



Southwest Ranches Town Council

REGULAR MEETING

Agenda of November 15, 2018

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
 - a. **Colors presented by Boy Scout Troop 160**
3. **Selection of Vice Mayor**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

4. **Veteran's Day Recognition - Poem Recital by Boy Scout Troop 224**
5. **Eagle Scout Project - Jonathan DiPasquale**
6. **Public Comment**

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

7. **Board Reports**
8. **Council Member Comments**
9. **Legal Comments**
10. **Administration Comments**

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTINUING SERVICES AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC. FOR ROADWAY REPAIR AND TRAFFIC SIGN MAINTENANCE SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT WITH BROWARD COUNTY FOR THE LITIGATION STYLED CITY OF SUNRISE ET. AL. VS. BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

14. **Potential Rezoning of Flamingo Road Corridor - Mayor McKay**
15. **Approval of Minutes**
 - a. **September 27, 2018 Sole Purpose Meeting**
 - b. **September 27, 2018 Second Budget Hearing**
 - c. **October 11, 2018 Regular Meeting**
16. **Adjournment**

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



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

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

Town Council
Doug McKay, Mayor
Freddy Fisikelli, Vice Mayor
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/10/2016
SUBJECT: Appointment of New Vice Mayor

Recommendation

Town Staff is requesting Town Council's consideration and appointment of Vice Mayor of the Town of Southwest Ranches for the upcoming year.

Strategic Priorities

A. Sound Governance

Background

Section 2.03 of the Town's Charter addresses the position of Vice Mayor. The Vice Mayor shall be elected from among Council Members. It requires a majority vote of the Council. This Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

The vote takes place in November of each year. The Vice Mayor shall serve for a period of one year. No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Appointment of Vice Mayor - TA Approved	11/8/2017	Resolution

RESOLUTION NO. 2018 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER GARY JABLONSKI AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2003 the Town’s electorate amended Section 2.03 of the Town’s Charter to provide for the annual appointment of the Town’s Vice Mayor; and

WHEREAS, on November 7, 2006 the Town’s electorate further amended Section 2.03 of the Town’s Charter to provide that the Vice Mayor shall be elected from among Council Members for a period of one year by a majority of the Council in November of each year; and

WHEREAS, no Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor; and

WHEREAS, this Resolution serves to comply with the Town’s Charter by appointing a new Vice Mayor.

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 appoints Council Member Gary Jablonski as the new Vice Mayor of the Town of Southwest Ranches.

Section 3: This Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this 9th day of November 2017, on a motion by _____

and seconded by _____.

McKay _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

114525801.1



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

(954) 434-0008 Town Hall
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Town Council
Doug McKay, Mayor
Freddy Fisikelli, Vice Mayor
Steve Breitreuz, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 11/15/2018
SUBJECT: Weekley Asphalt Paving, Inc. Continuing Contract for Roadway Repairs and Traffic Sign Maintenance Services

Recommendation

Consideration of a Resolution approving a continuing services contract agreement with Weekley Asphalt Paving, Inc. for Roadway Repairs and Traffic Sign Maintenance Services.

Strategic Priorities

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

Background

The current contract for Roadway Repairs and Traffic Sign Maintenance Services with Weekley Asphalt Paving Inc. expires on November 2, 2018.

On August 3, 2018, the Town advertised Invitation for Bid (IFB) 18-005 titled Continuing Contract for Roadway Repairs and Traffic Signs Maintenance Services. On September 6, 2018, the Town received two responses: Weekley Asphalt Paving, Inc. and Florida Blacktop, Inc. Both bids were found to be responsive and responsible and met all the requirements stipulated in IFB 18-005. After reviewing both base and additive unit pricing, Weekley Asphalt Paving, Inc. was found to be the lowest overall combined total unit bidder.

The continuing contract allows the Town to use Weekley Asphalt Paving, Inc. on an as-needed basis to repair roads including guardrails, striping as well as minor drainage improvements and to maintain traffic signs in accordance with the IFB and accompanying Agreement. A breakdown of unit prices with comparison to the other bidder and the existing 2012 Weekley Asphalt Paving, Inc. contract can be found in Exhibit B.

Fiscal Impact/Analysis

Funds are available in the FY 2018-2019 Budget Municipal Transportation Fund accounts #101-5100-541-53100 (Road Materials – Gen. & / Emergencies) and #101-5100-541-53200 (Traffic Signs) in the amount of \$130,000 and \$15,000, respectively.

Staff Contact:

Rod Ley, P.E., Town Engineer
Mara Semper, Procurement & Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/8/2018	Resolution
Agreement - Exhibit A	9/17/2018	Agreement
Unit Price Analysis - Exhibit B	10/11/2018	Exhibit

RESOLUTION NO. 2019 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTINUING SERVICES AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC. FOR ROADWAY REPAIR AND TRAFFIC SIGN MAINTENANCE SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVING AN EFFECTIVE DATE.

WHEREAS, the Town desires the services of a qualified firm for roadway repairs and traffic sign maintenance; and

WHEREAS, on August 3, 2018, the Town advertised Invitation for Bid 18-005 titled Continuing Contract for Roadway Repairs and Traffic Signs Maintenance Services; and

WHEREAS, on September 6, 2018, the Town received two (2) responses; and

WHEREAS, Weekley Asphalt Paving, Inc. was found to be the lowest responsive and responsible bidder; and

WHEREAS, this continuing contract will allow the Town to use Weekley Asphalt Paving, Inc. on an as-needed basis to repair roads and to maintain traffic signage as directed by formal work orders issued by the Town; and

WHEREAS, the Town desires to enter into a continuing contract with Weekley Asphalt Paving, Inc. for roadway repairs and traffic sign maintenance services in accordance with the terms and conditions set forth in IFB. No. 18-005 and the accompanying Agreement.

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

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

Section 2. The Town Council hereby approves an Agreement with Weekley Asphalt Paving, Inc. for roadway repairs and traffic sign maintenance, in accordance with the terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "A", which is incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into an Agreement in substantially the same form as

attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this 15TH day of November, 2018 on a motion

by _____ and seconded by _____.

McKay _____
Fisikelli _____
Hartmann _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney



EXHIBIT "A"

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

WEEKLEY ASPHALT PAVING, INC.

FOR

**CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
MAINTENANCE SERVICES**

IFB No. 18-005

AGREEMENT FOR
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE
SERVICES

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 2nd day of November 2018 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to conduct Roadway Repairs and Traffic Signs Maintenance (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 18-005 on August 3, 2018 (“IFB”); and

WHEREAS, 2 bids were received by the Town on September 6, 2018; and

WHEREAS, the Town has adopted Resolution No. 201_ - ____ at a public meeting of the Town Council approving the recommended award and has selected Weekley Asphalt Paving, 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.
- 1.3 Contractor’s work shall be provided to Town based solely upon written requests provided by the Town Administrator or designee in advance of Contractor providing any of the Work (“Work Authorizations”). In general, the Work shall include roadway repairs and traffic signs maintenance

services including roadway pothole repairs, small quantity paving, drainage pipes and inlet repairs, drainage swale repairs, installation or restoration of pavement markers and striping, and traffic signs repairs and installation, all more specifically described in Exhibit "B." Work performed by the Contractor without Work Authorization shall be performed at Contractor's sole cost and expense and Contractor shall not be entitled to receive compensation from the Town for such Work.

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

CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES

- 2.2 The term of this Agreement shall be three (3) years from the date of the last signatory of this Agreement. This Agreement may be extended for up to three (3) additional one (1) year periods, and at the sole discretion of the Town Administrator.
- 2.3 Town and Contractor agree that Contractor shall perform Work under this Agreement within the time set forth in a Notice to Proceed or the Work Authorization for such Work. Time is of the essence in the performance of the Work.
- 2.4 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.5 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.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement pursuant to executed Work Authorizations and each Work Authorization Price shall be determined by utilizing the unit prices at the quoted prices stipulated in the portion of Exhibit "B" consisting of the Contractor's Bid and Town shall pay Contractor for completion of the Work in accordance with the Contract Documents at said price stipulated in the Work Authorization.
- 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. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien 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 affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against 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 by the Town to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)**

per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

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

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

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

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

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

And

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

6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate

limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.
- 6.19 **BOND.** The Contractor shall provide a performance bond and payment bond for the Project (the "Bonds") that in all respects comply with the requirements of the IFB. The payment bond shall be in a form that complies with Florida Statute §255.05. The Bonds shall guarantee to the Town the completion and performance of the Work, as well as full payment of all suppliers, material men, laborers, or subcontractors employed for the Work, as set forth in each Work Authorization for which such Bonds are required. The Performance Bond shall continue in effect as to the liability of the Surety to the Town

for five year(s) after completion of such Work, and as to the liability of the Contractor to the Town, up to the latent defect period set forth in section 95.11(3)(c), Florida Statutes. The Payment Bond shall continue in effect as to the liability of the Surety and Contractor to suppliers, material men, laborers, or subcontractors for the period required under section 255.05, Florida Statutes. Additionally, prior to commencement of such Work, Contractor shall ensure that the Payment Bond is recorded in the public records of Broward County and provide the Town with evidence of such recording. Notwithstanding any "Prompt Payment" laws to the contrary, Town shall be under no obligation to make payment to Contractor unless and until the Payment Bond is so recorded, in accordance with section 255.05, Florida Statutes.

Notwithstanding the specific minimum performance and payment bond, and insurance requirements set forth in this Continuing Contract, the Town may require that the Contractor procure additional insurance coverage and limits for a specific Work Authorization, and up to the amount equivalent to 100% of the Work Authorization price. The added cost for the bond and insurance coverage, if required by the Town, may be included in the total compensation to be set forth in the Work Authorization price schedule set forth in Section 3 hereof.

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, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

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

national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which any Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

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

contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

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

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

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

- B. Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable 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.
6. Contractor's violation of Section 33M of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to

5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

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

With a copy to:

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

If to Contractor:

Section 33: Miscellaneous

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

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

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

years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

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

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

D. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

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

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

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

- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- L. Other Requirements.** To the extent applicable to any emergency or disaster related work for which Town is or may be eligible for reimbursement from the Federal Government, or to the extent applicable to any work for which Town receives State or Federal funds, Contractor agrees to adhere to and be bound by all applicable Federal, State, and Local requirements to enable Town to receive such reimbursement or funds, including but not limited to the requirements set forth in Exhibit “E”.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES
IFB No. 18-005

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2018.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
___ day of _____ 201_

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
___ day of _____ 201_

By: _____
Andrew D. Berns, Town Administrator
___ day of _____ 201_

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

EXHIBIT “B”
Specifications for Work Items in the Bid and Proposal Form

SUMMARY OF SERVICES

The work includes, but not be limited to the furnishing of all labor, materials, tools, equipment, machinery, services, all else necessary for proper roads maintenance which for the purposes of this bid, shall include repairs or pavement, traffic control signs, pavement markers and striping, guardrail installation and repairs, drainage, litter collection, maintenance of traffic, and other miscellaneous work as required by the Town. The Contractor may be required to provide service during non-standard hours, 7:00 P.M. to 7:00 A.M.; during a community event; or after a disaster event to supplement the Town’s emergency management.

PROJECT LIMITS

The project limits of services under this contract will include all of the public roads rights-of-way and easements within the Town boundaries, including areas of responsibility and obligations of the Town of Southwest Ranches. This includes all parks and other facilities of the Town.

CONTRACTOR QUALIFICATIONS

The Bidder shall be a general contractor for the type of work specified with license through the State of Florida and Broward County. 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. Bidders must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, and as set forth herein. The Contractor shall possess the following:

- General Contractor Certification by the State of Florida Department of Business and Professional Regulation (DBPR).
- Underground & Excavation Contractor Certification by the State of Florida Department of Business and Professional Regulation (DBPR).
- A Certificate of Competency for Primary Pipeline (1A: Water, Sewer, Drainage) and Minor Roads (3B: Asphalt, Concrete) by Broward County.

The Contractor’s project manager or construction supervisor assigned to the Town shall possess the following certification:

- Erosion and Sediment Control.
- Illicit Discharge Detection and Elimination (IDDE).
- Basic or Advanced Maintenance of Traffic (M.O.T.).

SPECIAL REQUIREMENTS:

1. The President/Chief Operating Officer of the contracting firm must be available to participate in meetings with the Town within 24 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.
3. For purposes of good communications the Contractor shall assign an onsite job supervisor/superintendent who can read, write, and speak English, and able to distinguish colors.
4. The Contractor shall assign an employee as a contact person on call on non-standard hours (7:00 P.M. to 7:00 A.M.), for emergency purposes.
5. Fuel, oils, solvents, or similar materials shall not be disposed of in any catch basins or on the ground. The Contractor must adhere to local, State, and Federal requirements. Contractor is responsible for its non-compliance penalties, and any site cleanup.
6. All debris removed from any project site must be properly and legally disposed of according to the Town's Code of Ordinances, Broward County Code of Ordinances and other Local, State and Federal regulations.

SATELLITE MATERIALS STORAGE AND STAGING FACILITY:

The Contractor must operate at least one dedicated materials storage and staging site fully capable of servicing the Town's needs. This site must be located within **thirty five (35) miles** of the Town of Southwest Ranches. The distance is a radius measured from the Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330.

EQUIPMENT:

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

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 in accordance with the requirements of the Town of Southwest Ranches; Broward County; Florida Department of Transportation (FDOT) Specifications for Road and Bridge, latest edition; 2010 FDOT Design Standards; the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2010 edition; and A Guide for Local Highway and Street Maintenance Personnel, FHWA, January 2010.

Specifications indicated under each item below are additional requirements and or clarification.

Maintenance of Traffic Operations:

The Contractor will be responsible for maintenance of traffic (M.O.T.) operations for work being performed within the road rights-of-way. MOT plans shall be prepared and operations shall be under the supervision by a MOT certified personnel and must be in accordance and conform to the current edition of the FDOT Roadway and Traffic Design Standards Index (Index 600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. There will be no separate pay item for Maintenance of Traffic (M.O.T.), except as indicated in Bid Item 4 for work in the three identified collector roads. The Contractor may include this cost prorated into the Unit Cost for various pay items.

Mobilization and Demobilization:

The Contractor shall be responsible for costs incidental to the project, e.g., costs for insurance, dewatering and other permit fees, portable toilets (portalets), on-site offices, safety measures, compliance with notification requirements of NPDES, site restoration, etc. There will be no separate pay item for Mobilization and Demobilization. The Contractor may include this cost prorated into the Unit Cost for various pay items.

Item No. 1 Road Repair, Type 1:

This item consists of repair to roadway pavement such as a pothole repair with surface area up to one square foot. This work consists of preparation of the pothole, application of tack coat, filling in with asphalt material, and compaction. The finished level of asphalt fill shall be even with the existing pavement. Tolerance is equivalent to 1/8 inch. The bid unit cost shall include mobilization, demolition and maintenance of traffic. Materials and construction methods shall be in accordance with FDOT standard specifications. This pavement repair may be performed using Cold Patch Mix meeting the latest FDOT Flexible Pavement Design Manual Asphalt Mix as directed by the Town.

Item No. 2 Road Repair, Type 2:

This Item consists of repair to a roadway pavement such as a pothole repair with surface area greater than one square foot but less than 10 square yards. This work consists of preparation of the pothole, including the saw-cut, application of tack coat, filling in with hot mix asphalt material, and compaction. In this type repair the pothole preparation for paving shall included saw cut of the pothole into a square area with the cut edge two (2") inches from the edge of the pothole. The finished level of asphalt fill shall be even with the existing pavement. Tolerance is equivalent to 1/8 inch. The bid unit cost shall include mobilization, demolition and

maintenance of traffic. Materials and construction methods shall be in accordance with FDOT standard specifications.

Item No. 3 Road Repair, Type 3:

This Item consists of repair to roadway pavement by applying limited paving. This limited paving work may be authorized for work 10 square yards up 1,000 square yards. This work consists of preparation of the repair area including removal of grass and loose materials, compaction of the base course, application of tack coat, and application of the asphalt surface course and compaction. The finished level of asphalt fill shall be even with the existing pavement. Tolerance is equivalent to 1/8 inch. The bid unit cost shall include mobilization, demolition and maintenance of traffic. Materials and construction methods shall be in accordance with FDOT standard specifications.

This pavement repair or miscellaneous pavement construction will be performed using the latest FDOT Flexible Pavement Design Manual Asphalt Mix or equivalent Superpave (SP) asphalt mix. The Contractor will be required to submit a Plant Mix Certification prior to contract execution. Miscellaneous pavement construction will be on a unit price basis and must be approved by the Town prior to performing the work.

Item No. 4 M.O.T. for Each Pavement Repair Type 1 or 2 Located in the Three Collector Roads:

In this Item the Contractor will be responsible for any additional maintenance of traffic (M.O.T.) operations for pavement repair work being performed within the road rights-of-way of three identified Collector roads: Dykes Road, from Sheridan Street to Griffin Road; SW 172nd Avenue, from Sheridan Street to Griffin Road; and Stirling Road, from Volunteer Road (SW 148th Avenue) to Flamingo Road. The Contractor shall perform the work under the supervision by a M.O.T. certified personnel and must be in accordance and conform to the current edition of the FDOT Roadway and Traffic Design Standards Index (Index 600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. This pay item for Maintenance of Traffic (M.O.T.) is additive to the pay item 1 or 2 for work performed in any of the identified collector roads. The cost of M.O.T. for a Repair Type 3 will be determined during the development of the scope of work for the specific project.

Item No. 5 Asphalt Leveling Course:

This item includes preparation of the roadway surface prior to application of the asphalt surface overlay. Preparation of the roadway shall include, but not be limited to, removing of grass over existing roadway, removing existing pavement markers, repairing irregularities in the pavement surface, and filling low spots or potholes with compacted rock base or additional asphalt (compacted rock base may not be placed in lifts less than 6 inches loose thickness). Asphaltic leveling course shall be as shown on plans or specified by Town Engineer.

Prior to placement of the asphaltic wearing surface course overlay, the roadway shall be proof rolled to identify any soft or yielding areas that require further repair. In addition, some excavation and/or milling will be required at the transition to existing asphalt near intersections and other adjacent thoroughfares.

Item No. 6 Base Course, Limerock:

The project area preparation includes removal of grass, organic or yielding subsurface material prior to placement of limerock base course. The thickness for the base course shall be 8 inches or as specified by the engineer, with minimum limerock bearing ratio (LBR) of 100 and compacted meeting a standard proctor maximum dry density of 98% per ASHTO T-180.

Item No. 7 Rework Limerock Base:

This work shall be performed in accordance with FDOT standard specifications. The Town may also use this work for restoration and stabilization of roadway shoulders. The unit cost for this item shall include all else necessary to complete the work, including M.O.T. and compaction testing.

Item No. 8 & 9 Optional Base Course:

This work shall be performed in accordance with FDOT standard specifications. The unit cost for this item shall include all else necessary to complete the work, including M.O.T. and compaction testing.

Item No. 10 Pavement Crack Asphalt Sealing:

This work shall be performed in accordance with FDOT standard specifications. The unit cost for this item shall include all else necessary to complete the work, including M.O.T. testing.

Item No.11 thru 13 Mitered End Section (M.E.S.) for Drainage Pipes:

This work item shall conform to FDOT Index 273 without grates. This pay item shall include the cost for excavation, backfill and all else necessary to complete the work. The installation of grass sod around the M.E.S. will be paid under separate pay item.

Item No. 14 thru 17 Ditch Bottom Inlets Type C and Type E (<5' and 5' to <10 ft.):

The ditch bottom inlet shall include a concrete collar/apron as shown on plans. The unit price for this item includes the cost for the collar/apron, excavation, bedding and backfilling for the structure. The work shall include dewatering or any method utilized to provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the structure.

Item No. 18 thru 25 Drainage Pipes:

Installation of drainage pipes will be performed under the direction of the Town. Pipe installation shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction, Section 430, and shall comply with the Town's local criteria. Unit prices for Pipes shall be based on typical installed with three (3) feet of cover in local soils conditions; Unit price shall be based on pipe diameter size. The work shall include dewatering or any method utilized to provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the pipes

This work item shall include the removal and disposal of existing driveway culvert, if any, indicated on the plans or as directed by the Town Engineer. The work shall include the placement of pipe bedding, backfill and restoration of limerock surface course over the cut. Placement of new asphalt or concrete driveway is not part of this work. There will be no separate pay item for surveying necessary for the completion of this work item.

Item No. 26 thru 28 Endwalls, Rip-Rap – Sand Cement:

Rip-Rap Endwalls shall be installed in accordance with FDOT Standard Index 258. Payment for Endwalls will be on a per unit price for Rip-Rap Endwall shall include the cost of all labor and material and all else necessary to construct the unit in the location specified. The work shall include dewatering or any method utilized to

provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the pipes

Item No. 29 thru 32 Endwalls, Concrete Class I:

Concrete Endwalls shall be constructed in accordance with FDOT Standard Index 250. Payment for concrete Endwalls will be on a per item basis and the unit price for Concrete Endwall shall include the cost of all labor and material and all else necessary to construct the unit in the location specified. The work shall include dewatering or any method utilized to provide proper construction conditions and a safe work area to complete the work. There will no separate pay item for dewatering and excavation for placement of the pipes

Item No. 33 thru 36 Guardrails:

This item shall conform to FDOT Index 400. Installation of guardrail panel item including the placement of the end sections shall conform to FDOT specifications. Guardrail shall be installed, replaced, or repaired as directed by the Town. Guardrail replacement, repairs, and construction shall be in compliance with the FDOT Design Standards Index 400. Guardrail repairs shall be completed within seven (7) calendar days of the request by the Town.

Payment for guardrail work will be in a unit price basis which shall include all posts, hardware, fasteners and labor to install/repair the guardrail unit in accordance with FDOT standards. Mowing strip if required shall be paid separately per unit ton of asphalt used.

Item No. 37 Floating Turbidity Barrier:

Floating turbidity barrier shall be installed as shown on plans or as required by the Town Engineer prior to start of any other construction, to prevent transport of sediment on the canal or a water body. The Contractor shall insure that the barrier is anchored properly and shall maintain the floating turbidity barrier during the course of the project. The Contractor shall routinely inspect the barrier to ensure its integrity. The floating turbidity barrier shall be removed and properly disposed of after completion of the project.

Item No. 38 BMP's, Silt Curtains:

BMP's shall be installed as shown on plans or as required by the Town Engineer prior to start of any other construction, for erosion control and prevent transport of sediment from the canal. The silt curtain shall be removed and properly disposed of after completion of the project.

Item No. 39 Fill

This work shall be performed in accordance with FDOT standard specifications. The fill will be free of unsuitable materials such as muck or rocks. The fill material shall be organic type suitable for grass planting. This work item includes final grading of the fill material.

Item No. 40 Swales Grading:

This item includes re-grading or re-establishing a roadside drainage swale system within the road rights-of-way, where required. Due to varying conditions along the existing roadways, the presence of adjacent canals and various other impediments, construction of the swales should be priced based on the typical street and swale cross section attached in this bid document. The pricing should include a unit cost for excavation including excavation, grading and proper disposal of excavated material.

Before undertaking the work, Contractor shall review the site conditions and determine the actual length and location of the desired swale(s). The swale area shall be compacted meeting a standard proctor maximum dry density of 95% per ASHTO T-180. There will be no separate pay item for surveying necessary for the completion of this work item. Installation of grass sod will be paid separately.

Item No. 41 thru 42 Grass Sod:

Grass sod shall be Bahia grass unless otherwise indicated on the construction drawings. Sod shall be placed as shown on plans or as required by the Town Engineer. This work item shall be performed in accordance with the FDOT Specifications for Road and Bridge, 2010 edition. This item shall include watering of the new grass sod. Watering shall be performed at least twice a week for a period of four weeks. The unit price for grass sod shall include cost for watering.

Item No. 43 Litter Removal:

This item consists of removal and proper disposal of litter or debris from the roadway or other areas within the rights-of-way. This item also includes cleaning or removal of any obstruction around a drainage inlet. Limited mowing of grass in the road rights-of-way may be required to provide proper drainage flow.

Item No. 44 Sand Application to a Spill Area:

The unit price for this work item shall include the costs for maintenance of traffic, placement of up to five cubic feet of clean sand, sweeping and removal as required. The Contractor may be allowed to use industry approved spill absorbent material in lieu of sand, at no extra cost to the Town.

Item No. 45 Bollards for Fire Well Protection:

Installation of fire hydrant protection bollards consists of two (2) each of four (4) inch diameter galvanized steel pipe filled with concrete. Each Bollard shall include a minimum 12"x12"x12" (one cubic feet) of concrete base; 3000 psi concrete; located thirty-six (36) inch minimum off center of a hydrant; top of post shall be 2 feet 6 inches above ground; and bottom of pipe shall be at least eighteen (18) inch below grade. The bottom of bollard shall have at least 6 inches thick of concrete. Payment will be on unit price basis for each bollard installed. The unit price shall include all labor, materials, equipment and all else necessary to complete the work.

Item No. 46 Sidewalks, Concrete:

This work shall be performed in accordance with FDOT standard specifications.

Item No. 47 Truncated Dome Panel:

This work shall be performed in accordance with FDOT standard specifications.

Item No. 48 and No. 98 Non-Standard Hours:

Work authorized by the Town outside of the regular hours of operation between 7:00 A.M. and 7:00 P.M., Monday through Friday, will be considered work during non-standard hours. Regular holidays are not considered non-standard hours, per Section 2 (N) of the General Conditions. The non-standard hour factor will be used to determine cost additive to the unit price for the work item pre-authorized by the Town.

Item No. 49 thru 53 Blank

Item No. 54 thru 68 Street Signs:

Street Signs shall be constructed, repaired, or replaced (partial or entire assembly) as directed by the Town. The street name panels and brackets shall be similar in type and size to existing signs. The Contractor shall be responsible for disposal of removed signs and posts.

The Contractor shall provide and install each new sign panel with a decal (sticker) with a stamp of the date of installation, owner name and a type of retro-reflective surface sheeting used. All new sign panels shall meet the Federal Highway Administration (FHWA) retro-reflectivity requirements. The work will be inspected by the Town Engineer prior to acceptance by the Town.

Sign Posts shall match existing U-channel steel posts presently used by the Town. The posts shall be rust free and pre-painted green; include the break away base as necessary. The post shall be driven or set between 3 to 3.5 feet below the ground surface.

Service requests for sign replacement and or repairs will be made in writing by the Town. Payment for signs will be on the basis of furnished and installed units. The Contractor shall adhere to the following response times:

1. Sign replacement and/or repairs shall be completed within 48 hours of request with the exception of 'Stop' signs that needs to be responded to within four (4) hours, seven (7) days a week.

2. New Sign construction shall be completed within five (5) working days of service request.

Item No. 69 Blank

Item No. 70 thru 75 Object Marker Signage and Traffic Delineators:

The installation of object markers shall be in accordance with the MUTCD and the FDOT Design Standards. Payment will be on the basis of furnished and installed units. Object markers Type 1 include OM1-1, OM1-2, and OM1-3. Object markers Type 3 include OM-3L, OM-3C, and OM-3R. End of roadway markers include OM4-1, OM4-2, and OM4-3; and Traffic Delineators.

Item No. 76 thru 85 Pavement Paint Striping:

This item includes furnishing all materials, equipment and labor required to apply thermoplastic with glass beads/spheres (Spec 711) or paint traffic striping. The Contractor may only use paint materials that are listed on the Florida Department of Transportation (FDOT) Qualified Products List. Also, the Contractor must not allow traffic onto newly applied traffic pavement striping until they are sufficiently cured to permit vehicles to cross them without damage. This item includes cost for installation of the temporary paint striping used prior to installation of the permanent thermoplastic striping. This item shall be paid per unit lineal foot of actual placed paint striping or thermo striping with glass beads, approved and accepted by the Engineer.

Item No. 86 thru 87 Pavement Markings:

Requests for pavement markings replacement or installation will be made in writing by the Town and will identify paint or thermoplastic installation. The installation and/or replacement of pavement markings shall be completed within fourteen (14) calendar days from time of request. Time extensions may be granted depending on weather conditions and must be in writing from the Town.

Existing pavement markings are to be permanently removed when replacement of existing pavement markings is specified. The method of removal of existing pavement markings shall be accordance with FDOT requirements. The cost for this task shall be included in the unit price for replacement of pavement markings. Painting over existing pavement markings will not be acceptable.

Item 88 thru 89 Raised Pavement Markers, RPM:

This item includes furnishing all materials, equipment and labor required to install raised Retro-Reflective Pavement Markers (RPMs) to produce a positive guidance system. The Contractor may only use RPM materials and bituminous adhesives that are listed on the Florida Department of Transportation (FDOT) Qualified Products List. The Contractor shall not allow traffic on the newly applied markers until they are sufficiently cured to permit vehicles to cross them without damage. All roadway striping and raised pavement markers shall be installed in accordance with Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2010 edition. This item includes cost for installation of the temporary paint striping used prior to installation of the permanent thermo plastic striping.

Item No. 90 & 91 Barrier Wall

This item shall be similar to a portable plastic barrier that is weighed down with water or sand filler. The barrier shall be orange in color. The unit cost will be for actual usage of each barrier wall, including the cost for installation, maintenance and removal.

Item No. 92 Orange Cones:

This item shall be 28 inches in height installed with heavy base collars. The cone shall be orange in color. The unit cost will be for actual usage of each orange cone, including the cost for installation, maintenance and removal.

Item No. 93 thru 95 Barricades:

The barricades shall be the type as specified meeting the MUTCD requirements. The unit cost will be for actual usage of each orange cone, including the cost for installation, maintenance and removal.

Item No. 96 Variable Message Board:

The variable message board shall be the text type as specified meeting the MUTCD requirements. The message board may be battery or solar power operated. The message board shall be programmable, with three message lines with 18 inches high letters. The unit cost will be for actual usage of each message board and trailer, including the cost for installation, maintenance and removal.

Item No. 97 Guardrail Reflector:

Guardrail reflector shall each have between seven and eight square inches reflective area per side. The reflector shall meet the MUTCD requirements.

Item No. 98 Sign Cleaning:

This work item consists of cleaning the sign surface sheeting free from mold or graffiti. The Contractor will use a cleaner that is not harmful to the surface sheeting.

Item No. 99 Non-Standard Work Hour Factor:

See Item No. 48.

END

EXHIBIT "C"

OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

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

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

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

B. FEDERAL CLEAN AIR AND WATER ACTS

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

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

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

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

E. BUY AMERICAN ACT

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

F. SUSPENSION AND DEBARMENT

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

G. ANTI-LOBBYING

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

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

H. EQUAL EMPLOYMENT OPPORTUNITY

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

I. NONDISCRIMINATION

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

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

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

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

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

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

L. CONFLICTS OF INTEREST

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

M. FLORIDA BUILDING CODE (FBC)

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

N. VIOLATIONS OF LAW

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

O. VERIFICATION OF EMPLOYMENT STATUS

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

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

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

Q. PROCUREMENT OF RECOVERED MATERIALS

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

R. DAVIS-BACON ACT REQUIREMENTS

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

EXHIBIT “D”

DISASTER RELATED SCOPE OF WORK

The Contractor shall assist in pre-need, pre-event services to the Town during disaster or emergency events. Disasters include, natural events such as hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the Contractor shall service the Town first and be on-call to provide all support services necessary to insure the safety and well-being of all the Town’s property. Contractor may also be called upon throughout the year to render services to assist the Town with special needs and events other than disasters, as determined by the Town Administrator.

Services may include, but not limited to, risk assessments of the Town’s property, property damage recommendation(s) to repair Town’s property as a result of a disaster or other event, coordination of debris removal throughout the Town and any and all other directives from the Town Administrator or his or her Designee.

Contractor will work under the direction of the Town Administrator or his/her their Designee. The Town Administrator will issue the Notice to Proceed to start work and the notice to reduce resources and to end work.

Notice to Proceed means the written notice given by the Town Administrator or his/her Designee to the Contractor of the date and time for work to start. Work shall commence as soon as possible upon receipt of the Notice to Proceed.

Contractor shall timely provide the Town Administrator or his/her Designee with all accurate and detailed activity reports as deemed necessary by FEMA. Contractor shall work closely with the Town to ensure that all work is FEMA-compliant and all documentation is properly obtained and includes photos, daily activity reports etc. Contractor’s failure to utilize federally-approved documentation while performing work may result in nonpayment of service to the Contractor by the Town.

Contractor shall participate in all Town emergency management meetings and exercises.

Contractor shall have professional staff with knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA and FDOT and other applicable Federal, State or local agency regulations and policies are required.

Town of Southwest Ranches
Continuing Contract for Roadway Repairs and Traffic Signs Maintenance Services
Unit Price Analysis

Prepared by: Procurement and Budget Officer

Base Bid: "Roadway Repairs"

Bid Item	FDOT Spec Section No.	Description	Unit	Weekley Asphalt Paving		
				2012	2018	2018
1	330	Pavement Repair Type 1	EA	\$ 250.00	\$ 175.00	\$ 1,022.95
2	330	Pavement Repair Type 2	EA	\$ 750.00	\$ 500.00	\$ 2,809.64
3	330 / 334	Pavement Repair Type 3 – Small Quantity Street Paving: 1 1/4" ave. thk; per FDOT Flexible Pavement Design Manual	Ton	\$ 170.00	\$ 350.00	\$ 389.49
4	-	M.O.T. for Pavement Repairs Type 1 or 2 located in three Collector Roads: Dykes Rd, SW 172nd Ave, and Stirling Road from Volunteer Road to Flamingo Road. This pay item is additive to Item 1 or 2 for work performed in the three collector roads.	EA	\$ 1,900.00	\$ 750.00	\$ 1,167.52
5	330	Asphalt, Structural/Leveling, per FDOT Flexible pavement Design Manual	Ton	\$ 145.00	\$ 300.00	\$ 389.49

Bid Item	FDOT Spec Section No.	Description	Unit	Unit Price	Unit Price	Unit Price
6	285-7	Optional Base Course, Limerock, 8" thk., 98% Max Dry Density (T-180); Min LBR 100	SY	\$ 29.90	\$ 30.00	\$ 33.76
7	210	Rework Limerock Base Course, 8" thk., 98% Max Dry Density (T-180); Min LBR 100	SY	\$ 10.00	\$ 15.00	\$ 12.28
8	285	Optional Base, Milled Asphalt, 8" thk	SY	\$ 26.00	\$ 26.00	\$ 16.69
9	285	Optional Base, Crushed Conc., 8" thk	SY	\$ 29.90	\$ 30.00	\$ 19.75
10	-	Pavement Crack Asphalt Sealing, Up to 1 1/2" gap	LF	\$ 4.00	\$ 5.00	\$ 3.04
11	430-982123	Mitered End Section (M.E.S.), 15", concrete Round Pipe; with concrete slab	EA	\$ 1,400.00	\$ 1,400.00	\$ 1,094.20
12	430-982123	Mitered End Section (M.E.S.), 18", concrete Round Pipe; with concrete slab	EA	\$ 1,600.00	\$ 1,600.00	\$ 1,351.05
13	430-982123	Mitered End Section (M.E.S.), 24", concrete Round Pipe; with concrete slab	EA	\$ 1,900.00	\$ 1,900.00	\$ 1,765.87
14	425-1531	Inlet, Mod. Ditch Bottom, Type C, <5' depth; w/ conc. apron;	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,576.69
15	425-1531	Inlet, Mod. Ditch Bottom, Type C, 5' to <10' depth; w/ conc. apron;	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,828.85
16	425	Inlet, Mod. Ditch Bottom, Type E, <5' depth; w/ conc. apron;	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,591.26
17	425	Inlet, Mod. Ditch Bottom, Type E, 5' to <10' depth; w/ conc. apron;	EA	\$ 6,000.00	\$ 6,000.00	\$ 6,138.80
18	430-175115	Drainage Pipe, 15" RCP	LF	\$ 75.00	\$ 75.00	\$ 48.80

Bid Item	FDOT Spec Section No.	Description	Unit	Unit Price
19	430	Drainage Pipe, 15" ADS	LF	\$ 85.00
20	430-17-5101	Drainage Pipe, 18", RCP	LF	\$ 90.00
21	430	Drainage Pipe, 18", RCP	LF	\$ 100.00
22	430-17-51002	Drainage Pipe, 24", RCP	LF	\$ 110.00
23	430	Drainage Pipe, 24" ADS	LF	\$ 120.00
24	430-17-51002	Drainage Pipe, 36", RCP	LF	\$ 130.00
25	430	Drainage Pipe Culvert, 36" ADS.	LF	\$ 130.00
26	530	End Wall, Riprap for a 18" Pipe	EA	\$ 900.00
27	530	End Wall, Riprap for a 24" Pipe	EA	\$ 1,800.00
28	530	End Wall, Riprap for a 36" Pipe	EA	\$ 2,475.00
29	400-1-2	Endwall, Conc. Class I, 18" Pipe, L<12'	EA	\$ 4,200.00
30	400-1-2	Endwall, Conc. Class I, 24" Pipe, L<12'	EA	\$ 5,000.00
31	400-1-2	Endwall, Conc. Class I, 18" Pipe, L<15'	EA	\$ 4,200.00
32	400-1-2	Endwall, Conc. Class I, 24" Pipe, L<15'	EA	\$ 5,000.00
33	536 Index 400	Alternate: Guardrails Construction, Standard Steel W-Beam, Steel Post, timber block;	LF	\$ 40.00
34	536	Guardrails Shop Bent, per panel	Panel	\$ 300.00
35	536 Index 400	Guardrails End: Anchor Rod Assembly	EA	\$ 3,000.00
36	536 Index 400	Guardrail End Treatment, Rounded,	EA	\$ 1,200.00
37	104-11	Floating Turbidity Barrier, Index 103	LF	\$ 18.00
38	104-12	BMP's, Silt Curtain	LF	\$ 5.00
39	162	Fill (Organic, Preparation for Grass Placement)	CY	\$ 25.00
40	120-3	Swale Grading	CY	\$ 40.00

Unit Price
\$ 85.00
\$ 90.00
\$ 100.00
\$ 110.00
\$ 120.00
\$ 130.00
\$ 130.00
\$ 900.00
\$ 1,800.00
\$ 2,475.00
\$ 4,200.00
\$ 5,000.00
\$ 4,200.00
\$ 5,000.00
\$ 30.00
\$ 445.00
\$ 2,600.00
\$ 1,200.00
\$ 18.00
\$ 5.00
\$ 35.00
\$ 80.00

Unit Price
\$ 42.38
\$ 53.94
\$ 46.23
\$ 84.76
\$ 74.49
\$ 125.86
\$ 98.89
\$ 3,050.14
\$ 3,660.16
\$ 4,462.84
\$ 4,719.69
\$ 5,682.89
\$ 6,241.54
\$ 7,166.22
\$ 74.14
\$ 293.05
\$ 266.20
\$ 4,086.31
\$ 18.28
\$ 2.04
\$ 4.67
\$ 7.41

Bid Item	FDOT Spec Section No.	Description	Unit	Unit Price
41	981-3	Grass Sod, Bahia	SY	\$ 3.00
42	981-3	Grass Sod, Floratam	SY	\$ 4.00
43	107	Litter Removal & Disposal; One service worker; 2 Hours Min.	HR	\$ 250.00
44	-	Sand Application to a Spill Area; One service worker; 2 Hrs. Min.	HR	\$ 200.00
45	-	Bollards for Fire Well	EA	\$ 490.00
46	-	Sidewalk; concrete; 4	SY	\$ 89.00
47		Truncated Dome Panel, 24"x36", yellow, meeting ADA.	EA	\$ 600.00
48	-	Non-Standard Work Hour Factor (Percent additive to Unit Price)	-	55%
49 thru 53	-	None - - Intentionally Left Blank		
		TOTAL BASE BID: (Sum of Items 1 thru 53)		\$ 58,893.80

Unit Price
\$ 6.00
\$ 8.00
\$ 250.00
\$ 200.00
\$ 750.00
\$ 95.00
\$ 600.00
55%
\$ 57,818.00

Unit Price
\$ 6.13
\$ 9.24
\$ 66.81
\$ 66.81
\$ 1,267.52
\$ 87.56
\$ 245.18
7%
\$ 71,271.51

Bid Item	FDOT Spec Section No.	Description	Unit	Unit Price
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Unit Price

Unit Price

Additive Bid: "Traffic Signs Maintenance Services"

Weekley 2012

Weekley 2018

Florida Blacktop 2018

54	700	Furnish & Install (F&I) New Stop Sign (R1-1, 30") and Single U-channel Post.	Assembly	\$ 300.00
55	700	F&I New Stop Sign Blade (R1-1, 30") on Extg. U-Channel Post.	EA	\$ 300.00
56	700	Furnish & Install (F&I) New Speed Limit Sign (e.g. R2-1, 30") and Single U-Channel Post.	Assembly	\$ 300.00
57	700	F&I New Speed Limit Sign Blade (e.g., R2-1, 30") on Extg. U-Channel Post.	EA	\$ 300.00
58	0700-2011	F&I New Misc. Sign (Not Listed as a Separate Bid Item) and Single U-Channel Post (Less than 12 SF).	Assembly	\$ 300.00
59	0700-2011	F&I New Misc. Sign (Not Listed as a Separate Bid Item) and Single U-channel Post (12 to 25 SF).	Assembly	\$ 325.00
60	0700-2060	Remove Existing Sign (Less than 12 SF) & Single U-channel Post.	Assembly	\$ 30.00
61	0700-2160	Remove Existing Sign (12 to 25 SF) & Multi-Post.	Assembly	\$ 30.00
62	700	Repair Sign (Less than 12 SF) w/ Single Post: Straighten Assembly Only.	EA	\$ 235.00
63	700	Repair Sign (12 to 25 SF) Multi-Posts: Straighten Assembly Only.	EA	\$ 235.00
64	700	F&I New Misc. Sign Panels (Less than 12 SF) on Extg. Post.	EA	\$ 235.00

\$ 375.00
\$ 375.00
\$ 375.00
\$ 375.00
\$ 375.00
\$ 410.00
\$ 38.00
\$ 38.00
\$ 295.00
\$ 295.00
\$ 295.00

\$ 321.07
\$ 140.10
\$ 321.07
\$ 140.10
\$ 321.07
\$ 758.89
\$ 58.38
\$ 87.56
\$ 29.19
\$ 58.38
\$ 175.13

Bid Item	FDOT Spec Section No.	Description	Unit	Unit Price	Unit Price	Unit Price
65	700	F&I Single Post; for Sign Blade (Less than 12 SF).	EA	\$ 235.00	\$ 295.00	\$ 321.07
66	700	F&I Single Post; for Sign Blade (12 to 25 SF).	EA	\$ 177.00	\$ 225.00	\$ 758.89
67	700	F&I Street Name Signs Assembly: Two Signs on Cross Piece Bracket/Hardware, Each Single Blade-Back to Back, Signage.	Assembly	\$ 235.00	\$ 295.00	\$ 321.07
68	700	F&I Street Name Sign on Existing Post; One Blade Only, Each Single Blade w/ Back to Back Signage; Incl. Hardware.	EA	\$ 235.00	\$ 295.00	\$ 175.13
69	700	(Intentionally Left Blank)				
70	705	F&I Object Marker Sign: OM1-1/ OM1-2/ OM1-3C; Excl. Post	EA	\$ 265.00	\$ 335.00	\$ 350.26
71	705	F&I Object Marker Sign: OM2-2H/ OM2-2V; Excl. Post	EA	\$ 265.00	\$ 335.00	\$ 233.50
72	705	F&I Object Marker Sign: OM-3L / OM-3R / OM-3C; Excl. Post	EA	\$ 265.00	\$ 335.00	\$ 350.26
73	705	F&I Object Marker Sign: OM4-1/ OM4-2; Excl. Post	EA	\$ 265.00	\$ 335.00	\$ 233.50
74	-	F&I Traffic Delineators, Flexible. 36", Pavement Mount	EA	\$ 77.00	\$ 100.00	\$ 175.13
75	-	F&I Traffic Delineators, Flexible. 36", Ground Mount	EA	\$ 77.00	\$ 100.00	\$ 87.56
76	0711-11222	F&I Pavement Striping, 6"; Solid, Yellow, Thermoplastic	LF	\$ 1.00	\$ 0.85	\$ 0.93
77	0711-11222	F&I Pavement Striping, 6"; Solid, White, Thermoplastic.	LF	\$ 1.00	\$ 0.85	\$ 0.93

Bid Item	FDOT Spec Section No.	Description	Unit	Unit Price	Unit Price	Unit Price
78	0711-11142	F&I Pavement Striping, 6", Skip, White. Thermoplastic.	LF	\$ 1.00	\$ 0.85	\$ 1.05
79	711	F&I Pavement Striping, 6", Skip, Yellow, Thermoplastic.	LF	\$ 1.00	\$ 0.85	\$ 1.05
80	0711-11170	F&I Pavement Marking Directional Arrows, Thermoplastic. (96" Height)	EA	\$ 71.00	\$ 95.00	\$ 140.10
81	711	F&I Pavement Striping, 12", Solid, White, Thermoplastic	LF	\$ 3.00	\$ 1.70	\$ 1.87
82	710	Alternate: Pavement Striping, 6", White, Solid, Paint.	LF	\$ 0.50	\$ 0.40	\$ 0.47
83	710	Alternate: Pavement Striping, 6", Yellow, Solid, Paint.	LF	\$ 0.50	\$ 0.40	\$ 0.47
84	711	F&I Pavement Striping, Thermo, Speed Hump Chevron, White, Solid, 6",	LF	\$ 1.00	\$ 1.50	\$ 1.17
85	711	Removal of Pavement Striping, 6" & Marking, (Thermo)	LF	\$ 3.50	\$ 7.00	\$ 6.54
86	711	F&I Pavement Message, Miscellaneous; Thermoplastic (96" Height)	EA	\$ 177.00	\$ 145.00	\$ 140.10
87	710	Pavement Directional Arrows, Paint, 96" Height	EA	\$ 80.00	\$ 50.00	\$ 70.05
88	0706-3	F&I Raised Pavement Markers (RPM), Yellow/Yellow, 4"x4".	EA	\$ 5.00	\$ 4.50	\$ 5.84
89	0706-3	F&I Raised Pavement Markers (RPM) (Blue/Blue), 4"x4". F & I Hydrant Marker, Reflective, Blue.	EA	\$ 5.00	\$ 5.00	\$ 5.84

Bid Item	FDOT Spec Section No.	Description	Unit	Unit Price
90	521	Barrier Wall (Jersey Barrier, Concrete, Usage only.	Each/Day	\$ 100.00
91	521	Barrier Wall (Jersey Barrier, Plastic, Usage only.	Each/Day	\$ 100.00
92	-	Cones, Orange, 36", w/ reflective tapes, Usage Only	Each/Day	\$ 1.00
93	-	Barricade, Type I, Usage Only	Each/Day	\$ 1.00
94		Barricade, Type II, Usage Only.	Each/Day	\$ 1.00
95		Barricade, Type III, w/ light, Usage Only	Each/Day	\$ 3.00
96		Variable Message Sign (VMS) Board, trailer mounted, Usage Only	Each/Day	\$ 29.00
97		Guardrail Delineator, 7 Sq. In. reflective area.	Each/Day	\$ 50.00
98		Sign Cleaning	EA	\$ 100.00
99		Non-Standard Work Hour Factor (Percent additive to Unit Price)	-	55%
		TOTAL ADDITIVE: (Sum of Items 54 thru 99)	-	\$ 5,421.50

Unit Price
\$ 200.00
\$ 100.00
\$ 1.00
\$ 3.00
\$ 3.00
\$ 5.00
\$ 55.00
\$ 50.00
\$ 150.00
55%
\$ 6,776.90

Unit Price
\$ 11.68
\$ 17.51
\$ 0.29
\$ 0.37
\$ 0.37
\$ 0.53
\$ 75.89
\$ 5.84
\$ 116.75
7%
\$ 6,022.95



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

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

Town Council
Doug McKay, Mayor
Freddy Fisikelli, Vice Mayor
Steve Breitreuz, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Martin D. Sherwood, Town Financial Administrator
DATE: 11/15/2018
SUBJECT: Fiscal Year End 2017-2018 Budget Adjustment

Recommendation

It is recommended that the Town Council adopt the attached resolution adjusting the FY 17/18 Town Budget as presented to prevent Fund or Departmental expenditures from exceeding budgeted approved Fund or Departmental appropriations.

Strategic Priorities

A. Sound Governance

Background

Each municipality within the State of Florida is required by State Statute to adopt a balanced budget through a formal public process and to not exceed the appropriations adopted through that process. For the Town of Southwest Ranches, the level for assessing expenditures and appropriations is at the Fund and Departmental levels. None of the Towns five funds (General, Transportation, Capital Projects, Debt Service or Solid Waste) had regular expenditures that exceeded their adopted current budget which would result in a violation of State Statute. It shall be noted that for the sixth consecutive year, the Southwest Ranches Volunteer Fire Rescue, Inc. (a financial reporting component unit) also did not exceed its adopted total current budget. However, due to a Federal, State and Local declaration of emergency because of Hurricane Irma which struck the Town on September 10, 2017, the Solid Waste Fund incurred emergency expenditures that were not budgeted, resulting in expenditures exceeding their total current budget. Additionally, a few of the individual General Fund Departments did exceed their total approved budgets. For each of those Departments the

Town, in accordance with its charter, needs to adjust the impacted departmental budgets. Adoption of the attached resolution including Exhibit A “cleans up” the FY 17/18 budget for overall Town charter compliance.

Fiscal Impact/Analysis

Three of the five Town funds (Transportation, Capital, Debt Service) need no revision as no allocation centers (Departments) exceeded budget. The only funds which needs to be addressed is the General Fund and the Solid Waste Fund.

Within the General Fund, four departments require a budgeted line item adjustment to “true-up” between offsetting revenue and expenditure accounts while only one department exceeded their appropriations. The impacted departments are: 1) Legislative, 2) Town Attorney, 3) Building - Permitting Services, 4) Code Enforcement/Zoning Services, and 5) Public Safety-Volunteer Fire Services, respectively.

Legislative expenditures were higher due to the success of Scholarship Education Advisory Board (SEAB) fund raising revenues exceeding budget expectations resulting in an offsetting higher amount of scholarship awards granted (\$11,193). Town Attorney’s expenditures were exceeded due to continued extraordinary and unanticipated litigation, including Code Enforcement activities on behalf of the Town (\$76,917). Building - Permitting Services Department expenditures were much higher due to regulatory and/or contractual costs associated with unanticipated and increased permitting and inspection activities (\$378,876). This expense was offset by increased revenues received. Code Enforcement/Zoning Services had lower expenditures (\$18,100) due to lower zoning services rendered resulting in lower zoning permit fees. Finally, Public Safety-Volunteer Fire Services also had lower expenditures (\$198,641) primarily due to an assistance to firefighter grant which was anticipated but was ultimately not awarded.

Fortunately, most revenue collected and accounts receivables pertaining to revenues also exceeded budgetary expectations. By adjusting for these unexpected increases or decreases in advalorem taxes (\$39,743), utility taxes (\$15,512), communication services taxes (\$21,503), franchise fees (\$15,249), building – permitting fees (\$494,535), fire assessment fees (\$26,292), zoning permit fees (\$13,286), engineering/fire review fees (\$12,292), federal grant-Public Safety (128,641), charges for services-ambulance fees (\$16,276), state revenue sharing (\$31,530), Judgement & Fines – Traffic Court (\$8,950), code enforcement/legal recoveries (\$71,196), interest revenue (\$21,709), contributions/donations for education/scholarships (\$11,193), and insurance settlements/Hurricane Irma (\$39,914) and upon reversing the current budget appropriated fund balance of (\$184,676), the above mentioned departmental expenditures are balanced and the utilization of General Fund budgeted unassigned Fund Balance are reduced. **Therefore, this resolution increases the total current budget of the General Fund for Fiscal Year 2017 / 2018 by \$250,244.**

Within the Solid Waste Fund, Hurricane Irma emergency debris monitoring, collection, disposal and debt service costs for the fiscal year end September 30th, 2018 are \$3,699,066. Although it is anticipated that the Town will ultimately recover 90% (or \$3,329,159) of its costs from both Federal and State authorities, the offsetting revenue cannot be recorded until

officially approved which is expected during subsequent fiscal year 2019. **Therefore, this resolution also increases the total current budget of the Solid Waste Fund for Fiscal Year 2017 / 2018 by \$3,699,066.**

Staff Contact:

Martin D. Sherwood, Town Financial Administrator
Richard Strum, Controller

ATTACHMENTS:

Description	Upload Date	Type
FY 2017-2018 Year End Budget Adjustment - TA Approved	11/8/2018	Resolution
FYE 2018 Budget amend worksheet-Exhibit A	11/9/2018	Exhibit

RESOLUTION NO. 2019 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28th, 2017, pursuant to Ordinance No. 2017-015, the Town Council approved and adopted the fiscal year 2017/2018 budget; and

WHEREAS, State law and the Town's Ordinance adopting the fiscal year 2017/2018 budget provides for the adjustment of the approved and adopted budget Ordinance via a Resolution; and

WHEREAS, the Town of Southwest Ranches operates as a municipality within the State of Florida and is subject to the laws of the State of Florida related to Municipal Finance; and

WHEREAS, one such provision of law prohibits the expenditure of funds in excess of adopted appropriations; and

WHEREAS, in accordance with the external auditor requirements, and sound budgetary process, year-end budget adjustments are necessary within 60 days of fiscal year end in order to balance the Fiscal Year (FY) 2017/2018 Budget to comply with Florida State Statutes; and

WHEREAS, The Town Council has determined that it is desirable to adjust the Fiscal Year 2017/2018 Adopted Budget to account for variances in actual expenditures and revenues in relation to the current Fiscal Year 2017/2018 Budget;

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

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

Section 2: Authorization. The Town Council of the Town of Southwest Ranches does hereby approve the year-end budget adjustment for Fiscal Year 2017/20178 as attached hereto and incorporated herein by reference as Exhibit "A".

Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption and retroactive for budget Year 2017/2018.

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

Ranches, Florida, this 15th day of November, 2018 on a motion by

_____ and seconded by _____.

McKay _____
Fisikelli _____
Hartmann _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

115188652.1

EXHIBIT A

**TOWN OF SOUTHWEST RANCHES
FYE 2017 / 2018 BUDGET ADJUSTMENTS**

GENERAL FUND

<i>General Fund Revenue</i>	FY 17/18 Current Budget	Budget Change- Increase/ (Decrease)	FY 17/18 Revised Current Budget	Explanation
Advalorem Taxes	5,807,872	39,743	5,847,615	Advalorem tax collections higher than anticipated
Utility Taxes	864,308	15,512	879,820	Unanticipated collections
Communication Svcs Taxes	380,347	(21,503)	358,844	Collections lower due to expiration of a 2012 state audit recovery
Franchise Fees	660,593	(15,249)	645,344	Collections lower than anticipated
Building - Permitting Fees	532,954	494,535	1,027,489	Town permitting/inspection fees much higher than anticipated
Fire Assessment Fees	2,033,226	26,292	2,059,518	Fire Assessment collections higher than anticipated
Zoning Permit Fees	60,000	(13,286)	46,714	Zoning fees lower than originally anticipated
Engineering\Fire Review Fees	53,900	12,292	66,192	Plan review fees higher than anticipated
Federal Grant-Public Safety	128,641	(128,641)	0	Assistance to Firefighter Grant (AFG) anticipated but not awarded
Charges for Services-Ambulance Fees	126,000	(16,276)	109,724	Public Safety-Ambulance Fee collections lower than anticipated
State Revenue Sharing	615,270	31,530	646,800	State Revenue Sharing higher than anticipated
Judgement & Fines - Traffic Court	117,000	8,950	125,950	Traffic Court violations/collections higher than anticipated
Code Enforcement/Legal Recoveries	145,000	(71,196)	73,804	Code/Lien enforcement recoveries lower than anticipated
Interest Revenue	39,375	21,709	61,084	Interest revenue higher due to Federal Reserve policy change
Contrib/Donations-Educ/Scholarships	7,500	11,193	18,693	Higher SEAB contributions received than budgeted (\$18,693-\$7,500)
Insurance Settlements/Hurricane IRMA	0	39,314	39,314	Insurance proceeds received due to Hurricane IRMA
Appropriated Fund Balance	464,243	(184,676)	279,567	Reduction in anticipated utilization of GF Fund Balance
		\$250,244		Total increase to budgeted revenues (net)
<i>General Fund Department</i>	FY 17/18 Current Budget	Budget Change- Increase/ (Decrease)	FY 17/18 Revised Current Budget	Explanation
Legislative	34,924	11,193	46,117	Higher aid granted for Scholarships than budgeted (\$18,693-\$7,500)
Town Attorney	570,000	76,917	646,917	Extraordinary/Unanticipated Litigation
Building - Permitting Services	375,000	378,876	753,876	Building permit processing costs offset by increased revs per above
Code Enforcement/Zoning Services	59,417	(18,100)	41,317	Zoning permit costs lower than originally budgeted
Public Safety-Volunteer Fire Svcs	299,528	(198,641)	100,887	Primarily due to reduction in VFD expenditures due to AFG not awarded
		\$250,244		Total increase to budgeted expenditures (net)

EXHIBIT A (Con't)

**TOWN OF SOUTHWEST RANCHES
FYE 2017 / 2018 BUDGET ADJUSTMENTS**

SOLID WASTE FUND

<i>Solid Waste Fund Revenue</i>	FY 17/18 Current Budget	Budget Change- Increase	FY 17/18 Revised Current Budget	Explanation
Appropriated Net Assets	0	3,699,066	3,699,066	Increase in utilization of Solid Waste Fd Net Assets
		\$3,699,066	Total increase to budgeted expenditures (net)	
<i>Solid Waste Fund Expenditures</i>	FY 17/18 Current Budget	Budget Change- Increase	FY 17/18 Revised Current Budget	Explanation
Emergency & Disaster Relief Services	0	3,699,066	3,699,066	Unanticipated Hurricane Irma Monitor/Collect/Disposal & Debt Costs
		\$3,699,066	Total increase to budgeted expenditures (net)	



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

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Town Council
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Steve Breitreuz, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 11/15/2018
SUBJECT: Alpha 250 Site

Recommendation

Town Council consideration for a motion to approve the resolution.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

Broward County and several Broward municipalities entered into a Settlement Agreement to settle litigation related to the Resource Recovery Board. As part of that settlement the Alpha 250 site was to be sold and proceeds distributed among the Settling Municipalities. On May 14, 2015, the Town Council adopted Resolution No. 2015-045 authorizing the settlement of the litigation and authorizing the execution of Settlement Proceeds Distribution Agreement with the settling municipalities.

The Settlement Agreement provides for the County and the Settling Municipalities to agree to sell the parcel of land known as Alpha 250. On August 11, 2016, the Town Council adopted Resolution No. 2016-052, approving the First Amendment to the Settlement Agreement, to delay the sale of Alpha 250 while a joint independent study was performed to research several issues including:

- a) how a 75% County-wide recycling goal may be reached

b) whether retaining public ownership of Alpha 250 would facilitate the meeting of that recycling goal or would provide other benefits in connection with solid waste disposal within Broward County

C) general solid waste disposal issues as determined by the Working Group (as defined in the First Amendment), which may include options regarding flow control and potential governance or contractual structures for collaborative management of solid waste disposal

In June 2017, the County retained Arcadis, U.S., Inc., Kessler Consulting, Inc., Total Municipal Solutions, L.L.C., and GMAC Consulting, L.L.C. to conduct the study. In August 2018, the Arcadis Team concluded the Study and issued its Solid Waste and Recycling Issues Study Interim Final Report that summarizes the Arcadis Team's findings based on the Study and includes its final evaluations and recommendations.

In order to analyze the Interim Final Report and to address the final evaluations and recommendations presented therein, the County and the Settling Municipalities desire to amend the Settlement Agreement to further extend the Sale Delay Period until October 11, 2019.

Fiscal Impact/Analysis

No direct fiscal impact. However, when the site is ultimately sold the Town would receive its share of the proceeds from the sale.

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
RRB Second Amendment to Settlement Agreement - TA Approved	11/9/2018	Resolution
Second Amendment to Settlement Agreement - County Commission	11/9/2018	Agreement

RESOLUTION NO. 2019 - _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT WITH BROWARD COUNTY FOR THE LITIGATION STYLED CITY OF SUNRISE ET. AL. VS. BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, First, Broward County (the "County") and several Broward municipalities entered into a Settlement Agreement to settle the litigation styled City of Sunrise et. al. vs. Broward County, 17th Judicial Circuit Court Case No. CACE-013-015660 (the municipalities defined in the Settlement Agreement as the Settling Municipalities shall be collectively referred to herein as the "Settling Municipalities"); and

WHEREAS, Second, on May 14, 2015, the Town Council of the Town of Southwest Ranches (the "Town") adopted Resolution No. 2015-045 authorizing the settlement of the litigation styled City of Sunrise, et. al. vs. Broward County; authorizing the Town Administrator to execute a Settlement Agreement with Broward County; and authorizing the Town Administrator to execute a Settlement Proceeds Distribution Agreement with the settling municipalities; and

WHEREAS, Third, the Settlement Agreement provides for the County and the Settling Municipalities to agree to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250, as further described in the Settlement Agreement ("Alpha 250"); and

WHEREAS, Fourth, on August 11, 2016, the Town Council adopted Resolution No. 2016-052, approving the First Amendment to the Settlement Agreement, to delay the sale of Alpha 250 while a joint independent study is performed regarding the following issues:

- (i) how a 75% County-wide recycling goal may be reached;
- (ii) whether retaining public ownership of Alpha 250 would facilitate the meeting of that recycling goal or would provide other benefits in connection with solid waste disposal within Broward County; and
- (iii) general solid waste disposal issues as determined by the Working Group (as defined in the First Amendment), which may include options regarding flow control and potential governance or contractual structures for collaborative management of solid waste disposal; and

WHEREAS, Fifth, in June 2017, the County retained Arcadis, U.S., Inc., Kessler Consulting, Inc., Total Municipal Solutions, L.L.C., and GMAC Consulting, L.L.C. (collectively,

the "Arcadis Team") to conduct the study (the "Study"), which the Arcadis team commenced in October 2017; and

WHEREAS, Sixth, consistent with the First Amendment to the Settlement Agreement, the County Administrator and six designated mayors (the "Mayors") provided Written Approval of Extension of Sale Delay Period Under First Amendment to Settlement Agreement until October 11, 2018, that further extended the sale delay period until October 11, 2018; and

WHEREAS, Seventh, in August 2018, the Arcadis Team concluded the Study and issued its Solid Waste and Recycling Issues Study Interim Final Report (the "Interim Final Report"), that summarizes the Arcadis Team's findings based on the Study and includes its final evaluations and recommendations; and

WHEREAS, Eighth, in order to analyze the Interim Final Report and to address the final evaluations and recommendations presented therein, the County and the Settling Municipalities desire to amend the Settlement Agreement to further extend the Sale Delay Period until October 11, 2019, which period may be further extended for up to three additional periods, provided that any such additional extension be approved in writing by the County Administrator and the Mayors.

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

Section 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Second Amendment to the Settlement Agreement, attached as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute the Second Amendment to the Settlement Agreement with the County, together with such non-substantial changes as are acceptable to the Town Administrator and approved as to form and legal sufficiency by the Town Attorney.

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

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches,
this 15th day of November, 2018, on a motion by _____, seconded by

_____.

McKay _____
Jablonski _____
Fisikelli _____
Hartmann _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney

115188780.1



SECOND AMENDMENT TO SETTLEMENT AGREEMENT

This Second Amendment ("Second Amendment") to the Settlement Agreement (the "Settlement Agreement") by and between Broward County, Florida, a political subdivision of the State of Florida (the "County"), and the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, the Town of Southwest Ranches, the City of Wilton Manors, the Town of Hillsboro Beach, and the Village of Sea Ranch Lakes, all political subdivisions of the State of Florida (individually, each is a "Settling Municipality"; collectively, the "Settling Municipalities"), is made and entered into as of the Second Amendment Effective Date (as defined below).

Recitals

A. In June 2015, the County and the Settling Municipalities entered into a Settlement Agreement to settle the litigation styled *City of Sunrise, et al. v. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660.

B. The Settlement Agreement provides for the County and the Settling Municipalities to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250, as further described in the Settlement Agreement ("Alpha 250").

C. The City of Lauderdale Lakes, the City of West Park, the City of Oakland Park, and the Town of Pembroke Park, all political subdivisions of the State of Florida (individually, each is a "Consenting Municipality"; collectively, the "Consenting Municipalities"), did not join the above-referenced litigation or the Settlement Agreement but instead entered into Interlocal Agreements Regarding Distribution of Solid Waste Disposal District Assets with the County pursuant to which they have received and will receive their respective *pro rata* shares of proceeds distributed under the terms of the Settlement Agreement, including their respective shares from any sale of Alpha 250.

D. In an amendment to the Settlement Agreement, dated June 9, 2016 (the "First Amendment"), the County and the Settling Municipalities agreed to delay the sale of Alpha 250 for one year from the effective date of the First Amendment (the "Sale Delay Period") to allow the County to procure a study (the "Study") for an evaluation and recommendations regarding how to reach a 75% County-wide recycling goal, what impact retaining public ownership of Alpha 250 would have on that recycling goal and County-wide solid waste disposal, and other general solid waste disposal issues that might be identified through the Study. The First Amendment provided that the Settlement Agreement may be further amended based upon the results of the Study. In addition, the First Amendment allowed the County and the Settling Municipalities to further extend the Sale Delay Period for an additional period of up to one year upon written

approval of the County Administrator and the Mayors of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston (collectively, the "Mayors").

E. In June 2017, the County retained Arcadis, U.S., Inc., Kessler Consulting, Inc., Total Municipal Solutions, L.L.C., and GMAC Consulting, L.L.C. (collectively, the "Arcadis Team") to conduct the Study, which the Arcadis Team commenced in October 2017.

F. Thereafter, consistent with the First Amendment, the County Administrator and the Mayors provided Written Approval of Extension of Sale Delay Period Under First Amendment to Settlement Agreement Until October 11, 2018 (the "Written Approval of Extension"), which further extended the Sale Delay Period until October 11, 2018.

G. In August 2018, the Arcadis Team concluded the Study and issued its Solid Waste and Recycling Issues Study Interim Final Report (the "Interim Final Report"), which summarizes the Arcadis Team's findings based on the Study and includes its final evaluations and recommendations.

H. In order to analyze the Interim Final Report and address the final evaluations and recommendations presented therein, the County and the Settling Municipalities desire to amend the Settlement Agreement to further extend the Sale Delay Period under the terms and conditions stated herein.

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

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. Notwithstanding any provision to the contrary in the Settlement Agreement, the First Amendment, or the Written Approval of Extension, the County and the Settling Municipalities agree to extend the Sale Delay Period until October 11, 2019. The Sale Delay Period may be further extended for up to three additional periods, each for up to one year, provided that any such additional extension be approved in writing by the County Administrator and the Mayors.
3. Amendment Approval Process.
 - a. Once approved by the County Commission, this Second Amendment shall be presented for approval at public Commission/Council meetings at each of the Settling Municipalities and Consenting Municipalities (the County shall communicate this requirement to the Consenting Municipalities).
 - b. To be effective, this Second Amendment must, within one hundred twenty (120) days after approval by the County Commission: (1) be approved and executed by all Settling Municipalities, with concurrent notice attaching true copies thereof provided to the County; and (2) be consented to by each of the Consenting

Municipalities through a separate written instrument between the County (by and through the County Administrator) and each of the Consenting Municipalities in which each of the Consenting Municipalities agrees to the terms of the Second Amendment.

4. **Effective Date.** The date of the last approval and execution of this Second Amendment by a Settling Municipality, or the date of the last execution of a written instrument reflecting the consent of a Consenting Municipality, whichever is last, is the "Second Amendment Effective Date."

5. Except as otherwise revised in this Second Amendment, the terms and conditions of the original Settlement Agreement as modified by the First Amendment shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement or the First Amendment. The preparation of this Second Amendment has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party hereto. In the event a portion of this Second Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify that portion of this Second Amendment in a manner designed to effectuate the original intent of the parties.

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

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Settlement Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 13th day of September, 2018, and the SETTLING MUNICIPALITIES, signing by and through their respective Mayors or other representatives duly authorized to execute same.


BROWARD COUNTY

ATTEST:



Bertha [Name],
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By 

Mayor

2018 day of September, 2018



Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 

Keoki M. Baron (Date)
Assistant County Attorney

Town of Southwest Ranches

ATTEST:

_____ OF _____

Assistant Town Admin/Town Clerk

BY: _____
Mayor

___ day of _____, 2018

Approved as to form and legality:

By: _____
Town Attorney

By: _____
Town Administrator

___ day of _____, 2018

___ day of _____, 2018

SPECIAL MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 5:45 PM

September 27, 2018

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Freddy Fisikelli

Council Member Steve Breitreuz

Council Member Gary Jablonski

Council Member Denise Schroeder

Andy Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Special Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 6:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Resolutions

3. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO PREPARE AND TO SUBMIT A GRANT APPLICATION TO THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO HELP FUND PARK DEVELOPMENT WITHIN THE TOWN'S CALUSA CORNERS PARK IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00), WITH NO REQUIRED MATCH; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO ANY NECESSARY AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

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

4. Adjournment - Meeting was adjourned at 6:05 PM.

Respectfully submitted:

Ivette Solera, Deputy Town Clerk

*Adopted by the Town Council on
this 15th day of November, 2018.*

Doug McKay, Mayor

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

**SECOND BUDGET HEARING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida**

Thursday 6:00 PM

September 27, 2018

13400 Griffin Road

Present:

Mayor Doug McKay
Vice Mayor Freddy Fisikelli
Council Member Steve Breitreuz
Council Member Gary Jablonski
Council Member Denise Schroeder

Andy Berns, Town Administrator
Russell Muñiz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, Town Financial Administrator
Keith Poliakoff, Town Attorney

Second Budget Hearing of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 6:05 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Administrator Comments

Town Administrator Berns thanked the Town Council for working collaboratively among themselves, and also staff to make the budget process work efficiently. He read a prepared statement required by Florida Statutes outlining the components of the budget which determined the proposed millage rate.

4. Presentation by Finance

Town Financial Administrator Sherwood advised that final millage rate and the second reading of the budget ordinance needed to be adopted this evening. He presented a PowerPoint presentation which illustrated the Town's proposed millage rate of 4.8311 which moves the relative position of the Town to 8th lowest of 31 municipalities in Broward County, and also presented the total proposed budget of \$12,738,712 over all funds.

Millage Rate and Budget Hearing

Resolution

5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND ADOPTING THE FINAL MILLAGE RATE FOR TAXATION OF REAL AND PERSONAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE 2018-2019 FISCAL YEAR, COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: TO APPROVE THE RESOLUTION.

The following motion was made by Council Member Breitzkreuz, seconded by Council Member Schroeder, and passed by a 4-1 roll call vote. The vote was as follows: Council Members Breitzkreuz, Jablonski, Vice Mayor Fisikelli, Mayor McKay voting Yes, and Council Member Schroeder voting No.

Ordinance – 2nd Reading

6. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2018-2019, COMMENCING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Breitzkreuz, seconded by Council Member Jablonski, and passed by a 4-1 roll call vote. The vote was as follows: Council Members Breitzkreuz, Jablonski, Vice Mayor Fisikelli, Mayor McKay voting Yes, and Council Member Schroeder voting No.

MOTION: TO APPROVE THE ORDINANCE.

7. Adjournment- Meeting was adjourned at 7:05 PM.

Respectfully submitted:

Ivette Solera, Deputy Town Clerk

*Adopted by the Town Council on
this 15th day of November, 2018.*

Doug McKay, Mayor

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

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

October 11, 2018

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Freddy Fisikelli

Council Member Steve Breitreuz

Council Member Gary Jablonski

Council Member Denise Schroeder

Andy Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Jeff Katims, Town Planner

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 8:44 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Public Comment

The following members of the public addressed the Town Council: Marygay Chaples, Jim Lasky, George Cailis, Tommy Pinder, John Eastman, and Bob Hartmann.

4. Board Reports

None were presented.

5. Council Member Comments

Council Member Schroeder responded to comments made in Public Comment. She asked Town Attorney Poliakoff if it was allowed to campaign during Public Comment. Town Attorney Poliakoff responded that people are not allowed to campaign during Public Comment.

Council Member Breitreuz stated that it will be his last month serving in the capacity of Council Member. He expressed that not only has it been an honor, but a privilege to serve the Town and to raise his children here.

Council Member Jablonski advised of upcoming events including the Country Roads Arts & Crafts Festival on October 20th, the ROCA Halloween event on October 27th, the DMV Flow Mobile on October 25th, the Broward County Property Appraiser on November 1st, the Classic Car Show & Chili Festival on November 17th, and Meet the Candidates on Monday, October 15th with John Eastman, and Wednesday, October 17th with Bob Hartmann.

Vice Mayor Fisikelli offered no comments.

Mayor McKay offered no comments.

6. Legal Comments

Town Attorney Poliakoff informed that an email with a copy of a Town resolution had been sent to the Broward County Property Appraiser's office to state that tax exemption should be used at the Town-owned property that is being used for fill. He added that the Office of the Inspector General's (OIG) final report regarding errors in billing by the Town's former solid waste disposal provider were confirmed. He invited everyone to look up the report online or to ask Town Administrator Berns for further questions.

7. Administration Comments

Town Administrator Berns added that the OIG's final report identified that the solid waste disposal provider had billed its residential disposal rate to the Town based on a higher rate used in the prior year, rather than the rate that was actually paid to the solid waste vendor provider. He explained that policies and procedures will be put into place to avoid future missteps.

Ordinance

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PERTAINING TO THE REGULATION OF NEW COMMERCIAL PLANT NURSERIES AS A SPECIAL EXCEPTION USE; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") BY AMENDING SECTION 10-30, "TERMS DEFINED;" AMENDING ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTIONS 045-030, "GENERAL PROVISIONS" AND 045-050, "PERMITTED AND PROHIBITED USES;" AMENDING ARTICLE 60, "COMMUNITY FACILITY DISTRICT," SECTION 060-030, "PERMITTED AND PROHIBITED USES;" AMENDING ARTICLE 100, "APPLICATION SUBMITTAL AND NOTICE PROCEDURES," SECTIONS 100-020, "GENERAL APPLICATION REQUIREMENTS," 100-030, "MINIMUM REQUIRED CONTENT FOR ALL PUBLIC HEARING NOTIFICATIONS," AND 100-060, "MAIL NOTICE REQUIREMENTS FOR PUBLIC HEARINGS;" CREATING ARTICLE 112, "SPECIAL EXCEPTION USES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held October 25, 2018}

MOTION: TO APPROVE THE ORDINANCE.

The following motion was made by Council Member Jablonski, seconded by Council Member Breitkreuz, and not passed by a 2-3 roll call vote. The vote was as follows: Council Members Breitkreuz and Council Member Jablonski voting Yes, and Council Member Schroeder, Vice Mayor Fisikelli, and Mayor McKay voting No.

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PERTAINING TO THE REGULATION OF NEW COMMERCIAL PLANT NURSERIES AS A SPECIAL EXCEPTION USE; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") BY AMENDING SECTION 10-30, "TERMS DEFINED;" AMENDING ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTIONS 045-030, "GENERAL PROVISIONS" AND 045-050, "PERMITTED AND PROHIBITED USES;" AMENDING ARTICLE 60, "COMMUNITY FACILITY DISTRICT," SECTION 060-030, "PERMITTED AND PROHIBITED USES;" AMENDING ARTICLE 100, "APPLICATION SUBMITTAL AND NOTICE PROCEDURES," SECTIONS 100-020, "GENERAL APPLICATION REQUIREMENTS," 100-030, "MINIMUM REQUIRED CONTENT FOR ALL

PUBLIC HEARING NOTIFICATIONS," AND 100-060, "MAIL NOTICE REQUIREMENTS FOR PUBLIC HEARINGS;" CREATING ARTICLE 112, "SPECIAL EXCEPTION USES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held October 25, 2018}

MOTION: TO TABLE THE ORDINANCE TO FEBRUARY 14, 2019 AT 7:00 PM.

The following motion was made by Council Member Schroeder, seconded by Vice Mayor Fisikelli, and not passed by a 2-3 roll call vote. The vote was as follows: Council Member Schroeder and Mayor McKay voting Yes, and Council Member Breitzkreuz, Jablonski, and Vice Mayor Fisikelli voting No.

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PERTAINING TO THE REGULATION OF NEW COMMERCIAL PLANT NURSERIES AS A SPECIAL EXCEPTION USE; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") BY AMENDING SECTION 10-30, "TERMS DEFINED;" AMENDING ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTIONS 045-030, "GENERAL PROVISIONS" AND 045-050, "PERMITTED AND PROHIBITED USES;" AMENDING ARTICLE 60, "COMMUNITY FACILITY DISTRICT," SECTION 060-030, "PERMITTED AND PROHIBITED USES;" AMENDING ARTICLE 100, "APPLICATION SUBMITTAL AND NOTICE PROCEDURES," SECTIONS 100-020, "GENERAL APPLICATION REQUIREMENTS," 100-030, "MINIMUM REQUIRED CONTENT FOR ALL PUBLIC HEARING NOTIFICATIONS," AND 100-060, "MAIL NOTICE REQUIREMENTS FOR PUBLIC HEARINGS;" CREATING ARTICLE 112, "SPECIAL EXCEPTION USES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held October 25, 2018}

MOTION: TO TABLE THE ORDINANCE TO FEBRUARY 14, 2019 AT 7:00 PM.

The following motion was made by Council Member Breitzkreuz, seconded by Council Member Jablonski, and passed by a 4-1 roll call vote. The vote was as follows: Council Members Breitzkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli voting Yes, and Mayor McKay voting No.

9. Adjournment - Meeting was adjourned at 9:14 PM.

Respectfully submitted:

Ivette Solera, Deputy Town Clerk

*Adopted by the Town Council on
this 15th day of November, 2018.*

Doug McKay, Mayor

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