

RESOLUTION NO. 2022-004

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC. IN THE AMOUNT OF EIGHT HUNDRED EIGHTY THOUSAND NINETY-ONE DOLLARS AND THIRTY CENTS (\$880,091.30) TO COMPLETE THE BROWARD COUNTY SURTAX FUNDED TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 128TH AVENUE, SW 130TH AVENUE (MELALEUCA ROAD), SW 133RD AVENUE, SW 135TH AVENUE (LUPO LANE), AND SW 136TH AVENUE (HOLATEE TRAIL) (BC-SWRANCHES-FY2020-00003); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete the Transportation Surface Drainage and Ongoing Rehabilitation (TSDOR) of SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Avenue (Lupo Lane), SW 134th Avenue and SW 136th Avenue (Holatee Trail); and

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

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

WHEREAS, the project was awarded \$1,223,165.00 by the Broward County Board of County Commissioners; and

WHEREAS, as per the funding agreement, the project must be constructed before June 6, 2022; and

WHEREAS, the project was budgeted for as a TSDOR Surtax Capital Improvement Project in the Fiscal Year 2021-2022 Town Budget; and

WHEREAS, on August 23, 2021, the Town advertised IFB 21-004 for the improvements; and

WHEREAS, on September 29, 2021, the Town received six (6) responses; and

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

WHEREAS, Weekley Asphalt Paving, Inc.'s proposal totals Eight Hundred Eighty Thousand Ninety-One Dollars and Thirty Cents (\$880,091.30); and

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

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

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

Section 2. The Town Council hereby approves an agreement with Weekley Asphalt Paving, Inc. in the amount of Eight Hundred Eighty Thousand Ninety-One Dollars and Thirty Cents (\$880,091.30) for the Transportation Surface Drainage and Ongoing Rehabilitation of SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Avenue (Lupo Lane), SW 134th Avenue and SW 136th Avenue (Holatee Trail) in substantially the same form as that attached hereto as Exhibit "A" and Exhibit "C."

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

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

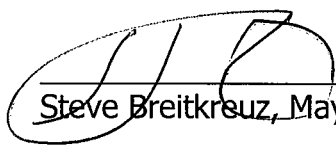
[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 28th day of October 2021 on a motion by

Cm Kuczenski and seconded by Cm Jablonski.

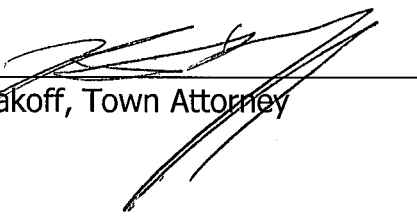
Breitkreuz	<u>Yes</u>
Hartmann	<u>Yes</u>
Allbritton	<u>Yes</u>
Jablonski	<u>Yes</u>
Kuczenski	<u>Yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>


Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.727.01

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH
AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

WEEKLEY ASPHALT PAVING, INC

FOR

**“IFB 21-004 TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING
REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH
AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE
(HOLATEE TRAIL)”**

**AGREEMENT FOR
“IFB 21-004 TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this day of _____ 2021 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Weekley Asphalt Paving, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to IFB 21-004 TSDOR SW 128-136 (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 21-004 on Monday August 23, 2021 (“IFB”); and

WHEREAS, 6 bids were received by the Town on Tuesday September 28, 2021; and

WHEREAS, the Town has adopted Resolution No. 2021- _____ at a public meeting of the Town Council approving the recommended award and has selected Weekley Asphalt Paving, Inc. for award of the Project.

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

Section 1: Scope of Services

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.
- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation, or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

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

“IFB 21-004 TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)”

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Procurement and Budget Officer. The Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the Notice to Proceed

shall commence within ten (10) days after the Project Initiation Date specified in the Notice to Proceed.

- 2.5 Time being of the essence throughout this contract, Contractor must obtain Substantial Completion of the Work within **one hundred and fifty (150) calendar days of the date of the Notice to Proceed**, and Final Completion within **thirty (30) calendar days** from the date of Substantial Completion.

Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:

- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
- (v) All Work has been completed; and
- (vi) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

- 2.6 Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 2.5, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 2.5, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

- 2.7 **Liquidated/Delay Damages** ("LD's") – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.5 above, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely

payments to Town, the Town shall have the right to deduct liquidated damages from monies due or to become due to Contractor.

Final Completion of the Work shall be achieved no later than 30 calendar days from Substantial Completion or within **one hundred eighty (180)** days from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications, and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

2.8 Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by Town.

2.9 Additionally, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the Broward Surtax if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. Section 2.7 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$880,091.30 Dollars (“Contract Price”).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town’s receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town’s engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor’s obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor’s performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

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

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:

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- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**: Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY**: Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue, Suite 601
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this

Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third-Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

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

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

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

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

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

other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
 5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.6

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.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Weekley Asphalt Paving, Inc.
20701 Stirling Rd,
Pembroke Pines, FL 33332

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Weekley Asphalt and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 28th day of October 2021.

WITNESSES:

MB
Kellen M. Reed

~~CONTRACTOR: Weekley Asphalt Paving, Inc.~~

By: ~~_____~~
~~Daniel D. Weekley, President (title)~~
~~30 day of September 2021~~

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Steve Breitkreuz, Mayor
28th day of October 2021

By: [Signature]
Andrew D. Berns, Town Administrator
28th day of October 2021

ATTEST:

[Signature]
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney

**EXHIBIT C – MUNICIPAL 170 AGREEMENT
CONTRACT BETWEEN TOWN OF SOUTHWEST RANCHES
AND Weekley asphalt Paving, Inc FOR**

TSDOR (Transportation Surface Drainage and Ongoing Rehabilitation) projects on roadways: SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor, SW 202nd Avenue, SW 201st Terrace, SW 199th Avenue, SW 196th Lane.
BID/CONTRACT NO.: IFB 21-004

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BID/CONTRACT NO.: IFB 21-004

**CONTRACT BETWEEN TOWN OF SOUTHWEST RANCHES
AND WEEKLEY ASPHALT PAVING, INC. FOR**

TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS:
SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH
AVENUE (HOLATEE TRAIL)

BID/CONTRACT NO.: IFB 21-004

Project Title:	TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
Location:	SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB Number:	21-004
Contract Number:	21-004
Project Number:	

SUMMARY OF TERMS AND CONDITIONS

General Contractor:	WEEKLEY ASPHALT PAVING, INC.
Contractor Address:	20701 STIRLING RD, PEMBROKE PINES, FL 33332
Federal Identification No.:	59-0753039

Contract Administrator:	
Contract Administrator Address:	

Consultant:	
Consultant Address:	

Article	Description	Unit
3.2	Substantial Completion	<u> 150 </u> Days from the Project Initiation Date in NTP
3.2	Final Completion	<u> 30 </u> Days from Substantial Completion
3.3	[If applicable] Liquidated Damages for each calendar day after time specified in Notice to Proceed	\$ <u> </u> per day
3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$ <u> </u> per day
3.3	Liquidated Damages for each calendar day after time specified for Final Completion	\$ <u> </u> per day
3.3	[If applicable] Liquidated Damages for each calendar day after time specified for interim Milestones (or phase):	Interim Milestone #1 \$ <u> </u> per day
		Interim Milestone #2 \$ <u> </u> per day

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Article	Description	Unit
	[Milestones 1, 2, 3, etc.: Division 1, Section ____]	Interim Milestone #3 \$ _____ per day
8.4	The Parties designate the following as the respective places for giving of notice:	For Town: For Contractor:
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	\$ _____ per day
54 (General Conditions)	<input type="checkbox"/> Broward County Business Enterprise (CBE) or Small Business Enterprise (SBE) commitment	As awarded _____%

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CONTRACT

This is a construction contract ("Contract") by and between the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), and WEEKLEY ASPHALT PAVING, INC. (collectively referred to as the "Parties"), for the goods and services set forth herein.

RECITALS

A. [Insert recitals if applicable]

B. [Insert recitals if applicable]

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

ARTICLE 1 DEFINITIONS

Whenever the following terms appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

1.1. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.

1.2. **Board** means the Town Council of the Town of Southwest Ranches, Florida, its successors and assigns.

1.3. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.4. **Consultant** means the architect or engineer who has contracted with Town or who is an employee of Town, and provides professional services for this Project.

1.5. **Contract Administrator** means the Director of Public Works, or such other person designated by the Director of Public Works in writing.

1.6. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 8 of this Contract, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, and any additional documents the submission of which is required by this Project.

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- 1.7. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.
- 1.8. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.
- 1.9. **Contractor** means the person, firm, or corporation with whom Town has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.
- 1.10. **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances.
- 1.11. **Field Order** means a written order that orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.12. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.
- 1.13. **Materials** means materials incorporated in this Project or used or consumed in the performance of the Work.
- 1.14. **Notice(s) to Proceed** means a written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.15. **Plans** or **Drawings** means the official graphic representations of this Project that are a part of the Contract Documents.
- 1.16. **Project** means the construction project described in the Contract Documents, including the Work described therein.
- 1.17. **Project Initiation Date** means the date upon which the Contract Time commences.
- 1.18. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances.

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1.19. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.20. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and Town or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.21. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor who is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.22. **Work** means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents for the Project.

ARTICLE 3 CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by Town's Director of Purchasing and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all additional Work. Except

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for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within sixty (60) days from the Project Initiation Date specified in the Notice to Proceed, and Final Completion within thirty (30) days from the date of Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

3.4. Town may deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as Town may, in its sole discretion, deem just and reasonable.

3.5. Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by Town.

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ARTICLE 4 CONTRACT SUM

4.1. This is a Unit Price Contract.*

4.1.1. Town shall pay to Contractor the amounts determined for the total number of each of the units of Work completed at the unit price stated in the Contract Price. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.

4.1.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2. This is a Lump Sum Contract.*

4.2.1. Town shall pay Contractor the Contract Price for the performance of the Work described in the Contract Documents.

4.2.2. Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract lump sum should be included in the lump sum price to which the item is most applicable.

***Note:** Only the subsections corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case both subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by Town.

ARTICLE 5 PROGRESS PAYMENTS

5.1. Contractor may make an application for payment ("Application for Payment"), at intervals of not more than once a month, for Work completed during the Project. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed by such Subcontractors during the Project. Contractor's applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of

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claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B). Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

(Name and address of individual to receive the Pay Application)

Rod Ley, Public Works Director/Town Engineer

13400 Griffin Rd, Southwest Ranches, FL 33330

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified hereinbefore, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that Town determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, Town shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten business days after the corrected Application for Payment is stamped as received. Any dispute between Town and Contractor shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. Town may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of Town.

[DELETE NEXT PARAGRAPH IF NOT APPLICABLE]

As payment for Materials and equipment stored at the Project site, Contractor shall receive payment equal to ninety percent (90%) of the invoiced amount of the Materials and equipment in the manner set forth in this paragraph. The invoiced amount shall be based on the value of all acceptable Materials and equipment not yet incorporated in the Work but delivered and suitably stored at the Project site and scheduled for installation on-site within thirty (30) days after the date of the Application for Payment. Copies of the supplier's invoices for the Materials and equipment shall be included with the Application for Payment.

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5.3. Town may withhold, in whole or in part, payment with respect to any Application for Payment to such extent as may be necessary to protect itself from loss on account of:

5.3.1 Defective work not remedied.

5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town relating to Contractor's performance.

5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.

5.3.4 Damage to another contractor not remedied.

5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.

5.3.6 Failure of Contractor to provide documents required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any withheld payment shall be made to the extent otherwise due.

ARTICLE 6 ACCEPTANCE AND FINAL PAYMENT

6.1. Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) days. If Consultant and Contract Administrator find that the Work is acceptable; that the requisite documents have been submitted; that the requirements of the Contract Documents are fully satisfied; and that all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

6.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following Final Payment Package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; and the final bill of Materials, if required, and the final Application for Payment. This Final payment package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers (Form 13), which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, Town shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work

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fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.

6.4. Final payment shall be made only after the Board or Director of Public Works, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1. Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Contract is within Contractor's legal powers, and each individual executing this Contract on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority

7.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to Town in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, 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 Contract.

7.4. Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5. Discriminatory Vendor and Scrutinized Companies List. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Contractor further represents that it is not ineligible to contract with Town on any of the grounds stated in Section 287.135, Florida Statutes.

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7.6. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.8. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to Town, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.9. Breach of Representations. In entering into this Contract, Contractor acknowledges that Town is materially relying on the representations, warranties, and certifications of Contractor stated in this article. Town shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, Town shall have the right, at its sole discretion, to terminate this Contract without any further liability to Contractor, to deduct from any amounts due Contractor under this Contract the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Contractor under this Contract. Furthermore, a false representation may result in debarment from Town's procurement activities.

7.10. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

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ARTICLE 8 MISCELLANEOUS

8.1. Contract Documents and Priority of Provisions. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, Contractor shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

[USE IF APPLICABLE]

Notwithstanding the forgoing, to the extent the Contract Documents include Florida Department of Transportation ("FDOT") provisions, the following priority of provisions shall apply in the event of a conflict:

- ~~First Priority: Approved Change Orders, Addendums, or Amendments~~
- ~~Second Priority: Technical Specifications~~
- ~~Third Priority: Supplemental Conditions or Special Terms~~
- ~~Fourth Priority: General Terms and Conditions~~
- ~~Fifth Priority: Contract~~
- ~~Sixth Priority: Solicitation documents~~
- ~~Seventh Priority: Contractor's response to solicitation documents~~

8.2. Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract 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 Town. This Contract shall not constitute or make the Parties a partnership or joint venture.

8.3. Third-Party Beneficiaries. Except for Broward County to the extent expressly identified herein, neither Contractor nor Town intends to directly or substantially benefit a third party by entering into this Contract. Therefore, the Parties agree that, other than Broward County, there are no third-party beneficiaries to this Contract (other than Consultant to the extent this Contract expressly provides Consultant with specific rights or remedies).

8.4. Notices. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested; by commercial express carrier with acknowledgment of delivery; or by hand delivery, addressed to the party to be notified at the last place specified, each of the foregoing with a simultaneous copy sent via electronic mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

For Town:
Town of Southwest Ranches
Town Administrator

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13400 Griffin Road
Southwest Ranches, Florida 33330

E-mail: ABerns@SouthwestRanches.org

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

For Contractor:

WEEKLEY ASPHALT PAVING, INC.
20701 STIRLING RD, PEMBROKE PINES FL 33332

E-mail: DANWEEKLEY@WEEKLEYASP.COM

8.5. Assignment and Performance. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions. Any attempted assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, and shall constitute a breach of this Contract.

8.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and is therefore a material term hereof.

8.7. No Waiver. Town's failure to enforce any provision of this Contract shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Contract. The failure to assert a breach of a provision of this Contract shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Contract.

8.8. Severability. In the event any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

8.9. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO**

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THIS CONTRACT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.

8.10. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by Contractor and the Board or another person to whom appropriate authority has been delegated or who is otherwise authorized to execute same.

8.11. Prior Contracts. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement or understanding concerning the subject matter of this Contract that is not contained in this Contract or the Contract Documents.

8.12. Compliance with Laws. Contractor must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations in the course of providing any services funded by Town.

[DELETE IF NOT A "COVERED CONTRACT" AT TIME OF CONTRACT AWARD]

8.13. Workforce Investment Program. This Contract constitutes a "Covered Contract" under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract. Until at least one year after the conclusion of this Contract, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the

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Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Contract. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

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

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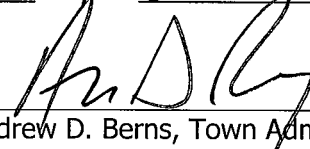
IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract: WEEKLEY ASPHALT PAVING, INC. and the TOWN OF SOUTHWEST RANCHES, FL, through its Town Council, signing by and through its Mayor or Vice Mayor, duly authorized to execute same by Town Council action on the 28th day of October, 2021.

TOWN OF SOUTHWEST RANCHES By:



Steve Breitkreuz, Mayor

28th day of October, 2021

By: 

Andrew D. Berns, Town Administrator

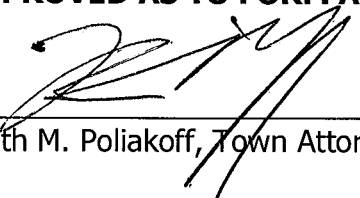
28th day of October, 2021

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:



Keith M. Poliakoff, Town Attorney

TSDOR (Transportation Surface Drainage and Ongoing Rehabilitation) projects on roadways: SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor, SW 202nd Avenue, SW 201st Terrace, SW 199th Avenue, SW 196th Lane.

BID/CONTRACT NO.: IFB 21-004

**CONTRACT BETWEEN TOWN OF SOUTHWEST RANCHES AND
Weekley Asphalt Paving, Inc. FOR
DRAINAGE IMPROVEMENTS FOR SW 50TH STREET AND SW 182ND TERRACE**

BID/CONTRACT NO.: IFB 21-004

[If incorporated sign below.]

Contractor

ATTEST:

Secretary

Wayne D. Weekley

(Print/Type Name)

(Corporate Seal)

[If not incorporated sign below.]

Weekley Asphalt Paving, Inc.

(Name of Corporation)

By:

President/Vice President

Daniel D. Weekley, President

(Print/Type Name)

30 day of September, 2021.

Contractor

(Business Name)

By:

(Signature)

(Print/Type Name and Title)

___ day of _____, 20___.

WITNESSES:

(Signature)

(Print/Type Name)

(Signature)

(Print/Type Name)

TSDOR (Transportation Surface Drainage and Ongoing Rehabilitation) projects on roadways: SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor, SW 202nd Avenue, SW 201st Terrace, SW 199th Avenue, SW 196th Lane.

BID/CONTRACT NO.: IFB 21-004

CONTRACT SUPPLEMENT

BID/CONTRACT NO.: IFB 21-004

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents shall be followed in strict accordance as to Work, performance, material(s), and dimensions except when Consultant may authorize, in writing, an exception.

1.2 Dimensions given in figures shall predominate over scaled measurements from the Drawings; however, any discrepancies regarding figures shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.

1.3 Contractor shall be furnished ten (10) copies of this Contract, free of charge, two (2) of which shall be preserved and always made accessible to Consultant and Consultant's authorized representatives. Additional copies of this Contract may be obtained from Town at the cost of reproduction.

ARTICLE 2 INTENTION OF TOWN

Town intends to describe in this Contract a functionally complete Project (or part thereof) to be constructed in accordance with this Contract and in accordance with all codes and regulations governing construction of the Project. The Work is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, as well as all labor, materials, equipment, and tasks, that are such an inseparable part of the Work described that exclusion of them from the Work would render performance by Contractor impractical, illogical, or unconscionable, and shall be supplied by Contractor whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning, unless specified otherwise herein. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of opening of bids for the Project. Contractor shall comply with such specifications, manuals, codes, laws, or regulations. Town will have no duties other than those duties and obligations expressly set forth within this Contract.

ARTICLE 3 PRELIMINARY MATTERS

3.1. At least five (5) days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant's review and acceptance:

3.1.1. A progress schedule in the indicated form:

Bar Chart

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- Modified Critical Path Method ("CPM")
- CPM
- Computerized CPM

(CPM is interpreted to be generally as outlined in the Association of General Contractors ("AGC") publication, "The Use of CPM in Construction.")

The progress schedule shall indicate the start and completion dates of the various stages of the Work, and shall show an activity network for the planning and execution of the Work. Included with the progress schedule shall be a narrative description of the progress schedule. The progress schedule must be updated monthly by Contractor, submitted as part of each Application for Payment, and must be acceptable to Consultant.

3.1.2. A preliminary schedule of Shop Drawing submissions; and

3.1.3. In a lump sum contract or in a contract that includes lump sum bid items of Work, a preliminary schedule of values for all of the Work that includes quantities and prices of items aggregating the Contract Price and that subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include a breakdown of labor, equipment, materials, and an appropriate amount of overhead and profit applicable to each item of Work, which amounts Contractor must confirm in writing at the time of submission.

In addition, after award but prior to the submission of the progress schedule, Consultant, Contract Administrator, and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation; provided, however, that neither Consultant nor Town shall be responsible for the nonperformance by the utility owners.

3.2. At a time specified by Consultant, but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant, and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1; to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment; and to establish a working understanding among the Parties as to the Work.

3.3. Within thirty-five (35) days from the Project Initiation Date set forth in the applicable Notice to Proceed, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant's acceptance of the finalized progress schedule shall only be with respect to the orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by Town or Consultant of the means or methods of construction

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or of the sequencing or scheduling of the Work. Such acceptance will neither impose on Consultant or Town responsibility for the progress or scheduling of the Work, nor relieve Contractor from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

ARTICLE 4 PERFORMANCE BOND AND PAYMENT BOND

4.1. Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 1) and Payment Bond (Form 2). Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to Town the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, laborers, and Subcontractors employed pursuant to this Project. Each Bond shall be with a surety company that is qualified pursuant to Article 5. Each Bond must name "Broward County" as an additional obligee.

4.2. Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond provided to ensure that Contractor will, upon notification by Town, correct any defective or faulty work or materials that appear within one (1) year after Final Completion of this Contract.

4.3. Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide Town with evidence of such recording.

4.4. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of Town and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by Town for one (1) year after completion and acceptance of the Work.

ARTICLE 5 QUALIFICATION OF SURETY

5.1. For all Bid Bonds, Performance Bonds, and Payment Bonds over \$500,000.00:

5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.

5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set

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forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide Town with evidence satisfactory to Town that such excess risk has been protected in an acceptable manner.

5.1.3. A surety company that is rejected by Town may be substituted by the Bidder or proposer with a surety company acceptable to Town, but only if the bid amount does not increase.

5.1.4. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Amount of Bond	Policy Holder's Ratings
500,001 to 1,500,000	A- III
1,500,001 to 2,500,000	A, VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,001	A IX

5.2. For projects that do not exceed \$500,000.00, Town may accept a Bid Bond, Performance Bond, and Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit (Form 4) so certifying should be submitted with the Bid Bond, Performance Bond, and Payment Bond.

5.3. More stringent requirements of any grantor agency may be set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

ARTICLE 6 INDEMNIFICATION

Contractor shall indemnify and hold harmless Town and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due Contractor under this Contract may be retained by Town until all of Town's claims for indemnification

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pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town. These indemnifications shall survive the term of this Contract.

ARTICLE 7 INSURANCE REQUIREMENTS

7.1. The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements Exhibit B, which is a part of the Contract Documents. For purposes of this article, the term "Town" shall include Town and its members, officials, officers, and employees.

7.2. For the duration of the Contract, Contractor shall, at its sole expense, maintain at least the minimum limits of insurance coverage designated in the Contract Documents (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit B, Town shall be entitled to any such broader coverage and higher limits maintained by Contractor. Town reserves the right at any time to review and adjust the limits and types of coverage required under this article. Contractor shall add Town and "Broward County" as an additional insured on all insurance coverage required by the Contract Documents.

7.3. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with the Contract. All required insurance under this article shall provide primary coverage, list Town as an additional insured, and shall not require contribution from any Town insurance, self-insurance or otherwise. All insurance held by Town, as well as Town's self-insurance, shall be in excess of and shall not contribute to the insurance provided by Contractor. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against Town, and agrees to obtain same in an endorsement on all lines of insurance required of Contractor under this article including any excess or umbrella policies.

7.4. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by Town's Risk Management Division.

7.5. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B, and shall submit same to Town, at least fifteen (15) days prior to the effective date of the Contract or commencement of the Work for Town's written approval of such retentions or deductibles. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against Town. Town may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by

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either the named insured or Town, if so elected by Town, and Contractor agrees to obtain same in endorsements to the required policies.

7.6. To the extent insurance requirements are designated in the Minimum Insurance Requirements, the applicable policies shall comply with the following:

7.6.1. Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of: Mold, fungus, or bacteria; Terrorism; Silica, asbestos or lead; Sexual molestation; and Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract. Town, Consultant, and Broward County shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

7.6.2. Contractor shall maintain products or completed work coverage for a minimum of (3) years from the date of the final completion of the Work, unless otherwise stated in the Insurance Requirements Exhibit. In that case, the term specified in the Insurance Requirements shall govern the duration of the coverage required by this paragraph.

7.6.3. Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Contract. Town and Consultant shall be included on the policy (and any excess or umbrella policy) as "Additional Insureds."

7.6.4. Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against Town in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with Town scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

In the event that Contractor provides all or a portion of the Workers' Compensation/Employer's Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers'

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Compensation/Employer's Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect Town against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish Town with evidence of a stand-alone separate Workers' Compensation/Employer's Liability insurance policy issued with Contractor as an additional insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Contract Documents. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

7.6.5. Professional Liability Insurance. Such insurance shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Contract.

7.6.6. Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. Such policy shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; Privacy/Security Breach Response coverage, including Notification Expenses.

7.6.7. Environmental Pollution Liability. Such insurance shall include clean-up costs and provide coverage to Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to all claims reported within at least three years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which claims would have been covered had the coverage been provided on an occurrence basis.

7.6.8. Property Insurance, Builder's Risk, or Installation Floater. Such insurance shall be in force and evidenced to Town as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks," Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000) for each claim for all perils except wind and flood. For the perils of wind and flood, Contractor shall maintain a deductible that is commercially feasible but which does not exceed five (5%) of the "values at risk at the time of loss" unless otherwise approved by Town.

Sublimits: With respect to coverage for the peril of wind, the policy shall not be subject to any sublimit less than Fifty Million Dollars (\$50,000,000) per occurrence. With respect

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to the peril of Flood, the policy shall not be subject to any sublimit less than Ten Million Dollars (\$10,000,000) per occurrence. Any sublimit for wind or flood lower than those identified in the foregoing must be approved by Town.

Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by Town.

Town reserves the right to purchase or provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of Contractor's or Subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the contractors. If Town elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by Contractor may be modified to account for the insurance being provided by Town, at Town's discretion. Such modification may also include execution of Waiver of Subrogation documentation. In the event that a claim with respect to this Project is made upon Town's insurance policy, Contractor shall be responsible for up to the first Fifty Thousand Dollars (\$50,000) of the deductible amount for such claim.

7.7. On or before the effective date of the Contract, or at least fifteen (15) days prior to commencement of the Work, Contractor shall provide Town with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article.

7.8. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Contract and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor shall provide notice to Town of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide Town with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

7.9. If and to the extent requested by Town, Contractor shall provide to Town complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after Town's request.

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7.10. Contractor shall ensure that "Town of Southwest Ranches, Florida, 13400 Griffin Rd, Florida 33330," "Broward County," and Consultant are listed as additional insureds on all policies required under this article. Town shall be listed as Certificate Holder.

7.11. Contractor shall require each Subcontractor to maintain insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Town of Southwest Ranches, Florida," "Broward County," and Consultant are named as additional insureds under the Subcontractors' applicable insurance policies. In the event Contractor or any Subcontractor fails to maintain the insurance required by the Contract Documents, Town may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide services under the Contract unless and until the requirements of this section are satisfied. If requested by Town, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

7.12. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the effective date of the Contract; (2) the required coverage must be maintained after termination or expiration of the Contract for at least the duration stated in Exhibit B; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Contract for at least the duration stated in Exhibit B.

ARTICLE 8 LABOR AND MATERIALS

8.1 Unless otherwise provided herein, Contractor shall provide and pay for all Materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

8.2 Contractor shall at all times enforce strict discipline and good order among its employees and Subcontractors at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

ARTICLE 9 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

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ARTICLE 10 WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

ARTICLE 11 PERMITS, LICENSES, AND IMPACT FEES

11.1. Except as otherwise provided within the Special Instructions for Vendors, Contractor shall secure and pay for all permits and licenses required by federal, state, or local laws, rules, and regulations necessary for the Work. Contractor shall have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed, for all persons working on the Project for whom a Certificate of Competency is required.

11.2. Contractor shall pay all impact fees levied by any municipality. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor shall not include profit or overhead of Contractor.

ARTICLE 12 RESOLUTION OF DISPUTES

12.1. To prevent all disputes and litigation, the Parties agree that Consultant shall decide all questions, claims, difficulties, and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents or fulfillment of the Contract as to the character, quality, amount, and value of any work done or materials furnished, or proposed to be done or furnished, under or by reason of the Contract Documents, and Consultant's decisions of all claims, questions, difficulties, and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty, or dispute that cannot be resolved by agreement of the Contract Administrator and Contractor shall be submitted to Consultant in writing within five (5) days from the date of impasse. Unless a different period of time is set forth in this Contract, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) days from the date of the receipt of the claim, question, difficulty, or dispute, unless Consultant requires additional time to gather information or allow the Parties to provide additional information. Except for disputes directly related to the promptness of payment as set forth in Section 5.1 of the Contract, all nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction.

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12.2. In the event the determination of a dispute under this article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

ARTICLE 13 INSPECTION OF WORK

13.1. Consultant and Town shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring, and testing.

13.1.1. Should the Contract Documents, Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than Town, timely notice shall be given of the date fixed for such testing. Testing shall be performed promptly, and, where practicable, at the source of supply. If any of the Work is covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

13.1.2. Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with this Contract, Town shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with this Contract, Contractor shall pay such cost.

13.2. Inspectors shall have no authority to permit deviations from, or to relax or waive, any of the provisions of the Contract Documents, or to delay the Project by failure to inspect the materials and work with reasonable promptness, without the written permission or instruction of Consultant.

13.3. The payment of any compensation, the giving of any gratuity, or the granting of any favor, of any character or form, by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

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ARTICLE 14 SUPERINTENDENCE AND SUPERVISION

14.1. Town's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

14.2. On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of Town, Consultant, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by Town and Consultant.

14.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

14.4. If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

14.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 15 TOWN'S RIGHT TO TERMINATE CONTRACT

15.1. The Contract Administrator may give notice in writing to Contractor and its Surety of delay, neglect, or default, specifying the same with a notice to cure, upon the occurrence of any of the following:

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- 15.1.1. Contractor fails to begin the Work within fifteen (15) days after the Project Initiation Date;
 - 15.1.2. Contractor fails to perform the Work with sufficient workers, equipment, or materials to ensure the prompt completion of the Work;
 - 15.1.3. Contractor performs the Work unsuitably or causes it to be rejected as defective and unsuitable;
 - 15.1.4. Contractor discontinues performance of the Work in contravention of the accepted schedule;
 - 15.1.5. Contractor fails to perform any material term set forth in this Contract;
 - 15.1.6. Contractor becomes insolvent or declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or
 - 15.1.7. From any other cause whatsoever, Contractor fails to carry on the Work in an acceptable manner.
- 15.2. If Contractor, within a period of ten (10) days after such notice, does not proceed to cure in accordance therewith, then Town's awarding authority for this Contract may, upon written certification from Consultant of the fact of such delay, neglect, or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the Project site and take the performance of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition, Town may enter into an agreement for the completion of the Project according to the terms and provisions of this Contract, use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs, and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In the event the damages and expenses so incurred by Town shall exceed the unpaid balance, Contractor shall be liable and shall pay to Town the amount of said excess.
- 15.3. If Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and the rights and obligations of Town and Contractor shall be the same as if the termination had been exercised pursuant to the Termination for Convenience clause as set forth in Section 15.4 below.
- 15.4. This Contract may be terminated for convenience, for any reason or no reason, in writing by Town upon ten (10) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes

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effective. In such case, Contractor shall be paid for all Work executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments that had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services that Contractor has not performed. Contractor acknowledges that it has received good, valuable, and sufficient consideration for Town's right to terminate this Agreement for convenience in the form of Town's obligation to provide advance notice to Contractor of such termination in accordance with this Section 15.4.

15.5. Upon receipt of a notice of termination pursuant to Sections 15.2, 15.4, or 15.6, Contractor shall promptly discontinue all affected Work unless the notice of termination directs otherwise, and shall deliver or otherwise make available to Town all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

15.6. This Contract may also be terminated by the Town Council:

15.6.1. Upon the disqualification of Contractor as a Broward County CBE or SBE firm by County's Director of the Office of Economic and Small Business Development ("OESBD") if Contractor's status as a CBE or SBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor;

15.6.2. Due to fraud, misrepresentation, or material misstatement by Contractor in the course of obtaining this Contract or attempting to meet the CBE or SBE contractual obligations;

15.6.3. Upon the disqualification of one or more of Contractor's CBE or SBE participants by Broward County's Director of the OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Contract and such status was misrepresented by Contractor or such participant;

15.6.4. Upon the disqualification of one or more of Contractor's CBE or SBE participants by Broward County's Director of the OESBD if such CBE or SBE participant attempted to meet its CBE or SBE contractual obligations through fraud, misrepresentation, or material misstatement;

15.6.5. If Contractor is determined by Broward County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE or SBE status of its disqualified CBE or SBE participant; or

15.6.6. If Contractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section

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287.134, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

ARTICLE 16 SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Town. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Town may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with Town shall entitle Town to terminate this Contract for cause.

ARTICLE 17 PROJECT RECORDS AND RIGHT TO AUDIT

17.1 Audit Rights and Retention of Records. Contractor shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this article may be performed by any representative of Town or Broward County (including any outside representative engaged by either entity). Town and Broward County may conduct audits or inspections at any time during the term of this Contract and for a period of three years after the expiration or termination of this Contract (or longer if required by law). Town and Broward County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor's employees, Subcontractors, vendors, or other labor.

17.2 Town and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Town and Broward County may conduct such audit or review at Contractor's place of business, if deemed appropriate by Town or Broward County, with seventy-two (72) hours' advance notice. Contractor agrees to provide adequate and appropriate work space for such review. Contractor shall provide Town and Broward County with reasonable access to Contractor's facilities, and Town and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract.

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

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- a) Compliance with Contract
- b) Compliance with Town’s code of ethics
- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to Town, in order to facilitate efficient use of Town resources when reviewing or auditing Contractor’s billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting all reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

17.3 Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this article.

17.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town’s disallowance and recovery of any payment reliant upon such entry.

17.5 If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to Town of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of the audit conducted by Town, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by Contractor to Town or Broward County (as applicable), along with any required

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adjustments for the overpricing or overcharges. Any adjustments or payments due as a result of any such audit or inspection shall be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of the audit findings to Contractor.

ARTICLE 18 RIGHTS OF VARIOUS INTERESTS

Whenever work being done by Town's forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

ARTICLE 19 EXPLOSIVES

When the use of explosives is necessary in performance of the Work, Contractor shall exercise the utmost care in the handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner in storage clearly marked "Dangerous-Explosives," and shall be placed in the care of competent watchmen. When the use of explosives becomes necessary, Contractor shall furnish to Town proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included in the policies themselves.

ARTICLE 20 DIFFERING SITE CONDITIONS

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 12. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of Substantial Completion.**

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ARTICLE 21 PLANS AND WORKING DRAWINGS

Town, through Consultant, shall have the right to modify the details of the plans and specifications and to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of this Contract. In case of disagreement between the written and graphic portions of this Contract, the written portion shall govern.

ARTICLE 22 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

Contractor shall verify all dimensions, quantities, and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions, or discrepancies found therein within three (3) days after discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy to not stop or delay work, because Consultant will advise Contractor how to proceed to avoid stoppage or delay of Work. Contractor shall not be liable for damages resulting from errors, omissions, or discrepancies in this Contract unless Contractor recognized such error, omission, or discrepancy, and failed to report it to Consultant.

ARTICLE 23 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

23.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.

23.2. Contractor shall be responsible for all Materials, equipment and supplies pertaining to the Project. In the event any such Materials, equipment or supplies are lost, stolen, damaged, or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town, except as provided in Article 30.

ARTICLE 24 WARRANTY

Contractor warrants to Town that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by the provisions of Article 26 herein.

ARTICLE 25 SUPPLEMENTARY DRAWINGS

25.1. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes that may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

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25.2. The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

ARTICLE 26 DEFECTIVE WORK

26.1. Consultant has the authority to reject or disapprove Work that Consultant finds to be defective. If required by Consultant, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

26.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by Consultant, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary, at Contractor's expense. Any expense incurred by Town in making such removals, corrections, or repairs, shall, at Town's election, be paid for out of any monies due or which may become due to Contractor or charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

26.3. If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, nor shall such failure obligate Town to final acceptance.

ARTICLE 27 TAXES

Contractor shall pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all their requirements.

ARTICLE 28 SUBCONTRACTS

28.1. Each Subcontractor must possess certificates of competency and licenses required by law. Contractor shall notify the Contract Administrator and Consultant of any change in Subcontractors.

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28.2. Contractor shall not employ any Subcontractor against whom Town or Consultant may have a reasonable objection. Contractor shall not be required to employ any Subcontractor against whom Contractor has a reasonable objection.

28.3. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, persons directly or indirectly employed by its Subcontractors, and persons for whose acts any of its Subcontractors may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and Town or any obligation on the part of Town to pay or to see the payment of any monies due any Subcontractor. Town or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific work performed.

28.4. Contractor shall bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of Town.

28.5. Contractor shall perform the Work with its own organization, amounting to not less than _____ percent of the Contract Price.

ARTICLE 29 SEPARATE CONTRACTS

29.1. Town has the right to enter into contracts with other parties in connection with this Project. Contractor shall afford such other parties reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate this Work with theirs.

29.2. If any part of Contractor's Work depends for proper execution or results on the work of any third parties, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results of Contractor's Work. Contractor's failure to so inspect and report shall constitute an acceptance of the third party's work as fit and proper for the performance of Contractor's Work, except as to defects which may develop in the third parties' work after the execution of Contractor's Work.

29.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to not interfere with or impact any other contractor on the site. Should such interference or impact occur, Contractor shall indemnify Town from any liability to the affected contractor related to such interference or impact.

29.4. To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall immediately report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

ARTICLE 30 USE OF COMPLETED PORTIONS

30.1. Town has the right at its sole option to take possession of and use any completed or partially completed portions of the Project ("Designated Area"). Such possession and use shall

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not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by Town.

30.2. In the event Town decides to take possession of any completed or partially completed portions of the Project, the following shall occur:

30.2.1. Town shall give notice to Contractor in writing at least thirty (30) days prior to Town's intended occupancy of a Designated Area.

30.2.2. Contractor shall complete to the point of Substantial Completion the Designated Area and request inspection and issuance of a Certificate of Substantial Completion (007600-1) from Consultant.

30.2.3 Upon Consultant's issuance of a Certificate of Substantial Completion for the Designated Area, Town will assume full responsibility for maintenance, utilities, subsequent damages of Town and public, adjustment of insurance coverages, and start of warranty for the Designated Area.

30.2.4 Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the Designated Area.

30.2.5. If Town decides to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by Town and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 31 LANDS OF WORK

31.1. Town shall provide, as may be indicated in this Contract, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by Town for the use of Contractor.

31.2. Contractor shall obtain, at Contractor's own expense and without liability to Town, any additional rights to land and access thereto that may be required for temporary construction

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facilities, temporary easements, or for storage of materials. Contractor shall furnish to Town copies of written permission obtained by Contractor from the owners of such land.

ARTICLE 32 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor, hours of work, and Contractor's operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

ARTICLE 33 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

33.1. Utility lines in the Project area have been shown on the Plans. However, Town does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.

33.2. Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

33.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

33.4. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. Town reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. Town's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

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ARTICLE 34 VALUE ENGINEERING

Contractor may request substitution of Materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Consultant's prior written acceptance by a Change Order or an approved Shop Drawing. In no event will any substitution accepted by Consultant result in an increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, regardless of whether the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Price including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and Town and shall be processed as a deductive Change Order. Town may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

ARTICLE 35 PAYMENT BY TOWN FOR TESTS

Except when otherwise specified in this Contract, the expense of all tests requested by Consultant shall be borne by Town and performed by a testing firm chosen by Consultant. For road construction projects, the procedure for making tests required by Consultant will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. Contractor is responsible for the cost of any required test in which the tested Work fails.

ARTICLE 36 CHANGE IN THE WORK OR TERMS OF CONTRACT

36.1. Without invalidating this Contract and without notice to any surety, Town has the right to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable by Town to fully and acceptably complete the proposed Work in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

36.2. Any changes to the terms of this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity as this Contract prior to the initiation of any Work described in such change. This section shall not prohibit the issuance of Change Orders executed only by Town, as provided in this Contract.

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ARTICLE 37 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

37.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in the Work. Field Orders may not change the Contract Price or the Contract Time.

37.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or performance of the Work. Supplemental Instructions may not change the Contract Price or the Contract Time.

ARTICLE 38 CHANGE ORDERS

38.1. Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Town's Procurement Code, as amended from time to time.

38.2. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by Town. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

38.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Town may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as Town deems necessary to complete the work associated with the disputed item or submit the matter in dispute to Consultant as set forth in Article 12.

38.4. Under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town. During the pendency of the dispute, and upon receipt of a Change Order from Town, Contractor shall promptly proceed with the change in the Work involved and advise Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

38.5. On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide Town such updated bonds.

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ARTICLE 39 VALUE OF CHANGE ORDER WORK

39.1. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

39.1.1 If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

39.1.2 By mutual acceptance of a lump sum, which sum Contractor and Town acknowledge contains a component for overhead and profit.

39.1.3 On the basis of the "cost of work," determined as provided in Sections 39.2 and 39.3, plus a Contractor's fee for overhead and profit as determined in Section 39.4.

39.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 39.3.

39.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by Town and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by Town.

39.2.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Town deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to Town. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Town, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by Town with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. Town will not be responsible for the cost

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of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

39.2.3 Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by Town, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor, and shall deliver such bids to Town who will then determine, with the advice of Consultant, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

39.2.4 Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5 Supplemental costs including the following:

39.2.5.1 All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

39.2.5.2 Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.

39.2.5.3 The cost of utilities, fuel, and sanitary facilities at the site.

39.2.5.4 Cost of premiums for additional bonds and insurance required because of changes in the Work.

39.3 The term "cost of the work" shall not include any of the following:

39.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

39.3.2 Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.

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- 39.3.3 Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.
- 39.3.4 Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
- 39.3.5 Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.
- 39.3.6 Other overhead or general expense costs of any kind.
- 39.4 Contractor's fee for overhead and profit shall be determined as follows:
- 39.4.1 A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;
- 39.4.2 A fee based on the following percentages of the various portions of the cost of the Work:
- 39.4.2.1 For costs incurred under subsections 39.2.1 and 39.2.2, Contractor's fee shall not exceed ten percent (10%).
- 39.4.2.2 For costs incurred under subsection 39.2.3, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
- 39.4.2.3 No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5 (except subsection 39.2.5.3) and Section 39.3.
- 39.5 The amount of credit to Town for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.
- 39.6 Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.
- 39.7 If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

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39.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

39.8.1 Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment and other items of cost.

39.8.2 Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

39.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

ARTICLE 40 NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

40.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) days from the date of impasse in accordance with Article 12 hereof. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

40.2 The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension in accordance with Section 40.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Town, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

ARTICLE 41 NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Town by reason of any delays except as provided herein. Contractor shall not be entitled

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to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of Town or its Consultant.

ARTICLE 42 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

42.1 Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

42.1.1 Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time; (ii) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers or vendor; and (iii) is caused solely by fraud, bad faith or active interference on the part of Town or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

Town and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be \$200.00 per day for each day this Contract is delayed due to a Compensable Excusable Delay.

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42.1.2 Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers and vendors; (ii) is caused by circumstances beyond the control of Town or Consultant; or (iii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by Town or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 43 SUBSTANTIAL COMPLETION

When Contractor determines in good faith that the Work, or a portion thereof designated by Town pursuant to Article 30 hereof, has reached Substantial Completion, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Form 10). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion, which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Town and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. Consultant and the Contract Administrator shall develop and Contractor shall review the list of all Work yet to be completed by Contractor to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to Contractor within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five (5) days. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

ARTICLE 44 NO INTEREST

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

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

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ARTICLE 45 SHOP DRAWINGS

45.1 Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with this Contract.

45.2 Within thirty (30) days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing all materials and equipment in accordance with this Contract. This procedure is required in order to expedite final approval of Shop Drawings.

45.3 After the approval of the list of items required in Section 45.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

45.4 Contractor shall thoroughly review and check the Shop Drawings, and shall approve each and every copy by initialing same, and shall transit a letter of approval to Consultant and Town.

45.5 If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall specify such departures make specific mention thereof in its letter of transmittal to Consultant and Town. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with this Contract.

45.6 Consultant shall review and approve Shop Drawings within twenty-one (21) days from the date received, unless said Shop Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or Work required by this Contract but not indicated on the Shop Drawings. No Work called for by Shop Drawings shall be performed until the said Shop Drawings have been approved by Consultant. Approval by Consultant shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

45.7 No approval will be given to partial submittals of Shop Drawings for items that interconnect or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting or interdependent items, check such items, and then make one submittal to Consultant along with Contractor's comments as to compliance, noncompliance, or features requiring special attention.

45.8 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

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45.9 Contractor shall submit the number of copies of Shop Drawings required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

45.10 Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

ARTICLE 46 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

46.1 The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare record or "as-built" drawings of the same, which must be sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the bid prices for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

46.2 Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.

46.3 Prior to, and as a condition precedent to Final Payment, Contractor shall submit to Town Contractor's record drawings or as-built drawings acceptable to Consultant.

ARTICLE 47 SAFETY AND PROTECTION

47.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

47.1.1 All employees on the work site and other persons who may be affected thereby;

47.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

47.1.3 Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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47.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect person or property from damage, injury, or loss, and Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when performance of the Work may affect them. All damage, injury, or loss to any property referred to in subsections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be repaired or remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Consultant has issued a notice to Town and Contractor that the Work is acceptable except as otherwise provided in Article 30.

47.3 Contractor shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Town.

ARTICLE 48 FINAL BILL OF MATERIALS

Contractor shall be required to submit to Town and Consultant a final bill of materials with unit costs for each bid item for supply of materials installed. This shall be an itemized list of all materials with a unit cost for each material, and the total cost shall be determined on the basis of the unit costs established for each Contract item. A Final Certificate for Payment will not be issued by Consultant until Contractor submits the final bill of materials and Consultant verifies the accuracy of the units of Work.

ARTICLE 49 PROJECT SIGN

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

ARTICLE 50 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors of Town as to their responsibility for cleaning up, Town may clean up and charge the cost thereof to the contractors responsible as Consultant shall determine to be appropriate and equitable.

ARTICLE 51 HURRICANE PRECAUTIONS

51.1 During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, Contractor, at no cost to Town, shall take all precautions necessary

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to secure the Project site from any damage that may be caused by all threatened storm events, regardless of whether Town or Consultant has given notice of same.

51.2 Compliance with any specific hurricane watch or warning precautions will not constitute additional work.

51.3 Suspension of the Work caused by a threatened or actual storm event, regardless of whether Town has directed such suspension, will entitle Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 52 REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by Town, shall promptly remove any part or all of Contractor's equipment and supplies from the property of Town, failing which Town shall have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 53 DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Contract is exempt under Section 16½-157(c), Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157, Broward County Code of Ordinances, for the duration of this Contract, and the contract language referenced in Section 16½-157 is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling Town to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor from doing business with Town.

ARTICLE 54 EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

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

54.2 Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Contract. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Contract, which shall permit Town to terminate this Contract or exercise any other remedy provided under this Contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

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54.3 Contractor will meet the required CBE or SBE goal by utilizing the CBE or SBE firms listed in Exhibit ___ (or a CBE/SBE firm substituted for a listed firm, if permitted) for **FORTY** percent (40%) of total Services under this Contract (the "Commitment").

[USE FOLLOWING INSTEAD IF A CBE RESERVE PROJECT] The Parties acknowledge that this procurement is reserved solely for performance by CBE firms; therefore the CBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Contractor is a CBE firm and agrees that it will meet the Commitment by Contractor performing the Services without subcontracting, or by Contractor performing at least fifty percent (50%) of the Services and subcontracting the remainder to CBE firms listed in Exhibit ___ (or CBE firms substituted or approved in accordance with the terms of this Agreement).

[USE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 54 ACCORDINGLY] The Parties acknowledge that this procurement is reserved solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of total Services under this Agreement (the "Commitment"). Contractor is an SBE firm and agrees that it will meet the Commitment by Contractor performing the Services without subcontracting, or by Contractor performing at least fifty percent (50%) of the Services and subcontracting the remainder to SBE firms listed in Exhibit ___ (or SBE firms substituted or approved in accordance with the terms of this Agreement).

54.4 In performing the Services, Contractor shall utilize the CBE or SBE firms listed in Exhibit ___ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Contract by Town, Contractor shall enter into formal contracts with the CBE or SBE firms listed in Exhibit ___ and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

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

54.6 The Parties stipulate that if Contractor fails to meet the Commitment, the damages to Town arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in

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Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Town liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Town, such liquidated damages amount shall be either credited against any amounts due from Town, or must be paid to Town within thirty (30) days after written demand. These liquidated damages shall be Town's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Town, or inability to substitute a CBE or SBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

54.7 Contractor acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify Town in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify Town of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

54.8 OESBD may modify the Commitment in connection with any amendment, extension, modification, change order, or Work Authorization to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Contract price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE or SBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

54.9 Contractor shall provide written monthly reports to the Contract Administrator and to the Director of OESBD attesting to Contractor's compliance with the Commitment. In addition, Contractor shall allow Town and OESBD to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining Contractor's contractual and CBE or SBE obligations. The Contract Administrator or OESBD shall perform such review and monitoring.

54.10 The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE or SBE firm shall not preclude Town or its representatives from inquiring into allegations of nonpayment.

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ARTICLE 55 PUBLIC RECORDS

To the extent Contactor is acting on behalf of Town as provided in Section 119.0701, Florida Statutes, Contactor shall:

55.1.1 Keep and maintain public records required by Town to perform the services under this Contract;

55.1.2 Upon request from Town, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

55.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Contract and following completion or termination of this Contract if the records are not transferred to Town; and

55.1.4 Upon completion or termination of this Contract, transfer to Town, at no cost, all public records in possession of Contractor or keep and maintain public records required by Town to perform the services. If Contactor transfers the records to Town, Contactor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contactor keeps and maintains public records, Contactor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town upon request in a format that is compatible with the information technology systems of Town.

The failure of Contactor to comply with the provisions of this article shall constitute a material breach of this Contract entitling Town to exercise any remedy provided in this Contract or under applicable law, all of such remedies being cumulative.

A request for public records regarding this Contract must be made directly to Town, who will be responsible for responding to any such public records requests. Contactor will provide any requested records to Town to enable Town to respond to the public records request.

Any material submitted to Town that Contactor contends constitutes or contains trade secrets or contends is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contactor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event a third party submits a request to Town for records designated by Contactor as Trade Secret Materials, Town shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing

TSDOR (Transportation Surface Drainage and Ongoing Rehabilitation) projects on roadways: SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor, SW 202nd Avenue, SW 201st Terrace, SW 199th Avenue, SW 196th Lane.

BID/CONTRACT NO.: IFB 21-004

by Contactor. Contactor shall indemnify and defend Town and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO 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.

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TSDOR (Transportation Surface Drainage and Ongoing Rehabilitation) projects on roadways: SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor, SW 202nd Avenue, SW 201st Terrace, SW 199th Avenue, SW 196th Lane.

BID/CONTRACT NO.: IFB 21-004

SUPPLEMENTAL GENERAL CONDITIONS

BID/CONTRACT NO.: IFB 21-004

SUPPLEMENTAL WAGE REQUIREMENTS

1. Prevailing Wage Rate Ordinance - This Project is not federally funded. If the price of this Contract is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply.

1.1. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.

1.2. All mechanics, laborers, and apprentices, employed or working on the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.

1.3. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the Town Administrator for final determination, which shall be binding.

1.4. In the event the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to Town for any all costs incurred by Town to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

1.5. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

1.6. Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

1.7. The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers

BID/CONTRACT NO.: IFB 21-004

and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by this Contract.

1.8. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2. Federal Grant Projects:

2.1. Because this Project will be funded, in whole or in part, by the United States government through _____[Federal Agency]_____ and referred to as _____ No. _____, all Federal assurances applicable to such funding, including any and all supervening assurances set forth in Rules and Regulations published in Federal Register or C.F.R., shall apply to this Contract.

2.2. Accordingly, all clauses, terms, or conditions required by federal grantor agency with respect to the federal funding for this Project are hereby attached and made a part of this Contract. **[ATTACH RELEVANT DOCUMENTS IF SECTION 2 IS CHECKED]**

BID/CONTRACT NO.: IFB 21-004

FORM 1: PERFORMANCE BOND

Project Name: TSDOR (Transportation Surface Drainage and Ongoing Rehabilitation) projects on roadways: SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor, SW 202nd Avenue, SW 201st Terrace, SW 199th Avenue, SW 196th Lane.

Project Number: IFB 21-004

BY THIS BOND, We _____, located at _____, phone _____, and _____, as Principal, hereinafter called Contractor, and _____, located at _____, phone _____, and _____, as Surety, under the assigned Bond Number _____, are bound to the Town of Southwest Ranches, Florida ("Town"), and Broward County, Florida, as dual Obligees (hereinafter jointly and severally referred to as "Town/County"), in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. _____, with Town, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract," which includes any and all provisions for liquidated damages, and other damages identified.

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and Town for construction of _____, in the time and manner prescribed in the Contract; and
- 2) Pays Town/County all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that Town/County sustains as a result of default by Contractor under the Contract; and
- 3) Performs the guaranties of all work and materials furnished under the Contract for the time specified in the Contract, then THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by Town/County to be, in default under the Contract, with Town having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest

BID/CONTRACT NO.: IFB 21-004

responsible Bidder, or, if Town/County elects, upon determination by Town/County and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Town/County on the same terms and conditions as the Contract Documents unless otherwise agreed by Town/County, and shall make available as work progresses sufficient funds to pay the cost of completion of the Work required by the Contract in an amount less but not exceeding the balance of the Contract Price, which amount shall include other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Town/County named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

day of _____, 20____

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

BID/CONTRACT NO.: IFB 21-004

Telephone No.: _____

FORM 2: PAYMENT BOND

Project Name: TSDOR (Transportation Surface Drainage and Ongoing Rehabilitation) projects on roadways: SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor, SW 202nd Avenue, SW 201st Terrace, SW 199th Avenue, SW 196th Lane.

Project Number: IFB 21-004

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Contractor"), located at _____, phone _____, and _____, as Surety, located at _____, phone _____, under the assigned Bond Number _____ and pursuant to Section 255.05, Florida Statutes, are bound to the Town of _____, Florida ("Town") and Broward County, Florida (hereinafter jointly and severally referred to as "Town/County"), as dual Obligees, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the ____ of _____, 20____, entered into a Contract, Bid/Contract No. _____, with Town for construction of _____ located at _____, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Town/County all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that Town/County sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute Section 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Contractor a notice that he or she intends to look to the bond for protection.

BID/CONTRACT NO.: IFB 21-004

B. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

C. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (A) and/or (B), as applicable, have been given.

D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Sections 255.05(2) and 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

Print Name

Print Name and Title

day of _____, 20____

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(Print Name)

(City/State/Zip Code)

TSDOR (Transportation Surface Drainage and Ongoing Rehabilitation) projects on roadways: SW 48th Street, SW 48th Place, SW 49th Court, SW 50th Place, SW 50th Manor, SW 202nd Avenue, SW 201st Terrace, SW 199th Avenue, SW 196th Lane.

BID/CONTRACT NO.: IFB 21-004

Telephone No.: _____

BID/CONTRACT NO.: IFB 21-004

FORM 3: CERTIFICATE AS TO CORPORATE PRINCIPAL

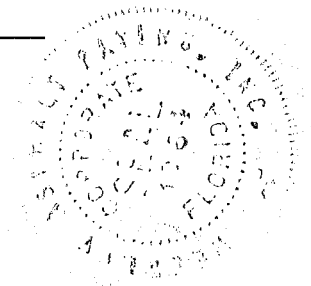
I, Wayne D. Weekley, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that Daniel D. Weekley, who signed the Bond(s) on behalf of the Principal, was then President of said corporation; that I know his/her signature; that his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

 (Seal) as Secretary of

Weekley Asphalt Paving, Inc.

Name of Corporation

(SEAL)



STATE OF FL)
) SS.
COUNTY OF BROWARD COUNTY)

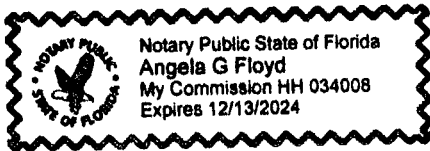
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, 7 day of October, 2021, by Wayne D. Weekley who is personally known to me or who has produced _____ as identification and who did did not take an oath, and acknowledged that he/she is authorized to execute the foregoing Performance and Payment Bond on behalf of Contractor named therein in favor of Town/County.

Subscribed and Sworn to before me this 7 day of October, 2021.

My commission expires:


Notary Public, State of Florida at Large

Bonded by Western Surety Company



BID/CONTRACT NO.: IFB 21-004

FORM 4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000.00 OR LESS

TO: TOWN OF SOUTHWEST RANCHES
RE: BID NUMBER: IFB 21-004

BIDDER: _____

Name: _____

Address: _____

Phone: _____

AMOUNT OF BOND: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

Phone: _____

This is to certify that, in accordance with Section 287.0935, Florida Statutes, the insurer named above:

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code; and
- (5) Currently holds a valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.

(Date Signed)

Agent and Attorney-in-Fact

(continued on next page)

BID/CONTRACT NO.: IFB 21-004

AFFIDAVIT

STATE OF [])
) SS.
COUNTY OF [])

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____ by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

WITNESS my hand and official seal, this [] day of [], 20[].

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

(Title or rank)

(Serial number, if any)

My commission expires:

BID/CONTRACT NO.: IFB 21-004

**FORM 5: UNCONDITIONAL LETTER OF CREDIT (PERFORMANCE AND PAYMENT GUARANTY)
FORM**

UNCONDITIONAL LETTER OF CREDIT

Beneficiary:

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

Date of Issue _____

Issuing Bank's No. _____

Applicant: _____

Amount: _____

(in United States Funds)

Expiry: _____

(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____ (Bank, Issuer Name)

at _____ (Branch Address) by order of and for the account of

_____ (Contractor, Applicant, Customer)

up to an aggregate amount, in United States Funds, of \$ _____

available by your drafts at sight, accompanied by: A signed statement from the Town Administrator of the Town of _____, Florida, or the Town Administrator's authorized representative that the drawing is due to default in performance of certain obligations on the

part of _____ (Contractor, Applicant, Customer) agreed upon by and between the Town of _____ and

_____ (Contractor, Applicant, Customer) pursuant to the Bid/Contract No. _____

for _____ (Name of Project) and Section 255.05, Florida Statutes. Drafts must be drawn and negotiated not later than _____ (expiration date). Drafts must bear the clause: "Drawn under Letter of Credit No.

_____ (number), _____ of

_____ (Bank name) dated _____."

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Town Administrator with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to Town of _____ that this Letter of Credit will expire prior to performance of Contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit

BID/CONTRACT NO.: IFB 21-004

relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the _____ (Contractor, Applicant, Customer).

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)

BID/CONTRACT NO.: IFB 21-004

FORM 6: MONTHLY (CBE/SBE) UTILIZATION REPORT

Contract #:	Contract Amount:	Date Form Submitted:	
Project Description:			
Prime Contractor:		Project Completion Date:	
Contact Person:		Period Ending:	Amt. Paid to Prime:
		Telephone#: () () ()	Fax#: () ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT CBE Subcontractor	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
Total Amount Paid to Subcontractors to Date:						

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:
	Date:

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR

BID/CONTRACT NO.: IFB 21-004

FORM 7: FINAL (CBE/SBE) UTILIZATION REPORT



FINAL (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:
Project Description:		
Project Completion Date:		
Prime Contractor:	Period Ending:	Amt. Paid to Prime:
Contact Person:	Telephone#: () ()	Fax#: () ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT CBE Subcontractor	Description of Work Address	Revised		% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
		Original Agreed Price	Agreed Price			
Total Amount Paid to Subcontractors to Date:						

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:	Date:
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OESBD Compliance Form 2009-MUR-F

BID/CONTRACT NO.: IFB 21-004

FORM 8A: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. _____
 Contract No. _____
 Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5 of the Broward County Code of Ordinances and the applicable conditions of the Contract.

Dated _____, 20____

 Contractor

By _____
 (Signature)

By _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____ by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

 (Signature of person taking acknowledgment)

 (Name of officer taking acknowledgment)

 (Title or rank)

 (Serial number, if any)

My commission expires:

BID/CONTRACT NO.: IFB 21-004

FORM 8B: STATEMENT OF COMPLIANCE (DAVIS-BACON ACT)

No. _____
 Contract No. _____
 Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis-Bacon Act and the applicable conditions of the Contract.

Dated _____, 20____

 Contractor

By _____
 (Signature)

By _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

 (Signature of person taking acknowledgment)

 (Print Name of officer taking acknowledgment)

 (Title or rank)

My commission expires:

 (Serial number, if any)

BID/CONTRACT NO.: IFB 21-004

FORM 9: CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No. _____

Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Dated _____, 20____

Contractor

By _____

(Signature)

By _____

(Name and Title)

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

NOTARY PUBLIC:

(Signature)

SEAL

(Print Name)

My commission expires: _____

BID/CONTRACT NO.: IFB 21-004

FORM 10: CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. _____
Project (Name and Address): _____
To (Town): _____
Consultant: _____
Contractor: _____
Notice to Proceed Date: _____
Consultant: _____
Date of Issuance: _____

Project or Designated Portion Shall

Include: _____

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted.

The date of Substantial Completion of the Project or portion thereof designated above is recommended as: _____

Unless otherwise defined in the contract, the definition of date of Substantial Completion is that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents, such that all conditions of permits and regulatory agencies have been satisfied and the Owner or its designee can enjoy use or occupancy and can use or operate the Project in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof does not constitute Substantial Completion.

A list of items to be completed or corrected that has been prepared by Consultant and approved by Town is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract Documents.

Consultant

By

Date

BID/CONTRACT NO.: IFB 21-004

In accordance with the terms of the Contract, Contractor will complete or correct the work on the list of items attached hereto within _____ from the above date of Substantial Completion.

Contractor By _____ Date _____

Town, through the Town Administrator, has determined the Work or portion thereof designated by Town is substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

TOWN OF SOUTHWEST RANCHES:

By Town Administrator Date _____

The responsibilities of Town and Contractor for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows: _____

BID/CONTRACT NO.: IFB 21-004

FORM 11: FINAL CERTIFICATE OF PAYMENT

Contract No. _____
Project (Name and Address): _____
To (Town): _____
Consultant: _____
Contractor: _____
Notice to Proceed Date: _____
Consultant: _____
Date of Issuance: _____

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

Consultant By _____ Date _____

Town, through its Town Administrator, accepts the work as fully complete and will assume full possession thereof at _____ on _____.
(time) (date)

TOWN OF SOUTHWEST RANCHES:

By Town Administrator Date _____

BID/CONTRACT NO.: IFB 21-004

FORM 12: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20____, from the Town of _____, Florida, the sum of _____ Dollars (\$_____) as full and final payment to Contractor for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases the Town of Southwest Ranches from all liens and claims whatsoever arising out of the Contract and Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to the Town of Southwest Ranches.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

CONTRACTOR NAME

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signor

(CORPORATE SEAL OR NOTARY)

Print Name and Title

_____ day of _____, 20____

BID/CONTRACT NO.: IFB 21-004

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

Witness signature

Business Name

Print/Type Name

By: _____
Authorized Signor

Witness signature

Print/Type Name and Title

Print/Type Name

____ day of _____, 20____

BID/CONTRACT NO.: IFB 21-004

FORM 13: FINAL LIST OF NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS

To: _____, Contractor

From: Broward County Purchasing Division

Subject: Final List of Non-certified Subcontractors/Sub-vendors

Re: _____
(Project Title, Contract Number)

The attached list of non-certified Subcontractors/sub-vendors have performed or provided services to the County for the referenced contract. Non-certified Subcontractors/sub-vendors are any Subcontractors/sub-vendors whose services under the Contract were not approved to meet the County's participation CBE/SBE goal established for this Contract, and whose participation was not listed on Contractor's "Schedule of Participation" and/or not approved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

Contractor certifies the following:

- There were no other non-certified Subcontractors/sub-vendors who provided a service to the Town for the referenced Contract. All participants on the Contract are listed on the attached list.
- There were other non-certified Subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional Subcontractors/sub-vendors are listed on the attached list.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, _____ day of _____, _____, by _____ who is personally known to me or who has produced _____ as identification and who did did not take an oath.

Notary Public:

(Seal) _____ (Signature)
_____ (Print Name)
Commission No: _____ Expires: ____/____/____

State of _____ at Large

TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)

BID/CONTRACT NO.: IFB 21-004

LETTER OF INTENT (CBE/SBE)

To Utilize a County Business Enterprise (CBE) or Small Business Enterprise (SBE)

Subcontractor/Subconsultant

Project Name: TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)

Project Number: IFB 21-004

From (Name of Proposer/Bidder): Weekley Asphalt Paving, Inc.

Firm Address: 20701 Stirling Road, Pembroke Pines, FL 33332

Project Description: TSDOR projects on roadways: SW 128 Ave, SW 130 Ave, SW 133 Ave, SW 135 Lane (Lupo Lane), SW 136 Ave (Holatee Trail)

In response to the Town of Southwest Ranches IFB/Bid No. 21-004, the undersigned hereby agree to utilize the CBE or SBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with the Town of Southwest Ranches.

Name of CBE/SBE Firm: Triple Nickel Paving, Inc.

Address of CBE/SBE Firm: 1300 NW 18th Street, Pompano Beach, FL 33069

Expiration of CBE/SBE Certification: 7-31-22, Projected CBE/SBE Work Assignment (description of work assignment): Trucking and supplying materials, etc.

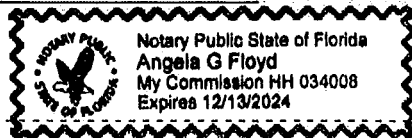
Projected Percentage of Prime's Contract Fees to be Awarded to CBE/SBE (Percentage %): 14

[Signature] 10/7/2021
(Signature of Owner or Authorized Rep. Prime) (Date)

Print Name (owner or authorized Rep. Prime): Daniel D. Weekley, President

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, 7 day of October, 2021, by Daniel D. Weekley who is personally known to me or who has produced _____ as identification and who

did did not take an oath
Notary's Signature [Signature]
Notary Seal: _____



(ACKNOWLEDGEMENT BY THE PROPOSED CBE/SBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one) an individual a partnership a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

[Signature] 10/7/2021
(Signature of Owner or Authorized Rep. CBE/SBE) (Date)

Print Name (owner or authorized Rep. CBE/SBE): Dan Maglio

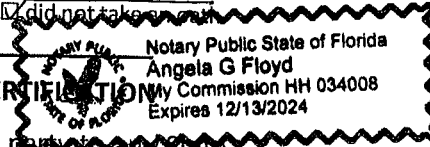
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)

BID/CONTRACT NO.: IFB 21-004

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, 7 day of October, 2021, by Dan Maglio who is personally known to me or who has produced _____ as identification and who did did not take an oath.

Notary's Signature: _____

Notary Seal: _____



EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION

On January 4, 2011, Governor Scott issued Executive Order 11-02, which a part to any State funded contracts to participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"). The E-Verify Program can be found at <http://www.uscis.gov/e-verify>.

The Town has entered into a "Memorandum of Understanding" with DHS governing the E-Verify Program. As a result of the adopting the terms and conditions of the "Memorandum of Understanding" with DHS and Executive Order 11-02, any Contractor performing work pursuant to a State funded contract issued by the Town is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned contractor hereby certifies that it will enroll and participate in the E-Verify Program in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this Contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days after the effective date of this Contract by obtaining a copy of the "Edit Company Profile" page and making such record available to the Town within seven (7) days after request from the Town.
- (3) Requiring all persons, including Subcontractors, assigned by Contractor to perform work under this Contract to enroll and participate in the E-Verify Program within ninety (90) days after the effective date of this Contract or within ninety (90) days after the effective date of the Contract between Contractor and the Subcontractor, whichever is later. Contractor shall obtain from the Subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the Town within seven days from the Town's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the Town within seven days after Town's request.

[Continued on next page]

TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)

BID/CONTRACT NO.: IFB 21-004

(Contractor's Signature) Daniel D. Weekley, President
Weekley Asphalt Paving, Inc.
(Print Vendor Name)

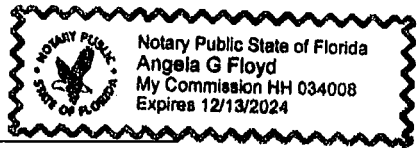
STATE OF Florida)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, 7 day of October, 2021, by Daniel D. Weekley who is personally known to me or who has produced _____ as identification and who did did not take an oath.

NOTARY PUBLIC:
(Signature)
(Print Name)

SEAL

My commission expires:



TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)

BID/CONTRACT NO.: IFB 21-004

LETTER OF INTENT (CBE/SBE)

To Utilize a County Business Enterprise (CBE) or Small Business Enterprise (SBE) Subcontractor/Subconsultant

Project Name: TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)

Project Number: IFB 21-004

From (Name of Proposer/Bidder): Weekley Asphalt Paving, Inc.

Firm Address: 20701 Stirling Road, Pembroke Pines, FL 33332

Project Description: TSDOR projects on roadways: SW 128 Ave, SW 130 Ave, SW 133 Ave, SW 135 Lane (Lupo Lane), SW 136 Ave (Holatee Trail)

In response to the Town of Southwest Ranches IFB/Bid No. 21-004, the undersigned hereby agree to utilize the CBE or SBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with the Town of Southwest Ranches.

Name of CBE/SBE Firm: Moore Walters & Associates MBE

Address of CBE/SBE Firm: 4987 N University Dr, Suite 15B, Lauderhill, FL 33351

Expiration of CBE/SBE Certification: 8-21-22 Projected CBE/SBE Work Assignment (description of work assignment): Supplying and hauling materials

Projected Percentage of Prime's Contract Fees to be Awarded to CBE/SBE (Percentage %): 26

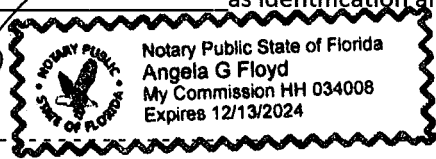
[Signature]
(Signature of Owner or Authorized Rep. Prime)

10/7/2021
(Date)

Print Name (owner or authorized Rep. Prime): Daniel D. Weekley, President

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, 7 day of October, 2021, by Daniel D. Weekley who is personally known to me or who has produced _____ as identification and who did did not take an oath.

Notary's Signature _____
Notary Seal: _____



(ACKNOWLEDGEMENT BY THE PROPOSED CBE/SBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one) an individual a partnership a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

[Signature]
(Signature of Owner or Authorized Rep. CBE/SBE)

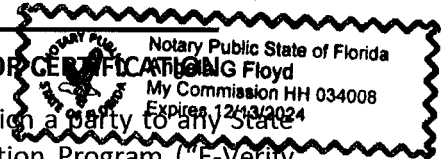
10-7-21
(Date)

Print Name (owner or authorized Rep. CBE/SBE): Angela G Floyd Walters

BID/CONTRACT NO.: IFB 21-004

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, 7 day of October, 2021 by Glen Walters who is personally known to me or who has produced DL W436-407-62-216-10 identification and who did did not take an oath.
Notary's Signature: _____ Notary Seal: _____

EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM CONTRACTOR CERTIFICATION



On January 4, 2011, Governor Scott issued Executive Order 11-02, which a party to any State funded contracts to participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"). The E-Verify Program can be found at <http://www.uscis.gov/e-verify>.

The Town has entered into a "Memorandum of Understanding" with DHS governing the E-Verify Program. As a result of the adopting the terms and conditions of the "Memorandum of Understanding" with DHS and Executive Order 11-02, any Contractor performing work pursuant to a State funded contract issued by the Town is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned contractor hereby certifies that it will enroll and participate in the E-Verify Program in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this Contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days after the effective date of this Contract by obtaining a copy of the "Edit Company Profile" page and making such record available to the Town within seven (7) days after request from the Town.
- (3) Requiring all persons, including Subcontractors, assigned by Contractor to perform work under this Contract to enroll and participate in the E-Verify Program within ninety (90) days after the effective date of this Contract or within ninety (90) days after the effective date of the Contract between Contractor and the Subcontractor, whichever is later. Contractor shall obtain from the Subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the Town within seven days from the Town's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the Town within seven days after Town's request.

[Continued on next page]

BID/CONTRACT NO.: FEB 21-004

(Contractor's Signature) Daniel D. Weekley, President
Weekley Asphalt Paving, Inc.
(Print Vendor Name)

STATE OF Florida)
) SS.
COUNTY OF Broward)

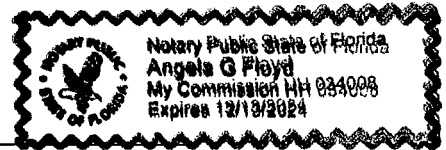
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, 7 day of October, 2021, by Daniel D. Weekley who is personally known to me or who has produced _____ as identification and who did did not take an oath.

NOTARY PUBLIC:

(Signature) _____
(Print Name) _____

SEAL

My commission expires: _____



BID/CONTRACT NO.: IFB 21-004

SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies that:

- a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the contract, the vendor, owners, or principals will immediately notify the Town in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

Daniel D. Weekley, President
(Print Name and Title)

Weekley Asphalt Paving, Inc.
(Name of Firm)

STATE OF Florida)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, 7 day of October, 2021, by Daniel D. Weekley who is personally known to me or who has produced _____ as identification and who did did not take an oath.

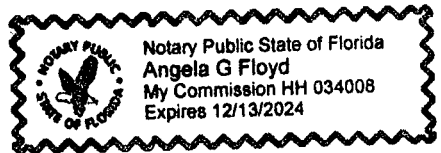
NOTARY PUBLIC:

(Signature)

(Print Name)

SEAL

My commission expires: _____



BID/CONTRACT NO.: IFB 21-004
STATEMENT OF CBE/SBE ASSURANCE

(Company Letterhead)

CONTRACTOR ASSURANCE STATEMENT

TSDOR projects on roadways: SW 128 Ave, SW 130 Ave, SW 133 Ave,
PROJECT DESCRIPTION SW 135 Lane (Lupo Lane), SW 136 Ave (Holatee Trail)

I, Daniel D. Weekley (Authorized Official/Agent), on behalf of the Weekley Asphalt Paving, Inc. (Contractor), hereby agree to comply with the County Business Enterprise (CBE) or Small Business Enterprise (SBE) requirements of the RFP between the Town of Southwest Ranches and (your company) for TSDOR projects on roadways: SW 128 Ave, SW 130 Ave, SW 133 Ave, SW 135 Lane (Lupo Lane), SW 136 Ave (Holatee Trail) Project, and to comply with the following requirements.

1. Compliance with the Town's non-discrimination policy by providing a non-discrimination Statement;
2. Acknowledgment of the CBE/SBE percentage goal established on the project; and
3. Contract to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the RFP document.

Authorized Agent of Contractor

Daniel D. Weekley, President

Printed Name & Title

954-680-8005 / 954-680-8671

Telephone Number/Fax Number

Date: 10/7/2021

Southwest Ranches Council
Mayor Steve Breikreuz
Vice Mayor Bob Hartmann
Jim Allbritton
David S. Kuczenski
Gary Jablonski



Town Administrator
Andrew Berns

INVITATION FOR BIDS

IFB No. 21-004

Town of Southwest Ranches
Is seeking proposals for:

TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)

Date issued/available for distribution: Monday, August 23, 2021

Proposer shall submit ONLINE using the Demandstar.com E-bidding platform @ www.Demandstar.com. The complete submittal must be received by the Office of the Senior Procurement and Budget Officer no later than **Tuesday, September 28, 2021, at 2:00 p.m. local time**. See Section 1.6 for mailing instructions.

Non-Mandatory Pre-Bid Conference: Friday, September 3, 2021, at 2:00 p.m. local time. See Section 1.3, of this IFB for information on the Pre-Bid Conference.

CAUTION

Amendments to this Invitation for Bids will be posted on the Southwest Ranches Procurement Department's website which can be accessed at <http://southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the bidder's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of bids.

Southwest Ranches shall not be responsible for the completeness of any IFB document, amendment, exhibit, or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

**APPENDIX A
BIDDER INFORMATION**

NAME: Weekley Asphalt Paving, Inc.


ADDRESS: 20701 Stirling Rd, Pembroke Pines, FL 33332

FEIN: 59-0753039

LICENSE NUMBER: CGC1518050 STATE OR COUNTY: Florida

LICENSE TYPE: General Contractors License
(Attach copy of license)

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

LICENSEE SIGNATURE: 

LICENSEE NAME: Barry Tod Workman

BIDDER'S SIGNATURE: 

BIDDER'S NAME: Daniel D. Weekley, President

BIDDER'S ADDRESS: 20701 Stirling Road, Pembroke Pines, FL 33332


BIDDER'S PHONE NUMBER: Office: 954-680-8005 Cell: 954-444-1054

BIDDER'S EMAIL ADDRESS: danweekley@weekleyasp.com

By: 
Daniel D. Weekley, President

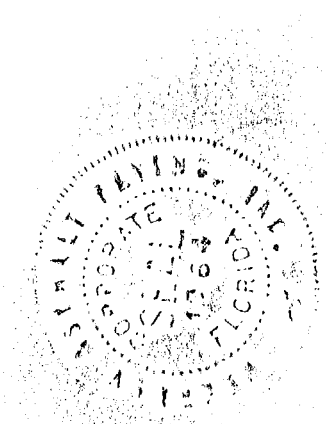
Weekley Asphalt Paving, Inc.
Name of Corporation/Entity

20701 Stirling Rd, Pembroke Pines, FL 33332
Address of Corporation/Entity


Signature of President or Authorized Principal

By: Daniel D. Weekley

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



TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

**APPENDIX B
BID SCHEDULE**

The following Bid Form is presented to assist the Town in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Town reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form based on the Work performed and completed

<u>Bid Item No.</u>	<u>5.28 Description</u>	<u>Estimated Quantity</u>	<u>nit</u>	<u>Unit Price</u>	<u>Value</u>
GC-1	Mobilization	1	LS	62,850.00	62,850.00
GC-2	Maintenance of Traffic	1	LS	79,600.00	79,600.00
GC-3	Stormwater Pollution Prevention Plan	1	LS	33,710.00	33,710.00
GC-4	Clearing and Grubbing	1	LS	130,220.00	130,220.00
GC-5	Adjusting Existing Utility Covers	1	LS	5,000.00	5,000.00
Holatee Trail					
C-1	Mill Existing Asphalt (1" Avg Depth)	2,500	SY	2.00	5,000.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	8,220	SY	5.50	45,210.00
C-3	Mill Existing Asphalt (2" Avg Depth)	5,150	SY	2.00	10,300.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	5,150	SY	11.00	56,650.00
C-5	Partial Pavement Restoration (4" Limerock)	5,700	SY	13.68	77,976.00
C-6	Full Pavement Restoration (8" Limerock)	20	SY	66.60	1,332.00
C-7	Excavation/Swale Restoration	140	CY	40.00	5,600.00
L-1	Sodding - Full Swale Restoration	850	SY	4.95	4,207.50
L-2	Sodding - Edge of Pavement Regrading/Resodding	1,950	SY	18.00	35,100.00
PM-1	6" Double Yellow, Thermoplastic	500	LF	3.00	1,500.00
PM-2	24" White, Thermoplastic	90	LF	8.00	720.00
PM-5	Reflective Pavement Marker (RPM)	60	EA	5.00	300.00
Lupo Lane					
C-1	Mill Existing Asphalt (1" Avg Depth)	4,000	SY	2.00	8,000.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	4,275	SY	6.00	25,650.00
C-3	Mill Existing Asphalt (2" Avg Depth)	450	SY	4.50	2,025.00

TOWN OF SOUTHWEST RANCHES, FLORIDA

TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	450	SY	14.00	6,300.00
C-5	Partial Pavement Restoration (4" Limerock)	225	SY	13.68	3,078.00
C-6	Full Pavement Restoration (8" Limerock)	50	SY	66.60	3,330.00
C-7	Excavation/Swale Restoration	120	CY	40.00	4,800.00
L-1	Sodding - Full Swale Restoration	715	SY	4.95	3,539.25
L-2	Sodding - Edge of Pavement Regrading/Resodding	435	SY	18.00	7,830.00
PM-1	6" Double Yellow, Thermoplastic	35	LF	3.00	105.00
PM-3	Pavement Marking, White, Arrow	1	EA	150.00	150.00
PM-4	Pavement Marking, White, Message	1	EA	500.00	500.00
PM-5	Reflective Pavement Marker (RPM)	2	EA	10.00	20.00
SW 128th Avenue					
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	2,650	SY	6.50	17,225.00
C-3	Mill Existing Asphalt (2" Avg Depth)	390	SY	14.00	5,460.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	390	SY	14.00	5,460.00
C-5	Partial Pavement Restoration (4" Limerock)	2,650	SY	13.68	36,252.00
C-7	Excavation/Swale Restoration	40	CY	40.00	1,600.00
L-1	Sodding - Full Swale Restoration	250	SY	4.95	1,237.50
L-2	Sodding - Edge of Pavement Regrading/Resodding	500	SY	18.00	9,000.00
PM-1	6" Double Yellow, Thermoplastic	50	LF	3.00	150.00
PM-2	24" White, Thermoplastic	12	LF	8.00	96.00
PM-3	Pavement Marking, White, Arrow	1	EA	150.00	150.00
PM-4	Pavement Marking, White, Message	1	EA	500.00	500.00
PM-5	Reflective Pavement Marker (RPM)	6	EA	10.00	60.00
SW 130th Avenue					
C-1	Mill Existing Asphalt (1" Avg Depth)	1,050	SY	4.00	4,200.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	2,475	SY	6.50	16,087.50
C-3	Mill Existing Asphalt (2" Avg Depth)	1,000	SY	4.00	4,000.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	1,000	SY	13.00	13,000.00

TOWN OF SOUTHWEST RANCHES, FLORIDA

TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
 IFB NO. 21-004

C-5	Partial Pavement Restoration (4" Limerock)	1,400	SY	13.68	19,152.00
C-6	Full Pavement Restoration (8" Limerock)	25	SY	66.60	1,665.00
C-7	Excavation/Swale Restoration	20	CY	40.00	800.00
L-1	Sodding - Full Swale Restoration	85	SY	4.95	420.75
L-2	Sodding - Edge of Pavement Regrading/Resodding	615	SY	18.00	11,070.00
PM-1	6" Double Yellow, Thermoplastic	50	LF	3.00	150.00
PM-2	24" White, Thermoplastic	12	LF	10.00	120.00
PM-5	Reflective Pavement Marker (RPM)	6	EA	10.00	60.00
SW 133rd Avenue					
C-1	Mill Existing Asphalt (1" Avg Depth)	3,000	SY	2.50	7,500.00
C-2	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (1" Minimum)	3,280	SY	6.50	21,320.00
C-3	Mill Existing Asphalt (2" Avg Depth)	1,400	SY	2.50	3,500.00
C-4	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (2" Minimum)	1,400	SY	13.00	18,200.00
C-5	Partial Pavement Restoration (4" Limerock)	160	SY	13.68	2,188.80
C-6	Full Pavement Restoration (8" Limerock)	120	SY	66.60	7,992.00
C-7	Excavation/Swale Restoration	150	CY	40.00	6,000.00
L-1	Sodding - Full Swale Restoration	900	SY	4.95	4,455.00
L-2	Sodding - Edge of Pavement Regrading/Resodding	400	SY	18.00	7,200.00
PM-1	6" Double Yellow, Thermoplastic	450	LF	3.00	1,350.00
PM-2	18" Yellow, Thermoplastic	200	LF	8.00	1,600.00
PM-3	Pavement Marking, White, Arrow	1	EA	150.00	150.00
PM-4	Pavement Marking, White, Message	1	EA	500.00	500.00
PM-5	Reflective Pavement Marker (RPM)	75	EA	6.00	450.00
SR-1	Site Restoration	1	LS	10,000.00	10,000.00
A-1	Allowance	1	LS	\$ ----	\$ ----
PB-1	Payment & Performance Bonds	1	LS	\$19,167.00	\$ 19,167.00
SUBTOTAL				111,572.80	
TOTAL				880,091.30	

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

TOTAL BID AMOUNT \$ 880,091.30

TOTAL BID AMOUNT (IN WORDS) Eight hundred eighty thousand and ninety one dollars and thirty cents

BIDDER FIRM: Weekley Asphalt Paving, Inc.

The following Bid Item Notes apply to all bid items:

1. Bid Item GC-1 is a lump sum pay item for all mobilization costs.
2. Bid Item GC-2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen, if required.
3. Bid Item GC-3 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item GC-4 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, striping, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item GC-5 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers.
6. Bid Item C-1 and C-3 includes all labor and equipment costs associated with milling the existing asphalt throughout the project area as shown on the plans. Price and payment shall be made at the contract unit price per square yard of existing asphalt milled (minimum depth 1" or 2") prior to placing the asphalt concrete overlay, hauling and removal of debris, and surface preparation. Any first lift of asphaltic concrete installed as part of a separate bid item must be placed so that it is not impacted or removed as part of this proposed milling process.
7. Bid Item C-2 and C-4 includes all material, labor, and equipment costs associated with installing the asphalt concrete overlay (1" or 2") throughout the project area as shown on the plans complete and accepted. This resurfacing bid item includes costs to provide a smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water.
8. Bid Item C-5 includes all material, labor, and equipment costs associated with partial pavement restoration. The costs include saw cutting, removal of asphalt, all associated excavation, management of excavated materials, reworking of limerock (4" minimum), backfill and compaction, testing, and restoring asphalt (1" minimum) to match existing grade prior to the final overlay as shown on the plans. All costs associated with the final overlay shall be included in Bid Item C-2.
9. Bid Item C-6 includes all material, labor, and equipment costs associated with full pavement restoration. The costs include saw cutting, removal of asphalt, all associated excavation, management of excavated materials, reworking of limerock (8" minimum), backfill and compaction, testing, and restoring asphalt (1" minimum) to match existing grade prior to the final overlay as shown on the plans. All costs associated with the final overlay shall be included in Bid Item C-2.
10. Bid Item C-7 includes all material, labor, and equipment costs associated with complete restoration of the swale areas as shown on the plans. Costs associated with swale restoration include root pruning, vegetation removal (excluding trees), new fill, grading, irrigation, and excavation and management of excavated material. All costs associated with sodding shall be included in Bid Item L-1.
11. Bid Item L-1 includes all material, labor, and equipment costs associated with sodding the restored swales as depicted on the plans.
12. Bid Items PM-1, PM-2, PM-3, PM-4, and PM-5 include all costs associated with installing signage, reflective pavement markers, and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. This bid item shall also include existing striping removal through water-blasting. Costs

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associated with replacing existing signs or traffic control devices damaged as a result of construction will be the responsibility of the contractor.

13. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

END OF SECTION

**APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST**

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF Broward**

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

1. Affiant appears herein as:

an individual or

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

2. Affiant's address is:

20701 Stirling Road, Pembroke Pines, FL 33332

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

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

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

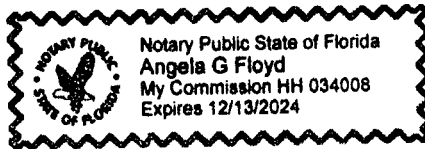
TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
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6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Daniel D. Weekley, President, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 28 day of September, 2021, by Daniel D. Weekley, who is personally known to me or who has produced _____ as identification and who did take an oath.



Notary Public

(Print Notary Name)

State of Florida at Large

My Commission Expires: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant’s corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant’s principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
-------------	----------------

Daniel D. Weekley, President;	20701 Stirling Rd, Pembroke Pines, FL 33332 33 1/3%
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Troy L. Weekley, Vice President;	20701 Stirling Rd, Pembroke Pines, FL 33332 33 1/3%
----------------------------------	---

Wayne D. Weekley, Secretary / Treasurer;	20701 Stirling Rd, Pembroke Pines, FL 33332 33 1/3%
--	---

No additional owners

**APPENDIX D
DRUG FREE WORKPLACE**

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

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

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

BIDDER SIGNATURE: _____

BIDDER NAME: Daniel D. Weekley, President

BIDDER FIRM: Weekley Asphalt Paving, Inc.

APPENDIX E

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Town of Southwest Ranches
by Daniel D. Weekley, President
for Weekley Asphalt Paving, Inc.
whose business address is 20701 Stirling Road, Pembroke Pines, FL 33332

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0753039

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

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

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

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

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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of Sept, 2021, by Daniel D. Weekley (name of person acknowledging).

By: _____

Daniel D. Weekley

(Printed Name)

President

(Title)

Sworn to and subscribed before me this 28 day of September, 2021

Personally known _____

Or Produced Identification _____

(Type of Identification)

Notary Public - State of Florida

Notary Signature

My Commission Expires _____



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

BIDDER FIRM: Weekley Asphalt Paving, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH
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APPENDIX F
NON-COLLUSION AFFIDAVIT

State of Florida)
) ss:
County of Broward)

Daniel D. Weekley being first duly sworn deposes and says that:

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of Sept., 2021, by Daniel D. Weekley (name of person acknowledging).

By: _____
Daniel D. Weekley
(Printed Name)
President
(Title)

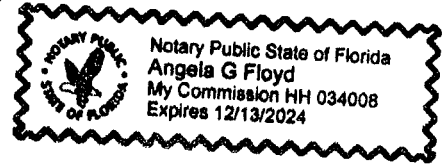
Sworn to and subscribed before me this 28 day of September, 2021,

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of Florida

(Notary Signature)



My Commission Expires: _____

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

BIDDER FIRM: Weekley Asphalt Paving, Inc.

APPENDIX G
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: Weekley Asphalt Paving, Inc.

Street address: 20701 Stirling Road

Town, State, Zip: Pembroke Pines, FL 33332

Certified By: Daniel D. Weekley
(type or print)

Title: President

Signature: 

Date: 09/28/2021

APPENDIX H
BIDDER CONFIRMATION OF QUALIFICATIONS

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

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

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

Bidder: Weekley Asphalt Paving, Inc.

Bidder's Name: Daniel D. Weekley, President

Bidder's Address: 20701 Stirling Road

Pembroke Pines, FL 33332

Bidder's Phone Number: 954-680-8005

Bidder's Email: danweekley@weekleyasp.com

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

General Contractor License No. CGC1518050

Broward County Certificate of Competency No. 78-581

BIDDER: Weekley Asphalt Paving, Inc.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
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IFB NO. 21-004

State of Florida

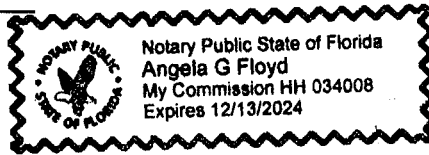
County of Broward

The foregoing instrument was acknowledged before me this 28 day of September, 20 21 by Daniel D. Weekley, President of Weekley Asphalt Paving, Inc. (Proposer), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

Notary Signature



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

BIDDER FIRM: Weekley Asphalt Paving, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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IFB NO. 21-004

N/A

***APPENDIX I**

CERTIFICATE OF AUTHORITY (IF INDIVIDUAL / SOLE PROPRIETOR)

State of _____)
) ss:
 County of _____)

I HEREBY CERTIFY that _____, as Principal or
 Owner

of (Company name) _____, is hereby authorized to execute the Bid
 dated _____20____, to the Town of Southwest Ranches and his execution thereof, attested by
 the undersigned, shall be the official act and deed of _____.

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____, 20 ____.

 Secretary:

(SEAL)

BIDDER FIRM: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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*APPENDIX L N/A
CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)

State of _____)
) ss:
County of _____)

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

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

“RESOLVED, that, _____, as _____ of the Joint Venture be and is hereby authorized to execute the Bid dated, _____ 20____, to the Town of Southwest Ranches official act and deed of this Joint Venture.”

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

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20____.

Secretary:

(SEAL)

BIDDER FIRM: _____

**APPENDIX M
BID BOND**

Bond No. _____

BID BOND

State of Florida)
County of Miami-Dade) ss:

KNOW ALL MEN BY THESE PRESENTS, that we,
Weekley Asphalt Paving, Inc.
_____, as Principal, and Western Surety Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated September 28th, 2021 for

“ IFB 21-004 - TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)”

NOW, THEREFORE,

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

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 28th day of September, 2021, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATBE TRAIL)
IFB NO. 21-004

BIDDER: Weekley ASphalt Paving, Inc.

By: _____

Title: Daniel D. Weekley, President

IN PRESENCE OF: _____

(Individual or Partnership Principal)

Wayne D. Weekley, Secretary

(SEAL)

20701 Stirling Road

(Business Address)

Pembroke Pines, FL 33332

(Town/State/Zip)

954-680-8005

(Business Phone)

SURETY: Western Surety Company

By: Francys Tolon

Francys Tolon - Attorney-in-Fact

151 N Franklin Street

(Business Address)

Chicago, IL 60606

(Town/State/Zip)

407-804-4997

(Business Phone)

IMPORTANT

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

Countersigned by Florida Agent:

Francys Tolon

Name: Francys Tolon

Date: September 28th, 2021

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Richard A Rodriguez, Lisette Rodriguez, Jose M Sardinias, Francys E Tolon, Individually

of Coconut Grove, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of August, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of August, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of September, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

TOWN OF SOUTHWEST RANCHES, FLORIDA
 TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
 IFB NO. 21-004

**APPENDIX N
 GOVERNMENTAL CONTACT INFORMATION**

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
See Attachment #1			

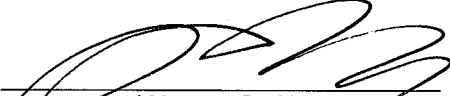
BIDDER FIRM: Weekley Asphalt Paving, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH
AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004


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

TO THE TOWN OF SOUTHWEST RANCHES:

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


ATTEST Wayne D. Weekley,
Secretary

Weekley Asphalt Paving, Inc.
CONTRACTOR

BY: 

Daniel D. Weekley, President
Print Name

Date: 09/28/2021

BIDDER FIRM: Weekley Asphalt Paving, Inc.

APPENDIX P
BIDDER CONFIRMATION OF QUALIFICATIONS

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

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

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

Bidder: Weekley Asphalt Paving, Inc.

Bidder's Name: Daniel D. Weekley, President

Bidder's Address: 20701 Stirling Road
Pembroke Pines, FL 33332

Bidder's Phone Number: 954-680-8005

Bidder's Email: danweekley@weekleyasp.com

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

General Contractor License No. CGC1518050

Broward County Certificate of Competency No. 78-581

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

State of Florida

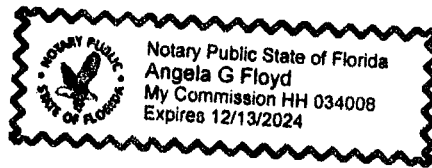
County of Broward

The foregoing instrument was acknowledged before me this 28 day of September, 2021 by Daniel D. Weekley, President of Weekley Asphalt Paving, Inc. (Bidder), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Florida County, Florida

Notary Signature



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

BIDDER FIRM: Weekley Asphalt Paving, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH
AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

APPENDIX Q
BIDDER EXPERIENCE

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

(MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

Project Name: Nova Drive Roadway Improvements
Contract Amount: \$6,443,081
Contract Date: 12/2017 - 12/2020
Client Name: Town of Davie
Address: 6591 Orange Drive, Davie, FL 33314
Contact Person: Jonathan Vogt, Town Engineer
Contact Person Tel. No.: 954-797-1137 or 954-309-0634
Contact Person Email: jonathan_vogt@davie-fl.gov

Project Name: E6L27, SR 7 / NW 7 Ave from N or NW 79 ST to Little River Drive
Contract Amount: \$1,584,337
Contract Date: 9/2018 - 6/2019
Client Name: Florida Department of Transportation - District 6
Address: 1773 NE 205th Street, North Miami Beach, FL 33179
Contact Person: Colin Johnson, Senior Project Manager
Contact Person Tel. No.: 305-640-7189 or 305-401-1615
Contact Person Email: Collin.Johnson@dot.state.fl.us

Project Name: St Andrews Blvd Resurfacing and S Verde Trail Right Turn Lanes
Contract Amount: \$1,731,713
Contract Date: 5/2017 - 2/2018
Client Name: City of Boca Raton
Address: 201 W Palmetto Park Road, Boca Raton, FL 33432
Contact Person: Elsa Tellez, Chief Construction Inspector
Contact Person Tel. No.: 561-239-0389
Contact Person Email: etellez@myboca.us

BIDDER FIRM: Weekley Asphalt Paving, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
 TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
 IFB NO. 21-004

**APPENDIX R
 SUB-CONTRACTOR LIST**

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

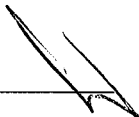
<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>
Maintenance of Traffic	Acme Barricades	4601 Oakes Road Davie, FL 33314
Pavement Markings & Signs	National Traffic Solution, Inc.	20305 SW 198th Ave Miami, FL 33187
Trucking and supplying materials, etc.	Triple Nickel Paving, Inc.	1300 NW 18th Street Pompano Beach, FL 33069
Supplying and hauling materials	Moore Walters & Associates	4987 N University Dr Lauderhill, FL 33351

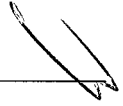
BIDDER FIRM: Weekley Asphalt Paving, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH
AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

APPENDIX S
ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. 1 09/20/2021 

Addendum No. 2 09/23/2021 

Addendum No. 3 _____

Addendum No. 4 _____

[Remainder of page intentionally left blank]

BIDDER FIRM: Weekley Asphalt Paving, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

APPENDIX T
LIABILITY CLAIMS

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

1. Name and Location of project: See Attachment #2

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

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

BIDDER FIRM: Weekley Asphalt Paving, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH
AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

APPENDIX U

INSERT W – 9

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Weekley Asphalt Paving, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 20701 Stirling Road</p> <p>6 City, state, and ZIP code Pembroke Pines, FL 33332</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> </tr> </table>										
or										
Employer identification number										
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:12.5%; border: 1px solid black; text-align: center;">5</td> <td style="width:12.5%; border: 1px solid black; text-align: center;">9</td> <td style="width:12.5%; border: 1px solid black; text-align: center;">-</td> <td style="width:12.5%; border: 1px solid black; text-align: center;">0</td> <td style="width:12.5%; border: 1px solid black; text-align: center;">7</td> <td style="width:12.5%; border: 1px solid black; text-align: center;">5</td> <td style="width:12.5%; border: 1px solid black; text-align: center;">3</td> <td style="width:12.5%; border: 1px solid black; text-align: center;">0</td> <td style="width:12.5%; border: 1px solid black; text-align: center;">3</td> <td style="width:12.5%; border: 1px solid black; text-align: center;">9</td> </tr> </table>	5	9	-	0	7	5	3	0	3	9
5	9	-	0	7	5	3	0	3	9	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	<p>Signature of U.S. person ▶ <i>Daniel D. Weekley</i></p>	<p>Date ▶ 09/28/2021</p>
------------------	--	--------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH
AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004
APPENDIX V

INSERT PROOF OF INSURANCE

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
9/16/2021

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

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

PRODUCER Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Francys Tolon		
	PHONE (A/C, No, Ext): 786.785.1126	FAX (A/C, No): 7862649232	
	E-MAIL ADDRESS: francys.tolon@usi.com		
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B: Certain Underwriters at Lloyds of London		
	INSURER C: AGCS Marine Insurance Company		22837
	INSURER D: Hallmark Specialty Insurance Company		26808
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 15434882

REVISION NUMBER: See below

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		MWZY 312426 21	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 312425 21	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SCX1011421	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	MWC 312427 21	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented Equipment			MXI93071287	3/1/2021	3/1/2022	L&R Equipment \$200,000 Deductible \$5,000

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

RE: IFB No. 21-004 - TSDOR (Transportation Surface Drainage and Ongoing Rehabilitation) projects on roadways: SW 128th Avenue, SW 130th Avenue, SW 133rd Avenue, SW 135th Lane (Lupo Lane), SW 136th Avenue (Holatee Trail).

Town of Southwest Ranches is listed as an additional insured with respects to the general liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

Town of Southeast Ranches 13400 Griffin Road Southwest Ranches, FL 33330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Excess Liability			77HX219720	3/1/2021	3/1/2022	3,000,000 Each Occurrence 3,000,000 Aggregate

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

***APPENDIX W**
STATEMENT OF NO RESPONSE N/A

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

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

or

Email: vredman@southwestranches.org

REASONS

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

Explanation: _____

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

Desire to receive future Town solicitations. Yes No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

APPENDIX X

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Daniel D. Weekley, President

Name and Title of Contractor's Authorized Official

09/28/2021

Date

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

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

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

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

B. FEDERAL CLEAN AIR AND WATER ACTS

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

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

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

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

E. BUY AMERICAN ACT

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

F. SUSPENSION AND DEBARMENT

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

G. ANTI-LOBBYING

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

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

H. EQUAL EMPLOYMENT OPPORTUNITY

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

I. NONDISCRIMINATION

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

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.

S. SURTAX CBE PROGRAM REQUIREMENTS

Compliance with CBE participation goal requirements is a matter of responsibility (or the Municipality's equivalent); vendors/firms should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the vendor's/firm's solicitation submittal, then vendor/firm must supply the required forms and information no later than three (3) business days after receipt of a request from OESBD. Vendor/firm may be deemed non-responsible (or the Municipality's equivalent) for failure to fully comply with CBE Program Requirements within these stated timeframes.

1. Vendor/firm should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier for each CBE firm the Vendor intends to use to achieve the assigned CBE participation goal. The form is available at the following link:

<https://www.broward.org/EconDev/SmallBusiness/Documents/SurtaxProjectsServicesIntent.pdf>

2. If vendor/firm is unable to attain the CBE participation goal, vendor/firm should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all required supporting information. The form is available at the following link:

<https://www.broward.org/EconDev/SmallBusiness/Documents/GoodFaithEffortsEvaluation.pdf>

OESBD maintains an online directory of CBE firms. The online directory is available for use by vendors/firms at

<https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx>.

For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <https://www.broward.org/EconDev/Pages/localcertificationprograms.aspx>

If awarded the contract, vendor/firm agrees to and shall comply with all applicable requirements of the Business Opportunity Act and the CBE Program in the award and administration of the contract including, but not limited to, the following:

1. Vendor/firm may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

and expression in the performance of this contract.

2. All entities that seek to conduct business with the Municipality, including vendor/firm or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.

3. If vendor/firm fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), then Vendor shall pay the Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.

4. Vendor/firm shall comply with all applicable requirements of the Business Opportunity Act in the award of the contract. Failure by vendor/firm to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the Municipality to terminate the contract or to exercise any other remedy provided under the contract or other applicable laws, with all such remedies being cumulative.

5. Vendor/firm shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the Municipality, for all completed subcontracted work and supplies. If vendor/firm withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the Municipality.

6. Vendor/firm understands that the Municipality and County will monitor vendor's/firm's compliance with the CBE Program requirements. Vendor/firm must provide the Municipality with a Monthly Utilization Report (MUR) by the 10th of each month to confirm its compliance with the Commitment agreed to in the contract; MURs can be submitted to the Municipality at :

Rod Ley, Public Works Director/Town Engineer
13400 Griffin Rd, Southwest Ranches, FL 33330

and online through the Broward County's iContractsCentral application, at the following webpage: <https://www.broward.org/Purchasing/Pages/icontractscentral.aspx>
Timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the Municipality's payment of vendor/firm under the contract.

Signature of Contractor's Authorized Official

Daniel D. Weekley, President

Name and Title of Contractor's Authorized Official

09/28/2021

Date



LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: 21-004

Project Title: TSDOR Projects on Roadways: SW 128 Ave, SW 130 Ave, SW 133 Ave, SW 135 Lane (Lupo Lane), SW 136 Ave (Holatee Trail)

Bidder/Offeror Name: Weekley Asphalt Paving, Inc.

Address: 20701 Stirling Road City: Pembroke Pines State: FL Zip: 33332

Authorized Representative: Daniel D. Weekley, President Phone: 954-680-8005

CBE Firm/Supplier Name: Triple Nickel Paving, Inc.

Address: 1300 N.W. 18th Street City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Daniel Maglio Phone: 954-971-0984

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
<u>Trucking and supplying materials, etc.</u>	<u>484110</u>	<u>123,300.-</u>	<u>14</u> %
	<u>238990</u>		%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: Vice President Date: 9-17-21

Bidder/Offeror Authorized Representative

Signature: [Signature] Title: President Date: 10/13/21

¹ Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

LETTER OF INTENT
BETWEEN BIDDER/OFFEROR AND
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: 21-004

Project Title: TSDOR Projects on Roadways: SW 128 Ave, SW 130 Ave, SW 133 Ave, SW 135 Lane (Lupo Lane), SW 136 Ave (Holatee Trail)

Bidder/Offeror Name: Weekley Asphalt Paving, Inc.

Address: 20701 Stirling Road **City:** Pembroke Pines **State:** FL **Zip:** 33332

Authorized Representative: Daniel D. Weekley, President **Phone:** 954-680-8005

CBE Firm/Supplier Name: Moore Walters & Associates MBE

Address: 4987 N. University Dr **City:** Lauderhill **State:** FL **Zip:** 33351

Authorized Representative: Glen Walters **Phone:** 954-275-7210

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Supplying and hauling materials	484110	230,000.-	26%
			%
			%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Firm/Supplier Authorized Representative

Signature: [Signature] **Title:** President **Date:** 9-22-2021

Bidder/Offeror Authorized Representative

Signature: [Signature] **Title:** President **Date:** 9-28-21

¹ Visit _____ and select _____ to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TSDOR (TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION) PROJECTS ON ROADWAYS: SW 128TH
AVENUE, SW 130TH AVENUE, SW 133RD AVENUE, SW 135TH LANE (LUPO LANE), SW 136TH AVENUE (HOLATEE TRAIL)
IFB NO. 21-004

APPENDIX Z

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING

PROVIDE PROOF OF E-VERIFY REGISTRATION

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 (Appendix U) submitted.

Visit www.E-Verify.gov/Employer to register, save registration as a PDF document and include memorandum of Understanding document in this proposal.

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the WEEKLEY ASPHALT PAVING, INC. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 391282

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 391282

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 391282

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 391282

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 391282

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 391282

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 391282

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 391282

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 391282

Approved by:

Employer WEEKLEY ASPHALT PAVING, INC.	
Name (Please Type or Print) WAYNE D WEEKLEY	Title
Signature Electronically Signed	Date 02/09/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/09/2011

Company ID Number: 391282

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	WEEKLEY ASPHALT PAVING, INC.
Company Facility Address	20701 STIRLING ROAD PEMBROKE PINES, FL 33332
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	590753039
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number: 391282

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)

Company ID Number: 391282

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Kimberly Reiter-Cruz
Phone Number	(954) 680 - 8005
Fax Number	(954) 680 - 8671
Email Address	Kimberly@weekleyasp.com

Company ID Number: 391282

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: WEEKLEY ASPHALT PAVING INC

Receipt #: 189-4834
Business Type: ALL OTHER TYPES CONTRACTOR (ASPHALT CONST)

Owner Name: WAYNE D WEEKLEY
Business Location: 20701 STIRLING RD
PEMBROKE PINES

Business Opened: 01/27/1994
State/County/Cert/Reg: CC-78-581
Exemption Code:

Business Phone: 954-680-8005

Rooms **Seats** **Employees** **Machines** **Professionals**
30

		For Vending Business Only				
		Number of Machines:		Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WAYNE D WEEKLEY
20701 STIRLING RD
PEMBROKE PINES, FL 33332

Receipt # 01B-19-00001833
Paid 08/10/2020 81.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: WEEKLEY ASPHALT PAVING INC

Receipt #: 189-4834
Business Type: ALL OTHER TYPES CONTRACTOR
(ASPHALT CONST)

Owner Name: WAYNE D WEEKLEY
Business Location: 20701 STIRLING RD
PEMBROKE PINES

Business Opened: 01/27/1994
State/County/Cert/Reg: CC-78-581
Exemption Code:

Business Phone: 954-680-8005

Rooms Seats Employees Machines Professionals
30

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

WAYNE D WEEKLEY
20701 STIRLING RD
PEMBROKE PINES, FL 33332

Receipt # ICP-20-00011497
Paid 07/27/2021 81.00
07/26/2021 **Effective Date**

2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY, FLORIDA CERTIFICATE OF COMPETENCY

3A MAJOR ROADS (ASPHALT AND CONCRETE
PAVING FOR INTERSTATE, PRIMARY,
SECONDARY, AND ARTERIAL ROADWAYS AND
AIRPORTS AND WORK INCIDENTAL THERETO)
78-581

WEEKLEY, WAYNE D. - QUALIFYING

WEEKLEY ASPHALT PAVING INC

20701 STIRLING RD

PEMBROKE PINES FL 33332

EXPIRES 08/31/2023



STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CGC1518050
CERTIFIED GENERAL CONTRACTOR
WORKMAN, BARRY TOD
WEEKLEY ASPHALT PAVING INC

ISSUED: 05/14/2020

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

State of Florida

Department of State

I certify from the records of this office that WEEKLEY ASPHALT PAVING, INC. is a corporation organized under the laws of the State of Florida, filed on July 15, 1955.

The document number of this corporation is 186570.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on February 18, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of March,
2021*



Ramón R. Ruiz
Secretary of State

Tracking Number: 1578098631CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

May 3, 2021

WEEKLEY ASPHALT PAVING, INC.
20701 STIRLING ROAD
SOUTHWEST RANCHES, FLORIDA 33332

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

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

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

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.dot.state.fl.us/ContractorPreQualification/)

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

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, LANDSCAPING, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, CURB & GUTTER, RIP RAP, SANITARY SEWER, WATER LINE.

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

WEEKLEY ASPHALT PAVING, INC.

May 3, 2021

Page two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Darlene Anderson, for

Alan Autry, Manager
Contracts Administration Office

AA:cg



Attachment #1

weekley asphalt paving, inc.

20701 STIRLING ROAD • PEMBROKE PINES, FL 33332

REFERENCES

Florida Department of Transportation, District No. 6
Mario Cabrera, District Construction Engineer
1000 NW 111th Avenue
Miami, FL 33172
Phone: 305-640-7445
Fax: 305-499-2351
Email: mario.cabrera@dot.state.fl.us

Bergeron Land Development
Ron Bergeron, President
19612 SW 69th Place
Fort Lauderdale, FL 33332
Phone: 954-680-6100
Fax: 954-680-0666
Email: Kparrish@bergeroninc.com

Seminole Tribe of Florida
Fabian Lefler, Director
Construction Management
5700 Griffin Road
Davie, FL 33314
Phone: 954-966-6300 Ext. 11536
Cell: 954-899-9121
Email: FabianLefler@semtribe.com

Florida Department of Transportation
Albert Salas, PE, Construction Engineer
Turnpike Operations Center
Pompano Service Plaza
Mile Post 65, Florida Turnpike
Pompano Beach, FL 33069
Phone: 954-934-1113
Cell: 954-444-5318
Email: albert.salas@dot.state.fl.us

City of Pembroke Pines
Karl Kennedy, City Engineer
601 City Center Way
Pembroke Pines, FL 33025
Phone: 954-518-9040
Cell: 954-829-4507
Email: kkennedy@ppines.com



weekley asphalt paving, inc.

20701 STIRLING ROAD • PEMBROKE PINES, FL 33332

REFERENCES

City of Miramar
Leah deRiel, PE, Senior Project Engineer
2200 Civic Center Place
Miramar, FL 33025
Phone: 954-602-3356
Cell: 305-219-4035
Email: lderiel@miramarfl.gov

Town of Davie
Jonathan Vogt, Town Engineer
6591 Orange Drive
Davie, FL 33314
Phone: 954-797-1137
Cell: 954-309-0634
Email: jonathan_vogt@davie-fl.gov

City of Boca Raton
Michael Dyko, Chief Inspector
201 Palmetto Park Road
Boca Raton, FL 33432
Phone: 561-239-0389
Fax: 561-416-3418
Email: mdyko@myboca.us

City of Plantation
Brett Butler, City Engineer
401 NW 70th Terrace
Plantation, FL 33317
Phone: 954-797-2282
Fax: 954-797-2761
Email: bbutler@plantation.org

City of Cooper City
Tim Fleming, Public Works / Field Operations Supervisor
9070 SW 51st Street
Cooper City, FL 33328
Phone: 954-434-2300
Cell: 954-444-3136
Email: Tfleming@coopercityfl.org



weekley asphalt paving, inc.

20701 Stirling Road • Pembroke Pines, Florida 33332

Attachment #2 - Liability Claims

Claim History for General Liability is as follows:

1. 2021-2022 – No Losses
2. 2020-2021 - \$34,932
3. 2019-2020 - \$11.00
4. 2018-2019 - \$1,582,209.74
5. 2017-2018 - \$145,990.46
6. 2016-2017 - \$213,909.17
7. 2015-2016 - \$75,449.99
8. 2014-2015 - \$328,679.10
9. 2013-2014 - \$64,624.56
10. 2012-2013 -See attached list of claims.
11. 2011-2012 -See attached list of claims.

Claims History for Automobile Liability is as follows:

1. 2021-2022 - \$8,522
2. 2020-2021 - \$77,869
3. 2019-2020 - \$98,148.38
4. 2018-2019 - \$190,079.51
5. 2017-2018 - \$68,735.18
6. 2016-2017 - \$351,491.81
7. 2015-2016 - \$13,325.60
8. 2014-2015 - \$1,579,579.66
9. 2013-2014 - \$273,955.47
10. 2012-2013 -See attached list of claims.
11. 2011-2012 -See attached list of claims.

Attachment #2



Weekley Asphalt Paving, Inc.

Loss Run - All

Run Date		02/03/2017						Report Data as of		02/02/2017				
Date of Loss Period		3/1/2011 - 3/1/2012												
Policy		BAP4755999												
Effective - Expiration		03/01/2011 - 03/01/2012												
Claim Number	Claimant	Date Of Loss	Claim Status	Date Closed	Description Of Loss	Paid Ind BI/Med	Paid Ind PD/LT	Paid Exp	Rsrv Ind BI/Med	Rsrv Ind PD/LT	Rsrv Exp	Recovery	Incurred	
1355004889	Weekley Asphalt Pavi .	10/17/2011	Closed	11/08/2011	Rock kicked up causing crack. Replacement.	\$0.00	\$263.20	\$15.85	\$0.00	\$0.00	\$0.00	\$0.00	\$279.05	
1355005206	Weekley Asphalt .	11/21/2011	Closed	12/06/2011	Insured had 2 trallers, air hammer and 100 feet of crane boom stolen.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1355005207	Weekley Asphalt .	11/21/2011	Closed	01/31/2012	Insured had 2 trallers, air hammer and 100 feet of crane boom stolen.	\$0.00	\$2,029.05	\$72.35	\$0.00	\$0.00	\$0.00	\$9.75	\$2,111.15	
1510027475	Weekley Asphalt Paving, I	04/06/2011	Closed	05/02/2011	IV was trying to cross the road and was broad -sided by OV.	\$0.00	\$16,988.00	\$107.35	\$0.00	\$0.00	\$0.00	\$9.75	\$17,105.10	
1510029021	Weekley Asphalt Paving, I	05/15/2011	Closed	06/21/2011	OV ran a red light and hit IV in the intersection.	\$0.00	\$5,332.44	\$111.85	\$0.00	\$0.00	\$0.00	(\$5,332.44)	\$111.85	
1510029824	Weekley Asphalt Paving, I	06/06/2011	Closed	06/09/2011	OV ran red light and hit IV.	\$0.00	\$0.00	\$8.90	\$0.00	\$0.00	\$0.00	\$0.00	\$8.90	
1510033351	Weekley Asphalt Pavi .	07/21/2011	Closed	09/15/2011	OV was attempting to pass IV and struck R rear of IV.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1510034114	Weekley Asphalt Pavi .	09/29/2011	Closed	10/06/2011	IV rear-ended OV- OV was turning left and IV rear ended OV	\$0.00	\$0.00	\$18.60	\$0.00	\$0.00	\$0.00	\$0.00	\$18.60	
1510034604	Weekley Asphalt Pavi .	10/17/2011	Closed	11/09/2011	2 IV got cracked windshields	\$0.00	\$618.83	\$15.88	\$0.00	\$0.00	\$0.00	\$0.00	\$634.71	
1510034629	Weekley Asphalt Pavi .	10/18/2011	Closed	01/21/2012	Lane change/sideswipe	\$0.00	\$39,951.20	\$703.30	\$0.00	\$0.00	\$0.00	(\$39,891.45)	\$763.05	
4340012754	Patane Teresa O	05/15/2011	Closed	05/07/2013	OV ran a red light and hit IV in the intersection.	\$8,467.75	\$0.00	\$4,928.42	\$0.00	\$0.00	\$0.00	\$0.00	\$13,396.17	
4340012754	Mahoney Michael	05/15/2011	Closed	05/07/2013	OV ran a red light and hit IV in the intersection.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4340012754	Mahoney Tracey	05/15/2011	Closed	05/07/2013	OV ran a red light and hit IV in the intersection.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4510043167	Rodriguez Maillian Javier	04/06/2011	Closed	06/18/2012	IV was trying to cross the road and was broad -sided by OV.	\$180,000.00	\$0.00	\$12,881.05	\$0.00	\$0.00	\$0.00	\$0.00	\$192,881.05	
4510044720	Patane Teresa	05/14/2011	Closed	06/14/2011	OV ran a red light and hit IV in the intersection.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4510044720	Unknown	05/14/2011	Closed	06/14/2011	OV ran a red light and hit IV in the intersection.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4510044720	Unknown Minor	05/14/2011	Closed	06/14/2011	OV ran a red light and hit IV in the intersection.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

4510044720	Aviani Janet	05/14/2011	Closed	06/14/2011	OV ran a red light and hit IV in the intersection.	\$0.00	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.00
4510045537	Slessinger Leah	06/06/2011	Closed	06/09/2011	OV ran red light and hit IV.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4510046947	Ford Robert	05/07/2011	Closed	07/31/2013	IV was at a private parking lot and was backing up when OV ran into IV	\$5,000.00	\$0.00	\$520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,520.00
4510046947	Thomas Annie	05/07/2011	Closed	07/31/2013	IV was at a private parking lot and was backing up when OV ran into IV	\$5,000.00	\$0.00	\$370.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,370.00
4510048639	Sosa Felix A	08/25/2011	Closed	12/13/2013	IV rear-ended OV	\$151,000.00	\$4,339.00	\$2,489.64	\$0.00	\$0.00	\$0.00	\$0.00	\$157,828.64
4510048639	Sosa Marcia	08/25/2011	Closed	12/13/2013	IV rear-ended OV	\$126,000.00	\$0.00	\$950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$126,950.00
4510048907	Unknown NA	08/29/2011	Closed	09/15/2011	OV rear-ended IV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4510049325	Alvarez Albert	07/21/2011	Closed	09/19/2011	OV was attempting to pass IV and struck R rear of IV.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4510050111	Roy Jorgensen Assoc.	09/29/2011	Closed	10/06/2011	IV rear-ended OV- OV was turning left and IV rear ended OV	\$0.00	\$1,944.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,944.57
4510050793	Bienvendida Nurse Ery	10/18/2011	Closed	11/18/2011	Lane change/sideswipe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4510052184	Silitky Ronald M	11/21/2011	Closed	10/25/2013	IV was going through toll booth and OV2 was going through the pay lane and OV2 started to merge and cut off OV1 and IV.	\$30,082.50	\$0.00	\$18,712.21	\$0.00	\$0.00	\$0.00	\$0.00	\$48,794.71
4510052184	Unknown	11/21/2011	Closed	10/25/2013	IV was going through toll booth and OV2 was going through the pay lane and OV2 started to merge and cut off OV1 and IV.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4510053474	Castillo Sergio	12/22/2011	Closed	05/03/2012	IV tire blew out, debris from tire damaged 3 OV.	\$0.00	\$500.00	\$147.00	\$0.00	\$0.00	\$0.00	\$0.00	\$647.00
4510053474	Burak Casey J	12/22/2011	Closed	05/03/2012	IV tire blew out, debris from tire damaged 3 OV.	\$0.00	\$3,207.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,207.94
4510053474	Fuller Nicholas L	12/22/2011	Closed	05/03/2012	IV tire blew out, debris from tire damaged 3 OV.	\$0.00	\$1,652.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,652.00
Policy BAP4755999 03/01/2011 - 03/01/2012 Totals						\$505,550.25	\$76,826.23	\$42,055.40	\$0.00	\$0.00	\$0.00	(\$45,204.39)	\$579,227.49
Claim Count: 22													



Weekley Asphalt Paving, Inc.

Loss Run - All

Run Date		02/03/2017			Report Data	02/02/2017							
Date of Loss Period		3/1/2012 - 3/1/2013											
Policy		BAP4755999											
Effective - Expiration		03/01/2012 - 03/01/2013											
Claim Number	Claimant	Date Of Loss	Claim Status	Date Closed	Description Of Loss	Paid Ind BI/Med	Paid Ind PD/LT	Paid Exp	Rsv Ind BI/Med	Rsv Ind PD/LT	Rsv Exp	Recovery	Incurred
1510044322	Weekley Asphalt Pavi .	08/02/2012	Closed	02/01/2013	Tire on left side of trailer blew out causing truck and trailer to go off road.	\$0.00	\$9,449.62	\$239.65	\$0.00	\$0.00	\$0.00	\$0.00	\$9,689.27
1510044380	Weekley Asphalt Pavi .	08/06/2012	Closed	08/17/2012	Tire on left side of trailer blew out causing truck and trailer to go off road and struck wall. Truck may be TL'd and trailer has tire damage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1510045336	Weekley Asphalt Pavi .	09/04/2012	Closed	09/05/2012	IV struck OV at end of driveway OV driveway	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1510046674	Weekley Asphalt Pavi .	10/12/2012	Closed	11/01/2012	OV travelling NB on US 27, Crossed over US 27 S to get on US 80 and did not stop at stop sign and collided with IV.	\$0.00	\$9,095.87	\$657.40	\$0.00	\$0.00	\$0.00	(\$9,095.87)	\$657.40
1510048911	WEEKLEY ASPHALT .	12/11/2012	Closed	01/09/2013	IV was going through intersection on a green light and was struck by OV.	\$0.00	\$11,471.23	\$224.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,695.23
1510050357	Weekley Asphalt Pavi .	01/21/2013	Closed	02/20/2013	IV in R lane on US 27. OV was in R turn lane to IV R. OV realized he was in the wrong lane and swerved to the L. and struck IV.	\$0.00	\$1,912.65	\$341.25	\$0.00	\$0.00	\$0.00	(\$1,912.65)	\$341.25
1510050507	Weekley Asphalt Pavi .	01/16/2013	Closed	01/31/2013	Lane change/sideswipe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1510051015	Weekley Asphalt Pavi .	02/09/2013	Closed	01/31/2014	2 vehicles sideswiped on highway due to fog.	\$0.00	\$12,170.50	\$231.23	\$0.00	\$0.00	\$0.00	(\$1,852.25)	\$10,549.48
4340046691	Levoici Jean J	08/02/2012	Closed	07/23/2014	PIP LOSS - Tire on left side of trailer blew out causing truck and trailer to go off road.	\$9,971.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,971.87
4510058163	Rogers Lang Cherie C	05/06/2012	Closed	08/05/2014	Two vehicles leaving a parking lot. The OV pulled out of parking lot and proceeds to get into a WB lane with no traffic. The IVD is behind the OV. There is a cut out in the	\$7,500.00	\$1,234.37	\$88.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,822.37

					middle of the road and the OVD stopped for no apparent reason. IVD tapped rea														
4510062433	Gagne Bertrand S	08/29/2012	Closed	09/12/2012	OV trailer was backed into the driveway as far as possible but truck was sticking out into the road. IV kept backing up and struck OV truck.	\$0.00	\$5,616.32	\$51.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,667.87
4510062433	Gagne Bertrand S	08/29/2012	Closed	09/12/2012	OV trailer was backed into the driveway as far as possible but truck was sticking out into the road. IV kept backing up and struck OV truck.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4510062583	Joiner Margaret	09/04/2012	Closed	10/23/2012	IV struck OV at end of driveway OV driveway	\$0.00	\$676.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$676.36
4510064070	Byers Cortney R	10/12/2012	Closed	11/16/2012	OV travelling NB on US 27, Crossed over US 27 S to get on US 80 and did not stop at stop sign and collided with IV.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4510064070	Byers Cortney R	10/12/2012	Closed	11/16/2012	OV travelling NB on US 27, Crossed over US 27 S to get on US 80 and did not stop at stop sign and collided with IV.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4510066318	Magaleno Angel C	12/11/2012	Closed	11/11/2013	IV was going through intersection on a green light and was struck by OV.	\$0.00	\$0.00	\$266.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$266.80
4510066318	Vallente Sandra A	12/11/2012	Closed	11/11/2013	IV was going through intersection on a green light and was struck by OV.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4510067787	Barry Simpson Ent. L.	01/21/2013	Closed	02/20/2013	IV in R lane on US 27. OV was in R turn lane to IV R. OV realized he was in the wrong lane and swerved to the L and struck IV.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4510067956	Brown Shaquille T	01/16/2013	Closed	01/03/2014	Lane change/sideswipe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4840015313	Davila Magdiel	02/09/2013	Closed	06/30/2014	2 vehicles sideswiped on highway due to fog.	\$1,000,000.00	\$0.00	\$63,727.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,063,727.69
4840015313	Davila Emilia M	02/09/2013	Closed	06/30/2014	2 vehicles sideswiped on highway due to fog.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4840015313	Dedavila Emilia M	02/09/2013	Closed	06/30/2014	2 vehicles sideswiped on highway due to fog.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4840015313	Unknown	02/09/2013	Closed	06/30/2014	2 vehicles sideswiped on highway due to fog.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4840015326		02/09/2013	Closed	02/05/2015		\$0.00	\$0.00	\$36,286.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,286.90

	Davila Magdiel M				2 vehicles sideswiped on highway due to fog.									
4840015326	Davila emilia	02/09/2013	Closed	02/05/2015	2 vehicles sideswiped on highway due to fog.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Policy BAP4755999 03/01/2012 - 03/01/2013 Totals														
Claim Count: 18						\$1,017,471.87	\$51,626.92	\$102,114.47	\$0.00	\$0.00	\$0.00	(\$12,860.77)	\$1,158,352.49	



Weekley Asphalt Paving, Inc.

Loss Run - All

Run Date		02/03/2017				Report Data as of		02/02/2017					
Date of Loss Period		3/1/2011 - 3/1/2012											
Policy		GLO4758000											
Effective - Expiration		03/01/2011 - 03/01/2012											
Claim Number	Claimant	Date Of Loss	Claim Status	Date Closed	Description Of Loss	Paid Ind BI/Med	Paid Ind PD/LT	Paid Exp	Rsrv Ind BI/Med	Rsrv Ind PD/LT	Rsrv Exp	Recovery	Incurred
9510064791	ROCHESTER MICHAEL	03/04/2011	Closed	06/30/2011	GL/MICHAEL ROCHESTER ALLEGES AUTO DAMAGE - INSURED RECEIVED ATTACH LETTER WITH REGARDS TO A JOB OF WORK THAT DONE BY THE INSURED. NO PHOTO WAS ATTACH TO THIS LETTER. PLEASE CONTACT RAY ROBERTS AT WEEKLEY . THANK YOU.	\$0.00	\$921.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$921.20
9510067302	Cernuda Robert	06/25/2011	Closed	07/22/2015	Claimant alleges the clmt sustained injuries arising from a bicycle accident that occurred within the insured's work zone.	\$22,500.00	\$0.00	\$5,645.38	\$0.00	\$0.00	\$0.00	\$0.00	\$28,145.38
9510067464	Calvin Giordano .	09/06/2011	Closed	09/14/2011	Insured Bobcat hit parked OV.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9510068546	Rothfield Robert E Dr.	09/17/2011	Closed	06/29/2012	Bicyclist ran over broken asphalt pieces in the road causing him to lose control and wreck causing concussion, fractured shoulder and 7 broken ribs.	\$55,000.00	\$0.00	\$620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,620.00
9510069199	Mendez Richard	10/13/2011	Closed	03/09/2013	Clmt alleges that tar got on his convertible	\$0.00	\$500.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$580.00

					top, alleges insd splattered his car while it was parked in his driveway.													
9510071745	Allen Reaco J	02/01/2012	Closed	07/03/2012	Claimant was standing on the back of paving machine it is alleged there was a malfunction in swith that caused the gate to come in and catch his foot.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9510071889	Lohmar Jr. F Carl	11/13/2011	Closed	11/18/2013	Gentleman walking down the street tripped and fell on debris in the street	\$0.00	\$9,900.00	\$1,563.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,463.44	
9510071890	Malin Shirley	09/20/2011	Closed	02/07/2013	Lady walking down the street tripped and fell on debris in the street	\$0.00	\$0.00	\$614.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$614.17	
9510099285	Blash Belinda	08/14/2011	Closed	03/31/2015	Case No: 15- 002496 CA 01 GL/Cimt. Belinda Blash -Suit papers insured David D. Weekley served - Cimt. alleges she was roller while roller blading tripped & fell due to uneven sidewalk and meter. Cimt. Sustained serious BI as a result of the incident	\$0.00	\$0.00	\$1,096.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,096.70	
Policy GLO4756000 03/01/2011 - 03/01/2012 Totals						\$77,500.00	\$11,321.20	\$9,619.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$98,440.89		
Claim Count: 9																		



Weekley Asphalt Paving, Inc.

Loss Run - All

Run Date		02/03/2017				Report Data as of		02/02/2017					
Date of Loss Period		3/1/2012 - 3/1/2013											
Policy		GLO4756000											
Effective - Expiration		03/01/2012 - 03/01/2013											
Claim Number	Claimant	Date Of Loss	Claim Status	Date Closed	Description Of Loss	Paid Ind BI/Med	Paid Ind PD/LT	Paid Exp	Rsrv Ind BI/Med	Rsrv Ind PD/LT	Rsrv Exp	Recovery	Incurred
9510073910	Silverman Kristyn	05/25/2012	Closed	06/25/2012	Allegedly crossing street in a work zone and tripped, stepping off curb and sprained left ankle on left side.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9510085863	Zvi Gad B	03/23/2012	Open	00/00/0000	Claimant was riding a bicycle N/B on the sidewalk at the 19600 Block of West Country Drive when he allegedly encountered a missing section within an active construction area for the City of Aventura.	\$0.00	\$0.00	\$7,661.90	\$2,670.00	\$0.00	\$12,898.90	\$0.00	\$23,230.80
9510120505	Lee Katherine	01/23/2013	Open	00/00/0000	Plaintiff was walking on the sidewalk when she tripped and fell on a missing section allegedly within an ongoing Weekley Asphalt project.	\$0.00	\$0.00	\$778.30	\$11,014.00	\$0.00	\$6,721.70	\$0.00	\$18,514.00
Policy GLO4756000 03/01/2012 - 03/01/2013 Totals						\$0.00	\$0.00	\$8,440.20	\$13,884.00	\$0.00	\$19,620.60	\$0.00	\$41,744.80
Claim Count: 3						\$0.00	\$0.00	\$8,440.20	\$13,884.00	\$0.00	\$19,620.60	\$0.00	\$41,744.80



Detail Loss Report as of February 2017
Policy Period: 03/01/2011 - 03/01/2012

Summary

Policy Number	0830-44264	Open Claims	0
Policyholder Name	Weekley Asphalt Paving, Inc.	Closed Claims	7
Loss Ratio	39.31%		
Annual Premium	\$280,912.28		
Earned YTD Premium	\$280,912.28		
Deductible	(N/A)		
Billed This Month	\$0.00		
Billed To Date	\$0.00		
Remaining	\$0.00		

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$23,777.81	\$85,396.14	\$1,257.16	\$110,431.11
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$23,777.81	\$85,396.14	\$1,257.16	\$110,431.11

Details

Policy Number/Unit: 0830-44264-0
 Policy Period: 03/01/2011 - 03/01/2012
 Policyholder Name: Weekley Asphalt Paving, Inc.

Injured Worker's Name: ASCANO, ALEX
 Job Title: TRUCK DRIVER
 Injury: MISC MULT FALL
 Status: Closed
 Close Date: 06/27/2011
 Claim Number: 926473
 Claim Date: 03/16/2011 (Wednesday, PM)
 Back to Work: 03/21/2011
 Claim Type: (MO) MEDICAL ONLY
 Class Code: 5506
 Hire date: 12/08/1998
 Adjustor: MEDICAL ONLY UNIT

Description: WHILE SITTING IN BACK OF PICK UP TRUCK AND OPERATING STRAIGHT EDGE, IW FELL FROM BACK OF TRUCK, CAUSING PAIN TO HIP AND BACK.

Loss Ratio: 0.61%

Deductible: (N/A)
 Billed This Month: \$0.00
 Billed To Date: \$0.00
 Remaining: \$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$0.00	\$1,707.93	\$0.00	\$1,707.93
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$0.00	\$1,707.93	\$0.00	\$1,707.93

Policy Number/Unit 0830-44264-0
 Policy Period 03/01/2011 - 03/01/2012
 Policyholder Name Weekley Asphalt Paving, Inc.

Injured Worker's Name CRESS, DALE
 Job Title SUPERVISOR
 Injury FRACT SPINE MOTOR
 Status Closed
 Close Date 06/03/2013
 Claim Number 928614
 Claim Date 04/06/2011 (Wednesday, PM)
 Back to Work 12/22/2011
 Claim Type (LT) LOST TIME
 Class Code 5606
 Hire date 12/05/2005
 Adjustor JAMES CAYCE

Description THE INJURED WORKER WAS IN A ROLL OVER
 MOTOR VEHICLE ACCIDENT RESULTING IN
 MULTIPLE INJURIES.

Loss Ratio 16.91%

Deductible (N/A)
 Billed This Month \$0.00
 Billed To Date \$0.00
 Remaining \$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$5,000.00	\$42,507.42	\$0.00	\$47,507.42
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$5,000.00	\$42,507.42	\$0.00	\$47,507.42

Policy Number/Unit 0830-44264-0
 Policy Period 03/01/2011 - 03/01/2012
 Policyholder Name Weekley Asphalt Paving, Inc.

Injured Worker's Name CENESCA, BATRAVIL
 Job Title LABORER
 Injury MISC INSUF OTHER
 Status Closed
 Close Date 10/31/2011
 Claim Number 935985
 Claim Date 06/08/2011 (Wednesday)
 Back to Work 06/10/2011
 Claim Type (LT) LOST TIME
 Class Code 1463
 In Litigation Yes
 Hire date 08/22/2001
 Adjustor KARLA KILLIAN

Description IW ATTACKED BY HIS BOSS WHILE HE WAS
 SHOVELING.

Loss Ratio 7.55%

Deductible (N/A)
 Billed This Month \$0.00
 Billed To Date \$0.00
 Remaining \$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$7,500.00	\$12,458.57	\$1,257.16	\$21,215.73
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$7,500.00	\$12,458.57	\$1,257.16	\$21,215.73

Policy Number/Unit 0830-44264-0
 Policy Period 03/01/2011 - 03/01/2012
 Policyholder Name Weekley Asphalt Paving, Inc.

Injured Worker's Name ZALE, MICHAEL L
 Job Title TRUCK DRIVER
 Injury MISC MULT MOTOR
 Status Closed
 Close Date 05/16/2014
 Claim Number 950261
 Claim Date 10/18/2011 (Tuesday, AM)
 Back to Work 01/09/2012
 Claim Type (LT) LOST TIME
 Class Code 1463
 In Litigation Yes
 Hire date 02/12/2010
 Adjustor ROB SMITH

Description WHILE DRIVING, ANOTHER VEHICLE RAN INTO FRONT, RIGHT SIDE OF IW'S VEHICLE, CAUSING LACERATION TO IW LEFT EYE, CONTUSION TO LEFT KNEE, BRUISED RIB CAGE

Loss Ratio 1.2%

Deductible (N/A)
 Billed This Month \$0.00
 Billed To Date \$0.00
 Remaining \$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$696.16	\$2,677.90	\$0.00	\$3,374.06
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$696.16	\$2,677.90	\$0.00	\$3,374.06

Policy Number/Unit 0830-44264-0
 Policy Period 03/01/2011 - 03/01/2012
 Policyholder Name Weekley Asphalt Paving, Inc.

Injured Worker's Name RIVERA, FABRICIO
 Job Title MASTER MECH
 Injury STRN ABDOM OBJEC
 Status Closed
 Close Date 07/08/2013

Claim Number 959502
 Claim Date 01/05/2012 (Thursday)
 Back to Work 08/20/2012
 Claim Type (LT) LOST TIME
 Class Code 5509
 Adjustor CHRISTY JAEGER

Description IW WAS LIFTING HEAVY EQUIPMENT AND INJURED HIS ABDMEN.

Loss Ratio 8.17%

Deductible (N/A)
 Billed This Month \$0.00
 Billed To Date \$0.00
 Remaining \$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$9,584.96	\$13,358.03	\$0.00	\$22,942.99
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$9,584.96	\$13,358.03	\$0.00	\$22,942.99

Policy Number/Unit 0830-44264-0
 Policy Period 03/01/2011 - 03/01/2012
 Policyholder Name Weekley Asphalt Paving, Inc.

Injured Worker's Name ALLEN, REACO
 Job Title MACHINE OPER
 Injury MISC TOE OTHER
 Status Closed
 Close Date 11/20/2012
 Claim Number 960267
 Claim Date 02/01/2012 (Wednesday, AM)
 Claim Type (MO) MEDICAL ONLY
 Class Code 1463
 Hire date 10/12/2006
 Adjustor CHRISTY JAEGER

Description IW OPERATING PAVING MACHINE HE CAUGHT THREE TOES ON LEFT FOOT FROM SLIDDER THAT HE WAS WORKING WITH

Loss Ratio 2.11%

Deductible (N/A)
 Billed This Month \$0.00
 Billed To Date \$0.00
 Remaining \$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$0.00	\$5,922.68	\$0.00	\$5,922.68
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$0.00	\$5,922.68	\$0.00	\$5,922.68

Policy Number/Unit 0830-44264-0

Policy Period 03/01/2011 - 03/01/2012
 Policyholder Name Weekley Asphalt Paving, Inc.

 Injured Worker's Name PAUL, PIERRE J
 Job Title LABORER
 Injury HRNIA ABDOM STEP
 Status Closed
 Close Date 05/31/2012
 Claim Number 960918
 Claim Date 02/03/2012 (Friday)
 Back to Work 02/07/2012
 Claim Type (LT) LOST TIME
 Class Code 1463
 Hire date 07/25/1988
 Adjustor CHRISTY JAEGER

 Description IW TRIPPED AND FELL, CAUSING HERNIA.

 Loss Ratio 2.76%

 Deductible (N/A)
 Billed This Month \$0.00
 Billed To Date \$0.00
 Remaining \$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$996.69	\$6,763.61	\$0.00	\$7,760.30
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$996.69	\$6,763.61	\$0.00	\$7,760.30



Detail Loss Report as of February 2017
Policy Period: 03/01/2012 - 03/01/2013

Summary

Policy Number	0830-44264	Open Claims	0
Policyholder Name	Weekley Asphalt Paving, Inc.	Closed Claims	7
Loss Ratio	10.17%		
Annual Premium	\$404,203.60		
Earned YTD Premium	\$404,203.60		
Deductible	(N/A)		
Billed This Month	\$0.00		
Billed To Date	\$0.00		
Remaining	\$0.00		

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$17,344.94	\$23,322.33	\$445.00	\$41,112.27
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$17,344.94	\$23,322.33	\$445.00	\$41,112.27

Details

Policy Number/Unit	0830-44264-0
Policy Period	03/01/2012 - 03/01/2013
Policyholder Name	Weekley Asphalt Paving, Inc.
Injured Worker's Name	LAYFIELD, ROGER
Job Title	Mechanic
Injury	MISC KNEE OBJEC
Status	Closed
Close Date	07/17/2012
Claim Number	968603
Claim Date	04/12/2012 (Thursday, AM)
Back to Work	05/16/2012
Claim Type	(LT) LOST TIME
Class Code	1463
Hire date	09/09/2003
Adjustor	CHRISTY JAEGER

Description: While working on bobcat, I/W moved bobcat, when getting off machine I/W slipped and injured left knee

Loss Ratio: 1.25%

Deductible	(N/A)
Billed This Month	\$0.00
Billed To Date	\$0.00
Remaining	\$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$2,778.54	\$2,263.30	\$0.00	\$5,041.84
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$2,778.54	\$2,263.30	\$0.00	\$5,041.84

Policy Number/Unit	0830-44264-0			
Policy Period	03/01/2012 - 03/01/2013			
Policyholder Name	Weekley Asphalt Paving, Inc.			
Injured Worker's Name	JULIAN, MICHAEL J			
Job Title	Electrician			
Injury	SPRN LWARM FALL			
Status	Closed			
Close Date	10/12/2012			
Claim Number	972504			
Claim Date	05/23/2012 (Wednesday)			
Back to Work	05/25/2012			
Claim Type	(MO) MEDICAL ONLY			
Class Code	5506			
Hire date	12/03/1998			
Adjustor	MEDICAL ONLY UNIT			
Description	lw was coming down ladder when he slipped injuring right arm			
Loss Ratio	0.39%			
Deductible	(N/A)			
Billed This Month	\$0.00			
Billed To Date	\$0.00			
Remaining	\$0.00			
	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$0.00	\$1,562.36	\$0.00	\$1,562.36
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$0.00	\$1,562.36	\$0.00	\$1,562.36

Policy Number/Unit	0830-44264-0			
Policy Period	03/01/2012 - 03/01/2013			
Policyholder Name	Weekley Asphalt Paving, Inc.			
Injured Worker's Name	STOPPPIELLO, AUSTIN J			
Job Title	Landscape Laborer			
Injury	MISC EAR OTHER			
Status	Closed			
Close Date	05/13/2013			
Claim Number	980405			
Claim Date	08/07/2012 (Tuesday, AM)			
Back to Work	08/08/2012			
Claim Type	(MO) MEDICAL ONLY			
Class Code	5509			
Hire date	08/15/1992			
Adjustor	MEDICAL ONLY UNIT			
Description	While cutting grass in field, IW ran over some time of explosive with lawn mower resulting in ringing in ears			
Loss Ratio	0.14%			
Deductible	(N/A)			

Billed This Month	\$0.00
Billed To Date	\$0.00
Remaining	\$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$0.00	\$563.25	\$0.00	\$563.25
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$0.00	\$563.25	\$0.00	\$563.25

Policy Number/Unit	0830-44264-0
Policy Period	03/01/2012 - 03/01/2013
Policyholder Name	Weekley Asphalt Paving, Inc.

Injured Worker's Name	LEVOICI, JEAN J
Job Title	Laborer
Injury	NONE INSUF MOTOR
Status	Closed
Close Date	05/28/2013
Claim Number	991238
Claim Date	08/02/2012 (Thursday, PM)
Back to Work	08/03/2012
Claim Type	(LT) LOST TIME
Class Code	5509
Hire date	11/14/2011
Adjustor	ROB SMITH

Description	IW was a passenger in a truck. The tire blew and the truck went off the road. Injuries are unknown.
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Loss Ratio	3.82%
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Deductible	(N/A)
Billed This Month	\$0.00
Billed To Date	\$0.00
Remaining	\$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$7,500.00	\$7,500.00	\$445.00	\$15,445.00
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$7,500.00	\$7,500.00	\$445.00	\$15,445.00

Policy Number/Unit	0830-44264-0
Policy Period	03/01/2012 - 03/01/2013
Policyholder Name	Weekley Asphalt Paving, Inc.

Injured Worker's Name	RIVERA, FABRICIO
Job Title	Heavy Equipment Mechanic
Injury	Forei Eye(s) Forei
Status	Closed
Close Date	04/26/2013
Claim Number	991446
Claim Date	11/13/2012 (Tuesday, PM)
Back to Work	11/13/2012
Claim Type	(MO) MEDICAL ONLY
Class Code	5506

Hire date 06/02/2003
 Adjustor MEDICAL ONLY UNIT
 Description IW was working underneath a bulldozer when some of the material from the bulldozer entered his right eye.
 Loss Ratio 0.31%
 Deductible (N/A)
 Billed This Month \$0.00
 Billed To Date \$0.00
 Remaining \$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$0.00	\$1,242.38	\$0.00	\$1,242.38
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$0.00	\$1,242.38	\$0.00	\$1,242.38

Policy Number/Unit 0830-44264-0
 Policy Period 03/01/2012 - 03/01/2013
 Policyholder Name Weekley Asphalt Paving, Inc.

Injured Worker's Name RIVERA, FABRICIO
 Job Title Heavy Equipment Mechanic
 Injury Spral Ankle Slipp
 Status Closed
 Close Date 01/07/2014
 Claim Number 993827
 Claim Date 11/30/2012 (Friday, PM)
 Back to Work 01/30/2013
 Claim Type (LT) LOST TIME
 Class Code 5506
 Hire date 06/02/2003
 Adjustor ROB SMITH

Description IW was climbing up on a piece of equipment when he slipped or the step let go injuring his ankle.

Loss Ratio 3.94%
 Deductible (N/A)
 Billed This Month \$0.00
 Billed To Date \$0.00
 Remaining \$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$7,066.40	\$8,858.94	\$0.00	\$15,925.34
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$7,066.40	\$8,858.94	\$0.00	\$15,925.34

Policy Number/Unit 0830-44264-0
 Policy Period 03/01/2012 - 03/01/2013
 Policyholder Name Weekley Asphalt Paving, Inc.

Injured Worker's Name BELLABE, GESNER

Job Title	Laborer
Injury	All O Wrist Using
Status	Closed
Close Date	01/07/2014
Claim Number	996643
Claim Date	01/11/2013 (Friday, PM)
Back to Work	03/11/2013
Claim Type	(MO) MEDICAL ONLY
Class Code	5506
Hire date	02/17/1999
Adjustor	ROB SMITH

Description	IW was drilling steel forms with a heavy drill, the drill bit caught on something and twisted his right wrist.
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Loss Ratio	0.33%
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Deductible	(N/A)
Billed This Month	\$0.00
Billed To Date	\$0.00
Remaining	\$0.00

	Indemnity	Medical	Other	Total
Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Paid to Date	\$0.00	\$1,332.10	\$0.00	\$1,332.10
Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Incurred	\$0.00	\$1,332.10	\$0.00	\$1,332.10