



Southwest Ranches Town Council

REGULAR MEETING Agenda of April 8, 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. **Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
4. **Board Reports**
5. **Council Member Comments**
6. **Legal Comments**
7. **Administration Comments**

Resolutions

8. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH IMECO, INC. IN THE AMOUNT OF FIVE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$543,930.00) FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FUNDED GREEN MEADOWS 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.**
9. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF**

SOUTHWEST RANCHES, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE UNWARRANTED OR OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE POWERS; DIRECTING A COPY OF THIS RESOLUTION TO BE TRANSMITTED TO MEMBERS OF THE FLORIDA LEGISLATURE, THE FLORIDA LEAGUE OF CITIES, AND ANY OTHER INTERESTED PARTIES.; AND PROVIDING FOR AN EFFECTIVE DATE.

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE ONE HUNDRED TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$124,000.00) OF SURTAX FUNDING TO COMPLETE THE SW 50 STREET AND SW 182 TERRACE DRAINAGE IMPROVEMENTS (SWRA-032); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020-2021 TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

Discussion

- 11. Comprehensive Plan Board Discussion**
- 12. Approval of Minutes**
 - a. March 11, 2021 Workshop**
 - b. March 11, 2021 Regular Meeting**
- 13. Appointments**
 - a. Broward League of Cities - Appointment of Board Director, Alternate and Second Alternate**
- 14. Adjournment**

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



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

Town Council
 Steve Breitreuz, *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 Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Public Works Director
DATE: 4/8/2021
SUBJECT: Approving Agreement with Imeco, Inc. for the Florida Department of Environmental Protection Funded Green Meadows Drainage 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 \$500,000 grant from the Florida Department of Environmental Protection with an estimated \$100,000 match for Green Meadows Drainage Improvements. As per the agreement with FDEP adopted by Resolution 2018-065 the improvements must be completed before December 30, 2021.

On February 10, 2021, the Town advertised IFB 21-002 Green Meadows Drainage. On March 12, 2021, the Town received the following responses, listed by lowest to highest base bid:

Contractor	Base Bid	Add Alternative	Total
Imeco, Inc.	\$ 543,930.00	\$ 386,924.00	\$ 930,854.00
RG Underground Engineering, Inc.	\$ 556,107.00	\$ 336,378.50	\$ 892,485.50
Bacallao Construction & Engineering Development, LLC	\$ 587,464.00	\$ 415,962.16	\$ 1,003,426.16
Florida Engineering and Development Corp	\$ 649,082.50	\$ 489,484.10	\$ 1,138,566.60
Acosta Tractors, Inc.	\$ 671,031.44	\$ 454,470.68	\$ 1,125,502.12
Waypoint Contracting, Inc.	\$ 689,957.20	\$ 510,000.90	\$ 1,199,958.10
Sun Up Enterprises, Inc.	\$ 690,601.00	\$ 502,270.00	\$ 1,192,871.00
Southcoast Engineering Contractors, Inc.	\$ 725,612.00	\$ 516,067.00	\$ 1,241,679.00

The base bid price determines the lowest bid. After reviewing the bids, it was determined Imeco, Inc. submitted the lowest, responsive and responsible bid in accordance with the terms of this IFB and the Town's Procurement Code. Due to lack of available funding, Staff recommends awarding only the base bid contract.

The Substantial Completion of the Project shall occur no later than one hundred fifty (150) calendar days from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than one hundred eighty (180) calendar days from date of issuance of the Notice to Proceed.

Fiscal Impact/Analysis

The Town originally budgeted \$600,000 for this project in Infrastructure - Drainage account #101-5100-541-63260 (\$500,000 FDEP grant plus \$100,000 match) in FY 2020. The Town issued Purchase Orders to Craven Thompson totaling \$53,500 for surveying and to Craig A. Smith and Associates totaling \$77,010 for engineering services, which left \$469,490 for construction. \$485,290(which includes \$15,800 carryover of Craig A. Smith Purchase Order) has been budgeted in the FY 2021 (\$100,000 matching + a \$385,290 in remaining DEP grant revs.

Actual Project Costs

Surveying	\$53,500
Engineering	\$77,010
Construction	\$543,930
Total Cost	\$674,440

Therefore, a budget amendment is needed as follows to transfer from the Unassigned General Fund Fund Balance and appropriate additional funding, over and above the \$100,000 estimated matching, in the amount of \$74,440 to Transportation Drainage Fund, which is to be completed on or before 9/30/2021:

Transportation Fund

Expenditure Increase:

Transportation Drainage Expenditures (101-5300-541-63260) \$74,440

Revenues Increase

Transfer from General Fund (101-0000-381-38101) \$74,440

General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900) \$74,440

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101) \$74,440

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	3/17/2021	Resolution
Agreement	3/15/2021	Agreement
Exhibit	3/15/2021	Exhibit

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RESOLUTION 2021-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH IMECO, INC. IN THE AMOUNT OF FIVE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$543,930.00) FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FUNDED GREEN MEADOWS 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 \$500,000 grant from the Florida Department of Environmental Protection (FDEP) with an estimated \$100,000 Town match for Green Meadows Drainage Improvements; and

WHEREAS, pursuant to the agreement with FDEP adopted by Resolution 2018-065 on August 23, 2018, the improvements must be completed before December 30, 2021; and

WHEREAS, pursuant to Resolution 2019-017 adopted on December 13, 2018, the Town issued a Purchase Order in the amount of \$53,500.00 to Craven Thompson and Associates for surveying services; and

WHEREAS, pursuant to Resolution 2019-022 adopted on January 24, 2019, the Town issued a Purchase Order in the amount of \$77,010.00 to Craig A. Smith and Associates for engineering services; and

WHEREAS, on February 10, 2021, the Town advertised IFB 21-002 Green Meadows Drainage; and

WHEREAS, on March 12, 2021, the Town received eight (8) responses; and

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

WHEREAS, Imeco, Inc.'s proposal totals Five Hundred Forty-Three Thousand Nine Hundred Thirty Dollars and Zero Cents (\$543,930.00); and

WHEREAS, the Town originally budgeted for \$600,000 this specific project in Infrastructure - Drainage account #101-5100-541-63260 (\$500,000 FDEP grant plus \$100,000 match) in FY 2020; and \$674,440 is the actual project total costs; and

WHEREAS, the Town issued Purchase Orders to Craven Thompson totaling \$53,500 for surveying and to Craig A. Smith and Associates totaling \$77,010 for engineering services, which left \$469,490 for construction. \$485,290 (which includes \$15,800 carryover of Craig A. Smith Purchase Order) has been budgeted in the FY 2021 (\$100,000 matching + \$385,290 in remaining DEP grant revs).

WHEREAS, a budget amendment is needed to appropriate additional funds to complete the Green Meadows drainage improvement project, which is forecasted to be completed on or before September 30, 2021; and

WHEREAS, the Town Council believes that entering into an agreement with Imeco, 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 Imeco, Inc. in the amount of Five Hundred Forty-Three Thousand Nine Hundred Thirty Dollars and Zero Cents (\$543,930.00) for the Green Meadows 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 as follows to transfer from the Unassigned General Fund Fund Balance, and appropriate additional funding in the amount of \$74,440 to Transportation Drainage Fund:

Transportation Fund

Expenditure Increase:

Transportation Drainage Expenditures (101-5300-541-63260) \$74,440

Revenues Increase:

Transfer from General Fund (101-0000-381-38101) \$74,440

General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900) \$74,440

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101) \$74,440

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 _____

Ayes _____

Hartmann _____

Nays _____

Allbritton _____

Absent _____

Jablonski _____

Abstaining _____

Kuczenski _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38251335.1

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TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND



FOR

“IFB 21-002 GREEN MEADOWS DRAINAGE MITIGATION PHASE II”

**AGREEMENT FOR
“IFB 21-002 GREEN MEADOWS DRAINAGE MITIGATION PHASE II”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2021 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. 21-002 on _____, 2021 (“IFB”); and

WHEREAS, ___ bids were received by the Town on _____, 2021; and

WHEREAS, the Town has adopted Resolution No. 2021- _____ 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 21-002 GREEN MEADOWS DRAINAGE MITIGATION PHASE II”

- 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 (150) 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;
- (iii) All Work has been completed; and
- (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

- 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

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

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 (150) 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 (150) 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

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

- 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

- 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, 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

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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

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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

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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.

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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.

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

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RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2021.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
____ day of _____ 2021

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitreuz, Mayor
____ day of _____ 2021

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2021

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

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EXHIBIT B - DRAWINGS

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**APPENDIX A
BIDDER INFORMATION**

NAME: IMECO, INC.

ADDRESS: 20030 E OAKMONT DRIVE, HIALEAH, FL 33015

FEIN: 80-0744096

LICENSE NUMBER: CGC1520406
CUC1225032 STATE OR COUNTY: FLORIDA

LICENSE TYPE: GENERAL CONTRACTOR AND UNDERGROUND CONTRACTOR
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: NONE
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: JOHN JAMES DENIS

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: JOHN JAMES DENIS

BIDDER'S ADDRESS: 20030 E OAKMONT DRIVE HIALEAH, FL 33015

BIDDER'S PHONE NUMBER: Office: 786-715-5810 Cell: 786-715-5810

BIDDER'S EMAIL ADDRESS: fdagi@aol.com

By: JOHN JAMES DENIS

IMECO, INC.
Name of Corporation/Entity

20030 E OAKMONT DRIVE, FL 33015
Address of Corporation/Entity


Signature of President or Authorized Principal

By: JOHN JAMES DENIS

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

TOWN OF SOUTHWEST RANCHES - GREEN MEADOWS STORMWATER IMPROVEMENTS

BASE BID

CAS PROJECT NO. 19-2035

1. BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.

2. BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Mobilization and Demobilization	1	LS	\$10,000.00	\$10,000.00
2	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00
3	Survey Stakeout and As-Builts	1	LS	\$5,000.00	\$5,000.00
4	Density Testing	1	LS	\$2,500.00	\$2,500.00

IN ADDITION TO THE ABOVE DESCRIPTION, THE LUMP SUM (LS) PRICE FOR ENVIRONMENTAL COMPLIANCE SHALL INCLUDE BUT NOT LIMITED TO THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) & NPDES PERMITTING AND IS TO INCLUDE, AT MINIMUM, THE INSTALLATION OF TURBIDITY CURTAINS, SILT FENCES, SOD FOR EROSION CONTROL (NOT FOR FINAL) OR OTHER APPROPRIATE BEST MANAGEMENT PRACTICES TO CONTROL SEDIMENT & EROSION, NPDES PERMITTING/SWPPP PERIODIC MONITORING AND MAINTENANCE, & COMPLIANCE WITH APPLICABLE SFWMD & FDEP PERMITS ISSUED FOR THE PROJECT. THE SWPPP PLAN & NPDES PERMIT WILL BE SUBMITTED AT THE PRE-CONSTRUCTION MEETING. CONTRACTOR IS TO ASSUME FULL RESPONSIBILITY WITH ALL SFWMD & FDEP PERMITS ISSUED FOR THE PROJECT PERTAINING TO SEDIMENT & EROSION CONTROL.

5	Environmental Compliance	1	LS	\$3,500.00	\$3,500.00
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THE LUMP SUM (LS) PRICE FOR CLEARING & STRIPPING SHALL INCLUDE BUT NOT BE LIMITED TO REMOVAL AND DISPOSAL OF EXISTING GROUND COVERINGS, ASPHALT PAVEMENT, CONCRETE PAVEMENT, LIMEROCK AND SUBGRADE (WHERE APPLICABLE), TREES AND/OR ALL OTHER ORGANIC MATERIAL FROM RIGHT OF WAY TO RIGHT OF WAY AS NECESSARY TO PERFORM THE WORK STIPULATED IN THESE CONTRACT DOCUMENTS. THE LUMP SUM PRICE SHALL ALSO INCLUDE BUT NOT BE LIMITED TO REMOVAL, PROTECTION, STORAGE AND REINSTALLATION OF PRIVATELY OWNED MAILBOXES, DECORATIVE STONE, LANDSCAPING, SIDEWALKS AND SPRINKLER SYSTEMS EXISTING WITHIN THE WORK ZONE. ALL ITEMS SHALL BE RESTORED TO AS EXISTING OR BETTER CONDITION.

6	Clearing and Stripping	1	LS	\$5,000.00	\$5,000.00
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DEMOLITION & SWALE WORK - ITEMS 7 - 9

THE PRICE FOR EACH DEMOLITION AND ROAD WORK ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS WHICH INCLUDE ALL SAW CUTTING, ASPHALT REMOVAL AND DISPOSAL, EXCAVATION, DE-WATERING, DE-WATERING PERMITS, SWPPP-NPDES PERMITTING, ABANDONMENT, REMOVAL OR RELOCATION OF EXISTING UTILITIES, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL LIMEROCK BASE MATERIAL, COMPACTION, ASPHALT, MATERIAL TO BE RESTORED TO SAME ELEVATION AS EXISTING ASPHALT PAVEMENT (GRADE TO SLOPE) GRADING, PAVEMENT INSTALLATION, SOD REPLACEMENT, REGRADING OF EXISTING ROAD SURFACES, MIXING AND REGRADING OF EXISTING BASE MATERIAL, DRIVEWAY INSTALLATION, STRIPING AND SIGNALIZATION REPAIR, TESTING, INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR CHANGES IN ALIGNMENT OR GRADE TO AVOID EXISTING INFRASTRUCTURE.

7	Remove Existing Storm Sewer Pipes (include existing Endwall where applicable)	45	LF	\$20.00	\$900.00
8	Grade Swale Areas (includes cut/fill/hauling material to proposed grade beneath sod & only applies to proposed swale areas. All other green areas are to be restored with costs incorporated into pipe/structure costs)	3,632	SY	\$4.50	\$16,344.00
9	Sod Swale (Bahia) Areas w/2" Top Soil to proposed final grade & only applies to proposed swale areas. All other green areas are to be restored with costs incorporated into pipe/structure costs)	3,632	SY	\$5.50	\$19,976.00

TOWN OF SOUTHWEST RANCHES - GREEN MEADOWS STORMWATER IMPROVEMENTS

BASE BID

CAS PROJECT NO. 19-2035

1. BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.

2. BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<u>DRAINAGE STRUCTURE, PIPE, & FITTINGS ITEMS 10 - 32 (TO INCLUDE FULL RESTORATION)</u>					

THE PRICE FOR EACH DRAINAGE CONSTRUCTION ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS WHICH INCLUDE ALL SAW CUTTING, ASPHALT REMOVAL AND DISPOSAL, EXCAVATION, DE-WATERING, DE-WATERING PERMITS, SWPPP-NPDES PERMITTING, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL LIMEROCK BASE MATERIAL, COMPACTION, ASPHALT, MATERIAL TO BE RESTORED TO SAME ELEVATION AS EXISTING ASPHALT PAVEMENT (GRADE TO SLOPE) GRADING, TESTING, INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR CHANGES IN ALIGNMENT OR GRADE TO AVOID EXISTING INFRASTRUCTURE.

10	M-4 Manhole W/USF 580	1	EA	\$4,000.00	\$4,000.00
11	M-5 Manhole W/USF 580	1	EA	\$4,000.00	\$4,000.00
12	M-4 Manhole W/USF 1120	0	EA		
13	C-5 Manhole (5 x 5) W/USF 580	0	EA		
14	M-4 Inlet W/USF 4155-6210	1	EA	\$3,500.00	\$3,500.00
15	Type C inlet per Index 232 with 12" Sump & USF 6210 w/12" Concrete Cpllar x 4" thick	2	EA	\$3,000.00	\$6,000.00
16	24" A2000 PVC Drain Basin w/H-20 Grate & 12" x 4" Thick Conc. Collar	77	EA	\$2,500.00	\$192,500.00
17	36" A2000 PVC Drain Basin w/H-20 Grate & 12" x 4" Thick Conc. Collar	6	EA	\$3,800.00	\$22,800.00
18	Install Fabri Form Concrete Revetment Mat Per SBDD Exhibit 26 (Rework Canal & adjust bank slope in field to suit)	134	SY	\$200.00	\$26,800.00
19	Sand Cement Headwall for 24" Diameter Culvert Per FDOT Index 258	1	EA	\$1,400.00	\$1,400.00
20	Sand Cement Headwall for 36" Diameter Culvert Per FDOT Index 258	0	EA		
21	Sand Cement Headwall for 42" Diameter Culvert Per FDOT Index 258	1	EA	\$2,700.00	\$2,700.00
22	Sand Cement Headwall for 48" Diameter Culvert Per FDOT Index 258	0	EA		
23	15" A2000 PVC	689	LF	\$40.00	\$27,560.00
24	18" A2000 PVC	3,290	LF	\$45.00	\$148,050.00
25	24" A2000 PVC	388	LF	\$65.00	\$25,220.00
26	30" A2000 PVC	85	LF	\$90.00	\$7,650.00
27	42" Ultra-Flow Aluminized Steel Pipe (14 ga)	19	LF	\$120.00	\$2,280.00
28	48" Ultra-Flow Aluminized Steel Pipe (14 ga)	0	LF		
29	Connect Dissimilar Pipes (24")	0	EA		
30	30" CMP Pollution Retardant Baffle (PRB)	1	EA	\$400.00	\$400.00
31	Connect Existing Pipe to Proposed Structure	1	EA	\$500.00	\$500.00
32	24" Stormwater Plug (@ Drain Basin)	1	EA	\$350.00	\$350.00
BID TOTAL (ITEMS 1 - 32)					\$543,930.00
END OF SECTION					

TOWN OF SOUTHWEST RANCHES - GREEN MEADOWS STORMWATER IMPROVEMENTS

ADDITIVE ALTERNATE BID
CAS PROJECT NO. 19-2035

1. BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.
2. BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
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THE LUMP SUM (LS) PRICES FOR ITEMS 1-6 SHALL BE DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS. COSTS FOR PRE-CONSTRUCTION SURVEY AND PROJECT SIGN ARE TO BE INCORPORATED INTO ITEM 1.

1	Mobilization and Demobilization	1	LS	\$10,000.00	\$10,000.00
2	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00
3	Survey Stakeout and As-Builts	1	LS	\$5,000.00	\$5,000.00
4	Density Testing	1	LS	\$2,500.00	\$2,500.00

IN ADDITION TO THE ABOVE DESCRIPTION, THE LUMP SUM (LS) PRICE FOR ENVIRONMENTAL COMPLIANCE SHALL INCLUDE BUT NOT LIMITED TO THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) & NPDES PERMITTING AND IS TO INCLUDE, AT MINIMUM, THE INSTALLATION OF TURBIDITY CURTAINS, SILT FENCES, SOD FOR EROSION CONTROL (NOT FOR FINAL) OR OTHER APPROPRIATE BEST MANAGEMENT PRACTICES TO CONTROL SEDIMENT & EROSION, NPDES PERMITTING/SWPPP PERIODIC MONITORING AND MAINTENANCE, & COMPLIANCE WITH APPLICABLE SFWMD & FDEP PERMITS ISSUED FOR THE PROJECT. THE SWPPP PLAN & NPDES PERMIT WILL BE SUBMITTED AT THE PRE-CONSTRUCTION MEETING. CONTRACTOR IS TO ASSUME FULL RESPONSIBILITY WITH ALL SFWMD & FDEP PERMITS ISSUED FOR THE PROJECT PERTAINING TO SEDIMENT & EROSION CONTROL.

5	Environmental Compliance	1	LS	\$3,500.00	\$3,500.00
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THE LUMP SUM (LS) PRICE FOR CLEARING & STRIPPING SHALL INCLUDE BUT NOT BE LIMITED TO REMOVAL AND DISPOSAL OF EXISTING GROUND COVERINGS, ASPHALT PAVEMENT, CONCRETE PAVEMENT, LIMEROCK AND SUBGRADE (WHERE APPLICABLE), TREES AND/OR ALL OTHER ORGANIC MATERIAL FROM RIGHT OF WAY TO RIGHT OF WAY AS NECESSARY TO PERFORM THE WORK STIPULATED IN THESE CONTRACT DOCUMENTS. THE LUMP SUM PRICE SHALL ALSO INCLUDE BUT NOT BE LIMITED TO REMOVAL, PROTECTION, STORAGE AND REINSTALLATION OF PRIVATELY OWNED MAILBOXES, DECORATIVE STONE, LANDSCAPING, SIDEWALKS AND SPRINKLER SYSTEMS EXISTING WITHIN THE WORK ZONE. ALL ITEMS SHALL BE RESTORED TO AS EXISTING OR BETTER CONDITION.

6	Clearing and Stripping	1	LS	\$5,000.00	\$5,000.00
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DEMOLITION & SWALE WORK - ITEMS 7 - 9

THE PRICE FOR EACH DEMOLITION AND ROAD WORK ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS WHICH INCLUDE ALL SAW CUTTING, ASPHALT REMOVAL AND DISPOSAL, EXCAVATION, DE-WATERING, DE-WATERING PERMITS, SWPPP-NPDES PERMITTING, ABANDONMENT, REMOVAL OR RELOCATION OF EXISTING UTILITIES, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL LIMEROCK BASE MATERIAL, COMPACTION, ASPHALT, MATERIAL TO BE RESTORED TO SAME ELEVATION AS EXISTING ASPHALT PAVEMENT (GRADE TO SLOPE) GRADING, PAVEMENT INSTALLATION, SOD REPLACEMENT, REGRADING OF EXISTING ROAD SURFACES, MIXING AND REGRADING OF EXISTING BASE MATERIAL, DRIVEWAY INSTALLATION, STRIPING AND SIGNALIZATION REPAIR, TESTING, INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR CHANGES IN ALIGNMENT OR GRADE TO AVOID EXISTING INFRASTRUCTURE.

7	Remove Existing Storm Sewer Pipes (include existing Endwall where applicable)	15	LF	\$20.00	\$300.00
8	Grade Swale Areas (includes cut/fill/hauling material to proposed grade beneath sod & only applies to proposed swale areas. All other green areas are to be restored with costs incorporated into pipe/structure costs)	7,234	SY	\$3.00	\$21,702.00
9	Sod Swale (Bahia) Areas w/2" Top Soil to proposed final grade & only applies to proposed swale areas. All other green areas are to be restored with costs incorporated into pipe/structure costs)	7,234	SY	\$5.50	\$39,787.00

TOWN OF SOUTHWEST RANCHES - GREEN MEADOWS STORMWATER IMPROVEMENTS

ADDITIVE ALTERNATE BID
CAS PROJECT NO. 19-2035

1. BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.

2. BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
<u>DRAINAGE STRUCTURE, PIPE, & FITTINGS ITEMS 10 - 32 (TO INCLUDE FULL RESTORATION)</u>					

THE PRICE FOR EACH DRAINAGE CONSTRUCTION ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS WHICH INCLUDE ALL SAW CUTTING, ASPHALT REMOVAL AND DISPOSAL, EXCAVATION, DE-WATERING, DE-WATERING PERMITS, SWPPP-NPDES PERMITTING, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL LIMEROCK BASE MATERIAL, COMPACTION, ASPHALT, MATERIAL TO BE RESTORED TO SAME ELEVATION AS EXISTING ASPHALT PAVEMENT (GRADE TO SLOPE) GRADING, TESTING, INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR CHANGES IN ALIGNMENT OR GRADE TO AVOID EXISTING INFRASTRUCTURE.

10	M-4 Manhole W/USF 580	0	EA		
11	M-5 Manhole W/USF 580	0	EA		
12	M-4 Manhole W/USF 1120	0	EA		
13	C-5 Manhole (5 x 5) W/USF 580	1	EA	\$4,000.00	\$4,000.00
14	M-4 Inlet W/USF 4155-6210	0	EA		
15	Type C inlet per Index 232 with 12" Sump & USF 6210 w/12" Concrete Cpillar x 4" thick	1	EA	\$3,500.00	\$3,500.00
16	24" A2000 PVC Drain Basin w/H-20 Grate & 12" x 4" Thick Conc. Collar	65	EA	\$2,500.00	\$162,500.00
17	36" A2000 PVC Drain Basin w/H-20 Grate & 12" x 4" Thick Conc. Collar	1	EA	\$3,800.00	\$3,800.00
18	Install Fabri Form Concrete Revetment Mat Per SBDD Exhibit 26 (Rework Canal & adjust bank slope in field to suit)	0	SY		
19	Sand Cement Headwall for 24" Diameter Culvert Per FDOT Index 258	0	EA		
20	Sand Cement Headwall for 36" Diameter Culvert Per FDOT Index 258	0	EA		
21	Sand Cement Headwall for 42" Diameter Culvert Per FDOT Index 258	0	EA		
22	Sand Cement Headwall for 48" Diameter Culvert Per FDOT Index 258	1	EA	\$3,500.00	\$3,500.00
23	15" A2000 PVC	390	LF	\$40.00	\$15,600.00
24	18" A2000 PVC	1,153	LF	\$45.00	\$51,885.00
25	24" A2000 PVC	708	LF	\$65.00	\$46,020.00
26	30" A2000 PVC	0	LF		
27	42" Ultra-Flow Aluminized Steel Pipe (14 ga)	0	LF		
28	48" Ultra-Flow Aluminized Steel Pipe (14 ga)	18	LF	\$135.00	\$2,430.00
29	Connect Dissimilar Pipes (24")	0	EA		
30	30" CMP Pollution Retardant Baffle (PRB)	1	EA	\$400.00	\$400.00
31	Connect Existing Pipe to Proposed Structure	1	EA	\$500.00	\$500.00
32	24" Stormwater Plug (@ Drain Basin)	0	EA		
BID TOTAL (ITEMS 1 - 32)					\$386,924.00
END OF SECTION					

**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 JOHN JAMES DENIS, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual **or**
 the **PRESIDENT** of **IMECO, 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:

20030 E OAKMONT DRIVE, HIALEH FL 33015

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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

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.

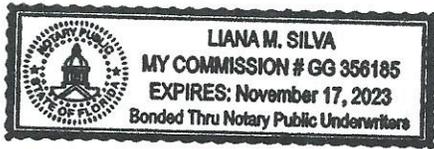


JOHN JAMES DENIS, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 12th day of MARCH, 2021, by **JOHN JAMES DENIS**, [XX] who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Notary Public



LIANA M. SILVA

(Print Notary Name)
State of **FLORIDA** at Large
My Commission Expires: 11/17/2023

**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'S NAME: JOHN JAMES DENIS



Bidder's Firm: IMECO, INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

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 TOWN OF SOUTHWEST RANCHES
by JOHN JAMES DENIS
for IMECO, INC.

whose business address is 20030 E OAKMONT DRIVE
HIALEAH, FL 33015

and (if applicable) its Federal Employer Identification Number (FEIN) is 80-0744096

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
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

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.)

XXXX 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
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

By: 

JOHN JAMES DENIS

(Printed Name)

PRESIDENT

(Title)

Sworn to and subscribed before me this 12th day of MARCH, 2021

Personally known XXXXXX

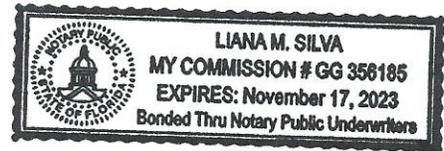
Or Produced Identification _____
(Type of Identification)

Notary Public - State of FLORIDA


Notary Signature

My Commission Expires NOVEMBER 17, 2023

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



TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

APPENDIX F
NON-COLLUSION AFFIDAVIT

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

JOHN JAMES DENIS being first duly sworn deposes and says that:

- (1) He/She is the PRESIDENT (Owner, Partner, Officer, Representative or Agent) of IMECO, 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
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

By: _____ 

JOHN JAMES DENIS

(Printed Name)

PRESIDENT

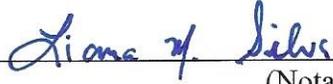
(Title)

Sworn to and subscribed before me this 12th day of MARCH, 2021,

Personally known XXXXXXXX _____

Or Produced Identification _____
(Type of Identification)

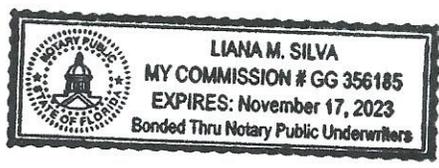
Notary Public - State of FLORIDA _____



(Notary Signature)

My Commission Expires: NOVEMBER 17, 2023 _____

(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.

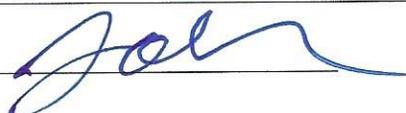
Organization: IMECO, INC.

Street address: 20030 E OAKMONT DRIVE

City, State, Zip: HIALEAH, FL 33015

Certified By: JOHN JAMES DENIS
(type or print)

Title: PRESIDENT

Signature:  Date: 03/12/2021

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

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's Signature: 

Bidder's Name: JOHN JAMES DENIS/ IMECO, INC.

Bidder's Address: 20030 E OAKMONT DRIVE
HIALEAH, FL 33015

Bidder's Phone Number: 786-715-5810

Bidder's Email: fdagi@aol.com

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

CGC1520406

CUC1225032

Bidder's Firm: IMECO, INC.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

State of Florida

County of MIAMI-DADE

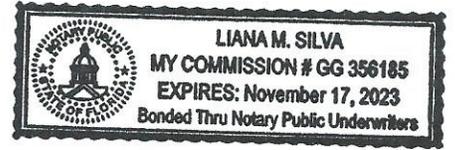
The foregoing instrument was acknowledged before me this 12th day of MARCH, 2021
by JOHN JAMES DENIS of IMECO, INC. (Proposer), who is personally XX
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of MIAMI-DADE County, Florida

Liana M. Silva
Notary Signature

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



Bidder's Firm: IMECO, INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

***APPENDIX K
CERTIFICATE OF AUTHORITY
(IF CORPORATION OR LIMITED LIABILITY COMPANY)**

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

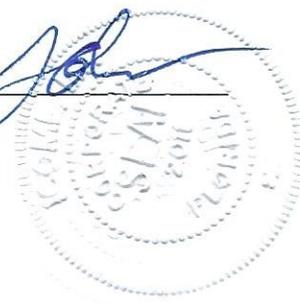
I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of FLORIDA, held on JANUARY 4, 2021, the following resolution was duly passed and adopted:

“RESOLVED, that JOHN JAMES DENIS, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, MARCH 12, 2021, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company.”

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or

Limited Liability Company this 12th day of MARCH, 2021.

Secretary: 
(SEAL) 



Bidder's Firm: IMECO, INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

**APPENDIX M
BID BOND**

Bond No. n/a

BID BOND

State of Florida)
County of Broward) ss:

IMECO, Inc. KNOW ALL MEN BY THESE PRESENTS, that we,
IMECO, Inc., as Principal, and United States Fire Insurance Company

United States Fire Insurance Company, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of Five Percent of Amt Bid Dollars (\$ -----5%-----), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated March 12 20²¹ for

“IFB 21-002 GREEN MEADOWS DRAINAGE MITIGATION PHASE II”

NOW, THEREFORE,

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 12th day of March, 20²¹, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

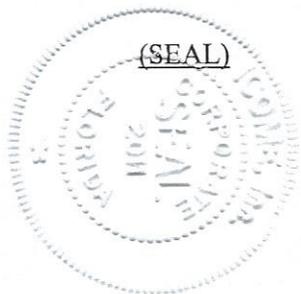
TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

BIDDER: IMECO, Inc.

By: 

Title: PRESIDENT

IN PRESENCE OF: CARL-HENRY DENIS
(Individual or Partnership Principal)

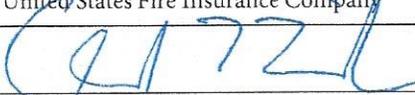


20030 East Oakmont Drive
(Business Address)

Hialeah, FL 33015
(City/State/Zip)

786-715-5810
(Business Phone)

SURETY: United States Fire Insurance Company

By: 
Charles J. Nielson, Attorney-in-fact

(SEAL)

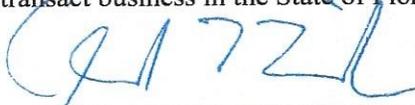


305 Madison Avenue,
(Business Address)

Morristown, NJ 07962
(City/State/Zip)

973-490-6600
(Business Phone)

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

Countersigned by Florida Agent: 

Name: Charles J. Nielson

Date: March 12, 2021

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402021

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, President



State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12th day of March 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



TOWN OF SOUTHWEST RANCHES, FLORIDA
 GREEN MEADOWS DRAINAGE MITIGATION PHASE II
 IFB NO. 21-002

**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 DISTRICT 4	5548 NW 9th AVENUE FORT LAUDERDALE, FL 33309	954-776-4300	CHRISTOPHER CHANEL CHRISTOPHER.CHANEL@DOT.STATE.FL.US
TOWN OF DAVIE	6591 ORANGE DRIVE DAVIE, FL 33314	954-355-8814	GERARDO DIAZ GERARDO_DIAZ@DAVIE-FL.GOV
FDOT DISTRICT 6	1773 NE 205 STREET NORTH MIAMI BEACH, FL 33179	305-968-8460	DRU BADRI DRU.BADRI@DOT.STATE.FL.US
CITY OF MIRAMAR	2300 CIVIC CENTER PLACE MIRAMAR, FL 33025	954-707-0279	MARILYN M MARKWEI MMMARKWEI@MIRAMARFL.GOV

Bidder's Firm: IMECO, INC.

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

TO THE TOWN OF SOUTHWEST RANCHES:

IMECO, 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 IMECO, INC.'s failure to comply with such regulations.



ATTEST

JOHN JAMES DENIS

CONTRACTOR

BY: 

JOHN JAMES DENIS

Print Name

Date: MARCH 12, 2021

Bidder's Firm: IMECO, INC.

**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: IMECO, INC.

Bidder's Name: JOHN JAMES DENIS

Bidder's Address: 20030 E OAKMONT DRIVE
HIALEAH, FL 33015

Bidder's Phone Number: 786-715-5810

Bidder's Email: fdagi@aol.com

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

CGC1520406

CUC1225032

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

State of Florida

County of MIAMI-DADE

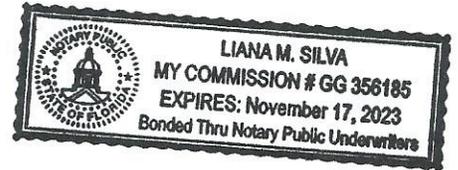
The foregoing instrument was acknowledged before me this 12th day of MARCH, 2021
by JOHN JAMES DENIS of IMECO, INC. (Bidder), who is personally **X**
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of MIAMI-DADE County, Florida

Liana M. Silva
Notary Signature

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



Bidder's Firm: IMECO, INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA
GREEN MEADOWS DRAINAGE MITIGATION PHASE II
IFB NO. 21-002

**APPENDIX Q
BIDDER EXPERIENCE**

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work. List comparable contract experience client references (MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

Project Name: DRAINAGE IMPROVEMENTS AND REPAIRS
Contract Amount: \$325,000.00
Contract Date: JULY 2017
Client Name: FDOT DISTRICT-4
Address: 5548 NW 9th AVENUE, FORT LAUDERDALE FL 33309
Contact Person: CHRISTOPHER CHANEL
Contact Person Tel. No.: 954-776-4300
Contact Person Email: CHRISTOPHER.CHANEL@DOT.STATE.FL.US

Project Name: OAKHILL CULVERT REPLACEMENT
Contract Amount: \$149,690.00
Contract Date: APRIL 2020
Client Name: TOWN OF DAVIE
Address: 6591 ORANGE DRIVE, DAVIE FL 33314
Contact Person: GERARDO DIAZ
Contact Person Tel. No.: 954-355-8814
Contact Person Email: GERARDO_DIAZ@DAVIE-FL.GOV

Project Name: E6K49 - BISCAYNE BOULEVARD FROM NE 61st STREET TO NE 82nd STREET
Contract Amount: \$864,202.00
Contract Date: JANUARY 2017
Client Name: FDOT DISTRICT-6
Address: 1773 NE 205 STREET NORTH MIAMI BEACH, FL 33179
Contact Person: DRU BADRI
Contact Person Tel. No.: 305-968-8460
Contact Person Email: DRU.BADRI@DOT.STATE.FL.US

Bidder's Firm: IMECO, INC.

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: NONE

2. Contact information for Project Owner:

a. Name: _____

b. Address: _____

c. Phone: _____

d. Email: _____

3. Nature of Claim: _____

4. Date of Claim: _____

5. Resolution Date of Claim and how resolved: _____

6. If applicable:

a. Court Case Number: _____

b. County: _____

c. State: _____

Bidder's Firm: IMECO, INC.

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, IMECO, 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

JOHN JAMES DENIS

Name and Title of Contractor's Authorized Official

MARCH 12, 2021

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	
	INSURER B :	
	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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<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)

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
IMECO, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
20030 E OAKMONT DRIVE

6 City, state, and ZIP code
HIALEAH, FL 33015

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-			
--	--	--	--	---	--	--	---	--	--	--

or

Employer identification number

8	0	-	0	7	4	4	0	9	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ **6-5-20**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



IMECO, Inc.

20030 E OAKMONT DRIVE
HIALEAH, FL 33015
Phone: (786) 715-5810
E-Mail: fdagi@aol.com

E-VERIFY

**OUR PAYROLL AND EMPLOYEE LEASING COMPANY DOES
THE E-VERIFICATION OF ALL OUR EMPLOYEES**



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: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 4/8/2021
SUBJECT: Mayor's Resolution Opposing Attempts to Eradicate Home Rule

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

There are several bills being considered by the Florida Legislature during this legislative session which would preempt local control. Over the past several Every year bills are considered by the Legislature which serve to further erode home rule. This resolution mirrors one drafted by the Florida League of Mayors to oppose such bills and preserve teh home rule powers established by the Florida Constitution.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk
Andrew D. Berns, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Mayor Reso Opposing Efforts to Erode Home Rule	3/24/2021	Resolution

RESOLUTION NO. 2021 -XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE UNWARRANTED OR OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE POWERS; DIRECTING A COPY OF THIS RESOLUTION TO BE TRANSMITTED TO MEMBERS OF THE FLORIDA LEGISLATURE, THE FLORIDA LEAGUE OF CITIES, AND ANY OTHER INTERESTED PARTIES.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Municipalities are voluntarily created and chartered by their citizens as the embodiment of local self-determination; and

WHEREAS, Florida's voters placed municipal Home Rule powers into the Florida Constitution on November 5, 1968, during the regular elections as an amendment to Article VIII, Section 2(b); and

WHEREAS, this power has enabled each city, town and village across the Sunshine State to consider, adopt, revise or remove its own laws without the need to seek legislative permission from the state and has further served as the foundation upon which every municipality builds its governmental structure; and

WHEREAS, numerous bills being considered by the Florida Legislature contradict the will of the people of Florida, who expressed an unequivocal desire for broad Home Rule powers in their state constitution; and

WHEREAS, these bills undercut the intent of the citizens of every municipality in Florida, who voted to incorporate their community and exercise the broad Home Rule powers granted by the Florida Constitution to govern themselves and, thereby, effectively address the unique concerns of their communities; and

WHEREAS, these bills would impair municipal charter and ordinance provisions specifically adopted and approved by local communities to define their preferred form of self-government and safeguard issues of perennial importance to their communities; and

WHEREAS, a municipality's ability to timely act on local problems and opportunities will be limited by these bills to a state Legislature that holds session only once a year, and whose ability to address local problems will be contingent on the relative effectiveness of its representative in the State Legislature; and

WHEREAS, under these bills, state legislators will find themselves spending increasing amounts of time arbitrating over local problems and legislating on local issues, and less time attending to pressing statewide needs; and

WHEREAS, the Town of Southwest Ranches believes opposing these bills is in the best interests of the residents and businesses of the municipalities in the State of Florida, and ultimately the state itself; and

WHEREAS, the Town of Southwest Ranches would respectfully ask the state legislature to be mindful that regulations enacted by local governments have to be enforced by those same governments and, if excessive or burdensome, the peoples' local elected representatives are quickly made aware of those burdens and any unintended consequences; and

WHEREAS, should these bills become law, and not be overturned, the ability of Florida's municipalities to narrowly address local issues of public concern would be destroyed.

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

Section 1. That the Town of Southwest Ranches opposes the State of Florida's overbroad attempt to repeal or restrict constitutional municipal home rule powers to protect the health, safety and welfare of citizens, and urges all members of the Florida Legislature to oppose the adoption of unwarranted or overly broad preemptions.

Section 2. That the Town of Southwest Ranches will actively challenge all efforts to reduce or erode this cherished right and further employ all efforts to ensure state and federal government partners understand that a one-size-fits-all approach to governance is not in the best interests of Florida citizens.

Section 3. That the tradition of local decision-making in Florida is essential to protect, as it provides each municipality the ability to preserve and enhance the myriad characteristics that make each one uniquely special and that maintains its quality of life.

Section 4. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 8th day of April 2021, on a motion by _____, seconded by _____.

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

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
38279985.1

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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
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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: 4/8/2021
SUBJECT: INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: SW 50 STREET AND SW 182 TERRACE DRAINAGE IMPROVEMENTS (SWRA-032)

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures. All projects funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

A process has been established pursuant to which surtax-funded staff at the Broward

Metropolitan Planning Organization (“MPO”) prioritize municipal projects and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the SW 50 Street and SW 182 Terrace Drainage Improvements was included in that review and ranking.

The SW 50 Street and SW 182 Terrace Drainage Improvements Project has been determined statutorily eligible for Surtax funding and subsequently approved for funding by the Broward County Board of County Commissioners.

The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

The Scope of Work for the SW 50 Street and SW 182 Terrace Drainage Improvements Project involves completing on-site excavation, clearing, constructing and retrofitting drainage pipe, jetting and vacuuming of drainage structures and associated grates, conducting erosion control measures, performing swale re-grading, constructing street and driveway restoration, and installing sod, as further detailed in the Project’s signed and sealed construction documents.

Fiscal Impact/Analysis

The Town originally forecasted \$176,507 for this project in Infrastructure - Drainage account #101-5100-541-63260 (\$124,000 of Surtax with a town match of \$52,507 match) during FY 2021 but did not appropriate funding as we were awaiting Surtax approval.

Therefore, a budget amendment to the Fiscal Year 2020-2021 approved Budget - Municipal Transportation Fund account #101-5100-541-63265 (Infrastructure – Drainage Surtax) is required.

The total project cost is anticipated to be \$176,507, of which \$124,000 will be funded by the grant with a town matching portion utilizing the available Transportation Fund Fund Balance (Reserves). The budget amendment is as follows:

Transportation Fund:

Revenues (Increase)

Local Grant – Municipal Surtax (101-0000-337-33745) \$124,000

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900) \$52,507

Expenditures (Increase):

Infrastructure – Drainage Surtax account #101-5100-541-63265 \$176,507

Staff Contact:

Rod Ley, P.E., Town Engineer

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/24/2021	Resolution
Agreement	3/24/2021	Agreement

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE ONE HUNDRED TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$124,000.00) OF SURTAX FUNDING TO COMPLETE THE SW 50 STREET AND SW 182 TERRACE DRAINAGE IMPROVEMENTS (SWRA-032); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020-2021 TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures; and

WHEREAS, the SW 50 Street and SW 182 Terrace Drainage Improvements Project has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners; and

WHEREAS, the total project cost is anticipated to be \$176,507, of which \$124,000 will be funded by Surtax funding with a required Town matching portion of \$52,507 utilizing available Transportation Fund Fund Balance(Reserves); and

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

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

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

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

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and Broward County to receive One Hundred Twenty-Four Thousand Dollars and Zero Cents (\$124,000.00) of Surtax funding to complete the Town’s drainage improvement as outlined in the Agreement attached hereto, and incorporated herein by reference, as Exhibit “A”.

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

Section 4. The Town Council hereby approves a budget amendment to the Fiscal Year 2020-2021 budget as follows:

Transportation Fund:

Revenues (Increase):	
Local Grant – Municipal Surtax (101-0000-337-33745)	\$124,000
Revenue Increase:	
Appropriated Fund Balance (001-0000-399-39900)	\$52,507
Expenditures (Increase):	
Infrastructure – Drainage Surtax account #101-5100-541-63265	\$176,507

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

[Signatures on Following Page]

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

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38278805.1

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INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: SW50 STREET AND SW 182 TERRACE DRAINAGE IMPROVEMENTS (SWRA-032)

This Interlocal Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and the Town of Southwest Ranches, a municipality of the State of Florida (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as “Penny for Transportation”) to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization (“MPO”) prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

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

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means Rod Ley, Public Works Director with the Town of Southwest Ranches.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term “Subcontractor” includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor’s or Consultant’s acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

ARTICLE 2. EXHIBITS

Exhibit A	Project Description and Project Schedule
Exhibit B	Funding Schedule
Exhibit C	Reporting Requirements
Exhibit D	Form Contracts
Exhibit E	Municipal Resolution Authorizing Execution of Agreement

ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

- 3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed

to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed

material change that would increase the Maximum Funding Amount requires an amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty (60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “**Form Contracts**”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days’ written notification to the Contract Administrator

and the County Attorney's Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation (or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)

- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)
- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on [REDACTED] (“Initial Term”), unless extended pursuant to Section 4.2.

4.2. Extensions. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality’s performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 5. FUNDING AND SURETY

5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County’s general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next

applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipal [redacted] or Municipality's [redacted], on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
	\$
	\$
Phase 1: Construction (inclusive of 5% contingency)	\$
MAXIMUM FUNDING AMOUNT:	\$124,000.00

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site

conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other

amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition, Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall

include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way. County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the “Audited Entities”) that are related to the Project or this Agreement (the “Contract Records”). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board’s review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County’s disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County’s audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project

Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses.

An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Attn: Bertha Henry
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County Attorney's Office:
Attn: Angela J. Wallace
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

Town of Southwest Ranches Public Works Director
Rod Ley
13400 Griffin Road
Southwest Ranches, FL 33330
Email address: RLey@southwestranches.org

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed

to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal

court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August 2020, Agenda Item No. 86, and Municipality, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 20__

(Signature)

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

(Print Name of Witness)

By _____
Gavin P. Rynard (Date)
Assistant County Attorney

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

Draft Municipal Interlocal Agreement
08/12/2020
#487127.12

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: SW50 STREET AND SW 182 TERRACE DRAINAGE IMPROVEMENTS (SWRA-032)

MUNICIPALITY

ATTEST:

TOWN OF SOUTHWEST RANCHES

Russell Muñiz, Town Clerk

By: _____
Steve Breitkreuz, Mayor

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Keith Poliakoff, Town Attorney

EXHIBIT A
Project Description and Project Schedule

1. Project:

SW50 Street and SW 182 Terrace Drainage Improvements (SWRA-032)

2. This Scope of Work for the SW50 Street and SW 182 Terrace Drainage Improvements Project (the “Project”) involves completing on-site excavation, clearing, constructing and retrofitting drainage pipe, jetting and vacuuming of drainage structures and associated grates, conducting erosion control measures, performing swale re-grading, constructing street and driveway restoration, and installing sod, as further detailed in the Project’s signed and sealed construction documents.

3. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES:

No.	Description	Duration/Deadline	Acceptance Criteria
1	Execution of ILA between County and Town	XXXX XX, XXXX	ILA Executed by Town
2	Project Construction Contract Advertising Bid and Award	XXXX XX, XXXX	Construction Contract Executed
3	Consultant Agreement Execution	XXXX XX, XXXX	Agreement Executed
4	Notice to Proceed No. 1 Issued (Shop Drawings, Permits)	XXXX XX, XXXX	NTP Issued
5	Notice to Proceed No. 2 Issued (Construction)	XXXX XX, XXXX	NTP Issued
6	Construction Completion	XXXX XX, XXXX	Project Certified/ Final Payment Issued

4. Project Schedule:

County and Town approve ILA for Project:	XXXXX XX, XXXX
Bid Advertisement:	XXXXX XX, XXXX
Bid Opening:	XXXXX XX, XXXX
County 20-day Review Period	XXXXX XX, XXXX
Bid Award:	XXXXX XX, XXXX
Notice to Proceed No. 1 (Shop Drawings, Permits)	XXXXX XX, XXXX
Notice to Proceed No. 2 (Construction)	XXXXX XX, XXXX
Substantial Completion	XXXXX XX, XXXX
Project Completion	XXXXX XX, XXXX

EXHIBIT B
Funding Schedule

Funding Amounts: The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

Invoicing/Application for Funding Documentation: Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Additional Invoicing Requirements: If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- Pay Application documents consistent with AIA Document G702 and G703
- _____

Funding Parameters: The checked expenses are ineligible for funding under this Agreement:

- Costs incurred by Municipality prior to the execution of this Agreement
- Costs incurred after the expiration of this Agreement
- Costs that are not expressly permitted in Exhibit A or B
- Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- Audit costs incurred by Municipality
- Legal and accounting fees and expenses
- Costs for operation, support, or maintenance of the Project
- Interest expenses incurred by Municipality
- Municipality's staff or other personnel costs in directly performing the Project

Municipality shall invoice County up to the Maximum Not-To-Exceed amount(s) stated below only upon satisfactory completion of the applicable Deliverable or Phase as evidenced by written approval by the Contract Administrator.

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
Project-Specific Interlocal Agreement executed for Surtax-Funded Project (invoice within thirty (30) days after Effective Date)	\$124,000.00
TOTAL	\$124,000.00

EXHIBIT C

Reporting Requirements

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Sample Financial Report

Project Name:	
Quarterly Period:	

Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	Total Project Funding (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$)
5.	Adjusted Project Funding (Line 3 minus Line 4)	\$

Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	Total Project Funding Received (Total lines 6 + 7)	\$	\$	\$

Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	Total Project Funding Expended (Total lines 9 + 10)	\$	\$	\$

Section D: Available Funding to Date

12.	Adjusted Project Funding (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	Available Project Funding to date (Line 12 minus line 13)	\$

Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
Revised contract amount	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
Total Earned Less Retainage	\$
Total Amount Paid to Date	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

Section F: Quarterly Detailed Expenditures (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

Section G: Project Schedule & Status

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	<input type="checkbox"/> Ahead by ___ Days <input type="checkbox"/> Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

Section H: Performance Metrics

A. [insert for applicable project type]

B. Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

MAP PMO Project Status Report *Template*

<Agency> Project: <i><fill in project name or id></i>		Owner: <i><fill in></i>	July 15, 2019
Progress update <ul style="list-style-type: none"> • <i>Key activities since the last status report</i> • ? 		Overall Progress  <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <ul style="list-style-type: none">  Red - Execution critical delay  Amber - Delay; but recoverable  Green - On track </div> Summary: (may include) <ul style="list-style-type: none"> • <i>Key take-aways for BoCC, OB and SurTax Admin</i> • Project run rate; actual vs. planned • % Milestones met • Days over budget • Leverage ratio • <i>Key reminders of critical decisions/milestones/etc.</i> 	
Key activities to be completed in the next <2-4> weeks: <ul style="list-style-type: none"> • ? • ? 			
Issues/Challenges:		Proposed solutions:	

Exhibit D Form Contracts

Surtax-Funded Projects Form Construction Contract:



Muni 170.docx

Surtax-Funded Projects Form Consultant Contract:



Muni 202.docx

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WORKSHOP MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 6:00 PM

March 11, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David Kuczenski

Workshop Meeting of the Town Council of Southwest Ranches and the Comprehensive Planning Advisory Board was held virtually via the ZOOM Meeting Platform. The workshop, having been properly noticed, was called to order by Mayor Breitkreuz at 6:05 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Discussion

3. Impact of New Residential Development

Mayor Breitkreuz provided a brief overview to the purpose of the workshop which was to hold a discussion over ensuring every property can have a barn and space for animals. Mayor Breitkreuz stated in the past the Town Council discussed many ways in which to accomplish this objective and he is not in favor of any solution over another if it is fair and does not infringe upon the resident's property rights. He stated he strongly believes in the equestrian lifestyle that Southwest Ranches embodies, but he understands that not all property owners will want animals. He is hoping the workshop will allow the Town Council, along with the Comprehensive Planning Advisory Board and input from the residents to come up with a plan going forward especially for developers that may want to build in the Town. Mayor Breitkreuz then opened the floor to the Town Council.

Council Member Allbritton stated when this item had come up prior and it started out as a requirement every property had to set aside space, he had concerns and questions. He agreed with Mayor Breitkreuz that the requirement would infringe on the rights of residents. He understood the problem with developers coming into the Town and wanting to construct small lot developments, but for individual homeowners that would like to live in the Town, but may not want animals or a barn, the requirement may deter them from purchasing or building. Council Member Allbritton spoke to many residents during his campaign and he realized "Rural Lifestyle" meant different things to different people and he stated they should be very careful with this issue.

Council Member Jablonski stated he was ok with designating space on each property for farm animals, the question he had was size, location and the parameters on enforcing the requirement. The next question had to do with tear downs and rebuilds and would the new requirement be enforced. What happens if the house needed to be rebuilt due to a hurricane or fire, would the existing property owners be required to have space set aside for animals they never owned prior? Council Member Jablonski didn't think the "one size fits all" requirement

would work and there are a lot of what-ifs that need to be answered before he would be comfortable with deciding.

Vice Mayor Hartmann agreed with Council Member Allbritton in terms of property rights and infringing upon them. He liked the idea of providing options such as amending the 20% rule by adding an additional 3% to allow for animals, for example, if a property owner wants to build to the full 20%, would it be a good idea to allow an extra 3% for animals, paddocks, pastures, or barns, which are the key items being discussed. Vice Mayor Hartmann stated from a Council standpoint, he loved the idea of animals on everybody's property, but as a property owner, being told he must carve out a percentage of his property for animals he may never have, is a different issue.

Council Member Kuczenski pointed out one of the important tasks of being a Council Member is fighting to preserve the "Rural Lifestyle" which meant sometimes they must go out of their way to protect the equestrian community. He wanted to make sure the decisions made by the Town Council doesn't push the equestrian community away and doesn't deter new residents from purchasing property in the Town. Council Member Kuczenski stated his focus is on new developments and the five or six large parcels of property the new requirement will impact.

Next, Mayor Breitreuz opened the floor to the Comprehensive Planning Advisory Board for comment. Lori Parrish, George Morris, Newell Hollingsworth, Robert Sirota and Jason Halberg voiced their thoughts and ideas and requested the Town Council provide direction so the Comprehensive Planning Advisory Board can go back to the table and come up with a reasonable plan that will work for the Town's existing residents while not deterring new property owners looking to purchase in the Town.

Mayor Breitreuz opened the floor for public comment. The following members of the public spoke on the issue: Roger and Nadine MacIntosh and Christine Brownlow.

Mayor Breitreuz offered some final thoughts. He wanted to make sure that one of the goals of the workshop was to make sure the Town Council expressed their thoughts and opinions to provide direction to the Comprehensive Planning Advisory Board to move forward and come up with a plan they are comfortable to present to the Town Council for approval. Council Member Jablonski would like the Comprehensive Planning Advisory Board to come up with a plan that they all unanimously agree on, same as the Town Council. Council Member Allbritton wanted to make clear he is not against barns, he just wants to make sure all residents can build what they want, within the limits of the code. Vice Mayor Hartmann invited the residents to attend the Comprehensive Planning Advisory Board meetings. Comprehensive Planning Advisory Board Member Lori Parrish mentioned she thought there was a 1% rule, however Assistant Town Planner Katims stated it was repealed. She then requested Assistant Town Planner Katims please research it for her. Council Member Kuczenski stated his positions apply only to new developments that have not been plotted. If the property is a rebuild, the original zoning code it was originally built under should apply. Comprehensive Planning Advisory Board Member George Morris feels if the new rule applies only to new developments it would hurt the Town.

He stated providing property owners an extra 2% for barns if they need it is a better option. Mayor Breitkreuz stated the key is to figure out whether an additional 2% is available to everyone or whether a property owner must set aside 2% for future use. He stated he would leave that decision up to the Comprehensive Planning Advisory Board to work out.

Mayor Breitkreuz closed the meeting with confidence the issue can be worked out and he thanked all attendees and residents for their time and input.

4. Adjournment

Meeting was adjourned at 7:01 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of

Steve Breitkreuz, Mayor

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

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

March 11, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM Meeting Platform. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:05 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Proclamation - Child Abuse Prevention Month - April 2021

Assistant Town Administrator/Town Clerk Muñiz read the proclamation into the record.

4. Public Comment

The following members of the public addressed the Town Council: Navneet Khor, and Parneet Singh.

5. Board Reports

Christina Brownlow, Chair of the Parks, Recreation, Forestry, and Natural Resources Advisory Board spoke about the free mulch being offered by the Town. She spoke about the trails at Rolling Oaks Park and wished to place a gate at the southwest corner to allow pedestrians, horses, and bicyclists access to the park. She thanked fellow Board Member Wendi Halberg for referring an issue she noticed at the Equestrian Park that was able to be resolved. She advised that the Board had been tasked with assisting and maintaining the National Wildlife Federation certification and also helping to promote the Citizen Survey. Lastly, she recognized Staff Liaison December Laurantano-Haines for her efforts with the Board.

Debbie Green spoke on behalf of the Schools and Education Advisory Board and thanked all who participated in the Flamingo Flocking Fundraiser. She advised that over \$19,000 had been raised so far. She also mentioned that the Board planned on hosting a virtual Bingo night in April.

George Morris spoke on behalf of the Drainage and Infrastructure Advisory Board. He advised that the board had been discussing fill permit penalties for work done without a permit. He advised that the Board was working on language to address this issue and would be presenting that to the Town Council in the near future. He advised that the potential change of scope for the SW 188th Avenue TSDOR project was now a reduction in work which results in a credit to the Town in the amount of \$163,000 and an increase in the warranty from 1 to 2 years.

6. Council Member Comments

Council Member Jablonski advised that free COVID-19 testing was taking place at Rolling Oaks Park. He also advised that they would be performing pre-registration for the vaccine during the same event. He advised that this event also coincided with the Household Hazardous Waste Hazmat event at the Park. Lastly, he reminded residents that Daylight Savings Time was occurring this weekend and reminded everyone to move their clocks forward.

Vice Mayor Hartmann thanked the Mayor for tasking the Drainage and Infrastructure Advisory Board with reviewing the fill work without a permit issue. He spoke of the difficulties that Debbie Green had with trying to obtain a "Level 0" fill permit and the obstacles she encountered while trying to obtain approvals from Broward County. He also thanked the Sikh Youth Association with organizing the 5K Run Walk benefitting the Town College Scholarship Fund.

Council Member Allbritton spoke about the proliferation of mail theft throughout the Town. He asked residents to be very vigilant and if they notice suspicious people in their neighborhood to alert their neighbors.

Council Member Kuczenski spoke regarding the Founder's Park mural project. He sought to allocate funding in the current fiscal year to pay for materials for this project. He felt that the artist might be able to donate their cost to this project. He advised that the Southwest Ranches Parks Foundation has offered to split the Town's portion of the cost.

Mayor Breitkreuz advised that he and members of staff were continuing to work on the new Fire Fee and thanked the Town Administrator, and the Town Financial Administrator for their efforts. He further advised that the new Citizen Survey had been mailed out and while results were not yet tallied, he was excited that they were mailed. He asked anyone who had not yet received the survey to contact Town Hall and one would be furnished to them.

7. Legal Comments

Town Attorney Poliakoff advised that the Florida Legislature was in session. He advised the Town was closely monitoring two bills. The first, Senate Bill 88 addressed Agritourism and would allow it to be considered a primary use of the property. Another Bill concerned complaints received by Code Enforcement and would require that complaints could no longer remain anonymous.

8. Administration Comments

Town Administrator Berns reminded everyone that the Town had entered into a Public Private Partnership (P3) agreement with a third party for the former CCA site now owned by the Town. The acquisition was made possible by a non-taxable note but now that the Town was converting the site into a for-profit venture via the P3 the property must be refinanced. Through the due diligence of Town Financial Administrator Sherwood, the best finance options received appear to come from TD Bank. He asked that the Town Council provide consensus for him to execute the interest rate lock agreement with TD Bank. He made it clear that this agreement did not close the loan, the Town Council would be able to review all pertinent documentation prior to loan closing. This agreement merely locked in the financing terms.

The following motion was made by Vice Mayor Hartmann, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, Mayor Breitzkreuz voting Yes.

MOTION: TO LOCK IN THE RATE OF 1.98%, 15 YEAR NOTE TO REFINANCE THE FORMER CCA PROPERTY.

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}

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, Mayor Breitzkreuz voting Yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

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.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, Mayor Breitzkreuz voting Yes.

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.

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.

The following motion was made by Vice Mayor Hartmann, seconded by Council Member Kuczenski and passed by 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, Mayor Breitreuz voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

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.

The following motion was made by Council Member Jablonski, seconded by Council Member Allbritton and passed by 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, Mayor Breitreuz voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

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.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, Mayor Breitreuz voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2015-017 RELAT ING TO THE TOWN'S ADVISORY COMMITTEE/BOARD POLICY PERTAINING TO MEETING AT TENDANCE; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE NEW POLICY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Allbritton and passed by 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, Mayor Breitreuz voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

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.

The following motion was made by Council Member Kuczenski, seconded by Council Member Jablonski passed by 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, Mayor Breitreuz voting Yes.

MOTION: TO APPROVE THE RESOLUTION.**Discussion****16. Charter Review**

Mayor Breitreuz indicated that every 5 years the Town Council has appointed a Charter Review Committee to review the Charter and see if anything needed to be adjusted, corrected, removed or improved to make it a better document to reflect the values and the direction the Town is heading in. He felt it was important to get resident input and see if any changes were needed. His intent for this discussion item was to get Council input on whether the Committee should be composed the way it traditionally has been or establish new ground rules.

Vice Mayor Hartmann spoke of his experience chairing the Charter Review Committee ten years ago. He advised that each Council Member appointed a member to the Committee. He believed the Committee offered five or six changes. He felt the resident input was great and felt that approach was best suited for the task.

Council Member Jablonski advised that he was the author of five charter amendments that were approved by the voters and there was no committee formed to develop those amendments. He felt that instead of creating a new committee, perhaps have the Drainage and Infrastructure Advisory Board or the Comprehensive Plan Advisory Board be tasked with this responsibility. He was concerned that the Charter Review could become a "political football" for a new committee and the makeup of the existing boards suggested that would prevent that from happening. As it stood right now the only change he would support would be to have the Charter Review be done every 10 years along with the District Boundary Review.

Council Member Kuczenski supported each Council Member appointing someone to a committee to perform the Charter Review.

Council Member Allbritton supported the idea suggested by Council Member Jablonski. He felt that there were some very sharp members on the Boards and felt comfortable entrusting that responsibility to them.

Mayor Breitzkreuz was leaning towards forming a new committee as had been done in the past but saw the merits of both approaches. He felt that if Council Member Jablonski's approach was used, he believed the Comprehensive Plan Advisory Board was best suited. As such, he wondered if it would be possible for that Board to meet twice a month. He felt that they were working on so many important issues that he did not want them to be delayed by the additional responsibilities of the Charter Review.

Jason Halberg, Chair of the Comprehensive Plan Advisory Board indicated it would be a privilege to work on the Charter Review but he did not feel comfortable speaking on behalf of the rest of the Board without first discussing with them.

Council Member Jablonski asked what the hurry was. He asked if there was some pressing issue or could the Charter Review be performed six months from now.

Vice Mayor Hartmann asked if there was a statutory requirement to review the charter by a certain time. Town Attorney Poliakoff advised that the Charter Review should have been performed four years ago. He further advised that the current Charter requires the review to take place every four years. He felt that was something the Charter Review should look to amend and suggested every ten years. He also spoke of past district boundary reviews in line with the US Census. He suggested that the Town Council could choose a committee to review the Charter and the Town Council districts at the same time.

The Town Council discussed this proposal and quickly dismissed this idea. Town Attorney Poliakoff advised that another way to amend the Charter was through a Legislative Act. He further advised that the Town Council could serve as its own Charter Review Committee.

Mayor Breitzkreuz outlined a schedule to have the Committee start their work in September of 2021 with wording ready to be sent to the County in June of 2022, with placement on the ballot in November 2022.

Council Member Kuczenski asked how the redistricting process worked. Town Attorney Poliakoff explained that when the results of the US Census were received the Town had to engage a consultant to review the current population distribution among the four districts to ensure that they were relatively equal. If the consultant determined that they were not relatively equal the consultant would then offer various scenarios to equalize the population among the districts. Council Member Kuczenski indicated his support for the Town to engage a consultant independent from the Town. Vice Mayor Hartmann also voiced his support for this approach.

Council Member Jablonski also agreed that hiring a consultant for the district boundary review was the best approach. Going back to the Charter Review he felt there was ample time to consider and didn't feel there was need to appoint a special committee to perform the Charter Review.

Town Administrator Berns indicated that based on individual conversations he had with members of the Town Council he had already lined up a consultant to handle the redistricting effort. Originally, the Census data was due in March but that has since been pushed back to September.

Mayor Breitkreuz summarized the discussion regarding the Charter Review. He advised that the Town Council would convene this effort in the fall, possibly in September and would utilize the Comprehensive Plan or Drainage and Infrastructure Advisory Board to perform the review.

17. Founder's Park Mural

This item was addressed earlier in the meeting under Council Member Kuczenski's comments.

18. Approval of Minutes

a. January 28, 2021 Regular Meeting

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

MOTION: TO APPROVE THE JANUARY 28, 2021, REGULAR MEETING MINUTES.

19. Adjournment

Meeting was adjourned at 9:16 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 8th day of April, 2021.

Steve Breitkreuz, Mayor

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MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 15, 2021
Re: 2021-22 Board of Director Appointments

2020-2021 OFFICERS

President Traci Callari
Commissioner, Hollywood
1st Vice President Beverly Williams
Commissioner, Lauderdale Lakes
2nd Vice Bob Mayersohn
Vice Mayor, Parkland
Secretary Todd Drosky
Vice Mayor, Deerfield Beach
Treasurer Gary Resnick
Commissioner, Wilton Manors

DIRECTORS

Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Commissioner, Hillsboro Beach
Peggy Brown
Mayor, Weston
Felicia Brunson
Mayor, West Park
Joy Carter
Vice Mayor, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Commissioner, Broward County
Michelle Gomez
Mayor, Tamarac
Denise Grant
Vice Mayor, Lauderhill
Denise Horland
Councilmember, Plantation
Geoffrey Jacobs
Mayor, Pembroke Park
Anabelle Lima-Taub
Commissioner, Hallandale Beach
Wayne Messam
Mayor, Miramar
Heather Moraitis
Commissioner, Fort Lauderdale
Tim Neal
Councilmember, Sea Ranch Lakes
Lauren Odman
Commissioner, Dania Beach
Paul Rolli
Vice Mayor, Wilton Manors
Tommy Ruzzano
Commissioner, Margate
Iris Siple
Commissioner, Pembroke Pines
Elliot Sokolow
Commissioner, Lauderdale-by-the-Sea
Matthew Sparks
Commissioner, Oakland Park
Becky Tooley
Commissioner, Coconut Creek
Glenn Troast
Mayor, Lighthouse Point
Ana Ziade
Mayor, North Lauderdale

Samuel S. Goren, Esquire
*Goren Cherof Doody & Ezrol, PA
Legal Counsel*

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. The deadline for board appointments is April 30, 2021. The term will begin in May, 2021, and will end in May of 2022. The exact date in May is TBD.

Please forward the information below to scochrane@browardleague.org.

=====
Municipality: _____

Commissioner/Council Appointments: _____

Director: _____

Alternate: _____

Second Alternate: _____