



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of February 12, 2015

Southwest Ranches Council Chambers  
7:00 PM THURSDAY

13400 Griffin Road  
Southwest Ranches, FL 33330

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<u>Mayor</u> Jeff Nelson	<u>Town Council</u> Steve Breitzkreuz Gary Jablonski Doug McKay	<u>Town Administrator</u> Andrew D. Berns	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice-Mayor</u> Freddy Fisikelli		<u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muñiz, MMC

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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. Presentation – Rolling Oaks Barn Development Video – George Morris, PHI**
- 4. 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.
- 5. Board Reports**
- 6. Council Member Comments**
- 7. Legal Comments**
- 8. Administration Comments**
- 9. Ordinance – 1<sup>st</sup> Reading** - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2015-2019 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. **{Second Reading will be held on February 26, 2015}**
- 10. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE'S DECISION TO RANK PRESTIGE PROPERTY MAINTENANCE AS THE HIGHEST QUALIFIED PROPOSER FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH PRESTIGE PROPERTY MAINTENANCE, INC. TO PROVIDE TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN ADDITIONAL 2014-2015 EXPENSE NOT TO EXCEED \$54,555 (FIFTY-FOUR THOUSAND, FIVE HUNDRED FIFTY FIVE DOLLARS) FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES, WHICH INCLUDES AN ADDITIONAL \$32,755 FOR THE PRORATED CONTRACTUAL INCREASE AND \$21,800 FOR AN INITIAL ONE TIME CLEAN UP; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION

FROM THE GENERAL FUND AND TRANSPORTATION FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 11. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE’S DECISION TO RANK PRESTIGE PROPERTY MAINTENANCE AS THE HIGHEST QUALIFIED PROPOSER FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH PRESTIGE PROPERTY MAINTENANCE, INC. TO PROVIDE TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$43,197 (FORTY-THREE THOUSAND, ONE HUNDRED NINETY SEVEN DOLLARS) FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES, WHICH INCLUDES AN ADDITIONAL \$26,882 FOR THE PRORATED CONTRACTUAL INCREASE AND \$16,315 FOR AN INITIAL ONE TIME CLEAN UP; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 12. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE’S DECISION TO RANK PRESTIGE PROPERTY MAINTENANCE AS THE HIGHEST QUALIFIED PROPOSER FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH PRESTIGE PROPERTY MAINTENANCE, INC. TO PROVIDE TOWN-WIDE IRRIGATION MAINTENANCE SERVICES TO THE TOWN; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$12,157 (TWELVE THOUSAND, ONE HUNDRED FIFTY SEVEN DOLLARS) FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES, WHICH IS THE PRORATED CONTRACTUAL INCREASE; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND AND TRANSPORTATION FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 13. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE’S DECISION TO RECOMMEND RELIANCE CONTRACTORS AS A QUALIFIED PROPOSER FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH RELIANCE CONTRACTORS TO PROVIDE TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN IN AN AMOUNT NOT TO EXCEED \$67,536 (SIXTY SVEN THOUSAND, FIVE HUNDRED THIRTY SIX DOLLARS PER FISCAL YEAR; APPROVING AN EXPENSE NOT TO EXCEED \$39,396 (THIRTY NINE THOUSAND, THREE HUNDRED NINETY SIX DOLLARS) FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES, WHICH IS THE PRORATED AMOUNT FOR THE REMAINDER OF FY 2014-2015; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 14. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING A QUOTE SUBMITTED BY LEE LESTER, INC. TO REMOVE AND TO REPLACE APPROXIMATELY EIGHT HUNDRED SQUARE FEET OF DRAIN FIELD AT THE SOUTHWEST RANCHES FIRE STATION LOCATED AT 17220 GRIFFIN ROAD, AUTHORIZING THE TRANSFER OF FISCAL YEAR 2014-2015 BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.
- 15. Board Appointments**
  - a. Council Member Jablonski – Rural Public Arts Design Advisory Board
  - b. Town Council – Recreation, Forestry, and Natural Resources Advisory Board
- 16. Approval of Minutes**
  - a. Minutes for January 22, 2015 – Regular Meeting
- 17. Adjournment**

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

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

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

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

**Andy Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muñiz, Assistant Town Administrator**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andy Berns, Town Administrator

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

**DATE:** February 12, 2015

**SUBJECT: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE**

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### **Recommendation**

Recommend that the Town Council adopt the updated Five-Year Schedule of Capital Improvements.

### **Strategic Priorities**

- A. Sound Governance
- D. Improved Infrastructure

### **Issue**

Chapter 163, Florida Statutes requires that every local government annually update the Five-Year Schedule Of Capital Improvements (“Schedule”) within Its Comprehensive Plan in order to demonstrate that the local government has the ability to implement the plan and ensure that adopted level of service standards are maintained for concurrency related facilities (drainage, parks and recreation, schools, and transportation facilities).

### **Background**

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park

acreage, traffic movement, drainage) will be maintained over the next five years. The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

Amendments to the Schedule are not deemed to be comprehensive plan amendments, and do not require State Land Planning Agency review. The Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed Schedule update and recommends its approval.

**Fiscal Impact/Analysis**

Capital Improvement Projects are Town projects where the anticipated value of the asset created generally has an estimated value of at least \$25,000. An asset for these purposes is an item which is not generally consumed for operating purposes and which has an expected life of not less than three years.

Funding for capital improvement project items generally comes from surplus revenues from other governmental funds (particularly the general governmental operating fund – also known as the “General Fund”). Additional revenue maybe derived from the Fire Assessment, debt service proceeds, grants, other permissible interfund transfers or from Fund Balance. Wherever possible, the various projects included in the 5-Year Capital Improvement Plan have identified funding sources for each fiscal year of appropriation. Accordingly, Staff has summarized the yearly totals of fiscal impact for all Townwide capital improvement projects as either funded or not funded as follows:

<b>Fiscal Yr.</b>	<b>FUNDED</b>	<b>NOT FUNDED</b>	<b>TOTAL</b>
<b>2015</b>	\$ 2,069,946	\$ 1,131,509	\$ 3,201,455
<b>2016</b>	615,200	4,524,344	5,139,544
<b>2017</b>	739,800	1,767,225	2,507,025
<b>2018</b>	688,000	861,000	1,549,000
<b>2019</b>	<u>795,600</u>	<u>5,550,000</u>	<u>6,345,600</u>
<b>TOTALS</b>	<u>\$ 4,908,546</u>	<u>\$13,834,078</u>	<u>\$18,742,624</u>

**Staff Contact**

Jeff Katims, AICP, CNU-A, Assistant Town Planner  
 Emily McCord Aceti, Community Services Coordinator  
 Martin Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

**ORDINANCE NO. 2015 -**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2015-2019 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3177, F.S. requires that every local government annually update the Five-Year Schedule of Capital Improvements ("Schedule") by ordinance; and

**WHEREAS**, Section 163.3177, F.S. provides that updates to the Schedule shall not be deemed to be amendments to the comprehensive plan; and

**WHEREAS**, the Town Council of the Town of Southwest Ranches has prepared its Schedule in accordance with the standards and requirements of Section 163.3177, F.S.; and

**WHEREAS**, the Local Planning Agency held a duly noticed public hearing on February 12, 2015.

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

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

**SECTION 2: Amendment.** That the Five-Year Schedule of Capital Improvements is hereby updated in compliance with Section 163.3177, F.S. as shown in Exhibit "A", which is attached hereto and made a part hereof.

**SECTION 3: 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 4: 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 5: Effective Date.** This Ordinance shall take effect immediately upon its adoption.

**PASSED ON FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2015 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_\_, 2015, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Nelson \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
McKay \_\_\_\_\_

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

\_\_\_\_\_  
Jeff Nelson, Mayor

Attest:

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

Approved as to Form and Correctness:

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

**EXHIBIT "A"**

**FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS  
FY 2014/15 – 2018/19 WITH SUPPORTING DATA AND ANALYSIS**

(ATTACHED)

112237514.1

**PROPOSED FY 2014-2015 ANNUAL UPDATE TO CIE**

Exhibit A

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**CAPITAL IMPROVEMENTS ELEMENT**

**Part III-G: Support Documents**

**Town of Southwest Ranches**

**CAPITAL IMPROVEMENTS ELEMENT**

The purpose of the Capital Improvements Element is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the Level of Service (LOS) standards adopted in the comprehensive plan are achieved and maintained through at least the five-year planning horizon.

**Public Facility Needs**

**Transportation including Mass Transit**

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (~~2015-2020~~): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

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All Town owned and maintained roadways operate at or above the adopted LOS Standard, and are projected to continue to do so within the five year planning period, except for Dykes Road (160<sup>th</sup> Avenue), which is currently over capacity at its intersections with both Griffin Road and Sheridan Street. Dykes Road is a two lane regional collector spanning the Town from north to south (approximately 2.5 miles) that connects the densely populated cities of Miramar, Pembroke Pines and Weston, via the sparsely populated Town of Southwest Ranches. Within Southwest Ranches, the road functions as more of a conduit for extra-jurisdictional traffic and local residential access than it does as a local collector (as evidenced by only one full intersection bookended by two other jurisdictions, and the predominating one dwelling unit per acre residential future land use map designation of the corridor). The few properties within the corridor designated for nonresidential use (Community Facility) are developed, and the remainder of properties and the few streets feeding into Dykes Road are designated residential at one dwelling unit per acre, and thereby constitute de minimis impacts. Therefore, the Town does not plan to improve Dykes Road. Mass Transit facilities are provided by Broward County Transit.

The following documents are hereby incorporated by reference:

- \* Broward County Transportation Improvement Program for FY ~~2014/15~~ – ~~2018/19~~
- \* Broward County MPO Cost Feasible Long-Range Transportation Plan 2035
- \*FDOT Adopted Work Program FY ~~2014/15~~ – ~~2018/19~~

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**Sanitary Sewer**

The 60-acre Coquina Commercial Center at the Town’s southern boundary and the New Testament Church at the Town’s northern boundary are served by the City of Sunrise sanitary sewer system. The City of Sunrise Utilities Department maintains a retail service agreement with these two locations. The only other properties served by

**VIII. Capital Improvements Element Data, Inventory & Analysis**

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centralized sanitary sewer are within the Cooper City service area, which covers frontage properties on Flamingo Road at the Town's eastern boundary, and the Stone Creek at Sunshine Ranches neighborhood (eight single-family homes). Included in this service area are St. Mark's Church and Archbishop McCarthy High School. All other properties in the Town utilize private septic tank systems. The Town is not involved in any manner with sanitary sewer service and thus, has no capital expenditures related to sanitary sewer service.

**Potable Water**

The Town does not maintain potable water treatment or distribution facilities and thus, does not have any capital improvement expenditures related to the supply or distribution of potable water. At least 90 percent of the households in the Town of Southwest Ranches are supplied with potable water via an on-site domestic self supply system (private well). The remaining ten percent of households have the option to connect to public water systems, but do not need to. The City of Sunrise, and Cooper City maintain retail service agreements with properties connected to their systems located in the Town of Southwest Ranches, however, the Town itself is not involved in any manner with potable water service, and thus, has no capital expenditures related to potable water service.

The August 27, 2008 Sunrise 10-Year Water Supply Facilities Work Plan is hereby incorporated by reference.

**Solid Waste**

Collection and disposal of Solid Waste are the responsibility of contracted haulers and Broward County Solid Waste Division. The Town of Southwest Ranches maintains agreements with these entities to ensure that solid waste is collected and disposed of according to the terms of the contract and within all safety regulations. No public capital improvements are needed to maintain the adopted level of service standards. All agreements are currently up-to-date and will be continuously monitored as needed.

The Broward County Capital Improvements Program FY ~~2014/15~~ – ~~2018/19~~ is hereby incorporated by reference.

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**Drainage**

Primary and secondary drainage within the Town is the responsibility of two independent drainage districts, each with regulatory, taxing and bonding authority. The drainage districts are responsible for the establishment and maintenance of all primary and secondary canals within the Town, and review development permits for compliance with their respective LOS Standards, which the Town has adopted. Both drainage basins function at their respective adopted LOS Standards.

**VIII. Capital Improvements Element Data, Inventory & Analysis**

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The Town has adopted a Comprehensive Tertiary Drainage Master Plan. This conceptual plan identifies the general pathways (swales and drainage easements) that stormwater uses to make its way to the canal system. The purpose of the plan is to speed the clearance of stormwater from streets and yards after major storm events. A principal means of implementing the plan is enforcing proper swale grading and driveway swale cross-sections when new homes are constructed and when driveways are added or re-graded. The plan and the conceptual improvements it identifies are not necessary for maintaining the adopted LOS Standard, and do not impose a capital obligation upon the Town.

The Town may undertake targeted improvements from time to time when funds are available, in order to compliment drainage district canal improvements and to improve the drainage from storm events that exceed the design storm events for which the adopted LOS Standards are based. There are no existing or projected drainage LOS deficiencies identified in the comprehensive plan over the next five years.

**Parks and Recreation**

The adopted parks and recreation level of service standard of the Town of Southwest Ranches is to provide six acres of local and community park land per 1,000 residents. Currently, the Town owns a total of 153.54 acres of park land. According to the adopted comprehensive plan, the demand for local and community parks and recreation facilities in the year 2019, the long term planning horizon, will be 58.38 acres. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trails, picnic areas, boat ramps, and play areas.

**Schools**

The uniform, district-wide adopted LOS is 100 percent of gross capacity (with relocatable classrooms) for each public elementary, middle, and high school within Broward County. The adopted LOS will be met within the short and long range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP.

The School Board of Broward County District Educational Facilities Plan FY ~~2014/15~~ – ~~2018/19~~ is hereby incorporated by reference.

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**Public Education and Public Health Systems**

**Public Education Facilities**

There are no public education facilities within the Town of Southwest Ranches.

## VIII. Capital Improvements Element Data, Inventory & Analysis

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### **Public Health Facilities**

There are no public health facilities located within the Town of Southwest Ranches.

### **Existing Revenue Sources and Funding Mechanisms**

The Town of Southwest Ranches has established four revenue and expenditure fund categories: general, transportation, debt service, and capital. As common with most other local governments, the largest of these fund categories is the general fund which is used to pay for all personnel and operating expenditures. The transportation fund is used to pay for general road maintenance, traffic studies, traffic calming and other transportation-related activities. The debt service fund is established to set aside all money needed to repay debt issuances. Finally, the capital fund is established to pay for all major capital improvements that have a life of three or more years.

Below is an inventory of revenue sources, organized by fund category, which are available to the Town of Southwest Ranches.

### **General Fund**

As stated above, the Town's General Fund is the largest of four funds established by the Town. Fund revenues include taxes, franchise fees, licenses and permits, fines and forfeitures, charges for services, and other miscellaneous service fees. General Fund expenditures include all operating and personnel expenditures and the allocation of monetary reserves.

### **Transportation Fund**

Transportation Fund revenues include intergovernmental revenues which are made up of local option and gas taxes, revenue transfers from general funds, and unexpended reserves from previous years. Fund revenues are typically dedicated to road maintenance activities, traffic studies, and other transportation-related activities.

### **Debt Service Fund**

The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

### **Capital Fund**

The capital fund was established to track and plan for all major capital projects of the Town. Revenues to pay for capital expenses typically come from intergovernmental revenues including grants, transfers from the general fund, and various lines of credit and bonding mechanisms.

**ANALYSIS**

The element is based on the following analyses which support the comprehensive plan.

**Current local practices that guide the timing and location of construction, extension, or increases in capacity of each public facility.**

The Town of Southwest Ranches reviews the impact of all new development on drainage, parks and recreation, and transportation facilities. It also coordinates with Broward County in the permitting process to ensure that all new development meets any adopted LOS standards of the county. The Town relies upon its comprehensive plan to identify any projected LOS deficiencies or needs for capacity increases. At this time, there are no deficiencies projected to occur in the five year capital improvement planning horizon.

**Fiscal implication of existing deficiencies**

As indicated in the section on public facility needs, above, there are no existing deficiencies in the Town of Southwest Ranches in which the Town is financially responsible. All of the existing transportation deficiencies identified are to be funded and corrected exclusively by Broward County as indicated in the Broward County MPO Cost Feasible Long Range Transportation Plan.

**Impacts of public education and public health systems on infrastructure**

There are no public education or public health facilities in the Town of Southwest Ranches. As such, there are no impacts of these systems on the Town's infrastructure.

**Timing of Capital Improvements**

The Town continues to schedule improvements so that they are available concurrent with the impact of development in accordance with Chapter 163, Florida Statutes.

**Ability to Fund Capital Improvements**

The Town does not have any planned capital improvement projects needed to maintain adopted level of service standards. Shown in Appendix D is the five-year schedule of capital improvements (SCI) for facilities subject to concurrency evaluations. All capital improvements included in the table are enhancements to public facilities already meeting adopted level of service standards. The ability to fund these capital improvements is demonstrated in a balance of revenues and expenditures as shown in Appendices A [and](#) B.

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**Summary and Conclusions**

The Town of Southwest Ranches has successfully secured the public facilities needed through capital improvement planning to implement the comprehensive plan as currently adopted. There are no further capital improvements that need to be funded over the next five years in order to meet adopted level of service standards.

**Appendix A: Five-Year Forecast of Capital Expenditures (Capital Improvements Program)**

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VIII. Capital Improvements Element Data, Inventory & Analysis

Department Name	Project Name	Funding Source	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Public Safety	Fire Wells Replacement & Installation	FA	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
	Emergency Operations Center	NF	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
	Volunteer Fire Vehicle	NF	\$60,000	\$50,000	\$50,000	\$50,000	\$50,000		\$250,000
	Town-wide Utility Vehicle	GF-Tfr	\$27,675		\$0	\$0	\$0		\$27,675
Parks, Recreation & Open Space	Fishing Hole Park at Country Estates	G, CIP-FB, GF-FB	\$289,363	\$184,484	\$0	\$0	\$0	\$0	\$473,847
	Rolling Oaks Passive Park and Barn	CIP-FB	\$356,004	\$25,000	\$10,000	\$61,000	\$0	\$0	\$452,004
	Calusa Corners Park	G, CIP-FB, NF	\$400,000	\$60,000	\$346,000	\$655,725	\$6,500	\$0	\$1,068,225
	Southwest Meadows Sanctuary Park	NF	\$211,095	\$211,095	\$2,073,624	\$0	\$0	\$0	\$2,284,719
	Frontier Trails Park	NF	\$390,930	\$390,930	\$1,563,720	\$0	\$0	\$0	\$1,954,650
	Covered Dock on C-11 Canal	NF	\$75,000	\$100,000	\$0	\$0	\$0	\$0	\$175,000
	Transportation Surface Drainage Ongoing Rehab (TSDOR)	GF-TFR (mill=.3767 for FY 2015)			\$374,200	\$425,200	\$549,800	\$498,000	\$605,600
Transportation / Engineering	Drainage Improvement Projects	G, GF Tfr	\$400,000	\$450,446	\$100,000	\$100,000	\$100,000		\$850,446
	Guardrails Installation Project	GAS, TFB, G, GF-FB, NF	\$30,000	\$178,000	\$135,000	\$135,000	\$100,000	\$100,000	\$478,000
	SW 190 <sup>th</sup> Avenue Extension	G, GF Tfr		\$267,300	\$0	\$0	\$0	\$0	\$267,300
	Pavement Striping and Markers	GAS, TFB, GF-Tfr, GF-FB	\$40,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$240,000
	Town-wide Entranceway Signage	GF-Tfr	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
	SW 210 Ter Roadway Improvement	NF	\$150,000	\$150,000	\$95,000	\$704,500	\$704,500	\$0	\$1,654,000

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**VIII. Capital Improvements Element Data, Inventory & Analysis**

Streets Paving	NF	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$0	\$625,000
Roadside Drainage Swales	NF	\$61,000	\$61,000	\$61,000	\$61,000	\$61,000	\$0	\$305,000
Street Repairs (Non-Emergency)	NF	\$52,500	\$0	\$0	\$0	\$0	\$0	\$52,500
Major Sidewalk Repairs	GF-FB NF	\$32,000	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Street Lighting	NF	\$30,000	\$30,000	\$196,000	\$196,000	\$0	\$0	\$422,000
SW 60 Street Widening	NF	\$15,000	\$40,000	\$40,000	\$0	\$0	\$0	\$55,000
<b>PROJECT TOTALS</b>		<b>\$2,235,564</b>	<b>\$5,085,828</b>	<b>\$2,085,725</b>	<b>\$1,276,500</b>	<b>\$5,776,000</b>	<b>\$6,345,600</b>	<b>\$16,459,617</b>
			<b>\$3,201,455</b>	<b>\$5,139,544</b>	<b>\$2,507,025</b>	<b>\$1,549,000</b>		<b>\$18,742,624</b>

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
TFB	Transportation Fund Fund Balance
G	Grant Funding
GAS	Local Option Gas Taxes
GF Tfr	General Fund Transfer from Operating Revenues or Fund Balance (Reserves)
GF-FB	General Fund Fund Balance (Reserves)
DEBT	DEBT-General Obligation or otherwise
FA	Fire Special Assessment
SA	Special Assessment
NF	Not Funded

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program

Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service. All projects are subject to available funding.

VIII. Capital Improvements Element Data, Inventory & Analysis

**Appendix B: Funding Sources**

<b>Source Code</b>	<b>Source Name</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>Total</b>
<b>CIP-FB</b>	Capital Projects Fund Fund Balance	<del>\$465,335</del>	\$10,000	-	-	-	-	<del>\$465,335</del> \$158,484
<b>TFB</b>	Transportation Fund Fund Balance	<del>\$35,000</del>	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$35,000
<b>G</b>	Grant Funding	<del>\$82,770</del>	\$1,221,446	-	-	-	-	<del>\$82,770</del> \$1,227,446
<b>GAS</b>	Local Option Gas Taxes	<del>\$35,000</del>	\$50,000 \$25,000	\$50,000 \$25,000	\$50,000 \$25,000	\$50,000 \$25,000	\$25,000	<del>\$235,000</del> \$250,000
<b>GF Tfr</b>	General Fund Transfer from Operating Revenues	<del>\$289,934</del>	\$165,000 \$538,500	\$165,000 \$540,200	\$115,000 \$664,800	\$115,000 \$613,000	\$720,600	\$849,934
<b>GF-FB</b>	General Fund Fund Balance (Reserves)	-	\$200,00	-	-	-	-	\$0
<b>DEBT</b>	DEBT-General Obligation or otherwise	-	-	-	-	-	-	\$0
<b>FA</b>	Fire Special Assessment	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
<b>SA</b>	Special Assessment	-	-	-	-	-	-	\$0
<b>NF</b>	Not Funded	<del>\$1,302,625</del>	<del>\$4,845,828</del> \$1,131,509	<del>\$1,845,725</del> \$4,524,344	<del>\$1,086,500</del> \$1,767,225	<del>\$5,586,000</del> \$861,000	<del>\$5,555,000</del>	<del>\$14,666,578</del> \$13,834,078
		-	-	-	-	-	-	-
	<b>Totals</b>	<b>\$2,235,564</b>	<b>\$5,085,828</b> <b>\$3,201,455</b>	<b>\$2,085,725</b> <b>\$5,139,544</b>	<b>\$1,276,500</b> <b>\$2,507,025</b>	<b>\$5,776,000</b> <b>\$1,549,000</b>	<b>\$6,345,600</b>	<b>\$16,459,617</b> <b>\$18,742,624</b>

# CAPITAL IMPROVEMENT ELEMENT

## III.I Capital Improvements Element (CIE)

### 1. GOALS, OBJECTIVES AND POLICIES

#### CIE GOAL 1

**ENSURE THAT THE INFRASTRUCTURE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IS PROVIDED IN A TIMELY AND EFFICIENT MANNER, AND THAT PUBLIC FACILITIES ARE MAINTAINED AT OR ABOVE THE LEVEL OF SERVICE STANDARDS ADOPTED IN THIS PLAN.**

{9J-5.016(3)(a)}

#### CIE OBJECTIVE 1.1

**THE TOWN SHALL DEVELOP AND CONTINUOUSLY IMPROVE A PROCESS THAT GUIDES THE CAPITAL FACILITY PLANNING OF THE TOWN IN ORDER TO:**

1. Accommodate projected growth, maintain existing facilities, replace obsolete or deteriorated facilities.
2. Coordinate future land use decisions and fiscal resources with a schedule of capital improvements which maintain adopted LOS standards.
3. Upgrade public infrastructure serving developed lands that do not currently meet LOS standards.
4. Remain fiscally responsible.

{9J-5.016(3)(b)(1,3 &5)}

Measurement: Annual update of a 5 year schedule of capital improvements.

**CIE POLICY 1.1-a:** Public facilities and services needed to support development will be provided concurrent with the impacts of development, as measured by the Town's adopted LOS standards. The LOS standards are as established in other elements of the Comprehensive Plan, as follows:

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m

- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c
- water quality: UE Policy 1.1-h

**CIE POLICY 1.1-b:** All capital improvement projects shall meet an initial objective standard test of furthering the Town's Comprehensive Plan, providing necessary infrastructure replacement/renewal, correcting existing deficiencies, maintaining adopted LOS and providing facilities concurrent with development. Prioritizing and funding of all projects shall be based on the nature of funds available.

{9J-5.016(3)(c)(1,3-6 & 7)}

**CIE POLICY 1.1-c:** The following standards regarding debt shall be adhered to, where feasible: The total debt service shall not exceed 15% of the Town's total revenues. The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.

{9J-5.016(3)(c)(2)}

**CIE POLICY 1.1-d:** The Town Council shall annually monitor, evaluate, adopt and prioritize the implementation of a 5-year schedule of capital improvements.

{9J-5.016(3)(c)(7)}

**CIE POLICY 1.1-e:** All future developments shall be responsible for paying proportionate fair share of the cost of all public facilities required to accommodate the project's impact without exceeding the adopted level of service standards.

**CIE Policy 1.1-f:** The Town shall annually update the five year capital improvements schedule included in this element as provided by law in order to adjust the five year planning horizon, reflect project status, and ensure the Town's ability to meet its adopted level of service standards.

**CIE Policy 1.1-g:** The five year schedule of capital improvements shall reflect the current Sunrise 10-Year Water Supply Facilities Work Plan, 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 Cooper City 10-year Water Supply Facilities Work Plan as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

**CIE POLICY 1.1-i:** The Town shall include in its land development regulations provisions to implement a proportionate fair-share mitigation system for transportation per the requirements of s. 163.3180, Florida Statutes.

## **SCHOOL CAPITAL FACILITIES PLANNING**

### **CIE Objective 1.2**

**THE TOWN, IN COLLABORATION WITH THE SCHOOL BOARD, BROWARD COUNTY AND THE LOCAL GOVERNMENTS WITHIN BROWARD COUNTY, SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES ARE AVAILABLE FOR CURRENT AND FUTURE STUDENTS CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND THE ADOPTED LEVEL OF SERVICE (LOS).**

Measurement:

- School enrollment projections compared to the School District's Adopted Five-Year District Educational Facilities Plan (DEFP)

**CIE Policy 1.2-a:** Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). Pursuant to the ILA, this financially feasible schedule shall be updated by the School Board on an annual basis. The Town's five-year schedule of capital improvements shall reflect each annual DEFP update.

**CIE Policy 1.2-b:** The uniform, district-wide LOS shall be 100 percent of gross capacity (with re-locatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110 percent of permanent FISH capacity for each public elementary, middle, and high school.

**CIE Policy 1.2-c:** Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the Town, the municipalities and the School Board, district-wide to all schools of the same type.

**CIE Policy 1.2-d:** The five year schedule of capital improvements shall reflect the School Board's current DEFP.

## **CIE Objective 1.3**

**FORMALLY RECOGNIZE THE CAPITAL EXPENDITURES OF OTHER AGENCIES THAT PROVIDE CAPITAL FACILITIES UPON WHICH THE TOWN OF SOUTHWEST RANCHES RELIES TO MEET ADOPTED LEVEL OF SERVICE STANDARDS.**

- Annual review and update of implementing policies as appropriate to reflect changes to capital facility plans upon which the Town of Southwest Ranches relies to meet adopted level of service standards.

**CIE Policy 1.3-a:** In order to ensure that adopted level of service standards for the transportation system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the following plans and programs as updated annually, to the extent that such improvements are required in order to maintain the Town's adopted levels of service for transportation facilities:

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program
- Broward County MPO Cost Feasible Long Range Transportation Plan
- FDOT's Adopted Work Program

**CIE Policy 1.3-b:** In order to ensure that adopted level of service standards for the parks and recreation system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program to the extent that such improvements are required in order to maintain the Town's adopted level of service standard for parks.

**CIE Policy 1.3-c:** In order to ensure that adopted level of service standards for the countywide public school system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County School District's Adopted Five-Year District Educational Facilities Plan.

**CIE Policy 1.3-d:** In order to ensure that adopted level of service standards for the solid waste disposal system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program.

## **2. CAPITAL IMPROVEMENT IMPLEMENTATION**

### **THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:**

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.
2. Evaluate the public benefits of annexing lands into the Town.
3. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.
4. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.
5. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184<sup>th</sup> Avenue.
6. Encourage removing Dykes Road and S.W. 172<sup>nd</sup> Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County MPO.
7. Encourage enforcement of the Town's current land development regulations.
8. Analyze the 2010 Census data, and evaluate the Comprehensive Plan to reflect new data.
9. Develop and maintain a tertiary drainage plan for all the areas within our Town.
10. Any Town developed tertiary drainage system must be coordinated with the Central Broward Water Control District and the South Broward Drainage District.
11. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.
12. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.

13. The Evaluation and Monitoring System shall include an annual report of its five-year capital improvements element to determine the status of its existing programs or any new programs.
14. Implement the capital improvements identified in this Comprehensive Plan as may be updated from time to time.
15. The Town shall determine feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

Department Name	Project Name	Funding Source	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
<b>Public Safety</b>	Fire Wells Replacement & Installation	FA	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
	Emergency Operations Center	NF	\$0	\$0	\$0	\$0	\$5,400,000	\$5,400,000	\$5,400,000
	Volunteer Fire Vehicle	NF	\$60,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$60,000
			-						\$250,000
<b>Town-wide Capital Projects / General Services</b>	Town Hall Roof Replacement	GF-Tfr, NF	\$50,000	\$50,000	\$50,000	\$0	\$0	\$0	\$150,000
	Town-wide Utility Vehicle	GF-Tfr	\$27,675		\$0	\$0	\$0		\$100,00
									\$27,675
<b>Parks, Recreation &amp; Open Space</b>	Fishing Hole Park at Country Estates	G, CIP-FB, GF-FB	\$289,363	\$184,484	\$0	\$0	\$0	\$0	\$473,847
	Rolling Oaks Passive Park and Barn	CIP-FB	\$356,004	\$25,000	\$10,000	\$61,000	\$0	\$0	\$184,484
	Calusa Corners Park	G, CIP-FB, NF	\$100,000	\$304,000	\$614,225	\$0	\$0	\$0	\$452,004
	Southwest Meadows Sanctuary Park	NF	\$211,095	\$211,095	\$2,073,624	\$0	\$0	\$0	\$96,000
	Frontier Trails Park	NF	\$390,930	\$390,930	\$1,563,720	\$0	\$0	\$0	\$1,018,225
	Covered Dock on C-11 Canal	NF	\$75,000	\$100,000	\$0	\$0	\$0	\$0	\$1,068,225
									\$75,000
<b>Transportation / Engineering</b>	Transportation Surface Drainage Ongoing Rehab (TSDOR)	GF-TFR (mill=.3767 for FY 2015)		\$374,200	\$425,200	\$549,800	\$498,000	\$605,600	\$2,452,800
	Drainage Improvement Projects	G, GF Tfr	\$100,000	\$450,446	\$100,000	\$100,000	\$100,000		\$500,000
	Guardrails Installation Project	GAS, TFB, G, GF-FB, NF	\$30,000	\$178,000	\$135,000	\$135,000	\$100,000	\$100,000	\$850,446
	SW 190 <sup>th</sup> Avenue Extension	G, GF Tfr		\$267,300	\$0	\$0	\$0	\$0	\$478,000
	Pavement Striping and Markers	GAS, TFB, GF-Tfr, GF-FB	\$40,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$983,000

Town-wide Entranceway Signage	GF-Tfr	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
SW 210 Ter Roadway Improvement	NF	\$150,000	\$150,000	\$95,000	\$704,500	\$95,000	\$704,500	\$1,654,000
Streets Paving	NF	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
Roadside Drainage Swales	NF	\$61,000	\$61,000	\$61,000	\$61,000	\$61,000	\$61,000	\$305,000
Street Repairs (Non-Emergency)	NF	\$52,500	\$0	\$0	\$0	\$0	\$0	\$52,500
Major Sidewalk Repairs	GF-FB NF	\$32,000	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Street Lighting	NF	\$30,000	\$30,000	\$196,000	\$196,000	\$196,000	\$196,000	\$422,000
SW 60 Street Widening	NF	\$15,000	\$15,000	\$40,000	\$40,000	\$40,000	\$40,000	\$55,000
<b>PROJECT TOTALS</b>		<b>\$2,235,564</b>	<b>\$5,085,828</b>	<b>\$2,085,725</b>	<b>\$5,139,544</b>	<b>\$1,276,500</b>	<b>\$5,776,000</b>	<b>\$16,459,617</b>
			<b>\$3,201,455</b>	<b>\$5,139,544</b>	<b>\$2,507,025</b>	<b>\$1,549,000</b>	<b>\$6,345,600</b>	<b>\$18,742,624</b>

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program

Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service. All projects are subject to available funding.

Funding Source Code	Funding Source Name
<u>CIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>
<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues or Fund Balance (Reserves)</u>
<u>GF-FB</u>	<u>General Fund Fund Balance (Reserves)</u>
<u>DEBT</u>	<u>DEBT-General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Special Assessment</u>
<u>SA</u>	<u>Special Assessment</u>
<u>NF</u>	<u>Not Funded</u>

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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**  
**Jeff Nelson, Mayor**  
**Freddy Fisikelli, Vice Mayor**  
**Steve Breitzkreuz, Council Member**  
**Gary Jablonski, Council Member**  
**Doug McKay, Council Member**

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

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andrew D. Berns, Town Administrator

**FROM:** December Lauretano-Haines, PROS Coordinator

**DATE:** February 12, 2015

**SUBJECT: A Resolution to ratify the Selection Committee's ranking of Prestige Property Maintenance, Inc. as the highest qualified proposer for RFP 14-015 Town-Wide Right of Way Maintenance Services and approving an agreement with Prestige.**

---

### **Recommendation**

Council approval is requested to enter into a new contract for Town-Wide Right of Way Maintenance Services.

### **Issue**

Town-wide maintenance has not met with expected standards. Entry into a new agreement with a new vendor will allow for a higher level of service.

### **Strategic Priority**

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land.

### **Background**

Since the Town's current contract for maintenance of Rights of Way will expire in 2015, staff sought and received proposals for a new agreement for these services. A total of three proposals were received. The Selection Committee reviewed the proposals, and met with the Proposers to clarify questions regarding the proposers and their proposals. The Committee then ranked the three proposals as follows:

1. Prestige Property Maintenance, Inc. 288 out of 300 total points possible

2. SFM Services, Inc. 233 out of 300 total points possible
3. Superior Landscape 200 out of 300 total points possible

**Fiscal Impact/Analysis**

If approved, the Prestige Property Maintenance, Inc. contract agreement increases the Town’s Transportation Fund total annual expenditures for Right of Way Landscaping Maintenance from \$45,017 to \$57,880 and for Griffin Road Landscaping Maintenance from \$47,400 to \$90,688, respectively. This represents an increased cost of \$56,161 annually. Over the term of the 3-year contract, the total increase will be \$168,453. The pro-rata impact for FY 2015, commencing March 1, 2015 (7 months) is therefore \$32,755. Additionally, an initial (and considered extraordinary) Griffin Road landscaping clean up expenditure estimated at \$21,800 (see attached estimate and scope of work) is necessary to establish the maintenance standards prior to commencing the contractual commitment. Accordingly, a Budget amendment totaling \$54,555 (\$32,755 + \$21,800) enabling the partial utilization of unassigned General Fund Fund Balance, which includes our Fiscal Year 2014 increase (unaudited) of \$372,269 (\$3,830,892-\$3,458,623), and which will also transfer funding to the Transportation fund is required as follows:

<b>REVENUES:</b>	<b>INCREASE</b>
G.Fd: Appropriated Fund Balance (001-0000-399-39900)	\$54,555
Trans Fd: Transfer from the General Fund (101-0000-381-38101)	\$54,555

<b>EXPENSES:</b>	
G.Fd.: Transfer to the Transportation Fund (001-3900-581-91101)	\$54,555
Trans Fd.: Landscaping –Maintenance Service (101-5100-541-46010)	\$ 7,504
Trans Fd.: Landscaping –Griffin Road Maint. (101-5100-541-53110)	\$47,051

**Staff Contact:**

December Lauretano-Haines, Contract Coordinator  
 Clete Saunier, Contract Manager  
 Martin D. Sherwood, Town Financial Administrator

**Comparison of Proposal Base Prices:**

<b>RFP 14-015 – ROW</b>	<b>SC Committee Ranking (300= total points possible)</b>	<b>Base Proposal</b>
Prestige	288	\$148,568.08
SFM Services	233	\$709,663.84
Superior Landscaping	200	\$696,578.16

## RESOLUTION NO.

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

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

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

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

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

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

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

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

**WHEREAS**, Prestige and the Town desire to enter into an Agreement for the provision of Town-Wide Right of Way Maintenance Services by Prestige under the terms and conditions set forth hereinafter.

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

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

**Section 2.** After reviewing all the information provided, the Town Council hereby accepts the decision of the SC that the highest qualified proposer for Town-Wide Right of Way Maintenance Services is Prestige Property Maintenance, Inc.

**Section 3.** The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Prestige Property Maintenance, Inc. in substantially the same form as that attached hereto as Exhibit "A", for Town-Wide Right of Way Maintenance Services.

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

**Section 5.** The Town Council and authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Prestige in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution

**Section 6.** This Resolution shall take effect immediately upon its adoption.

**[Signatures on Following Page]**

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

Ranches, Florida, this \_\_\_ day of \_\_\_\_\_, 2015, on a motion by \_\_\_\_\_ and  
seconded by \_\_\_\_\_.

Nelson	___	Ayes	___
Fisikelli	___	Nays	___
Breitkreuz	___	Absent	___
Jablonski	___		
McKay	___		

\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

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

**SERVICE CATEGORIES / MAINTENANCE FREQUENCIES\***

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

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME

*Proper Property Maintenance, Inc.*

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

**PROPOSAL FORMS**

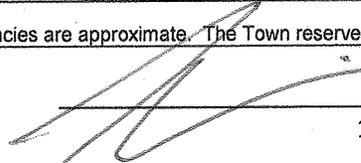
**MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):**

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

Service Category	Location / Zone #	Location / Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds d.) South swale – All from edge of pavement to property line	\$ 1214.67	\$ 29,152.
A	2	GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All c.) South swale – All	\$ 1508.	\$ 36,192.
B	3	Griffin Road / C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dykes Rd. to US 27	\$ 1056.	\$ 25,344.
C	4	Griffin Road West US 27 to Holiday Park entrance	\$ 96.	\$ 2,304.
C	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	\$ 288.	\$ 6,912.
C	6	SW 166 Ave. from Griffin to SW 51 Manor West side	\$ 24.	\$ 576.
C	7	SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side	\$ 24.	\$ 576.
C	8	SW 166 Ave. from SW 62 St. to SW 69 St. East side	\$ 72.	\$ 1,728.
C	9	Dykes Rd. from SW 66 St. to Segovia Circle N East and west sides	\$ 48.	\$ 1,152.
C	10	Stirling Rd. from Dykes Rd. to SW 166 Ave. Median only	\$ 107.	\$ 2,568.
C	11	SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave. North and south - Guardrail String trimming	\$ 192.	\$ 4,608.

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

PROPOSER'S SIGNATURE



COMPANY NAME

*Restive Property Maintenance Inc*

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

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

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

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

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

PROPOSER'S SIGNATURE:

COMPANY NAME:

*[Handwritten Signature]*  
*[Handwritten Company Name: Restite Property Maintenance Inc.]*

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

<b>GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):</b>	\$ 176,356.
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PROPOSER'S SIGNATURE:

COMPANY NAME: PRIME PROPERTY MAINTENANCE Inc.

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

<b>MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)</b>			
Item No.	Services	Unit	Unit Price
1.	ROW Maintenance / Mowing	Per Square Foot	\$ .003
2.	String Trimming Only Maintenance	Per Linear Foot (20' +/- width)	\$ .4
3.	String Trimming Only Maintenance	Per Square Foot	\$ .25
4.	Shrub Trimming Only Maintenance	Per Square Foot	\$ .15
5.	Weeding Only Maintenance	Per Square Foot	\$ .11
6.	Edging Only Maintenance	Per Linear Foot	\$ .02
7.	Line of Sight / Brushback	Per Linear Foot (20' +/- width)	\$ .4
8.	Herbicide spraying	Per Square Foot	\$ .2
9.	Laborer/Groundskeeper	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 25
10.		Per hour for all other times =	\$ 35
11.	Supervisor/Foreman	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 35
12.		Per hour for all other times =	\$ 45
13.	Certified Arborist	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 75.
14.		Per hour for all other times =	\$ 95.
15.	Skidsteer Loader with bucket, forks and tree boom attachment with	Per hour =	\$ 75.
16.		Per day =	\$ 600.
17.		Per week =	\$ 2500.
18.	a minimum operating capacity of 3000 lbs, with operator	Per month =	\$ 10,000.
19.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs, with operator	Per hour =	\$ 100.
20.		Per day =	\$ 800.
21.		Per week =	\$ 3800.
22.		Per month =	\$ 15,000.
23.	Min. 15,000 GVM Dump Truck with Operator	Per hour =	\$ 75.
24.		Per day =	\$ 600.
25.		Per week =	\$ 2800.
26.		Per month =	\$ 10,900.
27.	Watering Truck with Operator	Per hour =	\$ 95.
28.		Per day =	\$ 750.
29.		Per week =	\$ 3,750.
30.		Per month =	\$ 15,000.

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: RESTORATION & MAINTENANCE INC.

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

**MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)**

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

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Rescue Property Maintenance Inc.

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

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**PROPOSAL SIGNATURE**

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_



Greg Lica

Prestige Property Maintenance Inc.

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

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**OTHER REQUIRED SIGNATURES AND SUBMITTALS**

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

**PROPOSAL SECURITY**

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

**CONTRACTOR QUALIFICATIONS**

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

**PROFESSIONAL ORGANIZATIONS**

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

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

**CONFLICTS OF INTEREST**

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

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

**DBA:** PRESTIGE PROPERTY MANAGEMENT &  
**Business Name:** MAINTENANCE INC

**Receipt #:** 324-165400  
**Business Type:** LAWN MAINTENANCE/LANDSCAPE  
 (LAWN MAINTENANCE)

**Owner Name:** PRESTIGE PROPERTY MANAGEMENT  
**Business Location:** 3300 SW 46 AVE  
 DAVIE  
**Business Phone:** 584-3465

**Business Opened:** 04/01/1986  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals

6

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

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT  
 WHEN VALIDATED**

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

**Mailing Address:**

PRESTIGE PROPERTY MANAGEMENT  
 3300 SW 46 AVE  
 DAVIE, FL 33314

**Receipt #** 01A-13-00005327  
**Paid** 07/15/2014 81.00

**2014 - 2015**



# TOWN OF DAVIE BUSINESS TAX RECEIPT

6591 SW 45<sup>th</sup> St  
Davie, FL 33314

First-Class Mail  
PRSR  
U S Postage Paid  
PDS

## Name and Location of Business Tax Receipt

**PRESTIGE PROPERTY MGMT & MAINT  
3300 SW 46 AVE 1**

**DAVIE, FL 33314**

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

License #:	<b>7424</b>	Phone #:	<b>3055815675</b>
Effective Date:	<b>10/1/2014</b>	Expiration Date:	<b>9/30/2015</b>
<b>REFERENCE:</b>	<b>MAILING ADDRESS:</b>		
	TO:		
	PRESTIGE PROPERTY MGMT & MAINT 3300 SW 46 AVE #1		
<b>Restrictions:</b>	DAVIE FL 33314		

# *State of Florida*

## *Department of State*

I certify from the records of this office that PRESTIGE PROPERTY MAINTENANCE INC is a corporation organized under the laws of the State of Florida, filed on February 18, 1986.

The document number of this corporation is M27540.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 23, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of May, 2014*



*Ken Detzner*  
*Secretary of State*

Authentication ID: CU0274431952

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
February 19, 2014	JB182927	February 28, 2015

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **February 28, 2015** AT

3300 SW 46TH AVE  
 DAVIE, FL 33314

PRESTIGE PROPERTY MAINTENANCE INC      Lawn and Ornamental  
 3300 SW 46TH AVE  
 DAVIE, FL 33314

  
 ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
February 19, 2014	JE44902	February 28, 2015

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **February 28, 2015** AT

PRESTIGE PROPERTY MAINTENANCE INC  
 DAVIE, FL 33314

THOMAS PATRICK JACOB      Certified Operator  
 PRESTIGE PROPERTY MAINTENANCE INC  
 3300 SW 46TH AVE  
 DAVIE, FL 33314

  
 ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
May 8, 2014	JF6337	June 1, 2015

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2015**

THOMAS PATRICK JACOB      Lawn and Ornamental  
 3300 SW 46TH AVE  
 DAVIE, FL 33314

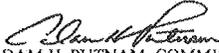
  
 ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 1, 2013	LF207159	July 31, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2017

THOMAS PATRICK JACOB  
5500 SW 70 AVE  
DAVIE, FL 33314

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 21, 2013	LF207160	July 31, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2017

WILLIAM M DIEFENDERFER  
627 NE 8TH AVENUE APT 3  
FORT LAUDERDALE, FL 33304

  
ADAM H. PUTNAM, COMMISSIONER

July 23, 2014

## BROWARD COUNTY TREE TRIMMER LICENSE

### STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
  - A copy of the company's Broward County Tree Trimmer license
  - Proof of the company's current insurance coverage
  - At least one person should possess a current Tree Trimmer training card.  
Current training cards reflect that training was completed within
    - the past two (2) years
    - Picture identification issued by a government entity or agency
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

PRESTIGE PROPERTY MAINTENANCE, INC  
3300 SW 46 AVENUE  
DAVIE, FL 33314

**BROWARD** CLASS: **A**  
COUNTY  
FLORIDA  
**TREE TRIMMER LICENSE**  
TTL#: **A-406** EXPIRES: **08/31/2016**  
PRESTIGE PROPERTY MAINTENANCE,  
INC  
3300 SW 46 AVENUE  
DAVIE, FL 33314  
TRAINED EMPLOYEE: THOMAS P JACOB

# International Society of Arboriculture

## Certified Arborist™

*Thomas P. Jacob*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist™

*D. Glenn*

Certification Board, Chair  
International Society of Arboriculture

*Jim Skiera*

Executive Director  
International Society of Arboriculture

FL-1297A      Mar 27, 2004      Jun 30, 2016  
Certificate Number      Certified Since      Expiration Date

SPEC PLUMBER-LAWN SPRINKLER

94-CLS-604-X

LICA, FRED W. - QUALIFYING

PRESTIGE PROPERTY MGT & MAINT, INC

3300 SW 46 AVE SUITE #6

DAVIE FL 333142215

EXPIRES 08/31/2015



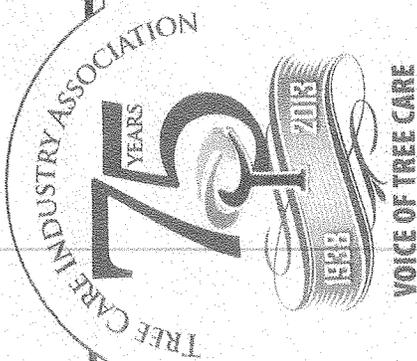
**CERTIFICATE OF COMPETENCY**

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

LICA, FRED W.  
5071 SW 64 AVE  
DAVIE FL 33314





# YOUR HISTORY IS OUR HISTORY...

Prestige Property Maintenance

September 2012

MEMBER NAME

MEMBER SINCE

PRESIDENT  
Mark Garvin

Tree Care Industry Association, Inc.

TREE CARE INDUSTRY ASSOCIATION

*Advancing tree care businesses since 1938*



GV14281-1

Certificate #  
GV14281

Trainee ID #



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

## William M. Diefenderfer

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

M. Orfanedes

5/18/2011

Issuer

Instructor

Date of Class

DEP Program Administrator

Not valid without seal



GV14293-1

Certificate #  
GV14293

Trainee ID #



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

## Thomas P. Jacob

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

M. Orfanedes

5/18/2011

Issuer

Instructor

Date of Class

DEP Program Administrator

Not valid without seal



South Florida Chapter

www.safetycouncil.com  
800-392-5101



**MIKE DIEFENDERFER**

has completed a Safety Training Course in:  
MOT INTERMEDIATE WORK ZONE TRAFFIC CONTROL  
[FDOT PROVIDER #045]

6-6-2016  
Expiration

Wallace McCleod  
Instructor-Wallace McCleod



South Florida Chapter

**DAMON PETERS**

has completed a Safety Training Course in:  
INTERMEDIATE WORK ZONE TRAFFIC CONTROL  
[FDOT PROVIDER #045]

1-13-2013  
Expiration

Ralph Kindig Jr.  
Instructor-Ralph Kindig Jr.

**CERTIFICATE OF COURSE COMPLETION**  
**KNOW ~ THE ~ FLOW**

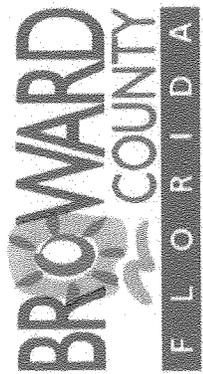
This certificate is awarded to  
**Fred Lica**  
May 17, 2011

*Jimmy Moore*  
Instructor

*Andy De*  
Instructor

*John W. Park*  
Instructor

*Debra Shady / Debra J. ...*  
Instructor



*www.broward.gov*

*The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the success and professionalism of our members.*

# **PRESTIGE PROPERTY MAINTENANCE, INC.**

is a member of the

## **Florida Nursery, Growers & Landscape Association**

through June 30, 2015



*Ben Bolusky, Executive Vice President*



*Member in good standing since 2010*



Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and  
Small Business Development

*This Certificate is Awarded to:*

**PRESTIGE PROPERTY MAINTENANCE, INC.  
DBA PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC.**

As set forth in the Broward County Business  
Opportunity Act of 2012, the certification requirements  
have been met for:

Authorized Representative

**County Business Enterprise**

**Anniversary Date: February 25<sup>th</sup>**

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.  
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)



Our Best  
Nothing Less.

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301  
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

March 12, 2014

Mr. Greg Lica  
**PRESTIGE PROPERTY MAINTENANCE, INC.**  
**DBA PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC.**  
3300 SW 46<sup>th</sup> Avenue  
Davie, Florida 33314

Dear Mr. Lica:

The Broward County Office of Economic and Small Business Development is pleased to announce that your firm's **County Business Enterprise** certification has been renewed.

Your firm's certification is continuing from your anniversary date, but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to assure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE program within **thirty (30) days** from your anniversary will result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application and all required supporting documentation for review.

To review current Broward County Government bid opportunities visit:  
<http://www.broward.org/purchasing/currentsolicitations>. Bid opportunities over \$3,500 will be advertised to vendors via e-mail. Please keep both the Purchasing Division and the Office of Economic and Small Business Development apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: <http://www.broward.org/econdev/SmallBusiness/Pages/Default.aspx>. Click on "Certified Firm Directory".

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE:** 561710, 561730

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

Chris Atkinson, Assistant Director  
Office of Economic and Small Business Development

**Cert Agency: BC-CBE**  
**ANNIVERSARY DATE: FEBRUARY 25<sup>th</sup>**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2014

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

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

PRODUCER  FRANKCRUM INSURANCE AGENCY, INC. 100 S. MISSOURI AVE. CLEARWATER FL 33756	CONTACT NAME:		
	PHONE (A/C, No, Ext):	1-800-277-1620 x4800	FAX (A/C, No): 727-797-0704
INSURED  FrankCrum 1-800-277-1620 100 S MISSOURI AVENUE CLEARWATER FL 33756	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A:	FRANK WINSTON CRUM INSURANCE CO.	11600
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

CERTIFICATE NUMBER: 257332

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/POP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201400000	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

EFFECTIVE 12/26/2007, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC. (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF SOUTHWEST RANCHES  
13400 GRIFFIN ROAD  
SOUTHWEST RANCHES, FL 33330

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

AUTHORIZED REPRESENTATIVE

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

**DRUG FREE WORKPLACE**

Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town's Procurement Code. In order to have a drug-free workplace program, a business shall:

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

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

**PROPOSER'S SIGNATURE:** \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

COMPANY NAME: Prestige Property Maintenance Inc.

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

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**PUBLIC ENTITY CRIMES**

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

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

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

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

1. This sworn statement is submitted to Town of Southwest Ranches  
by Carol Lutz for Rescue Property Maintenance Inc  
whose business address is 3300 SW 46 Ave Davie, FL  
33314 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2639529  
(IF the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Rescue Property Maintenance Inc

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

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

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

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

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

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

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

By: \_\_\_\_\_  
*Cassie Luca*  
\_\_\_\_\_  
(Printed Name)  
*CONTROLLER*  
\_\_\_\_\_  
(Title)

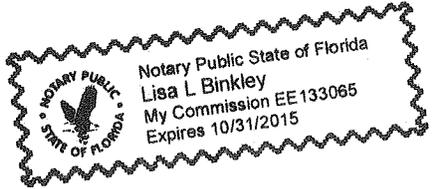
Sworn to and subscribed before me this 19 day of November, 2014  
Personally known

Or Produced Identification \_\_\_\_\_  
(Type of Identification) *Lisa Binkley*

Notary Public - State of Florida

My Commission Expires 10/31/2015

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



PROPOSER'S SIGNATURE: \_\_\_\_\_  
COMPANY NAME: *Best Property Maintenance Inc.*

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

**NON-COLLUSIVE AFFIDAVIT**

State of FL )  
County of Broward ) ss.

Conce Lica being first duly sworn deposes and says that:

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

By: \_\_\_\_\_  
Conce Lica  
(Printed Name)  
\_\_\_\_\_  
(Title)

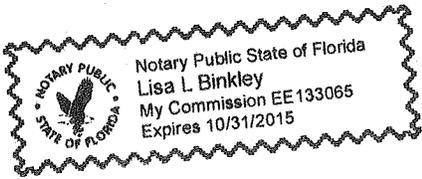
Sworn to and subscribed before me this 19 day of November, 2014

Personally known ✓

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

Notary Public - State of Florida  
My Commission Expires 10/31/2015  
(Printed, typed, or stamped commissioned name of notary public)

Wm Binkley



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

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

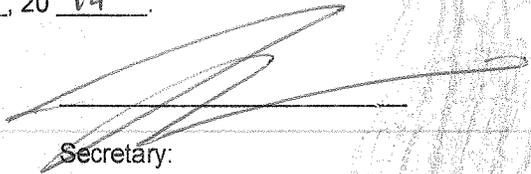
State of FL )  
County of Broward ) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of FL, held on Nov 18<sup>th</sup> 20 14, the following resolution was duly passed and adopted:

"RESOLVED, that Chris Luca, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, Nov 18 2014, 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 18<sup>th</sup> day of Nov, 20 14.

  
Secretary:

(SEAL)

PROPOSER'S SIGNATURE:

COMPANY NAME: Res. 166 Parkway Maintenance Inc.

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

---

**PROPOSER QUALIFICATION**

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

Project Name: City of Coral Springs  
Client Name: \_\_\_\_\_  
Address: 9551 W Sample Rd, Coral Springs, FL  
Contact Person: Louis Goldstein  
Contact Person Tel. No.: 954/345-2112

Project Name: US1 - FLL Airport  
Client Name: Broward County Aviation  
Address: 1501 SW 43 St, Ft Lauderdale, FL  
Contact Person: Curtis Johnson  
Contact Person Tel. No.: 954/359-1250

Project Name: City of Tamarac  
Client Name: \_\_\_\_\_  
Address: 6011 Nob Hill Road, Tamarac, FL  
Contact Person: John Engwiller  
Contact Person Tel. No.: 954/597-3727

Project Name: Canal Bank Mowing and Maintenance  
Client Name: Broward County Water & Wastewater Services  
Address: 2555 W Copans Rd, Pompano Bch, FL  
Contact Person: Carl Archie  
Contact Person Tel. No.: 954/831-0753

Project Name: City of Miramar  
Client Name: \_\_\_\_\_  
Address: 2300 Civic Center Place, Miramar, FL  
Contact Person: Fawazz Massoom  
Contact Person Tel. No.: 954/883-5126

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

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

**GOVERNMENTAL CONTACT INFORMATION**

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

Name of agency: ATTACHED

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Pesticide Pro Property Maintenance Inc

**REFERENCES & CONTRACT EXPERIENCE**

**CITY OF CORAL SPRINGS**

9551 West Sample Road  
Coral Springs, Florida 33075-4501

Contact: Louis Goldstein  
Parks Superintendent  
(954) 345-2112 Fax (954) 345-2111  
Email: lg@coralsprings.org

Scope: City wide maintenance of right of ways, lift stations, canal headers, cul-de-sacs, right of ways, neighborhood parks, and linear parks including: lawn mowing, hedge & shrub trimming, chemical control, and fertilization.

(Primary contractor - \$516,000 annually)

Date of Contract: October 1993 - present

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**BROWARD COUNTY**

**AVIATION DEPARTMENT**

1501 Southwest 43<sup>rd</sup> Street  
Fort Lauderdale, Florida 33315

Contact: Curtis Johnson  
Contract Supervisor  
(954) 359-1250 Fax (954) 252-2297  
Email: curjohnson@broward.org

**US 1 Corridor**

Scope: US 1 at Fort Lauderdale / Hollywood International Airport grounds maintenance including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, tree trimming, fertilization, sod and mulch installation, landscaping, and tree trimming.

(Primary contractor - \$323,000 annually)

Date of Contract: November 2000 - May 2006  
January 2011 - present

---

**Fort Lauderdale / Hollywood Int'l Airport**

Scope: Fort Lauderdale / Hollywood International Airport grounds maintenance including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, tree trimming, fertilization, sod and mulch installation, landscaping, tree trimming and hurricane clean up and remediation.

(Primary contractor - \$324,000 annually)

Date of Contract: May 2004 - September 2009  
February 2012 - present

---

**CITY OF TAMARAC**

Public Works  
6011 Nob Hill Road  
Tamarac, Florida 33321-2401

Contact: John Engwiller  
Operations Manager - Public Works  
(954) 597-3727 Fax (954) 597-3720  
Email: John.Engwiller@tamarac.org

Scope: City wide maintenance of right of ways, medians, roadways and select facilities including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, tree trimming and fertilization.

(Primary contractor - \$949,000 annually)

Date of Contract: January 2000 - present

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**BOCA WEST - VILLAGE OF  
BRIDGEWOOD MASTER ASSOCIATION**

2400 Bridgewood Drive  
Boca Raton, Florida 33434

Contact: Carol Meyer  
Property Manager  
(561) 483-7133 Fax (561) 483-7134  
Email: office@villageofbridgewood.com

Scope: Grounds maintenance of Master Association and six Associations including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, landscape installations and fertilization.  
(Primary contractor - )

Date of Contract: February 2002 - present

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**BROWARD COUNTY  
WATER & WASTEWATER SERVICES**

2555 West Copans Road  
Pompano Beach, Florida 33069

Contact: Glen Spencer  
Water Management Division  
(954) 831-0753 Fax (954) 831-3285  
E-mail: gspencer@broward.org

Scope: General maintenance and mowing of countywide canal right of way easements including: trash removal, removal of debris, trees, aquatic and exotic vegetation.  
(Primary contractor)

Date of Contract: August 2011 - present

---

**CITY OF MIRAMAR**

2300 Civic Center Place  
Miramar, Florida 33025

Contact : Fawwaz Massoom  
Landscape Inspector  
(954) 883-5126  
E-mail: fmassoom@cityofmiramar.fl.us

Scope: General maintenance and mowing of citywide right of way easements, medians, water treatment facilities including lawn mowing, hedge & shrub trimming, chemical control, fertilization, irrigation maintenance, mulch installation, and landscape installation. (Primary contractor)

Date of Contract: December 2011 - present

---

**CITY OF SUNRISE**

6466 Northwest 20<sup>th</sup> Street  
Sunrise, Florida 33313

Contact: Bill Ginter  
Division Director of Grounds Maintenance  
(954) 572-2385 Fax (954) 572-2409  
Email: WGinter@cityofsunrise.org

Scope: City wide grounds maintenance of medians, swales, and intersections including: lawn mowing, chemical control, mulch installation, and fertilization.  
(Primary contractor)

Date of Contract: October 2008 - September 2012

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

**SUBCONTRACTORS**

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

CLASSIFICATION  
OF WORK

NAME, ADDRESS, PHONE  
OF SUBCONTRACTORS

None

PROPOSER'S SIGNATURE:

COMPANY NAME: Bestway Property Maintenance Inc.



## Management

For services provided for the Town of Southwest Ranches – RIGHT OF WAYS, our team of professionals will be involved in all aspects of the project. We will be assigning Damon Peters as the Account Manager. Damon currently manages a list of projects including The City of Miramar, Dragados Inc. (I-75 mowing operation), Lake Park at Forest Ridge HOA, and Chatham Towne HOA. Damon will provide all aspects of project management and will be the direct contact point for the Town. He will also manage our field supervisory team in order to ensure their maintenance crews meet all performance indicators, safety, and quality standards.

## Dedicated Personnel and Equipment

Prestige Property Maintenance proposes the following equipment and personnel structure for the Town of Southwest Ranches for listed locations:

- (A) 2 (four man) mowing crews during summer months and 2 (four man) mowing crews during the winter months, 2-yard capacity pick up truck and 18-foot trailer. The mowing equipment will 61” and 72” ZTR riding mowers, 36” walk behind mowers; 3 line trimmers, 2 edgers, and 12 blowers, along with any incidental equipment such as trash cans, rakes, etc.
- (B) 1 (five man) trimming crew with a 12-yard dump body flat bed truck. The equipment would include hedge trimmers, pole saws, blowers, and any incidental equipment, trash cans, rakes, etc.
- (C) 1 (2 man) chemical/fertilizer crew in a flat bed truck with a 200 gallon water source to provide quality control and the application of herbicide to beds. Additionally, this crew will apply fertilizers throughout the year.
- (D) Powertrac 90” slope/brush mower

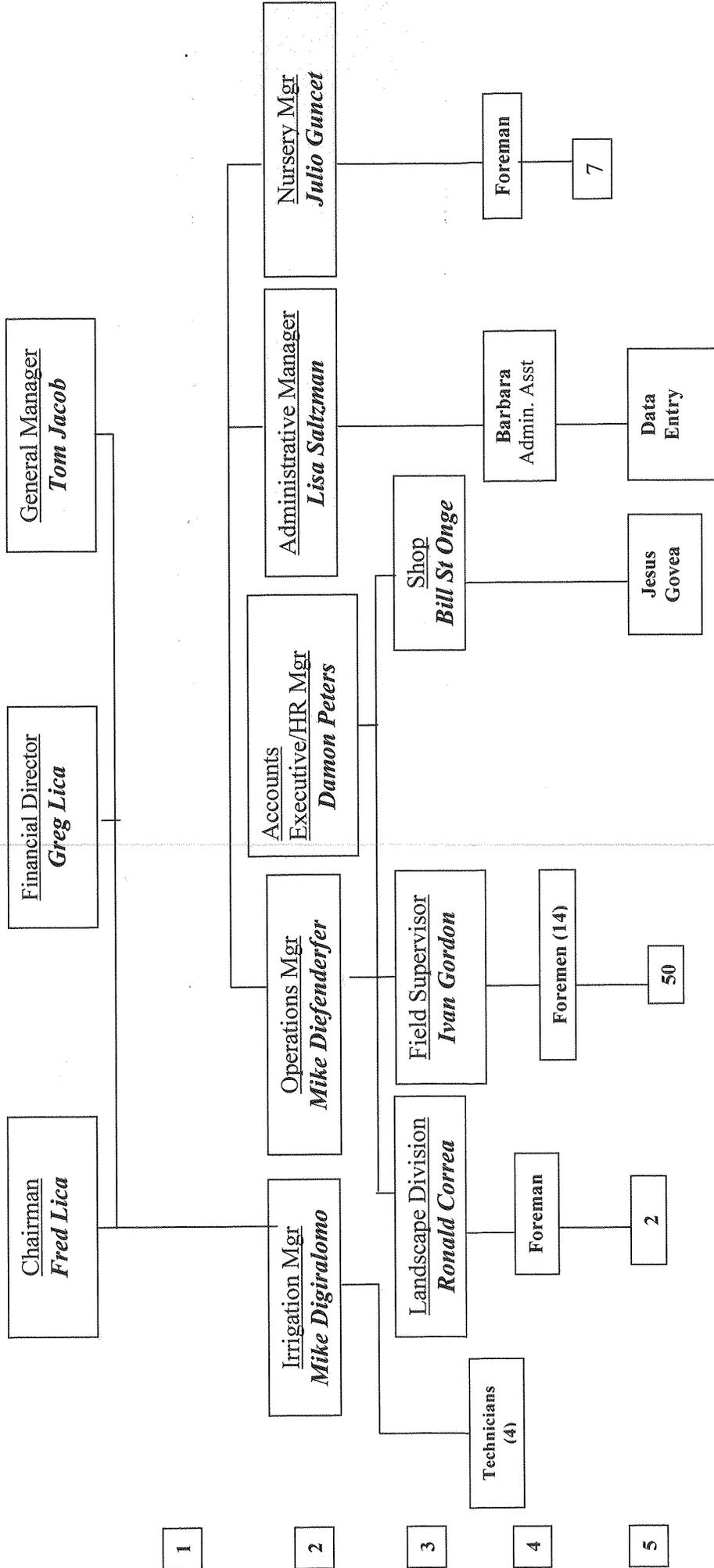
## Auxiliary Services Offered

The following are the auxiliary services provided by Prestige Property Maintenance:

- Commercial and Multi Family Lawn Maintenance
- Landscaping- Installation, Design, and Maintenance
- Tree Trimming and Removal
- Pest Control (Turf and Plant)
- Wholesale Plant and Tree Nursery
- Backhoe, Skid Loader, and Heavy Equipment Rentals
- Irrigation Repair and Installation
- Fertilization
- Mulch Installation
- Tractor Mowing

# Prestige Property Management and Maintenance, Inc.

## Organizational Chart



- 1
- 2
- 3
- 4
- 5

## COMPANY PROFILE

PRESTIGE PROPERTY MAINTENANCE is a full service commercial grounds maintenance company which has served South Florida since 1986. PRESTIGE can handle all of your grounds maintenance needs; including lawn maintenance, irrigation installation, maintenance & repairs, tree trimming & removal, fertilization, weed & pest control, mulch blowing services and landscape design & installation services, including seasonal color, all with plants from our own 25 acre plant & tree farm.

As a mid-sized, family owned and operated company, PRESTIGE, over its twenty five plus years in the grounds maintenance industry, has earned itself a reputation of being able to provide both personalized and professional quality service to its customers. As evidenced by its' broad customer base from condos & homeowners' associations, apartment, office, & industrial complexes, office buildings & shopping centers and municipalities to high profile jobs like the Ft Lauderdale/Hollywood International Airport and secure facilities like the Florida Power & Light's Port Everglades plant and sub - stations, PRESTIGE gets the results you're looking for. PRESTIGE has been able to maintain and increase its revenues over the years by providing quality service that, in turn, promotes customer loyalty and retention, renewed service contracts and referrals. PRESTIGE's focus on customer satisfaction is the primary component of its long term success in an industry that is often plagued with fly-by-night companies.

Key personnel at PRESTIGE include GREG LICA, Controller; FRED LICA, General Manager; TOM JACOB, Accounts Manager; and MIKE DIEFENDERFER, Operations Manager. All of these individuals have been with PRESTIGE since its inception. A brief description of the key personnel's background and experience is set forth below.

GREG LICA holds a bachelor's degree in Accounting and brings to PRESTIGE more than twenty-five years in Accounting and Marketing, in addition to Small Business Management. Greg is also a State licensed Property Manager and Real Estate Broker, so he knows the importance of maintaining your property's curb appeal to maximize its value. At PRESTIGE, Greg's responsibilities include all accounting and marketing functions. His knowledge in the financial and insurance arena has allowed PRESTIGE to remain a viable business in times where other similar businesses have suffered or even failed.

FRED LICA holds a bachelor's degree in Small Business Management and is also a State licensed Irrigation Contractor. Fred is deemed an irrigation expert in South Florida and is known for his trouble shooting skills. Fred is also a certified member of the Florida Nurserymen and Growers Association. At PRESTIGE, Fred is an integral part of our estimating and inspection team, as well as overseeing the Irrigation and Landscaping Divisions.

TOM JACOB is recognized in South Florida as an expert in arboriculture and turf & ornamental pest control and offers customers his expertise in all aspects of the horticulture industry. He is an International Society of Arboriculture - Certified Arborist and licensed as a "Class A" tree trimmer, as well as a certified and licensed Pest Control Operator. At PRESTIGE, Tom is an integral part of our estimating and inspection team. In addition to being responsible for the Lawn Maintenance and Tree Divisions, Tom heads the Employee Job Safety Team. As Accounts Manager, Tom lends to PRESTIGE his ability to effectively and positively communicate with PRESTIGE's customers.

MIKE DIEFENDERFER is a certified member of the Landscape Managers Association. In addition, Mike studies at Broward Community College to enhance his horticultural knowledge and skills. As yet another integral part of our estimating and inspection team, Mike, as Operations Manager, is responsible for personnel scheduling and job supervision. Mike also has a passion for Landscaping, making him an important part of our landscaping design team and making him a valuable consultant to customers.

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

**PROPOSER DISCLOSURE OF LITIGATION HISTORY**

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

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

Case Name: \_\_\_\_\_  
Case Number: No Matrimonial Cases Found  
Jurisdiction: By or Against Proposer  
Plaintiff: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_  
Brief description of nature of case: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

PROPOSER'S SIGNATURE: \_\_\_\_\_  
COMPANY NAME: Prestige Property Maintenance Inc

**STATEMENT OF NO RESPONSE**

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

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

or

Email: [jromance@southwestranches.org](mailto:jromance@southwestranches.org)

**REASONS**

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

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations?     Yes     No

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ DATE: \_\_\_\_\_

**ADDENDUM # 3**  
**Town-Wide Right-of-Way Maintenance Services**  
**RFP No. 14-015**

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**Question:** Page 17 states Trash receptacles to be maintained daily or weekly. Which one of the two is it? How many trash receptacles are there? Does contractor need to provide the trash liners for each trash receptacle?

*Answer:* The areas to be maintained in RFP 14-015 are currently not furnished with trash receptacles. No more than 5 receptacles are planned to be added in the future and the Town will provide the liners. Daily collection and weekly curbside service would be expected.

**Question:** In reference to the price sheets, to avoid confusion, should the price sheet state the frequency of service next to the unit price?

*Answer:* Please refer to the frequency schedule for each service category, maintenance zone/location.

**Question:** What is the current monthly billing of your current vendor?

*Answer:* The base monthly amount for Right of Way maintenance on Griffin Road is \$1,975. The base monthly amount for Right of Way maintenance on all other rights of way, combined, is \$2,813.54.

**Question:** Is the current scope of work the same as the new RFP?

*Answer:* It is the responsibility of the Proposer to thoroughly review the scope of work and all RFP documents. If an interested Proposer wishes to compare the RFP with the current contract, they may do so at their convenience.

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**November 7, 2014**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. COMPENSATION & METHOD OF PAYMENT**

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

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

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

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

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

**9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

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

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

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

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

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

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

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

### **13. INTERPRETATION:**

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

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

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

### **15. CONTRACTOR'S PERFORMANCE:**

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

15.2 Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Contractor represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

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

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

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

**17. AUDIT OF PROJECT RECORDS:** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the later of three (3) years after termination or expiration of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the three (3) year period, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working

papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

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

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

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

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

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

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

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

**[INTENTIONALLY LEFT BLANK]**

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

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

If to Town:

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

With a copy to:

Keith M. Poliakoff, J.D.  
Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1700  
Fort Lauderdale, Florida 33301

If to Contractor:

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

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

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

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

**25: FUNDING:** The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law. In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this paragraph, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination shall automatically be deemed converted to a termination for convenience and Contractor shall be paid solely in accordance with Section 13 above.

**26. PUBLIC RECORDS:** The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation and/or termination of this Agreement by Town. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the proposal process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

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

**28. NO WAIVER OF RIGHTS:** Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Towns rights or remedies under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law or in equity.

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

**30. NO AMENDMENT OR WAIVER:** This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

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

**32. MISCELLANEOUS:**

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- C. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this paragraph C of Section 32.

- D. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. **Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed

a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification or continuing waiver of the terms of this Agreement.

- F. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties over the other.
- G. Drug-Free Workplace.** Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- J. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[SIGNATURES ON NEXT PAGE]

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

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Prestige Property Management, Inc., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 2015.

**WITNESSES:**

Susan Kutz  
Juanita Romance  
Juanita Romance

**CONTRACTOR:**

By: [Signature]  
Greg Lica, Controller  
26 day of January 2015

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Jeff Nelson, Mayor  
\_\_\_ day of \_\_\_\_\_ 2015

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
\_\_\_ day of \_\_\_\_\_ 2015

**ATTEST:**

\_\_\_\_\_  
Russell Muñiz, MMC, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

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



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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Freddy Fisikelli, Vice Mayor**  
**Steve Breitzkreuz, Council Member**  
**Gary Jablonski, Council Member**  
**Doug McKay, Council Member**

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

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andrew D. Berns, Town Administrator

**FROM:** December Lauretano-Haines, PROS Coordinator

**DATE:** February 12, 2015

**SUBJECT:** **A Resolution to ratify the Selection Committee's ranking of Prestige Property Maintenance, Inc. as the highest qualified proposer for RFP 14-013 Town-Wide Parks and Property Maintenance Services and approving an agreement with Prestige.**

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### **Recommendation**

Council approval is requested to enter into a new contract for Town-Wide Parks and Property Maintenance Services.

### **Issue**

Town-wide maintenance has not met with expected standards. Entry into a new agreement with a new vendor will allow for a higher level of service.

### **Strategic Priority**

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land.

### **Background**

Since the Town's current contract for maintenance of Parks and Properties will expire in 2015, staff sought and received proposals for a new agreement for these services. A total of four proposals were received. The Selection Committee reviewed the proposals, and met with the Proposers to clarify questions regarding the proposers and their proposals. The Committee then ranked the four proposals as follows:

1. Prestige Property Maintenance, Inc. 280 out of 300 total points possible

2. The Landscape Company Inc. 263 out of 300 total points possible
3. SFM Services, Inc. 239 out of 300 total points possible
4. Superior Landscape 209 out of 300 total points possible

**Fiscal Impact/Analysis**

If approved, the Prestige Property Maintenance, Inc. contract agreement increases the Town’s General Fund total annual expenditures for Parks and Property maintenance from \$62,604 to 108,688. This represents an increased cost of \$46,084 annually. Over the term of the 3-year contract, the total increase will be \$138,252. The pro-rata impact for FY 2015, commencing March 1, 2015 (7 months) is therefore \$26,882. Additionally, initial (and considered extraordinary) landscaping clean up expenditures estimated at \$16,315 (see attached estimate and scope of work) are necessary to establish the maintenance standards prior to commencing the contractual commitment. Accordingly, a Budget amendment totaling \$43,197 (\$26,882 + \$16,315) enabling the partial utilization of unassigned General Fund Fund Balance, which includes our Fiscal Year 2014 increase (unaudited) of \$372,269 (\$3,830,892-\$3,458,623), is required as follows:

<b>REVENUES:</b>	<b>INCREASE</b>
G.Fd.: Appropriated Fund Balance (001-0000-399-39900)	\$43,197

<b>EXPENSES:</b>	
G.Fd.: PROS Dept.–Ground Maintenance-Parks (001-3600-572-46040)	\$43,197

**Staff Contact:**

December Laurentano-Haines, Contract Coordinator  
 Clete Saunier, Contract Manager  
 Martin D. Sherwood, Town Financial Administrator

**Comparison of Proposal Base Prices:**

<b>RFP 14- 013 – Parks &amp; Property</b>	<b>SC Committee Ranking (300= total points possible)</b>	<b>Base Proposal</b>
SFM Services	239	\$226,655.58
Prestige	280	\$108,687.60
Superior	209	\$174,844.00
The Landscape Company	263	\$136,552.00

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE'S DECISION TO RANK PRESTIGE PROPERTY MAINTENANCE AS THE HIGHEST QUALIFIED PROPOSER FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH PRESTIGE PROPERTY MAINTENANCE, INC. TO PROVIDE TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES TO THE TOWN; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$43,197 (FORTY-THREE THOUSAND, ONE HUNDRED NINETY SEVEN DOLLARS) FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES, WHICH INCLUDES AN ADDITIONAL \$26,882 FOR THE PRORATED CONTRACTUAL INCREASE AND \$16,315 FOR AN INITIAL ONE TIME CLEAN UP; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, In September, 2014, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 14-013 seeking Town-Wide Park and Property Maintenance Services; and

**WHEREAS**, the Town held a mandatory pre-proposal conference on October 23, 2014 at 10:00 A.M.; and

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

**WHEREAS**, on December 11, 2014, at an advertised public meeting, the Town's Selection Committee ("SC") reviewed the four (4) proposals, and decided to meet with the Proposers for questions and answers at the next scheduled SC meeting; and

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

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

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

**WHEREAS**, Prestige and the Town desire to enter into an Agreement for the provision of Town-Wide Parks and Property Maintenance Services by Prestige under the terms and conditions set forth hereinafter.

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

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

**Section 2.** After reviewing all the information provided, the Town Council hereby accepts the decision of the SC that the highest qualified proposer for Town-Wide Park and Property Maintenance Services is Prestige Property Maintenance, Inc.

**Section 3.** The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Prestige Property Maintenance, Inc. in substantially the same form as that attached hereto as Exhibit "A", for Town-Wide Park and Property Maintenance Services.

**Section 4.** In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, the FY 2014-2015 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$43,197; and increasing the General Fund: PROS Department – Ground Maintenance – Parks expense account 001-3600-572-46040 in the amount of \$43,197.

**Section 5.** The Town Council and authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Prestige in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution

**Section 6.** This Resolution shall take effect immediately upon its adoption.

**[Signatures on Following Page]**

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

Ranches, Florida, this \_\_\_ day of \_\_\_\_\_, 2015, on a motion by \_\_\_\_\_ and  
seconded by \_\_\_\_\_.

Nelson	___	Ayes	___
Fisikelli	___	Nays	___
Breitkreuz	___	Absent	___
Jablonski	___		
McKay	___		

\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

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

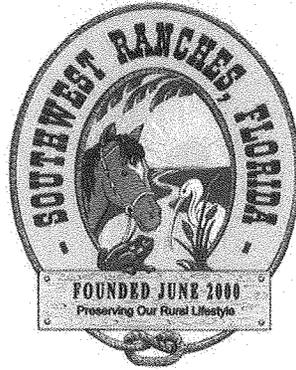
Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

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## TOWN OF SOUTHWEST RANCHES



### REQUEST FOR PROPOSALS

#### Town-Wide Parks and Property Maintenance Services

RFP No. 14-013

Date: September 17 2014

**TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

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**CONTRACT DATA**

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

**Contract Title:** Town Wide Parks and Property Maintenance Services

**Contract Number:** Town Request for Proposals No. 14-013

**Contract Address:** 13400 Griffin Road  
Southwest Ranches, FL 33330

**Mandatory Pre-Proposal Conference:** Thursday, October 23, 2014, 10:00 AM

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

**Proposal Submission Due:** Thursday, November 20, 2014, 1:00 PM

**Cone of Silence** Applicable. (See pp. 7)

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

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

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

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

**SERVICE CATEGORIES / MAINTENANCE LOCATIONS / ZONES**

**SERVICE CATEGORY D: PARKS AND OTHER TOWN PROPERTY MAINTENANCE – ZONES 33 THROUGH 43**

Service Category	Zone #	Location / Zone Name	Total Acres	Area to maintain
D	33	Trailside Park	4	ENTIRE
D	34	Sunshine Ranches Equestrian Park	20	ENTIRE
D	35	Calusa Corners Park	11	ENTIRE
D	36.a	Southwest Meadows Sanctuary Park	24.5	ENTIRE
D	36.b	Southwest Meadows Sanctuary Park Landscaped areas	1	ENTIRE
D	37.a	Rolling Oaks Park	44.5	ENTIRE
D	37.b	Rolling Oaks Park Butterfly Garden	1	ENTIRE
D	38	Frontier Trails Park <sup>4</sup>	30	Mowable or cleared areas may be added at a later date
D	39	Town Hall <sup>2</sup>	2	ENTIRE, if added
D	40	Public Safety Facility <sup>4</sup>	<1	ENTIRE, if added
D	41	Stirling Rd. at SW 185 Way "pocket park"	1.6	ENTIRE
D	42	Country Estates Park <sup>2</sup>	16	improved or cleared areas highlighted in the attached drawing
D	43	Broadwing Building <sup>1</sup>	1.7	improved or cleared areas highlighted in the attached drawing

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

<sup>1</sup> As applicable, based on Maintenance needed for amenities on site

<sup>2</sup> Probable future addition to Contract.

<sup>3</sup> Possible future addition to Contract.

<sup>4</sup> Potential for future addition to contract.

MAINTENANCE FREQUENCIES*														
Location / Zone / Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
33. Trailside Park	4	21	1	1	1	1	2	3	3	3	2	2	1	1
34. Sunshine Ranches Equestrian Park	20	26	1	1	1	2	3	3	3	3	3	3	2	1
35. Calusa Corners Park	11	19	1	1	1	1	2	2	2	3	2	2	1	1
36. a. Southwest Meadows Sanctuary Park	24.5	10	1	0	1	1	1	1	1	1	1	1	1	0
36. b. Southwest Meadows Sanctuary Park Landscaped areas	1	32	2	2	3	3	3	3	3	3	3	3	2	2
37. a. Rolling Oaks Park	44.5	20	1	1	1	1	2	2	3	3	2	2	1	1
37. b. Rolling Oaks Park Butterfly Garden	1	32	2	2	3	3	3	3	3	3	3	3	2	2
38. Frontier Trails Park	30	12	1	1	1	1	1	1	1	1	1	1	1	1
39. Town Hall <sup>2</sup>	2	24	2	2	2	2	2	2	2	2	2	2	2	2
40. Public Safety Facility <sup>4</sup>	<1	24	2	2	2	2	2	2	2	2	2	2	2	2
41. Stirling Rd. at SW 185 Way "pocket park"	1.6	16	1	1	1	1	1	2	2	2	2	1	1	1
42. Country Estates Park <sup>2</sup>	16	24	2	2	2	2	2	2	2	2	2	2	2	2
43. Broadwing Building <sup>1</sup>	1.7	6	1	0	1	0	1	0	1	0	1	0	1	0

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

<sup>1</sup> As applicable, based on Maintenance needed for amenities on site.

<sup>2</sup> Probable future addition to Contract.

<sup>3</sup> Possible future addition to Contract.

<sup>4</sup> Potential for future addition to contract.

**TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

**MAINTENANCE FREQUENCIES\*, continued.**

**FIRE ANT CONTROL AND TREE MAINTENANCE**

Location / Zone / Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Fire Ant Control <sup>1</sup>	N/A	3	0	1	0	0	1	0	0	0	0	1	0	0
Tree bed weeding	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Sucker/ water sprout trimming	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Fertilization <sup>1</sup>	N/A	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching <sup>1</sup>	N/A	1 - 2	As directed											

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

<sup>1</sup> As applicable, based on Maintenance needed for amenities on site

<sup>2</sup> Probable future addition to Contract.

<sup>3</sup> Possible future addition to Contract.

<sup>4</sup> Potential for future addition to contract.

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PROPOSAL FORMS

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

PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location / Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park – 4 acres	\$ 257. <sup>15</sup>	\$ 5,400.
D	34	Sunshine Ranches Equestrian Park – 20 acres	\$ 1015. <sup>54</sup>	\$ 26,404.
D	35	Calusa Corners Park – 12 acres	\$ 318. <sup>95</sup>	\$ 6,060.
D	36. a.	Southwest Meadows Sanctuary Park – 25.5 acres	\$ 742. <sup>50</sup>	\$ 7,425.
D	36. b.	Southwest Meadows Sanctuary Park Landscape bed Maintenance – 1 acre	\$ 137. <sup>63</sup>	\$ 4,404.
D	37. a.	Rolling Oaks Park – 44.5 acres	\$ 1221.	\$ 24,420.
D	37. b.	Rolling Oaks Park Butterfly Garden Maintenance – 1 acre	\$ 227. <sup>25</sup>	\$ 7,272.
D	38	Frontier Trails Park – 30 acres <sup>5</sup>	\$ 550.	\$ 6,600.
D	39	Town Hall – landscape bed maintenance and immediately surrounding area only <2 acres	\$ 251. <sup>67</sup>	\$ 6,040.
D	40	Public Safety Facility – <1 acre	\$ 192. <sup>17</sup>	\$ 4,612.
D	41	Stirling Rd. at SW 185 <sup>th</sup> Way "pocket park" – 1.6 acres	\$ 152.	\$ 2,342.
D	42	Country Estates Park – 16 acres <sup>5</sup>	\$ 303.	\$ 7,272.
D	43	Broadwing Building – 1.7 acres <sup>5</sup>	\$ 56. <sup>34</sup>	\$ 338.

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

<sup>5</sup> Refer to "Area to Maintain" on page 25

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

\$ 108,589.

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Rescue Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)			
Item No.	Services	Unit	Unit Price
1	Parks And Other Town Property Mowing, Trimming and Maintenance	Per Acre	\$ 50.
2	String Trimming Only Maintenance	Per Linear Foot	\$ .04
3	String Trimming Only Maintenance	Per Square Foot	\$ .25
4	Shrub Trimming Only Maintenance	Per Square Foot	\$ .20
5	Weeding Only Maintenance	Per Square Foot	\$ .11
6	Edging Only Maintenance	Per Linear Foot	\$ .02
7	Line of Sight / Brushback	Per Square Foot	\$ .40
8	Herbicide spraying	Per Square Foot	\$ .20
9	Fire Ant Control Service	Per lb. in place	\$ 50.

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: PESTILE PROPERTY MAINTENANCE INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES) (continued)			
Item No.	Services	Unit	Unit Price
10.	Laborer/Groundskeeper	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 25.
11.		Per hour for all other times =	\$ 35.
12.	Supervisor/Foreman	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 35.
13.		Per hour for all other times =	\$ 45.
14.	Certified Arborist	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 75.
15.		Per hour for all other times =	\$ 95.
16.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs With operator.	Per hour =	\$ 75.
17.		Per day =	\$ 600.
18.		Per week =	\$ 2500.
19.		Per month =	\$ 11000.
20.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs, with operator	Per hour =	\$ 100.
21.		Per day =	\$ 800.
22.		Per week =	\$ 3800.
23.		Per month =	\$ 15000.
24.	Min. 15,000 GVM Dump Truck with Operator	Per hour =	\$ 75.
25.		Per day =	\$ 600.
26.		Per week =	\$ 2800.
27.		Per month =	\$ 11900.
28.	Watering Truck with Operator	Per hour =	\$ 95.
29.		Per day =	\$ 750.
30.		Per week =	\$ 3750.
31.		Per month =	\$ 15000.
32.	Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =	\$ 110.
33.		Per day =	\$ 880.
34.		Per week =	\$ 4400.
35.		Per month =	\$ 16500.
36.	Mowing of turf area – Acreage	Per acre=	\$ 75
37.	Melaleuca Mulch	Per Cubic Yard installed	\$ 38
38.	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$ 325
39.	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$ 325
40.	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$ 45
41.	15-0-15 – 50% sulphur coated, with Talstar	Per 50 lb. in place	\$ 40
42.			

PROPOSER'S SIGNATURE:

COMPANY NAME:

*[Handwritten Signature]*  
*RESTICE PROPERTY MAINTENANCE INC.*

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES) (continued)			
Item No.	Services	Unit	Unit Price
43.	Micronutrients: Manganese, in granular form	Per lb. in place	\$ 5.
44.	Micronutrients: Magnesium, in granular form	Per lb. in place	\$ 4.
45.	Removal & Proper disposal of debris	Per Cubic Yard	\$ 98.
46.	Sunshine Ranches Equestrian Park Additional Ring and Trail dragging	Per Service	\$ 125.
47.	Re-set downed / wind thrown tree	Per Tree	\$ 175.
48.	Staking – root ball staking (preferred method)	Per Tree	\$ 50.
49.	Staking and guying - board and batten materials (max size 2.5" caliper tree)	Per Tree	\$ 50.
50.	Staking and guying - lodge poles and sisal materials (max size 2.5" caliper tree)	Per Tree	\$ 45.
51.	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$ 40.
52.	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	% 2.5 x COST
<b>Miscellaneous Code Enforcement Maintenance service:</b>			
53.	Mowing/trimming maintenance	Per Individual Proposal	

**PROPOSAL SIGNATURE**

The Proposer offers the preceding completed Proposal Forms for providing all labor, services, materials equipment, etc., to perform Town Wide Parks and Property Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER'S NAME: CREE LUCA

COMPANY NAME: PRESTIGE PROPERTY MAINTENANCE INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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**DRUG FREE WORKPLACE**

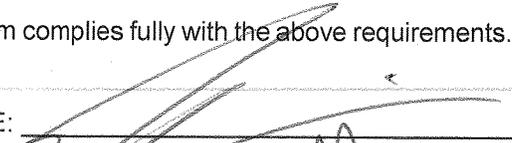
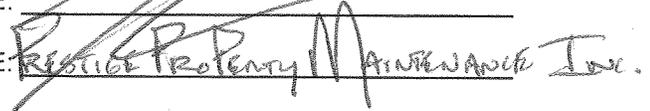
Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town's Procurement Code. In order to have a drug-free workplace program, a business shall:

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

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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

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

1. This sworn statement is submitted to City of Southwest Ranches
- By Greg Lica for Prestige Property Maintenance, Inc.  
whose business address is 3300 SW 46 Ave, Davie, FL 33314  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2639529

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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

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

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

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

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

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

By: \_\_\_\_\_  
Greg Lica  
\_\_\_\_\_  
(Printed Name)  
Controller  
\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this 18 day of November, 2014

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

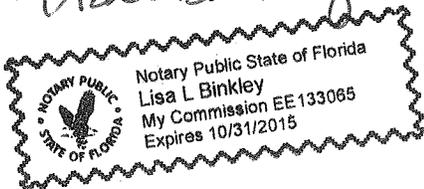
Notary Public - State of Florida My Commission Expires 10/31/2015

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

*Real Bully*

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Prestige Property Maintenance Inc.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**NON-COLLUSIVE AFFIDAVIT**

State of Florida )

) ss.

County of Broward )

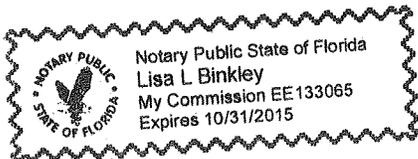
\_\_\_\_\_ being first duly sworn deposes and says that:

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

By: \_\_\_\_\_  
Carmel Lica  
(Printed Name)  
Contractor  
(Title)

Sworn to and subscribed before me this 19 day of November, 2014  
Personally known X  
Or Produced Identification \_\_\_\_\_

Lisa Binkley (Type of Identification)  
Notary Public - State of  
My Commission Expires 10/31/15  
(Printed, typed, or stamped commissioned name of notary public)



PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME Resident Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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

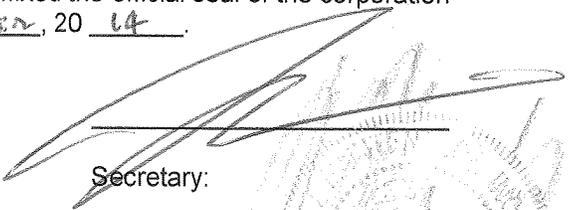
State of FLORIDA )  
County of Broward ) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of FL, held on Nov 18, 20 14, the following resolution was duly passed and adopted:

"RESOLVED, that Caro Lucia, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, Nov 18 2014, 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.

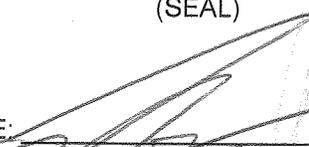
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation or Limited Liability Company this 18<sup>th</sup> day of November, 20 14.

  
Secretary:

(SEAL)

PROPOSER'S SIGNATURE:

COMPANY NAME:

  
Prestige Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**PROPOSER QUALIFICATION**

List Number of Maintenance Contracts in excess of Fifty Thousand Dollars (\$50,000) per year in the past five (5) years.

Project Name: ATTACHED REFERENCES  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

PROPOSER'S SIGNATURE:   
COMPANY NAME: Regis Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**GOVERNMENTAL CONTACT INFORMATION**

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

Name of Agency: ATTACHED REFERENCES  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME RESTORATION PROPERTY MAINTENANCE INC.

**REFERENCES & CONTRACT EXPERIENCE**

**CITY OF CORAL SPRINGS**

9551 West Sample Road  
Coral Springs, Florida 33075-4501

Contact: Louis Goldstein  
Parks Superintendent  
(954) 345-2112 Fax (954) 345-2111  
Email: lg@coralsprings.org

Scope: City wide maintenance of right of ways, lift stations, canal headers, cul-de-sacs, right of ways, neighborhood parks, and linear parks including: lawn mowing, hedge & shrub trimming, chemical control, and fertilization.

(Primary contractor - \$516,000 annually)

Date of Contract: October 1993 - present

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**BROWARD COUNTY**

**AVIATION DEPARTMENT**

1501 Southwest 43<sup>rd</sup> Street  
Fort Lauderdale, Florida 33315

Contact: Curtis Johnson  
Contract Supervisor  
(954) 359-1250 Fax (954) 252-2297  
Email: curjohnson@broward.org

**US 1 Corridor**

Scope: US 1 at Fort Lauderdale / Hollywood International Airport grounds maintenance including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, tree trimming, fertilization, sod and mulch installation, landscaping, and tree trimming.

(Primary contractor - \$323,000 annually)

Date of Contract: November 2000 - May 2006  
January 2011 - present

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**Fort Lauderdale / Hollywood Int'l Airport**

Scope: Fort Lauderdale / Hollywood International Airport grounds maintenance including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, tree trimming, fertilization, sod and mulch installation, landscaping, tree trimming and hurricane clean up and remediation.

(Primary contractor - \$324,000 annually)

Date of Contract: May 2004 - September 2009  
February 2012 - present

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**CITY OF TAMARAC**

Public Works  
6011 Nob Hill Road  
Tamarac, Florida 33321-2401

Contact: John Engwiller  
Operations Manager - Public Works  
(954) 597-3727 Fax (954) 597-3720  
Email: John.Engwiller@tamarac.org

Scope: City wide maintenance of right of ways, medians, roadways and select facilities including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, tree trimming and fertilization.

(Primary contractor - \$949,000 annually)

Date of Contract: January 2000 - present

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**BOCA WEST - VILLAGE OF  
BRIDGEWOOD MASTER ASSOCIATION**

2400 Bridgewood Drive  
Boca Raton, Florida 33434

Contact: Carol Meyer  
Property Manager  
(561) 483-7133 Fax (561) 483-7134  
Email: [office@villageofbridgewood.com](mailto:office@villageofbridgewood.com)

Scope: Grounds maintenance of Master Association and six Associations including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, landscape installations and fertilization. (Primary contractor - )

Date of Contract: February 2002 - present

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**BROWARD COUNTY  
WATER & WASTEWATER SERVICES**

2555 West Copans Road  
Pompano Beach, Florida 33069

Contact: Glen Spencer  
Water Management Division  
(954) 831-0753 Fax (954) 831-3285  
E-mail: [gspencer@broward.org](mailto:gspencer@broward.org)

Scope: General maintenance and mowing of countywide canal right of way easements including: trash removal, removal of debris, trees, aquatic and exotic vegetation. (Primary contractor)

Date of Contract: August 2011 - present

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**CITY OF MIRAMAR**

2300 Civic Center Place  
Miramar, Florida 33025

Contact : Fawwaz Massoom  
Landscape Inspector  
(954) 883-5126  
E-mail: [ffmassoom@cityofmiramar.fl.us](mailto:ffmassoom@cityofmiramar.fl.us)

Scope: General maintenance and mowing of citywide right of way easements, medians, water treatment facilities including lawn mowing, hedge & shrub trimming, chemical control, fertilization, irrigation maintenance, mulch installation, and landscape installation. (Primary contractor)

Date of Contract: December 2011 - present

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**CITY OF SUNRISE**

6466 Northwest 20<sup>th</sup> Street  
Sunrise, Florida 33313

Contact: Bill Ginter  
Division Director of Grounds Maintenance  
(954) 572-2385 Fax (954) 572-2409  
Email: [WGinter@cityofsunrise.org](mailto:WGinter@cityofsunrise.org)

Scope: City wide grounds maintenance of medians, swales, and intersections including: lawn mowing, chemical control, mulch installation, and fertilization. (Primary contractor)

Date of Contract: October 2008 - September 2012

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**SUBCONTRACTORS**

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

**CLASSIFICATION  
OF WORK**

**NAME, ADDRESS, PHONE  
OF SUBCONTRACTORS**

None

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Restoration Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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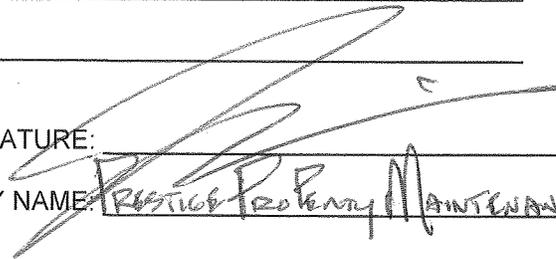
**PROPOSED MANAGEMENT PLAN**

Provide a written description of proposed plan to accomplish work, including structure of provider, organizational chart and auxiliary services offered, crews, personnel and equipment to be dedicated to this project, if the Proposer is awarded a Contract. (Use additional sheets if necessary.)

see attached

PROPOSER'S SIGNATURE:

COMPANY NAME:



Prestige Property Maintenance Inc.

# Management

For services provided for the Town of Southwest Ranches - PARKS, our team of professionals will be involved in all aspects of the project. We will be assigning Damon Peters as the Account Manager. Damon currently manages a list of projects including The City of Miramar including Viscaya Park Bermuda grass turf fields, Dragados Inc. (I-75 mowing operation), Lake Park at Forest Ridge HOA, and Chatham Towne HOA. Damon will provide all aspects of project management and will be the direct contact point for the Town. He will also manage our field supervisory team in order to ensure their maintenance crews meet all performance indicators, safety, and quality standards.

## Dedicated Personnel and Equipment

Prestige Property Maintenance proposes the following equipment and personnel structure for the Town of Southwest Ranches for listed locations:

- (A) 4 (four man) mowing crews during summer months and 2 (four man) mowing crews during the winter months, 2-yard capacity pick up truck and 18-foot trailer. The mowing equipment will 61" and 72" ZTR riding mowers, 36" walk behind mowers; 4 line trimmers, 4 edgers, and 12 blowers, along with any incidental equipment such as trash cans, rakes, etc.
- (B) 1 (five man) trimming crew with a 12-yard dump body flat bed truck and 1 (1 man) herbicide crew with 50 gallon water supply and backpack sprayer. The equipment would include hedge trimmers, pole saws, blowers, and any incidental equipment, trash cans, rakes, etc.
- (C) 2 bush hog operators with Kubota 110 hp, 4 x 4 Tractors and Land Pride 15 foot bush hog decks.
- (D) 1 John Deere Gator 550 Utility Vehicle for riding ring dragging.

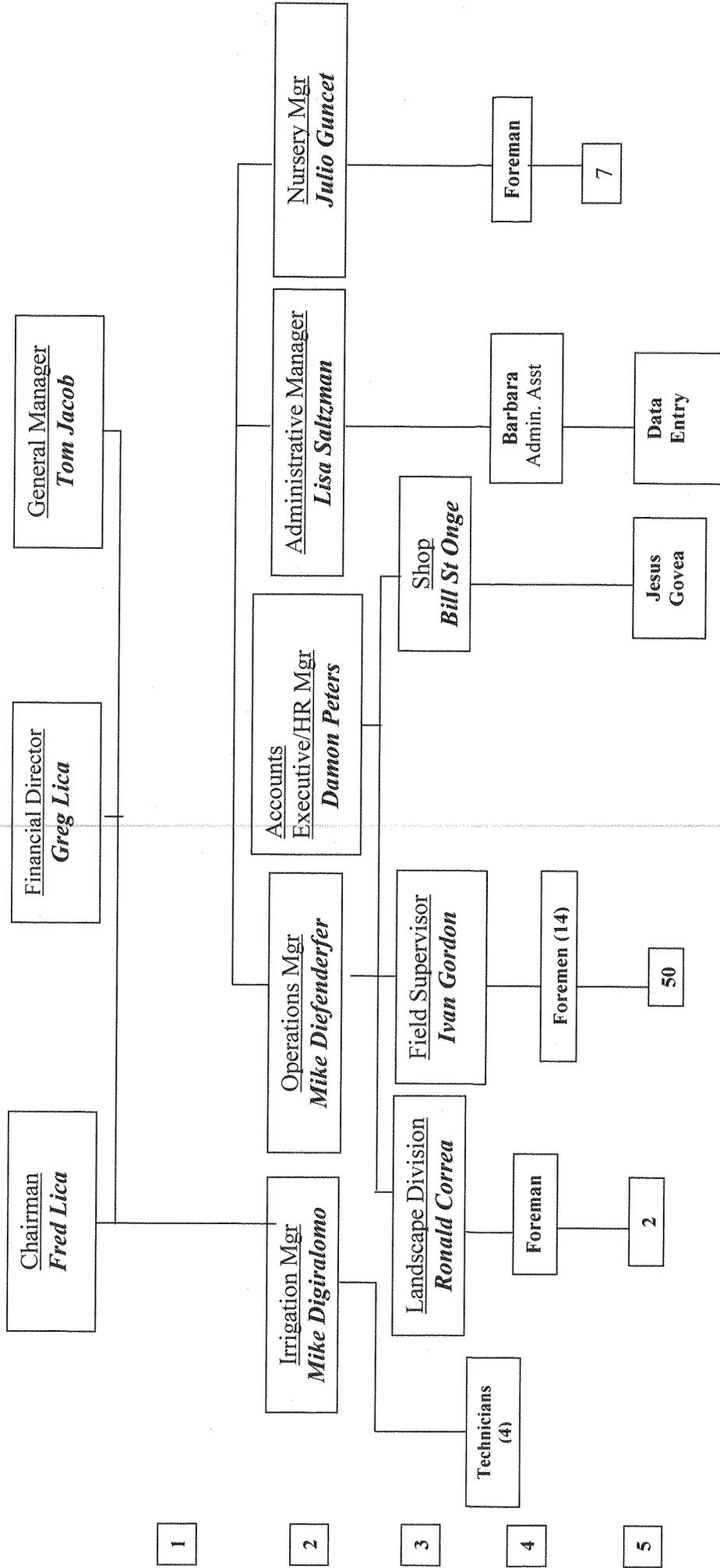
## Auxiliary Services Offered

The following are the auxiliary services provided by Prestige Property Maintenance:

- Commercial and Multi Family Lawn Maintenance
- Landscaping- Installation, Design, and Maintenance
- Tree Trimming and Removal
- Pest Control (Turf and Plant)
- Wholesale Plant and Tree Nursery
- Backhoe, Skid Loader, and Heavy Equipment Rentals
- Irrigation Repair and Installation
- Fertilization
- Mulch Installation
- Tractor Mowing

# Prestige Property Management and Maintenance, Inc.

## Organizational Chart



1

2

3

4

5

## COMPANY PROFILE

PRESTIGE PROPERTY MAINTENANCE is a full service commercial grounds maintenance company which has served South Florida since 1986. PRESTIGE can handle all of your grounds maintenance needs; including lawn maintenance, irrigation installation, maintenance & repairs, tree trimming & removal, fertilization, weed & pest control, mulch blowing services and landscape design & installation services, including seasonal color, all with plants from our own 25 acre plant & tree farm.

As a mid-sized, family owned and operated company, PRESTIGE, over its twenty five plus years in the grounds maintenance industry, has earned itself a reputation of being able to provide both personalized and professional quality service to its customers. As evidenced by its' broad customer base from condos & homeowners' associations, apartment, office, & industrial complexes, office buildings & shopping centers and municipalities to high profile jobs like the Ft Lauderdale/Hollywood International Airport and secure facilities like the Florida Power & Light's Port Everglades plant and sub - stations, PRESTIGE gets the results you're looking for. PRESTIGE has been able to maintain and increase its revenues over the years by providing quality service that, in turn, promotes customer loyalty and retention, renewed service contracts and referrals. PRESTIGE's focus on customer satisfaction is the primary component of its long term success in an industry that is often plagued with fly-by-night companies.

Key personnel at PRESTIGE include GREG LICA, Controller; FRED LICA, General Manager; TOM JACOB, Accounts Manager; and MIKE DIEFENDERFER, Operations Manager. All of these individuals have been with PRESTIGE since its inception. A brief description of the key personnel's background and experience is set forth below.

GREG LICA holds a bachelor's degree in Accounting and brings to PRESTIGE more than twenty-five years in Accounting and Marketing, in addition to Small Business Management. Greg is also a State licensed Property Manager and Real Estate Broker, so he knows the importance of maintaining your property's curb appeal to maximize its value. At PRESTIGE, Greg's responsibilities include all accounting and marketing functions. His knowledge in the financial and insurance arena has allowed PRESTIGE to remain a viable business in times where other similar businesses have suffered or even failed.

FRED LICA holds a bachelor's degree in Small Business Management and is also a State licensed Irrigation Contractor. Fred is deemed an irrigation expert in South Florida and is known for his trouble shooting skills. Fred is also a certified member of the Florida Nurserymen and Growers Association. At PRESTIGE, Fred is an integral part of our estimating and inspection team, as well as overseeing the Irrigation and Landscaping Divisions.

TOM JACOB is recognized in South Florida as an expert in arboriculture and turf & ornamental pest control and offers customers his expertise in all aspects of the horticulture industry. He is an International Society of Arboriculture - Certified Arborist and licensed as a "Class A" tree trimmer, as well as a certified and licensed Pest Control Operator. At PRESTIGE, Tom is an integral part of our estimating and inspection team. In addition to being responsible for the Lawn Maintenance and Tree Divisions, Tom heads the Employee Job Safety Team. As Accounts Manager, Tom lends to PRESTIGE his ability to effectively and positively communicate with PRESTIGE's customers.

MIKE DIEFENDERFER is a certified member of the Landscape Managers Association. In addition, Mike studies at Broward Community College to enhance his horticultural knowledge and skills. As yet another integral part of our estimating and inspection team, Mike, as Operations Manager, is responsible for personnel scheduling and job supervision. Mike also has a passion for Landscaping, making him an important part of our landscaping design team and making him a valuable consultant to customers.

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

**DBA:** PRESTIGE PROPERTY MANAGEMENT &  
**Business Name:** MAINTENANCE INC

**Receipt #:** 324-165400  
**Business Type:** LAWN MAINTENANCE/LANDSCAPE  
(LAWN MAINTENANCE)

**Owner Name:** PRESTIGE PROPERTY MANAGEMENT  
**Business Location:** 3300 SW 46 AVE  
DAVIE

**Business Opened:** 04/01/1986  
**State/County/Cert/Reg:**  
**Exemption Code:**

**Business Phone:** 584-3465

Rooms                      Seats                      Employees                      Machines                      Professionals  
6

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

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

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

**Mailing Address:**

PRESTIGE PROPERTY MANAGEMENT  
3300 SW 46 AVE  
DAVIE, FL 33314

Receipt #01A-13-00005327  
Paid 07/15/2014 81.00

**2014 - 2015**



**TOWN OF DAVIE  
BUSINESS TAX RECEIPT**

6591 SW 45<sup>th</sup> St  
Davie, FL 33314

First-Class Mail  
PRSR  
U S Postage Paid  
PDS

**Name and Location of Business Tax Receipt**

**PRESTIGE PROPERTY MGMT & MAINT  
3300 SW 46 AVE 1**

**DAVIE, FL 33314**

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

License #:	<b>7424</b>	Phone #:	<b>3055815675</b>
Effective Date:	<b>10/1/2014</b>	Expiration Date:	<b>9/30/2015</b>
<b>REFERENCE:</b>		<b>MAILING ADDRESS:</b>	
		TO:	
		PRESTIGE PROPERTY MGMT & MAINT 3300 SW 46 AVE #1	
<b>Restrictions:</b>		DAVIE FL 33314	

# *State of Florida*

## *Department of State*

I certify from the records of this office that PRESTIGE PROPERTY MAINTENANCE INC is a corporation organized under the laws of the State of Florida, filed on February 18, 1986.

The document number of this corporation is M27540.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 23, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of May, 2014*



*Ken Detzner*  
*Secretary of State*

Authentication ID: CU0274431952

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
February 19, 2014	JB182927	February 28, 2015

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: February 28, 2015 AT

3300 SW 46TH AVE  
 DAVIE, FL 33314

PRESTIGE PROPERTY MAINTENANCE INC                      Lawn and Ornamental  
 3300 SW 46TH AVE  
 DAVIE, FL 33314

  
 ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
February 19, 2014	JE44902	February 28, 2015

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: February 28, 2015 AT

PRESTIGE PROPERTY MAINTENANCE INC  
 DAVIE, FL 33314

THOMAS PATRICK JACOB    Certified Operator  
 PRESTIGE PROPERTY MAINTENANCE INC  
 3300 SW 46TH AVE  
 DAVIE, FL 33314

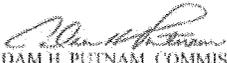
  
 ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
 Department of Agriculture and Consumer Services  
 BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
May 8, 2014	JF6337	June 1, 2015

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2015

THOMAS PATRICK JACOB    Lawn and Ornamental  
 3300 SW 46TH AVE  
 DAVIE, FL 33314

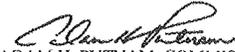
  
 ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 1, 2013	LF207159	July 31, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2017

THOMAS PATRICK JACOB  
5500 SW 70 AVE  
DAVIE, FL 33314

  
ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA  
Department of Agriculture and Consumer Services  
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 21, 2013	LF207160	July 31, 2017

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER  
NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF  
CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2017

WILLIAM M DIEFENDERFER  
627 NE 8TH AVENUE APT 3  
FORT LAUDERDALE, FL 33304

  
ADAM H. PUTNAM, COMMISSIONER

July 23, 2014

## BROWARD COUNTY TREE TRIMMER LICENSE

### STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
  - A copy of the company's Broward County Tree Trimmer license
  - Proof of the company's current insurance coverage
  - At least one person should possess a current Tree Trimmer training card.  
Current training cards reflect that training was completed within
    - the past two (2) years
  - Picture identification issued by a government entity or agency
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Safety and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

PRESTIGE PROPERTY MAINTENANCE, INC  
3300 SW 46 AVENUE  
DAVIE, FL 33314



# International Society of Arboriculture Certified Arborist™

*Thomas P. Jacob*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist®

*D. Glenn*

Certification Board, Chair  
International Society of Arboriculture

*J. Skiera*

Jim Skiera, Executive Director  
International Society of Arboriculture

FL-1297A

Certificate Number

Mar 27, 2004

Certified Since

Jun 30, 2016

Expiration Date

SPEC PLUMBER-LAWN SPRINKLER

94-CLS-604-X

LICA, FRED W. - QUALIFYING

PRESTIGE PROPERTY MGT & MAINT, INC

3300 SW 46 AVE SUITE #6

DAVIE FL 333142215

EXPIRES 08/31/2015



**CERTIFICATE OF COMPETENCY**

**Detach** and **SIGN** the reverse side of this card **IMMEDIATELY** upon receipt! **You** should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

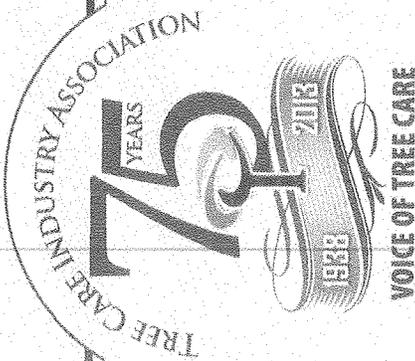
LICA, FRED W.  
5071 SW 64 AVE  
DAVIE FL 33314



**BROWARD COUNTY, FLORIDA  
CERTIFICATE OF COMPETENCY**

SPEC PLUMBER-LAWN SPRINKLER  
CC# 94-CLS-604-X  
LICA, FRED W. - QUALIFYING  
PRESTIGE PROPERTY MGT & MAINT, INC  
3300 SW 46 AVE SUITE #6  
DAVIE FL 333142215

EXPIRES 08/31/2015



# YOUR HISTORY IS OUR HISTORY..

Prestige Property Maintenance

September 2012

MEMBER NAME

MEMBER SINCE

PRESIDENT  
Mark Garvin  
Tree Care Industry Association, Inc.

TREE CARE INDUSTRY ASSOCIATION  
*Advancing tree care businesses since 1938*



GV14281-1

Certificate #  
GV14281

Trainee ID #



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

**William M. Diefenderfer**

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

Issuer

M. Orfanedes

Instructor

5/18/2011

Date of Class

*Heather Ritchie*

DEP Program Administrator

Not valid without seal



GV14293-1

Certificate #  
GV14293

Trainee ID #



# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

**Thomas P. Jacob**

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

Issuer

M. Orfanedes

Instructor

5/18/2011

Date of Class

*Heather Ritchie*

DEP Program Administrator

Not valid without seal



South Florida Chapter

www.safetycouncil.com  
800-392-5101



**MIKE DIEFENDERFER**

has completed a Safety Training Course in:  
MOT INTERMEDIATE WORK ZONE TRAFFIC CONTROL  
[FDOT PROVIDER #045]

6-6-2016  
Expiration

Wallace McCleod  
Instructor-Wallace McCleod



South Florida Chapter

**DAMON PETERS**

has completed a Safety Training Course in:  
INTERMEDIATE WORK ZONE TRAFFIC CONTROL  
[FDOT PROVIDER #045]

1-13-2013  
Expiration

Ralph Kindig Jr.  
Instructor-Ralph Kindig Jr.

**CERTIFICATE OF COURSE COMPLETION**  
**KNOW ~ THE ~ FLOW**

This certificate is awarded to

*Fred Lica*

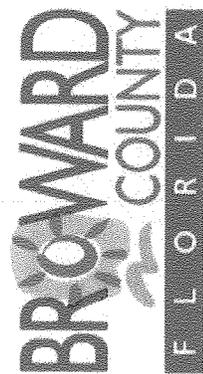
May 17, 2011

*Jimmy Moore*  
Instructor

*Andy De*  
Instructor

*John Park*  
Instructor

*Dana Sturdy / Dalmata*  
Instructor



*floridastate.gov*

*The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the success and professionalism of our members.*

# **PRESTIGE PROPERTY MAINTENANCE, INC.**

is a member of the

## **Florida Nursery, Growers & Landscape Association**

through June 30, 2015



*Ben Bolusky, Executive Vice President*



*Member in good  
standing since 2010*



Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and  
Small Business Development

*This Certificate is Awarded to:*

**PRESTIGE PROPERTY MAINTENANCE, INC.  
DBA PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC.**

As set forth in the Broward County Business  
Opportunity Act of 2012, the certification requirements  
have been met for:

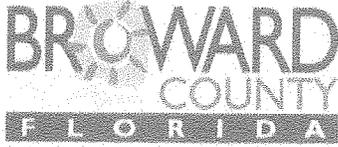
Authorized Representative

**County Business Enterprise**

**Anniversary Date: February 25<sup>th</sup>**

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.  
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)



Our Best.  
Nothing Less.

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301  
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

March 12, 2014

Mr. Greg Lica  
**PRESTIGE PROPERTY MAINTENANCE, INC.**  
**DBA PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC.**  
3300 SW 46<sup>th</sup> Avenue  
Davie, Florida 33314

Dear Mr. Lica:

The Broward County Office of Economic and Small Business Development is pleased to announce that your firm's **County Business Enterprise** certification has been renewed.

Your firm's certification is continuing from your anniversary date, but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to assure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE program within **thirty (30) days** from your anniversary will result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application and all required supporting documentation for review.

To review current Broward County Government bid opportunities visit:  
<http://www.broward.org/purchasing/currentsolicitations>. Bid opportunities over \$3,500 will be advertised to vendors via e-mail. Please keep both the Purchasing Division and the Office of Economic and Small Business Development apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: <http://www.broward.org/econdev/SmallBusiness/Pages/Default.aspx>. Click on "Certified Firm Directory".

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE:** 561710, 561730

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

Chris Atkinson, Assistant Director  
Office of Economic and Small Business Development

**Cert Agency: BC-CBE**  
**ANNIVERSARY DATE: FEBRUARY 25<sup>th</sup>**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2014

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

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

PRODUCER  FRANKCRUM INSURANCE AGENCY, INC. 100 S. MISSOURI AVE. CLEARWATER FL 33756	CONTACT NAME:		
	PHONE (A/C, No, Ext):	1-800-277-1620 X4800	FAX (A/C, No): 727-797-0704
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A:	FRANK WINSTON CRUM INSURANCE CO.	11600
INSURED  FrankCrum 1-800-277-1620 100 S MISSOURI AVENUE CLEARWATER FL 33756	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

CERTIFICATE NUMBER: 257332 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	AUTOMOBILE LIABILITY						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201400000	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 EFFECTIVE 12/26/2007, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC. (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN ROAD SOUTHWEST RANCHES, FL 33330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**PROPOSER DISCLOSURE OF LITIGATION HISTORY**

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

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

Case Name: No MATERIAL CASES Brought By  
Case Number: OR AGAINST PRESTIGE  
Jurisdiction: \_\_\_\_\_  
Plaintiff: \_\_\_\_\_  
Defendant: \_\_\_\_\_  
Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_  
Brief description of nature of case: \_\_\_\_\_

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

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Prestige Property Maintenance Inc

**ADDENDUM #1**  
**Town-Wide Parks and Property Maintenance Services**  
**RFP No. 14-013**

---

**Question:** Are there any bonds required?

*Response: A 5% Proposal Security is the only bonding requirement.*

**Question:** Pg. #18, paragraph 1 states – Contractor is to supply schedules of maintenance defining frequencies and locations. Are the calendars and frequencies provided in these bid documents (Pg. # 26 – 27) to be followed? If they are to be followed, what frequencies and locations are you referring to?

*Response: Areas specified in this RFP shall be maintained in accordance with frequencies set forth, in general, in the Maintenance Frequencies provided in the RFP. Contractor shall submit written schedules of maintenance defining specific dates of service for each location/zone and service within the cycle (cycle = 30 days). It is understood that the Contractor's written schedules will be used by the Town as a time frame for completion of service visits within the cycle.*

**Question:** Pg. 18 L. the Town refers to possible reduction in frequencies may be changed, as to the frequencies that prices are requested for, what would the reasons be for the Town to reduce the # of services as to the prices provided in the scope in bid documents? Furthermore, by adjusting frequencies, costs change. Can there be some type of negotiation if vendor's costs change due to decisions and actions by the Town that would be beyond vendor's control?

*Response: Counts and frequencies are provided as a baseline, however, the Town reserves the right to either add or delete /quantities and/or frequencies of service. This would be based on situations including but not limited to potential budget constraints and availability of funding for maintenance; addition of new locations/zones to maintenance service; or removal of locations/zones or portions of locations/zones from maintenance service due to site development activity. The contractor is expected to provide contract values per service/location/zone that will survive such changes. Contract values for added areas shall be evaluated for the mutual determination of a fair unit cost based upon similar services rendered at similar sites using the contractor's proposed unit prices.*

**Question:** Pg. 19 Q. 1. C. Removal each visit (bolded sentence) This statement on page 19 fully contradicts Page 27 instructions for tree and bed weeding (6x/yr.).

*Response: The narrative contained on pg. 19 Q. 1. C. Weed removal in tree beds is to be performed each maintenance visit. Disregard frequency for tree and bed weeding on pg. 27.*

**ADDENDUM #1**  
**Town-Wide Parks and Property Maintenance Services**  
**RFP No. 14-013**

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**Question:** Pg. 19 P. What would be an example of (Article 22) a \$100 per hour administrative fee? Also, a re-inspection fee of \$500. What would be an example of this type of situation (paperwork, flow, etc.)?

*Response: The rates and fees are related to costs incurred as a result of non-compliance to any deficiency after being notified by the Town. If corrective action resulting in work deemed acceptable by the Town does not occur within 24 hours after notification and, as a result, subsequent efforts by Town are required to correct said deficient work, such time and re-inspection efforts shall be deducted from outstanding invoices at the aforementioned rates and fees.*

**Question:** Pg. 20 # 2. B. Trimmings should be chipped or ground? This is not standard for the industry especially when frequencies are not 12x / year. Too much trimming would prevent mulching effect. Trimmings should be removed from site and disposed of properly. The Town needs to re-think this paragraph.

*Response: This paragraph of the RFP references "selective trimming," which does not anticipate a heavy volume or frequency of trimming. Material to be trimmed, in this instance is planted shrub and ground cover material, and thus, where practical, the contractor should chip or grind the trimmings to be retained in their original beds for use as mulch, in accordance with Green Industries Best Management Practices (GI-BMPs) for disposal of landscape debris. This section applies only to select locations where practical and appropriate, and does not require that all trimmings in all locations and situations be ground or chipped and left in place on site.*

**Question:** Pg. 23 W. paragraph 1. Establishment water or coordinate irrigation system for watering. The cost for sod with irrigation is very different for the cost of sod with portable watering. Suggest the Town separate sod installation with or without irrigation.

*Response: This section presupposes sod installation as separate from establishment watering. In locations without automatic irrigation systems, contractor shall provide establishment watering in accordance with unit pricing provided on page 30 of the maintenance proposal for auxiliary services, item numbers 29-32.*

**Question:** Pg. 24 X. 1. How is this paid for?

*Response: Proposals will be requested on a per-case, as-needed basis for Code Enforcement Mowing/Lawn Maintenance services. Contractor's proposals, if accepted, will be approved and signed by Code Enforcement staff following receipt and review.*

**Question:** Do all items in the RFP require pricing? Can you leave any blank?

*Response: Yes, all items require pricing. Please do not leave any blank line items. 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 this RFP.*

**ADDENDUM #1**  
**Town-Wide Parks and Property Maintenance Services**  
**RFP No. 14-013**

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**Question:** Pg. 29 Why is string trimming priced twice? Per linear foot and per square foot?

*Response: When this service is needed (i.e., addition of new location/zone to maintenance service, (or); one-time string trimming service at a location not included in the contract), contract values shall be evaluated for the mutual determination of a fair unit cost based upon similar services rendered at similar sites using the contractor's proposed unit prices. String trimming per linear foot will be based on a presumed standard width of 20' +/- . For areas with greater widths than 20' +/-, square foot unit prices will be used.*

**Question:** Pg. 30 #29 Can a watering trailer be used?

*Response: The Town will not specify means and methods, so long as contractor is able to fully service the Town's needs for occasions when this service may be required.*

**Question:** Pg. 30 #33 Can a high reach bucket left be used?

*Response: The Town will not specify means and methods, so long as contractor is able to fully service the Town's needs for occasions when this service may be required.*

**Question:** Pg. 30 # 37 Mowing of turf, would this be for Bush hog mower or zero turn mower? Suggest a price for either bush hog or regular mower.

*Response: This line item is for large machine or brush mowing. "Regular" (traditional, small or detailed) mowing is covered in line item #1 on page 29.*

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**10/08/2014**

**ADDENDUM #2**  
**Town-Wide Parks and Property Maintenance Services**  
**RFP No. 14-013**

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1. **Question:** “Previous question in reference to Do all items need to be priced? You answered yes and please don’t leave any blank? Is it safe to assume any bid without pricing for all items would be disqualified?”

*Response: In accordance with section 8.4 on page 8: Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the Request for Proposal will be cause for rejection, as determined by the Town.*

2. **Question:** Is there a place in the Bid Documents to acknowledge addenda? Should we return them with bid proposal?

*Response: Please print the Acknowledgement of Addenda page below and return it with your proposals.*

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**10/13/2014**

**ADDENDUM #2**  
**Town-Wide Parks and Property Maintenance Services**  
**RFP No. 14-013**

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**ACKNOWLEDGEMENT of ADDENDA**

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

Addenda No.1 \_\_\_\_\_ / G.A.L.

Addenda No.2 \_\_\_\_\_ ✓ G.A.L.

Addenda No.3 \_\_\_\_\_

Addenda No.4 \_\_\_\_\_

**ADDENDUM #3**  
**Town-Wide Parks and Property Maintenance Services**  
**RFP No. 14-013**

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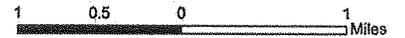
This Addenda reflects changes to Town Zones. Attached are pages 17, 25, 26, 28 and the Town Parks Map with the changes and should be replaced in your Proposal Document. All changes are highlighted for easy reference.

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**10/22/2014**



= Color denotes Town Park or Property

- Zone 33. Trailside Park: 12498 Griffin Road
- Zone 34. Sunshine Ranches Equestrian Park: 5840 SW 148 Avenue
- Zone 35. Calusa Corners Park: SE Corner Hawke's Bluff Avenue (Griffin Road) at SW 160 Avenue (Dykes Road)
- Zone 36.a. Southwest Meadows Sanctuary Park: SW Corner Griffin Road at SW 160 Avenue (Dykes Road)
- Zone 36.b. Southwest Meadows Sanctuary Park: (interior of property above)
- Zone 37.a. Rolling Oaks Park: 17630 SW 56 Street
- Zone 37.b. Rolling Oaks Park: (interior of property above)
- Zone 38. Frontier Trails Park: SW 193rd Lane at SW 51 Manor
- Zone 39. Town Hall: 13400 Griffin Road
- Zone 40. Public Safety Facility: 17220 Griffin Road
- Zone 41. Stirling Rd. at SW 185 Way "Pocket Park"
- Zone 42. Country Estates Park: 18900 Griffin Road
- Zone 43. Broadwing Building: 20951 Griffin Road



**ADDENDUM #4**  
**Town-Wide Parks and Property Maintenance Services**  
**RFP No. 14-013**

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October 23, 2104 Mandatory Pre-Proposal Conference Questions and Answers.

Note: The following questions were asked and answered during the mandatory pre-proposal conference. These notes are provided as a courtesy to potential proposers.

1. Q: How is item H/INITIAL ESTABLISHMENT OF LANDSCAPE MAINTENANCE STANDARD expected to be priced in the proposal? Would the Town consider including this item in the proposal?

**A: CLARIFICATION: No, this item is considered separate from the base and ongoing proposals. Proposers shall include a note within their written Proposed Management Plan for any location or zone where the Proposer would advise such one-time initial clean up, but pricing for this service is not to be considered as included in the base price or ongoing unit prices for the Contract.**

**In accordance with item H, on the contract commencement date, Contractor shall submit a written proposal for such cleanup to be reviewed by the Town's designee. Upon approval of the one-time proposal, the Town will issue a purchase order and Notice to Proceed with the cleanup, if approved.**

2. Q: Will any other contractors be responsible for removal of litter at the zones/locations listed in this RFP?

**A: CLARIFICATION: No significant overlap of services by other Contracts or Contractors is anticipated for removal of litter from Parks and Other Properties to be served by this RFP.**

3. Q: What percentage of this proposal will be represented by the Miscellaneous Code Enforcement Maintenance Service required in this RFP?

**A: CLARIFICATION: No prices for Miscellaneous Code Enforcement Maintenance Service are expected to be submitted with proposals for this RFP. If needed, proposals for Miscellaneous Code Enforcement Maintenance Service will be requested on a case-by-case basis.**

4. Q: Is there a budget for the project?

**A: CLARIFICATION: No. The Town's existing maintenance budget is not representative of realistic pricing for this newly segregated services. In the process of procuring new maintenance contracts, the Town will adjust the budget in accordance with prices received and as available funding permits.**

5. Q: Does every line item in the Scope of Services require a price?

**A: CLARIFICATION: Yes. A company that is a responsive and responsible proposer will provide prices for all requested services within the Scope of Services. In accordance with section 8.4 on page 9: Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the Request for Proposal will be cause for rejection, as determined by the Town.**

**ADDENDUM #4**  
**Town-Wide Parks and Property Maintenance Services**  
**RFP No. 14-013**

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6. Q: Does the Town realize that proposers' prices are based upon frequency of service and if frequencies are changed, this makes a difference to the proposer and its price?

A: **CLARIFICATION:** Yes, the Town is aware of this. However, in accordance with section 8.6 of the RFP, No guarantee or warranty is given or implied by the Town as to the total amount of services that may or may not be purchased from any resulting contract or award. The quantities and frequencies provided in the RFP are for proposal purposes only and will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**11/06/2014**

**ADDENDUM #4**  
**Town-Wide Parks and Property Maintenance Services**  
**RFP No. 14-013**

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**ACKNOWLEDGEMENT of ADDENDA**

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

Addenda No.1       ✓      G.A.L.

Addenda No.2       ✓      G.A.L.

Addenda No.3       ✓      G.A.L.

Addenda No.4       ✓      G.A.L.

No 5       ✓      G.A.L.

**ADDENDUM #5**  
**Town-Wide Parks and Property Maintenance Services**  
**RFP No. 14-013**

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**Question:** What is the current monthly billing of your current vendor?

*Answer:* The current billing varies depending on season for the type of maintenance and service provided.

The Town currently does not have a facilities maintenance contract. Irrigation is billed either monthly or quarterly, depending on location, and the current annual total base bid for all routine irrigation maintenance is \$9,760.

**Question:** Is the current scope of work the same as the new RFP?

*Answer:* Please refer to the frequency schedule for each service category, maintenance zone/location.

**Question:** Is the Town going to award all RFP's to 1 vendor or more?

*Answer:* The Town intends to make an award to the responsive and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth in the RFP and the Town's Procurement Code. Each RFP will be treated as its own separate contract.

**Question:** Does the contractor have to provide a full time onsite project manager for each contract?

*Answer:* Reference Sections D/ GENERAL REQUIREMENTS and E/SPECIAL REQUIREMENTS for applicable requirements for project manager or site supervisor. Each RFP stands on its own.

**Question:** In reference to the price sheets, to avoid confusion, should the price sheet state the frequency of service next to the unit price?

*Answer:* Please refer to the frequency schedule for each service category, maintenance zone/location.

Juanita Romance  
Procurement and Special Projects  
November 7, 2014

**AGREEMENT  
BETWEEN THE  
TOWN OF SOUTHWEST RANCHES  
AND  
PRESTIGE PROPERTY MAINTENANCE, INC.  
FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP No. 14-013**

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP No. 14-013

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

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

**WHEREAS**, the Town advertised a Request for Proposals, RFP No. 14-013 on September 17, 2014 (“RFP”); and

**WHEREAS**, **four (4)** proposals were received by the Town on November 20, 2014; and

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

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

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

**1. CONTRACT DOCUMENTS/SCOPE OF WORK:** The Contract Documents consist of the following documents: Request for Proposals #14-013 (attached herein as Composite Exhibit “B,” hereinafter interchangeably referred to as the “Scope of Services,” “Services,” or “Work” unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor’s Proposal (Exhibit “A-1”), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Parks and Property Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the RFP). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to **SCOPE OF SERVICES / SPECIFICATIONS**, Sections A-X of the RFP. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction and/or best management practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

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

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

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

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

#### **6. COMPENSATION & METHOD OF PAYMENT**

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

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP No. 14-013

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performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

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

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

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

**9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

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

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

- 11.1. In addition, the occurrence of any one or more of the following events will justify Town's termination of Contractor for cause:
- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
  - .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
  - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
  - .4 Contractor's violation of any provisions of the Contract Documents;
  - .5 Contractor's Abandonment of the Work;
  - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 11.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.
- 11.4. If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 13 below.

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

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

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP No. 14-013

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

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

**13. INTERPRETATION:**

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

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

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

**15. CONTRACTOR'S PERFORMANCE:**

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

15.2 Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Contractor represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

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

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

16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP No. 14-013

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which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.

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

**17. AUDIT OF PROJECT RECORDS:** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the later of three (3) years after termination or expiration of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the three (3) year period, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

**18. DIFFERING SITE CONDITIONS:** In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the

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

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

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

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

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

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

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

or could have discovered through the exercise of due diligence, the existence and/or location of such underground structures and utilities.

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

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Manager (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Manager and Contractor cannot resolve a claim as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Manager, then Contractor shall submit the claim to Town Administrator within ten (10) calendar days from the date of impasse in accordance with Section 16 above. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

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

If to Town:

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

With a copy to:

Keith M. Poliakoff, J.D.  
Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1700  
Fort Lauderdale, Florida 33301

If to Contractor:

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

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

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

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

**25. FUNDING:** The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law. In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this paragraph, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination shall automatically be deemed converted to a termination for convenience and Contractor shall be paid solely in accordance with Section 12 above.

**26. PUBLIC RECORDS:** The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation and/or termination of this Agreement by Town. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the proposal process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

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

**28. NO WAIVER OF RIGHTS:** Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Towns rights or remedies under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's

negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law or in equity.

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

**30. NO AMENDMENT OR WAIVER:** This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

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

**32. MISCELLANEOUS:**

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- C. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP No. 14-013

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In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this paragraph C of Section 32.

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

[SIGNATURES ON FOLLOWING PAGE]

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP No. 14-013

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 2015.

**WITNESSES:**

Susan Kutz  
Susan Kutz  
Juanita Romo  
Juanita Romo

**CONTRACTOR:**

By: [Signature]  
Greg Lica, Controller  
26<sup>th</sup> day of January 2015

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Jeff Nelson, Mayor  
\_\_\_ day of \_\_\_\_\_ 2015

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
\_\_\_ day of \_\_\_\_\_ 2015

**ATTEST:**

\_\_\_\_\_  
Russell Muñiz, MMC, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

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



3300 SW 46 Ave  
Davie, FL 33314-2215  
Tel: 954-584-3465  
Toll Free: 800-972-5331  
Fax: 954-584-2185  
www.prestigepmm.com

TOWN OF SOUTHWEST RANCHES  
Public Works  
13400 Griffin Road  
Southwest Ranches, Florida 33330

January 22, 2015

via e-mail: dlauretano@southwestranches.org

ATTN: December Lauretano-Haines

RE: ROLLING OAKS PARK: Clean Up and Landscape Improvements

As per our drive through at ROLLING OAKS PARK in the TOWN OF SOUTHWEST RANCHES, I am submitting the following proposal for your consideration:

THROUGHOUT PARK

- Remove and dispose of dead plant material
- Remove landscape timbers at gardens
- Apply herbicide to develop beds and tree rings \$ 2,365.00

EAST SIDE

- Remove exotics and rosewood at four groupings of vegetation \$ 4,900.00

WETLAND AREA - PERIMETER

- Remove exotics
- Brush/ blade mow overgrowth \$ 7,250.00

**TOTAL FOR THIS PROPOSAL \$ 14,515.00**

We appreciate the opportunity to bid your work. In the event any litigation arises out of this agreement, the prevailing party will be entitled to attorneys fees plus and cost associated with. If you have any further questions, please do not hesitate to contact me.

ACCEPTED BY: \_\_\_\_\_ (Print name)

SIGNATURE / TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRESTIGE PROPERTY MAINTENANCE, INC.

Sincerely,

Tom Jacob  
Director of Operations  
TJ/lb



3300 SW 46 Ave  
Davie, FL 33314-2215  
Tel: 954-584-3465  
Toll Free: 800-972-5331  
Fax: 954-584-2185  
www.prestigepmm.com

TOWN OF SOUTHWEST RANCHES  
Public Works  
13400 Griffin Road  
Southwest Ranches, Florida 33330

January 22, 2015

via e-mail: dlauretano@southwestranches.org

ATTN: December Lauretano-Haines

RE: TRAILSIDE PARK: Clean Up and Landscape Improvements

As per our drive through at TRAILSIDE PARK in the TOWN OF SOUTHWEST RANCHES, I am submitting the following proposal for your consideration:

Clean up per our drive through:

- Remove and dispose of exotics along west fence line
- Lift low canopy tree
- Trim bridalveil and tabebuia trees
- Apply herbicide to develop beds

**TOTAL FOR THIS PROPOSAL**

**\$ 1,800.00**

We appreciate the opportunity to bid your work. In the event any litigation arises out of this agreement, the prevailing party will be entitled to attorneys fees plus and cost associated with. If you have any further questions, please do not hesitate to contact me.

ACCEPTED BY: \_\_\_\_\_ (Print name)

SIGNATURE / TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRESTIGE PROPERTY MAINTENANCE, INC.

Sincerely,

Tom Jacob  
Director of Operations  
TJ/lb

W:\WP51\MAINT\SW RANCHES\SWR\_CU\_TRAILSIDE PARK\_012215.PRO

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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**  
**Jeff Nelson, Mayor**  
**Freddy Fisikelli, Vice Mayor**  
**Steve Breitzkreuz, Council Member**  
**Gary Jablonski, Council Member**  
**Doug McKay, Council Member**

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

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andrew D. Berns, Town Administrator

**FROM:** December Lauretano-Haines, PROS Coordinator

**DATE:** February 12, 2015

**SUBJECT:** **A Resolution to ratify the Selection Committee's ranking of Prestige Property Maintenance, Inc. as the highest qualified proposer for RFP 14-012 Town-Wide Irrigation Maintenance Services and approving an agreement with Prestige.**

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### **Recommendation**

Council approval is requested to enter into a new contract for Town-Wide Irrigation Maintenance Services.

### **Issue**

Town-wide maintenance has not met with expected standards. Entry into a new agreement with a new vendor will allow for a higher level of service.

### **Strategic Priority**

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land.

### **Background**

Since the Town's current contract for maintenance of Irrigation systems will expire in 2015, staff sought and received proposals for a new agreement for these services. A total of two proposals were received. The Selection Committee reviewed the proposals, and ranked the two proposals as follows:

1. Prestige Property Maintenance, Inc. 297 out of 300 total points possible
2. Green Construction Technologies, Inc. 258 out of 300 total points possible

**Fiscal Impact/Analysis**

If approved, the Prestige Property Maintenance, Inc. contract agreement increases the Towns General Fund and Transportation Fund total annual expenditures for Parks and Property Irrigation Maintenance from \$5,760 to \$9,000 and for Griffin Road Irrigation Maintenance from \$4,000 to \$21,600, respectively. This represents an increased cost of \$20,840 annually. Over the term of the 3-year contract, the total increase will be \$62,520. The pro-rata impact for FY 2015, commencing March 1, 2015 (7 months) is therefore \$12,157. Accordingly, a Budget amendment totaling \$12,157 enabling the partial utilization of unassigned General Fund Fund Balance, which includes our Fiscal Year 2014 increase (unaudited) of \$372,269 (\$3,830,892-\$3,458,623), and which will also transfer a portion of funding to the Transportation fund is required as follows:

<b>REVENUES:</b>	<b>INCREASE</b>
G.Fd: Appropriated Fund Balance (001-0000-399-39900)	\$12,157
Trans Fd: Transfer from the General Fund (101-0000-381-38101)	\$10,267

<b>EXPENSES:</b>	
G.Fd.: PROS Dept.–Ground Maintenance-Parks (001-3600-572-46040)	\$1,890
G.Fd.: Transfer to the Transportation Fund (001-3900-581-91101)	\$10,267
Trans Fd.: Landscaping –Griffin Road Maint. (101-5100-541-53110)	\$10,267

Additionally, initial (and considered extraordinary) irrigation system evaluation and repair expenditures necessary to establish the maintenance standards will be estimated by Prestige within the first 30 days of commencing the contractual commitment and will be brought forward for Council consideration at a later date, within the next 60 days.

**Staff Contact:**

December Lauretano-Haines, Contract Coordinator  
Clete Saunier, Contract Manager  
Martin D. Sherwood, Town Financial Administrator

**Comparison of Proposal Base Prices:**

<b>RFP 14-012 – Irrigation</b>	<b>SC Committee Ranking (300 = total points possible)</b>	<b>Base Proposal</b>
Green Construction	258	\$36,948.00
Prestige	297	\$30,600.00

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE'S DECISION TO RANK PRESTIGE PROPERTY MAINTENANCE AS THE HIGHEST QUALIFIED PROPOSER FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH PRESTIGE PROPERTY MAINTENANCE, INC. TO PROVIDE TOWN-WIDE IRRIGATION MAINTENANCE SERVICES TO THE TOWN; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$12,157 (TWELVE THOUSAND, ONE HUNDRED FIFTY SEVEN DOLLARS) FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES, WHICH IS THE PRORATED CONTRACTUAL INCREASE; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND AND TRANSPORTATION FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** In September, 2014, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 14-012 seeking Town-Wide Irrigation Maintenance Services; and

**WHEREAS,** two (2) companies attended the Town's mandatory pre-proposal conference on October 23, 2014 at 9:00 A.M.; and

**WHEREAS,** on November 20, 2014, the Town opened the responses that it received from Prestige Property Maintenance, Inc. ("Prestige") and Green Construction Technologies, Inc. (collectively referred to as the "Proposers"); and

**WHEREAS,** on December 11, 2014, at an advertised public meeting, the Town's Selection Committee ("SC") reviewed the two (2) proposals; and

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

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

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

**WHEREAS,** Prestige and the Town desire to enter into an Agreement for the provision of Town-Wide Irrigation Maintenance Services by Prestige under the terms and conditions set forth hereinafter.

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

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

**Section 2.** After reviewing all the information provided, the Town Council hereby accepts the decision of the SC that the highest qualified proposer for Town-Wide Irrigation Maintenance Services is Prestige Property Maintenance, Inc.

**Section 3.** The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Prestige Property Maintenance, Inc. in substantially the same form as that attached hereto as Exhibit "A", for Town-Wide Irrigation Maintenance Services.

**Section 4.** In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, the FY 2014-2015 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$12,157; increasing the Transportation Fund: Transfer from the General Fund revenue account 101-0000-381-38101 in the amount of \$10,267; and correspondingly, increasing the General Fund: PROS Department – Ground Maintenance – Parks expense account 001-3600-572-46040 in the amount of \$1,890; increasing the General Fund: Transfer to the Transportation Fund expense account 001-3900-581-91101 in the amount of \$10,267; and increasing the Transportation Fund: Landscaping – Griffin Road Maintenance – expense account 101-5100-541-53110 in the amount of \$10,267.

**Section 5.** The Town Council and authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Prestige in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution

**Section 6.** This Resolution shall take effect immediately upon its adoption.

**[Signatures on Following Page]**

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

Ranches, Florida, this \_\_\_ day of \_\_\_\_\_, 2015, on a motion by \_\_\_\_\_ and  
seconded by \_\_\_\_\_.

Nelson	___	Ayes	___
Fisikelli	___	Nays	___
Breitkreuz	___	Absent	___
Jablonski	___		
McKay	___		

\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

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

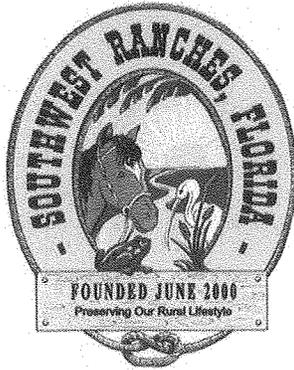
Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

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# TOWN OF SOUTHWEST RANCHES



## REQUEST FOR PROPOSALS

### Town-Wide Irrigation Maintenance Services

RFP No. 14-012

Date: September 17, 2014

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

**PROPOSAL FORMS**

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

**IRRIGATION MAINTENANCE – ROADS**

Service Category	Location / Zone #	Location / Zone Name	Unit Price per service	Annual Price – (Frequencies as per "Maintenance Frequencies" sheet)
A	1	<b>GRIFFIN ROAD EAST</b> ROW: Flamingo Rd. to SW 148 Ave. a.) Medians – All b.) 3 Retention Ponds c.) South swale – All from edge of pavement to property line	\$ 565.	\$ 6,780.
A	2	<b>GRIFFIN ROAD WEST</b> ROW: west of Dykes Rd. to east of SW 188 Ave.: c.) Medians – All d.) South swale – All	\$ 1235.	\$ 14,820.
<b>SUBTOTAL IRRIGATION MAINTENANCE – ROADS</b>			\$ 21,600.	

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

**IRRIGATION MAINTENANCE - PARKS AND OTHER FACILITIES**

Service Category	Location / Zone #	Location Name	Unit Price per service	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Sunshine Ranches Equestrian Park – 20 acres	\$ 625.	\$ 7,500.
D	38	Town Hall – <2 acres	\$ 125.	\$ 1,500.
<b>SUBTOTAL IRRIGATION MAINTENANCE - PARKS AND OTHER FACILITIES</b>			\$ 9,000.	

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

\$ 30,600.

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Resilient Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

<b>MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)</b>			
Item No.	Services	Unit	Unit Price
1	Irrigation Supervisor	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 75.
		Per hour for all other times =	\$ 120.
2	Irrigation Technician	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 55.
		Per hour for all other times =	\$ 85.
3	Irrigation Laborer	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$ 40.
		Per hour for all other times =	\$ 65.
<b>IRRIGATION SYSTEM COMPONENTS (FURNISH AND INSTALL):</b>			
Item No.	Service	Unit	Unit Price
4	Rainbird 6" Pop UP	Each	\$ 15.
5	Corresponding Rainbird 6" nozzles as per plans/specs	Each	\$ 2.25
6	Rainbird 12" Pop UP	Each	\$ 18.
7	Corresponding Rainbird 12" nozzles as per plans/specs	Each	\$ 2.25
8	Rainbird 1800 series-- (06 -12)	Each	\$ 22.
9	Corresponding 1800 series nozzles as per plans/specs	Each	\$ 2.50
10	Rainbird 5000 series – Rotor heads	Each	\$ 20.
11	Corresponding 5000 series nozzles as per plans/specs	Each	\$ 2.50
12	Rainbird 7005 series – Rotor heads	Each	\$ 87.50 DISCONTINUED
13	Corresponding 7005 series nozzles as per plans/specs	Each	\$ 3. " "
14	Rainbird 8005 series – Rotor heads	Each	\$ 85.
15	Corresponding 8005 series nozzles as per plans/specs	Each	\$ 3.50
16	Rainbird Talon series – Rotor heads	Each	\$ 90 DISCONTINUED
17	Corresponding Talon series nozzles as per plans/specs	Each	\$ 3.50 " "
18	EII	Each	\$ 2.85
19	Funny pipe	Per Foot	\$ 2.95
20	NDS 10" Round valve box	Each	\$ 57.
21	NDS 12" X 17" Rectangular valve box	Each	\$ 75.
22	Amtech 12" X 18" Rectangular valve box	Each	\$ 85.
23	Rainbird 300 BPE Electric Remote Control Valves	Each	\$ 495.
24	Rainbird PGA series 2" Electric Remote Control Valves	Each	\$ 275.
25	Rainbird 5LRC 5 1/2" quick coupling Valves	Each	\$ 185.
26	Rainbird PEBPRS-D "Control Valve"	Each	\$ 275.
27	Rainbird 200 series Electric Remote Control Valve	Each	\$ 275.
28	Rainbird PRS Dial pressure regulating device	Each	\$ 65.
*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.			

PROPOSER'S SIGNATURE:

COMPANY NAME: Reston Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

---

The Proposer offers the preceding completed Proposal Forms for providing all labor, services, materials equipment, etc., to perform Town-Wide Irrigation Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

[INTENTIONALLY LEFT BLANK]

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

**VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

**DBA:** PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE INC  
**Business Name:** PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE INC

**Receipt #:** 324-165400  
**Business Type:** LAWN MAINTENANCE/LANDSCAPE (LAWN MAINTENANCE)

**Owner Name:** PRESTIGE PROPERTY MANAGEMENT  
**Business Location:** 3300 SW 46 AVE  
 DAVIE  
**Business Phone:** 584-3465

**Business Opened:** 04/01/1986  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals

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

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT  
 WHEN VALIDATED**

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

**Mailing Address:**

PRESTIGE PROPERTY MANAGEMENT  
 3300 SW 46 AVE  
 DAVIE, FL 33314

**Receipt #** 01A-13-00005327  
**Paid** 07/15/2014 81.00

**2014 - 2015**



**TOWN OF DAVIE  
BUSINESS TAX RECEIPT**

First-Class Mail  
PRSR  
U S Postage Paid  
PDS

6591 SW 45<sup>th</sup> St  
Davie, FL 33314

**Name and Location of Business Tax Receipt**

**PRESTIGE PROPERTY MGMT & MAINT  
3300 SW 46 AVE 1**

**DAVIE, FL 33314**

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

License #:	<b>7424</b>	Phone #:	<b>3055815675</b>
Effective Date:	<b>10/1/2014</b>	Expiration Date:	<b>9/30/2015</b>
<b>REFERENCE:</b>		<b>MAILING ADDRESS:</b>	
		TO:	
		PRESTIGE PROPERTY MGMT & MAINT	
		3300 SW 46 AVE #1	
<b>Restrictions:</b>		DAVIE FL 33314	

# *State of Florida*

## *Department of State*

I certify from the records of this office that PRESTIGE PROPERTY MAINTENANCE INC is a corporation organized under the laws of the State of Florida, filed on February 18, 1986.

The document number of this corporation is M27540.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 23, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of May, 2014*



*Ken DeFries*  
*Secretary of State*

Authentication ID: CU0274431952

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

# BROWARD COUNTY FLORIDA

SPEC PLUMBER-LAWN SPRINKLER

94-CLS-604-X  
LICA, FRED W. - QUALIFYING  
PRESTIGE PROPERTY MGT & MAINT, INC.  
3300 SW 46 AVE SUITE #6  
DAVIE FL 333142215  
EXPIRES 08/31/2015



**CERTIFICATE OF COMPETENCY**  
Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

LICA, FRED W.  
5071 SW 64 AVE  
DAVIE FL 33314

BROWARD COUNTY FLORIDA  
CERTIFICATE OF COMPETENCY  
SPEC PLUMBER-LAWN SPRINKLER  
94-CLS-604-X  
LICA, FRED W. - QUALIFYING  
PRESTIGE PROPERTY MGT & MAINT, INC.  
3300 SW 46 AVE SUITE #6  
DAVIE FL 333142215  
EXPIRES 08/31/2015

**CERTIFICATE OF COURSE COMPLETION**  
**KNOW ~ THE ~ FLOW**

This certificate is awarded to  
**Fred Lica**  
May 17, 2011

*Jimmy Moore*  
Instructor

*Andy De*  
Instructor

*Art W. Park*  
Instructor

*Diana Shively / Salinity*  
Instructor



*swmrd.gov*



GV23846-1

Certificate #  
GV23846

Trainee ID #

**UF** UNIVERSITY of  
**FLORIDA**  
IFAS Extension

# Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

## Fred W. Lica

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

*Donald R. Rainey*  
Issuer

M. Orfanedes  
Instructor

8/15/2013  
Date of Class

*Lee M. ...*  
DEP Program Administrator

Not valid without seal



Fred Lica

From: Florida Irrigation Society [administration@fisstate.org]  
 Sent: Thursday, August 21, 2014 1:25 PM  
 To: Fred Lica  
 Subject: Florida Irrigation Society Payment receipt



**Florida Irrigation Society**  
 Managing Every Drop

Your payment has been received and processed. Please find your receipt below.

**PAYMENT RECEIPT**

**PRESTIGE PROPERTY MAINTENANCE**

Date: 21 Aug 2014  
 Amount: \$200.00  
 Tender: PayPal Payments Standard

Payment received from:  
 Fred Lica  
 fred@prestigepmm.com

Payment for:

Date	Document	
21 Aug 2014	Invoice 00658	Settled amount \$200.00
	Membership application. Level: E. Irrigation System Operator	Invoice total \$200.00
		Due \$0.00

Total settled: \$200.00  
 Available balance: \$0.00

Thank you for your support!



466 94th Avenue N. St. Petersburg, Florida 33702

phone: 727.209.1595 fax: 727.578.9982 email: administration@fisstate.org

This is to Certify that

**FRED LICA**

has successfully completed the requirements outlined in the Rain Bird Academy Guide for:  
**49 - MAXICOM LEVEL 1 SOFTWARE**

**05/11/2012**



Robert Pfeil, Manager, Training Services, Rain Bird Services Corporation

**RAIN  BIRD®**

**This is to Certify that**

**FRED LICA**

has successfully completed the requirements outlined in the Rain Bird Academy Guide for:

**46 -MAXICOM LEVEL 1 HARDWARE**

**05/09/2012**



**Robert Pfeil, Manager, Training Services, Rain Bird Services Corporation**

**RAIN  BIRD®**

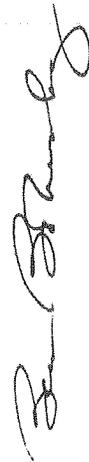
*The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the success and professionalism of our members.*

# **PRESTIGE PROPERTY MAINTENANCE, INC.**

is a member of the

## **Florida Nursery, Growers & Landscape Association**

through June 30, 2015



*Ben Bolusky, Executive Vice President*



*Member in good  
standing since 2010*



Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and  
Small Business Development

*This Certificate is Awarded to:*

**PRESTIGE PROPERTY MAINTENANCE, INC.  
DBA PRESTIGE PROPERTY MANAGEMENT & MAINTENANCE, INC.**

As set forth in the Broward County Business  
Opportunity Act of 2012, the certification requirements  
have been met for:

Authorized Representative

**County Business Enterprise**

**Anniversary Date: February 25<sup>th</sup>**

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.  
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

---

**DRUG FREE WORKPLACE**

Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town's Procurement Code. In order to have a drug-free workplace program, a business shall:

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

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: RESIDENT PROPERTY MAINTENANCE INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

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

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

1. This sworn statement is submitted to Town of SW Ranches  
By Greg Luca for Prestige Property Maint. Inc  
whose business address is 3300 SW 46 Ave Davie, FL 33314  
and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2639529

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

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**PUBLIC ENTITY CRIMES**

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

[INTENTIONALLY LEFT BLANK]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

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

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

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

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

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

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

By: \_\_\_\_\_  
Greg Lica  
(Printed Name)  
CONTROLLER  
(Title)

Sworn to and subscribed before me this 19 day of November, 2014

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

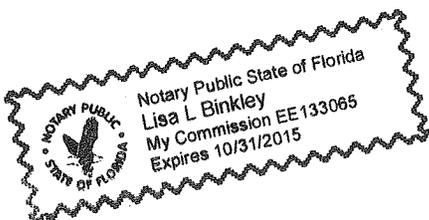
Notary Public - State of Florida My Commission Expires 10/31/2015

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

Lisa Binkley

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Prestige Property Maintenance Inc.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

NON-COLLUSIVE AFFIDAVIT

State of FL )  
County of Broward ) ss.

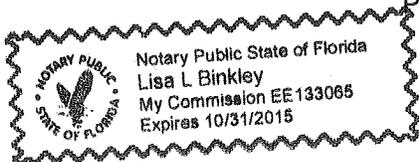
Greg Lica being first duly sworn deposes and says that:

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

By: [Signature]  
Greg Lica  
(Printed Name)  
Pres  
(Title)

Sworn to and subscribed before me this 19 day of November, 2014  
Personally known   
Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Lisa Binkley  
Notary Public - State of  
My Commission Expires 10/31/2015  
(Printed, typed, or stamped commissioned name of notary public)



PROPOSER'S SIGNATURE: [Signature]

COMPANY NAME: Prestige Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

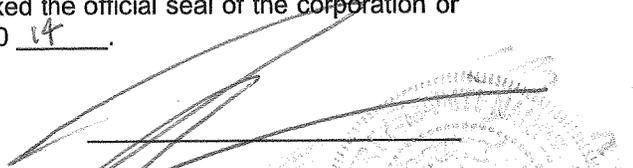
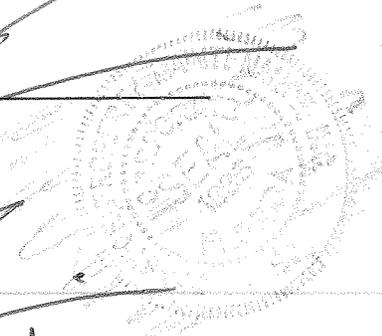
**CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)**

State of FL )  
County of BROWARD ) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of FLORIDA, held on 11/18, 20 14, the following resolution was duly passed and adopted:  
"RESOLVED, that Cosmo Lina, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, 20\_\_\_\_, to the Town of Southwest Ranches and this corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation or Limited Liability Company this 18<sup>th</sup> day of November, 20 14.

  
Secretary:  
(SEAL)  


PROPOSER'S SIGNATURE:

  
COMPANY NAME: Prestige Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

---

**PROPOSER QUALIFICATION**

List Number of Irrigation Maintenance Contracts in excess of Fifty Thousand Dollars (\$50,000) per year in the past five (5) years.

Project Name: City of Coral Springs  
Client Name: \_\_\_\_\_  
Address: 9551 W Sample Rd, Coral Springs, FL  
Contact Person: Louis Goldstein  
Contact Person Tel. No.: 954/345-2112

Project Name: City of Tamarac  
Client Name: \_\_\_\_\_  
Address: 36011 Nob Hill Road, Tamarac, FL  
Contact Person: John Engwiller  
Contact Person Tel. No.: 954/597-3727

Project Name: US 1 / Fort Lauderdale - Hollywood Airport  
Client Name: Broward County Aviation  
Address: 1501 SW 43 St, Ft Lauderdale, FL  
Contact Person: Curtis Johnson  
Contact Person Tel. No.: 954/359-1250

Project Name: City of Miramar  
Client Name: \_\_\_\_\_  
Address: 2300 Civic Center Place, Miramar, FL  
Contact Person: Fawazz Massoom  
Contact Person Tel. No.: 954/883-5126

Project Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

PROPOSER'S SIGNATURE:

COMPANY NAME:

  
Reserve Irrigation Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

**GOVERNMENTAL CONTACT INFORMATION**

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

Name of Agency: SEE ATTACHED

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Private Property Maintenance Inc.

**REFERENCES & CONTRACT EXPERIENCE**

**CITY OF CORAL SPRINGS**

9551 West Sample Road  
Coral Springs, Florida 33075-4501

Contact: Louis Goldstein  
Parks Superintendent  
(954) 345-2112 Fax (954) 345-2111  
Email: lg@coralsprings.org

Scope: City wide maintenance of right of ways, lift stations, canal headers, cul-de-sacs, right of ways, neighborhood parks, and linear parks including: lawn mowing, hedge & shrub trimming, chemical control, and fertilization.

(Primary contractor - \$516,000 annually)

Date of Contract: October 1993 - present

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**BROWARD COUNTY**  
**AVIATION DEPARTMENT**

1501 Southwest 43<sup>rd</sup> Street  
Fort Lauderdale, Florida 33315

Contact: Curtis Johnson  
Contract Supervisor  
(954) 359-1250 Fax (954) 252-2297  
Email: curjohnson@broward.org

**US 1 Corridor**

Scope: US 1 at Fort Lauderdale / Hollywood International Airport grounds maintenance including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, tree trimming, fertilization, sod and mulch installation, landscaping, and tree trimming.

(Primary contractor - \$323,000 annually)

Date of Contract: November 2000 - May 2006  
January 2011 - present

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**Fort Lauderdale / Hollywood Int'l Airport**

Scope: Fort Lauderdale / Hollywood International Airport grounds maintenance including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, tree trimming, fertilization, sod and mulch installation, landscaping, tree trimming and hurricane clean up and remediation.

(Primary contractor - \$324,000 annually)

Date of Contract: May 2004 - September 2009  
February 2012 - present

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**CITY OF TAMARAC**

Public Works  
6011 Nob Hill Road  
Tamarac, Florida 33321-2401

Contact: John Engwiller  
Operations Manager - Public Works  
(954) 597-3727 Fax (954) 597-3720  
Email: John.Engwiller@tamarac.org

Scope: City wide maintenance of right of ways, medians, roadways and select facilities including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, tree trimming and fertilization.

(Primary contractor - \$949,000 annually)

Date of Contract: January 2000 - present

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**BOCA WEST - VILLAGE OF  
BRIDGEWOOD MASTER ASSOCIATION**

2400 Bridgewood Drive  
Boca Raton, Florida 33434

Contact: Carol Meyer  
Property Manager  
(561) 483-7133 Fax (561) 483-7134  
Email: [office@villageofbridgewood.com](mailto:office@villageofbridgewood.com)

Scope: Grounds maintenance of Master Association and six Associations including: lawn mowing, hedge & shrub trimming, chemical control, irrigation maintenance, mulch installation, landscape installations and fertilization. (Primary contractor - )

Date of Contract: February 2002 - present

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**BROWARD COUNTY  
WATER & WASTEWATER SERVICES**

2555 West Copans Road  
Pompano Beach, Florida 33069

Contact: Glen Spencer  
Water Management Division  
(954) 831-0753 Fax (954) 831-3285  
E-mail: [gspencer@broward.org](mailto:gspencer@broward.org)

Scope: General maintenance and mowing of countywide canal right of way easements including: trash removal, removal of debris, trees, aquatic and exotic vegetation. (Primary contractor)

Date of Contract: August 2011 - present

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**CITY OF MIRAMAR**

2300 Civic Center Place  
Miramar, Florida 33025

Contact : Fawwaz Massoom  
Landscape Inspector  
(954) 883-5126  
E-mail: [ffmassoom@cimiramar.fl.us](mailto:ffmassoom@cimiramar.fl.us)

Scope: General maintenance and mowing of citywide right of way easements, medians, water treatment facilities including lawn mowing, hedge & shrub trimming, chemical control, fertilization, irrigation maintenance, mulch installation, and landscape installation. (Primary contractor)

Date of Contract: December 2011 - present

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**CITY OF SUNRISE**

6466 Northwest 20<sup>th</sup> Street  
Sunrise, Florida 33313

Contact: Bill Ginter  
Division Director of Grounds Maintenance  
(954) 572-2385 Fax (954) 572-2409  
Email: [WGinter@cityofsunrise.org](mailto:WGinter@cityofsunrise.org)

Scope: City wide grounds maintenance of medians, swales, and intersections including: lawn mowing, chemical control, mulch installation, and fertilization. (Primary contractor)

Date of Contract: October 2008 - September 2012

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

**PROPOSED MANAGEMENT PLAN**

Provide a written description of proposed plan to accomplish work, including structure of provider, organizational chart and auxiliary services offered, crews, personnel and equipment to be dedicated to this project, if the Proposer is awarded a Contract. (Use additional sheets if necessary.)

see attached

PROPOSER'S SIGNATURE:

COMPANY NAME:

  
*Proser Property Maintenance Inc.*

## Management

For services provided for the Town of Southwest Ranches – IRRIGATION MAINTENANCE, our team of professionals will be involved in all aspects of the project. Fred Lica will be the assigned Project Manager. Mr. Lica has held a Broward County Spec Plumber – Lawn Sprinkler Certificate of Competency since 1994 and is the company qualifying agent. Mr. Lica has 30 years of irrigation experience and currently holds certification for “Know the Flow”, Florida Best Management Practices, Rainbird Maxicon Level 1 Software and Hardware and Basic Tree Pruning. Our project team consists of Mike Digirolamo, irrigation manager, who has 22 years of experience in the irrigation industry and is qualified to install and design irrigation systems and pump stations; Darryl Marshall, chief technician, who has 19 years of experience in the irrigation industry and is an expert in troubleshooting, solving pump problems, wiring and electrical and holds several certificates of completion from the Rainbird Academy.

## Dedicated Personnel and Equipment

Prestige Property Maintenance proposes the following equipment and personnel structure for the Town of Southwest Ranches for listed locations:

- (A) 1 (two man) irrigation crew to fully operate all irrigation zones; replace, repair or clean all heads, lines, valves, valve boxes and controllers, as needed during the monthly inspections. They will report to the Town Designee any sprinkler system malfunctions or damage immediately by phone. A formal written report will be sent within 24 hours.
- (B) 1 (one man) crew will visit sites once a week, or as may otherwise be required to check for correct time clock operation.
- (C) All irrigation crews will have an irrigation truck stocked with parts and tools to complete the task at hand.
- (D) Walk behind Ditch Witch trencher and skid loader equipment are available for installations and repairs.

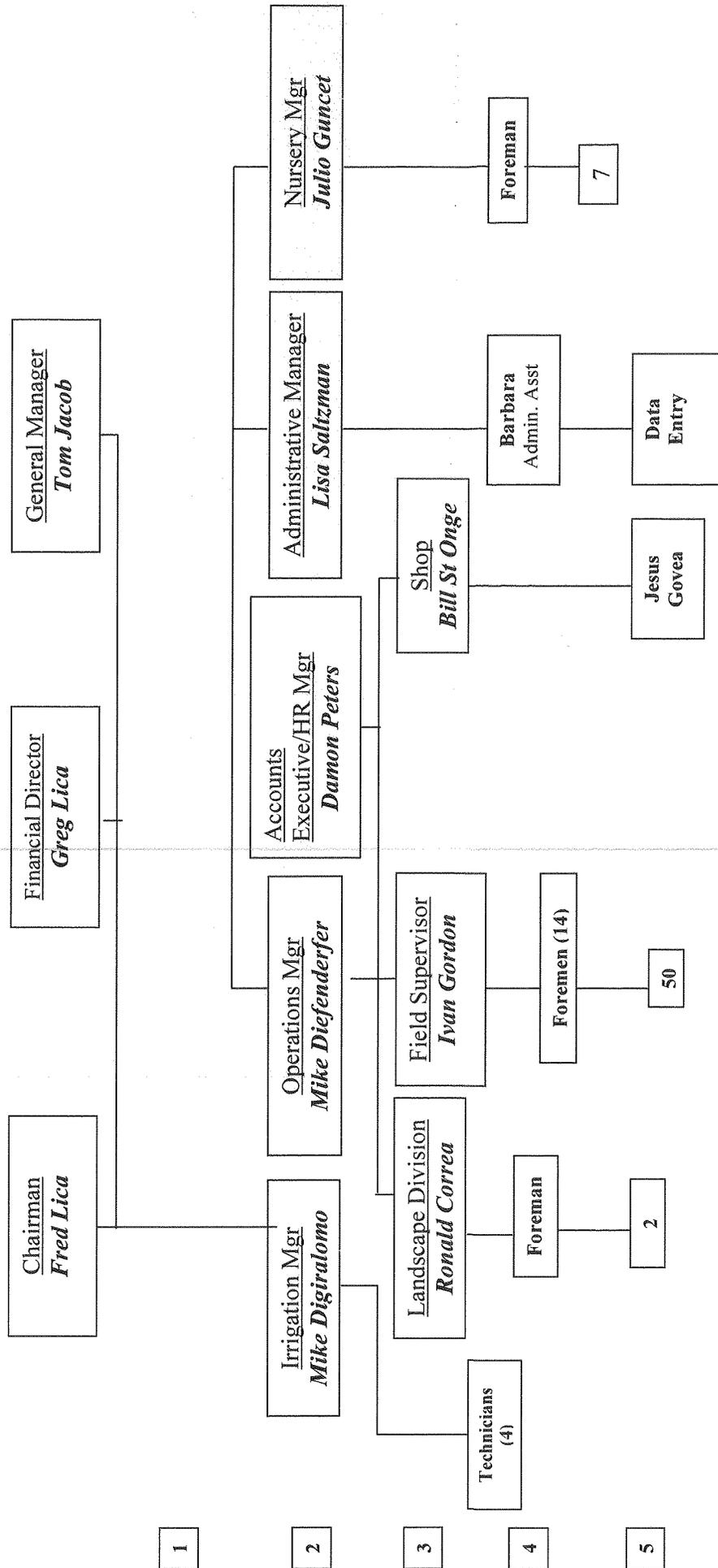
## Auxiliary Services Offered

The following are the auxiliary services provided by Prestige Property Maintenance:

- Commercial and Multi Family Lawn Maintenance
- Landscaping- Installation, Design, and Maintenance
- Tree Trimming and Removal
- Pest Control (Turf and Plant)
- Wholesale Plant and Tree Nursery
- Backhoe, Skid Loader, and Heavy Equipment Rentals
- Irrigation Repair and Installation
- Fertilization
- Mulch Installation
- Tractor Mowing

# Prestige Property Management and Maintenance, Inc.

## Organizational Chart



## COMPANY PROFILE

PRESTIGE PROPERTY MAINTENANCE is a full service commercial grounds maintenance company which has served South Florida since 1986. PRESTIGE can handle all of your grounds maintenance needs; including lawn maintenance, irrigation installation, maintenance & repairs, tree trimming & removal, fertilization, weed & pest control, mulch blowing services and landscape design & installation services, including seasonal color, all with plants from our own 25 acre plant & tree farm.

As a mid-sized, family owned and operated company, PRESTIGE, over its twenty five plus years in the grounds maintenance industry, has earned itself a reputation of being able to provide both personalized and professional quality service to its customers. As evidenced by its' broad customer base from condos & homeowners' associations, apartment, office, & industrial complexes, office buildings & shopping centers and municipalities to high profile jobs like the Ft Lauderdale/Hollywood International Airport and secure facilities like the Florida Power & Light's Port Everglades plant and sub - stations, PRESTIGE gets the results you're looking for. PRESTIGE has been able to maintain and increase its revenues over the years by providing quality service that, in turn, promotes customer loyalty and retention, renewed service contracts and referrals. PRESTIGE's focus on customer satisfaction is the primary component of its long term success in an industry that is often plagued with fly-by-night companies.

Key personnel at PRESTIGE include GREG LICA, Controller; FRED LICA, General Manager; TOM JACOB, Accounts Manager; and MIKE DIEFENDERFER, Operations Manager. All of these individuals have been with PRESTIGE since its inception. A brief description of the key personnel's background and experience is set forth below.

GREG LICA holds a bachelor's degree in Accounting and brings to PRESTIGE more than twenty-five years in Accounting and Marketing, in addition to Small Business Management. Greg is also a State licensed Property Manager and Real Estate Broker, so he knows the importance of maintaining your property's curb appeal to maximize its value. At PRESTIGE, Greg's responsibilities include all accounting and marketing functions. His knowledge in the financial and insurance arena has allowed PRESTIGE to remain a viable business in times where other similar businesses have suffered or even failed.

FRED LICA holds a bachelor's degree in Small Business Management and is also a State licensed Irrigation Contractor. Fred is deemed an irrigation expert in South Florida and is known for his trouble shooting skills. Fred is also a certified member of the Florida Nurserymen and Growers Association. At PRESTIGE, Fred is an integral part of our estimating and inspection team, as well as overseeing the Irrigation and Landscaping Divisions.

TOM JACOB is recognized in South Florida as an expert in arboriculture and turf & ornamental pest control and offers customers his expertise in all aspects of the horticulture industry. He is an International Society of Arboriculture - Certified Arborist and licensed as a "Class A" tree trimmer, as well as a certified and licensed Pest Control Operator. At PRESTIGE, Tom is an integral part of our estimating and inspection team. In addition to being responsible for the Lawn Maintenance and Tree Divisions, Tom heads the Employee Job Safety Team. As Accounts Manager, Tom lends to PRESTIGE his ability to effectively and positively communicate with PRESTIGE's customers.

MIKE DIEFENDERFER is a certified member of the Landscape Managers Association. In addition, Mike studies at Broward Community College to enhance his horticultural knowledge and skills. As yet another integral part of our estimating and inspection team, Mike, as Operations Manager, is responsible for personnel scheduling and job supervision. Mike also has a passion for Landscaping, making him an important part of our landscaping design team and making him a valuable consultant to customers.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

**PROPOSER DISCLOSURE OF LITIGATION HISTORY**

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

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

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Plaintiff: \_\_\_\_\_

Defendant: \_\_\_\_\_

Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_

Brief description of nature of case: \_\_\_\_\_

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Plaintiff: \_\_\_\_\_

Defendant: \_\_\_\_\_

Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_

Brief description of nature of case: \_\_\_\_\_

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Plaintiff: \_\_\_\_\_

Defendant: \_\_\_\_\_

Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_

Brief description of nature of case: \_\_\_\_\_

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Reste Property Maintenance Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

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**STATEMENT OF NO RESPONSE**

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

Juanita Romance, Procurements and Special Projects  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330  
or  
Email: [jromance@southwestranches.org](mailto:jromance@southwestranches.org)

**REASONS**

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

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations?     Yes     No

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_                      DATE: \_\_\_\_\_

**ACKNOWLEDGEMENT of ADDENDA**

Proposer shall indicate receipt of addendum by initialing below for each addenda received.

Addenda No.1 FL

Addenda No.2 FL

Addenda No.3 FL

Addenda No.4 \_\_\_\_\_

**ADDENDUM #1**  
**Town-Wide Irrigation Maintenance Services**  
**RFP No. 14-012**

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This Addenda reflects changes to Town Zones. Attached are pages 15, 18 and 19 with the changes and should be replaced in your Proposal Document. All changes are highlighted for easy reference.

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**10/22/2014**

**ADDENDUM #2**  
**Town-Wide Irrigation Maintenance Services**  
**RFP No. 14-012**

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**October 23, 2104 Mandatory Pre-Proposal Conference Questions and Answers.**

Note: The following questions were asked and answered during the mandatory pre-proposal conference. These notes are provided as a courtesy to potential proposers.

1. Q: How will proposal security be returned if the proposal is not awarded? How will proposal security be returned if a Contract is awarded?

**A: CLARIFICATION: Proposal security submitted will be held by the Town until the beginning of the Contract associated with this RFP. Subsequent to Contract Commencement, it shall be the responsibility of each proposer to submit a written request for return of their proposal security from the office of the Town Procurement and Special Projects Coordinator, whose email address is: [jromance@southwestranches.org](mailto:jromance@southwestranches.org).**

2. Q: Do the prices submitted with the proposal apply to the initial 30-day inspection and report?

**A: CLARIFICATION: Yes. The Town will rely on the Contractor's submitted unit prices in the proposal for items discovered to require repair within the initial 30-day inspection and reporting period prior to the commencement of the contract.**

3. Q: Is the price for weekly checking of time clocks to be included in the proposal?

**A: CLARIFICATION: Yes, time clocks are to be checked for proper operation and adjustment once per week and this item shall be included within the Base Proposal.**

4. Q: Are there any other Associations for which membership may be evaluated for additional points?

**A: CLARIFICATION: The Selection Committee will evaluate the proposers' professional certifications and memberships as listed in table in section 10.3 of the RFP. Proposers should include with their proposals evidence of any certifications and/or memberships in professional associations that may assist the Selection Committee to evaluate the proposer's qualifications.**

5. Q: How many points are available for Professional Certifications and Memberships? Is the total available 5 points or 5 points per certification/association?

**A: CLARIFICATION: The total available evaluation points for Professional Certifications and Memberships is 5.**

6. Q: Regarding damage to irrigation systems. Is time included or billable?

**A: CLARIFICATION: In accordance with section P/3., the Contractor shall be responsible for the labor and supervision to make minor irrigation repairs to the risers, sprinkler heads and any lines up to and including two (2) inches in diameter as required to keep the systems operating. The time for this service is considered to be included in the base proposal.**

**ADDENDUM #2**  
**Town-Wide Irrigation Maintenance Services**  
**RFP No. 14-012**

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For reimbursable repair work including time and materials, (major repairs referenced in section P/3.), the contractor shall provide its proposal in accordance with unit prices submitted in the **MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)** and this work shall require authorization by the Town's Designee prior to commencement.

7. Q: Will there be any other company maintaining or are the unit prices requested in the event of breach?

A: **CLARIFICATION:** This procurement anticipates an award of Contract to a single proposer. The unit prices listed and requested within this RFP are as comprehensive a list as possible of what parts were originally installed and that currently are in use in the irrigation systems. The proposer should be prepared to provide unit prices for all replacement parts (or approved equal) and labor at the unit price rates submitted in his proposal for the duration of the contract.

**Juanita Romance**  
**Procurement and Special Projects Coordinator**  
**11/06/2014**

**ADDENDUM #3**  
**Town-Wide Irrigation Maintenance Services**  
**RFP No. 14-012**

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**Question:** What is the current monthly billing of your current vendor?

**Answer:** The current billing varies depending on season for the type of maintenance and service provided.

The Town currently does not have a facilities maintenance contract.

Irrigation is billed either monthly or quarterly, depending on location, and the current annual total base bid for all routine irrigation maintenance is \$9,760.

**Question:** Is the current scope of work the same as the new RFP?

**Answer:** *Please refer to the frequency schedule for each service category, maintenance zone/location.*

**Question:** Is the Town going to award all RFP's to 1 vendor or more?

**Answer:** *The Town intends to make an award to the responsive and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth in the RFP and the Town's Procurement Code. Each RFP will be treated as its own separate contract.*

**Question:** Does the contractor have to provide a full time onsite project manager for each contract?

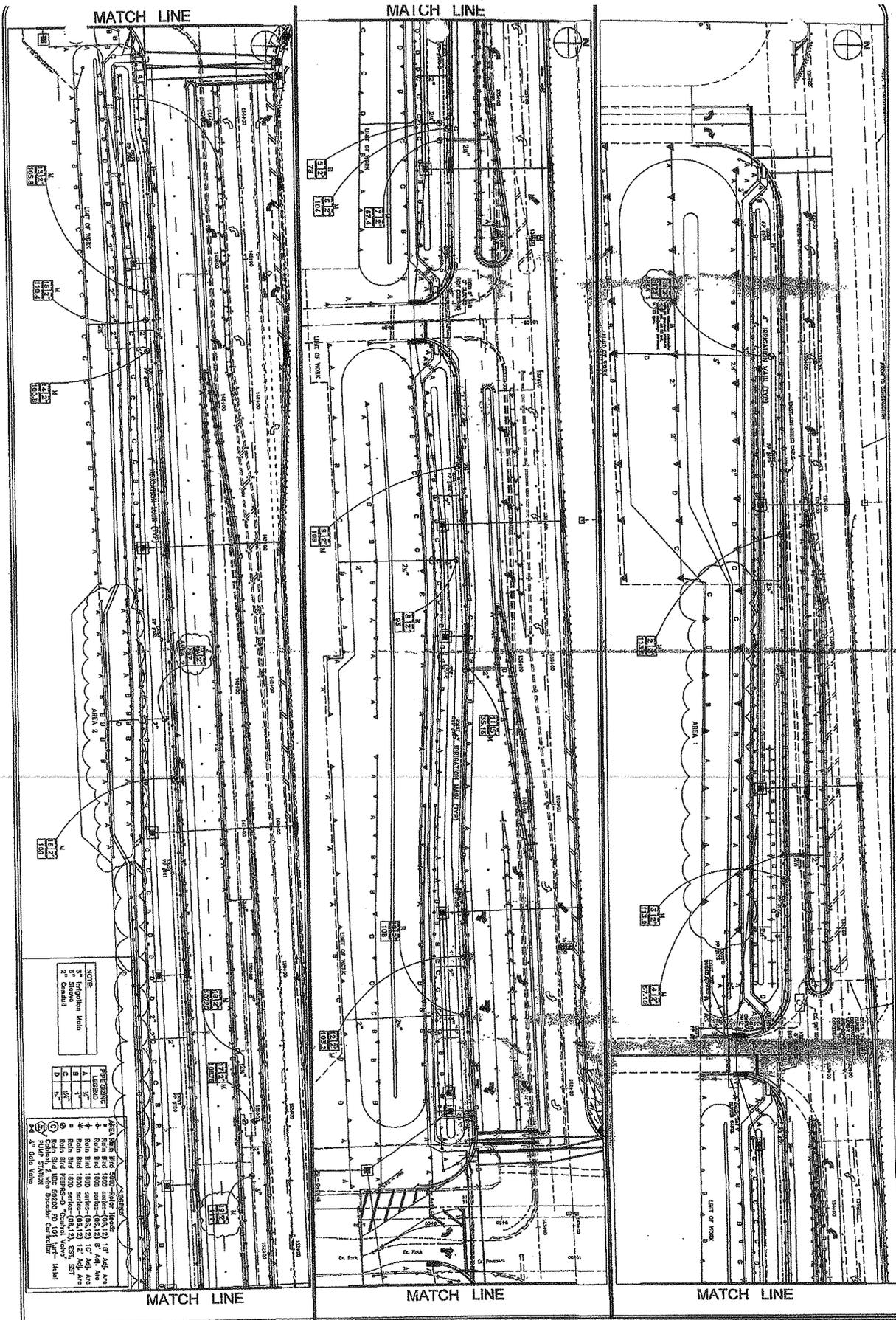
**Answer:** *Reference Sections D/ GENERAL REQUIREMENTS and E/SPECIAL REQUIREMENTS for applicable requirements for project manager or site supervisor. Each RFP stands on its own.*

**Question:** In reference to the price sheets, to avoid confusion, should the price sheet state the frequency of service next to the unit price?

**Answer:** *Please refer to the frequency schedule for each service category, maintenance zone/location.*

Juanita Romance  
Procurement and Special Projects Coordinator  
November 7, 2014

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NOTE:  
 \* Irrigation Main  
 X Structure  
 Z Control

PIPE SIZES	LEGEND
A 12"	12" PVC
B 8"	8" PVC
C 6"	6" PVC
D 4"	4" PVC

AREA 1  
 AREA 2

LINE OF WORK

E. Rock

G. Proposed

DATE 11/27/05

GRIFFIN ROAD  
 IRRIGATION PLAN

SCALE: 1"=50'

PROJECT NO: 2084-10

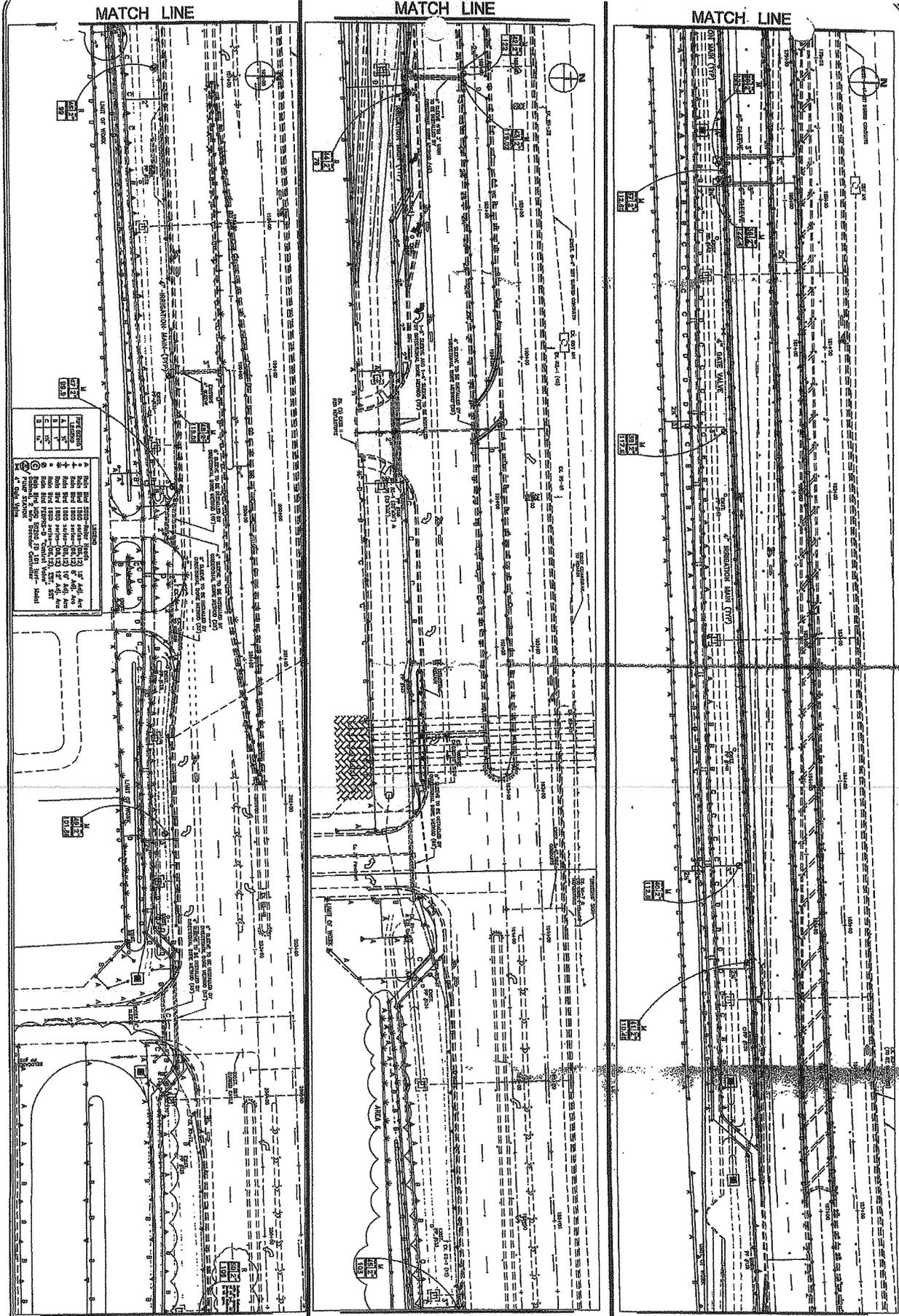
DATE 11/27/05

**C.C.L. CONSULTANTS, INC.**  
 ENGINEERS • SURVEYORS • PLANNERS  
 LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS

2300 PACE CENTRAL BLVD., W. • SUITE 100 • PALM BEACH, FL 33404 • (561) 674-2200  
 PALM BEACH • DELAWARE

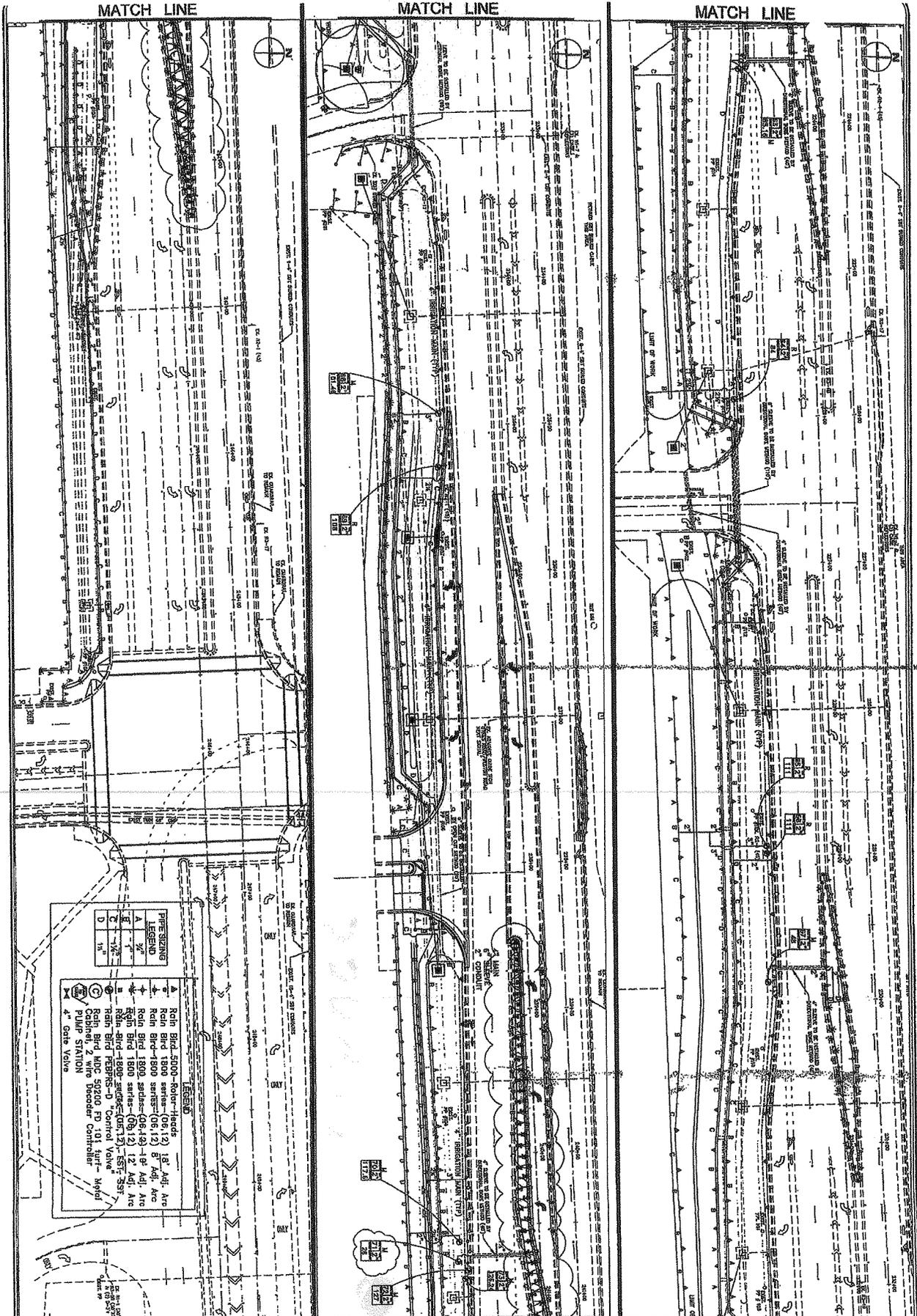
NO.	DATE	DESCRIPTION	BY





SCALE 1" = 30' SHEET NO. 2834-10 DATE 11/27/08	<b>GRIFFIN ROAD</b> <b>IRRIGATION PLAN</b>	DRAWN DESIGNED CHECKED DATE 11/27/08	<b>C C L CONSULTANTS, INC.</b> ENGINEERS • SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS 2330 PARK CENTRAL BLVD., FL. SUITE 100 • FORT LAUDERDALE, FL 33304 • (954) 972-2300 FORT LAUDERDALE • MIAMI • ORLANDO	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION						
NO.	DATE	DESCRIPTION											





GRIFIN ROAD  
IRRIGATION PLAN

SCALE: 1"=30'  
PROJECT NO.: 2584-10  
SHEET: 79 OF 81

DESIGNED	
CHECKED	
DATE	11/27/08

**C C I CONSULTANTS, INC.**  
ENGINEERS • SURVEYORS • PLANNERS  
LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS

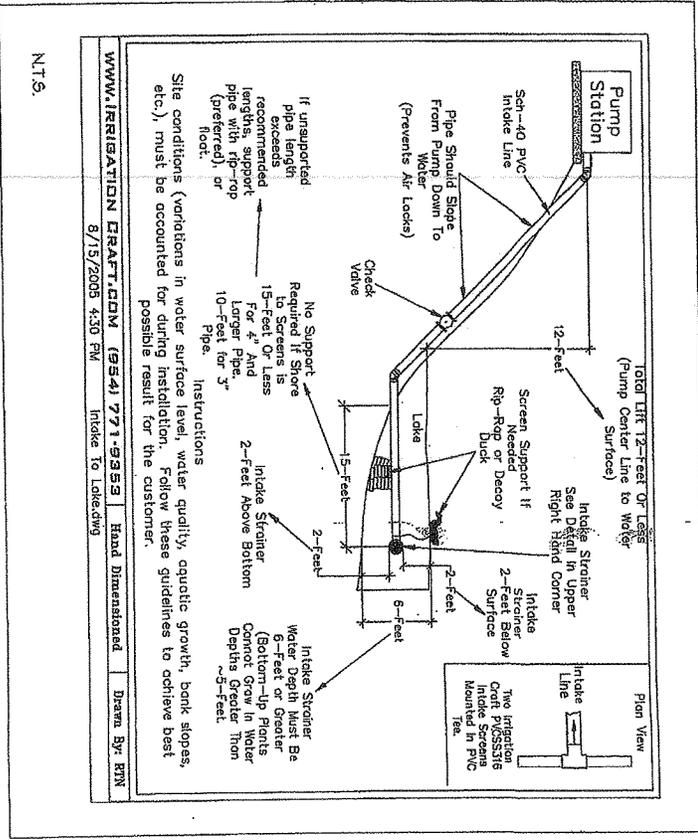
2210 FAIR COUNTR BLVD. E. SUITE 110 • PALM BEACH, FL 33404 • (561) 674-2292  
PALM BEACH • DELAND

NO.	DATE	DESCRIPTION



VALUE	ZONE #	ZONE	TOTAL	PROGRAM #	DAY	PROGRAM #	DAY
1000	1	100	100	100000	100	100000	100
1000	2	100	100	100000	100	100000	100
1000	3	100	100	100000	100	100000	100
1000	4	100	100	100000	100	100000	100
1000	5	100	100	100000	100	100000	100
1000	6	100	100	100000	100	100000	100
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1000	8	100	100	100000	100	100000	100
1000	9	100	100	100000	100	100000	100
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1000	18	100	100	100000	100	100000	100
1000	19	100	100	100000	100	100000	100
1000	20	100	100	100000	100	100000	100

VALUE	ZONE #	ZONE	TOTAL	PROGRAM #	DAY	PROGRAM #	DAY
1000	1	100	100	100000	100	100000	100
1000	2	100	100	100000	100	100000	100
1000	3	100	100	100000	100	100000	100
1000	4	100	100	100000	100	100000	100
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1000	18	100	100	100000	100	100000	100
1000	19	100	100	100000	100	100000	100
1000	20	100	100	100000	100	100000	100



GRIFFIN ROAD  
IRRIGATION PLAN  
NOTES AND DETAILS

SCALE: 1"=50'  
2984-10

DESIGNED: [ ]  
CHECKED: [ ]  
DATE: 11/27/08

C.C.I. CONSULTANTS, INC.  
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LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS  
2300 PARK CENTRAL BLVD., N. • SUITE 100 • FORTLAUDERDALE, FL 33404 • (954) 872-2222  
POPPARD BEACH • ORLANDO

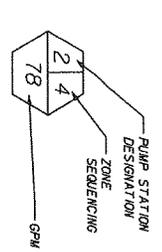
NO.	DATE	DESCRIPTION

IRRIGATION LEGEND AND TABULATION OF QUANTITIES

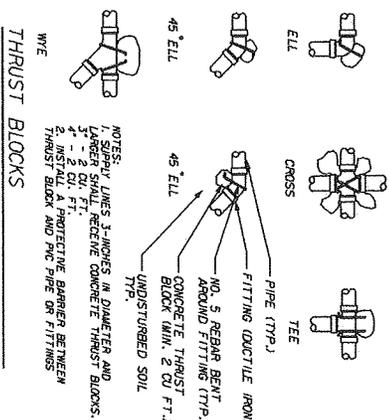
QUANTITY BY SHEET

SYM	DESCRIPTION	UNIT	LD-37	LD-38	LD-39	LD-40	LD-41	LD-42	LD-43	LD-44	LD-45	LD-46	LD-47	LD-48	LD-49	LD-50	LD-51	LD-52	LD-53	LD-54	LD-55	LD-56	LD-57	LD-58	TOTAL	
1	RAINBIRD 6" POP UP E.S. (EIND STRIP)	EA	1																						8	
2	RAINBIRD 6" POP UP S.S. (SIDE STRIP)	EA																								4
3	RAINBIRD 6" POP UP 10' QUARTER	EA	4																							6
4	RAINBIRD 6" POP UP 10' HALF	EA																								4
5	RAINBIRD 6" POP UP 15' HALF	EA																								6
6	RAINBIRD 6" POP UP 15' FULL	EA																								6
7	RAINBIRD 1/2" POP UP 15' HALF	EA																								9
8	RAINBIRD 1/2" POP UP 15' FULL	EA																								9
9	RAINBIRD 1/2" POP UP 15' QUARTER	EA																								2
10	RAINBIRD ROTOR QUARTER #5 NOZZLE	EA																								2
11	RAINBIRD ROTOR HALF #7 NOZZLE	EA																								2
12	RAINBIRD 200 SERIES ELECTRIC REMOTE CONTROL VALVE	EA																								2
13	PREFAB. CENTRIFUGAL PUMP STATION	EA																								2
14	PVC SCH. 40 LATERAL LINES	LF	35	1390	675	1054	109	675	1086	1029	831	994	880	1013	905	1041	994	901	1055	866	684					18572
15	PVC SCH. 40 MAIN LINE	LF	315	533	533	535	665	525	535	535	535	535	405	535	527	535	670	530	535	537	180					9772
16	SCH. 80 PVC SLEEVE (AS NOTED)	LF	95				145						40	85							105					895
17	SCH. 40 ELECTRIC CONDUIT (FOR FUTURE USE)	LF											33													546

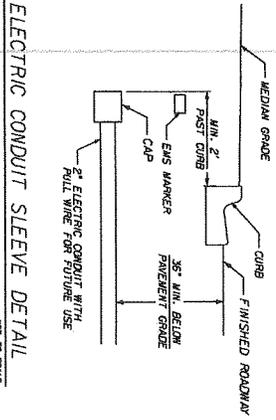
NOTES: REFER TO IRRIGATION LEGEND FOR PRODUCT DESCRIPTION AND MODEL NUMBERS.  
 \* PIPE LENGTHS BASED ON SCHEMATIC LAYOUT SHOWN IN THESE PLANS. ACTUAL QUANTITIES MAY VARY.



VALVE LABEL DESIGNATION  
NOT TO SCALE



THRUST BLOCKS  
NOT TO SCALE



ELECTRIC CONDUIT SLEEVE DETAIL  
NOT TO SCALE

**ELECTRICAL SERVICE LEGEND**

- ELECTRICAL PULL BOX FOR SPECIFICATIONS SEE SECTION 635 OF STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- POWER DISTRIBUTION POINT FOR REQUIREMENTS SEE INDEX NO. 17504 OF DESIGN STANDARDS AND SERVICE POINT DETAIL SHEET.
- 2" PVC SCH. 40 ELECTRICAL CONDUIT UNDERGROUND WITH RHW CROSS-POLYLINK CONDUCTORS INSIDE CONDUIT. CONDUIT SIZE AS SHOWN ON PLAN SHEETS. RUN ONE (1) COPPER BOND CONDUCTOR (RHW) INSIDE CONDUIT WITH OTHER CONDUCTORS.
- CONDUIT UNDER PAVEMENT WITH RHW CROSS-POLYLINK CONDUCTORS INSIDE CONDUIT. CONDUIT SIZE AS SHOWN ON PLAN SHEETS. EXTEND CONDUIT BEYOND EDGE OF PAVEMENT TO PULL BOXES. RUN ONE (1) COPPER BOND CONDUCTOR (RHW) CROSS-POLYLINK GREEN INSULATION INSIDE CONDUIT WITH OTHER CONDUCTORS.

DATE: 8-20-01	BY: [Signature]	DESCRIPTION: LANSING IRRIGATION REVISIONS REQUESTED BY CH1	DATE:	BY:	DESCRIPTION:
REVISIONS LANSING IRRIGATION REVISIONS REQUESTED BY CH1					
LANSING IRRIGATION REVISIONS REQUESTED BY CH1					
DEPARTMENT OF TRANSPORTATION COUNTY: BROWARD FINANCIAL PROJECT ID: 227708-1-52-01					
IRRIGATION LEGEND AND TABULATION OF QUANTITIES					
SHEET NO. LD-34					

**GENERAL NOTES:**

- A. EXTENT:**  
 IRRIGATION SYSTEM LIMITS GENERALLY INCLUDE THE LENGTH OF CR 818 (GRUFFIN ROAD) FROM VOLUNTEER ROAD (SW 148TH AVE) TO FLANNING ROAD (SW 124TH AVE). WORK INCLUDES FURNISHING ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE PROPER INSTALLATION OF THE IRRIGATION SYSTEM AND ALL COMPONENTS. THE WORK INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING: (1) TRENCHING AND BACKFILL; (2) INSTALLATION OF A FULLY AUTOMATED IRRIGATION SYSTEM; (3) WELL CONSTRUCTION AND DEVELOPMENT; (4) INSTALLATION AND ELECTRICAL CONNECTION OF PUMP STATIONS; (5) HYDROSTATIC AND OPERATIONAL TESTING OF ALL SYSTEMS; (6) PREPARATION OF AS-BUILT DRAWINGS.

**GENERAL NOTES:**

1. ALL RISERS SHALL BE PAINTED FLAT BLACK.
2. THE CONTRACTOR SHALL MAKE ADJUSTMENTS TO THE IRRIGATION SYSTEM TO INSURE 100% COVERAGE AND TO MINIMIZE OVERTSPRINK.
3. THE CONTRACTOR SHALL MAKE ADJUSTMENTS TO THE IRRIGATION SYSTEM TO INSURE 100% COVERAGE AND TO MINIMIZE OVERTSPRINK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HARD WIRING ALL ELECTRICAL SERVICE CONNECTIONS.
5. ALL IRRIGATION SLEEVES BELOW ROADWAY PAVEMENT SHALL BE SCH. 80. AND THE COST FOR THESE SLEEVES WILL BE INCLUDED IN THE LUMP SUM COST OF THE IRRIGATION SYSTEM. THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH THE ROADWAY CONTRACTOR TO INSURE THAT ALL SLEEVES ARE INSTALLED PRIOR TO CONSTRUCTION OF ROAD, CURBS AND SIDEWALKS.
6. ALL MAIN LINE SLEEVE LOCATIONS ARE ACCOMPANIED WITH A 2" SCH. 40 ELECTRICAL SLEEVE FOR THE CONTROL WIRING. (ALSO PROVIDED & INSTALLED BY THE CONTRACTOR).
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO CONTACT THE ENGINEER FOR HYDROSTATIC AND OPERATIONAL TESTING.
8. ALL MAIN LINE PIPES PLACED IN SLEEVES SHALL BE SCH. 40 SOLVENT WELD WITH ADEQUATE RESTRAINTS. THE SLEEVE SHALL BE A MINIMUM OF 12" LONGER THAN THE SLEEVE.
9. ALL COMPONENTS SHOWN OR DEPICTED ON THE PLAN SHEETS REPRESENT APPROXIMATE LOCATION ONLY, AND ARE FOR CLARIFICATION PURPOSES. THE FINAL LOCATION OF ALL COMPONENTS SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
10. CONTRACTOR SHALL PROVIDE POWER SUPPLY FOR IRRIGATION PUMPS IN ACCORDANCE WITH ALL NOTES AND DETAILS. COORDINATE WITH FPL PRIOR TO INSTALLATION. RICHARD BAWSEE: 954-482-6349.
11. DO NOT SCALE PLAN FOR EXACT HEAD LOCATION.
12. IRRIGATION COMPONENT TRADE NAMES ARE SPECIFIED DUE TO REQUEST BY MAINTAINING AUTHORITIES. (TOWN OF SOUTHWEST FLORIDA). TO INSURE COMPATIBILITY WITH OTHER TOWN SYSTEMS. ALL SUBSTITUTIONS TO MATERIALS SPECIFIED SHALL BE APPROVED BY THE ENGINEER AND THE MAINTAINING AUTHORITY.
13. NOTE: GENERAL LINE OF CONSTRUCTION IS NOT SHOWN ON THESE IRRIGATION PLANS FOR CLARITY.

UNIFORMED AS-BUILT PRIOR TO FINAL PAYMENT

A Minimum Remedy for Contractor

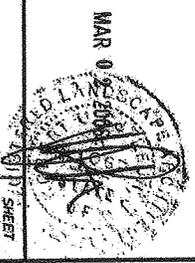
96 overlap

Inspection Schedules

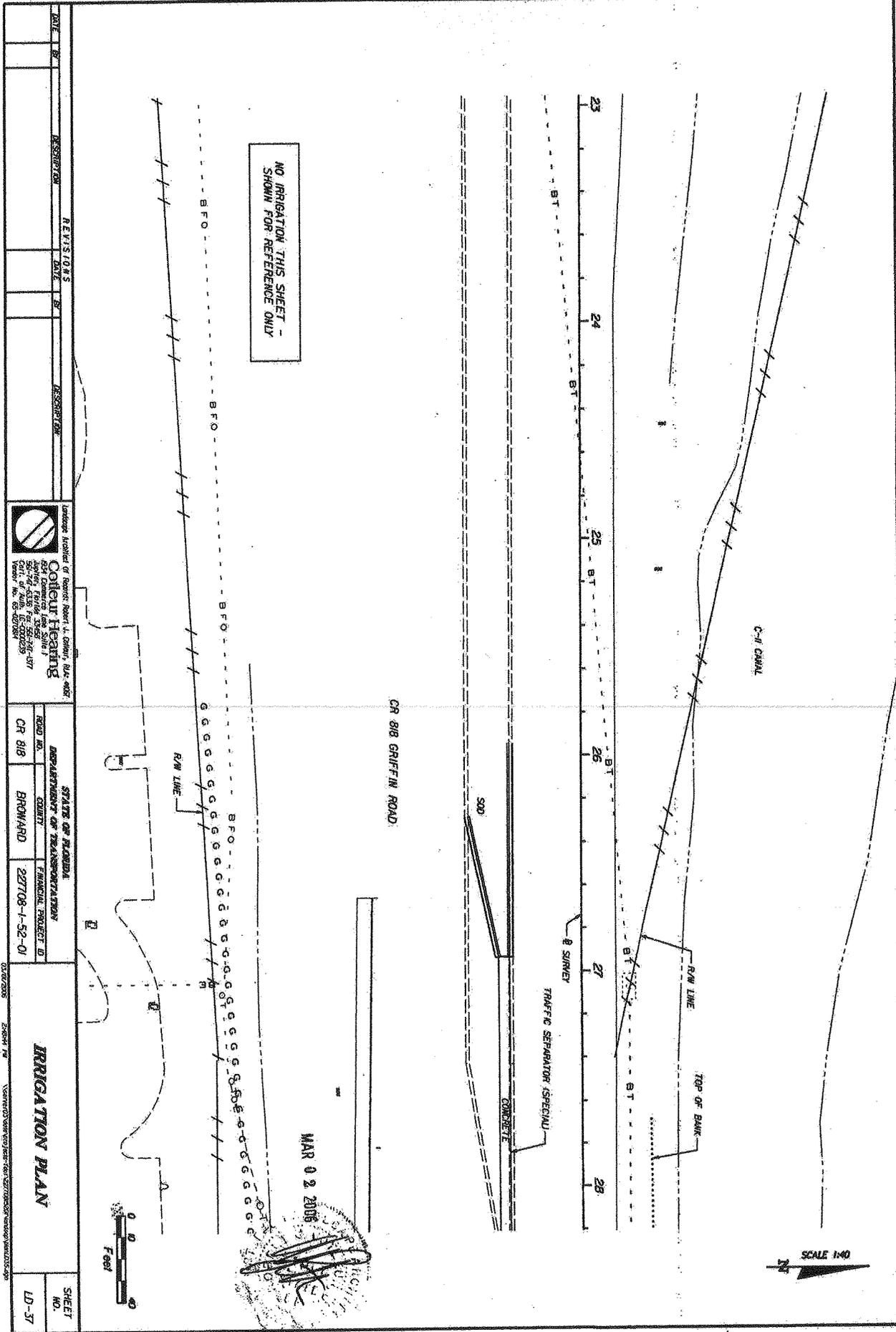
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	STATE PROJECT ID	CR 818
COUNTY	BROWARD	PROJECT NO.	22708-1-52-01
DATE OF ISSUE		02/02/2016	
SHEET NO.		LD-35	

IRRIGATION NOTES







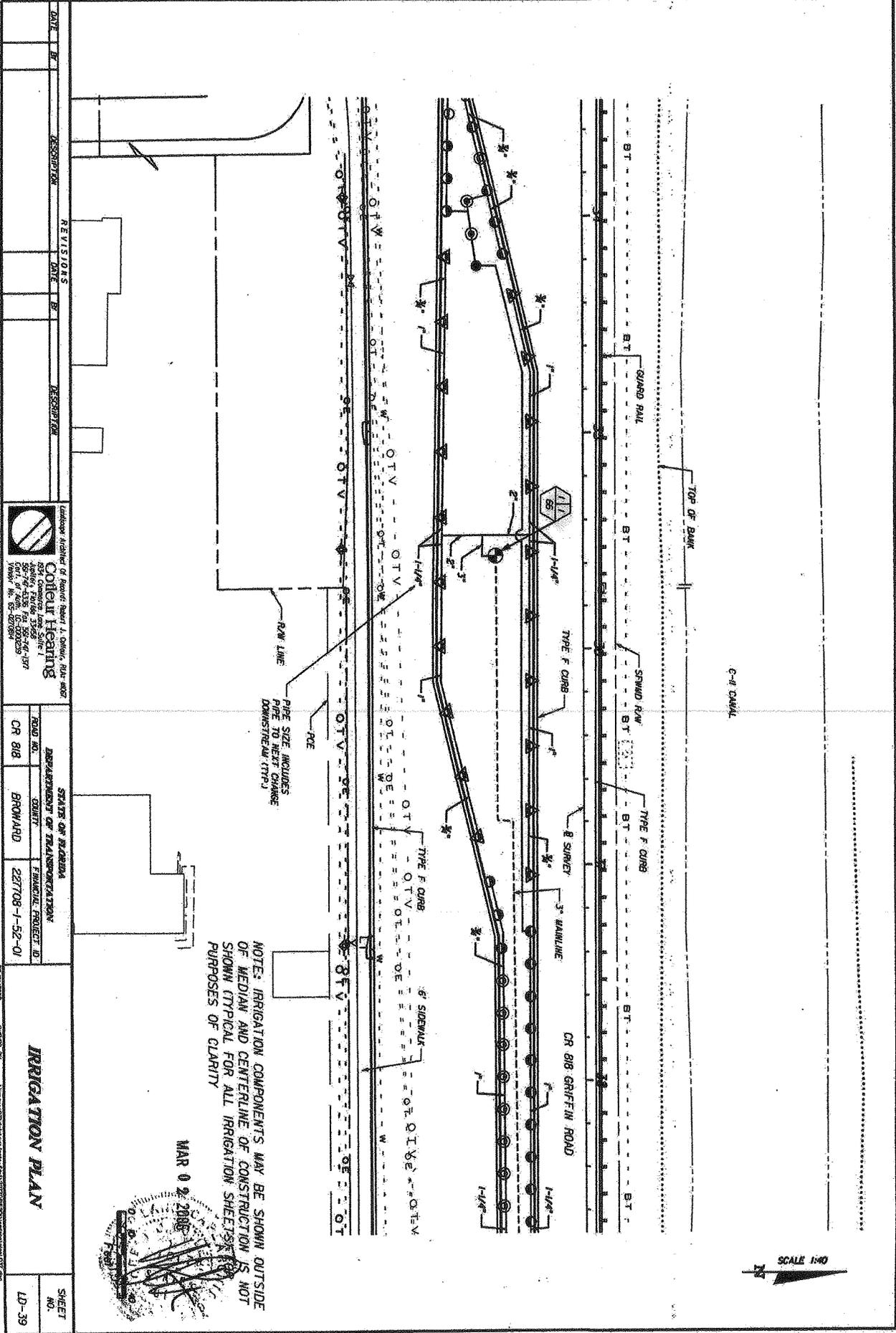
NO IRRIGATION THIS SHEET -  
SHOWN FOR REFERENCE ONLY

REVISIONS		DATE	BY	DESCRIPTION

Landmark Architect of Record Robert L. Griffin, Inc. 4027 <b>Colour Hearing</b> 624 Dominion Lane, Suite 1 Norfolk, VA 23502-2719 Tel: 757-637-2229 Fax: 757-637-2229 License No. 05-000084	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY: BROWARD FINANCIAL PROJECT ID: 227708-1-52-01	ROAD NO.: CR 818 SHEET NO.: LD-37
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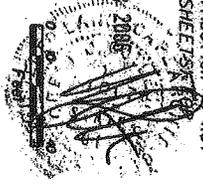


C-M CANAL

SCALE 1/40

NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) PURPOSES OF CLARITY

MAR 02 2006



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

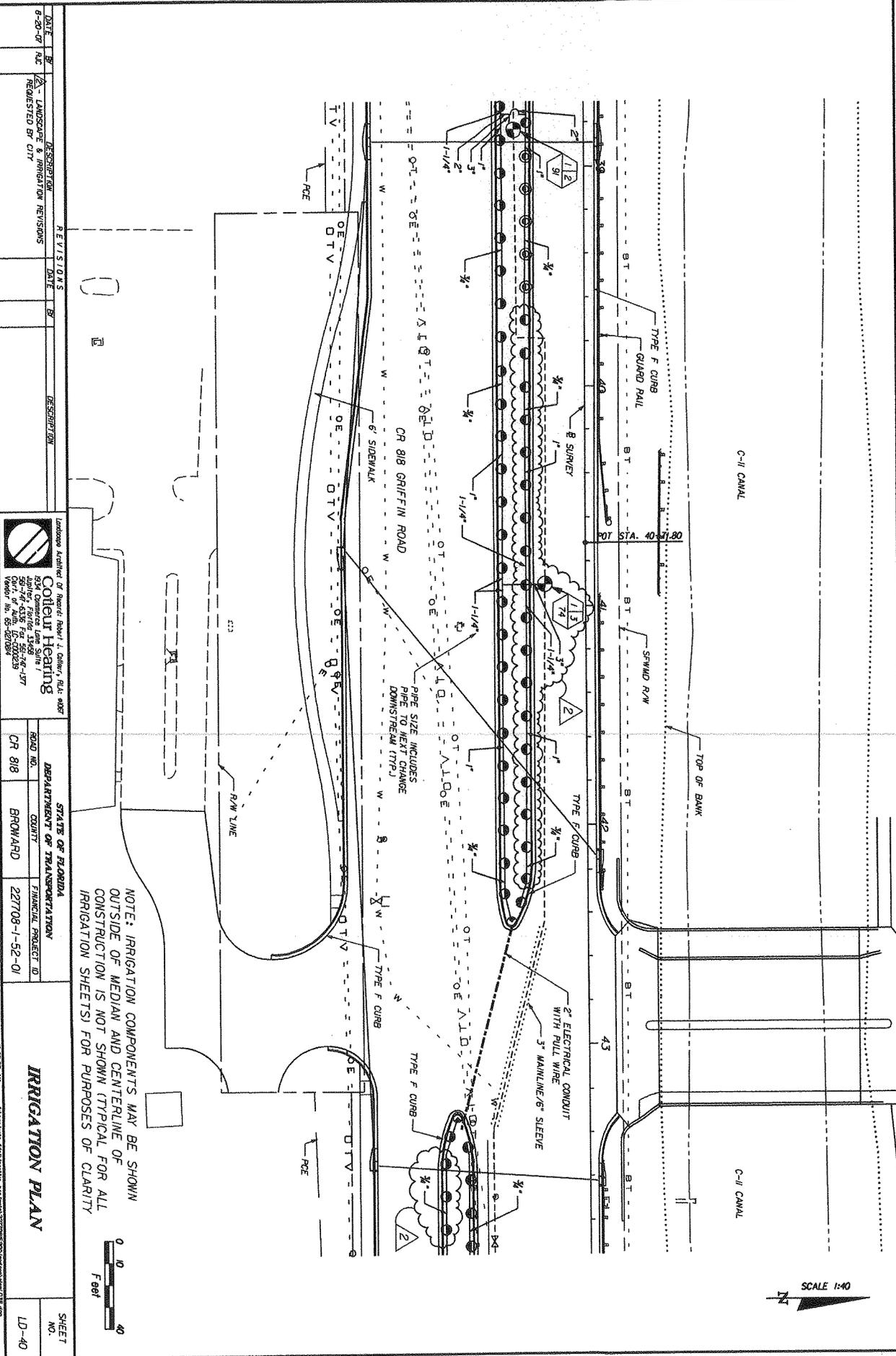
Landscape Architect of Record: Robert J. O'Neil, RLA No. 687 <b>Concise Heating</b> 2215 Commercial Lane, Suite 101 4601 W. 13th St., Suite 101 Ft. Lauderdale, FL 33309 Tel: 954-561-1277 Fax: 954-561-1277 Email: rjoneil@conciseheating.com License No. 00000229		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY: BROWARD FINANCIAL PROJECT ID: 221703-1-52-01 CR 818
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SHEET NO.	LD-39
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IRRIGATION PLAN

DATE: 02/07/2006 2:58:07 PM



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
8-20-07	RLC	LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY			

DATE	BY	DESCRIPTION

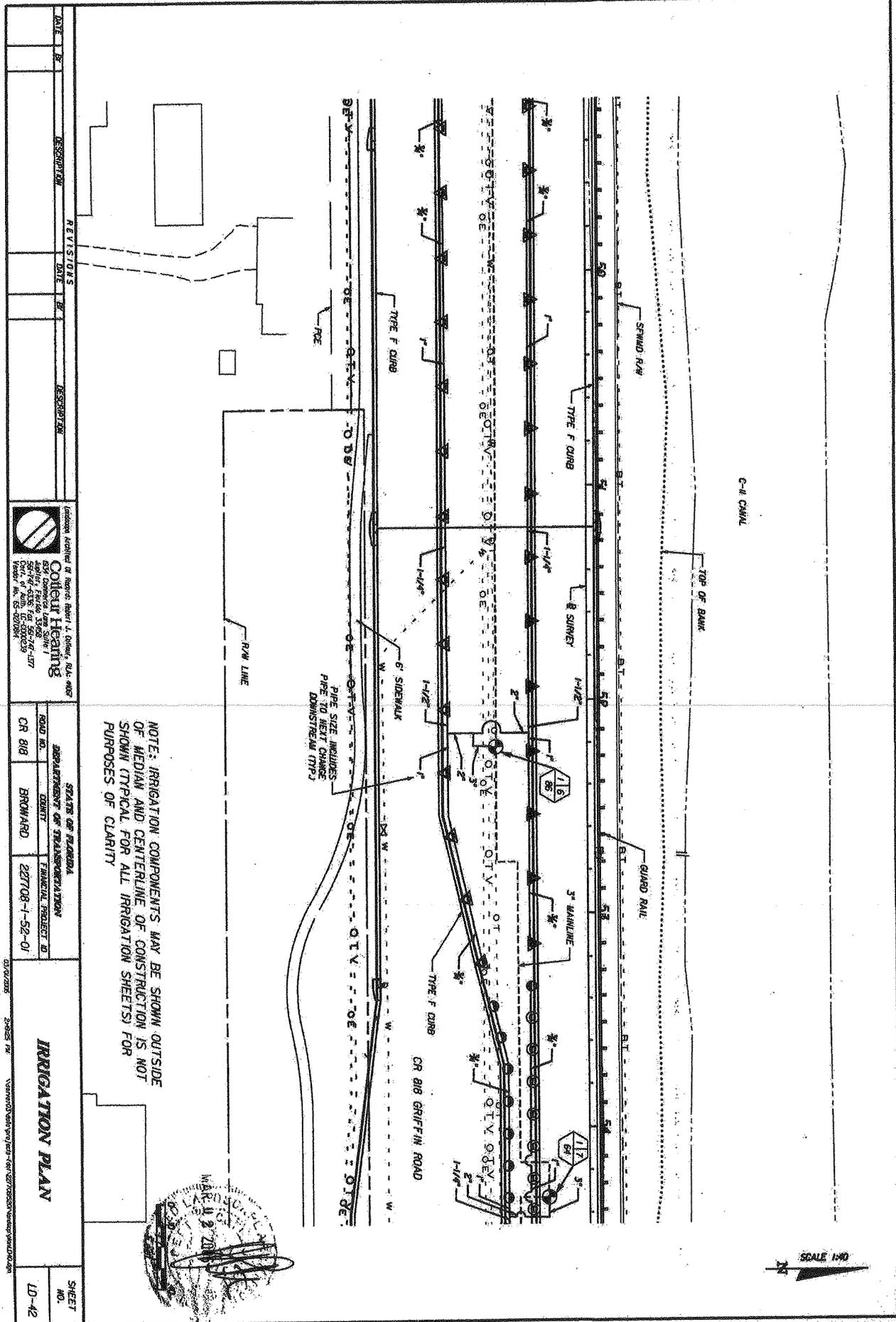
  

Landscape Architect of Record: Robert L. Collier, FLS 4087 <b>Cottler Hearing</b> 9234 Commerce Lane, Suite 1 Jupiter, Florida 33458-7617 P.O. Box 100023 Vendor No. 85-07084	STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY: BROWARD FINANCIAL PROJECT ID: 227708-1-52-01 ROAD NO.: CR 818
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SHEET NO. LD-40 IRRIGATION PLAN 08/27/2007 035558 74 T:\proj\05-7407\051710\147\147\22770850\147\051710\051710.dwg
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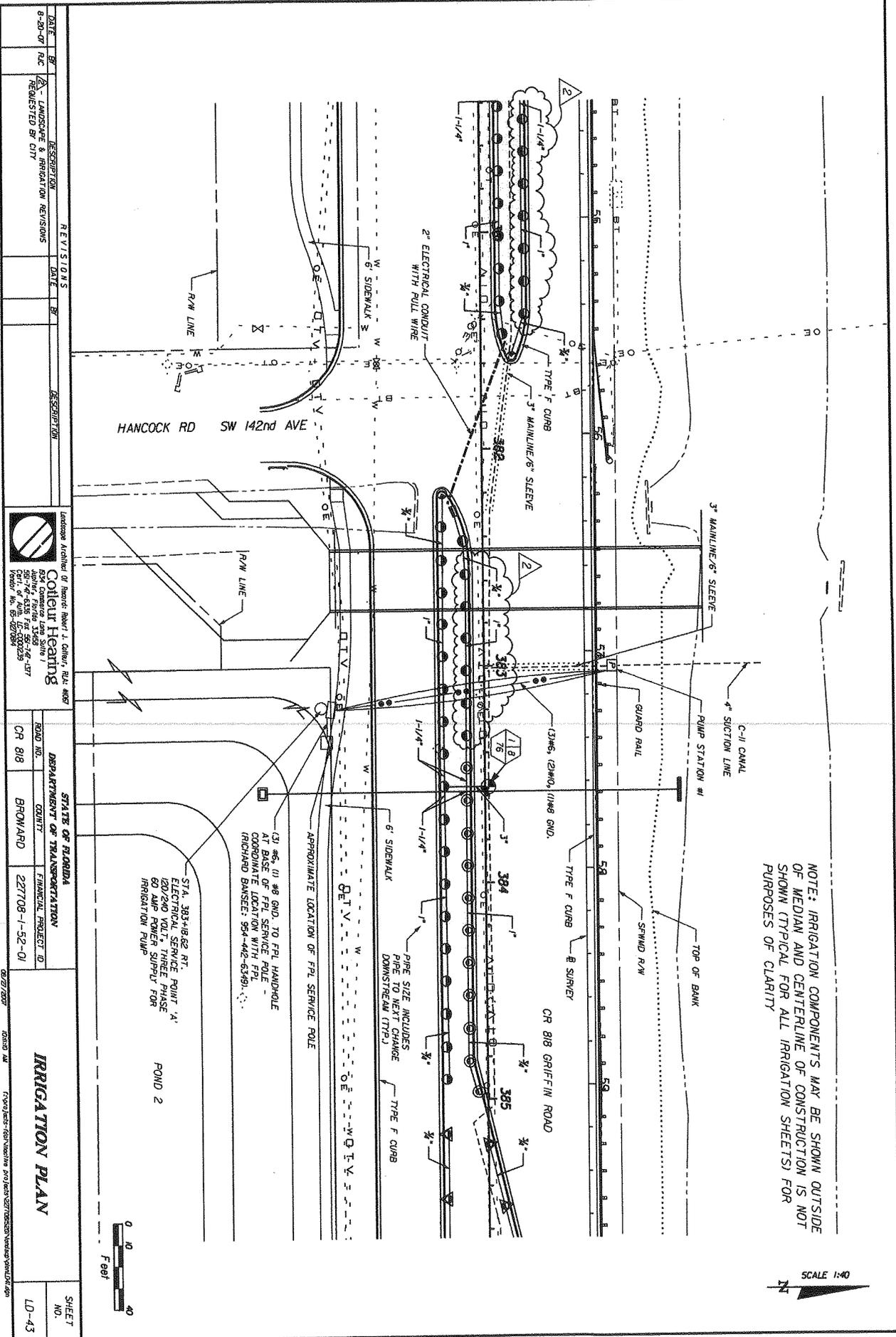
NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIUM AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR PURPOSES OF CLARITY

DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

	SEALS OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY BROWARD PROJECT NO. 227708-1-52-01	<b>IRRIGATION PLAN</b>	SHEET NO. 1D-42
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SCALE 1"=40'



NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR PURPOSES OF CLARITY



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
8-20-07	MAC	LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY			

DATE	BY	DESCRIPTION

<p>Landscape Architect of Hancock Road, L. Coleen, RUC #4887          501 N. W. 14th St., Suite 100          Ft. Lauderdale, FL 33309          Tel: 754-463-3333 Fax: 754-463-1317          License No. 05-120892</p>	<p>STATE OF FLORIDA          DEPARTMENT OF TRANSPORTATION          COUNTY: BROWARD          FINANCIAL PROJECT ID: 227708-1-52-01</p>
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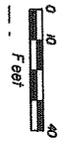
ROAD NO. CR 818	PROJECT NO. BROWARD 227708-1-52-01
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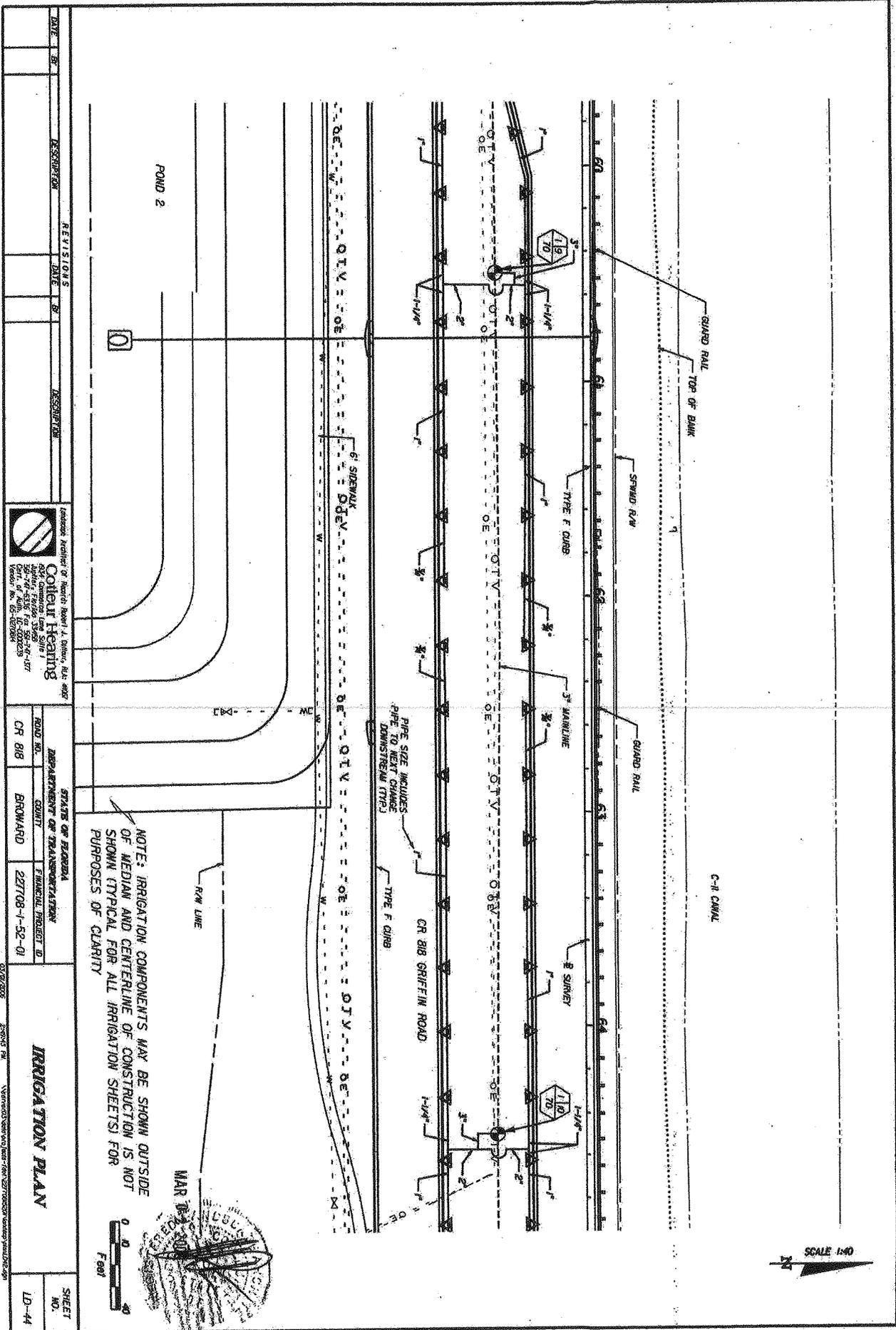
  

IRRIGATION PLAN

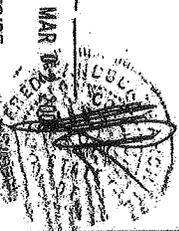
  

SHEET NO. LD-43
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NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR PURPOSES OF CLARITY



DATE	BY	REVISION	DATE	BY	REVISION

 Colleen Hegging P.E. License No. 35838 State of Florida Exp. 08/31/2025	ADDRESS: ARCHITECT OF RECORD: ROBERT J. DUNN, P.E., 400 S. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304 PHONE: 954-561-1177 FAX: 954-561-1177 WWW: www.colleenhegging.com
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STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION
COUNTY	FINANCIAL DISTRICT
CR 818	BROWARD
22708-1-52-01	

IRRIGATION PLAN	SHEET NO. LD-44
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DATE	BY	DESCRIPTION

Professional Seal of Robert L. Griffin, P.E., State of Florida  
**Colbert Heating & Air Conditioning**  
 507 Commerce Lane, Suite 1  
 Jupiter, Florida 33458  
 Tel. 561.746.1377  
 Fax 561.746.5002  
 P.E. No. 12-50023  
 Exp. No. 05-07-09

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO. CR 818
QUANTITY BROWARD
FINANCIAL PROJECT ID. 227708-1-52-01

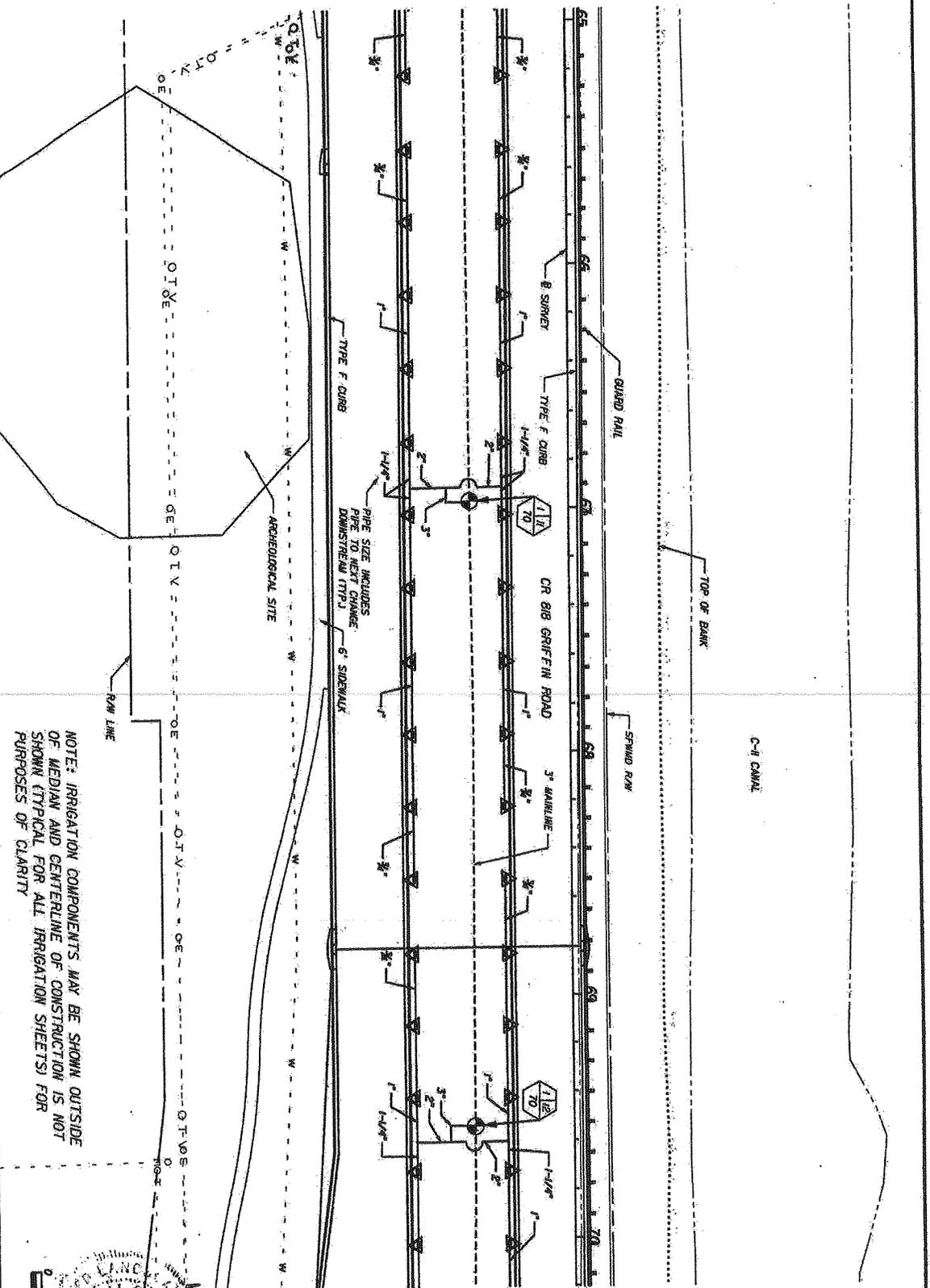
DATE: 01/07/2006  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO.: 227708-1-52-01

**IRRIGATION PLAN**

SHEET NO. LD-45

NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR PURPOSES OF CLARITY

MAR 09 2006  
 [Professional Seal of Robert L. Griffin, P.E.]  
 SCALE 1"=60'  
 0' 10' 20' 30' 40' Feet



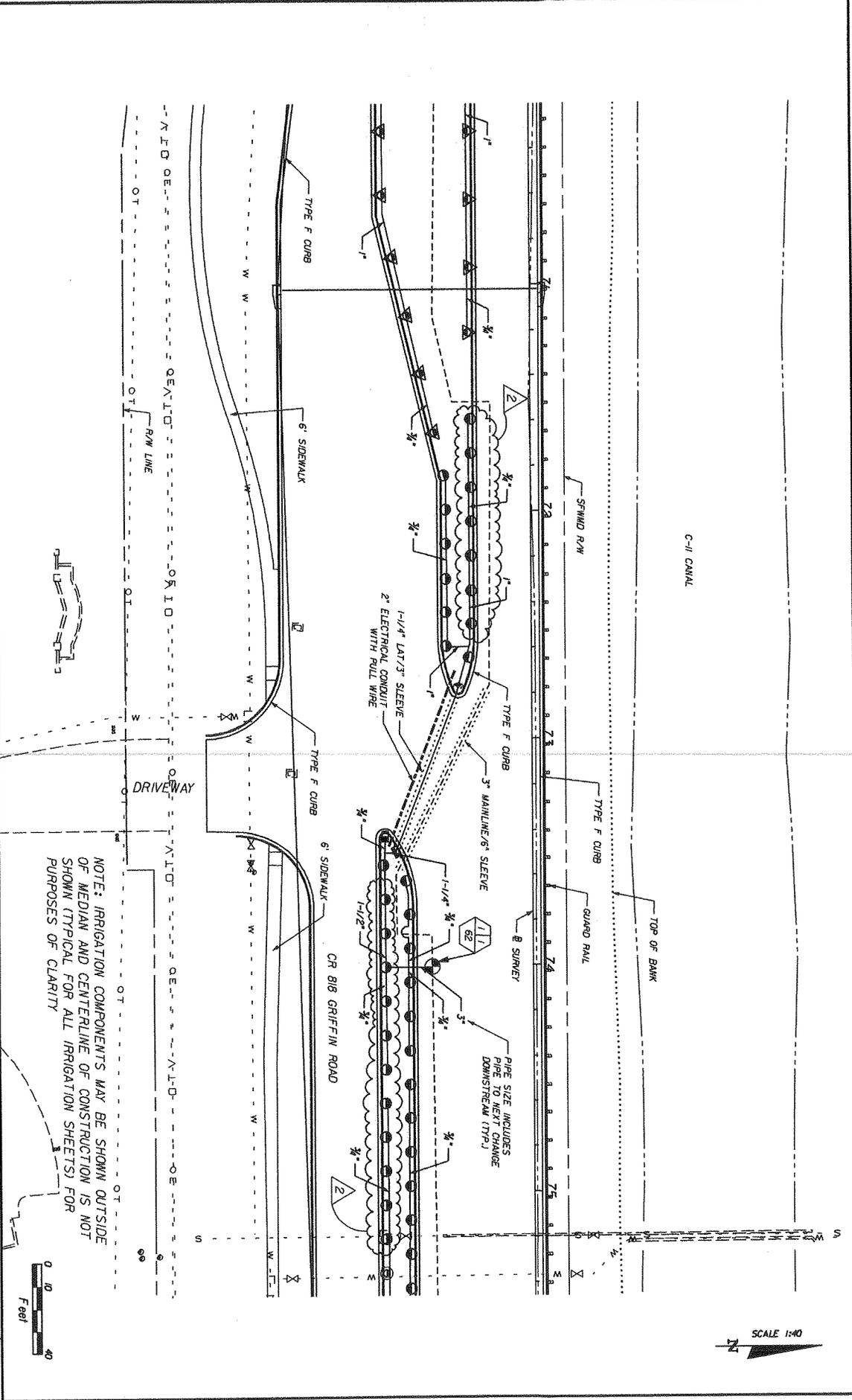
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
8-20-07	AC	LANDSCAPE & IRRIGATION REVISIONS			
	AC	REQUESTED BY CITY			

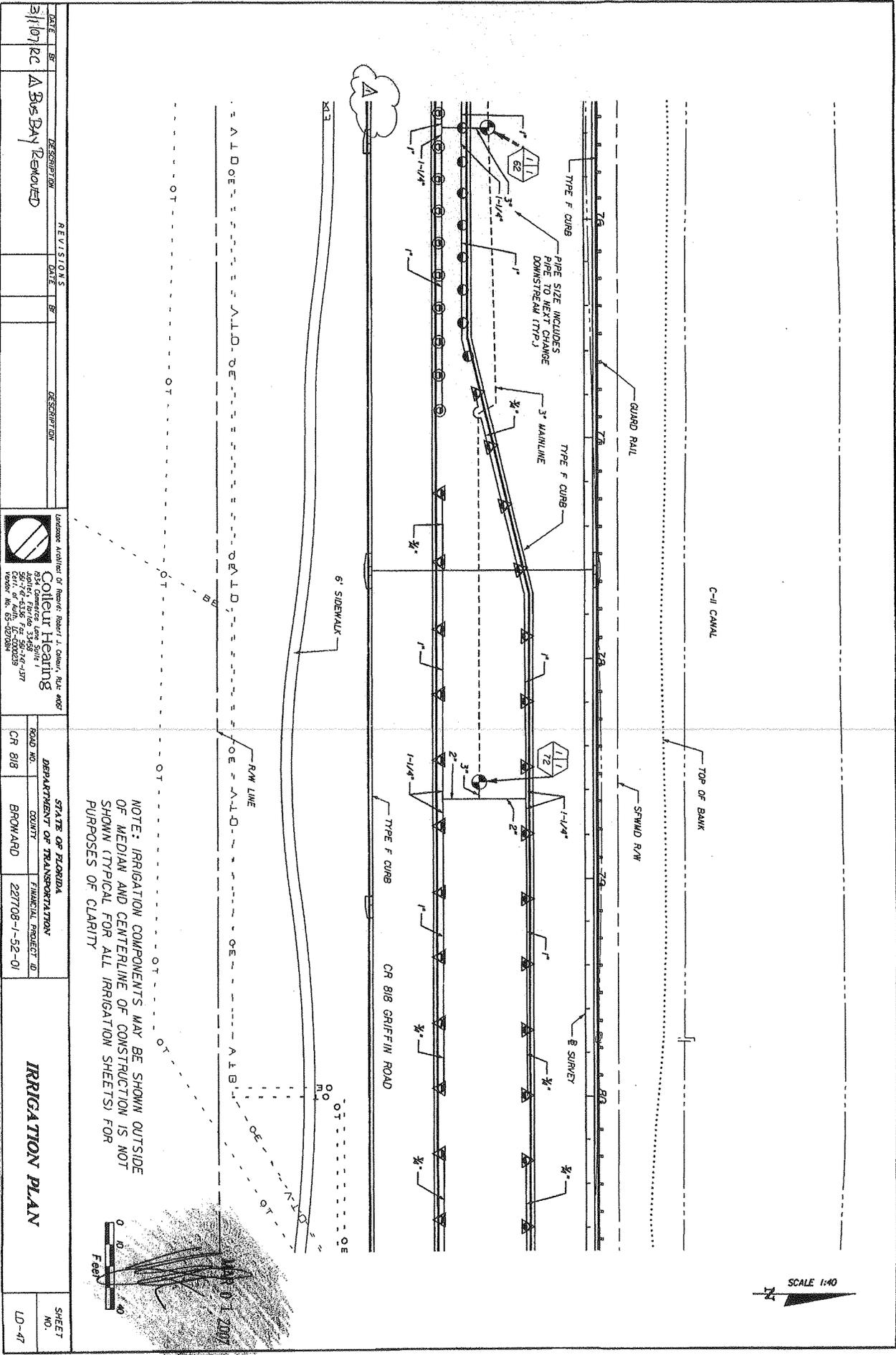
  

Landscape Architect of Record: Robert L. Collier, RLA, WBSF <b>Collier Heating</b> 1324 Commerce Lane, Suite 1 Suite 1, Fort Myers, FL 33901 P: 813-938-4545 F: 813-938-4547 Fax: 813-938-4547 Lic. No. 12-0000233 Rev. No. 88-000084	DEPARTMENT OF TRANSPORTATION COUNTY: BROWARD FINANCIAL PROJECT ID: 227708-1-52-01 ROAD NO.: CR 818	STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY: BROWARD FINANCIAL PROJECT ID: 227708-1-52-01 ROAD NO.: CR 818
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SHEET NO.	LD-46
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NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR PURPOSES OF CLARITY



SCALE 1:40

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
3/1/07	RC	A BUS BAN REMOVED			

REVISIONS	DATE	BY	DESCRIPTION

Landscape Architect of Record: Robert J. Colwell, P.L.C. 4087 <b>Colleur Heating</b> 834 Commerce Lane, Suite 1 Jupiter, Florida 33458 Cell: 407.72.00029 Fax: 407.72.00029 Vendor No. 63-027084		DEPARTMENT OF TRANSPORTATION COUNTY: BROWARD FINANCIAL PROJECT ID: 227708-1-52-01
ROAD NO. CR 818	BROWARD	227708-1-52-01

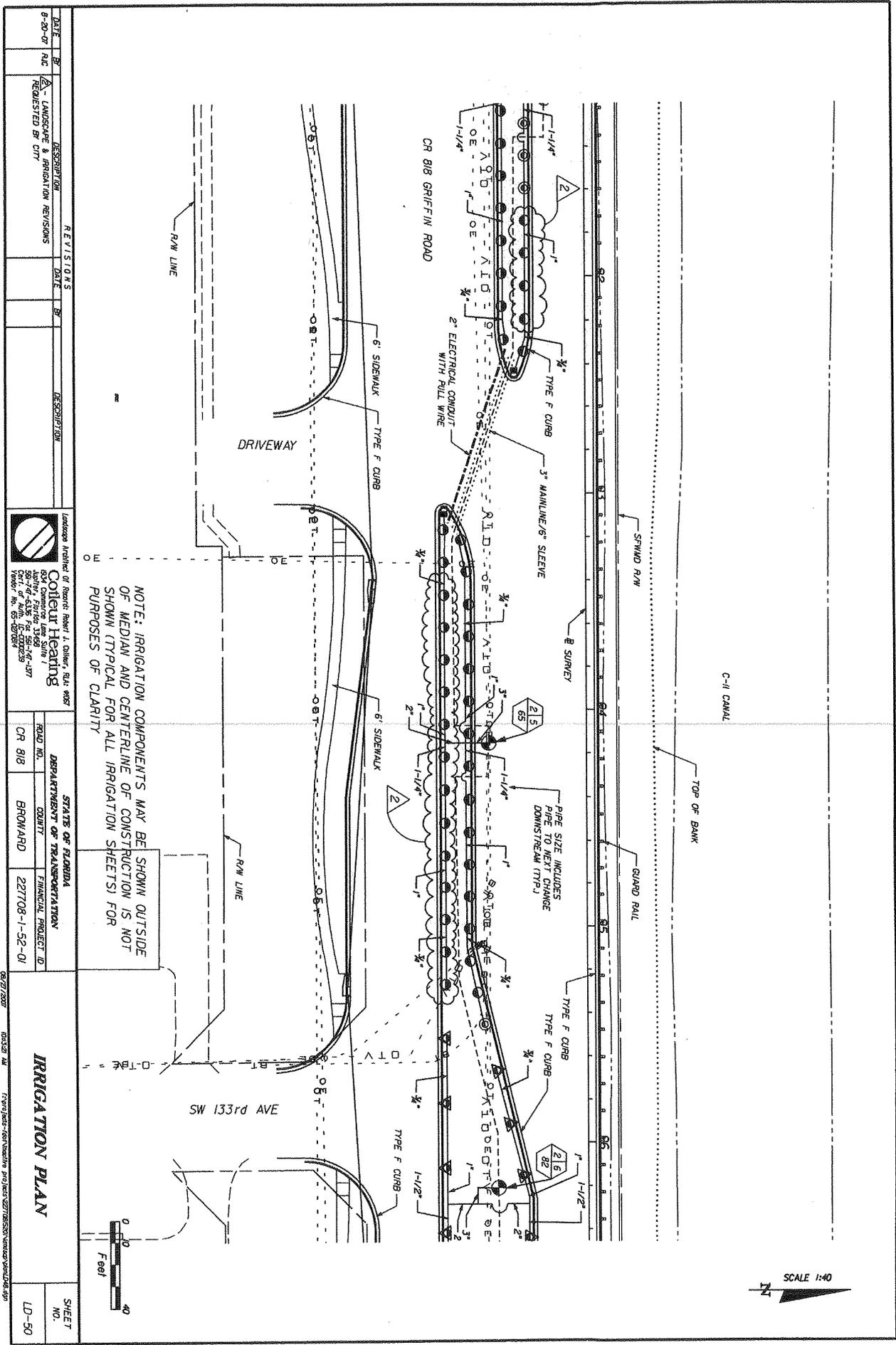
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SHEET NO. LD-47
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NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR PURPOSES OF CLARITY

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
8-20-07	RAE	LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY			

DATE	BY	DESCRIPTION
08/27/2007	LD	ISSUED FOR CONSTRUCTION

PROJECT NO.	CR 818
APPROVED BY	BROWNARD
DATE	227708-1-52-01

DATE	BY	DESCRIPTION
08/27/2007	LD	ISSUED FOR CONSTRUCTION

DATE	BY	DESCRIPTION
08/27/2007	LD	ISSUED FOR CONSTRUCTION

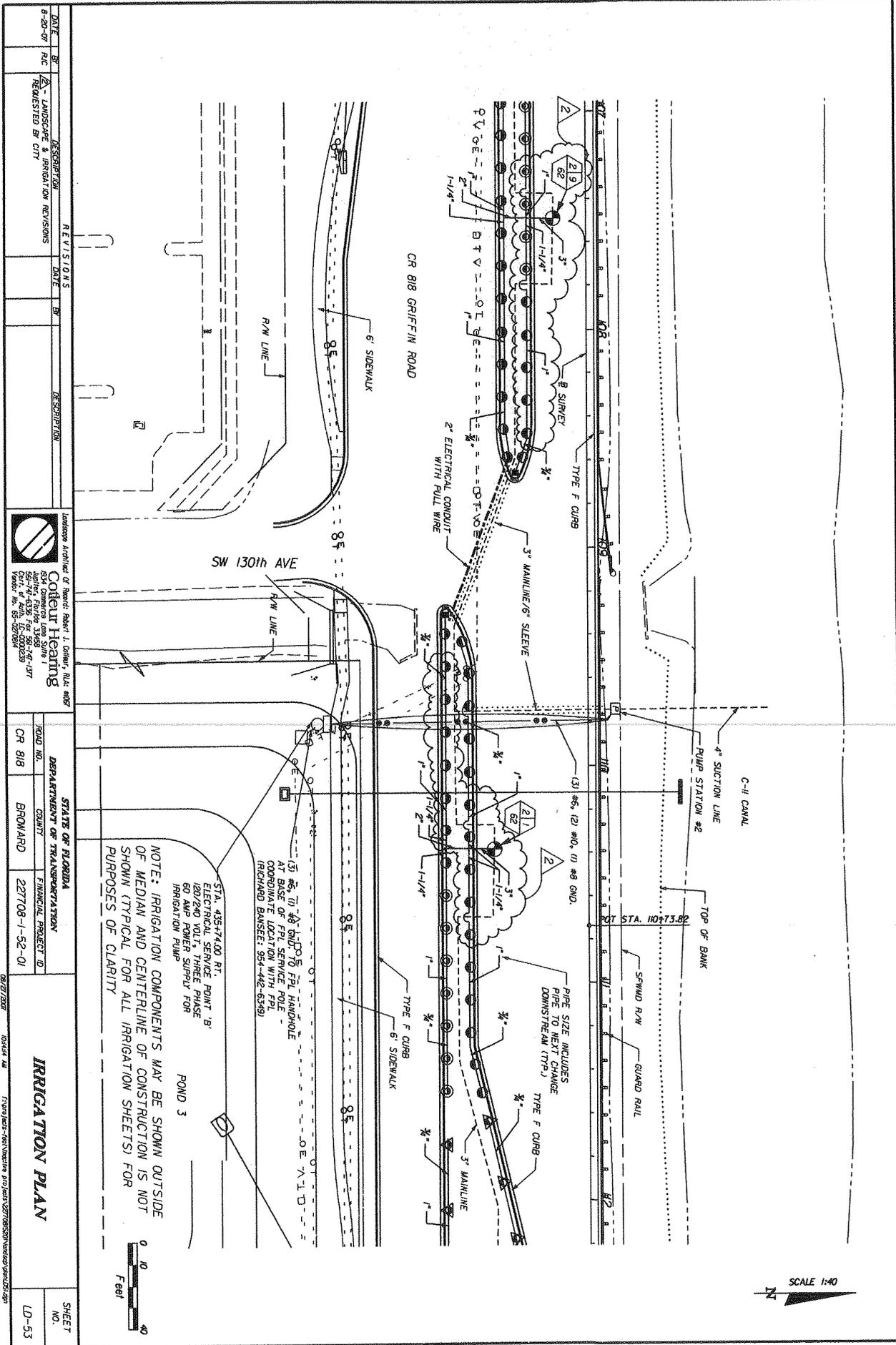
  

DATE	BY	DESCRIPTION
08/27/2007	LD	ISSUED FOR CONSTRUCTION

LD-50







DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
8-20-07	RLC	LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY			

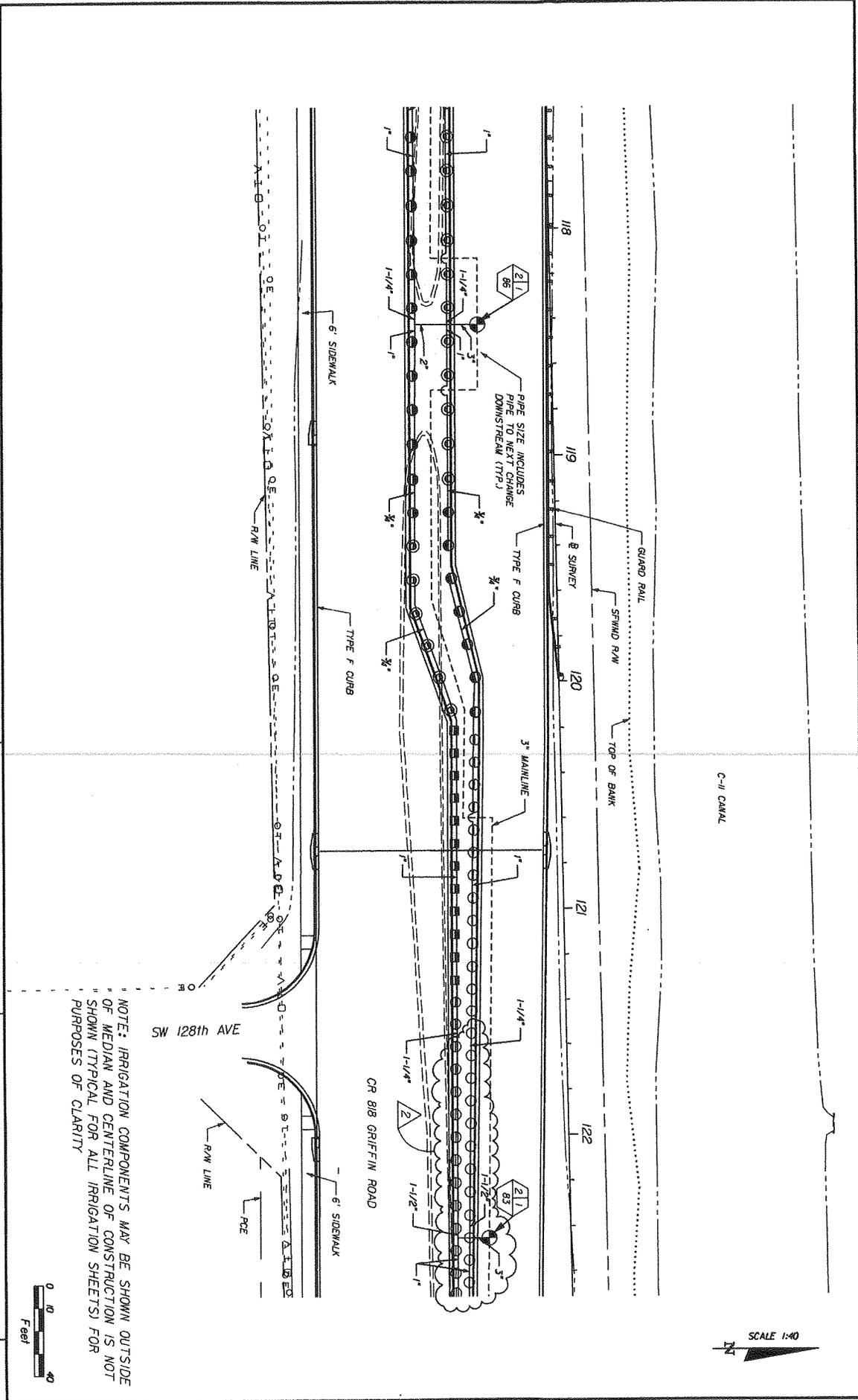
Landscaping Applied of Record Robert L. Conner, FLA. #187 <b>Coleur Heating</b> 1534 Commerce Lane Suite 1 Suite 1000 Fort Lauderdale, FL 33304 Phone: 954-442-5391 Fax: 954-442-5391	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. CR 818 COUNTY BROWARD FINANCIAL PROJECT ID 22708-1-52-01
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SHEET NO.	LD-53
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DATE 8-20-01	BY RAC	DESCRIPTION LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY	DATE	BY	DESCRIPTION
					
DEPARTMENT OF TRANSPORTATION STATE OF FLORIDA FINANCIAL PROJECT ID: 227708-1-52-01 CR B18 BROWARD			DEPARTMENT OF TRANSPORTATION STATE OF FLORIDA FINANCIAL PROJECT ID: 227708-1-52-01 CR B18 BROWARD		
IRIGATION PLAN SHEET NO. LD-55			IRIGATION PLAN SHEET NO. LD-55		



NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR PURPOSES OF CLARITY



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
8-20-07	LA	LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY			

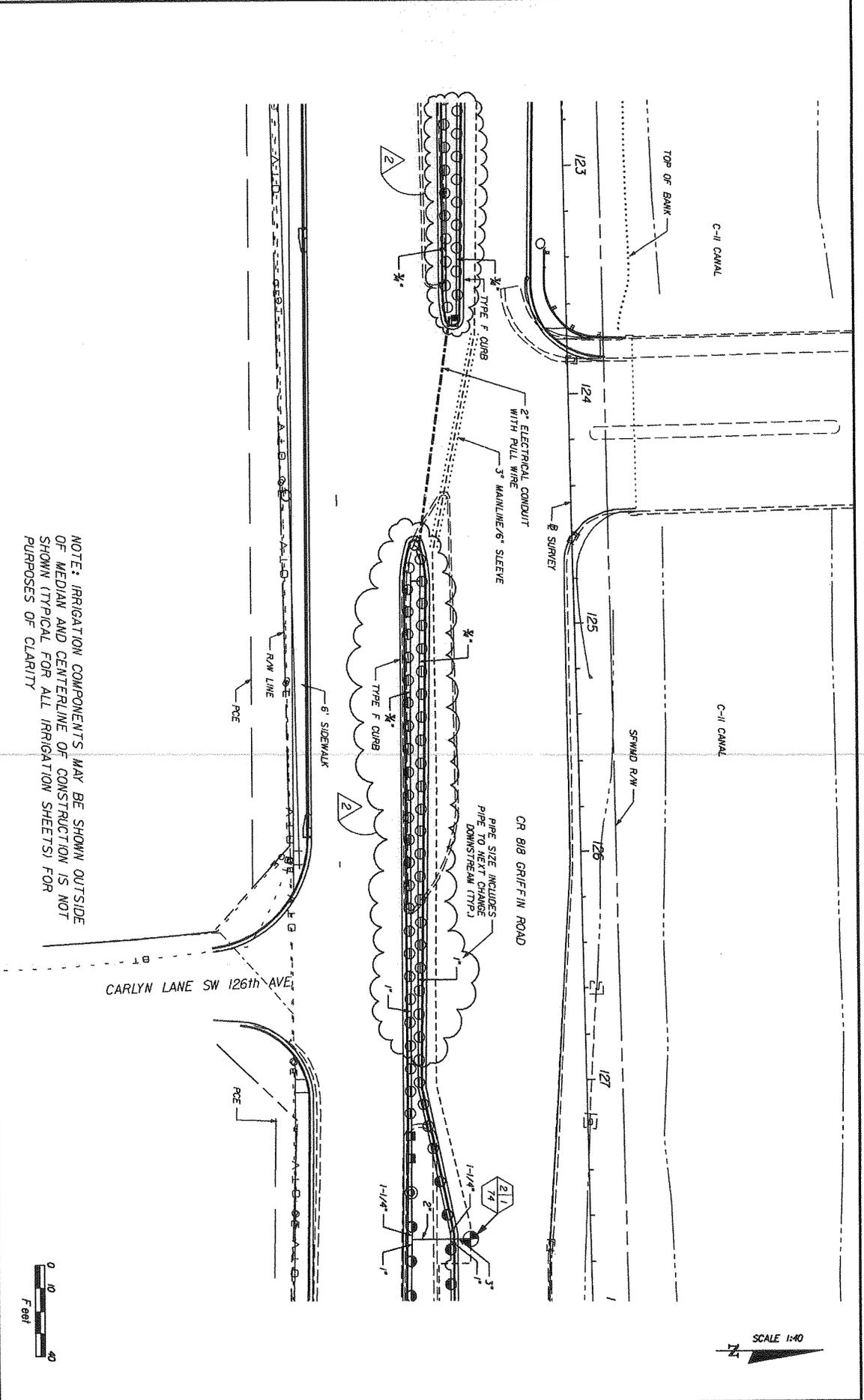
REVISIONS	DATE	BY	DESCRIPTION

(Professional Seal)	(Professional Seal)
COLETT HEATING & AIR CONDITIONING, INC. 1534 Commerce Lane, Suite 1 Fort Lauderdale, FL 33304 Phone: (954) 435-1417 Fax: (954) 435-1417 Email: info@colett.com	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT ID: 227708-1-52-01 ROAD NO.: CR 818 COUNTY: BROWARD PROJECT NO.: 227708-1-52-01

IRRIGATION PLAN	SHEET NO. LD-56
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NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR PURPOSES OF CLARITY

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

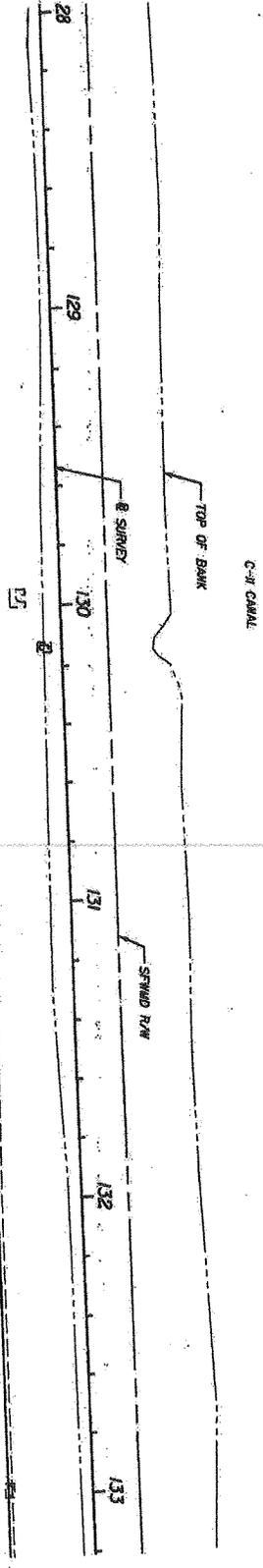
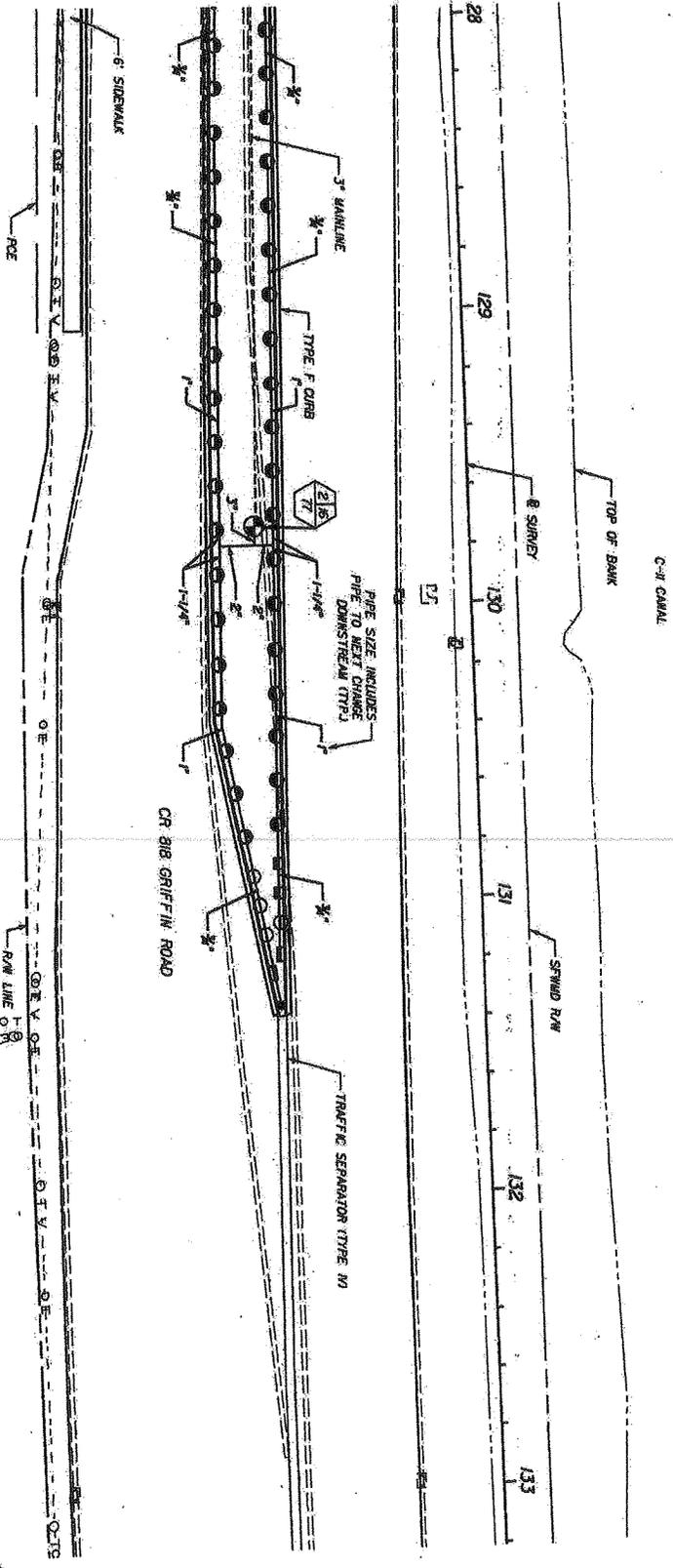
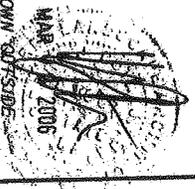

  
 Licensed Engineer in Florida, State No. 12345  
**Colbert Heating**  
 557 University Lane, Suite 1  
 Tallahassee, Florida 32309  
 P.O. Box 1000, Tallahassee, FL 32309  
 Phone: 904-535-1234

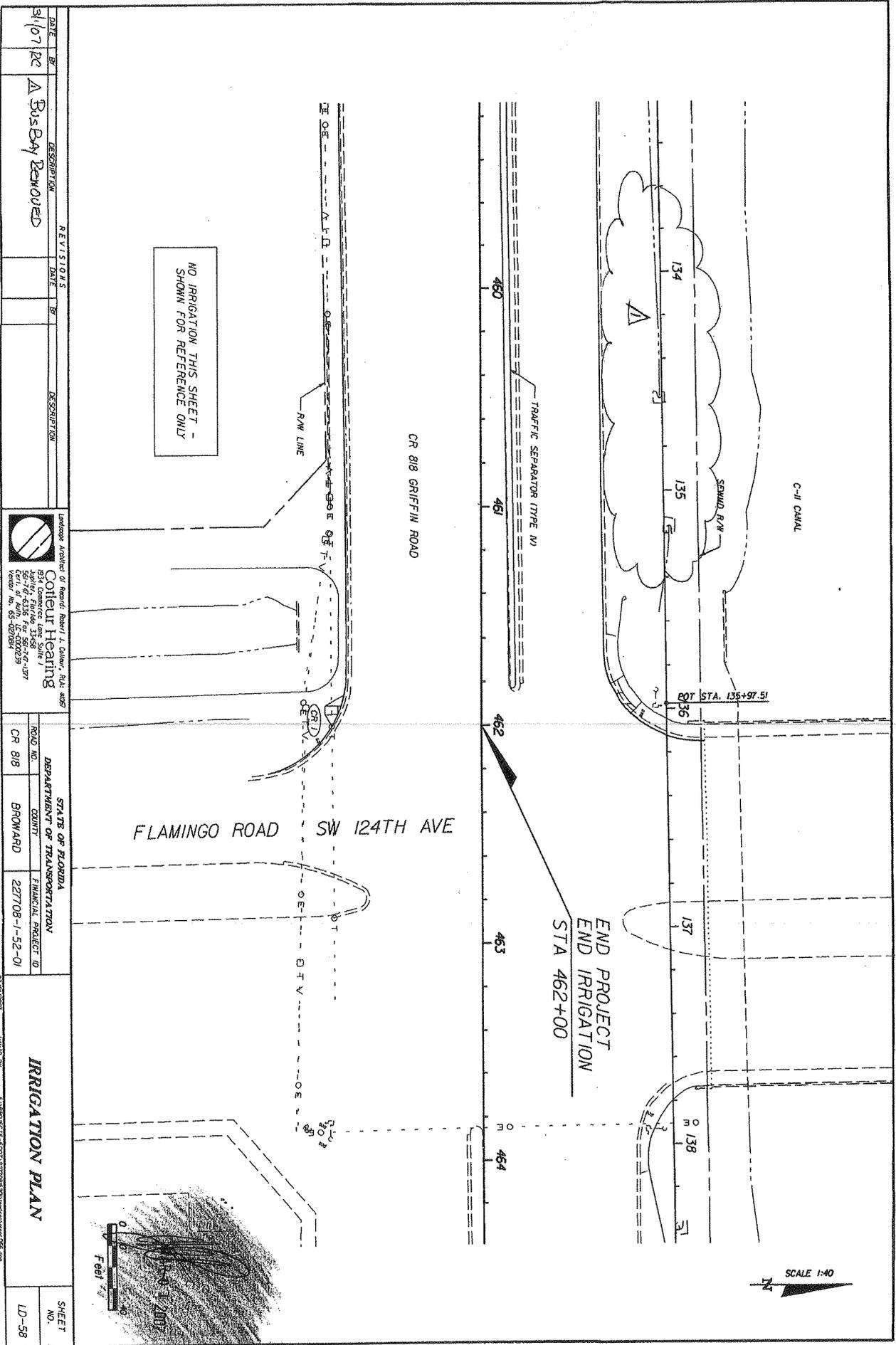
STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
ROAD NO.	COUNTY	FINANCIAL PROJECT NO.	DATE
CR 818	BROWARD	227708-1-52-01	

**IRRIGATION PLAN**

SHEET NO. LD-57

NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE  
 OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT  
 SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR  
 PURPOSES OF CLARITY.





NO IRRIGATION THIS SHEET -  
SHOWN FOR REFERENCE ONLY

DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION
3/16/07	RC	A Bus Bay Removed				

Landmark Architect of Record: Robert L. Culver, RLS 4858 <b>Contour Heating</b> 834 Commerce Lane, Suite 1 5617 E. 4356 Ave. SE Canton, MS 38921		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY: BROWARD FINANCIAL PROJECT ID: 22708-1-52-01
ROAD NO.: CR 818	BRIDGE NO.: BROWARD	FINANCIAL PROJECT ID: 22708-1-52-01

SHEET NO. LD-58	IRRI GATION PLAN
-----------------	------------------

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**BOULE**  
 100 EAST SPAIN STREET, GULF BAY, FL 33906  
 TEL: (813) 938-2200  
 FAX: (813) 938-2201  
 MARK A. FELTON, P.E. FL LICENSE NO. 46906

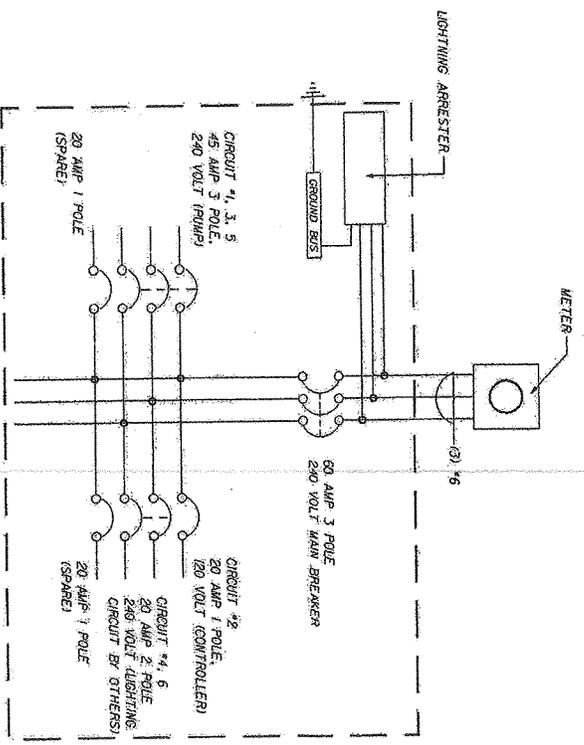
STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 ROAD NO. CR 818  
 COUNTY BROWARD  
 FINANCIAL PROJECT ID 227708-1-52-01

IRIGATION ELECTRIC SERVICE DETAIL  
 SHEET NO. LD-59

**IRRIGATION ELECTRICAL SERVICE POINT WIRING DIAGRAM**  
 (TYPICAL FOR PUMP STATIONS A & B)

NOT TO SCALE

NOTE - COORDINATE ELECTRICAL SERVICE REQUIREMENTS WITH FLORIDA POWER AND LIGHT REPRESENTATIVE  
 (RICHARD BRANSEE, 1954-442-0049)



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**AGREEMENT  
BETWEEN THE  
TOWN OF SOUTHWEST RANCHES  
AND  
PRESTIGE PROPERTY MAINTENANCE, INC.  
FOR  
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES  
RFP No. 14- 012**

TOWN-WIDE IRRIGATION MAINTENANCE SERVICES  
RFP No. 14-012

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

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

**WHEREAS**, the Town advertised a Request for Proposals, RFP No. 14-012 on September 17, 2014 (“RFP”); and

**WHEREAS**, Two (2) proposals were received by the TOWN on November 20, 2014; and

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

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

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

**1. CONTRACT DOCUMENTS/SCOPE OF WORK:** The Contract Documents consist of the following documents: Request for Proposals #14-012 (attached herein as Composite Exhibit “B,” hereinafter interchangeably referred to as the “Scope of Services,” “Services,” or “Work” unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor’s Proposal (Exhibit “A-1”), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Irrigation Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the RFP). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to SCOPE OF SERVICES / SPECIFICATIONS, Sections A-P of the RFP. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction and/or best management practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

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

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

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

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

**6. COMPENSATION & METHOD OF PAYMENT**

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

defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town.

- .7 Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the contract.
- .8 In case of default by Contractor, Town may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned or incurred thereby.

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

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

**9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

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

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

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

- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);

- .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
  - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
  - .4 Contractor's violation of any provisions of the Contract Documents;
  - .5 Contractor's Abandonment of the Work;
  - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 11.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3 Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.
- 11.4 If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 13 below.

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

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

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

**13. INTERPRETATION:**

13.1. Entire Agreement. This Agreement, including the Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof. No other agreements, oral or written,

pertaining to the Work to be performed under this Agreement exist between the parties. This Agreement may be modified only by a written change order signed by both parties.

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

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

**15. CONTRACTOR'S PERFORMANCE:**

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

15.2 Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Contractor represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

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

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

16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.

16.2. During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.

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

**17. AUDIT OF PROJECT RECORDS:** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the later of three (3) years after termination or expiration of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the three (3) year period, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

**18. DIFFERING SITE CONDITIONS:** In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the aforesaid conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment

in the compensation, the adjustment shall be referred to the Town Administrator for determination in accordance with the provisions of Section 18 above. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

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

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

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

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

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

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

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

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Manager (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has

TOWN-WIDE IRRIGATION MAINTENANCE SERVICES  
RFP No. 14-012

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reason to believe it is entitled as a result of the occurrence of said event. If the Contract Manager and Contractor cannot resolve a claim as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Manager, then Contractor shall submit the claim to Town Administrator within ten (10) calendar days from the date of impasse in accordance with Section 16 above. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

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

If to Town:

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

With a copy to:

Keith M. Poliakoff, J.D.  
Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1700  
Fort Lauderdale, Florida 33301

If to Contractor:

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

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

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

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

**25. FUNDING:** The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law. In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to

prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this paragraph, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination shall automatically be deemed converted to a termination for convenience and Contractor shall be paid solely in accordance with Section 12 above.

**26. PUBLIC RECORDS:** The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation and/or termination of this Agreement by Town. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the proposal process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

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

**28. NO WAIVER OF RIGHTS:** Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Towns rights or remedies under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law or in equity.

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

**30. NO AMENDMENT OR WAIVER:** This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

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

**32. MISCELLANEOUS:**

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- C. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor’s loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this paragraph C of Section 32.

- D. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- E. **Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification or continuing waiver of the terms of this Agreement.
- F. **Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties over the other.
- G. **Drug-Free Workplace.** Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.
- H. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- J. **Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[SIGNATURES ON NEXT PAGE]

TOWN-WIDE IRRIGATION MAINTENANCE SERVICES  
RFP No. 14-012

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: PRESTIGE PROPERTY MAINTENANCE, INC., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 2015.

WITNESSES:

Susan Katz  
Susan Katz  
Juanita Romance  
Juanita Romance

PRESTIGE PROPERTY MAINTENANCE, INC.

By: [Signature]  
Greg Lica, Controller  
26<sup>th</sup> day of January 2015

TOWN OF SOUTHWEST RANCHES

By: \_\_\_\_\_  
Jeff Nelson, Mayor  
\_\_\_ day of \_\_\_\_\_ 2015

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
\_\_\_ day of \_\_\_\_\_ 2015

ATTEST:

\_\_\_\_\_  
Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney  
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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**  
**Jeff Nelson, Mayor**  
**Freddy Fisikelli, Vice Mayor**  
**Steve Breitzkreuz, Council Member**  
**Gary Jablonski, Council Member**  
**Doug McKay, Council Member**

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

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andrew D. Berns, Town Administrator

**FROM:** December Lauretano-Haines, PROS Coordinator

**DATE:** February 12, 2015

**SUBJECT:** **A Resolution to ratify the Selection Committee's review of Reliance Contractors as the highest qualified proposer for RFP 14-014 Town-Wide Facilities Maintenance Services and approving an agreement with Reliance Contractors.**

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### **Recommendation**

Council approval is requested to enter into a new contract for Town-Wide Facilities Maintenance Services.

### **Issue**

Town-wide maintenance has not met with expected standards. Entry into a new agreement with a new vendor will allow for a higher level of service.

### **Strategic Priority**

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land and facilities.

### **Background**

Since the Town's current contract for maintenance of Parks and Properties, including facilities maintenance, will expire in 2015, staff sought and received proposals for a new agreement for these services. A total of one proposal was received. The Selection Committee reviewed the proposal, and met with the Proposer to ask and receive answers to questions regarding their proposal.

**Fiscal Impact/Analysis**

In the past, facilities maintenance was a minor component of the overall Parks maintenance contract. With the completion of new facilities at Rolling Oaks, Country Estates, and forthcoming facilities at Calusa Corners, a contract for maintenance of facilities is necessary. If approved, the Reliance contract agreement increases the Towns General Fund total annual expenditures for facilities maintenance to \$67,536 for a period of 3 years totaling \$202,608. The pro-rata impact for FY 2015, commencing March 1, 2015 (7 months) is therefore \$39,396. Accordingly, a Budget amendment totaling \$39,396 enabling the partial utilization of unassigned General Fund Fund Balance, which includes our Fiscal Year 2014 increase (unaudited) of \$372,269 (\$3,830,892-\$3,458,623), is required as follows:

**REVENUES:** **INCREASE**  
G.Fd.: Appropriated Fund Balance (001-0000-399-39900) \$39,396

**EXPENSES:**  
G.Fd.: PROS Dept.–Ground Maintenance-Parks (001-3600-572-46040) \$39,396

**Staff Contact:**  
December Lauretano-Haines, Contract Coordinator  
Clete Saunier, Contract Manager  
Martin D. Sherwood, Town Financial Administrator

**Proposal Base Price:**

<b>RFP 14-014 - Facilities</b>	<b>SC Committee Ranking</b>	<b>Base Proposal</b>
Reliance	No Ranking	\$67,536.00

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE'S DECISION TO RECOMMEND RELIANCE CONTRACTORS AS A QUALIFIED PROPOSER FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH RELIANCE CONTRACTORS TO PROVIDE TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN IN AN AMOUNT NOT TO EXCEED \$67,536 (SIXTY SVEN THOUSAND, FIVE HUNDRED THIRTY SIX DOLLARS PER FISCAL YEAR; APPROVING AN EXPENSE NOT TO EXCEED \$39,396 (THIRTY NINE THOUSAND, THREE HUNDRED NINETY SIX DOLLARS) FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES, WHICH IS THE PRORATED AMOUNT FOR THE REMAINDER OF FY 2014-2015; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, In September, 2014, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 14-014 seeking Town-Wide Facilities Maintenance Services; and

**WHEREAS**, the Town had a mandatory pre-proposal conference on October 23, 2014 at 1:30 P.M.; and

**WHEREAS**, on November 20, 2014, the Town opened the sole response that it received from Reliance Contractors (the "Proposer"); and

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

**WHEREAS**, on January 6, 2015, at an advertised public meeting, the Town's Selection Committee ("SC") met with the Proposer and recommend Reliance Contractors as a qualified proposer; and

**WHEREAS**, the Town Council hereby accepts the recommendation of the SC and authorizes the Town Administrator to enter into an agreement with Reliance Contractors; and

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

**WHEREAS**, Reliance and the Town desire to enter into an Agreement for the provision of Town-Wide Facilities Maintenance Services by Reliance under the terms and conditions set forth hereinafter.

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

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

**Section 2.** After reviewing all the information provided, the Town Council hereby accepts the recommendation of the SC that Reliance Contractors is a qualified proposer for Town-Wide Facilities Maintenance Services.

**Section 3.** The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Reliance Contractors in substantially the same form as that attached hereto as Exhibit "A", for Town-Wide Facilities Maintenance Services.

**Section 4.** In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, the FY 2014-2015 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$39,396 and increasing the General Fund: PROS Department – Ground Maintenance – Parks expense account 001-3600-572-46040 in the amount of \$39,396.

**Section 5.** The Town Council and authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Reliance in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 6.** This Resolution shall take effect immediately upon its adoption.

**[Signatures on Following Page]**

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

Ranches, Florida, this \_\_\_ day of \_\_\_\_\_, 2015, on a motion by \_\_\_\_\_ and  
seconded by \_\_\_\_\_.

Nelson	___	Ayes	___
Fisikelli	___	Nays	___
Breitkreuz	___	Absent	___
Jablonski	___		
McKay	___		

\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

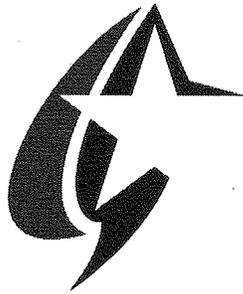
\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

112237472.1

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# Reliance CONTRACTORS

199 E. Flagler St. #155  
Miami, FL 33131

Joshua Becker  
(305) 575-9149  
jbecker@reliancecontractors.com

Town of Southwest Ranches

RFP No. 14-014  
Town Wide Facilities Maintenance Services

**November 20, 2014**

**ADDENDUM #2  
Town-Wide Facilities Maintenance Services  
RFP No. 14-014**

Note: The following page replaces Page 27 of RFP 14-014. Proposers, please submit proposal prices on this sheet.

Revised Ver. 1/9/2015

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

**PARKS AND OTHER FACILITIES MAINTENANCE**

Service Category	Location / Zone #	Location Name	Unit (Weekly = 52 Monthly = 12)	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park – 4 acres	Per month	\$ 128.00	\$ 1,536.00
D	34	Sunshine Ranches Equestrian Park – 20 acres	Per month	\$ 1,472.00	\$ 17,664
D	35	Calusa Corners Park – 12 acres	Per month	\$ 650.00	\$ 7,800.00
D	36. a.	Southwest Meadows Sanctuary Park – 24.5 acres	Per month	\$ 128.00	\$ 1,536.00
D	36. b.	Southwest Meadows Sanctuary Park Landscape bed Maintenance – 1 acre	Not included at this time (Price will be requested if location/zone added to contract)		
D	37. a.	Rolling Oaks Park – 44.5 acres	Per month	\$ 1,840.00	\$ 22,080.00
D	37. b.	Rolling Oaks Park Butterfly Garden Maintenance – 1 acre	Per month	\$ 368.00	\$ 4,416.00
D	38	Frontier Trails Park – 30 acres	Per month	\$ 128.00	\$ 1,536.00
D	39	Town Hall— <2 acres	Not included at this time (Price will be requested if location/zone added to contract)		
D	40	Public Safety Facility – <1 acre	Not included at this time (Price will be requested if location/zone added to contract)		
D	41	Stirling Rd. at SW 185 <sup>th</sup> Way "pocket park" – 1.6 acres	Per month	\$ 128.00	\$ 1,536.00
D	42	Country Estates Park – 16 acres	Per month	\$ 736.00	\$ 8,832.00
D	43	Broadwing Building – 1.7 acres	Per month	\$ 50.00	\$ 600.00

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

<sup>1</sup> As applicable, based on Maintenance needed for amenities on site

<sup>2</sup> Probable future addition to Contract.

<sup>3</sup> Possible future addition to Contract.

<sup>4</sup> Potential for future addition to contract.

**GRAND TOTAL – MAINTENANCE PROPOSAL ANNUAL PRICE (BASE PROPOSAL):**

\$ 67,536.00

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES):			
PARKS AND OTHER FACILITIES MAINTENANCE			
Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
<b>General Town Property Maintenance</b>			
	Security	<i>per Hour</i>	\$ 16.00
Q/ 1. iv.	Security	<i>per hour</i>	\$ 16.00
<b>Interior Maintenance</b>			
Q/ 2. i. 12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing	<i>per sqft.</i>	\$ 0.16
Q/ 2. i. 13.	Ceiling maintenance and tile replacement,		Per Proposal
Q/ 2. i. 14.	Drywall repairs		Per Proposal
Q/ 2. i. 15.	Unclog Drains		Per Proposal
<b>Exterior Maintenance</b>			
Q/ 2. ii. 6.	EQ Rings/Trails Maint.	<i>per Hour</i>	\$ 16.00
Q/ 2. ii. 7.	Pressure Cleaning of Site Structures and Furnishings	<i>per Hour.</i>	\$ 50.00
Q/ 2. ii. 8.	Shade Structures	<i>per Hour</i>	\$ 16.00
Q/ 2. ii. 9.	Cement, Brick Paver Cleaning & Sealing		Per Proposal
Q/ 2. ii. 10.	Screen and Fenced Enclosure Cleaning		Per Proposal
Q/ 2. ii. 11.	Parking Lot Striping and Bumper Painting		Per Proposal
Q/ 2. ii. 12.	Emergency Board Up		Per Proposal
Q/ 2. ii. 13.	Large Debris Haul Away		Per Proposal
Q/ 2. ii. 14.	Window Replacement		Per Proposal

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

*[Signature]*  
*Reliance Contractors Inc.*

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**ADDENDUM #2  
Town-Wide Facilities Maintenance Services  
RFP No. 14-014**

**Note:** The following page replaces Page 29 of RFP 14-014. Proposers, please submit proposal prices on this sheet.

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES):		
PARKS AND OTHER FACILITIES MAINTENANCE		
iii. Other Routine And Incidental Maintenance	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
Q/ 2. iii. 2.	Damage / Vandalism /Graffiti Reporting / Repair	per Hour \$ 16.00
Q/ 2. iii. 8.	Pre Party & Event Setup	per Hour \$ 16.00
Q/ 2. iii. 9.	Private Party & Town Event Clean-up	per Hour \$ 16.00
Q/ 2. iii. 11.	Storm Clean up	per Hour \$ 16.00
Q/ 2. iii. 12.	24/7 Emergency Services	per Hour \$ 19.00
Q/ 2. iii. 13.	Installation, removal, assembly and disassembly of site furnishings and appliances	Per Proposal
Q/ 2. iii. 14.	Construction Clean-up	Per Proposal
Q/ 2. iii. 15.	Repair / Handyman / Carpentry	Per Proposal
Q/ 2. iii. 16.	Painting	Per Proposal
MISCELLANEOUS CODE ENFORCEMENT SERVICES		
R/ 1.	Debris Removal:	Per Proposal
R/ 2.	Boarding Service:	Per Proposal
R/ 3.	Pool Fill-In:	Per Proposal

**PROPOSAL SIGNATURE**

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, etc., to perform Town Wide Facilities Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: 

PROPOSER'S NAME: Joshua Becker

COMPANY NAME: Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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**PUBLIC ENTITY CRIMES**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN WIDE FACILITIES MAINTENANCE SERVICES  
RFP No. 14-014

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

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

1. This sworn statement is submitted to Town of Southwest Ranches  
By Joshua Becker for Reliance Contractors Inc.  
whose business address is 199 E Flagler St. #155 Miami FL 33131  
and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1911014

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN WIDE FACILITIES MAINTENANCE SERVICES  
RFP No. 14-014

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

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

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

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

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

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

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

Joshua Becker  
(Printed Name)  
President, Reliance Contractors Inc.  
(Title)

Sworn to and subscribed before me this 19 day of November, 2014

Personally known \_\_\_\_\_ Or Produced Identification Florida Drivers Lic

(Type of Identification)

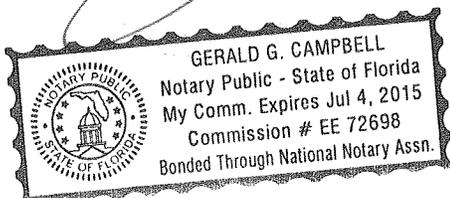
Notary Public - State of Flor. Id.

My Commission Expires 3/4/15

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: Reliance Contractors Inc.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN WIDE FACILITIES MAINTENANCE SERVICES

NON-COLLUSIVE AFFIDAVIT

State of Florida )

) ss.

County of Miami-Dade )

Joshua Becker being first duly sworn deposes and says that:

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

By: [Signature]

Joshua Becker

(Printed Name)

President, Reliance Contractors Inc.

(Title)

Sworn to and subscribed before me this 19 day of November, 2014

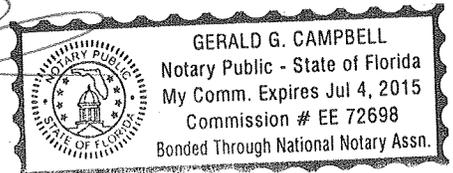
Personally known \_\_\_\_\_

Or Produced Identification Florida Drivers License  
(Type of Identification)

Notary Public - State of Florida

My Commission Expires 7/4/15

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



PROPOSER'S SIGNATURE: [Signature]

COMPANY NAME: Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN WIDE FACILITIES MAINTENANCE SERVICES

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

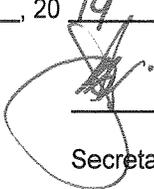
State of Florida )  
County of Miami-Dade ) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on September 18, 20 14, the following resolution was duly passed and adopted:

"RESOLVED, that Joshua Becker, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, Nov. 21 20 14, to the Town of Southwest Ranches and this corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation or Limited Liability Company this 21 day of November, 20 14.

  
\_\_\_\_\_  
Secretary:  
(SEAL)

PROPOSER'S SIGNATURE:   
\_\_\_\_\_  
COMPANY NAME: Reliance Contractors Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN WIDE FACILITIES MAINTENANCE SERVICES

**PROPOSER QUALIFICATION**

List Number of Irrigation Maintenance Contracts in excess of Fifty Thousand Dollars (\$50,000) per year in the past five (5) years.

Project Name: Lofts at Byron Condominium - Maintenance  
Client Name: Lofts at Byron  
Address: 501 74th St. Miami Beach FL 33141  
Contact Person: Mary Niedergall - Association President  
Contact Person Tel. No.: (786) 291-7500

Project Name: South Shore Yacht Club Condominium - Maintenance  
Client Name: South Shore Yacht Club Condominium  
Address: 200 South Shore Dr. Miami Beach FL 33141  
Contact Person: Mark Butler - Association Secretary  
Contact Person Tel. No.: (305) 725-2520

Project Name: Welworth Condominium - Gen. Maintenance  
Client Name: Welworth Condominium  
Address: 7326 Collins Ave. Miami Beach FL, 33141  
Contact Person: Joe Hagan - Association President  
Contact Person Tel. No.: (786) 286-6959

Project Name: Island Point Condominium  
Client Name: Island Point Condominium  
Address: 7207 Bay Dr. Miami Beach FL 33141  
Contact Person: Anita Stein - Association Secretary  
Contact Person Tel. No.: \_\_\_\_\_

Project Name: Misc. Building Maintenance - Regatta Property Management  
Client Name: Regatta Property Management & Real Estate  
Address: 701 4th St. #101 Miami Beach FL 33139  
Contact Person: Anthony Colon - Property Manager  
Contact Person Tel. No.: (305) 905-7270

PROPOSER'S SIGNATURE: 

COMPANY NAME: Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN WIDE FACILITIES MAINTENANCE SERVICES

**GOVERNMENTAL CONTACT INFORMATION**

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

Name of Agency: N/A

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_

PROPOSER'S SIGNATURE:  \_\_\_\_\_

COMPANY NAME: J. Reliance Contractors Inc



TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN WIDE FACILITIES MAINTENANCE SERVICES  
RFP No. 14-014

**PROPOSED MANAGEMENT PLAN**

Provide a written description of proposed plan to accomplish work, including structure of provider, organizational chart and auxiliary services offered, crews, personnel and equipment to be dedicated to this project, if the Proposer is awarded a Contract. (Use additional sheets if necessary.)

*Please See Attached.*

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

*Josh Becker - Reliance Contractors Inc*

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN WIDE FACILITIES MAINTENANCE SERVICES

**PROPOSER DISCLOSURE OF LITIGATION HISTORY**

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

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

Case Name: \_\_\_\_\_ *N/A*

Case Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Plaintiff: \_\_\_\_\_

Defendant: \_\_\_\_\_

Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_

Brief description of nature of case: \_\_\_\_\_

\_\_\_\_\_

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Plaintiff: \_\_\_\_\_

Defendant: \_\_\_\_\_

Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_

Brief description of nature of case: \_\_\_\_\_

\_\_\_\_\_

Case Name: \_\_\_\_\_

Case Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Plaintiff: \_\_\_\_\_

Defendant: \_\_\_\_\_

Case Status: Resolved \_\_\_\_\_ Pending \_\_\_\_\_

Brief description of nature of case: \_\_\_\_\_

\_\_\_\_\_

PROPOSER'S SIGNATURE: \_\_\_\_\_ *[Signature]*

COMPANY NAME: \_\_\_\_\_ *Reliance Contractors Inc*

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN WIDE FACILITIES MAINTENANCE SERVICES

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**STATEMENT OF NO RESPONSE**

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

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

or  
Email: [jromance@southwestranches.org](mailto:jromance@southwestranches.org)

N/A

REASONS

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

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? \_\_\_ Yes \_\_\_ No

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ DATE: \_\_\_\_\_

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

# LBT

7176046

**BUSINESS NAME/LOCATION**  
RELIANCE CONTRACTORS INC  
OPERATING IN DADE COUNTY

**RECEIPT NO.**  
NEW BUSINESS  
7455796

**EXPIRES**  
SEPTEMBER 30, 2015

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10.

**OWNER**  
RELIANCE CONTRACTORS INC  
C/O JOSHUA D BECKER

**SEC. TYPE OF BUSINESS**  
213 SERVICE BUSINESS

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

Employee(s) 1

75.00 10/01/2014  
0221-15-000033

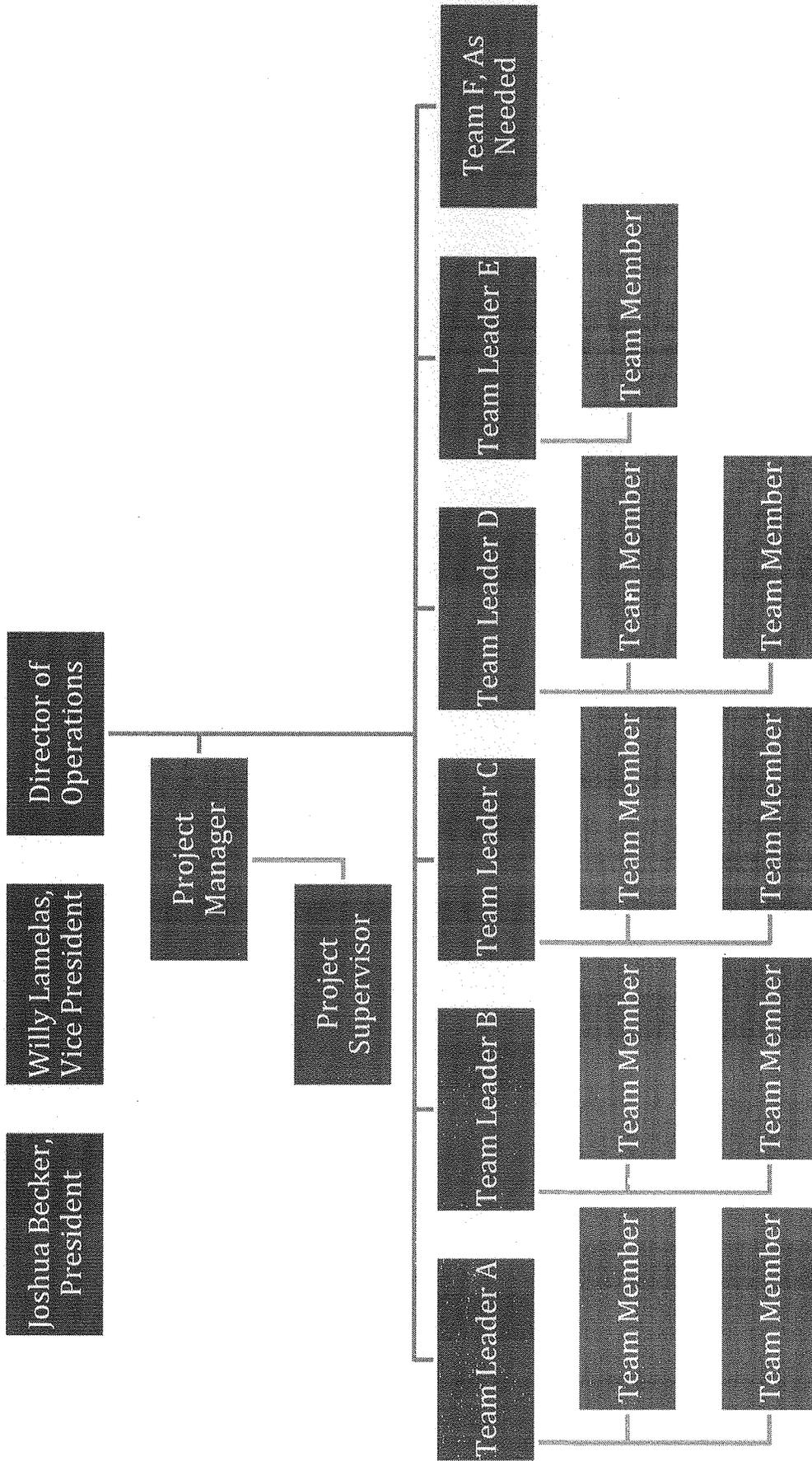
This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

MIAMI-DADE  
COUNTY

# Reliance CONTRACTORS





## Proposed Management Plan

At Reliance Contractors, we hold a vast resume of services to offer. Reliance Contractors is dedicated to the concept of providing every customer with a full range of services at the highest standards available. This constitutes applying time proven methods, supervision, and a well-educated management staff. Using this approach we have been highly successful in cost reduction for many firms we service in South Florida area and boast over a 97% client retention rate.

We at Reliance Contractors have an extensive amount of sister-companies throughout the South Florida region that can tackle any job, big or small. Reliance Contractors' auxiliary services are endless. We house an extensive equipment list and hold certifications in various specialty machinery.

For the contract at hand, Town of Southwest Ranches, we have extensively researched and narrowed down the best possible organizational structure. We have developed a systematic procedure to efficiently maintain the cleanliness of every facility and most importantly the safety of the people. Below you will find in detail the teams, proposed hours, and frequency for the facility maintenance service.

- *Team A:* (3 Team Members incl. 1 Team Leader)
  - Sunshine Ranches Equestrian Park (6 Daily Maintenance Hours)
- *Team B:* (3 Team Members incl. 1 Team Leader)
  - Calusa Corners Park (4 Daily Maintenance Hours)
- *Team C:* (3 Team Members incl. 1 Team Leader)
  - Rolling Oaks Park and Butterfly Garden (8 Daily Maintenance Hours)
- *Team D:* (3 Team Members incl. 1 Team Leader)
  - Country Estates Park (5 Daily Maintenance Hours)
- *Team E:* (2 Team Members incl. 1 Team Leader)
  - Trailside Park (1 Weekly Maintenance Hour)
  - Southwest Meadows Sanctuary Park (1 Weekly Maintenance Hour)
  - Frontier Trails Park (1 Weekly Maintenance Hour)
  - Pocket Park (1 Weekly Maintenance Hour)
  - Broadwing Building (2 Monthly Maintenance Hour)

- *Team F: (Specialty Team, Size Dependent on Job)*
  - All Auxiliary Services Needed

All teams will have Daily/Monthly/Weekly reports appropriate to specific facility work scope. We will have an immediate staff of 14 team members at all times. In addition, as auxiliary jobs are presented our proposed staff for Team F will fluctuate, and will be on call 24/7/365. Our team members are all FDLE background checked approved and have been extensively trained in building maintenance. As we progress throughout the project we will also begin our playground equipment safety certifications and are open to any new opportunities of growth within the town. The proposed structure is subject to change if deemed necessary.



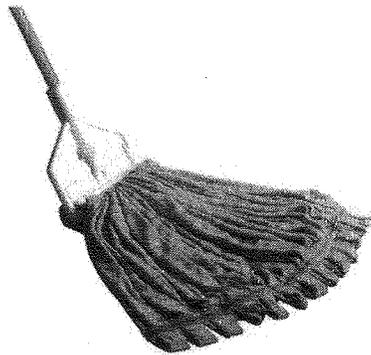
## Daily-Used Proposed Equipment

**Project:** *Town of Southwest Ranches*



ProTeam Super CoachVac HEPA Backpack Vacuum with 14 in. Multi-Surface Floor Tool and Telescoping Wand. The Super CoachVac HEPA is a productivity powerhouse designed to tackle the most demanding cleaning challenges. This powerful and high filtration unit is ideal for vacuuming high square-footage areas that require the utmost cleanliness.

S



Rubbermaid tube mop has a microfiber cotton mop head. This wet mop comes with a 60 in. Invader wooden handle for convenience. Mop is engineered for up to 200 uses.



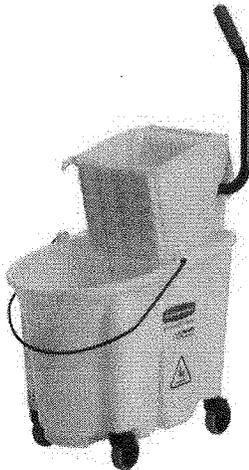
## Proposed Equipment

**Project:** *Braman Facilities*



Rubbermaid Commercial Products Ergo Reach Microfiber Mopping Frame is engineered to help clean hard to reach spaces. The innovative slide frame technology extends the reach of the user underneath cleaning obstacles such as furniture, appliances and shelving. The mopping kit also includes a Disposable Microfiber mopping pad and a Reusable Microfiber wet mopping pad. Both pads are designed to achieve superior dirt pickup without streaking or residue while removing

99.9% of germs from surfaces.

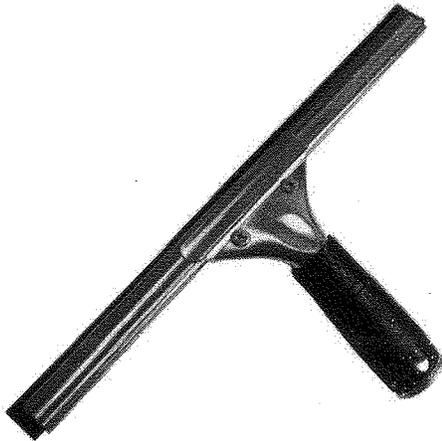


The 35 qt. WaveBrake Mop Bucket and Wringer is the leading product in hard floor care. Reducing touch-up cleaning, the 3 inch casters are predominantly plastic, non-marking, and non-rusting. The bucket has contoured graduation markings that indicate both quarts and liters for quick, accurate measurement of cleaning solutions. It also has smooth, easy-to-clean surfaces.



## Proposed Equipment

Project: *Braman Facilities*



The Unger PRO 12 in. Pro Squeegee comes with an extra 12 in. rubber blade. This squeegee is compatible with the Connect & Clean System and features a rubber grip.



A professional grade broom and dust pan set that is easy to use for household and commercial applications, such as quick pickups at home, in retail locations and parking lots. Pivoting dust pan lies flat on floor and features a sloped edge for one sweep cleanups. Handle length is the same as the lobby broom so that no bending is required.

**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**RELIANCE CONTRACTORS, INC.**  
**FOR**  
**TOWN-WIDE FACILITIES MAINTENANCE SERVICES**  
**RFP No. 14- 014**

**THIS IS AN AGREEMENT** (“Agreement”) made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 201\_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “TOWN”) and **Reliance Contractors, Inc.** (hereinafter referred to as “Contractor”).

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

**WHEREAS**, the TOWN advertised a Request for Proposals, RFP No. 14-014 on September 17, 2014 (“RFP”); and

**WHEREAS**, one (1) proposal was received by the TOWN on November 20, 2014; and

**WHEREAS**, the TOWN has adopted Resolution No. 2015- \_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected Reliance Contractors, Inc. for award of the Project; and

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

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

**1. CONTRACT DOCUMENTS/SCOPE OF WORK:** The Contract Documents consist of the following documents: Request for Proposals #14-014 (attached herein as Composite Exhibit “B,” hereinafter interchangeably referred to as the “Scope of Services,” “Services,” or “Work” unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor’s Proposal (Exhibit “A-1”), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Facilities Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the Proposal Documents). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to SCOPE OF SERVICES / SPECIFICATIONS, Sections A-R of the Proposal Documents. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, Best Management practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

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

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

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

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

#### **6. COMPENSATION & METHOD OF PAYMENT**

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

performed in accordance with this Agreement. Upon verification by TOWN that the invoiced Work has been performed in accordance with this Agreement, TOWN shall have thirty (30) days thereafter to pay said invoice.

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

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

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

**9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

**10. DEFECTIVE WORK:** Refer to Section 22 of the RFP.

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

- 11.1. In addition, the occurrence of any one or more of the following events will justify Town's termination of Contractor for cause:
- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
  - .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
  - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
  - .4 Contractor's violation of any provisions of the Contract Documents;
  - .5 Contractor's Abandonment of the Work;
  - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 12.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.
- 11.4. If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 13 below.

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

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

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

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

### 13. INTERPRETATION:

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

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

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

### 15. CONTRACTOR'S PERFORMANCE:

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

15.2 Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Contractor represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

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

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

- 16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.
- 16.2 During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.
- 16.3 In the event the determination of a dispute under this Section 17 is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Contractor and Town hereby waive any rights to a trial by jury.

**17. AUDIT OF PROJECT RECORDS:** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the later of three (3) years after termination or expiration of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the three (3) year period, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working

papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

**18. DIFFERING SITE CONDITIONS:** In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the aforesaid conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination in accordance with the provisions of Section 17 above. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

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

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

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

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

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

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

19.5. The foregoing provisions of this Section 20 relating to costs and/or delays incurred by Contractor due to underground structures and utilities are subject to Section 19 above; provided however, that under no circumstances shall Contractor be entitled to an equitable adjustment in compensation where Contractor knew or could have discovered through the exercise of due diligence, the existence and/or location of such underground structures and utilities.

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

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Manager (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Manager and Contractor cannot resolve a claim as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Manager, then Contractor shall submit the claim to Town Administrator within ten (10) calendar days from the date of impasse in accordance with Section 19 above. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

**[INTENTIONALLY LEFT BLANK]**

TOWN – WIDE FACILITIES MAINTENANCE SERVICES  
RFP No. 14-014

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

If to Town:

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

With a copy to:

Keith M. Poliakoff, J.D.  
Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1700  
Fort Lauderdale, Florida 33301

If to Contractor:

Joshua Becker  
Reliance Contractors, Inc.  
199 E. Flagler Street  
Suite 155  
Miami, Florida 33131

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

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

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

**25. FUNDING:** The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law. In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this paragraph, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination shall automatically be deemed converted to a termination for convenience and Contractor shall be paid solely in accordance with Section 13 above.

**26. PUBLIC RECORDS:** The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation and/or termination of this Agreement by Town. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the proposal process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

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

**28. NO WAIVER OF RIGHTS:** Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Towns rights or remedies under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law or in equity.

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

**30. NO AMENDMENT OR WAIVER:** This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

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

**32. MISCELLANEOUS:**

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- C. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this paragraph C of Section 33.

- D. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. **Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed

a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification or continuing waiver of the terms of this Agreement.

- F. **Joint Preparation**. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties over the other.
- G. **Drug-Free Workplace**. Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.
- H. **Headings**. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. **Binding Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- J. **Truth-in-Negotiation Certificate**. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[SIGNATURES ON FOLLOWING PAGE]

TOWN – WIDE FACILITIES MAINTENANCE SERVICES  
RFP No. 14-014

---

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Reliance Contractors, Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 2015.

**WITNESSES:**

Susan Kutz  
Susan Kutz  
Juanita Romance  
Juanita Romance

**CONTRACTOR:**

By: [Signature]  
Joshua Becker, President  
  
29 day of January 2015

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Jeff Nelson, Mayor  
  
\_\_\_ day of \_\_\_\_\_ 2015

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
  
\_\_\_ day of \_\_\_\_\_ 2015

**ATTEST:**

\_\_\_\_\_  
Russell Muñiz, MMC, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/15

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

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

<b>PRODUCER</b> Accurate 8300 West Flagler Suite 114 Miami, FL 33144 Phone (305)226-8727 Fax (305)226-8767	<b>CONTACT NAME:</b> Lucia Estrella
	<b>PHONE (A/C, No, Ext):</b> (305)226-8727 <b>FAX (A/C, No):</b> (305)226-8767 <b>E-MAIL ADDRESS:</b> luciaestrella@bellsouth.net
<b>INSURED</b> Reliance Contractors Inc. 199 E Flagler St. #155 Miami, FL 33131-	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Ascendant Commercial Insurance Co.
	<b>INSURER B:</b> Ascendant Commercial Insurance Co.
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**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		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL-548569-0	10/06/2014	10/06/2015	EACH OCCURRENCE	\$ 1,000,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION\$						EACH OCCURRENCE	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC-66589-0	01/12/2015	01/12/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$ 100,000.00
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000.00
							E.L. DISEASE - POLICY LIMIT	\$ 500,000.00

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

**CERTIFICATE HOLDER****CANCELLATION**

BROWARD COUNTY BOARD OF COUNTY COMMISSIONER 115 S Andrews Avenue Fort Lauderdale, FL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Lucia Estrella

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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Freddy Fisikelli, Vice Mayor**  
**Steve Breikreuz, Council Member**  
**Gary Jablonski, Council Member**  
**Doug McKay, Council Member**

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

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andrew D. Berns, Town Administrator

**FROM:** Sandy Luongo  
General Services Manager

**DATE:** January 29, 2015

**SUBJECT: Replacement of Drain Field located at the Fire Station Complex  
17220 Griffin Road: Southwest Ranches, FL 33331**

---

### **Recommendation**

Consideration of approval to replace the drain field located at the Fire Station located on Griffin Road.

### **Strategic Priorities**

D. Improved Infrastructure

### **Background**

The drain field located at the Fire Station has become a health hazard to the firefighters working at the station. The drain field does not drain properly and is leaking raw sewage. It has to be replaced in accordance with State and County guidelines.

On January 13, 2015, Request for Quotes were solicited to determine if the septic tank and/or the drain field required replacement. Four quotes were submitted and each indicated that only the drain-field required replacement.

### **Fiscal Impact/Analysis**

A review of the quotes indicated Lee Lester, Inc. was the lowest, most responsive and responsible bidder. The amount submitted of five thousand five hundred dollars (\$5,500.00) for this project is not budgeted for Fiscal Year 2015.

However, the 2015 budget has allotted fifty thousand dollars (\$50,000.00) for fire-wells replacement, repairs and maintenance; therefore, management recommends a transfer

of \$6,050.00 (\$5,500.00 + \$550.00 10% contingency) of existing funding from our Infrastructure Fire-wells (001-3100-522-63120) account to a new Public Safety Infrastructure account (001-3100-522-63100)

**Staff Contact:**

Sandy Luongo, General Services Manager

Martin Sherwood, Town Financial Administrator

Juanita Romance, Procurement and Special Projects Coordinator

**RESOLUTION NO. 2015 -**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING A QUOTE SUBMITTED BY LEE LESTER, INC. TO REMOVE AND TO REPLACE APPROXIMATELY EIGHT HUNDRED SQUARE FEET OF DRAIN FIELD AT THE SOUTHWEST RANCHES FIRE STATION LOCATED AT 17220 GRIFFIN ROAD, AUTHORIZING THE TRANSFER OF FISCAL YEAR 2014-2015 BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the drain field located at the Southwest Ranches Fire Station at 17220 Griffin Road needs to be replaced; and

**WHEREAS**, the Town sought quotes to remove and to replace the current drain field with 800 square feet of new drain field; and

**WHEREAS**, the Town received four quotes in response to the request; and

**WHEREAS**, Lee Lester, Inc. has provided the lowest-priced responsive and responsible quote of \$5,500; and

**WHEREAS**, Lee Lester, Inc. has provided the lowest-priced responsive and responsible quote of \$5,500; and

**WHEREAS**, the project is not funded in the current fiscal year 2014-2015, however the Town desires to provide funds, in the amount of \$6,050 in the event of a contingency, for this project from existing funding in the Infrastructure Fire-wells (001-3100-522-63120) account to a new Public Safety Infrastructure account (001-3100-522-63100); and

**WHEREAS**, the Town of Southwest Ranches desires to issue a purchase order for this work; and

**WHEREAS**, it is in the public's best interest to replace this drain field.

**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 the quote submitted by Lee Lester, Inc. for \$5,500.00 to remove and to replace approximately eight hundred square feet of drain field at the Southwest Ranches Fire Station.

**Section 3.** The Town Council authorizes the transfer of \$6,050 from the Infrastructure Fire-wells (001-3100-522-63120) account to a new Public Safety Infrastructure account (001-3100-522-63100) to fund this expenditure.

**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 \_\_\_\_\_, 2015 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Nelson \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
McKay \_\_\_\_\_

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

\_\_\_\_\_  
Jeff Nelson, Mayor

Attest:

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

Approved as to Form and Correctness:

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



**Date: January 13, 2015**

**REQUEST FOR QUOTATIONS**

**RFQ No.: 15-101**

**ALL INTERESTED PARTIES:**

Quotes may be submitted to the Procurement Coordinator by hand delivery, or US Mail, at 13400 Griffin Road, Southwest Ranches, FL 33330, Fax at 954-434-1490 or Email [jromance@southwesteranches.org](mailto:jromance@southwesteranches.org) until **5:00 P.M. Wednesday, January 21, 2015**, for:

**“REPAIR/REPLACEMENT OF SEPTIC SYSTEM AND/OR DRAINFIELD  
LOCATED AT THE SOUTHWEST RANCHES FIRE STATION”**

**RFQ No.:15-101**

The project involves assessing the current septic system and drain field at the Southwest Ranches Fire Station located at 17220 Griffin Road; Southwest Ranches, FL 33331. The Town is seeking quotes for repairs and/or replacement of the present septic system and drain field to function properly. Following assessment, respondents are requested to provide the following:

**If replacement of the septic tank is necessary**

- Reason for replacement of septic tank
- Price of furnishing and installing a new unit, including, but not limited to design, permits, construction and inspection.

**If repair of septic tank is necessary**

- Reason for repair of septic tank
- Plans and specifications for repairing septic tank
- Price of repair, including design, permits, construction and inspection.

**If replacement of drain field is necessary**

- Reason for replacement of drain field
- Price of furnishing and installing a new drain field, including, but not limited to design, permits, construction and inspection.

**If repair of drain field is necessary**

- Reason for repair of drain field
- Plans and specifications for repairing drain field
- Price of repair, including design, permits, construction and inspection.

Each submittal shall include: copies of all required licenses, proof of insurance, and the completed attached forms. The Town will make a final decision deemed to be in its best interests, and anticipates the use of a purchase order or written agreement to confirm the terms of the services, and as may be acceptable to the Town. Pursuant to the Town's Procurement Code, this RFQ shall not be deemed a competitive procurement, and there shall be no rights of protest associated with decisions which may be made by the Town.

The Town of Southwest Ranches reserves the right to reject any or all quotes, to waive any informality, non-material irregularity or technicality.

All Quotes or questions concerning this RFQ may be submitted by US Mail, Fax or Emailed to:

Juanita Romance, Procurement Coordinator  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
Phone: 954-434-0008  
Fax: 954-434-1490  
Email: [jromance@southwestranches.org](mailto:jromance@southwestranches.org)

**RESPONSE TO REQUEST FOR QUOTATIONS**

**RFQ NO.: 15-101**

COMPANY NAME: \_\_\_\_\_

OWNER/CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

---

Following assessment, respondents are requested to provide the following:

**If replacement of the septic tank is necessary**

Reason for replacement of septic tank

**ATTACH:** Specifications for repairing septic tank.

Price of furnishing and installing a new unit, including, but not limited to design, permits, construction and inspection.

\$ \_\_\_\_\_

**RESPONSE TO REQUEST FOR QUOTATIONS**

**RFQ NO.: 15-101**

COMPANY NAME: \_\_\_\_\_

OWNER/CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

---

Following assessment, respondents are requested to provide the following:

**If repair of septic tank is necessary**

Reason for repair of septic tank:

**ATTACH:** Plan and specifications for repairing septic tank.

Price of repair, including design, permits, construction and inspection.

\$ \_\_\_\_\_

**RESPONSE TO REQUEST FOR QUOTATIONS**

**RFQ NO.: 15-101**

COMPANY NAME: \_\_\_\_\_

OWNER/CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

---

Following assessment, respondents are requested to provide the following:

**If replacement of drain field is necessary**

Reason for replacement of drain field:

**ATTACH:** Specifications for repairing drain field.

Price of furnishing and installing a new drain field, including, but not limited to design, permits, construction and inspection.

\$ \_\_\_\_\_

**RESPONSE TO REQUEST FOR QUOTATIONS**

**RFQ NO.: 15-101**

COMPANY NAME: \_\_\_\_\_

OWNER/CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

---

Following assessment, respondents are requested to provide the following:

**If repair of drain field is necessary**

Reason for repair of drain field

**ATTACH:** Plans and specifications for repairing drain field

Price of repair, including but not limited to design, permits, construction and inspection.

\$ \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA

**RESPONSE TO REQUEST FOR QUOTATIONS**

**RFQ NO.: 15-101**

COMPANY NAME: LEE LESTER, INC

OWNER/CONTACT NAME: LEE LESTER

ADDRESS: 17570 SW 61 CT

Southwest Ranches

TELEPHONE NUMBER: 954 680-5661 C 954 868-3393

EMAIL ADDRESS: leelesterinc@gmail.com

Following assessment, respondents are requested to provide the following:

If replacement of the septic tank is necessary **NO**

Reason for replacement of septic tank

**ATTACH:** Specifications for repairing septic tank.

Price of furnishing and installing a new unit, including, but not limited to design, permits, construction and inspection.

\$ \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA

**RESPONSE TO REQUEST FOR QUOTATIONS**  
**RFO NO.: 15-101**

COMPANY NAME: LEE LESTER, Inc

OWNER/CONTACT NAME: LEE LESTER

ADDRESS: 17570 SW 61 Ct

Southwest Ranches

TELEPHONE NUMBER: 954-680-5661 C 954 868-3393

EMAIL ADDRESS: leelesterinc@gmail.com

Following assessment, respondents are requested to provide the following:

If repair of septic tank is necessary NO

Reason for repair of septic tank:

**ATTACH:** Plan and specifications for repairing septic tank.

Price of repair, including design, permits, construction and inspection.

\$ \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA

**RESPONSE TO REQUEST FOR QUOTATIONS**

**RFQ NO.: 15-101**

COMPANY NAME: LEE LESTER, Inc

OWNER/CONTACT NAME: LEE LESTER

ADDRESS: 17570 SW 61 Ct  
Southwest Ranches-

TELEPHONE NUMBER: 954-680-5661 C 954 868-3393

EMAIL ADDRESS: leelesterinc@gmail.com

Following assessment, respondents are requested to provide the following:

**If replacement of drain field is necessary**

Reason for replacement of drain field:

Hydraulic Overload

**ATTACH:** Specifications for repairing drain field.

Complete drain field replacement - 800sq ft -  
Per Broward County Specifications

Price of furnishing and installing a new drain field, including, but not limited to design, permits, construction and inspection.

\$ 5,500.00

TOWN OF SOUTHWEST RANCHES, FLORIDA

**RESPONSE TO REQUEST FOR QUOTATIONS**

**RFQ NO.: 15-101**

COMPANY NAME: \_\_\_\_\_

OWNER/CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Following assessment, respondents are requested to provide the following:

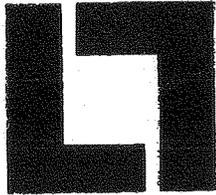
**If repair of drain field is necessary**

Reason for repair of drain field

**ATTACH:** Plans and specifications for repairing drain field

Price of repair, including but not limited to design, permits, construction and inspection.

\$ \_\_\_\_\_



# Lee Lester, Inc.

Septic Systems Installed & Repaired  
 Residential Site Developed  
 Mobil (954) 868-3393  
 Fax (954) 680-6509

Telephone: (954) 680-5661  
 Fax: (954) 680-6509  
 E-mail: leelesterinc@gmail.com

**PROPOSAL**

<u>Proposal Submitted To:</u>	<u>Work To Be Performed At:</u>
NAME: TOWN OF SOUTHWEST RANCHES ATTENTION: JUANITA ROMANCE	FIRE STATION
13400 GRIFFIN ROAD: SOUTHWEST RANCHES FL 33331	SW CORNER OF GRIFFIN ROAD & SW 172 AVENUE SOUTHWEST RANCHES FL 33331
TEL: 954 434-0008 FAX: 954 434-1490	

We hereby propose to furnish the materials and perform the labor necessary for the completion of

FURNISH SEPTIC REPAIR PERMIT.  
 PUMP OUT SEPTIC TANK  
 REPLACE EXISTING DRAIN FIELD WITH NEW  
 800 SQ FT DRAIN FIELD AND 800 SQ FT OF RESERVE AREA INCLUDING ALL APPROVED SAND AND MATERIALS TO COUNTY SPECIFICATIONS:  
 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF FLORIDA DEPARTMENT OF HEALTH.  
 HAUL AWAY EXCESS MATERIAL  
 AFTER INSPECTION WE BACK FILL SYSTEM AND INSTALL SOD OVER SYSTEM.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of **FIFY FIVE HUNDRED Dollars (\$ 5,500.00)**

With payments to be made as follows

**A DEPOSIT OF ONE HALF IS REQUIRED.**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

January 21, 2015

This proposal may be withdrawn by us if not accepted within 60 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Thursday 7:00 PM

January 22, 2015

13400 Griffin Road

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Present:

Mayor Jeff Nelson

Vice Mayor Freddy Fisikelli

Council Member Steve Breitzkreuz

Council Member Gary Jablonski

Council Member Doug McKay

Andrew Berns, Town Administrator

Keith Poliakoff, Town Attorney

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Town Clerk

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 7:16 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Mayor Nelson asked for a moment of silence in honor of Manny Hagen.

Town Financial Administrator Sherwood introduced Richard Strum as the new Controller. Mr. Strum thanked everyone who made him feel welcome and indicated his excitement about the challenges that lie ahead.

**3. Public Comment** – The following members of the public addressed the Town Council: Vince Falletta, Jo Ann Hollingsworth, Barry Neunzig, and John Eastman.

**4. Board Reports** – There were no board reports.

**5. Council Member Comments**

Council Member Breitzkreuz responded to comments made during Public Comments, and indicated response times were greater in the western portions of the Town compared to the East, and felt it was critical to have the Volunteer Fire Rescue Department in place to provide assistance. He was pleased to learn about the developments with the Broadwing site. He addressed concerns raised about speeding and traffic on 188<sup>th</sup> Avenue, and advised on enhancement and enforcement efforts being done to address those concerns. He spoke about the efforts to erect the gate on 190<sup>th</sup> Avenue. He also spoke about the Certified Wildlife Habitat and urged all Council Members to make their homes certified.

Council Member McKay spoke about a conversation he had with Code Enforcement Director Solera related to swales and asked Council Members to consider putting new swale issues on the list of pro-active code enforcement items. He also spoke about the Rolling Oaks Barn Grand Opening that was set for Saturday January 24, 2015.

Vice Mayor Fisikelli addressed comments made during Public Comments concerning the overgrowth of trees along Stirling Road. He felt that the Town should consider giving back Right of Way to the adjacent property owners so that they would maintain the trees. He also spoke

about the plans to relocate the Volunteer Fire Rescue Department to the Broadwing Property, and thought that Town owned property on 190<sup>th</sup> Avenue might be a viable location. He also spoke about a law that would address the problems with the commercial vehicles on 188<sup>th</sup> Avenue. Council Member Breitzkreuz felt this was more of a Code Enforcement issue, rather than a Davie Police issue. Lastly, he provided an update on Country Estates Park.

Council Member Jablonski spoke about the Town's Holiday Lighting Ceremony in front of Town Hall on December 18th and thanked all of those involved in the celebration. In response to Council Member Breitzkreuz, he indicated that his home was already a certified wildlife habitat. Lastly, he reflected on the life and service to the Town of Manny Hagen.

Mayor Nelson also spoke about the upcoming Rolling Oaks Barn Grand Opening. He thanked the Broward County School Board for their offer to donate a trailer to the Town for use by the Volunteer Fire Rescue Department.

## **6. Legal Comments**

Town Attorney Poliakoff congratulated Ruth Wolf on the accomplishment of her 12 year old grandson performing at the Florida Orchestra. He spoke of intended Conflict Mediation with Pembroke Pines over the Franklin Academy proposed school which was denied by the Courts. He also spoke of a meeting held with Broward County which he attended along with Town Administrator Berns. As a result of the court ruling in the CCA case, he argued that if other municipal utilities are not required to provide service to potential users outside their service area, then the County could not require residents connect to a municipal service that may not be available to them. He further advised the County has preliminarily agreed that the County Code is not applicable to the entire Town of Southwest Ranches, and will therefore no longer require testing of wells and connection to municipal water and sewer service providers.

Lastly, he advised the Town Council that Summary Judgment had been filed by the Town in the case against Pembroke Pines. He felt that the motion would be heard in March. He also provided some background on the development of the Rolling Oaks Barn project.

## **7. Administration Comments**

Town Administrator Berns spoke about his first interaction with Manny Hagen. He asked for Council approval for a minor change to the Advisory Board Policy which had been approved by resolution in December. Council agreed with the modification. He also advised what was planned for the Rolling Oaks Barn Grand Opening

Lastly, he reminded Council that when he interviewed to become the Town Administrator one of the items stressed by the Council as a benchmark for a successful Administrator was to find the money, and complete the construction of the Rolling Oaks Barn. He was proud to say it was complete and looked forward to its Grand Opening.

**8. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR \$478,000 TO COMPLETE THE GUARDRAIL IMPROVEMENTS ALONG STIRLING ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION.

**9. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW THE TOWN'S ENTRANCEWAY SIGNS TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION AS AMENDED.

**10. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR \$243,000 TO EXTEND SW 190TH AVENUE FROM 49TH STREET TO GRIFFIN ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION.

**11. Discussion** – Town Administrator/ Town Financial Administrator Annual Review

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

**MOTION:** TO EXTEND THE CONTRACT OF TOWN ADMINISTRATOR BERNS FOR AN ADDITIONAL 2 YEARS, INCREASE THE BASE SALARY \$10,000 RETROACTIVE TO JANUARY 1, 2015, WITH THE PROVISO THAT IF HE LEAVES PRIOR TO THE CONCLUSION OF THE TERM THE

INCREASE WOULD BE REPAID TO THE TOWN, AND INCREASE THE TOWN’S RETIREMENT CONTRIBUTION TO 7%.

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

**MOTION:** TO EXTEND THE CONTRACT OF TOWN FINANCIAL ADMINISTRATOR SHERWOOD FOR AN ADDITIONAL 2 YEARS, INCREASE THE BASE SALARY \$10,000 RETROACTIVE TO JANUARY 1, 2015, WITH THE PROVISIO THAT IF HE LEAVES PRIOR TO THE CONCLUSION OF THE TERM THE INCREASE WOULD BE REPAID TO THE TOWN, AND INCREASE THE TOWN’S RETIREMENT CONTRIBUTION TO 7%.

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

**MOTION:** TO PROMOTE TOWN CLERK MUÑIZ TO THE POSITION OF ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, INCREASE THE BASE SALARY \$10,500 RETROACTIVE TO JANUARY 1, 2015, AND INCREASE THE TOWN’S RETIREMENT CONTRIBUTION TO 7%.

**12. Approval of Minutes**

**a. Minutes for December 11, 2014 – Regular Council Meeting**

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

**MOTION:** TO APPROVE THE MINUTES.

**Adjournment –** Meeting was adjourned at 9:06 p.m.

*Respectfully submitted:*

\_\_\_\_\_  
*Russell Muñiz, MMC, Town Clerk*

*Adopted by the Town Council on this 12<sup>th</sup> day of February, 2015.*

\_\_\_\_\_  
*Jeff Nelson, 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.