



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of July 14, 2016

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

<u>Mayor</u> Jeff Nelson	<u>Town Council</u> Steve Breitkreuz Freddy Fisikelli Gary Jablonski	<u>Town Administrator</u> Andrew D. Berns <u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, 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. Public Comment

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

### 4. Board Reports

### 5. Council Member Comments

### 6. Legal Comments

### 7. Administration Comments

### Resolutions

8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF FORTY THOUSAND NINE HUNDRED THIRTY SIX DOLLARS AND EIGHTY SIX CENTS (\$40,936.86) WITH AMROAD LLC, TO COMPLETE THE STIRLING ROAD STRIPING AND SIGNAGE PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING USAGE POLICIES FOR THE ROLLING OAKS PARK; GOVERNING RENTAL USE OF THE

**EXTERIOR AREAS, MEETING ROOM AND COMMUNITY ROOM;  
ESTABLISHING A FEE SCHEDULE INCLUDING RENTAL OF EXTERIOR  
AREAS AND ATTENDANT FEES; AND PROVIDING AN EFFECTIVE DATE.**

**10. Approval of Minutes**

- a. June 9, 2016 Regular Meeting**
- b. June 23, 2016 Regular Meeting**

**11. Adjournment**

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



**Town of Southwest Ranches**  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628  
  
(954) 434-0008 Town Hall  
(954) 434-1490 Fax

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

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**

**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Nelson and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Rod Ley  
**DATE:** 6/20/2016  
**SUBJECT:** Stirling Road Striping and Markers

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### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with Amroad LLC to complete the Stirling Road Striping and Signage project.

### **Strategic Priorities**

A. Sound Governance

D. Improved Infrastructure

### **Background**

On May 2, 2016, the Town advertised Invitation for Bid (IFB) 16-005 for the Stirling Road Striping and Signage project. On June 17, 2016, the Town received two (2) responses:

<b>Proposer</b>	<b>Amount</b>
Amroad LLC	\$40,936.86
Weekley Asphalt Paving	\$58,228.10

After reviewing the bids, it was determined that Amroad LLC was the lowest responsive and responsible bidder that met the requirements of the IFB

## **Fiscal Impact/Analysis**

The Town budgeted \$130,000 in total for this project and therefore has more than sufficient funds available to commit to this agreement in Fiscal Year 2016. Municipal Transportation Fund Expenditures account #101-5100-541-63360.

## **Staff Contact:**

Rod Ley, PE, LEED AP, CPESC  
Town Engineer

## **ATTACHMENTS:**

Description	Upload Date	Type
Amroad LLC Reso	7/8/2016	Resolution
Agreement	6/20/2016	Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF FORTY THOUSAND NINE HUNDRED THIRTY SIX DOLLARS AND EIGHTY SIX CENTS (\$40,936.86) WITH AMROAD LLC, TO COMPLETE THE STIRLING ROAD STRIPING AND SIGNAGE PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town held several public workshops with the community to address ongoing resident concerns relating to speeding and traffic volume; and

**WHEREAS**, the Town hired a Traffic Engineering Consultant to evaluate and to make recommendations on the road and traffic conditions along Stirling Road; and

**WHEREAS**, this project is specifically named in the FY 2015-2016 Town Budget; and

**WHEREAS**, the Town budgeted \$130,000 for Infrastructure Striping / Markers in the Municipal Transportation Fund Expenditures (101-5100-541-63360) account; and

**WHEREAS**, On May 2, 2016, the Town advertised Invitation for Bid (IFB) 16-005 for the Stirling Road Striping and Signage Project; and

**WHEREAS**, on June 17, 2016, the Town received two (2) responses; and

**WHEREAS**, after reviewing the bids, it was determined that Amroad LLC was the lowest responsive and responsible bidder that met the requirements of the IFB; and

**WHEREAS**, Amroad LLC's bid tabulation, as the lowest responsive and responsible bidder, came in at \$40,936.86; and

**WHEREAS**, the project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project; and

**WHEREAS**, it has been determined to be in the public's best interest to award the bid to Amroad LLC; and

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

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

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

**Section 2.** The Town Council hereby approves an Agreement in the amount of Forty Thousand Nine Hundred Thirty Six Dollars and Eighty Six Cents (\$40,936.86) with Amroad LLC to provide the striping and signage for the Traffic Calming Improvement Project located on Stirling Road, as outlined in IFB 16-005, in accordance with the terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "A", which is incorporated herein by reference.

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

**[Signatures On Next Page]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

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Jeff Nelson, Mayor

Attest:

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Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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Keith Poliakoff, Town Attorney

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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**EXHIBIT "A"**  
**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**AMROAD, LLC**  
**FOR**

Stirling Road Striping and Signage

IFB No. 16-005

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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AGREEMENT FOR  
**STIRLING ROAD STRIPING AND SIGNAGE**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this \_\_\_\_\_ day of June, 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Amroad, LLC (hereinafter referred to as “Contractor”).

**WHEREAS**, the Town desires to provide striping and signage on Stirling Road (“Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 16-005 on May 2, 2016 (“IFB”); and

**WHEREAS**, two (2) bids were received by the Town on June 17, 2016; and

**WHEREAS**, the Town has adopted Resolution No. 2016- \_\_\_\_\_ at a public meeting of the Town

Council approving the recommended award and has selected Amroad, LLC for award of the Project.

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

**Section 1: Scope of Services**

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

By submitting its Bid and entering into this Agreement, Contractor represents that it has

**TOWN OF SOUTHWEST RANCHES, FLORIDA**  
**SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE**  
**IFB No. 16-005**

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visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attendant to the execution of the Work and such existing site and other conditions have been accounted for within the Contract Price (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).

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

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

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for the Stirling Road Striping and Signage.
- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within forty-five (45) calendar days beginning on the effective date of the Notice to Proceed(which shall not be prior to issuance of the building permit for the Work), subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
  - (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
  - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
  - (iii) All Work (other than punchlist work) has been completed; and
  - (iv) The Town's engineer of record for the Project, Stirling Road Striping and Signage, has issued its written acceptance of the Work performed by

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

- 2.4.2 Given that the parties agree that time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

**Liquidated Damages** (“LD’s”) – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **45 days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that an act of God, or act or omission on the part of the Town, or additional out of scope work is authorized by the Town in accordance with a properly executed Change Order, and such act or omission or work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

Contractor shall achieve final completion of the Work within fifteen (15) days after the date of Substantial Completion or no later than sixty (60) days from the issuance of the Notice to Proceed (“Final Completion Date”). Final Completion Date is defined as the date of the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;

**TOWN OF SOUTHWEST RANCHES, FLORIDA**  
**SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE**  
**IFB No. 16-005**

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

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

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of \$40,936.86 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4. Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5. A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will

**TOWN OF SOUTHWEST RANCHES, FLORIDA**  
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make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due, including but not limited to liquidated damages due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

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

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

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

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

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

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of A or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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insured:

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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit to Town the required insurance documents in the manner prescribed herein and in the ITB at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
  - A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
  - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
  - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage

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shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. **ENVIRONMENTAL POLLUTION INSURANCE:**

The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

### **Section 7: Copyrights and Patent Rights**

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement; and Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

### **Section 8: Laws and Regulations**

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

### **Section 9: Taxes and Costs**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
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### **Section 10: Indemnification**

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

### **Section 11: Non-discrimination**

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

### **Section 12: Sovereign Immunity**

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

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

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

### **Section 14: No Third Party Beneficiaries**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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### **Section 15: Funding**

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

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

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

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

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

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

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

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

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

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

#### **Section 18: Termination**

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained due to the termination up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's

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right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards applicable to the Work, failure to carry out the Work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of local, state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section 18.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement or other funding source applicable become unavailable, Town may provide Contractor with seven (7) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section 18.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
  2. Contractor's insolvency, bankruptcy or receivership;
  3. Contractor's violation or non-compliance with Section 11 of this Agreement;
  4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
  5. Contractor's violation of Section 19 of this Agreement.

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

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a

**TOWN OF SOUTHWEST RANCHES, FLORIDA**  
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contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

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

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

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

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

**Section 22: No Waiver of Rights**

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

**Section 23: Jurisdiction and Venue**

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

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

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

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**Section 25: Gender**

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

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

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

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

**Section 30: Severability**

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

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. The parties further agree that as a condition precedent to litigation of any claims arising out of or relating to this Agreement, the parties shall engage in pre-suit mediation before an agreed upon mediator and

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the parties shall split the costs equally of the mediation. If the parties cannot agree to a mediator, the parties agree conduct mediation in accordance with the American Arbitration Association, with the Construction Industry Mediation Procedures applicable thereto. The venue for any mediation shall be in Broward County, Florida. If litigation is initiated by either party without complying with the mediation requirements herein, the parties agree that such litigation shall be stayed pending compliance. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

**Section 32: Notice**

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

If to Town:

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

With a copy to:

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

If to Contractor:

Amroad, LLC  
Attn: Carlos Montecalvo  
3975 Penbroke Road  
Hollywood, FL 33021

**Section 33: Miscellaneous**

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

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

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

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

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

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proceeding.

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

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

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SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 2016.

**WITNESSES:**

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**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_(title)  
\_\_\_\_ day of \_\_\_\_\_ 2016

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Jeff Nelson, Mayor

\_\_\_\_ day of \_\_\_\_\_ 2016

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator

\_\_\_\_ day of \_\_\_\_\_ 2016

**ATTEST:**

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Russell Muñiz, MMC, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

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Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA  
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**Exhibit 1**

Amroad, LLC's Bid response

## TOWN OF SOUTHWEST RANCHES



### INVITATION FOR BIDS

#### STIRLING ROAD STRIPING AND SIGNAGE

**IFB No. 16-005**

Date: May 2, 2016

**TOWN OF SOUTHWEST RANCHES, FLORIDA**  
**SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE**  
**IFB No. 16-005**

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**TOWN OFFICIALS**

Jeff Nelson, Mayor

Doug McKay, Vice Mayor

Steve Breitkreuz, Council Member

Freddy Fisikelli, Council Member

Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith M. Poliakoff, Town Attorney

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**EXHIBITS**

**EXHIBIT "A" AGREEMENT FORM – TO BE EXECUTED AFTER AWARD OF CONTRACT**

**EXHIBIT "B" – DRAWINGS AND / OR SPECIFICATIONS FROM WINNINGHAM & FRADLEY DATED FEBRUARY  
2016**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
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**CONTRACT DATA**

Contract Title: Stirling Road Striping and Signage

Contract Number: IFB No.: 16-005

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road  
Southwest Ranches, FL 33330

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

Designated Contract Manager:  
Rod Ley, Town Engineer  
13400 Griffin Road  
Southwest Ranches, FL 33330  
Phone: 954-434-0008  
Fax: 954-434-1490

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**Date:** May 2, 2016

**PUBLIC NOTICE OF INVITATION FOR BIDS (IFB)**

The Town of Southwest Ranches, Florida, hereinafter referred to as Town, will receive sealed Bids at the Office of Dawn Mehler, Procurement Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 11:00 AM, Friday, June 17, 2016 at which time they will be publically opened and read for:

**“IFB No.: 16-005, Stirling Road Striping and Signage”**

The project includes, but is not limited to, removal of existing pavement markings, installation of thermoplastic striping, installation of signage, maintenance of traffic, and mobilization and demobilization. The Contractor shall furnish all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable from the Contract Documents for completion of the Project.

A mandatory Pre-Bid Meeting is scheduled for 11:00 AM, Thursday, June 2, 2016 at the Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330.

The awarded contractor will be required to execute a contract with the Town of Southwest Ranches.

Bids must be accompanied by a Cashier's Check or Bid Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base bid as a guarantee that in the event the contract is awarded to the Bidder, they will promptly enter into a contract, furnish the required Payment Bond, Performance Bond and Insurance Certificates as required by the terms of this Invitation for Bids. It is anticipated that bids will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on the above referenced date. Any bid(s) delivered or received after 11:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

**In accordance with Florida Statutes, Section 119.071(1)(b)(2), bids are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.**

The Town reserves the right to reject all or any portions of any bid, to reject all bids, to waive any informality, non-material irregularity or technicality in any bid, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interest of the Town.

Questions concerning this IFB should be sent via **facsimile or emailed to:**

Dawn Mehler, Procurement Officer Phone: 954-434-0008

Fax Number: 954-434-1490

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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## **INSTRUCTIONS TO BIDDERS**

The Town desires to select a contractor to enter into a contract for the purpose of striping and signage of designated portions of Stirling Road, located in Southwest Ranches, FL.

The Town intends to award a contract to the lowest, responsive and responsible bidder whose bid meets the requirements of this IFB, and in accordance with the Town's Procurement Code.

Bid packages can be obtained through Onvia/DemandStar, downloaded from the Southwest Ranches website at: <http://www.southwestranches.org/procurement/> or by contacting Dawn Mehler, Procurement Officer, by email at [dmehler@southwestranches.org](mailto:dmehler@southwestranches.org) or calling 954-434-0008.

### **1. COPIES OF SUBMISSION**

Sealed bids clearly marked "**IFB No.: 16-005 Stirling Road Striping and Signage**" must be received by the Procurement Officer either by mail or hand delivery, no later than **11:00 a.m. local time, Friday, June 17, 2016**. These bids will include one unbound original, four (4) bound copies, and one compact disk of the entire Bid, Bid Form and required submittal documents in PDF format. A public opening will take place at 11:00 a.m. in the Town's main conference room located at Town Hall on the same date.

The identity of the bidders and respective total bid price shall be read aloud. However, neither the bids nor information set forth therein shall be made public until the time of a notice of an "Intended Award" or 30 days from the Bid Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119. *Where applicable*, however, the Town shall also announce the price submitted in the bids pursuant to Florida Statutes, Section 255.0518.

Facsimile or email submittals will not be accepted. Bids delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is delivered or received will be resolved against the Bidder.

### **2. ADDENDA OR ADDITIONAL INFORMATION**

Any questions or requests for clarifications concerning this IFB shall be submitted in writing by facsimile or E-mail and directed to Ms. Dawn Mehler, Procurement Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: [dmehler@southwestranches.org](mailto:dmehler@southwestranches.org). The IFB number and title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than seven (7) calendar days prior to the scheduled bid opening date but no later than noon.** All responses to questions/clarifications, if deemed necessary by the Town, will be posted on the Town Website at <http://www.southwestranches.org/procurement/> or through DemandStar. No questions will be received verbally, and/or, after the deadline. Bidders are hereby notified that a "Cone of Silence" is hereby imposed from the date of advertising and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award. A Bidder who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

### **3. SECURITY AND BONDING REQUIREMENTS:**

#### **i. BID SECURITY**

Simultaneous with the delivery of an executed Bid to the Town, Bidders shall furnish a Bid Security in an amount equal to five percent (5%) of the total base bid price. The Bid Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's Check payable to the Town of

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Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit in a form acceptable to Town. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Bid Security with the Bid at the time of Bid opening shall automatically disqualify the bidder as non-responsive.

**ii. PERFORMANCE AND PAYMENT BONDS**

Simultaneous with the delivery of the executed contract form, the Contractor shall furnish to the Town executed Performance and Payment Bonds each in the amount equal to one hundred percent (100%) of the Contract value, as security for the faithful and timely performance of the Work under the Contract and for the payment of all persons furnishing labor, materials, services and/or equipment in connection with the Work. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants (as defined by section 713.01, Florida Statutes) for all labor, materials, services, and/or equipment used directly or indirectly, or reasonably required for use in the performance of the contract, and shall fully indemnify and save harmless the Town and its agents for all costs and damages it may suffer by reason of Contractor's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Bonds shall be in a form acceptable to the Town and as prescribed by section 255.05, Florida Statutes.

**iii. QUALIFICATIONS OF SURETY**

Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and the Bidder shall provide satisfactory evidence to document such fulfillment:

- A. The surety company is licensed to do business in the State of Florida.
- B. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
- C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time that this Invitation for Bids was issued.
- D. The surety company is otherwise in compliance with the provision of the Florida Insurance Code.
- E. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
- F. Each bond shall contain all provisions required by §255.05, Florida Statutes.
- G. Each bond shall be issued by a Florida agent.

**iv. DURATION OF BONDS**

The Performance Bond shall guarantee all work and materials furnished under the contract including losses resulting from defects, including latent defects, in the materials or improper performance of Work under the Contract that may appear or be discovered during performance of the Work or for a period of up to one (1) year after completion of construction of all work performed pursuant to the Contract. The Performance Bond shall cover latent defects for the following periods of time: as to Contractor, for the periods of time set forth in section 95.11(3)(c), Florida Statutes; as to the surety, for the period of five (5) years from the completion of the work required by the contract and acceptance by the Town. The Payment Bond shall stay in effect until the time required by section 255.05, Florida Statutes, for the making of claims under such Bond, or when all claimants submitting claims have been paid, whichever is later.

**v. NON-COMPLIANCE**

An awarded bidder's failure to timely deliver an executed Contract, Performance Bond, Payment Bond, and Insurance Certificates in forms acceptable to the Town shall result in the cancellation of any Contract and the bidder's forfeiture of any and all bid securities.

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**4. BIDDER WARRANTY**

Bidder's prices shall be firm for a period of at least ninety (90) days from the time of bid submission through the date of contract award. Upon entering into a contract with Town, Bidder's prices shall be firm for the duration of the contract, and shall not be subject to price escalation or increase for any reason whatsoever without the express written consent from Town and with the same formality and of equal dignity associated with the original execution of the Contract.

**5. GUARANTEES**

No guarantee or warranty is given or implied by the Town as to a minimum or total amount of services that may or may not be purchased from any resulting contract or award. The quantities and frequencies provided herein 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.

**6. BID WITHDRAWAL**

Any Bidder may withdraw its bid prior to opening of bids by providing a written notice to the Town. After bids are opened, they shall be irrevocable for a period of ninety (90) days. Bidders who unilaterally withdraw a bid without permission of the Town before 90 days have elapsed from the date of the opening of bids may be debarred and are subject to forfeiture of the Bid Security.

**7. CONE OF SILENCE**

A Cone of Silence is hereby imposed and made applicable to this IFB, and in accordance with the Town's Procurement Code. The Cone of Silence shall become effective from the time this IFB is advertised, and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award, rejects all responses, or takes other action which ends the IFB process. During the effective time period of the Cone of Silence, any person or entity which submits a bid/response, or that will be subject to evaluation under the terms of this IFB, shall not have any communication with the members of the Town Council relative to this IFB, except as may be permitted or required during public meetings of the Town Council. **NOTE:** A Bidder who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

A "Cone of Silence" means a prohibition on any communication regarding a particular request for proposal, request for qualification or invitation to bid, and as set forth in the Town's Procurement Code.

**8. NOTICE TO PROCEED**

After execution of the Contract, the Town anticipates issuance of a Notice to Proceed or other written work authorization to the Contractor, or as otherwise set forth in the Contract. Contractor shall be required to attend a pre-construction meeting. The date, time and place of the meeting will be set by the Town. A Notice to Proceed may be issued at the pre-construction meeting once all permits are received.

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Contractor shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until Contractor submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. The receipt of all necessary building and regulatory permits by Contractor, if any, is a condition precedent to the issuance of a Notice to Proceed. Contractor warrants to the Town that it shall expeditiously apply for all building permits and shall thereafter, diligently and continuously perform such Work to achieve Substantial and Final Completion, within the times set forth in the Contract Documents, with time being of the essence. To the extent set forth in the Contract, the Town may, in its sole discretion, impose liquidated damages for failure to complete the Work within the time required.

Contractor shall furnish sufficient forces and equipment and shall Work such hours, including overtime operations, as may be necessary to timely perform the Work in accordance with the schedules submitted by Contractor to the Town for its approval. If Contractor falls behind the progress schedule, Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of Work within the project limits as may be required, at no additional cost to the Town.

**9. EQUAL EMPLOYMENT OPPORTUNITY/COMPLIANCE WITH GRANT TERMS**

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**10. PUBLIC ENTITY CRIMES**

Pursuant to the provisions of section 287.133(2)(a), Florida Statutes -"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list".

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**11. CONFLICT OF INTEREST**

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

**12. TAXES**

To the fullest extent provided by Florida law, Bidders should not include taxes in bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

**13. SUBMISSION OF BIDS**

It is the responsibility of the Bidder to ensure that the Bid reaches the Office of the Procurement and Special Projects Coordinator on or before the closing hour and date shown on the public notice of Invitation for Bid. The Town is not responsible for the Bidder's costs associated with preparation of the bid or proposal.

**14. BID FORMS**

Bidders must use the Bid form(s) furnished by the Town. Failure to do so may cause the Bid to be rejected. Removal or replacement of any of the Bid documents may invalidate the Bid. Also, Bids having an erasure or corrections must be initialed by the bidder in ink. Bids shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A bid submission in pencil will not be accepted.

**15. MISTAKE**

If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the Bidder from performance of the Contract, if awarded, at the Bid price.

**16. DELIVERY**

All delivery costs and charges for materials shall be included in the Bid price. Delivery shall be freight on board (F.O.B.) to the project site in the Town of Southwest Ranches, Florida.

**17. LIABILITY, INSURANCE, LICENSING & PERMITS**

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Bidder (or his agents) or any person or subcontractor the bidder utilizes in the completion of his contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

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The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements. Prior to award and in any event prior to commencing Work, the Successful Bidder/Proposer shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

**A. WORKER'S COMPENSATION**

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall carry business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

**C. COMMERCIAL GENERAL LIABILITY:**

Contractor shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

**D. ENVIRONMENTAL POLLUTION INSURANCE:**

The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

**All insurance policies shall name and endorse the following as additional named insureds:**

TOWN OF SOUTHWEST RANCHES  
Attn: Andrew D. Berns, Town Administrator.  
13400 Griffin Road.  
Southwest Ranches, FL 33330

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All insurance shall be issued by companies rated "A" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

**Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.**

\*\* Bidders are required to fill out the attached list identifying all claims within the last ten (10) years against their company including their liability insurance coverage. This information must be provided by and signed by the agent of the insurance carrier. If no claims within that time period exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Bid award within thirty (30) days of awarding. The Bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a bid protest or sue the Town by virtue of such cancellation or rescission.

#### **18. AWARD OF CONTRACT**

The Town reserves the right to accept or reject any and/or all Bids or parts of bids, to waive any informality, irregularities or technicalities, to re-advertise for Bids, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications. Final determination and award of Contract shall be made by the Town Council.

After opening of bids, the Town will look for any unbalanced bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award a Contract to the lowest, responsive and responsible Bidder in accordance with the terms of this IFB and the Town's Procurement Code.

In the award of a Contract pursuant to this IFB, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

#### **19. BID CONSIDERATIONS**

The Town, at its discretion, reserves the right to inspect any/all Bidder's facilities to determine their capability of meeting the requirements for this IFB and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Bidder, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

#### **20. ASSIGNMENT**

This IFB and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor and may not, either directly or indirectly, assign its rights or

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delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

**21. DISPUTES**

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this IFB. Any default under this IFB shall subject Bidder to liability for any and all damages to Town caused thereby. Bidder agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

**22. CANCELLATION**

Failure on the part of the awarded Bidder to comply with the terms of this IFB and to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Bid security. In that event, the Town may proceed to award the Contract to the next lowest, responsive and responsible bidder, or to re-advertise the project, and in its sole discretion whenever deemed in the best interests of the Town.

**23. RELATION TO PARTIES**

It is understood and agreed that nothing contained in this IFB or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

**24. COMPLIANCE WITH LAW**

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this IFB and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

**25. WAIVER OF LIABILITY**

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

**26. INDEMNIFICATION**

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

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**27. SECONDARY/OTHER VENDORS**

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the this IFB or any Contract awarded.

**28. DEFAULT PROVISION**

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Bidder or Contractor responsible for any excess costs occasioned or incurred thereby. Unless otherwise required by law the Town shall not be required to procure such articles or services through competitive solicitation, nor shall the Town be required to utilize the lowest priced vendor.

**29. GOVERNING LAW**

The validity of this IFB and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this IFB or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

**30. REMEDIES FOR BREACH**

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform and Contractor shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

**31. WRITTEN CONTRACT**

The successful Bidder shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this IFB, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this IFB. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council. The successful Bidder further understands and agrees that before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall provide to the Town a certified copy of the recorded Payment Bond required hereunder; and that notwithstanding the terms of the Contract or any other law governing prompt payment for construction services to the contrary, the Town shall not be obligated to make any payment to the Contractor until the Contractor has recorded the Payment Bond and provided the Town with a certified copy, as required by section 255.05(1)(b), Florida Statutes.

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### **32. PUBLIC RECORDS LAW**

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

Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

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## GENERAL CONDITIONS

### A. DEFINITIONS

**Contract:** The written agreement between Town and Bidder whose bid has been accepted, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

**Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

**Bid:** The offer or proposal of a bidder submitted on the prescribed form(s) and including all information and submission required by the IFB.

**Bonds:** Bid, performance and payment bonds and other instruments of security.

**Change Order:** A document which is signed by Contractor and Town and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

**Construction Change Directive:** A document which is signed by the Town which directs the Contractor to proceed with revised or changed Work, where the Town and Contractor cannot agree on an adjustment in the Contract Price or the Contract Time, or both, issued on or after the Effective Date of the Contract. The subject of a Construction Change Directive may be the basis for a Change Order if later agreed to by the Town and Contractor.

**Contract Documents:** The Contract, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid), the Bonds, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this IFB, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

**Contract Price:** The monies payable by Town to the Contractor under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

**Contractor:** The person, firm or corporation with whom Town has entered into the Contract with for performance of the Work.

**Day:** Shall mean calendar day, unless otherwise specified.

**Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, building code(s), test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

**Effective Date of the Contract:** The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver, subject to formal acceptance by the Town Council.

**Final Completion:** This term shall mean that point at which, as certified in writing by the Town Engineer or other person designated in the Contract, the Project is at a level of final completion in strict compliance with the Contract, and that Contractor has furnished all Project-close out documentation

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IFB No. 16-005

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including, but not limited to, final lien waivers from Contractor and all lower-tiered subcontractors and suppliers, consent of surety (if required), written warranties and guarantees, written O&M Manuals, Record as-built drawings, all as required by the Contract Documents.

**Project:** The whole or any part of the total construction of the Work to be provided under this IFB and the Contract Documents.

**Substantial Completion:** This term shall mean that point at which, as certified in writing by the Town Engineer or other person designated in the Contract, the Project is at a level of completion in strict compliance with the Contract such that the Town or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose, and as defined in the Contract Documents. However, partial use or occupancy of the Project shall not necessarily result in the Project being deemed substantially complete, and such partial use or occupancy shall not necessarily be evidence of Substantial Completion.

**Town:** The Town of Southwest Ranches, Florida.

**Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents or reasonably inferable therefrom. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## B. PRELIMINARY MATTERS

### Upon completion of Construction

The Contractor shall notify and request Town for a substantial or final completion inspection. Payment to Contractor will be dependent upon satisfactory completion of the Work and in strict accordance with the Contract Documents.

## C. CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, or to any permits and conditions thereof, whether such reference by specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated. Clarifications and interpretations of the Contract Documents may be issued by the Town.

If before or during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Town in writing at once, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected thereby. Failure to obtain such written interpretation or clarification before proceeding with the Work affected thereby shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation or time, or both, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

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**Amending and Supplementing Contract Documents**

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof as outlined in this section, Item G – “Changes in the Work”, and pursuant to the Contract.

**D. PHYSICAL CONDITIONS**

The Town shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Bid, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Bid.

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 2, Item G – “Changes in the Work”.

Contractor shall have full responsibility for reviewing and checking all information and data, for locating all Underground Facilities, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in chapter 556, Florida Statutes, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

**E. INSURANCE AND BONDS**

Throughout the term of the Contract and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this IFB. Also, the Contractor shall provide separate Payment and Performance Bonds for the Project that in all respects comply with (a) the requirements and forms set forth in Florida Statutes, Section 255.05 and (b) the terms of this IFB regarding the amount, duration and recording requirements.

**F. CONTRACTOR'S RESPONSIBILITIES**

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

Contractor shall keep on the Project site at all times during the progress of the Work a competent resident superintendent and shall supply competent, suitably qualified personnel to perform construction as required by the Contract Documents. For purposes of communicating the Town's needs, the resident superintendent must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

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The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA safety requirements while performing the Work. As a minimum, all personnel performing the work subject to this IFB and any Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Bidder intends to use sub-contractors to perform any work pursuant to this IFB, these sub-contractors are subject to prior approval by Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Project site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation, replacement or improvement in the course of construction.

As set forth in the terms of this IFB, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Bid price.

#### **G. CHANGES IN THE WORK**

Without invalidating the Contract and without notice to any surety, the Town may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a written Change Order or written Construction Change Directive. Upon receipt of a Change Order or written Construction Change Directive, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

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**Change Orders and Construction Change Directives**

The Town and Contractor shall execute appropriate Change Orders or Construction Change Directives covering changes in the Work which are ordered by the Town which may include: **1)** additions, deletions or revisions to the scope of services; **2)** acceptance of defective Work under this section, Item I – “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”; or **3)** correcting defective Work under this section, Item I – “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”.

**Surety**

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor’s responsibility, and the amount of each applicable Bond may be adjusted accordingly.

**H. CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME**

The Bid price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Bid and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimated based on the scope of the project. Unless authorized by the Town by Change Order or Construction Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Bid and Proposal Form and Contract.

**Change Order**

The Contract or Contract Time may only be changed by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice by the Contractor delivered promptly to the Town (but in no event later than seven (7) days) after the acknowledgement or occurrence of the event giving rise to the claim and stating the general nature of the claim). Within fourteen (14) days thereafter, notice of the amount of the claim with all supporting data shall cover all amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price or Contract Time shall be determined by: **1)** mutual acceptance of a lump sum (which may include an allowance for overhead and profit) or **2)** by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town shall decide, in its sole discretion, whether to issue and agree to a Change Order, and verbal representations or instructions may not be relied upon by the Contractor.

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**Unit Prices**

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item times the estimated quantity of each item. The estimated quantities of items are not guaranteed.

Each unit price will be determined to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

**I. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

In addition to any manufacturer's warranties, Contractor warrants and guarantees to the Town that all work will be in strict accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided below.

**Owner May Stop the Work**

If the Work is defective or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will strictly conform to the Contract Documents, Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of Town to stop the Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

**Correction or Removal of Defective Work**

If required by Town, Contractor shall promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Town, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

**One Year Correction Period**

In the event any work is found to be defective within one year after the date of Final Completion, Contractor shall promptly, without cost to Town and in accordance with Town's written instructions, either correct such defective Work, or, if it has been rejected by Town, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be promptly paid by Contractor. Nothing in this IFB or the Contract shall be construed as a limitation on any right or remedy for breach of the Contract or defects in the Work. All rights set forth herein and in the Contract shall be deemed cumulative and in addition to any rights or remedies which may be afforded by Florida law.

**Acceptance of Defective Work**

If, instead of requiring correction or removal and replacement of defective Work, the Town prefers to accept it, the Town may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

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If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, Town may make a claim therefore as provided in this section, Item H – “Change in the Contract Price or Contract Time”. If the acceptance occurs after final payment, an appropriate amount and consistent with the above will be paid by Contractor to Town promptly upon requests.

**Town may Correct Defective Work; Chapter 558, F.S. Not Applicable.**

If Contractor fails within a reasonable time, as determined by the Town, after written notice by the Town, to proceed to correct defective Work or to remove and replace rejected Work as required by Town, or if Contractor fails to perform the Work in strict accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Town may, after seven (7) day's written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously and shall not be required to utilize the lowest priced vendor. Further, unless otherwise required by law, the Town shall not be required to engage in competitive solicitation. To the extent necessary to complete corrective and remedial action, Town may exclude Contractor from all or part of the site, take possession of all or part of the Work, suspend Contractor's services related thereto, and take possession of Contractor's tools, appliances, construction equipment, and machinery at the site and incorporate in the Work all materials and equipment stored at the site. Contractor shall allow Town and its representatives, agents and employees such access to the site and Contractor's tools, appliances, construction equipment and machinery as may be necessary to enable Town to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Town in exercising such rights and remedies will be charged against Contractor in a Change Order that incorporates the necessary revisions in the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in this section, Item H – “Change in the Contract Price or Contract Time” against Contractor and its surety without prejudice to any other right or remedies available to Town and regardless of whether or not the Contract is terminated. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, including paralegals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Notwithstanding the requirements of any bond to the contrary, Contractor and its surety remain liable for all costs and charges in accordance with this paragraph regardless of whether Contractor is terminated.

**Chapter 558, F.S. Does Not Apply:** The Contractor and the Town understand and agree that chapter 558, Florida Statutes (Construction Defects), shall not apply to the Contract or claims, if any, by the Town arising out of or relating to this IFB or the Contract. The Contractor and the Town further hereby agree to “opt out” of the procedures set forth at chapter 558, Florida Statutes.

**J. PAYMENT**

The payment to Contractor is for all materials, labor, services, equipment and all else necessary or reasonably inferable to construct and fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted prices stipulated in the Bid and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Bid Proposal Form.

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In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this IFB and the Contract, and with the same formality and of equal dignity associated with the original execution of the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay said invoice, or such undisputed portion as Town shall determine in its sole discretion.

The Town shall pay the Contract Price to the Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payments may be submitted by Contractor to the Town for partial completion of the Work, but no more than once monthly, for the period ending at end of the month. Each payment request must be accompanied by all necessary supporting information and documentation. Subject to the provisions of section 218.735, Florida Statutes, each progress payment shall be reduced by ten (10) percent for retainage. The final retainage will be released after Final Completion of the Project, and after Town's receipt of acceptable reports and other Project-close out documentation required by the Contract Documents, including but not limited to certification of Contractor's payment to all lower-tiered subcontractors and suppliers providing labor, materials or services on the Project, but no earlier than 30 days of the Contractor's last progress payment request.

The Contractor's final payment request must be accompanied by written notice from Contractor that the entire Work has been completed in strict accordance with the Contract Documents. The Town will make a final inspection and notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; provided however, that nothing herein shall waive or release claims for latent defects or the Contractor's obligations to correct defective work set forth hereinabove. Contractor shall immediately take such measures as are necessary to remedy such deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with Section I above, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed in connection with the Work or there are other items entitling the Town to set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property; provided however, that Contractor shall nonetheless be required to furnish partial and final releases of liens and other evidence as may be deemed acceptable by the Town to confirm that all lower-tiered subcontractors and suppliers on the Project have been paid.

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**K. SUSPENSION OF WORK AND TERMINATION**

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice to the Town including reasonable overhead and profit thereon except as otherwise limited by this IFB or the Contract; provided however, than in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

The Town may terminate all Work if Contractor violates in any substantial way any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, take possession of the Work including Contractor's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deem expedient under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs of completing the Work (including correction of defective Work) exceed such unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive bids for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for defective Work or otherwise and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract for the convenience of Town. In such case, Contractor shall be paid for all Work executed and any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

**L. EQUIPMENT**

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

**M. EQUIPMENT STORAGE AND MOBILIZATION**

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

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**N. HOURS OF OPERATION**

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

**O. CONTRACTOR'S PERFORMANCE**

The Contractor shall commence the performance of the Work identified in the Notice to Proceed or other written authorization on the effective date of the Notice to Proceed and shall diligently and continuously prosecute its performance to and until Substantial Completion and Final Completion of the Work. The Contractor shall accomplish Substantial Completion and Final Completion of each assigned task within the allotted calendar days indicated in the Notice to Proceed, with time being of the essence.

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**TENTATIVE SCHEDULE OF EVENTS**

The **tentative schedule** of events relative to this procurement shall be as follows. Town reserves the right to modify the tentative dates.

<b>Event</b>	<b>Date</b>
1. Issuance of Invitation for Bids	Monday, May 2, 2016
2. Pre-Bid Meeting	11:00 a.m. Thursday, June 2, 2016
3. Deadline for Questions/Requests for Clarification	12:00 p.m. Friday, June 10, 2016
4. Bids Due / Opening of Bids	11:00 a.m. Friday, June 17, 2016
5. Completion of Bid Evaluations	To be determined
6. Award of Contract (Town Council Action)	To be determined
7. Pre-Construction Meeting	To be determined
8. Issue Notice to Proceed (NTP) (After Pre-Construction Meeting)	To be determined
9. Substantial Completion of Project	45 days from NTP
10. Final Completion of Project	No more than 60 days from NTP

The Contractor shall furnish all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable from the Contract Documents for proper construction and completion of the Project.

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**BIDDER:** AMROAD, LLC

## **BID AND PROPOSAL FORM**

Item	Description	Unit	Unit Price	Amount
1	<b>MAJOR INTERSECTION IMPROVEMENT</b>			
1-1	<b>STIRLING ROAD at SW 148th AVENUE</b>			
	This intersection improvement includes all material, equipment, and labor to remove and install signage and markings and is based on, but not limited to, the following items:			
1.	Removal of all existing pavement markings associated with the intersection	Lump Sum	\$ 1,600.00	\$ 1,600.00
2.	1 - 48"x48"x36" No Passing Zone (W14-03) Sign (pendant)	Per Installation	\$ 450.00	\$ 450.00
3.	24" white thermoplastic stop bar.	Per Double Foot	\$ 99.00	\$ 99.00
4.	Approximately 564' of 4" double yellow thermoplastic line.	Per Foot	\$ 1.60	\$ 902.40
5.	Approximately 1,160' of 4" white edge thermoplastic line, including removal of vegetation and debris to edge of pavement.	Per Foot	\$ 0.70	\$ 812.00
6.	Approximately 521' of 4" yellow edge thermoplastic line, including removal of vegetation and debris to edge of pavement.	Per Foot	\$ 0.70	\$ 364.70
7.	Approximately 64' of 18" yellow chevron thermoplastic line.	Per Foot	\$ 2.90	\$ 185.60
8.	Approximately 45' 6' wide white thermoplastic crosswalk.	Per Foot	\$ 3.75	\$ 168.75
9.	Approximately 17 yellow/yellow reflective permanent markers (RPM).	Per RPM	\$ 4.00	\$ 68.00
	<b>STIRLING ROAD at SW 148th AVENUE LUMP SUM AMOUNT:</b>			\$ 4,650.45

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1-2	<b>STIRLING ROAD at SW 127th AVENUE</b>				
	This intersection improvement includes all material, equipment, and labor to remove and install signage and markings and is based on, but not limited to, the following items:				
	1.	Removal of all existing pavement markings associated with the intersection	Lump Sum	\$ 1,3000	\$ 1,300.00
	2.	Approximately 609' of 4" double yellow thermoplastic line.	Per Double Foot	\$ 1.60	\$ 974.40
	3.	Approximately 573' of 4" white edge thermoplastic line, including removal of vegetation and debris to edge of pavement.	Per Foot	\$ 0.70	\$ 401.01
	4.	Approximately 116' of 18" yellow chevron thermoplastic line.	Per Foot	\$ 2.90	\$ 336.40
	5.	Approximately 21 yellow/yellow reflective permanent markers (RPM).	Per RPM	\$ 4.00	\$ 84.00
	<b>STIRLING ROAD at SW 127th AVENUE LUMP SUM AMOUNT:</b>				\$ 3,095.81
2	<b>LOCAL INTERSECTION IMPROVEMENT</b>				
	Each local intersection improvement includes all material, equipment, and labor to remove and install signage and markings and is based on, but not limited to, the following items:				
	1.	Removal of all existing single yellow skip dash lines associated with the intersection.	Lump Sum	\$ 990.00	\$ 990.00
	2.	24" white thermoplastic stop bar.	Per Installation	\$ 205.00	\$ 205.00
	3.	6 - 48"x48"x36" No Passing Zone (W14-03) Sign (pendant)	Per Installation	\$ 450.00	\$ 2,700.00
2-1	<b>STIRLING ROAD and SW 142nd AVE. LUMP SUM AMOUNT:</b>				\$ 1,495.00
2-2	<b>STIRLING ROAD and SW 136th AVE. LUMP SUM AMOUNT:</b>				\$ 1,495.00
2-3	<b>STIRLING ROAD and SW 130th AVE. LUMP SUM AMOUNT:</b>				\$ 905.00

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3	<b>ROAD MARKINGS</b>			
	<b>STIRLING ROAD</b>			
1.	Remove all existing single yellow skip dash lines and stripe Approximately 6,898' of 4" double yellow thermoplastic line.	Per Double Foot	\$ 1.85	\$ 12,761.30
2.	Approximately 14,049' of 4" white edge thermoplastic line, including removal of vegetation and debris to edge of pavement.	Per Foot	\$ 0.70	\$ 9,834.30
3.	Approximately 175 yellow/yellow reflective permanent markers (RPM).	Per RPM	\$ 4.00	\$ 700.00
<b>STIRLING ROAD LUMP SUM AMOUNT:</b>				\$ 23,295.60
4	<b>MOBILIZATION AND DEMOBILIZATION</b>	Lump Sum	\$ 6,000	\$ 6,000
			<b>TOTAL</b>	\$ 40,936.86

The unit price for these items shall be full compensation for furnishing and constructing the improvements as described herein and in the attached specifications.

Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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Substantial Completion of the Project shall be achieved no later than **45 calendar days** from the date of issuance of the “Notice to Proceed” and Final Completion of the project shall be achieved no later than **15 calendar days** from Substantial Completion **or within 60 calendar days** from the date of issuance of the Notice to Proceed, whichever occurs first.

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

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

NAME: AMROAD, LLC

ADDRESS: 3975 Pembroke Road, Hollywood, FL, 33021

FEIN: 263976898

LICENSE NUMBER: \_\_\_\_\_ STATE OR COUNTY: FLORIDA

LICENSE TYPE: \_\_\_\_\_  
(Attach copy of license)

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

LICENSEE SIGNATURE: \_\_\_\_\_

LICENSEE NAME: \_\_\_\_\_

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

BIDDER'S NAME: AMROAD, LLC

BIDDER'S ADDRESS: 3975 Pembroke Road, Hollywood, FL, 33021

BIDDER'S PHONE NUMBER: Office: 954 962 1600 Cell: \_\_\_\_\_

BIDDER'S EMAIL ADDRESS: c.montecalvo@amroadfl.com

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

Amroad LLC

Name of Corporation/Entity

3975 Pembroke Rd Hollywood FL 33021

Address of Corporation/Entity

Carlos Montecalvo

Signature of President or Authorized Principal

By: Carlos Montecalvo

Title: Manager Member

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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**DRUG FREE WORKPLACE**

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

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

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

**BIDDER'S SIGNATURE:**



**BIDDER:** AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)**

**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Town of Southwest Ranches FL

by Carlos Monrealo Mayor Ranch

for Amroad LLC

whose business address is 3975 Penderoke Rd Hollywood

FL 33021

and (if applicable) its Federal Employer Identification Number (FEIN) is 263976898

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

BIDDER: AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

- 
5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

[Signatures on next page]

BIDDER: AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

By: Carlos Barkalos

(Printed Name)

Ranger Member

(Title)

Sworn to and subscribed before me this 14<sup>th</sup> day of June, 2016

Personally known \_\_\_\_\_

Or Produced Identification \_\_\_\_\_

(Type of Identification)

Notary Public - State of Florida County of Broward

Brandon Trotta

Notary Signature

My Commission Expires 12/29/17

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



BRANDON TROTTA  
MY COMMISSION # FF 080017  
EXPIRES: December 29, 2017  
Bonded Thru Budget Notary Services

BIDDER: AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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**NON-COLLUSION AFFIDAVIT**

State of Florida )  
                        ) ss:  
County of Broward )

Carlos Montecalvo being first duly sworn deposes and says that:

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

[Signatures on next page]

BIDDER: AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

By: Brandon Trotta

Brandon Trotta  
(Printed Name)

Notary Member  
(Title)

Sworn to and subscribed before me this 14<sup>th</sup> day of June, 2016,

Personally known \_\_\_\_\_

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

Notary Public - State of Florida County of Broward

Brandon Trotta

(Notary Signature)

My Commission Expires: 12/29/17

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



BRANDON TROTTA  
MY COMMISSION # FF 080017  
EXPIRES: December 29, 2017  
Bonded Thru Budget Notary Services

BIDDER: AMROAD, LLC

**TOWN OF SOUTHWEST RANCHES, FLORIDA**  
**SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE**  
**IFB No. 16-005**

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

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

Secretary:

(SEAL)

BIDDER: AMROAD, LLC

**TOWN OF SOUTHWEST RANCHES, FLORIDA**  
**SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE**  
**IFB No. 16-005**

**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 June 14, 2016, the following resolution was duly passed and adopted:

"RESOLVED, that Carlos Bonfacio, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, June 17, 2016, 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 14 day of June, 2014

John H. Mays  
Secretary:

**Secretary:**

(SEAL)

BIDDER: AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

---

**CERTIFICATE OF AUTHORITY (If Partnership)**

State of \_\_\_\_\_ )  
                    ) ss;  
County of \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

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A partnership existing under the laws of the State of \_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

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

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

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

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Secretary:

(SEAL)

BIDDER: AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

---

**CERTIFICATE OF AUTHORITY (If Joint Venture)**

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

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_

A corporation existing under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as of the Joint Venture be and is hereby authorized to execute the Bid dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Southwest Ranches official act and deed of this Joint Venture."

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

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

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

(SEAL)

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

---

Bond No. N/A

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS, that we, AMROAD, LLC  
\_\_\_\_\_, as Principal, and ALLIED WORLD NATIONAL  
\_\_\_\_\_

ASSURANCE COMPANY \_\_\_\_\_, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of 5% ----- Dollars (\$  
\*\* \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. \*\*FIVE PERCENT OF THE AMOUNT BID

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated June 17 \_\_\_\_\_ 2016 for

**"IFB No. 16-005: Stirling Road Striping and Signage"**

NOW, THEREFORE,

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 17TH day of JUNE \_\_\_\_\_, 2016, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

BIDDER: AMROAD, LLC

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

By: Chris O'Leary

Title: Planner Planner

IN PRESENCE OF: \_\_\_\_\_  
(Individual or Partnership Principal)

(SEAL)

3975 PEMBROKE RD  
(Business Address)

HOLLYWOOD, FL 33021  
(City/State/Zip)

(954) 962-1600  
(Business Phone)

SURETY: ALLIED WORLD NATIONAL ASSURANCE COMPANY

By: John W. Charlton, Attorney-in-Fact

(SEAL)

700 SOUTH DIXIE HIGHWAY, STE 100  
(Business Address)

CORAL GABLES, FL 33146  
(City/State/Zip)

305-662-3852  
(Business Phone)

IMPORTANT

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

Countersigned by Florida Agent: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



Allied World Surety  
Division of Allied World Insurance Company  
30 S. 17<sup>th</sup> St., Suite 810  
Philadelphia, PA 19103

## POWER OF ATTORNEY

Issue Date: May 11, 2016

No. 28150-A1000

Single Transaction Limit: \$10,000,000

### KNOW ALL MEN BY THESE PRESENTS:

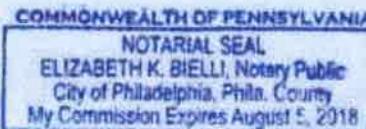
Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): D.W. Matson III John W. Charlton  
FIRM: Matson-Charlton Surety Group 700 S. Dixie Highway Suite 100 Coral Gables, FL 33146

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 11th day of May, 2016



Title: Senior Vice President - Surety

State of Pennsylvania )  
County of Philadelphia )ss.

Notary  
My Commission Expires: 08/05/2018

## CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deemed or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Daniel Zharkovsky, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney Issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 17<sup>th</sup> day of June, 2016

Daniel Zharkovsky, AVP, Assistant General Counsel

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

**GOVERNMENTAL CONTACT INFORMATION**

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

<b>NAME OF AGENCY</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>CONTACT PERSON</b>
FDOT District 6	Miami-Dade County	305 604 7156	David Calhoun (david.calhoun@dot.state.fl.com)
Charlotte County	18500 Murdock Circle, Port Charlotte, FL, 33948	941 743 1377	Arthur Markham (art.markham@charlottecountyfl.gov)
Transfield Services	7802 Professional PI #B, Tampa, FL, 33637	786-402-7422	Jose Darsin (j.darsin@transfieldservices.com)

BIDDER: \_\_\_\_\_ AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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

TO THE TOWN OF SOUTHWEST RANCHES:

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

Mark Lewis  
ATTEST

AMROAD LLC  
CONTRACTOR

BY: Mark Lewis

Carlos Montecarlo  
Print Name

Date: 6/14/16

BIDDER: AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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**BIDDER CONFIRMATION OF QUALIFICATIONS**

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

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

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

Bidder: AMROAD, LLC

Bidder's Name: Carlos Montecalvo

Bidder's Address: 3975 Pembroke Road

Hollywood, FL, 33021

Bidder's Phone Number: 954 962 1600

Bidder's Email: c.montecalvo@amroadfl.com

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

FEIN 263976898

[Signatures on next page]

BIDDER: AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 14 day of June, 2016 by  
Carlos Ronocalvo of Amroad LLC (Bidder), who is personally known to me  
or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

Brandon Trotta

Notary Signature



BRANDON TROTTA  
MY COMMISSION # FF 080017  
EXPIRES: December 29, 2017  
Bonded Thru Budget Notary Services

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

BIDDER: AMROAD LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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**BIDDER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: HEFT Project - Miami-Dade County  
Contract Amount: \$135K  
Contract Date: 2014  
Client Name: Condotte America  
Address: 7849 Miller Dr, Miami, FL, 33155  
Contact Person: Brent Marley  
Contact Person Tel. No.: 305 670 7585

Project Name: Pavement markings (State of Florida)  
Contract Amount: \$1,500K  
Contract Date: 2010  
Client Name: Transfield Services  
Address: 7802 Professional PL, Tampa, FL, 33637  
Contact Person: Jose Darsin  
Contact Person Tel. No.: 786 402 7422

Project Name: Pavement Markings Gulf Boulevard  
Contract Amount: \$22K  
Contract Date: 2016  
Client Name: Charlotte County  
Address: 18500 Murdock Circle, Suite 344, Port Charlotte, FL, 33948  
Contact Person: Arthur Markham  
Contact Person Tel. No.: 941 743 1377

**TOWN OF SOUTHWEST RANCHES, FLORIDA**  
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## SUBCONTRACTORS LIST

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

## **CLASSIFICATION OF WORK**

**NAME AND ADDRESS OF SUBCONTRACTOR**

BIDDER: AMROAD, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
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**ACKNOWLEDGEMENT OF ADDENDA**

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

May 4<sup>th</sup> \_\_\_\_\_  
Addendum No.1 QHL

June 13<sup>th</sup> \_\_\_\_\_  
Addendum No.2 QHL

Addendum No.3 \_\_\_\_\_

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

[Remainder of page intentionally left blank]

BIDDER: AMROAD LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
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**OUTSTANDING LIABILITY CLAIMS**

Please list the following information for all claims against Bidder in the last ten (10) years including those involving Bidder's liability coverage:

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

**\*\* Refer to page 12 of the IFB for further details and requirements**

BIDDER: AMROAD, LLC

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**SPECIFICATIONS**

**GENERAL SPECIFICATIONS:**

The item descriptions below are provided for the limited purposes set forth in this Invitation for Bid (IFB) and may not include all items needed to complete the Work. The Contractor shall furnish all labor, materials, services, equipment, and all else necessary or reasonably inferable from the Contract Documents to complete the Project. Work shall be in strict accordance with the Contract Documents. Descriptions provided for each item below are additional requirements and/or clarifications. The Contractor shall be responsible for costs incidental to the Project, e.g., costs for insurance, bonds, permit fees, portable toilets (port-a-lets), on-site offices, safety measures, compliance with notification requirements of NPDES, Site restoration, etc.

**Refer to the attached detailed Plans and Specifications (Exhibit “2”).**

**CONTRACTOR QUALIFICATIONS**

The Bidder shall submit along with his bid evidence that the Bidder holds appropriate licenses and certifications to perform the work specified under this Bid, and as required by Florida Statutes and Local law. All required licenses and certifications shall remain active during the term of contract. Bidders must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, and as set forth herein.

**SATELLITE MATERIALS STORAGE AND STAGING FACILITY**

The Contractor shall be responsible to provide a satellite materials storage and staging facility; and for the security of stored materials and equipment.

**EQUIPMENT**

All equipment shall be maintained in an efficient and safe operating condition while performing the Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town reserves the right to inspect and evaluate all of the Contractors' equipment prior to award of Bid, but is not required to do so.

**SPECIAL REQUIREMENTS**

1. The President/Chief Operating Officer of the contracting firm must be available to participate in meetings with the Town with 24 hours notification.
2. The Contractor shall comply with all OSHA safety requirements while working in the Town's roads rights-of-way. All personnel working in the Town's rights-of-way will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests.

**TOWN OF SOUTHWEST RANCHES, FLORIDA**  
**SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE**  
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3. For purposes of good communications the Contractor shall assign an onsite job supervisor/superintendent who can read, write, and speak English, and be able to distinguish colors.
4. The Contractor shall assign an employee as a contact person on call on non-standard hours (5:00 p.m. to 7:00 a.m.), for emergency purposes.
5. All debris removed from any project site must be properly and legally disposed of according to the Town's Code of Ordinances, Broward County Code of Ordinances and other Local, State and Federal regulations.

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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:

Dawn Mehler, Procurement Officer  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330  
or  
Email: [dmehler@swranches.org](mailto:dmehler@swranches.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: \_\_\_\_\_

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**EXHIBIT "A"**  
**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**FOR**

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Stirling Road Striping and Signage

IFB No. 16-005

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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AGREEMENT FOR

STIRLING ROAD STRIPING AND SIGNAGE

THIS IS AN AGREEMENT ("Agreement" or "Contract") 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 \_\_\_\_\_ (hereinafter referred to as "Contractor").

**WHEREAS**, the Town desires to \_\_\_\_\_ ("Project"); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. \_\_\_\_\_ on \_\_\_\_\_, 201\_\_\_\_\_ ("IFB"); and

**WHEREAS**, \_\_\_\_\_ bids were received by the Town on \_\_\_\_\_, 201\_\_\_\_\_; and

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

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

**Section 1: Scope of Services**

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference (hereinafter referred to as "Work"). This Agreement, as well as all Exhibits, the IFB, the Contractor's Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
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conditions of the facilities and difficulties attendant to the execution of the Work and such existing site and other conditions have been accounted for within the Contract Price (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).

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

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

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for the Stirling Road Striping and Signage.
- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within forty-five (45) calendar days beginning on the effective date of the Notice to Proceed(which shall not be prior to issuance of the building permit for the Work), subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
  - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
  - (iii) All Work (other than punchlist work) has been completed; and
  - (iv) The Town's engineer of record for the Project, Stirling Road Striping and Signage, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.4.2 Given that the parties agree that time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

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**Liquidated Damages (“LD’s”)** – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **45 days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that an act of God, or act or omission on the part of the Town, or additional out of scope work is authorized by the Town in accordance with a properly executed Change Order, and such act or omission or work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

Contractor shall achieve final completion of the Work within fifteen (15) days after the date of Substantial Completion or no later than sixty (60) days from the issuance of the Notice to Proceed (“Final Completion Date”). Final Completion Date is defined as the date of the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;

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SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
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- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

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

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of \$ \_\_\_\_\_ Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4. Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5. A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work

TOWN OF SOUTHWEST RANCHES, FLORIDA  
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has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due, including but not limited to liquidated damages due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

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

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

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

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

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

6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.

6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of A or better in accordance with A.M. Best's Key Rating Guide.

6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

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

6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against

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who claims are made or suit is brought, and (c) the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.

6.5 If the Contractor fails to submit to Town the required insurance documents in the manner prescribed herein and in the ITB at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.

6.6 Contractor shall carry the following minimum types of Insurance:

A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. **ENVIRONMENTAL POLLUTION INSURANCE:**

The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.

6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or

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limits. Notice shall be sent to:

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

And

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

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- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
  - 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
  - 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
  - 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

**Section 7: Copyrights and Patent Rights**

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement; and Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

**Section 8: Laws and Regulations**

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

**Section 9: Taxes and Costs**

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

**Section 10: Indemnification**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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**Section 11: Non-discrimination**

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

**Section 12: Sovereign Immunity**

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

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

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

**Section 14: No Third Party Beneficiaries**

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

**Section 15: Funding**

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

**Section 16: Manner of Performance**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
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### **Section 17: Public Records**

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public 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 of this Agreement by Town without liability to Contractor. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

### **Section 18: Termination**

The Agreement may be terminated upon the following events:

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

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SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
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pursuant to subparagraph (B) of this Section 18.

- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement or other funding source applicable become unavailable, Town may provide Contractor with seven (7) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section 18.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
  2. Contractor's insolvency, bankruptcy or receivership;
  3. Contractor's violation or non-compliance with Section 11 of this Agreement;
  4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
  5. Contractor's violation of Section 19 of this Agreement.

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

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

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

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

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

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
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increase, decrease or otherwise modify the Work or the Contract price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

**Section 22: No Waiver of Rights**

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

**Section 23: Jurisdiction and Venue**

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

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

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

**Section 25: Gender**

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

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

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

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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**Section 30: Severability**

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

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. The parties further agree that as a condition precedent to litigation of any claims arising out of or relating to this Agreement, the parties shall engage in pre-suit mediation before an agreed upon mediator and the parties shall split the costs equally of the mediation. If the parties cannot agree to a mediator, the parties agree conduct mediation in accordance with the American Arbitration Association, with the Construction Industry Mediation Procedures applicable thereto. The venue for any mediation shall be in Broward County, Florida. If litigation is initiated by either party without complying with the mediation requirements herein, the parties agree that such litigation shall be stayed pending compliance. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

**Section 32: Notice**

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

**If to Town:**

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

**With a copy to:**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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If to Contractor:

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**Section 33: Miscellaneous**

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. **Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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

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

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

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver by Town of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.

- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

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- K. **Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES STIRLING ROAD STRIPING & SIGNAGE  
IFB No. 16-005

**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 \_\_\_\_\_ 2016.

**WITNESSES:**

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

**CONTRACTOR:**

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

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Jeff Nelson, Mayor

\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator

\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_

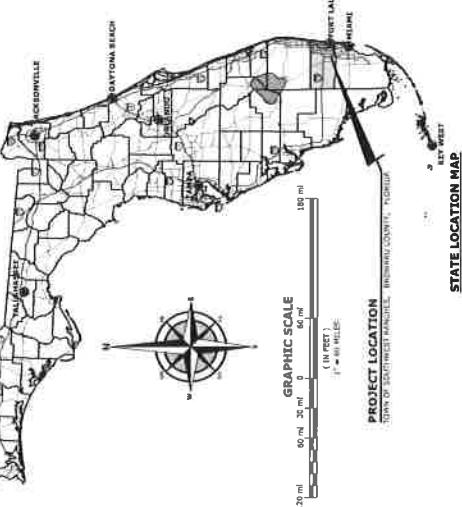
**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

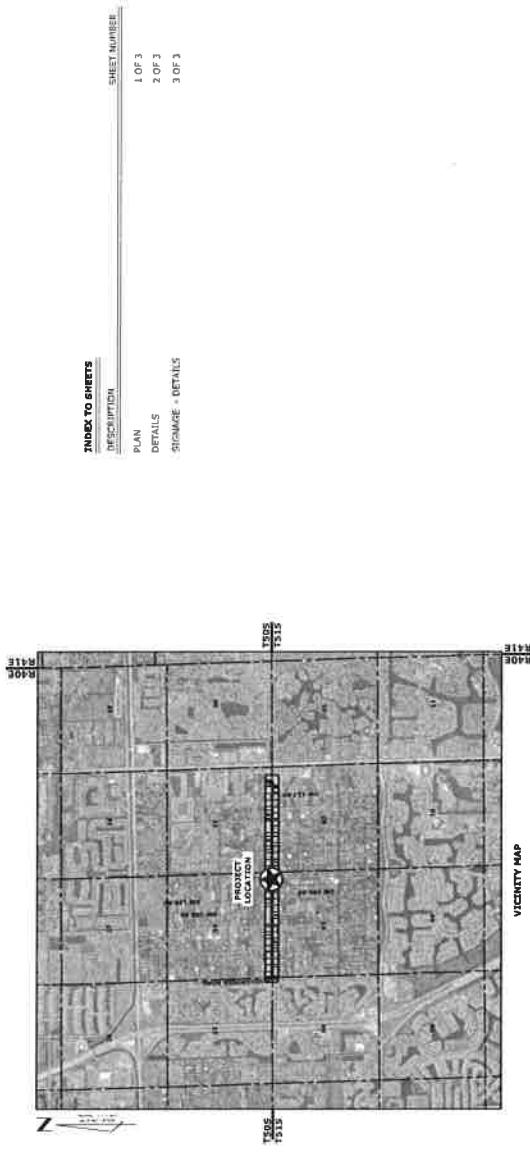
\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney

# STIRLING ROAD VOLUNTEER ROAD TO 127th COURT



TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

## TOWN OF SOUTHWEST RANCHES



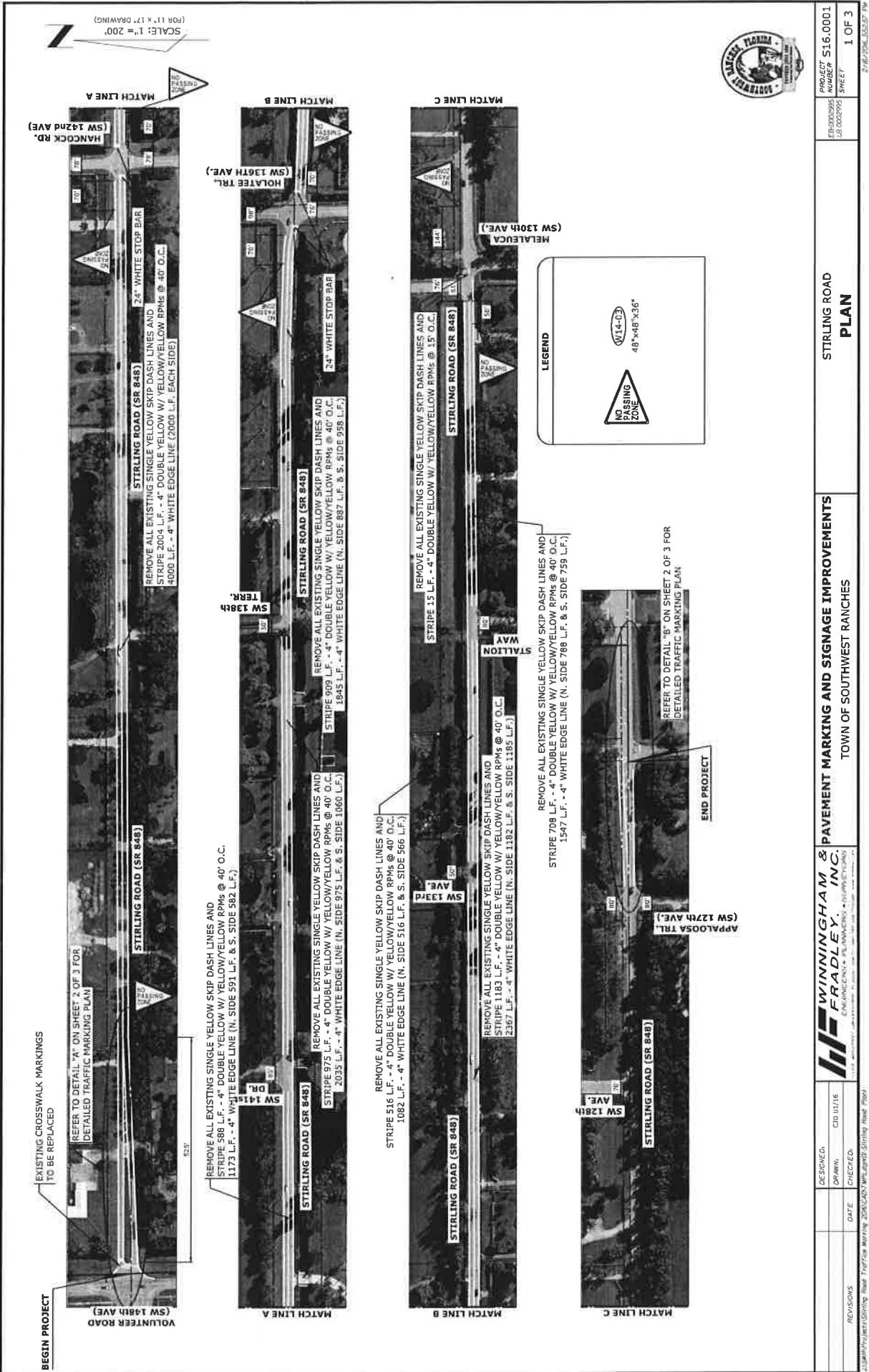
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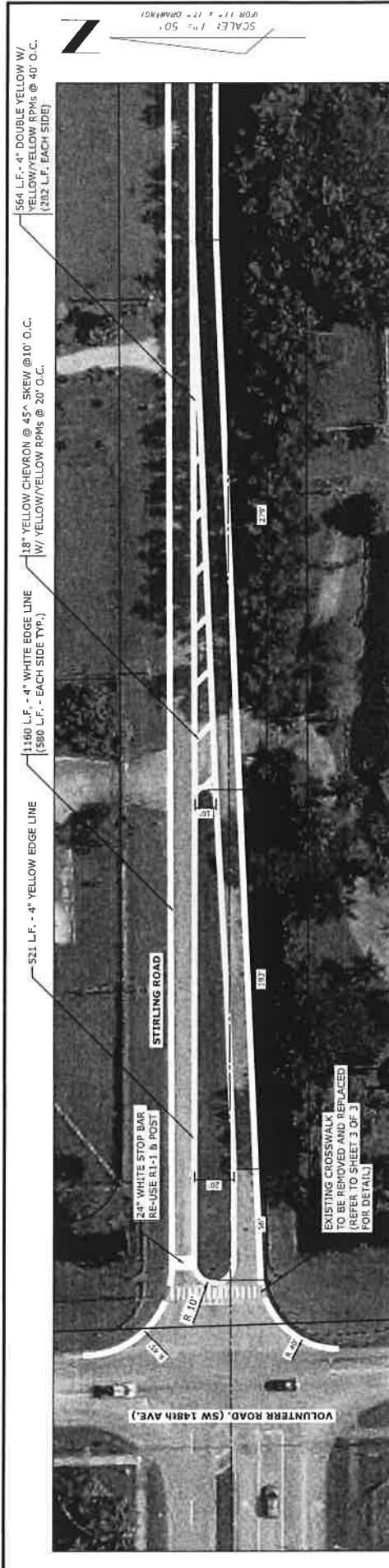


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APPROVED  
EPICUREAN  
B-202095  
PUBLISHED ENDORSED BY  
PROJECT 516.0001 FEBRUARY 2016  
OWNER

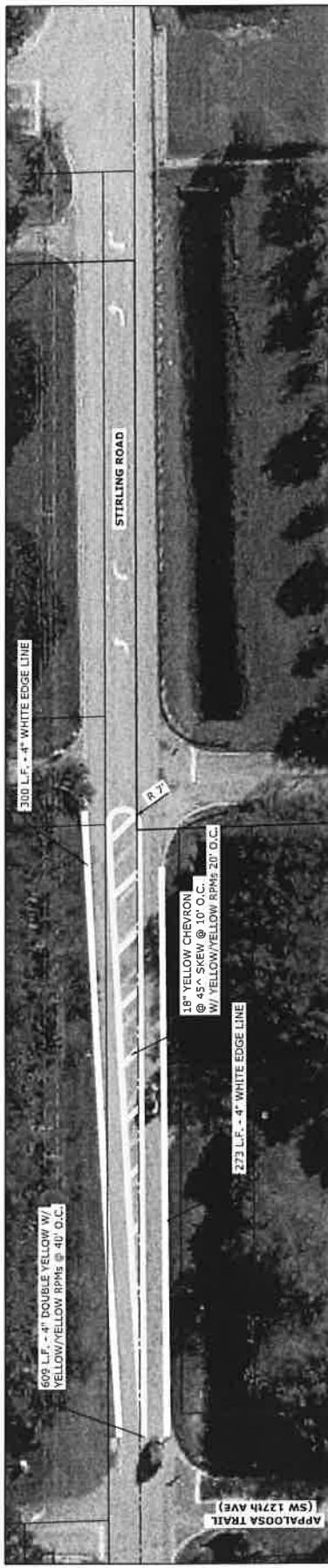
**WINNINGHAM &  
FRAZLEY, INC.**  
ENGINEERS • PLANNERS • SURVEYORS





### DETAIL "A"

STIRLING ROAD & VOLUNTEER ROAD (SW 148th AVE.)



### DETAIL "B"

STIRLING ROAD & APPALOOSA TRAIL (SW 127th AVE.)

REVISIONS	DATE	DESIGNED BY:	DRAWN BY:	CHECKED BY:	PAVEMENT MARKING AND SIGNAGE IMPROVEMENTS		STIRLING ROAD DETAILS	APPROVED BY:
					PROJECT NUMBER	DATE		
		WINNINGHAM & FRADELY INC.	WINNINGHAM & FRADELY INC.	WINNINGHAM & FRADELY INC.	S16.0001	1/16	STIRLING ROAD	EB 000295 LB 000295 PROJECT NUMBER: S16.0001 SHEET 2 OF 3



**STIRLING ROAD STRIPING AND SIGNAGE**  
**IFB No. 16-005**

**May 4, 2016**

**Addendum #1**

The following provisions of the Bid Documents are amended as set forth herein. Instructions to Bidders, paragraph 32 (Public Records Law) and Exhibit A, Agreement, paragraph 17 (Public Records) are deleted in their entirety and replaced with the following, respectively:

**32. PUBLIC RECORDS LAW**

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

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

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

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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

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

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

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

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

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

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

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

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

**Southwest Ranches Stirling Road Striping & Signage  
IFB No. 16-005**

**June 13, 2016**

**Addendum 2**

During the Pre Bid Meeting on Thursday, June 2, 2016, the following question was asked and below is Southwest Ranches response.

**Question:** What is the acceptable manner in which the awarded Contractor may dispose of any overgrown grass or other materials that may need to be moved out during the implementation of this Project?

**Answer:** Cuttings shall not be discharged into adjacent water bodies, storm sewers, catch basins or roadways. Wherever possible, Contractor shall blow, rake, or sweep leaves, clippings, and other plant material debris back onto turf area or the Contractor shall, at his own expense, remove and properly dispose of all waste materials. Grass clippings left on site shall be distributed so as not to leave evidence of clumps and or "haystacks."

All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and all local, State and Federal regulations.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation.



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

June 2, 2016

AMROAD LLC  
3975 PEMBROKE RD  
HOLLYWOOD, FL 33021

### RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

#### FDOT APPROVED WORK CLASSES:

PAVEMENT MARKING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MINOR BRIDGES, ROADWAY SIGNING

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.



CITY OF HOLLYWOOD  
TREASURY SERVICES DIVISION  
LOCAL BUSINESS TAX

AMROAD, LLC  
3975 PEMBROKE RD  
HOLLYWOOD, FL 33021

Please Contact us with any changes or corrections to your information.

**CUSTOMER SERVICE:** Our hours of operation are 8 AM to 5 PM, Monday through Friday. Should you have any questions regarding Local Business Tax or need to update / correct any information related to your Business Tax Account, please contact us by phone at 954-921-3225, by email at [businesstax@hollywoodfl.org](mailto:businesstax@hollywoodfl.org) or in person at City Hall, Room 103, 2600 Hollywood Blvd. Please send all written correspondence to: City of Hollywood, Treasury Services Division, Attn: Business Tax, Room 103, PO Box 229045, Hollywood, FL 33022-9045.

PURSUANT TO STATE LAW, LOCAL BUSINESS TAX IS LEVIED FOR THE PRIVILEGE OF DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LOCATION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED IF CONTRARY TO ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION.

THIS IS NOT A BILL. BELOW IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST THIS  
LOCAL BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.



City of  
**HOLLYWOOD**  
FLORIDA

2015/2016 LOCAL BUSINESS TAX RECEIPT

Business Name: **AMROAD, LLC**

DBA:

Business Location: **3975 PEMBROKE RD**

Business Category: **SERVICE/OTHER BUSINESS**

Classification: **Business Office/Bookkeeping**

Tax Basis: **5 - 25 WORKERS**

Account Registration #: **B9049076-2016**

Expiration Date: **9/30/2016**

Tax Paid: **\$187.00**

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



## Detail by Entity Name

### Florida Limited Liability Company

AMROAD, LLC

#### Filing Information

Document Number	L09000000628
FEI/EIN Number	26-3976898
Date Filed	01/05/2009
Effective Date	01/02/2009
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	02/16/2009
Event Effective Date	NONE

#### Principal Address

3975 PEMBROKE RD  
HOLLYWOOD, FL 33021

Changed: 03/19/2011

#### Mailing Address

3975 PEMBROKE RD  
HOLLYWOOD, FL 33021

Changed: 03/19/2012

#### Registered Agent Name & Address

MONTECALVO, CARLOS J  
3975 PEMBROKE RD  
HOLLYWOOD, FL 33021

Name Changed: 03/19/2012

Address Changed: 03/19/2012

#### Authorized Person(s) Detail

##### **Name & Address**

Title MGRM

MONTECALVO, CARLOS

21396 MARINA COVE CIRCLE, UNIT J15  
AVENTURA, FL 33180

### Annual Reports

Report Year	Filed Date
2014	02/08/2014
2015	02/12/2015
2016	04/01/2016

### Document Images

<a href="#">04/01/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/19/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/19/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/29/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/16/2009 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/05/2009 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

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State of Florida, Department of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/15/2016

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		CONTACT NAME: Grisel Prego	
Keen Battle Mead & Company 7850 Northwest 146th Street Suite 200 Miami Lakes FL 33016		PHONE (A/C, No. Ext): (305)558-1101	FAX (A/C, No): (305)822-4722
		E-MAIL ADDRESS: gprego@kbmco.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A:United States Fire Ins Co	
		INSURER B:North River Insurance Co	
		INSURER C:Bridgefield Employers Inc. Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Amroad LLC 3975 Pembroke Road  Hollywood FL 33021			
COVERAGES		CERTIFICATE NUMBER:16-17 GL, AU, UMB	
		REVISION NUMBER:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5439977325	6/3/2016	6/3/2017	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			1337390901	6/3/2016	6/3/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	X HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
B	X UMBRELLA LIAB		OCCUR	5811069654	6/3/2016	6/3/2017	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 10,000,000
	DED		RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A	83050326	03/06/2016	03/06/2017	PER STATUTE	OTHE-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Contract Number: IFB No.: 16-005

## CERTIFICATE HOLDER

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

## CANCELLATION

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

Alex Perez/BECKY

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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**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitkreuz, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**

**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Nelson and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** December Lauretano Haines, Parks Recreation and Open Space Coordinator  
**DATE:** 7/14/2016  
**SUBJECT:** Rolling Oaks Park Policy

---

### **Recommendation**

This Resolution is recommended by the Recreation, Forestry and Natural Resources Advisory Board to alleviate resident concerns with park usage.

### **Strategic Priorities**

A. Sound Governance

E. Cultivate a Vibrant Community

### **Background**

The current Rolling Oaks Park Policy has been in effect for just over one full year. In recent months, Town Administration has received requests for revision of the reserve use policies in order to alleviate impact to adjacent properties. Revision of the established policy is needed to ensure responsible and equitable use of the park facilities while preserving harmony with the surrounding neighborhood. The Recreation, Forestry, and Natural Resources Advisory Board has recommended the proposed amendments to policies and fees.

### **Fiscal Impact/Analysis**

Direct expenses from rental use are expected to be insignificant. Revenue from fees is not expected to provide full cost recovery of overall park expenses. The proposed policy and fee

structure is consistent with currently-used policies in the Town and other cities.

**Staff Contact:**

December Lauretano-Haines, Parks, Recreation, and Open Space Coordinator

**ATTACHMENTS:**

Description	Upload Date	Type
RO Park Usage Policy Reso	7/8/2016	Resolution
Proposed Revised Rolling Oaks Policy	7/8/2016	Exhibit

**RESOLUTION NO. 2016 -**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING USAGE POLICIES FOR THE ROLLING OAKS PARK; GOVERNING RENTAL USE OF THE EXTERIOR AREAS, MEETING ROOM AND COMMUNITY ROOM; ESTABLISHING A FEE SCHEDULE INCLUDING RENTAL OF EXTERIOR AREAS AND ATTENDANT FEES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on September 3, 2009, the Town Council approved Ordinance No. 2009-014, amending the Town of Southwest Ranches Code of Ordinances to provide a section entitled "Specific Park Rules and Regulations"; providing for the enactment of specific rules and regulations governing each town park by Resolution; and

**WHEREAS**, the scope of the Recreation, Forestry, and Natural Resources Advisory Board (RFNRAB), set forth and approved by the Town Council on December 11, 2014 in Resolution No. 2015-014, includes provision for the RFNRAB to make recommendations to Council regarding management and use of the Town's parks; and

**WHEREAS**, the RFNRAB has proposed amended Policies governing rental use of the exterior areas, meeting room, and community room at the Rolling Oaks Park to ensure responsible and equitable use of the Park facilities; and

**WHEREAS**, the Town seeks to amend the established fee schedule for rental use to help to ensure enhanced accountability to the rules, regulations, and policies by members of the public seeking to utilize these facilities; and

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

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

**Section 2:** The Town Council hereby establishes the amended Rolling Oaks Park Usage Policies and Rental Fee Schedule for exterior areas, meeting facilities, security deposits, and required Attendant, as specifically delineated in Exhibit "A". Said Policies and fees shall become effective immediately upon adoption.

**Section 3: Effective Date.** This Resolution shall be effective immediately upon its adoption.

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

Ranches, Florida, this 14<sup>th</sup> day of July, 2016, on a motion by \_\_\_\_\_ and  
seconded by \_\_\_\_\_.

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

---

Jeff Nelson, Mayor

ATTEST:

---

Russell Muñiz, Assistant Town Clerk/Town Clerk

Approved as to Form and Correctness:

---

Keith Poliakoff, J.D., Town Attorney

113351912.1

**Exhibit “A”**  
**Town of Southwest Ranches**  
**Rolling Oaks Park Policy**

1. The Rolling Oaks Park shall be open to the public between sunrise and sunset.
2. ~~Use of the outdoor park amenities are on a first come, first served basis.~~ [Reserve use of the park amenities is on a first-come, first-served basis.](#)
3. Any organized gathering seeking to utilize ~~an indoor~~ park amenity~~ies~~ requires a reservation at least one week in advance. The exterior areas, East meeting<sub>s</sub> and Community rooms may be reserved (see Attachments 1 through 3 for details). Anyone seeking to reserve park facilities must sign all forms acknowledging that they have read and understand the Park Policies, Rules, and Regulations.
4. Park users shall take extreme care not to disturb equestrian users of the Park and shall never approach any horse without the owner's permission. Horse riders must be able to share outdoor park amenities with other park users.
5. Children shall be under adult supervision at all times.
6. All users of the park facilities must clean up after themselves and their guests. Trash, including but not limited to decorations, must be disposed of properly. This includes all debris generated by barbecuing or food service activity, if applicable.
7. The Town of Southwest Ranches shall not be responsible for any loss of personal property or injury by fire, theft, accident, or natural incident at the park.

**Parks Policy – Prohibited Activities**

Although park users are urged to check with the Town to see if their proposed activities will be acceptable, the following is a non-exhaustive list of prohibited activities:

1. Use of the park for events with inflatable equipment that utilize water is prohibited.
2. Use of the park by commercial vendors or enterprises, and for-profit purposes are prohibited.
3. Stapling, taping, tacking, or any affixation to park facilities is prohibited. Balloons, glitter, sequins, confetti, and similar materials are prohibited.
4. Service or sale of alcoholic beverages shall be permissible only by approved reservation and permit.
5. No glass containers shall be allowed in the park.
6. Parking ~~at the park~~ shall only be in designated areas; all unloading shall occur only in the designated parking areas.
7. Posting of signs and/or notifications ~~shall be prohibited~~ [must be approved by Town's staff or designee](#).
8. All animals shall be under control at all times and domestic pets shall be on a leash of 6 feet or less. Feeding [and/or harassment](#) of wildlife is prohibited.
9. Display or discharge of any firearms, fireworks, explosives, paintball guns, and/or similar types of weapons and items is strictly prohibited.
10. No swimming, wading, or boating.
11. No fires or overnight camping. Barbecuing is permitted in designated areas only on Town equipment, (if installed) by approved permit holders.
12. No reservations will be allowed for multi-night activities.
13. No reservations will be allowed for regular weekly or monthly events by groups other than the Town.
14. No organized picnic outing, event, or assembly of more than ten (10) people without a reservation. This includes, but shall not be limited to, parades, drills, maneuvers, sports, skills, or contests.
15. The Town Council or Administrator at its sole discretion reserves the right to grant exceptions to this policy, to waive any informality, non-material irregularity or technicality or take any other such actions that may be deemed to be in the best interests of the Town.

**Attachment 1**  
**Town of Southwest Ranches**  
**Rolling Oaks Park Facility Rental**

The Town's Rolling Oaks Park has meeting facilities that may be rented; however, for-profit activities will not be allowed in the park at any time.

**Rules and Regulations:**

1. The park has exterior areas, East meeting room, and Community room facilities that may be rented. The approved rental of the facility/ies entitles the person the exclusive use of the rented facility/ies only. Restrooms, parking, and other park facilities shall remain open to the general public at all times. The rental of the East meeting room restricts the use to a maximum capacity of sixteen (16) guests. The rental of the Community room restricts the use to a maximum capacity of one hundred forty-four (144) guests. The rental of the exterior areas restricts the use to a maximum capacity of one hundred fifty (150) guests.
2. Rental of the exterior areas is limited to 2 weekends per month.
3. All reservations shall require a full-time, Town-contracted attendant to be present (Rates on Attachment 3).
- 2.4. Reservations are not allowed for multi-night activities.
- 3.5. Reservations are not allowed for regular weekly or monthly events by groups other than the Town.
- 4.6. All events held in interior areas must end by 11:00 pm, with facility to be cleaned and vacated no later than midnight / 12:00 a.m.
7. Events held in exterior areas on Sundays must end by 6:00 pm, with facility to be cleaned and vacated no later than 8:00 p.m.
- 5.8. The Rolling Oaks Park Policy (Page 1) shall apply to all persons utilizing the park property. All permit holders shall take all necessary steps to make sure that their guests follow the Park Policy.
- 6.9. Children shall be supervised at all times. Any person or persons violating Amenity Rental or Park Rules and Regulations or, in the opinion of the Town constituting a public nuisance or potential hazard to public or park property, or exhibiting disorderly conduct, shall be asked to exit the park property. No refunds shall be given to any person or persons asked to leave the park.
- 7.10. Any person holding a permit to rent a park amenity shall be responsible for their vendor(s') personnel, vehicles, and equipment and said vendor(s') compliance with all policies, rules, and regulations.
- 8.11. Barbecuing is permitted, only by approved permit holders on Town equipment (if installed) in designated areas. The following rules apply to barbecuing activities:
  - NEVER use gasoline or kerosene to start the fire.
  - After using starter fluid, cap the container and move it away from the fire. NEVER add any type of starter fluid once the coals are burning.
  - To stop flare-ups, move cooking grid up and spread out coals.
  - Disposal of ashes: wrap in foil and place in an empty non-combustible container.
  - Ash Disposal before fully cooled: soak completely in water before placing in non-combustible container.
- 9.12. Bounce houses or inflatable equipment that do not utilize water are permitted, to approved permit holders only, only in areas designated by Town's staff or designee.
- 10.13. Tents and other temporary event furnishings are permitted, to approved permit holders only, only in areas designated by Town's staff or designee.
- 11.14. Live bands, musicians, disc jockeys, and any other amplified sound used for an event may only be located inside the building or on the north side of the exterior, in areas designated by Town's staff or designee.
- 12.15. Applicants must specify in their rental application whether barbecuing activity/ies will be included and any vendors that will serve the event (i.e., pony rides, food, etc.).

- 13.16. Pony ride vendors or other livestock vendors hired for permitted parties must provide proof of negative coggins and any other health certificates as may be required by Broward County for all livestock that will be brought to the park. (This information must be presented upon request at the time of the event.)
- 14.17. Applicant MUST present a valid driver's license, State photo ID, or other approved form of government issued identification when submitting an application.
- 15.18. The Town will not process incomplete applications. All required documentation and fees must be submitted at the time of application.
- 16.19. Noncompliance with the Town's stated policies may result in the revocation of the permit, loss of cleanup/security deposit, and refusal of any subsequent permit applications ~~for up to one year~~.

**Applicant acknowledgement of rules: (initial acknowledgement of each line where indicated):**

- All rental fees and Security/cleanup deposits are due at the time of booking. Reservations will not be held without payment.
- Renters will have exclusive access to the rented room(s) facility/ies only.
- No open flames will be allowed in the building
- Smoking is prohibited in the building at all times.
- The renter listed on the reservation is the sole liaison between the event and the Town of Southwest Ranches.
- Renters are responsible for set-up, break-down and clean-up of the rental facility/ies. Additional fees apply for table and chair set-up/break-down and clean-up performed by the Town.
- Facility/ies, including kitchen, must be cleaned to "broom finish."
- Renters must include set-up, break-down and clean-up within the rental time period. Time frames must be strictly adhered to. No refund of the security deposit will be made if the facility is not vacated promptly at the end of the rental period.
- Table and chair set-ups are not to block any exits or doors.
- All furniture will remain in the interior of the building or breezeways at all times.
- All doors are to remain closed at all times. Do not prop doors open for any length of time.
- Decorations in the facility/ies shall exclude the use of nails, tape, staples, pins on the walls, any adhesives on the doors, windows, furniture, tables, chairs, ceilings or any outside structure. Nothing can be hung from or affixed to the lights, drapery hardware or drapes, ceiling, or ceiling fans. Glitter, sequins, balloons, rice and confetti are prohibited.
- Outdoor decorations must be approved by Town staff or designee.
- All decorations, including string or tying material must be removed completely within the permit time.
- Remove all trash and place in bins. Nothing may be left overnight.
- All service agencies such as florists, caterers, disc jockey must deliver and pick up/or drop off any items only during your rental time.
- Failure to clean the facility properly or any violation of park rules will result in loss of deposit.
- Any property damaged by the rental or guests will be replaced/repaired by the party to at least equal value of the property.
- Parking: All vehicles must park only in designated areas. Vehicles are not permitted on the grass "hill" area between the building and the driveway.
- Distribution/consumption of alcoholic beverages on site is not permitted unless pre-approved by the Town through submission of required event permit(s) and insurance.
- ~~Service agencies such as florists, caterers, disc jockey are to deliver and/or drop off any items only during your rental time.~~
- ~~Based on the nature of the event, the renter may be required to hire an off duty detail officer or additional staff.~~

- I have read, understand and agree to abide by The Town of Southwest Ranches Rolling Oaks Park Policy. I will assume full responsibility for cleaning the facility/ies and returning the furnishings to their original position and otherwise have the facility/ies ready for inspection following the rental.
- I understand and acknowledge that I assume full responsibility for any and all damage done to the facility/ies or furnishings during the period of my reservation.

## **Attachment 1**

**Town of Southwest Ranches**

**Rolling Oaks Park Facility Rental, continued**

### **Pavilion-Rental – Fees, Payment, and Insurance:**

1. Full payment for rental, ~~fee~~ including attendant fees and security deposit is due at the time of application. ~~All Rental~~ fees are subject to sales tax.
2. Facility Rental, Attendant, and Cleanup/Security Deposit fees are set forth in Attachment 3.
3. Payment may be by credit, cash, check, or money order. If paid by check, a picture I.D. must be presented. Checks should be made payable to the Town of Southwest Ranches.
4. If applicant pays by check, the application must be submitted three (3) weeks prior to the event for funds to be processed. Application MAY BE denied, and the applicant will be responsible for all fees, including legal costs and fees, that may result from insufficient funds.
5. Credit card transactions require an additional processing/convenience fee~~processing/convenience fee~~.
6. All vendors hired for any permitted party (i.e., pony rides, food vendors, etc.) will be required to provide a current Certificate of Insurance evidencing liability coverage in the amounts set forth in Attachment 3. This information must be submitted at the time of application.
7. If application is denied for any reason, the deposit and rental fee will be returned in full.

### **Setup/Cleanup/Security Deposit:**

1. Cleanup/security deposit is due at the time of application. The Town will inspect the facilities before and following the event.
2. Decorations shall not be stapled, taped, nailed, tacked, or adhered in any way to park property.
3. All decorations, including tying material, must be removed completely and disposed of properly within the permit time.
4. All trash shall be picked up and placed in receptacles. If amount of debris exceeds receptacle space, the permit holder is responsible for removing trash from the property as a part of cleanup.
5. Permit holder is responsible for cleanup and removal of all debris generated by rental activity.
6. After the event, if the facility has been sufficiently cleaned to “broom finish,” as determined by the Town, the deposit will be returned to the permit holder within two (2) weeks.
7. All costs associated with any damage, trash removal, or other expenses incurred by the Town will be deducted from the security deposit. If cleanup costs exceed the deposit amount, the Town will use all means available to collect from the permit holder; and if not paid, the person will be prohibited from future use of the facilities. Any property damaged by the permit holder or a guest will be replaced/repaired at the sole cost and expense of the permit holder.
8. Failure to complete “broom finish cleanup,” or clean the facility properly or any violation of park rules will result in the complete loss of the security deposit.
9. No refund of the security deposit will be made if the ~~pavilion~~facility is not vacated promptly at the end of the rental period.
10. Applicant MUST initial acceptance of these terms at the time of submission of the application.
  - **INITIAL:** \_\_\_\_\_

### **Cancellation:**

1. ~~The rental fee~~Rental and attendant fees, and security/cleanup deposit will be refunded, less \$75 for administrative costs ~~by the Town~~, if the Town is notified in writing of the cancellation at least one (1) week prior to the scheduled event.
  2. If the Town is notified of the cancellation less than one (1) week prior to the scheduled event, only the security deposit will be refunded.
- **INITIAL:** \_\_\_\_\_

**Attachment 2**  
**Town of Southwest Ranches**  
**Application for Rolling Oaks Park Facility Rental**

Date of Application: \_\_\_\_\_ Date of Rental: \_\_\_\_\_ Time of Rental: \_\_\_\_\_ to \_\_\_\_\_

Applicant Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone Number: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Driver's License Number or Photo ID Number (attach copy): \_\_\_\_\_

Number of attendees expected: \_\_\_\_\_

Facility to be rented (circle one or both/all; specify # of tables and chairs):

Exterior Areas / East room / Community room / tables: \_\_\_\_\_ / chairs: \_\_\_\_\_

Will event include Sales or service of alcoholic beverages? (Circle answer) Yes / No

Additional Person to Contact, Name: \_\_\_\_\_

Phone Number: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

**List participating vendors (i.e., bounce house vendor, pony rides, clowns, face painters, food vendors, etc.):**

Company Name\*: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Service vendor will provide: \_\_\_\_\_

Phone Number: (Business) \_\_\_\_\_ (Cell) \_\_\_\_\_

Policy Number on Certificate of Insurance (attach copy to application): \_\_\_\_\_

Company Name\*: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Service vendor will provide: \_\_\_\_\_

Phone Number: (Business) \_\_\_\_\_ (Cell) \_\_\_\_\_

Policy Number on Certificate of Insurance (attach copy to application): \_\_\_\_\_

**Attachment 2****Town of Southwest Ranches****Application for Rolling Oaks Park Facility Rental, continued**

Company Name\*: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Service vendor will provide: \_\_\_\_\_

Phone Number: (Business) \_\_\_\_\_ (Cell:) \_\_\_\_\_

Policy Number on Certificate of Insurance (attach copy to application): \_\_\_\_\_

- **\*If company hired to provide equine services to the event, the vendor MUST furnish proof of negative coggins upon request at the time of the event. All animals must be properly vaccinated in accordance with Chapter 14 of the Town of Southwest Ranches Code of Ordinances.** Other livestock vendors hired for permitted parties must provide other health certificates as may be required by Broward County for all livestock that will be brought to the park. (This information must be presented upon request at the time of the event.)

Amount of Rental Fee Paid: (Add 6% sales tax) \_\_\_\_\_**Amount of Attendant Fees Paid: (Add 6% sales tax)**

Amount of Deposit Paid: \_\_\_\_\_

Total Amount Paid: \_\_\_\_\_ Applicant's Initials: \_\_\_\_\_

Circle Type of Remittance:    Credit    Check    Cash    Money Order

Check/Money Order Number: \_\_\_\_\_

Date of Check/Money Order: \_\_\_\_\_

**Applications containing fraudulent and/or omitted information will be denied.**

I, \_\_\_\_\_, the undersigned applicant, have read and understand the rental  
*(Print) Name of Applicant*  
and cancellation rules and the Rolling Oaks Park Rules and use policy, as provided to me as part of this  
application on \_\_\_\_\_.  
*Date*

*(Print) Name of Applicant**(Print) Name of Town Representative**Signature of Applicant**Signature of Town Representative*

**Attachment 3**  
**Town of Southwest Ranches**  
**Rolling Oaks Park Facility Rental Fee Schedule**

**Exterior Rental Fees:**

Southwest Ranches Residents:	\$250 ( <u>Add 6% sales tax</u> )
Non Residents:	\$500 ( <u>Add 6% sales tax</u> )
Security/Cleanup Deposit:	\$500 <u>required at time of application.</u> (Deposit will be returned if the facility is vacated promptly and left in clean condition.)

**East Room Rental Fees:**

Southwest Ranches Residents:	\$100 ( <u>Add 6% sales tax</u> )
Non Residents:	\$200 ( <u>Add 6% sales tax</u> )
Security/Cleanup Deposit:	\$200 <u>required at time of application.</u> (Deposit will be returned if the facility is vacated promptly and left in "broom finish" condition.)

**Community Room Rental Fees:**

Southwest Ranches Residents:	\$500 ( <u>Add 6% sales tax</u> )
Non Residents:	\$1000 ( <u>Add 6% sales tax</u> )
Security/Cleanup Deposit:	\$500 <u>required at time of application.</u> (Deposit will be returned if the facility is vacated promptly and left in "broom finish" condition.)

**Attendant, Set-Up, Break-down and Clean-up Fees:**

Attendant:	\$32/hour ( <u>Add 6% sales tax</u> )
Table and chair set-up and break-down:	\$50 ( <u>Add 6% sales tax</u> )
Custodial/Clean-up:	\$40/hour ( <u>Add 6% sales tax</u> )

**Reservation Cancellation:**

Notice of cancellation, in writing to the Town, at least one week prior to intended date of use. ~~The rRental fees~~ and security deposit will be refunded, less \$75 for administrative costs by the Town. No refunds will be given for inclement weather, but applicant may request to reschedule.

**Insurance Requirements for Event/Concessions and/or Vendors:**

Certificate of Insurance must be received and approved prior to approval of any reservation at the Town of Southwest Ranches' Facility. Certificates will not be processed without a contact name and phone number as well as a description of the special event in the Description of Operations section of the Certificate of Insurance, so the Finance/Risk Management Department may determine liability coverages. Events at which alcoholic beverages will be served or sold require a vendor with a one-time event permit or permanent liquor license, and/or event insurance covering the service and consumption of alcoholic beverages on premises.

**The following are the insurance requirements needed for events or concessions:**

\$500,000 minimum for General Liability for *all events* except as noted below for *clowns, face painters and magicians only*.

\$100,000 minimum for General Liability for *clowns, face painters and magicians*.

\$500,000 minimum for Worker's Compensation and Employers' Liability for *all events* where vendors are coming onto any Town of Southwest Ranches property.

\$500,000 minimum for Automobile Liability for *all events* where vendors are coming onto any Town of Southwest Ranches property.

1. Certificates of Insurance MUST have thirty (30) days written notice of cancellation except ten (10) days for

nonpayment of insurance premium.

2. Certificates of Insurance MUST have the authorized representative's signature on the bottom right portion of the Certificate of Insurance.
3. Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628 must be the certificate holder AND the additional insured for liability coverages.
4. A description of your special event must be indicated in the Description of Operations section above the certificate holder section on the Certificate of Insurance.
5. All vendors must have a valid Broward County Local Business Tax Receipt.
6. Service and consumption of alcoholic beverages is permissible only with approved reservation, for non-profit use only.
7. Certificate of Insurance is required for all events where alcoholic beverages will be served or sold.
8. Certificate of Insurance required herein shall be submitted via email to [Parks@southwestranches.org](mailto:Parks@southwestranches.org) with an original mailed to Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330-2628.

**Additional requirements for Bounce Houses, Pony Rides, Petting Animal Operations:**

An adult employee of the vendor must be in attendance at all times during the event. Attendants must be at least 18 years old.

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

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Thursday 7:00 PM

June 9, 2016

13400 Griffin Road

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Present:

Vice Mayor Doug McKay  
Council Member Steve Breitkreuz  
Council Member Freddy Fisikelli  
Council Member Gary Jablonski

Russell Muñiz, Assistant Town Administrator/Town Clerk  
Martin D. Sherwood, Town Financial Administrator  
Jim Brady, Deputy Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Vice Mayor McKay at 7:06 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

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

**MOTION: TO EXCUSE MAYOR NELSON.**

**3. Presentation – SEAB Scholarship Award Presentation – Kathy Sullivan**

Kathy Sullivan announced the names of all of the SEAB Scholarship Award recipients.

**4. Legislative Update – Southern Strategy Group, Representative Richard Stark and Representative Evan Jenne**

An update on legislation considered by the Florida Legislature was provided.

**5. Proclamation – Code Enforcement Officer's Appreciation Week (June 6-10, 2016)**

A proclamation was read into the record and presented to Community Services Director Robert Solera.

**6. Public Comment**

There was no public comment.

**7. Board Reports**

No board reports were presented.

**8. Council Member Comments**

Council Member Fisikelli indicated that the 1 cent sales tax issue was still being debated between the County and the member cities.

Council Member Jablonski congratulated Davie Fire Chief Julie Downey on her recent appointment.

Vice Mayor McKay also congratulated Chief Downey and indicated that he and Council Member Breitkreuz along with other members of staff were in attendance at the Davie Town Council meeting when she was appointed.

Council Member Breitkreuz also congratulated Chief Downey and spoke of his positive experiences with her via the Town of Davie's C.E.R.T. program.

## **9. Legal Comments**

Deputy Town Attorney Brady indicated he had no legal comments.

## **10. Administration Comments**

Assistant Town Administrator Muñiz extended Town Administrator Berns' congratulations to Chief Downey.

## **11. Approval of Minutes**

### **a. May 12, 2016 Regular Meeting**

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

**MOTION:** TO APPROVE THE MINUTES.

**12. Adjournment** – Meeting was adjourned at 7:39 p.m.

*Respectfully submitted:*

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*Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on  
this 14<sup>th</sup> day of July, 2016.*

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*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 PROCEECING 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.

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

Thursday 7:00 PM

June 23, 2016

13400 Griffin Road

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Present:

Mayor Jeff Nelson

Andrew D. Berns, Town Administrator

Vice Mayor Doug McKay

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Steve Breitkreuz

Martin D. Sherwood, Town Financial Administrator

Council Member Freddy Fisikelli

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

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 7:05 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Quasi-Judicial Hearing

**3. Variance**

A RESOLUTION AND FINAL ORDER OF THE BOARD OF ADJUSTMENT OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING VARIANCE APPLICATION NO. VA-072-16 BY THE ARCHDIOCESE OF MIAMI, FOR ARCHBISHOP MCCARTHY HIGH SCHOOL; GRANTING A VARIANCE FROM THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF SOUTHWEST RANCHES, SUBSECTION 060-080 PERTAINING TO MAXIMUM PERMITTED HEIGHT IN THE COMMUNITY FACILITY DISTRICT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO TABLE THE VARIANCE TO AUGUST 25, 2016.

**4. Public Comment**

The following members of the public addressed the Town Council: Vince Falletta, Newell Hollingsworth, John Eastman, Barry Neunzig, and Mike Hanley.

**5. Board Reports**

No board reports were presented.

## **6. Council Member Comments**

Council Member Jablonski acknowledged the tragedy that took place in Orlando and hoped that nothing like that would ever happen in Town. He thanked Broward County for the speed in which the guardrails were installed along the western portion of Griffin Road. He indicated that horse crossing signs had been installed in response to the Town's request.

In response to comments made by the public, Council Member Breitkreuz stated that he is on record as supporting the widening of the western portion of Griffin Road as it is the safest option. He spoke about the guardrail project and stated that it was not yet complete along SW 195<sup>th</sup> Avenue as a turn lane is being constructed as part of the Franklin Academy project. He drew comparisons between the traffic demands of Franklin Academy and Archbishop McCarthy and stated his concerns about the traffic conditions that will be experienced when the school opens. He addressed comments made during public comment regarding an incident between Davie Fire Rescue and the Southwest Ranches Volunteer Fire Rescue Department on a fire scene and urged the resident to speak with Town Administrator Berns for further details on the findings. He announced that George Morris has been appointed to fill the vacancy on the Drainage and Infrastructure Advisory Board.

Vice Mayor McKay asked that the rest of the Town Council support adding the SW 193<sup>rd</sup> Avenue drainage project back into the budget for Fiscal Year 2017.

Mayor Nelson spoke about the recent compromise reached between the cities and the County concerning the sales surtax and asked that Town Administrator Berns provide a further update.

## **7. Legal Comments**

Town Attorney Poliakoff spoke of the upcoming depositions of Commissioner Angelo Castillo, City Attorney Sam Goren, Ryan Greenberg, and a CCA official in the lawsuit against Pembroke Pines. He advised that the Court has yet to rule on CCA's appeal. Regarding the proposed surtax, he indicated that there would be two items on the ballot. One for the County's transportation surtax, and the other for the cities' infrastructure surtax. He advised that an interlocal agreement (ILA) would need to come before the Town Council before September 30<sup>th</sup>. The ILA must be executed regardless of the Town's position on the surtax in the event that the electorate passes the ballot measures. Not executing the ILA would prevent the Town from receiving its share of the surtax funding.

## **8. Administration Comments**

Town Administrator Berns indicated that the cities and the County agreed to a compromise on placing two sales surtax related items on the ballot in November. The surtaxes will provide for a half cent sales tax for infrastructure needs for the cities, and the other half cent sales tax for transportation needs for the County. He indicated that the Town will have to approve the ILA as indicated by Town Attorney Poliakoff. He advised that the City of Coral Gables may be willing to donate a rescue unit to the Town. He is investigating this issue further and will report back to the Council. Lastly, he advised that Town staff is working on Founders Park and indicated that a private sponsor has offered a donation to begin work on this project. He asked for Council for their approval in accepting this donation. Council support was provided.

**Resolutions**

**9.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT WITH MARCUM, LLP; APPROVING AN ADDITIONAL THREE (3) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION AND SELECT OPTION 1.

**10.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SOLE SOURCE PROVIDER AGREEMENT WITH KESSLER CONSULTING, INC. ("KESSLER") FOR THE PREPARATION OF THE SOLID WASTE RFP CONTRACT SPECIFICATIONS IN AN AMOUNT NOT TO EXCEED FORTY NINE THOUSAND FIVE HUNDRED AND TWENTY DOLLARS (\$49,520.00); WAIVING THE REQUIREMENTS OF THE TOWN'S PROCUREMENT CODE BY FINDING THAT KESSLER IS PROVIDING A SPECIALIZED SERVICE PURSUANT TO SECTION 2-215 THEREOF; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE A WORK ORDER AUTHORIZING THE SCOPE OF WORK ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION.

**11. Approval of Minutes**

**a. May 26, 2016 Regular Meeting**

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

**MOTION:** TO APPROVE THE MINUTES.

**12. Adjournment** – Meeting was adjourned at 8:55 p.m.

*Respectfully submitted:*

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*Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on  
this 14<sup>th</sup> day of July, 2016.*

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*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 PROCEECING 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.