



Southwest Ranches Town Council

REGULAR MEETING Agenda of March 11, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Proclamation - Child Abuse Prevention Month - April 2021**
4. **Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
5. **Board Reports**
6. **Council Member Comments**
7. **Legal Comments**
8. **Administration Comments**

Ordinance - 2nd Reading

9. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONCERNING WATER PROTECTION AND CONSERVATION; PROVIDING FOR LANDSCAPE IRRIGATION RESTRICTIONS AND EXEMPTIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR ADMINISTRATIVE VARIANCE RELIEF; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {Approved on First Reading - February 25, 2021}**

Ordinance - 1st Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, ENTITLED, "DEFINITION OF TERMS" TO DEFINE THE TERMS, "VETERINARY CLINIC" AND "MOBILE SERVICES UNIT;" AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-050 "PERMITTED AND PROHIBITED USES" TO PROHIBIT VETERINARY CLINICS, VETERINARY HOSPITALS AND COMMERCIAL BOARDING AND BREEDING KENNELS AS PRINCIPAL USES IN THE A-1 and A-2 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH EVANS CONTRACTING SERVICES INC. IN THE AMOUNT OF NINETY-FOUR THOUSAND TWENTY-SIX DOLLARS AND ZERO CENTS (\$94,026.00) FOR PHASE I OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FUNDED DYKES ROAD DRAINAGE IMPROVEMENT PROJECT; APPROVING A BUDGET AMENDMENT TO THE FY21 ADOPTED BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE TRANSPORTATION SYSTEM SURTAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF THREE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS AND ZERO CENTS (\$3,363.00) TO CRIMSON TECHNOLOGY PRODUCTS FOR THE PURCHASE OF THREE (3) HAND-HELD RADAR UNITS FOR THE TOWN OF SOUTHWEST RANCHES POLICE DEPARTMENT; AUTHORIZING THE USE OF FORFEITURE FUNDS AND A FISCAL YEAR 2021 BUDGET AMENDMENT FOR THIS PURCHASE; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2015-017 RELATING TO THE TOWN'S ADVISORY COMMITTEE/BOARD POLICY PERTAINING TO MEETING ATTENDANCE; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE NEW POLICY; AND PROVIDING AN EFFECTIVE

DATE.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENACTING A ZONING IN PROGRESS, PURSUANT TO SECTION 005-240 OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE, TO FURTHER REGULATE ANY NEW COMMERCIAL NURSERY, EXPANSION OF AN EXISTING COMMERCIAL NURSERY, OR STORAGE OR GROWTH OF ANY PLANT MATERIAL IN CONTAINERS; ENACTING A ZONING IN PROGRESS FOR A PERIOD OF TIME NOT TO EXCEED SIX (6) MONTHS OR UNTIL THE TOWN'S REVISED REGULATIONS HAVE BEEN ADOPTED, WHICHEVER IS SOONER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Discussion

16. Charter Review
17. Founder's Park Mural
18. Approval of Minutes
 - a. January 28, 2021 Regular Meeting
19. Adjournment

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

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PROCLAMATION

CHILD ABUSE PREVENTION MONTH

WHEREAS, in Federal fiscal year 2018, 4.3 million reports were made to child protective services; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of the Town of Southwest Ranches; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, the Mayor and Town Council do hereby proclaim April 2021 as **NATIONAL CHILD ABUSE PREVENTION MONTH** in the Town of Southwest Ranches and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Dated this 11th day of March, 2021

STEVE BREITKREUZ, MAYOR

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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 3/11/2021
SUBJECT: Water Protection and Conservation

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

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

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Water Protection and Conservation - TA Approved	2/11/2021	Ordinance

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

- 47
- 48 (A) "Athletic Play Area" means all athletic play surfaces; including, football,
49 baseball, soccer, polo, tennis, lawn bowling fields, rodeo facilities, equestrian
50 riding rings and paddocks, and livestock arenas and paddocks.
- 51
- 52 (B) "Existing Landscaping" means any landscaping which has been planted and in
53 the ground for more than ninety (90) days.
- 54
- 55 (C) "Impervious Area" means land surfaces which do not allow the penetration of
56 water, including, but not limited to, paved roads, sidewalks, driveways, and
57 parking lots.
- 58
- 59 (D) "Landscaping" means shrubbery, trees, lawns, sod, grass, ground covers,
60 plants, vines, ornamental gardens, and such other flora not intended for resale,
61 which are situated in such diverse locations as residential landscapes,
62 recreation areas, cemeteries, public, commercial, and industrial
63 establishments, public medians, and rights-of-way.
- 64
- 65 (E) "Landscape Irrigation" means the outside watering of shrubbery, trees, lawns,
66 sod, grass, ground covers, plants, vines, ornamental gardens, and such other
67 flora not intended for resale, which are planted and situated in such diverse
68 locations as residential landscapes, recreation areas, cemeteries, public,
69 commercial, and industrial establishments, public medians, and rights-of-way.
- 70
- 71 (F) "Low Volume Hand Watering" means the watering of landscape by one (1)
72 person, with one (1) hose, fitted with a self-canceling or automatic shutoff
73 nozzle.
- 74
- 75 (G) "Low Volume Irrigation" means the use of equipment and devices specifically
76 designed to allow the volume of water delivered to be limited to a level
77 consistent with the water requirement of the plant being irrigated, and to allow
78 that water to be placed with a high degree of efficiency in the root zone of the
79 plant. The term also includes water used in mist houses and similar
80 establishments for plant propagation. Overhead irrigation and flood irrigation
81 are not included.
- 82
- 83 (H) "Micro-irrigation" means the application of small quantities of water on or below
84 the soil surface as drops or tiny streams of spray through emitter or applicators
85 placed along a water delivery line. Micro-irrigation includes a number of

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

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

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

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

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

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

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

118
119 **Section 5: Restrictions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

171
172 (G)Any declaration of Water Shortage restrictions issued by South Florida Water
173 Management District in times of drought shall be followed an enforced
174 immediately upon notification and continue for the duration of the water
175 shortage. Failure to comply with the requirements of these restrictions will
176 constitute a violation of the Town Ordinance.

177
178 **Section 6: Exceptions to the Landscape Irrigation Schedule.**

179 Landscape irrigation scheduling shall be subject to the following exceptions:

180
181 (1) Landscape irrigation systems may be operated during restricted days and/or
182 times for cleaning, maintenance, and repair purposes with an attendant on
183 site in the area being tested. Landscape irrigation systems may routinely be
184 operated for such purposes no more than once per week, and the run time
185 for any one (1) test should not exceed ten (10) minutes per zone.

186
187 (2)Landscape irrigation for the purpose of watering-in fertilizers, insecticides,
188 pesticides, fungicides and herbicides, where such watering-in is recommended by
189 the manufacturer, or by federal, state or local law, or best management practices,
190 shall be allowed under the following conditions:

191
192 (a) Such watering-in shall be limited to one (1) application, unless the
193 need for more than one (1) application is stated in the directions for
194 application specified by the manufacturer; and

195
196 (b) Such watering-in shall be accomplished during normally allowable
197 watering days and times, unless a professional licensed applicator has
198 posted a temporary sign containing the date of application and the
199 date(s) of needed watering-in activity.

200
201 (3) Any plant material may be watered using low volume irrigation, micro-
202 irrigation, low volume hand watering method, rain barrels, cisterns, or other
203 similar rain-harvesting devices without regard to the watering days or times.

204
205 **Section 7: Variances.** A variance from the Landscape Irrigation Restrictions
206 identified in Subsection 5 may be granted by the Town Administrator if strict application
207 of the restrictions would lead to unreasonable or unfair result; provided the applicant
208 demonstrates with particularity that compliance with the restrictions will result in
209 substantial economic, health, or other hardship on the applicant or those served by the

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

215
216 **Section 8: Enforcement.** Failure to comply with the requirements of this
217 Ordinance shall constitute a violation of a Town of Southwest Ranches Ordinance and
218 may be punishable pursuant to Section 162.21, Florida Statutes.

219
220 **Section 9: Codification.** Codification of this Ordinance is directed and
221 authorized.

222
223 **Section 10: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or
224 parts of Resolutions in conflict herewith, be and the same are hereby repealed to the
225 extent of such conflict.

226
227 **Section 11: Severability.** If any word, phrase, clause, sentence or section of
228 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof
229 shall not affect the validity of any remaining portions of this Ordinance.

230
231 **Section 12: Effective Date.** This Ordinance shall become effective immediately
232 upon adoption.

233

234 **PASSED ON FIRST READING** this ____ day of ____, 2021 on a motion made
235
236 by _____ and seconded by _____.

237
238 **PASSED AND ADOPTED ON SECOND READING** this __ day of ____, 2021, on a
239
240 motion made by _____ and seconded by _____.

241
242

243 **[Signatures On Next Page]**

244
245

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

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

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Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
38065131.1

Ordinance No. 2021-____
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13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
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Town Council
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Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 3/11/2021
SUBJECT: Vet Clinic Ordinance

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

The adopted Town of Southwest Ranches Comprehensive Plan does not authorize principal commercial land uses in the Rural Estate, Rural Ranches and Estate land use categories ("Residential Land Use Categories/Designations"). A veterinary clinic, veterinary hospital and commercial boarding and breeding kennel is a commercial land use. Section 045-050 of the ULDC allows veterinary clinics as a principal use in the A-1 and A-2 zoning districts, and permits veterinary hospitals and commercial boarding and breeding kennels as principal uses in the A-2 zoning district. Nearly all properties zoned A-1 and A-2 within the Town have Residential Land Use Designations. Section 045-050 conflicts with the permitted uses in the Residential Land Use Categories of the adopted Comprehensive Plan to the extent that Section 045-050 permits veterinary clinics, veterinary hospitals and commercial boarding and breeding kennels;

Pursuant to Florida law, the adopted comprehensive plan controls in the event of conflict with

the implementing land development regulations. Therefore the Town Council wishes to bring the conflicting ULDC provision into compliance with the adopted Comprehensive Plan.

Fiscal Impact/Analysis

N/A.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Veterinary Clinic Ordinance	2/19/2021	Ordinance

1 050 permits veterinary clinics, veterinary hospitals and commercial boarding and breeding
2 kennels; and

3 **WHEREAS**, pursuant to Florida law, the adopted comprehensive plan controls in
4 the event of conflict with the implementing land development regulations; and

5 **WHEREAS**, the Town Council wishes to bring the conflicting ULDC provision into
6 compliance with the adopted Comprehensive Plan.

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

9 **Section 1. Ratification.** The foregoing "WHEREAS" clauses are hereby ratified
10 and confirmed as being true and correct, and are hereby incorporated herein and made
11 a part hereof.

12 **Section 2. Amendment to Definitions.** Article 10, "Definition of Terms" is
13 hereby amended as follows:

14 * * *

15 *Mobile home.* The term "mobile home" has the same meaning given in F.S. §
16 320.01.

17 *Mobile services unit.* The term, "mobile services unit" means a van, truck, other
18 motor vehicle, or motor vehicle-trailer combination with equipment and facilities
19 to provide on-location personal services or animal care services for residential
20 customers as an alternative to the customer traveling to a fixed business location
21 for such services. Examples include, but are not limited to, shoe repair, hair styling,
22 veterinary care and dog grooming. A mobile services unit only provides services
23 while parked on the premises of the customer who is receiving the services, and
24 never offers services at any other location within the Town, including the premises
25 of its owner, operator or overnight parking location. As an itinerant service, a
26 mobile services unit is not a land use for the purpose of regulation under this
27 chapter.

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1 *Modeling and lingerie studio.* The term "modeling and lingerie studio" means an
2 establishment that offers persons the opportunity to view or photograph
3 models who are clothed in lingerie, or which offers encounter sessions with
4 models who are clothed in lingerie.

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5 * * *

6 *Vehicular use area.* The term "vehicular use area" means parking facilities,
7 driveways, and any area designed or used for vehicular circulation, parking,
8 loading, stacking or storage.

9
10 *Veterinary clinic.* The term, "veterinary clinic" means a facility that provides;
11 medical or dental treatment and care for animals. A veterinary clinic is not a
12 mobile services unit. ,

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13 *Water management area.* The term "water management area" means a portion
14 of a development that is a functional part of the "surface water management
15 system" and is designed for the normal impoundment, storage, or conveyance
16 of surface water or stormwater.

17 * * *

18 **Section 3. Amendment to Permitted Uses Table.** Article 45, Agricultural
19 and Rural Districts, Section 045-050 is hereby amended as follows:

20 Sec. 045-050. - Permitted and prohibited uses.

21 Plots in rural and agricultural districts may be used for one (1) or more of
22 the uses that are specified below as being permitted or conditionally permitted
23 uses:

Key to abbreviations:		
P=Permitted use	NP=Not permitted	C=Conditional use

Permitted Principal Uses	A-1	A-2	RE	RR
--------------------------	-----	-----	----	----

One single-family detached dwelling on a lot of record	P	P	P	P
Nonprofit neighborhood social and recreational facilities	P	P	P	P
Cemetery (subject to section 045-030(U))	P	NP	NP	NP
Community residential facilities (subject to section 045-030(S))	P	P	P	P
Crop raising and plant nurseries (commercial and noncommercial, subject to section 045-030(J))	P	P	P	P
Essential services (subject to section 045-030(K))	P	P	P	P
Fish breeding (commercial and noncommercial)	P	P	P	P
Keeping, breeding of animals (subject to section 045-030(F))	P	P	P	P
Commercial equestrian operations	P	P	P	P
Veterinary clinics; (no overnight stay or animal runs)	NP	NP	NP	NP
Veterinary hospitals	NP	NP	NP	NP
Kennels, commercial boarding and breeding	NP	NP	NP	NP
Cannabis-related uses	NP	NP	NP	NP
Wireless communication facilities (subject to article 40, "Telecommunication Towers and Antennas.")	P	P	P	P
<i>Permitted accessory uses to a single-family dwelling</i>				
Detached guesthouse (subject to section 045-030(G))	P	P	P	P

Exhibition of Class I and Class II wildlife (subject to section 035-070 pertaining to conditional uses)	C	C	NP	C
Keeping, breeding of animals (subject to section 045-030(F))	P	P	P	P
Yard sales (subject to section 035-060 pertaining to conditional uses)	C	C	C	C
Home offices (subject to section 035-030 pertaining to conditional uses)	C	C	C	C
Family day care homes	P	P	P	P
Cannabis-related uses	NP	NP	NP	NP
Accessory structures and uses, other	P	P	P	P

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2 **Section 4: Codification.** The Town Clerk shall cause this ordinance to be
3 codified as a part of the ULDC during the next codification update cycle.

4 **Section 5: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts
5 of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of
6 such conflict.

7 **Section 6: Severability.** Should any section or provision of this Ordinance or
8 any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional
9 or invalid, the invalidity thereof shall not affect the validity of any of the remaining
10 portions of this Ordinance.

11 **Section 7: Effective Date.** This Ordinance shall take effect immediately upon
12 passage and adoption.

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

1 **PASSED AND ADOPTED ON SECOND READING** this ____ day of _____,
2 2021, on a motion made by _____ and seconded by
3 _____.

4
5 Breitkreuz _____ Ayes _____
6 Hartmann _____ Nays _____
7 Allbritton _____ Absent _____
8 Jablonski _____ Abstaining _____
9 Kuczenski _____

10
11
12
13 _____
14 Steve Breitkreuz, Mayor

15 ATTEST:

16
17
18 _____
19 Russell Muñiz, Assistant Town Administrator/Town Clerk

20
21 Approved as to Form and Correctness:

22
23
24 _____
25 Keith Poliakoff, J.D., Town Attorney

26 38072992.1
27



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 3/11/2021
SUBJECT: Approving Agreement with Evans Contracting Services Inc. for the Florida Department of Environmental Protection Funded Dykes Road Slip Lining Project

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town was awarded a \$200,000 grant from the Florida Department of Environmental Protection with an estimated \$100,000 match for Dykes Road Drainage Improvements. As per the agreement with FDEP adopted by Resolution 2019-065, the improvements must be completed before December 2022. The project has been divided into two phases. The first phase consists of a total of 804 lineal feet of 18" CAMP that shall be lined with Cured-in-Place Pipe (CIPP), over 14 individual, separate locations along Dykes Road. Kevin Hart, District Director of South Broward Drainage District, graciously prepared the engineering plans and specifications.

The second phase will be a connection from Dykes Road to existing infrastructure just east of SW 163rd Avenue along SW 54th Place right-of-way.

On January 8, 2021, the Town advertised the first phase of the project: IFB 21-001 Dykes Road Slip Lining. On February 10, 2021, the Town received the following responses:

Bidder	Amount
Evans Contracting Services Inc.	\$94,026
Ric-Man Construction Florida, Inc	\$100,087
Shenandoah General Construction	\$114,636
American Infrastructure Technologies	\$167,100

After reviewing the bids, it was determined Evans Contracting Services Inc. submitted the lowest, responsive and responsible bid in accordance with the terms of this IFB and the Town's Procurement Code.

The Substantial Completion of the Project shall occur no later than forty-five (45) calendar days from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than sixty (60) calendar days from date of issuance of the Notice to Proceed.

Fiscal Impact/Analysis

The Town budgeted for this project in Infrastructure - Drainage account #101-5100-541-63260 (\$200,000 FDEP grant plus \$100,000 match) in FY 2020. Only \$159,355 has been budgeted in the FY 2021 (\$100,000 matching + \$59,355 in 2019 DEP grant revs). Therefore, a budget amendment is needed as follows to appropriate additional funds to Dykes DEP Drainage, which is grant funded and to be completed during FY 2021:

Increase:

2019 Dykes DEP Grant Revenues (101-0000-334-33449)
\$140,645 (\$200,000 award – only \$59,355 anticipated within the FY 2021 budget)

Increase:

Transportation Drainage Expenditures (101-5300-541-63260)
\$140,645

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/16/2021	Resolution
Agreement	2/16/2021	Agreement
Plans	2/16/2021	Exhibit
Evans Contracting Services Bid	2/16/2021	Exhibit

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RESOLUTION 2021-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH EVANS CONTRACTING SERVICES INC. IN THE AMOUNT OF NINETY-FOUR THOUSAND TWENTY-SIX DOLLARS AND ZERO CENTS (\$94,026.00) FOR PHASE I OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FUNDED DYKES ROAD DRAINAGE IMPROVEMENT PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021 ADOPTED BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches was awarded a \$200,000 grant from the Florida Department of Environmental Protection (FDEP) with an estimated \$100,000 Town match for Dykes Road Drainage Improvements; and

WHEREAS, pursuant to the agreement with FDEP adopted by Resolution 2019-065, the improvements must be completed before December 2022; and

WHEREAS, the project has been divided into two phases; and

WHEREAS, the first phase consists of a total of 804 lineal feet of 18" CAMP that shall be lined with Cured-in-Place Pipe (CIPP), over fourteen (14) individual, separate locations along Dykes Road; and

WHEREAS, the second phase will be a connection from Dykes Road to the existing infrastructure just east of SW 163rd Avenue along the SW 54th Place right-of-way; and

WHEREAS, on January 8, 2021, the Town advertised the first phase of the project: IFB 21-001 Dykes Road Slip Lining; and

WHEREAS, on February 10, 2021, the Town received four (4) responses; and

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

WHEREAS, Evans Contracting Services Inc.'s proposal totals Ninety-Four Thousand Twenty-Six Dollars and Zero Cents (\$94,026.00); and

WHEREAS, the Town budgeted for this specific project in Infrastructure - Drainage account #101-5100-541-63260 (\$200,000 FDEP grant plus \$100,000 match) in FY 2020; and

WHEREAS, only \$159,355 has been budgeted in the FY 2021 (\$100,000 matching + \$59,355 in 2019 DEP grant revs); and

WHEREAS, a budget amendment is needed to appropriate additional funds to Dykes DEP Drainage, which is grant funded and to be completed during FY 2021; and

WHEREAS, the Town Council believes that entering into an agreement with Evans Contracting Services Inc. for these services is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves an agreement with Evans Contracting Services Inc. in the amount of Ninety-Four Thousand Twenty-Six Dollars and Zero Cents (\$94,026.00) for the Phase I of the Dykes Road drainage improvement project in substantially the same form as that attached hereto as Exhibit "A."

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

Section 4. The Town Council hereby authorizes a budget amendment to appropriate additional funds for the Dykes DEP Drainage, which is grant funded and to be completed during FY 2021:

Increase:

2019 Dykes DEP Grant Revenues (101-0000-334-33449)
\$140,645 (\$200,000 award – only \$59,355 anticipated within the FY 2021 budget)

Increase:

Transportation Drainage Expenditures (101-5300-541-63260)
\$140,645

Section 5. This Resolution shall be effective immediately upon its adoption.

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

_____ and seconded by _____.

Breitkreuz _____

Hartmann _____

Allbritton _____

Jablonski _____

Kuczenski _____

Ayes _____

Nays _____

Absent _____

Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND



FOR

“IFB 21-001 DRAINAGE SLIP LINING - DYKES ROAD”

**AGREEMENT FOR
“IFB 21-001 DRAINAGE SLIP LINING - DYKES ROAD”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2020 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. 21-001 on _____, 2020 (“IFB”); and

WHEREAS, ___ bids were received by the Town on _____, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020- _____ 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 promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

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

Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

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

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

“IFB 21-001 DRAINAGE SLIP LINING - DYKES ROAD”

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred twenty (120) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).
 - 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all 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;
 - (v) All Work has been completed; and
 - (vi) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

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

Liquidated/Delay Damages (“LD’s”) – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **one hundred twenty (120) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, the parties agree that liquidated damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00**, for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes the delay in meeting the Substantial Completion Date. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

All work shall be substantially complete no later than **one hundred twenty (120) days** from the issuance of the Notice to Proceed. Final Completion of the project shall be achieved no later than 60 calendar days from Substantial Completion or within **one hundred eighty (180) days** from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

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

- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

Notwithstanding the foregoing, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the Florida Department of Environmental Protection if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$ _____ 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, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and

a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

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

Section 6: Insurance

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

Town of Southwest Ranches

13400 Griffin Road
Southwest Ranches, FL 33330-2628

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

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
- And
- Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301
- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town’s actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act.

Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third-Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

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

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

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

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid **ONLY** for Work performed and approved by the Town as of the date of this Agreement is terminated,

plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or

5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY

JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby “opt out” of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

Section 33: Miscellaneous

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

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

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2020.

WITNESSES:

CONTRACTOR:

By: _____

_____, _____(title)
____ day of _____ 2020

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor

____ day of _____ 2020

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 2020

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

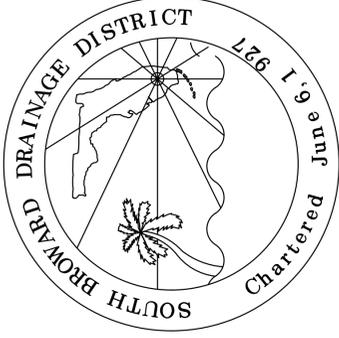
APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

**EXHIBIT B
DRAWINGS**

TOWN OF SOUTHWEST RANCHES & SOUTH BROWARD DRAINAGE DISTRICT DYKES ROAD PIPE LINING PROJECT

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

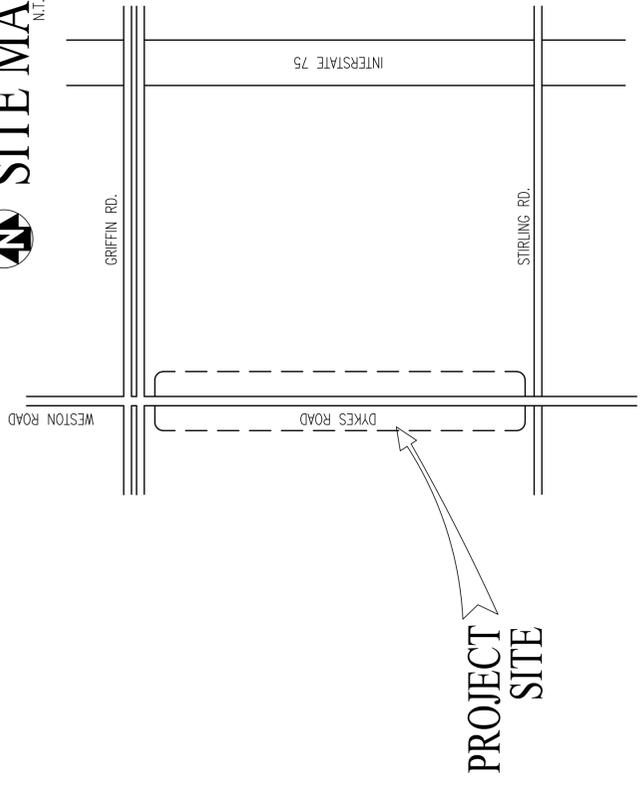


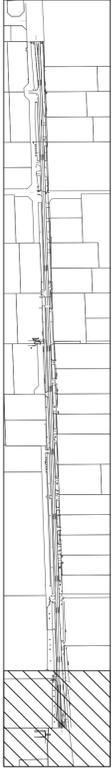
SOUTH BROWARD DRAINAGE DISTRICT
6591 SW 160th AVE.
SOUTHWEST RANCHES, FLORIDA 33331



Know what's below.
Call before you dig.

DRAWING INDEX:	
COVER SHEET	1
ENGINEERING PLAN	2
ENGINEERING PLAN	3
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ENGINEERING PLAN	5
ENGINEERING PLAN	6
ENGINEERING PLAN	7
ENGINEERING PLAN	8
SBDD NOTES	9

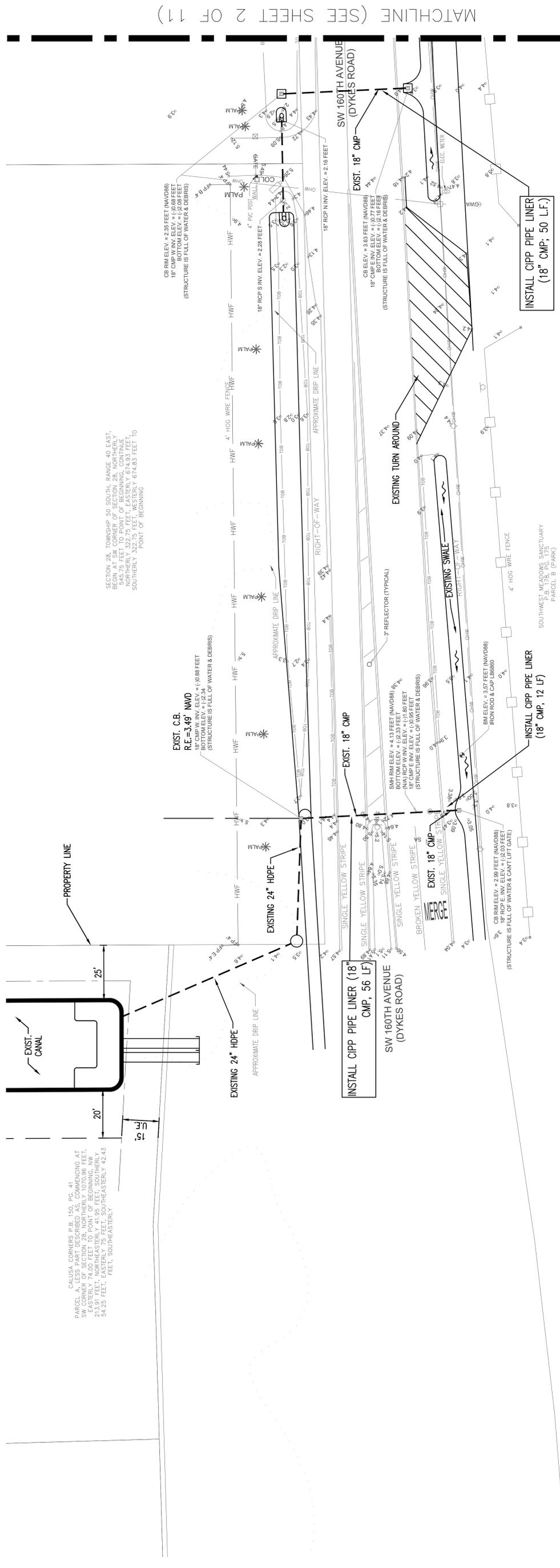




KEY MAP

NO SCALE

CALUSA CORNERS P.B. 150, PG. 41
 PARCEL A, LESS PART DESCRIBED A.S. COMMENCING AT
 SW CORNER OF SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST,
 BEG. AT SW CORNER OF SECTION 28, NORTHERLY
 21.331 FEET, NORTHEASTERLY 41.95 FEET, SOUTHERLY
 54.25 FEET, EASTERLY 75 FEET, SOUTHEASTERLY 42.43
 FEET, SOUTHEASTERLY



MATCHLINE (SEE SHEET 2 OF 11)



GRADING & DRAINAGE PLAN

SCALE: 1"=20'-0"

NOTES:
 • ALL ELEVATIONS ARE BASED ON NAVD '88 DATUM
 • CONVERSION FROM NAVD '88 TO NGVD '29 = 1.51'

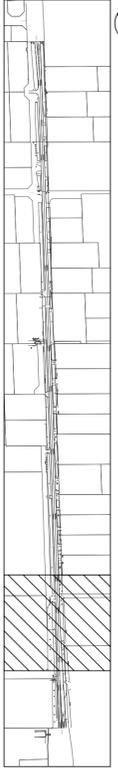
NO.	DATE	BY	NO.	DATE	BY	REVISION
1						

SOUTH BROWARD DRAINAGE DISTRICT
 6591 SW 160th AVE
 SOUTHWEST RANCHES, FL. 33331

ENGINEERING PLAN SOUTHWEST RANCHES, FLORIDA DYKES RD PIPE LINING PLAN

DRAWN BY:
 J.K.S.
 APPROVED BY:
 K.M.H.
 DATE: 2-17-20

SCALE: AS NOTED
 PROJECT NO.
 CAD FILE
 SHEET 1 OF 9



KEY MAP



NO SCALE

SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST,
 BEGON AT SW CORNER OF SECTION 28, NORTH 158 FEET,
 542.75 FEET EAST, 671.5 FEET SOUTHERLY, 723.15 FEET,
 WESTERLY, 1322.77 FEET TO POINT OF BEGINNING, LESS
 WEST 55 FEET OF SOUTH 223 FEET

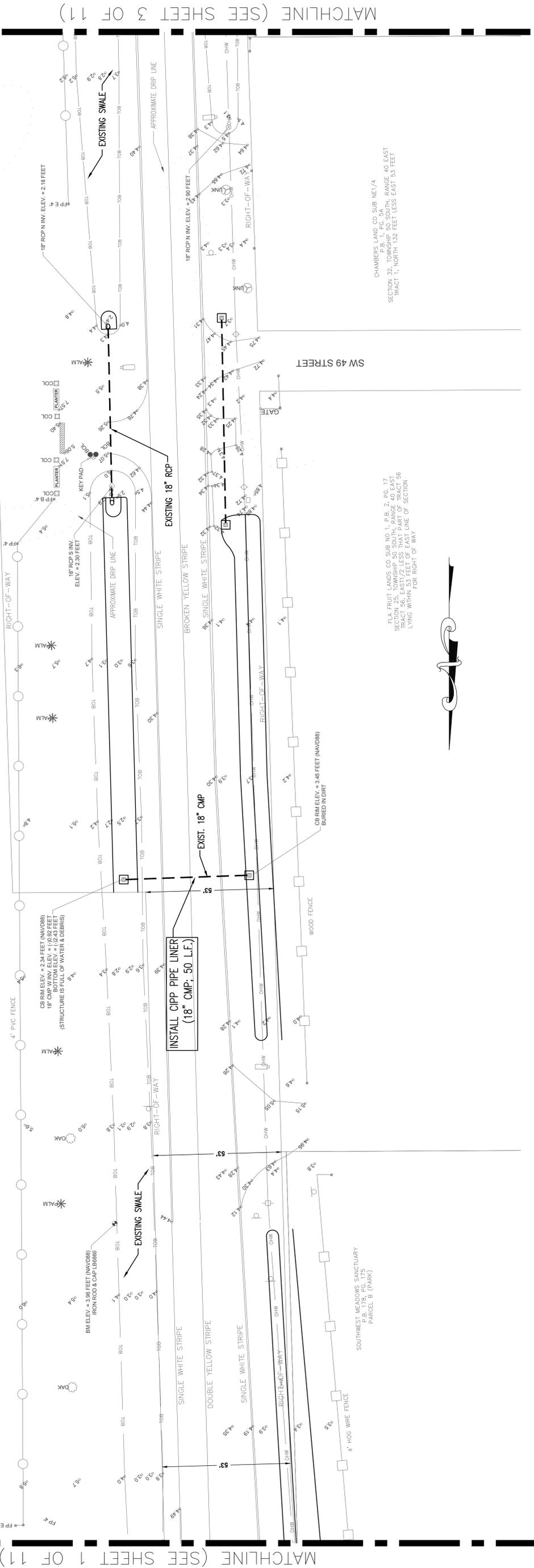
SECTION 25, TOWNSHIP 50 SOUTH, RANGE 40 EAST,
 TRACT 1, NORTH 132 FEET LESS EAST 53 FEET

SECTION 32, TOWNSHIP 50 SOUTH, RANGE 40 EAST,
 TRACT 1, NORTH 132 FEET LESS EAST 53 FEET

SECTION 25, TOWNSHIP 50 SOUTH, RANGE 40 EAST,
 TRACT 1, NORTH 132 FEET LESS EAST 53 FEET

SECTION 25, TOWNSHIP 50 SOUTH, RANGE 40 EAST,
 TRACT 1, NORTH 132 FEET LESS EAST 53 FEET

SECTION 25, TOWNSHIP 50 SOUTH, RANGE 40 EAST,
 TRACT 1, NORTH 132 FEET LESS EAST 53 FEET



GRADING & DRAINAGE PLAN



SCALE: 1"=20'-0"

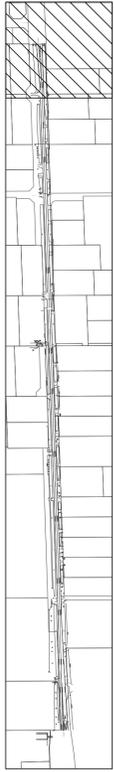
NOTES:
 • ALL ELEVATIONS ARE BASED ON NAVD '88 DATUM
 • CONVERSION FROM NAVD '88 TO NGVD '29 = 1.51'

NO.	DATE	REVISION	BY	NO.	DATE	REVISION	BY
1							

SOUTH BROWARD DRAINAGE DISTRICT		ENGINEERING PLAN	
6591 SW 160th AVE		SOUTHWEST RANCHES, FLORIDA	
SOUTHWEST RANCHES, FL. 33331		DYKES RD PIPE LINING PLAN	

SCALE	AS NOTED	SHEET
PROJECT NO.		2 OF 9
CAD FILE		

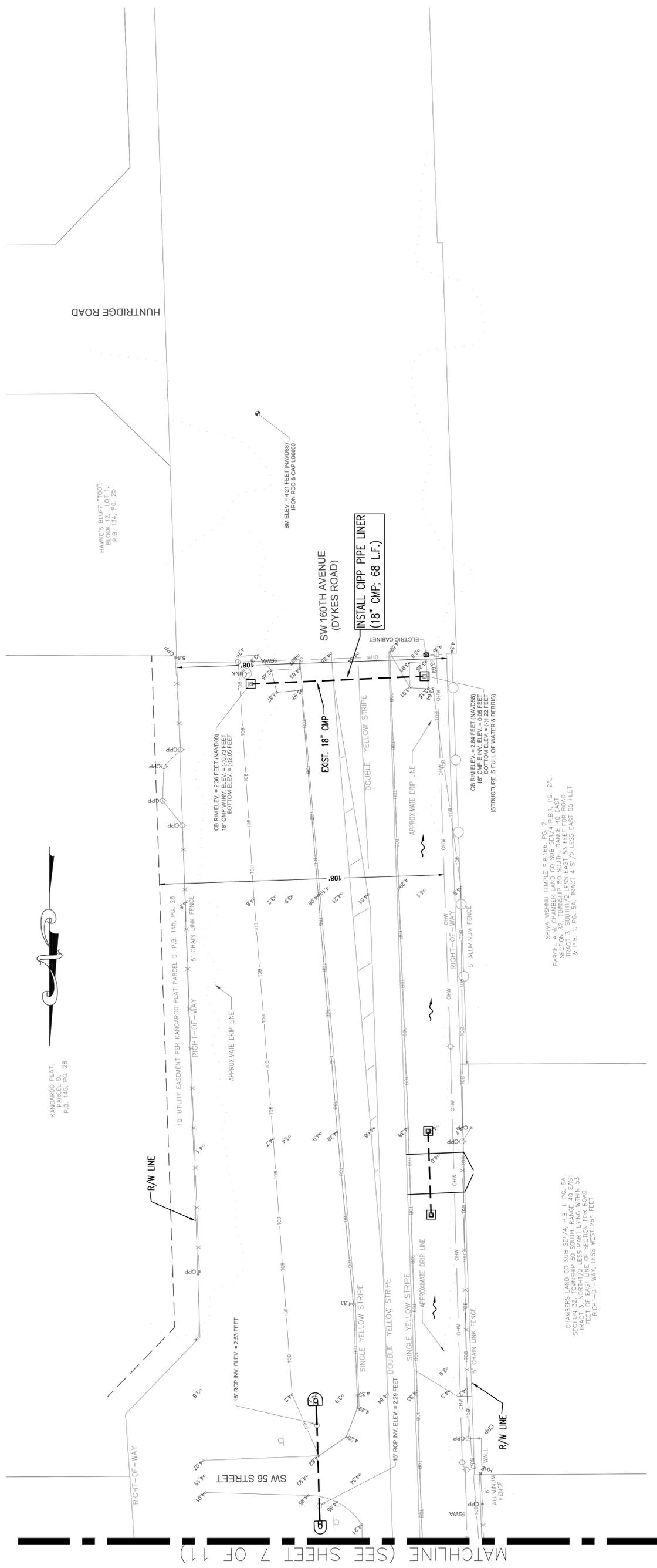
DRAWN BY:	J.K.S.
APPROVED BY:	K.M.H.
DATE:	2-17-20



KEY MAP



NO SCALE



SCALE: 1"=20'-0"

GRADING & DRAINAGE PLAN

NOTES:
 • ALL ELEVATIONS ARE BASED ON NAVD '88 DATUM
 • CONVERSION FROM NAVD '88 TO NGVD '29 = -1.51'

SHIVA VISHNU TEMPLE P.B.166, PG. 2, 8A1, PG. 2A, PARCEL A & CHAMBER LAND CO. SUB. PARCEL 46 EAST SECTION 32, TOWNSHIP 30 SOUTH, RANGE 40, EAST TRACT 3, NORTH 1/2, LESS SECTION FOR ROAD 1' & P.B. 1, PG. 5A, TRACT 4 51/2 LESS EAST 35 FEET RIGHT-OF-WAY, LESS WEST 284 FEET

CHAMBERS LAND CO SUB SEV/4, P.B. 1, PG. 5A, SECTION 32, TOWNSHIP 30 SOUTH, RANGE 40, EAST TRACT 3, NORTH 1/2, LESS SECTION FOR ROAD 1' & P.B. 1, PG. 5A, TRACT 4 51/2 LESS EAST 35 FEET RIGHT-OF-WAY, LESS WEST 284 FEET

NO.	DATE	REVISION	BY	NO.	DATE	REVISION	BY
1			KH				

SOUTH BROWARD DRAINAGE DISTRICT
 6591 SW 160th AVE
 SOUTHWEST RANCHES, FL. 33331

ENGINEERING PLAN
 SOUTHWEST RANCHES, FLORIDA
 DYKES RD PIPE LINING PLAN

DRAWN BY:
 J.K.S.
 APPROVED BY:
 K.M.H.
 DATE: 2-17-20



SCALE: AS NOTED
 PROJECT No.
 CAD FILE

SHEET
 8 OF 9

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

**APPENDIX A
BIDDER INFORMATION**

NAME: Evans Contracting Services, Inc

ADDRESS: 320 Foxtail Avenue Middleburg FL, 32068

FEIN: 59-358-6613

LICENSE NUMBER: _____ STATE OR COUNTY: FL

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: Evans Contracting Service, Inc.

BIDDER'S ADDRESS: 320 Foxtail Avenue Middleburg FL, 32068

BIDDER'S PHONE NUMBER: Office: (904)282-0155 Cell: _____

BIDDER'S EMAIL ADDRESS: cheyenne.evanscontract@gmail.com

By: Nora Evans

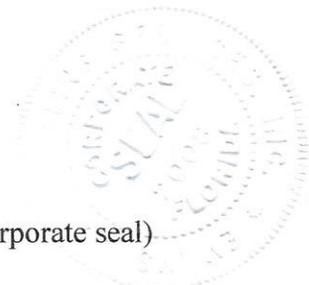
Evans Contracting Services, Inc
Name of Corporation/Entity

320 Foxtail Avenue Middleburg FL, 32068
Address of Corporation/Entity

Nora M. Evans
Signature of President or Authorized Principal

By: Nora Evans

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



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The contract for this project is a lump sum contract. Unit prices shall be used for the purposes of bid evaluation, progress payments and to determine the cost of change orders resulting from changes to the design.

The Bidder/Contractor is responsible to verify all quantities listed in the Bid Proposal Form. The field measurement of quantities will not affect the lump sum contract price.

BASE BID ITEMS (PHASE I)

ITEM 1 – GENERAL CONDITIONS

The work covered by this item shall include, but not be limited to, pre-development costs; overhead costs; vehicles; bonds; insurance; licenses; permit compliance; staffing; compliance with safety requirements; first aid; scheduling; QA/QC; communications; material delivery costs; rentals; and administrative costs. This item shall also include the Contractor's responsibility to submit for and to obtain a construction permit from the Town of Southwest Ranches.

ITEM 2 – MOBILIZATION

The work covered by this item shall include, but not be limited to, the mobilization of Contractor's personnel, equipment and supplies to the project site; the establishment of the Contractor's staging area, temporary facilities, grading, securing, and restoration of staging area; pre-work inspection and documentation; and all other costs incurred for activities which must be performed prior to beginning the work under this contract; and the removal of the Contractor's equipment, supplies, excess materials, and cleanup of the construction site, as needed to complete the work. The staging area for this project shall be limited to the public right-of-way of Dykes Road and the area of the Calussa Corners property as designated by the Town of SW Ranches. No existing traffic patterns, roadways, or driveway access shall be impacted by the Contractor's staging area.

ITEM 3 – CLEAN EXISTING 18" CAMP (14 SEPARATE LOCATIONS)

The work covered by this item shall include, but not be limited to, the complete cleaning of each 18" CAMP pipe; the removal of any jagged and metal pieces; and the complete in-line inspection of each 18" CAMP pipe, as required to install the CIPP. The inspection of the pipe shall consist of either a lamping or a televised inspection of each pipe run and shall be witnessed by SBDD and the Town of SW Ranches. This work item shall also include, but not limited to, materials, equipment, labor, dewatering, and disposal of materials as needed to complete the work. There are 14 individual, separate pipe runs, with a total length of 804 lineal feet of 18" CAMP that shall be cleaned and inspected.

ITEM 4 – INSTALL CIPP FOR 18' CAMP (14 SEPARATE LOCATIONS)

The work covered by this item shall include the installation of the continuous Cured-in-Place Pipe (CIPP) for each 18" CAMP location (total of 14 locations) in accordance with contract documents and manufactured specifications including, but not limited to, materials, equipment, labor, dewatering, and disposal of materials as needed to complete the work. There is a total of 804

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lineal feet of 18" CAMP that shall be lined with CIPP, over 14 individual, separate locations.

ITEM 5 – RESTORATION

The work covered by this item shall include the complete restoration of the project limits in accordance with the contract documents including, but not limited to, materials, equipment, backfill, disposal of excess materials, topsoil, grading, compaction, sod, and temporary watering as needed to complete the work. This work item shall also include the complete restoration of any driveways, roadways, fences or landscape features impacted by the Contractor's work.

ITEM 6 - EROSION/POLLUTION CONTROL

- A. The work covered by this item shall include, but not be limited, to all actions, installations, precautions and measures necessary to comply with all applicable government regulations related to the erosion of soil or vegetation or impacts on the water quality of any body of water.
- B. This item shall include all costs and measures necessary to comply with all dewatering regulations.
- C. This item shall include sweeping and otherwise cleaning the haul routes including dust control.
- D. The Contractor shall utilize, as appropriate, silt fences, turbidity barriers, best management practices and other necessary measures to control erosion as specified in Florida Department of Transportation Standard Index Nos. 102 and 103.

ITEM 7 – MAINTENANCE OF TRAFFIC

The work covered by these items shall include, but not be limited to the preparation, set-up, and implementation of a Maintenance of Traffic Plan, as applicable. This shall apply to any proposed lane closures as required to perform and complete the work.

The Contractor shall maintain access to all residential and commercial driveways.

The Contractor shall be required to submit a Maintenance of Traffic (MOT) Plan to SBDD, Broward County Traffic Engineering Division (BCTED) and the Town of Southwest Ranches for approval, prior to starting the work, as applicable.

This item shall include any flag persons, signage, barricades, barriers or other provisions that are required to meet the requirements for the MOT. If necessary, the Contractor shall employ the services of a registered professional engineer to prepare the MOT Plan and/or assist in the Contractor in the implementing the MOT Plan.

**TECHNICAL SPECIFICATIONS
SECTION 1 – GENERAL**

I. APPLICABLE CODES

- A. General
All construction and materials shall conform to the standards and specifications of the Town of Southwest Ranches, South Broward Drainage District (SBDD), Broward County Traffic Engineering Division (BCTED), South Florida Water Management District (SFWMD) and all other local and national codes where applicable.
- B. Construction Safety

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All construction shall be done in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

- C. Trench Safety Act
Contractor shall be solely responsible for compliance with the State of Florida Trench Safety Act, Florida Statutes Section 560, etc. No trenches shall be left open overnight or during weekends.
- D. Survey Data
All elevations on the plans or referenced in the specifications are based on the North American Vertical Datum of 1988 (NAVD).

II. EXISTING IMPROVEMENTS AND LANDSCAPING

- A. All trees, shrubs and other vegetation that must be removed to perform the work under this contract shall be disposed of off-site in a legal manner.
- B. Other than those fences that are noted to be removed and disposed, all other fences that are removed must be reinstalled or replaced with the same type (thickness, color, material, size, etc.) of fence as was removed.
- C. All wood, plastic, paper, metal, debris, siltation, and vegetation removed from the site shall be disposed by the Contractor outside the boundaries of this project in accordance with all applicable environmental regulations.
- D. Irrigation systems and existing utility lines encountered by the Contractor are to be protected. Any damage to any irrigation system or existing utility line shall be repaired by the Contractor at his own expense.

III. CONTRACTORS PRECONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of Notice of Award, the Contractor shall arrange a preconstruction conference with the Owner.
- B. The Contractor shall obtain a A Sunshine Certification Number at least 48 hours prior to beginning any excavation. The Contractor shall be responsible for damage to any existing utilities for which he fails to request locations. He shall also be responsible for damage to any existing utilities for which he requests locations. The Contractor is to provide Certification number to the Owner prior to commencing any work.
- C. The Contractor shall verify the size, location, elevation and material of all existing utilities within the area of construction. If upon excavation, an existing utility is found to be in conflict with the proposed construction or to be of a size or material different from that shown on the Plans, the Contractor shall immediately notify the Owner. The Contractor shall hand dig in the vicinity of the existing irrigation or utility lines to minimize the potential for damage to those pipes.
- D. The Contractor shall be responsible for damage to any existing utilities, piping, etc. shown on the drawings, or for which he fails to request locations from the utility owner. He is responsible as well for damage to any existing utilities/piping that is properly located.
- E. Temporary Utilities – it shall be the Contractor’s responsibility to arrange for or supply temporary water services, sanitary facilities, electricity, phones, etc. to his employees and subcontractors for their use during construction.
- F. Staging Area – the Contractor shall be able to make use of the Dykes Road right-of-way

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and the area within Calussa Corners Park as designed by the Town of SW Ranches for staging of equipment and materials. It shall be the Contractor's responsibility to properly secure the staging area and to maintain the staging area in a neat and orderly manner. The Owner shall not be responsible for any damage, theft, displacement, or other incidents that may occur in the staging area or project site.

The Contractor shall obtain approval from private property owners for the locations and use of all other staging areas or construction traffic access routes, beyond those areas identified in the contract documents.

IV. INSPECTIONS

The Contractor shall notify SBDD (954) 680-3337 at least 24 hours prior to the inspection of the following items:

- A. Site preparation
- B. Culvert Cleaning
- C. CIPP Installation
- D. Restoration.
- E. Final: Participate with the Town and SBDD in a Final Inspection of all work performed.

V. SHOP DRAWINGS

- A. Prior to their construction or installation, shop drawings shall be submitted to and reviewed by the Owner for the CIPP material and all other project components as appropriate or as directed by the Owner.
- B. Prior to submitting shop drawings to the owner, the Contractor shall review and approve the drawings and shall note in red, any deviations from the plans and specifications.

VI. PROJECT SITE

- A. During construction the project site, staging area, construction traffic routes, and all adjacent areas shall be maintained in a neat and clean manner. Upon final clean-up, the project site shall be left clear of all surplus material or trash and the paved areas shall be swept broom clean and washed down as directed by Owner.
- B. The Contractor shall restore or replace, when and as directed by Owner, any public or private property damaged or altered by his work, equipment, employees or those of his subcontractors to a condition at least equal to that existing immediately prior to the beginning of operations.
- C. The Contractor and Owner shall perform a pre-work inspection of the project area, staging area and construction traffic routes to review and document the existing conditions. Contractor shall be responsible to perform the level of review and documentation necessary to properly and adequately document the existing pre-work conditions. The pre-work inspection shall be the basis for the Owner to determine the extent of restoration/replacement that is required under these contract documents to restore/replace the project site, staging area, construction traffic access routes, and adjacent areas to a condition at least equal to that existing immediately prior to the beginning of operations.
- D. Where material or debris has washed into, flowed into, or been placed into water bodies, lakes, ditches, drains, catch basins, or elsewhere as a result of the Contractor's operations,

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- such material or debris shall be removed and satisfactorily disposed of by the Contractor.
- E. No trenches shall be left open overnight or during weekends.

VII. POLLUTION CONTROL

During the entire course of construction operations, the Contractor shall control and conduct such operations and institute maintenance procedures to prevent pollution of adjacent lands and surface waters and deposition of solids caused by either material runoff or pumped discharges from the construction area. The Contractor shall use turbidity screens or other best management practices that may be necessary to maintain water quality standards. Pollution Control measures shall apply to both the work area and the staging area, as applicable.

The Contractor shall submit a Notice of Intent to the Florida Department of Environmental Protection prior to starting construction.

The Contractor shall take all necessary measures to prevent dust and airborne sand from impacting adjacent properties. These measures may include watering and the application of calcium chloride or any other approved legal method.

The Contractor shall not receive any additional compensation for pollution control activities. If any fines or penalties are incurred as a result of the Contractor's actions or inactions, the Contractor shall be fully and solely responsible for those fines or penalties whether they were levied against the Contractor, Owner or Engineer.

The Contractor shall apply for, secure and abide by the terms of a dewatering permit if any of his activities, or those of his subcontractors warrant a dewatering permit from any government agency. The Contractor shall pay for all costs associated with the dewatering permit under the total lump sum price for the project.

If any pollution of the land or water occurs, directly or indirectly, as a result of the Contractor's work, the Owner shall have the right, but not the obligation to clean up the pollution or to hire a company to clean up the pollution and to back charge the Contractor for the cost of the clean-up. The Owner shall have the option to require the Contractor to reimburse him for the cost of such clean up or to deduct the cost from the Contractor's pay requests.

VIII. DISPOSAL OF WASTE MATERIALS AND DEBRIS

Contractor shall remove from the job site, all demolition debris, waste materials and debris resulting from his construction activities in accordance with the Contract Documents. The Contractor ~~provide~~ provide all means of protecting the work area and other surrounding properties from Any hazardous waste by methods approved by all governmental agencies having jurisdiction.

IX. SAFETY – LOSS CONTROL PROVISIONS

The Contractor shall be responsible for providing safe and healthful working conditions for employees of the Contractor, subcontractors, the District, or its invitees. The Contractor shall initiate and maintain an accident prevention program which should include, but is not limited to, the following: establish and supervise programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

The Contractor shall be responsible for providing first-aid services and medical care to all his

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employees. The Contractor shall be responsible for development and maintenance of an effective fire protection and prevention program at the job site throughout the construction, repair, alterations, or demolition work. The Contractor shall be responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is exposure to hazardous conditions, including safety belts, lifelines and lanyards.

Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damages sustained as a result of a violation of this section from the Contractor to the District and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all person and property at the project site. Employees required to handle or use toxins, caustics, and other harmful substances shall be instructed regarding the safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required. All work shall meet and be in compliance with standards and regulations set forth by Occupational Safety and Health Administration (OSHA), Florida Department of Labor and Employment Security, and any and all other appropriate federal, state, local or District safety and health standards including, but not limited to OSHA, Excavation

X. PROJECT RECORD DRAWINGS

The Contractor shall maintain accurate and complete records of work items completed.

XI. TESTING

All testing required for compliance with these specifications shall be performed by an independent testing laboratory under contract to and as directed by the Contractor, and acceptable to the Owner.

Contractor shall be responsible for arranging and obtaining and shall pay all costs associated with testing required for compliance with these specifications and required for Owner's and Engineer's acceptance of the Work.

There will be no separate payment for providing the required testing for this project.

SECTION 2 - SITE WORK

I. MAINTENANCE OF TRAFFIC (MOT)

General

The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) and the Manual of Uniform Traffic Control Devices (MUTCD) at all times.

If the Contractor proposes to impact any local traffic as a result of any construction activities associated with this project, he shall be required to submit a Maintenance of Traffic (MOT) Plan to SBDD, the Town of Southwest Ranches and the Broward County Traffic Engineering Division (BCTED) for approval, prior to starting the work.

The Contractor shall maintain access to all commercial and residential driveways.

The lump sum price for this project shall include any and all provisions that are required for any and all MOT activities associated with the project and shall be included.

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The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) and the Town of Southwest Ranches at all times. Any impacts to local traffic shall require a Maintenance of Traffic Plan to be submitted and approved by SBDD, Town of Southwest Ranches and Broward County Traffic Engineering Division (BCTED).

II. CULVERT CLEANING

- A. All material removed from the existing culverts shall be removed from the site by the Contractor.
- B. Any wet excavated materials shall be drained before transporting the material on any public or private road.
- C. The Contractor shall take the necessary precautions to ensure that the transport of material over all roads over which material is transported shall be kept clean of all sand, dust and rock. If necessary, the Owner may direct Contractor to clean and wash down roadways where the Contractor's hauling activities have deposited inordinate amounts of material on the roadways.

III. CURED-IN-PLACE PIPE

A. Material

Cured-in-Place Pipe (CIPP) shall conform to latest editions of ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube) and ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)).

B. Installation

Cured-in-Place Pipe (CIPP) shall be installed in accordance with the manufacturer's recommendations and shall conform to latest editions of ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube) and ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)).

C. Inspections

- 1. The final inspection shall include pumping down the pipes and maintaining that level for the duration of a lamping inspection or walkthrough to be conducted by SBDD and the Owner's inspector.
- 2. The final inspection shall be considered satisfactory if, among other points, the pipes are clean. Clean shall be defined as the bottom of the culvert not containing more than 0.75 inches of mud in the bottom of the pipes.

GENERAL NOTES (PLANS)

- 1) The Contractor shall be required to secure or remove from the site, prior to a named storm event, any materials or equipment which could cause bodily injury, damage to the work, the Owner's installations and/or public or private property. Site excavations shall be required to be secured and/or backfilled. The Contractor is responsible for preparing for all storm events. The Contractor shall take the necessary precautions to protect the walking and motoring public from harm due to construction activity. Contractor shall

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maintain stormwater and drainage flow as may be required to prevent adverse effects of stormwater which would normally flow through the existing and proposed facilities. The Contractor will not be paid additional for any measures related to this item, however, a time extension may be added to the contract for the time delay.

- 2) All material and laboratory tests required for compliance with these specifications shall be performed by an independent testing laboratory under contract to and as directed by the Contractor and acceptable to the Owner and Engineer.
Contractor shall be responsible for arranging and obtaining and shall pay all costs associated all material and laboratory tests required for compliance with these specifications and required for Owner's and Engineer's acceptance of the Work.
- 3) The Contractor recognizes that its work activities may generate complaints from adjacent property owners and property owners in the vicinity of the Project. The Contractor agrees that should such complaints be forwarded to the Contractor, whether by the Owner or otherwise, the Contractor will respond in an appropriate manner within 24 hours. The Contractor further agrees that if the Contractor receives complaints from any entity other than the Owner, it will notify the Owner, in writing, of the complaint within 24 hours. The Contract Documents depict the project limits for the project. The Contractor is prohibited from entering, encroaching upon or storing material on any property outside the project limits or approved staging area without the express written permission of the Owner and the affected property owner(s).

The Contractor shall restore all damages to existing wetlands, uplands, rights-of-way, easements, private properties, Town of SW Ranches facilities, South Broward Drainage District facilities, and surface and underground facilities resulting directly or indirectly from his construction operations to a condition equal to or better than the condition existing prior to work.
- 4) Under no circumstances will the hardness of the rock, the depth of the rock or the elevation of the rock to be excavated or the ground water conditions encountered be considered justification for a change order.
- 5) The Contractor agrees that during the progress of work under the Agreement, he will, at all times, comply with the safety requirements of OSHA, Broward County, and Contractor does hereby save and hold harmless Owner, Engineer, and Owner's and Engineer's agents and employees from any liability, damages, costs, or expenses, attorneys' fees and court costs through all trial and appellate levels arising out of any injury to persons or property sustained by reason of the default or neglect of the Contractor to properly comply with any of the above safety requirements or any other applicable safety requirements and to protect the work covered by this Agreement.
- 6) The lump sum price shall not include the cost for any permit fees except the cost of a permit fee for a dewatering permit, if applicable. If any other permit fees are required for any work, the Owner will pay the actual cost of said permit directly or as an extra to the Agreement. The Contractor shall be responsible to pay any dewatering permit fees under the lump sum contract price.

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APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF

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

1. Affiant appears herein as:

an individual or
 the Vice President of Evans Contracting Services, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is:
320 Foxtail Avenue Middleburg FL, 32068

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Nora M. Evans
Nora Evans, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 9th day of February, 2021, by Nora Evans, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Kassandra S. Sullins
Notary Public

KASSANDRA S. SULLINS
Notary Public, State of Florida
My Comm. Expires 06/22/2022
Commission No. GG202445

Kassandra S. Sullins
(Print Notary Name)
State of Florida at Large
My Commission Expires: 6/22/2022

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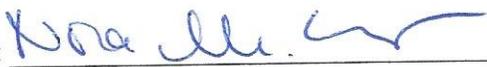
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APPENDIX D
DRUG FREE WORKPLACE

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

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

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

BIDDER'S SIGNATURE: 

BIDDER: Evans Contracting Services, Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX E
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to The Town of Southwest Ranches Florida
by Nora Evans
for Evans Contracting Services, Inc
whose business address is 320 Foxtail Avenue Middleburg FL, 32068

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-358-6613

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

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]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

By: Nora M. Evans

Nora Evans
(Printed Name)

Vice President
(Title)

Sworn to and subscribed before me this 9th day of February 2021

Personally known X

Or Produced Identification _____
(Type of Identification)

Notary Public - State of Florida

Kassandra Sullins
Notary Signature

My Commission Expires 6/22/2022

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

KASSANDRA S. SULLINS
Notary Public, State of Florida
My Comm. Expires 06/22/2022
Commission No. GG202445

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

**APPENDIX F
NON-COLLUSION AFFIDAVIT**

State of Florida)
) ss:
County of Clay)

Nora Evans being first duly sworn deposes and says that:

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

By: Nora Evans

Nora Evans
(Printed Name)

Vice President
(Title)

Sworn to and subscribed before me this 9th day of February, 2021,

Personally known X

Or Produced Identification _____
(Type of Identification)

Notary Public - State of Florida

Kassandra Sullins
(Notary Signature)

My Commission Expires: 06/22/2022

KASSANDRA S. SULLINS
Notary Public, State of Florida
My Comm. Expires 06/22/2022
Commission No. GG202445

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

**APPENDIX G
ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: Evans Contracting Services, Inc

Street address: 320 Foxtail Avenue

City, State, Zip: Middleburg, FL, 32068

Certified By: Nora Evans
(type or print)

Title: Vice President

Signature: 

Date: 02/03/2021

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

APPENDIX H
BIDDER CONFIRMATION OF QUALIFICATIONS

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

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

1. 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 bidder who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: Evans Contracting Service, Inc.

Bidder's Name: Nora Evans

Bidder's Address: 320 Foxtail Avenue
Middleburg FL, 32068

Bidder's Phone Number: (904)282-0155

Bidder's Email: cheyenne.evanscontract@gmail.com

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

Please see attached
paper, regarding.

BIDDER: Evans Contracting Services, Inc

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

State of Florida

County of Clay

The foregoing instrument was acknowledged before me this 9th day of February, 20 21
by Nora Evans of Evans Contracting Services, Inc (Proposer), 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 Clay County, Florida

Kassandra Sullins
Notary Signature

KASSANDRA S. SULLINS
Notary Public, State of Florida
My Comm. Expires 06/22/2022
Commission No. GG202445

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

BIDDER: Evans Contracting Services, Inc.

Nora Evans

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

***APPENDIX J**
CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

N/A

State of _____)
County of _____) ss:

I HEREBY CERTIFY that a meeting of the Partners of the _____

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

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

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__.

Secretary:

(SEAL)

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

BIDDER: Evans Contracting Services, Inc.

By: Nora M. G.

Title: Vice Pres.

IN PRESENCE OF: _____
(Individual or Partnership Principal)

(SEAL)

320 Foxtail Avenue

(Business Address)

Middleburg, FL 32068

(City/State/Zip)

904 282 0155

(Business Phone)

SURETY: United States Surety Company

By: Robert T. Theus, Attorney-in-Fact

219 N. Newnan St.

(SEAL)

(Business Address)

Jacksonville, FL 32202

(City/State/Zip)

904-353-3181

(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:

Robert T. Theus, Licensed Florida Resident Agent

Date: 02/10/2021



TOKIOMARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, UNITED STATES SURETY COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Maryland, and having its principal office in Timonium, Maryland, does by these presents make, constitute and appoint,

ROBERT T. THEUS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2012812, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of United States Surety Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, United States Surety Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 1st day of June, 2018.

State of California
County of Los Angeles



By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of United States Surety Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia O. Carrejo (seal)



I, Kio Lo, Assistant Secretary of United States Surety Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of February, 2021.

Bond No. BB2012812
Agency No. 9275



Kio Lo
Kio Lo, Assistant Secretary

HCGSZPOAUSSC06/2018

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

**APPENDIX N
GOVERNMENTAL CONTACT INFORMATION**

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
FDOT	2981 NE Pine Island rd Cape Coral, FL 33909	239-738-6676	Carlos Cabrera Carlos.cabrera@dot.state.fl.us
FDOT	5211 Ulmerton rd. Clearwater FL, 33760	727-575-8309	Philp.Fletcher@dot.state.fl.us
FDOT	2822 Leslie rd-MS 7-1270 Tampa FL, 33619	813-676-2300	Joshua Funk Joshua.Funk@dot.state.fl.us
FDOT	2400 Oviedo Camp rd Oviedo FL, 32765	407-902-7684	Lester Macbride Lester.Macbride@dot.state.fl.us
FDOT	2740 S.R 60 West Bartow FL, 33830	863-519-4103	Joshua Joyner Joshua.Joyner@dot.state.fl.us
The City Of Jacksonville FL	609 St.Johns Bluff rd N Jacksonville FL, 32225	904-255-4294	RYoung@coj.net

BIDDER: Evans Contracting Services, Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

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

TO THE TOWN OF SOUTHWEST RANCHES:

Evans Contracting Services, Inc

_____, 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 _____^{Evans Contracting Service, Inc.}'s failure to comply with such regulations.

ATTEST

Evans Contracting Services, Inc
CONTRACTOR

BY: 

Nora Evans

Print Name

Date: 02/08/2021

BIDDER: Evans Contracting Services, Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

APPENDIX P
BIDDER CONFIRMATION OF QUALIFICATIONS

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

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

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

Bidder: Evans Contracting Service, Inc.

Bidder's Name: Nora Evans

Bidder's Address: 320 Foxtail Avenue
Middleburg FL, 32068

Bidder's Phone Number: 904-282-0155

Bidder's Email: cheyenne.evanscontract@gmail.com

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

State of Florida

County of Clay

The foregoing instrument was acknowledged before me this 9 day of February, 2021
by Nora Evans of Evans Contracting Service, Inc. (Bidder), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Clay County, Florida

Kassandra Sullins
Notary Signature

KASSANDRA S. SULLINS
Notary Public, State of Florida
My Comm. Expires 06/22/2022
Commission No. GG202445

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

BIDDER: Evans Contracting Services, Inc
Nora M. Evans

TOWN OF SOUTHWEST RANCHES, FLORIDA
 DRAINAGE SLIP LINING - DYKES ROAD
 IFB NO. 21-001

**APPENDIX R
 SUB-CONTRACTOR LIST**

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

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>
N/A		

BIDDER: Evans Contracting Services, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

APPENDIX S
ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1 NE

Addendum No. 2 NE

Addendum No. 3 NE

Addendum No. 4 NE

[Remainder of page intentionally left blank]

BIDDER: Evans Contracting Services, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

APPENDIX T
LIABILITY CLAIMS

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

1. Name and Location of project: E7M39 RO Citrus County FL

2. Contact information for Project Owner:
 - a. Name: Florida Department of Transportation: District 7
 - b. Address: 11201 N Mckinley Tampa FL, 33612
 - c. Phone: 352-848-2618
 - d. Email: kenneth.wilson@dot.state.fl.us
3. Nature of Claim: Property Damage- cut underground line that was not shown on our locates.

4. Date of Claim: 05/22/2019
5. Resolution Date of Claim and how resolved: 11/25/2020 Paid \$4,337.09 in full

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

BIDDER: Evans Contracting Services, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

APPENDIX U

INSERT W – 9

Must be current(2018), signed, dated and legible W-9

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
Evans Contracting Services, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

320 Foxtail Ave.

City, state, and ZIP code
Middleburg, FL 32068

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
			-					

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
5	9	-	3	5	8	6	6	1	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]*

Date ▶ *2-9-2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

APPENDIX V

INSERT PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/03/2021

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

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

PRODUCER Lee Crane Ins. Agency, Inc. d/b/a Crane & Hyatt Insurance 4020 Newberry Rd. Ste. 400 Gainesville FL 32607		CONTACT NAME: Astrid Jose PHONE (A/C, No, Ext): (352) 375-0500 FAX (A/C, No): (352) 375-0038 E-MAIL ADDRESS: ajose@leecraneins.com																						
INSURED EVANS CONTRACTING SERVICES INC 320 FOXTAIL AVENUE MIDDLEBURG, FL 320068-4727		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>SOUTHERN OWNERS INS</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>AUTO OWNERS INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	SOUTHERN OWNERS INS		INSURER B :	AUTO OWNERS INSURANCE COMPANY		INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																								
INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			78283358	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			51-283358-00	07/10/2020	07/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			51-283358-01	07/15/2020	07/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

THIS POLICY INCLUDES COVERAGE FOR RENTED EQUIPMENT UP TO \$150,000

Certificate holder is listed as Additional Insured. 30-day Notice of Cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Town of Southwest Ranches Attn: Andrew D. Berns, Town Administrator 13400 Griffind Road Southwest Ranches FL 33330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

*** APPENDIX W**
STATEMENT OF NO RESPONSE

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

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

N/A

REASONS

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

Explanation: _____

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

Desire to receive future Town solicitations. Yes No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

APPENDIX X
44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Evans Contracting Services, Inc., certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Nora Evans Vice President

Name and Title of Contractor's Authorized Official

02/08/2021

Date

APPENDIX Y
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
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Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX Z

**INSERT E-VERIFY REGISTRATION
CERTIFICATE**

(<https://www.e-verify.gov/employers>)



Client Enrollment

Review & Submit

Company Information

- COMPANY INFORMATION
- EMPLOYER CATEGORY
- HIRING SITES
- CONTACTS
- REVIEW & SUBMIT

Company Name	Company ID	Doing Business As
EVANS CONTRACTING SERVICES, INC	1610342	
DUNS Number	Physical Address	Mailing Address
	320 FOXTAIL AVE MIDDLEBURG, FL 32068	320 FOXTAIL AVE MIDDLEBURG, FL 32068
Employer Identification Number	County	Total Employees
59-3586613	Clay	10 to 19
NAICS Code	Sector	Subsector
238	Construction (23)	Specialty Trade Contractors (238)

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

Evans Contracting Services, Inc.

FOR

"IFB 21-001 DRAINAGE SLIP LINING - DYKES ROAD"

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

**AGREEMENT FOR
"IFB 21-001 DRAINAGE SLIP LINING - DYKES ROAD"**

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this day of _____ 2020 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Evans Contracting Services, Inc. (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to IFB: 21-001 Drainage Slip Lining Dykes ("Project"); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 21-001 on January 8, 2021, 2020 ("IFB"); and

WHEREAS, ___ bids were received by the Town on February 8, 2021, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020- _____ 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 promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

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

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

"IFB 21-001 DRAINAGE SLIP LINING - DYKES ROAD"

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."

- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.

- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred twenty (120) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").

- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all 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;
- (v) All Work has been completed; and
- (vi) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
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2.4.2 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Liquidated/Delay Damages (“LD’s”) – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **one hundred twenty (120) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, the parties agree that liquidated damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00**, for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes the delay in meeting the Substantial Completion Date. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

All work shall be substantially complete no later than **one hundred twenty (120) days** from the issuance of the Notice to Proceed. Final Completion of the project shall be achieved no later than 60 calendar days from Substantial Completion or within **one hundred eighty (180) days** from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
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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, Town of Southwest Ranches Drainage Improvements, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

Notwithstanding the foregoing, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the Florida Department of Environmental Protection if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$ 94,025.00 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, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and

TOWN OF SOUTHWEST RANCHES, FLORIDA
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a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

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

Section 6: Insurance

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

Town of Southwest Ranches

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13400 Griffin Road
Southwest Ranches, FL 33330-2628

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

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- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
- And
- Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301
- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

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- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town’s actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act.

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Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

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terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third-Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

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

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

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

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid **ONLY** for Work performed and approved by the Town as of the date of this Agreement is terminated,

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plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or

5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY

JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

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Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby “opt out” of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

320 Foxtail Ave
Middleburg Fl, 32068

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.

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Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Evans Contracting Services, Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2020.

WITNESSES:

CONTRACTOR:

By: Evans Contracting Services, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAINAGE SLIP LINING - DYKES ROAD
IFB NO. 21-001

Kristalle Carr, Vice Pres. (title)
9th day of Feb 2020

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 2020

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2020

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 3/11/2021
SUBJECT: Second Amendment to the Broward County Surtax Interlocal Agreement

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Broward County Commission enacted Ordinance #2018-29 on June 5, 2018 to authorize the levy of a transportation system surtax to fund transportation system improvements subject to voter approval. The Transportation System Surtax (SURTAX), was approved by voters during the November 6, 2018 election, and levies a 1% sales tax, the proceeds of which have been placed into a surtax trust fund.

The Town and Broward County executed an Interlocal Agreement (ILA) on September 12, 2018 via Resolution 2018-073 which earmarked a minimum of 10% of the SURTAX to fund submitted municipal projects that meet eligibility requirements and are prioritized by the MPO. Pursuant to Resolution 2019-054 adopted on August 22, 2019, the County and Town

amended the ILA to clarify the definition of eligible projects, change the date of municipal project prioritization, create a Five-Year Plan to include all projects for approval by the Oversight Board, and remove the responsibility for prioritizing projects from MPO staff.

This second amendment amends the application process for municipal projects, amends the criteria for street lighting, landscaping, fiber optic, parking, road improvements and sound walls, amends the requirements for drainage projects, and amends the evaluation and ranking process and criteria.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E, Public Works Director
Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/16/2021	Resolution
Agreement	2/16/2021	Agreement

RESOLUTION NO. 2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE TRANSPORTATION SYSTEM SURTAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward County Commission enacted Ordinance #2018-29 on June 5, 2018, to authorize the levy of a transportation system surtax to fund transportation system improvements subject to voter approval; and

WHEREAS, the Transportation System Surtax (SURTAX), was approved by voters during the November 6, 2018 election, and levies a 1% sales tax, the proceeds of which have been placed into a surtax trust fund; and

WHEREAS, the Town and Broward County executed an Interlocal Agreement (ILA) on September 12, 2018 via Resolution 2018-073 which earmarked a minimum of 10% of the SURTAX to fund submitted municipal projects that meet eligibility requirements and are prioritized by the MPO; and

WHEREAS, pursuant to Resolution 2019-054 adopted on August 22, 2019, the County and Town amended the ILA to clarify the definition of eligible projects, change the date of municipal project prioritization, create a Five-Year Plan to include all projects for approval by the Oversight Board, and remove the responsibility for prioritizing projects from MPO staff; and

WHEREAS, this Second Amendment amends the application process for municipal projects, amends the criteria for street lighting, landscaping, fiber optic, parking, road improvements and sound walls, amends the requirements for drainage projects, and amends the evaluation and ranking process and criteria.

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

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

Section 2: The Town Council hereby approves the Second Amendment to the Interlocal Agreement with Broward County, substantially in the form

attached hereto and incorporated herein by reference as Composite Exhibit "1," providing for an amendment to the division and distribution of the proceeds of the Transportation System Surtax.

Section 3: Authorization. The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into the Interlocal Agreement with Broward County for the division and distribution of the proceeds of the Transportation System Surtax, and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

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

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38081083.1

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement ("Second Amendment") is made and entered by and among Broward County, a political subdivision of the State of Florida (the "County"), the Broward Metropolitan Planning Organization (the "MPO"), and the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by the County on August 29, 2018 (collectively, the "Municipalities," and each a "Municipality"). The County, the MPO, and the Municipalities are each a "Party," and collectively referred to as the "Parties."

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances ("Transportation Surtax Ordinance"), a 30-year 1% transportation surtax was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, to be expended for authorized transportation and transit projects in accordance with applicable law including, specifically, Section 212.055(1), Florida Statutes ("Transportation Surtax").

B. The County and the Municipalities recognized the importance of a collaborative and strategic transportation plan for Broward County and the need for a careful analysis of proposed projects to ensure the efficient expenditure of Transportation Surtax proceeds exclusively on eligible projects. Accordingly, the Parties entered the Transportation System Surtax Interlocal Agreement, which provided for, *inter alia*, a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds.

C. On September 12, 2019, the Transportation System Surtax Interlocal Agreement was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects (the "First Amendment"). The Transportation System Surtax Interlocal Agreement, as amended by the First Amendment, will be referred to herein as the "Interlocal Agreement."

D. The Transportation Surtax Ordinance and the Interlocal Agreement provide for the MPO to annually review, rank, and prioritize municipal projects based on the project's ability to alleviate traffic congestion and enhance connectivity. Accordingly, the County and the MPO entered into a separate agreement to establish, *inter alia*, the terms and conditions for the MPO to provide those services.

E. On February 28, 2020, the MPO completed its review and ranking of municipal capital projects for the first funding cycle and provided its recommendations to prioritize funding for 110 municipal capital projects for the County's fiscal year ("FY") 2020. The MPO did not evaluate the remaining 396 municipal capital projects for funding readiness and those projects will be evaluated for Transportation Surtax funding in future funding application cycles. The

County also completed its evaluation, ranking, and approval of municipal rehabilitation and maintenance projects for FY2020.

F. Consistent with the Transportation Surtax Ordinance, all projects to be funded with Transportation Surtax proceeds are considered by the Independent Transportation Surtax Oversight Board for statutory eligibility under Section 212.055(1), Florida Statutes, before the Broward County Commission makes the final decisions regarding project approval and funding. Accordingly, on June 4, 2020, the Oversight Board considered the proposed municipal capital projects ranked by the MPO and the municipal rehabilitation and maintenance projects ranked by the County for FY2020 and identified 97 municipal capital projects and 61 municipal rehabilitation and maintenance projects as statutorily eligible. Of the 110 municipal capital projects ranked by the MPO, 13 projects were withdrawn from consideration by the applicable Municipality, deferred at the request of the applicable Municipality, or were deemed statutorily ineligible.

G. On June 18, 2020, the County Commission approved Transportation Surtax funding for FY2020 (which included funding carried forward from FY2019) of (i) more than \$60 million for the applicable phases of the 97 statutorily-eligible municipal capital projects recommended by the MPO, and (ii) up to \$50 million for municipal rehabilitation and maintenance projects.

H. In July 2020, in connection with the County's annual budget process and the County's FY2021 five-year capital improvement planning, the MPO provided its recommendations to fund additional phases of the 97 approved municipal capital projects (i.e., planning, design, and/or construction).

I. On September 22, 2020, the County Commission approved more than \$43 million in Transportation Surtax funding for community shuttle service and municipal capital projects for FY2021 and approved the FY2021 five-year capital plan.

J. Given the extent of the amendments outlined herein, the Parties believe it would be beneficial to fully restate the Interlocal Agreement, as amended, including to (i) document the completion of the MPO's first cycle of evaluating and ranking municipal capital projects to be funded with Transportation Surtax proceeds, (ii) document the allocation of FY2019, FY2020, and FY2021 Transportation Surtax proceeds for approved municipal capital projects, (iii) set forth the MPO's criteria going forward for evaluating, ranking, and recommending funding for municipal capital projects in future County annual five-year capital improvement plans, (iv) outline the County's general process for evaluation and ranking of municipal rehabilitation and maintenance projects and document completion of that process for FY2020, (v) document the allocation of FY2019 and FY2020 Transportation Surtax proceeds for approved municipal rehabilitation and maintenance projects, and (vi) document an agreed upon process for funding municipal capital projects, including the timing of funding and the process for adjusting County annual five-year capital improvement plans.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

I. Recitals and Definitions.

A. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

B. Definitions. The following terms as used herein shall have the following meanings:

1. **CBE** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

2. **Community Shuttle Service** means the capital and operating expenses associated with existing, new, or expanded public transportation services, operated by participating Municipalities within their jurisdictions, that supplement fixed route mass transit service and are available to persons traveling within the Municipality.

3. **County Commission** means the Broward County Board of County Commissioners.

4. **Cycle 1 Ranked Projects** means the 110 Municipal Capital Projects listed in **Exhibit A** that were ranked and recommended by the MPO for funding in FY2020.

5. **FDOT** means the Florida Department of Transportation.

6. **Fiscal Year** means the County's fiscal year, which begins on October 1 of the year prior to the year referenced and ends on September 30 of the year referenced. For example, Fiscal Year 2020 began on October 1, 2019, and ended on September 30, 2020. Each specific Fiscal Year reference is abbreviated using "FY" preceding the year such that "FY2020" means Fiscal Year 2020, FY2021 means Fiscal Year 2021, and so forth.

7. **Five-Year Plan** means the schedule approved annually by the County Commission in connection with the County's annual five-year capital improvement planning, which provides for the timing of all Transportation Surtax funded capital improvement projects over a rolling period of the next five Fiscal Years, subject to the County Commission's decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated year, such that "FY2021 Five-Year Plan" means the Five-Year Plan that begins in Fiscal Year 2021.

8. **FY2020 Approved Projects** means the 97 Municipal Capital Projects that are a subset of the 110 Cycle 1 Ranked Projects listed in **Exhibit A**, and that were determined statutorily eligible for Transportation Surtax Proceeds. FY2020 Approved Projects do not include the 13 Municipal Capital Projects that were withdrawn, deferred, or deemed ineligible, which are listed in **Charts 1 and 2 on Exhibit A-1**.

9. **MAP Administration** means the County's Mobility Advancement Program Administration staff.

10. **Minimum Annual Guarantee** or **MAG** means the County's funding commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds received by the County each Fiscal Year to fund, collectively, Community Shuttle Service, Municipal Capital Projects, Municipal R&M Projects, and Municipal Project Contingency, pursuant to the terms and conditions of this Second Amendment.

11. **MPO ILA** means the Interlocal Agreement for Transportation Surtax Services entered into between the MPO and the County on April 25, 2019, to establish and implement an organized process for MPO Surtax Staff to evaluate and rank Municipal Capital Projects and make annual recommendations for Transportation Surtax funding in connection with the County's normal Fiscal Year budgeting process and five-year capital improvement planning.

12. **MPO Surtax Staff** means the staff or contractors hired by the MPO and funded by Transportation Surtax Proceeds.

13. **Municipal Capital Projects** or **MCPs** means municipal capital improvement projects involving primarily new or expanded roads, sidewalks, bike paths, bridges, and similar transportation elements.

14. **Municipal Projects** means collectively Community Shuttle Service, Municipal Capital Projects (including any Municipal Project Contingency), and Municipal R&M Projects.

15. **Municipal Project Contingency** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering Municipal Capital Project costs associated with unforeseen conditions during construction.

16. **Municipal R&M Projects** or **MR&MPs** means municipal projects that involve restoring a facility to safe and functional condition and/or preventative maintenance of a currently-operating facility to preserve the facility from failure or decline. Such projects include primarily the maintenance or rehabilitation of roads, sidewalks, bike paths, bridges, or similar transportation elements. Municipal R&M Projects do not include, without limitation, mowing, tree trimming, pressure cleaning,

painting, irrigation repairs, landscaping repairs and maintenance, and cleaning and maintenance of catch basins, storm drains, and pipes.

17. **New Municipal Capital Projects** or **New MCPs** means all Municipal Capital Projects other than the Cycle 1 Ranked Projects.

18. **Oversight Board** means the Independent Transportation Surtax Oversight Board established in Section 31½-75 of the Broward County Code of Ordinances.

19. **Projected Minimum Annual Guarantee** or **Projected MAG** means the amount of MAG funding forecasted by the County to be available for the then-applicable Fiscal Year budget and/or for each of the applicable Fiscal Years in a Five-Year Plan.

20. **Surtax Funding Agreement** means the interlocal agreement executed by the County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to the County, and which provides for the remittance of Transportation Surtax funds to the Municipality for a specific Municipal Project.

21. **Transportation Plan** means the Regional Mobility & Transportation Enhancements Surtax Initiative considered and approved by the County Commission on September 13, 2018. The Transportation Plan included 709 Municipal Projects (506 MCPs and 203 MR&MPs) with an estimated total cost, inclusive of the Municipal Project Contingency and Community Shuttle Service, of \$2.8 billion.

22. **Transportation Surtax** means the 30-year 1% transportation surtax levied pursuant to the Transportation Surtax Ordinance and approved by referendum of the general electorate at the November 6, 2018, General Election, the proceeds of which are to be expended in accordance with applicable law.

23. **Transportation Surtax Ordinance** means Section 31½-71, et seq., of the Broward County Code of Ordinances.

24. **Transportation Surtax Proceeds**, except where the context indicates otherwise, means the net amount of Transportation Surtax funds the County received for the applicable Fiscal Year from the Florida Department of Revenue after deduction of the five percent set-aside amount required by Section 129.01(2)(b), Florida Statutes.

25. **Transportation Surtax Projects** means all projects funded in whole or in part with Transportation Surtax Proceeds (including projects submitted by Municipalities, the County, or Tri-Rail).

II. Applications for Funding.

A. Application Process for New Municipal Capital Projects. Unless otherwise expressly provided in this Second Amendment, Municipalities seeking Transportation Surtax funding for New Municipal Capital Projects shall submit applications to the MPO consistent with the MPO's prescribed application process. Such applications must include all supporting documents necessary to evaluate the New MCP, including all documents required by the MPO through its application process, any additional documents as may be requested by the MPO, and an independent cost estimate for each phase of the New MCP. The MPO's annual application period for New MCPs shall begin no later than **April 1** of each year. New MCPs shall be evaluated and ranked by the MPO consistent with Section IV below.

MCPs in the Transportation Plan that are numbered 111 through 510 in **Exhibit A** require additional evaluation and analysis by the MPO, are New MCPs as defined in this Second Amendment, and must be evaluated, ranked, and recommended for funding by the MPO pursuant to the process provided in Section IV.B. of this Second Amendment.

Upon written notice to the County and the MPO, Municipalities may withdraw an MCP (i.e., cancel its application for Transportation Surtax funding for the applicable project) at any time prior to executing a Surtax Funding Agreement.

The unincorporated area of the County shall be eligible to receive Transportation Surtax Proceeds for MCPs, and projects submitted by the County on behalf of the unincorporated area shall be included and reviewed by the MPO on the same basis as any other MCP.

B. Application Process for Municipal R&M Projects. The County will accept applications for new Municipal R&M Projects periodically as Transportation Surtax Proceeds for MR&MPs become available, as determined by the County. New MR&MPs will be evaluated and ranked by the County consistent with Section IV below.

III. Eligibility. To be eligible for funding with Transportation Surtax Proceeds, Municipal Projects must comply with Section 212.055(1), Florida Statutes, as well as the following eligibility criteria as applicable:

A. Street lighting: Improvements to lighting systems along a public road that are ancillary to road improvements and illuminate the right-of-way for vehicles, pedestrians, and bicyclists, are eligible projects. Such lighting improvements may be a component of the design for a road improvement project that included phases which were funded earlier with a different funding source. A lighting justification report consistent with Broward County and FDOT policies and the criteria outlined in the then-current version of the Florida Greenbook is required for these improvements to be eligible.

B. Drainage: Improvements to a public road stormwater system that address drainage deficiencies are eligible, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage projects and may include the width of the road right-of-way plus up to ten feet on each side of the right-of-way to calculate the eligible size of the stormwater system. Increases to the stormwater system to accommodate a drainage area greater than the eligible size are not eligible. Improvements to address runoff from private roads and/or developments are not eligible.

C. Sound Walls: Improvements that are consistent with the then-applicable FDOT noise decibel level criteria and the Broward County criteria for noise abatement projects are only eligible if the improvements meet all of the following criteria:

- Any requested sound wall is due to a road project that adds through lanes to an existing road, alters the road alignment significantly, or constructs a new road;
- The traffic noise study indicates the projected exterior noise level approaches or exceeds 67 decibels (dBA) or increases the existing noise level by 15 dBA or more; and
- FDOT compliant modeling shows the proposed wall will reduce the noise level at least five (5) dBA with a typical design goal of ten (10) dBA reduction.

D. Fiber-optic: Fiber-optic improvements supporting only communications for the County's public transportation system are eligible, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). A shared conduit that includes use for any purpose other than the County's public transportation system is not eligible for funding through Transportation Surtax Proceeds.

E. Landscaping: Only landscaping improvements within the public road right-of-way that are ancillary to a road improvement project and meet the applicable design criteria are eligible. Such landscaping improvements may be a component of the design for a road improvement project that included phases which were funded earlier with a different funding source.

F. Parking: Improvements used for park-and-ride or other transit-oriented development parking that serve the public are eligible. Garages directly related to a public transportation project that serve the public are eligible, provided the parking fees do not exceed costs associated with operating and maintaining the facility.

G. Road Improvements: New roads, widening, resurfacing, and repairs of existing roads, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. Evaluation and Ranking.

A. The MPO's Cycle 1 Evaluation and Ranking of Municipal Capital Projects. The Parties acknowledge and stipulate that, having conducted all reasonable inquiry and performed all reasonable diligence, they are unaware of any facts that would render any of the following statements inaccurate or false:

1. The County's FY2020 and FY2021 funding of FY2020 Approved Projects and Municipal Capital Projects provided for in the County's FY2021 Five-Year Plan are consistent with all of the County's contractual obligations to the Municipalities and the MPO, and such funding was determined after prudent and proper consideration of the MPO's recommendations set forth in **Exhibit A**. The MPO's prioritization and ranking methodology and recommendations to the County were appropriately and validly informed by (a) each MCP's ability to alleviate traffic congestion and improve connectivity; (b) other factors such as shovel-readiness, level of service, incident delay, proximity to transit, population density, employment density, equity, and resiliency, as reflected in **Exhibit B** attached; and (c) the MPO's analysis and points distribution system illustrated in **Exhibit B**.

2. The MPO's evaluation and ranking process completed in February 2020 (a) properly considered all MCPs submitted by the Municipalities to date; (b) ranked the submitted MCPs in order from 1 to 110 in a fair and equitable manner in accordance with each of the Parties' contractual obligations; and (c) was not unfairly affected or tainted in any way, including, without limitation, by any existing or contemplated contractual obligations or entanglements of the MPO as consultant or service provider to one or more of the Municipalities.

3. The combined cost of funding all phases of each of the FY2020 Approved Projects far exceeds the projected aggregate Minimum Annual Guarantee for FY2019, FY2020, and all five Fiscal Years in the FY2021 Five-Year Plan. As a result, phases of FY2020 Approved Projects not scheduled for funding in FY2020 will be funded in one or more of the Fiscal Years in the FY2021 Five-Year Plan or subsequent Five-Year Plans, based on the MPO's FY2020 ranking and funding recommendations and the availability of MAG funds. In addition, statutorily-eligible Cycle 1 Ranked Projects deferred at the request of the Municipality will receive priority for MAG funding as outlined in Section IV.B.1(b) below based on the MPO's FY2020 rankings and funding recommendations. Therefore, it is anticipated that MAG funding for New MCPs may not be available before FY2027.

B. MPO Evaluation and Ranking Process for New Municipal Capital Projects: The MPO will develop, establish, and utilize an evaluation and ranking process (the "New MPO E&R Process") to prioritize the order of funding Municipal Capital Projects within the Minimum Annual Guarantee, which process may not be implemented by the MPO prior to it being approved in writing by the County Administrator. Beginning in 2021, or as soon thereafter as such process has been developed by the MPO and approved by the County Administrator, the New MPO E&R Process shall be the process utilized for evaluation and

ranking of New MCPs, and shall include: (1) a preliminary assessment of the project's eligibility under Section 212.055, Florida Statutes, and Section III of this Second Amendment, which assessments shall be made in consultation with the Transportation Surtax General Counsel and counsel for the applicable Municipality; (2) an annual evaluation of any new applications from Municipalities for MAG funding of MCPs; (3) an evaluation of New MCPs for funding in the then-current fiscal year and the applicable Five-Year Plan, as applicable; (4) an evaluation of the cost estimate provided by the applicable Municipality for each expected phase of the applicable MCP; (5) individualized meetings with each Municipality to evaluate its funding applications, funding needs, funding sources, and project performance; (6) an evaluation and ranking of all MCPs for funding that utilizes the criteria listed in Section IV.B.2 below; and (7) a scoring distribution system for the evaluation and ranking of MCPs substantially the same as or similar to the system illustrated in **Exhibit B**.

1. *MPO's Rankings and Funding Recommendation.* Beginning in 2021, by **June 1** of each year and consistent with the requirements of the New MPO E&R Process provided for herein, the MPO will annually develop and deliver to the MAP Administration: (i) a ranked list of MCPs the MPO recommends for funding in the upcoming Fiscal Year, subject to Section IV.A.3; (ii) recommended schedule for funding applicable phases of annually ranked MCPs; and (iii) recommended funding allocations for ranked MCPs within the MAG for each Fiscal Year of the applicable Five-Year Plan. The funding recommendations referenced in subsections (ii) and (iii) herein must be consistent with regard to the upcoming Fiscal Year with the ranked list of MCPs submitted pursuant to subsection (i) herein.

(a) *Annual MCP Rankings:* Subject to Section 4.B.1(b) below, the MPO shall annually rank all MCPs, including New MCPs, and recommend funding within the MAG for the applicable phase of MCPs based on the criteria in Section IV.B.2. Each MCP (including their subsequent phases) shall be re-evaluated on an annual basis pursuant to the New MPO E&R Process and the criteria stated in Section IV.B.2. The Parties acknowledge and stipulate that the MPO's annual Fiscal Year ranking and funding recommendations for MCPs may vary each Fiscal Year, including based on the other MCPs being evaluated at the time and each MCP's progress and status at the time of each annual evaluation, such that a MCP or subsequent phases of any MCP may be ranked higher or lower in the ranked list in different Fiscal Years.

(b) *Cycle 1 Ranked Project Rankings.* Notwithstanding Section IV.B.1(a), unless expressly provided for otherwise in this Second Amendment, Cycle 1 Ranked Projects shall retain their ranking as assigned by the MPO in FY2020 for all phases of the project, including for subsequent phases. In addition, the MPO's annual ranking and funding recommendations shall prioritize funding for Cycle 1 Ranked Projects, in the order of their original ranking, before New MCPs and lower-ranked Cycle 1 Ranked Projects. As a result, unless the Cycle 1 Ranked MCP is withdrawn or abandoned by the Municipality, subsequently deemed ineligible for Transportation Surtax Proceeds, or

deemed infeasible by the County pursuant to Section V.D., the MPO will assign Cycle 1 Ranked Projects the highest rankings in the annual ranking and funding recommendations, consistent with their originally assigned FY2020 ranking order, until all phases of Cycle 1 Ranked Projects are funded.

(c) *MPO's Funding Recommendations Not to Exceed MAG.* The MPO's annual ranking and funding recommendations shall never exceed the Projected MAG for that Fiscal Year provided in writing to the MPO by the County Administrator. The MPO may provide a supplemental list of additional MCPs it recommends for funding in excess of the MAG only if and to the extent of a written request from the County Administrator. To avoid exceeding the MAG in any Fiscal Year, the MPO may recommend that the County distribute funding allocations for a single phase (e.g., construction) of a large MCP among several Fiscal Years, in which event the MPO shall include such recommended allocations in the proposed Five-Year Plan recommendations. The County, in its sole discretion, may time the funding of that phase of the MCP among multiple Fiscal Years within the MAG.

2. *MPO Evaluation and Ranking Criteria.* The MPO shall annually evaluate, rank, and recommend funding for timely submitted MCPs based exclusively on the criteria stated in subsections (a) and (b) below:

(a) The project's ability to ***alleviate traffic congestion and enhance connectivity*** shall be the MPO's **primary** criteria for evaluating and ranking MCPs for funding and shall be weighted more than the factors in subsection (b) and any other factor in the MPO's scoring distribution and methodology. Factors relevant to the alleviation of congestion and enhancement of connectivity may include, without limitation, the following:

- i. The project's ability to alleviate traffic congestion and enhance connectivity between and among densely populated and highly concentrated employment zones, existing transit services, and multimodal connections;
- ii. The level of service of the connected roadway network;
- iii. Connections to facilities like the proposed project, existing facilities, and existing public-school zones; and
- iv. The project's ability to reduce incident delays such as vehicular, pedestrian, and bicycle accidents.

(b) The following criteria are secondary to the criteria in subsection (a), and shall be weighted less than the factors in subsection (a) and in such order as the MPO deems appropriate:

- i. The project's ability to improve or address an identified resiliency issue on a moderate to highly-vulnerable corridor including, without limitation, considerations of sea level rise and climate change, as set forth in generally accepted studies or reports such as the study titled "Extreme Weather and Climate Change Risk to the Transportation

System in Broward County," or the report titled "2019 Unified Sea Level Rise Projection for Southeast Florida."

- ii. Regional impact including, but not limited to, whether the project is a collaborative effort among municipalities and crosses municipal boundaries;
- iii. The economic impact in socioeconomically underserved areas as further defined by the MAP Administration;
- iv. Demonstrated outreach and public support for the project;
- v. Construction-readiness of the project;
- vi. Whether the proposed project (including any prior phase of the project) was included in the Transportation Plan, the Cycle 1 Ranked Projects, or a prior evaluation and ranking cycle;
- vii. Whether the Municipality has implemented Land Use Policy 2.16.4 by enacting specific regulations including those referenced in Land Use Policy 2.16.4 (applicable only after the Land Use Policy is 2.16.4 is effective);
- viii. Whether the Municipality deems the proposed project its highest-priority MCP; and
- ix. Project timing, cost, and performance (if any) to date, including but not limited to:
 - The proposed project schedule and estimated completion date;
 - The project budget and the estimated total cost of the project (inclusive of all phases);
 - Whether and the extent to which the project leverages state and/or federal funds; and/or
 - Project implementation performance to date (if any) (e.g., how well the project has met its proposed schedule, delivery goals, budget, and CBE goals).

3. *Duration of the MPO Role.* The MPO ILA is currently scheduled to expire on December 31, 2024. If the MPO ILA expires or is terminated, or if the MPO ILA is modified to remove the MPO from the process of evaluation and ranking of MCPs, the County and the Municipalities will negotiate and execute an amendment to this Second Amendment that identifies the individuals or entities to perform the role of evaluating and ranking MCPs at the conclusion of the MPO's service in that role. Notwithstanding Section VII.D below, the MPO's execution of such an amendment will not be required for it to be effective.

C. County Evaluation and Ranking of Municipal R&M Projects.

1. *Cycle 1 Evaluation and Ranking of Municipal R&M Projects.* The Parties acknowledge and stipulate that all Municipal R&M Projects contained in the Transportation Plan for which documentation was properly submitted in FY2020 were

properly and validly reviewed and ranked by the County based upon the factors listed in Section IV.C.2. below, which resulted in the list of 61 ranked MR&MPs. The Parties agree and stipulate that the total cost of the 61 MR&MPs alone exceeded the MAG for FY2019 and FY2020 combined (exclusive of Community Shuttle Service, all MCPs, and any Municipal Project Contingency). The Parties further agree and stipulate that MR&MPs on the ranked list of 61 MR&MPs that were not funded in FY2020 will be funded in future funding cycles, subject to the availability of MAG funds as determined by the County, until all 61 MR&MPs have been funded. The County may begin accepting applications for new MR&MPs after Surtax Funding Agreements have been fully executed for all 61 MR&MPs reviewed and ranked by the County in FY2020.

2. *Evaluation and Ranking Criteria for Municipal R&M Projects.* The County will evaluate and rank MR&MPs based on its assessment of the following criteria:

- (a) The age and condition of the facilities;
- (b) Multimodal components;
- (c) Sustainability components;
- (d) Socio-economic factors (including, without limitation, gas tax revenues distributed, household income, and miles of roadway under municipal jurisdiction);
- (e) Construction-readiness of the project;
- (f) Geographic and equitable distribution of Transportation Surtax Proceeds countywide; and
- (g) Other transportation-related projects occurring or scheduled to occur in the vicinity, including to avoid unnecessary disruption of traffic and inefficient or duplicative work.

The County may re-evaluate and re-rank MR&MPs, in its sole discretion, including MR&MPs previously approved for funding, at any time based on additional information reasonably related to the criteria stated in this Section IV.C.2. and the availability of MAG funding after Community Shuttle Service and Municipal Capital Projects (including any Municipal Project Contingency) are funded in accordance with this Second Amendment.

V. Surtax Proceeds for Municipal Capital Projects.

A. OPPAGA Performance Audit. In 2018, the amount of Transportation Surtax Proceeds estimated during the 30-year levy was approximately \$15.6 billion. Section 212.055, Florida Statutes, which authorizes the levy of the Transportation Surtax, was amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." The audit was completed and posted on the County's website as required by the statute.

B. The County's Minimum Annual Guarantee and Project Funding.

1. For each Fiscal Year, the annual amount of Transportation Surtax Proceeds allocated to Community Shuttle Service, MCPs, Municipal Project Contingency, and MR&MPs must be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Each Fiscal Year, the County will utilize the MAG for that Fiscal Year (after fully funding Community Shuttle Service) to fund MCPs, in the order as ranked and recommended by the MPO, except as stated in Section V.D below. If there are unallocated MAG funds after funding MCPs as ranked and recommended by the MPO for that Fiscal Year, the County, in its sole discretion, may roll over the unallocated MAG funds and increase the MAG for the next Fiscal Year by the amount of the rollover, or allocate the funds for MR&MPs.

2. Subject to Section V.B.1 and notwithstanding anything else stated in this Second Amendment, the Parties acknowledge and stipulate that the County has no obligation to fund Municipal Projects (inclusive of Community Shuttle Service, MCPs, MR&MPs, and Municipal Project Contingency) in any Fiscal Year in excess of the MAG. In addition, except for FY2019, FY2020, and FY2021 funding allocations for FY2020 Approved Projects, the Parties acknowledge and stipulate that the County may, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the MAG to fund any Municipal Project, whether or not the project has ever been ranked by the MPO, and regardless of any ranking priority the MPO may have assigned to the project. Further, and except as provided for in Section V.B.1, the Parties agree that: (i) the MPO's ranking and funding recommendations do not apply to MCPs the County elects to fund in excess of the MAG; and (ii) the County has complete discretion to fund any such MCPs in excess of the MAG if, and on such terms and conditions, it chooses.

3. Upon the applicable Municipality's written request, the County in its sole discretion may apply funding for a designated phase of an MCP previously recommended by the MPO (e.g., planning or design) to another phase of the same MCP (e.g., construction) if the following conditions are met: (i) the previously recommended phase of the MCP is completed or other circumstances render funding of that phase futile (e.g., the phase was funded with other resources); and (ii) the substituted phase to be funded has been considered statutorily-eligible by the Oversight Board. The funding amount previously recommended by the MPO for the designated phase is the maximum amount that the County will apply to the substituted phase. Any MAG funding reallocated pursuant to this paragraph shall be counted in terms of calculating whether the County has met its MAG funding obligation.

4. The timing and process of funding any MCP shall be consistent with applicable law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Municipal Project unless the County, through the Transportation Surtax General Counsel, after consultation with counsel for the Municipality and after considering the recommendation of the Oversight Board, confirms

the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this Second Amendment to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) a MCP submitted by a municipality not a party to this Second Amendment; or (ii) any project (or element of a project) legally ineligible for Transportation Surtax Proceeds.

C. The County's Annual Budget and Five-Year Plan.

1. *The County's FY2019, FY2020, and FY2021 Approved Budgets.* The Parties agree and stipulate that: (a) funding allocated by the County for Municipal Projects through the effective date of this Second Amendment exceeds the total MAG for FY2019, FY2020, and FY2021 combined and fully satisfies the County's funding obligation for those Fiscal Years; (b) the County's FY2019, FY2020, and FY2021 funding allocations for the FY2020 Approved Projects were for only the stated phase of the respective FY2020 Approved Project; and (c) funding for phases of FY2020 Approved Projects not budgeted for in the FY2021 Five-Year Plan will be funded by the MAG in subsequent Fiscal Years consistent with the MPO's FY2020 rankings and funding recommendations.

2. *Fiscal Year Budgets and Five-Year Plans After FY2021.* For all Fiscal Years after FY2021, in the normal course of the County's annual budget and capital improvement planning process, the County will, through the County Commission, allocate funding for Transportation Surtax Projects for the then-current Fiscal Year and approve a Five-Year Plan for Transportation Surtax Projects. The County will use a team that will include transportation planning, legal, and other professionals to develop Five-Year Plans and Fiscal Year funding recommendations based on the following considerations:

- (a) The MPO's funding recommendations in FY2020 and for subsequent Fiscal Years up to the MAG;
- (b) The County Administrator's annual budget recommendations published by the County in approximately July of each year;
- (c) The Oversight Board's consideration as to statutory eligibility for funding with Transportation Surtax Proceeds pursuant to Section 212.055(1), Florida Statutes;
- (d) Available Transportation Surtax Proceeds;
- (e) Revenue and economic forecasts and analysis;
- (f) Corridor delivery modeling with an aim to achieve responsible and efficient use of Transportation Surtax Proceeds and the mitigation of potential or actual disruption to residents and businesses;
- (g) Requests from Municipalities to reschedule, modify, or combine projects;
- (h) Construction-readiness of each Transportation Surtax Project;
- (i) The ability to leverage state and/or federal funding; and
- (j) Other factors the MAP Administration or the County Commission deems relevant.

3. *The County Commission's Approval and Allocation of Funding for Municipal Projects.* Annually, the MAP Administration will provide to the County Commission for its consideration and approval: (a) a proposed Five-Year Plan which includes at least the Projected MAG funding allocations (after deducting the cost of Community Shuttle Service) for MCPs, by project and Fiscal Year, consistent with the MPO's rankings and MAG funding recommendations for the applicable Fiscal Years; (b) a Fiscal Year budget which includes at least the MAG allocations for Municipal Projects; and (c) its determination as to statutory eligibility of the proposed Transportation Surtax Projects based on the Oversight Board's evaluation. Prior to or simultaneously with its annual presentation to the County Commission, the MAP Administration will notify the Municipalities of the County's proposed Five-Year Plan and the Projected MAG for each Fiscal Year of the Five-Year Plan. The Five-Year Plan will provide for the timing of funding all capital Transportation Surtax Projects and include funding projections over a rolling five-year period. The County has no obligation to fund any MCP in an amount greater than the least of the following: the amount recommended by the MPO, determined statutorily-eligible by the Oversight Board, or the actual cost of the project. As used in this Second Amendment, a Municipal Project (including, as applicable, the designated phase of an MCP) is "funded" when the County Commission approves the allocation of funding for the Municipal Project (or the designated phase of the MCP as applicable) included in the County's then-current Fiscal Year budget. Municipalities will receive funds allocated for MCPs as outlined in Section V.F.

4. *Adjustments to Five-Year Plans.* In the event of a material change in one or more of the factors in Section V.C.2 above, the MAP Administration will (i) make periodic adjustments to the Five-Year Plan consistent with the factors outlined in Section V.D. and, if applicable, present such adjustments to the Oversight Board for its evaluation as to statutory eligibility for funding with Transportation Surtax Proceeds; (ii) present any proposed adjustments to the County Commission for its approval and appropriation of Transportation Surtax Proceeds as the County Commission deems necessary and appropriate; and (iii) in the event Transportation Surtax Proceeds actually received by County exceed the County's projections for that Fiscal Year, the MAP Administration will request additional rankings and recommendations from the MPO to fund additional MCPs and make any necessary proposed adjustments to the MAG funding allocations for that Fiscal Year for the County Commission's approval consistent with subsections (i) and (ii) of this section.

5. *Reimbursements to Municipalities for Eligible Expenditures.* Municipalities may request reimbursement from the County for eligible expenditures under Section 212.055(1), Florida Statutes, and Section of III of this Second Amendment for MCPs included in the then-current Five-Year Plan approved by the County Commission, provided that: 1) the Municipality obtains written approval from the County Administrator of the specific project; 2) the County Commission allocated Transportation Surtax Proceeds for that MCP for the then-current Fiscal Year; and 3) the Municipality

enters into and complies with all terms and conditions of the Surtax Funding Agreement for the applicable project. To the extent permissible under applicable law, the Surtax Funding Agreement may be executed after the expenditures by the Municipality, but must be executed prior to reimbursement, and the provisions of the Surtax Funding Agreement shall govern the eligibility of such expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as approved by the County Commission.

D. The County's Limited Discretion to Fund Municipal Capital Projects Other Than as Ranked by the MPO within the MAG Funding Recommendations. The Parties agree and stipulate that the County may deviate from the MPO's ranking to accelerate or subordinate funding of an MCP within the MAG for the applicable Fiscal Year only when necessary to ensure Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to residents and businesses, in the circumstances set forth herein. The County's deviation from the MPO's ranking order in one Fiscal Year shall not modify the order of priority for funding MCPs in any subsequent Fiscal Year. If the County uses its limited discretion as defined in this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to fund any subordinated MCP within a reasonably prompt time frame once the reason(s) for the deviation as stated in the County's written notice are resolved, subject to the availability of funds within the MAG. The circumstances under which the County may exercise its limited discretion pursuant to this section are limited to the following:

1. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable MCP(s) and the timing of other projects that affect the same or nearby transportation elements to avoid waste;

2. The MCP is scheduled for construction funding for that Fiscal Year but is not construction-ready for any of the following reasons:

- (a) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;
- (b) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);
- (c) Right-of-way required to construct the project has not been acquired;
- (d) The construction cost estimate is ten percent (10%) higher than the construction cost estimate proposed by the Municipality in its application for funding (after factoring in reasonable inflation);
- (e) The permits required to construct the project have not been obtained;

- (f) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;
- (g) The Municipality's governing body has not adopted a resolution of support confirming its approval for the project to proceed; or
- (h) The Municipality states in writing that it is unable or unwilling to move forward with the project because of opposition from an affected community or inadequate public support for the project.

3. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this Second Amendment; and/or

4. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

In addition, the County may, in its sole discretion, deem a MCP infeasible if it fails to meet the construction-ready requirements listed in Section V.D.2 above within three Fiscal Years after the first day of the Fiscal Year for which the MCP was first scheduled for construction funding. If a project is deemed infeasible, as provided in this Section V.D., the project will be deemed canceled and withdrawn, will lose its ranking, and its allocated funding would then be available to fund other Municipal Projects. A Municipality may elect to submit a new application to the MPO for any MCP deemed infeasible by the County.

E. The County's Discretion to Convert a Municipal Project to a County Project. The County may elect, at any time prior to executing a Surtax Funding Agreement, with the consent of the applicable Municipality(ies), to convert any MCP in the then-current Five-Year Plan to a County project. The County will provide written notice to the Municipality of its intent to convert the MCP to a County project. For any MCP converted to a County project, the funding for the project will not be counted toward the MAG, and the timing of funding the project in the applicable Five-Year Plan will be determined by the County in its sole discretion without regard to the MPO's ranking and funding recommendations.

F. Surtax Funding Agreements. The Municipalities shall receive Transportation Surtax Proceeds from the County for a funded Municipal Project subject to and upon execution of, a Surtax Funding Agreement between the County and the Municipality for each such Municipal Project. Surtax Funding Agreements for MCPs and MR&MPs shall include at least a 30% CBE commitment for the project, unless such requirement is determined inapplicable by the Director of the County's Office of Economic and Small Business Development or is modified or waived by the County Commission.

G. Community Shuttle Service. Subject to the availability of funds, the MAG will be used first to directly and fully fund the reasonable and necessary operating, maintenance, and capital costs of existing Community Shuttle Service and any improved or new Community Shuttle Service, before funding MCPs, Municipal Project Contingency, and

MR&MPs. Funding of Community Shuttle Service is not subject to evaluation or ranking by the MPO. Unless waived by the County, to be eligible for Transportation Surtax Proceeds, the Community Shuttle Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route or such other standard as the County may impose. The County may, in its sole discretion, decrease or increase this standard based on future population and ridership growth. The County's Transportation Department administers the Community Shuttle Service program and allocated Community Shuttle Service funding is included in the Transportation Department's annual Fiscal Year budget. In the event of interruptions due to hurricane or other natural disasters causing Municipality to fail to meet the 7.1 passengers per revenue service hour requirement, County may suspend the ridership criteria. The Community Shuttle Service ridership requirement is suspended until the end of the current declared local state of emergency due to COVID-19.

VI. Additional Requirements. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by the County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with any conditions recommended by the Oversight Board when such recommendations are expressly and formally approved by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project performance data, metrics, measures, and deliverables as may be prescribed by the County.

A. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to audit by the County and the Oversight Board. Any interest earned by a Municipality on any Transportation Surtax Proceeds shall constitute Transportation Surtax Proceeds and may be utilized by the Municipality only in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by the Contract Administrator, a Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

B. Permitting. To decrease public inconvenience and to facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by the County and is in whole or in part within the geographical boundaries of a Municipality, each Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except to the extent of any portion of the work performed by the County that will be owned, operated, and maintained by the Municipality. The waiver shall include, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. The County shall be responsible for ensuring adequate

plan review, inspections, and compliance with State and County standards for work performed by the County. The County shall waive, unless prohibited by applicable state or federal law, all County permitting fees for Municipal Capital Projects and Municipal R&M Projects.

C. Road Closures. Each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by the County, that ensures the County is promptly notified and promptly provided with data reasonably requested by the County regarding all municipal roads in the Municipality that are closed for any reason, including but not limited to construction of Transportation Surtax Projects, other construction, or flooding.

D. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing in the form and content prescribed by the County, including, but not limited to, signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds, utilizing County-approved wording, logos, or other imagery, which branding and marketing will acknowledge the project contributions of the County and the applicable Municipality(ies). The County will work cooperatively with the Municipality(ies) regarding the location of branding and marketing. The costs for all branding and marketing requested by the County pursuant to this section shall be included in the Transportation Surtax Proceeds allocated for the applicable Municipal Project.

E. Data Collection and Sharing. To the extent requested by the County, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or the Municipality's use of such roads, rights-of-way, properties, or assets. The County shall fund the costs for any such incorporation and placement requested by the County. To the extent that the Municipality controls data collection, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by the County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable project, to the extent requested by the County, each Municipality shall provide the County any and all access to such data as may be requested by the County, including recurring or real-time access or periodic download.

VII. General Provisions.

A. Term of Agreement. This Second Amendment shall remain in full force and effect until all Transportation Surtax Proceeds allocated by the County to Municipal Projects

have been fully expended by all the Municipalities and thereafter until 90 days after the Oversight Board has completed its review of each applicable Party's final audit.

B. No Impact to Future Levies. Nothing in this Second Amendment shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

C. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Second Amendment shall be met solely through the use of Transportation Surtax Proceeds, and all funding provided by the County under this Second Amendment shall be consistent with applicable law including Section 129.01, Florida Statutes.

D. Amendment. This Second Amendment may be amended by a written document formally approved by the County and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to this Second Amendment, and (ii) cumulatively represent more than 50% of the County's total population. The MPO's written approval of any amendment shall only be required if the amendment purports to modify any express obligation of the MPO hereunder. Any amendment approved in accordance with this section shall be binding on all Parties hereto.

E. Governing Law, Venue, and Waiver of Jury Trial. This Second Amendment shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this Second Amendment shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS SECOND AMENDMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS SECOND AMENDMENT.**

F. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

G. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Second Amendment, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Second Amendment.

H. Notices. In order for a notice to a Party to be effective under this Second Amendment, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with contemporaneous copy via email, to the addresses listed

below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to the County: Broward County Administrator
115 S. Andrews Avenue, Room 409
Fort Lauderdale, FL 33301
Current email: bhenry@broward.org

With a copy to: Broward County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Current email: ameyers@broward.org

As to Municipality: Manager/Administrator
Name, address, and current email provided on signature page

With a copy to: Municipal Attorney
Name, address, and current email provided on signature page

MPO: MPO Executive Director
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Current email: stuartg@browardmpo.org

With a copy to: MPO General Counsel
Weiss Serota Helfman Cole & Bierman
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301
Current email: agabriel@wsh-law.com

A Party's notice address may be changed at any time by that Party, provided that Party provides notice of such change consistent with the requirements of this section.

I. Entire Agreement. This Second Amendment constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and supersedes all prior versions of the Interlocal Agreement, the First Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Second Amendment that is not expressly contained in this Second Amendment. To the extent of any conflict between or among this Second Amendment, the Interlocal Agreement, and the First Amendment (and, with regard to any obligation of the MPO or County under the MPO ILA, to the extent of any conflict between or among

this Second Amendment, the Interlocal Agreement, the First Amendment, and/or the MPO ILA), the provisions of this Second Amendment shall prevail.

J. Headings. The section and subsection headings in this Second Amendment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Second Amendment.

K. Joint Preparation. The preparation of this Second Amendment has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

L. Severability. If any portion of this Second Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this Second Amendment in a manner designed to effectuate the original intent of the Parties.

M. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this Second Amendment.

N. Individual Liability. Except as provided in Section VII.D., each Party agrees and commits to fully comply with the obligations of this Second Amendment for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this Second Amendment shall not constitute a default by any other Party.

O. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date (as defined below) of this Second Amendment, each Party is in full compliance with all terms and conditions of this Second Amendment. To the extent any Party may have a claim for a breach or default of any provision of the Interlocal Agreement, the First Amendment, or this Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases their individual claims.

P. Effective Date. The effective date of this Second Amendment shall be the date of complete execution by the County, the MPO, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to this Second Amendment, and (ii) cumulatively represent more than 50% of the County's total population (the "Effective Date").

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to and Restatement of the Transportation Surtax Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 10th day of September, 2020 (Agenda Item 61); the MPO, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature

By: _____
Bertha Henry, County Administrator

____ day of _____, 20__

Print Name of Witness above

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Signature

Print Name of Witness above

By: _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

By: _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/DRP
Second Amendment to and Restatement Transportation Surtax ILA.doc
01/08/2021
#20-114.00

EXHIBIT A

Cycle 1 Ranked Projects

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
1	Wilton Manors	WILT-006	Roadway Median landscape improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$6,000,000	\$247,711
2	Sunrise	SUNR-025.1	Various Drainage Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	\$10,000,000	\$5,180,000
3	Pompano Beach	POMP-004	Bay Drive Neighborhood Stormwater Improvements Project	Resiliency Improvements	Construction	YEAR 1-Construction	\$4,290,485	\$1,174,741
4	North Lauderdale	NLAU-007.1	Neighborhood Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$1,998,187	\$1,998,187
5	Weston	WEST-224	Intersection Improvements Royal	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$2,200,000	\$1,612,082
6	West Park	WPRK-004	SW 25 Street Complete Street Improvement	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$2,000,000	\$1,638,987
7	Coral Springs	CORA-115.1	Emergency Traffic Signals	Signal Enhancement	Construction	YEAR 1-Construction	\$900,000	\$496,917
8	Dania Beach	DANI-019	Stormwater Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	\$2,500,000	\$2,191,740
9	Davie	DAVI-003	Davie Rd Improvements Phase 3	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$5,000,000	\$4,859,167
10	Lauderdale Lakes	LLAK-003	Citywide Community Gateway System	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$1,500,000	\$1,378,000
11	Tamarac	TAMA-018	Electric Vehicle Charging Stations	Transit	Construction	YEAR 1-Construction	\$500,000	\$436,546
12	Cooper City	COOP-036	Way Finding Signs	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$75,000	\$30,000
13	Hallandale Beach	HALL-026	City-wide Bus Stops Digital Signage	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$520,000	\$513,600
14	Deerfield Beach	DEER-003	Citywide Pedestrian Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$800,000	\$800,000
15	Southwest Ranches	SWRA-032	Drainage Project: SW 50 Street and SW 182 Avenue Drainage	Resiliency Improvements	Construction	YEAR 1-Construction	\$124,000	\$124,000
16	Oakland Park	OAKL-099	Landscape Improvement	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$330,000	\$330,000
17	Hollywood	HOLL-064	Industrial Park and Corridor Improvements	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$5,000,000	\$5,000,000
18	Pembroke Park	PPRK-002	S.W. 25th St. Stormwater Impr. (Ph II)	Resiliency Improvements	Construction	YEAR 1-Construction	\$1,075,000	\$1,075,115
19	West Park	WPRK-007	SW 57 Ave & SW 20 Street Traffic Calming Improvement	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$200,000	\$163,519
20	Fort Lauderdale	FORT-122	Safety Improvements: NW 15th Ave Mobility Improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$2,000,000	\$2,000,000
21	Tamarac	TAMA-003	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$1,000,000	\$528,902
22	Wilton Manors	WILT-012	Complete Streets	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$1,000,000	\$629,804
23	Pompano Beach	POMP-006	Kendall Lake Neighborhood Stormwater Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	\$3,772,201	\$3,741,868
24	Hallandale Beach	HALL-005	City-Wide Bus Shelter Improvements	Transit	Construction	YEAR 1-Construction	\$3,000,000	\$2,977,563
25	Davie	DAVI-001	College Ave Phase 2 Widening	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$1,000,000	\$1,000,000
26	Hollywood	HOLL-035	Complete Streets - Hollywood Blvd	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$700,000	\$700,000
27	Lauderdale Lakes	LLAK-015	NW 36 Terrace Improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$750,000	\$863,663
28	Weston	WEST-308	Indian Trace Elementary School	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$150,000	\$319,086
29	Wilton Manors	WILT-007.1	Parking	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$15,000,000	\$849,475
30	Weston	WEST-307	City-wide Wayfinding Signage Program	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$1,056,000	\$232,739

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
31	Tamarac	TAMA-014	Traffic Control Devices	Signal Enhancement	Construction	YEAR 1-Construction	\$500,000	\$445,817
32	Fort Lauderdale	FORT-162	Street Lighting: NW 15Th Avenue	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$1,000,000	\$996,668
33	Wilton Manors	WILT-013	Electronic Message Boards / Wayfinding	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$1,000,000	\$639,650
34	Miramar	MIRA-004	Miramar Parkway Extension to Pembroke Road	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$25,000,000	\$760,000
35	Miramar	MIRA-002	Pembroke Road Expansion from SW 184th Avenue to 200th Avenue	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$31,000,000	\$1,510,000
36	Miramar	MIRA-001	Pembroke Road Expansion from SW 160th Avenue to 184th Avenue	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$28,900,000	\$2,270,000
37	Miramar	MIRA-003	Pembroke Road Expansion from SW 200th Avenue to US-27	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$8,000,000	\$1,390,000
38	Fort Lauderdale	FORT-108	Safety Improvements: Andrews Ave	Capacity Increase, Widening	Planning	YEAR 1-Planning	\$5,000,000	\$150,000
39	Oakland Park	OAKL-023	City-Wide Mast Arm Conversion	Signal Enhancement	Design	YEAR 1-Design	\$7,875,000	\$945,000
40	Coral Springs	CORA-097	New Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$20,000,000	\$600,000
41	Coconut Creek	COCO-024	New Bus Shelters/Replacement Bus Shelters	Transit	Design	YEAR 1-Design	\$3,600,000	\$432,000
42	Pompano Beach	POMP-002	Dixie Hwy/Atlantic Blvd Improvements Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$24,860,000	\$2,983,200
43	Hollywood	HOLL-036	Complete Streets - State Rd 7	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,000,000	\$120,000
44	Davie	DAVI-016	Orange Dr Corridor Enhancements	Capacity Increase, Widening	Design	YEAR 1-Design	\$3,000,000	\$360,000
45	Miramar	MIRA-021	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$3,000,000	\$90,000
46	Pembroke Pines	PPIN-039	City Wide Sidewalk Projects	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$4,431,250	\$132,938
47	West Park	WPRK-002	State Road 7 Pedestrian Lights	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$750,000	\$90,000
48	Lauderdale Lakes	LLAK-006	Comprehensive Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Planning	YEAR 1-Planning	\$850,000	\$25,500
49	Wilton Manors	WILT-009	Bus Benches And Shelters	Transit	Planning	YEAR 1-Planning	\$6,000,000	\$180,000
50	Sunrise	SUNR-055	Pine Island Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$4,500,000	\$540,000
51	Pembroke Park	PPRK-010	Bike Lane And Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$250,000	\$30,000
52	Lauderdale-by-the-Sea	LSEA-005	El Mar Drive Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
53	Weston	WEST-303	Weston Rd Corridor RRR	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$4,900,000	\$588,000
54	Deerfield Beach	DEER-007	FAU Research Blvd. Roadway Improvements	Capacity Increase, Widening	Design	YEAR 1-Design	\$4,000,000	\$480,000
55	Cooper City	COOP-035	City Entry Signs And Features	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$175,000	\$21,000
56	Tamarac	TAMA-008	Bike Paths	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$4,500,000	\$135,000
57	Lighthouse Point	LHP-010	Sidewalk/Bike Lane Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$500,000	\$15,000
58	North Lauderdale	NLAU-007.2	Neighborhood Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Design	YEAR 1-Design	\$3,001,813	\$360,218
59	Parkland	PARK-008	Construction Of Bike Lanes On Parkside Drive	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,500,000	\$180,000
60	Dania Beach	DANI-001	West Dania Beach Blvd Bridge	Capacity Increase, Widening	Design	YEAR 1-Design	\$4,000,000	\$480,000

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
61	Margate	MARG-002	Winfield Blvd. Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$174,000	\$20,880
62	Southwest Ranches	SWRA-021	Drainage Project: SW 61st Court	Resiliency Improvements	Design	YEAR 1-Design	\$100,000	\$12,000
63	Fort Lauderdale	FORT-104	Sidewalks: Sidewalk Program - New Construction	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,000,000	\$360,000
64	Oakland Park	OAKL-007	CSX And FEC Crossing Study	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$150,000	\$150,000
65	Coral Springs	CORA-098	New Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$20,000,000	\$600,000
66	Hollywood	HOLL-038	Complete Streets - Johnson St	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$5,000,000	\$150,000
67	Miramar	MIRA-020	Bus Shelter Improvement	Transit	Design	YEAR 1-Design	\$1,200,000	\$144,000
68	Lauderdale Lakes	LLAK-016	NW 50th Avenue Improvements Study & Design	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$500,000	\$500,000
69	Sunrise	SUNR-075	Oakland Park Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,250,000	\$390,000
70	Pompano Beach	POMP-011	PowerLine Road Improvements Project	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$2,734,862	\$328,183
71	Davie	DAVI-012	SW 30th Street Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
72	Coconut Creek	COCO-020	Hillsboro Boulevard Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$563,305	\$67,597
73	Wilton Manors	WILT-003	Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
74	West Park	WPRK-003	SW 48 Avenue Complete Street	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,500,000	\$420,000
75	Weston	WEST-192	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$280,000	\$33,600
76	Pembroke Park	WPRK-009	52 Ave Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,200,000	\$144,000
77	Deerfield Beach	DEER-005	Pioneer Grove Improvements-Pedestrian Lighting	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
78	Lighthouse Point	LHP-009	Traffic Calming	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$1,000,000	\$30,000
79	Pembroke Pines	PPIN-021	Privacy Wall - Sheridan Street	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$1,350,000	\$162,000
80	North Lauderdale	NLAU-008	Sound Walls SW 64 Ter Sidewalks, Traffic Calming	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,000,000	\$360,000
81	Cooper City	COOP-024	Storm Water Drainage Improvement	Resiliency Improvements	Design	YEAR 1-Design	\$2,400,000	\$288,000
82	Parkland	PARK-002	Lox Road Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,600,000	\$312,000
83	Margate	MARG-047	City Bicycle/Pedestrian Greenway System	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,000,000	\$120,000
84	Southwest Ranches	SWRA-022	Drainage Project: Green Meadows	Resiliency Improvements	Design	YEAR 1-Design	\$43,000	\$5,160
85	Tamarac	TAMA-001	Multimodal Connectivity Plan	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$120,000	\$120,000
86	Lauderdale-by-the-Sea	LSEA-035	Bike Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,000,000	\$360,000
87	Dania Beach	DANI-017	SE Stormwater Drainage System	Resiliency Improvements	Design	YEAR 1-Design	\$7,212,000	\$865,440
88	Fort Lauderdale	FORT-113	Safety Improvements: SE 3rd Ave	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$1,500,000	\$45,000
89	Coral Springs	CORA-102	Bus Shelter Repair And Replacement	Transit	Design	YEAR 1-Design	\$375,000	\$45,000
90	Miramar	MIRA-025	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,100,000	\$252,000

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
91	Sunrise	SUNR-061	Oakland Park Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$6,000,000	\$720,000
92	Oakland Park	OAKL-025	Oakland Park Blvd Gateway	Landscaping, Hardscape, Signage, Lighting	Planning	YEAR 1-Planning	\$13,200,000	\$396,000
93	Lauderdale Lakes	LLAK-018	NW 36 St Improvements	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$1,000,000	\$120,000
94	Hallandale Beach	HALL-019	NW/SW 8th Ave Complete Street Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,500,000	\$180,000
95	Davie	DAVI-014	Nova Dr Improvements	Capacity Increase, Widening	Design	YEAR 1-Design	\$2,800,000	\$336,000
96	Coconut Creek	COCO-016	Sample Road Multi-Purpose Path	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,755,000	\$330,600
97	West Park	WPRK-008	SW 21St Street Complete Street Improvement	Traffic Circle, Speed Tables, Intersection Improvement	Design	YEAR 1-Design	\$2,000,000	\$240,000
98	Weston	WEST-193	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,800,000	\$336,000
99	Pompano Beach	POMP-013	Riverside Drive Improvements Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$5,928,768	\$711,452
100	Wilton Manors	WILT-015	Intersection Improvements (Gateway Design)	Landscaping, Hardscape, Signage, Lighting	Planning	YEAR 1-Planning	\$13,200,000	\$396,000
101	Deerfield Beach	DEER-006	Pioneer Grove Improvements-Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$500,000	\$60,000
102	Pembroke Park	PPRK-008	County Line Road Storm Water Connection	Resiliency Improvements	Design	YEAR 1-Design	\$750,000	\$90,000
103	Cooper City	COOP-042	Storm Water Improvements	Resiliency Improvements	Design	YEAR 1-Design	\$1,600,000	\$192,000
104	Pembroke Pines	PPIN-038	Pines Blvd-Ingress/Egress-Holly Lake	Capacity Increase, Widening	Design	YEAR 1-Design	\$2,300,000	\$276,000
105	Lighthouse Point	LHP-011	Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$750,000	\$22,500
106	Parkland	PARK-007	Traffic Light - Hillsboro Boulevard And University DR	Signal Enhancement	Design	YEAR 1-Design	\$600,000	\$72,000
107	Margate	MARG-033	Firefighters Pk-Winfield Blvd. Bridge	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$200,000	\$24,000
108	Southwest Ranches	SWRA-037	Drainage Project: Dykes Road and SW 51st Manor	Resiliency Improvements	Design	YEAR 1-Design	\$300,000	\$36,000
109	Hollywood	HOLL-056	Transportation/Traffic Calming - Dist. 5	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$833,333	\$100,000
110	Tamarac	TAMA-021	Crosswalks	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$3,000,000	\$90,000
						Fiscal Year 2020 Total	\$414,903,204	\$72,016,813
Projects ranked 11 through 510 below have not been evaluated for funding readiness. Additional evaluation and analysis will be required.								
111	Fort Lauderdale	FORT-110	Safety Improvements: Andrews Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	\$3,500,000	
112	Fort Lauderdale	FORT-067	Bike Lanes: Flagler Greenway	Bicycle Pedestrian Infrastructure	Design	RANK	\$12,000,000	
113	Hollywood	HOLL-037	Complete Streets - US 1	Bicycle Pedestrian Infrastructure	Construction	RANK	\$6,000,000	
114	Fort Lauderdale	FORT-188	Roadway Improvements: US 1	Bicycle Pedestrian Infrastructure	Planning	RANK	\$12,000,000	
115	Fort Lauderdale	FORT-107	Safety Improvements: NW 7th Ave	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,800,000	
116	Fort Lauderdale	FORT-139	Safety Improvements: Sistrunk Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$12,000,000	
117	Fort Lauderdale	FORT-152	Safety Improvements: Sunrise Blvd	Bicycle Pedestrian Infrastructure	NA	SWAP	\$15,000,000	
118	Fort Lauderdale	FORT-164	Street Lighting: Andrews Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
119	Fort Lauderdale	FORT-189	Roadway Improvements: US 1	Bicycle Pedestrian Infrastructure	Planning	RANK	\$25,000,000	
120	Fort Lauderdale	FORT-168	Street Lighting: Las Olas Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,500,000	
121	Fort Lauderdale	FORT-065	Bike Lanes: Lauderdale	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,000,000	
122	Fort Lauderdale	FORT-169	Street Lighting: US 1/Federal Highway	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
123	Fort Lauderdale	FORT-166	Street Lighting: SE/NE 3rd Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
124	Oakland Park	OAKL-001	Prospect Road Corridor Enhancement	Bicycle Pedestrian Infrastructure	NA	SWAP	\$5,559,584	
125	Fort Lauderdale	FORT-187	Roadway Improvements: SE 17th St	Bicycle Pedestrian Infrastructure	Planning	RANK	\$15,000,000	
126	Fort Lauderdale	FORT-163	Street Lighting: NW 7th Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
127	Fort Lauderdale	FORT-124	Safety Improvements: Las Olas Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
128	Miramar	MIRA-015	Pembroke Road Expansion From Douglas Road To University Drive	Capacity Increase, Widening	NA	SWAP	\$25,300,000	
129	Lauderdale Lakes	LLAK-017	Pedestrian Safety Assessment/Improvements, SR 7 And Oakland Park Blvd	Bicycle Pedestrian Infrastructure	NA	HOLD	\$2,000,000	
130	Hallandale Beach	HALL-001	Atlantic Shores Blvd. Roadway Improvement	Bicycle Pedestrian Infrastructure	SWAP	SWAP	\$335,000	
131	Fort Lauderdale	FORT-138	Safety Improvements: NE 62nd St	Bicycle Pedestrian Infrastructure	Planning	RANK	\$4,000,000	
132	Coconut Creek	COCO-017	Sample Road Bike Lane Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$3,100,000	
133	Fort Lauderdale	FORT-182	Roadway Improvements: Bayview Drive Traffic Calming	Bicycle Pedestrian Infrastructure	Construction	RANK	\$920,000	
134	Fort Lauderdale	FORT-148	Safety Improvements: NE 18th Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	\$6,500,000	
135	Fort Lauderdale	FORT-161	Street Lighting : PowerLine Road/NW 9th Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
136	Fort Lauderdale	FORT-128	Safety Improvements: Downtown Walkability Project Phases 6-9	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
137	Hallandale Beach	HALL-006	South Old Dixie Highway Conversion Project	Capacity Increase, Widening	HOLD	HOLD	\$5,000,000	
138	Miramar	MIRA-023	SW 68th Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,400,000	
139	Oakland Park	OAKL-008	PowerLine Road Complete Streets	Bicycle Pedestrian Infrastructure	Construction	HOLD	\$1,220,174	
140	Fort Lauderdale	FORT-155	Safety Improvements: 195	Bicycle Pedestrian Infrastructure	Planning	RANK	\$25,000,000	
141	Fort Lauderdale	FORT-149	Safety Improvements: US 1 Tunnel Top Plaza	Traffic Circle, Speed Tables, Intersection Improvement	Construction	RANK	\$2,500,000	
142	Fort Lauderdale	FORT-134	Safety Improvements: SE/SW 17th St	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,500,000	
143	Fort Lauderdale	FORT-112	Safety Improvements: Andrews Ave	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$799,000	
144	Miramar	MIRA-024	Douglas Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$2,400,000	
145	Hollywood	HOLL-153	Environmental Resiliency - Dist. 2	Resiliency Improvements	Construction	SWAP	\$1,666,667	
146	Fort Lauderdale	FORT-160	Street Lighting : Sistrunk Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,500,000	
147	Oakland Park	OAKL-010	Oakland Park Blvd Corridor Improvement	Signal Enhancement	Planning	RANK	\$9,112,500	
148	Fort Lauderdale	FORT-190	Roadway Improvements: A1A	Bicycle Pedestrian Infrastructure	Planning	RANK	\$12,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
149	Fort Lauderdale	FORT-120	Safety Improvements: NW 9th Avenue Mobility Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,500,000	
150	Miramar	MIRA-037	Miramar Boulevard Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,000,000	
151	Fort Lauderdale	FORT-171	Street Lighting: SE 17th Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
152	Sunrise	SUNR-057	Nob Hill Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,650,000	
153	Sunrise	SUNR-074	Nob Hill Road Multi-Use Path	Bicycle Pedestrian Infrastructure	NA	SWAP	\$2,500,000	
154	Fort Lauderdale	FORT-191	Roadway Improvements: I95	Capacity Increase, Widening	Planning	RANK	\$50,000,000	
155	Fort Lauderdale	FORT-115	Safety Improvements: SE 2Nd St Traffic Calm/Pedestrian Safety	Bicycle Pedestrian Infrastructure	Design	RANK	\$270,000	
156	Fort Lauderdale	FORT-123	Safety Improvements: Las Olas Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,500,000	
157	Sunrise	SUNR-079	NW 136 Avenue Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,550,000	
158	Sunrise	SUNR-066	NW 136 Avenue Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,750,000	
159	Oakland Park	OAKL-020	Dixie Highway Complete Streets	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,687,500	
160	Miramar	MIRA-022	SW 64 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,800,000	
161	Fort Lauderdale	FORT-147	Safety Improvements: NW 62Nd St	Bicycle Pedestrian Infrastructure	Construction	RANK	\$4,500,000	
162	Oakland Park	OAKL-026	Floranada Sidewalk Network	Bicycle Pedestrian Infrastructure	Design	RANK	\$368,365	
163	Fort Lauderdale	FORT-154	Safety Improvements: Broward Blvd	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
164	Fort Lauderdale	FORT-097	Sidewalks: NW 62nd St	Bicycle Pedestrian Infrastructure	NA	HOLD	\$194,000	
165	Coconut Creek	COCO-022	Hillsboro Boulevard Bike Lane and Transit Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$4,034,384	
166	Coconut Creek	COCO-004	Pedestrian Lights On Lyons Rd	Landscaping, Hardscape, Signage, Lighting	Construction	RANK	\$1,000,000	
167	Sunrise	SUNR-062	University Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
168	Fort Lauderdale	FORT-159	Street Lighting: Sunrise Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,500,000	
169	Fort Lauderdale	FORT-192	Roadway Improvements: Las Olas Boulevard	Bicycle Pedestrian Infrastructure	Design	RANK	\$37,000,000	
170	Oakland Park	OAKL-005	Oakland Park Elementary School Sidewalk Network	Bicycle Pedestrian Infrastructure	Construction	HOLD	\$2,036,000	
171	Hallandale Beach	HALL-027	NE 1st Ave Lane Elimination And Complete Street	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,700,000	
172	Davie	DAVI-004	Davie Rd Improvements Phase 4	Capacity Increase, Widening	Design	RANK	\$4,000,000	
173	Hallandale Beach	HALL-016	SE/SW 3rd Street	Bicycle Pedestrian Infrastructure	Design	RANK	\$405,000	
174	Fort Lauderdale	FORT-106	Sidewalks: Andrews Ave North	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,100,000	
175	Fort Lauderdale	FORT-117	Safety Improvements: NE 15th Ave	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
176	Sunrise	SUNR-077	Flamingo Road Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
177	Sunrise	SUNR-067	Flamingo Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,750,000	
178	Fort Lauderdale	FORT-057	Safe Routes To School: Stranahan High	Bicycle Pedestrian Infrastructure	Design	RANK	\$300,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
179	Davie	DAVI-020	SW 39 Street Improvements	Capacity Increase, Widening	Design	RANK	\$2,000,000	
180	Miramar	MIRA-006	SW 148th Avenue Expansion From Bass Creek Road To Miramar Parkway	Capacity Increase, Widening	Design	RANK	\$27,300,000	
181	Fort Lauderdale	FORT-165	Street Lighting : Himmarshee Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
182	Sunrise	SUNR-024	Sunrise Blvd/136 Ave-Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$3,000,000	
183	Fort Lauderdale	FORT-150	Safety Improvements: Sunrise Blvd	Capacity Increase, Widening	NA	SWAP	\$12,000,000	
184	Hallandale Beach	HALL-021	Diplomat Parkway	Bicycle Pedestrian Infrastructure	Design	RANK	\$395,000	
185	Oakland Park	OAKL-015	Lloyd Estates Elementary School Safe Routes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,485,217	
186	Fort Lauderdale	FORT-079	Bike Lanes: NE 13 St	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,500,000	
187	Fort Lauderdale	FORT-186	Roadway Improvements: I95 Interchange	Capacity Increase, Widening	Planning	RANK	\$50,000,000	
188	Miramar	MIRA-029	SW 148 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,800,000	
189	Sunrise	SUNR-076	Sunrise Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
190	Sunrise	SUNR-065	Sunrise Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,000,000	
191	Fort Lauderdale	FORT-078	Bike Lanes: NE 13 St	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,000,000	
192	Sunrise	SUNR-056	Hiatus Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,800,000	
193	Fort Lauderdale	FORT-170	Street Lighting : NW 19th Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
194	Fort Lauderdale	FORT-076	Bike Lanes: A1A Parallel Bike Facility	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,500,000	
195	Oakland Park	OAKL-011	Micro-Transit Circulator	Transit	Design	RANK	\$2,500,000	
196	Sunrise	SUNR-070	SW 14th Street Bicycle Lanes	Bicycle Pedestrian Infrastructure	Planning	RANK	\$1,500,000	
197	North Lauderdale	NLAU-010	Sound Walls Rock Island rd	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$3,000,000	
198	West Park	WPRK-001	County Line Road Extension	Capacity Increase, Widening	NA	SWAP	\$20,000,000	
199	Fort Lauderdale	FORT-114	Safety Improvements: NE 4th Street Improvements	Bicycle Pedestrian Infrastructure	Construction	RANK	\$219,300	
200	Oakland Park	OAKL-009	Dixie Highway Landscape Improvement	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$275,000	
201	Coconut Creek	COCO-019	Wiles Road Bike Lane And Transit Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,887,815	
202	Miramar	MIRA-030	SW 172 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,000,000	
203	Hallandale Beach	HALL-020	Three Islands Boulevard	Bicycle Pedestrian Infrastructure	NA	RANK	\$215,000	
204	Coconut Creek	COCO-015	Atlantic Boulevard Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$5,111,000	
205	Pompano Beach	POMP-007	NW 3rd Avenue Improvements Project	Capacity Increase, Widening	Design	RANK	\$8,722,110	
206	Fort Lauderdale	FORT-109	Safety Improvements: Andrews Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$3,500,000	
207	Parkland	PARK-016	Street Lighting - Hillisboro Boulevard At Holmberg Road	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$1,500,000	
208	Davie	DAVI-019	SW 36 St Road Widening	Capacity Increase, Widening	Design	RANK	\$5,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
209	Coconut Creek	COCO-018	Wiles Road Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$480,113	
210	Miramar	MIRA-014	Miramar Boulevard Expansion From Hiatus Road To Flamingo Road	Capacity Increase, Widening	Design	RANK	\$25,000,000	
211	Fort Lauderdale	FORT-173	Street Lighting: East Las Olas Street Lights	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$500,000	
212	Miramar	MIRA-036	SW 145 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
213	Sunrise	SUNR-072	Commercial Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
214	Sunrise	SUNR-052	Commercial Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
215	Miramar	MIRA-033	Miramar Parkway Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,700,000	
216	Oakland Park	OAKL-021	NE 12 Ave Corridor Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,096,000	
217	Deerfield Beach	DEER-004	Martin Luther King Jr. Blvd. Complete Streets Lane Elimination	Bicycle Pedestrian Infrastructure	NA	RANK	\$1,500,000	
218	Fort Lauderdale	FORT-167	Street Lighting: NE 15th Avenue	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
219	Sunrise	SUNR-022	Oakland Park/Nob Hill Road-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
220	Coral Springs	CORA-112	Downtown DRI Improvements	Bicycle Pedestrian Infrastructure	NA	RANK	\$4,000,000	
221	Sunrise	SUNR-064	Sunrise Lakes Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,300,000	
222	Sunrise	SUNR-020	Oakland Park/University-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
223	Miramar	MIRA-009	Extension EB Right Turn lane on Miramar PKWY, Dykes Rd. to I-75 SB Ramp	Capacity Increase, Widening	Construction	RANK	\$600,000	
224	Miramar	MIRA-057	Additional North Bound Right Turn Lane-Dykes Road	Capacity Increase, Widening	Design	RANK	\$305,000	
225	Pompano Beach	POMP-001	A1A Undergrounding Overhead And Streetscape Project	Resiliency Improvements	NA	HOLD	\$16,940,366	
226	Miramar	MIRA-034	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,400,000	
227	Miramar	MIRA-026	Monarch Lakes Blvd. Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,900,000	
228	Davie	DAVI-002	College Ave Phase 3 Widening	Capacity Increase, Widening	Design	RANK	\$4,000,000	
229	Miramar	MIRA-011	Bass Creek Road Expansion From SW 148th Avenue To SW 172nd Avenue	Capacity Increase, Widening	Design	RANK	\$35,000,000	
230	Miramar	MIRA-005	Miramar Boulevard Expansion From Palm Avenue To Douglas Road	Capacity Increase, Widening	NA	SWAP	\$25,000,000	
231	Hallandale Beach	HALL-007	SE 1st Ave Lane Elimination And Complete Street	Bicycle Pedestrian Infrastructure	Design	RANK	\$395,000	
232	Fort Lauderdale	FORT-029	Intersection Improvements: Sunrise Blvd	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,400,000	
233	Sunrise	SUNR-078	NW 8th Street Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
234	Hallandale Beach	HALL-018	SE 9th Street Fec Rail Crossing Realignment	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,700,000	
235	West Park	WPRK-010	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,500,000	
236	Fort Lauderdale	FORT-056	Safe Routes To School: Walker Elementary	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
237	Miramar	MIRA-028	Bass Creek Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$3,300,000	
238	Sunrise	SUNR-017	Panther Parkway Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$3,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
239	Weston	WEST-304	Royal Palm Blvd RRR	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,730,000	
240	Sunrise	SUNR-033	Commercial Blvd Median Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$500,000	
241	Hallandale Beach	HALL-015	Old Federal Highway & SE 3rd Street Safety Project	Capacity Increase, Widening	Design	RANK	\$25,000	
242	Fort Lauderdale	FORT-059	Safe Routes To School: Fort Lauderdale High	Bicycle Pedestrian Infrastructure	Design	RANK	\$400,000	
243	Coconut Creek	COCO-014	Johnson Road Greenway	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,700,000	
244	Fort Lauderdale	FORT-137	Safety Improvements: NE 56th St	Bicycle Pedestrian Infrastructure	Planning	RANK	\$4,000,000	
245	Sunrise	SUNR-018	136 Ave/New River Greenway Intersection	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
246	Hallandale Beach	HALL-023	County Line Road/ SW 11th St	Bicycle Pedestrian Infrastructure	Design	RANK	\$200,000	
247	Pompano Beach	POMP-009	Oceanside Garage Project	Capacity Increase, Widening	Design	RANK	\$28,845,068	
248	Fort Lauderdale	FORT-153	Safety Improvements: Oakland Park Blvd	Capacity Increase, Widening	Planning	RANK	\$1,000,000	
249	Weston	WEST-312	South Post Road - Bike Lane Buffer Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,200,000	
250	Coconut Creek	COCO-028	Fiber Optic On Wiles Road From Station 20 To Coral Springs Fire Station	Fiber	Design	RANK	\$210,000	
251	Pembroke Pines	PPIN-032	Widening Pines Blvd (184th Ave - US 27)	Capacity Increase, Widening	NA	SWAP	\$10,700,000	
252	Weston	WEST-187	Emerald Estates Dr. Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$249,700	
253	Weston	WEST-302	Indian Trace & 160th Ave Intersection Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$350,000	
254	West Park	WPRK-005	SW 36 Street Traffic Calming Improvements From SW 32 To SW 48 Avenue	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,500,000	
255	Hallandale Beach	HALL-017	SE 4th Street Facility Extension	Capacity Increase, Widening	Design	RANK	\$260,000	
256	Pompano Beach	POMP-008	NW Roadways Improvements Project	Capacity Increase, Widening	Design	RANK	\$1,822,842	
257	Sunrise	SUNR-014	Bus Stop & Bus Shelter Improvements	Transit	Design	RANK	\$2,500,000	
258	Fort Lauderdale	FORT-177	Street Lighting: N Andrews Ave	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$177,000	
259	Davie	DAVI-008	SW 130 Avenue Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
260	Sunrise	SUNR-073	C13 Greenway From Hiatus To City Limits	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,150,000	
261	Fort Lauderdale	FORT-151	Safety Improvements: Sunrise Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,000,000	
262	Sunrise	SUNR-059	Springtree Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,400,000	
263	Sunrise	SUNR-023	Oakland Park/Hiatus Road-Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
264	Sunrise	SUNR-019	136 Ave/Sunrise Boulevard-Intersection	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
265	Weston	WEST-184	Bonaventure Blvd Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,960,000	
266	Coconut Creek	COCO-021	NW 39th Avenue And Hillsboro Canal Greenway Trail	Bicycle Pedestrian Infrastructure	Design	RANK	\$538,543	
267	Lauderdale Lakes	LLAK-002	NW 31st Avenue Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,500,000	
268	Hallandale Beach	HALL-022	Parkview Drive	Bicycle Pedestrian Infrastructure	NA	RANK	\$75,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
269	Weston	WEST-300	Weston Rd & Griffin Rd Intersection Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$400,000	
270	Fort Lauderdale	FORT-030	Intersection Improvements: Andrew Avenue	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$700,000	
271	Fort Lauderdale	FORT-127	Safety Improvements: Bayview Drive Traffic Circle At Yacht Club Blvd	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$775,000	
272	Oakland Park	OAKL-012	NE 11th Avenue Corridor Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,366,789	
273	Sunrise	SUNR-063	Sunset Strip/Greenway Connector	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
274	Fort Lauderdale	FORT-028	Intersection Improvements: Bayview Drive	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$700,000	
275	Davie	DAVI-011	SW 136 Ave Widening	Capacity Increase, Widening	Design	RANK	\$2,000,000	
276	Miramar	MIRA-012	SW 184th Avenue Expansion From Miramar Parkway To Bass Creek Road	Capacity Increase, Widening	Design	RANK	\$6,000,000	
277	Miramar	MIRA-017	Bass Creek Road Expansion From SW 148th Avenue To FL Turnpike	Capacity Increase, Widening	Design	RANK	\$8,500,000	
278	Miramar	MIRA-013	SW 184th Avenue Expansion From Miramar Parkway To Pembroke Road	Capacity Increase, Widening	Design	RANK	\$20,000,000	
279	Sunrise	SUNR-060	Josh Lee Blvd Complete Street Project	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,250,000	
280	Fort Lauderdale	FORT-066	Bike Lanes: Bonnet House Trail	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
281	Hallandale Beach	HALL-014	NW 3rd Street Expansion Complete Street Project	Capacity Increase, Widening	Design	RANK	\$1,450,000	
282	Davie	DAVI-015	Oakes Rd Realignment	Capacity Increase, Widening	Design	RANK	\$2,000,000	
283	Weston	WEST-190	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$110,000	
284	Weston	WEST-191	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,100,000	
285	Weston	WEST-306	Bonaventure Blvd Bike Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,194,000	
286	Miramar	MIRA-032	SW 184th Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$800,000	
287	Deerfield Beach	DEER-008	Crystal Lake Dr. Complete Streets Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$850,000	
288	Sunrise	SUNR-068	Weston Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	NA	HOLD	\$2,000,000	
289	Fort Lauderdale	FORT-027	Intersection Improvements: SE 30 Street	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$700,000	
290	Miramar	MIRA-027	SW 136 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
291	Sunrise	SUNR-054	Springtree Lakes Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
292	Oakland Park	OAKL-016	NE 13th Avenue Sidewalk Network Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,590,000	
293	Sunrise	SUNR-021	Oakland Park/Pine Island-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
294	Miramar	MIRA-007	County Line Road Expansion From Flamingo Road To Red Road	Capacity Increase, Widening	Design	RANK	\$15,000,000	
295	Pembroke Park	PPRK-011	Mast Arm HB Blvd/S.W. 48th Avenue	Resiliency Improvements	Design	RANK	\$300,000	
296	Lauderhill	LHIL-013	Speed Humps	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$1,000,000	
297	Tamarac	TAMA-006	Public Transportation Hub (2)	Transit	Planning	HOLD	\$6,000,000	
298	Weston	WEST-305	Saddle Club Road Bike Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,700,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
299	Fort Lauderdale	FORT-135	Safety Improvements: SW 9th Ave	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$2,500,000	
300	Fort Lauderdale	FORT-136	Safety Improvements: SW 15th Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,500,000	
301	Parkland	PARK-010	Construction Of Bike Lanes On Holmberg Road	Bicycle Pedestrian Infrastructure	NA	SWAP	\$600,000	
302	Wilton Manors	WILT-008	Transit Connectivity	Bicycle Pedestrian Infrastructure	Planning	RANK	\$8,000,000	
303	Lauderdale Lakes	LLAK-007	The C13 Bridge Connecting The Northgate Community	Capacity Increase, Widening	Design	RANK	\$1,000,000	
304	Miramar	MIRA-016	Bass Creek Road Expansion From SW 172nd Avenue To SW 184th Avenue	Capacity Increase, Widening	Design	RANK	\$20,000,000	
305	Fort Lauderdale	FORT-132	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase II	Bicycle Pedestrian Infrastructure	Construction	RANK	\$3,000,000	
306	Fort Lauderdale	FORT-133	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase III	Bicycle Pedestrian Infrastructure	Construction	RANK	\$3,000,000	
307	Fort Lauderdale	FORT-131	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase I	Bicycle Pedestrian Infrastructure	Construction	RANK	\$3,000,000	
308	Coconut Creek	COCO-025	Traffic Calming Devices	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$1,500,000	
309	Lauderdale-by-the-Sea	LSEA-009	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
310	Pembroke Park	PPRK-009	Dale Village Storm Water Connection	Resiliency Improvements	Design	RANK	\$275,000	
311	Pembroke Park	PPRK-003	Park Road Paving Drainage Improvements	Resiliency Improvements	Design	RANK	\$1,875,000	
312	Davie	DAVI-006	Oakes Rd Expansion	Capacity Increase, Widening	NA	SWAP	\$1,000,000	
313	Weston	WEST-188	Glades Parkway Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$180,000	
314	Davie	DAVI-009	SW 136 Ave / SW 14 Street Intersection	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$350,000	
315	Miramar	MIRA-031	Bass Creek Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$800,000	
316	Fort Lauderdale	FORT-058	Safe Routes To School: Our Lady Queen Of Martyrs	Bicycle Pedestrian Infrastructure	Design	RANK	\$200,000	
317	Sunrise	SUNR-053	NE 50th Street Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,000,000	
318	Sunrise	SUNR-058	NW 94th Avenue Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,550,000	
319	Deerfield Beach	DEER-009	A1A Complete Streets Improvements	Bicycle Pedestrian Infrastructure	NA	RANK	\$400,000	
320	Oakland Park	OAKL-024	NW 10 Ave Corridor Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,650,000	
321	Hallandale Beach	HALL-010	Church Drive Complete Street Project	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,100,000	
322	Fort Lauderdale	FORT-121	Safety Improvements: Birch Rd Mobility Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,200,000	
323	Oakland Park	OAKL-003	NE 34 Ct Complete Streets	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,605,200	
324	Sunrise	SUNR-016	Sunset Strip Entrance Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$3,000,000	
325	Sunrise	SUNR-071	Sawgrass Expressway Greenway	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
326	Hallandale Beach	HALL-009	Diana Drive Extension Project	Bicycle Pedestrian Infrastructure	Design	RANK	\$900,000	
327	Hallandale Beach	HALL-008	Diana Drive Complete Street Project	Bicycle Pedestrian Infrastructure	NA	RANK	\$2,500,000	
328	Coconut Creek	COCO-010	Pedestrian Lighting Throughout City Including Residential Areas	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$600,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
329	Coconut Creek	COCO-009	Pedestrian Sidewalk Lighting For Trails And Greenways Throughout The City	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
330	Pompano Beach	POMP-012	Riverside Dr And NE 14th Street Causeway Stormwater Improvements	Resiliency Improvements	Design	RANK	\$2,347,387	
331	Oakland Park	OAKL-019	Central Parking Structure For Downtown Coastal Link Station	Capacity Increase, Widening	Design	RANK	\$6,500,000	
332	Pembroke Pines	PPIN-037	Construction Of 208th Ave Road	Capacity Increase, Widening	Planning	RANK	\$2,100,000	
333	Lauderhill	LHIL-017	Gateway Improvements	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$500,000	
334	Margate	MARG-021	Traffic Calming Circle	Traffic Circle, Speed Tables, Intersection Improvement	Design	SWAP	\$500,000	
335	Weston	WEST-311	Vista Park Blvd. RRR	Bicycle Pedestrian Infrastructure	Design	RANK	\$800,000	
336	Weston	WEST-195	Saddle Club Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$990,000	
337	Weston	WEST-196	Saddle Club Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,210,000	
338	Coconut Creek	COCO-012	Cullum Road Expansion	Capacity Increase, Widening	Design	RANK	\$2,399,000	
339	Coconut Creek	COCO-011	Banks Road Construction	Capacity Increase, Widening	Design	RANK	\$3,400,000	
340	Sunrise	SUNR-031	East Sunrise Master Plan Improvements	Landscaping, Hardscape, Signage, Lighting	NA	RANK	\$10,000,000	
341	Pembroke Pines	PPIN-033	Widening Sheridan (196th To Us 27)	Capacity Increase, Widening	Design	RANK	\$6,900,000	
342	Weston	WEST-222	Intersection Improvements Manatee	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$440,000	
343	Davie	DAVI-005	Hiatus Rd Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
344	Miramar	MIRA-035	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,500,000	
345	Sunrise	SUNR-069	New River Circle Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
346	Pembroke Park	PPRK-007	John P. Lyons Ln Stormwater Improvements	Resiliency Improvements	Design	RANK	\$700,000	
347	Pembroke Pines	PPIN-034	Widening Stirling rd. (196th to US 27)	Capacity Increase, Widening	Design	RANK	\$6,900,000	
348	Pembroke Pines	PPIN-031	Pembroke Road Extension To US 27	Capacity Increase, Widening	Design	RANK	\$12,500,000	
349	Margate	MARG-022	Traffic Calming Circle	Traffic Circle, Speed Tables, Intersection Improvement	Design	SWAP	\$500,000	
350	Sunrise	SUNR-013	NW 29th Manor Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
351	Cooper City	COOP-031	Traffic Calming And Streetscape	Bicycle Pedestrian Infrastructure	Design	RANK	\$800,000	
352	Sunrise	SUNR-030	Pump Station No. 8 Improvements	Resiliency Improvements	Design	RANK	\$10,000,000	
353	Weston	WEST-290	Bonaventure Stormwater Improvement	Resiliency Improvements	Design	RANK	\$440,000	
354	Pompano Beach	POMP-015	US 1 And NE 14th Street Causeway Stormwater Improvements Project	Resiliency Improvements	Construction	RANK	\$2,344,555	
355	Oakland Park	OAKL-018	Mainstreet Drainage	Resiliency Improvements	Design	RANK	\$300,000	
356	Weston	WEST-194	Manatee Isles Drive (36 St) Cul-De-Sac	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$275,000	
357	Coconut Creek	COCO-013	Cullum Road Signal	Signal Enhancement	Design	RANK	\$600,000	
358	Davie	DAVI-007	Orange Dr Corridor Enhancements	Capacity Increase, Widening	Design	RANK	\$1,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
359	Parkland	PARK-006	Traffic Light - Parkside Drive And Lox Road	Signal Enhancement	NA	SWAP	\$500,000	
360	Parkland	PARK-004	Street Lighting - Pine Island Road	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$500,000	
361	Parkland	PARK-003	Street Lighting - Hillsboro Boulevard	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$1,500,000	
362	Weston	WEST-289	Bonaventure Stormwater Improvement	Resiliency Improvements	Design	RANK	\$440,000	
363	Davie	DAVI-013	Flamingo Rd / SW 26 St Intersection	Signal Enhancement	Design	RANK	\$750,000	
364	Weston	WEST-301	Racquet Club Rd & Blatt Blvd Roundabout	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$400,000	
365	Davie	DAVI-010	SW 136 Ave / SW 26 Street Intersection	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
366	Southwest Ranches	SWRA-024	Drainage Project: SW 62nd Street	Resiliency Improvements	Design	RANK	\$70,000	
367	Southwest Ranches	SWRA-025	Drainage Project: SW 59th Court	Resiliency Improvements	Design	RANK	\$70,000	
368	Parkland	PARK-005	Traffic Light - Hillsboro Boulevard And Nob Hill Road	Signal Enhancement	NA	SWAP	\$600,000	
369	Southwest Ranches	SWRA-031	Drainage Project: SW 54th Street Interconnect	Resiliency Improvements	Design	RANK	\$138,000	
370	Southwest Ranches	SWRA-036	Drainage Project: Frontier Trails	Resiliency Improvements	Design	RANK	\$1,000,000	
371	Southwest Ranches	SWRA-033	Drainage Project: SW 49Th Court and 202 Avenue	Resiliency Improvements	Planning	RANK	\$135,000	
372	Pompano Beach	POMP-010	Palm Aire Lakes Access Roadway Project	Capacity Increase, Widening	Planning	RANK	\$485,244	
373	Wilton Manors	WILT-016	Parking Structure	Capacity Increase, Widening	NA	SWAP	\$0	
374	Pompano Beach	POMP-005	Innovation District Infrastructure Improvements Project	Capacity Increase, Widening	NA	RANK	\$76,272,192	
375	Hallandale Beach	HALL-004	Replacing Existing Damaged Sidewalk	Bicycle Pedestrian Infrastructure	Design	RANK	\$400,000	
376	Wilton Manors	WILT-001	Sidewalk Connectivity	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,200,000	
377	Fort Lauderdale	FORT-118	Safety Improvements: Sailboat Bend Traffic Mitigation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$271,925	
378	Fort Lauderdale	FORT-144	Safety Project: Coral Ridge C.C. Estates Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
379	Fort Lauderdale	FORT-146	Safety Project: Palm Aire Village West Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
380	Fort Lauderdale	FORT-143	Safety Improvements: Shady Banks Mobility Master Plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
381	Fort Lauderdale	FORT-145	Safety Improvements: Twin Lakes North Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
382	Fort Lauderdale	FORT-140	Safety Improvements: Lake Ridge Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
383	Fort Lauderdale	FORT-141	Safety Improvements: Tarpon River Mobility Master Plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
384	Oakland Park	OAKL-006	Multi-Modal Mobility Plan	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
385	Hollywood	HOLL-055	Transportation/Traffic Calming - Dist. 4	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
386	Hollywood	HOLL-057	Transportation/Traffic Calming - Dist. 6	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
387	Hollywood	HOLL-052	Transportation/Traffic Calming - Dist. 1	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
388	Hollywood	HOLL-053	Transportation/Traffic Calming - Dist. 2	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
389	Hollywood	HOLL-054	Transportation/Traffic Calming - Dist. 3	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
390	Lauderdale Lakes	LLAK-019	Citywide Bike Lanes & Pedestrian Safety Improvements Project	Bicycle Pedestrian Infrastructure	Planning	RANK	\$1,500,000	
391	Fort Lauderdale	FORT-126	Safety Improvements: Beach Traffic Management Plan Execution	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,300,000	
392	Fort Lauderdale	FORT-125	Safety Improvements: SE 17th Street Mobility plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,691,000	
393	Tamarac	TAMA-004	Sidewalk Program	Bicycle Pedestrian Infrastructure	Planning	RANK	\$3,750,000	
394	Fort Lauderdale	FORT-103	Sidewalks: Ada Sidewalk Installation & Replacement	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
395	Fort Lauderdale	FORT-102	Sidewalks: American Disability Act (ADA) Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
396	Oakland Park	OAKL-022	North Andrews Gardens Corridor Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$7,604,532	
397	Lauderdale-by-the-Sea	LSEA-019	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
398	Lauderdale-by-the-Sea	LSEA-020	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
399	Lauderdale-by-the-Sea	LSEA-021	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
400	Lauderdale-by-the-Sea	LSEA-022	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
401	Lauderdale-by-the-Sea	LSEA-023	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
402	Lauderdale-by-the-Sea	LSEA-024	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
403	Lauderdale-by-the-Sea	LSEA-033	A1A Crosswalk	Bicycle Pedestrian Infrastructure	NA	HOLD	\$400,000	
404	Margate	MARG-020	Sidewalk Additions (Various)	Bicycle Pedestrian Infrastructure	NA	SWAP	\$500,000	
405	Miramar	MIRA-059	Miramar Parkway Streetscape (SW 64 To SW 68)	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,526,870	
406	Tamarac	TAMA-020	School Zones	Bicycle Pedestrian Infrastructure	NA	HOLD	\$4,000,000	
407	Hallandale Beach	HALL-025	Community Bus Fleet Trolley Modernization	Transit	Design	RANK	\$600,000	
408	Miramar	MIRA-082	Bus Stop Improvements	Transit	Design	RANK	\$1,150,400	
409	Wilton Manors	WILT-011	Community Bus	Transit	NA	HOLD	\$0	
410	Lauderdale-by-the-Sea	LSEA-031	Transportation Service	Transit	NA	HOLD	\$200,000	
411	Cooper City	COOP-048	Bus Shelters	Transit	NA	SWAP	\$400,000	
412	Weston	WEST-186	Bus Stop Improvements	Transit	NA	SWAP	\$700,000	
413	Hallandale Beach	HALL-024	Community Bus Service	Transit	NA	SWAP	\$2,200,000	
414	Sunrise	SUNR-015	Transit And Shuttle Bus Infrastructure	Transit	NA	RANK	\$3,000,000	
415	Tamarac	TAMA-007	Bus Shelters/Crosswalks/Traffic Lights	Transit	NA	HOLD	\$5,000,000	
416	Tamarac	TAMA-022	Rapid Bus System On Sawgrass	Transit	NA	HOLD	\$15,000,000	
417	Fort Lauderdale	FORT-142	Safety Improvements: Victoria Park Master Plan Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
418	Weston	WEST-189	Glades Parkway Roadway Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,800,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
419	West Park	WPRK-011	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,500,000	
420	West Park	WPRK-012	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,500,000	
421	Weston	WEST-183	Bonaventure Local Roadways	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,857,600	
422	Fort Lauderdale	FORT-116	Safety Improvements: Neighborhood Traffic Calming - Qalert Requests	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$3,000,000	
423	Margate	MARG-001	Colonial Drive Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$40,000	
424	Fort Lauderdale	FORT-111	Safety Improvements: Andrews Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$525,000	
425	Lauderhill	LHIL-012	Roundabout Construction Program	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$1,500,000	
426	Tamarac	TAMA-005	Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Construction	RANK	\$15,000,000	
427	Fort Lauderdale	FORT-105	Sidewalks: Shade Trees	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
428	Hollywood	HOLL-039	Neighborhood Improvements - Dist. 1	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
429	Hollywood	HOLL-040	Neighborhood Improvements - Dist. 2	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
430	Hollywood	HOLL-043	Neighborhood Improvements - Dist. 5	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
431	Hollywood	HOLL-044	Neighborhood Improvements - Dist. 6	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
432	Hollywood	HOLL-041	Neighborhood Improvements - Dist. 3	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
433	Hollywood	HOLL-042	Neighborhood Improvements - Dist. 4	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
434	Fort Lauderdale	FORT-156	Safety Improvements: Annual NCIP/BCIP	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$5,000,000	
435	Lauderdale Lakes	LLAK-014	Citywide Infrastructure Improvements	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$3,000,000	
436	Pembroke Pines	PPIN-022	City Wide Streetscape	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$4,720,000	
437	Sunrise	SUNR-034	Median Improvements (Citywide)	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$5,000,000	
438	Miramar	MIRA-041	Historic Miramar Drainage Improvements - Phase IV	Resiliency Improvements	Construction	RANK	\$7,500,000	
439	Hollywood	HOLL-065	Industrial Park And Corridor Improvements	Capacity Increase, Widening	Design	RANK	\$5,000,000	
440	Miramar	MIRA-042	Historic Miramar Drainage Improvements - Phase V	Resiliency Improvements	Design	RANK	\$5,000,000	
441	Miramar	MIRA-043	Historic Miramar Drainage Improvements - Phase VI	Resiliency Improvements	Design	RANK	\$28,500,000	
442	Fort Lauderdale	FORT-193	Roadway Improvements: US 1	Capacity Increase, Widening	NA	SWAP	\$4,000,000	
443	Fort Lauderdale	FORT-054	School Zone Safety Improvements: Pine Crest Private School	Bicycle Pedestrian Infrastructure	NA	SWAP	\$150,000	
444	Coconut Creek	COCO-023	Complete Streets Crosswalks on Lyons Rd	Bicycle Pedestrian Infrastructure	NA	SWAP	\$433,000	
445	Miramar	MIRA-056	Historic Downtown Revitalization	Bicycle Pedestrian Infrastructure	NA	SWAP	\$500,000	
446	West Park	WPRK-013	Purchase of a Trolley For Community Bus Services	Transit	NA	MOVED	\$100,000	
447	Coconut Creek	COCO-005	Mainstreet Circulator	Transit	NA	HOLD	\$200,000	
448	Lauderhill	LHIL-003	Bus Transportation Vehicle Replacements	Transit	NA	SWAP	\$330,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
449	Hollywood	HOLL-062	Community Shuttle Buses	Transit	NA	MOVED	\$5,000,000	
450	Coral Springs	CORA-116	Expand Community Bus Service	Transit	NA	MOVED	\$9,000,000	
451	Sunrise	SUNR-027	Various Traffic Calming - Zone B	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
452	Sunrise	SUNR-026	Various Traffic Calming - Zone A	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$500,000	
453	Sunrise	SUNR-028	Various Traffic Calming - Zone C	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$500,000	
454	Sunrise	SUNR-029	Various Traffic Calming - Zone D	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$500,000	
455	Fort Lauderdale	FORT-119	Safety Improvements: Neighborhood Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$3,000,000	
456	Fort Lauderdale	FORT-157	Safety Improvements: SW 31 Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$45,000	
457	Lauderdale-by-the-Sea	LSEA-030	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
458	Lauderdale-by-the-Sea	LSEA-029	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
459	Lauderdale-by-the-Sea	LSEA-025	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
460	Lauderdale-by-the-Sea	LSEA-026	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
461	Lauderdale-by-the-Sea	LSEA-027	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
462	Lauderdale-by-the-Sea	LSEA-028	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
463	Lauderdale-by-the-Sea	LSEA-034	Traffic Safety Devices	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$700,000	
464	Lauderdale-by-the-Sea	LSEA-037	A1A Median Safety	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$1,000,000	
465	Fort Lauderdale	FORT-129	Safety Project: SE 17th St - US 1 To SW 4th Ave Mobility Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$2,500,000	
466	Plantation	PLAN-005	Adaptive Signal Coordination with Broward County	Signal Enhancement	NA	SWAP	\$0	
467	Hallandale Beach	HALL-013	Hallandale Beach Blvd, US 1, Pembroke Rd & A1A Adaptive Signalization	Signal Enhancement	NA	SWAP	\$780,000	
468	Plantation	PLAN-003	Adaptive Signal Coordination With Broward County	Signal Enhancement	NA	SWAP	\$1,112,750	
469	Tamarac	TAMA-016	Adaptive Traffic Control Devices And Traffic Signalization	Signal Enhancement	NA	RANK	\$15,000,000	
470	Fort Lauderdale	FORT-130	Safety Improvements: Downtown Wayfinding & Info Signage	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$280,411	
471	Fort Lauderdale	FORT-176	Street Lighting : Annual New Lighting Infrastructure	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$10,000,000	
472	Fort Lauderdale	FORT-195	Roadway Improvements: Median Beautification - Entryway Signs	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$145,349	
473	Sunrise	SUNR-007	Street & Pedestrian Lighting - Zone C	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
474	Sunrise	SUNR-008	Street & Pedestrian Lighting - Zone D	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
475	Sunrise	SUNR-005	Street & Pedestrian Lighting - Zone A	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
476	Sunrise	SUNR-006	Street & Pedestrian Lighting - Zone B	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
477	Hollywood	HOLL-063	Industrial Park And Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$5,000,000	
478	Tamarac	TAMA-011	Median And Street Landscaping	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$12,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
479	Fort Lauderdale	FORT-175	Street Lighting : Annual Lighting Retrofit Program	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$15,000,000	
480	Tamarac	TAMA-023	Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$15,000,000	
481	Weston	WEST-310	Indian Trace Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$15,000,000	
482	Lauderdale-by-the-Sea	LSEA-014	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
483	Lauderdale-by-the-Sea	LSEA-013	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
484	Lauderdale-by-the-Sea	LSEA-015	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
485	Lauderdale-by-the-Sea	LSEA-016	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
486	Lauderdale-by-the-Sea	LSEA-017	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
487	Lauderdale-by-the-Sea	LSEA-018	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
488	Lauderdale-by-the-Sea	LSEA-036	Parking Guidance	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$1,000,000	
489	Weston	WEST-309	Indian Trace Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$1,500,000	
490	Lauderhill	LHIL-006	Privacy Walls	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$1,600,000	
491	Pembroke Pines	PPIN-023	City Wide Landscaping - Medians & Swales	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$8,000,000	
492	Weston	WEST-260	Culvert Improvements	Resiliency Improvements	Design	RANK	\$2,000,000	
493	Weston	WEST-261	Culvert Improvements	Resiliency Improvements	Design	RANK	\$2,000,000	
494	Wilton Manors	WILT-010	Storm Sewer Line Infrastructure	Resiliency Improvements	Design	RANK	\$4,300,000	
495	Hollywood	HOLL-152	Environmental Resiliency - Dist. 1	Resiliency Improvements	Planning	RANK	\$1,666,667	
496	Hollywood	HOLL-154	Environmental Resiliency - Dist. 3	Resiliency Improvements	Planning	RANK	\$1,666,667	
497	Hollywood	HOLL-155	Environmental Resiliency - Dist. 4	Resiliency Improvements	Planning	RANK	\$1,666,667	
498	Hollywood	HOLL-156	Environmental Resiliency - Dist. 5	Resiliency Improvements	Planning	RANK	\$1,666,667	
499	Hollywood	HOLL-157	Environmental Resiliency - Dist. 6	Resiliency Improvements	Planning	RANK	\$1,666,667	
500	Fort Lauderdale	FORT-174	Street Lighting: High Mast Lighting System	Resiliency Improvements	NA	RANK	\$150,000	
501	Lauderdale-by-the-Sea	LSEA-008	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
502	Lauderdale-by-the-Sea	LSEA-010	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
503	Lauderdale-by-the-Sea	LSEA-011	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
504	Lauderdale-by-the-Sea	LSEA-012	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
505	Lauderdale-by-the-Sea	LSEA-007	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,900,000	
506	Pembroke Pines	PPIN-036	City Wide Signal Conversion To Mast Arms	Resiliency Improvements	NA	SWAP	\$18,450,000	
507	Fort Lauderdale	FORT-062	Fiber Optic Cables: North Shoppes District	Fiber	NA	SWAP	\$350,000	
508	Tamarac	TAMA-013	Fiber Optics	Fiber	NA	RANK	\$3,000,000	

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
509	Tamarac	TAMA-017	Fiber Optics	Fiber	NA	HOLD	\$12,000,000	
510	Wilton Manors	WILT-004	Fiber Optic Installation	Fiber	NA	RANK	\$18,000,000	



Notes:

- (1) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020) was developed by the Broward MPO Surtax Services in partnership with the municipalities in Broward County. All project information was provided by the municipalities.
- (2) All projects were provided by Broward County and were contained in the Surtax Plan approved by the voters in November 2018.
- (3) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020), consistent with the Surtax Ordinance, the Tri-Party Interlocal Agreement, and Bi-Party Interlocal Agreement, is the output of the data-driven ranking tool utilizing the evaluation criteria, point distribution, and program readiness approach established in coordination with the municipalities.
- (4) Projects with numbers that include “x” reflect multi-part projects.
- (5) As directed by Broward County, the following percentages are used to calculate the recommended phase funding since the projects in the Surtax Plan are assumed to be the total cost of the required phase(s) to complete the project:
 - Planning: 3% of the total cost of the project in the Surtax Plan.
 - Design: 12% of the total cost of the project in the Surtax Plan.
 - Construction (includes CEI): 85% of the total cost of the project in the Surtax Plan.
 - Right-of-way phase costs are project specific.
- (6) The Broward MPO Surtax Services selected the Cycle 1 (Fiscal Year 2020) funding goal of \$70 - \$80 million of the total \$120 million available (30-Year Surtax Financial Plan) since the County did not provide specific guidance. This goal was selected to allow for adequate funds for Community Shuttle Bus and Rehabilitation and Maintenance projects to be funded by the County.

RANK Projects requested by municipalities to be ranked for funding.
HOLD Projects requested by municipalities to be put on hold from funding for various reasons.
SWAP Projects requested by municipalities to be swapped out in February 2021.
YEAR 1 Projects that are recommended for funding in Fiscal Year 2020.

EXHIBIT A-1

Chart 1 and Chart 2 below list the Cycle 1 Ranked Projects that were withdrawn, deferred, or deemed ineligible and therefore not included in the FY2020 Approved Projects.

Chart 1 – Withdrawn or Deferred MCPs

The Cycle 1 Ranked Projects in the table below were withdrawn or deferred at the request of the respective Municipalities.

Ranking	Project Number	Municipality	Comments
#10	LLAK-003	Lauderdale Lakes	Withdrawn/Deferred at City's request
#18	PPRK-002	Pembroke Park	Withdrawn/Deferred at City's request
#70	POMP-011	Pompano Beach	Withdrawn/Deferred at City's request
#72	COCO-020	Coconut Creek	Withdrawn/Deferred at City's request
#79	PPIN-021	Pembroke Pines	Withdrawn/Deferred at City's request
#86	LSEA-035	Lauderdale by the Sea	Withdrawn at City's request
#92	OAKL-025/WILT-015	Oakland Park/Wilton Manor	Withdrawn/Deferred at City's request
#100	WILT-015	Wilton Manors	Removed/Combined with Oakland Park's project OAKL-025
#104	PPIN-038	Pembroke Pines	Withdrawn/Deferred at City's request
#110	TAMA-021	Tamarac	Withdrawn/Deferred at City's request

Chart 2 – Ineligible MCPs

The Cycle 1 Ranked Projects in the table below were deemed ineligible.

Ranking	Project Number	Municipality	Comments
#11	TAMA-018	Tamarac	Ineligible
#29	WILT-007.1	Wilton Manors	Ineligible
#55	COOP-035	Cooper City	Ineligible

EXHIBIT B

Municipal Surtax Project Ranking Evaluation Criteria & Points Distribution

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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 3/11/2021
SUBJECT: Utilization of Forfeiture Funds for the Purchase of Radar Units for Public Safety Purposes

Recommendation

Consideration of approval of a Resolution and Budget Amendment authorizing the use of forfeiture funds to issue a purchase order to Crimson Technology Products for the purchase of three radar units for public safety.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

Speeding is the number one complaint our police department receives. The current radar guns installed in the patrol vehicles have exceeded their life expectancy. Due to the age of the operational radar guns, there is concern for the integrity of the calibration and how much longer they will continue to be operational.

The Town of Davie piggybacks on an existing contract Crimson Technology Products has with the University of North Florida (RFB 16-08) when they purchase speed detecting units. Crimson Technology Products provided a quote for three (3) Falcon HR hand-held radar units

based on the terms, conditions, and pricing of Contract 16-08 with the University of North Florida.

Fiscal Impact/Analysis

The Town desires to purchase three (3) hand-held radar units for \$1,083 each plus \$144 for shipping, which totals \$3,363. The Town has \$7,403 available in restricted forfeiture fund Fund Balance that must be used for public safety purposes. The use and budget appropriation of these funds requires Town Council authorization as follows:

REVENUES:

001-0000-399-39900 Appropriated Restricted Fund Balance \$3,363
TOTAL REVENUES INCREASE \$3,363

EXPENDITURES:

001-3000-521-64100 Machinery & Equipment \$3,363
TOTAL EXPENDITURES INCREASE \$3,363

Staff Contact:

Emily Aceti, Community Services Manager
Martin D. Sherwood, Town Financial Administrator
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/17/2021	Resolution
Exhibit	2/16/2021	Exhibit
Exhibit - UNF Bid	2/16/2021	Exhibit
Exhibit - Notice of Award	2/16/2021	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF THREE THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS AND ZERO CENTS (\$3,363.00) TO CRIMSON TECHNOLOGY PRODUCTS FOR THE PURCHASE OF THREE (3) HAND-HELD RADAR UNITS FOR THE TOWN OF SOUTHWEST RANCHES POLICE DEPARTMENT, WHICH IS SERVICED BY THE TOWN OF DAVIE; AUTHORIZING THE USE OF FORFEITURE FUNDS AND A FISCAL YEAR 2021 BUDGET AMENDMENT FOR THIS PURCHASE; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, speeding is the number one complaint that the Town of Southwest Ranches Police Department receives; and

WHEREAS, Crimson Technology Products provided a quote for three (3) hand-held Falcon HR radar units in the amount of Three Thousand Three Hundred Sixty-Three Dollars and Zero Cents (\$3,363.00) based on the terms, conditions, and pricing of Contract 16-08 with the University of North Florida; and

WHEREAS, the Town Council desires to piggyback on this existing contract to purchase the radar units; and

WHEREAS, the Town has Seven Thousand Four Hundred Three Dollars and Zero Cents (\$7,403.00) available in the Restricted Forfeiture Fund fund balance for public safety purposes; and

WHEREAS, in accordance with State Statute, use of these funds requires Town Council authorization; and

WHEREAS, the Town Council believes the approval of this purchase order is in the best interest of the health, safety, and welfare of its residents; 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 approves a purchase order in the amount of Three Thousand Three Hundred Sixty-Three Dollars and Zero Cents (\$3,363.00) to

Crimson Technology Products for the purchase of three hand-held radar units for use by the Town of Southwest Ranches Police Department, which is serviced by the Town of Davie.

Section 3. The Town Council hereby authorizes the use of forfeiture funds and a Fiscal Year 2021 budget amendment for this purchase as follows:

REVENUES:

001-0000-399-39900 Appropriated Restricted Fund Balance	\$3,363.00
TOTAL REVENUES INCREASE	\$3,363.00

EXPENDITURES:

001-3000-521-64100 Machinery & Equipment	\$3,363.00
TOTAL EXPENDITURES INCREASE	\$3,363.00

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

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

[Signatures on Following Page]

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

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

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38082667.1

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Crimson Technology Products

1631 Rock Springs Road, Suite 353

APOPKA, FL 32712 US

(407)494-4435

finance@crimsontechnologyproducts.com

https://crimsontechnologyproducts.com

Quote**ADDRESS**

Town of Southwest Ranches
 13400 Griffin Rd
 Southwest Ranches, FL 33330
 United States

SHIP TO

Town of Southwest Ranches
 13400 Griffin Rd
 Southwest Ranches, FL 33330
 United States

QUOTE #	DATE	EXPIRATION DATE
215155	02/16/2021	05/15/2021

SALES REP

SMC

FEDERAL ID#

45-3991430

ACTIVITY	QTY	RATE	AMOUNT
Kustom Signals Products:Falcon HR Products:Falcon HR Stationary CRS 7000 Falcon HR Stationary with Corded Handle, Direction Sensing Selection and Fastest Vehicle Mode INCLUDES carrying case	3	848.00	2,544.00
Kustom Signals Products:Talon II Products:Battery handle w/ Standard Charger CRS 1623 Talon II/Falcon HR Battery Handle with Standard Charger	3	235.00	705.00
Options AVAILABLE OPTIONS:Not included in above pricing		0.00	
Kustom Signals Products:Talon II Products:Talon II Handle w Quick Charger CRS 1628 Talon II/Falcon HR Battery Handle w/ RS232 Data Port and 12 VDC Quick Charger	0	295.00	0.00
Kustom Signals Products:Talon II Products:Talon Battery Handle only Talon II / FHR Battery Handle (no charger included)	0	144.00	0.00
Kustom Signals Products:Talon II Products:Talon II Stationary CRS 1600 Talon II Stationary Only, straight corded, removable handle, No mount	0	1,145.00	0.00
Crimson Holders:Holsters:Universal Mount w/Headrest Connector Universal Laser/Radar Mount. Connects under headrest or to seat organizer.	0	75.00	0.00

SUBTOTAL 3,249.00

SHIPPING 114.00

TOTAL **\$3,363.00**

Accepted By

Accepted Date

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**UNIVERSITY OF
NORTH FLORIDA
PROCUREMENT SERVICES**

Request for Proposal 16-08

Titled

Institute of Police & Technology Management (IPTM)

Highway Safety Equipment

Please mark all sealed proposal submissions with the following information:

RFP 16-08 due
January 29, 2016 at 2 p.m.

If Vendor is not submitting a solicitation response, Vendor should respond by returning this solicitation document and marking it "NO RESPONSE".

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3.0 General Information and Instructions to Proposers 7
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Attachments:

- Company Information (Attachment A)
- Company Responsibility (Attachment B)
- End User Support (Attachment C)
- Company Administrative Support (Attachment D)
- Product Information List (Attachment E)

1.0 OVERVIEW

1.1 Statement of Work

On behalf of the University of North Florida Training and Service Institute, Inc. (UNF TSI) D/B/A Institute of Police Technology Management (IPTM), University of North Florida Procurement Services is issuing a competitive solicitation for highway safety equipment.

The Florida Law Enforcement Liaison (LEL) Program is a grant funded highway safety program housed at IPTM. The LEL Program employs a team of Law Enforcement Liaisons whose mission is to network with Florida's state, county, and municipal law enforcement agencies and gain their active and committed participation in the state and national highway safety campaigns and initiatives. The initial term of any agreement(s) resulting from this Request for Proposal (RFP) will be for five years. IPTM will have the option to renew for an additional three year term upon mutual written consent of both parties to the Agreement; renewals are not automatic. The Successful Vendor's performance is expected to begin on March 1, 2016.

The biggest of the tools that the LEL's use to gain agency participation are the four Challenge programs. What began in 2001 has expanded greatly and now includes the Florida DUI Challenge, Florida Click It or Ticket Challenge, the Florida Motor Unit Challenge, and the Florida Law Enforcement Challenge.

Although each Challenge has its own traffic safety focus area and grant funding source, they all recognize continuous participation in the state and national safety campaigns and emphasize effective local highway safety programs. Each Challenge also rewards these lifesaving efforts with traffic safety equipment for use within the agencies' ongoing traffic programs. In Federal fiscal year 2014-2015, more than \$1.6 million in highway safety equipment was given away through the four Challenge programs.

In addition to the Challenges, highway safety items are also distributed by the LEL Team to law enforcement agencies for participation in local, state and national traffic safety initiatives, regional events, and other similar efforts. In Federal fiscal year 2014-2015, approximately \$350,000 in equipment was purchased for this purpose. These traffic safety items were discretionary purchases made by the LEL Program.

This Request for Proposal (RFP) will pre-qualify vendors and selected traffic safety products which will be made available to participating and winning agencies through the four Challenge programs. Discretionary purchases may also be made from the vendors and products awarded through this RFP.

1.1.1 Challenges Overview

The unique nature of each of the Challenge programs dictate the timing of purchases and the type of traffic safety items that can be included. However, the process for the purchases are the same.

The Florida Motor Unit Challenge specifically recognizes the important role that motorcycle units play in highway safety. The Motor Unit Challenge focuses on the busy holiday periods of November and December along with the *Drunk and Drugged Driving Month* and *Buzzed Driving is Drunk Driving* campaigns. Purchases for the Florida Motor Unit Challenge reward items are conducted around the April/May time frame.

The Florida DUI Challenge is a year long program that encourages continuous high visibility enforcement of impaired driving laws and participation in regional and national campaigns including the *Drive Sober or Get Pulled Over* Labor Day Crackdown. DUI Challenge reward items are limited in scope (because of funding restrictions) and purchases are made in the April/May time frame shortly after the Florida Motor Unit Challenge purchases have been made.

The Florida Click It or Ticket Challenge promotes three safety belt waves of enforcement including the national *Click It or Ticket Memorial Day Mobilization*. These reward items are also limited in scope (because of funding restrictions) and purchases are generally made in the July/August time frame.

Finally, the Florida Law Enforcement Challenge is the biggest of them all and recognizes the most effective and most innovative traffic safety programs in Florida. Purchases for these reward items take place in July/August.

For each of the Challenges, agencies submit information regarding their public education and enforcement activities along with their effectiveness of efforts. Submissions are collected through the Florida LEL website at www.floridalel.org. Submissions are categorized and scored. First, second, and third place winners are then named for each category.

1.1.2 Reward Item Selection

An advantage to each of the Challenge programs is that the participating and winning law enforcement agencies get to choose what traffic safety items that they wish to receive. *Therefore, there is no guarantee of how many (if any) of any one item may be purchased.*

For Federal year 2015-2016, participating and winning agencies will be awarded “points” as outlined in the chart below. These levels are tentative and subject to change from year to year.

Challenge	Participating Agencies in FFY 2015	# of Categories	First place points	Second place points	Third place points	Participation points
Motor Unit Challenge	120	1	1 st – 5 th place: 10,000	6 – 10 th place: 8,000	11 th – 20 th place: 5,000	None
DUI Challenge	191	10	15,000	12,000	10,000	None
Click It or Ticket Challenge	256	10	15,000	12,000	10,000	None
Law Enforcement Challenge	214	13	15,000	12,000	10,000	1,000
	13	Champion ship Class	20,000	18,000	15,000	None

Each point awarded equates to approximately \$1.00 in value. Points can then be “spent” through an online catalog housed on the Florida LEL website mentioned above. The catalog opens for one Challenge at a time and the agencies are given a 10-day period to make their reward item selections. At the end of the selection period, that Challenge’s online catalog is closed and the selections are tallied by vendor and the purchases are then processed by IPTM. Purchase orders are issued to the vendors who fulfill the orders and ship the merchandise directly to the receiving agencies.

During Federal fiscal year 2014-2015, the following types of items and approximate amounts were purchased as a result of the selections made in the four Challenge online catalogs:

Item Category	Amount
Breath alcohol testing equipment – portable devices and accessories	\$26,064.00
Breath alcohol testing equipment – evidential devices and accessories	\$30,571.00
Electronic citation writer equipment, software, and accessories	\$0.00
In-car video systems and accessories	\$119,236.00
Officer traffic safety equipment – flashlights and holders, traffic batons, traffic vests, etc.	\$291,809.34
Police vehicle lighting and siren equipment	\$208,625.00
Police motorcycle lighting, siren, communications and protection equipment	\$138,641.00
Scene mapping equipment	\$20,354.00
Speed measurement – Radars and accessories	\$157,884.20
Speed measurement – Lasers and accessories	\$100,787.00
Speed measurement – speed trailers, display boards and stat collectors	\$107,488.00
Tint meters	\$13,242.00
Traffic control equipment – message board and arrow board trailers	\$24,600.00
Traffic control equipment - electronic flares, signs, cones, barricades, scene barriers, etc.	\$243,717.40
Traffic control lighting – light towers, stands, handheld lights, and portable generators	\$167,625.25

1.1.3 Discretionary Purchases

In addition to those items purchased through the four Challenge programs, the Law Enforcement Liaison program also purchases traffic safety equipment items for use through the program. The items are distributed to law enforcement as dictated in the approved distribution plans and generally surround safety initiative and event participation of some sort.

During Federal fiscal year 2014-2015, the following types of items and approximate amounts were purchased for this purpose:

Item Category	Amount
Breath alcohol testing equipment – portable devices and accessories	\$243,387.00
Officer traffic safety equipment – flashlights and holders, traffic batons, traffic vests, etc.	\$9,982.00
Speed measurement – Radars and accessories	\$43,605.00
Speed measurement – Lasers and accessories	\$48,400.00

1.2 Use of Agreement by Other Governmental Agencies

At the option of the Vendor, the use of any agreement resulting from this competitive solicitation may be extended to other institutions of higher learning and governmental entities including the State of Florida, it’s agencies and political subdivisions, counties, cities and any university in the State University System. Each entity using such agreement shall do so independently of IPTM and shall be solely responsible for its own purchases.

IPTM reserves the right to add and/or delete elements, or to change any elements of the coverage and participation, at any time without prior notification and without liability of any kind or amount.

2.0 DEFINITIONS

2.1 Agreement/Contract

All types of agreements entered into by IPTM, regardless of what they may be called, for the procurement of materials, services, construction or the disposal of materials. The meaning of agreement or contract is interchangeable.

2.2 Customer or Client

Unless otherwise implied by the context of the specific provision within this RFP, “Customer” means a customer or client of the Vendor other than IPTM.

2.3 May, Should

Indicates something that is not mandatory but permissible, recommended or desirable.

2.4 Must, Shall, Will

Indicates a mandatory requirement; failure to meet these mandatory requirements may result in rejection of the proposal as non-responsive.

2.5 Proposal

The entirety of the Vendor's responses to each point of the RFP, including any and all supplemental offers or information not explicitly requested within the RFP.

2.6 Request for Proposal (RFP)

A written or electronically posted solicitation for competitive proposals for commodities or contractual services designating the title, date and hour of the public opening. The Request for Proposal is used when the scope of work is not clearly defined and price is not the sole deciding factor in the evaluation of the responsive replies.

2.7 Response

Same as Proposal.

2.8 Successful Vendor

Any entity who is awarded a contract under this competitive solicitation.

2.9 University or UNF

The University of North Florida Board of Trustees is the public body corporate of the University.

2.10 Vendor

Any entity who submits a timely solicitation response to this competitive solicitation.

2.11 Vendor's Proposal

Same as Proposal.

2.12 Vendor's Response

Same as Proposal.

2.13 Website

UNF Procurement services website at <http://www.unf.edu/anf/procurement/>

2.14 IPTM

The University of North Florida Training and Service Institute d/b/a Institute of Police and Technology Management (IPTM)

3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

3.1 Original RFP Document

UNF Procurement Services shall retain the RFP and all related terms and conditions, exhibits and other attachments in original form, in an archival copy. Any modification of these in the Vendor's submission is grounds for immediate disqualification.

3.2 ~~University Demographics / Entity Status~~ (Intentionally left blank)

3.3 Calendar of Events

Unless otherwise revised by an addendum to this competitive solicitation, the dates and times by which stated actions will be taken or completed are listed below. If IPTM determines, in its sole discretion, that it is necessary to change any of these dates and times it will issue an addendum to this competitive solicitation which will be posted on the website. All times listed are Eastern Standard Time (EST).

- | | |
|-------------------|--|
| December 23, 2015 | Competitive solicitation released and posted to website. |
| January 11, 2016 | Last day for IPTM to receive communications and/or inquiries from Vendors regarding the competitive solicitation via email to authorized UNF/IPTM Representative Tamatha Thomas, tamatha.thomas@unf.edu and k.garton-ray@unf.edu . |
| January 15, 2016 | IPTM will respond to inquiries and requests for clarifications by posting an addendum on the website. |
| January 29, 2016 | Deadline to receive solicitation responses from Vendors is 2:00 p.m. with the solicitation opening immediately thereafter at UNF Hicks Hall, Suite 2950, 4892 First Coast Technology Parkway, Jacksonville, Florida, 32224. Any solicitation responses received after this date and time shall be deemed non-responsive. |

Procurement Services will post notice of changes to any of the above dates and/or times and will provide advance notice of any pre-proposal meetings and evaluation committee meetings related to this competitive solicitation by posting the information on the UNF Procurement Services website at <http://www.unf.edu/procurement/> ("the Website"). Vendor is solely responsible for checking the Website periodically in order to verify whether any changes have been made to the Calendar, or whether any additional meetings have been scheduled. IPTM reserves the sole discretion over the conduct of any meetings and the extent, if any; those attending may participate in such meetings.

3.4 ~~Pre-Proposal Conference~~ (Intentionally left blank)

3.5 ~~Pre-Proposal Site Visit~~ (Intentionally left blank)

3.6 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting, a proposal opening or presentation, contact Procurement Services at 904-620-2730 no later than three business days prior to the event.

3.7 Proposal Preparation Instructions

3.7.1 Vendor's Understanding of the RFP

In responding to this RFP, the Vendor accepts full responsibility to understand the RFP in its entirety and in detail, including making any inquires to the University as necessary to gain such understanding. Questions regarding the terms, conditions or specifications of this RFP document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on January 11, 2016.

3.7.2 IPTM Provides Information in Good Faith without Liability

All information provided by IPTM in this RFP is offered in good faith. Individual items are subject to change at any time. IPTM makes no certification that any item is without error. IPTM is not responsible or liable for use of any information or for any claims based on the information.

3.7.3 Verbal Communication

Vendors are not entitled to rely upon communications from IPTM except as provided by IPTM in writing.

3.7.4 Questions, Communications and Inquiries between IPTM and Vendors

All Vendor inquiries, questions and requests for clarification related to this RFP shall be directed, in writing, to Tamatha Thomas, tamatha.thomas@unf.edu and Kimberly Garton-Ray at k.garton-ray@unf.edu.

3.7.5 Addenda and IPTM's Response to Communications from Vendor

IPTM will make a good-faith effort to provide a written response to each question or request for clarification that requires an addendum within the time frame set forth in Section 3.3.

IPTM has no obligation to furnish addenda by any other means than posting to its Website.

IPTM will not respond to any questions/requests for clarification that require an addendum after the date identified in Section 3.3.

3.7.6 Pricing and/or Revenue Proposal

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, Vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the Vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

IPTM may presume and hold as the Vendor's offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the Vendor. IPTM may accept or reject, in part or entirely, the Vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. IPTM prohibits the changing of pricing and/or revenue proposals after the initial RFP opening date and time. Unless otherwise specifically proposed by the Vendor, IPTM reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. IPTM may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the Vendor's proposal. IPTM may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

3.7.7 Revisions to the RFP

IPTM may revise any part of this RFP for any reason by issuing addenda. IPTM will communicate additional information and addenda to this RFP by posting them on the Website.

Vendors are responsible for the information contained in such addenda. IPTM is under no obligation to communicate such addenda to Vendors other than posting to the Website. IPTM may determine whether an addendum will be considered as part of this RFP and/or as part of any contract resulting therefrom. IPTM shall reject Vendors' responses to addenda if such responses are received after the RFP opening date and time.

3.7.8 Attention to Terms and Conditions

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions, Section 4 of this RFP. Questions regarding the terms, conditions or specifications of this RFP document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on January 11, 2016 at 5 p.m.

Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected by IPTM at its sole discretion and render the vendor ineligible for evaluation or award. When there are no stated exceptions in the proposal it shall be assumed that the vendor will comply with the requirements without qualification and may not re-negotiate contract terms after the best and final offers have been submitted or during the signing of a contract agreement, if awarded.

3.7.9 Required Signature

IPTM may reject any Vendor's response if it is not fully completed and signed with legal authority where indicated.

3.7.10 Proposal Organization

Original proposal and all copies must be on 8 ½ x 11 text weight paper using binding tabs that will facilitate the distribution and evaluation of the proposals.

Response Format

- Submit one original and five copies of the Vendor's proposal in hard copy form. The original response must contain an original manual signature of the authorized person signing the proposal and one electronic copy of the proposal on CD or PC compatible disk, preferably in Word® and/or Excel®. The 'Product Information List' response shall be in Excel® as provided in Attachment E.
- The outer carton of the response must include the RFP number and title, company name and due date/time.
- The Vendor's response must include the information and required submittals described, tabbed and numbered as indicated in "Tabular/Paginated Format" shown below with all information appearing in the tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped or divided in any way.
- All information and required submittals requested must be in hardcopy and included in your written response.
- Information submitted that is not requested by IPTM may be considered to be supplemental and not subject to evaluation by the committee members.
- If there is any information or required submittals which, due to size or binding, cannot be incorporated following the proper tab, the Vendor must provide information following the numbered tab telling the evaluator where the information can be found in the response.
- Paper copies of responses must be tabbed, headed and numbered exactly as outlined in each section and the required information must be provided in the section under which it was requested by University. Responding companies may not combine or reorganize the headings and/or requests for information or indicate that the information will be included in another section.

Failure to adhere to these conditions may cause your response to be rejected without further evaluation.

Tabular / Paginated Format

Tab 1: A one to two page executive summary of the Vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the RFP and how the Vendor plans to address IPTM's requirements.

Tab 2: All required completed and signed forms indicated in 6.0 Certification and Forms (pages 34-36).

Tab 3: Contact name(s) and title(s) of the individual(s) responsible for the company's proposal during this RFP process. Please include the organizational chart beginning with your account management team through CEO of your company.

Tab 4: Corporate Governance Documents, including Vendor's W9 form and Vendor Application (both available on the UNF Procurement Services website), and Certificate of Good Standing from Vendor's state of incorporation, if other than Florida.

Tab 5: Company Profile (Attachment A)

Tab 5: Company Responsibility (Attachment B)

Tab 6: End User Support (Attachment C)

Tab 7: Company Administrative Support (Attachment D)

Tab 8: Product Information List (Attachment E)

3.7.11 Collusion Prohibited

In connection with this RFP, Vendor collusion with other Vendors or employees thereof, or with any employee of IPTM, is prohibited and may, at IPTM's option, result in Vendor disqualification and/or cancellation of award. Any attempt by the Vendor to subvert or skirt the principles of open and fair competition may result in Vendor disqualification and/or cancellation of award.

3.7.12 Conflict of Interest

In connection with this RFP, each Vendor shall ensure that no material conflict of interest exists between or among the Vendor, IPTM and any other party to this RFP. IPTM reserves the right to determine the materiality of such conflict and to decide whether or not Vendor disqualification and/or cancellation of award shall result.

3.7.13 Corrections, Changes, and Providing Information on Forms within the RFP

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink in providing information directly on pages, or copies thereof, contained within this RFP.

3.7.14 ~~Solicitation Security~~ (Intentionally left blank)

3.7.15 ~~Performance and Payment Bond~~ (Intentionally left blank)

3.7.16 Anti-Kickback

Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

3.8 Proposal Submission and Subsequent Opening

Proposals must be sealed and delivered to IPTM at the address set forth in Section 3.3 or prior to January 29, 2016 at 2:00 p.m. IPTM shall not accept proposals received by facsimile or email. IPTM shall, at the specified opening date and time, open all proposals that are otherwise in order. IPTM will allow interested parties to attend such opening for purposes of identifying which Vendors have responded. IPTM will make no immediate decision at such time and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time IPTM provides Notice of Intended Decision or (ii) 30 days after the final competitive

sealed proposals are all opened, whichever occurs earlier, at which time Vendor proposals become public record as set forth in §119, Fla. Stat. When multiple solicitations have been scheduled to open at the same date and time, IPTM will open solicitations that have interested individuals present in sequential order by solicitation number. IPTM will hold unopened any proposals received after the opening date and time and will not consider such proposals. IPTM reserves the right to retain or dispose of such unopened proposals at its discretion; however, IPTM may return such proposals to their Vendors at such Vendor's request and at no cost or expense whatsoever to IPTM.

If only one proposal is received, Procurement Services may delay the opening in order to determine why other Vendors did not respond and to encourage other Vendors to respond.

Each proposal package submitted must clearly show the RFP number and title, proposer's company name and opening date and time on the outside. Each proposer is fully responsible for ensuring that its proposal is timely received and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method whether by US Mail, public carrier or otherwise.

More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one proposal for the same work will be cause for rejection of all proposals in which such offerers are believed to be involved.

3.9 Proposal Costs

IPTM is not liable in any manner or to any extent for any cost or expense incurred by any Vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the Vendor or indirectly through the Vendor's agents, employees, assigns or others, whether related or not, to the Vendor.

3.10 Faxes or Emails Not Accepted; Sealed Proposals Required

IPTM shall NOT accept proposals received by fax or email or proposals NOT contained in sealed envelope(s) or other sealed packaging.

3.11 Number of Proposal Copies to be submitted

Vendors are to submit one original and five copies. One additional copy of the initial response on CD or PC compatible disk, preferably in Word and/or Excel, is also required.

3.12 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound. When submitting a proposal, Vendors shall ensure that proposals are clearly marked; for example, as "Original of RFP 16-08", "Copy One of RFP 16-08".

3.13 Marking of Envelopes

Vendors shall ensure that the sealed submittal envelope(s) or package clearly and conspicuously displays the following identifying information in addition to any other information otherwise required for transmittal:

3.14 Withdrawal of RFP

Vendors may withdraw their proposals any time prior to the RFP opening date. Vendors may request to withdraw their proposals after the RFP opening date and time prior to selection and Notice of Intended Decision. IPTM shall have sole authority to grant or deny such a request. In the event IPTM grants such a request, it may withhold issuing future RFP's to such Vendors.

3.15 IPTM's Right to Use Vendor's Ideas/Proprietary Information

If the Vendor needs to submit proprietary information with the proposal, the Vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Selection or rejection of the proposal shall not affect IPTM's right of use; provided, however, that IPTM will, in good faith and to the extent allowed by law, honor the confidentiality of any Vendor information that is clearly designated and conspicuously labeled as proprietary. Vendor information labeled proprietary shall be maintained as confidential subject to limitations in Florida and Federal law, including the Florida Public Records law and the order of any court of competent jurisdiction. Pricing information cannot be considered proprietary. IPTM shall not be liable in any manner, or in any amount, for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. IPTM shall likewise not be liable if it did not know, or could not have reasonably known, that such information was proprietary.

3.16 Evaluation Process and Award

3.16.1 Contractual Intent/Right to Terminate and Recommence RFP Process

IPTM intends to contract with one or more Vendors whose proposal(s) are considered to be in the best interests of IPTM. However, IPTM may terminate this RFP process at any time up to Notice of Intended Decision, without prior notice, and without liability of any kind or amount. Further, IPTM reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

3.16.2 Effective Period of Proposals

Under this RFP, IPTM shall hold that Vendors' responses to this RFP shall remain in effect for a period of 90 days following the opening date in order to allow time for evaluation, approval and award of the contract. Any Vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to IPTM along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

3.16.3 Errors and Omissions in Vendor's Proposals

IPTM may accept or reject any Vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions or other problematic information. IPTM may decide upon the materiality of such errors, omissions or other problematic information.

3.16.4 Determination of, and Information Concerning, Vendor's Qualifications

IPTM reserves the right to determine whether a Vendor has the ability, capacity and resources necessary to fully perform any contract resulting from this RFP. IPTM may request from Vendors

information it deems necessary to evaluate such Vendors' qualifications and capacities to deliver the products and/or services sought hereunder. IPTM may reject any Vendor's proposal for which such information has been requested but which the Vendor has not provided. Such information may include, but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance and other similar controls and policies
- Resumes of key executives, officers and other personnel pertinent to the requirements of the RFP
- Customer / Client references
- Disclosure of complaints or pending actions, legal or otherwise, against the Vendor.

3.16.5 Apparently Conflicting Information Obtained by Vendor

IPTM is under no obligation whatsoever to honor or observe any information that may conflict, or appear to conflict, with any provision herein, regardless of whether such information be obtained from any office, agent or employee of IPTM. Such information shall not affect the Vendor's risks or obligations under an agreement resulting from this RFP.

3.16.6 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions

Any Vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted, in writing, by IPTM and thereafter incorporated into any contract resulting from this RFP.

3.16.7 Method of Award

The evaluation of each response to this RFP will be based on its overall competence, compliance, format and organization. The Award shall be made to the responsible Vendor whose proposal is determined to be the most advantageous to IPTM taking into consideration the evaluation criteria listed below. IPTM reserves the right to negotiate the pricing component of the evaluation criteria after the highest ranked proposer has been determined. If a successful conclusion cannot be reached with the highest ranked proposer, the negotiations with the highest ranked proposer will be terminated and the IPTM may enter into negotiations with the next highest ranked proposer, and so on until a successful conclusion to the negotiations is reached.

Evaluation Criteria

- Responsiveness (10 points)
- Responsibility (20 points)
- End User Support (25 points)
- Administrative Support (25 points)
- Product Information List Pricing (20 points)

Points will be awarded by each individual committee member ranking proposal responses on a scale from one to the maximum allowable points for that category.

3.16.8 Selection and Additional Information

Although IPTM reserves the right to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive Vendor(s) without further discussion or prior notice. IPTM presumes that any proposal is a best-and-final offer.

3.16.9 ~~Pre-Award Presentations~~ (Intentionally left blank)

3.16.10 Protests

Any vendor / interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision or intended decision shall file a protest in compliance with University of North Florida regulations. Failure to file a protest in accordance with University of North Florida Regulation 13.0020R or failure to post the bond or other security as required in UNF Regulations 13.0020R and 13.0030R shall constitute a waiver of protest proceedings.

3.16.11 Vendor's Need to Use Proprietary Rights of IPTM

All information proprietary to IPTM and disclosed by IPTM to any Vendor shall be held in confidence by the Vendor and shall be used only for purposes of the Vendor's performance under any contract resulting from this RFP.

3.16.12 Open Meetings Requirements/Public Records

Pursuant to §286.0113, Fla. Stat., evaluation committee meetings are not open to proposers or other members of the public at which a vendor makes an oral presentation or at which a vendor answers questions.

A complete recording (i.e. audio recording or transcript) must be made of these closed meetings. These recordings are exempt from disclosure under the public records law until Procurement Services posts Notice of Intended Decision or until 30 days after sealed replies are all opened, whichever occurs first. If all sealed replies are rejected, the recordings remain exempt until Procurement Services posts a Notice of a Decision concerning the reissued RFP or until Procurement Services withdraws the reissued RFP. The exemption period cannot exceed 12 months after the initial Procurement Services notice rejecting all replies.

3.16.13 ~~Preference for Florida Based Vendors for Purchases of Personal Property~~ (Intentionally left blank)

4.0 AGREEMENT TERMS AND CONDITIONS

The following are the terms and conditions that will become part of any Agreement consummated between IPTM and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement, Best and Final Offer, Addenda to RFP, Request for Proposal.

4.1 Actions of Successful Vendor

IPTM is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of IPTM.

4.2 Advertising; Use of University and/or IPTM Marks

The Successful Vendor shall not advertise or publish information concerning the Agreement including, without limitation, advertising that the University of North Florida and/or IPTM is a customer or client of Successful Vendor and shall not utilize University or IPTM marks without prior written consent of University or IPTM.

4.3 Certification

By signature on the "Proposal Certification" form included under Section 6.0, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of IPTM has, or whose relative has, a substantial interest in any Agreement subsequent to this RFP. Vendor also certifies their status with regard to debarment or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to IPTM only those services and/or materials as stated in and allowed for under resulting Agreement(s).

4.4 Conflict of Interest

The award hereunder is subject to the provisions of §112, Fla. Stat. Vendors must disclose with the proposal the name of any officer, director or agent of Vendor who is, or whose spouse or child is, an employee of University/IPTM. Further, all Vendors must disclose the name of any University/IPTM employee who owns, directly or indirectly, an interest of 5 percent or more in the Vendor's firm or any of its branches.

4.5 Drug Free Workplace

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity covered by the Agreement. IPTM reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision substantially the same as this statement in any and all subcontracts permitted for the performance of the work.

4.6 Non-Discrimination Equal Opportunity and Diversity Statement

IPTM is committed to providing an inclusive and welcoming environment for all who interact in our community. To accomplish this intent, IPTM conforms to both the spirit and the letter of all laws and regulations that prohibit discrimination and harassment on the basis of genetic information, race, color, religion, age, sex, disability, gender identity/expression, sexual orientation, marital status, national origin or veteran status in any program, service or activity it offers. Similarly, IPTM will not commit or permit retaliation. The contracting party will adhere to such provisions and provide to IPTM, upon request, evidence of compliance federal and state law and University provisions. A failure to so adhere or to provide such evidence shall constitute a material default under the agreement.

4.7 Federal, State and Local Taxes, Licenses and Permits

The Successful Vendor is solely responsible for complying with all laws, ordinances and regulations on taxes, licenses and permits as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that it is duly licensed by any regulatory body governing its performance during the term of this Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by IPTM. Successful Vendor shall, at no expense to IPTM, procure and keep in force during the entire period of the Agreement all such permits and licenses.

4.8 Inspection; Audit; Document Retention

The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. IPTM and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to inspect such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor's business operations. The Vendor agrees to retain any documents relevant to the Agreement for a period of at least three years after the final payment or termination of the Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor's invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to the Agreement.

4.9 Liens

The Successful Vendor shall keep IPTM free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

4.10 Modifications

The Agreement can be modified or rescinded only by a writing signed by both parties and their duly authorized agents.

4.11 Affirmative Action

IPTM of North Florida and its vendors, contractors and subcontractors shall abide by the requirements of 41 CFR 60–300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

IPTM of North Florida and its vendors, contractors and subcontractors shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

4.12 Ownership of Documents

All drawings, maps, sketches, documents, records, programs, database, reports and other data developed or purchased under this Agreement, for or at IPTM's expense, shall be and remains IPTM's property without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the

Agreement. All materials and products produced shall be provided to IPTM upon expiration of this Agreement.

4.13 Sales and Use Tax

The Successful Vendor agrees to comply, and to require all of his subcontractors to comply, with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless IPTM from any and all claims and demands made against it by virtue of the failure of the Successful Vendor, or any subcontractors, to comply with the provisions of any and all said laws. IPTM is exempt from state sales, excise and use taxes.

4.14 Sexual Harassment

Federal law and the regulations and/or policies of the University of North Florida prohibit sexual harassment of University/IPTM employees or students or other persons on the University campus. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University/IPTM employees, or a hostile or offensive academic environment for University students. University/IPTM Vendors, subcontractors and suppliers are required to exercise control over their employees so as to prevent acts of sexual harassment of University/IPTM employees and students. The employer of any person who University/IPTM, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to remain off University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. Successful Vendor shall protect and indemnify the University of North Florida, its officers and agents, and IPTM to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any actual or alleged sexual harassment by Successful Vendor, its subcontractors, suppliers, their employees and agents.

4.15 Small Business

The University/IPTM is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses, in the provision of goods and services.

Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses.

4.16 Smoking Policy

Effective August 01, 2015, the University of North Florida is designated Smoke -Free. The act of smoking is prohibited on University controlled properties.

- This regulation applies to all members of IPTM community which includes faculty, staff, students, volunteers, contractors and visitors.
- The use of smoke-free electronic cigarettes is permitted outdoors only.
- The sale of smoking products is prohibited.
- The free distribution of smoking products is prohibited.
- Smoking related advertising or sponsorship is prohibited.

For the complete regulation, see http://www.unf.edu/president/policies_regulations/01-General/1_0140R.aspx

4.17 Sustainability Preferences

IPTM's procurement directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in recycled products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare, and the conservation of energy and natural resources, to use and promote environmentally responsible products as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

4.18 Assignment Delegation

No right or interest in the Agreement shall be assigned, or delegation of any obligation made by Successful Vendor, without IPTM's written consent. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.19 Assignment of Anti-Trust Overcharge Claims

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser. Therefore, the Successful Vendor hereby assigns to IPTM any and all claims for such overcharges.

4.20 Force Majeure

Neither IPTM nor Successful Vendor shall be responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

4.21 Furnish and Install

The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to IPTM. All transportation and coordination arrangements will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

4.22 Indemnification/Hold Harmless

The Successful Vendor shall indemnify, defend, and hold harmless the University of North Florida Training and Service Institute D/B/A Institute of Police and Technology Management, the University of North Florida Board of Trustees, the Florida Board of Governors and the State of their officers, agents, and employees, ("Indemnified Parties") from and against any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought, or made against or incurred, on account of loss of or damage to, any property or for injuries to, or death, of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, breach of contract, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of IPTM or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

IPTM does not indemnify or hold the Vendor harmless from loss, damage, injury or otherwise that Vendor suffers arising in connection with the Agreement. IPTM does not agree to enlarge the scope of the waiver of sovereign immunity provided in §768.28, Fla. Stat.

4.23 ~~Insurance Requirements~~ (Intentionally left blank)

4.24 Protection of Property

The Successful Vendor shall at all times guard against damage or loss to the property of IPTM, or of others or Vendors, and shall be held responsible for replacing or repairing any such loss or damage. IPTM may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents.

4.25 Labor Disputes

Successful Vendor shall give prompt notice to IPTM of any actual or potential labor dispute which delays or may delay performance of the Agreement.

4.26 Compliance with Laws, University Regulations and Policies

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances and regulations affecting the rights of their employees and shall protect and indemnify IPTM, its officers and agents to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any violation thereof.

The Successful Vendor's employees, and any other persons in or about the University's premises at the instance or request of Successful Vendor, shall conform to all regulations and policies established by the University to govern the general conduct of persons in or about the University's premises. University Regulations and Policies are available on the University's website at www.unf.edu.

4.27 No Replacement of Defective Tender

Every tender of goods must fully comply with all provisions of the Agreement as to the time of delivery, quantity and the like. A tender that does not fully conform shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

4.28 No Waiver of Right by IPTM

No waiver by IPTM of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar IPTM's right to insist on strict performance of the provisions of the Agreement.

4.29 Parking

The Successful Vendor shall obtain all parking permits and/or decals that may be required when conducting business on University premises. The Successful Vendor should visit <http://www.unf.edu/parking> for additional information.

4.30 Payment Terms

IPTM's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. IPTM shall mail the Successful Vendor's payment within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of the goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to mail payment within 40 days

shall result in the IPTM paying interest at the rate established pursuant to §55.03(1), Fla. Stat. These provisions apply only to any undisputed amounts for which payment has been authorized.

4.31 Prior Course of Dealings

No trade usage, prior course of dealings or course of performance under other agreements shall be a part of any agreement resulting from this RFP; nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting Agreement.

4.32 Public Entity Crime

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs or leases, and may not be awarded or perform work as a Vendor, supplier, subcontractor or consultant for IPTM for a period of 36 months from the date of being placed on the convicted list. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person, who is active in its management and who has been convicted of a public entity crime (UNF Regulation 13.0010R(II)(4)).

4.33 Records

All proposal information submitted and opened becomes subject to the Public Law set forth in §119, Fla. Stat. The Agreement may be unilaterally canceled for refusal by Vendor to allow public access to all documents, papers, letters or other materials subject to the provisions of §119, Fla. Stat. and made or received by the Vendor in conjunction with the Agreement.

4.34 Referencing of Orders

For each order issued against an Agreement resulting hereunder, IPTM intends to reference this RFP for pricing, terms and conditions, delivery location and other particulars. However, in the event IPTM fails to do so, IPTM's right to such terms and conditions and particulars shall not be affected and no liability of any kind or amount shall accrue to IPTM.

4.35 Remedies and Applicable Law

The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida and the regulations of the Florida Board of Governors and IPTM. IPTM and Successful Vendor shall have all remedies afforded each by said law. The venue of any action or litigation commenced to enforce the Agreement is Duval County, Florida.

4.36 Right of Inspection

University has the right to inspect the goods at delivery before accepting them.

4.37 Right of Offset

IPTM shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by IPTM or damages assessed by IPTM concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement or any other debt owing IPTM including expenses, costs and damages described in the termination provisions contained herein.

4.38 Shipment under Reservation Prohibited

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

4.39 ~~Specifications: Brand Name or Acceptable Alternate~~ (Intentionally left blank)

4.40 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address, (b) consignee's name, address and purchase order number; (c) container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

4.41 Termination

4.41.1 Convenience

IPTM reserves the right to terminate the Agreement, in whole or part, at any time when in the best interests of IPTM without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to IPTM. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to IPTM. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against IPTM in the event of termination under this provision. Successful Vendor acknowledges and agrees that receipt of just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination by University for convenience constitutes fair and adequate consideration and mutuality of obligation to support the Agreement.

4.41.2 Default

IPTM reserves the right to terminate the Agreement, in whole or in part, due to (a) the failure of the Successful Vendor to comply with any term or condition of the Agreement including, without limitation, any breach of a warranty or representation or (b) the failure of the Successful Vendor to make reasonably satisfactory progress in performing the Agreement. IPTM shall provide written notice of the termination stating grounds for the termination to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of, and be delivered to, IPTM on demand. IPTM may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to IPTM for any excess costs incurred by IPTM in re-procuring the materials or services, together with reasonable attorney's fees and costs associated with the collection of such excess costs.

4.41.3 Gratuities

IPTM may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by IPTM that gratuities in the form of entertainment, gifts, loans, rewards, promises of future employment, favors or services were offered, or given, by the Successful Vendor or any agent or representative of the Successful Vendor, to any officer or employee of IPTM with a view toward securing favorable treatment with respect to the awarding or amending or the making

of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by IPTM pursuant to this provision, IPTM shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

4.41.4 Insolvency

IPTM shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within 30 days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

4.41.5 Legislative Appropriation

As the items to be purchased through this RFP will be purchased under highway safety grants from the Florida Department of Transportation State Safety Office, any purchases or contract renewals are subject to funding availability. All grants are based on the Federal fiscal year cycle of October 1 to September 30. There is no guarantee how much funding will become available, or if the grants will be renewed at University/IPTM.

4.41.6 Stop Work Order

IPTM may at any time, by written order to the Successful Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of 90 days after the order is delivered to the Successful Vendor and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. IPTM shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

4.41.7 Suspension or Debarment

IPTM may by written notice to the Successful Vendor, immediately terminate the Agreement if IPTM determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity including, but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

4.41.8 Continuation of Performance through Termination

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination as directed in the termination notice.

4.42 Title Risk of Loss

The title and risk of loss of the goods shall not pass to IPTM until IPTM actually receives the goods at the point, or points, of delivery.

4.43 Representations and Warranties

In addition to any implied warranties, Successful Vendor represents and warrants:

- The goods furnished will conform to the specifications, drawings and descriptions listed herein and to the sample, or samples, furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

- All personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- All information and documentation supplied by Vendor to IPTM in the solicitation in true and correct and Vendor has not failed to disclose any matter which, if known to IPTM, would disqualify Vendor from participation in the RFP.

4.44 No Limitation of Liability; Mutuality of Remedies

IPTM does not consent to any limitation of the liability of the Successful Vendor for injury, loss or damage arising in connection with the Agreement, any breach of the Agreement or any breach of any representation or warranty by Successful Vendor. IPTM does not consent to limitations on the amount of money damages or to limitations on its right to recovery special, incidental, indirect, consequential or exemplary damages when proven. Nothing in the Agreement shall be construed to deny to Successful Vendor or IPTM any remedy available to either under the laws of the State of Florida.

4.45 Governing Law

The Agreement shall be construed in accordance with and governed by the substantive laws of the State of Florida without regard to conflict of laws principles.

4.46 Confidentiality

The University is governed by the Florida Public Records Law, §119, Fla. Stat. The Florida Public Records law imposes restrictions on the University/IPTM's ability to maintain the confidentiality of agreements and other data not constituting trade secrets. University/IPTM shall have no liability for the release of the Agreement, related documents, correspondence or other materials to a third party if the University/IPTM, in its reasonable discretion, determines that such release is required by the Florida Public Records Law provided, however, that as to any materials identified as confidential in the Agreement, the University/IPTM will endeavor to provide Vendor five days advance written notice of its intended release of such materials.

4.47 Independent Contractor

Vendor is an independent contractor and not an agent, employee, partner, joint venture or representative of IPTM and neither Vendor nor any of its employees, officers or agents shall hold themselves out as such. Neither Vendor nor IPTM has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other, unless Vendor and IPTM expressly agree otherwise in a writing signed by both parties. Vendor or, as applicable, the parties with whom Vendor contracts shall bear and be solely responsible for (i) paying all wages (including overtime pay), benefits and other compensation to which their employees may be entitled to receive in connection with performing the Agreement and (ii) withholding, reporting and paying all applicable payroll taxes and contributions, including without limitation federal, state and local income taxes, social security taxes, employment and unemployment compensation taxes, Medicare and workers' compensation. IPTM shall not withhold any taxes in connection with the compensation paid to Vendor in relation to their performance of the Agreement. Such payments shall be the sole responsibility of Vendor or, as applicable, the parties with whom Vendor contracts and Vendor agrees to file all required forms and make all required payments appropriate to each employee's tax status when and as they become due. Vendor or, as applicable, the parties with whom Vendor contracts shall bear the cost of, and be solely responsible for, obtaining and maintaining all necessary insurance coverage and benefits for each employee including, without limitation, workers' compensation, health, disability,

general liability and other insurance and benefits to which such employees may be entitled. Vendor or, as applicable, the third parties with whom Vendor contracts are solely responsible for payments related to any retirement benefits or other welfare or pension benefits to which its employees are entitled. None of the employees are entitled to neither participate in any of the benefits provided to University employees (including additional pay or time off for University holidays or vacations) nor in any employee benefit plans, arrangements or distributions of IPTM. Vendor shall be responsible for providing Vendor's own insurance coverage to protect Vendor from any claims made against Vendor by employees, including those that may arise from the goods or services rendered pursuant to the Agreement.

4.48 Dispute Resolution

Absent a separate written agreement so providing, IPTM does not consent to binding arbitration or binding mediation of disputes arising pursuant to, or in connection with, the Agreement. Disputes involving monetary claims of \$200,000 or less may, at the sole option of the University/IPTM, be conducted pursuant to the Administrative Procedures Act, §120 Fla. Stat. All other disputes shall be adjudicated by the state courts of Florida.

4.49 Incorporation of Sections of RFP

The substantive provisions of Section 1 (Statement of Work) and Section 3 (General Information and Instructions to Proposers) of this RFP, to the extent not fully performed prior to the Agreement, are incorporated and made a part of the Agreement.

4.50 ~~Travel Expenses~~ (Intentionally left blank)

4.51 Employment of Undocumented Workers

Vendor shall comply with any applicable law prohibiting the employment of undocumented aliens.

4.52 Survival

The obligations under this Agreement which, by their nature, would continue beyond the expiration of the term of this Agreement shall survive termination, expiration or cancellation of this Agreement.

4.53 Severability

If any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of the Agreement.

4.54 Headings; Counterparts, Photocopies

The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement. This Agreement may be executed in one or more counterparts all of which, when taken together, shall be considered one and the same agreement. A photocopy of a fully executed counterpart of this Agreement is competent evidence of an original hereof.

5.0 Requirements and Specifications

5.1 Term of Agreement

The term of this Agreement will be for an initial period of five years, 03 /01/16 to 03/ 01/21, with an option to renew based on satisfactory performance and the written approval of both parties for up to three additional one year periods.

5.2 RFP Requirements and Specifications

As stated before, this RFP will pre-qualify vendors and their selected traffic safety products which will be made available to participating and winning agencies through the four Challenge programs. It will also be used as a basis for discretionary purchases made by IPTM in support of the Law Enforcement Liaison Program.

Listed below are the requirements and provisions that must be met by vendors and the products that they propose.

5.2.1 Vendor Selection

For a vendor to be selected as a result of this RFP, at a minimum, the vendor must meet the following criteria:

- The vendor, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the vendor is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. The authorization shall be included in the vendor's proposal. Failure to comply with this requirement may result in Bid rejection.
- IPTM will accept proposals that include third party involvement only if the vendor submitting the proposal agrees to take complete responsibility for all actions of the Subcontractors. Vendor must state whether Subcontractors are/are not being used.
- If applicable, vendor shall identify all Subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, email, and federal tax identification number. IPTM reserves the right to approve or reject any and all Subcontractors that vendor proposes.
- References may be used to evaluate the vendor's history of performance and may be an award consideration. Vendor shall furnish minimum of three (3) references from different entities for which vendor has performed or provided comparable, service, materials, supplies, or equipment similar in scope (i.e. size, volume, type) to this RFP, including entity [name, authorized individual, telephone, email, and facsimile]. Vendor shall complete the references portion of the attachment B.
- IPTM will only attempt to make contact with a Bidder's provided references a maximum of three (3) times. If such contact cannot be established with any of the references provided,

then those references with which contact cannot be established may be deemed non-responsive and no further attempts will be made to contact that particular reference. References giving negative feedback towards the vendor and/or states an unwillingness to work with the vendor again, may be rejected and therefore cause the vendor to fail the responsibility requirement. IPTM reserves the right to solicit and substitute other references to determine the sufficiency of the vendor's level of responsibility.

Vendors will be evaluated in the following categories:

- Responsiveness (10 points)
- Responsibility (20 points)
- End User Support (25 points)
- Administrative Support (25 points)
- Product Information List Pricing (20 points)

Responsiveness

The quality and completeness of the proposal will be evaluated. The vendor will be rated on the documentation provided including all of the relevant information, certifications, and supporting documents outlined in this RFP.

Responsibility

The experience, capabilities, and service record of the vendor will be evaluated. Consideration may be given to, but not limited to, the following elements:

- a. The ability, capacity, and skill of the vendor to perform the contract and provide the items and/or services required;
- b. The character, integrity, reputation, judgement, experience, and efficiency of the vendor;
- c. Whether the vendor can perform the contract within the time specified;
- d. The quality of performance under previous contracts or purchase orders;
- e. Such other information as may be secured having a bearing on the decision to award the contract.

During the evaluation, IPTM reserves the right to make reasonable inquiries to determine the responsibility of any vendor. Requests may include, but are not limited to, financial statements, review of invoices, references, records of past performance, and clarification of vendor's offer.

End User Support

As the entire purpose of the four Challenge programs is to reward law enforcement for their life saving highway safety efforts, it is of vital importance that these agencies receive quality products supported by the highest level of customer service, warranty service, and related support from the selected vendors. In this category, consideration may be given to, but not limited to, the following:

- a. Customer service capabilities
- b. Warranties offered and length of warranties on the proposed items
- c. Warranty repair process
 - I. In-house or subcontracted repair services
 - II. Process and turn-around time
- d. Product training or other support offered to receiving agencies

- e. Documentation of internal processes and procedures for addressing and solving customer issues and complaints
- f. Designation of a primary and backup customer service Point of Contact (POC) who has the authority to and will be responsible for satisfactorily addressing issues or complaints regarding products purchased under this RFP.

Administrative Support

In addition to quality customer service to the receiving agencies, quality administrative support must also be delivered to IPTM. Considerations in this category include, but are not limited to:

- a. Timely and accurate acknowledgement, processing, and tracking of orders
- b. Complete and accurate invoicing (as specified herein) with all of the required supporting documentation
- c. Designation of a primary and backup administrative Point of Contact (POC) who has the authority to and will be responsible for quickly addressing order process, delivery, and invoicing issues for products purchased under this RFP.

Product Information Pricing

Only proposals that have been determined to be acceptable in each of the above categories will have costs evaluated. Proposals will be evaluated based upon the item costs proposed in comparison with list costs and the costs offered to other purchases of this magnitude. Price sheets for each category will be evaluated to verify that all information is complete and to determine the best cost to IPTM.

5.2.2 Item Selection

IPTM will select items for award under this RFP that it deems to be most suitable and appropriate for the mission and purpose of the Law Enforcement Liaison Program and its four Challenges. Prior to any final selection, all items must be approved by the Florida Department of Transportation and the National Highway Traffic Safety Administration in or to be awarded under this RFP. Items that will be selected are meant to be used by and owned/retained by Florida law enforcement.

To be considered, items must meet the following requirements:

- Except for expendable accessories, power sources (batteries), and calibration devices/substances, all items must have a minimum service life of three (3) years from the date of delivery.
- Items must have a valid and primarily traffic safety purpose absent of any messaging applied to the items.
- Items must be practical for use by law enforcement and fulfill a traffic safety role when used by law enforcement. Examples include:
 - Items that enhance law enforcement's ability or capacity to conduct highway safety and/or traffic enforcement activities.
 - Items that improve the safety of law enforcement when conducting highway safety and/or traffic enforcement activities.
 - Items that aid law enforcement in evidence collection and documentation of criminal and non-criminal traffic offenses.
 - Items that assist law enforcement in identifying and addressing high crash and high traffic violation locations.

- Items that assist in the documentation, safe control, and timely clearance of traffic crash scenes.
- Traffic control devices (cones, barricades, signage, etc.) that are designed for use on public roadways for the purposes of warning, diverting, routing, or channelizing motor vehicle traffic must meet the size, reflectivity, and other standards established by the Florida Department of Transportation for use on state highways.
- All speed measuring devices to be used in obtaining evidence of motor vehicle speeds for use in any court in the State of Florida shall be of a type approved by the Florida Department of Highway Safety and Motor Vehicles under Section 15B-2 of the Florida Administrative Code. The vendor must supply documentation of such approval for each relevant device with their proposal. Such approval must be valid at the time of the vendor’s proposal in order to be considered. Failure to comply with this requirement may result in bid rejection.
- Evidential breath alcohol testing equipment must meet the definition of an “Evidentiary Breath Test Instrument” and be approved by the Florida Department Law Enforcement under Section 11D-8 of the Florida Administrative Code. The vendor must supply documentation of such approval with their proposal. Such approval must be valid at the time of the vendor’s proposal in order to be considered. Failure to comply with this requirement may result in bid rejection.
- Items with a single unit cost of \$5,000 or greater must meet the Buy America requirements of 23 U.S.C. 313. The vendor shall include a document certifying Buy America compliance for each relevant item submitted in the vendor’s proposal. Failure to comply with this requirement may result in bid rejection.

Items that will **not** be considered include, but are not limited to, the following:

Items that have no or only a limited traffic safety use

Items commonly considered “public information and education” or “outreach” that are designed to be distributed to the public by law enforcement in support of a traffic safety issue

Personally worn recording devices and body cameras

Print items used to market a traffic safety campaign, issue, or message to the public.

Weapons, ammunition, shields, or body armor

Items that conduct or support automated traffic enforcement.

Police pursuit termination or suspect tracking items

Extended warranties or any service cost that extends beyond the end of the grant period

Installation costs

Personal mobility devices and motor vehicles

5.2.3 Quantity Limitations and Bundling

Because of the wide array of highway safety products offered by many vendors, it is necessary to limit the number of products that can be submitted in response to this RFP. Each proposal is limited to a maximum of 50 items total. Due to the unique configuration of emergency vehicle lighting, responses that primarily focus on emergency vehicle lighting are limited to a maximum of 100 total items.

It is the vendor’s choice as to which items are to be included in their proposal. In making that choice, consider the following:

- All items proposed must comply with the specifications listed in **Item Selection** above as well as those provisions that may be listed elsewhere in this RFP.

- When selecting items, consideration should be given to the Awarded Points chart listed in **Reward Items Selection** above. For example, the maximum award amount is 18,000 points currently represents approximately \$18,000 in purchasing power. Therefore, items with a total unit cost in excess of \$18,000 could not be selected. Additionally, approximately 185 agencies received participation points in the 2015 Florida Law Enforcement Challenge. For 2016, participation points awardees will receive 1,000 points; therefore, items at or under the \$1,000 level may be popular.
- Bundling of products and representing as one item is encouraged. For example, if a product needs a mounting bracket and cable to be operational, you can bundle the product, bracket, and cable together as one item instead of bidding as three separate items. You can also bundle together a group or lot of products as one item (3-pack, 6-pack, etc.). If bundling is proposed, bundles must be listed as one item number and one price. See invoicing instructions below for additional criteria.

5.2.4 Pricing

When calculating item costs, vendors should consider the following:

- Bid prices must include all cost components needed for the delivery of the items as described in this RFP. In addition, all costs associated with the item must be incorporated into the total product price and invoiced appropriately.
- IPTM cannot pay for any product or service that would be received or extend beyond the end of the grant year; therefore, extended warranty costs are not usually allowable. However, if the vendor wishes to include extended warranties as an added value and at no additional charge, that is acceptable. However, it must be clear that the item costs have not been inflated in order to conceal the extended warranty costs.
- Installation costs will not be considered. However, if a vendor wishes to offer item installation as an added value at no additional charge, that is acceptable. It must be clear that the item costs have not been inflated in order to conceal the extended warranty costs. Also, if offered, all installations conducted under this RFP must be completed by September 30 of the year of purchase.

Pricing and discount information are to be documented on the Product Information List (Attachment E).

IPTM reserves the right to make an award without further discussion; i.e., there will be no best and final offer request. Therefore, proposals should be submitted on the most favorable terms that vendor intends to offer.

Although vendors may propose a maximum number of items as described above, IPTM reserves the right not to select any or all of the proposed items for award.

As many items can have multiple qualified distributors, IPTM plans to select only one vendor to supply any single item or family of items. For that reason, the vendor's product number and description is required in addition to the manufacturer's product number and description on the Production Information List (Attachment E). IPTM does not intend to award the same item from multiple vendors.

IPTM also intends to award a category or family of items to a single vendor who offers the best value to IPTM. For example, if multiple vendors submit proposals to supply a family of related products, IPTM intends to award the entire family of products to the single vendor who offers the best value to IPTM.

IPTM reserves the right to determine the size and makeup of categories or product lines for this purpose. A “family” of products is generally considered to be items of a similar product line from the same manufacturer.

5.2.5 Purchasing, Delivery, and Invoicing

The following process will be used for reward item purchases:

Once the catalog selection period closes and the selected items are tallied by vendor, IPTM purchase orders will be created and transmitted to the vendors placing the orders. The purchase order will include information regarding each receiving agencies’ selection (relevant to that order) along with the receiving agencies’ delivery address and contact person information.

Reward items are to be shipped by the vendor directly to the receiving agencies. If special delivery arrangements are necessary (i.e. off load equipment, loading dock, etc.), it is the vendor’s responsibility to make those arrangements directly with the ordering agency(s).

After and only after the delivery has been made, Vendors are to invoice IPTM for the items and include the following information on invoices:

- **ALL ITEMS MUST BE DELIVERED TO RECEIVING AGENCIES (or IPTM as appropriate) NO LATER THAN SEPTEMBER 30th of the calendar year purchased.** Payment will not be made for anything that does not show a verified delivery by September 30th. Therefore, it is the vendor’s responsibility to ensure that all deliveries take place on time. There are **NO OPTIONS** for late deliveries or alternative delivery arrangements.
- Invoices must include tracking information or Bills of Lading showing proof of delivery and the dates of delivery. It is the vendors’ responsibility to supply dated proof of delivery for each and every item invoiced. The proof of delivery must be from an independent source other than the vendor (i.e. shipping company tracking information or signed receipt from receiving agency). If signed proof of delivery is provided, the name of the signatory and date must be legible. Note: tracking numbers of the shipment is NOT sufficient. Documentation showing the delivery was made is required.
- Invoices shall bear the purchase order number for that purchase. Consolidation of invoices into the fewest number of invoices as possible is preferred; however, do not mix purchase orders on one invoice. Separate purchase orders must be invoiced separately.
- If the purchased products bear a serial number, the serial numbers must be included on the invoice.
- Product numbers, descriptions, and cost within invoices must match those contained within the RFP award. Any lesser included items must not be costed separately on the invoice. (Example: if the RFP award is for a 5-piece bundle, then the one single 5-piece bundle item number, description and cost is to be listed on the invoice. DO NOT list each of the 5 pieces and their costs separately, even though the total matches the 5-piece bundle price).
- If manual or other special invoicing is necessary in order to meet the terms and conditions specified herein, it is the vendors’ responsibility to make those arrangements. Invoices cannot exceed the item costs or the total costs listed in the purchase orders.
- Invoices and supporting documentation can be emailed, shipped, mailed, or hand delivered to the locations listed on the purchase order documentation. Invoices and supporting documentation may also be electronically submitted by methods designated by IPTM. Faxed invoices and documentation cannot be accepted.
- All invoices and supporting documentation must be received by IPTM no later than October 5th of the calendar year purchased.

- **The vendor forfeits payment for any items that do not show verified proof of delivery by September 30th and whose invoice and supporting documentation are not received by IPTM by October 5th of the calendar year purchased.**

For discretionary purchases, IPTM is the receiving organization and all deliveries will be made to the IPTM or LEL facility location listed on the purchase order. Like Challenge reward purchases, discretionary purchases will all be made to Florida addresses. Vendors must make appropriate delivery arrangements in advance to ensure the availability of staff to receive the order on scheduled delivery dates. As IPTM staff will be actually receiving these items, proof of delivery is not required for discretionary purchase items. All other invoicing provisions and due dates apply as described above.

5.2.6 Warranties and Product Exchange

Although the items are purchased by IPTM, all warranties and rights of ownership shall lie with the receiving law enforcement agencies. The vendor agrees to honor any and all service or warranty requests from receiving agencies as if they were the purchasing organization.

Because of restrictions from the funding agency, purchases made through this RFP come with certain restrictions. With that in mind, receiving law enforcement agencies cannot swap/exchange items purchased under this contract for something different without prior written permission from IPTM or the Florida Department of Transportation. It is the vendor's responsibility to verify that prior written permission has been given before exchanging any item for a different item.

5.2.7 Miscellaneous Provisions

In addition to provisions contained herein, all purchases made through under this RFP are also governed by *Part V: Acceptance and Agreement* of the prevailing sub-grant agreement as well as 2 CFR Part 200 of the Code of Federal Regulations.

6.0 CERTIFICATION AND FORMS (Tab 2)

6.1 Certification of Proposal

Explanation: This certification attests to the Vendor’s awareness and agreement to the content of this Request for Proposal (RFP) and all accompanying terms, conditions and provisions contained herein. In addition, any documents incorporated by reference in the requests for additional language or request for revisions and any and all forms IPTM will need to fill out, prepare or submit to Vendor if awarded the contract must be included in Vendor’s solicitation response. Be advised that UNF, as a State University, must adhere to applicable laws and regulations and therefore certain terms and conditions cannot be altered.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposal 16-08 issued by the University on behalf of IPTM. The undersigned, as a duly authorized officer, hereby certifies that

(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of (90) calendar days as of the Due Date for responses to the RFP.

The undersigned further certifies that their firm (check one) ___ IS or ___ IS NOT currently debarred, suspended or proposed for debarment by any federal entity. The undersigned agrees to notify IPTM of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Name of Official: _____ Title: _____

Signature: _____ Date: _____

6.2 Conflict of Interest Certificate

Proposer must execute either Section I or Section II hereunder relative to §112.313(12), Fla. Stat. Failure to execute either section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of the IPTM requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
Name of Official (type or print)	Company Name
_____	_____
Signature	Business Address

	City, State, Zip Code

SECTION II

I hereby certify that the following named IPTM official(s) and/or employee(s) having material financial interest (in excess of 5 percent) in this company have filed Conflict of Interest Statements with Procurement Services, 1 UNF Drive, Jacksonville, FL 32224 prior to the time of proposal opening.

_____	_____	_____
Name	Title/Position	Date of Filing
_____	_____	_____
Name of Official (type or print)		Company Name
_____		_____
Signature		Business Address

		City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

IPTM requires that a public official who has a financial interest in a proposal or contract make a disclosure at the time that the proposal or contract is submitted, or at the time that the public official acquires a financial interest in the proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official: _____

Position Held: _____

Position/Relationship with Proposer: _____

6.3 Addendum Acknowledgment

I, the undersigned, acknowledge the receipt of:

Addendum # _____ through Addendum # _____

All addenda to this RFP 16-08 shall become part of your firm’s competitive solicitation response and the subsequent contract, if applicable.

IPTM has no obligation to furnish addenda by any other means than posting to its website. Failure to acknowledge addendum/addenda issued as a result of this Request for Proposal and returning this form with your response may result in disqualification of your response to this RFP.

Authorized Signature _____

Printed or Typed Name _____

Company Name _____

Date _____

6.4 Government Classifications

Check all applicable:

- | | |
|--|---|
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> American Women |
| <input type="checkbox"/> African American | <input type="checkbox"/> Women Owned |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Veteran |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Disabled |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> Service Disabled Veteran |

6.5 ~~Invoice and Payment~~ (Intentionally left blank)

**Company Responsibility
Attachment B**

1. Describe the company’s ability, capacity, and skill to perform the contract.

2. Describe the company’s ability to delivery within the time(s) specified.

3. Describe other contracts or orders of this magnitude that the company is actively working or has executed in the past three years. At a minimum, include customers, dates, quantities, turnaround time, and any other information that may be helpful in evaluating the company’s capabilities.

4. Provide a minimum of three (3) public sector or private references for which the company has delivered goods and/or services similar in scope to this RFP.

1. Agency/Company name	
Address	
Contact person	
Telephone	
E-mail	
Product(s) provided	
Approx. dollar cost	
2. Agency/Company name	
Address	
Contact person	
Telephone	
E-mail	
Product(s) provided	
Approx. dollar cost	
3. Agency/Company name	
Address	
Contact person	
Telephone	
E-mail	
Product(s) provided	
Approx. dollar cost	

**End User Support
Attachment C**

1. Explain the company’s customer service and support systems and capabilities to include:
 - customer service capabilities
 - system for addressing customer and product issues
 - warranty repair process for all items included in the company’s proposal
 - product training (if applicable)
 - other support offered to receiving agencies

2. Identify the customer service contacts who will be responsible for satisfactorily addressing customer issues or complaints for purchases under this contract.

Customer Service Contacts	
Primary	Secondary
Name:	Name:
Telephone:	Telephone:
Cell:	Cell:
FAX:	FAX:
E-mail:	E-mail

3. Identify any subcontractors who will perform services in fulfillment of the requirement under this contract. Include the company name, Federal Tax Identification Number (TIN), the nature of services to be Performed, and the dollar value or percentage of business of each proposed subcontractor.

**Product Information List
(Attachment E)**

RFP Item	Item Name/Description	Manufacturer	Product/Model #	Current manufacturer price per unit	RFP price per unit	Warranty Information (If applicable)	Vendor Authorized to sell product?
1							
2							
3							
4							
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47							
48							
49							
50							

Product/model number reflected on product info sheet must be same as will be used for invoicing for payment

Prices can be adjusted annually with a CPI increase of 2%. Total increase cannot exceed 10% for the life of the contract.

The following documents must be provided if applicable to the item proposed and must be clearly labeled with RFP Item # and name:

Statement of compliance with FDOT standards (traffic control devices)

Section 15B-2 F.A.C. approval (speed measurement devices)

Section 11D-8 F.A.C. approval (evidential breath test instrument)

Buy America compliance certification (single item cost in excess of \$5,000)



April 27, 2016

Notice of Award
RFP 16-08 Institute of Police & Technology Management (IPTM)
For Highway Safety Equipment

As a result of the Notice of Intended Decision issued April 19, 2016, the University of North Florida (UNF) did not receive any formal notices of protest as required by the UNF Regulation 13.0020R.

Therefore, please be advised that on April 27, 2016, UNF is awarding the above referenced RFP 16-08 titled "Institute of Police & Technology Management (IPTM)" to the following approved vendors:

Aervoe Industries	Applied Concepts, Inc. dba: Stalker Radar
CMI, Inc.	Crimson Technology Products, LLC
Dana Safety Supply	Digital Ally, Inc.
Drager Safety Diagnostics, Inc.	Emergency Technology, Inc. dba: Soundoff Signal
HG2 Emergency Lighting	Intoximeters, Inc.
Intuitive Control Systems, LLC	Laser Technology, Inc.
Dba: All Traffic Solutions	Morganelli & Associates, Inc.
MPH Industries, Inc.	On-Duty Depot, Inc.
PF Distribution Center, Inc.	Phantom Products, Inc.
SRN, Inc.	

Thank you for your interest in serving the needs of the University of North Florida.

Sincerely,

Kathryn Ritter, C.P.M.
Director of Procurement Services

cc: Tamatha Thomas, Senior Buyer
 Al Roop, Project Manager

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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 3/11/2021
SUBJECT: Revised Advisory Board Policy

Recommendation

Town Council consideration to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

At the December 10, 2020 Town Council Meeting, while discussing advisory board renewals, the Town Council discussed modifying how advisory board member attendance should be recorded. The proposed revision to the advisory board policy will remove the responsibility of recording excused and unexcused absences from the Board and will place that as a responsibility of Administration.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Advisory Board Policy Revised - TA Approved	2/26/2021	Resolution
Advisory Board Policy - Revised 2021	2/26/2021	Exhibit

RESOLUTION 2021 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2015-017 RELATING TO THE TOWN'S ADVISORY COMMITTEE/BOARD POLICY PERTAINING TO MEETING ATTENDANCE; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE NEW POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 1.04 of the Town Charter, the Town Council has the ability to create selected committees and boards; and

WHEREAS, in response to the Town Council's desire for standard policies for the Town's various committees and boards, on January 4, 2007, the Town Council adopted Resolution No. 2007-023, which amended the existing Town Advisory Committee/Board Policy; and

WHEREAS, on December 11, 2014 the Town Council adopted Resolution No. 2015-017 repealing and replacing Resolution No. 2007-023 by adopting a new Town Advisory/Committee Board policy; and

WHEREAS, since adoption, the Town Council has determined that it is in the best interest of the Town to modify the attendance provisions within the policy, and as such the Town Council wishes to amend the policy as outlined in Exhibit "A", which is attached hereto and incorporated herein by reference.

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 Advisory Committee/Board Policy, adopted pursuant to Resolution No. 2015-017 on December 11, 2014, is hereby amended by this Resolution.

Section 3: The Town Council hereby amends the Town Advisory Committee/Board Policy to adopt new provisions concerning committee/board member attendance, which is attached hereto, and is incorporated herein by reference, as Exhibit "A", which is attached hereto and is incorporated herein by reference.

Section 4: The Town Council authorizes its Town Administrator to take any actions necessary to implement the amended Town Advisory Committee/Board Policy.

Section 5: 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 ___ day of _____, _____, on a motion by _____ and seconded by _____.

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

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38156954.1

**Town of Southwest Ranches
Administrative Policies and Procedures**

Advisory Boards and Committees

NOTE: The following policies and procedures apply to all Committees & Boards, hereafter referred to as "BOARD." The name of "Committee" or Board" shall be chosen by the Council and holds no value or task to differentiate the two.

POLICY

- Advisory Boards and Committees are created by the Town Council and serve in an advisory capacity in designated areas of Council interest. They shall conduct research and discuss issues related to their Board's/Committee's scope, as set forth by Council and as may be amended from time to time.
- They are required to meet on a regular basis, prepare and follow an agenda, follow Robert's Rules of Order, maintain their own minutes, and to follow any additional policies and/or procedures listed below, or assigned by the Council.
- Advisory Boards and Committees shall, at a minimum, report annual findings and recommendations at a regular meeting of the Town Council for consideration.
- Members of the Board shall operate within the "Florida Sunshine Law", and in accordance with the State and County's Ethics Laws and the Town Charter as applicable, on all subject matters that are to be, are anticipated to be, or are within the scope of the BOARD that may be discussed in the future and voted on by the BOARD.*
- All BOARDS shall automatically sunset on December 31st of each calendar year after the date of creation or term extension unless approved otherwise by Resolution of the Town Council. The Town Council shall discuss the continuation or termination of all "ongoing" BOARDS at a Town Council meeting in December and pass a resolution on the same.
- This policy may be amended by Resolution of the Town Council at any time.

***NOTE:** The Town Attorney or designee shall provide an overview of the "Florida Sunshine Rules" at the first BOARD meeting, for any new BOARD members, or at the request of the Chair.

PROCEDURES

I. Creation of BOARDS

- a) If the Town Council determines a need for a specific Advisory Board or Committee, it may create such a BOARD by Resolution and majority approval of the Town Council.
- b) The Town Council shall then choose the BOARD's function/purpose, scope, name, creation & termination dates (at the Council's discretion, BOARDS may be designated as "on-going"), and, if applicable, the expected outcome of the BOARD's findings (report, recommendation, etc).
- c) The Town Clerk or designee shall send the resolution creating such BOARD to the State of Florida Commission on Ethics, and if required to the Broward County OIG, which will determine if the scope of such BOARD warrants the filing of a Form 1 Financial Disclosure, as may be amended from time to time, or any other required disclosure form.

II. Appointment of BOARD Members

- a) BOARD members are to be selected, at least thirty (30) days after the effective date of the BOARD'S creation. This time shall serve to give the public adequate time in which to learn about the upcoming BOARD and to express their desire to serve.
- b) In order to be considered for appointment, interested residents must complete an Advisory Board Application which requires general and demographic information. In addition, a Southwest Ranches Volunteer Form must be completed. Such demographic information shall be disclosed to the State, if required.
- c) Each Council Member shall appoint one (1) member to each BOARD; however, the Council may determine, at any time, the need to appoint additional members "at large" from the Town's Advisory Board Application pool. Additional members shall be appointed such that the total number of BOARD members does not exceed nine (9) and remains an odd number.
- d) Council Members may choose to change their appointment(s) at any time. If making any changes, the Council Member must first provide adequate notice to the Town Clerk. A discussion item will be placed on the agenda. The new appointment must be stated at a public meeting.
- e) Newly elected or appointed Council Members may elect to make their own appointments to the BOARDS upon election or appointment. In order to determine this, the official(s) shall be provided with a list of the current BOARD members and the appointments made by the prior Council Member, within two weeks of election or appointment.
- f) BOARD appointments should preferably be made from the Town's Advisory Board Application pool. Should there be no interested or qualified applicants, Council may solicit appointees to fill vacancies.
- g) At any given time, BOARD members may not serve on more than 2 BOARDS at the same time. Once a BOARD has been terminated or completed, members may be appointed to another BOARD.
- h) BOARD members shall be Town residents.

- i) BOARD members may NOT be members of the Town Council or Staff. However, the Town Council and/or Staff may attend or be appointed as non-voting members or liaisons in an advisory capacity.
- j) Each BOARD shall have a Council Member appointed by the Town Council as a Council Liaison and a staff member appointed as a Staff Liaison.

III. BOARD Member Positions and Duties

- a) The election of officers shall take place at the first meeting of each new term of the BOARD.
 - 1. A new BOARD will elect its officers at its first meeting and the Staff Liaison will preside over the meeting until the election is complete.
- b) The CHAIR is responsible for:
 - 1. Conducting the meeting (i.e.- keeping order, following the agenda, etc.)
 - 2. Preparing the agenda and disseminating through the Staff Liaison
- c) The VICE-CHAIR is responsible for:
 - 1. Performing the duties of the Chair in the Chair's absence. If the Chair knows ahead of time that he/she will be absent, the Chair is required to inform the Staff Liaison . In the absence of the Chair, the Chair and Staff Liaison shall determine who will create the agenda and disseminate it through the Staff Liaison to BOARD members for the Meeting.
- d) The SECRETARY is responsible for:
 - 1. The recordation and distribution of all meeting minutes. He/She will have two (2) weeks from the day of the meeting in which to type and to distribute a draft copy of the minutes to the BOARD members.
 - 2. Distributing the approved minutes to the Town Clerk and any other applicable parties within five (5) days of approval.
 - 3. Notifying the Town Clerk of the next two (2) meeting dates within three (3) days of their approval by the BOARD.
 - 4. Keeping all records in accordance with the "Public Records Laws."
- e) The TREASURER (if necessary) is responsible for:
 - 1. Maintenance of all funds allocated to the BOARD and keeping accurate records & receipts for all purchases and sales. *
 - 2. Submitting a monthly report to the BOARD and to the Town Clerk within three (3) business days of the BOARD meeting.
- f) Members of the BOARD can be assigned to fact-finding-sub-committees if necessary. As a member of a fact-finding sub-committee members may meet and discuss the fact-finding subject as determined by the committee. Members will follow all BOARD policies and procedures approved by the Town Council. Such meeting shall be noticed and subject to the Sunshine Law.
- g) The STAFF LIAISON is responsible for:
 - 1. Contacting all BOARD members to inform them of upcoming meetings, meeting changes, and what they will need to bring with them to the meeting.
 - 2. Providing technical expertise and direction to BOARDS and coordinating Town responses to BOARD inquiries.
 - 3. Providing materials necessary for the informed discussion of the items on the agenda.
 - 4. Providing the Chair and the BOARD with any changes and administrative decisions that affect the work or progress of the BOARD.

**NOTE: Only Cash may be used for BOARD expenditures, unless otherwise noted by Town Council action. A special BOARD account or BOARD credit card may be set up by Town Administrator if directed so by Town Council. Revenues, however, may be received by the BOARD in cash, check, or money order. The money received by the BOARD must be turned into the Town for deposit by the 15th of each month, minus a set amount of petty cash (amount noted by Town Council within Resolution).*

IV. BOARD Member Attendance Policy

- a) Members of the BOARD MUST contact the assigned Staff Liaison in advance if the member is going to be absent from a meeting. ~~The Board shall determine if the absence is excusable and shall formally vote on the status of the absence at its BOARD meeting.~~
- b) The Staff Liaison will contact BOARD members prior to the meeting via email and or phone messages. It is the BOARD members responsibility to respond back within 24 hours to the Staff Liaison whether they will attend the meeting or not. If the BOARD member cannot attend, they must provide a reason for the absence so that the ~~BOARD can vote on whether the absence should be excused~~ absence can be properly recorded.
- c) ~~Any member of the BOARD that has three (3) unexcused absences from meetings shall be automatically removed from the BOARD. The appointing elected official and/or Town Council will be advised once a member of the BOARD has accumulated three absences. If the absences as determined by the Town Administrator, warrant removal from the BOARD a~~ letter from the ~~Chair of the BOARD, Town Administrator or designee,~~ through the Staff Liaison, will be sent to the removed BOARD Member, the appointing elected official(s), and the Town Clerk within five (5) days of removal.
- d) Once notified by the ~~Chair~~ Town Administrator or designee, the appointing elected official(s) ~~will then be responsible for~~ may appointing a BOARD replacement within two (2) Town Council meetings or reappoint the BOARD member.
- e) Members of the BOARD who choose to no longer be a member of a BOARD are required to send a letter of resignation to be dismissed from the BOARD. The letter must be sent to the Chair of the BOARD, through the Staff Liaison, and to the Town Clerk.

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V. BOARD Meeting Schedules and Locations

- a) Meetings may begin and end at any time the BOARD has determined by majority vote; however, meetings may not extend past 9:00PM unless unanimously approved by all BOARD members present.
- b) Meetings that have been scheduled, which have not obtained quorum twenty minutes after the scheduled start time shall be cancelled. The Staff Liaison shall be excused, and the BOARD shall be dismissed. No BOARD business shall be discussed in accordance with the Sunshine Law.
- c) Per Florida Statutes all BOARD meetings, and Sub Committee meetings MUST be noticed by the Town. Therefore, BOARDS must have 'Meeting Dates' as an item on their agenda each month, unless meetings will be on a regular schedule (ex. First Wednesday of each month at 7:00 PM). It is the responsibility of the SECRETARY of the BOARD, through the Staff Liaison, to inform the Town Clerk of the next two (2) meeting dates within three (3) days of their approval by the BOARD.
- d) In order to prevent possible scheduling conflicts with other BOARDS' meetings, the CHAIR of the BOARD must make an effort to review the Town Calendar of Events and to avoid potential conflicts, if possible. The order of meeting priority shall be as follows:
 - 1. Town Council

2. Town Administration
 3. Town Boards
 4. Town Service Groups (e.g. SWRVFD, Aster Knight Parks Foundation, etc.)
 5. All Others
- e) BOARDS may NOT conflict with any Town Council Meetings, Special Meetings, or Workshops that are published on the Town's website or in the local newspaper. However, Town Council MAY schedule a Town Meeting, Special Meeting, or Workshop on the same date and time as a BOARD.
 - f) BOARDS will meet at Town Hall unless Town Hall is unavailable or a special or temporary location is needed for a meeting.
 - g) If Town Hall is unavailable or a special or temporary location is needed, the BOARD shall determine an alternate meeting location. The CHAIR is responsible for adequately notifying the Town Clerk, through the Staff Liaison, at least fifteen (15) days prior to the date of the meeting to ensure proper legal notification. The meeting location must comply with the American Disabilities Act, must allow for 'loud' speaking, and be convenient for attendees to sit, listen, and discuss.
 - h) If a meeting is to be cancelled, the determination should be made no less than twenty-four (24) hours prior to the scheduled meeting; the Chair is required to inform the assigned Staff Liaison, who will notify all BOARD members, and the Town Clerk, who will provide proper public notice. The Town Clerk shall also inform the Town Administrator of the cancellation.
 - i) Meeting location changes or cancellations must be kept to a minimum due to advertising costs, public attendance, and time constraints for posting signs. If a meeting must be moved or cancelled, the CHAIR, through the Staff Liaison, must ensure that signs are posted immediately at Town Hall on the front door. This sign must include new location address, time, or any other important notes. Directions should also be provided.
 - j) Only the Chair, Vice-Chair (in the Chair's absence only), or Town Administrator can change the meeting location or cancel a meeting.; however, if there is no quorum, the Staff Liaison shall announce that the meeting has been cancelled due to a lack of quorum.
 - k) The BOARD Chair shall be responsible for working with the Staff Liaison on making any calls, providing notices, or posting signs due to location change or cancellation.

VI. BOARD Operating Procedures

I. GENERAL GUIDELINES

Regular BOARD meetings are held according to an adopted schedule. Special meetings may be called by the Chair or Staff Liaison when needed for the transaction of business. Meetings can be held at different locations throughout the Town.

a) Sunshine Law

Florida Statute 286.011 requires that all meetings of any advisory BOARD at which official acts are to be taken be declared public meetings, open to the public at all times, and no rule or formal action shall be considered binding except as taken at or made at such meeting. Advisory BOARD members are not allowed to discuss topics that will come before, or may come before, the advisory BOARD unless the topic is discussed at a scheduled and posted advisory Board meeting.

When an advisory BOARD meeting is held, the meeting must be open to the public, reasonable notice of the meeting must be given, and minutes of the meeting must be taken. The Sunshine Law applies to any gathering, whether formal or casual, of two or more members of the same advisory BOARD to discuss some matter on which foreseeable action will be taken by the advisory BOARD. The Sunshine Law does not typically apply to discussions which concern matters that are not likely to come before the BOARD for its consideration.

A violation of the Sunshine Law may result in criminal or civil penalties to the violators and the validity of the actions taken in violation of the Sunshine Law are void.

b) Agenda

An agenda for all advisory BOARD meetings is to be prepared in advance of the meeting by the BOARD Chair and is generally available at least 48 hours before the meeting. The following are the types of advisory BOARD meetings that are scheduled:

Regular Meetings - items not specifically listed on the agenda may be discussed under "New Business", or "BOARD Member Comments."

Special Meetings - only items listed on the agenda may be discussed; action may be taken.

Workshop Meetings - only items listed on the agenda may be discussed; action may not be taken.

The proscribed format for agendas is as follows. Boards may reconfigure the elements to suit their respective needs but each of these elements must be included:



**Town of Southwest Ranches
Name of Advisory Board
Meeting Agenda**

Day of Week
Month, Day, Year
7:00 pm

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

Board Members

List Names Here

Council Liaison

List Name

Staff Liaison

- A. ROLL CALL**
- B. PLEDGE OF ALLEGIANCE**
- C. AGENDA AS FOLLOWS**
 - a. Excuse Absences**
 - b. Approval of Minutes**
- D. NEW BUSINESS**
- E. OLD BUSINESS**
- F. ITEMS FOR NEXT MEETING**
- G. BOARD MEMBER COMMENTS**
- H. STAFF COMMENTS**
- I. PUBLIC COMMENTS**
- J. 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 BOARD OR COMMITTEE 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.

c) Meeting Attendance

If an advisory BOARD member is unable to attend a meeting, s/he should notify the Staff Liaison no less than twenty-four (24) prior to the meeting, if possible. If BOARD members are unable to continue to serve due to health, business requirements, or personal reasons, a formal letter of resignation must be submitted to the BOARD Chair and Town Clerk.

Any BOARD member may be removed for any reason by the Councilmember (or that Councilmember's successor) or group who made the appointment.

A BOARD member who has three unexcused absences, is automatically dismissed. If the Councilmember who appointed that person to the BOARD feels there were extenuating circumstances for the absences and that it is in the best interest of the Town that the person be reappointed, the Councilmember may reappoint that same person to the Board to complete the unexpired term of that BOARD/BOARD member's seat. The BOARD Staff Liaison is responsible for notifying the Town Clerk's Office for placement of the vacancy on a future Town Council agenda.

d) Quorum

Business may only take place at a meeting if a quorum of the BOARD is present. A quorum is a majority of the total number of appointed BOARD members.

e) Minutes

A record of all BOARD meetings is kept by the Board Secretary. BOARD meetings may be recorded to facilitate the preparation of minutes. Minutes of all meetings are prepared and are the official record of the proceedings after review and approval by the BOARD. The approved meeting minutes shall be forwarded to the Town Clerk through the Staff Liaison. Action minutes, as shown below, shall be the format utilized by all BOARDS.

The proscribed format for minutes is as follows:



**Town of Southwest Ranches
(SAMPLE) Advisory Board
Meeting Minutes**

June 19, 2018
7:00 PM

Town Hall
13400 Griffin Road

Call to Order 7:15 PM.

Roll Call

XX, Chair - Present
XX, Vice Chair - Present
XX, Recording Secretary – Present
XX, Member – Present
XX, Member – Absent

A Quorum was established.

Also Present: Council Member, Staff Member, etc.

Pledge of Allegiance

Motion: To adopt the May 2018 meeting minutes as presented.

Result **1st** **2nd** **XX** **XX** **XX** **XX** **XX** *Passed*

Motion: To....

Result **1st** **2nd** **XX** **XX** **XX** **XX** **XX** *Passed*

Meeting Adjourned.

f) Public Meetings vs. Public Hearings

All Board meetings are open to the public (public meetings).

A public meeting is any meeting of a governmental body at which public business is discussed, decided or policy formulated and forwarded to the Town Council through the Staff Liaison.

A BOARD public hearing provides citizens the opportunity to express their position on a specific issue as mandated by either Florida Statutes or by order of the proper authority after due notice.

g) ROLE OF THE CHAIR

The Chair is the key to the proper functioning of a BOARD meeting. The Chair has the important responsibility of ensuring that the meetings operate efficiently and for maintaining the unity of the BOARD. Consequently, the election of the Chair should be viewed as an important BOARD task.

There are some general rules for an effective Chair:

1. The Chair must ensure that the meetings move along without delay but be fair and open enough to allow individuals to speak without being unfairly restricted or cut off in an arbitrary way.
2. The Chair should see that the BOARD considers the major issues and does not become sidetracked by insignificant concerns.
3. The Chair should attempt to educate the public as to the process and policies of the Town.
4. The Chair should attempt to bridge the differences that may exist among the opinions of the BOARD members in order to reach a consensus.
5. The Chair should be the last member to give his/her opinion after all others have spoken.
6. The Chair should be capable to represent the BOARD effectively to other groups.
7. The selection of a Vice-Chair is as equally important, and this person should be an effective leader, since s/he will perform the Chair's duties in his/her absence.

h) SUGGESTIONS FOR SPEAKERS

1. Names and Addresses. All speakers should state their names and addresses for the record and are asked to complete a "Sign In" sheet if provided.
2. Questions. Questions for BOARD members and staff should be directed through the Chair rather than directly at the person.



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitzkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 3/11/2021
SUBJECT: Zoning In Progress - Nurseries

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

As vacant lands become scarce in Broward County, more and more nursery operators are looking to open commercial nursery operations within the Town. Although the Town prides itself on being rural, commercial nursery operations have been popping up in the middle of residential communities, without any regard to access or minimum lot size requirements.

The commercial traffic generated by these nurseries are causing damage to the Town's rural roadway network, and creating unsafe conditions. As a result, the Town is now forced to enact guidelines to properly site commercial nursery operations in order to ensure the health, safety, and welfare of its residents.

In order to give the Town the necessary time to fully examine this matter, a zoning in progress was enacted on April 12, 2018, pursuant to Resolution No. 2018-046. A new resolution was enacted on April 11, 2019 pursuant to Resolution No. 2019-029 to provide additional time. The Town needs some additional time to allow the Comprehensive Plan Advisory Board to review the latest draft and provide comments to the Town Council for an appropriate solution, and as such the imposition of a new zoning in progress is necessary.

Fiscal Impact/Analysis

N/A

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
March 11, 2021 Regular Meeting		

Description
Zoning In Progress - Nurseries

Upload Date
4/3/2019

Type
Resolution

RESOLUTION NO. 2021- XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENACTING A ZONING IN PROGRESS, PURSUANT TO SECTION 005-240 OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE, TO FURTHER REGULATE ANY NEW COMMERCIAL NURSERY, EXPANSION OF AN EXISTING COMMERCIAL NURSERY, OR STORAGE OR GROWTH OF ANY PLANT MATERIAL IN CONTAINERS; ENACTING A ZONING IN PROGRESS FOR A PERIOD OF TIME NOT TO EXCEED SIX (6) MONTHS OR UNTIL THE TOWN'S REVISED REGULATIONS HAVE BEEN ADOPTED, WHICHEVER IS SOONER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEAREAS, as vacant lands become scarce in Broward County, more and more commercial nursery operators are looking to open commercial nursery operations within the Town; and

WHEREAS, although the Town prides itself on being rural, commercial nursery operations have been popping up in the middle of residential communities, without any regard to access or minimum lot size requirements; and

WHEREAS, the commercial traffic generated by these commercial nurseries are causing damage to the Town's rural roadway network, and creating unsafe conditions; and

WHEREAS, as a result, the Town is now forced to enact guidelines to properly site commercial nursery operations in order to ensure the health, safety, and welfare of its residents; and

WHEREAS, in order to give the Town the necessary time to fully examine this matter, a zoning in progress is necessary;

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

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

Section 2. That in furtherance of Section 005-240 of the Town’s Unified Land Development Code (“ULDC”), the Town Council hereby establishes a zoning in progress to further regulate any new commercial nursery, expansion of an existing commercial nursery, or storage or growing of any plan material in containers.

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

Section 4. This zoning in progress shall place a temporary hold on the issuance of any permit, business tax receipt, or certificate of use, for any new, or the expansion of, a commercial nursery operation in the Town for a period of time not to exceed six (6) months or until the Town’s revised regulations have been adopted, whichever is sooner.

Section 5. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

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

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

[Signatures on Following Page]

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

Ranches, Florida, this 11th day of March, 2021 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

January 28, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM meeting platform. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:06 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Waste Pro - Solid Waste Update - Rod Ley, Public Works Director

Public Works Director Ley introduced and recognized his team for their outstanding efforts. He then narrated a PowerPoint presentation updating the Town Council of the progress made between the Town and Waste Pro.

4. Public Comment

The following members of the public addressed the Town Council: Christina Brownlow, George Cailis, Jeremy Katzman and Debbie Green.

5. Board Reports

Parks, Recreation, Forestry and Natural Resources Advisory Board Chair Chris Brownlow spoke on behalf of the Board and explained the function of the Board, such as making recommendations to the Town Council regarding parks issues, amenities improvements and grant approval, what the Board is working on and when the Board meets.

George Morris, Chair of the Drainage and Infrastructure Advisory Board, spoke next. He named the newly elected board members, expressed his confidence going forward and spoke about upcoming projects.

Debbie Green, the Schools and Education Advisory Board Treasurer updated the Town Council of the projects the Board is involved in to raise funds for the Town Scholarship Fund and the need for student volunteers. After Ms. Green finished, Council Member Kuczenski pledged \$100.00 to the Town Scholarship Fund.

Jason Halberg, Chair of The Comprehensive Plan Advisory Board spoke last. He is excited by the new additions to the Board. Mr. Halberg spoke about the function of the Board and projects they will be working on. He spoke about requirements to help mitigate high density residential developments from happening within Southwest Ranches. The Board is hoping to establish criteria for all properties to set aside a certain amount of land to make room for animals, barns and

paddocks. He is very confident the Board will make progress with these issues. Mayor Breitzkreuz requested the Board make the nursery/landscape ordinance a priority.

6. Council Member Comments

Council Member Jablonski thanked State Representative Robin Bartleman for her presence. He then spoke about an issue that came to light through a Code Compliance Case that was unfamiliar to him. The Florida Legislature in 2016 decided to promote State Statute 570.85, Agri-Tourism and he feels it's extremely important to the Town to know what it is. Agri-Tourism allows property owners that maintain an Agricultural Exemption can conduct business, such as a fruit stand, and hold a rock concert at the same time on their property and charge admission to the public while enjoying the aspects of their Agricultural Exemption. Town Attorney Poliakoff explained the state statute was to make sure the farms in Northern Florida would have a secondary source of income, such as weddings and special events. However, the State of Florida didn't consider the Agricultural Properties all over Florida and some property owners found a loophole in the statute and are using it in a way that was unintended, such as parties for profit. The Town would like to get together with the Town Council and its lobbyist group to discuss potentially amending the law to close the loopholes. State Representative Bartleman stated she looks forward to working with the Town on this issue. Town Attorney Poliakoff stated the Town may end up seeking a local bill next Legislative Session, so it only impacts the Town of Southwest Ranches to which State Representative Bartleman agreed. State Representative Bartleman also stated she reached out to the Florida Commissioner of Agricultural and Consumer Services Nikki Fried and made her aware of the Town's issue regarding Agri-Tourism. State Representative Bartleman then thanked the Town for bringing the issue to her attention. Council Member Jablonski asked the Town Council for a consensus of the direction they want the Town to take. Mayor Breitzkreuz asked the Town Council for their input to drafting the local bill and they were all in support of it. Council Member Jablonski spoke about the Stormwater Grant that was obtained by the Public Works/Engineering Department. Next, he spoke about bringing the nursery/landscape ordinance back before the Town Council. Council Member Kuczenski is in support of resurrecting the ordinance and sending it back to the Comprehensive Plan Advisory Board for final review. Town Administrator Berns offered an option to provide the Comprehensive Plan Advisory Board the original nursery/landscape ordinance and the final nursery/landscape ordinance for review. Mayor Breitzkreuz would like to just provide the Comprehensive Plan Advisory Board the final edition as the starting point and go forward from there. Lastly, Council Member Jablonski spoke about fill. He is concerned that property owners are raising their property and the water collected during storms are flooding the lower properties, which creates major flooding issues. Council Member Jablonski is asking the Drainage and Advisory Board review this issue, including code violations, and revamp the whole issue. Vice Mayor Hartmann suggested the Town poll other cities to find out how they handle the fill and drainage issue. Mayor Breitzkreuz, Vice Mayor Hartmann, Council Members Allbritton and Kuczenski all agreed.

Council Member Kuczenski inquired if the Town has weekend Code Compliance Officers, which Town Administrator Berns confirmed yes. Council Member Kuczenski spoke about the nursery/landscape ordinance and returning it back to its original language to convey the intent it

was meant to. Council Member Kuczenski also spoke about the dark skies ordinance and he would like to see Code Compliance be a little more proactive in the enforcement of the ordinance. He next spoke on the speeding issue which is an important issue to the Town. He mentioned his homeowner's association spoke about speed humps on Stirling Road. Council Member Kuczenski is concerned about empty lots throughout the Town and he would like to know what kind of mechanisms are in place to notify potential buyers of properties about the 10% buildout rule. Lastly, he invited the public to tune into the Comprehensive Plan Advisory Board meeting to find out what is happening in their Town. Council Member Jablonski spoke about the dark skies ordinance. He said it usually happens to new property owners that move in and have bright landscaping lights. Code is then called in to advise the property owners to lower the temperature of their lights. He wanted to know, since the issue happens at night, what can be done? Council Member Allbritton inquired about motion detected security lights and how they can be differentiated between those and decorative lighting. The entire Town Council agreed with Council Member Kuczenski and support looking into the issue.

Council Member Allbritton congratulated all the new advisory board members and he is confident the Boards are heading in the right direction.

Vice Mayor Hartmann spoke about Debbie Green's comments regarding Country Estates HOA meetings. He stated before the pandemic the HOA Board used to meet at Grace Baptist Church, however at this time the meetings are virtual and if anyone would like to attend, please contact Debbie Green for an invite. Vice Mayor Hartmann spoke about the Town Council meeting agendas being distributed 2 weeks earlier and how he is very happy this has happened as it gives the residents extra time to review the upcoming issues. He next congratulated and thanked Public Works Director/Town Engineer Rod Ley on his new responsibilities and the update on WastePro. Vice Mayor Hartmann stated he attended his first MPO meeting and found out the Town hasn't been represented as well as it could have been. He wants to make sure the Town gets their fair share regarding grant monies and the Town's needs met. Now that he is on the Board, he will learn the ropes and advocate for the Town to the best of his ability. Vice Mayor Hartmann spoke about an illegal veterinary clinic that is being run at 5301 SW 198th Terrace. There is a 23-foot Veterinary Mobile Clinic on the property, however it is being run as an office on the property. It is not being used as a mobile clinic. It is being run five (5) days a week, 24 hours a day and it impacts the traffic flow in the neighborhood not to mention the biomedical hazards and the possible hazardous tank on the property. The property owners have an ongoing list on code violations and fines due to the residents and neighbors having complained. This operation is having substantial negative impact the resident's quality and enjoyment of their neighborhood. The Town Council offered their support and indignation about this issue. Council Member Kuczenski would like to instruct the Town Attorney to begin legal proceedings immediately. Vice Mayor Hartmann turned the floor over to Town Attorney Poliakoff for his input. Town Attorney Poliakoff stated the Town has exhausted the Code Enforcement routes and the issue is now in the court system, however due to the pandemic, there are considerable delays. The Town Council has asked for a special set hearing, which won't happen until March/April for a 15-minute meeting with the Judge, on top of that, the legal counsel for the property owner is constantly ill and keeps getting continuances from the Judge. The only legal maneuver currently at hand is an emergency

injunction. The Town has called the State of Florida on this issue and they have come down to investigate on numerous occasions, but did not find any biohazards, also, according to the State of Florida, the property owner has a license for the mobile clinic, which is all the State is requiring. Town Attorney Poliakoff also stated the zoning code allows veterinary clinics, even though the property owner doesn't have a Certificate of Use, however the Comprehensive Plan specifically prohibits veterinary clinics and since the Comprehensive Plan is stronger than the zoning code, at some point the permitted use must be removed from the zoning code. The only option is to file an Emergency Injunction to immediately shut him down, which will be filed Monday February 1, 2021 and in order to file litigation, the Town Attorney needs three (3) affirmative votes from the Town Council. Town Attorney Poliakoff also asked the Town Council for their approval to bring forward the text amendment to correct the code to remove veterinary clinics as a Permitted Use.

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO FILE AN EMERGENCY INJUNCTION AGAINST THE VETERINARY CLINIC PROPERTY OWNER AT 5301 SW 198 TERRACE TO STOP WORK IMMEDIATELY AND DRAFT A TEXT AMENDMENT IN THE ZONING CODE REMOVING STATIONARY VETERINARY CLINICS AS A PERMITTED USE.

Mayor Breitreuz spoke about proposed language he would like the Comprehensive Plan Board to review. The proposed language to be reviewed states, "If a property is being considered for rezoning and it borders different types of Zoning, such as Rural Estates (RE) and Rural Ranches (RR), the property must be zoned at the lower density classification." This will preserve the Town's open space and it provides information to developers to make an informed decision prior to purchasing the land. Mayor Breitreuz would like to Comprehensive Plan Advisory Board to see if the language is viable and then it will be brought back to the Town Council for consideration. Mayor Breitreuz thanked the Town Council for their feedback and wants to make sure the Town is going forward in the right direction. Mayor Breitreuz stated how proud he is of the Town Council and the different discussions they are having in order to protect the Town for future generations. Mayor Breitreuz spoke next about the youth council and how excited he is to see that it is coming to fruition. The Town has also gotten back the results for the current Fire Study. He says it isn't perfect yet, but he and staff will work on it until it is ready to bring forward to the public for discussion. Mayor Breitreuz thanked Assistant Town Administrator/Town Clerk Muñiz for producing the agenda books a week earlier for review. He also is very proud of the \$250,000.00 Stormwater Grant that was obtained by the Town.

7. Legal Comments

Town Attorney Poliakoff advised the public he had COVID-19 and he thanked the Town Council and the Town for all their well wishes. He advised everyone to stay safe and be cautious always. He also urged the Governor that schoolteachers are essential workers and should be vaccinated. Town Attorney Poliakoff also mentioned how impressed he was by the Strategic Planning Session that was held January 9, 2021 and thanked Anna Koldys, Vice Mayor Bob Hartmann and Assistant

Town Administrator/Town Clerk Muñiz for their efforts in making it happen. Town Attorney Poliakoff spoke about the Charter Review Committee and advised the Town Council that Town Administrator Berns will meet with them individually regarding the Charter and redistricting.

8. Administration Comments

Town Administrator Berns thanked the Town Council and staff for their participation at the Strategic Planning Session. He has received everyone's comments and will update the information and get it back to the Town Council. Town Administrator Berns spoke next about the \$250,000 Stormwater grant. He stated it was Assistant Town Administrator/Town Clerk Muñiz's contact that brought the opportunity to the Town and through the hard work of Public Works Director/Town Engineer Ley and Community Services Manager Aceti the Town was awarded the grant. Assistant Town Administrator/Town Clerk Muñiz gave a short summary of the timeline of the grant and recognized the exceptional work of Public Works Director/Town Engineer Ley and Community Services Manager Aceti.

Ordinance - 2nd Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO REPEAL THE RESIDENTIAL MEDIUM DENSITY LAND USE CATEGORY; AMENDING THE TEXT OF THE HOUSING ELEMENT TO REVISE RELATED POLICIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-5) {Approved on First Reading October 22, 2020}

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE 110, "CONCURRENCY REVIEW," SECTION 110-111, "PUBLIC SCHOOL CONCURRENCY" OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO UPDATE REQUIREMENTS FOR PUBLIC SCHOOL CONCURRENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading October 22, 2020}

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE PUBLIC SCHOOL FACILITIES AND CAPITAL IMPROVEMENT ELEMENTS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO UPDATE THE LEVEL OF SERVICE STANDARD FOR PUBLIC SCHOOL FACILITIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-6) {Approved on First Reading October 22, 2020}

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE GREENWAYS PLAN MAP AND RELATED POLICIES IN THE RECREATION AND OPEN SPACE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-7) {Approved on First Reading October 22, 2020}

The following motion was made by Council Member Jablonski, seconded by Council Member Allbritton and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2021-2025 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading November 19, 2020}

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

Ordinance - 1st Reading

14. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN ("WSFWP") AND ADOPTING IMPLEMENTING AMENDMENTS TO THE GOALS, OBJECTIVES AND POLICIES OF THE UTILITIES ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE

PLAN; AUTHORIZING TRANSMITTAL OF THE TEN-YEAR WSFWP AND RELATED COMPREHENSIVE PLAN AMENDMENTS TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-3)

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.

Resolutions

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, OPPOSING ANY EFFORTS TO MODIFY THE SHERIDAN STREET AND VOLUNTEER ROAD (SW 148TH AVENUE) INTERSECTION TO INSTALL A LEFT TURN LANE FROM EASTBOUND SHERIDAN STREET ONTO NORTHBOUND 148TH AVENUE; REQUESTING THAT A COPY OF THIS RESOLUTION BE SENT TO MAYOR GELLER, AND THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CALVIN GIORDANO AND ASSOCIATES, INC. IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE HANCOCK ROAD GUARDRAIL IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF TWO THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS AND ZERO CENTS (\$2,223.00) TO CRIMSON TECHNOLOGY PRODUCTS FOR THE PURCHASE OF A LASER UNIT FOR THE TOWN OF SOUTHWEST RANCHES POLICE DEPARTMENT; AUTHORIZING THE USE OF FORFEITURE FUNDS FOR THIS PURCHASE; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

At this point in the meeting Council Member Jablonski stated they have about 30 minutes before the Cinderella Clause takes effect, which means according to the Town Charter at 11:00 pm the Town Council must make a motion and have a unanimous vote of yes to continue the Town Council meeting past 11:00 pm.

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

MOTION: TO CONTINUE THE TOWN COUNCIL MEETING PAST THE 11:00 PM CUTOFF POINT TO COMPLETE THE REMAINING AGENDA ITEMS.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO ALAN JAY FLEET SALES IN AN AMOUNT NOT TO EXCEED THIRTY-FOUR THOUSAND NINE HUNDRED AND FOUR DOLLARS AND ZERO CENTS \$34,904.00 TO PURCHASE A NEW MULTI-PURPOSE VEHICLE FOR THE TOWN; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020/2021 BUDGET FOR MACHINERY AND EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Discussion

19. Annual Review of Charter Officials

The following motion was made by Vice Mayor Hartmann, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitkreuz voting yes.

MOTION: TO TABLE THE DISCUSSION TO THE FEBRUARY 11, 2021 TOWN COUNCIL MEETING.

20. Approval of Minutes

- a. August 27, 2020 Regular Meeting**
- b. September 24, 2020 Regular Meeting**

The following motion was made by Vice Mayor Hartmann, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting Yes.

MOTION: TO APPROVE THE MINUTES.

21. Adjournment

Meeting was adjourned at 10:57 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of March 11, 2021

Steve Breitzkreuz, Mayor

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