

**RESOLUTION NO. 2015-044**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH ANZCO, INC. TO COMPLETE THE TRAIL IMPROVEMENTS IN THE COUNTRY ESTATES PARK; APPROVING A FY 2014-2015 BUDGETED APPROPRIATION FROM THE GENERAL FUND AND CAPITAL PROJECTS FUND, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town purchased the Country Estates Park in 2004 with grant funds from Broward County and Florida Communities Trust; and

**WHEREAS**, the Town has grant requirements to develop the Country Estates Park; and

**WHEREAS**, the Town recently completed construction of the restrooms, picnic pavilion, playground, parking area, ADA access, and removal of the exotic vegetation from the jurisdictional wetlands with grant funding; and

**WHEREAS**, the Town was awarded a \$34,027 Recreational Trails Program (RTP) Grant to develop the trails in Country Estates Park; and

**WHEREAS**, the Recreational Trails Program (RTP) is administered by the Florida Department of Environmental Protection in coordination with the U.S. Department of Transportation, and Federal Highway Administration (FHWA); and

**WHEREAS**, on March 23, 2015, the Town advertised Invitation for Bid (IFB) 15-001 for the Country Estates Park trail improvements; and

**WHEREAS**, on April 20, 2015, the Town received five (5) responses; and

**WHEREAS**, Anzco, Inc. was determined to be the most responsive and responsible bidder; and

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

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

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

**Section 2.** The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Anzco, Inc. for the construction of the trail improvement project in Country Estates Park as outlined in the Agreement attached hereto 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.** In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, a FY 2014-2015 Budget amendment is required because the agreement increases the Town's General Fund and Capital Projects Fund total annual expenditures in the amount of \$34,027 and \$68,054, respectively. This budget amendment enables the partial utilization of unassigned General Fund Fund Balance, which includes our Audited Fiscal Year 2014 increase of \$372,269 (\$3,830,892-\$3,458,623) for the Town's Grant matching portion, and which will provide for a transfer of funding to the Capital Projects Fund as follows:

<b>REVENUES:</b>	<b>INCREASE</b>	
General Fund:	Appropriated Fund Balance (001-0000-399-39900)	\$34,027
Capital Proj. Fund:	Transfer from the General Fund (301-0000-381-38103)	\$34,027
Capital Proj. Fund:	Federal Grant-Culture/Recreation (301-0000-331-33170)	\$34,027

<b>EXPENSES:</b>	<b>INCREASE</b>	
General Fund:	Transfer to the Capital Projects Fund (301-3900-581-91101)	\$34,027
Capital Proj. Fund:	Infrastructure: Country Estates Park (301-5300-572-63200)	\$68,054

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

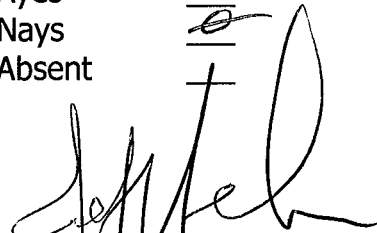
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 14<sup>th</sup> day of May, 2015, on a motion by G/m McKay and

seconded by G/m Jablonski.

Nelson Yes  
Fisikelli Yes  
Breitkreuz Yes  
Jablonski Yes  
McKay Yes

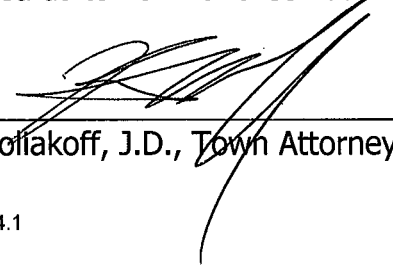
Ayes 5  
Nays 0  
Absent 1

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

ATTEST:

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

Approved as to Form and Correctness:

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

112417964.1



**AGREEMENT**  
**BETWEEN THE**  
**TOWN OF SOUTHWEST RANCHES**  
**AND**  
**ANZCO, INC**  
**FOR**  
**COUNTRY ESTATES PARK**  
**TRAIL IMPROVEMENTS**

AGREEMENT FOR  
**COUNTRY ESTATES PARK TRAIL IMPROVEMENTS**

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

**WHEREAS**, the TOWN desires to select a contractor for the purpose of Improving Country Estates Park Trails (“Project”); and

**WHEREAS**, the TOWN advertised an Invitation for Bids, IFB No. 15-001 on March 24, 2015 (“IFB”); and

**WHEREAS**, five (5) bids were received by the TOWN on April 20, 2015; and

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

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

**Section 1: Scope of Services**

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

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conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Agreement Sum (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).

- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, 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 Country Estates Park Trail Improvements.
- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within forty-five (45) calendar days beginning on the date of issuance of the building permit for the Work (the effective date of the Notice to Proceed) as stated in 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 of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
  - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
  - (iii) All Work has been completed; and
  - (iv) The Town's engineer/architect of record for the Project, Country Estates Park Trail Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

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

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

Contractor shall achieve final completion of the Work within fifteen (15) days after the date of Substantial Completion or no later than sixty (60) days from the issuance of the Notice to Proceed (“Final Completion Date”). Final Completion Date is defined as the date 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 with respect to the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;

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- (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, Country Estates Park Trail Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

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

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of Seventy-Nine Thousand Fifty Dollars (\$79,050.00).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4. Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5. A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work



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

**Section 4: Assignment**

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

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

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

**Section 6: Insurance**

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of A or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against

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who claims are made or suit is brought, and (c) 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 as providing any of the required insurance coverages required in this Agreement.

- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Two Hundred Thousand Dollars (\$200,000)** for each accident, and **Two Hundred Thousand Dollars (\$200,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
  - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
  - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
  - D. **ENVIRONMENTAL POLLUTION INSURANCE:**  
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the

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performance of any Work under this Agreement and, at any time thereafter, upon request by Town.

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

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

And

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

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

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

**Section 7: Copyrights and Patent Rights**

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

**Section 8: Laws and Regulations**

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

**Section 9: Taxes and Costs**

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

**Section 10: Indemnification**

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

**Section 11: Non-discrimination**

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

**Section 12: Sovereign Immunity**

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

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

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

**Section 14: No Third Party Beneficiaries**

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

**Section 15: Funding**

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

**Section 16: Manner of Performance**

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

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**Section 17: Public Records**

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Town without liability to Contractor. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

**Section 18: Termination**

The Agreement may be terminated upon the following events:

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
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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 or other funding source applicable, 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

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increase, decrease or otherwise modify the Work or the Agreement Sum 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 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

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

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

**Section 25: Gender**

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

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

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

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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



**Section 30: Severability**

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

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

**Section 32: Notice**

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

**If to Town:**

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

**With a copy to:**

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

**If to Contractor:**

Anzco, Inc.  
John Zak, President  
1009 NW 31<sup>st</sup> Avenue  
Pompano Beach, Florida 33069

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**Section 33: Miscellaneous**

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

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: ANZCO, INC., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 14<sup>th</sup> day of May 2015.

WITNESSES:

[Signature]  
\_\_\_\_\_

CONTRACTOR:

By: [Signature]  
John Zak, President  
\_\_\_\_ day of \_\_\_\_\_ 2015

TOWN OF SOUTHWEST RANCHES

By: [Signature]  
Jeff Nelson, Mayor

14<sup>th</sup> day of May 2015

By: [Signature]  
Andrew D. Berns, Town Administrator

14<sup>th</sup> day of May 2015

ATTEST:

[Signature]  
Russell Muñoz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]  
Keith M. Poliakov, Town Attorney

**Request for Taxpayer  
 Identification Number and Certification**

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

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

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

**3** Check appropriate box for federal tax classification; 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.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)  
9671 CAROUSEL CIRCLE SOUTH

**6** City, state, and ZIP code  
BOCA RATON, FL. 33434

**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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

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

or

**Employer identification number**

2	0	-	8	2	0	9	4	4	0
---	---	---	---	---	---	---	---	---	---


**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶  Date ▶ 5/7/15

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



ANZCO-1

OP ID: VS

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/07/2015

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

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

<b>PRODUCER</b> W.F. Roemer Insurance Agency 3775 NW 124 Avenue Coral Springs, FL 33065 Jonathan F. Remes		<b>CONTACT NAME:</b> Jonathan F. Remes <b>PHONE (A/C, No, Ext):</b> 954-731-5566 <b>E-MAIL ADDRESS:</b> jremes@roemer-ins.com		<b>FAX (A/C, No):</b> 954-731-8438
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Starr Surplus Lines Ins. Co.</b>		<b>13604</b>
		<b>INSURER B : Association Insurance Co.</b>		<b>11240</b>
		<b>INSURER C : Progressive Insurance Company</b>		<b>24252</b>
		<b>INSURER D : Zurich North America</b>		<b>16535</b>
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Emp Ben</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<b>X</b>	<b>SLPGGL02342-01</b>	<b>02/22/2015</b>	<b>02/22/2016</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Emp Ben.</b> \$ <b>1,000,000</b>
<b>C</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>CA03371531-0</b>	<b>11/18/2014</b>	<b>11/18/2015</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>WCV008883104</b>	<b>07/21/2014</b>	<b>07/21/2015</b>	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Equipment Floater</b>			<b>EC05814969</b>	<b>07/25/2014</b>	<b>07/25/2015</b>	

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

**Certificate Holder is included as an Additional Insured as required by written contract subject to policy terms and condition.**

**Project: Country Estates Park Trail Improvements**

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
<b>SOUTHWE</b>		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
<b>Town of Southwest Ranches</b> <b>Building Department</b> <b>Andrew D. Berns Town Admin</b> <b>13400 Griffin Road</b> <b>Southwest Ranches, FL 33330</b>		AUTHORIZED REPRESENTATIVE 	

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

BIDDER: ANZCO INC

**BID AND PROPOSAL FORM**

**COUNTRY ESTATES PARK – TRAIL IMPROVEMENTS**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1.	Construct 8' Wide Trail	700 LF	\$ <u>24.00</u>	\$ <u>16,800.00</u>
2.	Construct 10' Wide Trail	250 LF	\$ <u>25.00</u>	\$ <u>6,250.00</u>
3.	Construct 12' Wide Trail	2000 LF	\$ <u>28.00</u>	\$ <u>56,000.00</u>

TOTAL CONSTRUCTION BID ITEMS (BASE BID) = \$ 79,050.00

**ESTIMATED AREA QUANTITIES (FOR INFORMATIONAL PURPOSES ONLY):**

Clear and Grub (Ref. EXHIBIT Sheet 1 of 3)	=	10000 SY
Stripping and De-mucking* (Ref. EXHIBIT Sheet 2 of 3)	=	4300 SY
Finish Grading (Ref. EXHIBIT Sheet 3 of 3)	=	9000 SY
Seeding and Mulching** (Ref. EXHIBIT Sheet 3 of 3)	=	10700 SY

\* Reference Geotechnical Engineering Report for average depth information.

\*\*Includes seeding and mulching existing trail and 5' beyond each edge of trail.

The unit price for these items shall be full compensation for furnishing and constructing the trails and appurtenances as shown on the DRAWINGS, EXHIBIT and/or as described herein. These items include, but are not limited to the following: all mobilization/demobilization activities, labor, equipment, fill purchase and delivery to site, loading & unloading, trucking, stripping, de-mucking, stockpiling, stringing, excavation, sheeting, shoring, dewatering, filling, placing, moving, backfilling, compacting, grading, insurance, scheduling and all other necessary items to complete this item.

Measurement for payment shall be the linear feet of trail actually installed as determined by measurement along the horizontal centerline of the trail in place.

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



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

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Bidder/Proposer shall refer to "SECTION 102010 GEOTECHNICAL DATA" on Construction Drawings cover sheet.

Geotechnical Engineering Report for this Project was prepared by Universal Engineering Sciences, bearing Project No. 0630.1400120 and Report No. 13000. A copy of this report is available upon request for informational purposes only. This report is not part of the Contract Documents. Additional soil borings can be performed by Contractor only after permission is granted from Town and a schedule to do so has been provided.

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

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

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

NAME: ANZCO INC

ADDRESS: 9671 CAROUSEL CIRCLE SOUTH

FEIN: 20 - 0208440

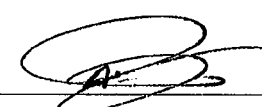
LICENSE NUMBER: CGC1518065 STATE OR COUNTY: FLORIDA

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

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

LICENSEE SIGNATURE: 

LICENSEE NAME: JOHN B. ZAN


BIDDER'S SIGNATURE: 

BIDDER'S NAME: ANZCO INC

BIDDER'S ADDRESS: 9671 CAROUSEL CIRCLE SOUTH BOCA RATON FL

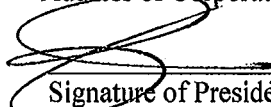
BIDDER'S PHONE NUMBER: Office: 561-988-0022 Cell: 561-699-3602

BIDDER'S EMAIL ADDRESS: JZAN@ANZCO.INC.COM

By: 

ANZCO INC  
Name of Corporation/Entity

9671 CAROUSEL CIRCLE SOUTH  
Address of Corporation/Entity

  
Signature of President or Authorized Principal

By: JOHN B. ZAN

Title: PRESIDENT

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

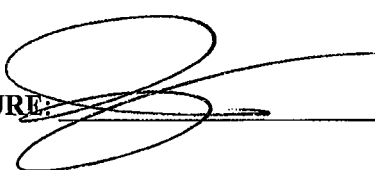
**DRUG FREE WORKPLACE**

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: ANZKO INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

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

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to TOWN OF SOUTHWEST RANCHES  
by JOHN W. ZAN  
for ANZCO INC  
whose business address is 9671 CAMDEN CIRCLE SOUTH  
TOCA RATED PL. 33434  
and (if applicable) its Federal Employer Identification Number (FEIN) is 20-8208440

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

BIDDER: ANZCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

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

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

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

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

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

**[Signatures on next page]**

BIDDER: ANCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

By: [Signature]  
JOHN B. ZAI  
(Printed Name)  
PLRS 10845  
(Title)

Sworn to and subscribed before me this 17 day of April, 2015

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

Or Produced Identification Florida Driver License  
(Type of Identification)

Notary Public - State of Florida  
[Signature]  
Notary Signature

My Commission Expires \_\_\_\_\_



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

BIDDER: ANZCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

NON-COLLUSION AFFIDAVIT

State of FLORIDA )  
 ) ss:  
County of PALM BEACH )

JOHN B. ZAH being first duly sworn deposes and says that:

- (1) He/She is the PRESIDENT/OWNER (Owner, Partner, Officer, Representative or Agent) of ANZCO 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]

BIDDER: ANZCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

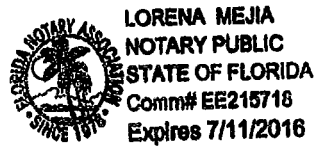
By: [Signature]  
JOHN P. ZAI  
(Printed Name)  
PRESIDENT  
(Title)

Sworn to and subscribed before me this 17 day of April, 2015,

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

Or Produced Identification Florida Drivers License  
(Type of Identification)

Notary Public - State of Florida  
[Signature]  
(Notary Signature)



My Commission Expires: \_\_\_\_\_

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

BIDDER: ANZO INC



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

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

State of FLORIDA )  
 ) ss:  
County of DALY BURN )

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 1/9, 2007, the following resolution was duly passed and adopted:

"RESOLVED, that JOHN B. ZAK, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, 4/20, 2005, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

C. Z. B.  
Secretary:

(SEAL)

BIDDER: ANSCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

Bond No. N/A

**BID BOND**

State of FLORIDA )  
) ss:  
County of BROWARD )

KNOW ALL MEN BY THESE PRESENTS, that we, ANZCO, Inc.  
\_\_\_\_\_, as Principal, and Philadelphia Indemnity 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 offive Percent of 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 April 20th 20 15for

**“IFB No. 15-001: COUNTRY ESTATES PARK TRAILS IMPROVEMENT”**

NOW, THEREFORE,

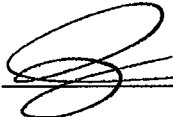
- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable 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 20th day of April, 20 15, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

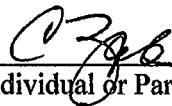
BIDDER: ANZCO, Inc.

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

By:  JOHN R. ZAL

Title: PENSIONER

IN PRESENCE OF:   
(Individual or Partnership Principal)


(SEAL)

9671 Carousel Circle South  
(Business Address)

Boca Raton, FL 33434  
(City/State/Zip)

(561) 488-0822  
(Business Phone)

SURETY: Philadelphia Indemnity Insurance Company

By:   
Allyson Foss, Attorney-In-Fact & Florida  
Licensed Resident Agent

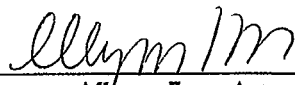
(SEAL) Inquiries: (321) 800-6594 One Bala Plaza, Suite 100  
(Business Address)

Bala Cynwyd, PA 19004-0950  
(City/State/Zip)

(800) 765-9749  
(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:   
Allyson Foss, Attorney-In-Fact & Florida  
Name: Licensed Resident Agent

Date: April 20, 2015

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Allvson Foss and Jorge L. Bracamonte of JCA Surety Group, LLC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

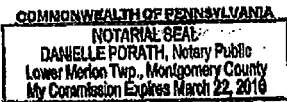
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 7<sup>th</sup> day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of April, 2015.

  
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

TOWN OF SOUTHWEST RANGES, FLORIDA  
 Invitation for Bids  
 IFB No. 13-009

**GOVERNMENTAL CONTACT INFORMATION**

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
CITY OF CORAL SPRINGS	9551 W. SAMPLER ROAD CORAL SPRINGS, FL. 33065	954-344-1104	HARRY GONZALEZ CONSTRUCTION MGR
TOWN OF OCEAN RIDGE	6450 N. OCEAN BLVD OCEAN RIDGE, FL. 32435	561-732-2433	KEN SCHUNK TOWN MANAGER
CORAL SPRINGS WWT	3800 NUD BETH AVE CORAL SPRINGS, FL. 33065	954-290-9034	ISSAK KANNAN CITY ENGINEER
DAILY BEACH CO. FACILITIES	2633 VISTA PARKWAY L.D.B., FL. 33411	561-233-0260	JERRY KISTLY PROJECT MANAGER
CITY OF BOYNTON BEACH	100 EAST BOYNTON BEACH BLVD BOYNTON, FL. 33425	561-628-8638	KENNEDY DANKOFF PROJECT MGR.
CITY OF HOLLYWOOD	1621 NE 14TH AVE HOLLYWOOD, FL. 33022	954-921-3930	BREN SCHUBERT MANAGER

BIDDER: ANECO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

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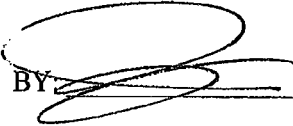
**ACKNOWLEDGMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

JOHN T. ZAY, 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 ANZCO INC's failure to comply with such regulations.

ATTEST 

ANZCO INC  
CONTRACTOR

BY 

JOHN T. ZAY  
Print Name

Date: 4/15/15

BIDDER: ANZCO INC.

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1518065

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016



ZAK, JOHN BRUNO  
ANZCO INC  
1009 NW 31ST AVE  
POMPANO BEACH FL 33069



ISSUED: 07/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407200001924

**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: JOHN B. ZAK

Bidder's Name: ANCO INC

Bidder's Address: 9671 CALOUSH CIRCLE SOUTH  
DADE COUNTY, FL.

Bidder's Phone Number: 561-699-3602

Bidder's Email: JZAK@ANCOINC.COM

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

CGC1518065  
\_\_\_\_\_  
\_\_\_\_\_

**[Signatures on next page]**



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

BIDDER: ANZCO INC

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 17 day of April, 2015 by JOHN P. ZAL of ANZCO INC. (Bidder), who is personally known to me or who has produced Florida Drivers License as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

Lorena Mejia  
Notary Signature



LORENA MEJIA  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE215718  
Expires 7/11/2016

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

BIDDER: ANZCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Invitation for Bids  
IFB No. 13-009

**BIDDER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: RIVER SIDE PARK  
Contract Amount: 90,000.00  
Contract Date: 6/15/13  
Client Name: CITY OF CORAL SPRINGS  
Address: 9551 W. SAYLER ROAD CORAL SPRINGS FL.  
Contact Person: PAUL KESLER  
Contact Person Tel. No.: 954-345-2200

Project Name: FRED GARDEN PARK  
Contract Amount: 70,000.00  
Contract Date: 7/1/13  
Client Name: CITY OF CORAL SPRINGS  
Address: 9551 W. SAYLER ROAD CORAL SPRINGS FL  
Contact Person: PAUL KESLER  
Contact Person Tel. No.: 954-345-2200

Project Name: CAM D. HILARI PARK  
Contract Amount: 170,000.00  
Contract Date: 11/1/11  
Client Name: PBC FACILITIES  
Address: 2633 VISTA PARKWAY LIPSB, FL. 33911  
Contact Person: A. Longo  
Contact Person Tel. No.: 561-233-0260

BIDDER: ARCO INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

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**SUBCONTRACTORS LIST**

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

<u>CLASSIFICATION OF WORK</u>	<u>NAME AND ADDRESS OF SUBCONTRACTOR</u>
<i>NONE - SELF PERFORMING</i>	

BIDDER: *ANISO INC*

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

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**ACKNOWLEDGEMENT OF ADDENDA**

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

Addenda No.1 2/13/15

Addenda No.2 2/13/15

Addenda No.3 2/14/15

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

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

BIDDER: ANECO INC

**ADDENDUM #1**

**COUNTRY ESTATES PARK TRAIL IMPROVEMENTS  
IFB # 15-001**

**Question:** On page 7 section iv. Duration of Bonds – the IFB states the Performance Bond guarantees all work for up to 10 years.

**Answer:** This is a typographical error. The correct guarantee is for one (1) year.

**Question:** On page 8 section v. Non-Compliance - It states that An awarded bidder's failure to timely deliver an executed Contract, Performance Bond, Payment Bond, and Insurance Certificates in forms acceptable to the Town shall result in cancellation of any Contract and the bidder's forfeiture of any and all bid securities.

On page 13 No. 22.. Cancellation - It states that in the failure on the part of the awarded Bidder to comply with the terms of this IFB and to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Bid security. In that event, Town may proceed to award the Contract to the next lowest, responsive and responsible bidder, or to re-advertise the project, and in its sole discretion whenever deemed in the best interests of the Town. Which means that we lose the 5% bid security, correct?

**Answer:** Yes.

**Question:** On page 60 No. 6.5 of Section 6: Insurance it states that If the contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.

Does this mean that we, being the contractor shall not lose the 5% Bid Security, or is this specific to Liability Insurance? I need clarification as the statements seem to be contradicting

**Answer:** No. "Without liability to the Contractor" means Town has no liability to the Contractor. If it said "Without liability of the Contractor" that would mean the Contractor would not be liable.

**Question:** Page 44 Governmental Contact Information - Is this portion a requirement? If we do not have prior business conducted with a Government, or Quasi-government agency, will we still be eligible to bid on this project? We do have experience, but in the private sector.

**Answer:** The form must be accurately completed, (indicate if there's no applicable information) and return the form as required.

**Question:** The Exhibit sheet drawings are not clear. Is a more legible copy available?

**Answer:** Please see the attached copy.

**Question: What fees, rates or permits are associated with the project?**

**Answer: All fees, rates or permits necessary to complete the project will be a pass-through to the Town.**

Please remember all questions or concerns regarding the change in the Bid Opening/Due Date are to be submitted in writing to: [jromance@southwestranches.org](mailto:jromance@southwestranches.org) .

**Juanita Romance  
Procurement and Special Projects Coordinator  
April 13, 2015**

## **ADDENDA #2**

### **COUNTRY ESTATES PARK TRAIL IMPROVEMENTS IFB # 15-001**

**CORRECTION:** Referencing the DRAWINGS (Country Estates Park Trail Improvements) cover sheet under GENERAL NOTES No. 11. Fill material shall be suitable fill material as defined in SECTION 02200 – EARTHWORK ii. FILL PRODUCTS for ‘TYPE A’ fill. Use of onsite, stockpiled fill in place prior to construction shall not be used. There shall be no future lake excavation option available to contractor for this phase of the project improvements.

**CLARIFICATION:** The suitable fill material (TYPE ‘A’) and the specified placement and compaction of suitable fill material as referenced on the DRAWINGS (Country Estates Park Trail Improvements cover sheet under SECTION 02200 – EARTHWORK shall be furnished and placed as specified to replace all excavated unsatisfactory material (peat) removed from within the trail sections limits as depicted on EXHIBIT Sheet 2 of 3. Excavated unsatisfactory material (peat) shall be stockpiled at one or more onsite locations as determined by the Town Engineer. The selected stockpiled locations shall be open and not require extensive vegetation and trash removal (e.g. dead or live trees, large brush, boulders, etc.) prior to placement of material. At the Town Engineer’s discretion, where ‘stockpiled’ fill is called for within the sloped and berm areas immediately adjacent to the proposed trail (reference EXHIBIT, Sections B-1, B-2, B-3 and B-5), contractor may use excavated, unsuitable material (peat) removed from the proposed trail areas to supplement required clean fill.

**CLARIFICATION:** Referencing EXHIBIT, Sheet 2 of 3, Sections B-1, B-2, B-3 and B-5 there is an unidentified darkened layer shown on the surface of the ‘PROPOSED TRAIL’. This area represents not less than 2 inches, nor more than 3 inches of organic top soil material as specified in FDOT Section 987 and shall be placed on top of compacted clean Type A fill within the ‘PROPOSED TRAIL’ limits.

Please remember all questions or concerns regarding the change in the Bid Opening/Due Date are to be submitted in writing to: [jromance@southwestranches.org](mailto:jromance@southwestranches.org) .

**Juanita Romance  
Procurement and Special Projects Coordinator  
April 13, 2015**

**ADDENDA #3**

**COUNTRY ESTATES PARK TRAIL IMPROVEMENTS  
IFB # 15-001**

**QUESTION:** Will all unsuitable material (Peat) excavated from the trail be allowed by the Engineer to be utilized within the sloped or berm areas?

**ANSWER:** The unsuitable material may be too organic in content including excessive roots and insufficiently decomposed vegetative debris mixed with larger than acceptable aggregate sizes (> 3 in. diameter), and depending upon prevailing weather and groundwater conditions at the time of construction, too saturated for the material that is usable to be placed and shaped in accordance with the plans and specifications. Therefore, the bidder is cautioned to not assume 'all' of the unsuitable material can be used for the purpose of shaping the sloped and berm areas of the trails. It is however, reasonable to anticipate 'some' of the unsuitable material can be used to supplement the required clean fill at the discretion of the Town Engineer.

Please remember all questions or concerns regarding the change in the Bid Opening/Due Date are to be submitted in writing to: [jromance@southwesttranches.org](mailto:jromance@southwesttranches.org) .

**Juanita Romance  
Procurement and Special Projects Coordinator  
April 14, 2015**



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

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**OUTSTANDING LIABILITY CLAIMS**

Please list the following information for **all** outstanding Liability Claims:

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: \_\_\_\_\_

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

BIDDER: ANZCO INC

**SPECIFICATIONS**

**GENERAL SPECIFICATIONS:**

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

**Item No. 1 CONSTRUCT EIGHT (8) FOOT WIDE TRAIL:**

This item consists of constructing an eight (8) foot wide nature trail generally located immediately north of the existing jurisdictional wetland area connecting the eastern and western multi-purpose trails as shown on the DRAWINGS and EXHIBIT. This item includes all work associated with the complete installation of the trail, which is approximately 700 feet in length. The trail improvement includes, but is not limited to, clearing and grubbing of all areas as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; removal and offsite disposal of all rubbish and debris other than soils; complete removal and stockpiling of all unsuitable soil and unsatisfactory materials, including but not limited to organic materials, muck, marl and roots to location(s) designated by the Town Engineer and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 2 of 3; furnishing, filling, grading, leveling, finishing and compaction of suitable fill material as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; grassing and mulching of all work areas (and any disturbed areas outside of work area as a result of project construction) in accordance with FDOT Specifications Sections 570, 981, 982 and 983 (seeding and mulching only, no sodding shall be required for this item) and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 3 of 3.

**Item No. 2 CONSTRUCT TEN (10) FOOT WIDE TRAIL:**

This item consists of constructing a ten (10) foot wide multi-purpose trail generally located immediately between the boundary line of the existing jurisdictional wetland area and the west boundary line of the park. The trail represents a narrowing of the typical twelve (12) foot wide multi-purpose trail resulting from the close proximity of the central wetland area to the parks western boundary line which is also encumbered by a narrow wetland area as shown on the DRAWINGS and EXHIBIT. This item includes all work associated with the complete installation of the trail, which is approximately 250 feet in length. The trail improvement includes, but is not limited to, clearing and grubbing of all areas as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; removal and offsite disposal of all rubbish and debris other than soils; complete removal and stockpiling of all unsuitable soil and unsatisfactory materials, including but not limited to organic materials, muck, marl and roots to location(s) designated by the Town Engineer and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 2 of 3; furnishing, filling, grading, leveling, finishing and compaction of suitable fill material as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; grassing and mulching of all work areas (and any disturbed areas outside of work area as a result of project construction) in accordance with FDOT Specifications Sections 570, 981, 982 and 983 (seeding and mulching only, no sodding shall be required for this item) and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 3 of 3.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Country Estates Park Trail Improvements  
IFB No. 15-001

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**Item No. 3 CONSTRUCT TWELVE (12) FOOT WIDE TRAIL:**

This item consists of constructing a twelve (12) foot wide multi-purpose trail generally located along the eastern, southern and western park boundary lines and borders the east, south and west boundary of the existing jurisdictional wetland area as shown on the DRAWINGS and EXHIBIT. This item includes all work associated with the complete installation of the trail, which is approximately 2000 feet in length. The trail improvement includes, but is not limited to, clearing and grubbing of all areas as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; removal and offsite disposal of all rubbish and debris other than soils; complete removal and stockpiling of all unsuitable soil and unsatisfactory materials, including but not limited to organic materials, muck, marl and roots to location(s) designated by the Town Engineer and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 2 of 3; furnishing, filling, grading, leveling, finishing and compaction of suitable fill material as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; grassing and mulching of all work areas (and any disturbed areas outside of work area as a result of project construction) in accordance with FDOT Specifications Sections 570, 981, 982 and 983 (seeding and mulching only, no sodding shall be required for this item) and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 3 of 3.

**CONTRACTOR QUALIFICATIONS**

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

**SATELLITE MATERIALS STORAGE AND STAGING FACILITY**

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

**EQUIPMENT**

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

**SPECIAL REQUIREMENTS**

1. The President/Chief Operating Officer of the contracting firm must be available to participate in meetings with the Town with 48 hours of notification.
2. The Contractor shall comply with all OSHA safety requirements while working in the Town's road rights-of-way. All personnel working in the Town's rights-of-way will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests.



## Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

November 13, 2015

Ms. Emily McCord  
Community Services  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330

Re: Fishing Hole Trailhead Project  
Recreational Trails Program Project No. T12B21

Dear Ms. McCord:

Attached is the executed amendment that provides for a revised work plan (Attachment A of the Project Agreement), for this project. Also, please be aware that the project completion date for this project is **April 29, 2016**. This is the date by which all grant related construction must be completed and all grant related expenses paid. Please submit the final payment request no later than 45 days from the completion of the Project.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Tamika Bass".

Tamika Bass  
Community Assistance Consultant  
Office of Operations  
Land and Recreation Grants Section  
MS#585

TB/  
Attachment

T12B21  
(RTP Contract Number)

T2B21  
(DEP Contract Number)

**FIRST AMENDMENT TO  
DEP AGREEMENT NO. T2B21  
RECREATIONAL TRAILS PROGRAM  
TOWN OF SOUTHWEST RANCHES – FISHING HOLE TRAILHEAD PROJECT  
(A/K/A FISHING HOLE PARK-TRAIL IMPROVEMENTS)**

**Non-Motorized Diverse Use**

**THIS FIRST AMENDMENT TO DEP AGREEMENT NO. T2B21** (“First Amendment”) affects the Fishing Hole Trailhead Project (a/k/a Fishing Hole Park-Trail Improvements) and is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the “DEPARTMENT”) and the TOWN OF SOUTHWEST RANCHES (the “GRANTEE”).

**RECITALS:**

**WHEREAS**, on or about April 29, 2014, the Department and Grantee entered into a Florida Recreational Trails Program Project Agreement No. T12B21 (the “Agreement”) for the recreational trail project known as the Fishing Hole Trailhead Project (a/k/a Fishing Hole Park-Trail Improvements) (“Project”).

**WHEREAS**, the Agreement collectively includes Attachments A, B, C, and D, and such Agreement and its Attachments are incorporated herein by reference.

**WHEREAS**, Grantee has requested revisions to the Agreement, to provide consistency between the Project Elements, the Work Plan deliverable tasks and deliverable dates.

**WHEREAS**, the Department and the Grantee have confirmed that such revisions are within the parameters of the Agreement.

**WHEREAS**, Paragraph 3 of the Agreement also requires that revisions to Attachment A be reduced to writing in an amendment to the Agreement.

**WHEREAS**, the Department is willing to revise the Agreement, all as more particularly set forth in this First Amendment.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Recitals. The Recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. Amendments to the Agreement. The Agreement is hereby revised and/or modified as follows:

a.) The second sentence in Paragraph 1, on Page 1, is hereby deleted in its entirety, and the following is hereby substituted in lieu thereof: "The Project Agreement is effective as of April 29, 2014 and ends on April 29, 2016, subject to post-completion submission requirements."

b.) Attachment A is hereby deleted in its entirety, and the Attachment A annexed to this First Amendment, entitled "Recreational Trails Program Project Work Plan" (Revised 7/30/15), is hereby substituted in lieu thereof. From and after the date of this First Amendment, the phrase "Attachment A" shall mean the Attachment A annexed to this First Amendment.

c.) A portion of Paragraph 5 is hereby modified as follows (deletions are shown as stricken and additions are underlined):

The following shall be considered the Project Elements, which may be modified by the Department upon a showing of good cause, and that the spirit and intent of the Project is maintained: construction/installation of trailhead improvements including ~~with nine space stabilized grass parking area,~~ bike rack, horse wash rack, horse corral, equestrian mounting block, bench, ~~drinking fountain,~~ 3,200 +/-2,900 LF of eight-to-twelve feet ~~feet~~ wide, natural surface trail ~~connector,~~ eight-way-finding signs, directional signs and an acknowledgement sign and related support facilities.

d.) Paragraphs 26 and 40 are hereby revised to update the name and address of the Department's Grant Manager, for the purpose of the Agreement, to: Linda Reeves (or her successor), Recreational Trails Program, Office of Operations, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS 585, Tallahassee, FL 32399-3000.

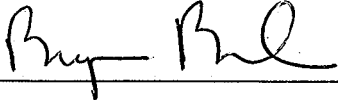
3. Ratification. Except as modified by this First Amendment and its Attachment A, the Agreement is hereby ratified and confirmed and remains in full force and effect. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall control.

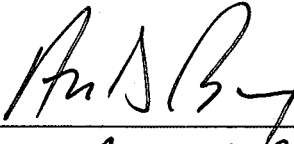
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed as of the day and year last written below.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

TOWN OF SOUTHWEST RANCHES


By:   
Director (or Designee)  
Office of Operations

By:   
Printed Name: ANDREW D BERNIS  
Title: TOWN ADMINISTRATOR


Date: 11-10-15

Date: 10/14/15

Address:  
13400 Griffin Road  
Southwest Ranches, Florida 33330

  
DEP Grant Manager

Approved as to form and legality:

  
DEP Attorney

N/A  
GRANTEE'S ATTORNEY (if required)

\*For agreements with governmental boards/commissions: If someone other than the Chairman signs this agreement, a resolution, statement, or other document authorizing that person to sign on behalf of the Grantee must accompany this agreement.

**LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS FIRST AMENDMENT:**

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	A	Recreational Trails Program Project Grant Work Plan Town of Southwest Ranches – Fishing Hole Trailhead Project (a/k/a Fishing Hole Park-Trail Improvements) RTP Project # T12B10 (Revised 7/30/15) (2 pages)

**ATTACHMENT A**  
**RECREATIONAL TRAILS PROGRAM PROJECT GRANT WORK PLAN**  
**Town of Southwest Ranches – Fishing Hole Trailhead – Nonmotorized-Diverse Use**  
**RTP Project #T12B21**

**Project Tasks, Deliverables, Associated Costs & Completion Dates**

Project Task and Deliverable Descriptions	Amount of Costs to be Paid with RTP Funds	Amount of Costs to be Grantee Match (per ratio noted in Application)	Total Estimated Cost for Each Deliverable (RTP + Match)	Completion Date for Each Deliverable	Indicate if to be bid or in-house or combination
<p><b>#1 Task Description:</b> 100% construction of 2,950 Linear Feet of eight-to-twelve foot wide surface natural surface trail, construction/installation of trailhead improvements, and related support facilities.</p>	\$34,027	\$34,027	\$68,054	4/29/16	bid
<p><b>#1 Task Deliverables:</b> 100% construction of 2,950 Linear Feet of eight-to-twelve foot wide surface natural surface trail, including earthwork, demucking, filling, grading and seeding; installation of trail way-finding, directional and acknowledgement signage; construction/installation of trailhead improvements including a bike rack, horse wash rack, a 16 x 16-foot horse corral, equestrian user mounting block, and one bench.</p>					
<b>TOTALS</b>	<b>\$34,027</b>	<b>\$34,027</b>	<b>\$68,054</b>		

**Performance Standard:** Approval of deliverables is based upon review for compliance with the requirements for funding under the Recreational Trail grant program; approved plans and application approved for funding.

**Financial Consequences:** Failure to meet the performance standard will result in the rejection of the invoice for reimbursement and claim for match.

**Instructions and Explanation of Grant Work Plan**



**Task Description:** Include description of task to be completed under this Agreement.

**Task Deliverable:** Identify what will be completed at the time of the request for reimbursement. If it is part of a construction task, identify what part of the construction will be completed at this point. May be the percentage of completion, amount/number, length, width, surface, etc. Identify what will be submitted as proof of completion (dated photographs, certification of completion, copies of permits, copies of approved plans, etc. One task can have multiple deliverables. Each deliverable must have a detailed budget and completion date.

**Note:** If task will be contracted and/or subcontracted, a copy of the fully executed contract between the RTP project sponsor and the contractor must be identified as a deliverable under the Task Description and submitted to Robin Birdsong, or her designee.

**Number of Deliverables:** Grantee should note as many deliverables as needed to properly complete project, and accommodate required cash flow.

**RTP Funds and Grantee Match:** Totals must equal amounts indicated in Project Agreement. RTP funds proportionately in every deliverable. Example - 80% RTP, 20% Grantee Match; must show 80% RTP funds in every deliverable.

**Amount of Costs to be paid with RTP Funds:** Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services). The same level of detail must be identified for the match being claimed under this Agreement.

**Schedule of Values:** A schedule of values, developed per the construction industry standard, must be submitted with the Commencement Documentation. All invoices submitted as part of the reimbursement process must correspond with Attachment A and the Schedule of Values.

**Reimbursements:** No reimbursement will be made until deliverable item is completed, and documentation is submitted and approved by the Department Grant Manager. Deliverables must be tied to a physical product, i.e. copy of permit, signed/sealed boundary map, construction documents, quarterly status report (with photos), viewed on site by Robin Birdsong or her designee.

**Change in Costs of Deliverables:** Any revisions to Attachment A must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.