhibit
Firework Reso - TA Approved - Final	7/20/2021	Resolution

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REQUESTING THE FLORIDA LEGISLATURE TO ADOPT A LOCAL BILL TO ALLOW THE TOWN TO DETERMINE IF IT WOULD LIKE TO PROTECT ITS FARM ANIMALS BY PROHIBITING THE SALE AND USE OF FIREWORKS EXCEPT BY PERMIT; AUTHORIZING THE SUBMISSION OF A LOCAL BILL TO THE BROWARD DELEGATION IN SUBSTANTIALLY THE SAME FORM AS THAT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches is a rural agrarian municipality located in southwest Broward County; and

WHEREAS, the Town's farm animals are negatively impacted by the use of fireworks; and

WHEREAS, to protect the Town's vibrant farming community, the Town desires the Florida Legislature to adopt a local bill to allow the Town to determine if they wish to prohibit the sale and use and fireworks within the Town except by permit;

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

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

Section 2. The Town Council hereby respectfully requests the Florida Legislature to adopt a local bill to allow the Town to determine if they wish to prohibit the sale and use and fireworks within the Town except by permit.

Section 3. The Town Council authorizes the submission of a local bill to the Broward Delegation in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 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

10046.01

A bill to be entitled

An act relating to the Town of Southwest Ranches, Broward County; providing an exception to general law; prohibiting the sale and use of fireworks located within the Town of Southwest Ranches except under specified circumstances; providing applicability; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Notwithstanding ss. 791.001 and 791.08, Florida Statutes, the sale and use of fireworks within the Town of Southwest Ranches are prohibited on all days of the year except for the following:

- (1) Supervised public displays within the jurisdictional boundaries of Southwest Ranches where such displays are handled by a competent operator to be approved by the chiefs of the police and fire departments of Southwest Ranches, and shall be of such a character, and so located, discharged, or fired as in the opinion of the chief of the fire department, after proper inspection, shall not be hazardous to property or endanger any person or farm animal. Application for permits shall be made to the Town in writing at least 15 days in advance of the date of the display. After such privilege shall have been granted, sales, possession, use, and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.
- (2) Nothing herein is intended or shall prevent the importation, purchase, sale or use of fireworks for agricultural purposes in s. 791.07, Florida Statutes.

Section 2. This act shall take effect upon becoming a 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
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David Kuczenski, Council Member

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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: Emily Aceti, Community Services Manager
DATE: 7/29/2021
SUBJECT: Approving Agreement with RG Underground Engineering, INC. for the Broward County Surtax Funded Drainage Improvement Project on SW 50 Street and SW 182 Terrace (SWRA-032)

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town desires to complete a drainage improvement project on SW 50 Street and SW 182 Terrace. The Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the project.

On May 14, 2021, the Town advertised IFB 21-007 for the improvements. On June 15, 2021, the Town received fifteen (15) responses:

Company	Bid Amount
RG Underground Engineering, INC	\$148,834.50
LCCI Construction LLC	\$153,060.00

Huurr Homes LLC	\$157,766.48
Sun Up Enterprises, Inc.	\$164,823.00
IMECO Inc	\$168,935.00
LR Infrastructure LLC	\$169,259.00
BACO ENGINEERING CONTRACTOR, INC.	\$171,974.00
A.D.A. Engineering, Inc.	\$173,923.88
Kailas Contractors	\$200,860.00
Johnson-Davis Incorporated	\$205,600.00
Southeastern Engineering Contractor	\$206,487.00
The Stout Group, LLC	\$219,849.00
JVA Engineering Contractor Inc	\$257,207.40
Weekley Asphalt Paving, Inc.	\$266,533.14
DBF Construction LLC	\$278,387.00

After reviewing the bids, it was determined RG Underground Engineering, INC. submitted the lowest, responsive and responsible bid in accordance with the terms of this IFB and the Town's Procurement Code.

Fiscal Impact/Analysis

The Town entered into an agreement with Broward County to receive \$124,000 of Surtax funding for the SW 50 Street and SW 182 Terrace Drainage Improvements Project. The Town's match is \$24,834.50.

Pursuant to Resolution 2021-040, a budget amendment was made to the Fiscal Year 2020-2021 approved Budget - Municipal Transportation Fund account #101-5100-541-63265 (Infrastructure – Drainage Surtax) for this specific project. No further fiscal impact is anticipated, or budget amendment needed at this time.

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/28/2021	Resolution
Agreement	6/29/2021	Agreement
Exhibit - Submitted Bid Documents	6/29/2021	Exhibit
Exhibit - IFB	6/29/2021	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH RG UNDERGROUND ENGINEERING, INC. IN THE AMOUNT OF ONE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND FIFTY CENTS (\$148,834.50) TO COMPLETE THE SW 50 STREET AND SW 182 TERRACE DRAINAGE IMPROVEMENTS (SWRA-032); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a drainage improvement project on SW 50 Street and SW 182 Terrace; and

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

WHEREAS, pursuant to Resolution 2021-040, the Town entered into an agreement with Broward County to receive \$124,000 of Surtax funding for the SW 50 Street and SW 182 Terrace Drainage Improvements Project; and

WHEREAS, pursuant to Resolution 2021-040, a budget amendment was made to the Fiscal Year 2020-2021 approved Budget - Municipal Transportation Fund account #101-5100-541-63265 (Infrastructure – Drainage Surtax); and

WHEREAS, on May 14, 2021, the Town advertised IFB 21-007 for the improvements; and

WHEREAS, on June 15, 2021, the Town received fifteen (15) responses; and

WHEREAS, after reviewing the bids, it was determined RG Underground Engineering, Inc. submitted the lowest, responsive, and responsible bid in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, RG Underground Engineering, INC.'s proposal totals One Hundred Forty-Eight Thousand Eight Hundred Thirty-Four Dollars and Fifty Cents (\$148,834.50); and

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

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

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

Section 2. The Town Council hereby approves an agreement with RG Underground Engineering, INC. in the amount of One Hundred Forty-Eight Thousand Eight Hundred Thirty-Four Dollars and Fifty Cents (\$148,834.50) for the SW 50 Street and SW 182 Terrace Drainage Improvement Projects in substantially the same form as that attached hereto as Exhibit "A."

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 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

10041.01

EXHIBIT C – MUNICIPAL 170 AGREEMENT
CONTRACT BETWEEN TOWN OF SOUTHWEST RANCHES AND
RG UNDERGROUND ENGINEERING, INC. FOR
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

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DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
 BID/CONTRACT NO.: IFB 21-007

**CONTRACT BETWEEN TOWN OF SOUTHWEST RANCHES AND
 RG UNDERGROUND ENGINEERING, INC. FOR**
 DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
 BID/CONTRACT NO.: IFB 21-007

Project Title:	DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
Location:	SW 50TH STREET AND SW 182ND TERRACE
IFB Number:	21-007
Contract Number:	21-007
Project Number:	

SUMMARY OF TERMS AND CONDITIONS

General Contractor:	RG UNDERGROUND ENGINEERING, INC.
Contractor Address:	14375 SW 120 St unit 104, Miami FL 33186
Federal Identification No.:	26-4747215

Contract Administrator:	
Contract Administrator Address:	

Consultant:	
Consultant Address:	

Article	Description	Unit
3.2	Substantial Completion	<u> 150 </u> Days from the Project Initiation Date in NTP
3.2	Final Completion	<u> 30 </u> Days from Substantial Completion
3.3	[If applicable] Liquidated Damages for each calendar day after time specified in Notice to Proceed	\$ <u> </u> per day
3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$ <u> </u> per day
3.3	Liquidated Damages for each calendar day after time specified for Final Completion	\$ <u> </u> per day
3.3	[If applicable] Liquidated Damages for each calendar day after time specified for interim Milestones (or phase): [Milestones 1, 2, 3, etc.: Division 1, Section <u> </u>]	Interim Milestone #1 \$ <u> </u> per day
		Interim Milestone #2 \$ <u> </u> per day
		Interim Milestone #3 \$ <u> </u> per day
8.4		For Town:

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
 BID/CONTRACT NO.: IFB 21-007

Article	Description	Unit
	The Parties designate the following as the respective places for giving of notice:	
		For Contractor:
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	\$ _____ per day
54 (General Conditions)	<input type="checkbox"/> Broward County Business Enterprise (CBE) or Small Business Enterprise (SBE) commitment	As awarded _____ %

CONTRACT

This is a construction contract ("Contract") by and between the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), and **RG UNDERGROUND ENGINEERING, INC.** (collectively referred to as the "Parties"), for the goods and services set forth herein.

RECITALS

- A. [Insert recitals if applicable]
- B. [Insert recitals if applicable]

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Whenever the following terms appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

- 1.1. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.2. **Board** means the Town Commission of the Town of Southwest Ranches, Florida, its successors and assigns.
- 1.3. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.4. **Consultant** means the architect or engineer who has contracted with Town or who is an employee of Town, and provides professional services for this Project.
- 1.5. **Contract Administrator** means the Director of Public Works, or such other person designated by the Director of Public Works in writing.
- 1.6. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 8 of this Contract, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, and any additional documents the submission of which is required by this Project.

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

1.7. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.8. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.

1.9. **Contractor** means the person, firm, or corporation with whom Town has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.

1.10. **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances.

1.11. **Field Order** means a written order that orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

1.12. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.13. **Materials** means materials incorporated in this Project or used or consumed in the performance of the Work.

1.14. **Notice(s) to Proceed** means a written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.15. **Plans** or **Drawings** means the official graphic representations of this Project that are a part of the Contract Documents.

1.16. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.17. **Project Initiation Date** means the date upon which the Contract Time commences.

1.18. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances.

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

1.19. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.20. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and Town or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.21. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor who is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.22. **Work** means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents for the Project.

ARTICLE 3 CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by Town's Director of Purchasing and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all additional Work. Except

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within sixty (60) days from the Project Initiation Date specified in the Notice to Proceed, and Final Completion within thirty (30) days from the date of Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

3.4. Town may deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as Town may, in its sole discretion, deem just and reasonable.

3.5. Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by Town.

ARTICLE 4 CONTRACT SUM

4.1. ☒ This is a Unit Price Contract:*

4.1.1. Town shall pay to Contractor the amounts determined for the total number of each of the units of Work completed at the unit price stated in the Contract Price. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.

4.1.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2. ☐ This is a Lump Sum Contract:*

4.2.1. Town shall pay Contractor the Contract Price for the performance of the Work described in the Contract Documents.

4.2.2. Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Only the subsections corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case both subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by Town.

ARTICLE 5 PROGRESS PAYMENTS

5.1. Contractor may make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed during the Project. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed by such Subcontractors during the Project. Contractor's applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of

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claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B). Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

(Name and address of individual to receive the Pay Application)

Rod Ley, Public Works Director/Town Engineer

13400 Griffin Rd, Southwest Ranches, FL 33330

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified hereinbefore, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that Town determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, Town shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten business days after the corrected Application for Payment is stamped as received. Any dispute between Town and Contractor shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. Town may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of Town.

[DELETE NEXT PARAGRAPH IF NOT APPLICABLE]

As payment for Materials and equipment stored at the Project site, Contractor shall receive payment equal to ninety percent (90%) of the invoiced amount of the Materials and equipment in the manner set forth in this paragraph. The invoiced amount shall be based on the value of all acceptable Materials and equipment not yet incorporated in the Work but delivered and suitably stored at the Project site and scheduled for installation on-site within thirty (30) days after the date of the Application for Payment. Copies of the supplier's invoices for the Materials and equipment shall be included with the Application for Payment.

5.3. Town may withhold, in whole or in part, payment with respect to any Application for Payment to such extent as may be necessary to protect itself from loss on account of:

5.3.1 Defective work not remedied.

5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town relating to Contractor's performance.

5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.

5.3.4 Damage to another contractor not remedied.

5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.

5.3.6 Failure of Contractor to provide documents required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any withheld payment shall be made to the extent otherwise due.

ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT

6.1. Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) days. If Consultant and Contract Administrator find that the Work is acceptable; that the requisite documents have been submitted; that the requirements of the Contract Documents are fully satisfied; and that all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

6.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following Final Payment Package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; and the final bill of Materials, if required, and the final Application for Payment. This Final payment package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers (Form 13), which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, Town shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work

fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.

6.4. Final payment shall be made only after the Board or Director of Public Works, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1. Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Contract is within Contractor's legal powers, and each individual executing this Contract on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority

7.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to Town in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.4. Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5. Discriminatory Vendor and Scrutinized Companies List. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Contractor further represents that it is not ineligible to contract with Town on any of the grounds stated in Section 287.135, Florida Statutes.

7.6. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.8. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to Town, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.9. Breach of Representations. In entering into this Contract, Contractor acknowledges that Town is materially relying on the representations, warranties, and certifications of Contractor stated in this article. Town shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, Town shall have the right, at its sole discretion, to terminate this Contract without any further liability to Contractor, to deduct from any amounts due Contractor under this Contract the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Contractor under this Contract. Furthermore, a false representation may result in debarment from Town's procurement activities.

ARTICLE 8 MISCELLANEOUS

8.1. Contract Documents and Priority of Provisions. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, Contractor shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

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[USE IF APPLICABLE]

Notwithstanding the forgoing, to the extent the Contract Documents include Florida Department of Transportation ("FDOT") provisions, the following priority of provisions shall apply in the event of a conflict:

- ~~First Priority: Approved Change Orders, Addendums, or Amendments~~
- ~~Second Priority: Technical Specifications~~
- ~~Third Priority: Supplemental Conditions or Special Terms~~
- ~~Fourth Priority: General Terms and Conditions~~
- ~~Fifth Priority: Contract~~
- ~~Sixth Priority: Solicitation documents~~
- ~~Seventh Priority: Contractor's response to solicitation documents~~

8.2. Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of Town. This Contract shall not constitute or make the Parties a partnership or joint venture.

8.3. Third-Party Beneficiaries. Except for Broward County to the extent expressly identified herein, neither Contractor nor Town intends to directly or substantially benefit a third party by entering into this Contract. Therefore, the Parties agree that, other than Broward County, there are no third-party beneficiaries to this Contract (other than Consultant to the extent this Contract expressly provides Consultant with specific rights or remedies).

8.4. Notices. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested; by commercial express carrier with acknowledgment of delivery; or by hand delivery, addressed to the party to be notified at the last place specified, each of the foregoing with a simultaneous copy sent via electronic mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

For Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330
E-mail: ABerns@SouthwestRanches.org

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

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For Contractor:

RG UNDERGROUND ENGINEERING, INC.
14375 SW 120 St unit 104, Miami FL 33186

E-mail: Office@rgunderground.com

8.5. Assignment and Performance. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions. Any attempted assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, and shall constitute a breach of this Contract.

8.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and is therefore a material term hereof.

8.7. No Waiver. Town's failure to enforce any provision of this Contract shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Contract. The failure to assert a breach of a provision of this Contract shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Contract.

8.8. Severability. In the event any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

8.9. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL**

CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.

8.10. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by Contractor and the Board or another person to whom appropriate authority has been delegated or who is otherwise authorized to execute same.

8.11. Prior Contracts. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement or understanding concerning the subject matter of this Contract that is not contained in this Contract or the Contract Documents.

8.12. Compliance with Laws. Contractor must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations in the course of providing any services funded by Town.

[DELETE IF NOT A "COVERED CONTRACT" AT TIME OF CONTRACT AWARD]

8.13. Workforce Investment Program. This Contract constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract. Until at least one year after the conclusion of this Contract, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Contract. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

8.14. Interpretation. The titles and headings in the Contract Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to the Contract as a whole and not to any particular

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sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract: RG UNDERGROUND ENGINEERING, INC. and the TOWN OF SOUTHWEST RANCHES, FL, through its Town Council, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Town Council action on the ____ day of _____, 20____.

TOWN OF SOUTHWEST RANCHES By:

Steve Breitzkreuz, Mayor

____ day of _____, 20____

By: _____
Andrew D. Berns, Town Administrator

____ day of _____, 20____

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

**CONTRACT BETWEEN TOWN OF SOUTHWEST RANCHES AND
RG UNDERGROUND ENGINEERING, INC. FOR
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE**

BID/CONTRACT NO.: IFB 21-007

[If incorporated sign below.]

Contractor

ATTEST:

Secretary

Ricardo Gonzalez

(Print/Type Name)

(Corporate Seal)

RG Underground Engineering, Inc

(Name of Corporation)

By: 

President/Vice President

Ricardo Gonzalez / President

(Print/Type Name)

____ day of June, 2021.

[If not incorporated sign below.]

Contractor

WITNESSES:

(Signature)

(Print/Type Name)

(Signature)

(Print/Type Name)

(Business Name)

By: _____
(Signature)

(Print/Type Name and Title)

____ day of _____, 20____.

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
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CONTRACT SUPPLEMENT

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents shall be followed in strict accordance as to Work, performance, material(s), and dimensions except when Consultant may authorize, in writing, an exception.

1.2 Dimensions given in figures shall predominate over scaled measurements from the Drawings; however, any discrepancies regarding figures shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.

1.3 Contractor shall be furnished ten (10) copies of this Contract, free of charge, two (2) of which shall be preserved and always made accessible to Consultant and Consultant's authorized representatives. Additional copies of this Contract may be obtained from Town at the cost of reproduction.

ARTICLE 2 INTENTION OF TOWN

Town intends to describe in this Contract a functionally complete Project (or part thereof) to be constructed in accordance with this Contract and in accordance with all codes and regulations governing construction of the Project. The Work is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, as well as all labor, materials, equipment, and tasks, that are such an inseparable part of the Work described that exclusion of them from the Work would render performance by Contractor impractical, illogical, or unconscionable, and shall be supplied by Contractor whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning, unless specified otherwise herein. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of opening of bids for the Project. Contractor shall comply with such specifications, manuals, codes, laws, or regulations. Town will have no duties other than those duties and obligations expressly set forth within this Contract.

ARTICLE 3 PRELIMINARY MATTERS

3.1. At least five (5) days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant's review and acceptance:

3.1.1. A progress schedule in the indicated form:

☐ Bar Chart

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☐ Modified Critical Path Method ("CPM")

☐ CPM

☐ Computerized CPM

(CPM is interpreted to be generally as outlined in the Association of General Contractors ("AGC") publication, "The Use of CPM in Construction.")

The progress schedule shall indicate the start and completion dates of the various stages of the Work, and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by Contractor, submitted as part of each Application for Payment, and must be acceptable to Consultant.

3.1.2. A preliminary schedule of Shop Drawing submissions; and

3.1.3. In a lump sum contract or in a contract that includes lump sum bid items of Work, a preliminary schedule of values for all of the Work that includes quantities and prices of items aggregating the Contract Price and that subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include a breakdown of labor, equipment, materials, and an appropriate amount of overhead and profit applicable to each item of Work, which amounts Contractor must confirm in writing at the time of submission.

In addition, after award but prior to the submission of the progress schedule, Consultant, Contract Administrator, and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation; provided, however, that neither Consultant nor Town shall be responsible for the nonperformance by the utility owners.

3.2. At a time specified by Consultant, but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant, and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1; to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment; and to establish a working understanding among the Parties as to the Work.

3.3. Within thirty-five (35) days from the Project Initiation Date set forth in the applicable Notice to Proceed, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant's acceptance of the finalized progress schedule shall only be with respect to the orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by Town or Consultant of the means or methods of construction

or of the sequencing or scheduling of the Work. Such acceptance will neither impose on Consultant or Town responsibility for the progress or scheduling of the Work, nor relieve Contractor from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

4.1. Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 1) and Payment Bond (Form 2). Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to Town the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each Bond shall be with a surety company that is qualified pursuant to Article 5. Each Bond must name "Broward County" as an additional obligee.

4.2. Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond provided to ensure that Contractor will, upon notification by Town, correct any defective or faulty work or materials that appear within one (1) year after Final Completion of this Contract.

4.3. Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide Town with evidence of such recording.

4.4. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of Town and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by Town for one (1) year after completion and acceptance of the Work.

ARTICLE 5 QUALIFICATION OF SURETY

5.1. For all Bid Bonds, Performance Bonds, and Payment Bonds over \$500,000.00:

5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.

5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set

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forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide Town with evidence satisfactory to Town that such excess risk has been protected in an acceptable manner.

5.1.3. A surety company that is rejected by Town may be substituted by the Bidder or proposer with a surety company acceptable to Town, but only if the bid amount does not increase.

5.1.4. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Amount of Bond	Policy Holder's Ratings
500,001 to 1,500,000	A- III
1,500,001 to 2,500,000	A, VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,001	A IX

5.2. For projects that do not exceed \$500,000.00, Town may accept a Bid Bond, Performance Bond, and Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit (Form 4) so certifying should be submitted with the Bid Bond, Performance Bond, and Payment Bond.

5.3. More stringent requirements of any grantor agency may be set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

ARTICLE 6 INDEMNIFICATION

Contractor shall indemnify and hold harmless Town and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due Contractor under this Contract may be retained by Town until all of Town's claims for indemnification

pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town. These indemnifications shall survive the term of this Contract.

ARTICLE 7 INSURANCE REQUIREMENTS

7.1. The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements Exhibit B, which is a part of the Contract Documents. For purposes of this article, the term "Town" shall include Town and its members, officials, officers, and employees.

7.2. For the duration of the Contract, Contractor shall, at its sole expense, maintain at least the minimum limits of insurance coverage designated in the Contract Documents (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit B, Town shall be entitled to any such broader coverage and higher limits maintained by Contractor. Town reserves the right at any time to review and adjust the limits and types of coverage required under this article. Contractor shall add Town and "Broward County" as an additional insured on all insurance coverage required by the Contract Documents.

7.3. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with the Contract. All required insurance under this article shall provide primary coverage, list Town as an additional insured, and shall not require contribution from any Town insurance, self-insurance or otherwise. All insurance held by Town, as well as Town's self-insurance, shall be in excess of and shall not contribute to the insurance provided by Contractor. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against Town, and agrees to obtain same in an endorsement on all lines of insurance required of Contractor under this article including any excess or umbrella policies.

7.4. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by Town's Risk Management Division.

7.5. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B, and shall submit same to Town, at least fifteen (15) days prior to the effective date of the Contract or commencement of the Work for Town's written approval of such retentions or deductibles. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against Town. Town may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by

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either the named insured or Town, if so elected by Town, and Contractor agrees to obtain same in endorsements to the required policies.

7.6. To the extent insurance requirements are designated in the Minimum Insurance Requirements, the applicable policies shall comply with the following:

7.6.1. Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of: Mold, fungus, or bacteria; Terrorism; Silica, asbestos or lead; Sexual molestation; and Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract. Town, Consultant, and Broward County shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

7.6.2. Contractor shall maintain products or completed work coverage for a minimum of (3) years from the date of the final completion of the Work, unless otherwise stated in the Insurance Requirements Exhibit. In that case, the term specified in the Insurance Requirements shall govern the duration of the coverage required by this paragraph.

7.6.3. Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Contract. Town and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds."

7.6.4. Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against Town in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with Town scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

In the event that Contractor provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers'

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Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect Town against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish Town with evidence of a stand-alone separate Workers' Compensation/Employer's Liability insurance policy issued with Contractor as an additional insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Contract Documents. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

7.6.5. Professional Liability Insurance. Such insurance shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Contract.

7.6.6. Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. Such policy shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; Privacy/Security Breach Response coverage, including Notification Expenses.

7.6.7. Environmental Pollution Liability. Such insurance shall include clean-up costs and provide coverage to Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to all claims reported within at least three years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which claims would have been covered had the coverage been provided on an occurrence basis.

7.6.8. Property Insurance, Builder's Risk, or Installation Floater. Such insurance shall be in force and evidenced to Town as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks," Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000) for each claim for all perils except wind and flood. For the perils of wind and flood, Contractor shall maintain a deductible that is commercially feasible but which does not exceed five (5%) of the "values at risk at the time of loss" unless otherwise approved by Town.

Sublimits: With respect to coverage for the peril of wind, the policy shall not be subject to any sublimit less than Fifty Million Dollars (\$50,000,000) per occurrence. With respect

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to the peril of Flood, the policy shall not be subject to any sublimit less than Ten Million Dollars (\$10,000,000) per occurrence. Any sublimit for wind or flood lower than those identified in the foregoing must be approved by Town.

Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by Town.

Town reserves the right to purchase or provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of Contractor's or Subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractors. If Town elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by Contractor may be modified to account for the insurance being provided by Town, at Town's discretion. Such modification may also include execution of Waiver of Subrogation documentation. In the event that a claim with respect to this Project is made upon Town's insurance policy, Contractor shall be responsible for up to the first Fifty Thousand Dollars (\$50,000) of the deductible amount for such claim.

7.7. On or before the effective date of the Contract, or at least fifteen (15) days prior to commencement of the Work, Contractor shall provide Town with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article.

7.8. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Contract and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor shall provide notice to Town of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide Town with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

7.9. If and to the extent requested by Town, Contractor shall provide to Town complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after Town's request.

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7.10. Contractor shall ensure that "Town of Southwest Ranches, Florida, 13400 Griffin Rd, Florida 33330," "Broward County," and Consultant are listed as additional insureds on all policies required under this article. Town shall be listed as Certificate Holder.

7.11. Contractor shall require each Subcontractor to maintain insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Town of Southwest Ranches, Florida," "Broward County," and Consultant are named as additional insureds under the Subcontractors' applicable insurance policies. In the event Contractor or any Subcontractor fails to maintain the insurance required by the Contract Documents, Town may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide services under the Contract unless and until the requirements of this section are satisfied. If requested by Town, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

7.12. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the effective date of the Contract; (2) the required coverage must be maintained after termination or expiration of the Contract for at least the duration stated in Exhibit B; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Contract for at least the duration stated in Exhibit B.

ARTICLE 8 LABOR AND MATERIALS

8.1 Unless otherwise provided herein, Contractor shall provide and pay for all Materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

8.2 Contractor shall at all times enforce strict discipline and good order among its employees and Subcontractors at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

ARTICLE 9 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

ARTICLE 10 WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

ARTICLE 11 PERMITS, LICENSES, AND IMPACT FEES

11.1. Except as otherwise provided within the Special Instructions for Vendors, Contractor shall secure and pay for all permits and licenses required by federal, state, or local laws, rules, and regulations necessary for the Work. Contractor shall have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed, for all persons working on the Project for whom a Certificate of Competency is required.

11.2. Contractor shall pay all impact fees levied by any municipality. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor shall not include profit or overhead of Contractor.

ARTICLE 12 RESOLUTION OF DISPUTES

12.1. To prevent all disputes and litigation, the Parties agree that Consultant shall decide all questions, claims, difficulties, and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents or fulfillment of the Contract as to the character, quality, amount, and value of any work done or materials furnished, or proposed to be done or furnished, under or by reason of the Contract Documents, and Consultant's decisions of all claims, questions, difficulties, and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty, or dispute that cannot be resolved by agreement of the Contract Administrator and Contractor shall be submitted to Consultant in writing within five (5) days from the date of impasse. Unless a different period of time is set forth in this Contract, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) days from the date of the receipt of the claim, question, difficulty, or dispute, unless Consultant requires additional time to gather information or allow the Parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction.

12.2. In the event the determination of a dispute under this article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

ARTICLE 13 INSPECTION OF WORK

13.1. Consultant and Town shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring, and testing.

13.1.1. Should the Contract Documents, Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than Town, timely notice shall be given of the date fixed for such testing. Testing shall be performed promptly, and, where practicable, at the source of supply. If any of the Work is covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

13.1.2. Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with this Contract, Town shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with this Contract, Contractor shall pay such cost.

13.2. Inspectors shall have no authority to permit deviations from, or to relax or waive, any of the provisions of the Contract Documents, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of Consultant.

13.3. The payment of any compensation, the giving of any gratuity, or the granting of any favor, of any character or form, by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

ARTICLE 14 SUPERINTENDENCE AND SUPERVISION

14.1. Town's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

14.2. On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of Town, Consultant, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by Town and Consultant.

14.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

14.4. If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

14.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 15 TOWN'S RIGHT TO TERMINATE CONTRACT

15.1. The Contract Administrator may give notice in writing to Contractor and its Surety of delay, neglect, or default, specifying the same with a notice to cure, upon the occurrence of any of the following:

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15.1.1. Contractor fails to begin the Work within fifteen (15) days after the Project Initiation Date;

15.1.2. Contractor fails to perform the Work with sufficient workers, equipment, or materials to ensure the prompt completion of the Work;

15.1.3. Contractor performs the Work unsuitably or causes it to be rejected as defective and unsuitable;

15.1.4. Contractor discontinues performance of the Work in contravention of the accepted schedule;

15.1.5. Contractor fails to perform any material term set forth in this Contract;

15.1.6. Contractor becomes insolvent or declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or

15.1.7. From any other cause whatsoever, Contractor fails to carry on the Work in an acceptable manner.

15.2. If Contractor, within a period of ten (10) days after such notice, does not proceed to cure in accordance therewith, then Town's awarding authority for this Contract may, upon written certification from Consultant of the fact of such delay, neglect, or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the Project site and take the performance of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition, Town may enter into an agreement for the completion of the Project according to the terms and provisions of this Contract, use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs, and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In the event the damages and expenses so incurred by Town shall exceed the unpaid balance, Contractor shall be liable and shall pay to Town the amount of said excess.

15.3. If Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and the rights and obligations of Town and Contractor shall be the same as if the termination had been exercised pursuant to the Termination for Convenience clause as set forth in Section 15.4 below.

15.4. This Contract may be terminated for convenience, for any reason or no reason, in writing by Town upon ten (10) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes

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effective. In such case, Contractor shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments that had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services that Contractor has not performed. Contractor acknowledges that it has received good, valuable, and sufficient consideration for Town's right to terminate this Agreement for convenience in the form of Town's obligation to provide advance notice to Contractor of such termination in accordance with this Section 15.4.

15.5. Upon receipt of a notice of termination pursuant to Sections 15.2, 15.4, or 15.6, Contractor shall promptly discontinue all affected Work unless the notice of termination directs otherwise, and shall deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

15.6. This Contract may also be terminated by the Town Commission:

15.6.1. Upon the disqualification of Contractor as a Broward County CBE or SBE firm by County's Director of the Office of Economic and Small Business Development ("OESBD") if Contractor's status as a CBE or SBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor;

15.6.2. Due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Contract or attempting to meet the CBE or SBE contractual obligations;

15.6.3. Upon the disqualification of one or more of Contractor's CBE or SBE participants by Broward County's Director of the OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor or such participant;

15.6.4. Upon the disqualification of one or more of Contractor's CBE or SBE participants by Broward County's Director of the OESBD if such CBE or SBE participant attempted to meet its CBE or SBE contractual obligations through fraud, misrepresentation, or material misstatement;

15.6.5. If Contractor is determined by Broward County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE or SBE status of its disqualified CBE or SBE participant; or

15.6.6. If Contractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section

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287.134, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

ARTICLE 16 SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Town. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Town may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with Town shall entitle Town to terminate this Contract for cause.

ARTICLE 17 PROJECT RECORDS AND RIGHT TO AUDIT

17.1 Audit Rights and Retention of Records. Contractor shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this article may be performed by any representative of Town or Broward County (including any outside representative engaged by either entity). Town and Broward County may conduct audits or inspections at any time during the term of this Contract and for a period of three years after the expiration or termination of this Contract (or longer if required by law). Town and Broward County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor's employees, Subcontractors, vendors, or other labor.

17.2 Town and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Town and Broward County may conduct such audit or review at Contractor's place of business, if deemed appropriate by Town or Broward County, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate work space for such review. Contractor shall provide Town and Broward County with reasonable access to Contractor's facilities, and Town and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subconsultants, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

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- a) Compliance with Contract
- b) Compliance with Town's code of ethics
- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to Town, in order to facilitate efficient use of Town resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

17.3 Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this article.

17.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment reliant upon such entry.

17.5 If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to Town of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of the audit conducted by Town, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by Contractor to Town or Broward County (as applicable), along with any required

adjustments for the overpricing or overcharges. Any adjustments or payments due as a result of any such audit or inspection shall be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of the audit findings to Contractor.

ARTICLE 18 RIGHTS OF VARIOUS INTERESTS

Whenever work being done by Town's forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

ARTICLE 19 EXPLOSIVES

When the use of explosives is necessary in performance of the Work, Contractor shall exercise the utmost care in the handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner in storage clearly marked "Dangerous-Explosives," and shall be placed in the care of competent watchmen. When the use of explosives becomes necessary, Contractor shall furnish to Town proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included in the policies themselves.

ARTICLE 20 DIFFERING SITE CONDITIONS

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 12. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of Substantial Completion.**

ARTICLE 21 PLANS AND WORKING DRAWINGS

Town, through Consultant, shall have the right to modify the details of the plans and specifications and to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of this Contract. In case of disagreement between the written and graphic portions of this Contract, the written portion shall govern.

ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

Contractor shall verify all dimensions, quantities, and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions, or discrepancies found therein within three (3) days after discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy to not stop or delay work, because Consultant will advise Contractor how to proceed to avoid stoppage or delay of Work. Contractor shall not be liable for damages resulting from errors, omissions, or discrepancies in this Contract unless Contractor recognized such error, omission, or discrepancy, and failed to report it to Consultant.

ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

23.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.

23.2. Contractor shall be responsible for all Materials, equipment and supplies pertaining to the Project. In the event any such Materials, equipment or supplies are lost, stolen, damaged, or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town, except as provided in Article 30.

ARTICLE 24 WARRANTY

Contractor warrants to Town that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

ARTICLE 25 SUPPLEMENTARY DRAWINGS

25.1. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes that may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

25.2. The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

ARTICLE 26 DEFECTIVE WORK

26.1. Consultant has the authority to reject or disapprove Work that Consultant finds to be defective. If required by Consultant, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

26.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by Consultant, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary, at Contractor's expense. Any expense incurred by Town in making such removals, corrections, or repairs, shall, at Town's election, be paid for out of any monies due or which may become due to Contractor or charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

26.3. If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, nor shall such failure obligate Town to final acceptance.

ARTICLE 27 TAXES

Contractor shall pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all their requirements.

ARTICLE 28 SUBCONTRACTS

28.1. Each Subcontractor must possess certificates of competency and licenses required by law. Contractor shall notify the Contract Administrator and Consultant of any change in Subcontractors.

28.2. Contractor shall not employ any Subcontractor against whom Town or Consultant may have a reasonable objection. Contractor shall not be required to employ any Subcontractor against whom Contractor has a reasonable objection.

28.3. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, persons directly or indirectly employed by its Subcontractors, and persons for whose acts any of its Subcontractors may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and Town or any obligation on the part of Town to pay or to see the payment of any monies due any Subcontractor. Town or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific work performed.

28.4. Contractor shall bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of Town.

28.5. ☐ Contractor shall perform the Work with its own organization, amounting to not less than _____ percent of the Contract Price.

ARTICLE 29 SEPARATE CONTRACTS

29.1. Town has the right to enter into contracts with other parties in connection with this Project. Contractor shall afford such other parties reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate this Work with theirs.

29.2. If any part of Contractor's Work depends for proper execution or results on the work of any third parties, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results of Contractor's Work. Contractor's failure to so inspect and report shall constitute an acceptance of the third party's work as fit and proper for the performance of Contractor's Work, except as to defects which may develop in the third parties' work after the execution of Contractor's Work.

29.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to not interfere with or impact any other contractor on the site. Should such interference or impact occur, Contractor shall indemnify Town from any liability to the affected contractor related to such interference or impact.

29.4. To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall immediately report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

ARTICLE 30 USE OF COMPLETED PORTIONS

30.1. Town has the right at its sole option to take possession of and use any completed or partially completed portions of the Project ("Designated Area"). Such possession and use shall

not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by Town.

30.2. In the event Town decides to take possession of any completed or partially completed portions of the Project, the following shall occur:

30.2.1. Town shall give notice to Contractor in writing at least thirty (30) days prior to Town's intended occupancy of a Designated Area.

30.2.2. Contractor shall complete to the point of Substantial Completion the Designated Area and request inspection and issuance of a Certificate of Substantial Completion (007600-1) from Consultant.

30.2.3 Upon Consultant's issuance of a Certificate of Substantial Completion for the Designated Area, Town will assume full responsibility for maintenance, utilities, subsequent damages of Town and public, adjustment of insurance coverages, and start of warranty for the Designated Area.

30.2.4 Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the Designated Area.

30.2.5. If Town decides to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by Town and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 31 LANDS OF WORK

31.1. Town shall provide, as may be indicated in this Contract, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by Town for the use of Contractor.

31.2. Contractor shall obtain, at Contractor's own expense and without liability to Town, any additional rights to land and access thereto that may be required for temporary construction

facilities, temporary easements, or for storage of materials. Contractor shall furnish to Town copies of written permission obtained by Contractor from the owners of such land.

ARTICLE 32 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor, hours of work, and Contractor's operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

ARTICLE 33 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

33.1. Utility lines in the Project area have been shown on the Plans. However, Town does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.

33.2. Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

33.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

33.4. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. Town reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. Town's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

ARTICLE 34 VALUE ENGINEERING

Contractor may request substitution of Materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Consultant's prior written acceptance by a Change Order or an approved Shop Drawing. In no event will any substitution accepted by Consultant result in an increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, regardless of whether the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Price including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and Town and shall be processed as a deductive Change Order. Town may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

ARTICLE 35 PAYMENT BY TOWN FOR TESTS

Except when otherwise specified in this Contract, the expense of all tests requested by Consultant shall be borne by Town and performed by a testing firm chosen by Consultant. For road construction projects, the procedure for making tests required by Consultant will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. Contractor is responsible for the cost of any required test in which the tested Work fails.

ARTICLE 36 CHANGE IN THE WORK OR TERMS OF CONTRACT

36.1. Without invalidating this Contract and without notice to any surety, Town has the right to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable by Town to fully and acceptably complete the proposed Work in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

36.2. Any changes to the terms of this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity as this Contract prior to the initiation of any Work described in such change. This section shall not prohibit the issuance of Change Orders executed only by Town, as provided in this Contract.

ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

37.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in the Work. Field Orders may not change the Contract Price or the Contract Time.

37.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or performance of the Work. Supplemental Instructions may not change the Contract Price or the Contract Time.

ARTICLE 38 CHANGE ORDERS

38.1. Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Town's Procurement Code, as amended from time to time.

38.2. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by Town. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

38.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Town may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as Town deems necessary to complete the work associated with the disputed item or submit the matter in dispute to Consultant as set forth in Article 12.

38.4. Under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town. During the pendency of the dispute, and upon receipt of a Change Order from Town, Contractor shall promptly proceed with the change in the Work involved and advise Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

38.5. On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide Town such updated bonds.

ARTICLE 39 VALUE OF CHANGE ORDER WORK

39.1. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

39.1.1 If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

39.1.2 By mutual acceptance of a lump sum, which sum Contractor and Town acknowledge contains a component for overhead and profit.

39.1.3 On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a Contractor's fee for overhead and profit as determined in Section 39.4.

39.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 39.3.

39.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by Town and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by Town.

39.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Town deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to Town. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Town, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by Town with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. Town will not be responsible for the cost

of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

39.2.3 Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by Town, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor, and shall deliver such bids to Town who will then determine, with the advice of Consultant, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

39.2.4 Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5 Supplemental costs including the following:

39.2.5.1 All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

39.2.5.2 Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.

39.2.5.3 The cost of utilities, fuel, and sanitary facilities at the site.

39.2.5.4 Cost of premiums for additional bonds and insurance required because of changes in the Work.

39.3 The term "cost of the work" shall not include any of the following:

39.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

39.3.2 Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.

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39.3.3 Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.

39.3.4 Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

39.3.5 Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.

39.3.6 Other overhead or general expense costs of any kind.

39.4 Contractor's fee for overhead and profit shall be determined as follows:

39.4.1 A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;

39.4.2 A fee based on the following percentages of the various portions of the cost of the Work:

39.4.2.1 For costs incurred under subsections 39.2.1 and 39.2.2, Contractor's fee shall not exceed ten percent (10%).

39.4.2.2 For costs incurred under subsection 39.2.3, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

39.4.2.3 No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5 (except subsection 39.2.5.3) and Section 39.3.

39.5 The amount of credit to Town for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

39.6 Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

39.7 If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

39.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

39.8.1 Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment and other items of cost.

39.8.2 Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

39.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

ARTICLE 40 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

40.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) days from the date of impasse in accordance with Article 12 hereof. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

40.2 The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension in accordance with Section 40.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Town, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

ARTICLE 41 NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Town by reason of any delays except as provided herein. Contractor shall not be entitled

to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of Town or its Consultant.

ARTICLE 42 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

42.1 Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

42.1.1 Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time; (ii) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers or vendor; and (iii) is caused solely by fraud, bad faith or active interference on the part of Town or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

Town and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be \$200.00 per day for each day this Contract is delayed due to a Compensable Excusable Delay.

42.1.2 Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers and vendors; (ii) is caused by circumstances beyond the control of Town or Consultant; or (iii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by Town or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 43 SUBSTANTIAL COMPLETION

When Contractor determines in good faith that the Work, or a portion thereof designated by Town pursuant to Article 30 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Form 10). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion, which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Town and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. Consultant and the Contract Administrator shall develop and Contractor shall review the list of all Work yet to be completed by Contractor to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to Contractor within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five (5) days. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

ARTICLE 44 NO INTEREST

44.1 Town shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Contract. This section shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

44.2 If the preceding section is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by Town under this Contract, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

ARTICLE 45 SHOP DRAWINGS

45.1 Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with this Contract.

45.2 Within thirty (30) days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing all materials and equipment in accordance with this Contract. This procedure is required in order to expedite final approval of Shop Drawings.

45.3 After the approval of the list of items required in Section 45.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

45.4 Contractor shall thoroughly review and check the Shop Drawings, and shall approve each and every copy by initialing same, and shall transit a letter of approval to Consultant and Town.

45.5 If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall specify such departures make specific mention thereof in its letter of transmittal to Consultant and Town. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with this Contract.

45.6 Consultant shall review and approve Shop Drawings within twenty-one (21) days from the date received, unless said Shop Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or Work required by this Contract but not indicated on the Shop Drawings. No Work called for by Shop Drawings shall be performed until the said Shop Drawings have been approved by Consultant. Approval by Consultant shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

45.7 No approval will be given to partial submittals of Shop Drawings for items that interconnect or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting or interdependent items, check such items, and then make one submittal to Consultant along with Contractor's comments as to compliance, noncompliance, or features requiring special attention.

45.8 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

45.9 Contractor shall submit the number of copies of Shop Drawings required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

45.10 Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

46.1 The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare record or "as-built" drawings of the same, which must be sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the bid prices for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

46.2 Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.

46.3 Prior to, and as a condition precedent to Final Payment, Contractor shall submit to Town Contractor's record drawings or as-built drawings acceptable to Consultant.

ARTICLE 47 SAFETY AND PROTECTION

47.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

47.1.1 All employees on the work site and other persons who may be affected thereby;

47.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

47.1.3 Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

47.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect person or property from damage, injury, or loss, and Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when performance of the Work may affect them. All damage, injury, or loss to any property referred to in subsections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be repaired or remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Consultant has issued a notice to Town and Contractor that the Work is acceptable except as otherwise provided in Article 30.

47.3 Contractor shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Town.

ARTICLE 48 FINAL BILL OF MATERIALS

Contractor shall be required to submit to Town and Consultant a final bill of materials with unit costs for each bid item for supply of materials installed. This shall be an itemized list of all materials with a unit cost for each material, and the total cost shall be determined on the basis of the unit costs established for each Contract item. A Final Certificate for Payment will not be issued by Consultant until Contractor submits the final bill of materials and Consultant verifies the accuracy of the units of Work.

ARTICLE 49 PROJECT SIGN

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

ARTICLE 50 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors of Town as to their responsibility for cleaning up, Town may clean up and charge the cost thereof to the contractors responsible as Consultant shall determine to be appropriate and equitable.

ARTICLE 51 HURRICANE PRECAUTIONS

51.1 During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, Contractor, at no cost to Town, shall take all precautions necessary

to secure the Project site from any damage that may be caused by all threatened storm events, regardless of whether Town or Consultant has given notice of same.

51.2 Compliance with any specific hurricane watch or warning precautions will not constitute additional work.

51.3 Suspension of the Work caused by a threatened or actual storm event, regardless of whether Town has directed such suspension, will entitle Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 52 REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by Town, shall promptly remove any part or all of Contractor's equipment and supplies from the property of Town, failing which Town shall have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 53 DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Contract is exempt under Section 16½-157(c), Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157, Broward County Code of Ordinances, for the duration of this Contract, and the contract language referenced in Section 16½-157 is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling Town to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor from doing business with Town.

ARTICLE 54 EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

54.1 No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

54.2 Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Contract. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Contract, which shall permit Town to terminate this Contract or exercise any other remedy provided under this Contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

54.3 Contractor will meet the required CBE or SBE goal by utilizing the CBE or SBE firms listed in Exhibit ____ (or a CBE/SBE firm substituted for a listed firm, if permitted) for ____ percent (0%) of total Services under this Contract (the "Commitment").

[USE FOLLOWING INSTEAD IF A CBE RESERVE PROJECT] The Parties acknowledge that this procurement is reserved solely for performance by CBE firms; therefore the CBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Contractor is a CBE firm and agrees that it will meet the Commitment by Contractor performing the Services without subcontracting, or by Contractor performing at least fifty percent (50%) of the Services and subcontracting the remainder to CBE firms listed in Exhibit ____ (or CBE firms substituted or approved in accordance with the terms of this Agreement).

[USE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 54 ACCORDINGLY] The Parties acknowledge that this procurement is reserved solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Contractor is an SBE firm and agrees that it will meet the Commitment by Contractor performing the Services without subcontracting, or by Contractor performing at least fifty percent (50%) of the Services and subcontracting the remainder to SBE firms listed in Exhibit ____ (or SBE firms substituted or approved in accordance with the terms of this Agreement).

54.4 In performing the Services, Contractor shall utilize the CBE or SBE firms listed in Exhibit ____ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Contract by Town, Contractor shall enter into formal contracts with the CBE or SBE firms listed in Exhibit ____ and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

54.5 Each CBE or SBE firm utilized by Contractor to meet the CBE or SBE goal must be certified by OESBD. Contractor shall inform Town immediately when a CBE or SBE firm is not able to perform or if Contractor believes the CBE or SBE firm should be replaced for any other reason, so that OESBD can review and verify the good faith efforts of Contractor to substitute the CBE or SBE firm with another CBE or SBE firm. Whenever a CBE or SBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE or SBE firm in order to meet the CBE or SBE goal, unless otherwise provided in this Contract or agreed to in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE or SBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify OESBD, and OESBD may adjust the CBE or SBE goal by written notice to Contractor. Contractor shall not terminate a CBE or SBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

54.6 The Parties stipulate that if Contractor fails to meet the Commitment, the damages to Town arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in

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Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Town liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Town, such liquidated damages amount shall be either credited against any amounts due from Town, or must be paid to Town within thirty (30) days after written demand. These liquidated damages shall be Town's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Town, or inability to substitute a CBE or SBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

54.7 Contractor acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify Town in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify Town of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

54.8 OESBD may modify the Commitment in connection with any amendment, extension, modification, change order, or Work Authorization to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Contract price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE or SBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

54.9 Contractor shall provide written monthly reports to the Contract Administrator and to the Director of OESBD attesting to Contractor's compliance with the Commitment. In addition, Contractor shall allow Town and OESBD to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining Contractor's contractual and CBE or SBE obligations. The Contract Administrator or OESBD shall perform such review and monitoring.

54.10 The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE or SBE firm shall not preclude Town or its representatives from inquiring into allegations of nonpayment.

ARTICLE 55 PUBLIC RECORDS

To the extent Contactor is acting on behalf of Town as provided in Section 119.0701, Florida Statutes, Contactor shall:

55.1.1 Keep and maintain public records required by Town to perform the services under this Contract;

55.1.2 Upon request from Town, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

55.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Contract and following completion or termination of this Contract if the records are not transferred to Town; and

55.1.4 Upon completion or termination of this Contract, transfer to Town, at no cost, all public records in possession of Contractor or keep and maintain public records required by Town to perform the services. If Contactor transfers the records to Town, Contactor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contactor keeps and maintains public records, Contactor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town upon request in a format that is compatible with the information technology systems of Town.

The failure of Contactor to comply with the provisions of this article shall constitute a material breach of this Contract entitling Town to exercise any remedy provided in this Contract or under applicable law, all of such remedies being cumulative.

A request for public records regarding this Contract must be made directly to Town, who will be responsible for responding to any such public records requests. Contactor will provide any requested records to Town to enable Town to respond to the public records request.

Any material submitted to Town that Contactor contends constitutes or contains trade secrets or contends is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contactor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event a third party submits a request to Town for records designated by Contactor as Trade Secret Materials, Town shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing

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by Contactor. Contactor shall indemnify and defend Town and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

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

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SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL WAGE REQUIREMENTS

1. ☐ Prevailing Wage Rate Ordinance - This Project is not federally funded. If the price of this Contract is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply.

1.1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.

1.2. All mechanics, laborers, and apprentices, employed or working on the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.

1.3. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the Town Administrator for final determination, which shall be binding.

1.4. In the event the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to Town for any all costs incurred by Town to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

1.5. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

1.6. Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

1.7. The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers

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and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by this Contract.

1.8. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2. ☐ Federal Grant Projects:

2.1. Because this Project will be funded, in whole or in part, by the United States government through _____[Federal Agency]_____ and referred to as _____ No. _____, all Federal assurances applicable to such funding, including any and all supervening assurances set forth in Rules and Regulations published in Federal Register or C.F.R., shall apply to this Contract.

2.2. Accordingly, all clauses, terms, or conditions required by federal grantor agency with respect to the federal funding for this Project are hereby attached and made a part of this Contract. **[ATTACH RELEVANT DOCUMENTS IF SECTION 2 IS CHECKED]**

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
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FORM 1: PERFORMANCE BOND

Project Name: DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
Project Number: IFB 21-007

BY THIS BOND, We _____, located at _____, phone _____, and _____, as Principal, hereinafter called Contractor, and _____, located at _____, phone _____, and _____, as Surety, under the assigned Bond Number _____, are bound to the Town of Southwest Ranches, Florida ("Town"), and Broward County, Florida, as dual Obligees (hereinafter jointly and severally referred to as "Town/County"), in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. _____, with Town, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract," which includes any and all provisions for liquidated damages, and other damages identified.

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and Town for construction of _____, in the time and manner prescribed in the Contract; and
- 2) Pays Town/County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that Town/County sustains as a result of default by Contractor under the Contract; and
- 3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract, then THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by Town/County to be, in default under the Contract, with Town having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if Town/County elects, upon determination by Town/County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
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Town/County on the same terms and conditions as the Contract Documents unless otherwise agreed by Town/County, and shall make available as work progresses sufficient funds to pay the cost of completion of the Work required by the Contract in an amount less but not exceeding the balance of the Contract Price, which amount shall include other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Town/County named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

Print Name

By: _____
Authorized Signor

Print Name and Title

day of _____, 20____

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

FORM 2: PAYMENT BOND

Project Name: DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
Project Number: IFB 21-007

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Contractor"), located at _____, phone _____, and _____, as Surety, located at _____, phone _____, under the assigned Bond Number _____ and pursuant to Section 255.05, Florida Statutes, are bound to the Town of _____, Florida ("Town") and Broward County, Florida (hereinafter jointly and severally referred to as "Town/County"), as dual Obligees, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the ____ of _____, 20____, entered into a Contract, Bid/Contract No. _____, with Town for construction of _____ located at _____, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Town/County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that Town/County sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute Section 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Contractor a notice that he or she intends to look to the bond for protection.
- B. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

C. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (A) and/or (B), as applicable, have been given.

D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Sections 255.05(2) and 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

Print Name

By: _____
Authorized Signor

Print Name and Title

day of _____, 20____

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

(Print Name)

Signature

(Print Name)

By _____
Agent and Attorney-in-Fact

(Print/Type Name)

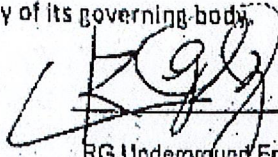
Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM 3: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ricardo Gonzalez, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that Ricardo Gonzalez, who signed the Bond(s) on behalf of the Principal, was then President of said corporation; that I know his/her signature; that his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

 (Seal) as Secretary of
RG Underground Engineering, Inc.
(Name of Corporation)

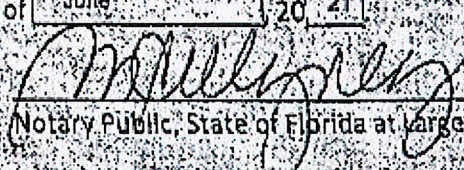
STATE OF FL)
) SS.
COUNTY OF Dade County

(SEAL)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, 15th day of June, 2021, by D/L who is personally known to me or who has produced as identification and who ☐ did ☐ did not take an oath, and acknowledged that he/she is authorized to execute the foregoing Performance and Payment Bond on behalf of Contractor named therein in favor of Town/County.

Subscribed and Sworn to before me this 15th day of June, 2021.

My commission expires:


Notary Public, State of Florida at Large

Bonded by Budget Notary Services



MAYRA RODRIGUEZ
Commission # GG 255059
Expires November 14, 2022
Bonded thru Budget Notary Services

(Municipal Form Contractor Agreement)

Page 64

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

FORM 4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000.00 OR LESS

TO: TOWN OF SOUTHWEST RANCHES
RE: BID NUMBER: IFB 21-007

BIDDER: _____

Name: _____

Address: _____

Phone: _____

AMOUNT OF BOND: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

Phone: _____

This is to certify that, in accordance with Section 287.0935, Florida Statutes, the insurer named above:

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code; and
- (5) Currently holds a valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.

(Date Signed)

Agent and Attorney-in-Fact

(continued on next page)

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence
or ☐ online notarization, _____ day of _____, _____ by
_____ who is personally known to me or who has produced
_____ as identification and who ☐ did ☐ did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

(Title or rank)

(Serial number, if any)

My commission expires:

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

**FORM 5: UNCONDITIONAL LETTER OF CREDIT (PERFORMANCE AND PAYMENT GUARANTY)
FORM**

UNCONDITIONAL LETTER OF CREDIT

Beneficiary:

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

Date of Issue _____

Issuing Bank's No. _____

Applicant: _____

Amount: _____

(in United States Funds)

Expiry: _____

(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____ (Bank, Issuer Name)

at (Branch Address) _____ by order of and for the account of

(Contractor, Applicant, Customer) _____

up to an aggregate amount, in United States Funds, of \$ _____

available by your drafts at sight, accompanied by: A signed statement from the Town

Administrator of the Town of _____, Florida, or the Town Administrator's authorized

representative that the drawing is due to default in performance of certain obligations on the

part of (Contractor, Applicant, Customer) agreed upon by and between the Town of _____ and

(Contractor, Applicant, Customer) pursuant to the Bid/Contract No. _____

for (Name of Project) and Section 255.05, Florida Statutes. Drafts must be drawn and negotiated

not later than (expiration date). Drafts must bear the clause: "Drawn under Letter of Credit No.

(number), _____ of

(Bank _____ name) dated _____."

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Town Administrator with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Town of _____ that this Letter of Credit will expire prior to performance of Contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the _____ (Contractor, Applicant, Customer) _____.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

Report No. _____



Contract #:	Contract Amount:	Date Form Submitted:	
Project Description:	Project Completion Date:		
Prime Contractor:	Period Ending:	Amt. Paid to Prime:	
Contact Person:	Telephone#: ()		Fax#: ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
Total Amount Paid to Subcontractors to Date:							

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:	Date:
-------------------	---------------	--------------

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR

FORM 7: FINAL (CBE/SBE) UTILIZATION REPORT



FINAL (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:
Project Description:		
Project Completion Date:		
Prime Contractor:	Period Ending:	Amt. Paid to Prime:
Contact Person:	Telephone#: () 	Fax#: ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT						
CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period
						Amount Paid To Date
Total Amount Paid to Subcontractors to Date:						

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:	Date:
-------------------	---------------	--------------

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-F

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

FORM 8A: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. 21-007
Contract No. 21-007
Project Title Drainage Improvements for SW 50 Street and SW 182 Terrace

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5 of the Broward County Code of Ordinances and the applicable conditions of the Contract.

Dated 6/18/, 2021

RG Underground Engineering, inc
Contractor

By [Signature]
(Signature)

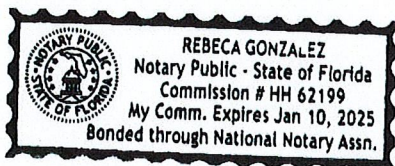
By Ricardo Gonzalez / President
(Name and Title)

STATE OF FL)
) SS.
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, 18 day of June, 2021, by Ricardo Gonzalez who is personally known to me or who has produced _____ as identification and who ☐ did ☒ did not take an oath.

WITNESS my hand and official seal, this 18 day of June, 2021.

(NOTARY SEAL)



[Signature]
(Signature of person taking acknowledgment)
Rebeca Gonzalez
(Name of officer taking acknowledgment)
notary
(Title or rank)
HH 62199
(Serial number, if any)

My commission expires:

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

FORM 8B: STATEMENT OF COMPLIANCE (DAVIS-BACON ACT)

No. 21-007
Contract No. 21-007
Project Title Drainage Improvements for SW 50 Street and SW 182 Terrace

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis-Bacon Act and the applicable conditions of the Contract.

Dated 6/18, 2021

RG Underground Engineering, Inc

Contractor

By [Signature]
(Signature)

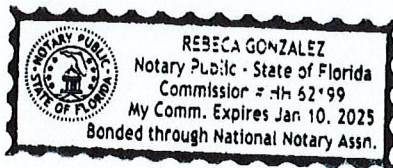
By Ricardo Gonzalez / President
(Name and Title)

STATE OF FL)
) SS.
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, 18 day of June, 2021, by Ricardo Gonzalez who is personally known to me or who has produced _____ as identification and who ☐ did ☒ did not take an oath.

WITNESS my hand and official seal, this 18 day of June, 2021.

(NOTARY SEAL)



My commission expires:

[Signature]
(Signature of person taking acknowledgment)
Rebeca Gonzalez

(Print Name of officer taking acknowledgment)
Notary

(Title or rank)
HH 62199

(Serial number, if any)

Project Title _____

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

By _____
(Signature)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who ☐ did ☐ did not take an oath.

(Signature)

(Print Name)

My commission expires:

FORM 10: CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. _____
Project (Name and Address): _____
To (Town): _____
Consultant: _____
Contractor: _____
Notice to Proceed Date: _____
Consultant: _____
Date of Issuance: _____

Project or Designated Portion Shall
Include: _____

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted.

The date of Substantial Completion of the Project or portion thereof designated above is recommended as: _____

Unless otherwise defined in the contract, the definition of date of Substantial Completion is that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents, such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate the Project in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof does not constitute Substantial Completion.

A list of items to be completed or corrected that has been prepared by Consultant and approved by Town is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract Documents.

Consultant

By

Date

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

In accordance with the terms of the Contract, Contractor will complete or correct the work on the list of items attached hereto within _____ from the above date of Substantial Completion.

Contractor

By

Date

Town, through the Town Administrator, has determined the Work or portion thereof designated by Town is substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

TOWN OF SOUTHWEST RANCHES:

By Town Administrator

Date

The responsibilities of Town and Contractor for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows: _____

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

FORM 11: FINAL CERTIFICATE OF PAYMENT

Contract No. _____
Project (Name and Address): _____
To (Town): _____
Consultant: _____
Contractor: _____
Notice to Proceed Date: _____
Consultant: _____
Date of Issuance: _____

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

Consultant By _____ Date _____

Town, through its Town Administrator, accepts the work as fully complete and will assume full possession thereof at _____ on _____.
(time) (date)

TOWN OF SOUTHWEST RANCHES:

By Town Administrator Date _____

FORM 12: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20____, from the Town of _____, Florida, the sum of _____ Dollars (\$_____) as full and final payment to Contractor for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases the Town of Southwest Ranches from all liens and claims whatsoever arising out of the Contract and Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to the Town of Southwest Ranches.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

CONTRACTOR NAME

Corporate Secretary or other
person authorized to attest

(CORPORATE SEAL OR NOTARY)

By: _____
Authorized Signor

Print Name and Title

_____ day of _____, 20____

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

Witness signature

Print/Type Name

Witness signature

Print/Type Name

Business Name

By: _____
Authorized Signor

Print/Type Name and Title

____ day of _____, 20____

FORM 13: FINAL LIST OF NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

To: _____, Contractor

From: Broward County Purchasing Division

Subject: Final List of Non-certified Subcontractors/Sub-vendors

Re: _____
(Project Title, Contract Number)

The attached list of non-certified Subcontractors/sub-vendors have performed or provided services to the County for the referenced contract. Non-certified Subcontractors/sub-vendors are any Subcontractors/sub-vendors whose services under the Contract were not approved to meet the County's participation CBE/SBE goal established for this Contract, and whose participation was not listed on Contractor's "Schedule of Participation" and/or not approved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

Contractor certifies the following:

- ☐ There were no other non-certified Subcontractors/sub-vendors who provided a service to the Town for the referenced Contract. All participants on the Contract are listed on the attached list.
- ☐ There were other non-certified Subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional Subcontractors/sub-vendors are listed on the attached list.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, _____ day of _____, _____ by _____ who is personally known to me or who has produced _____ as identification and who ☐ did ☐ did not take an oath.

Notary Public:

(Seal)

(Signature)

(Print Name)

Commission No: _____ Expires: ____/____/____

State of _____ at Large

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

LETTER OF INTENT (CBE/SBE)
To Utilize a County Business Enterprise (CBE) or Small Business Enterprise (SBE)
Subcontractor/Subconsultant

Project Name: «Project_Name»

Project Number: «Project_Number»

From (Name of Proposer/Bidder): _____

Firm Address: _____

Project Description: _____

In response to the Town of Southwest Ranches IFB/Bid No. 21-007, the undersigned hereby agree to utilize the CBE or SBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with the Town of Southwest Ranches.

Name of CBE/SBE Firm: _____

Address of CBE/SBE Firm: _____

Expiration of CBE/SBE Certification: _____ Projected CBE/SBE Work Assignment (description of work assignment): _____

Projected Percentage of Prime's Contract Fees to be Awarded to CBE/SBE (Percentage %): _____

(Signature of Owner or Authorized Rep. **Prime**)

(Date)

Print Name (owner or authorized Rep. **Prime**): _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who ☐ did ☐ did not take an oath.

Notary's Signature _____

Notary Seal: _____

(ACKNOWLEDGEMENT BY THE PROPOSED CBE/SBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one) ☐ an individual ☐ a partnership ☐ a corporation ☐ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep. **CBE/SBE**)

(Date)

Print Name (owner or authorized Rep. **CBE/SBE**): _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who ☐ did ☐ did not take an oath.

Notary's Signature: _____

Notary Seal: _____

EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION

On January 4, 2011, Governor Scott issued Executive Order 11-02, which a party to any State funded contracts to participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"). The E-Verify Program can be found at <http://www.uscis.gov/e-verify>.

The Town has entered into a "Memorandum of Understanding" with DHS governing the E-Verify Program. As a result of the adopting the terms and conditions of the "Memorandum of Understanding" with DHS and Executive Order 11-02, any Contractor performing work pursuant to a State funded contract issued by the Town is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned contractor hereby certifies that it will enroll and participate in the E-Verify Program in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this Contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days after the effective date of this Contract by obtaining a copy of the "Edit Company Profile" page and making such record available to the Town within seven (7) days after request from the Town.
- (3) Requiring all persons, including Subcontractors, assigned by Contractor to perform work under this Contract to enroll and participate in the E-Verify Program within ninety (90) days after the effective date of this Contract or within ninety (90) days after the effective date of the Contract between Contractor and the Subcontractor, whichever is later. Contractor shall obtain from the Subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the Town within seven days from the Town's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the Town within seven days after Town's request.

[Continued on next page]

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

[Signature]
(Contractor's Signature)

DG Underground Engineering, Inc
(Print Vendor Name)

STATE OF FL)
COUNTY OF Miami) SS.
Dade)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, 15 day of June, 2021 by
Driver License who is personally known to me or who has produced
as identification and who ☐ did ☐ did not take an oath.

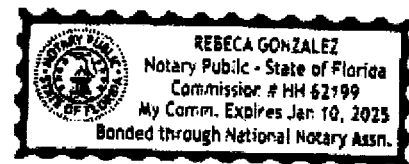
NOTARY PUBLIC:

[Signature]
(Signature)

Rebeca Gonzalez
(Print Name)

SEAL

My commission expires: 10-Jan-2025



DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies that:

a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

c. If awarded the contract, the vendor, owners, or principals will immediately notify the Town in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.


(Authorized Signature)

Ricardo Gonzalez / President

(Print Name and Title)

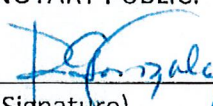
RG Underground Engineering, Inc

(Name of Firm)

STATE OF FL)
) SS.
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, 15 day of June, 2021, by Ricardo Gonzalez who is personally known to me or who has produced - as identification and who ☐ did ☐ did not take an oath.

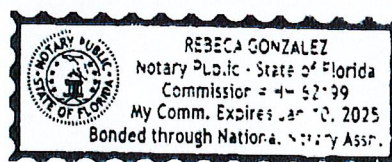
NOTARY PUBLIC:


(Signature)

Rebeca Gonzalez

(Print Name)

SEAL



My commission expires: 1/10/25

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

STATEMENT OF CBE/SBE ASSURANCE

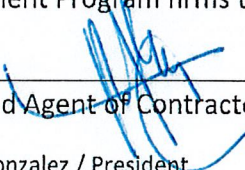
RG UNDERGROUND ENGINEERING, INC
14375 SW 120 St Suite #104 Miami, FL 33186
PH: (305) 386-6293
office@rgunderground.com

CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION

I, Ricardo Gonzalez (Authorized Official/Agent), on behalf of the
RG Underground Engineering, Inc (Contractor), hereby agree to comply with the County
Business Enterprise (CBE) or Small Business Enterprise (SBE) requirements of the RFP between
the Town of Southwest Ranches and (your company) for RG Underground Engineering, Inc
Project, and to comply with the following requirements.

1. Compliance with the Town's non-discrimination policy by providing a non-discrimination Statement;
2. Acknowledgment of the CBE/SBE percentage goal established on the project; and
3. Contract to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the RFP document.



Authorized Agent of Contractor

Ricardo Gonzalez / President

Printed Name & Title

305-386-6293 / 305-386-5241

Telephone Number/Fax Number

Date: 6/15/21

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

**APPENDIX A
BIDDER INFORMATION**

[Please print clearly]

NAME: RG Underground Engineering, Inc

ADDRESS: 14375 SW 120 St Unit 104 Miami, FL 33186

FEIN: 26-4747215

LICENSE NUMBER: CUC1224867 STATE OR COUNTY: Florida

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

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

LICENSEE SIGNATURE: _____

LICENSEE NAME: Ricardo Gonzalez

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: RG Underground Engineering, Inc

BIDDER'S ADDRESS: 14375 SW 120 St Unit 104 Miami, FL 33186

BIDDER'S PHONE NUMBER: Office: 305-386-6293 Cell: 786-325-6912

BIDDER'S EMAIL ADDRESS: office@rgunderground.com

By: _____

RG Underground Engineering, Inc

Name of Corporation/Entity

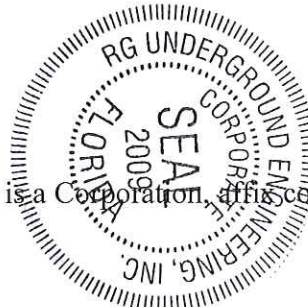
14375 SW 120 St Unit 104 Miami, FL 33186

Address of Corporation/Entity

Signature of President or Authorized Principal

By: Ricardo Gonzalez

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



TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

**APPENDIX B
BID SCHEDULE**

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

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Price</u>
1.	Mobilization	LS	1	\$ 11,500.00	\$ 11,500.00
2.	Install 15" RCP	LF	438	\$ 60.00	\$ 26,280.00
3.	Install 18" RCP	LF	395	\$ 69.50	\$ 27,452.50
4.	Install 24" RCP	LF	162	\$ 82.00	\$ 13,284.00
5.	Install Type "C" Drainage	EA	4	\$ 2,150.00	\$ 8,600.00
6.	Install Type "D" Drainage	EA	8	\$ 2,756.00	\$ 22,048.00
7.	Install 5' Diameter Manhole	EA	1	\$ 4,950.00	\$ 4,950.00
8.	Install Pollutant Retardant Baffle	EA	1	\$ 550.00	\$ 550.00
9.	Install Rip-Rap Headwall	EA	1	\$ 3,650.00	\$ 3,650.00
10.	Construct Roadside Swale	LF	1078	\$ 10.00	\$ 10,780.00
11.	Pavement Restoration	SY	256	\$ 40.00	\$ 10,240.00
12.	Remove/Reinstall Guardrail	LS	1	\$ 1,500.00	\$ 1,500.00
13.	Install Concrete Apron	EA	2	\$ 250.00	\$ 500.00
14.	Restoration	LS	1	\$ 3,000.00	\$ 3,000.00
15.	Erosion/Pollution Control	LS	1	\$ 2,000.00	\$ 2,000.00
16.	Maintenance of Traffic	LS	1	\$ 2,500.00	\$ 2,500.00
Total Lump Sum Bid Price				\$ 148,834.50	

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

**APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST**

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

STATE OF FLORIDA

COUNTY OF

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

1. Affiant appears herein as:

☐ an individual or

☒ the President of RG Underground Engineering, Inc.

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

2. Affiant's address is:

14375 SW 120 St Unit 104 Miami, FL 33186

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


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

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

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

FURTHER AFFIANT SAYETH NAUGHT.


TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007



Ricardo Gonzalez, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 15 day of
June, 20 21, by Ricardo Gonzalez, [☒] who is
personally known to me or [☐] who has produced _____ as identification and who
did take an oath.





Notary Public
Rebeca Gonzalez
(Print Notary Name)
State of FL at Large
My Commission Expires: 1/10/25

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

Disclosure of Ownership Interests

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

Name

Address

Ricardo Gonzalez - 100%

1932 SW 142 Ct Miami, FL 33175

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

**APPENDIX D
DRUG FREE WORKPLACE**

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

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

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

BIDDER'S SIGNATURE: _____

BIDDER: RG Underground Engineering, Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

APPENDIX E
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A)

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

1. This sworn statement is submitted to Town of Southwest Ranches
by Ricardo Gonzalez
for RG Underground Engineering, Inc
whose business address is 14375 SW 120 St Unit 104 Miami, FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-4747215

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

BIDDER: RG underground Engineering, Inc

By: 

Ricardo Gonzalez
(Printed Name)

President
(Title)

Sworn to and subscribed before me this 15 day of June, 2021

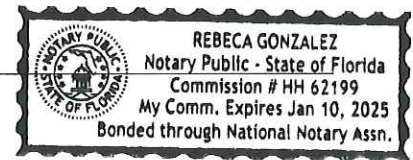
Personally known x

Or Produced Identification -
(Type of Identification)

Notary Public - State of Florida


Notary Signature

My Commission Expires 1/10/25
(Printed, typed, or stamped commissioned name of notary public)



TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

**APPENDIX F
NON-COLLUSION AFFIDAVIT**

State of FL)

) ss:

County of Dade)

Ricardo Gonzalez being first duly sworn deposes and says that:

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

BIDDER: RG Underground Engineering, Inc

By: 

Ricardo Gonzalez

(Printed Name)

President

(Title)


Sworn to and subscribed before me this 15 day of June, 2021

Personally known x

Or Produced Identification -

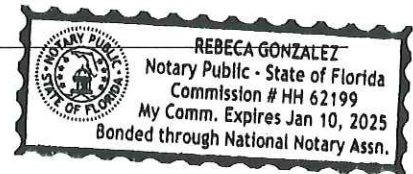
(Type of Identification)

Notary Public - State of Florida


Notary Signature

My Commission Expires 1/10/25

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



TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

APPENDIX H
BIDDER CONFIRMATION OF QUALIFICATIONS

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

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

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

Bidder: RG Underground Engineering, Inc

Bidder's Name: RG Underground Engineering, Inc

Bidder's Address: 14375 SW 120 St Unit 104
Miami, FL 33186

Bidder's Phone Number: 305-386-6293

Bidder's Email: office@rgunderground.com

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

CUC1224867

Underground Utility & Excavation

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

State of Florida

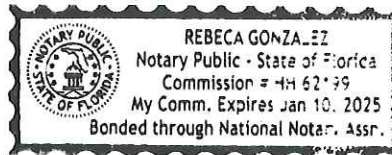
County of DADE

The foregoing instrument was acknowledged before me this 15 day of June, 20 21
by Ricardo Gonzalez / President of RG Underground Engineering, Inc (Bidder), who is
personally known to me or who has produced - as identification and
who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of DADE County, Florida


Notary Signature



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

BIDDER: RG Underground Engineering, Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

***APPENDIX K**
CERTIFICATE OF AUTHORITY (IF CORPORATION OR LIMITED LIABILITY COMPANY)

State of FL)
) ss:
County of Dade)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on 6/14, 2021, the following resolution was duly passed and adopted:

“RESOLVED, that Ricardo Gonzalez, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, 6/15, 2021, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company.”

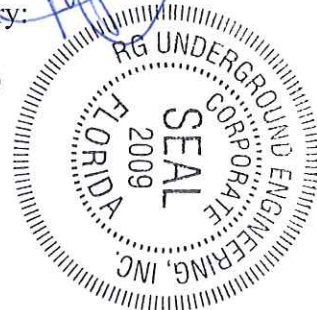
I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or

Limited Liability Company this 15 day of June, 2021.

Secretary: _____

(SEAL)



BIDDER: RG Underground Engineering, Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

**APPENDIX M
BID BOND**

Bond No. n/a

BID BOND

State of Florida)
County of Miami Dade) ss:

KNOW ALL MEN BY THESE PRESENTS, that we,
RG Underground Engineering, Inc.

, as Principal, and FCCI Insurance Company

, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of 5% amount of bid Dollars (\$ 5% amount of bid), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated June 15, 2021 20 for

“ IFB 21-007 – DRAINAGE IMPROVEMENTS FOR
SW 50TH STREET AND SW 182ND TERRACE”

NOW, THEREFORE,

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 15th day of June, 2021, 20, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

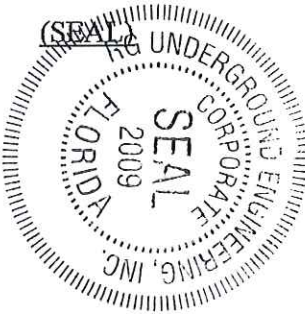
TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

BIDDER: RG Underground Engineering, Inc.

By: Ricardo Gonzalez

Title: President

IN PRESENCE OF: _____
(Individual or Partnership Principal)



14375 SW 120 St Unit 104

(Business Address)

Miami, FL 33186

(City/State/Zip)

305-386-6293

(Business Phone)

SURETY: FCCI Insurance Company

By: Ramon A. Rodriguez
Ramon A Rodriguez



6300 University Parkway

(Business Address)

Sarasota, FL 34240

(City/State/Zip)

800-226-3224

(Business Phone)

IMPORTANT

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

Countersigned by Florida Agent:

Ramon A. Rodriguez

Name: Ramon A Rodriguez

Date: 6/15/21



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ramon A. Rodriguez; Mayra Rodriguez; Fausto Alvarez, Jr.

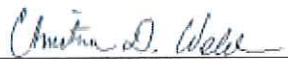
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.


The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of June, 2020.

Attest:


Christina D. Welch, President
FCCI Insurance Company



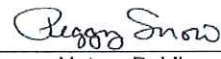

Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

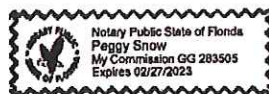


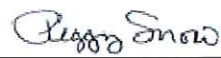

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023





Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 15th day of June, 2021


Christina D. Welch, EVP, General Counsel, Chief Audit &
Compliance Officer, Secretary FCCI Insurance Company

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

APPENDIX N
GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
Town of Miami Lakes	6601 Main Street Miami Lakes, FL 33014	786-247-5507	Omar Santos santoso@miamilakes-fl.gov
City of Miami Gardens	18605 NW 27 Ave Miami Gardens, FL 33056	786-273-6869	Guillermo Hidalgo ghidalgo@miamigardens-fl.gov
Department of Transportation and Public Works	111 NW 1st Street Ste 1410 Miami, FL 33128	305-375-2930	Alfredo Munoz amunoz@miamidade.gov

BIDDER: RG Underground Engineering, Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

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

TO THE TOWN OF SOUTHWEST RANCHES:

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

ATTEST

RG Underground Engineering, Inc
CONTRACTOR

BY:

Ricardo Gonzalez
Print Name

Date: 6/15/21

BIDDER: RG Underground Engineering, Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

APPENDIX Q
BIDDER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

Project Name: Royal Oaks Drainage & Roadway Improvements Phase I
Contract Amount: \$1,129,433.00
Contract Date: 7/8/2019
Client Name: Town of Miami Lakes
Address: 6601 Main Street Miami Lakes, FL 33014
Contact Person: Omar Santos
Contact Person Tel. No.: 786-247-5507
Contact Person Email: santoso@miamilakes-fl.gov

Project Name: Vista Verde Drainage Improvements
Contract Amount: \$1,334,385.00
Contract Date: 5/4/2020
Client Name: City of Miami Gardens
Address: 18605 NW 27 Ave Miami Gardens, FL 33056
Contact Person: Guillermo Hidalgo
Contact Person Tel. No.: 786-273-6869
Contact Person Email: ghidalgo@miamigardens-fl.gov

Project Name: Drainage Improvement Multiple Sites - 20190189
Contract Amount: \$598,353.44
Contract Date: 2/24/20
Client Name: Department of Transportation & Public Works
Address: 111 NW 1st St Miami, FL 33128
Contact Person: Mercedes Barreras
Contact Person Tel. No.: 786-222-9912
Contact Person Email: mercedes.barreras@miamidade.gov

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

**APPENDIX R
SUB-CONTRACTOR LIST**

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

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>
subcontractors will not be used		

BIDDER: RG Underground Engineering, inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

APPENDIX S

ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1 6/4/21 RG

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

BIDDER: RG Underground Engineering, Inc

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

APPENDIX T

LIABILITY CLAIMS

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

1. Name and Location of project: _____
N/A
2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

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

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

BIDDER: RG Underground Engineering, Inc

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above RG Underground Engineering, Inc	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 14375 SW 120 St unit 104	Requester's name and address (optional)
	6 City, state, and ZIP code Miami, FL 33186	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
or								
Employer identification number								
2	6	-	4	7	4	7	2	1 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 6/15/21

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2021

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

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

PRODUCER Brown & Brown of Florida, Inc. 14900 NW 79 Court Suite 200 Miami Lakes FL 33016		CONTACT NAME: Yamile Corral AAI, AAIM PHONE (A/C, No, Ext): (305) 714-4400 FAX (A/C, No): (305) 714-4401 E-MAIL ADDRESS: ycorral@bbmia.com	
INSURED RG Underground Engineering, Inc. 14375 SW 120 St Unit 104 Miami FL 33186		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: FCCI Insurance Company INSURER C: Federal Insurance Company INSURER D: Navigators Insurance Company INSURER E: INSURER F:	
		NAIC # 10178 20281	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CF4GL01305201	08/25/2020	08/25/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> XCU /Contractual Liability					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Broad Form PD					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		CA10006024200	08/25/2020	08/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCO10006024300	08/25/2020	08/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
						Limit Per Schedule
C	Inland Marine -Equipment Floater		45467963EUC	08/25/2020	08/25/2021	Leased/Rented \$ 200,000

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

Project: Drainage Improvements for SW 50th Street & SW 182nd Terrace
IFB No. 21-007

CERTIFICATE HOLDER**CANCELLATION**

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

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED RG Underground Engineering, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Pollution Liability Coverage Effective 5/27/2021-22 Policy # SF21ECPU00172NC Carrier: Navigators Specialty Insurance Company
Limits \$ 1,000,000/\$ 2,000,000

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

APPENDIX X
44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

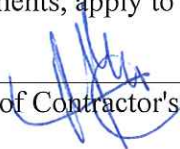
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, RG Underground Engineering, Inc, certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ricardo Gonzalez / President

Name and Title of Contractor's Authorized Official

6/15/21

Date

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

APPENDIX Y
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
IFB NO. 21-007

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

BIDDER: RG Underground Engineering, Inc

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and RG Underground Engineering, Inc (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action

against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (though the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1626260

Approved by:

E-Verify Employer Agent Employer RG Underground Engineering, Inc	
Name (Please Type or Print) Ricardo Gonzalez	Title
Signature Electronically Signed	Date 01/11/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/11/2021

Company ID Number: 1626260

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	RG Underground Engineering, Inc
Company Facility Address	14375 SW 120 St Ste 104 MIAMI, FL 33186
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	264747215
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 1626260

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
---------	-----------

Company ID Number: 1626260

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Ricardo Gonzalez
Phone Number	(305) 386 - 6293
Fax Number	(305) 386 - 5241
Email Address	office@rgunderground.com

DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE
BID/CONTRACT NO.: IFB 21-007

SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies that:

- a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the contract, the vendor, owners, or principals will immediately notify the Town in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.


(Authorized Signature)

Ricardo Gonzalez / President

(Print Name and Title)


RG Underground Engineering, Inc

(Name of Firm)

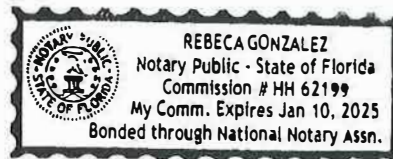
STATE OF FL)
) SS.
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, 15 day of June, 2021, by Ricardo Gonzalez who is personally known to me or who has produced _____ as identification and who ☐ did ☐ did not take an oath.

NOTARY PUBLIC:


(Signature)
Rebeca Gonzalez
(Print Name)

SEAL



My commission expires: 1 / 01/25

Ron DeSantis, Governor



Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

GONZALEZ, RICARDO

RG UNDERGROUND ENGINEERING INC

14375 SW 120 ST

UNIT 104

MIAMI

FL 33186

LICENSE NUMBER: CUC1224867

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: RG UNDERGROUND ENGINEERING INC

Receipt #: 189-235161
Business Type: ALL OTHER TYPES CONTRACTOR
(CERT UNDERGR & EXCAV CNTR)

Owner Name: RICARDO GONZALEZ
Business Location: 14375 SW 120 ST #104
MIAMI DADE COUNTY
Business Phone: 305-386-6293

Business Opened: 08/05/2010
State/County/Cert/Reg: CUC1224867
Exemption Code:

Rooms Seats Employees Machines Professionals
4

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

RG UNDERGROUND ENGINEERING INC
14375 SW 120 ST #104
MIAMI, FL 33186

Receipt #WWW-19-00204926
Paid 08/20/2020 27.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

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Exemption Code:

Rooms Seats Employees Machines Professionals
4

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-19-00204926
Paid 08/20/2020 27.00

October 29, 2020

RICARDO GONZALEZ
RG UNDERGROUND ENGINEERING, INC.
14375 SW 120th St
Unit 104
Miami, FL 33186

Approval Date: October 21, 2020 - Small Business Enterprise - Construction (SBE-Con)

Expiration Date: October 31, 2023

Dear **RICARDO GONZALEZ**,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise - Construction (SBE-Con). The Small Business Enterprise (SBE) programs are governed by sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes.

This Small Business Enterprise - Construction (SBE-Con) certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date, October 21, 2021. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three-year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years' certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <http://www.miamidade.gov/smallbusiness/certification-lists.asp>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,



Claudious Thompson, Section Chief
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NAICS 236115: NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236116: NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236117: NEW HOUSING FOR-SALE BUILDERS
NAICS 236118: RESIDENTIAL REMODELERS
NAICS 236210: INDUSTRIAL BUILDING CONSTRUCTION
NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 237120: OIL AND GAS PIPELINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 237130: POWER AND COMMUNICATION LINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 237210: LAND SUBDIVISION

NAICS 237310: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
NAICS 237990: OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION
NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS
NAICS 238120: STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS
NAICS 238910: SITE PREPARATION CONTRACTORS
NAICS 238990: ALL OTHER SPECIALTY TRADE CONTRACTORS

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Southwest Ranches Council
Mayor Steve Breitkreuz
Vice Mayor Bob Hartmann
Jim Allbritton
David S. Kuczenski
Gary Jablonski



Town Administrator
Andrew Berns

INVITATION FOR BIDS

IFB No. 21-007

Town of Southwest Ranches
is seeking bids for:

DRAINAGE IMPROVEMENTS FOR SW 50th STREET AND SW 182nd TERRACE

Date issued/available for distribution: May 14, 2021

Bidder shall submit ONLINE using the Demandstar.com E-bidding platform at www.Demandstar.com. The complete submittal must be received by the Office of the Senior Procurement and Budget Officer no later than **Tuesday June 15, 2021, at 11:00 a.m. local time**. See Section 1.7 for mailing instructions.

Non-Mandatory Pre-Bid Conference: Tuesday May 25, 2021, at 11:00 a.m. local time. See Section 1.3, of this IFB for information on the Pre-Bid Conference.

CAUTION

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

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

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

NOTICE TO CONTRACTORS

Bids will be received by the Town of Southwest Ranches, Florida ("Town"), via DemandStar.com E-bidding, until 11:00 a.m., local time, and opened on **Tuesday June 15, 2021, at 11:00** a.m., local time, for all material, labor, equipment and supplies necessary for the:

IFB 21-007 DRAINAGE IMPROVEMENTS FOR SW 50th STREET AND SW 182nd TERRACE

To better manage document disbursement for the bid process, the Town will make bid documents available on the Southwest Ranches Procurement Department's website which can be accessed at:

<http://southwestranches.org/procurement>

To review the bid documents for this project, go to the above URL and click on the project hyperlink. The documents for this project are also available at Demandstar.com. Contractors may then download and print the bid documents or contact Venessa Redman at (954) 343-7467 or e-mail at vredman@southwestranches.org.

All bids shall be submitted in accordance with General Provision Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Non-Mandatory Pre-Bid Conference will be held on **Tuesday May 25, 2021, at 11:00 a.m.** local time, via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the Demandstar.com E-Bidding Platform

Bids requested shall be set forth in the Bid and the Bid Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Bidder shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Bidder does not have a written non-discrimination policy, Bidder shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.31, of the Invitation for Bids.

The Town reserves the right to reject any or all bids.

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Invitation for Bids (“IFB”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (“Town”), by and through its Senior Procurement and Budget Officer Department (“Department”). The Department is the SOLE point of contact concerning this IFB. All communications regarding this IFB must be done through the Department (See Section 1.7).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting bids from qualified and experienced firms for all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable from the Contract Documents for proper completion of the project consisting of excavation, clearing, construction and retrofit of drainage pipe, jetting and vacuuming of drainage structures and associated grates, erosion control measures, swale re-grading, street and driveway restoration, and installation of sod.

The Substantial Completion of the Project shall occur no later than **sixty (60) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **ninety (90) calendar days** from date of issuance of the Notice to Proceed.

1.3 NON-MANDATORY PRE-BID CONFERENCE

The Non-Mandatory Pre-bid Conference will be held via Microsoft Teams Meeting, the link is accessible on the Town website calendar, and the Demandstar.com E-Bidding Platform on **Tuesday May 25, 2021, at 11:00 a.m. local time.**

There will be a Town representative available to answer questions relative to this IFB; however, bidders should not rely on any oral representations, statements, or explanations other than those made by this IFB or a formal Amendment to the IFB. Any questions or comments arising subsequent to the Pre-bid Conference must be presented, in writing, to the Contact Person (See Section 1.7) prior to the date and time stated in the Timetable (See Section 1.5).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days’ notice.

1.4 QUALIFICATIONS OF BIDDERS

All bidders to this IFB shall have demonstrated experience in on-site excavation, clearing, construction and retrofit of drainage pipe, jetting and vacuuming of drainage structures and associated grates, erosion control measures, swale re-grading, street and driveway restoration, and installation of sod.

1.5 TIMETABLE

The anticipated schedule and deadline for this IFB is as follows:

Activity	Date, Time and Location
IFB available for download on website	On or about: Friday, May 28, 2021 , at: http://southwesttranches.org/procurement or Demandstar.com
Non-Mandatory Pre-Bid Conference	11:00 a.m. local time, on Tuesday May 25, 2021 , via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the Demandstar.com E-Bidding Platform
Deadline for Submission of Written Comments/Questions	10:00 a.m. local time, Wednesday June 2, 2021 , at the Office of the Senior Budget and Procurement Officer, via e-mail to vredman@southwesttranches.org
Response to Written Comments/Questions	4:00 p.m. local time, Wednesday June 9, 2021
Deadline for Submission of Bids	11:00 a.m. local time, on Tuesday June 15, 2021 , via DemandStar.com E-bidding
Public Opening	11:00 a.m. local time, on Tuesday June 15, 2021 , via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the Demandstar.com E-Bidding Platform
Award Date	To be Determined

1.6 BID SUBMISSION

It is anticipated that bids will be opened at 11:00 a.m., via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the Demandstar.com E-Bidding Platform on **Tuesday June 15, 2021**.

All bids must be submitted electronically via DemandStar E-bidding no later than 11:00 a.m. local time on **Tuesday June 15, 2021**.

The Bid Response Forms, included in the appendix, must be signed by an officer of the proposing entity or other authorized person.

The submission of a signed bid by a bidder will be considered by the Town as constituting a legal offer by the bidder to provide services required by this IFB at the proposed price identified therein.

No bids will be accepted after the deadline for submission of bids or at any location other than the location designated in this IFB.

Facsimile or email submittals will NOT be accepted. Bids received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is delivered or received will be resolved against the Bidder.

1.7 CONTACT PERSON

The individual designated as the “Contact Person” for the IFB is:

Venessa Redman, Senior Procurement and Budget Officer
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954 343-7467
Fax: 954 434 1490
Email: vredman@southwestranches.org

1.8 PROCUREMENT CODE

Article IX of the Town’s Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the Town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.9 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this IFB between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and the Town Council members, Town’s professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town’s selection or evaluation committee. See Article IX, Sec. 2 208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this IFB and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the bidder from further consideration. Discovery of a violation after an award by a particular bidder shall render any IFB award to said bidder voidable by the Town, and in the Town’s sole discretion.

1.10 PUBLIC OPENING

A public opening, of bids, will take place on **Tuesday June 15, 2021**, at 11 a.m. local time via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the Demandstar.com E-Bidding Platform

The identity of the Bidders shall be read aloud. However, no additional information set forth in the bid shall be made public until the time of a notice of an “Intended award” or 30 days from the Bid Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of bids, the Town will look for any unbalanced bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award a Contract to the lowest, responsive, and responsible Bidder in accordance with the terms of this IFB and the Town’s Procurement Code.

In the award of a Contract pursuant to this IFB, the services shall be provided on a “non-exclusive” basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town’s discretion.

1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e mail, or U.S. Mail no later than **Wednesday June 2, 2021** to the address listed in this IFB Timetable (See Section 1.5) or e mail address listed for the Contact Person (See Section 1.7). The request must contain the bidder’s name, address, phone number, facsimile number, and e mail address.

Changes to this IFB, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of bids. Bidders should not rely on any representations, statements, or explanation other than those made by this IFB or in any Amendment to this IFB. Where there appears to be a conflict between this IFB and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this IFB will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at <http://southwestranches.org/procurement/>.

It is the sole responsibility of bidders to routinely check for any Amendments that may have been issued prior to the deadline for submission of bids. Town shall not be responsible for the completeness of any IFB package not downloaded from this website or purchased directly from the Department. A bidder may verify with the designated Contact Person (See Section 1.7) that bidder has received all Amendments to this IFB prior to the submission of its bid.

1.12 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this IFB are being provided solely as an accommodation and for informational purposes only,

and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any bidder to examine, inspect and be completely knowledgeable of the terms and conditions of the IFB, or any other relevant documents or matters, shall not relieve the selected bidder from fully complying with this IFB.

The Town reserves the right to reject all or any portions of any bid, to reject all bids, to waive any informality, non-material irregularity or technicality in any bid, to re advertise for bids, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein are for bid purposes only and, will be used for tabulation and presentation of the Bid. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

1.13 NOTICE TO PROCEED

It is recommended that Contractor attend a non-mandatory pre-bid conference (See Section 1.5).

Contractor shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until contractor submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. The receipt of all necessary building and regulatory permits by contractor, if any, is a condition precedent to the issuance of a Notice to Proceed. Contractor warrants to the Town that it shall expeditiously apply for all building permits and shall thereafter, diligently and continuously perform such work to achieve Substantial Completion and Final Completion, within the times set forth in the Agreement (See Exhibit "A"). To the extent set forth in the Agreement, the Town may, in its sole discretion and at its option, elect to impose liquidated damages or actual damages, whichever is greater, for failure to complete the work within the timeframe required (See Exhibit "A").

Contractor shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to timely perform the work in accordance with the schedule included in the Agreement. If contractor falls behind the progress schedule, Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of work as may be required, at no additional cost to the Town.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Bidders guarantee their commitment, compliance, and adherence to all requirements of this IFB by submission of their bids.

2.2 MODIFIED BIDS

Bidders may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for submission of bids specified in the IFB Timetable (See Section 1.5). The Town will only consider the latest bid submitted.

2.3 WITHDRAW OF BID

A bid may be withdrawn, only by written notification to the Town, prior to the opening of bids. (See Section 1.5). After the opening of bids, they shall be irrevocable for a period of one hundred twenty (120) days. Unless withdrawn, as provided in this subsection, a bid shall be irrevocable until the time that a Contract is awarded. Bidders who unilaterally withdraw a bid without permission of the Town before 90 days have elapsed from the date of the opening of bids may be debarred and are subject to forfeiture of the Bid Security.

2.4 LATE BID, LATE MODIFIED BID

Bids and/or modifications to bids received after the deadline for submission of bids specified in the IFB Timetable (See Section 1.5) shall not be considered.

2.5 IFB POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this IFB to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all bids; commence a new solicitation process; postpone or cancel this IFB process; and/or waive any non-material irregularities in this IFB or the bids received as a result of this IFB. In addition, the Town of Southwest Ranches Council may reject any bid prior to award.

Failure on the part of the awarded Bidder to comply with the terms of this IFB, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Bid security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Bidder, or to re advertise the project, in its sole discretion when deemed to be in the best interests of the Town.

2.6 COSTS INCURRED BY BIDDERS

All expenses incurred with the preparation and submission of bids to the Town, or any work performed in connection therewith, shall be borne by the bidder.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, bids will be available for public inspection after the opening of bids, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.8 RIGHT TO PROTEST

For purposes of this IFB, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this IFB by reference (“Bid Protest”). By responding to this IFB, all bidders agree that the Bid Protest procedures set forth in the Code are applicable to this IFB and shall comply with said procedures.

Any bidder may protest any recommendations for award of the Contract in accordance with Protest Procedures by submitting a written protest to the Senior Procurement and Budget Officer within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Senior Procurement and Budget officer at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Bidder’s facilities to determine their capability of meeting the requirements for this IFB and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Bidder, including the financial position, experience, staffing, equipment, materials, references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.10 AWARD

The Town intends to award a contract to the lowest, responsive, and responsible Bidder whose bid meets the requirements of this IFB, and in accordance with the Town’s Procurement Code.

2.11 WRITTEN CONTRACT

The successful Bidder shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this IFB, the accepted Bid, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this IFB. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.12 ASSIGNMENT

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

2.13 CANCELLATION

Failure on the part of the awarded Bidder to comply with the terms of this IFB, to execute and deliver any required Contract Documents, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Bidder with the next highest ranking by the selection committee, or to re advertise the IFB in its sole discretion whenever deemed in the best interests of the Town.

2.14 RELATION TO PARTIES

It is understood and agreed that nothing contained in this IFB or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.15 COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this IFB and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.16 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

2.17 INDEMNIFICATION

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

2.18 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the this IFB or any Contract awarded.

2.19 DEFAULT PROVISION

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

2.20 GOVERNING LAW

The validity of this IFB and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this IFB or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.21 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this IFB. Any default under this IFB shall subject Bidder to liability for any and all damages to Town caused thereby. Bidder agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.22 REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform, and Contractor shall have fourteen (14) days to cure such failure, or such time as set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall

also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

2.23 PUBLIC RECORDS LAW

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

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

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

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

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

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

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

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this IFB. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

2.24 CONTRACT PROVISIONS (EXHIBIT "C")

2.24.1 Agreement. The selected bidder will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "C"), subject to negotiated exceptions.

2.24.2 Authorization to Sign. In addition to executing the Agreement, the selected bidder will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected bidder is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected bidder is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.25 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Bidder, his agents, subcontractors, or any person the Bidder utilizes in the completion of his contract. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.26 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected bidder to provide certified copies of all insurance policies specified in the Agreement (Exhibit “C”). The selected bidder shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit “C”). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town’s review or acceptance of insurance maintained by the selected bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected bidder under the Agreement.

2.27 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated “A-” or better per A.M. Best’s Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the bidder and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Bidders are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town’s insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a bid protest or sue the Town by virtue of such cancellation or rescission.

2.28 SECURITY AND BONDING REQUIREMENTS

2.28.1 Bid Security. Simultaneous with the delivery of an executed Bid to the Town, Bidders shall furnish a Bid Security in an amount equal to five percent (5%) of the total gross amount of the bid. The Bid Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's Check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Bid Security with the Bid at the time of Bid opening shall automatically disqualify the Bidder as non-responsive.

2.28.2 Performance and Payment Bonds. Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to Town the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each Bond shall be with a surety company that is qualified pursuant to Section 2.28.5. Each Bond must name "Broward County" as an additional obligee.

Simultaneous with the delivery of the executed contract form, the Contractor shall furnish to the Town executed Performance and Payment Bonds each in the amount equal to one hundred percent (100%) of the Contract value, as security for the faithful and timely performance of the Work under the Contract and for the payment of all persons furnishing labor, materials, services, and/or equipment in connection with the Work. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants (as defined by section 713.01, Florida Statutes) for all labor, materials, services, and equipment used directly or indirectly, or reasonably required for use, in the performance of the contract, and shall fully indemnify and save harmless the Town and its agents for all costs and damages it may suffer by reason of Contractor's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Bonds shall be in a form acceptable to the Town and as prescribed by section 255.05, Florida Statutes.

2.28.3 Qualifications of Surety. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and the Bidder shall provide satisfactory evidence to document such fulfillment. For all Bid Bonds, Performance Bonds, and Payment Bonds over \$500,000.00:

- a. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.
- b. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of

the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide the Town with evidence satisfactory to the Town that such excess risk has been protected in an acceptable manner.

- c. A surety company that is rejected by Town may be substituted by the Bidder or proposer with a surety company acceptable to Town, but only if the bid amount does not increase.
- d. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:
- e. For projects that do not exceed \$500,000.00, Town may accept a Bid Bond, Performance Bond, and Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

Amount of Bond	Policy Holder's Ratings
500,001 to 1,500,000	A- III
1,500,001 to 2,500,000	A, VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,001	A IX

The Certificate and Affidavit so certifying should be submitted with the Bid Bond, Performance Bond, and Payment Bond.

- f. More stringent requirements of any grantor agency may be set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

2.28.4 Duration of Bonds. The Performance Bond shall guarantee all work and materials furnished under the Contract including losses resulting from defects in the materials or improper performance of Work under the Contract that may appear or be discovered during performance of

the Work or during any applicable warranty period after completion of all Work, and for latent defects, during the time periods set forth in section 95.11(3)(c), Florida Statutes. The Payment Bond shall stay in effect until the time required by section 255.05, Florida Statutes, for the making of claims under such Bond, or when all claimants submitting valid claims have been paid, whichever is later.

Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond provided to ensure that Contractor will, upon notification by Town, correct any defective or faulty work or materials that appear within one (1) year after Final Completion of this Contract.

2.28.5 Non-compliance. An awarded Bidder's failure to timely deliver an executed Contract, and any Performance Bond, Payment Bond, and Insurance Certificates required by the terms of this Invitation for Bids, all in forms acceptable to the Town, shall result in the cancellation of any Contract and the Bidder's forfeiture of any and all bid securities.

2.28.6 Record Bonds. Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide the Town with evidence of such recording.

2.28.7 Alternate Forms of Security. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of Town and for same purpose; and shall be subject to the same conditions as those applicable above, and shall be held by the Town for one (1) year after completion and acceptance of the Work.

2.29 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any bidder by virtue of this IFB or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a bidder, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.30 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

2.30.1 No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

2.30.2 Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Contract. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Contract, which shall permit Town to terminate this Contract or exercise any other remedy provided under this Contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

2.30.3 Contractor will meet the required CBE or SBE goal by utilizing the CBE or SBE firms listed in Exhibit __ (or a CBE/SBE firm substituted for a listed firm, if permitted) for ____ percent (0%) of total Services under this Contract (the "Commitment").

2.30.4 In performing the Services, Contractor shall utilize the CBE or SBE firms listed in Exhibit __ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Contract by Town, Contractor shall enter into formal contracts with the CBE or SBE firms listed in Exhibit __ and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

2.30.5 Each CBE or SBE firm utilized by Contractor to meet the CBE or SBE goal must be certified by OESBD. Contractor shall inform Town immediately when a CBE or SBE firm is not able to perform or if Contractor believes the CBE or SBE firm should be replaced for any other reason, so that OESBD can review and verify the good faith efforts of Contractor to substitute the CBE or SBE firm with another CBE or SBE firm. Whenever a CBE or SBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE or SBE firm in order to meet the CBE or SBE goal, unless otherwise provided in this Contract or agreed to in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE or SBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify OESBD, and OESBD may adjust the CBE or SBE goal by written notice to Contractor. Contractor shall not terminate a CBE or SBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

2.30.6 The Parties stipulate that if Contractor fails to meet the Commitment, the damages to Town arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Town liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Town, such liquidated damages amount shall be either credited against any amounts due from Town or must be paid to Town within thirty (30) days after written demand. These liquidated damages shall be Town's sole contractual remedy for Contractor's breach of the Commitment but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Town, or inability to substitute a CBE or SBE Subcontractor where the OESBD Program Director has

determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

2.30.7 Contractor acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify Town in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify Town of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

2.30.8 OESBD may modify the Commitment in connection with any amendment, extension, modification, change order, or Work Authorization to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Contract price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE or SBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

2.30.9 Contractor shall provide written monthly reports to the Contract Administrator and to the Director of OESBD attesting to Contractor's compliance with the Commitment. In addition, Contractor shall allow Town and OESBD to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining Contractor's contractual and CBE or SBE obligations. The Contract Administrator or OESBD shall perform such review and monitoring.

2.30.10 The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE or SBE firm shall not preclude Town or its representatives from inquiring into allegations of nonpayment.

2.31 SUPPLEMENTAL WAGE REQUIREMENTS

2.31.1 The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.

2.31.2 All mechanics, laborers, and apprentices employed or working on the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.

2.31.3 If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator

shall submit the question, together with its recommendation, to the Town Administrator for final determination, which shall be binding.

2.31.4 In the event the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to Town for any all costs incurred by Town to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

2.31.5 Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

2.31.6 Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

2.31.7 The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by this Contract.

2.31.8 If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2.32 DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Contract is exempt under Section 16½-157(c), Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157, Broward County Code of Ordinances, for the duration of this Contract, and the contract language referenced in Section 16½-157 is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling Town to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor from doing business with Town.

2.33 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit (“DOIA”) must be completed on behalf of any individual or business entity that seeks to do business with the Town when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected bidder shall submit a completed DOIA within a reasonable time, as requested. If the selected bidder fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.34 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their bids, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.35 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Bidder shall complete the attached Sworn Statement on Public entity Crimes and submit it with its bid.

2.36 PROGRESS PAYMENTS

Contractor may make an application for payment (“Application for Payment”), at intervals of not more than once a month, for Work completed during the Project. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed by such Subcontractors during the Project. Contractor’s applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by the Contract

Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Contract Administrator as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B). Each Application for Payment shall be submitted in triplicate to Contract Administrator for approval as follows:

(Insert name and address of individual to receive the Pay Application)

Rod Ley, Public Works Director/Town Engineer

13400 Griffin Rd, Southwest Ranches, FL 33330

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified hereinbefore, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that the Town determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, the Town shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten business days after the corrected Application for Payment is stamped as received. Any dispute between Town and Contractor shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

Town may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator. Any interest earned on retainage shall accrue to the benefit of Town.

Town may withhold, in whole or in part, payment with respect to any Application for Payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or the Town relating to Contractor's performance.

- C. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- D. Damage to another contractor not remedied.
- E. Liquidated damages and costs incurred by Contract Administrator for extended construction administration.
- F. Failure of Contractor to provide documents required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any withheld payment shall be made to the extent otherwise due.

2.37 PROJECT RECORDS AND RIGHT TO AUDIT

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

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

Town and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. The Town and Broward County may conduct such audit or review at Contractor's place of business, if deemed appropriate by Town or Broward County, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate workspace for such review. Contractor shall provide the Town and Broward County with reasonable access to Contractor's facilities, and the Town and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In

addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subconsultants, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract
- b) Compliance with the Town's code of ethics
- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to Town, in order to facilitate efficient use of Town resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this article.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment reliant upon such entry.

If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to Town of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of the audit conducted by Town, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by Contractor to Town or Broward County (as applicable), along with any required adjustments for the overpricing or overcharges. Any adjustments or payments due as a result of any such audit or inspection shall be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of the audit findings to Contractor.

SECTION 3 BID REQUIREMENTS

3.1 BID FORMAT AND CONTENT

3.1.1 Format. The electronic copy of the bid should be submitted via DemandStar E-bidding. Bids should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

3.1.2 Technical Bid. Bids must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a bidder to provide the required information is considered sufficient cause to deem the bid non-responsive.

Bidders must use the Bid form(s) furnished by the Town and included in the appendix of the IFB. Failure to do so may cause the Bid to be rejected. Removal or replacement of any of the Bid documents may invalidate the Bid.

All items should be submitted as a part of the bid prior to the deadline for submission of bids (See Section 1.5); however, if the item(s) marked by an asterisk (*) are omitted, the bidder must submit such item(s) upon request from the Department within a time frame specified by the Department (normally within two (2) business days of request) or the bid shall be deemed non-responsive. All other items must be submitted with the bid or it shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all bidders, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any bidder who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any minor irregularity relating to the bid. Upon request, it shall be the responsibility of the bidder to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause to deem the bid non-responsive.

A set of tabs to identify each section of the bid should be inserted to facilitate quick reference. Each section of the bid should be clearly labeled using the paragraph headings set forth below.

3.2 BID SCHEDULE

Each bidder shall submit a completed Bid Schedule, included as Appendix "B". Pricing in the Bid Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules and plans, all addenda, if issued.

Bidder warrants that the prices, terms and conditions quoted in the Bid Schedule will be firm for a period of one hundred twenty (120) days from the date of the bid opening. If there is a

discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the Bidder from performance of the Contract at the Bid price.

SECTION 4 SPECIAL PROVISIONS

4.1 REGULATED SUBSTANCE USE REQUIREMENTS

"Best Management Practices" for the Construction Industry

The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, ground waters, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

Each contractor shall familiarize themselves with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

Upon completion of construction, all unused and waste Regulated Substance and containment systems shall be removed from the construction site by the responsible contractor and shall be disposed of in a proper manner as prescribed by law.

4.2 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

The lump sum price shall not include the cost for any permit fees except the cost of a permit fee for a dewatering permit, if applicable. If any other permit fees are required for any work, the Owner will pay the actual cost of said permit directly or as an extra to the Agreement. The Contractor shall be responsible to pay any dewatering permit fees under the lump sum contract price.

4.3 UTILITIES CONTACTS

Potential utility conflicts may vary with each work site. Prior to commencing work, the Contractor shall visit the work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures.

The Contractor shall notify all utilities servicing the work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-4770** to schedule marking locations of the utilities which subscribe to their service.

The Contractor shall properly maintain and protect all utilities. The Contractor shall be responsible for the cost to repair all damages to utilities caused by his operations.

Finally, the Contractor shall fully cooperate at all times with the Owners of Utility Companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

When utility installation/adjustments are included as part of the bid proposal, all utility companies reserve the right to accept or reject bid items on their part of work and perform their work by their forces or other contracted forces.

4.4 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

Utility lines in the Project area have been shown on the Plans. However, the Town does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.

Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be

entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. Town reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. The Town's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

4.5 PROSECUTION OF THE WORK

The Contractor will be required to maintain within the Town, at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of these specifications. After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within five (5) working days and shall efficiently prosecute the work with adequate personnel and equipment until final completion, within thirty (30) calendar days after the date of Substantial Completion or no later than ninety (90) days from the issuance of the Notice to Proceed. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a work order basis and in the amounts shown in Section 2.4.2 of the Agreement.

4.6 MAINTENANCE OF TRAFFIC (MOT)

The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) and the Manual of Uniform Traffic Control Devices (MUTCD) at all times.

If the Contractor proposes to impact any local traffic as a result of any construction activities associated with this project, he shall be required to submit a Maintenance of Traffic (MOT) Plan to SBDD, the Town of Southwest Ranches and the Broward County Traffic Engineering Division (BCTED) for approval, prior to starting the work.

The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) and the Town of Southwest Ranches at all times. Any impacts to local traffic shall require a Maintenance of Traffic Plan to be submitted and approved by SBDD, Town of Southwest Ranches and Broward County Traffic Engineering Division (BCTED).

4.7 STORM PREPARATION

The Contractor shall be required to secure or remove from the site, prior to a named storm event, any materials or equipment which could cause bodily injury, damage to the work, the Owner's installations and/or public or private property. Site excavations shall be required to be secured and/or backfilled. The Contractor is responsible for preparing for all storm events. The Contractor shall take the necessary precautions to protect the walking and motoring public from harm due to construction activity. Contractor shall maintain storm water and drainage flow as may be required

to prevent adverse effects of storm water which would normally flow through the existing and proposed facilities. The Contractor will not be paid additional for any measures related to this item; however, a time extension may be added to the contract for the time delay.

4.8 LABORATORY AND DENSITY TESTS

All material, laboratory and density tests required for compliance with these specifications shall be performed by an independent testing laboratory under contract to and as directed by the Contractor and acceptable to the Owner and Engineer.

Contractor shall be responsible for arranging and obtaining and shall pay all costs associated all material, laboratory and density tests required for compliance with these specifications and required for Owner's and Engineer's acceptance of the Work.

4.9 COMPLAINTS

The Contractor recognizes that its work activities may generate complaints from adjacent property owners and property owners in the vicinity of the Project. The Contractor agrees that should such complaints be forwarded to the Contractor, whether by the Owner or otherwise, the Contractor will respond in an appropriate manner within 24 hours. The Contractor further agrees that if the Contractor receives complaints from any entity other than the Owner, it will notify the Owner, in writing, of the complaint within 24 hours.

SECTION 5 GENERAL PROVISIONS

5.1 DEFINITIONS

ADDENDA Written or graphic instruments which clarify, correct or revise the bidding documents or the Contract Documents for Invitation for Bid 21-007.

BID The offer or proposal to perform all services required in Invitation for Bid 21-007.

BOND Bid, performance and payment bonds which guarantee performance of obligations specified in the Contract.

CHANGE ORDER A document prepared by the Town, which amends the scope of services, scheduling or pricing within the executed Contract.

CONSTRUCTION CHANGE DIRECTIVE A written order prepared by the Town, directing a change in the work, scheduling, and/or pricing of the services required under the Contract.

CONTRACT The written agreement between Town and Bidder whose bid has been accepted, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

CONTRACT DOCUMENTS The Contract, as well as all Exhibits, the IFB, the Contractor's Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents".

CONTRACT PRICE The monies payable by Town to the Contractor under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

CONTRACTOR The successful bidder with whom Town has entered into a Contract with for performance of the Work.

DAY Shall mean calendar day, unless otherwise specified.

DEFECTIVE WORK Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT The latest execution date of the Contract.

FINAL COMPLETION Work completed in compliance with industry standards, contract provisions, and passed final inspection.

PROJECT on-site excavation, clearing, construction and retrofit of drainage pipe, jetting and vacuuming of drainage structures and associated grates, erosion control measures, swale re-grading, street and driveway restoration, and installation of sod, as defined in IFB 21-007.

SUBSTANTIAL COMPLETION is defined as the date upon which the last of all the following events have occurred:

- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Restoration of all utilities to operational status;
- (iii) All Work has been completed; and
- (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

TOWN Town of Southwest Ranches, Florida

WORK The scope of services required to complete the on-site excavation, clearing, construction and retrofit of drainage pipe, jetting and vacuuming of drainage structures and associated grates, erosion control measures, swale re-grading, street and driveway restoration, and installation of sod, as defined in IFB 21-007.

5.2 APPLICABLE CODES

A. General

All construction and materials shall conform to the standards and specifications of the South Broward Drainage District (SBDD), Town of Southwest Ranches, Broward County Traffic Engineering Division (BCTED), South Florida Water Management District (SFWMD) and all other local and national codes where applicable.

B. Construction Safety

All construction shall be done in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

C. Trench Safety Act

Contractor shall be solely responsible for compliance with the State of Florida Trench Safety Act, Florida Statutes Section 560, etc. No trenches shall be left open overnight or during weekends.

D. Survey Data

All elevations on the plans or referenced in the specifications are based on the North American Vertical Datum of 1988 (NAVD).

5.3 EXISTING IMPROVEMENTS AND LANDSCAPING

A. All trees, shrubs and other vegetation that must be removed to perform the work under this contract shall be disposed of off-site in a legal manner.

B. All fences that are removed must be reinstalled or replaced with the same type (thickness, color, material, size, etc.) of fence as was removed unless noted as removal only.

C. All wood, plastic, paper, metal and vegetation removed from the site shall be disposed by the Contractor outside the boundaries of this project in accordance with all applicable environmental regulations.

D. Irrigation systems and existing utility lines encountered by the Contractor are to be protected. Any damage to any irrigation system or existing utility line shall be repaired by the Contractor at his own expense.

E. All mailboxes, entry gate access/call boxes or decorative entry features that are removed or disturbed during construction must be reinstalled or replaced with the

same type (thickness, color, material, size, etc.) of item as was removed unless noted as removal only.

5.4 CONTRACTOR'S PRECONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of Notice of Award, the Contractor shall arrange a preconstruction conference with the Owner.
- B. The Contractor shall obtain a Sunshine Certification Number at least 48 hours prior to beginning any excavation. The Contractor shall be responsible for damage to any existing utilities for which he fails to request locations. He shall also be responsible for damage to any existing utilities for which he requests locations. The Contractor is to provide Certification number to the Owner prior to commencing any work.
- C. Utility lines in the Project area have been shown on the Plans. However, Town does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.
- D. Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.
- E. The Contractor shall verify the size, location, elevation and material of all existing utilities within the area of construction. If upon excavation, an existing utility is found to be in conflict with the proposed construction or to be of a size or material different from that shown on the Plans; the Contractor shall immediately notify the Owner. The Contractor shall hand dig in the vicinity of the existing irrigation or utility lines to minimize the potential for damage to those pipes.
- F. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

- G. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. Town reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. The Town's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.
- H. The Contractor shall be responsible for damage to any existing utilities, piping, etc. shown on the drawings, or for which he fails to request locations from the utility owner. He is responsible as well for damage to any existing utilities/piping that is properly located.
- I. Temporary Utilities – it shall be the Contractor's responsibility to arrange for or supply temporary water services, sanitary facilities, electricity, phones, etc. to his employees and subcontractors for their use during construction.
- J. Staging Area – the Contractor shall be able to make use of the right-of-way area for staging of equipment and materials. It shall be the Contractor's responsibility to properly secure the staging area and to maintain the staging area in a neat and orderly manner. The Owner shall not be responsible for any damage, theft, displacement, or other incidents that may occur in the staging area or project site.
- K. The Contractor shall obtain approval from private property owners for the locations and use of all other staging areas or construction traffic access routes, beyond those areas identified in the contract documents.

5.5 SURVEYS, LINES AND GRADES

The Contractor shall furnish all original and replacement surveys necessary for construction of the project, including detailed stake-out, line and grade stakes, and bench marks as required.

Prior to beginning construction, the Contractor shall provide the Owner with all information related to the survey bench mark(s) to be used by the Contractor including: location, source and identification number.

Contractor shall provide documentation of reference points being used for construction and confirmation that they are correct.

The Contractor shall not rely on scaling or measurements of line work, symbols, etc. on AutoCAD files or other computer files provided by the Owner or Engineer. The Contractor or Contractor's Surveyor shall perform all required calculations, reviews, confirmations and other office work necessary to properly lay-out and/or as-built the project in accordance with the Contract Documents.

As-built surveys shall be performed by a surveyor under contract to the Contractor. All as-built surveys that reflect work performed in accordance with the Contract Documents shall be included in the lump sum contract price. There will be no separate payment for providing the required stake-out, line and grade, benchmarks, as-built drawings or other surveying work.

5.6 INSPECTIONS

The Contractor shall notify SBDD (954) 680-3337 at least 24 hours prior to the inspection of the following items:

- A. Placing RCP: Bedding, pipe joints and backfill are to be inspected (including density tests).
- B. Drainage structures: Type C and Type D inlets, 5' diameter manholes, PRB, headwall, and concrete aprons.
- C. Lamping: All piping is to be lamped, as determined by the SBDD Inspector.
- D. Grading: Site grading and swale grading shall be approved prior to sodding.
- E. Restoration, including asphalt, asphalt driveways and concrete driveway restoration.
- F. Final: Participate with the Owner and SBDD in a Final Inspection of all work performed.

5.7 SHOP DRAWINGS

- A. Prior to their construction or installation, shop drawings shall be submitted to and reviewed by the Owner for pipe material, drainage structures, PRBs, and all other project components as appropriate or as directed by the Owner.
- B. Prior to submitting shop drawings to the owner, the Contractor shall review and approve the drawings and shall note in red, any deviations from the plans and specifications.

5.8 PROJECT SITE

- A. During construction the project site, staging area, construction traffic routes, and all adjacent areas shall be maintained in a neat and clean manner. Upon final clean-up, the project site shall be left clear of all surplus material or trash and the paved areas shall be swept broom clean and washed down as directed by Owner.
- B. The Contract Documents depict the project limits for the project. The Contractor is prohibited from entering, encroaching upon or storing material on any property outside the project limits or approved staging area without the express written permission of the affected property owner(s).

- C. The Contractor shall restore all damages to existing wetlands, uplands, rights-of-way, easements, private properties, South Broward Drainage District facilities and surface and underground facilities resulting directly or indirectly from his construction operations to a condition equal to or better than the condition existing prior to work.
- D. The Contractor shall restore or replace, when and as directed by Owner, any public or private property damaged or altered by his work, equipment, employees or those of his subcontractors to a condition at least equal to that existing immediately prior to the beginning of operations.
- E. The Contractor and Owner shall perform a pre-work inspection of the project area, staging area and construction traffic routes to review and document the existing conditions. Contractor shall be responsible to perform the level of review and documentation necessary to properly and adequately document the existing pre-work conditions. The pre-work inspection shall be the basis for the Owner to determine the extent of restoration/replacement that is required under these contract documents to restore/replace the project site, staging area, construction traffic access routes, and adjacent areas to a condition at least equal to that existing immediately prior to the beginning of operations.
- F. Where material or debris has washed into, flowed into, or been placed into water bodies, lakes, ditches, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed and satisfactorily disposed of by the Contractor.
- G. No trenches shall be left open overnight or during weekends.

5.9 POLLUTION CONTROL

During the entire course of construction operations, the Contractor shall control and conduct such operations and institute maintenance procedures to prevent pollution of adjacent lands and surface waters and deposition of solids caused by either material runoff or pumped discharges from the construction area. The Contractor shall use turbidity screens or other best management practices that may be necessary to maintain water quality standards. Pollution Control measures shall apply to both the work area and the staging area, as applicable.

The Contractor shall submit a Notice of Intent to the Florida Department of Environmental Protection prior to starting construction.

The Contractor shall take all necessary measures to prevent dust and airborne sand from impacting adjacent properties. These measures may include watering and the application of calcium chloride or any other approved legal method.

The Contractor shall not receive any additional compensation for pollution control activities.

If any fines or penalties are incurred as a result of the Contractor's actions or inactions, the Contractor shall be fully and solely responsible for those fines or penalties whether they were levied against the Contractor, Owner or Engineer.

The Contractor shall apply for, secure and abide by the terms of a dewatering permit if any of his activities or those of his subcontractors warrant a dewatering permit from any government agency. The Contractor shall pay for all costs associated with the dewatering permit under the total lump sum price for the project.

If any pollution of the land or water occurs, directly or indirectly, as a result of the Contractor's work, the Owner shall have the right, but not the obligation to clean up the pollution or to hire a company to clean up the pollution and to back charge the Contractor for the cost of the clean-up. The Owner shall have the option to require the Contractor to reimburse him for the cost of such clean up or to deduct the cost from the Contractor's pay requests.

5.10 DISPOSAL OF WASTE MATERIALS AND DEBRIS

Contractor shall remove from the job site, all demolition debris, waste materials and debris resulting from his construction activities in accordance with the Contract Documents. The Contractor shall provide all means of protecting the work area and other surrounding properties from any hazardous waste by methods approved by all governmental agencies having jurisdiction.

5.11 SAFETY – LOSS CONTROL PROVISIONS

The Contractor shall be responsible for providing safe and healthful working conditions for employees of the Contractor, subcontractors, the District, or its invitees. The Contractor shall initiate and maintain an accident prevention program which should include, but is not limited to, the following: establish and supervise programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

The Contractor shall be responsible for providing first-aid services and medical care to all his employees. The Contractor shall be responsible for development and maintenance of an effective fire protection and prevention program at the job site throughout the construction, repair, alterations, or demolition work. The Contractor shall be responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is exposure to hazardous conditions, including safety belts, lifelines and lanyards.

Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damages sustained as a result of a violation of this section from the Contractor to the District and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all person and property at the project site. Employees required to handle or use toxins, caustics, and other harmful substances shall be instructed regarding the safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required. All work shall meet and be in compliance with standards and regulations set forth by Occupational Safety and Health Administration (OSHA), Florida Department of Labor and Employment Security, and any and all other appropriate federal, state,

local or District safety and health standards including, but not limited to OSHA, and the State of Florida Trench Safety Act.

The Contractor agrees that during the progress of work under the Agreement, he will, at all times, comply with the safety requirements of OSHA, Broward County, and Contractor does hereby save and hold harmless Owner, Engineer, and Owner's and Engineer's agents and employees from any liability, damages, costs, or expenses, attorneys' fees and court costs through all trial and appellate levels arising out of any injury to persons or property sustained by reason of the default or neglect of the Contractor to properly comply with any of the above safety requirements or any other applicable safety requirements and to protect the work covered by this Agreement.

5.12 PROJECT RECORD DRAWINGS

- A. The Contractor shall maintain accurate and complete records of work items completed.
- B. All required density tests for the backfill shall be provided to the Engineer prior to placing the sod.
- C. All "as-built" information submitted to the Engineer shall be sufficiently accurate, clear and legible to satisfy the Engineer and any applicable reviewing agency that the information provides a true and accurate representation of the improvements constructed.
- D. "As-built" information for the drainage improvements shall include horizontal locations and all piping and structures; rim and invert elevations; pipe lengths; bottom of structure elevations; bottom of PRB elevations; pipe crossing information; swale elevations; and all relevant physical features. "As-built" drawings shall be overlaid on the approved construction drawings.
- E. All "as-built" information shall be certified by a registered land surveyor.

5.13 TESTING

All laboratory and density tests required for compliance with these specifications shall be performed by an independent testing laboratory under contract to and as directed by the Contractor, and acceptable to the Owner.

Contractor shall be responsible for arranging and obtaining and shall pay all costs associated with laboratory and density tests required for compliance with these specifications and required for Owner's and Engineer's acceptance of the Work.

The following material and density tests shall be required:

- Two (2) density tests each for the subgrade and lime rock base material under the pavement area, asphalt driveways and concrete driveway restoration areas (total of 28 tests).

- Two (2) density tests per lift per pipe run for the backfill material over the drainage pipe.
- The cost of all laboratory and density test shall be included in the lump sum price for the project.

5.14 FINAL COMPLETION

Upon completion of Construction, the Contractor must request a substantial or final completion inspection. Payment to Contractor will be dependent upon satisfactory completion of the inspection.

5.15 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

5.16 SCOPE OF WORK

The project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable for drainage improvements for SW 50th Street and SW 182nd Terrace.

5.16.1 Earthwork

- A. Any wet excavated materials shall be drained before transporting the material on any public or private road.
- B. All roads over which fill is transported shall be swept clean of all sand, dust and rock at mid-day, the end of each day and at any other time the Owner directs such cleaning to be done, and shall also be washed down if necessary.

- B. All fill material to be placed within twenty four (24) inches of any proposed pipe on this project shall be not larger than twelve (12) inches in diameter.
- C. Backfill material for the existing drainage ditch shall be suitable material with a minimum LBR of 40.

5.16.2 Reinforced Concrete Pipe

A. Material

Reinforced concrete pipe (RCP) shall conform to ASTM C76, latest revision and shall be Class III, Wall B or C. All pipes shall have modified tongue and groove joints and have rubber gaskets unless otherwise specified.

B. Installation

1. Bedding and initial backfill over drainage pipes shall be stable sand or graded rock with no rock larger than 1 inch diameter.
2. Backfill material under paved areas shall be compacted to 98% of the maximum density as determined by AASHTO T-180.
3. Backfill material under areas not to be paved shall be compacted to 95% of the maximum density as determined by AASHTO T -180.
4. Pipe shall be constructed with a uniform grade and line.
5. Backfill material within 24 inches of the surface shall be well graded granular material well tamped in layers not to exceed 12 inches.
6. The water elevation in the trench during the placement of pipe shall not be higher than the midpoint of the pipe.
7. In the event pipe joints do not meet Florida Department of Transportation criteria, the pipe shall be removed and reinstalled or repaired at the discretion of the Owner.

C. Damaged Pipe

1. Damaged pipe shall be accepted or rejected in accordance with the criteria of the Florida Department of Transportation.
2. All damaged pipe that is to be repaired, shall be repaired in accordance with the criteria of the Florida Department of Transportation.

3. Any damaged pipe shall be repaired/replaced at the Contractor's expense.

D. Inspections

1. The final inspection shall include pumping down the pipes and maintaining that level for the duration of a lamping inspection to be conducted by the Owner's inspector.
2. The final inspection shall be considered satisfactory if, among other points, the pipes are clean. Clean shall be defined as the bottom of the culvert not containing more than 0.75 inches of mud in the bottom of the pipes.

5.16.3 Structures

A. Materials

1. All drainage structures (inlets) shall be precast concrete structures and shall be the size and type designated on the drawings. Drainage inlets shall be constructed in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 425. All drainage structures located in grass areas shall have a 12" concrete apron.
2. The Grates for the Type "C" and Type "D" drainage structures shall be a USF 6606/6607, or approved equal. The manhole lid for MH # 1 is a USF-420C "Storm" lid or approved equal.

B. Installation and Maintenance

1. The location of the drainage structures shall govern, and pipe lengths may have to be adjusted to accomplish construction as shown on the plans. There will no additional payment for any adjustment made to pipe lengths, as this is a lump sum contract.
2. Drainage inlets shall be installed in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 425.
3. Drainage inlets and yard drains in grass areas shall have 12" concrete collar (4" thick) around the entire perimeter of the grate, unless otherwise noted on the plans.
4. All inlets and pipes shall be protected during construction to prevent siltation in the drainage systems by way of temporary plugs, plywood, filter fabric or plastic covers over the inlets. Prior to final

acceptance, all temporary plugs, covers, etc. shall be removed and the entire drainage system shall be cleaned of all debris.

5.16.4 Headwalls

Rip-Rap Headwall shall be constructed of sand-cement bags and pinned with rebar and shall conform to FDOT Standard Index No. 258, latest revision. The cap of the headwall shall match the cap elevation of the headwall to be connected to. Special care shall be taken to not damage the existing rip-rap wall. Filter fabric shall be placed behind the connection point of the rip-rap wall and overlap 12" each way.

5.16.5 Sod

A. Materials

1. Sod shall be argentine Bahia sod or St. Augustine sod as directed by the Town Engineer.
2. Sod shall be free of weeds, fungus, insects and disease.

B. Installation and Maintenance

1. Sodding shall be placed and maintained in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 575-3.
2. Sod shall be placed in a manner that insures that it will not slide out of position in which the Contractor places it. If necessary, sod shall be pinned.
3. All sod shall be installed flush with existing undisturbed sod.
4. A 2" layer of topsoil shall be placed below all new sod.
5. New sod should be watered daily and kept wet during the first 7-10 days. Once the sod has rooted into the soil, watering frequency should be reduced.

5.17 CHANGES IN THE WORK

Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Town's Procurement Code, as amended from time to time.

Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by Town. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Town may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as the Town deems necessary to complete the work associated with the disputed item or submit the matter in dispute to the Town Administrator as set forth in Section 31, of Exhibit "A" Agreement.

Under circumstances determined necessary by the Town, Change Orders may be issued unilaterally by the Town. During the pendency of the dispute, and upon receipt of a Change Order from the Town, Contractor shall promptly proceed with the change in the Work involved and advise the Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide the Town such updated bonds.

5.18 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Bid price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Bid and Bid Schedule are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Construction Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Bid and Bid Schedule and Contract.

5.18.1 Change Order. The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town, notifying of the occurrence giving rise to damages. Within fourteen (14) days thereafter, Contractor shall supply notice of the amount of the claim, including supporting data for direct, indirect, and consequential damages resulting from the occurrence. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

5.18.2 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways

- a. If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 5.18.7
- b. By mutual acceptance of a lump sum, which sum Contractor and Town acknowledge contains a component for overhead and profit.
- c. On the basis of the “cost of work,” determined as provided in Sections 5.18.3 and 5.18.4, plus a Contractor’s fee for overhead and profit as determined in Section 5.18.3.

5.18.3 The term “cost of work” means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 5.18.4.

- a. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by the Town and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by the Town.
- b. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers’ field services required in connection therewith. All cash discounts shall accrue to Contractor unless the Town deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to the Town. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Town, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by the Town, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. Town will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

- c. Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by the Town, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to the Town who will then determine, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.
- d. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.
- e. Supplemental costs including the following:
 - (i) All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.
 - (ii) Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.
 - (iii) The cost of utilities, fuel, and sanitary facilities at the site.
 - (iv) Cost of premiums for additional bonds and insurance required because of changes in the Work.

5.18.4 The term "cost of the work" shall not include any of the following:

- a. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 5.18.3.a, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.
- b. Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.
- c. Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.

- d. Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
- e. Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.
- f. Other overhead or general expense costs of any kind. cite in 5.18.2.c

5.18.5 Contractor's fee for overhead and profit shall be determined as follows:

- a. A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;
- b. A fee based on the following percentages of the various portions of the cost of the Work:
 - (i) For costs incurred under subsections 5.18.3.a and 5.18.3.b, Contractor's fee shall not exceed ten percent (10%).
 - (ii) For costs incurred under subsection 5.18.3.c, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
 - (iii) No fee shall be payable on the basis of costs itemized under subsections 5.18.3.d and 5.18.3.e (except subsection 5.18.3.e(iii)) and Section 5.18.4

5.18.5 The amount of credit to the Town for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

5.18.6 Whenever the cost of any Work is to be determined pursuant to Sections 5.18.3 and 5.18.4, Contractor will submit in a form acceptable to Contract Administrator an itemized cost breakdown together with the supporting data.

5.18.7 If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

5.18.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Contract Administrator.

- a. Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment and other items of cost.

- b. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

5.18.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or “cost of the work.”

5.18.10 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor’s overhead and profit.

5.18.11 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Town within five (5) days of the commencement of the event giving rise to the claim or Contractor’s knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor’s knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator (hereinafter “Claim Notice”). The Claim Notice shall include Contractor’s written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator, then Contractor shall submit the claim to Town Administrator within five (5) days from the date of impasse. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS.**

The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension in accordance with Section 5.15. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Town, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Town by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above;

provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of Town.

5.19 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

5.19.1 Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Section 5.18 hereof. Failure of Contractor to comply with Section 5.18 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

- a. A Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time; (ii) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers or vendor; and (iii) is caused solely by fraud, bad faith or active interference on the part of Town or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Section 5.15 hereof.

Town and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be two hundred Dollars (\$200.00) per day for each day this Contract is delayed due to a Compensable Excusable Delay.

- b. Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers and vendors; (ii) is caused by circumstances beyond the control of Town; or (iii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by Town, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

5.20 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

In addition to any manufacturer's warranties, Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

5.20.1 Owner May Stop the Work. If Work is defective, the Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

5.20.2 Correction or Removal of Defective Work. If required by Town, Contractor shall promptly and at its sole expense, either correct or remove all defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal.

5.20.3 One Year Correction Period. In the event any work is found to be defective within one year of Final Completion, Contractor shall promptly, without cost to Town and in accordance with Town's written instructions, either correct such defective Work, or remove it and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Town may have the defective Work corrected or removed and replaced, and all direct, indirect and consequential costs of such removal and replacement will be promptly paid by Contractor. Nothing in this IFB or the Contract shall be construed as a limitation on any right or remedy for breach of the Contract or defects in the Work. All rights set forth herein and, in the Contract, shall be deemed cumulative and in addition to any rights or remedies which may be afforded by Florida law.

5.20.4 Acceptance of Defective Work. Instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in, Item H "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.

5.20.5 Town may Correct Defective Work. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within seven (7) days of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously.

To the extent necessary to complete remedial action, Town may exclude Contractor from all or part of the site, take possession of all or part of the Work, suspend Contractor's services related thereto, and take possession of Contractor's tools, appliances, construction equipment, and

machinery at the site. Contractor shall allow Town and its representatives, agents and employees access to Contractor's tools, appliances, construction equipment and machinery as required to correct defective work. All direct, indirect and consequential costs of the Town in exercising such rights and remedies will be charged against Contractor in a Change Order and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in section, 5.5 – "Change in the Contract Price or Contract Time" against Contractor and its surety without prejudice to any other right or remedies available. Any resulting direct, indirect and consequential damages shall be recoverable from Contractor and its surety.

5.20.6 Waiver of Florida Statute 558. The Contractor and the Town understand and agree that chapter 558, Florida Statutes, shall not apply to the Contract or claims, if any, by the Town arising out of the IFB or the resulting Contract. The Contractor and the Town further hereby agree to "opt out" of the procedures set forth at chapter 558, Florida Statutes.

5.21 SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice, including reasonable overhead and profit, except as otherwise limited by this IFB or the Contract;. Provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, take possession of the Work including Contractor's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deems appropriate under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If cost of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive bids for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing, or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed and any direct and

reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

5.22 PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to construct and fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Bid and Bid Schedule and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Bid Schedule.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order or Construction Change Directive executed by Town and Contractor in accordance with the terms and conditions of this IFB and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town shall determine in its sole discretion.

The Town shall pay the Contract Price to the Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payments may be submitted by Contractor to the Town for partial completion of the Work, but not more than once monthly, for the period ending at end of the month. Each payment request must be accompanied by all necessary supporting information and documentation. Subject to the provisions of section 218.735, Florida Statutes, each progress payment shall be reduced by ten (10%) percent for retainage. The final retainage will be released after Final Completion of the Project, after Town's receipt of acceptable reports and other Project-close out documentation required by the Contract Documents, including but not limited to certification of Contractor's payment to all lower-tiered subcontractors and suppliers providing labor, materials or services on the Project, but no earlier than 30 days of the Contractor's last progress payment request.

The Contractor's final payment request must be accompanied by written notice from Contractor that the entire Work has been completed in strict accordance with the Contract Documents. The Town will make a final inspection and notify Contractor in writing of all particulars in which inspection reveals that the Work is incomplete or defective. Provided however, that nothing herein

shall waive or release claims for latent defects or the Contractor's obligations to correct defective work set forth herein. Contractor shall immediately take such measures as are necessary to remedy such deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with Section 5.20, or (c) because claims have been made against the Town on account of Contractor's performance of the Work or liens or claims have been filed in connection with the Work, or other items entitling the Town to set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

5.23 ACCEPTANCE AND FINAL PAYMENT

5.23.1 Final Inspection. Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Town shall conduct an inspection within ten (10) days. If Contract Administrator find that the Work is acceptable; that the requisite documents have been submitted; that the requirements of the Contract Documents are fully satisfied; and that all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment shall be issued by Town, under its signature, stating that the requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

5.23.2 Final Certificate for Payment. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Town the following Final Payment Package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; and the final bill of Materials, if required, and the final Application for Payment. This Final payment package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers, which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

5.23.3 Delay of Final Completion. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, Town shall, upon certification of Town, and without terminating this Contract, make payment of the balance due for any portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.

5.23.4 Final Payment. Final payment shall be made only after the Board or Senior Procurement and Budget Officer, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor,

except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

5.24 PURCHASING CARD (PCARD) ACCEPTANCE

The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

5.25 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Bid, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Bid.

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator in writing of the existence of the aforesaid conditions. Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Town Administrator for determination in accordance with the provisions of Exhibit "C" Article 12. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of Substantial Completion.**

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 5.4 – “Changes in the Work”.

Contractor shall have full responsibility for reviewing and checking all information and data, for locating all Underground Facilities, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in chapter 556, Florida Statutes, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

5.26 CONTRACTOR’S RESPONSIBILITIES

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

Contractor must strictly and promptly follow Town’s instructions in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent. The superintendent shall not be changed except with the written consent of Town, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention. The

The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to this IFB and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

On a daily basis, Contractor’s superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of Town, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Town. The daily log shall be kept

on or accessible from the Project site and shall be available at all times for inspection and copying by Town.

The Contract Administrator, and Contractor shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Contractor shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Town, in writing. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Bidder intends to use sub-contractors to perform any work pursuant to the IFB, these sub-contractors are subject to prior approval by Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Project site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation, replacement or improvement in the course of construction.

As set forth in the terms of this IFB, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Bid price.

5.27 INSURANCE AND BONDS

Throughout the term of the Contract and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this IFB. Also, the Contractor shall provide separate Payment and Performance Bonds for the Project that in all respects comply with (a) the requirements and forms set forth in Florida Statutes, Section 255.05 and (b) the terms of this IFB regarding the amount, duration and recording requirements.

5.28 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

5.29 EQUIPMENT STORAGE AND MOBILIZATION

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

5.30 HOURS OF OPERATION

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

5.31 CONTRACTOR'S PERFORMANCE

The Contractor shall commence performance of the Work identified in the Notice to Proceed or other written authorization on the effective date of the Notice to Proceed and shall diligently and continuously prosecute its performance to and until Substantial Completion and Final Completion

of the Work. The Contractor shall accomplish Substantial Completion and Final Completion of each assigned task within the allotted calendar days indicated in the Notice to Proceed.

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

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

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

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

[Remainder of page intentionally left blank]

**APPENDIX A
BIDDER INFORMATION**

[Please print clearly]

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

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

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE NUMBER: Office: _____ Cell: _____

BIDDER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

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

**APPENDIX B
BID SCHEDULE**

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

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Price</u>
1.	Mobilization	LS	1	\$	\$
2.	Install 15" RCP	LF	438	\$	\$
3.	Install 18" RCP	LF	395	\$	\$
4.	Install 24" RCP	LF	162	\$	\$
5.	Install Type "C" Drainage	EA	4	\$	\$
6.	Install Type "D" Drainage	EA	8	\$	\$
7.	Install 5' Diameter Manhole	EA	1	\$	\$
8.	Install Pollutant Retardant Baffle	EA	1	\$	\$
9.	Install Rip-Rap Headwall	EA	1	\$	\$
10.	Construct Roadside Swale	LF	1078	\$	\$
11.	Pavement Restoration	SY	256	\$	\$
12.	Remove/Reinstall Guardrail	LS	1	\$	\$
13.	Install Concrete Apron	EA	2	\$	\$
14.	Restoration	LS	1	\$	\$
15.	Erosion/Pollution Control	LS	1	\$	\$
16.	Maintenance of Traffic	LS	1	\$	\$
Total Lump Sum Bid Price				\$	

ITEM NOTES

GENERAL

All Items listed in the Bid Schedule shall be considered as sufficient to complete the work in accordance with the plans and specifications. Any portion of the work not listed in the Bid Schedule shall be deemed to be a part of the item which it is associated with and shall be included in the cost of the unit shown on the Bid Schedule and the total lump sum price for the project. Payment for the units shown on the Bid Schedule shall be considered to include the furnishing of all labor, equipment, materials and testing necessary to complete the work in place.

The contract for this project is a lump sum contract. Unit prices shall be used for the purposes of bid evaluation, progress payments and to determine the cost of change orders resulting from changes to the design.

The Bidder/Contractor is responsible to verify all quantities listed in the Bid Schedule. The field measurement of quantities will not affect the lump sum contract price.

ITEM 1 - MOBILIZATION

The work covered by this item shall include, but not be limited to, the mobilization of Contractor's personnel, equipment and supplies to the project site; the establishment of the Contractor's staging area, temporary facilities, grading, securing, and restoration of staging area; pre-work inspection and documentation; and all other costs incurred for activities which must be performed prior to beginning the work under this contract; and the removal of the Contractor's equipment, supplies, excess materials, and cleanup of the construction site, as needed to complete the work. The staging area for this project shall be limited to the right-of-way for SW 50th Street and SW 182nd Terrace. The Contractor shall obtain approval from private property owners for the locations of all staging areas or construction traffic access routes, beyond those areas identified in the contract documents.

ITEM(S) 2, 3, and 4 – INSTALL 15" RCP, 18" RCP or 24" RCP

The work covered by this item shall include the complete, in-place installation of the 15", 18" or 24" reinforced concrete pipe (RCP) in accordance with the contract documents including, but not limited to, materials, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, backfill, grading, compaction, testing, lamping, and restoration, as needed to complete the work. In addition, the work covered by this item shall also include the removal of the existing asphalt driveway(s), concrete driveway(s), fencing, mailboxes, entry gate call box(es), landscaping features, and other debris that may be within the limits of construction to afford construction of the proposed drainage structures, manhole(s), headwall or associated piping as needed to complete the work. This item shall also include the proper disposal of all materials offsite to an approved location in accordance with contract documents. The

following density tests shall be required: a total of two (2) tests per lift per pipe run for the backfill material outside the limits of the pavement.

ITEM(S) 5 & 6 – INSTALL TYPE “C” or TYPE “D” DRAINAGE STRUCTURE(S)

The work covered by this item shall include the complete, in-place installation of the Type “C” or Type “D” drainage structure(s) in accordance with contract documents and technical specifications including, but not limited to, materials, shop drawings, pre-casting, frame and cover, concrete collar/top slab, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, leveling, grouting, brick, mud work, testing, inspections, and as-built as needed to complete the work. A 12” wide concrete apron to be provided for each structure.

ITEM 7 – INSTALL 5’ DIAMETER MANHOLE

The work covered by this item shall include the complete, in-place installation of the 5’ diameter manhole structure(s) in accordance with contract documents and technical specifications including, but not limited to, materials, shop drawings, pre-casting, frame and cover, concrete collar/top slab, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, leveling, grouting, brick, mud work, testing, inspections, and as-built as needed to complete the work. The manhole lid for MH # 1 is a USF-420C Storm, O.A.E.

ITEM 8 – INSTALL POLLUTANT RETARDANT BAFFLE (PRB)

The work covered by this item shall include the complete, in-place installation of an aluminum PRB in accordance with contract documents and technical specifications including, but not limited to, materials, shop drawings, pre-fabrication, neoprene gasket, stainless steel mounting hardware, surveying, dewatering, plugging, leveling, grouting, brick, mud work, testing, inspections, and as-built as needed to complete the work. The PRB shall be installed in CB # 10 as per the approved construction plans.

ITEM 9 – INSTALL RIP-RAP HEADWALL

The work covered by this item shall include the complete, in-place installation of the rip-rap headwall in accordance with the contract documents including, but not limited to materials, shop drawings, surveying, excavation, dewatering, bedding, backfill, grading, brick, mud work, compaction and restoration as needed to complete the work. The work covered by this item also includes the excavation of the channel 10’ out in front of the headwall for a width of 8’ centered on the pipe opening. The channel depth shall be a minimum of 12” below the pipe invert.

ITEM 10 – CONSTRUCT ROADSIDE SWALE

The work covered by this item shall include the complete, in-place construction of the roadside swale in accordance with the contract documents including, but not limited to

materials, surveying, excavation, grading, sloping, compaction, sod, temporary watering, and as-built as needed to complete the work.

ITEM 11 – PAVEMENT RESTORATION

The work covered by this item shall include the complete, in-place restoration of the asphalt pavement in accordance with the contract documents including, but not limited to, materials, surveying, excavation, backfill, subgrade, lime rock base, asphaltic concrete, grading, compaction testing, and pavement striping. The following density tests shall be required: two (2) tests each for the subgrade and lime rock base materials at each crossing (total of 28 tests for the project). This work item shall also include the complete restoration of the asphalt driveway(s) in accordance with the contract documents including, but not limited to, surveying, excavation, backfill, grading, compaction, testing, saw cutting, paving, inspections, and as-built as needed to complete the work.

ITEM 12 – REMOVE/REINSTALL GUARDRAIL

The work covered by this item shall include the removal and reinstallation of the existing guardrail as need to complete the installation of the 24" RCP pipe, rip-rap headwall and/or canal excavation as needed. The guardrail shall be reinstalled to meet FDOT specifications and in accordance with the contract documents including, but not limited to materials, surveying, and equipment as needed to complete the work.

ITEM 13 – INSTALL CONCRETE APRON

The work covered by this item shall include the complete, in-place installation of a 12" wide concrete apron around existing drainage structure(s) in accordance with the contract documents including, but not limited to materials, shop drawings, surveying, excavation, backfill, grading, compaction, formwork, concrete, and restoration as needed to complete the work.

ITEM 14 – RESTORATION

The work covered by this item shall include the complete restoration of the project limits in accordance with the contract documents including, but not limited to, materials, surveying, backfill, top soil, swale grading, removal of excess fill, compaction, sod, and temporary watering as needed to complete the work. This work item shall also include the complete restoration of the fence(s), mailbox(s), entry gate call box(es), landscape feature(s) and/or concrete driveway(s) (6" thick concrete) in accordance with the contract documents including, but not limited to, surveying, excavation, backfill, grading, compaction, testing, saw cutting, forming, steel reinforcement, concrete, inspections, and as-built as needed to complete the work.

ITEM 15 - EROSION/POLLUTION CONTROL

- A. The work covered by this item shall include, but not be limited, to all actions, installations, precautions and measures necessary to comply with all applicable

government regulations related to the erosion of soil or vegetation or impacts on the water quality of any body of water.

- B. This item shall include all costs and measures necessary to comply with all dewatering regulations.
- C. This item shall include sweeping and otherwise cleaning the haul routes including dust control.
- D. The Contractor shall utilize, as appropriate, silt fences, turbidity barriers, best management practices and other necessary measures to control erosion as specified in Florida Department of Transportation Standard Index Nos. 102 and 103.
- E. The Contractor shall include the installation of Mirafi filter fabric at all inlets as indicated on the construction plans.

ITEM 16 – MAINTENANCE OF TRAFFIC

The work covered by these items shall include, but not be limited to the preparation, set-up, and implementation of a Maintenance of Traffic Plan. This shall apply to any proposed lane closures as required to perform and complete the work.

The Contractor shall be required to submit a Maintenance of Traffic (MOT) Plan to SBDD, Broward County Traffic Engineering Division (BCTED) and the Town of Southwest Ranches for approval, prior to starting the work, as applicable.

This item shall include any flag persons, signage, barricades, barriers, traffic plates or other provisions that are required to meet the requirements for the MOT. If necessary, the Contractor shall employ the services of a registered professional engineer to prepare the MOT Plan and/or assist in the Contractor in the implementing the MOT Plan.

The Contractor shall ensure that one lane of traffic is open at all times on SW 50th Street and SW 182nd Terrace during working hours; and that roadways are fully open overnight and on weekends. In addition, the Contractor shall ensure that homeowners shall have proper ingress and egress access to their properties during the full duration of the project.

APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA

COUNTY OF _____

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

1. Affiant appears herein as:

[] an individual **or**

[] the _____ of _____.

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

2. Affiant's address is:

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires: _____

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

Address

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX D
DRUG FREE WORKPLACE

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

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

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

BIDDER'S SIGNATURE: _____

BIDDER: _____

APPENDIX E
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A)

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

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

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

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

5. I understand that a “person” as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

[Signatures on next page]

BIDDER: _____

By: _____

(Printed Name)

(Title)

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

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

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

**APPENDIX F
NON-COLLUSION AFFIDAVIT**

State of _____)

) ss:

County of _____)

_____ being first duly sworn deposes and says that:

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

[Signatures on next page]

BIDDER: _____

By: _____

(Printed Name)

(Title)

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

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

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

APPENDIX H
BIDDER CONFIRMATION OF QUALIFICATIONS

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

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

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

Bidder: _____

Bidder's Name: _____

Bidder's Address: _____

Bidder's Phone Number: _____

Bidder's Email: _____

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

[Signatures on next page]

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of _____ (Bidder), who is
personally known to me or who has produced _____ as identification and
who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

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

BIDDER: _____

***APPENDIX I**
CERTIFICATE OF AUTHORITY (IF INDIVIDUAL / SOLE PROPRIETOR)

State of _____)

) ss:

County of _____)

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

_____20____, to the Town of Southwest Ranches and his execution thereof, attested by
the undersigned, shall be the official act and deed of _____.
(Company Name)

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

Secretary:

(SEAL)

BIDDER:_____

State of _____)
County of _____) ss:

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

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, as of the Partnership, be and is hereby authorized to execute the Bid dated, _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership.”

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

Secretary:

(SEAL)

BIDDER: _____

BIDDER: _____

State of _____)
County of _____) ss:

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

A corporation existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, as _____ of the Joint Venture be and is hereby authorized to execute the Bid dated, _____ 20____, to the Town of Southwest Ranches official act and deed of this Joint Venture.”

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

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20____.

Secretary: _____

(SEAL)

BIDDER: _____

Bond No. _____

State of _____)
County of _____) ss:

_____, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

“IFB 21-007 – DRAINAGE IMPROVEMENTS FOR
SW 50TH STREET AND SW 182ND TERRACE”

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

[Signatures on next page]

BIDDER: _____

By: _____

Title: _____

IN PRESENCE OF: _____
(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

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

Countersigned by Florida Agent:

Name: _____

Date: _____

APPENDIX N
GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL

BIDDER: _____

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

TO THE TOWN OF SOUTHWEST RANCHES:

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

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

BIDDER: _____

APPENDIX Q
BIDDER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

Project Name: _____
Contract Amount: _____
Contract Date: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____
Contact Person Email: _____

Project Name: _____
Contract Amount: _____
Contract Date: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____
Contact Person Email: _____

Project Name: _____
Contract Amount: _____
Contract Date: _____
Client Name: _____
Address: _____
Contact Person: _____
Contact Person Tel. No.: _____
Contact Person Email: _____

**APPENDIX R
SUB-CONTRACTOR LIST**

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

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

BIDDER: _____

APPENDIX S

ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

BIDDER: _____

[Remainder of page intentionally left blank]

APPENDIX T

LIABILITY CLAIMS

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

1. Name and Location of project: _____

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

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

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

BIDDER: _____

APPENDIX U

INSERT W – 9

Must utilize current IRS October 2018, signed, dated and legible W-9

APPENDIX V

INSERT PROOF OF INSURANCE

*** APPENDIX W**

STATEMENT OF NO RESPONSE

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

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

or

Email: vrredman@southwestranches.org

REASONS

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

Explanation: _____

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

Desire to receive future Town solicitations? ☐ Yes ☐ No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

APPENDIX X
44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX Y
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of

compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

BIDDER: _____

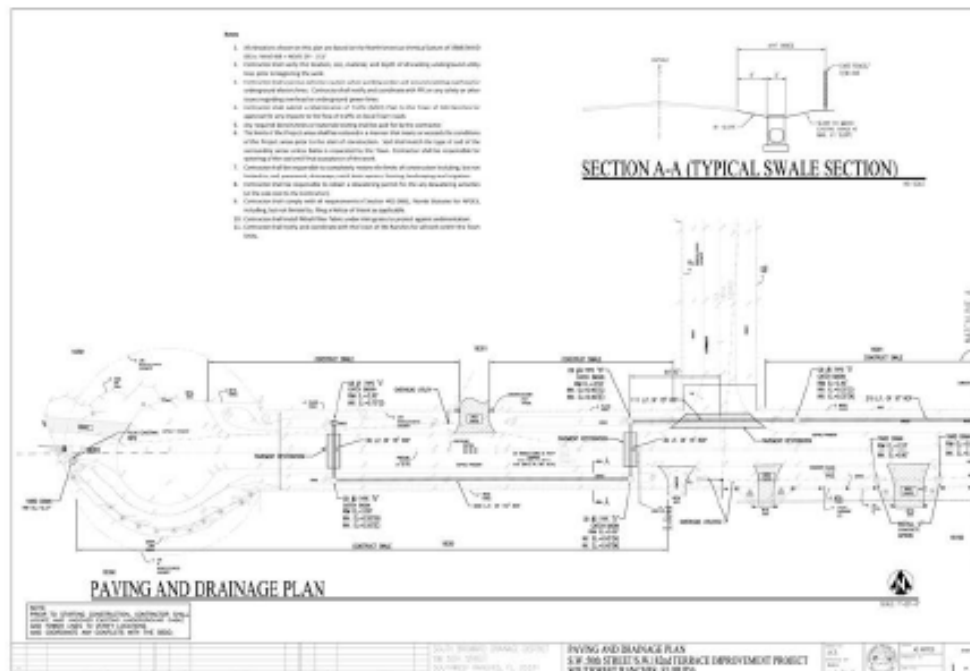
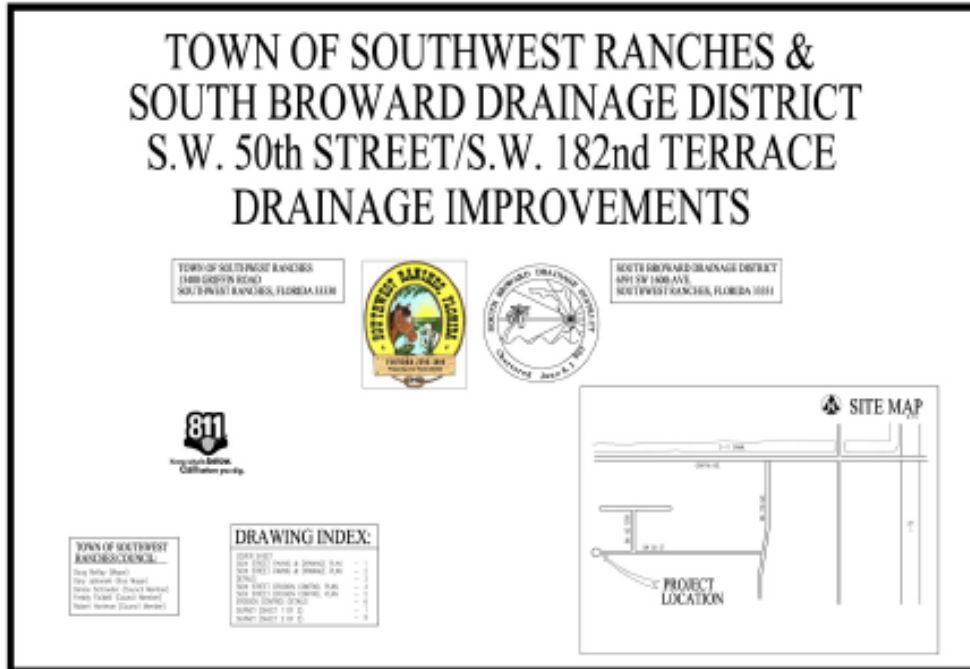
APPENDIX Z

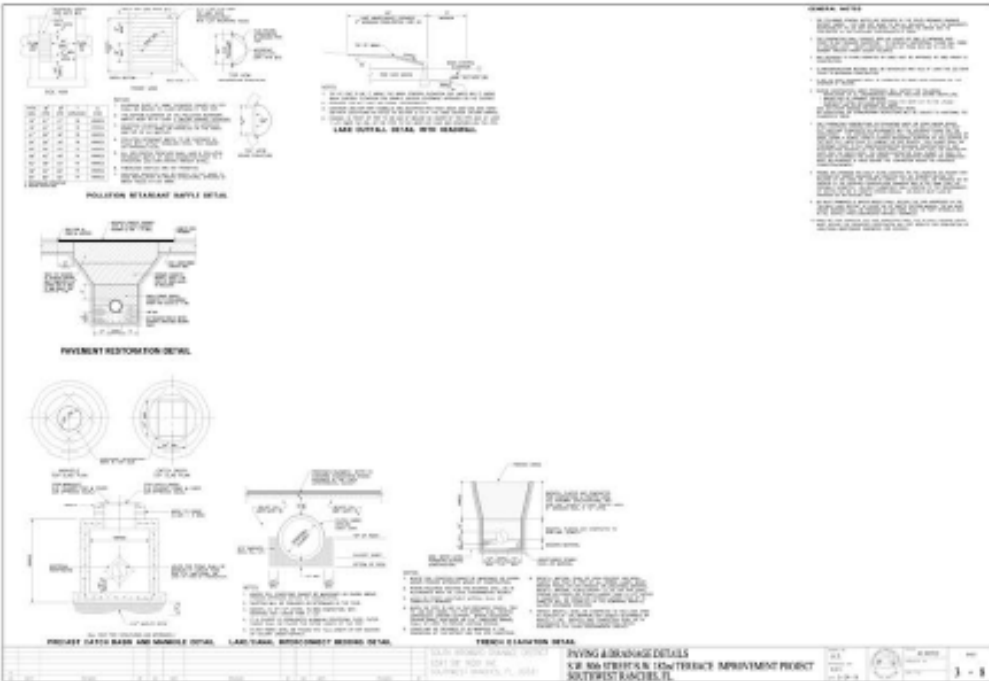
INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING

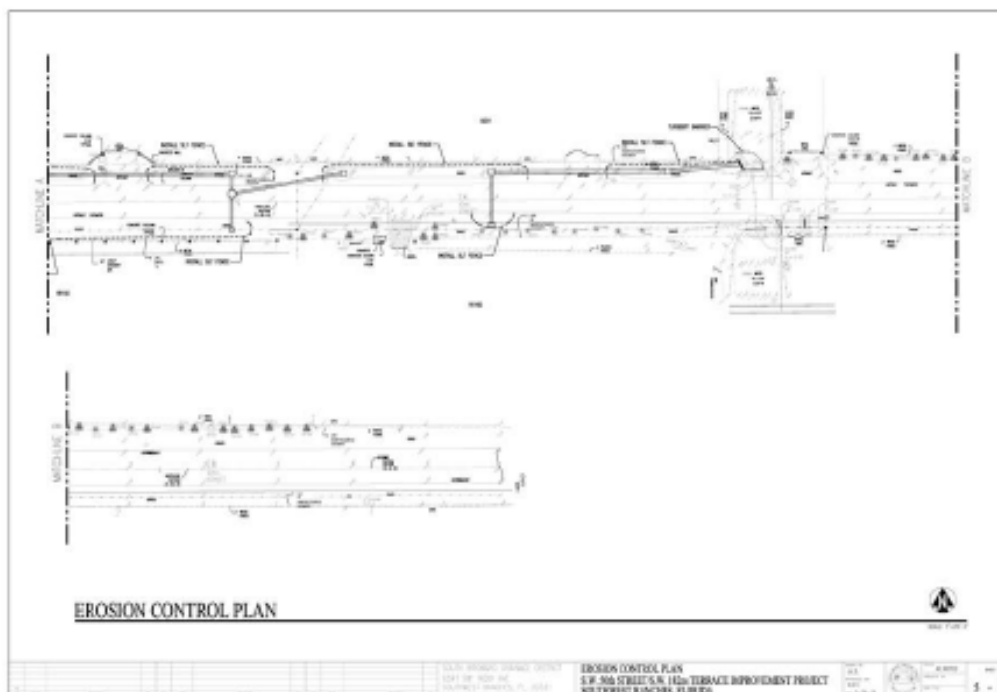
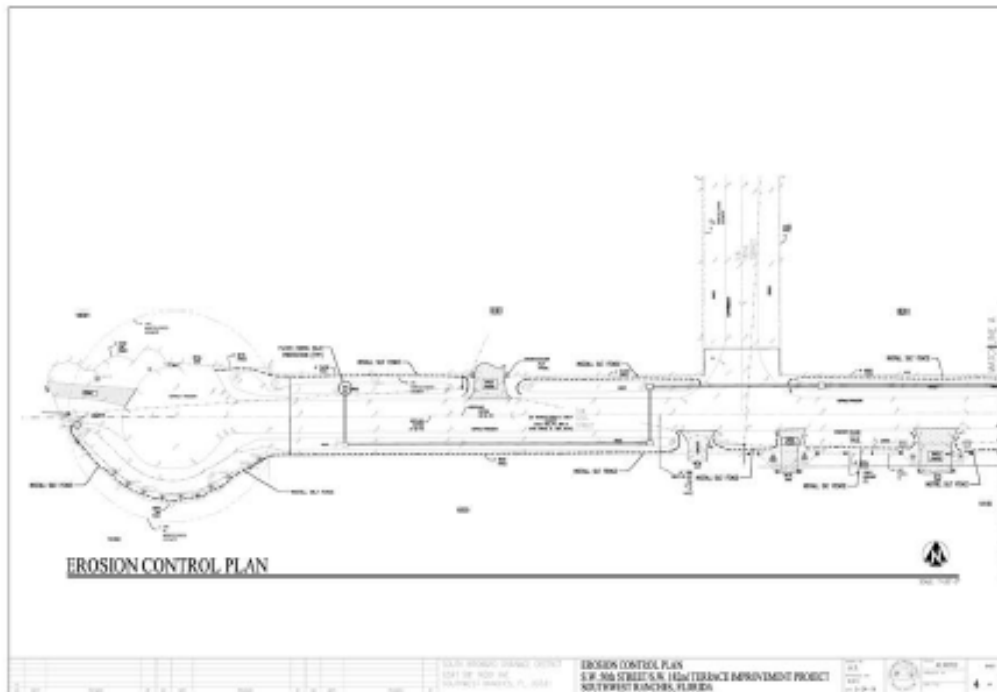
(<https://www.e-verify.gov/employers>)

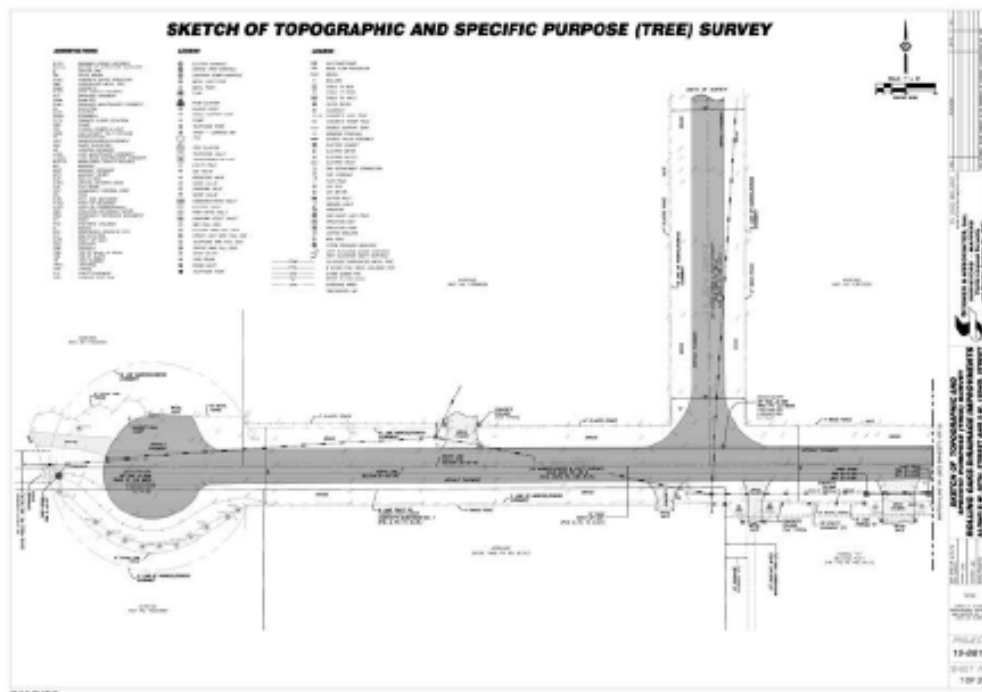
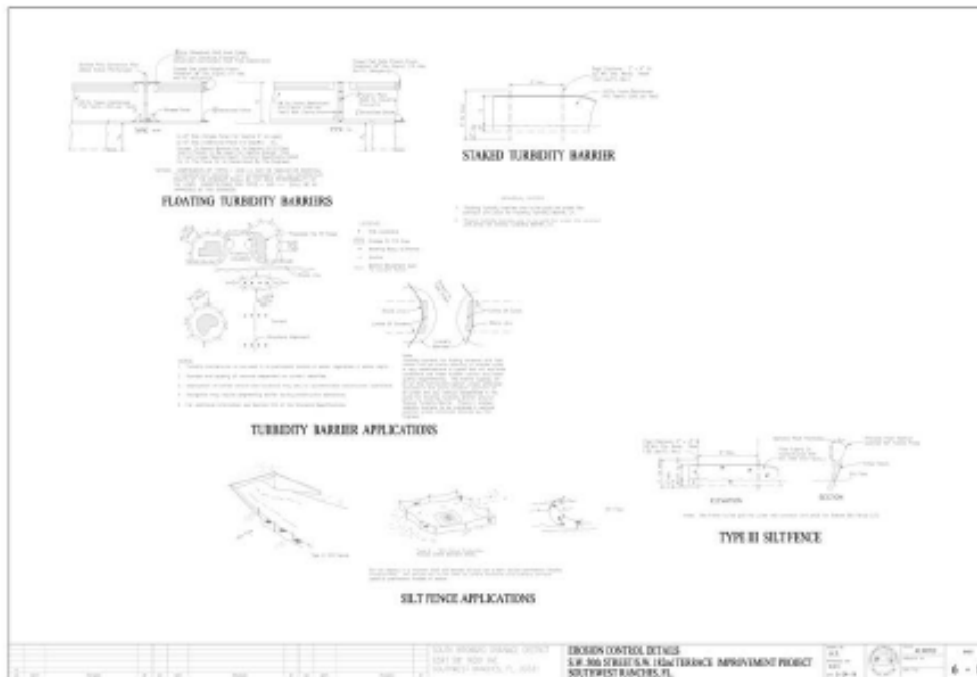
Include the page with the EIN number & Company Name and page with USCIS verified.

EXHIBIT A – DRAWINGS









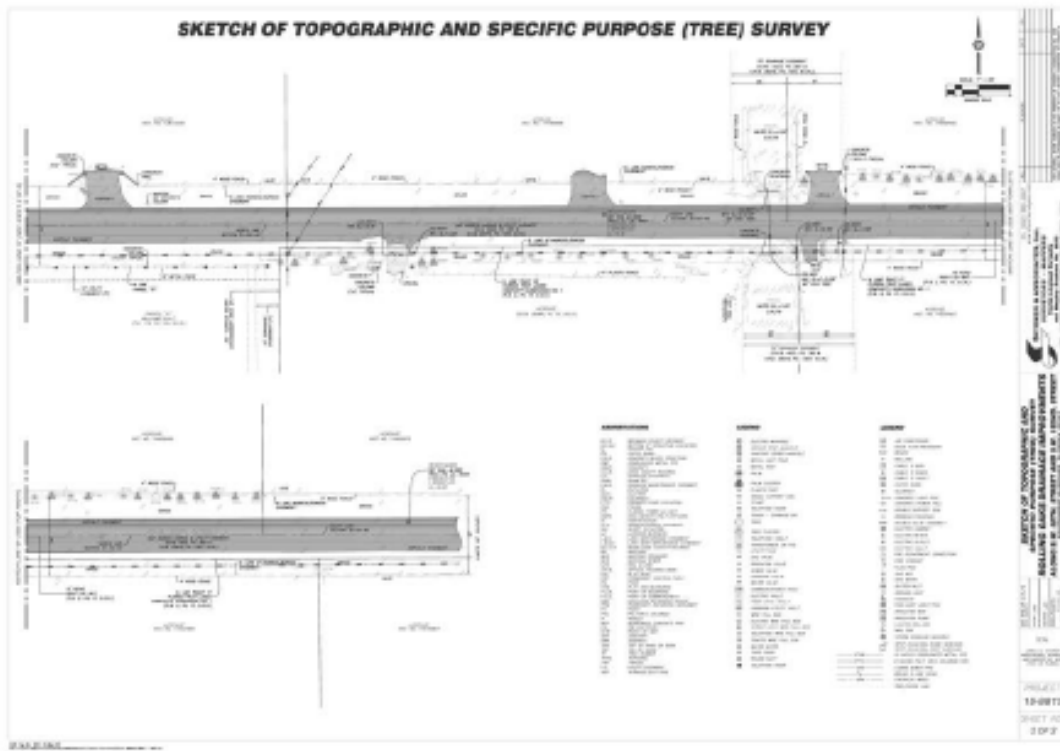


EXHIBIT B – MINIMUM INSURANCE REQUIREMENTS

Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.

- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

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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: Emily Aceti, Community Services Manager
DATE: 7/29/2021
SUBJECT: INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 196TH AVENUE, SW 199TH AVENUE, SW 201ST TERRACE, SW 202ND AVENUE, SW 48TH STREET, SW 48TH PLACE, SW 49TH COURT, SW 50TH PLACE, AND SW 50TH MANOR (BC-SWRANCHES-FY2020-00002)

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures. All projects funded by the transportation surtax are evaluated for eligibility under Section

212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization (“MPO”) prioritize municipal projects and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Transportation Surface Drainage and Ongoing Rehabilitation of SW 196th Lane, SW 199th Avenue, SW 201st Terrace, SW 202nd Avenue, SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, and SW 50th Manor (BC-SWRANCHES-FY2020-00002) was included in that review and ranking.

The Project has been determined statutorily eligible for Surtax funding and subsequently approved for funding by the Broward County Board of County Commissioners.

The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

The Scope of Work consists of the construction of the proposed improvements for the Town of Southwest Ranches’ Transportation Surface and Drainage Ongoing Rehabilitation (“TSDOR”) project (“Project”), as further detailed in the signed and sealed construction documents for the Project. The Town is proposing roadway resurfacing and striping of approximately 3.28 centerline miles of local roadways. The segments of roadway include for SW 196th Lane, SW 199th Avenue, SW 201st Terrace, SW 202nd Avenue, SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor. The work will include but, is not limited to milling and resurfacing at various depths as depicted on the plans, asphalt overlay, limerock and roadway reconstruction, thermoplastic traffic striping, reflective pavement markers, glass beading, signage, brush clearing, swale regrading and site restoration.

No work is proposed outside of the Town rights-of-way.

Fiscal Impact/Analysis

The Town was awarded \$737,005.00 in Broward County Surtax Funding for this project, and the project will be budgeted for as a TSDOR Surtax CIP in the Fiscal Year 2021-2022 Town Budget. As per the funding agreement, the construction will be procured and completed within Fiscal Year 2021-2022.

Staff Contact:

Rod Ley, P.E., Town Engineer

Emily Aceti, Community Services Manager

Martin D. Sherwood, Town Financial Administrator

Venessa Redman, Senior Procurement & Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/2/2021	Resolution
Grant Agreement	7/2/2021	Agreement

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE SEVEN HUNDRED THIRTY-SEVEN THOUSAND FIVE DOLLARS AND ZERO CENTS (\$737,005.00) OF SURTAX FUNDING TO COMPLETE THE TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 196TH LANE, SW 199TH AVENUE, SW 201ST TERRACE, SW 202ND AVENUE, SW 48TH STREET, SW 48TH PLACE, SW 49TH COURT, SW 50TH PLACE, AND SW 50TH MANOR (BC-SWRANCHES-FY2020-00002); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete the Transportation Surface Drainage and Ongoing Rehabilitation of SW 196th Lane, SW 199th Avenue, SW 201st Terrace, SW 202nd Avenue, SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, and SW 50th Manor; and

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

WHEREAS, In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures; and

WHEREAS, the project has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners; and

WHEREAS, the total project cost is anticipated to be \$737,005.00; and

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

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

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

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and Broward County to receive Seven Hundred Thirty-Seven Thousand Five Dollars and Zero Cents (\$737,005.00) of Surtax funding to complete the Town's improvements as outlined in the Agreement attached hereto, and incorporated herein by reference, as Exhibit "A".

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

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 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
10034.01

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:

Transportation Surface Drainage and Ongoing Rehabilitation for SW 196th Lane, SW 199th Avenue, SW 201st Terrace, SW 202nd Avenue, SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor (IFB# 21-003)

BC-SWRANCHES-FY2020-00002

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Southwest Ranches, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.
- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means the Municipality's Public Works Director or their designee.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term "Subcontractor" includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor's or Consultant's acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

ARTICLE 2. EXHIBITS

Exhibit A	Project Description and Project Schedule
Exhibit B	Funding Schedule
Exhibit C	Reporting Requirements
Exhibit D	Form Contracts
Exhibit E	Municipal Resolution Authorizing Execution of Agreement

ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed material change that would increase the Maximum Funding Amount requires an amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient

detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty (60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the "**Form Contracts**") attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney's Office for Municipality's contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality's contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality's contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney's Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney's Office. Municipality agrees and acknowledges that County's approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County's interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal

sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days' written notification to the Contract Administrator and the County Attorney's Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation (or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)
- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end July 31, 2022 ("Initial Term"), unless extended pursuant to Section 4.2.

4.2. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 5. FUNDING AND SURETY

5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial

officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipal Town Administrator or Municipality's Attorney, on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Rehabilitation and Maintenance	\$737,005.00
MAXIMUM FUNDING AMOUNT:	\$737,005.00

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support,

and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded

to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition,

Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way.

County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to the Project or this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project

Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses.

An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Attn: Bertha Henry
Government Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County Attorney's Office:
Attn: Angela J. Wallace
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Email address: aberns@southwestranches.org

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed

to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal

court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its Town Council duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 20__

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

By _____
Angela J. Wallace (Date)
Transportation-Surtax General Counsel

AJW/GPR
BC-SWRANCHES-FY2020-00002 Municipal Interlocal Agreement
06/XX/2021
#21-114.01

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES
FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:

**TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION for SW 196th
Avenue, SW 199th Avenue, SW 201st Terrace, SW 202nd Avenue, SW 48th Street, SW 48th Place,
SW 49th Court, SW 50th Place, SW 50th Manor (IFB# 21-003)
BC-SWRANCHES-FY2020-00002**

MUNICIPALITY

ATTEST:

TOWN OF SOUTHWEST RANCHES

[Insert Name]
Russell Muñiz, Assistant Town
Administrator/Town Clerk

By: _____
Steve Breitkreuz, Mayor

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

Keith Poliakoff (Date)
Town Attorney

EXHIBIT A
Project Description and Project Schedule

1. Project:

The Scope of Work consists of the construction of the proposed improvements for the Town of Southwest Ranches' Transportation Surface and Drainage Ongoing Rehabilitation ("TSDOR") project ("Project"), as further detailed in the signed and sealed construction documents for the Project. The Town is proposing roadway resurfacing and striping of approximately 3.28 centerline miles of local roadways. The segments of roadway include for SW 196th Lane, SW 199th Avenue, SW 201st Terrace, SW 202nd Avenue, SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor. The work will include but, is not limited to milling and resurfacing at various depths as depicted on the plans, asphalt overlay, limerock and roadway reconstruction, thermoplastic traffic striping, reflective pavement markers, glass beading, signage, brush clearing, swale regrading and site restoration. No work is proposed outside of the Town rights-of-way.

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES: Phase 1

No.	Description	Duration/Deadline	Acceptance Criteria
0	Execution of ILA between County and Town of Southwest Ranches	August 25, 2021	ILA executed by Town of Southwest Ranches
1	Solicitation Advertisement, Award, Construction Contract Execution	60 days	Advertised Solicitation Package approved by County, Award Letter, fully executed Construction Agreement with County terms and conditions
2	Notice to Proceed Issued	15 days	NTP Issued
3	Substantial Completion	150 days from Contract	Includes punchlist

		Time Commencement	items, final inspections, and non-substantial work items
4	Final Completion	285 calendar days after Contract Time Commencement	Project Certified/Final Payment Issued

3. Project Schedule:

Description	Duration/Deadline
County and Town approved ILA for Project	August 25, 2021
Bid Advertisement	August 28, 2021
Bid Opening	September 28, 2021
County 20-day Review Period	October 18, 2021, 2021
Bid Award	October 28, 2021
Notice to Proceed	November 12, 2021
Substantial Completion	May 11, 2022
Project Completion and Closeout	July 31, 2022

EXHIBIT B Funding Schedule

Funding Amounts: The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

Invoicing/Application for Funding Documentation: Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Additional Invoicing Requirements: If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☒ For CEI Consultants: All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☒ For Construction Contractor: Pay Application documents consistent with AIA Document G702 and G703
- ☐ _____

Funding Parameters: The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project

Municipality may invoice County for funding (“Application for Funding”), at intervals of not more than quarterly, for work to be completed on the Project up to the maximum not-to-exceed amounts per applicable Phase stated below. Absent prior written approval by the Contract Administrator, Municipality may not invoice County for funding for a subsequent Phase until all prior Phases have been satisfactorily completed. Municipality may not invoice for a Phase for which a not-to-exceed amount has not been specified in the applicable Funding Schedule.

Each quarter will be funded in advance by County per the schedule stated below, with the quarterly funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Phase or Deliverable divided by the number of quarters in the duration of that Phase or Deliverable, less any unexpended funding received during any prior quarter. Each Application for Funding (after the first) shall include for the prior quarter the amount of funding received and evidence of actual expenditures for that quarter including documentation demonstrating all invoices received from and payments made to Contractor or Consultant; and a statement indicating the cumulative amount of CBE participation through the end of the prior quarter. Municipality shall submit with each Application for Funding: an updated progress schedule; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Deliverable/Phase Description	Quarterly Funding Amount (subject to adjustment)	Maximum Not-To-Exceed Amount
Deliverables 0-1: SW 202 Ave, SW 48 th Place, SW 49 th Court	\$184,251.25	\$184,251.25
Deliverable 2: SW 201 st Terrace	\$184,251.25	\$184,251.25
Deliverable 3: SW 199 th Avenue, SW 50 th Manor, SW 50 th Place	\$184,251.25	\$184,251.25
Deliverable 4: SW 196 th Lane	\$184,251.25	\$184,251.25
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:		\$737,005.00

EXHIBIT C

Reporting Requirements

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Sample Financial Report

Project Name:	
Quarterly Period:	

Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	Total Project Funding (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$)
5.	Adjusted Project Funding (Line 3 minus Line 4)	\$

Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	Total Project Funding Received (Total lines 6 + 7)	\$	\$	\$

Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	Total Project Funding Expended (Total lines 9 + 10)	\$	\$	\$

Section D: Available Funding to Date

12.	Adjusted Project Funding (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	Available Project Funding to date (Line 12 minus line 13)	\$

Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
Revised contract amount	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
Total Earned Less Retainage	\$
Total Amount Paid to Date	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

Section F: Quarterly Detailed Expenditures (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

Section G: Project Schedule & Status

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	<input type="checkbox"/> Ahead by ___ Days <input type="checkbox"/> Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

Section H: Performance Metrics

A. Project schedule to be provided by Contractor and maintained to reflect progress and timeliness of project. Payment schedule to be monitored for percentage of completion.

B. Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

MAP PMO Project Status Report *Template*





<Agency> Project: <i><fill in project name or id></i>		Owner: <i><fill in></i>	July 15, 2019
Progress update <ul style="list-style-type: none"> • Key activities since the last status report • ? 		Overall Progress  <div style="border: 1px solid black; padding: 5px; display: inline-block;">  Red = Execution critical delay  Amber = Delay; but recoverable  Green = On track </div>	
Key activities to be completed in the next <2-4> weeks: <ul style="list-style-type: none"> • ? • ? 		Summary: (may include) <ul style="list-style-type: none"> • Key take-aways for BoCC, OB and SurTax Admin • Project run rate; actual vs. planned • % Milestones met • Days over budget • Leverage ratio • Key reminders of critical decisions/milestones/etc. 	
Issues/Challenges:		Proposed solutions:	

Exhibit D Form Contracts

Surtax-Funded Projects Form Construction Contract:

Surtax-Funded Projects Form Consultant Contract:

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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: Emily Aceti, Community Services Manager
DATE: 7/29/2021
SUBJECT: INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 128TH AVENUE, SW 130TH AVENUE (MELALEUCA ROAD), SW 133RD AVENUE, SW 135TH AVENUE (LUPO LANE), AND SW 136TH AVENUE (HOLATEE TRAIL) (BC-SWRANCHES-FY2020-00003)

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures. All projects funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board

before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization (“MPO”) prioritize municipal projects and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Transportation Surface Drainage and Ongoing Rehabilitation of SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Avenue (Lupo Lane), and SW 136th Avenue (Holatee Trail) (BC-SWRANCHES-FY2020-00003) was included in that review and ranking.

The Project has been determined statutorily eligible for Surtax funding and subsequently approved for funding by the Broward County Board of County Commissioners.

The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

The Scope of Work consists of the construction of the proposed improvements for the Town of Southwest Ranches’ Transportation Surface and Drainage Ongoing Rehabilitation (“TSDOR”) project (“Project”), as further detailed in the signed and sealed construction documents for the Project. The Town is proposing roadway resurfacing and striping of approximately 3.01 centerline miles of local roadways. The segments of roadway include SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Avenue (Lupo Lane), and SW 136th Avenue (Holatee Trail). The work will include but, is not limited to milling and resurfacing at various depths as depicted on the plans, asphalt overlay, limerock and roadway reconstruction, thermoplastic traffic striping, reflective pavement markers, glass beading, signage, brush clearing, swale regrading and site restoration.

No work is proposed outside of the Town’s rights-of-way.

Fiscal Impact/Analysis

The Town was awarded \$1,223,165.00 in Broward County Surtax Funding for this project, and the project will be budgeted for as a TSDOR Surtax CIP in the Fiscal Year 2021-2022 Town Budget. As per the funding agreement, the construction will be procured and completed within Fiscal Year 2021-2022.

Staff Contact:

Rod Ley, P.E., Town Engineer

Emily Aceti, Community Services Manager

Martin D. Sherwood, Town Financial Administrator

Venessa Redman, Senior Procurement & Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/28/2021	Resolution
Grant Agreement	7/2/2021	Agreement

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE ONE MILLION TWO HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (\$1,223,165.00) OF SURTAX FUNDING TO COMPLETE THE TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 128TH AVENUE, SW 130TH AVENUE (MELALEUCA ROAD), SW 133RD AVENUE, SW 135TH AVENUE (LUPO LANE), AND SW 136TH AVENUE (HOLATEE TRAIL) (BC-SWRANCHES-FY2020-00003); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete the Transportation Surface Drainage and Ongoing Rehabilitation of SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Avenue (Lupo Lane), and SW 136th Avenue (Holatee Trail); and

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

WHEREAS, In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures; and

WHEREAS, these projects have been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners; and

WHEREAS, the total project cost is anticipated to be \$1,223,165.00; and

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

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

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

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and Broward County to receive One Million Two Hundred Twenty-Three Thousand One Hundred Sixty-Five Dollars and Zero Cents (\$1,223,165.00) of Surtax funding to complete the Town's improvements as outlined in the Agreement attached hereto, and incorporated herein by reference, as Exhibit "A".

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

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 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

10038.01



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:

**Transportation Surface Drainage and Ongoing Rehabilitation of SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Avenue (Lupo Lane), and SW 136th Avenue (Holatee Trail)
(IFB# 21-004)**

BC-SWRANCHES-FY2020-00003

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Southwest Ranches, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.
- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means the Municipality's Public Works Director or their designee.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term "Subcontractor" includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor's or Consultant's acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

ARTICLE 2. EXHIBITS

Exhibit A	Project Description and Project Schedule
Exhibit B	Funding Schedule
Exhibit C	Reporting Requirements
Exhibit D	Form Contracts
Exhibit E	Municipal Resolution Authorizing Execution of Agreement

ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed material change that would increase the Maximum Funding Amount requires an amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient

detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty (60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the "**Form Contracts**") attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney's Office for Municipality's contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality's contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality's contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney's Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney's Office. Municipality agrees and acknowledges that County's approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County's interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal

sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days' written notification to the Contract Administrator and the County Attorney's Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation (or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)
- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end July 31, 2022 ("Initial Term"), unless extended pursuant to Section 4.2.

4.2. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 5. FUNDING AND SURETY

5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial

officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipal Town Administrator or Municipality's Attorney, on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Rehabilitation and Maintenance	\$1,223,165.00
MAXIMUM FUNDING AMOUNT:	\$1,223,165.00

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support,

and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded

to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition,

Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way.

County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to the Project or this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project

Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses.

An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Attn: Bertha Henry
Government Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County Attorney's Office:
Attn: Angela J. Wallace
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Email address: aberns@southwestranches.org

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed

to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal

court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its Town Council duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 20__

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

By _____
Angela J. Wallace (Date)
Transportation-Surtax General Counsel

AJW/GPR
BC-SWRANCHES-FY2020-00003 Municipal Interlocal Agreement
06/XX/2021
#21-114.01

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES
FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:

**TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION of SW 128th Avenue,
SW 130th Avenue, SW 133rd Avenue, Lupo Lane, SW 134th Avenue and Holatee Trail (IFB# 21-
004)**

BC-SWRANCHES-FY2020-00003

MUNICIPALITY

ATTEST:

TOWN OF SOUTHWEST RANCHES

Russell Muñiz, Assistant Town
Administrator/Town Clerk

By: _____
Steve Breitkreuz, Mayor

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

Keith Poliakoff (Date)
Town Attorney

EXHIBIT A
Project Description and Project Schedule

1. Project:

The Scope of Work consists of the construction of the proposed improvements for the Town of Southwest Ranches' Transportation Surface and Drainage Ongoing Rehabilitation ("TSDOR") project ("Project"), as further detailed in the signed and sealed construction documents for the Project. The Town is proposing roadway resurfacing and striping of approximately 3.01 centerline miles of local roadways. The segments of roadway include SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Lane (Lupo Lane), SW 136th Avenue (Holatee Trail). The work will include but, is not limited to milling and resurfacing at various depths as depicted on the plans, asphalt overlay, limerock and roadway reconstruction, thermoplastic traffic striping, reflective pavement markers, glass beading, signage, brush clearing, swale regrading and site restoration. No work is proposed outside of the Town's rights-of-way.

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES: Phase 1

No.	Description	Duration/Deadline	Acceptance Criteria
0	Execution of ILA between County and Town of Southwest Ranches	August 25, 2021	ILA executed by Town of Southwest Ranches
1	Solicitation Advertisement, Award, Construction Contract Execution	60 days	Advertised Solicitation Package approved by County, Award Letter, fully executed Construction Agreement with County terms and conditions
2	Notice to Proceed Issued	15 days	NTP Issued
3	Substantial Completion	150 days from Contract	Includes punchlist

		Time Commencement	items, final inspections, and non-substantial work items
4	Final Completion	285 calendar days after Contract Time Commencement	Project Certified/Final Payment Issued

3. Project Schedule:

Description	Duration/Deadline
County and Town approved ILA for Project	August 25, 2021
Bid Advertisement	August 28, 2021
Bid Opening	September 28, 2021
County 20-day Review Period	October 18, 2021, 2021
Bid Award	October 28, 2021
Notice to Proceed	November 12, 2021
Substantial Completion	May 11, 2022
Project Completion and Closeout	July 31, 2022

EXHIBIT B

Funding Schedule

Funding Amounts: The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

Invoicing/Application for Funding Documentation: Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Additional Invoicing Requirements: If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☒ For CEI Consultants: All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☒ For Construction Contractor: Pay Application documents consistent with AIA Document G702 and G703
- ☐ _____

Funding Parameters: The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project

Municipality may invoice County for funding (“Application for Funding”), at intervals of not more than quarterly, for work to be completed on the Project up to the maximum not-to-exceed amounts per applicable Phase stated below. Absent prior written approval by the Contract Administrator, Municipality may not invoice County for funding for a subsequent Phase until all prior Phases have been satisfactorily completed. Municipality may not invoice for a Phase for which a not-to-exceed amount has not been specified in the applicable Funding Schedule.

Each quarter will be funded in advance by County per the schedule stated below, with the quarterly funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Phase or Deliverable divided by the number of quarters in the duration of that Phase or Deliverable, less any unexpended funding received during any prior quarter. Each Application for Funding (after the first) shall include for the prior quarter the amount of funding received and evidence of actual expenditures for that quarter including documentation demonstrating all invoices received from and payments made to Contractor or Consultant; and a statement indicating the cumulative amount of CBE participation through the end of the prior quarter. Municipality shall submit with each Application for Funding: an updated progress schedule; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Deliverable/Phase Description	Quarterly Funding Amount (subject to adjustment)	Maximum Not-To-Exceed Amount
Deliverable 1: SW 128 th Avenue	\$305,791.25	\$305,791.25
Deliverable 2: SW 130 th Avenue	\$305,791.25	\$305,791.25
Deliverable 3: Lupo Lane and SW 133 rd Avenue	\$305,791.25	\$305,791.25
Deliverable 4: Holatee Trail (SW 136 th Avenue)	\$305,791.25	\$305,791.25
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:		\$1,223,165.00

EXHIBIT C

Reporting Requirements

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Sample Financial Report

Project Name:	
Quarterly Period:	

Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	Total Project Funding (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$)
5.	Adjusted Project Funding (Line 3 minus Line 4)	\$

Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	Total Project Funding Received (Total lines 6 + 7)	\$	\$	\$

Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	Total Project Funding Expended (Total lines 9 + 10)	\$	\$	\$

Section D: Available Funding to Date

12.	Adjusted Project Funding (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	Available Project Funding to date (Line 12 minus line 13)	\$

Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
Revised contract amount	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
Total Earned Less Retainage	\$
Total Amount Paid to Date	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

Section F: Quarterly Detailed Expenditures (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

Section G: Project Schedule & Status

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	<input type="checkbox"/> Ahead by ___ Days <input type="checkbox"/> Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

Section H: Performance Metrics

A. Project schedule to be provided by Contractor and maintained to reflect progress and timeliness of project. Payment schedule to be monitored for percentage of completion.

B. Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

MAP PMO Project Status Report *Template*





<Agency> Project: <i><fill in project name or id></i>		Owner: <i><fill in></i>	July 15, 2019
Progress update <ul style="list-style-type: none"> • Key activities since the last status report • ? 		Overall Progress  <div style="border: 1px solid black; padding: 5px; display: inline-block;">  Red = Execution critical delay  Amber = Delay; but recoverable  Green = On track </div>	
Key activities to be completed in the next <2-4> weeks: <ul style="list-style-type: none"> • ? • ? 		Summary: (may include) <ul style="list-style-type: none"> • Key take-aways for BoCC, OB and SurTax Admin • Project run rate; actual vs. planned • % Milestones met • Days over budget • Leverage ratio • Key reminders of critical decisions/milestones/etc. 	
Issues/Challenges:		Proposed solutions:	

Exhibit D Form Contracts

Surtax-Funded Projects Form Construction Contract:

Surtax-Funded Projects Form Consultant Contract:

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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: Andy Berns
FROM: Sandy Luongo
DATE: 7/29/2021
SUBJECT: Generac Generator Radiator Replacement Town Hall

Recommendation

It is recommended that Town Council approve the attached resolution for the selection of *All Power Generator, Corp.* to provide a radiator replacement to the Town Hall Generac SD300 generator in order to provide continuity of operations at Town Hall during a disaster.

The vendor was selected through the Town's competitive Quote process, RFQ:21-105, who provided a quote for the amount of \$12,500.00.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- B. Enhanced Resource Management
- C. Reliable Public Safety
- D. Improved Infrastructure

Background

The Town's Generac SD300 Generator was installed in 2012 by Bejar Construction in accordance with Resolution No. 2012-69. The two (2) year warranty expired in 2014.

The radiator developed a crack and is not repairable, therefore a replacement is necessary in

order to maintain a fully operational generator which is critical to the continuity of operation at Town Hall in the event of a disaster.

Four (4) quotes were received, however the lowest bidder withdrew his bid and the second lowest bidder was unable to provide the documents as required by the Town's procurement policy, therefore All Power Generator, Corp., as the next lowest most responsive and responsible bid, was selected as they did provide all the required documents by the Town.

Fiscal Impact/Analysis

Competitive quotes were secured from four (4) vendors, in accordance with the Town's Procurement Policy.

Competitive Bid Results:

Company Name	Total Cost
Circle Generator Services, Inc	\$10,941.28
TAW Power Systems, Inc.	\$12,250.00
All Power Generators, Corp.	\$12,500.00
Genset Services, Inc.	\$13,316.03

Funding will be obtained utilizing the current Fiscal Year 2021 Non-Departmental contingency account in the amount of \$12,500.

Staff Contact:

Sandra Luongo, General Services Manager

Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
All Power Generators Radiator Repair RESO - TA Approved	7/16/2021	Resolution
All Power Generators Quote	7/16/2021	Resolution

RESOLUTION NO. 2021 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING A PURCHASE ORDER TO ALL POWER GENERATORS, CORP, IN THE AMOUNT OF \$12,500.00 TO REPLACE THE RADIATOR FOR THE GENERAC SD300 GENERATOR AT TOWN HALL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Generac SD300 generator that services Town Hall was installed by Bejar Construction in 2012 in accordance with Town Resolution No. 2012-69; and

WHEREAS, the two (2) year warranty expired in 2014; and

WHEREAS, the generator is out of service due to a defective radiator that must be replaced; and

WHEREAS, a fully operational generator is critical to the continuity of operations of the Town in the event of a disaster such as a hurricane; and

WHEREAS, Circle Generator Services, Inc. provided the lowest-priced quote as per the Town's procurement process for the replacement of the radiator in the amount of \$10,941.28, which includes the costs of the unit and labor; and

WHEREAS, Circle Generator Services, Inc., however failed to provide all the necessary supporting documents as required by the Town's procurement process; and

WHEREAS, TAW Power Systems, Inc., had the next lowest quote for a total of \$12,250.00, but is also unable to provide all the necessary supporting documents as required by the Town's procurement process; and

WHEREAS, All Power Generators, Corp. provided the third lowest-priced in the amount of \$12,500.00, which includes the costs of the unit and labor; and

WHEREAS, All Power Generator, Corp. was able to provide all the necessary supporting documents as required by the Town's procurement process; and

WHEREAS, it has been determined to be in the public's best interest to proceed with the selection of All Power Generators, Corp. to replace the generator's radiator.

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

Section 1. ADOPTION OF RECITALS. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2. AUTHORIZATION. The Town Council hereby authorizes the issuance of a Purchase Order to All Power Generators, Corp. for the replacement of the radiator for the generator servicing Town Hall in the amount of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00), which includes the costs of the unit and labor.

Section 4. AGREEMENTS. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this 29 day of July, 2021, on a motion by _____ and
seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
100099.01

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TOWN OF SOUTHWEST RANCHES, FLORIDA
QUO NO.: 21-105 GENERAC RADIATOR REPLACEMENT

RESPONSE TO REQUEST FOR QUOTATIONS

QUO NO.: 21-105

COMPANY NAME: All Power Generators, Corp.
OWNER/CONTACT NAME: Juan Garcia
ADDRESS: 9841 NW 117 Way
Medley, FL 33178
TELEPHONE NUMBER: 305 888 0059 ext. 227
EMAIL ADDRESS: mfeliciano@allpowergenerators.com
SIGNATURE: Juan Garcia

Earliest start date:	4-5 weeks
Drain cooling system, dispose of old coolant in a proper manner	
Remove upper & lower radiator hoses	
Remove existing radiator and dispose of in a proper manner	
Supply & install NEW OEM radiator with NEW OEM upper & lower hose	
Supply & install NEW - clamps, radiator cap, lower cooling system drain hose, engine coolant, engine fan belt 17 gallon	
Reassemble enclosure panels, test & verify operation	
TOTAL QUOTE	\$ 12500.00

Detailed Quote as per specifications attached: (YES) / NO

NOTE: Please refer to Page #2 for LIST of additional submission requirements.

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

June 10, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held in person and virtually using the ZOOM meeting platform. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Proclamation for Rick Cormier Day

Mayor Breitkreuz announced that a proclamation recognizing Rick Cormier of Lemon Lime Landscaping would be read into the record to recognize his volunteer service.

4. Representative Robin Bartleman - Legislative Update

State Representative Robin Bartleman announced that Governor DeSantis approved the budget which included the Country Estates Drainage and Water Quality Improvement project. She also spoke about regional bills that were approved that would improve drainage for the region and the State of Florida as a whole. She also gave accolades to Town Attorney Poliakoff and Town Administrator Berns for their diligence in working with her on several bills that may have affected local control as part of her work on the State Affairs Committee.

5. Public Comment

The following members of the public addressed the Town Council: Marianne Allen, George Cailis, Michelle McBride, Chase Pepper, Jim Laskey, Newell Hollingsworth, and Debbie Green.

6. Board Reports

Christina Brownlow, Chair of the Parks Recreation and Open Space Advisory Board, spoke about the focus of the Board on habitat preservation and indicated the Town has taken the Mayor's Monarch Pledge and the importance of pollinators to the environment. The Board also wants to raise awareness about vandalism in the parks to curtail the number of incidents.

George Morris, Chair of the Drainage and Infrastructure Advisory Board spoke about the potential need for the increase in size of the surface water management area. He thanked Town Administrator Berns and his staff on how they have managed operations while the Town was closed to the public during the pandemic.

7. Council Member Comments

Council Member Jablonski thanked Representative Bartleman for all of her efforts. He advised that the Town will hold the First Responders photo shoot on July 13th at the Rolling Oaks Barn. He advised that in advance of the July 4th holiday the Town would be erecting signs asking people to be mindful of their neighbors and livestock when using fireworks. He responded to public comments made by Mr. Cailis about the condition of the property adjacent to his. He indicated that he was unsure what could be done but he would continue to monitor the situation. He congratulated the graduating students from the Class of 2021 who have had a very difficult year because of the pandemic. He also congratulated Madison Sullivan for winning the Silver Knight award.

Vice Mayor Hartmann stated he was happy to once again be meeting in person. He spoke in favor of Council Member Allbritton's suggestion to pursue CARES Act funding in relation to the Volunteer Fire Rescue Department's COVID response if possible. He spoke about the upcoming First Responder Photo Shoot at the Barn on July 13th. He also indicated there were two rain dates, July 20th and July 27th if needed. He indicated that he had some thoughts about the property next to George Cailis and would speak to him personally about them. He also wished everyone a Happy 4th of July.

Council Member Kuczenski felt that the Town Council Meetings and HOA Meetings provided an important forum for residents to speak with Council Members. He spoke about the topic of canal cleanouts that was discussed at the recent Drainage and Infrastructure Advisory Board. He offered support to Mr. Cailis about the ongoing situation he has endured with the property adjacent to his. He urged residents to get vaccinated against COVID. He asked if there was a way to have the Advisory Boards utilize ZOOM to keep it accessible for residents. He spoke about the Children's Photo Contest for the Town Newsletter and the 2022 Town Calendar Photo Contest sponsored by the Rural Public Arts Board. He urged residents to register for Code Red for emergency notifications. He also expressed gratitude that the Country Estates Drainage Project was approved by Governor DeSantis. He spoke about the pending bill to prohibit anonymous code complaints and felt that it would have a negative effect and deter people from reporting violations to Code. He stated that he would oppose any efforts to create condensed or zero lot line affordable housing and would also oppose any efforts to make Dykes Road 4 lanes wide. He spoke in favor of the Volunteer Fire Rescue Department and recounted a recent accident with an ejection on Griffin Road that the Department responded to. Lastly, he indicated that he may not be in attendance at the June 24th Town Council meeting as he had surgery scheduled.

Council Member Allbritton was grateful to be meeting in person once again. He spoke about his campaign platform to combat speeding in Town and indicated that enforcement had stepped up and cited police department statistics that proved the number of speeding tickets written had increased. He also spoke of signs that he had commissioned to help combat speeding in neighborhoods and advised that he had some available if anyone was interested. He thanked the Town Administrator and staff for their support and advised that he read all information prepared by staff so that he would be prepared for meetings.

Mayor Breitkreuz welcomed Council Members Allbritton and Kuczenski to the dais and congratulated them on all they have accomplished to be elected and serve the residents. He thanked Town Administrator Berns and his staff for their efforts over the past 15 months in dealing with the pandemic continuing to provide services to the residents. He also thanked Assistant Town Administrator/Town Clerk Muniz for his efforts as well. He also spoke about the drainage project in Pembroke Pines referenced by Representative Bartleman. He felt that water doesn't know Town boundaries and the Pembroke Pines project would benefit the Town as well. He also addressed her comments about affordable housing and indicated that the Town was not the right place for that type of housing as it was not in line with the rural lifestyle. Addressing public comments made regarding using Zoom meetings beyond June, he indicated that it was not possible due to the mandate from the State indicating that meetings must take place in person beginning in July. He spoke of the ideas mentioned by George Cailis on how to address the nuisance property adjacent to his and asked to schedule a meeting with Mr. Cailis, Town Administrator Berns, Town Attorney Poliakoff, and himself to determine a strategy to pursue. Lastly, he addressed the overlay idea along SW 188th Avenue that he brought up at the last meeting and stated that after careful consideration it was determined that it would not be viable.

8. Legal Comments

Town Attorney Poliakoff advised there was a proliferation of illegal parties that were occurring around Town. He recognized that Code has some limitations in curtailing these parties and urged residents to call Davie Police at 954-693-8200 should one of these parties occur. He urged everyone to get the vaccine and stated that there was no wait to get a vaccine at the CVS at Griffin Road and Flamingo Road. Mayor Breitkreuz asked Town Attorney Poliakoff to place an article in the newsletter to discuss the proposed law concerning the prohibition on anonymous code enforcement complaints. Town Attorney Poliakoff responded that he would but also wanted to clarify that if a resident want to remain anonymous they could call a member of the Town Council to lodge the complaint and then the Council Member can list themselves as the complainant.

9. Administration Comments

Town Administrator Berns advised although Representative Bartleman left the meeting earlier she was listening at home and wanted to clarify for the record that her comments regarding affordable housing were not relating to the Town of Southwest Ranches but rather Broward County at a macro level. He also mentioned that the DMV FLOW program would be restarting in July or August.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT AND A MAINTENANCE CONTRACT WITH TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. FOR THREE (3) COPIER/PRINTER/SCANNERS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Hartmann, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED SIXTEEN THOUSAND DOLLARS AND ZERO CENTS (\$16,000.00) TO SOUND PLANNING DISTRIBUTORS FOR A NEW CAMERA SYSTEM FOR THE TOWN COUNCIL CHAMBERS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION IN AN AMOUNT NOT TO EXCEED \$16,000.

Discussion

12. Fire Assessment Update, Mayor Breitkreuz

Mayor Breitkreuz indicated that he asked this discussion item be placed on the agenda because there have been some challenges with the fire assessment over the past several years. Once he was elected he wanted to examine what was occurring with the fire assessment and provide as much time as possible to react and adjust. In examining the data it became apparent that the mix in call volume has changed significantly. Over the past year, the calls from the residential category has increased significantly. As a result, the resident's portion of the fire cost will therefore increase. He introduced Town Financial Administrator Sherwood to present the findings. Mayor Breitkreuz assured the residents that the presentation would be available online subsequent to the meeting.

Financial Administrator Sherwood presented a PowerPoint presentation created in conjunction with the Town's consultant Chris Wallace of Munilytics that outlined the utilization of fire service by categories, exemptions provided by the Town, methodology considerations, and the costs to be included. Town Financial Administrator Sherwood explained that fire costs rose by approximately \$200K but 80% of that or approximately \$160K was due to contractual obligations. He advised that cost increases would be covered in greater detail at the June 24th meeting.

Regarding utilization considerations he explained that the Town was using a rolling five year average. He explained that the current five year average (2015-2019) for the Residential category was 56.08% of calls but had dramatically increased to 65.29% for the latest five year average (2016-2020) which he attributed in large part to the COVID pandemic and many people staying at home.

Chris Wallace of Munilytics spoke about the various exemptions and considerations provided by the Town including totally disabled veterans and those statutorily provided for, such as those

designated with the Agricultural classification. He outlined the factors influencing rates including the proportion of calls for service in each category, costs of service, subsidy or no subsidy by general fund, and the selection of "discrete" or "blended" categories to eliminate rate volatility. He further indicated that it may make sense to blend the Commercial, Industrial and Institutional categories because they did not even equal 4% of the Town's taxable value, while the Residential category was 88%.

Mayor Breitkreuz felt that the best approach was to use the five year average to smooth out the "bumps." He indicated that the Town currently uses the "discrete" categories but it might make sense to use the "blended" categories to smooth things out. He wanted to get feedback from the Town Council and the residents. Vice Mayor Hartmann agreed with the five year average but was still uncertain about the blended categories. Council Member Kuczenski agreed with the five year average. Council Member Jablonski also agreed with the five year average but the blended categories needed more examination. Mayor Breitkreuz emphasized that the Town Council was only discussing this in terms of the methodology, not the actual rates at this time. He encouraged residents to contact the Town Council when the tax notices were received if something has radically changed so that the Town Council can address any issues early in the process.

13. Approval of Minutes

a. May 13, 2021 Regular Meeting

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE MINUTES.

14. Adjournment

Meeting was adjourned at 9:08 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of July 29, 2021

Steve Breitkreuz, Mayor

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

DRAFT

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

June 24, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held in person and virtually using the ZOOM meeting platform. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:15 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

5. Public Comment

The following members of the public addressed the Town Council: Chris Brownlow, Fred Cox, Marianne Allen, Gay Chaples, Newell Hollingsworth, Dee Schroeder and Chase Pepper.

6. Board Reports

Jason Halberg, Chair of the Comprehensive Plan Advisory Board, advised the nursery ordinance has been completed and ready to go before the Town Council for consideration. He thanked his fellow board members for their time and patience as well as the public for their input.

7. Council Member Comments

Council Member Kuczenski advised as to why he was not at the meeting physically due to his having had surgery. He advised that he did go back and visit George Cailis and he expressed his concern regarding Mr. Cailis' neighbor's property. He then encouraged the residents to consider getting the COVID-19 vaccine, especially since Town Hall was reopening. Lastly, Council Member Kuczenski spoke on the previous day's storm and the death of two horses in the Town due to a lightning strike.

Council Member Jablonski thanked everyone that worked so hard to raise money for the Town scholarship which resulted in a record year. He then presented a sign for the public to see regarding animals and fireworks and advised the residents to please be mindful of the animals during the 4th of July festivities. Council Member Jablonski reminded the residents of the July 10th "Hazmat at the Barn" household hazardous waste event. He advised the public \$113,000 was allocated for refurbishment of all the parks which included such projects as, the playgrounds at the Country Estates Fishing Hole and the Sunshine Ranches Equestrian Park, both wetlands at Rolling Oaks Park along with the fitness trail and resurfacing the ball field at Country Estates park. Council Member Jablonski spoke about the increase of applications for lot splits. He stated he will not support any applications for them. He then spoke about the June 17th Comprehensive Plan Advisory Board meeting and he felt the number of people on the Board made it very difficult to manage the meeting. He was concerned as the Charter Review was next on the Comprehensive

Plan Advisory Board's schedule. He felt the original number of board members, which is 7, is where the Comprehensive Plan Advisory Board should be. Council Member Jablonski spoke about the Nursery Ordinance coming forward for consideration and he wondered if it shouldn't. He asked for his fellow Council Members opinion.

Council Member Allbritton agreed with Council Member Jablonski regarding the nursery ordinance however, he reminded everyone the reason why the ordinance was originally put in place. He stated a workshop should be held to discuss how to stop people coming in under the pretense of nurseries when they are really lawn maintenance companies. He addressed a member of the public to see him after the meeting to discuss his concerns. He advised the residents he reported approximately 40 potholes in Green Meadows and Deems Ranches to be repaired.

Vice Mayor Hartmann spoke about the issues with bulk and trash pickup and he felt Waste Pro has done a terrible job. He asked Town Financial Administrator Sherwood, when Waste Pro's contract was up to which he responded, "One year left, 2022". Vice Mayor Hartmann spoke about the coyote problem throughout the Town. He asked Town Attorney Poliakoff a question regarding shooting a coyote if it is attacking his livestock, to which the Town Attorney stated he couldn't answer right then but would get that answer for Vice Mayor Hartmann. Vice Mayor Hartmann also addressed a member of the public to speak to him after the meeting. A conversation was had between Vice Mayor Hartmann and Council Member Jablonski regarding the Comprehensive Plan Advisory Board performing the Charter Review, the number of landscape maintenance company vehicles parked throughout the Town and whether the item should be pulled from the nursery ordinance or start enforcing the Code, keeping the zoning in progress in place regarding landscape companies and standing by their decision to appoint non-Town members to the Comprehensive Plan Advisory board.

Mayor Breitreuz commented on items addressed by other members of the Town Council. He mentioned the Town is working on an event in observance of the 9/11 tragedy. Mayor Breitreuz stated he spoke with George Cailis and assured him the Town Council is working on getting together and there may be some other options or alternate ways to approach his issue. He then advised the public that starting in July all meetings must be in person and not virtual, however the Town is working on livestreaming the meetings so the public can at least be present virtually. Next, Mayor Breitreuz provided his thoughts on the Nursery ordinance and discussed it further with the Town Council. He then thanked the Comprehensive Plan Advisory Board for the time and effort they put into it. Lastly, Mayor Breitreuz clarified the Fire Methodology fee in response to a comment made during the Public Comments portion of the meeting.

8. Legal Comments

Town Attorney Poliakoff provided the Town Council a "heads up" regarding the increase in property value and more homeowners in the Town are interested in subdividing their properties. Town Attorney Poliakoff advised the Town is seeing an increase in applications submitted for lot splits and in the coming months he advised the Town Council there will be more. Vice Mayor Hartmann asked if somebody comes in and applies to split their property and the applicant meets all the legal requirements, could the Town stop them, to which Town Attorney Poliakoff indicated that they could not. Lastly, he wished everyone a very happy 4th of July.

9. Administration Comments

Assistant Town Administrator Muñiz expressed grief and offered thoughts and prayers on behalf of the Town to the residents and employees of the Town of Surfside following the tragic collapse of the Champlain Towers condominiums. He wished a happy vacation to Town Administrator Berns and a speedy recovery to Council Member Kuczenski.

Discussion**10. Adjournment**

Meeting was adjourned at 9:02 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 29th day of July 2021.

Steve Breitreuz, Mayor

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