Southwest Ranches Council Mayor Doug McKay, Vice Mayor Gary Jablonski Bob Hartmann

Denise Schroeder



INVITATION FOR BIDS

IFB No. 20-002

Town of Southwest Ranches Is seeking proposals for:

ROADWAY RESURFACING PROJECT: TRANSPORTATION AND SURFACE DRAINAGE AND ONGOING REHABILITATION PROGRAM

Date issued/available for distribution: October 24, 2019

Proposer shall submit one (1) unbound original, two (2) bound copies of the completed bid, and one (1) electronic copy of the entire bid in a PDF or similar format, which must be received by the Office of the Senior Procurement and Budget Officer no later than **Wednesday**, **December 4**, 2019, at 11:00 a.m. local time. See Section 1.6 for mailing instructions.

Non-Mandatory Pre-Proposal Conference: Thursday November 7, 2019 at 10:00 a.m. local time. See Section 1.3, of this IFB for the location of the Pre-Proposal Conference.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE IFB NUMBER

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 proposer'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 RFP 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.

NOTICE TO CONTRACTORS

Sealed Bids will be received by the Town of Southwest Ranches, Florida ("Town"), in the office of the Senior Procurement and Budget Officer, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:00 a.m., local time, and opened in the Grand Oaks Conference Room on Wednesday, December 4, 2019, for all material, labor, equipment and supplies necessary for the

ROADWAY RESURFACING PROJECT: TRANSPORTATION AND SURFACE DRAINAGE AND ONGOING REHABILITATION PROGRAM

To better manage document disbursement for the bid process, the Town will make bid documents available on the Southwest Ranches Procurement Department's website which can be accessed at:

www.southwestranches.org/procurement

To review the bid documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the bid documents or contact Venessa Redman at (954) 434-0008 or e-mail at vredman@southwestranches.org.

It is recommended that all bidders download and submit a disclosure form for the project of interest. This information is used to notify bidders via email of project information updates (Addendums, bid date changes, etc.). The disclosure form download is also available on the website listed above.

All bids shall be submitted in accordance with General Provision Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Non-Mandatory Pre-proposal Conference will be held on Thursday, November 7, 2019 at 10:00 A.M., in the Grand Oaks Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Bids requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Bidder shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Bidder does not have a written non-discrimination policy, Bidder shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.31, of the Invitation for Bids.

The Town reserves the right to reject any or all bids.

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Invitation for Bids ("IFB") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), by and through its Procurement and Budget Office Department ("Department"). The Department is the SOLE point of contact concerning this IFB. All communications regarding this IFB must be done through the Department (See Section 1.6).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for all material, labor, equipment and supplies necessary for the roadway resurfacing, striping and re-shaping of drainage swales and sodding of:

- SW 188th Avenue;
- SW 63rd Street:
- Stirling Road;
- SW 57th Court;
- SW 54th Place;
- SW 51st Manor;
- SW 186th Way;
- and SW 61st Court.

1.3 NON-MANDATORY PRE-BID CONFERENCE

The Pre-bid Conference, will be held in the Town's Grand Oaks Conference Room or Council Chambers located at Town Hall on **Thursday November 7, 2019 at 10:00 a.m.** local time.

There will be a Town representative available to answer questions relative to this IFB; however, proposers should not rely on any oral representations, statements or explanations other than those made by this IFB or a formal Amendment to the IFB. Any questions or comments arising subsequent to the Pre-bid Conference must be presented, in writing, to the Contact Person (See Section 1.6) prior to the date and time stated in the Timetable (See Section 1.5).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

1.4 QUAILIFICATIONS OF BIDDERS

All bidders to this IFB shall have demonstrated experience in roadway resurfacing, striping and re-shaping of drainage swales and sodding.

1.5 TIMETABLE

The anticipated schedule and deadline for this IFB is as follows:

Activity	Date, Time and Location			
IFB available for download on website	On or about: October 24, 2019 at:			
	http://southwestranches.org/procurement			
Non-Mandatory Pre-Proposal Conference	10:00 a.m. local time, on Thursday,			
	November 7, 2019, at Town's Grand Oaks			
	Conference Room or Council Chambers			
	located at Town Hall.			
Deadline for Submission of Written	At Thursday, November 14, 2019, the Office			
Comments/Questions	of the Senior Budget and Procurement Officer,			
	13400 Griffin Road, Southwest Ranches, FL			
	33330.			
Response to Written Comments/Questions	Thursday, November 21, 2019			
Deadline for Submission of Proposals	At 11:00 a.m. local time, on Wednesday,			
	December 4, 2019 , at the Office of the Senior			
	Budget and Procurement Officer, 13400			
	Griffin Road, Southwest Ranches, FL 33330.			
Public Opening	At 11:00 a.m. local time, on Wednesday,			
	December 4, 2019 , at the Grand Oaks			
	Conference Room, 13400 Griffin Road,			
	Southwest Ranches, FL 33330.			
Award Date	To be Determined			

1.6 PROPOSAL SUBMISSION

Bids must be accompanied by a Cashier's Check or Bid Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base bid. as a guarantee that in the event the contract is awarded to the Bidder, they will promptly enter into a contract, and furnish any Payment Bond and Performance Bond, and Insurance Certificates required by the terms of this Invitation for Bids. The return of Cashier's Checks or other cash security to Bidders shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, *et seq*. It is anticipated that bids will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on **Wednesday, December 4, 2019**.

All bids must be submitted on 8 1/2 x 11-inch paper. One (1) unbound original and two (2) hard copies of the complete bid must be received by the Town no later than 11:00 a.m. local time on **Wednesday, December 4, 2019**. Bidders must also submit an electronic copy of the bid on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The bidders complete return address must be included on the outer

envelope or wrapper enclosing any materials submitted in response to this IFB. The outer envelope or wrapper should be addressed as follows:

Proposer Name Address Phone Number

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

IFB No.: 19-006

Title: Roadway Resurfacing Project:

Transportation and Surface Drainage and Ongoing Rehabilitation

Program

Due Date: Wednesday, December 4, 2019

Hand-carried bids may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Proposal Response Forms, included in the appendix, must be signed by an officer of the proposing entity or other authorized person.

The submission of a signed bid by a bidder will be considered by the Town as constituting a legal offer by the bidder to provide services required by this IFB at the proposed price identified therein.

No bids will be accepted after the deadline for submission of bids or at any location other than the location designated in this IFB.

Facsimile or email submittals will not be accepted. Bids delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is delivered or received will be resolved against the Bidder.

1.7 CONTACT PERSON

The individual designated as the "Contact Person" for the IFB is:

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

Phone: 954-434-0008 Fax: 954-434-1490

Email: vredman@southwestranches.org

1.8 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.9 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this IFB between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2-208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this IFB and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any IFB award to said bidder voidable by the Town, and in the Town's sole discretion.

1.10 PUBLIC OPENING

A public opening, of bids, will take place on Wednesday, December 4, 2019 at 11 a.m. local time in the Town Grand Oaks Conference Room.

The identity of the Bidders and respective total bid price shall be read aloud. However, no additional information set forth in the bid shall be made public until the time of a notice of an "Intended award" or 30 days from the Bid Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of bids, the Town will look for any unbalanced bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award a Contract to the lowest, responsive and responsible Bidder in accordance with the terms of this IFB and the Town's Procurement Code.

In the award of a Contract pursuant to this IFB, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail, U.S. Mail no later than Monday, November 14, 2019, to the address listed in this IFB Timetable (See Section 1.5) or fax number or e-mail address listed for the Contact Person (See Section 1.6). The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e-mail address.

Changes to this IFB, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of bids. Bidders should not rely on any representations, statements, or explanation other than those made by this IFB or in any Amendment to this IFB. Where there appears to be a conflict between this IFB and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this IFB will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at http://southwestranches.org/procurement/.

It is the sole responsibility of bidders to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any IFB package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (See Section 1.6) that proposer has received all Amendments to this IFB prior to the submission of its proposal.

1.12 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this IFB are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any bidder to examine, inspect and be completely knowledgeable of the terms and conditions of the IFB, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this IFB.

The Town reserves the right to reject all or any portions of any bid, to reject all bids, to waive any informality, non-material irregularity or technicality in any bid, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

1.13 NOTICE TO PROCEED

Contractor shall be required to attend a pre-construction meeting (See Section 1.5). A Notice to Proceed may be issued at the pre-construction meeting.

Contractor shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until contractor submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. The receipt of all necessary building and regulatory permits by contractor, if any, is a condition precedent to the issuance of a Notice to Proceed. Contractor warrants to the Town that it shall expeditiously apply for all building permits and shall thereafter, diligently and continuously perform such work to achieve Substantial Completion and Final Completion, within the times set forth in the Agreement (See Exhibit "A"). To the extent set forth in the Agreement, the Town may, in its sole discretion

and at its option, elect to impose liquidated damages or actual damages, whichever is greater, for failure to complete the work within the timeframe required (See Exhibit "A").

Contractor shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to timely perform the work in accordance with the schedule included in the Agreement. If contractor falls behind the progress schedule, Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of work as may be required, at no additional cost to the Town.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Bidders guarantee their commitment, compliance, and adherence to all requirements of this IFB by submission of their proposals.

2.2 MODIFIED BIDS

Bidders may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for submission of bids specified in the IFB Timetable (See Section 1.5). The Town will only consider the latest proposal submitted.

2.3 WITHDRAW OF BID

A bid may be withdrawn, only by written notification to the Town, prior to the opening of bids. (See Section 1.5). After the opening of bids, they shall be irrevocable for a period of ninety (90) days. Unless withdrawn, as provided in this subsection, a bid shall be irrevocable until the time that a Contract is awarded. Bidders who unilaterally withdraw a bid without permission of the Town before 90 days have elapsed from the date of the opening of bids may be debarred and are subject to forfeiture of the Bid Security.

2.4 LATE BID, LATE MODIFIED BID

Bids and/or modifications to bids received after the deadline for submission of bids specified in the IFB Timetable (See Section 1.5) shall not be considered.

2.5 IFB POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this IFB to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all bids; commence a new solicitation process; postpone or cancel this IFB process; and/or waive any non-material irregularities in this IFB or the bids received as a result of this IFB. In addition, the Town of Southwest Ranches Council may reject any proposal prior to award.

Failure on the part of the awarded Bidder to comply with the terms of this IFB, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Bid security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Bidder, or to re-advertise the project, in its sole discretion when deemed to be in the best interests of the Town.

2.6 COSTS INCURRED BY BIDDERS

All expenses incurred with the preparation and submission of bids to the Town, or any work performed in connection therewith, shall be borne by the bidder.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.8 RIGHT TO PROTEST

For purposes of this IFB, the term "Purchasing Code" shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this IFB by reference ("Bid Protest"). By responding to this IFB, all bidders agree that the Bid Protest procedures set forth in the Code are applicable to this IFB and shall comply with said procedures.

Any bidder may protest any recommendations for award of the Contract in accordance with Protest Procedures by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for this IFB and the Contract to be awarded. Also,

price, responsibility, and responsiveness of the Bidder, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.10 AWARD

The Town intends to award a contract to the lowest, responsive and responsible Bidder whose bid meets the requirements of this IFB, and in accordance with the Town's Procurement Code.

2.11 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this IFB, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this IFB. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.12 ASSIGNMENT

This IFB and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.13 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this IFB and to execute and deliver any required Contract Documents, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Bidder with the next highest ranking by the selection committee, or to re-advertise the IFB, and in its sole discretion whenever deemed in the best interests of the Town.

2.14 RELATION TO PARTIES

It is understood and agreed that nothing contained in this IFB or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an

independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.15 COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this IFB and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.16 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

2.17 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.18 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the this IFB or any Contract awarded.

2.19 DEFAULT PROVISION

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.20 GOVERNING LAW

The validity of this IFB and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or

proceeding commenced under, pursuant, or relating to this IFB or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.21 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this IFB. Any default under this IFB shall subject Bidder to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.22 REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform and Contractor shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

2.23 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a bid 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.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

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.

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this IFB. 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.

2.24 CONTRACT PROVISIONS (EXHIBIT "A")

- **2.24.1** Agreement. The selected bidder will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.
- **2.24.2** <u>Authorization to Sign</u>. In addition to executing the Agreement, the selected bidder will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected bidder is a partnership, all general partners must sign the Agreement

and the notarized statement. If the selected bidder is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.25 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Bidder, his agents, subcontractors, or any person the Bidder utilizes in the completion of his contract. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.26 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected bidder to provide certified copies of all insurance policies specified in the Agreement (Exhibit "A"). The selected bidder shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit "A"). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected bidder under the Agreement.

2.27 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES Attn: Andrew D. Berns, Town Administrator 13400 Griffin Road. Southwest Ranches, FL 33330

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the bidder and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a bid protest or sue the Town by virtue of such cancellation or rescission.

2.28 SECURITY AND BONDING REQUIREMENTS

2.28.1 Bid Security. Simultaneous with the delivery of an executed Bid to the Town, Bidders shall furnish a Bid Security in an amount equal to five percent (5%) of the total gross amount of the bid. The Bid Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's Check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Bid Security with the Bid at the time of Bid opening shall automatically disqualify the Bidder as non-responsive.

2.28.2 Performance and Payment Bonds. The successful bidder shall furnish an acceptable surety bond in an amount equal to one hundred (100%) percent of the contract value, as security for faithful performance of order(s) awarded as a result of this bid and for the payment of all persons performing labor, and on their furnishing material in connection therewith. Under no circumstances shall the successful bidder begin work until they have supplied the Town a Construction Bond.

Simultaneous with the delivery of the executed contract form, the Contractor shall furnish to the Town executed Performance and Payment Bonds each in the amount equal to one hundred percent (100%) of the Contract value, as security for the faithful and timely performance of the Work under the Contract and for the payment of all persons furnishing labor, materials, services, and/or equipment in connection with the Work. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all

claimants (as defined by section 713.01, Florida Statutes) for all labor, materials, services, and equipment used directly or indirectly, or reasonably required for use, in the performance of the contract, and shall fully indemnify and save harmless the Town and its agents for all costs and damages it may suffer by reason of Contractor's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Bonds shall be in a form acceptable to the Town and as prescribed by section 255.05, Florida Statutes.

- **2.28.3** Qualifications of Surety. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and the Bidder shall provide satisfactory evidence to document such fulfillment:
 - a. The surety company is licensed to do business in the State of Florida.
 - b. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
 - c. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time that this Invitation for Bids was issued.
 - d. The surety company is otherwise in compliance with the provision of the Florida Insurance Code.
 - e. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 - f. Each bond shall contain all provisions required by §255.05, Florida Statutes.
 - g. Each bond shall be issued by a Florida agent.
- **2.28.4** <u>Duration of Bonds</u>. The Performance Bond shall guarantee all work and materials furnished under the Contract including losses resulting from defects in the materials or improper performance of Work under the Contract that may appear or be discovered during performance of the Work or during any applicable warranty period after completion of all Work, and for latent defects, during the time periods set forth in section 95.11(3)(c), Florida Statutes. The Payment Bond shall stay in effect until the time required by section 255.05, Florida Statutes, for the making of claims under such Bond, or when all claimants submitting valid claims have been paid, whichever is later.
- **2.28.5** Non-compliance. An awarded Bidder's failure to timely deliver an executed Contract, and any Performance Bond, Payment Bond, and Insurance Certificates required by the terms of this Invitation for Bids, all in forms acceptable to the Town, shall result in the cancellation of any Contract and the Bidder's forfeiture of any and all bid securities.

2.29 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any bidder by virtue of this IFB or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a bidder, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.30 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions 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.

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Contractor understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Agreement, disqualification or debarment of Contractor from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. All agreements for design and construction services entered into for the construction of the Improvements shall include a commercial non-discrimination clause.

2.31 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town when applicable. 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.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.32 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their bids, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.33 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes and submit it with its proposal.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 PROPOSAL FORMAT AND CONTENT

- **3.1.1** Format. Proposals should be typed, double spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). The electronic copy of the proposal should be submitted on a CD or flash drive in a PDF or similar format. Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.
- **3.1.2** <u>Letter of Transmittal</u>. Proposals should contain a Letter of Transmittal addressed to the contact person, and should, at a minimum, contain the following:
 - a. The IFB number (i.e., IFB No. 20-002).
 - b. Identification of proposer, including name address and telephone number.
 - c. The name, title, address, telephone/fax number and e-mail address of proposer's contact person.

The printed name and title and the signature of a person authorized to bind contractor to the terms of the contract.

3.1.3 <u>Technical Proposal</u>. Proposals must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a bidder to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Bidders must use the Bid form(s) furnished by the Town and included in the appendix of the IFB. Failure to do so may cause the Bid to be rejected. Removal or replacement of any of the Bid documents may invalidate the Bid. Also, Bids having an erasure or corrections must be initialed by the Bidder in ink. Bids shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A bid submission in pencil will not be accepted.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (See Section 1.5); however, if the item(s) marked by an asterisk (*) are omitted, the proposer must submit such item(s) upon request from the Department within a time frame specified by the Department (normally within two (2) business days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

3.2 BID SCHEDULE

Each proposer shall submit a completed Bid Schedule, included as Appendix "A". Pricing in the Bid Schedule, shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules and plans, all addenda, if issued.

Bidder warrants that the prices, terms and conditions quoted in the Bid Schedule will be firm for a period of ninety (90) days from the date of the bid opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Bidders are

responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the Bidder from performance of the Contract at the Bid price.

SECTION 4 SPECIAL PROVISIONS

4.1 REGULATED SUBSTANCE USE REQUIREMENTS

"Best Management Practices" for the Construction Industry

The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may post particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, ground waters, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

Each contractor shall familiarize themselves with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

Upon completion of construction, all unused and waste Regulated Substance and containment systems shall be removed from the construction site by the responsible contractor and shall be disposed of in a proper manner as prescribed by law.

4.2 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

4.3 UTILITIES CONTACTS

Potential utility conflicts may vary with each work site. Prior to commencing work, the Contractor shall visit the work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures.

The Contractor shall notify all utilities servicing the work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida**, **Inc. at 1-800-432-4770** to schedule marking locations of the utilities which subscribe to their service.

The Contractor shall properly maintain and protect all utilities. The Contractor shall be responsible for the cost to repair all damages to utilities caused by his operations.

Finally, the Contractor shall fully cooperate at all times with the Owners of Utility Companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

4.4 MAINTENANCE OF TRAFFIC

If the Contractor and/or his subcontractors do not perform the Maintenance of Traffic (MOT) and do not install and maintain those items covered under MOT according to the requirements of the standards, then the Town reserves the right to reduce each payment draw request up to \$1,000.00 per day.

The Contractor shall assure compliance with FDOT Index 600 of the current Roadway and Traffic Design Standards. All references to "determinations by engineer" will be the responsibility of the Contractor and shall be brought to the attention of the Engineer prior to implementation. The cost of complying with the stated standards shall be incidental to, and shall be included in, the unit prices for the pay items.

4.5 SCHOOL ZONE

During the first and last weeks of the school year, no work may occur within a school zone.

4.6 LIMITS OF CONSTRUCTION

The Contractor shall confine the construction of the roadway within the limits of the right of way unless the right of entry to adjacent properties has been acquired by the Town at the time of construction.

4.7 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S) COMPLIANCE

This contract may require compliance with the N.P.D.E.S. General Permit. The "Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities," dated May 2003, which contains the description and requirements of the permit, is available at the following URL:

http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf

The MSWORD format of the Stormwater Pollution Prevention Plan (SWPPP) template is available at the following URL:

http://www.dep.state.fl.us/water/stormwater/npdes/SWPPP.htm

Notice of Intent and Notice of Termination forms are available on DEP's URL:

http://dep.state.fl.us/water/stormwater/npdes/permits forms.htm

If required, the Contractor shall complete and submit the NOI and payment to DEP. If a SWPPP is not included in the contract plans, or the Contractor chooses to prepare his own SWPPP, the SWPPP template shall be utilized by the Contractor for developing the SWPPP for the project.

All costs associated with obtaining and complying with the provisions of this permit and to all federal, state and local storm water pollution prevention permits, rules, laws or ordinances, including the implementation of the S.W.P.P.P. for the project during construction are incidental to the Contract. Also included is the cost of all construction erosion and pollution control measures not covered under other specific pay items, the cost of performing and executing the joint inspection & maintenance reports (as shown in the SWPPP "Template"), and the execution of the Contractor Certification form of the proposal pages. The Contractor Certification form must be signed and submitted with the bid proposal.

4.8 PROSECUTION OF THE WORK

The Contractor will be required to maintain within the Town, at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of these specifications. After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within five (5) working days and shall efficiently prosecute the work with adequate personnel and equipment until final completion, within thirty (30) calendar days after the date of Substantial Completion or no later than one hundred twenty (120) days from the issuance of the Notice to Proceed. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a work order basis and in the amounts shown in Section 2.4.2 of the Agreement.

SECTION 5 GENERAL PROVISIONS

5.1 **DEFINITIONS**

<u>ADDENDA</u> Written or graphic instruments which clarify, correct or revise the bidding documents or the Contract Documents for Invitation to Bid 20-002.

BID The offer or proposal to perform all services required in Invitation to Bid 20-002.

<u>BOND</u> Bid, performance and payment bonds which guarantee performance of obligations specified in the Contract.

<u>CHANGE ORDER</u> A document which amends the scope of services, scheduling or pricing within the executed Contract.

<u>CONSTRUCTION CHANGE DIRECTIVE</u> A written order prepared by the Town, directing a change in the work, scheduling, and/or pricing of the services required under the Contract.

DAY Shall mean calendar day, unless otherwise specified.

<u>DEFECTIVE WORK</u> Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

<u>EFFECTIVE DATE OF CONTRACT</u> The latest execution date of the Contract.

<u>FINAL COMPLETION</u> Work completed in compliance with industry standards, contract provisions, and passed final inspection.

<u>PROJECT</u> Roadway resurfacing, striping, surface drainage and ongoing rehabilitation, as defined in IFB 20-002.

<u>SUBSTANTIAL COMPLETION</u> is defined as the date upon which the last of all of the following events have occurred:

- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Restoration of all utilities to operational status;
- (iii) All Work has been completed; and
- (iv) The Town's engineer/architect of record for the Project has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

TOWN Town of Southwest Ranches, Florida

<u>WORK</u> The scope of services required to complete the Roadway resurfacing, striping, surface drainage and ongoing rehabilitation, as defined in IFB 20-002.

5.2 PRELIMINARY MATTERS

<u>Upon completion of Construction</u> The Contractor request a substantial or final completion inspection. Payment to Contractor will be dependent upon satisfactory completion of the inspection.

5.3 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

5.4 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Construction Change Directive. Upon receipt of a Change Order or written Construction Change Directive, Contractor shall promptly proceed with the Work included in the Change Order or Construction Change Directive.

The Town and Contractor shall execute appropriate Change Orders or Construction Change Directives which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in Section 5.6, "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work".

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required to be given to a surety, the giving of such notice will be Contractor's responsibility, and the amount of each applicable Bond may be adjusted accordingly.

5.5 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Bid price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Bid and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project.

Unless authorized by the Town, via Change Order or Construction Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Bid and Proposal Form and Contract.

5.5.1 Change Order. The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town, notifying of the occurrence giving rise to damages. Within fourteen (14) days thereafter, Contractor shall supply notice of the amount of the claim, including supporting data for direct, indirect, and consequential damages resulting from the occurrence. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for change in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town in its sole discretion, shall decide, whether to issue a written Change Order.

5.5.2 <u>Unit Prices</u>. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

5.6 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

In addition to any manufacturer's warranties, Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

- **5.6.1** Owner May Stop the Work. If Work is defective, the Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.
- **5.6.2** Correction or Removal of Defective Work. If required by Town, Contractor shall promptly and at its sole expense, either correct or remove all defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal.
- **5.6.3** One Year Correction Period. In the event any work is found to be defective within one year of Final Completion, Contractor shall promptly, without cost to Town and in

accordance with Town's written instructions, either correct such defective Work, or remove it and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Town may have the defective Work corrected or removed and replaced, and all direct, indirect and consequential costs of such removal and replacement will be promptly paid by Contractor. Nothing in this IFB or the Contract shall be construed as a limitation on any right or remedy for breach of the Contract or defects in the Work. All rights set forth herein and, in the Contract, shall be deemed cumulative and in addition to any rights or remedies which may be afforded by Florida law.

- **5.6.4** Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in , Item H "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.
- **5.6.5** Town may Correct Defective Work. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within seven (7) days of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously.

To the extent necessary to complete remedial action, Town may exclude Contractor from all or part of the site, take possession of all or part of the Work, suspend Contractor's services related thereto, and take possession of Contractor's tools, appliances, construction equipment, and machinery at the site. Contractor shall allow Town and its representatives, agents and employees access to Contractor's tools, appliances, construction equipment and machinery as required to correct defective work. All direct, indirect and consequential costs of the Town in exercising such rights and remedies, will be charged against Contractor in a Change Order and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in section, 5.5 – "Change in the Contract Price or Contract Time" against Contractor and its surety without prejudice to any other right or remedies available. Any resulting direct, indirect and consequential damages shall be recoverable from Contractor and its surety.

5.6.6 Waiver of Florida Statute 558. The Contractor and the Town understand and agree that chapter 558, Florida Statutes, shall not apply to the Contract or claims, if any, by the Town arising out of the IFB or the resulting Contract. The Contractor and the Town further hereby agree to "opt out" of the procedures set forth at chapter 558, Florida Statutes.

5.7 SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice, including reasonable overhead and profit, except as otherwise limited by this IFB or the Contract;. Provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, take possession of the Work including Contractor's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deems appropriate under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive bids for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing, or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed and 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.

5.8 PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to construct and fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Bid and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the

Work in strict accordance with the Contract Documents at said prices stipulated in Bid Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order or Construction Change Directive executed by Town and Contractor in accordance with the terms and conditions of this IFB and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town shall determine in its sole discretion.

The Town shall pay the Contract Price to the Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payments may be submitted by Contractor to the Town for partial completion of the Work, but not more than once monthly, for the period ending at end of the month. Each payment request must be accompanied by all necessary supporting information and documentation. Subject to the provisions of section 218.735, Florida Statutes, each progress payment shall be reduced by ten (10%) percent for retainage. The final retainage will be released after Final Completion of the Project, after Town's receipt of acceptable reports and other Project-close out documentation required by the Contract Documents, including but not limited to certification of Contractor's payment to all lower-tiered subcontractors and suppliers providing labor, materials or services on the Project, but no earlier than 30 days of the Contractor's last progress payment request.

The Contractor's final payment request must be accompanied by written notice from Contractor that the entire Work has been completed in strict accordance with the Contract Documents. The Town will make a final inspection and notify Contractor in writing of all particulars in which inspection reveals that the Work is incomplete or defective. Provided however, that nothing herein shall waive or release claims for latent defects or the Contractor's obligations to correct defective work set forth herein. Contractor shall immediately take such measures as are necessary to remedy such deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with Section 5.6.5, or (c) because claims have been made against the Town on account of Contractor's performance of the Work or liens or claims have been filed in connection with the Work, or other items entitling the Town to set-off against the amount due.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

5.9 PHYSICAL CONDITONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Bid, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Bid.

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 5.4 – "Changes in the Work".

Contractor shall have full responsibility for reviewing and checking all information and data, for locating all Underground Facilities, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in chapter 556, Florida Statutes, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

5.10 CONTRACTOR'S RESPONSIBILITIES

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 the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

Contractor shall keep on the Project site, at all times during the progress of the Work, as a competent resident superintendent and shall supply competent, suitably qualified personnel to perform construction as required by the Contract Documents. For purposes of communicating the Town's needs, the resident superintendent must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work

subject to this IFB and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Bidder intends to use sub-contractors to perform any work pursuant to the IFB, these sub-contractors are subject to prior approval by Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Project site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation, replacement or improvement in the course of construction.

As set forth in the terms of this IFB, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Bid price.

5.11 INSURANCE AND BONDS

Throughout the term of the Contract and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this IFB. Also, the Contractor shall provide separate Payment and Performance Bonds for the Project that in all respects comply with (a) the requirements and forms set forth in Florida Statutes, Section 255.05 and (b) the terms of this IFB regarding the amount, duration and recording requirements.

5.12 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

5.13 EQUIPMENT STORAGE AND MOBILIZATION

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

5.14 HOURS OF OPERATION

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

5.15 CONTRACTOR'S PERFORMANCE

The Contractor shall commence performance of the Work identified in the Notice to Proceed or other written authorization on the effective date of the Notice to Proceed and shall diligently and continuously prosecute its performance to and until Substantial Completion and Final Completion of the Work. The Contractor shall accomplish Substantial Completion and Final Completion of each assigned task within the allotted calendar days indicated in the Notice to Proceed.

APPENDIX A- BID SCHEDULE

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

<u>ITEM</u>	DESCRIPTION	<u>UNITS</u>	QUANTITY	UNIT PRICE	TOTAL PRICE			
<u>101-1</u>	MOBILIZATION	<u>LS</u>	<u>1</u>	<u>\$</u>	<u>\$</u>			
102-1	MAINTENANCE OF TRAFFIC	LS	1	<u>\$</u>	<u>\$</u>			
104-18	INLET PROTECTING SYSTEM	EA	10	<u>\$</u>	<u>\$</u>			
104-10-3	SEDIMENT BARRIER	<u>LF</u>	<u>16500</u>	<u>\$</u>	<u>\$</u>			
110-1-1	CLEARING AND GRUBBING	LS	1	<u>\$</u>	<u>\$</u>			
120-1	REGULAR EXCAVATION (swale grading)	<u>CY</u>	11809.06	<u>\$</u>	<u>\$</u>			
210-1-8	REWORKING LIMEROCK BASE (OBG 1-4")	SY	30794	<u>\$</u>	<u>\$</u>			
285-701	OPTIONAL BASE GROUP 1 (up to 2 inches) 15% OF TOTAL	SY	4619	<u>\$</u>	<u>\$</u>			
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (1.5")	TN	2541	<u>\$</u>	<u>\$</u>			
570-1-2	PERFORMANCE TURF, SOD (swales)	SY	16430	<u>\$</u>	<u>\$</u>			
SIGNING AND PAVEMENT MARKINGS								
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	<u>AS</u>	<u>35</u>	<u>\$</u>	<u>\$</u>			
700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 SF	AS	14	<u>\$</u>	<u>\$</u>			
700-1-60	SINGLE POST SIGN, REMOVE	AS	<u>34</u>	<u>\$</u>	<u>\$</u>			
700-3-501	SIGN PANEL, RELOCATE, UP TO 12 SF	<u>EA</u>	2	<u>\$</u>	<u>\$</u>			

<u>706-3</u>	RETRO-REFLECTIVE MARKERS	<u>EA</u>	<u>22</u>	<u>\$</u>	<u>\$</u>
711-15-101	PAVEMENT MARKINGS, STANDARD WHITE SOLID 6" THERMOPLASTIC	<u>GM</u>	3.18	\$	\$
711-11-125	PAVEMENT MARKINGS, STANDARD, WHITE SOLID 24" THERMOPLASTIC	<u>LF</u>	<u>206</u>	\$	\$
711-16-201	PAVEMENT MARKINGS, STANDARD, YELLOW SOLID 6" THERMOPLASTIC	<u>GM</u>	3.20	<u>\$</u>	<u>\$</u>
711-11-170	THERMOPLASTIC, STANDARD, WHITE ARROW	<u>EA</u>	2	<u>\$</u>	<u>\$</u>
711-14-160	THERMOPLASTIC, PREFORMED MESSAGE (WHITE) FOR HUMP SYMBOL	<u>EA</u>	8	<u>\$</u>	<u>\$</u>

BASE BID: MAIN LINE TOTAL (REWORKING LIMEROCK UP TO 4" AND ADD	•
<u>1.5" ASPHALT)</u>	₽

Add Alternative: Optional Side Streets (Dead End Streets)

101-1	MOBILIZATION	LS	1.00	<u>\$</u>	<u>\$</u>
102-1	MAINTENANCE OF TRAFFIC	<u>LS</u>	1.00	<u>\$</u>	<u>\$</u>
104-10-3	SEDIMENT BARRIER	<u>LF</u>	4050.00	<u>\$</u>	<u>\$</u>
110-1-1	CLEARING AND GRUBBING	<u>LS</u>	1.00	<u>\$</u>	<u>\$</u>
120-1	REGULAR EXCAVATION (SWALE GRADING)	<u>CY</u>	7482.19	<u>\$</u>	<u>\$</u>
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (1" OVERLAY)	TN	<u>275.81</u>	\$	\$
<u>570-1-2</u>	PERFORMANCE TURF, SOD	<u>SY</u>	10410.00	<u>\$</u>	<u>\$</u>

ADD ALTERNATIVE: OPTIONAL SIDE STREETS (DEAD END / SIDE STREETS)	φ
TOTAL	<u> </u>

TOTAL BASE BID PLUS ADD ALTERNATIVE \$

Bidder

The quantities indicated in the Bid and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the bid form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

The Substantial Completion of the Project shall occur no later than <u>ninety (90) calendar days</u> from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than <u>one hundred and twenty (120) calendar days</u> from date of issuance of the Notice to Proceed.

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

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

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

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

[Remainder of page intentionally left blank]

NAME:	
ADDRESS:	
FEIN:	
LICENSE NUMBER:	STATE OR COUNTY:
LICENSE TYPE:(Attach copy of license)	
LICENSE LIMITATIONS, IF ANY:(Attach a separate sheet, if necessary)	
LICENSEE SIGNATURE:	
LICENSEE NAME:	
BIDDER'S SIGNATURE:	
BIDDER'S NAME:	
BIDDER'S ADDRESS:	
	Cell:
BIDDER'S EMAIL ADDRESS:	
By:	
Name of Corporation/Entity	
Address of Corporation/Entity	
Signature of President or Authorize	ed Principal
By:	_
Title:	(If the Bidder is a Corporation, affix corporate seal

APPENDIX B- DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF	: FLOR	<u>IIDA</u>							
COUNTY	OF								
BEFORE	ME,	the	undersigned, he	•		•	-	•	
first duly sv	vorn, un	der oatl	n, deposes and s	tates as follow	vs:				
1.	Affia	ant appe	ears herein as:						
[] an indivi	dual or								
[] the				_ of				•	
[position—	e.g., sol	e propi	rietor, president	t, partner, etc	c.] [nam	e & ty	pe of er	ntity—e	e.g., ABC
Corp., XYZ	Z Ltd. Pa	artnersh	ip, etc.]. The A	ffiant or the	entity th	e Affiar	it repres	ents her	rein seeks
<u> </u>			wn of Southwest		•		-		
2.	Affia	ant's ad	dress is:						

- 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.

6. Under penalty of perjury, Affiant Affidavit and to the best of Affiant's knowledge and	t declares that Affiant has examined this d belief it is true, correct and complete.
FURTHER AFFIANT SAYETH NAUGHT.	
	(Print Affiant Name), Affiant
The foregoing instrument was acknowledged, 20, by	, [] who is
	Notary Public
	(Print Notary Name) State of at Large My Commission Expires:

Disclosure of Ownership Interests

Affiant must identify all entities and individuals awning 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

APPENDIX C- DRUG FREE WORKPLACE

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

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

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

BIDDER'S SIGNATURE:	·		_
	BIDDER:		

APPENDIX D 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
	by
	for
	whose business address is
	and (if applicable) its Federal Employer Identification Number (FEIN) is

- 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), <u>Florida Statutes</u>, 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 trail 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.

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

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

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

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

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

[Signatures on next page]

BIDDER:	_
By:	
(Printed Name)	
(Title)	
Sworn to and subscribed before me this day of	, 20
Personally known	
Or Produced Identification(Type of Identification)	
Notary Public - State of	
Notary Signature	
My Commission Expires	
(Printed, typed, or stamped commissioned name of notary	public)

APPENDIX E NON-COLLUSION AFFIDAVIT

State	of)
Coun) ss: hty of)
	being first duly sworn deposes and
says	that:
(1)	He/She is the(Owner, Partner, Officer, Representative or Agent) of
	the Bidder that has submitted the attached Bid;
(2)	He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)	Such Bid is genuine and is not a collusive or sham Bid;
(4)	Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

BIDDER:
Ву:
(Printed Name)
(Title)
Sworn to and subscribed before me this day of, 20
Personally known
Or Produced Identification(Type of Identification)
Notary Public - State of
(Notary Signature)
My Commission Expires:
Printed, typed, or stamped commissioned name of notary public)

*APPENDIX F CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of	`	
County of) ss:)	
I HEREBY CERTIFY that _ Owner		, as Principal or
of (Company name)dated		, is hereby authorized to execute the Bid
		nd his execution thereof, attested by the
-		(Company Name)
20	nave nereumo set my na	nd this day of,
		Secretary:
		(SEAL)
BIDDI	ER:	

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

State of)	
	`	
representatives of a Limited Lia	ability Compan	rd of Directors of a corporation or authorized by existing under the laws of the State of , 20, the following resolution was duly
"RESOLVED, that authorized representative of a Limithe Bid dated, and this Corporation or Limited I	ited Liability Co Liability Compa mited Liability (, as President of the Corporation or ompany, be and is hereby authorized to execute, 20, to the Town of Southwest Ranches any and his execution thereof, attested by the Company, and with the Corporate Seal affixed, on or Limited Liability Company."
I further certify that said resolution	is now in full f	orce and effect.
IN WITNESS WHEREOF, I hav Corporation or	e hereunto set	my hand and affixed the official seal of the
Limited Liability Company this	day of	, 20
		Secretary:
		(SEAL)
BIDDER:		

*APPENDIX H CERTIFICATE OF AUTHORITY (If Partnership)

State of)	
County of) ss:)	
	t a meeting of the Partners of the	
A partnership existing under the la	aws of the State of, held on	, 20, the
following resolution was duly pas	sed and adopted:	
"RESOLVED, that,		, as
of the Partnership, be and is herel	by authorized to execute the Bid dated,	
20, to the Town of Southwes	st Ranches and this partnership and that his	s execution thereof,
attested by the	sha	all be the official act
and deed of this Partnership."		
I further certify that said resolution	n is now in full force and effect.	
IN WITNESS WHEREOF, I have	e hereunto set my hand this, day of	, 20
	Secretary:	<u> </u>
	(SEAL)	
BIDDER:_		

*APPENDIX I CERTIFICATE OF AUTHORITY (If Joint Venture)

State of)			
) ss: County of)			
I HEREBY CERTIFY that a meeting of	_		
A corporation existing under the laws of the Sta	nte of held or	ı	_, 20, the
following resolution was duly passed and adopt	ed:		
"RESOLVED, that,			, as
	of the Join	t Venture be an	d is hereby
authorized to execute the Bid dated,	20, to th	ne Town of South	west Ranches
official act and deed of this Joint Venture."			
I further certify that said resolution is now in fu	ll force and effect.		
IN WITNESS WHEREOF, I have here unto set	my hand this	, 20	 •
		Secretary:	
		(SEAL)	
		(4 == 1 ==)	
BIDDER:			
BIDDER.			

APPENDIX J- BID BOND

Bond	No							
BID E	BOND							
State	of)					
Count	of) ss)	:				
	KNOW	ALL	MEN	BY	THESE	PRESENTS,	that	we,
			, as Princip	al, and				
South	west Ranche	s, a mun _Dollars (icipal corpo (\$	oration o	of the State (firmly bound ur of Florida, in the ul money of the U	e penal s Inited Sta	sum of tes, for
	•			•		d ourselves, our nese presents.	heirs, exe	cutors,
					SUCH that w	hereas the Princip or	al has sut	omitted
	Tra	ınsportati			•	surfacing Projec ngoing Rehabilit		gram"
	NOW, THE	EREFORE	·,					
(a)	If said Bid s	shall be re	jected, or in	the alter	nate			
(b)	Town the a and shall in said Bid, the it being exp	ppropriate all respect en this ob pressly un	Contract D cts fulfill al ligation sha derstood an	ocument l terms a ll be void d agreed	es, including a and conditions d; otherwise, that the liab	operly execute an any required insurts attributable to the shall remain in allity of the Surety of this obligation as	rance and ne accepta force and for any	bonds, ance of effect, and all
severa each c						ecuted this instruction in the country in the count		
-			[S	ignature	es on next pa	ge]		
BIDD	ER:					_		

By:		
Title:		
IN PRESENCE OF: _	(Individual or I	Partnership Principal)
(SEAL)	(22.02.7.20002.02.2	
		(Business Address)
		(City/State/Zip)
		(Business Phone)
SURETY:		
Ву:		
(SEAL)		(Business Address)
		(City/State/Zip)
		(Business Phone)
		st appear on the Treasury Department's most current list rized to transact business in the State of Florida.
Countersigned by Flori	da Agent:	
		Name:
		Date:

APPENDIX K

GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

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

TO THE TOWN OF SOUTHWEST RANG	CHES:		
, hereby acknowledge	es 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	y 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's failure to comply with such		
regulations.			
ATTEST	CONTRACTOR		
	BY:		
	Print Name		
	Thit Name		
	Date:		
	Date.		
RIDDER:			

APPENDIX M 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.

RIDDER:	
	[Signatures on next page]
described in this	(FB):
	ense and License number(s) (attach copies of license(s) required for the work
Bidder's Email:	
Bidder's Phone N	Tumber:
Bidder's Address	:
Bidder's Name: _	
Bidder: _	

State of Florida	
County of	
The foregoing instrument was acknowledged bef	Fore me this day of, 20
by of	(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 Coun	ty, Florida
Notary Signature	
Name of Notary Public: (Print, Stamp, or type as Co	ommissioned)
BIDD	ER:

APPENDIX N BIDDER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:
Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:
Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:
BIDDER:

APPENDIX O 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.

CLASSIFICATION OF WORK	NAME	ADDRESS
ាជ	DDER:	

APPENDIX P ACKNOWLEDGEMENT OF ADDENDA

Bidder shall indicate receipt of any addendum by initialing below for each addendum received.
Addendum No.1
Addendum No.2
Addendum No.3
Addendum No.4
[Remainder of page intentionally left blank]
BIDDER:

APPENDIX Q LIABILITY CLAIMS

Please list the following information for $\underline{\mathbf{all}}$ Liability Claims for the past ten (10) years:

1.	Name and Location of project:						
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:						
	DIDDED.						
	BIDDER:						

APPENDIX R

INSERT W – 9

APPENDIX S

INSERT PROOF OF INSURANCE

* APPENDIX T STATEMENT OF NO RESPONSE

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

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

or

Email: vredman@southwestranches.org

<u>REASONS</u>

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).										
Explanatio	n:										
solicitation	may delete the names of those persons or businesses who fail to respond to three (3) s, who fail to return this Statement, or as requested. eceive future Town solicitations? Yes No										
COMPAN	Y:										
NAME:											
TITLE:											
ADDRESS	l:										
TELEPHO	NE: () DATE:										

EXHIBIT "A"



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

"IFB NO.: 20-002 ROADWAY RESURFACING PROJECT: TRANSPORTATION AND SURFACE DRAINAGE AND ONGOING REHABILITATION PROGRAM"

IFB No. 20-002

AGREEMENT FOR

"IFB No.: 20-002 Roadway Resurfacing Project: Transportation and Surface Drainage and Ongoing Rehabilitation Program"

											l into oi	
ay of		2	20 by	and bet	ween t	he Town	n of Sc	uthwe	est Ra	nches,	a Muni	cipal
						(her	einafte	r refe	rred to	as "C	ontract	or").
WHERI	EAS, the	Tow	n desire	s to						("Pro	ject"); a	ınd
WHERI	EAS, th	пе То						Bids	, IFB	No.	20-002	2 on
WHERI	EAS,	bids v	were rec	eived by	y the T	own on_					_, 20	; and
WHERI	EAS, the	e Town	n has ac	lopted R	esoluti	on No.	20	8	at a pu	blic m	eeting o	of the
Γown	Coun	cil	appro	ving	the	recon	nmend	ed	awai	rd	and	has
hotod				-					for aw	ard of	the Pro	iect
	WHERE WHERE WHERE WHERE Town	WHEREAS, the WHEREAS, the WHEREAS,	WHEREAS, the Town WHEREAS, the Town WHEREAS, the Town WHEREAS, the Town Town Council	WHEREAS, the Town desire WHEREAS, the Town ad WHEREAS, bids were rec WHEREAS, the Town has ac Town Council approv	WHEREAS, the Town desires to WHEREAS, the Town advertised WHEREAS, bids were received by WHEREAS, the Town has adopted R Town Council approving	WHEREAS, the Town desires to	WHEREAS, the Town desires to	where as, the Town desires to	where to (hereinafter referred	where to a (hereinafter referred to a (hereinafter referred to a (hereinafter referred to (hereinafter referred to (hereinafter referred to). where As, the Town advertised an Invitation for Bids, IFB , 20 ("IFB"); and where As, bids were received by the Town on at a purown Council approving the recommended awar	WHEREAS, the Town desires to	WHEREAS, bids were received by the Town on, 20

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

Section 1: Scope of Services

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

including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

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

Section 2: Term of this Agreement and Agreement Time

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

"IFB No.: 20-002 Roadway Resurfacing Project: Transportation and Surface Drainage and Ongoing Rehabilitation Program"

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

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

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

Contractor shall achieve final completion of the Work within thirty (30) days after the date of Substantial Completion or no later than one hundred twenty (120) days from the issuance of the Notice to Proceed ("Final Completion Date"). Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

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

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

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

Section 3: Compensation & Method of Payment

- 3.2 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 delivered 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) tit 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:
 - 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. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars** (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. COMMERCIAL GENERAL LIABILITY: Contractor shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section

- prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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

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

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

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

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

Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

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.

CONTRACTOR HAS **OUESTIONS** IF THE 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.** <u>Termination by Mutual Agreement</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- В. **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.** <u>Immediate Termination by Town.</u> In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
 - 1. Contractor's violation of the Public Records Act;
 - 2. Contractor's insolvency, bankruptcy or receivership;
 - 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 - 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
 - 5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work

furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:	

Section 33: Miscellaneous

A. Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this

Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.

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

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

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

- C. <u>Independent Contractor</u>. 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.** <u>Conflicts</u>. 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.** <u>Materiality and Waiver of Breach</u>. 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.** <u>Joint Preparation</u>. 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.** <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- **I.** <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- **J.** <u>Binding Authority</u>. 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.** <u>Truth-in-Negotiation Certificate</u>. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other

factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF , the parespective dates under each signature:	rties have made and executed this Agreement on the, and the TOWN OF			
SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to e by Council action on the day of 20				
by Council action on the day of	20			
WITNESSES:	CONTRACTOR:			
	By:			
	,(title)			
	day of 20			
	TOWN OF SOUTHWEST RANCHES			
	By:			
	Doug McKay, Mayor			
	day of 20			
	By:			
	Andrew D. Berns, Town Administrator			
	day of 20			
ATTEST:				
Russell Muñiz, Assistant Town Administrat	or/Town Clerk			
APPROVED AS TO FORM AND CORR	EECTNESS:			
Keith M. Poliakoff, Town Attorney				

EXHIBIT B CONTRACT PLANS

IFB 20-002 36030432.2

COMPONENTS OF CONTRACT PLANS SET

TOPOGRAPHIC SURVEY SIGNING AND PAVEMENT MARKING PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3-4	TYPICAL SECTIONS
5	GENERAL NOTES
6-21	ROADWAY PLANS
22-72	CROSS SECTIONS
73-74	SWPPP

Miles



(MAYOR) GARY JABLONSKI (VICE MAYOR)

DENISE SCHROEDER (COUNCIL MEMBER)

FREDDY FISKELLI (COUNCIL MEMBER)

ROBERT HARTMAN (COUNCIL MEMBER)

GOVERNING STANDARDS AND SPECIFICATIONS:

Florida Department of Transportation, FY2019-20 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standards Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

Florida Department of Transportation, July 2019 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ROADWAY PLANS

TOWN OF SOUTHWEST RANCHES CONTRACT PLANS

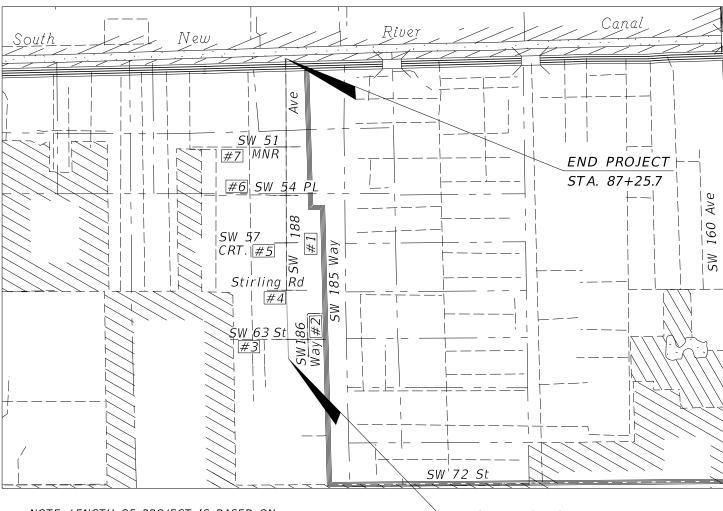
TSDOR 2019 CONSTRUCTION PROGRAM

BROWARD COUNTY

MAINLINE #1 ---- SW 188 AVENUE

> SIDE STREETS ------SW 186 WAY & SW 61 COURT

SW 63 STREET ····· STIRLING ROAD ----- SW 57 COURT #6 ----- SW 54 PLACE SW 51 MANOR #7

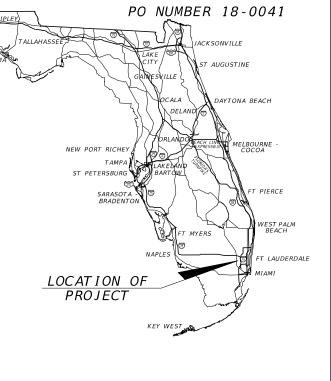


NOTE: LENGTH OF PROJECT IS BASED ON THE BASELINE CONTRUCTION STATIONING

LENGTH OF	PROJECT	
	LINEAR FEET	MILES
ROADWAY	13,800.00	2.613
BRIDGES	0.00	0.000
NET LENGTH OF PROJECT	13,800.00	2.613
EXCEPTIONS	0.00	0.000
GROSS LENGTH OF PROJECT	13,800.00	2.613

BEGIN PROJECT STA. 3+35.21

KEY	SHEET REVISIONS
DATE	DESCRIPTION



SHOP DRAWINGS TO BE SUBMITTED TO:

ERDMAN ANTHONY OF FLORIDA, INC. 5405 OKEECHOBEE BLVD., SUITE 200 WEST PALM BEACH, FL. 33417 561-753-9723

PLANS PREPARED BY:

ERDMAN ANTHONY OF FLORIDA, INC. 5405 OKEECHOBEE BLVD., SUITE 200 WEST PALM BEACH, FL. 33417 561-753-9723 VENDOR NO. 20-0930234 CERTIFICATE OF AUTHORIZATION #25912



NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

DESIGN CRITERIA :

MANUAL OF UNIFORM MINIMUM STANDARD FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS (FLORIDA GREENBOOK) 2016 EDITION.

FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES DATED 5/2009 WITH REVISIONS 1 & 2

ROADWAY PLANS

ENGINEER OF RECORD: SCOTT T. EDGAR, P.E.

P.E. NO.: 70120

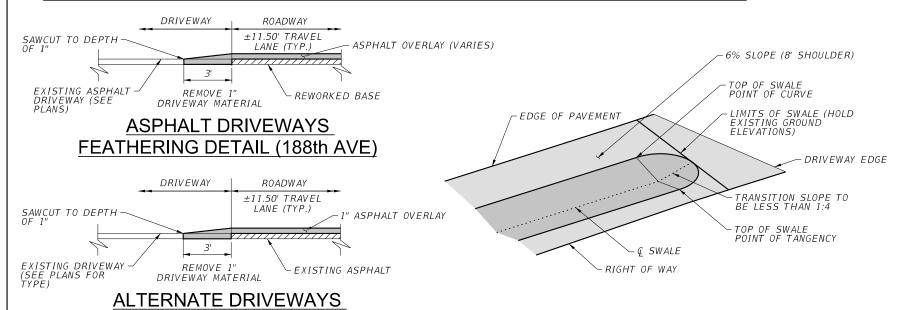
FISCAL YEAR	SHEET NO.
19	1

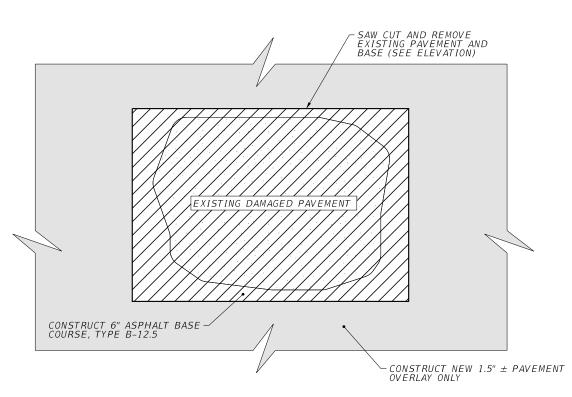
TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	QTY.
101-1	MOBILIZATION	LS	1.00
102-1	MAINTENANCE OF TRAFFIC	LS	1.00
104-10-3	SEDIMENT BARRIER	LF	16500.00
104-18	INLET PROTECTION SYSTEM	EA	10.00
110-1-1	CLEARING AND GRUBBING	LS	1.00
120 - 1	REGULAR EXCAVATION (SWALE GRADING)	CY	11809.06
210-1-8	REWORKING LIMEROCK BASE (OBG-1, 4")	SY	30794.00
285-701	OPTIONAL BASE GROUP 1 (15% OF REWORKED AREA)	SY	4619.00
334 - 1 - 13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (1.5")	TN	2540.51
570 - 1 - 2	PERFORMANCE TURF, SOD	SY	16430.00
700 - 1 - 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	35
700 - 1 - 12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 SF	AS	14
700 - 1 - 60	SINGLE POST SIGN, REMOVE	AS	34
700 - 3 - 501	SIGN PANEL, RELOCATE, UP TO 12 SF	EA	2
706 - 3	RETRO-REFLECTIVE MARKERS	EA	22
711-15-101	PAVEMENT MARKINGS, STANDARD WHITE SOLID 6" THERMOPLASTIC	GM	3.18
711-11-125	PAVEMENT MARKINGS, STANDARD, WHITE SOLID 24" THERMOPLASTIC	LF	206
711-16-201	PAVEMENT MARKINGS, STANDARD, YELLOW SOLID 6" THERMOPLASTIC	GM	3.20
711-11-170	THERMOPLASTIC, STANDARD, WHITE ARROW	EA	2
711-14-160	THERMOPLASTIC, PREFORMED MESSAGE (WHITE) FOR HUMP SYMBOL	EA	8

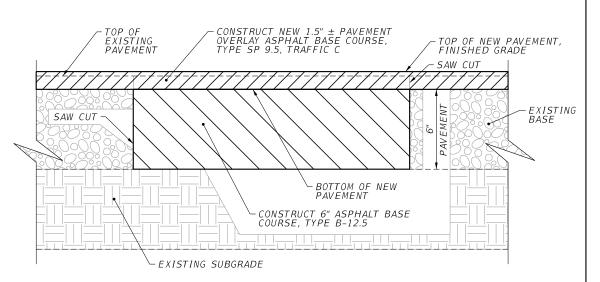
TABULATION OF QUANTITIES (BID ALTERNATE / SIDE STREETS)

PAY ITEM NO.	DESCRIPTION	UNIT	QTY.
101-1	MOBILIZATION	LS	1.00
102 - 1	MAINTENANCE OF TRAFFIC	LS	1.00
104-10-3	SEDIMENT BARRIER	LF	4050.00
110-1-1	CLEARING AND GRUBBING	LS	1.00
120 - 1	REGULAR EXCAVATION (SWALE GRADING)	CY	7482.19
334 - 1 - 13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C (1" OVERLAY)	TN	275.81
570 - 1 - 2	PERFORMANCE TURF, SOD	SY	10410.00





PLAN VIEW



ELEVATION VIEW

SMALL PAVEMENT REPAIR DETAIL (188th AVE)

SWALE TRANSITION DETAIL NOT TO SCALE

REVISIONS		ERDMAN - CERTIFICATE OF
DESCRIPTION	DATE DESCRIPTIO	

FEATHERING DETAIL

NOT TO SCALE

DATE

TOWN OF SOUTHWEST RANCHES
PO NUMBER: 18-0041
ROAD NAME

SUMMARY	OF PAY ITEMS
AND	DETAILS

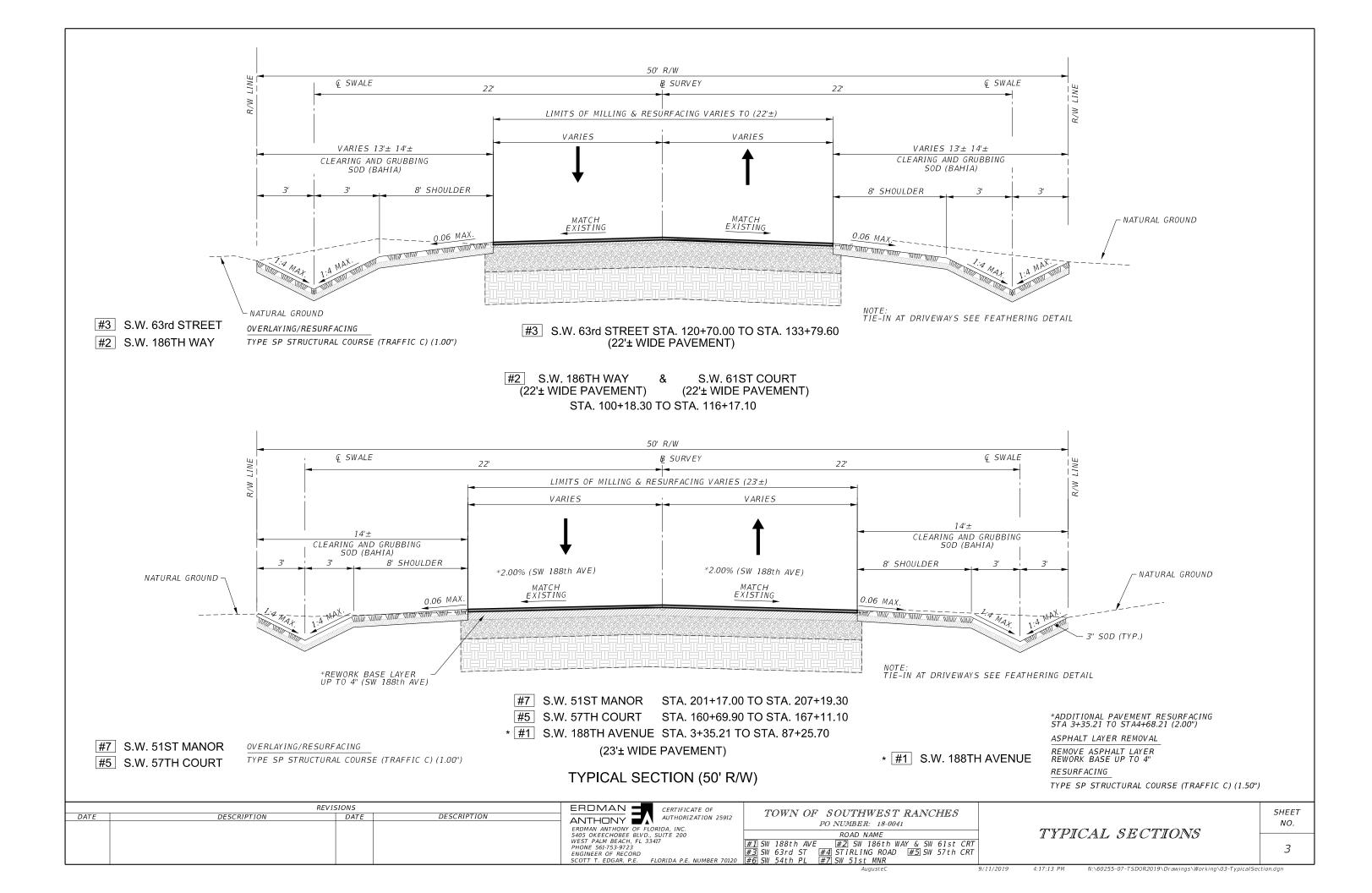
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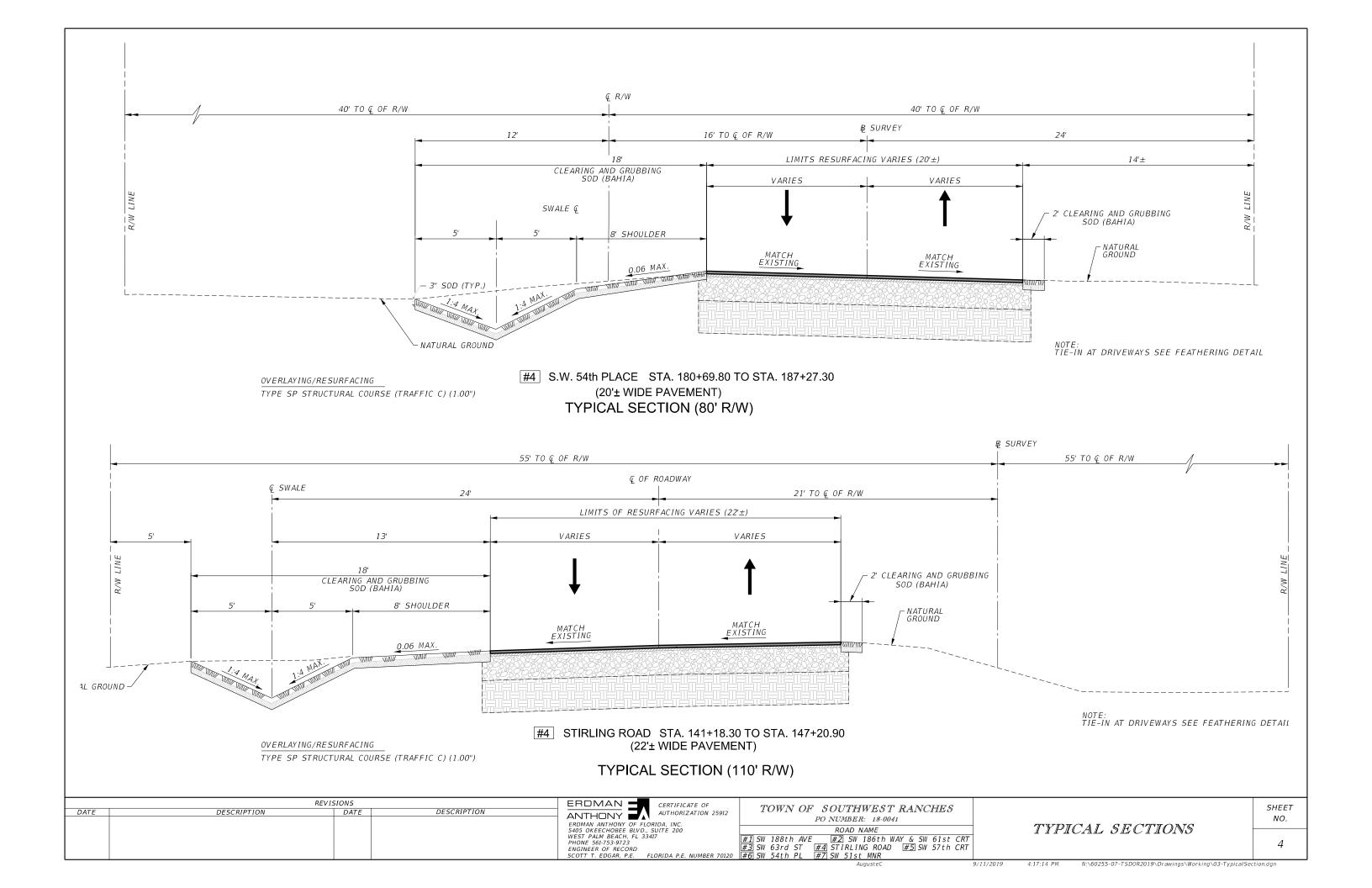
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1/2019 4

1.2 PM

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GENERAL NOTES

- 1. GRADES SHOWN ARE FINISHED GRADES UNLESS OTHERWISE NOTED.
- 2. STATION AND OFFSETS REFER TO BASELINE OF SURVEY, UNLESS OTHERWISE SHOWN. SW 188th AVE. BASELINE STATIONING 4+67.82 SHOWN ON ROADWAY PLANS IS EQUAL TO BASELINE STATION 0+00 ON TOPOGRAPHIC SURVEY.
- 3. ALL RETURN RADII DIMENSIONS, STATIONS, OFFSETS AND ELEVATIONS REFER TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
- 4. HORIZONTAL AND VERTICAL SURVEY DATA IS BASED ON TOPOGRAPHIC SURVEY TITLED SW 188TH AVENUE PROJECT, PREPARED BY CRAVEN THOMPSON & ASSOCIATES, INC. FOR THE TOWN OF SOUTHWEST RANCHES, P.O. #18-0006-001, LAST DATE OF FIELD WORK DATED MAY 10, 2018. HORIZONTAL DATA SHOWN HEREON IS BASED ON NORTH AMERICAN DATUM 1983 (NAD-83) 1990 ADJUSTMENT. BENCHMARK VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-88).
- 5. EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE LIMITS OF CONSTRUCTION SHALL REMAIN UNLESS OTHERWISE NOTED.
- 6. IF ANY DRAINAGE STRUCTURES (INCLUDING PIPES) ARE FOUND DURING CONSTRUCTION, THAT ARE NOT SHOWN ON PLANS, NOTIFY THE ENGINEER IMMEDIATELY.
- 7. EXISTING UTILITIES (EXCEPT VALVES AND MANHOLES IN PAVEMENT) ARE TO BE ADJUSTED OR RELOCATED BY OTHERS AS DIRECTED BY THE ENGINEER, UNLESS OTHERWISE NOTED. VALVE AND MANHOLE COVERS IN PAVED AREAS SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR.
- 8. EXISTING UTILITIES AND UTILITY ADJUSTMENTS:

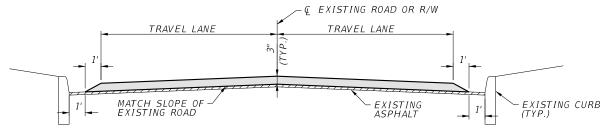
THE LOCATION OF EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES NOT DEPICTED ON THE PLANS EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNERS TO RESOLVE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS, AS REQUIRED. THERE IS A BURIED TELEPHONE 100 PAIR COPPER LOCATED WITHIN THE SWALE AREAS, UTILITY LOCATIONS AND VERIFICATIONS SHALL BE COMPLETED PRIOR TO REGRADING THE SWALES.

9. UTILITY LOCATIONS SHALL BE VERIFIED BY CALLING SUNSHINE 48 HOURS BEFORE DIGGING AT 1-800-432-4770.

UTILITY OWNERS CONTACT NAME CONTACT PHONE NO.

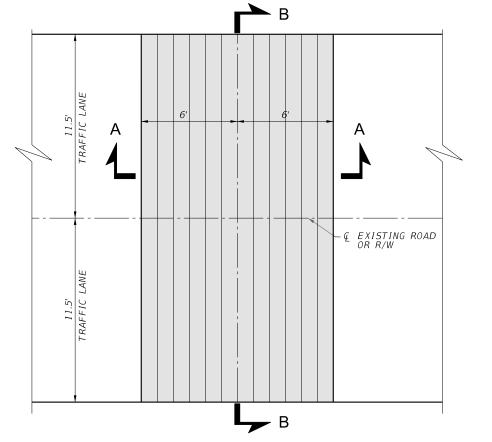
FPL (DISTRIBUTION) AT&T OF FLORIDA (DISTRIBUTION) COMCAST CABLE TECO PEOPLE GAS BROWARD COUNTY TRAFFIC ENGINEERING	NORHAN YOUSSEF OTIS KEEVE LEORNARD MAXWELL YVONNE GOLDMAN ROBERT BLOUNT	954-442-6346 954-723-2540 954-447-8405 954-453-0824 954-847-2745
CITY OF SUNRISE WATER UTILITIES	PAT KHOLER	954-572-2299
CITY OF SUNRISE GAS COOPER CITY UTILITIES	ROBERT DUBIN WILLIAM TANTO	954-572-2299 561-314-4445
CITY OF PEMBROKE PINES WATER AND SEWER	KARI KENNEDY	954-829-4507
CITY OF PEMBROKE PINES PUBLIC SERVICES	DENA MANNING	954-518-9095
FPL FIBERNET	DANNY HASKETT	305-552-2931
MCI	DEAN BOYERS	972-729-6322

- 10. WHEN UTILITY POLES ARE IN AREAS OF EXCAVATIONS, THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION OF FIVE (5') FEET BETWEEN THE POLE AND ANY EXCAVATION OR THE POLE WILL NEED TO BE SUPPORTED. THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
- 11. ALL EXISTING SIGNS WITHIN THE LIMITS OF CONSTRUCTION ARE TO REMAIN UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL DISPOSE OF ALL SIGNS NOTED FOR REMOVAL.
- 12. THE CONTRACTOR SHALL NOTIFY THE ADJACENT PROPERTY OWNERS 30 DAYS PRIOR TO REMOVAL OF LANDSCAPING AND IRRIGATION TO GIVE THE PROPERTY OWNER AN OPPORTUNITY TO REMOVE ANY EXISTING LANDSCAPE AND IRRIGATION MATERIALS. THE CONTRACTOR SHALL CUT AND CAP ANY REMAINING IRRIGATION LINES AT THE RIGHT OF WAY.
- 13. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH THE TOWN OF SOUTHWEST RANCHES.
- 14. NORMAL WORK HOURS SHALL BE MONDAY THRU FRIDAY FROM 7:00 AM to 7:00 PM EXCLUDING HOLIDAYS. ANY WORK OUTSIDE OF THESE HOURS REQUIRES WRITTEN PERMISSION FROM THE TOWN OF SOUTHWEST RANCHES OR HIS DESIGNEE.



ELEVATION VIEW B-B NEW PAVEMENT, TYPE SP-9.5 ASPHALT REMOVE EXISTING SPEED HUMP DOWN TO TO NORMAL GRADE OF ROAD O'' EXISTING ASPHALT 6' ASPHALT 6' TOP OF ROADWAY O'' EXISTING ASPHALT 6' TOP OF ROADWAY O'' SAWCUT AND REMOVE 2' OF PAVEMENT (TYPICAL BOTH SIDES)

ELEVATION VIEW A-A



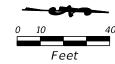
PLAN VIEW

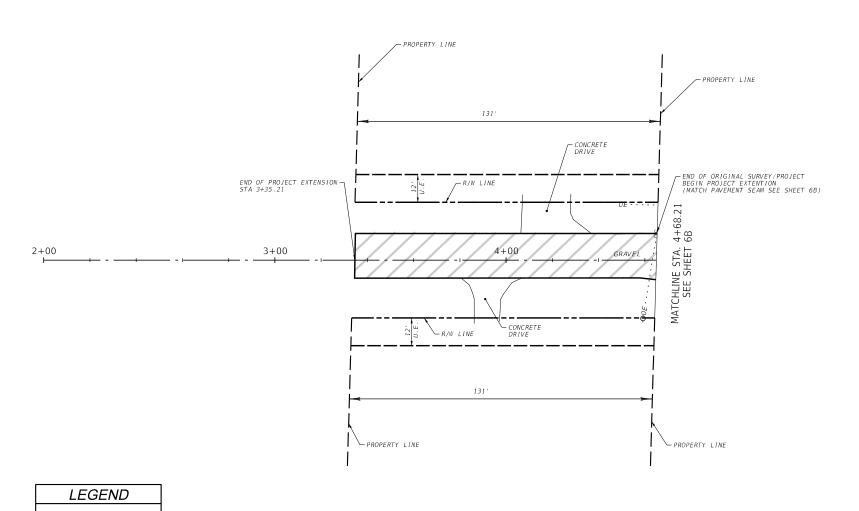
NOTE: SEE PAVEMENT AND MARKING PLAN FOR LOCATION OF SPEED HUMPS, STRIPING AND SIGN DELINEATION.

SPEED HUMP DETAILS

NOT TO SCALE

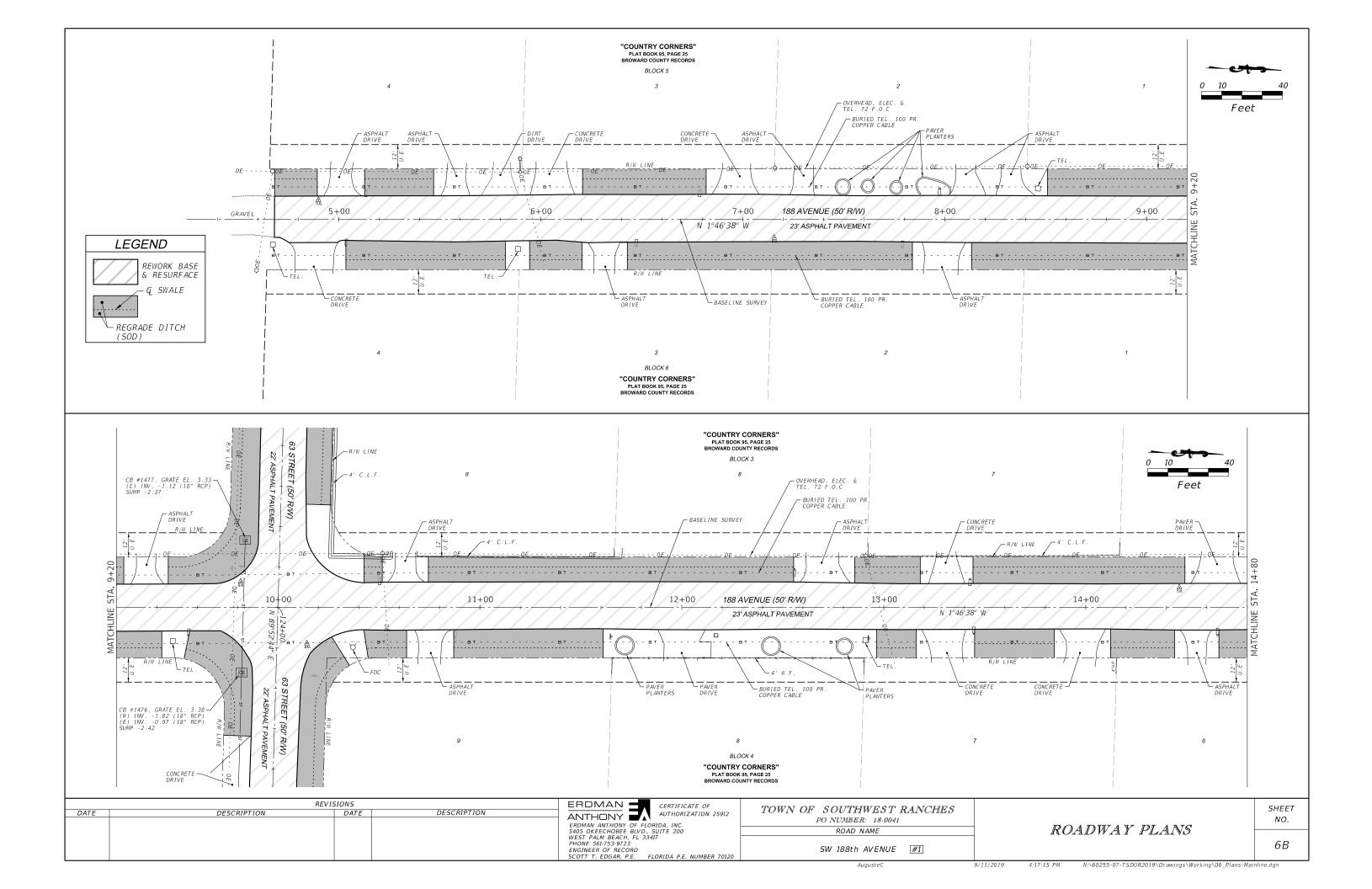
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DATE	DESCRIPTION	DATE	DESCRIPTION	ANTHONY AUTHORIZATION 25912	TOWN OF SOUTHWEST RANCHES PO NUMBER: 18-0041	GENERAL NOTES	NO.
				ERDMAN ANTHONY OF FLORIDA, INC. 5405 OKEECHOBEE BLVD., SUITE 200 WEST PALM BEACH, FL 33417 PHONE 561-753-9723	ROAD NAME	AND DETAILS	E
				ENGINEER OF RECORD SCOTT T. EDGAR, P.E. FLORIDA P.E. NUMBER 70120			5

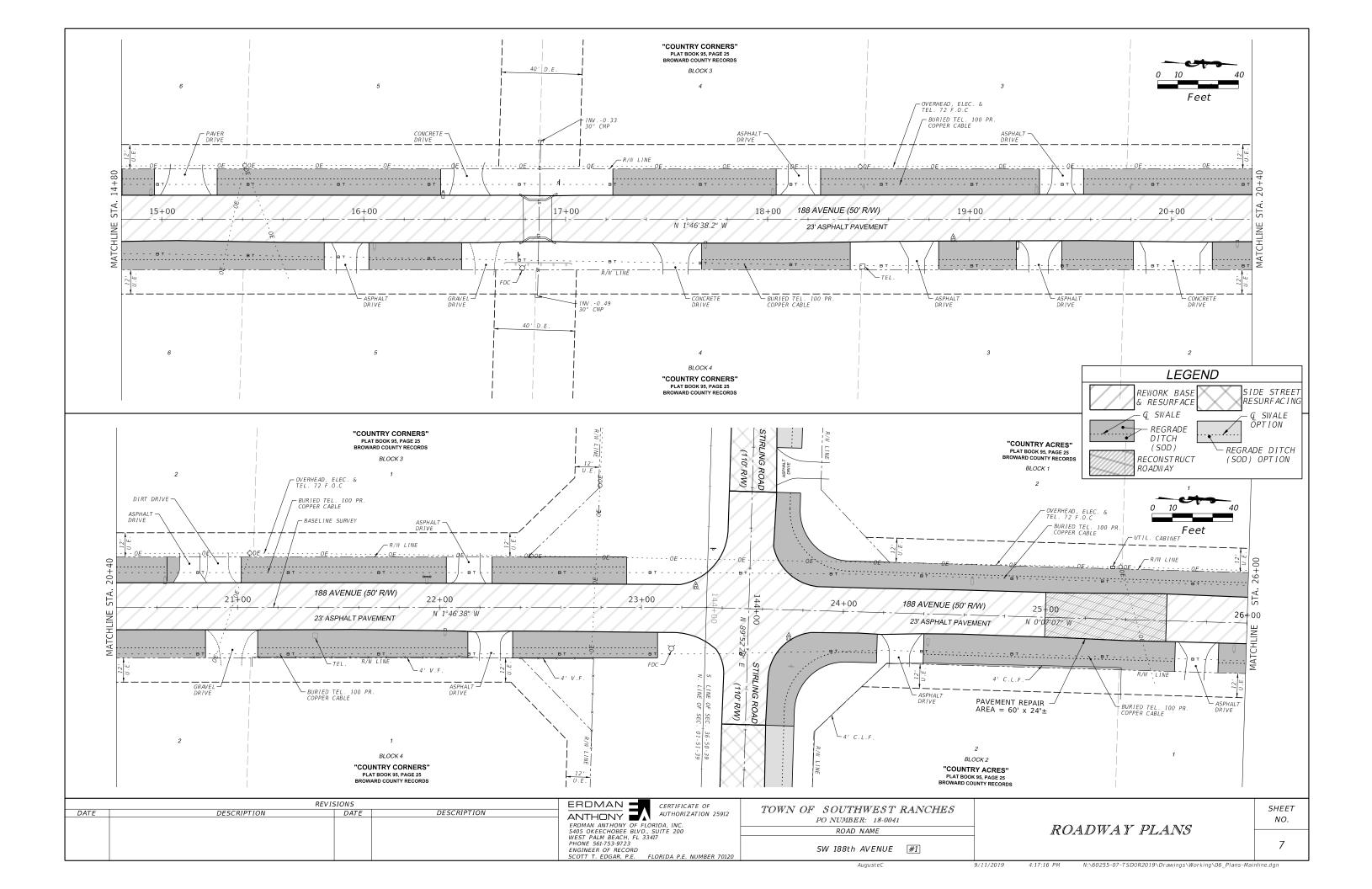


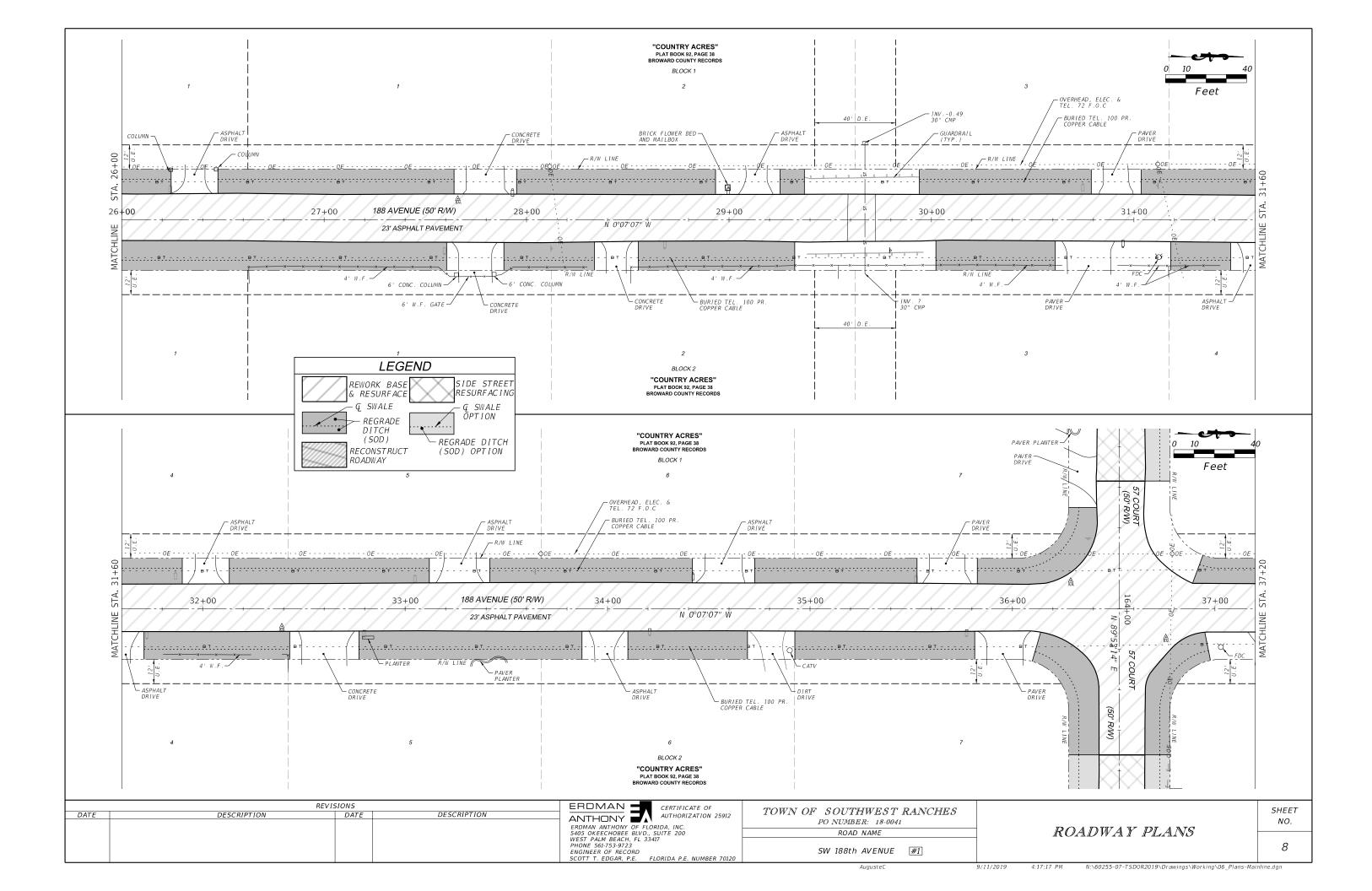


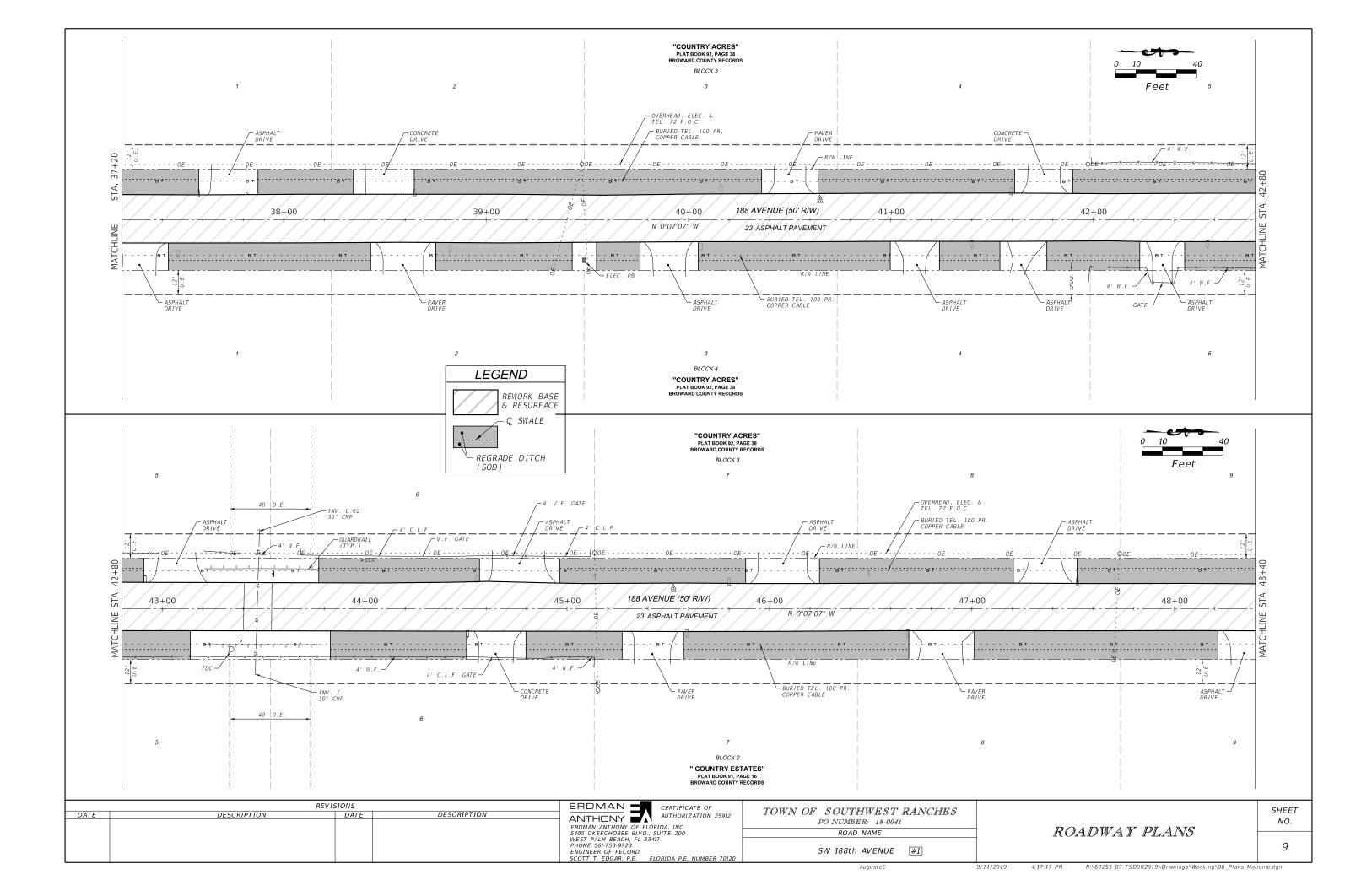
	REVISION	S	ERDMAN - CERTIFICATE OF		SHEET
DATE	DESCRIPTION D	ATE DES	CRIPTION ANTHONY AUTHORIZATION 25912 ERDMAN ANTHONY OF FLORIDA, INC.	TOWN OF SOUTHWEST RANCHES PO NUMBER: 18-0041	NO.
			5405 OKEECHOBEE BLVD., SUITE 200 WEST PALM BEACH, FL 33417	ROAD NAME	PROJECT EXTENSION DETAILS
			PHONE 561-753-9723 ENGINEER OF RECORD SCOTT T. EDGAR, P.E. FLORIDA P.E. NUMBER 70120	SW 188th AVENUE #1	6A

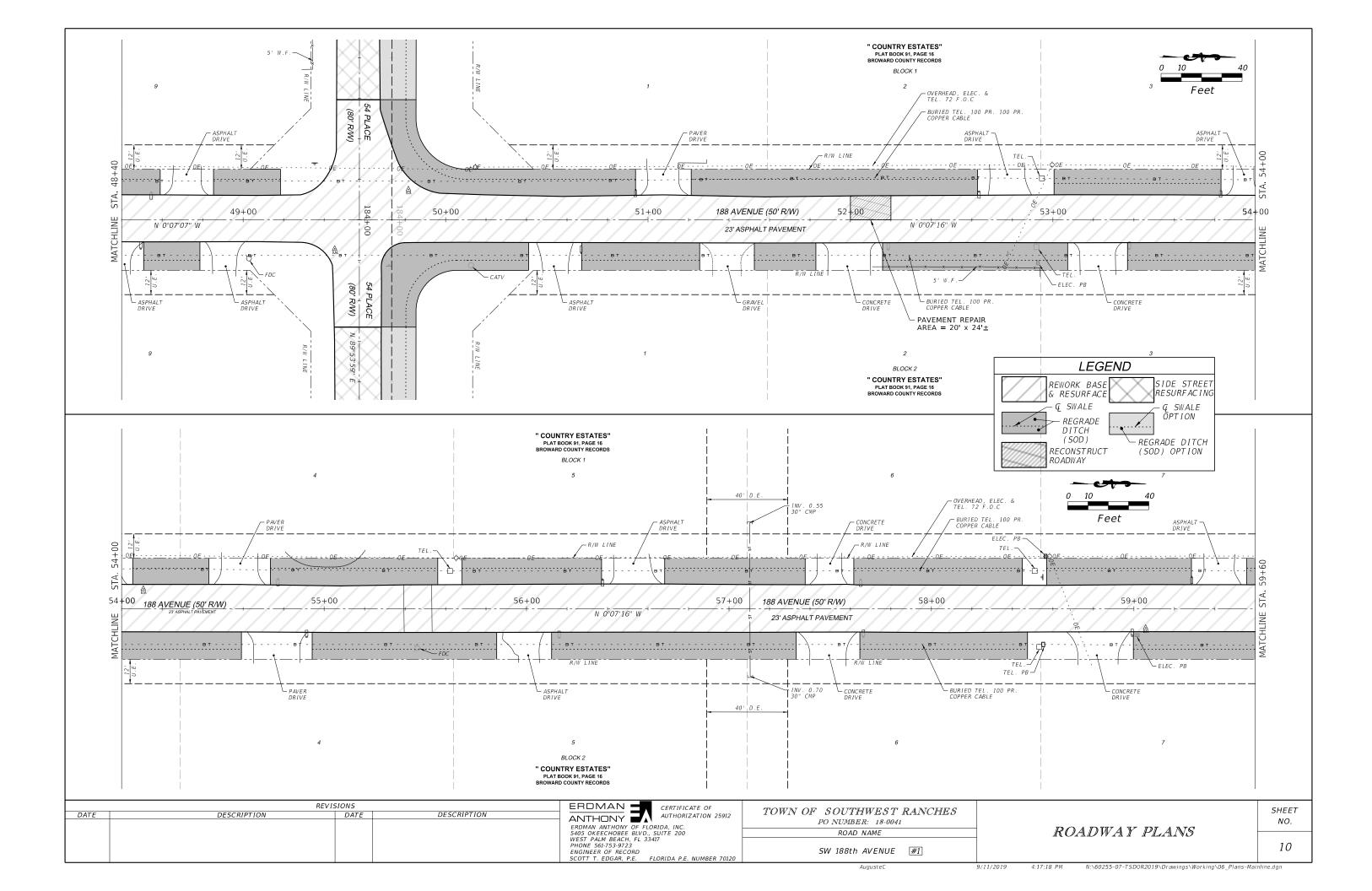
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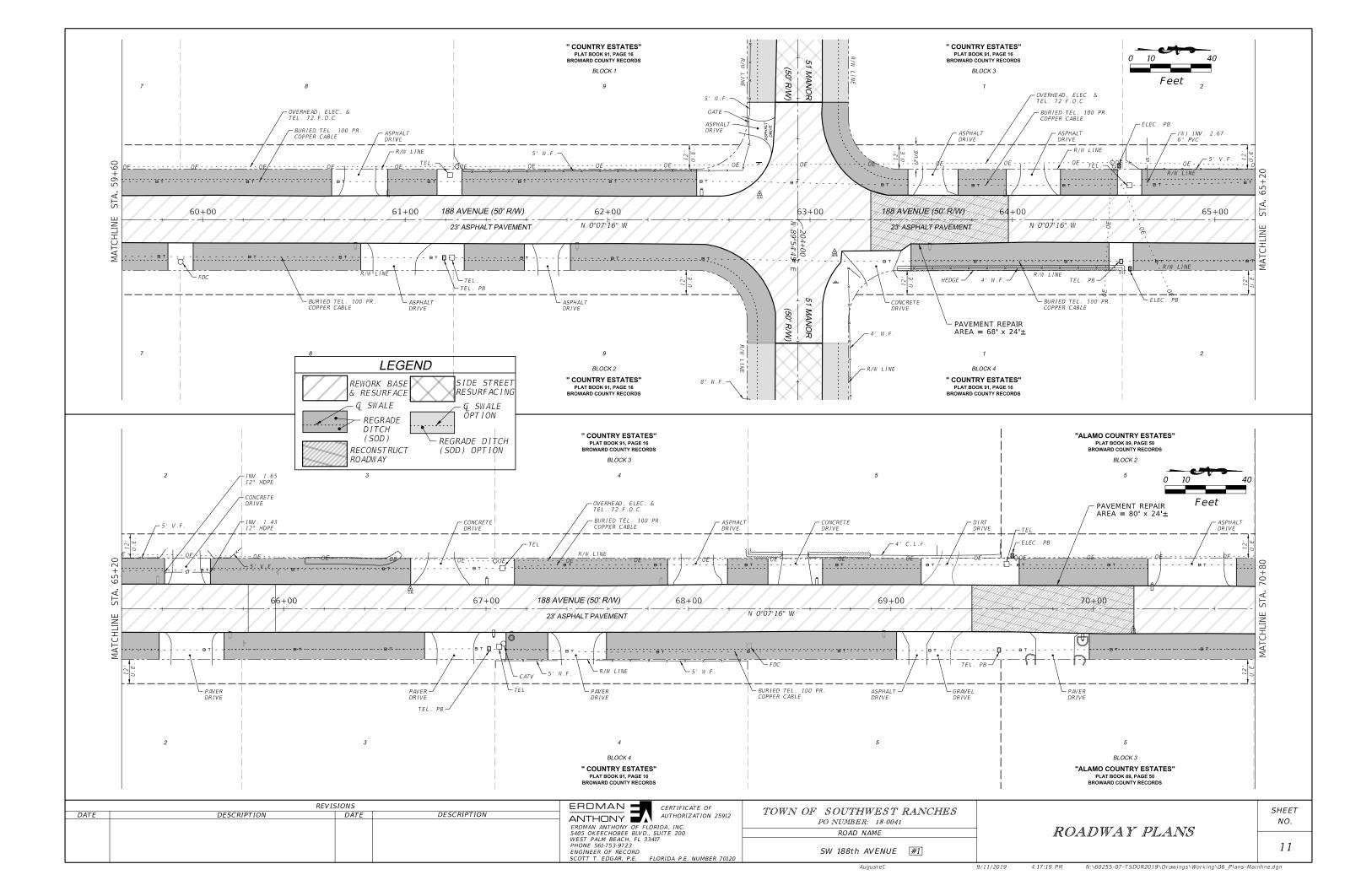


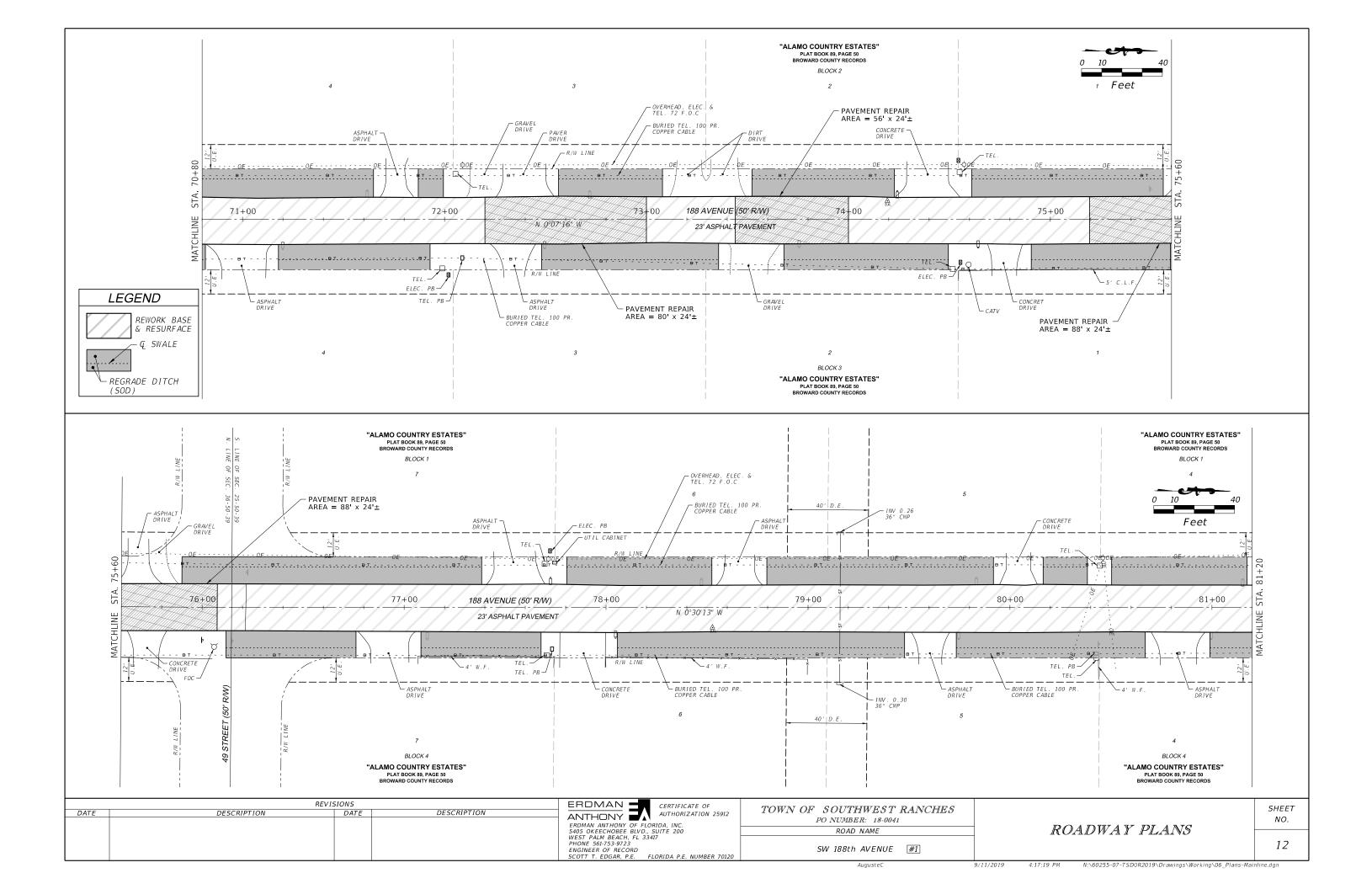


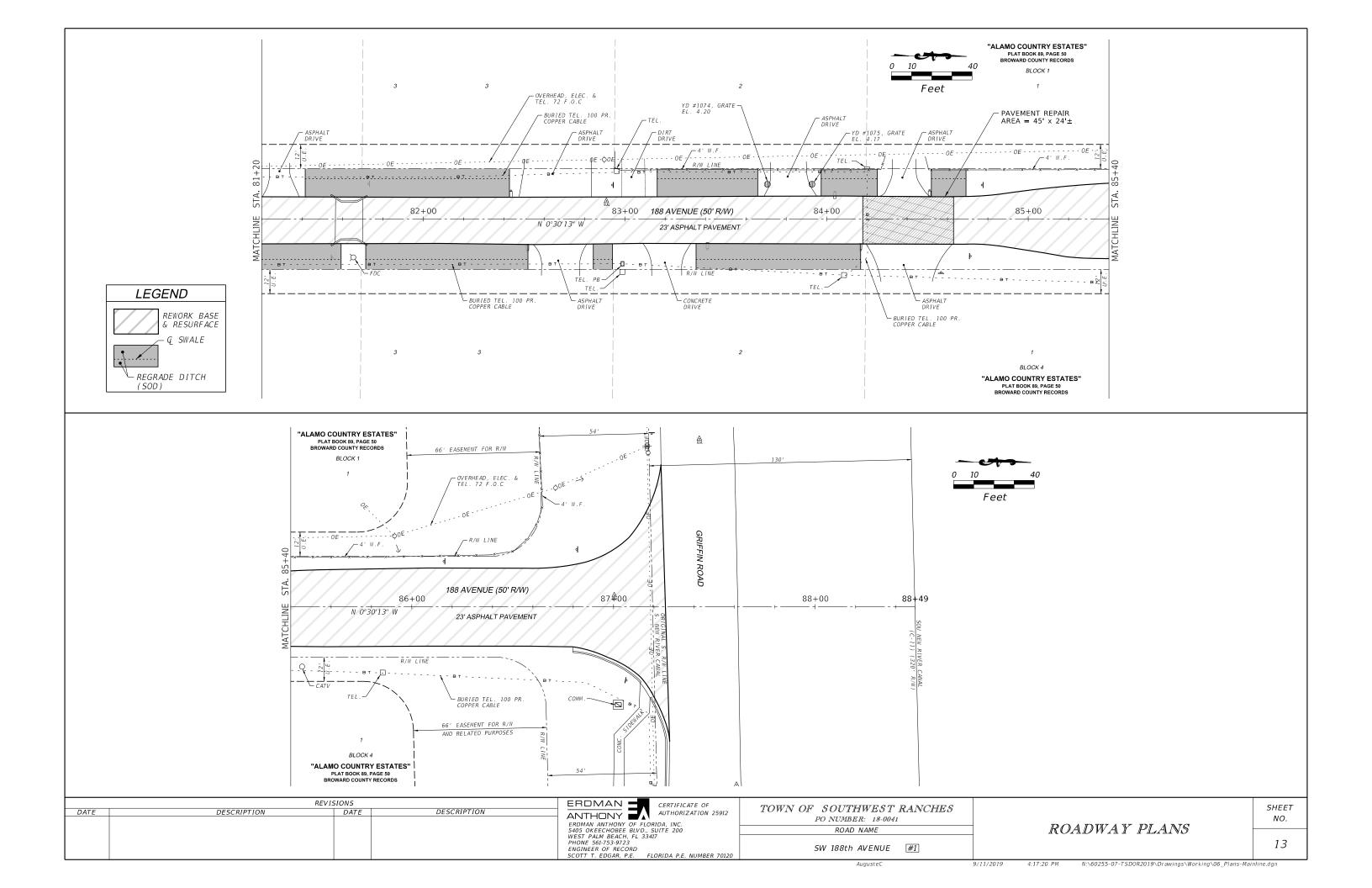


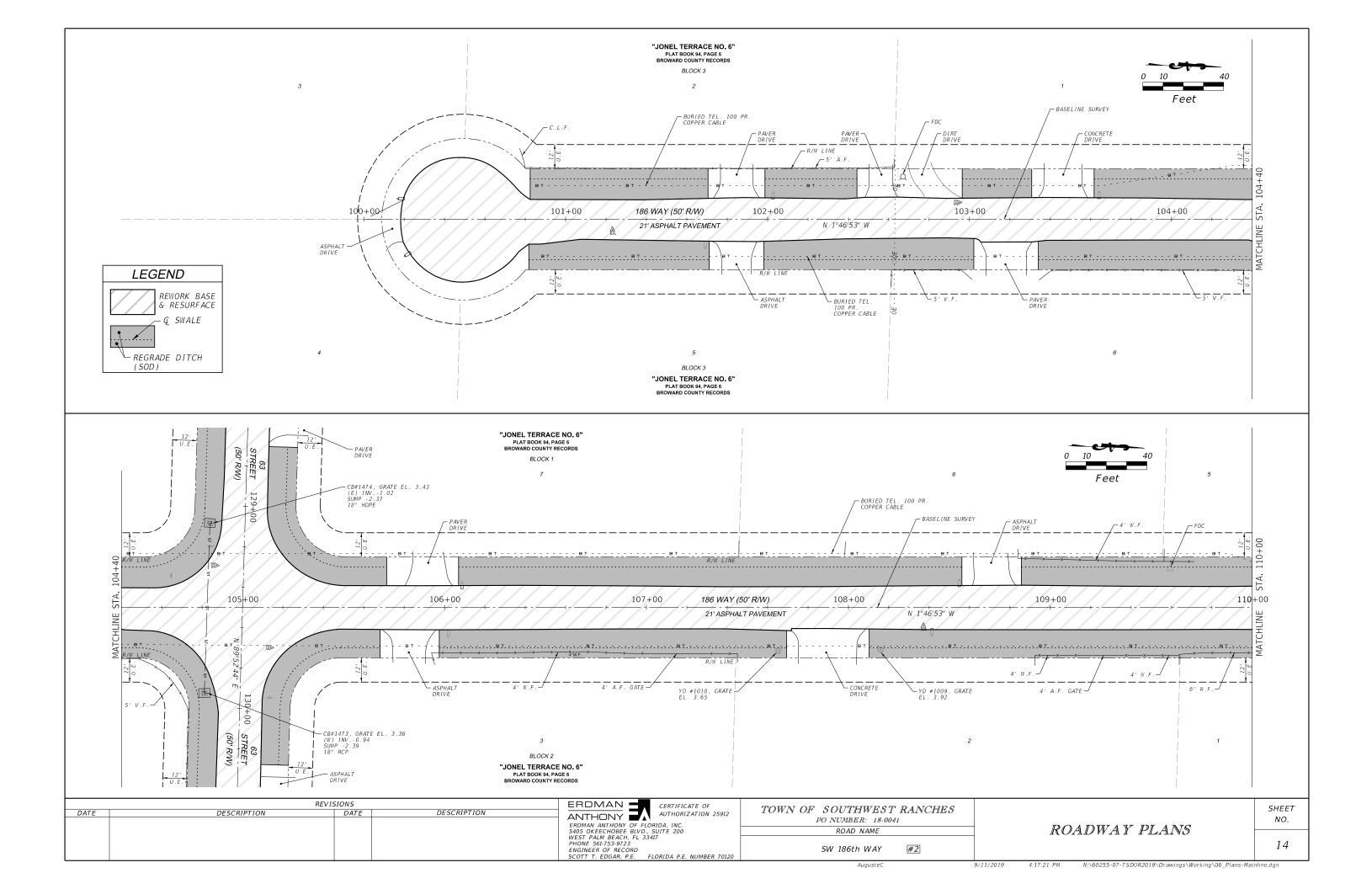


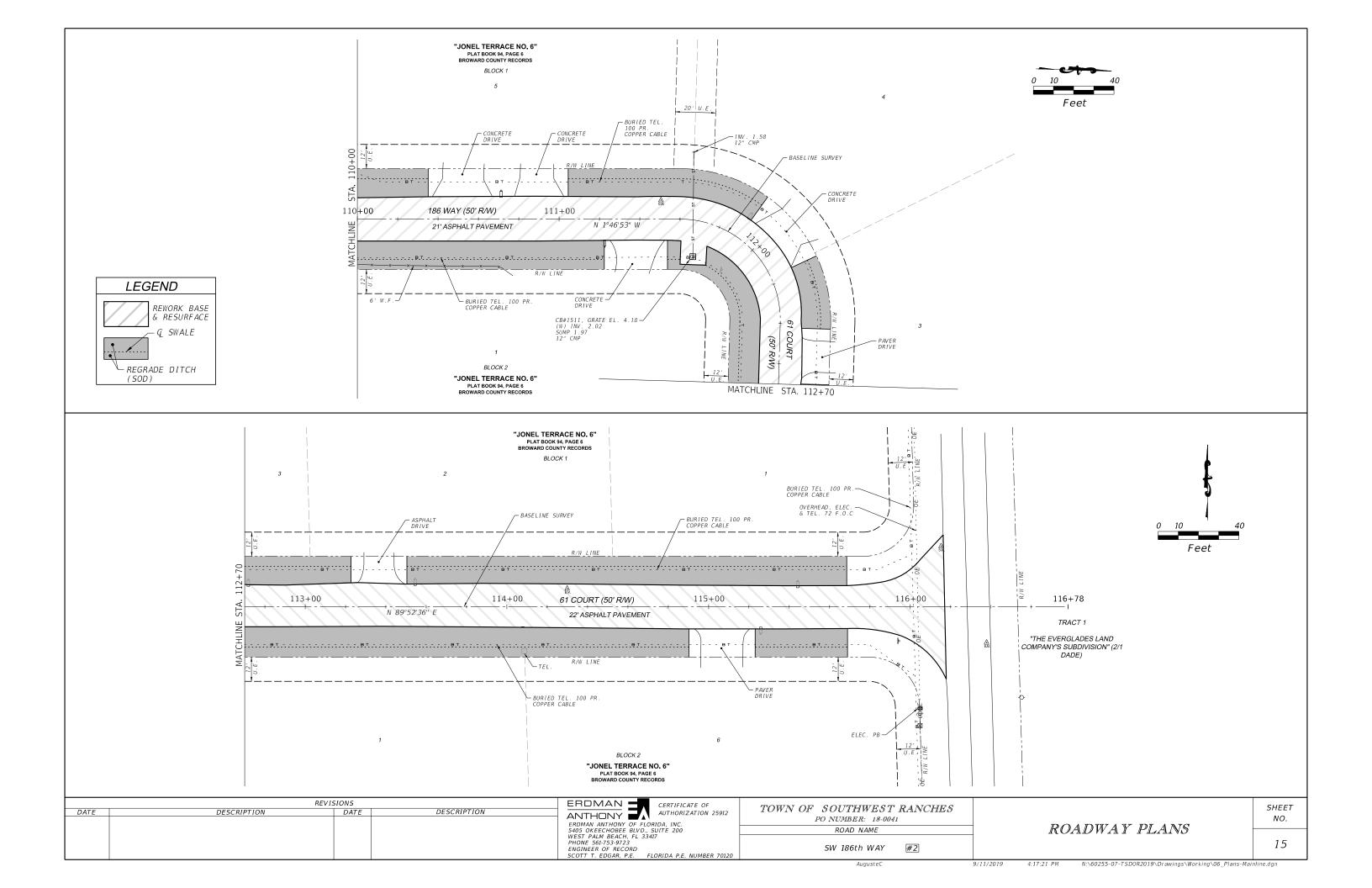


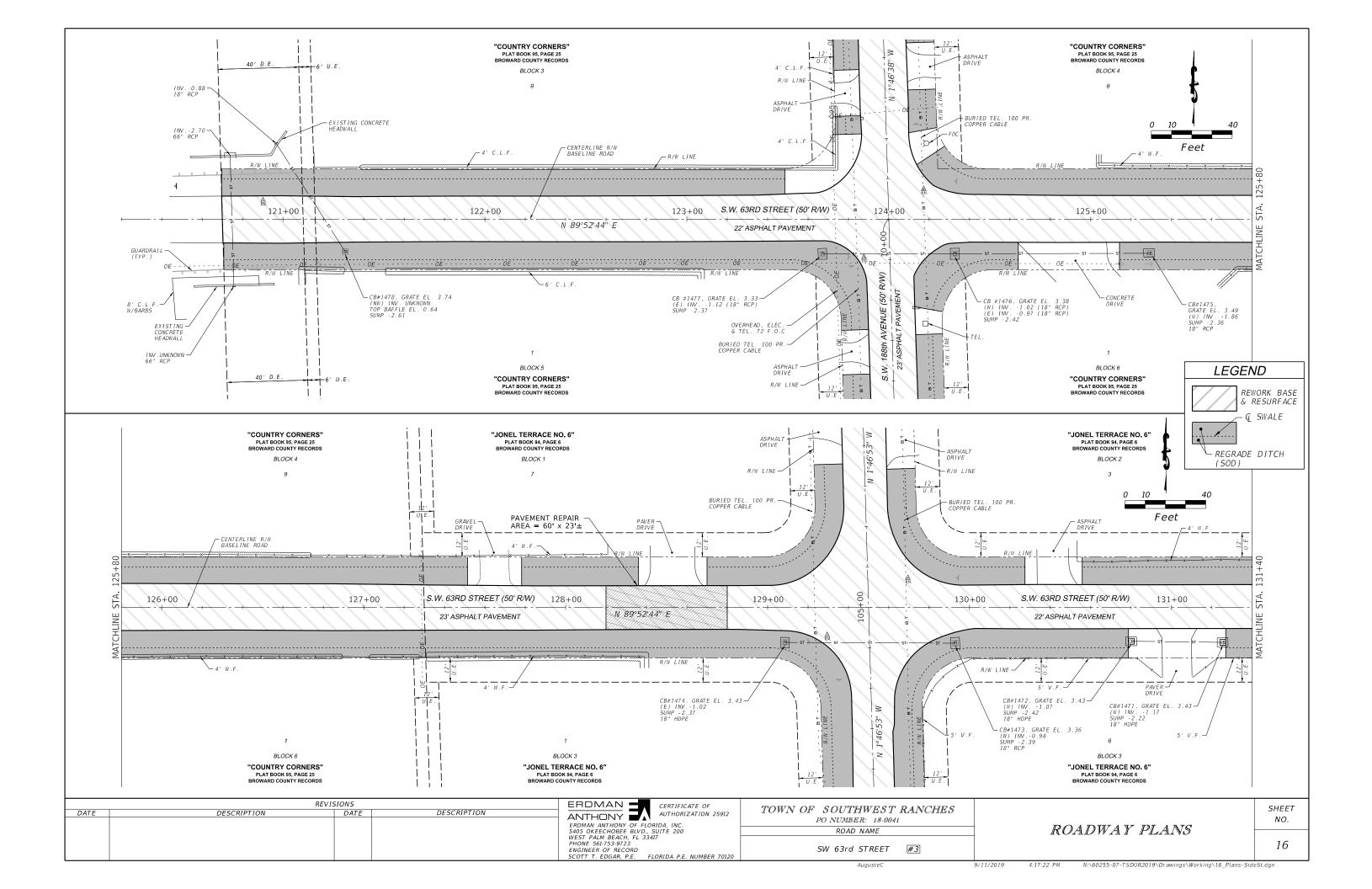


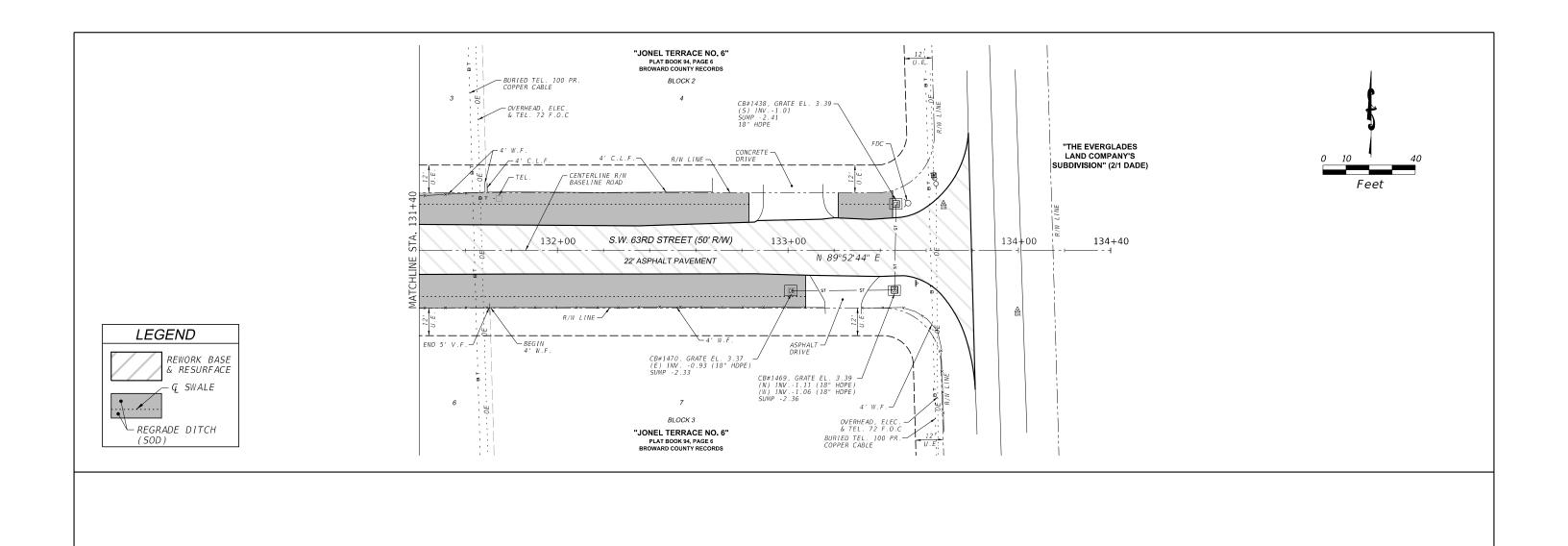




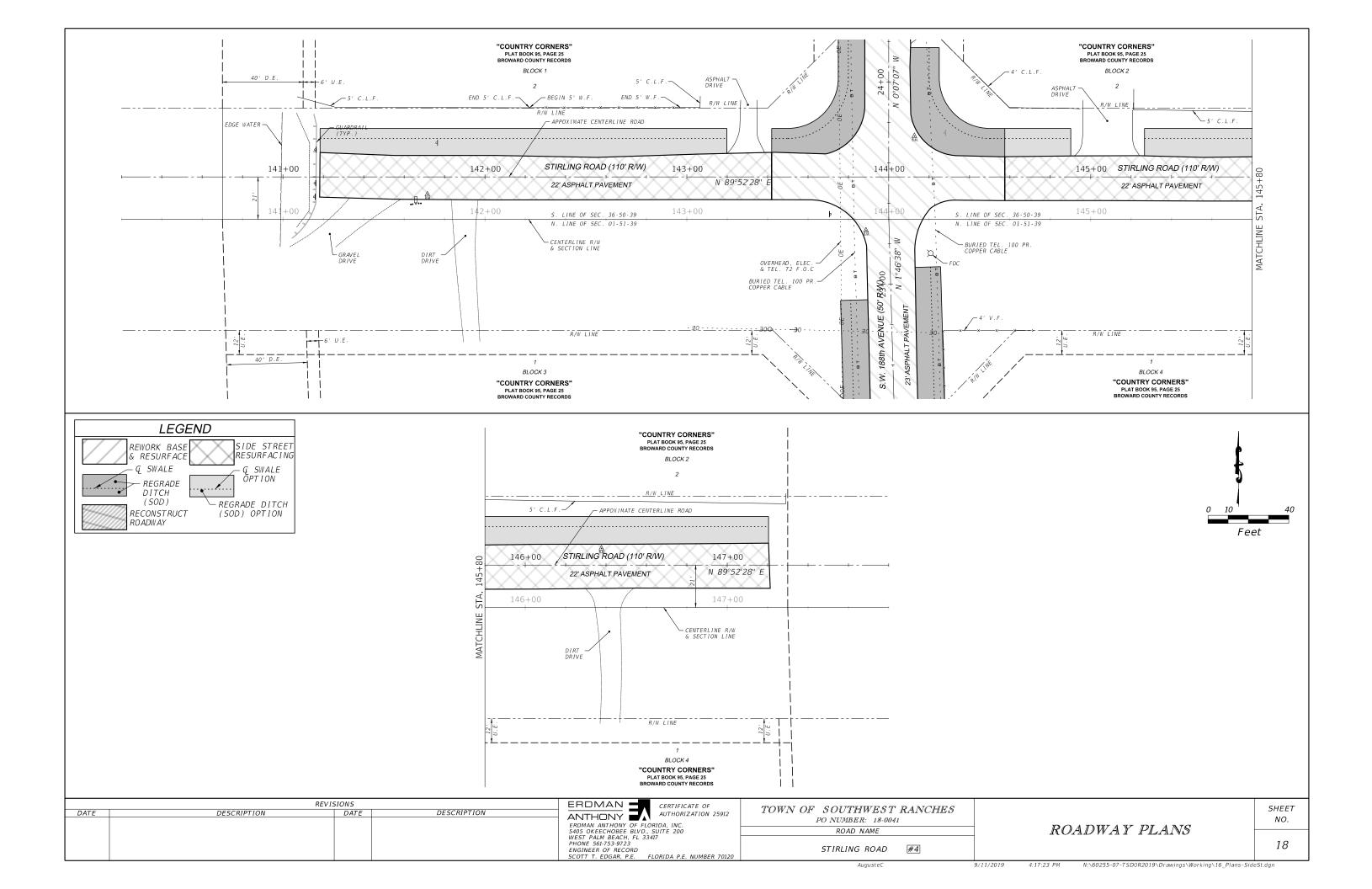


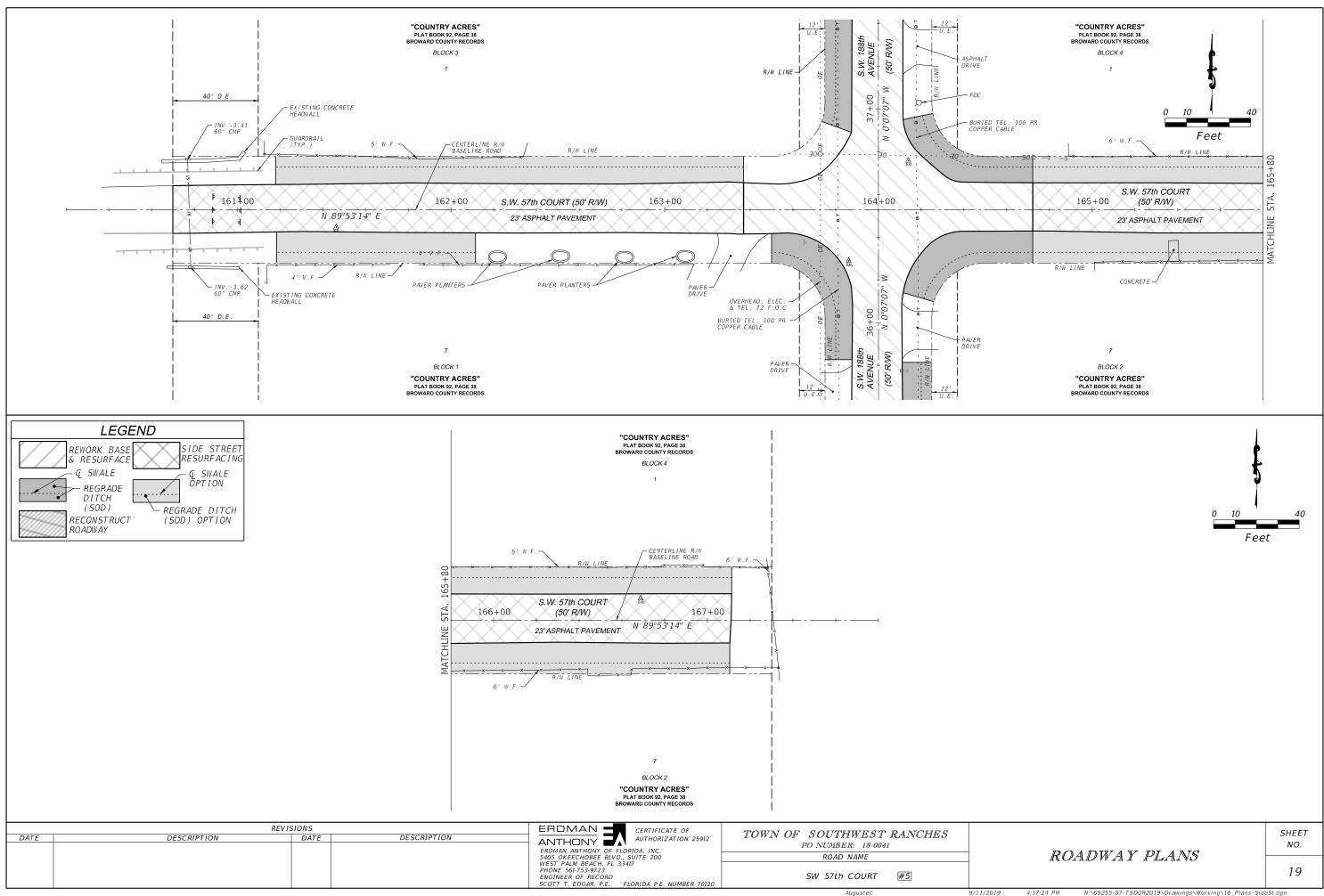


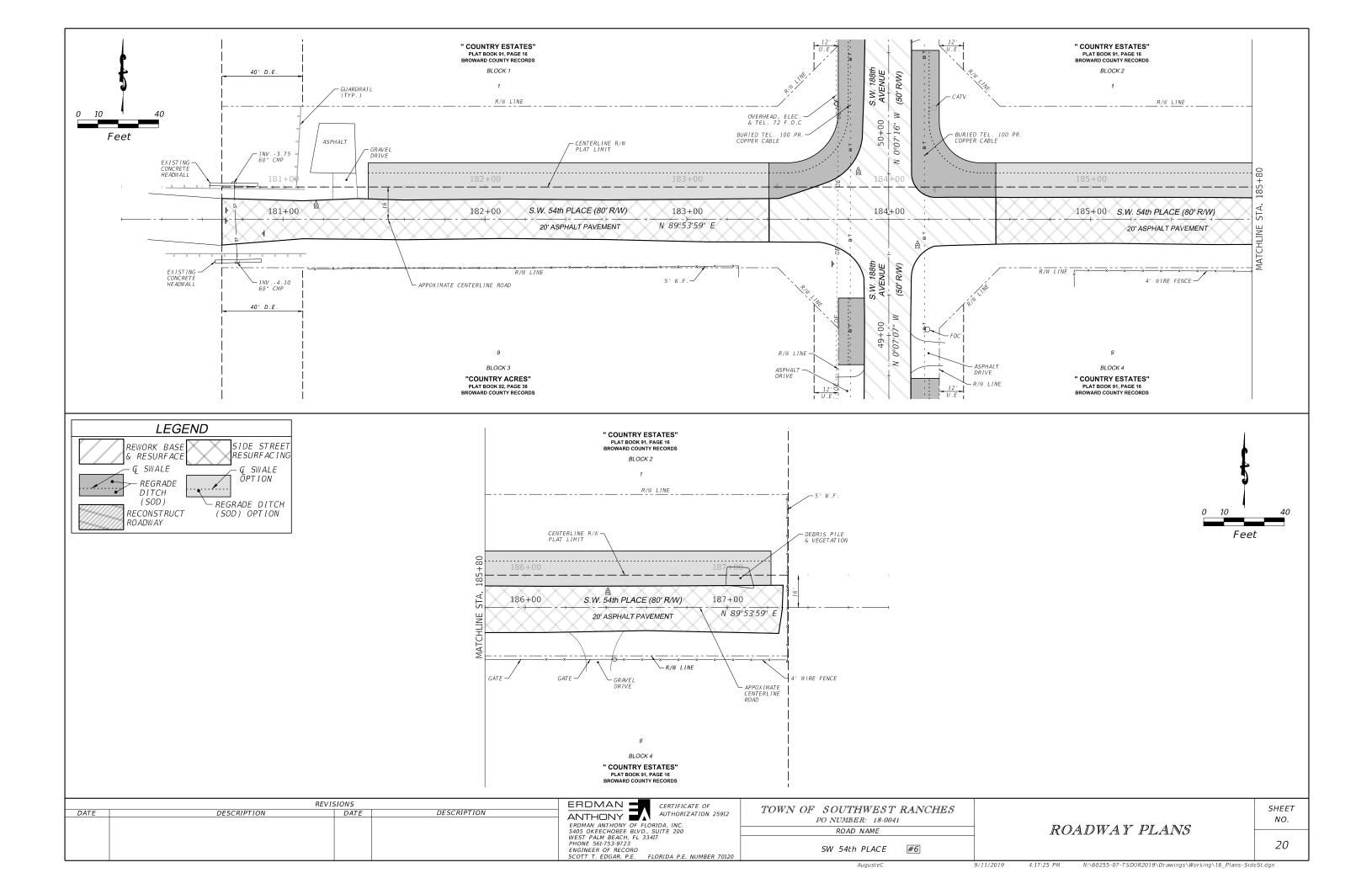


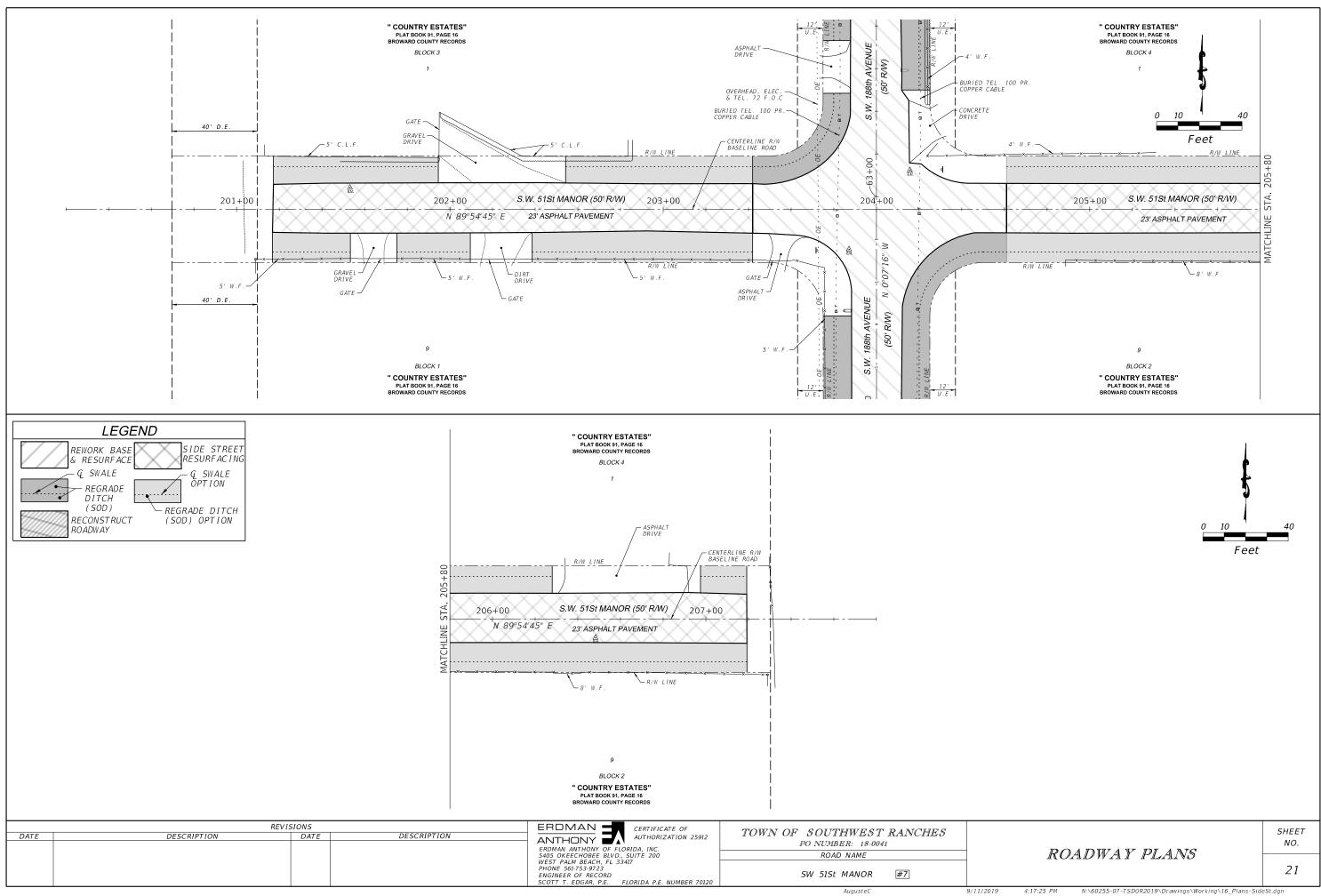


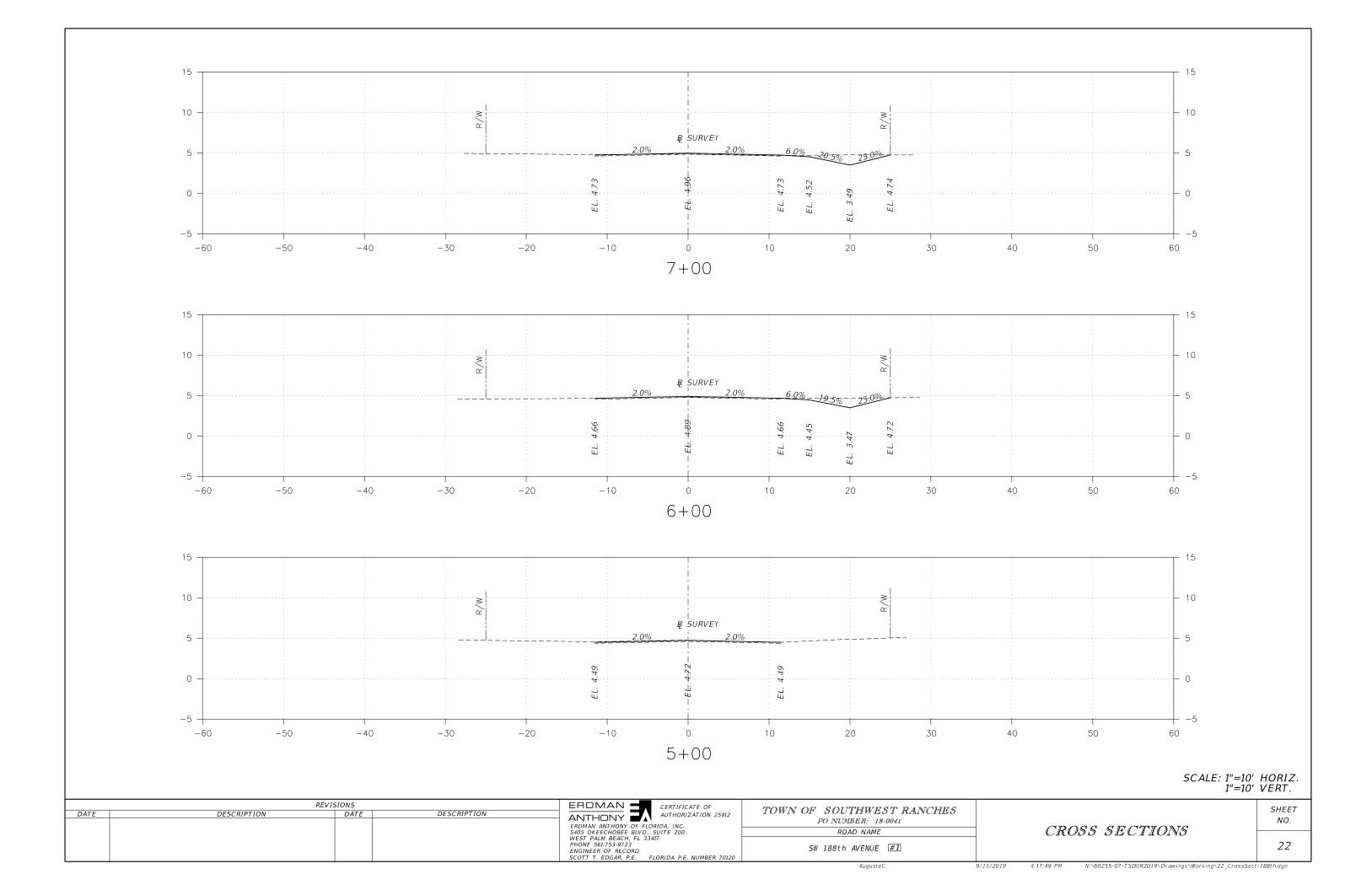
DATE DESCRIPTION	ISIONS DATE DESCRIPTION	ERDMAN ANTHONY ERDMAN ANTHONY OF FLORIDA, INC. 5405 OKEECHOBEE BLVD., SUITE 200 WEST PALM BEACH, FL 33417 PHONE 561-753-9723 ENGINEER OF RECORD SCOTT T. EDGAR, P.E. FLORIDA P.E. NUMBER 70120	TOWN OF SOUTHWEST RANCHES PO NUMBER: 18-0041 ROAD NAME SW 63rd STREET #3	ROADWAY PLANS	SHEET NO.

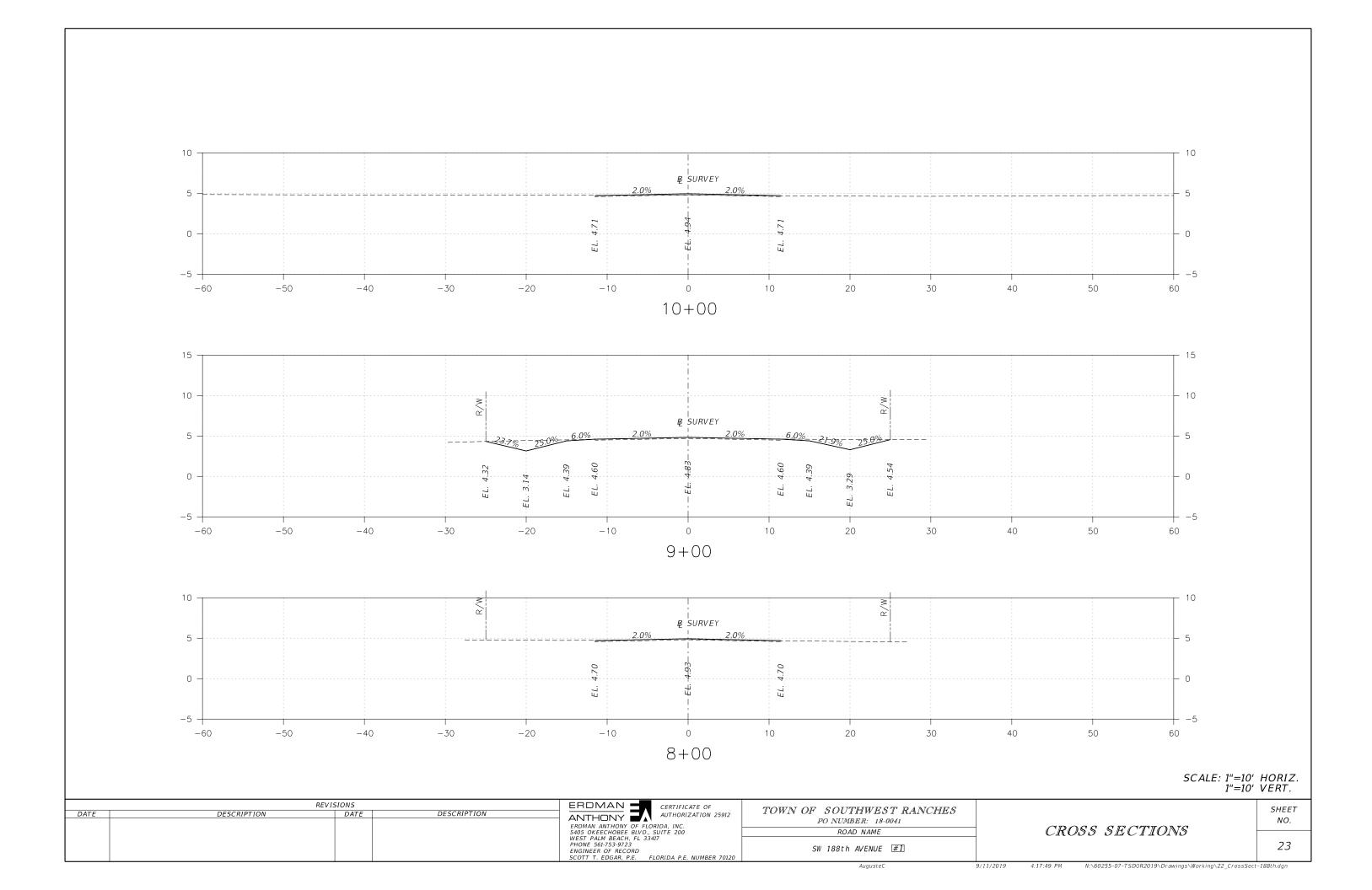


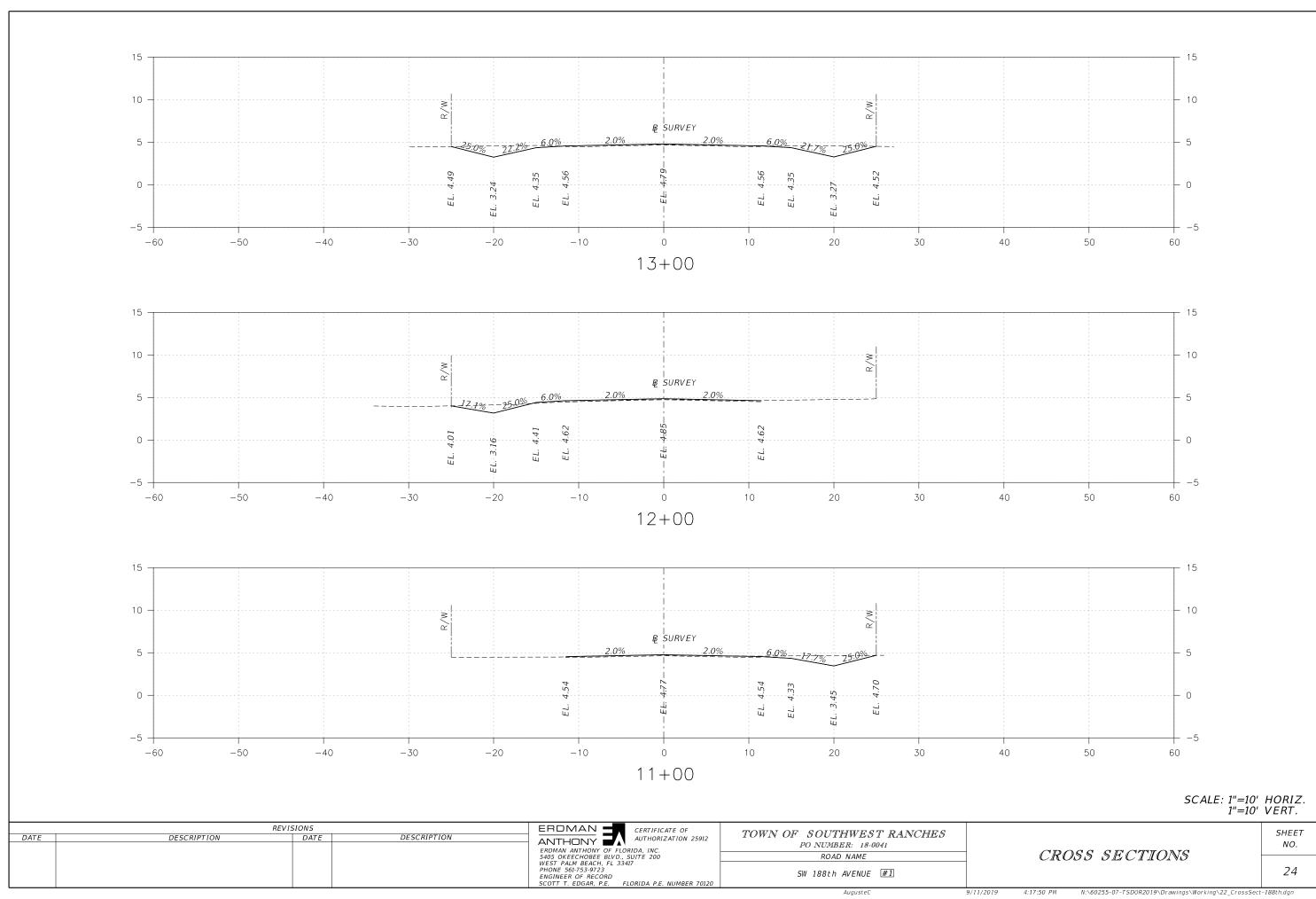


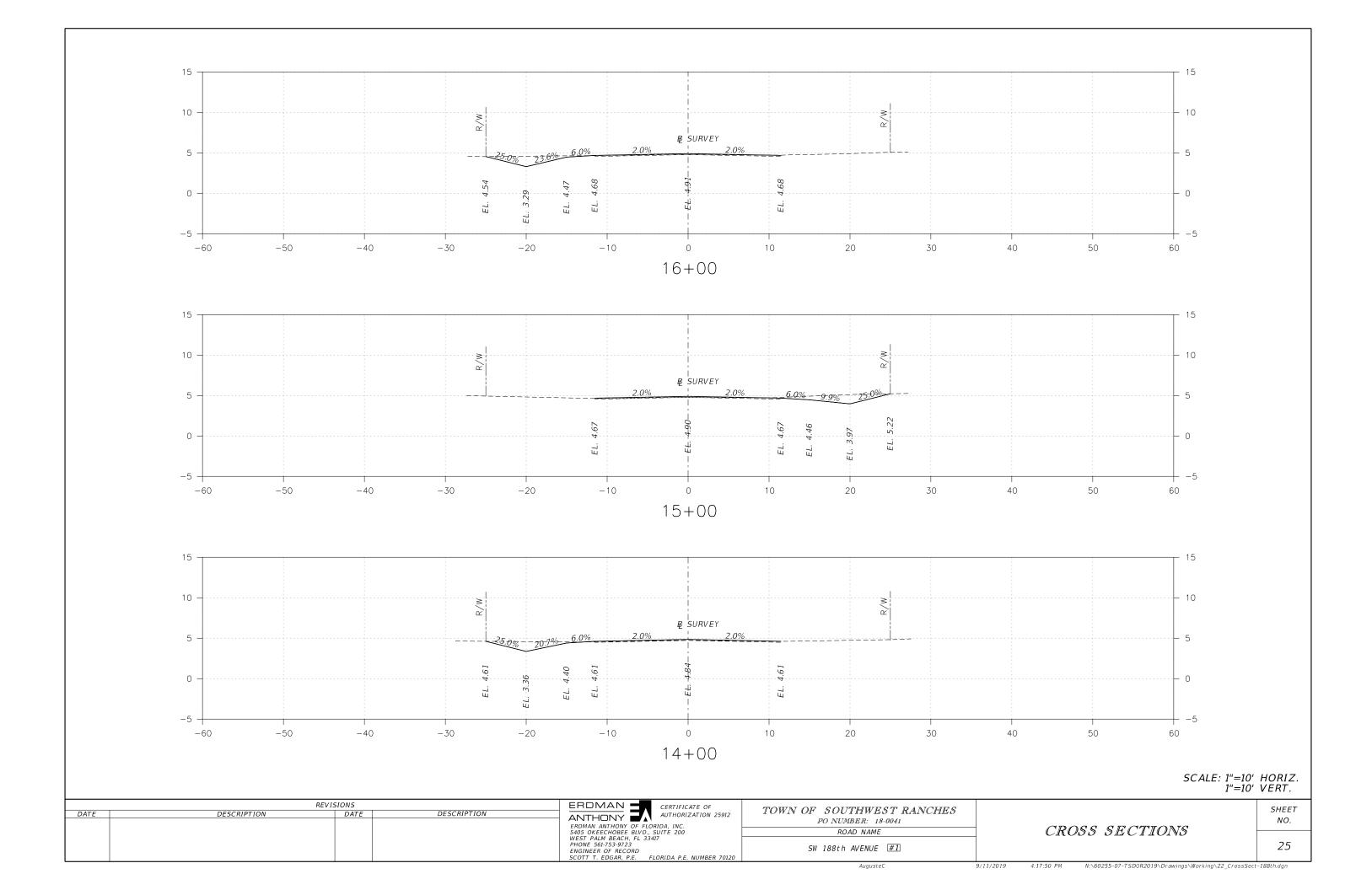


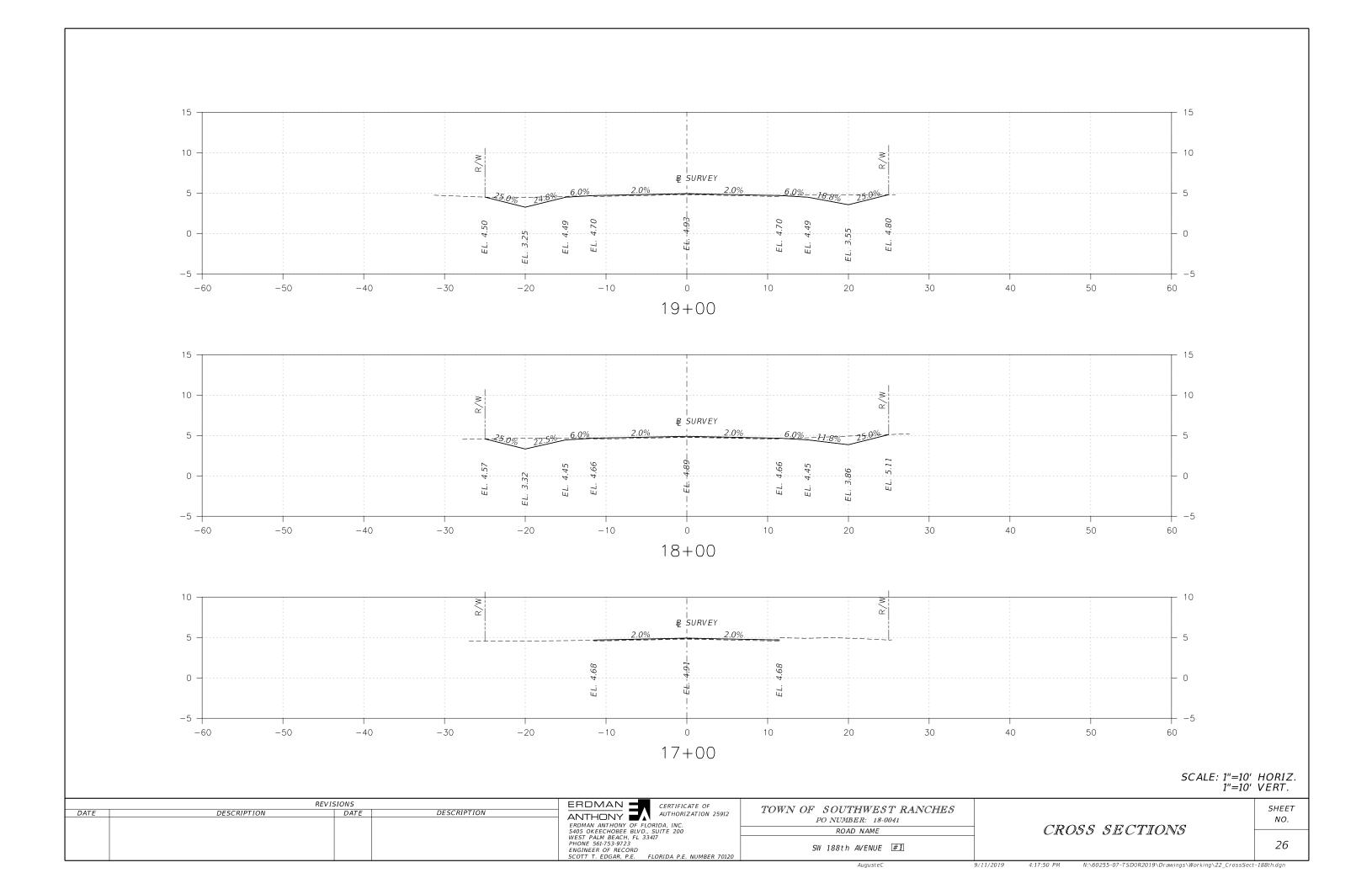


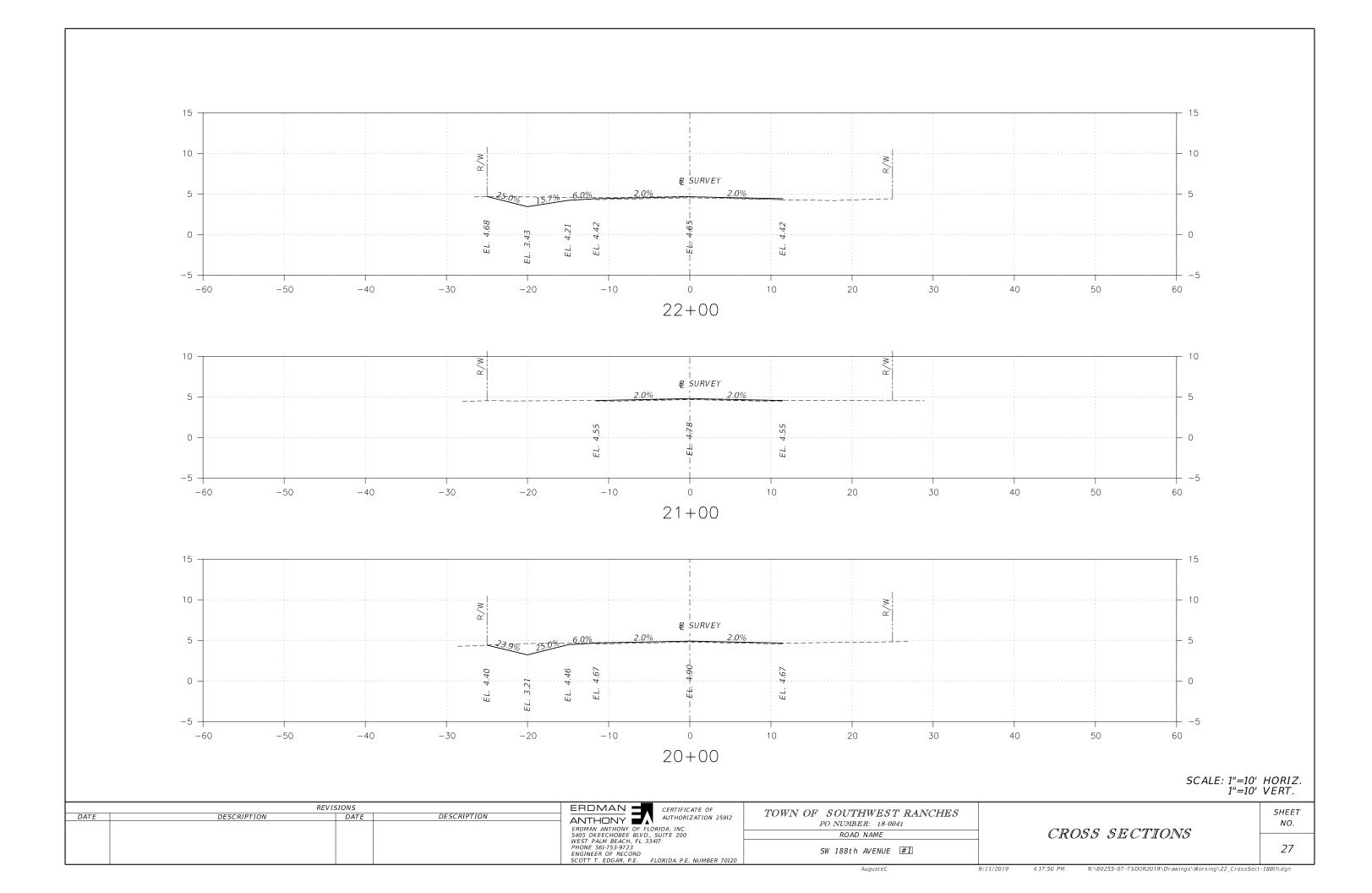


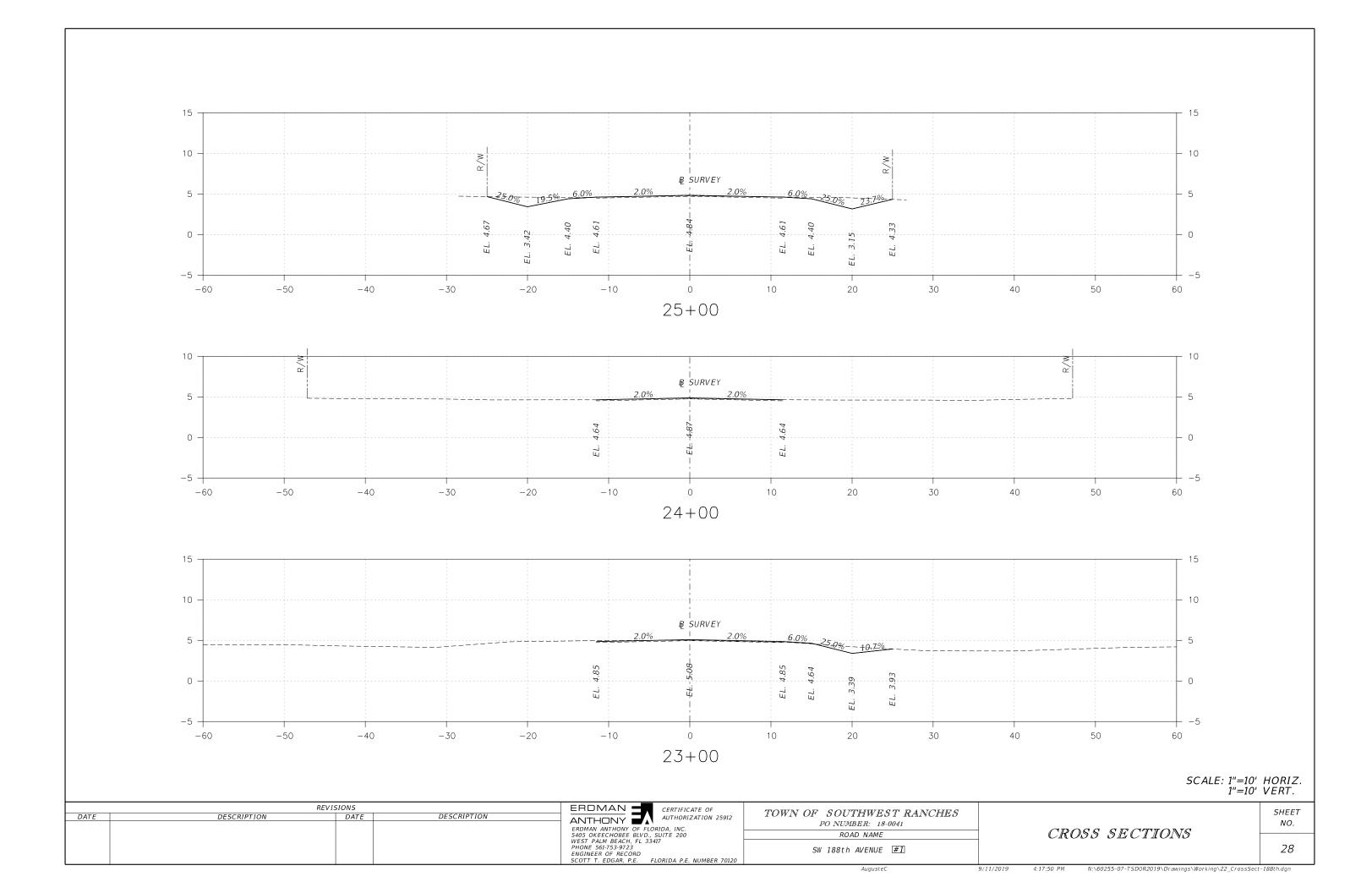


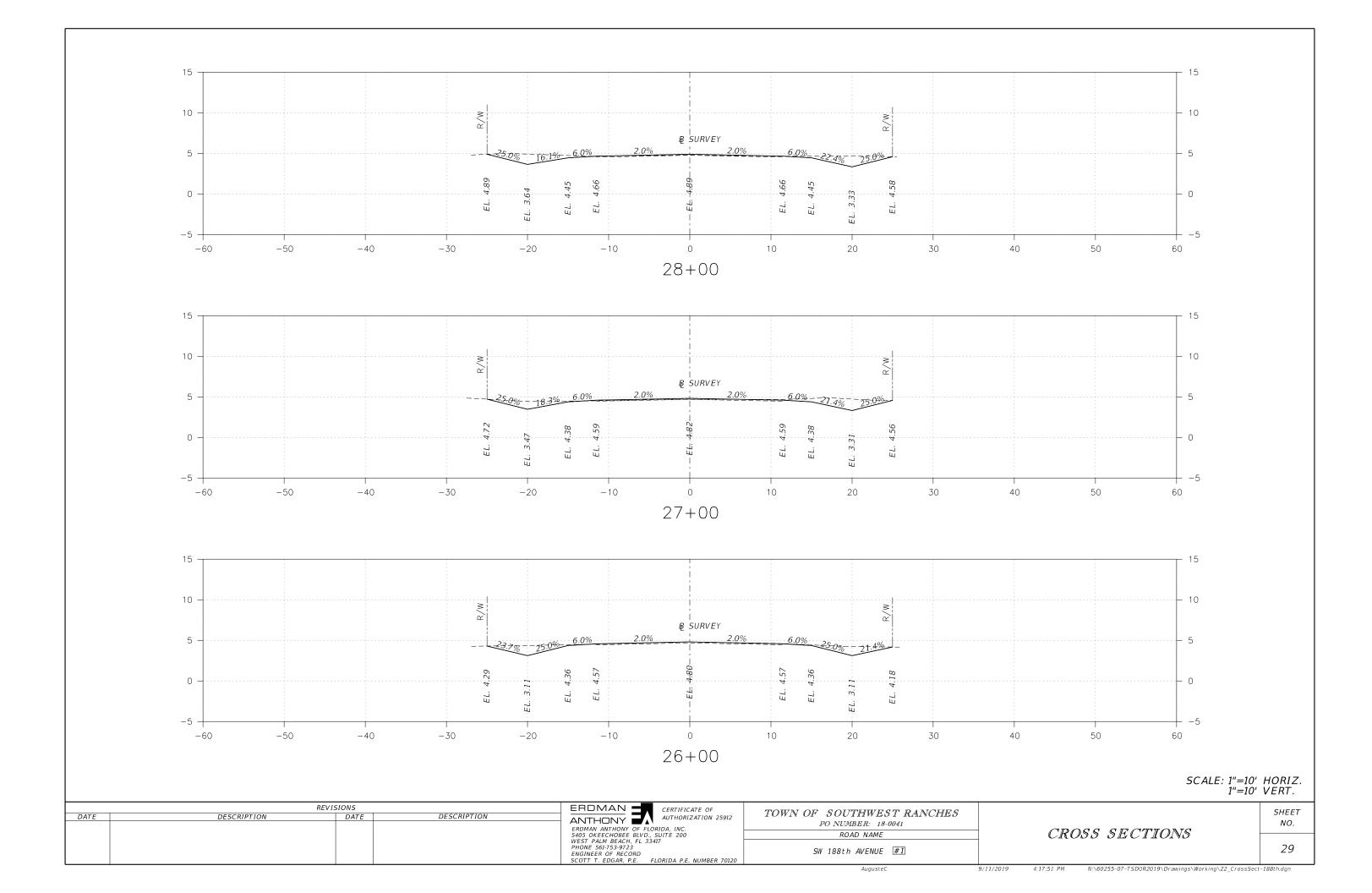


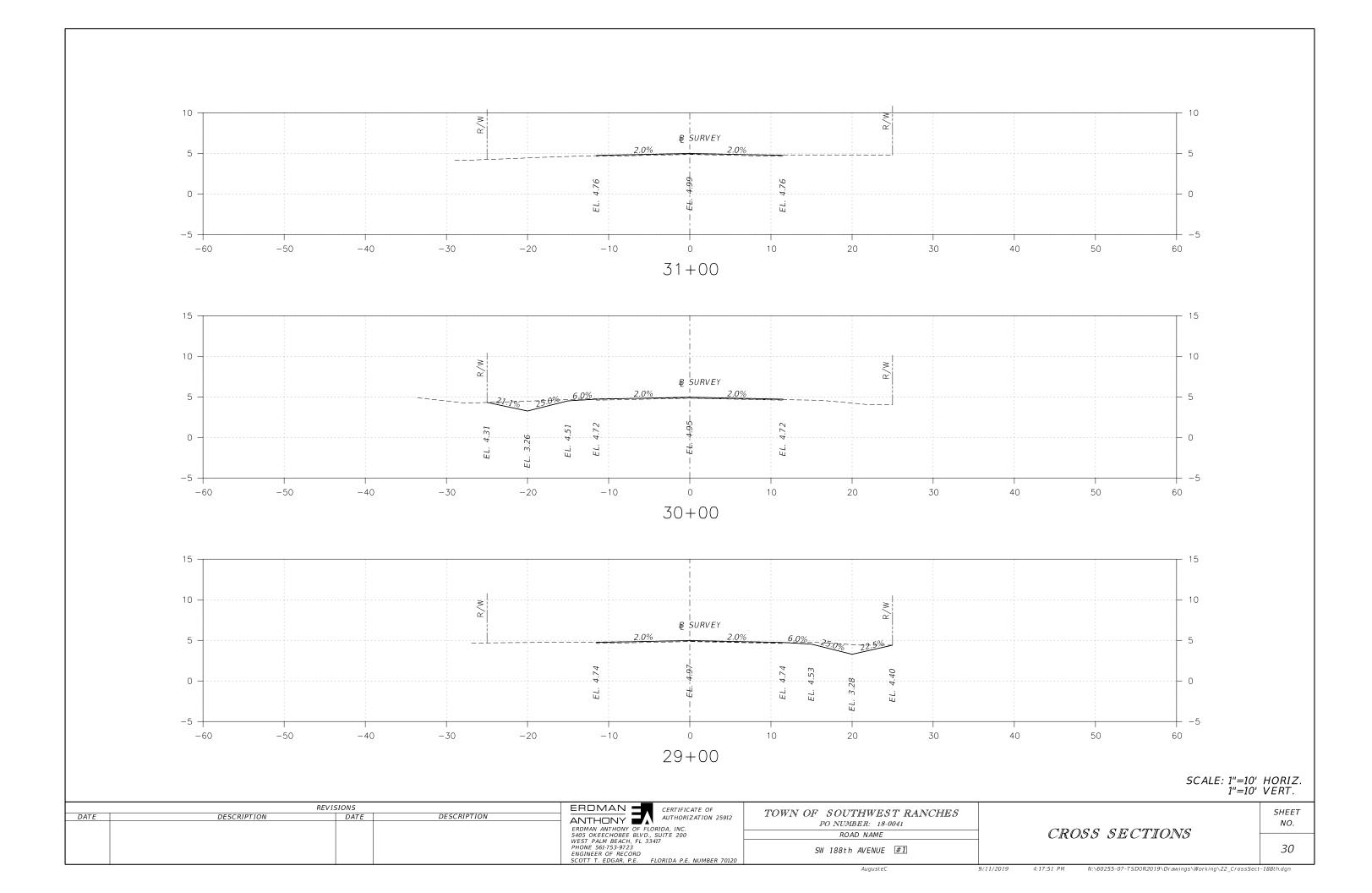


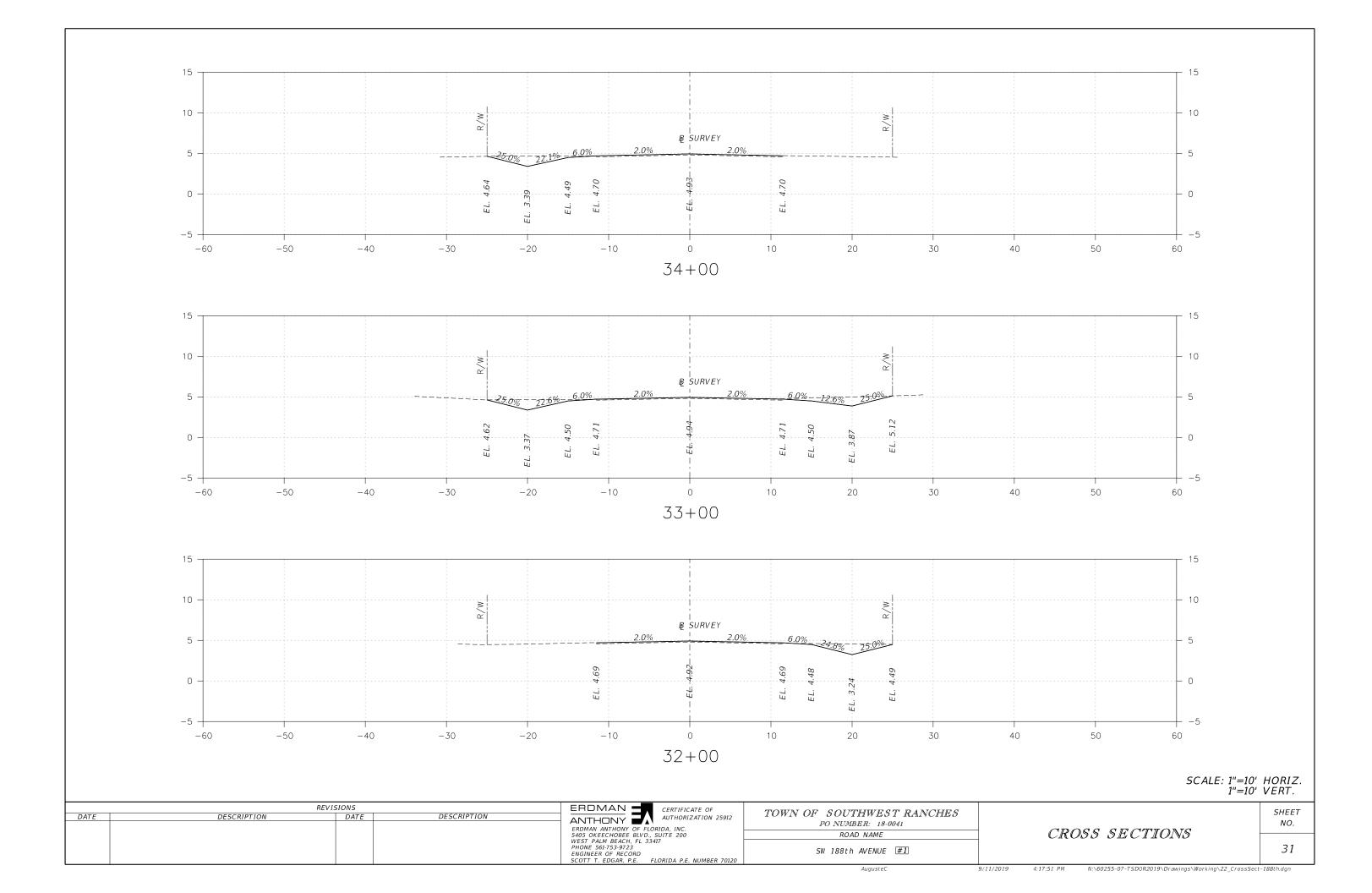


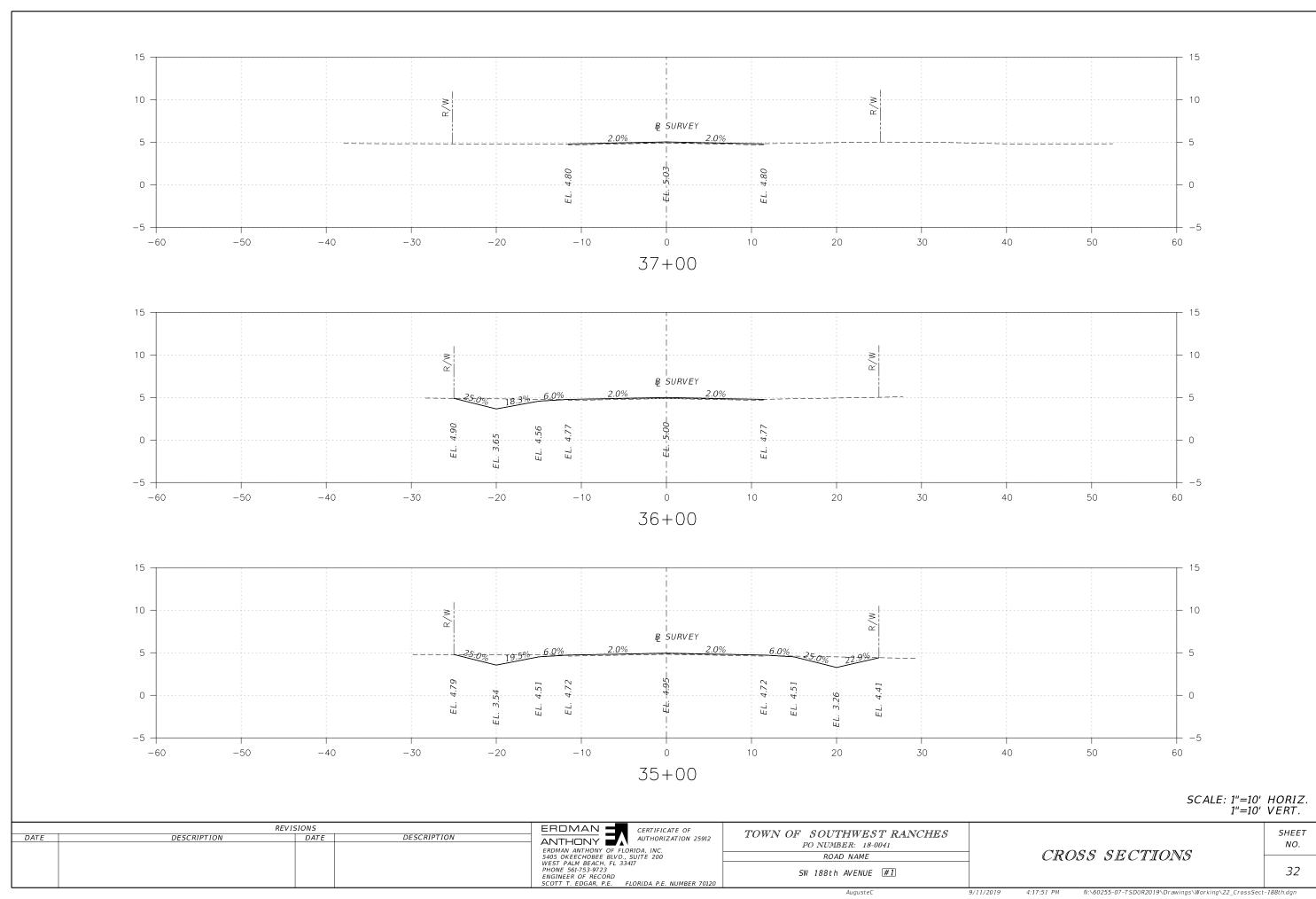


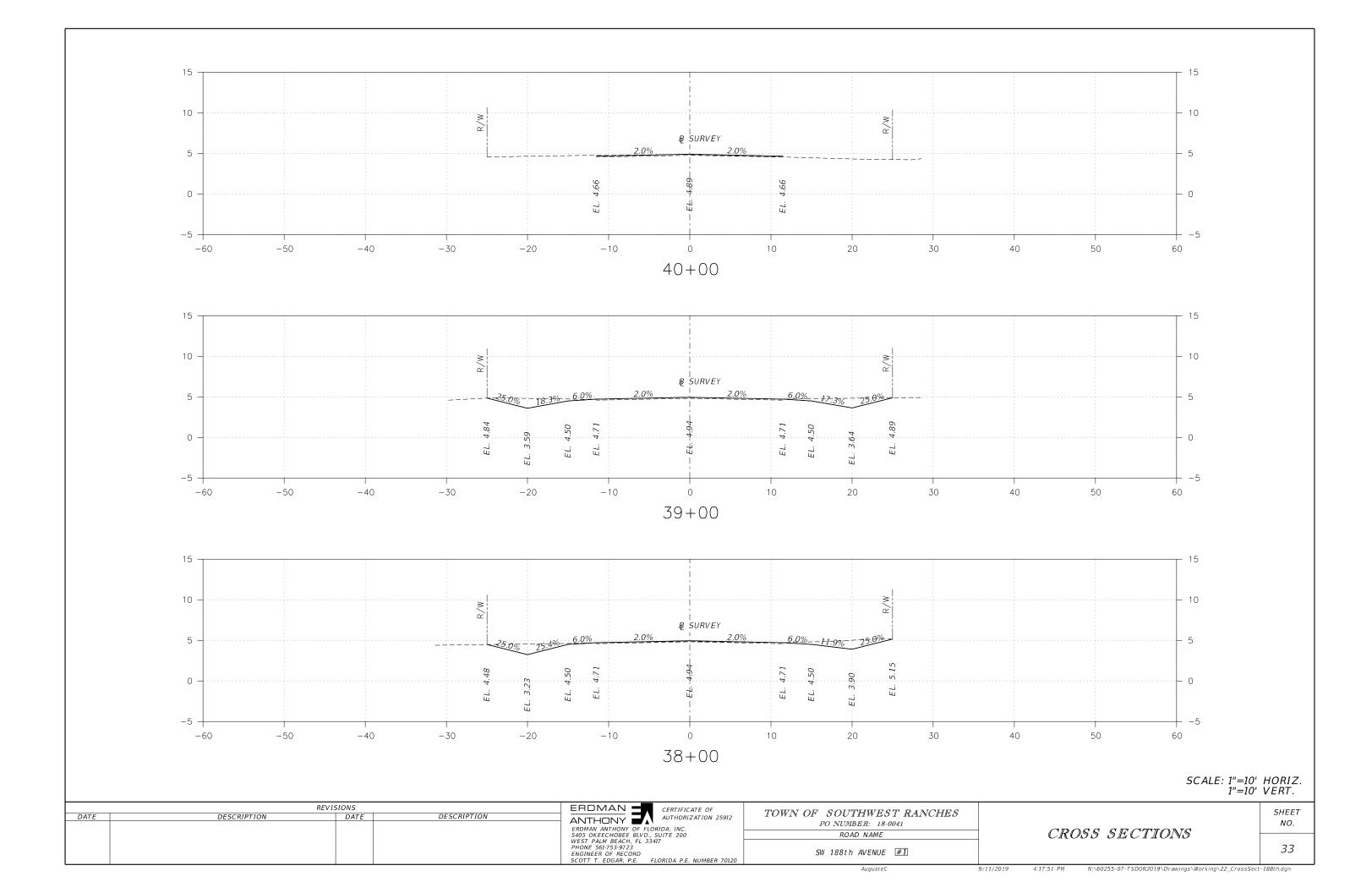


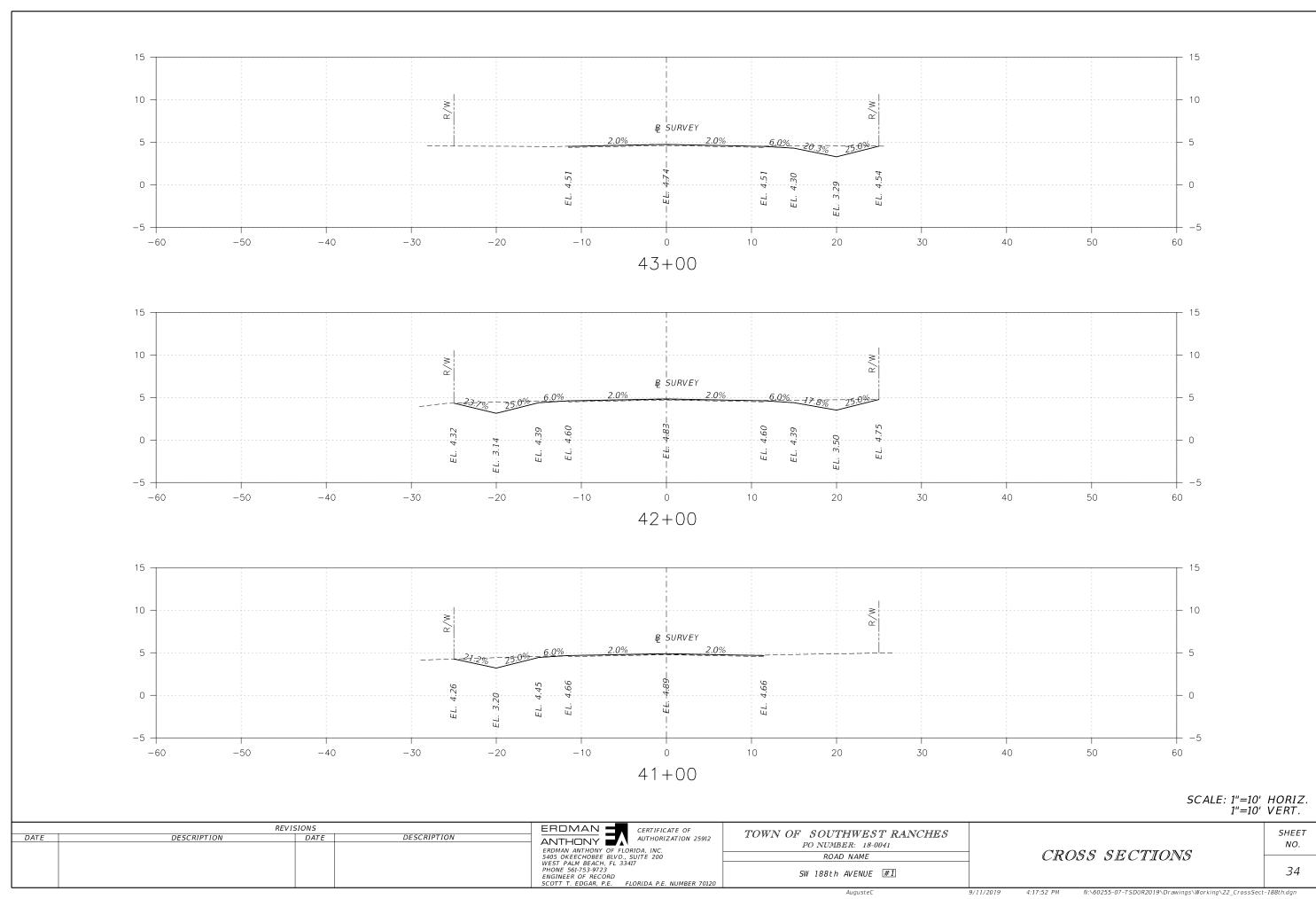


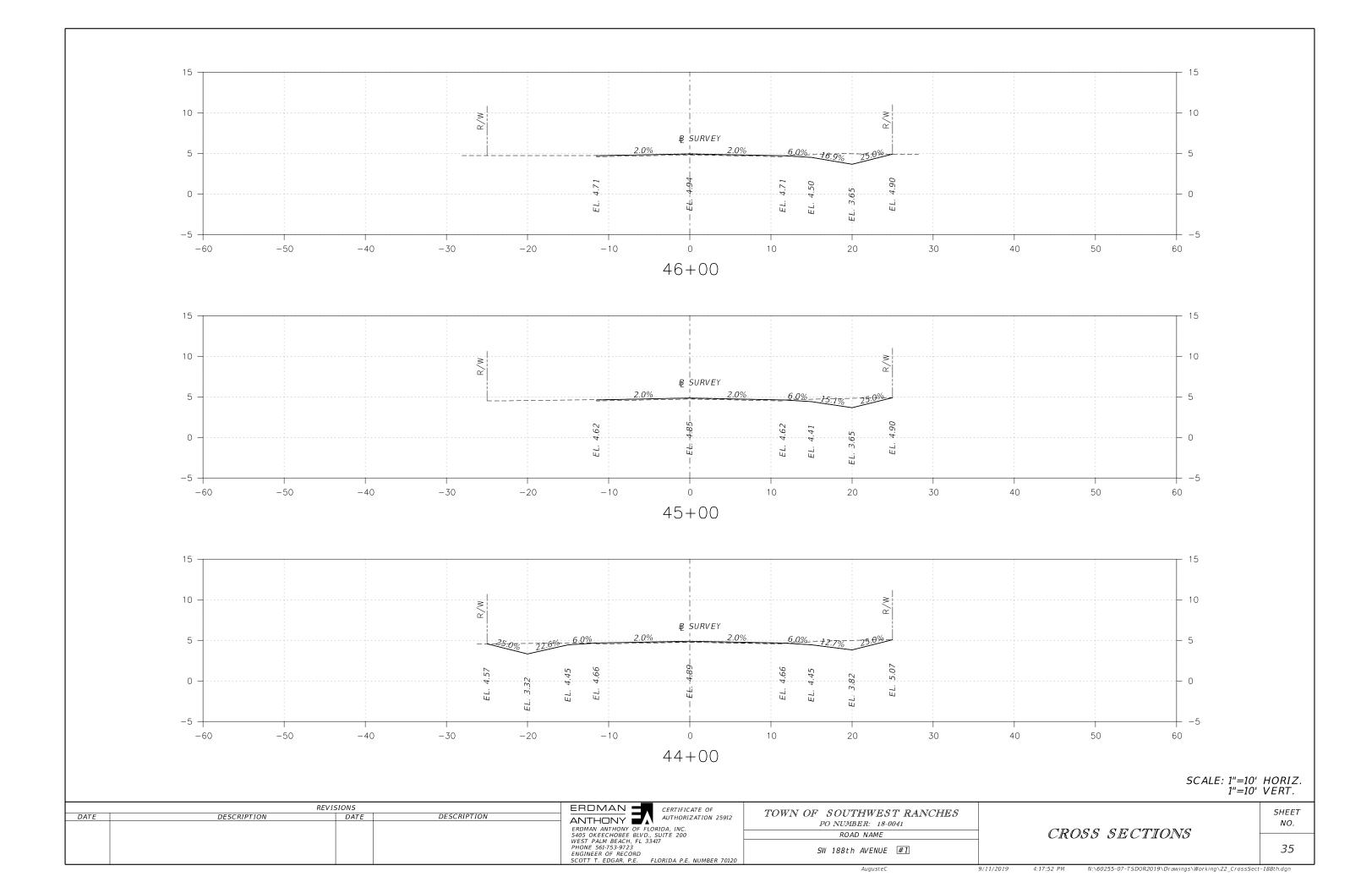


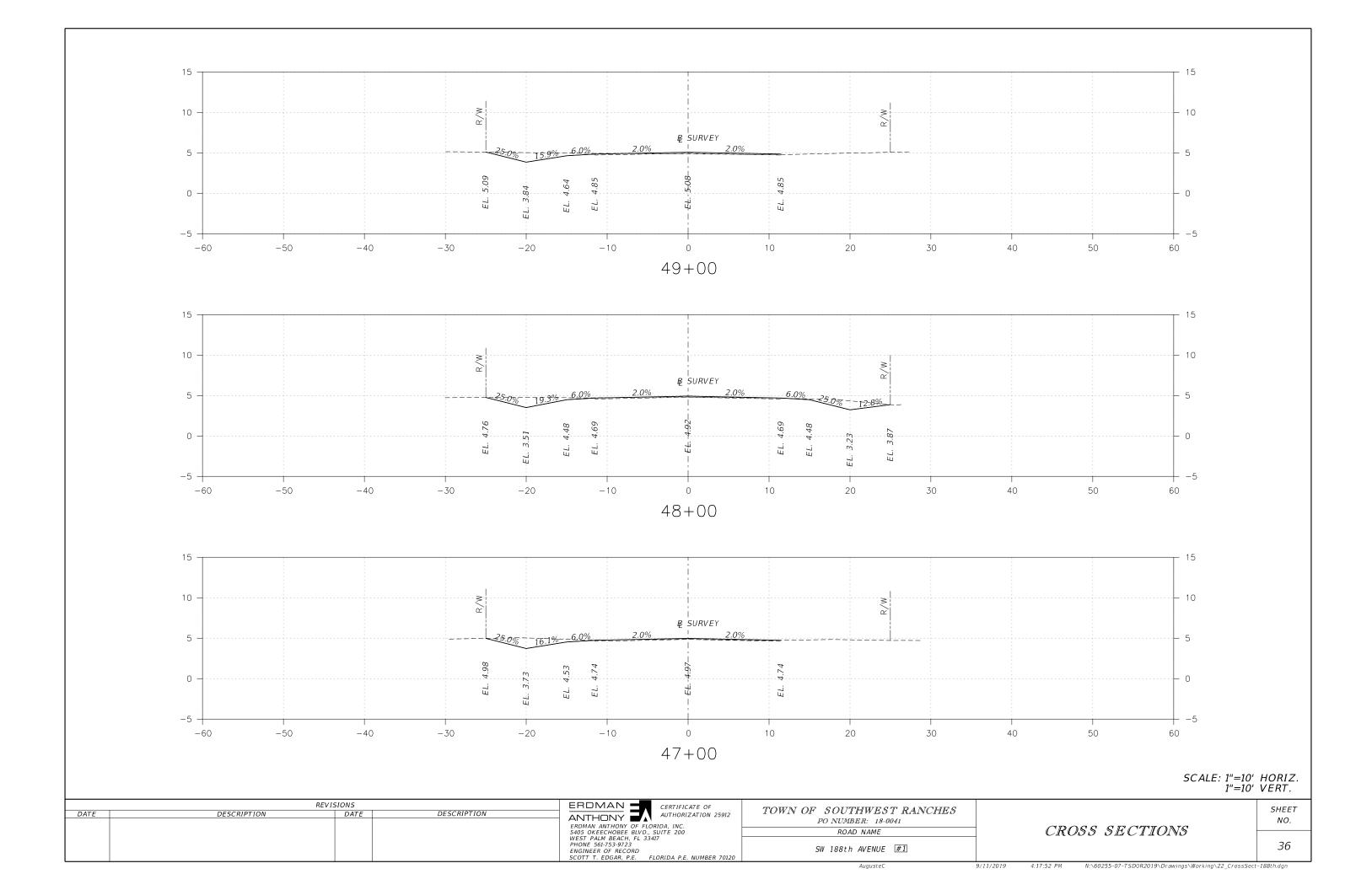


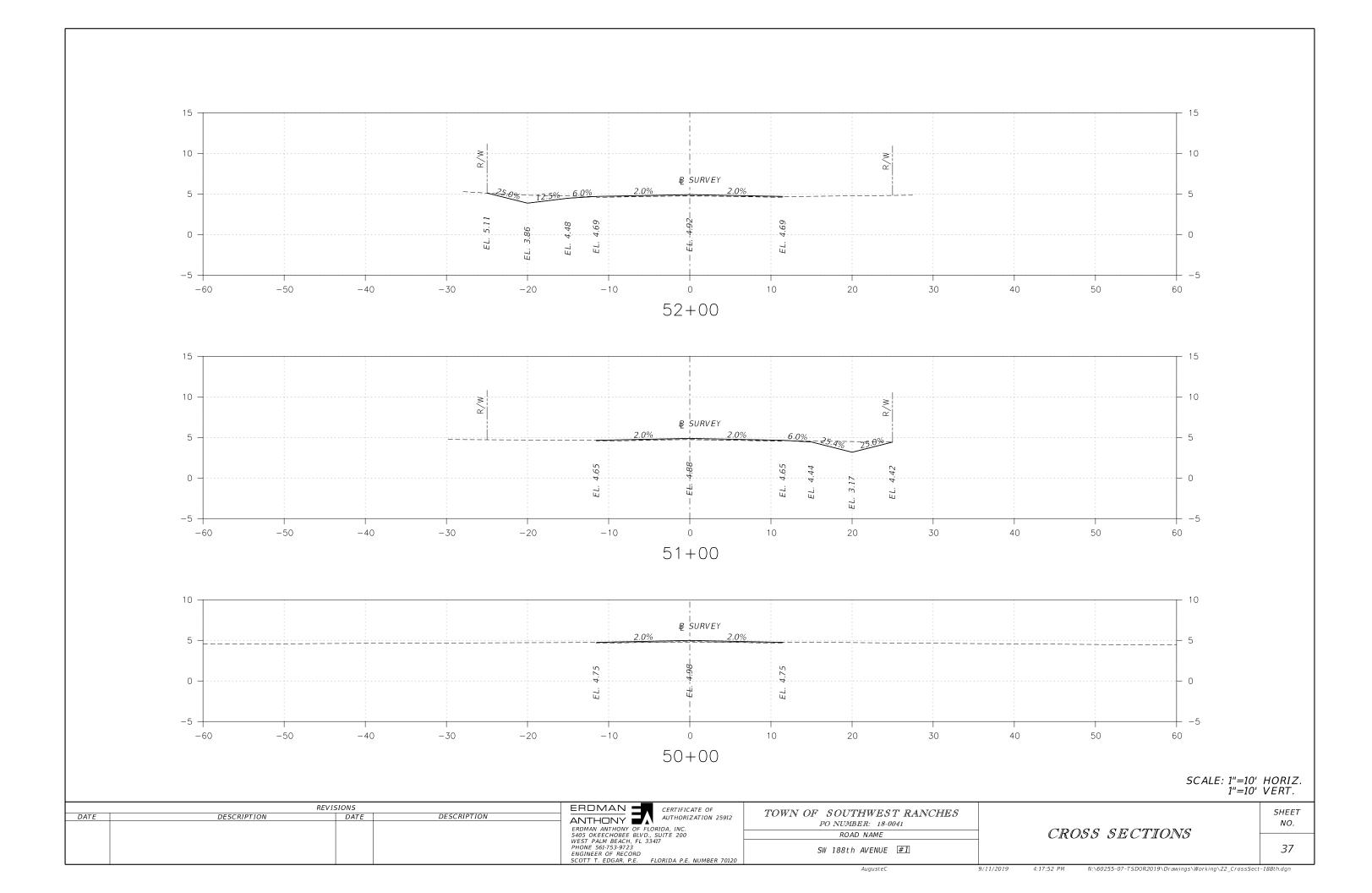


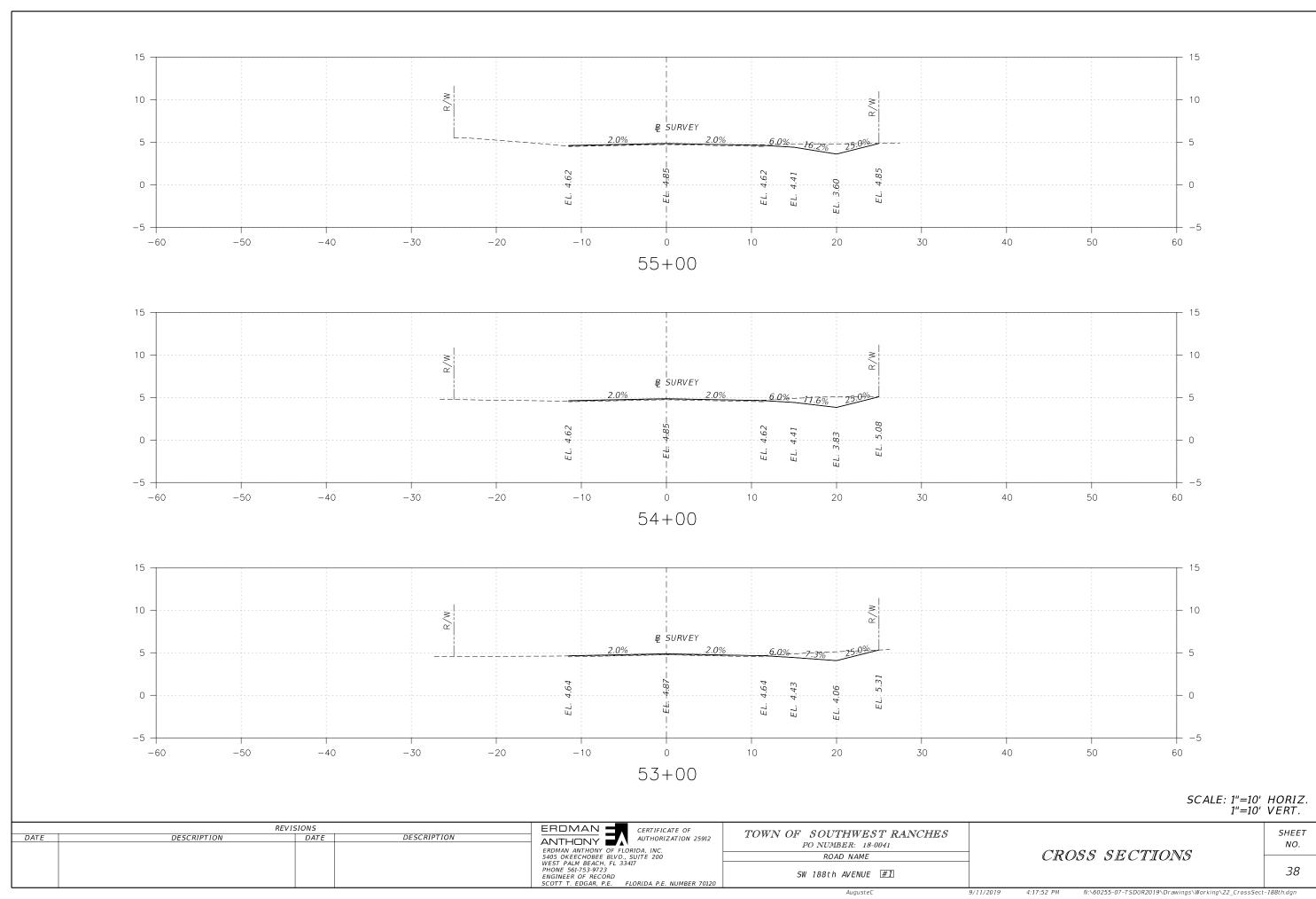


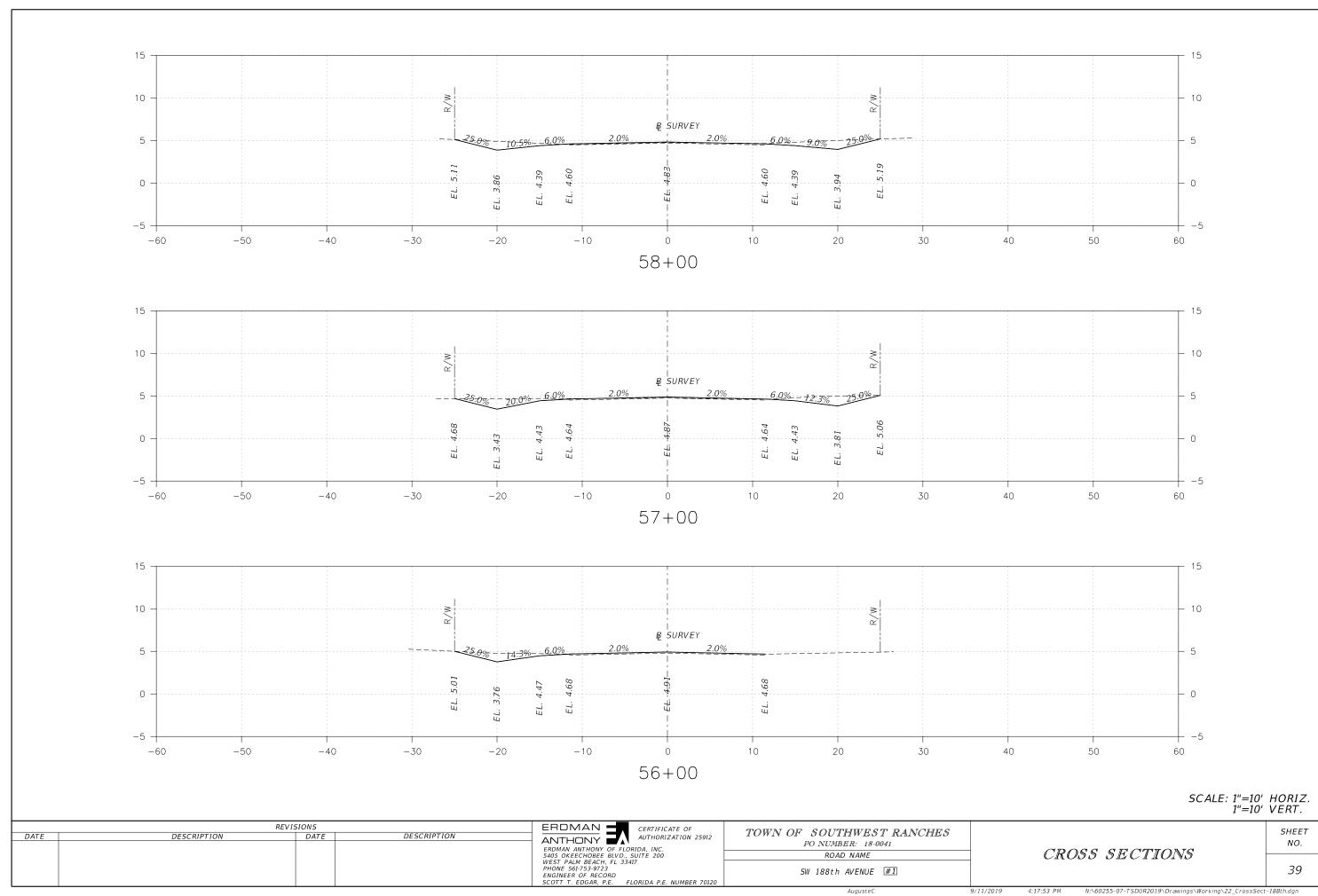


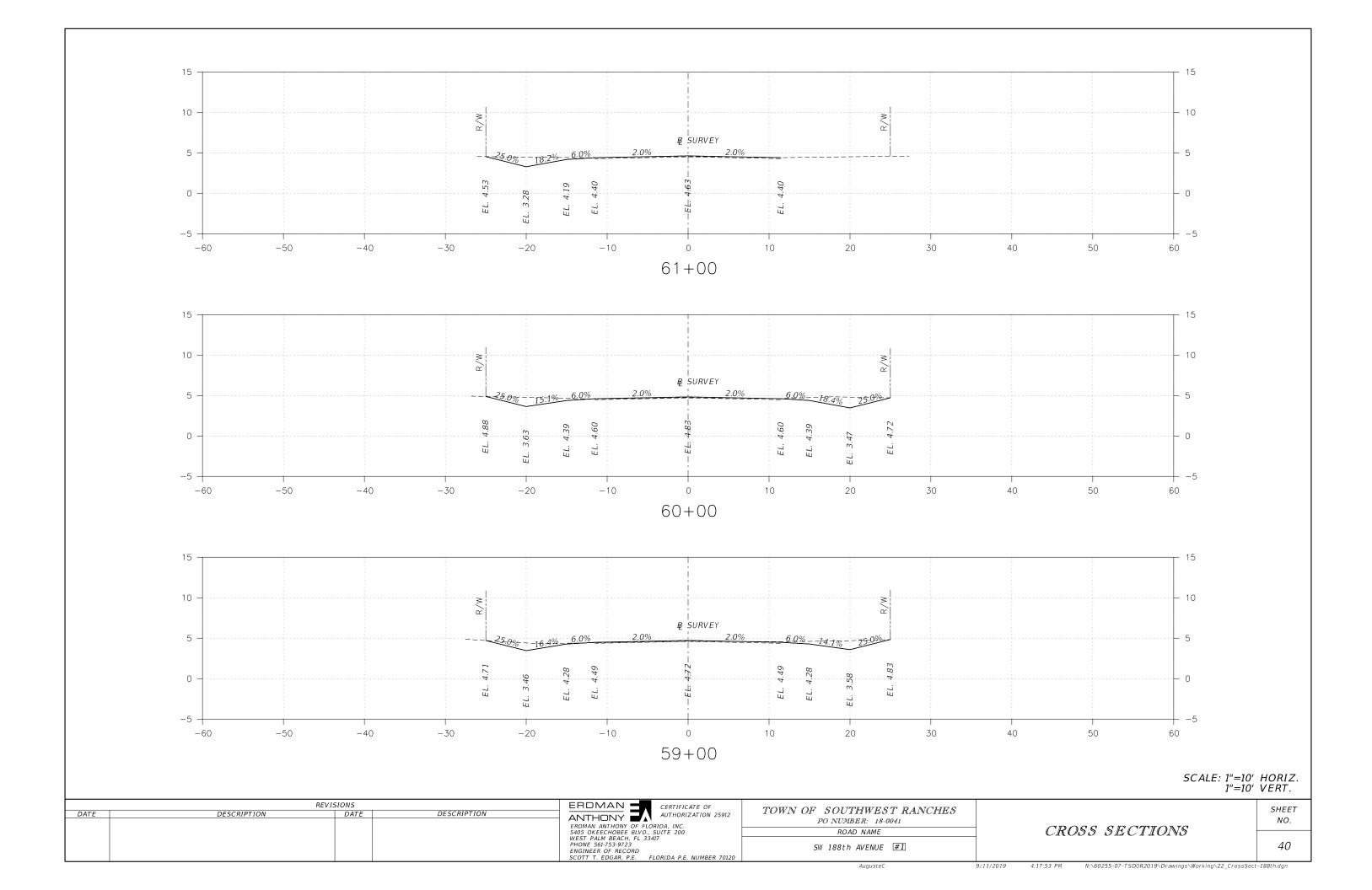


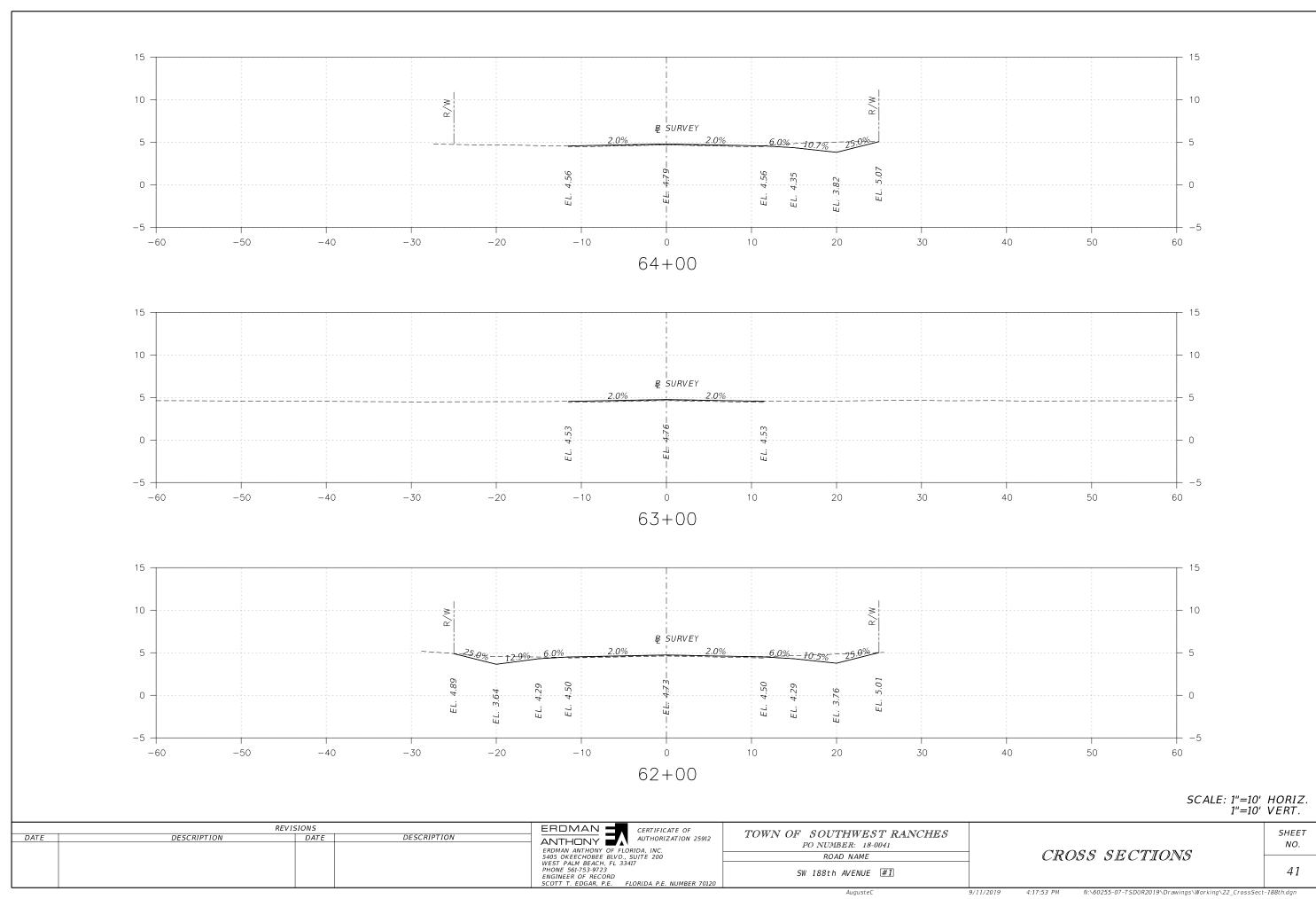


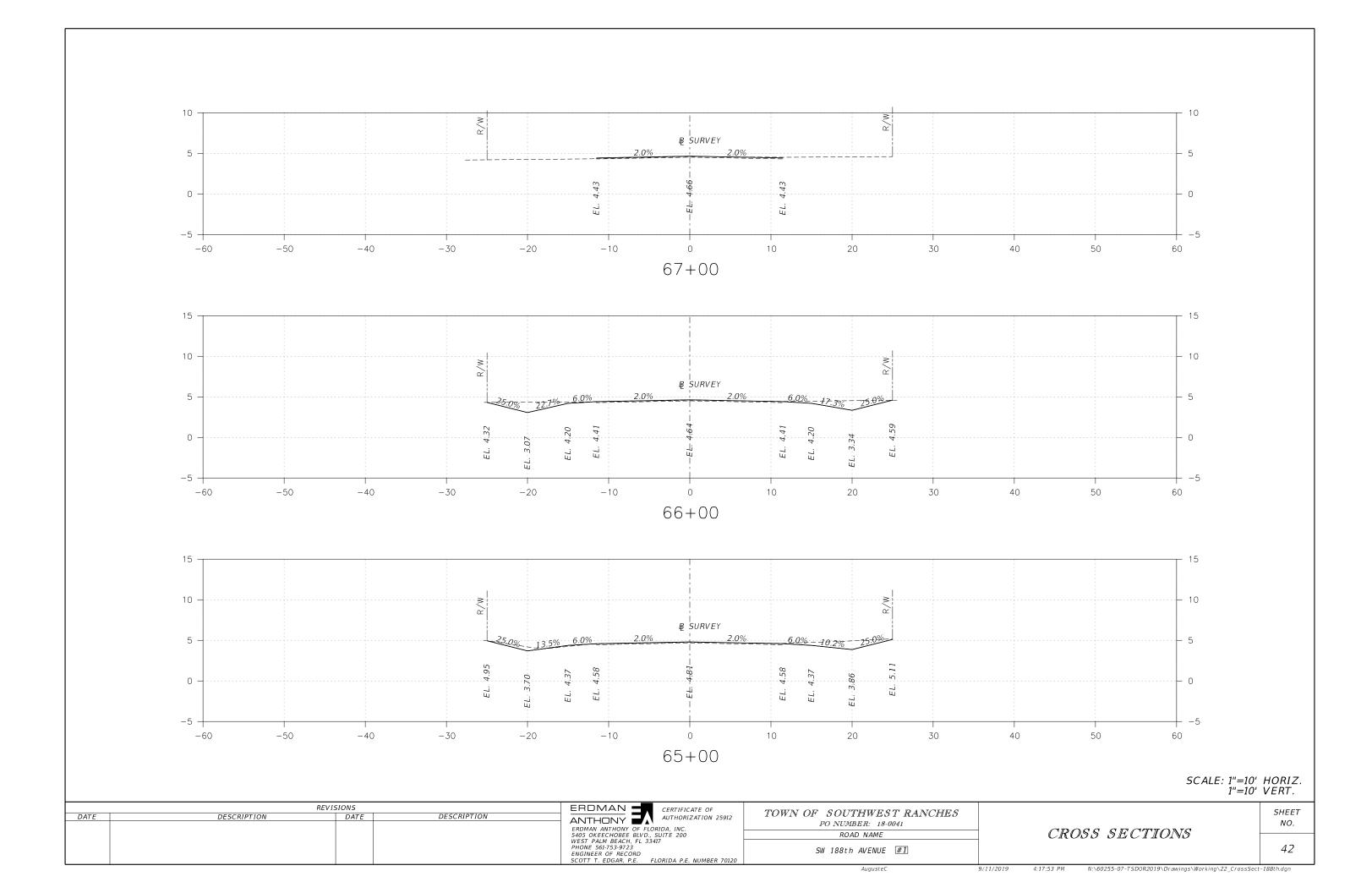


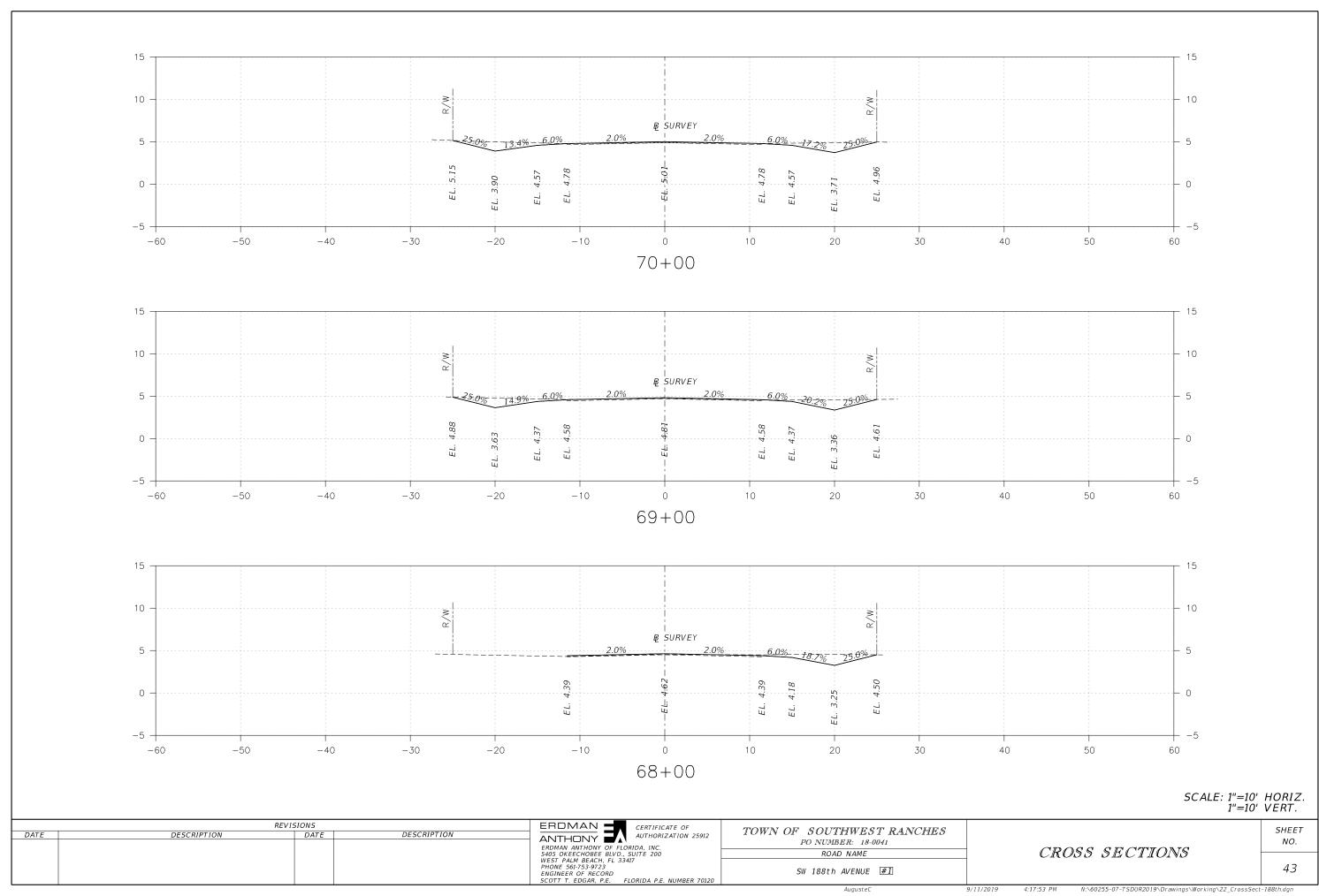


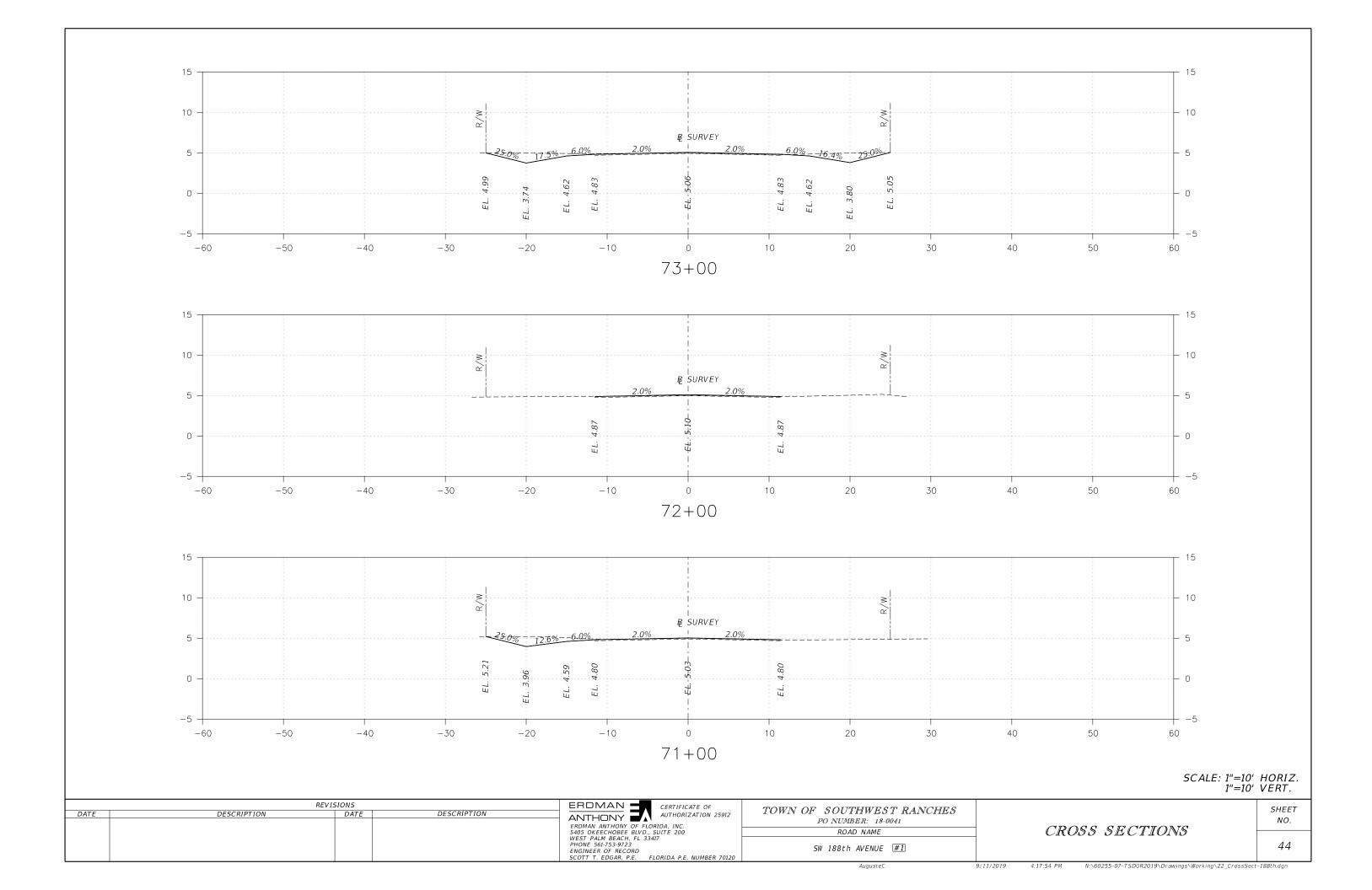


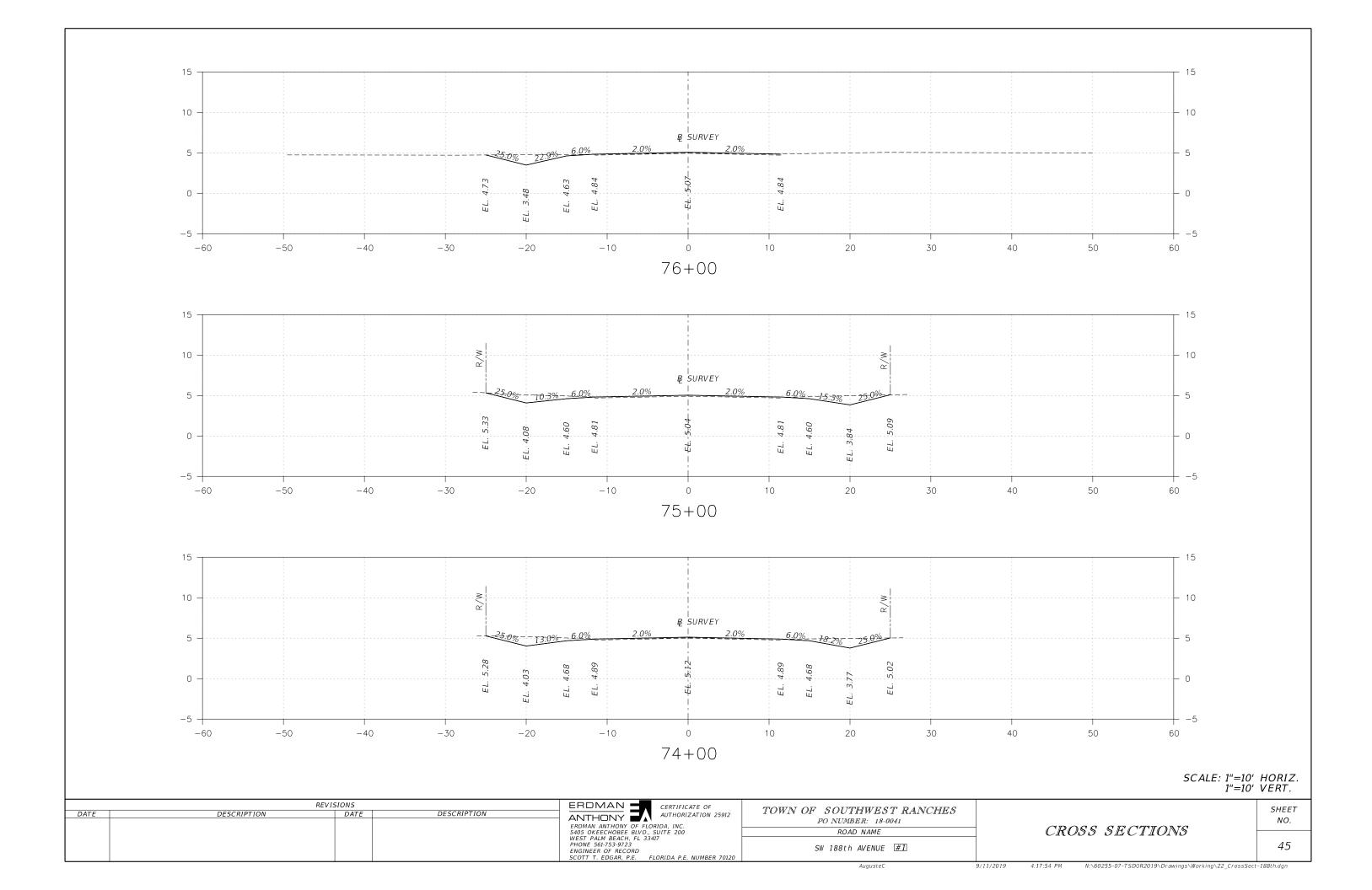


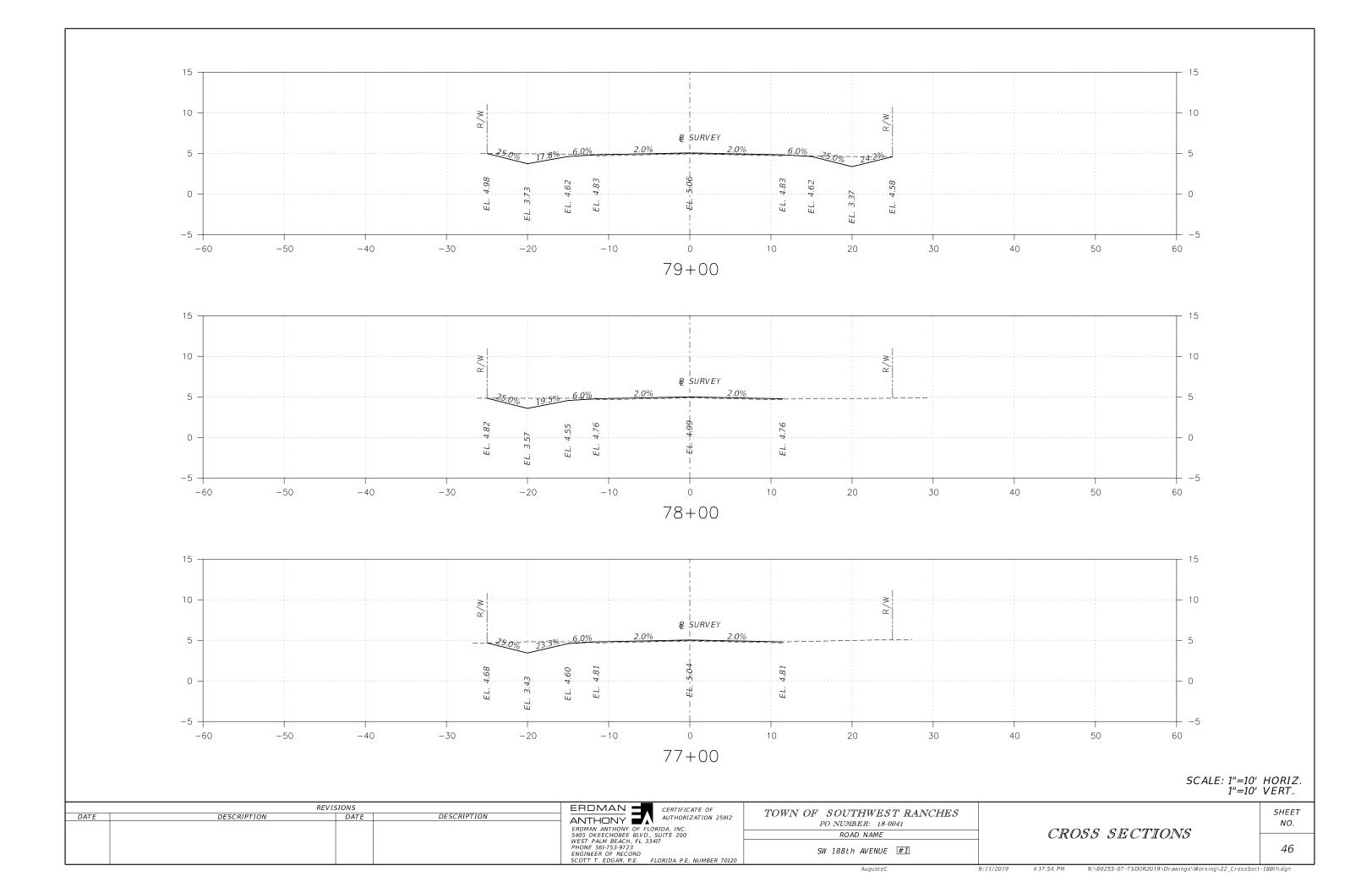


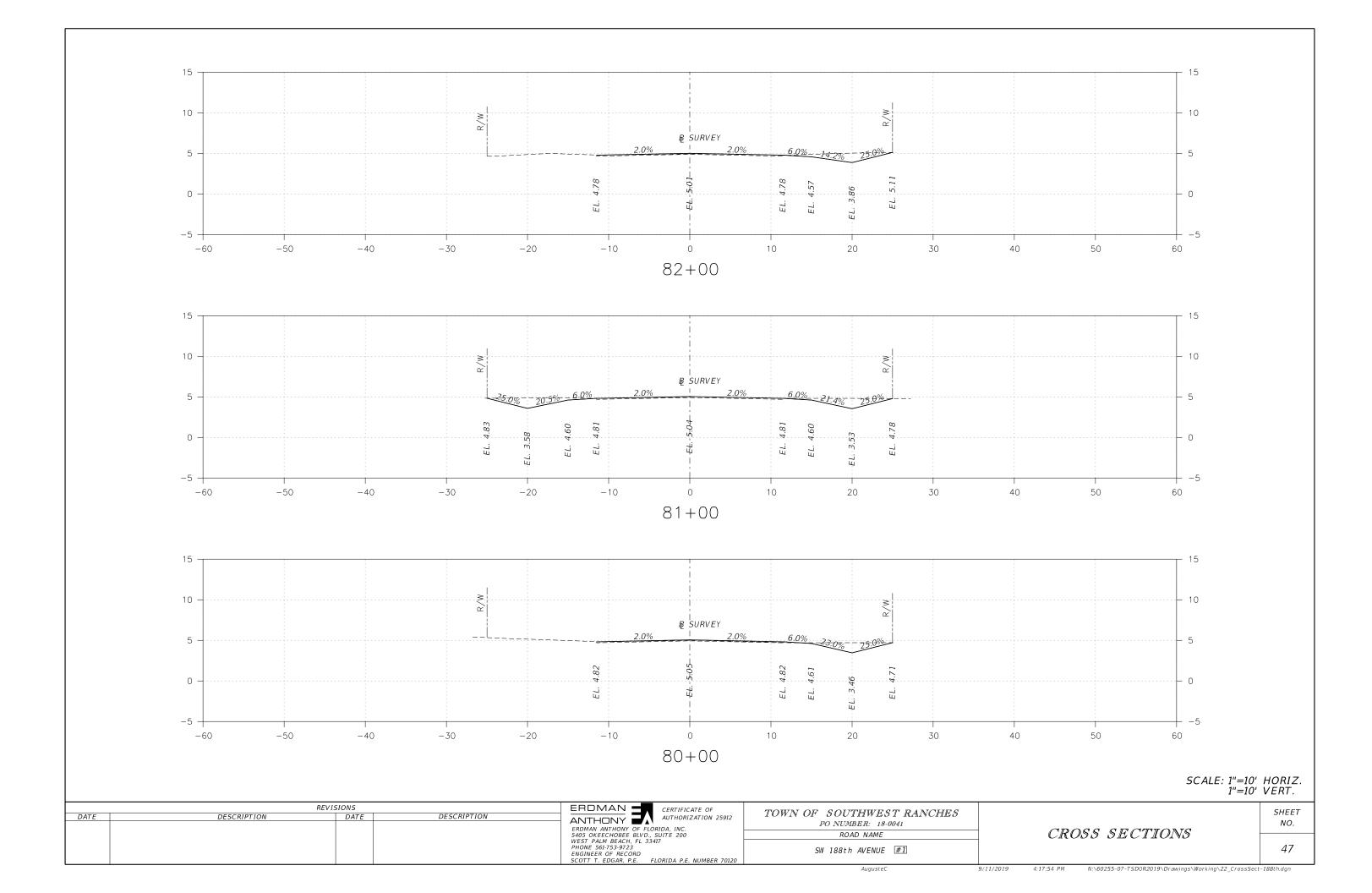


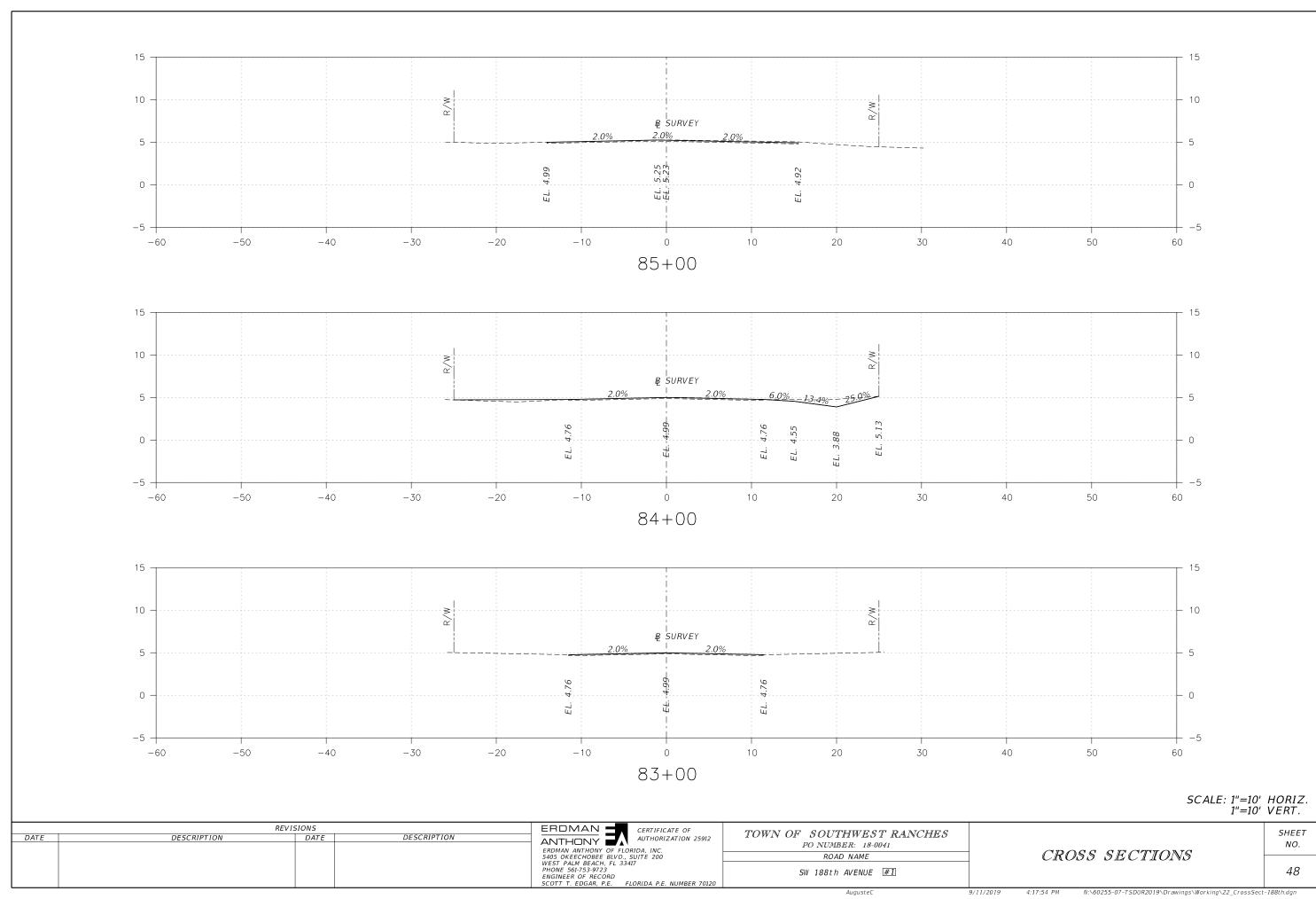


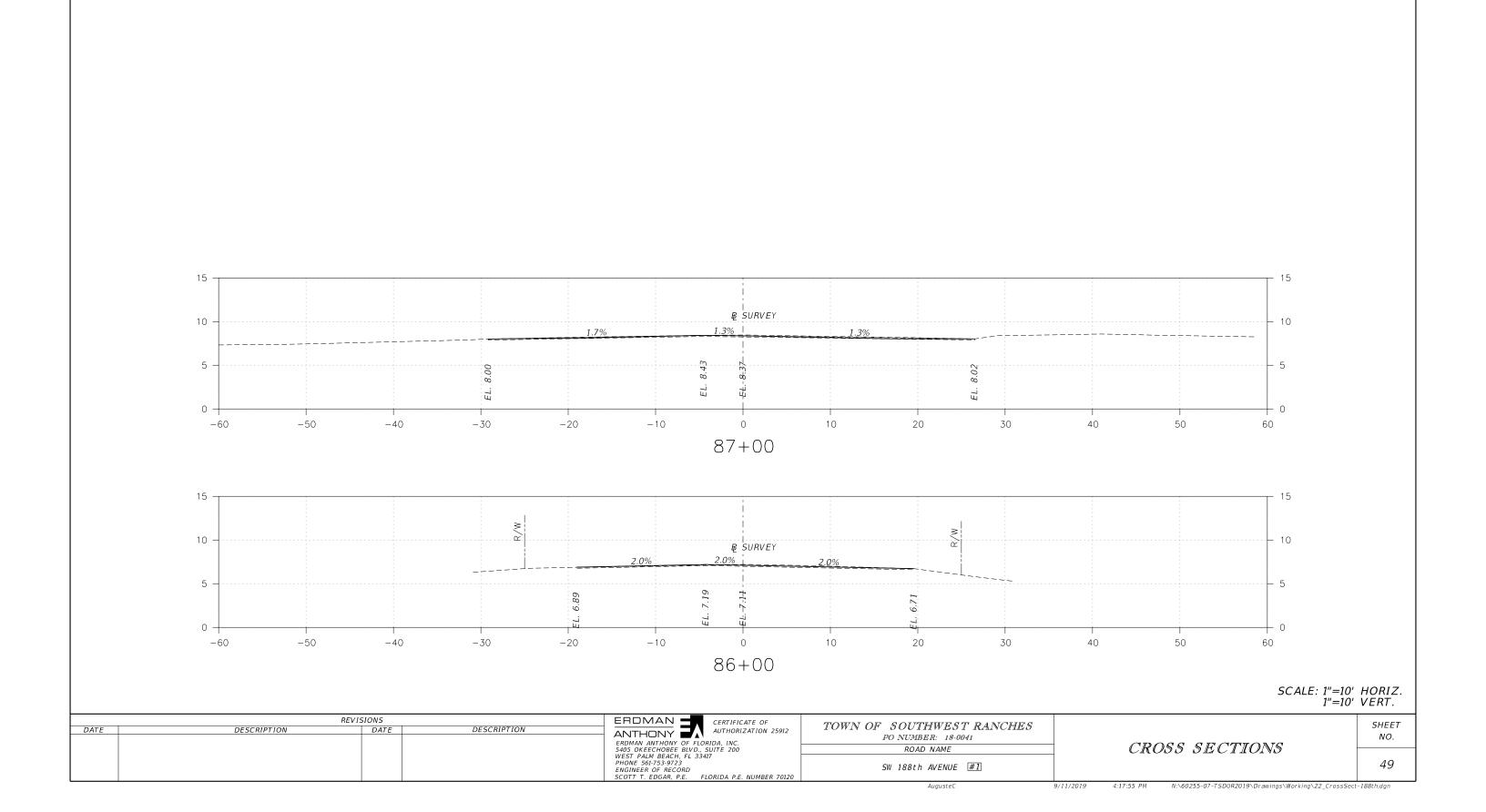


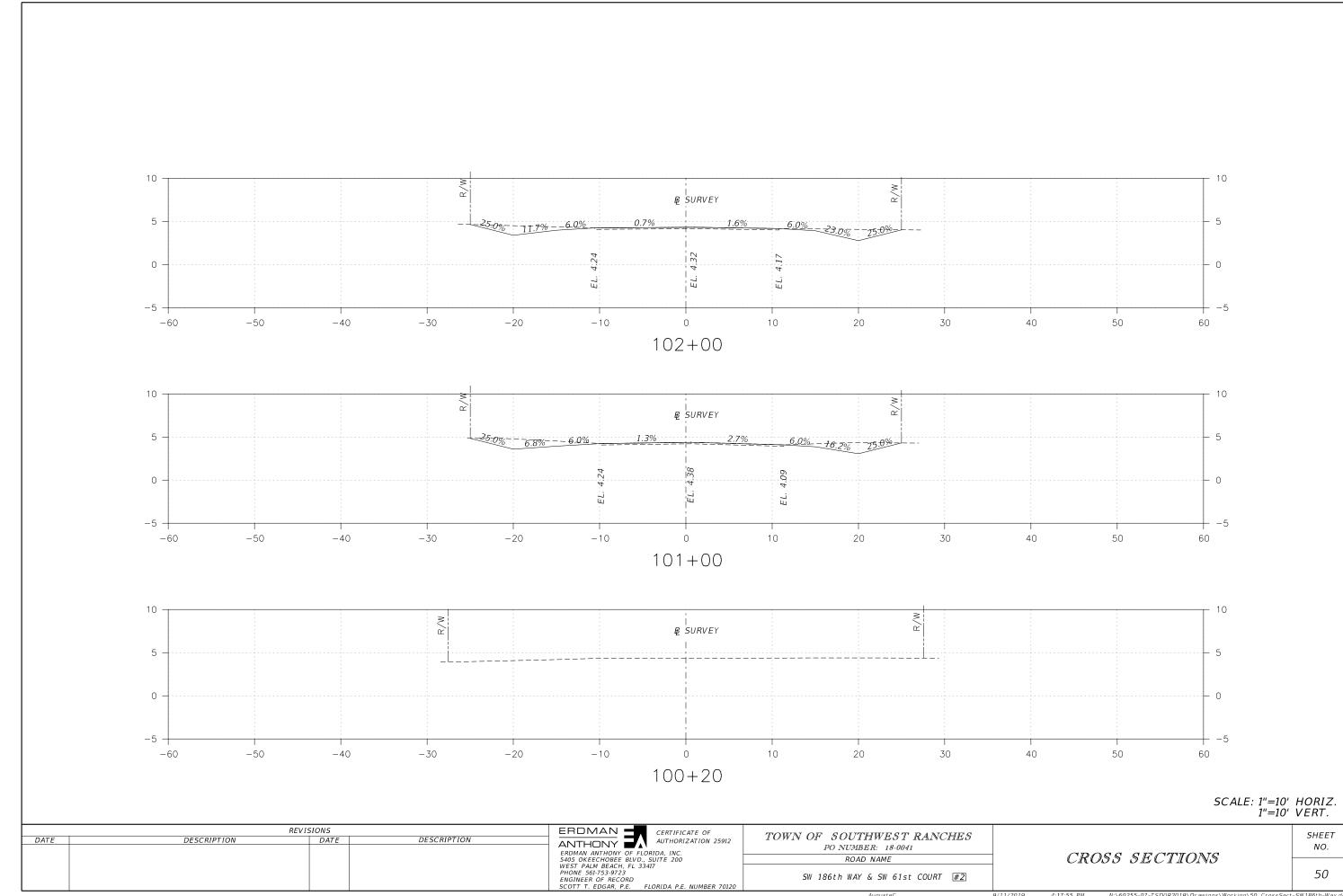




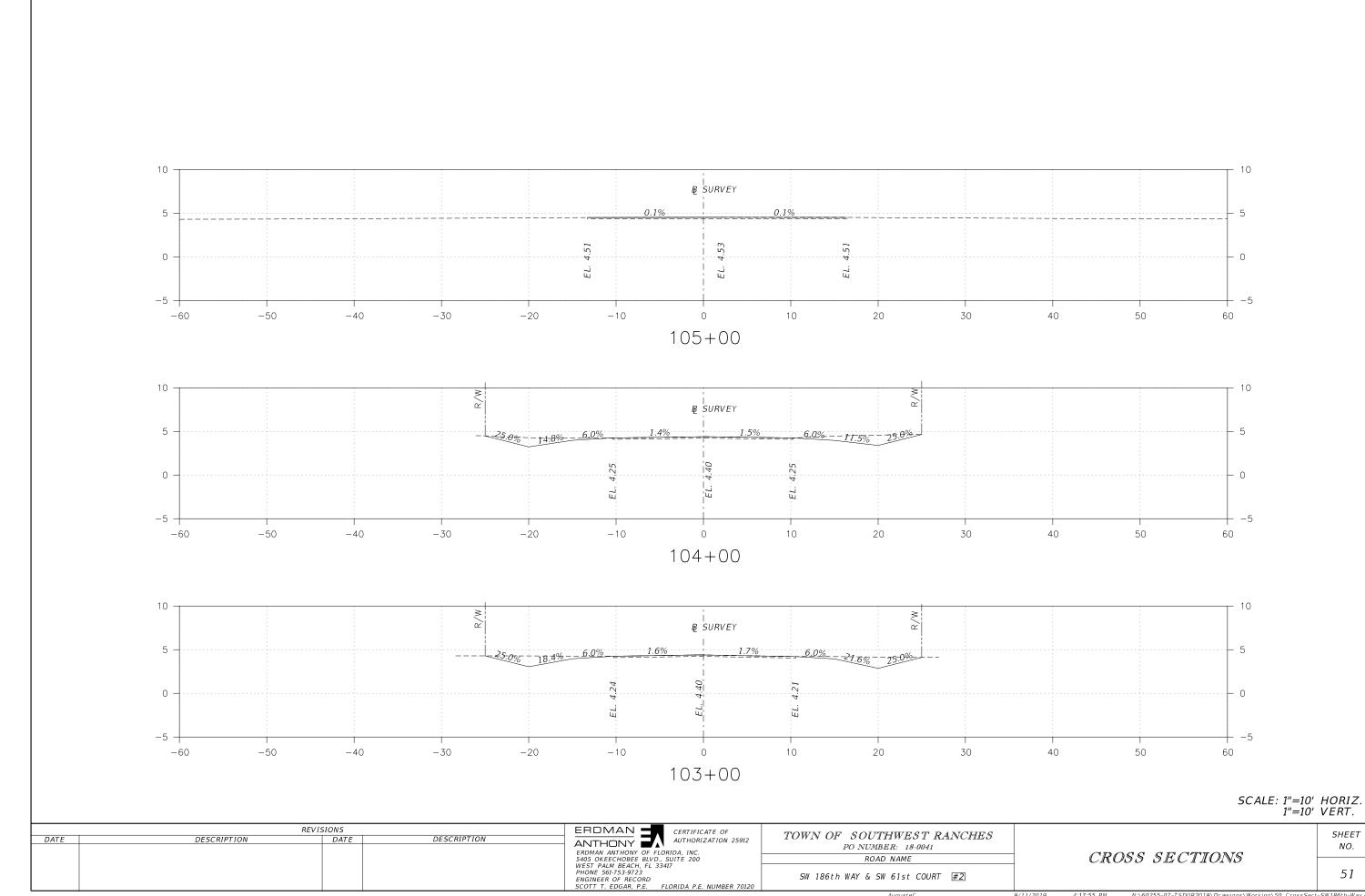


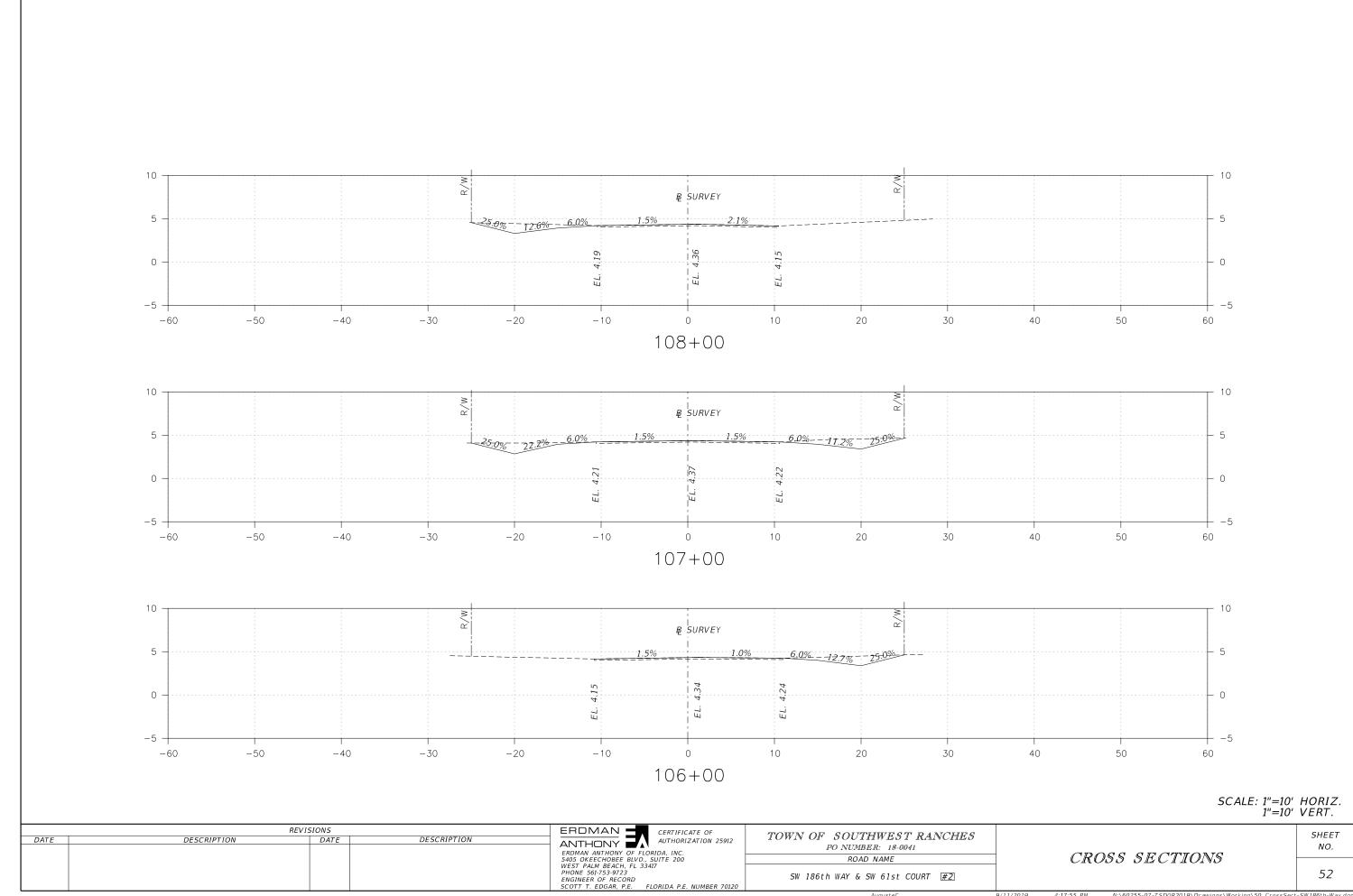


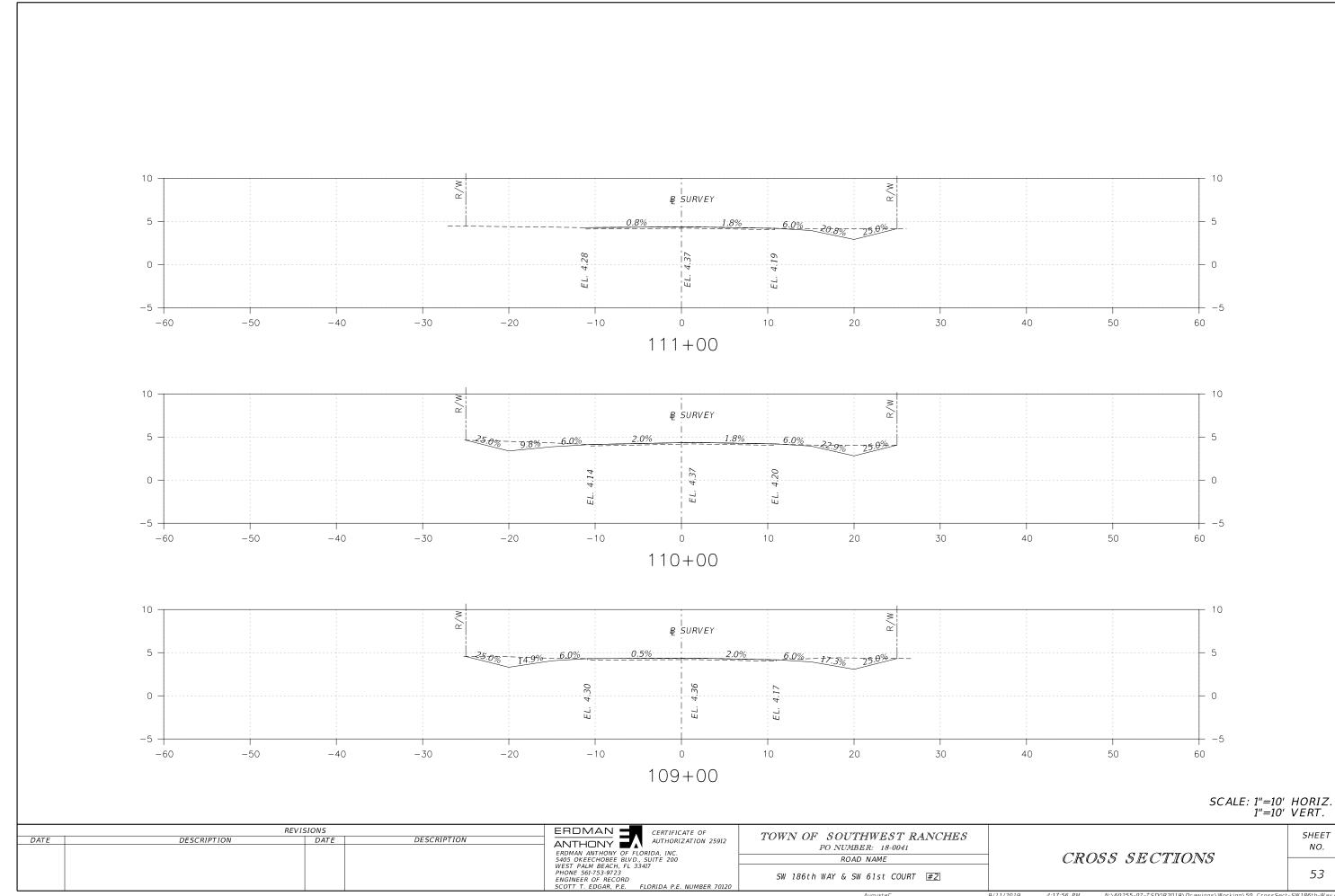


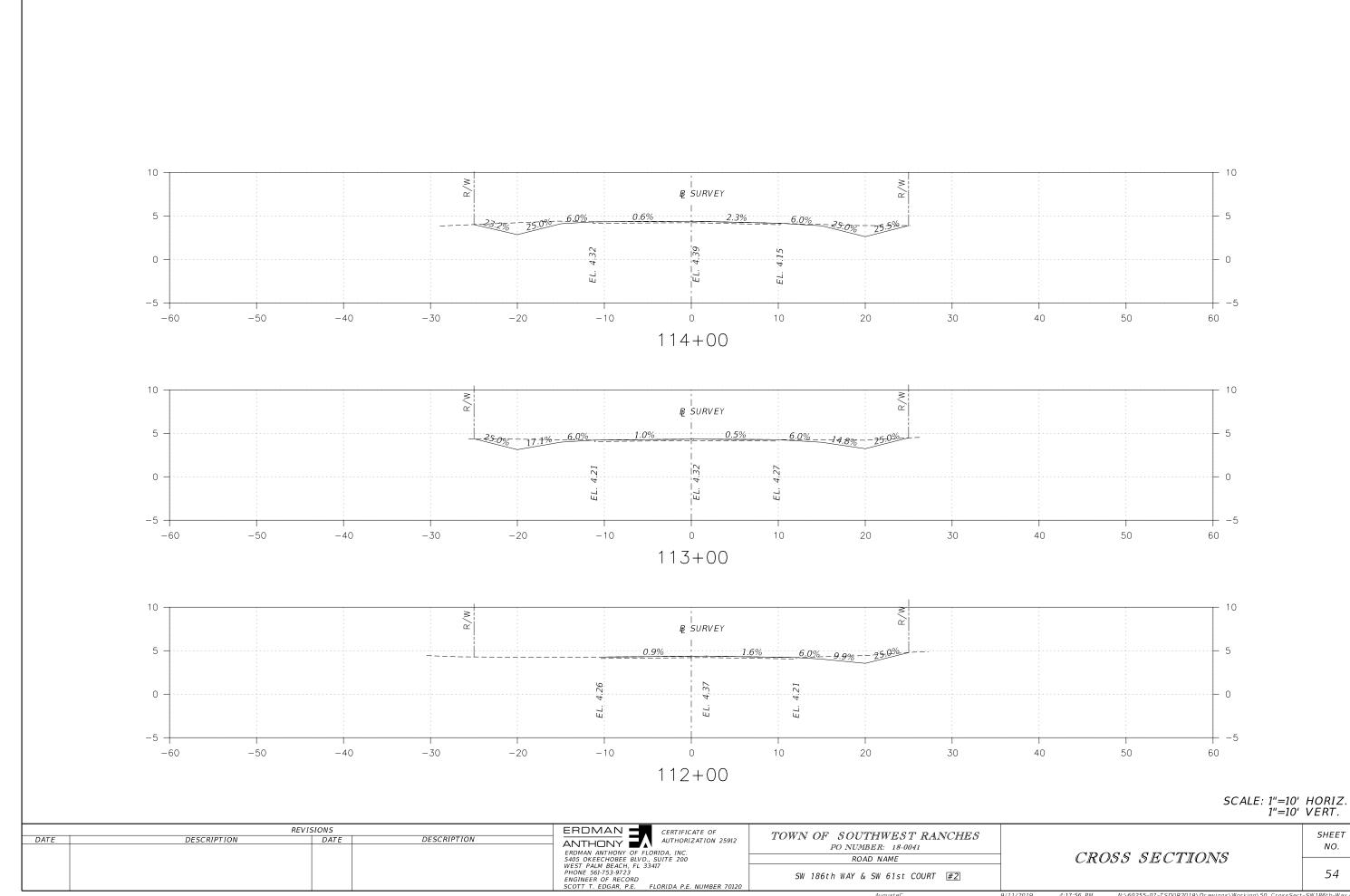


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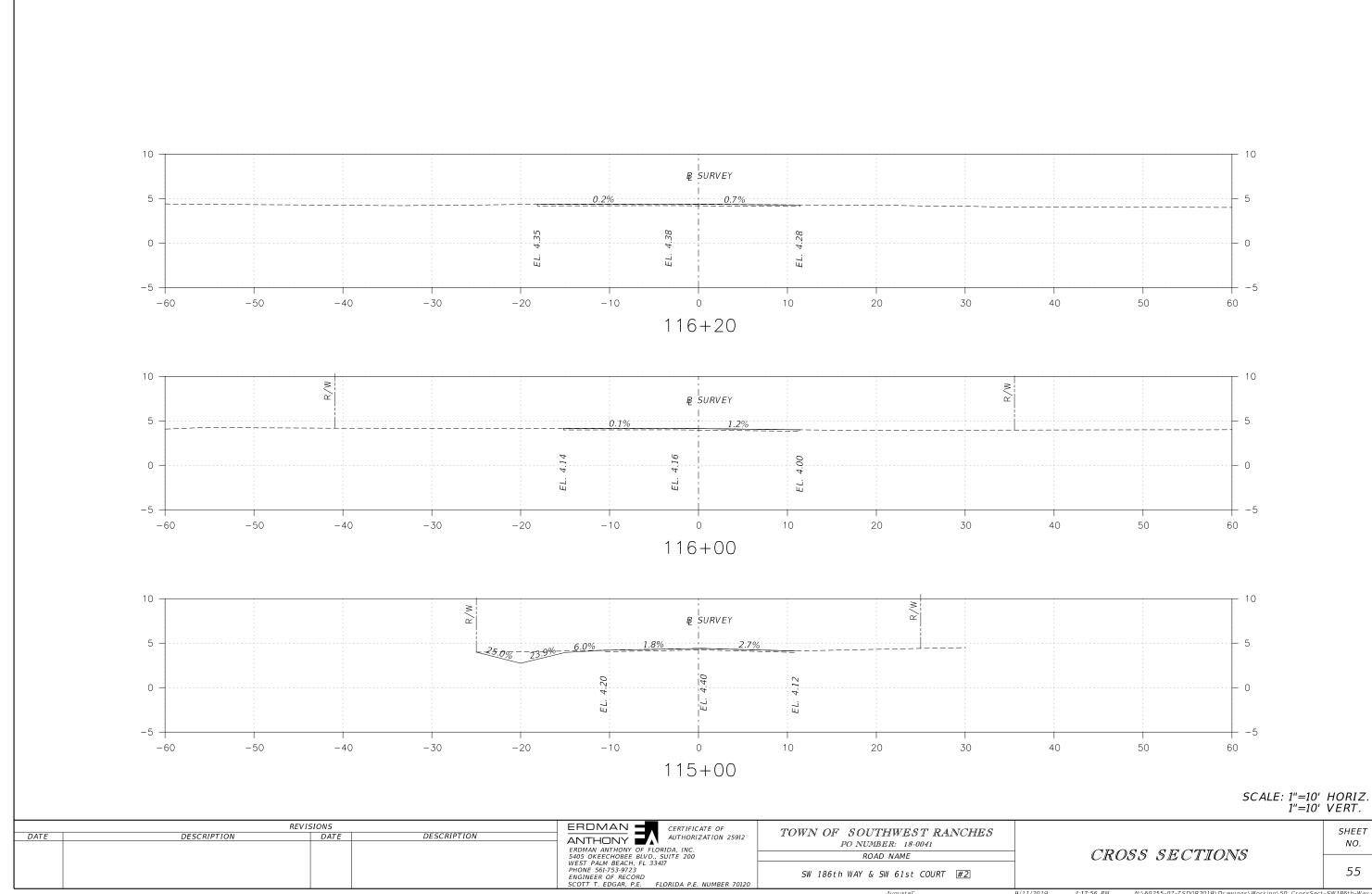








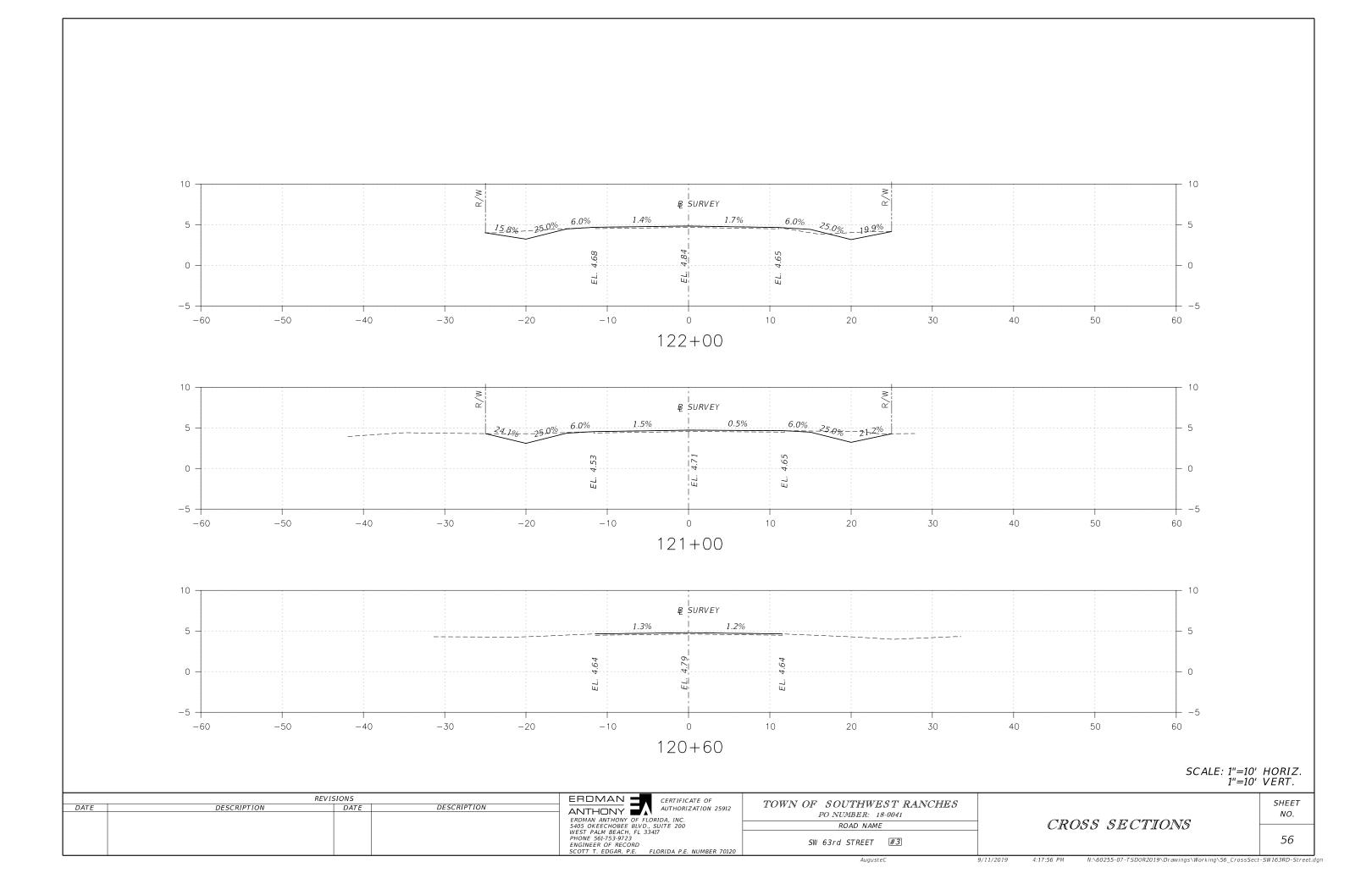
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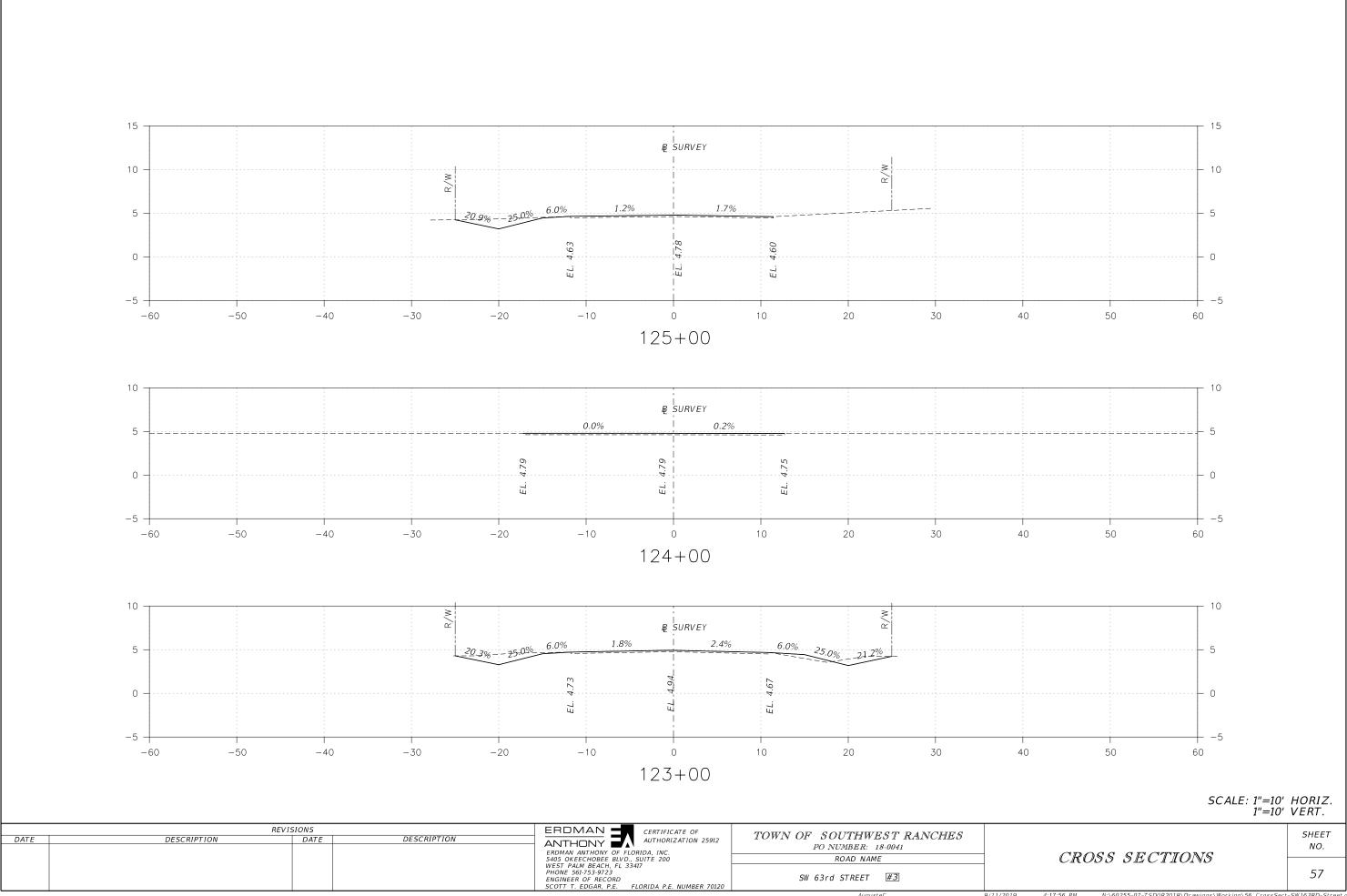


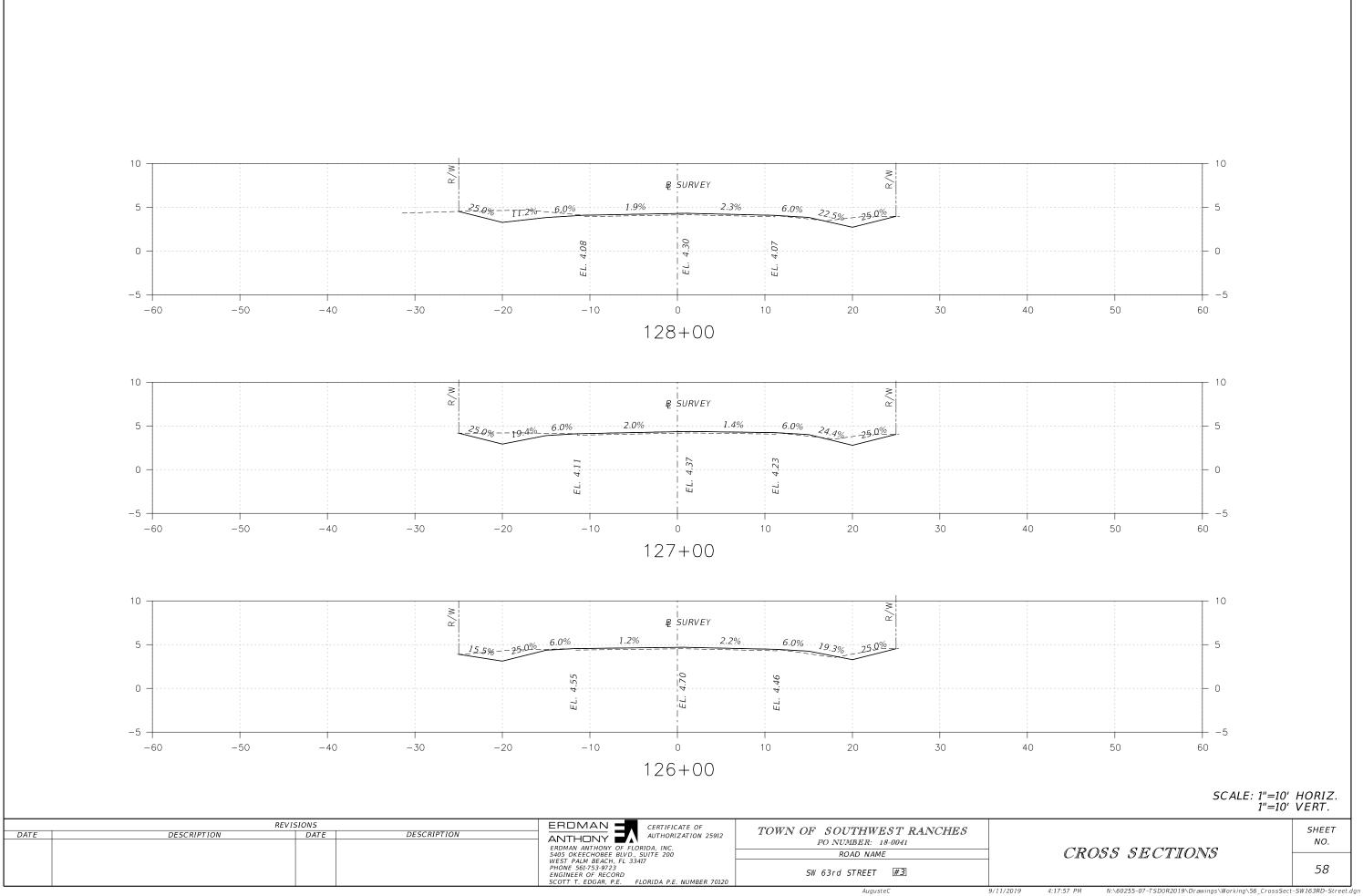
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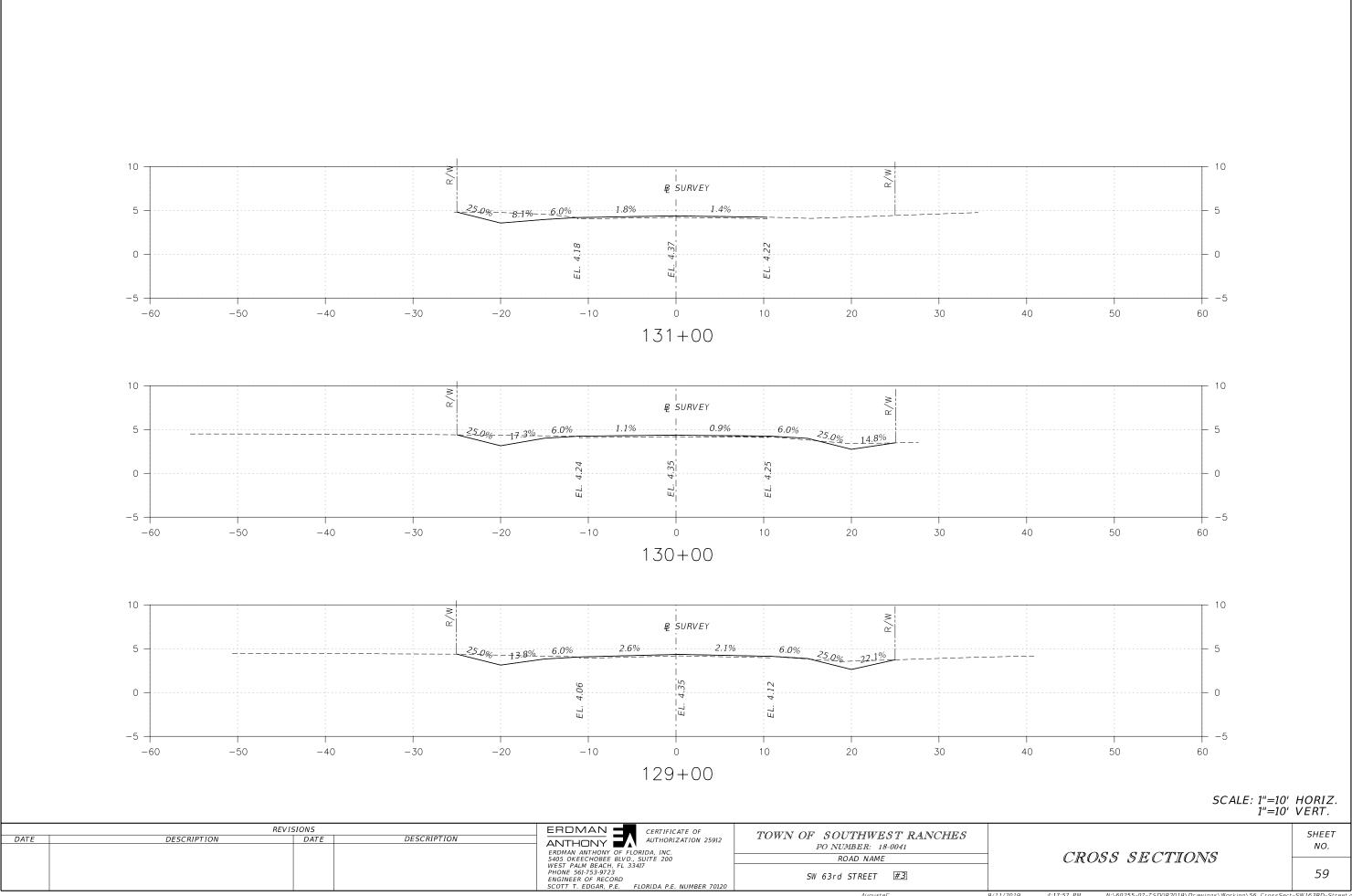
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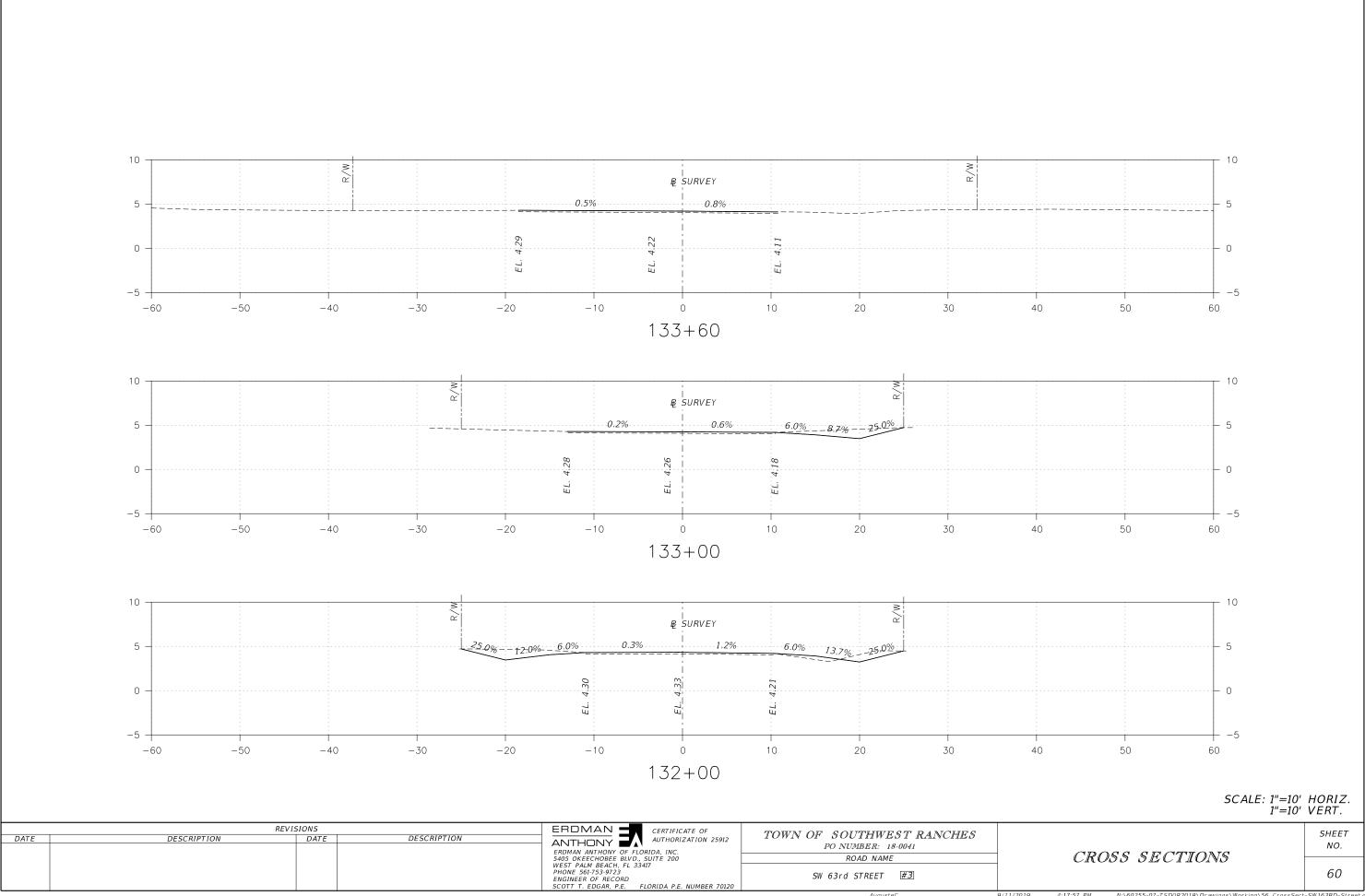
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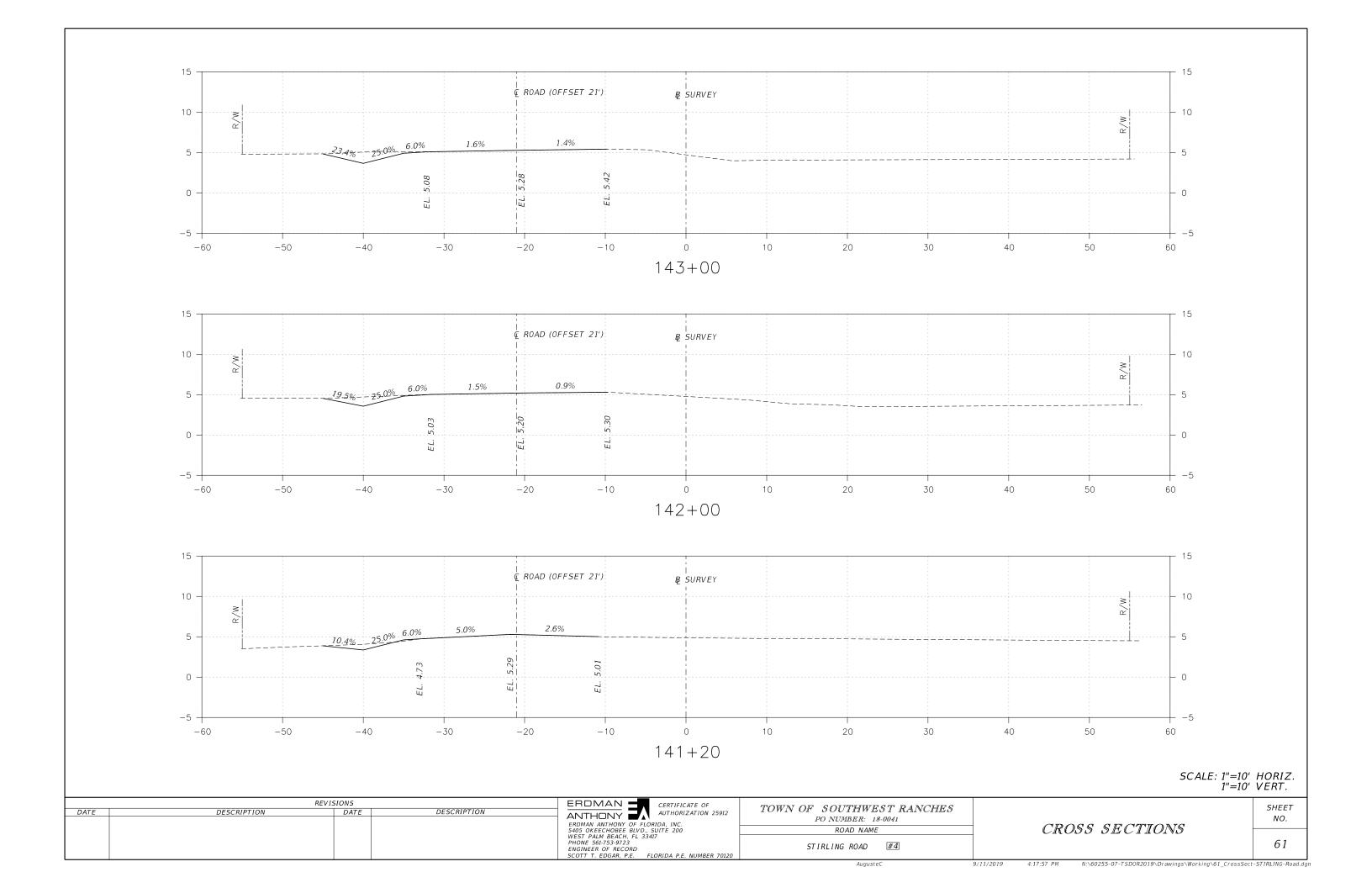


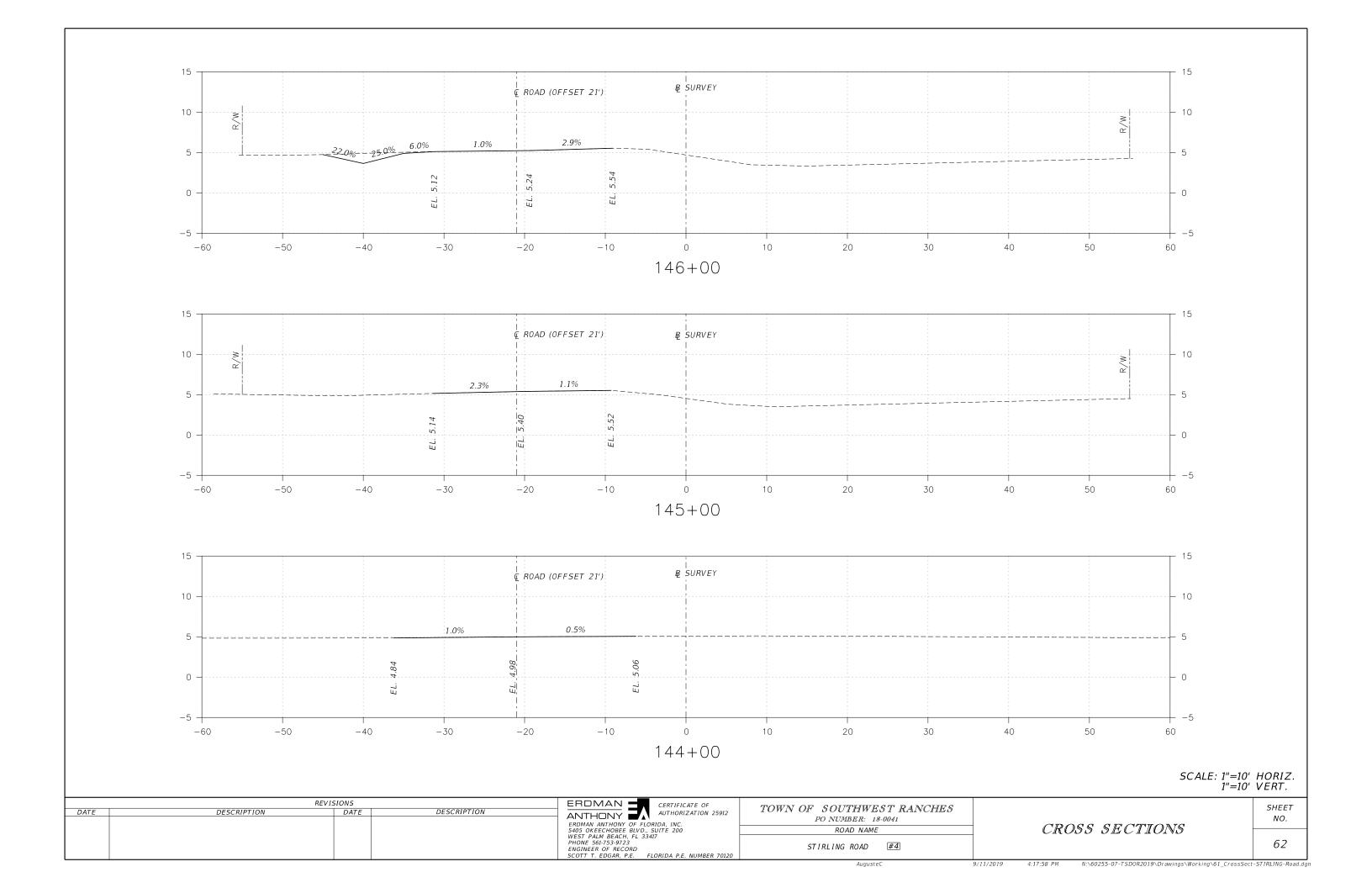


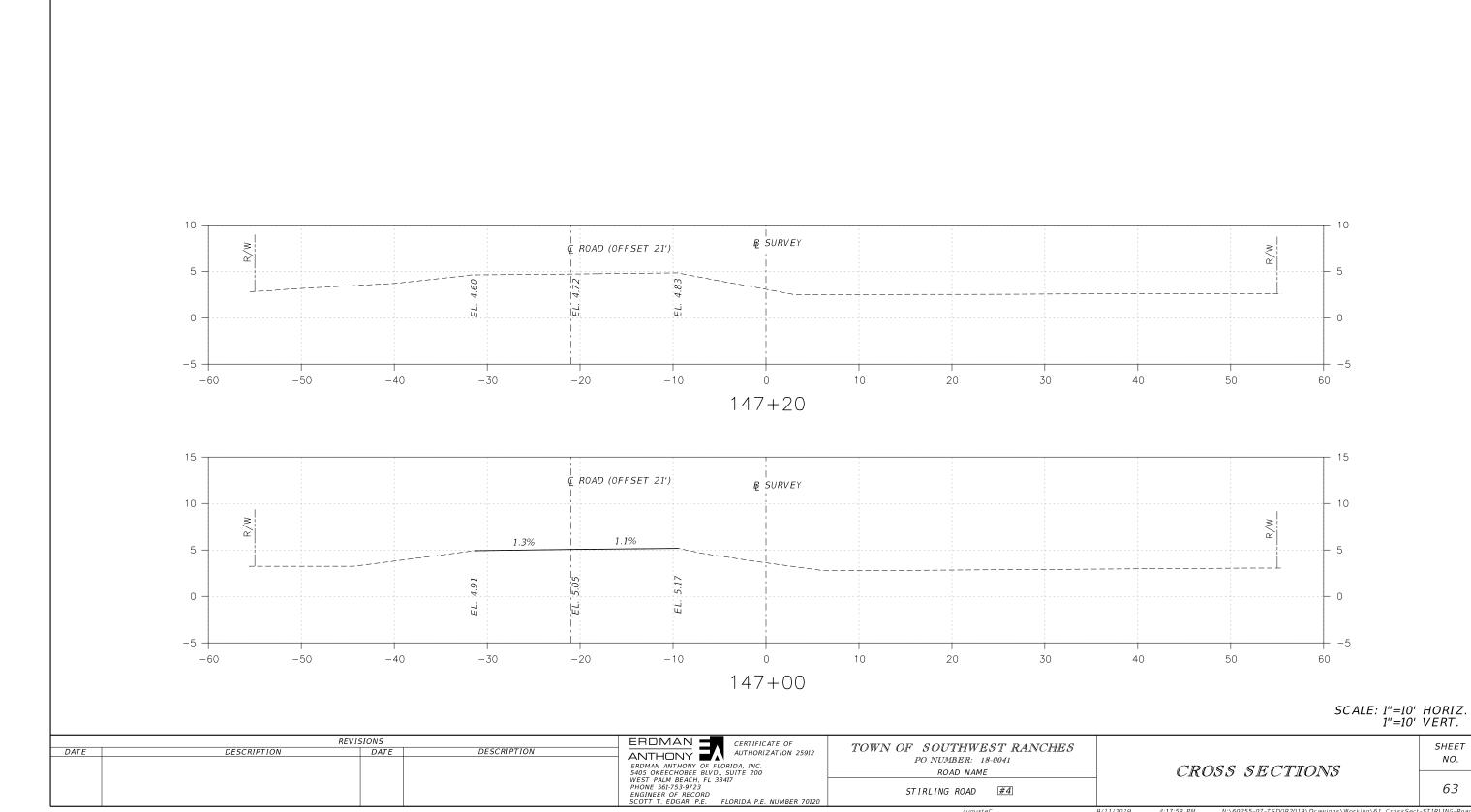




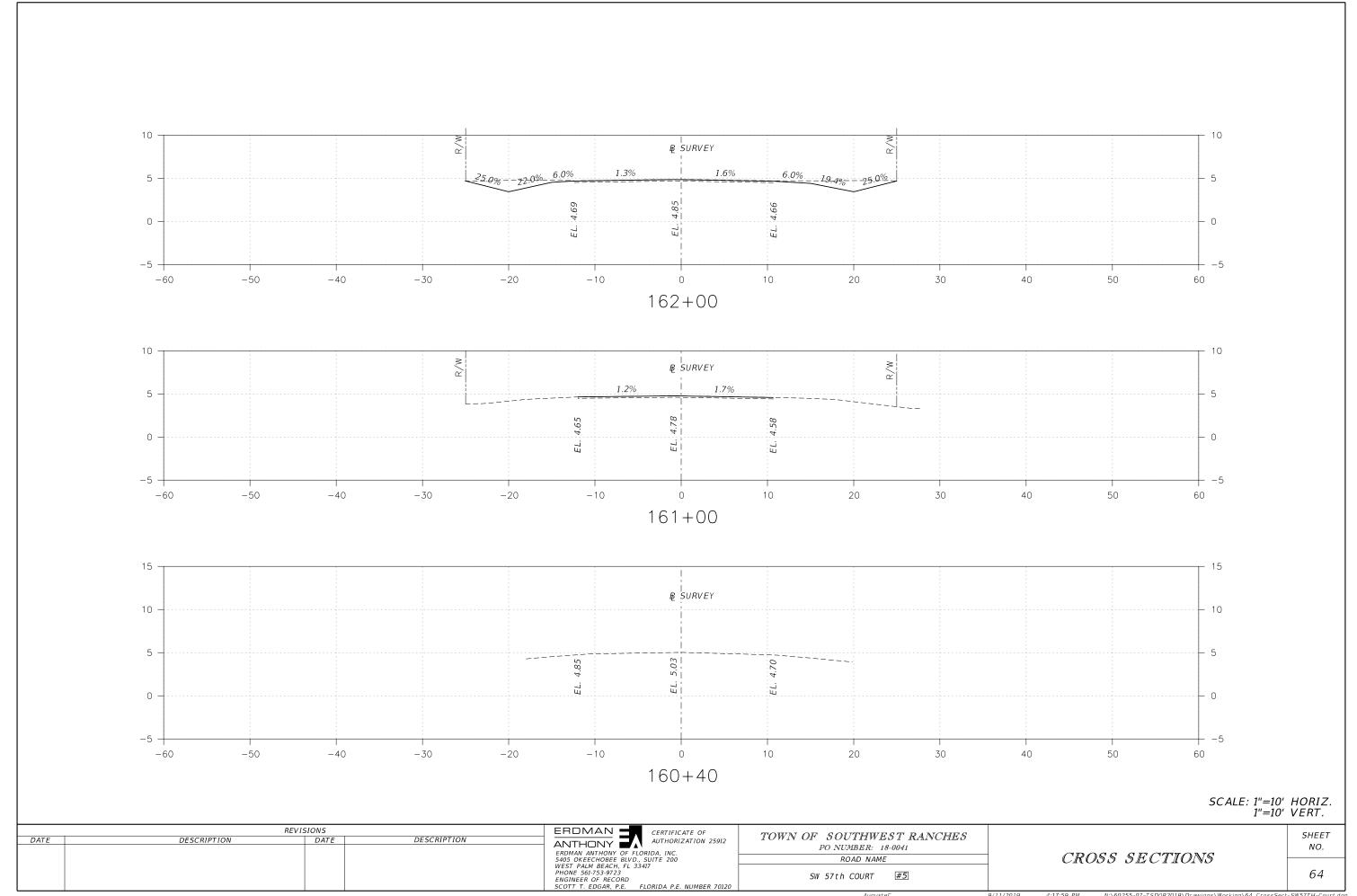


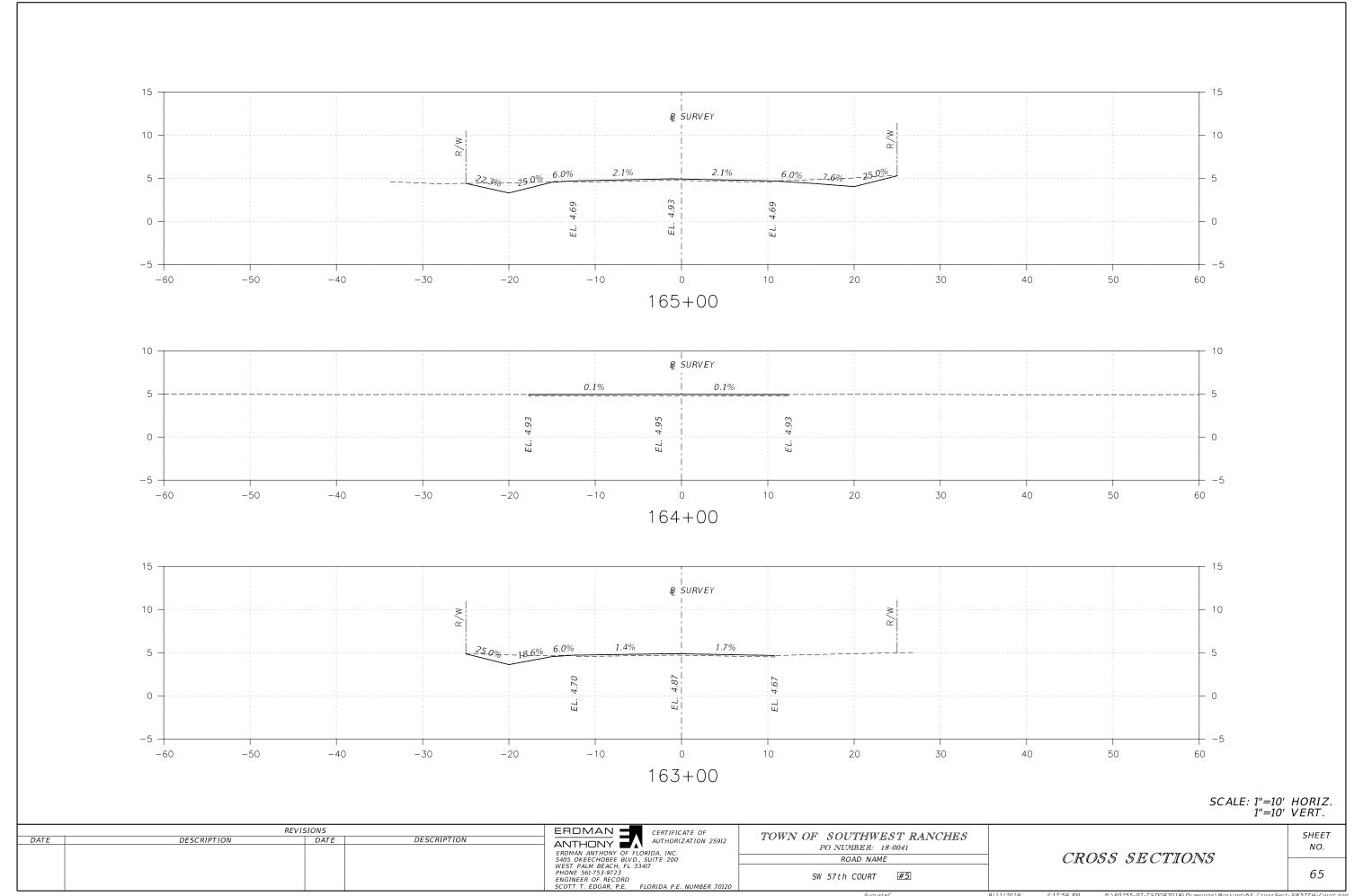


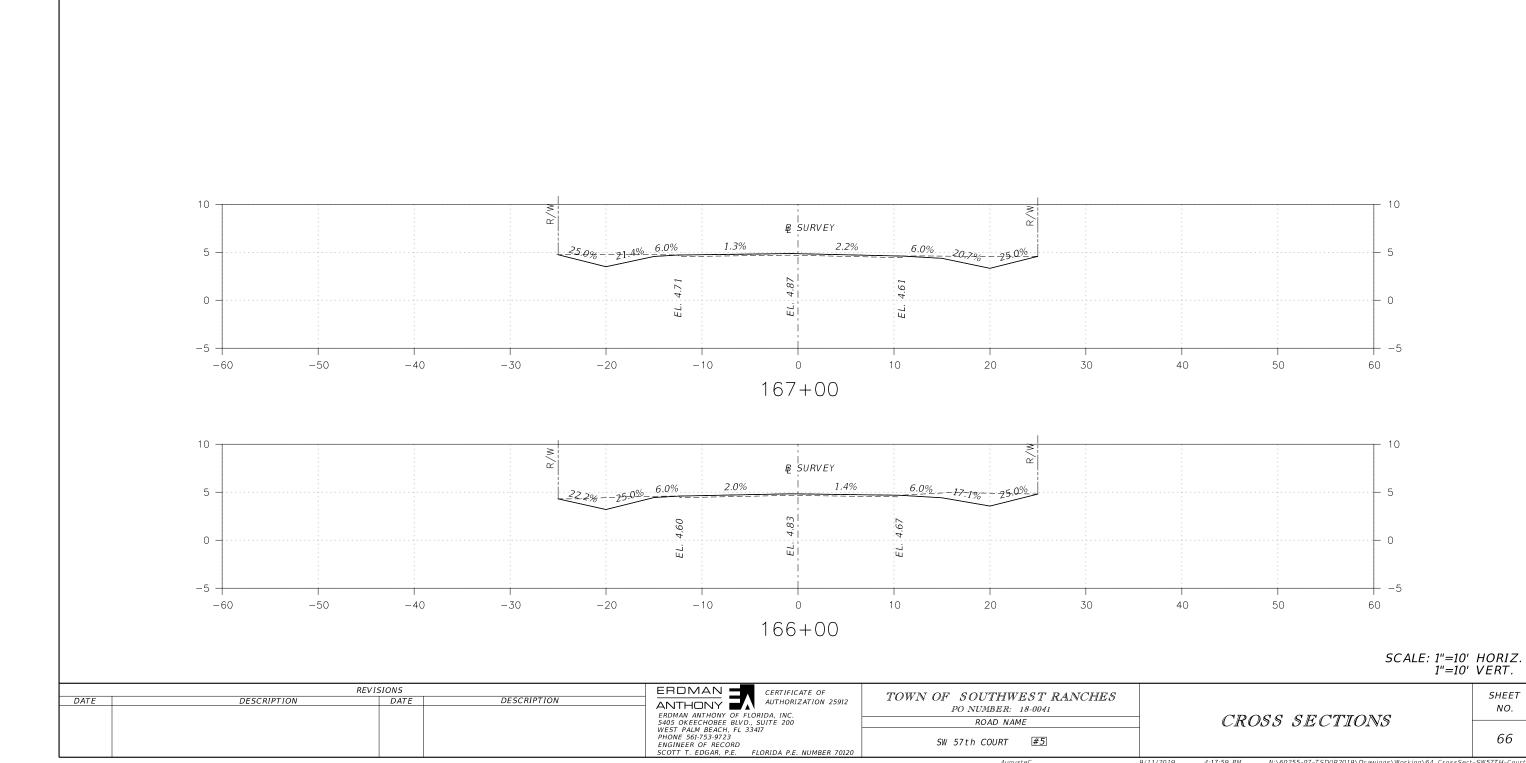




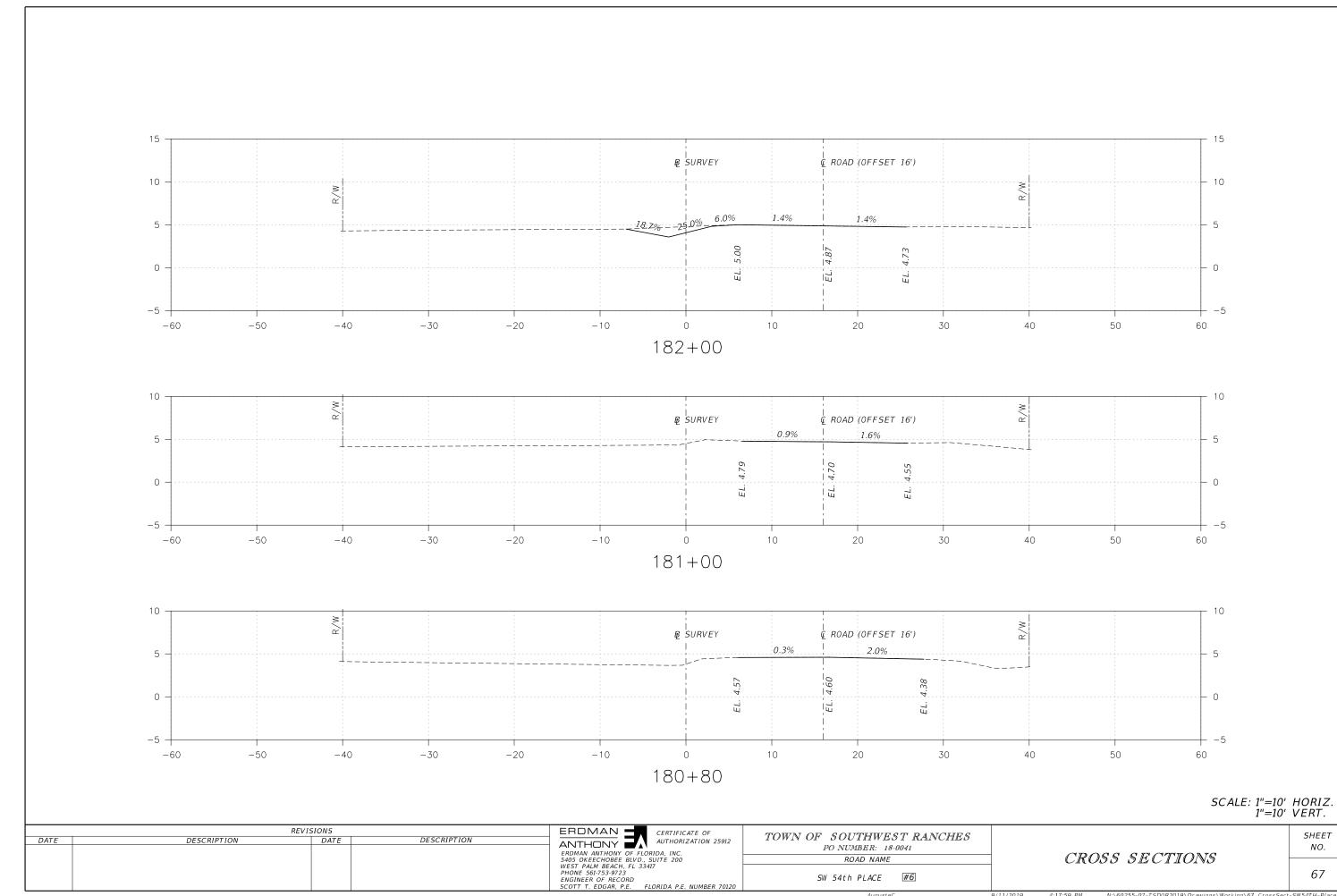
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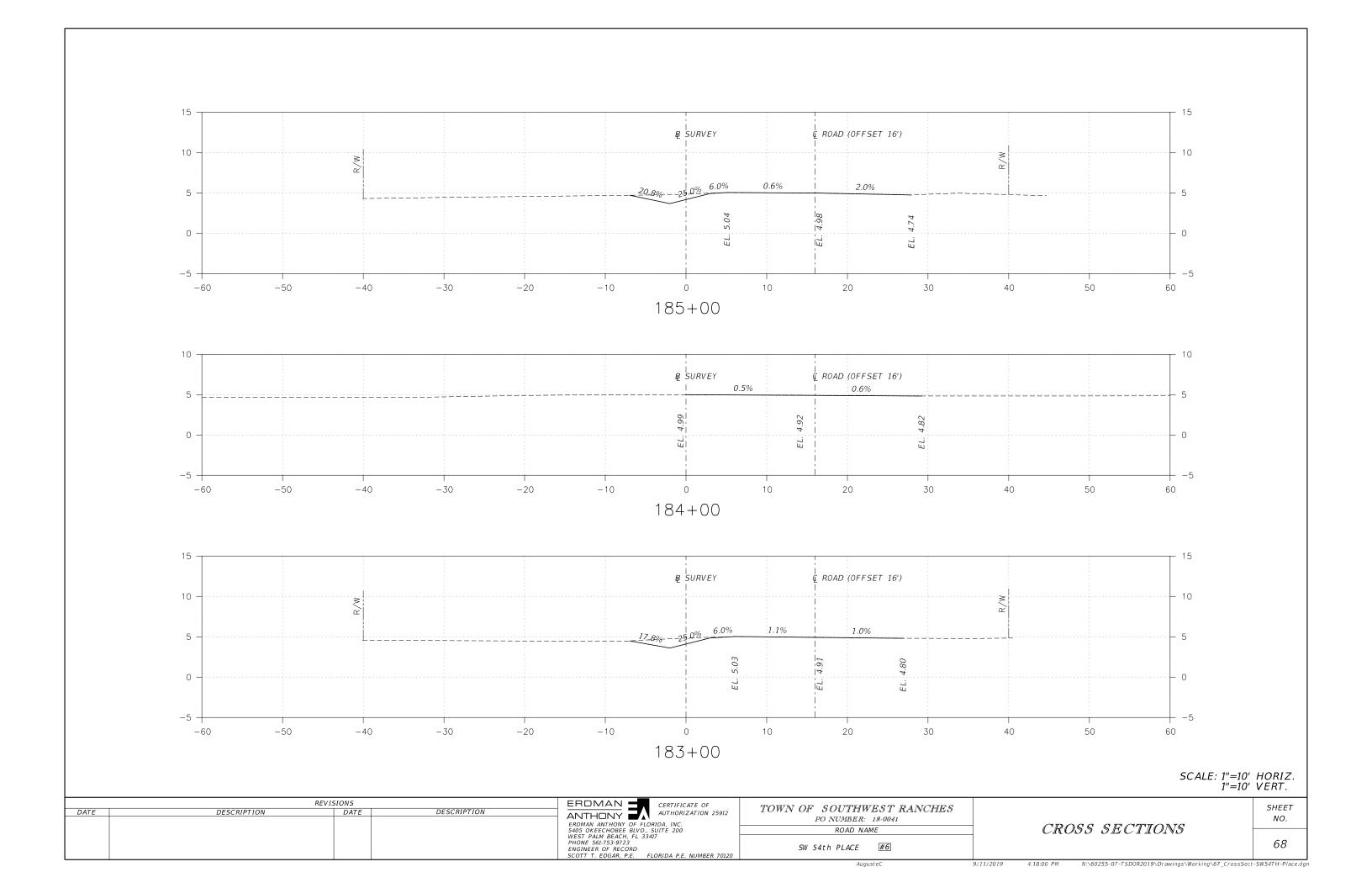


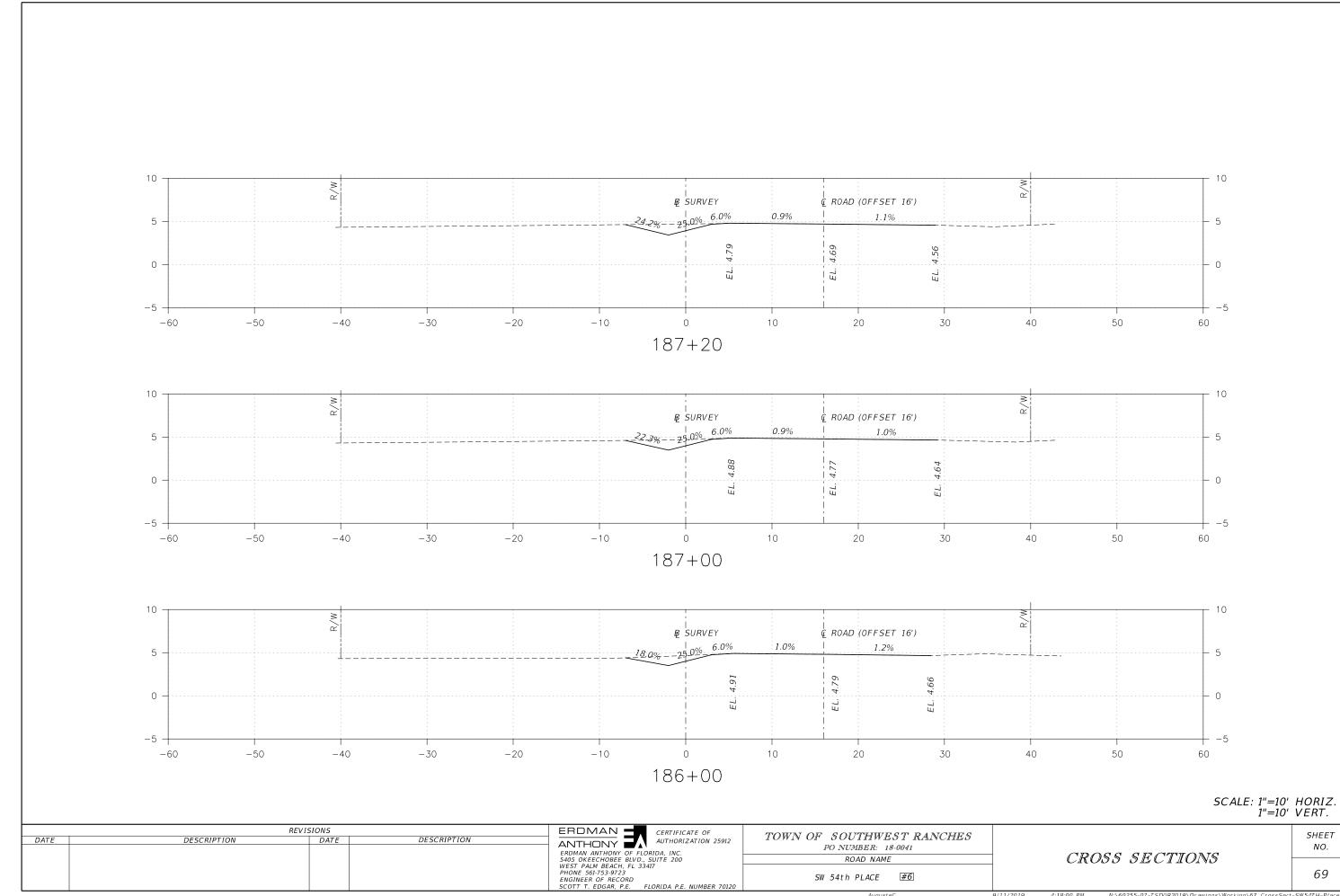


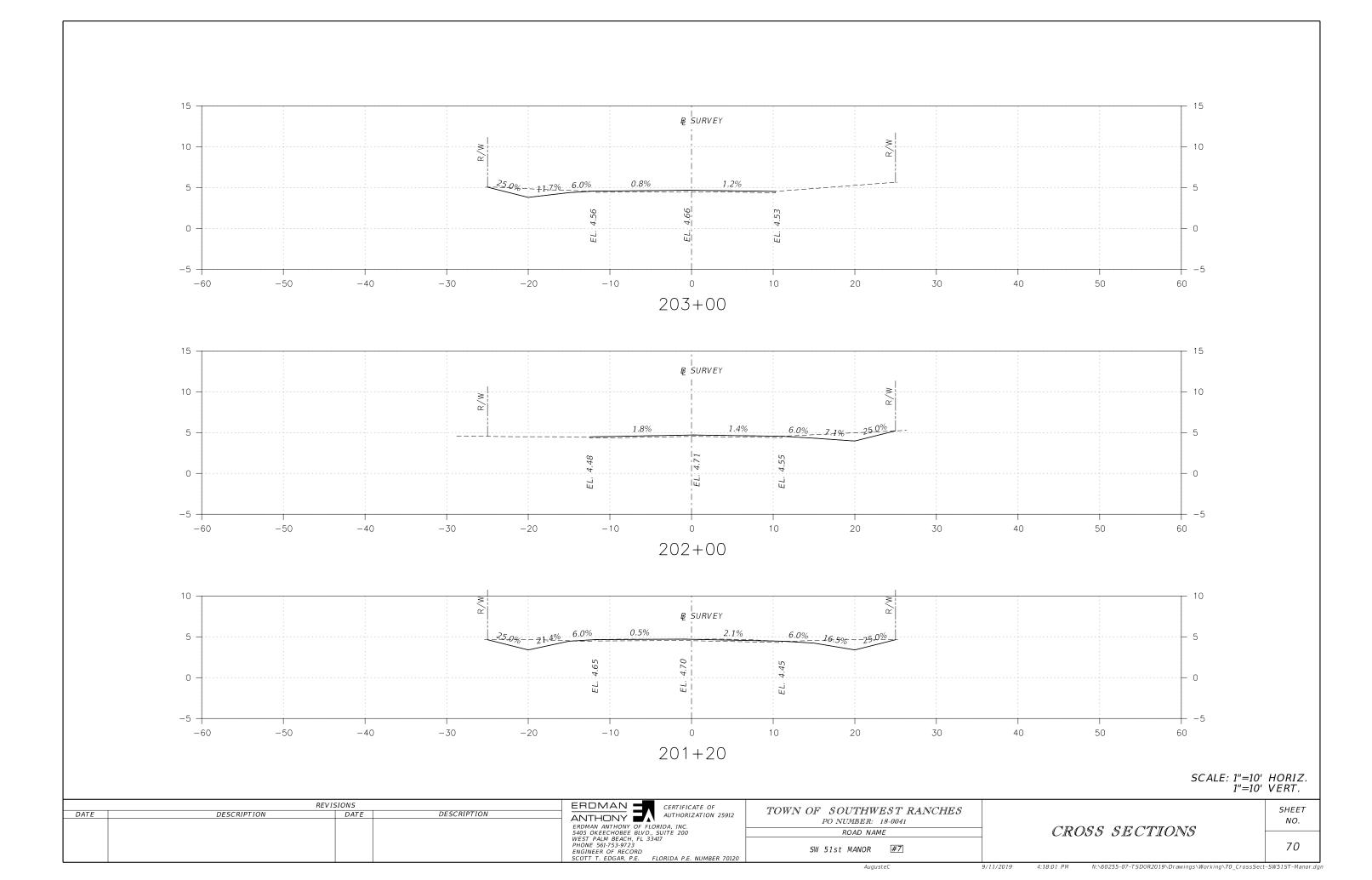


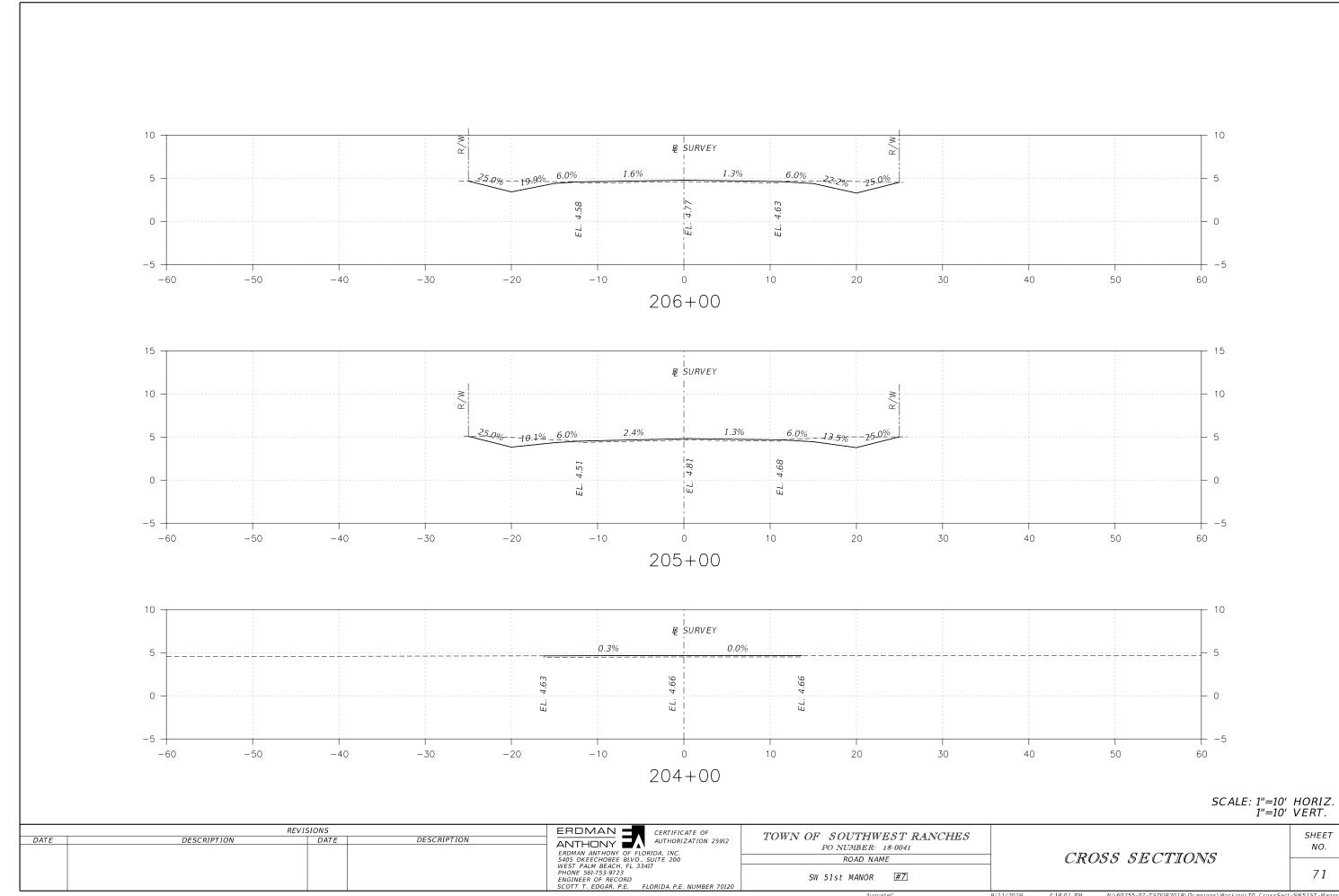
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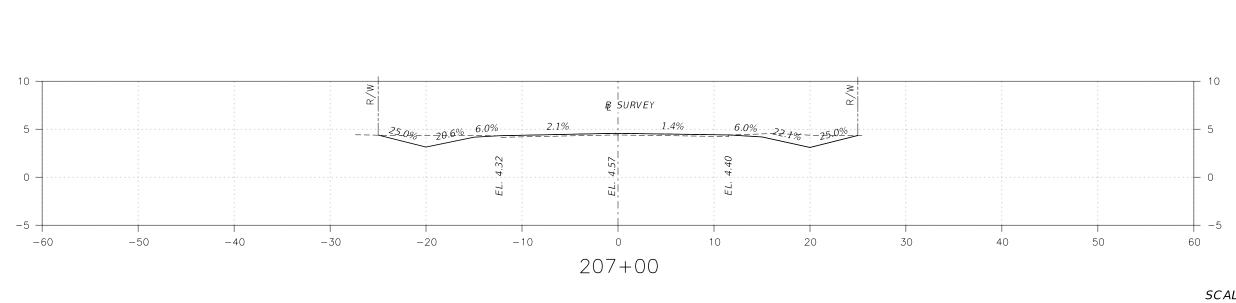








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SCALE: 1"=10' HORIZ. 1"=10' VERT.

		SIONS		ERDMAN CERTIFICATE OF	TOWN OF SOUTHWEST RANCHES		SHEET
DATE	DESCRIPTION	DATE	DESCRIPTION	ANTHONY AUTHORIZATION 25912	PO NUMBER: 18-0041		NO.
				ERDMAN ANTHONY OF FLORIDA, INC. 5405 OKEECHOBEE BLVD., SUITE 200	ROAD NAME	CROSS SECTIONS	
				WEST PALM BEACH, FL 33417 PHONE 561-753-9723 ENGINEER OF RECORD	SW 51st MANOR #7		72
				SCOTT T. EDGAR, P.E. FLORIDA P.E. NUMBER 70120			

SITE DESCRIPTION

1.A. NATURE OF CONSTRUCTION ACTIVITY

THIS PROJECT CONSISTS OF ROADWAY WIDENING AND RECONSTRUCTION WITH ASPHALT PAVEMENT AND MILLING AND RESURFACING.

1.B SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES

IN REFERENCE TO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW UNIESS HE/SHE PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL TO OR BETTER AT CONTROLLING EROSION AND TRAPPED SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

PHASE 1

WORK ACTIVITIES INCLUDE CLEARING AND GRUBBING, AND SOD.

PHASE 2

WORK ACTIVITIES DURING THIS PHASE INCLUDE MILLING AND RESURFACING ASPHALT PAVEMENT, PAVEMENT RECONSTRUCTION AND REPLACING PAVEMENT MARKINGS.

2.A.1 STABILIZATION PRACTICES

EROSION CONTROLS SHALL BE INSTALLED AS REQUIRED. CONTROLS SHALL BE INSTALLED PRIOR TO EARTH DISTURBING ACTIVITIES BEGINNING IN A GIVEN AREA.

THE DESCRIPTION OF CONTROLS FOR MAJOR SOIL DISTURBING ACTIVITIES IS FOUND IN THIS SECTION. HOWEVER, AS WORK CONTINUES THE CONTRACTOR, WITH THE PROJECT ENGINEER'S APPROVAL, MAY MODIFY THE PLANS TO COMPENSATE FOR UNFORESEEN CIRCUMSTANCES.

IN REFERENCE TO FDOT STANDARD SPECIFICATION, SECTION 104 PART OF THE CONTRACTORS EROSION CONTROL PLAN SHALL INCLUDE CONTROL PLANS FOR MATERIALS BROUGHT IN TO THE SITE AND A DESCRIPTION OF CONSTRUCTION OPERATIONS AND PHASING. FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS BEFORE INITIATING ANY WORK ACTIVITY. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

IN SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 14 DAYS, IN PORTIONS OF SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY.

* N/A

PERMANENT.

- * CONCRETE PLACED ON SURFACE OF PREPARED AREA.
- * SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FORM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY.

* N/A

PERMANENT:

- * S0D
- * STORM DRAINAGE

2.B STORM WATER MANAGEMENT PERMANENT STORM WATER PREVENTION SYSTEMS WILL CONSIST OF:

1. DRAINAGE SWALES, INLETS AND PIPES.

2.C OTHER CONTROLS

THE CONTRACTOR SHALL PRACTICE GOOD HOUSEKEEPING BY INSTITUTING A CLEAN ORDERLY CONSTRUCTION SITE. THE FOLLOWING CONTROLS SHALL BE IMPLEMENTED TO FURTHER REDUCE POLLUTION AT THE PROJECT SITE

2.C.1 WASTE DISPOSAL DISCHARGE OF MATERIALS TO SURFACE WATERS

NO CONSTRUCTION MATERIAL SHALL BE DISCHARGED TO WATERS OF THE STATE UNLESS AUTHORIZED BY A SECTION 404 PERMIT AND/OR THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMIT. ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN AN APPROVED UPLAND LOCATION. BUILDING MATERIAL SHALL NOT BE DISPOSED OF IN WETLANDS OR BURIED ON-SITE.

	REV	SIONS		ERDMAN - CERTIFICATE OF
ATE	DESCRIPTION	DATE	DESCRIPTION	ANTHONY ERDMAN ANTHONY OF FLORIDA, INC. 5405 OKEECHOBEE BLVD., SUITE 200 WEST PALM BEACH. FL 33417
				PHONE 561-753-9723 ENGINEER OF RECORD SCOTT T. EDGAR, P.E. FLORIDA P.E. NUMBER 70120

5912

TOWN OF SOUTHWEST RANCHES PO NUMBER: 18-0041 ROAD NAME

STORM WATER POLLUTION PREVENTION PLAN

SHEET NO.

73

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2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL

THE CONTRACTOR SHALL TAKE MEASURES TO INSURE THE CLEANUP OF SEDIMENTS
THAT HAVE BEEN TRACKED BY VEHICLES OR HAVE BEEN TRANSPORTED BY WIND
OR STORM WATER ABOUT THE SITE OR INTO NEARBY ROADWAYS. STABILIZED
CONSTRUCTION ENTRANCES AND CONSTRUCTION ROADS AS APPROPRIATE SHALL
BE IMPLEMENTED IN ORDER TO REDUCE OFF SITE TRACKING. LOADED HAUL TRUCKS
SHALL BE COVERED WITH TARPAULIN. EXCESS DIRT ON THE ROAD SHALL BE
SEMONED DAILY

THE CONTRACTOR SHALL PROVIDE A PROJECT SPECIFIC HAZARDOUS MATERIALS SPILL CONTROL PLAN IN ORDER TO ADDRESS THE HANDLING OF HYDROCARBON AND HAZARDOUS MATERIALS. PETROLEUM PRODUCTS SHALL BE STORED IN COVERED AREAS WITH SECONDARY CONTAINMENT SURROUNDING CONTAINER. TOXIC/HAZARDOUS MATERIALS EXPOSED DURING CONSTRUCTION ACTIVITIES SHALL BE HANDLED AS PER THE FOOT STANDARD SPECIFICATIONS FOR RODA AND BRIDGE CONSTRUCTION.

2.C.3 WASTE DISPOSAL

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL AND SANITARY SEWER OR SEPTIC SYSTEMS.

THE CONTRACTOR SHALL DEMONSTRATE PROPER DISPOSAL OF ALL CONSTRUCTION
WASTE GENERATED WITHIN THE PROJECT LIMITS. WASTE MAY INCLUDE, BUT NOT BE
LIMITED TO, VEGETATION FROM CLEARING AND GRUBBING ACTIVITIES, PACKAGING
MATERIALS, SCRAP BUILDING MATERIALS, LITTER FROM TRAVELING PUBLIC, SEWAGE
FROM SANITARY FACILITIES, HERBICIDES AND PESTICIDES AND THEIR CONTAINERS AND
HYDROCARBON PRODUCTS. CONTRACTOR SHALL DESIGNATE A WASTE COLLECTION AREA
ON SITE AND DELINEATE THE AREA ON THE SWPPP SITE MAP.

SANITARY/SEPTIC FACILITIES SHALL BE PROVIDED AND MAINTAINED IN A NEAT AND SANITARY CONDITION FOR THE USE OF THE CONTRACTOR'S EMPLOYEES AS NECESSARY TO COMPLY WITH THE REQUIREMENTS AND REGULATIONS OF THE STATE AND LOCAL BOARDS OF HEALTH. A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY STATE REGULATIONS WILL COLLECT ALL SANITARY WASTE FROM

THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES WITH AN ADEQUATE NUMBER OF LITTER CONTAINERS WITH LIDS AT THE STAGING STOCKPILE AND FIELD OFFICE AREAS. WASTE COLLECTION WILL BE SCHEDULED SO THAT CONTAINERS ARE EMPTY PRIOR TO OVERFLOW. SPILLED LITTER CONTAINERS WILL BE CLEANED UP IMMEDIATELY.

2.C.4 FERTILIZERS AND PESTICIDES

IN SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF EITHER SECTION 570, 575 OR 580 OF THE SPECIFICATIONS.

THE APPLICATION AND HANDLING OF HERBICIDES AND PESTICIDES SHALL BE IN COMPLIANCE WITH THE MANUFACTURER RECOMMENDED METHOD AND IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. HERBICIDE AND PESTICIDES STORED ON SITE SHALL HAVE THEIR ORIGINAL CONTAINERS WITH PRODUCT LABEL INTACT.

2.6.6 APPROVED STATE. LOCAL PLANS OR STORM WATER PERMITS

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

CONTRACTOR SHALL PROVIDE EQUIPMENT NECESSARY TO CONTAIN AND CLEAN UP SPILLS OF HAZARDOUS MATERIALS, INCLUDING PETROLEUM PRODUCTS. SPILLS SHALL BE CONTAINED AND CLEANED UP IMMEDIATELY AFTER THEY OCCUR. SPILL MATERIAL AND THE EQUIPMENT USED TO CLEAN UP THE SPILL SHALL NOT COME IN CONTACT WITH SURFACE WATERS OR BE INTRODUCED INTO STORM WATER. DISPOSAL OF SURPLUS PRODUCTS WILL BE DONE ACCORDING TO MANUFACTURER RECOMMENDED METHOD.

CONTRACTOR SHALL PROVIDE A PROJECT SPECIFIC HAZARDOUS MATERIALS SPILL PLAN IN ORDER TO ADDRESS THE HANDLING OF HYDROCARBON AND HAZARDOUS MATERIALS. PETROLEUM PRODUCTS SHALL BE STORED IN COVERED AREAS WITH SECONDARY CONTAINMENT SURROUNDING CONTAINER. TOXIC/HAZARDOUS MATERIALS EXPOSED DURING CONSTRUCTION ACTIVITIES SHALL BE HANDLED AS PER THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

3. MAINTENANCE

THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

* INLET PROTECTION SYSTEM: SHALL BE PLACED AT INLETS EXPOSED TO POTENTIAL ERODED MATERIAL. THEY SHALL BE MAINTAINED UNTIL SUCH TIME THAT SOILS HAVE BEEN COVERED AND ALL DANGER OF RECEIVING SEDIMENT FROM CONSTRUCTION RUNOFF HAS BEEN ELIMINATED.

* SODDING (BAHIA) SOD SHALL BE PLACED AND MAINTAINED PER SECTION 575 DURING THE FIRST WEEK, IN ABSENCE OF ADEQUATE RAINFALL, WATERING SHALL BE PERFORMED AS OFTEN AS NECESSARY TO MAINTAIN MOIST SOIL TO A DEPTH OF AT LEAST 4 INCHES, AFTER WHICH ROUTINE WATERING WILL BE REQUIRED FOR MAINTENANCE PER DIRECTION FROM THE ENGINEER.

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ONCE THEY HAVE SERVED THEIR PURPOSE. THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE AS PER NPDES PERMIT REQUIREMENTS.

4. INSPECTION

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT PRODUCES 0.50 INCHES OR MORE OF RAIN. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT CONTROLS INSTALLED IN THE FIELD TO ASSURE THEY COMPLY WITH THE STORM WATER POLLUTION PREVENTION PLAN. THE FOLLOWING ITEMS WILL BE INSPECTED:

4.A AREAS INSPECTOR SHOULD INVESTIGATE

- * POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES
- * POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS.
- * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED
- * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- * STRUCTURAL CONTROLS
- * STORM WATER MANAGEMENT SYSTEMS
- * LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER. IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES AS APPROVED BY THE ENGINEER.

5. NON-STORM WATER DISCHARGES

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORM WATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES.) THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORM WATER DISCHARGES. IF CONTRACTOR SOIL OR GROUNDWATER IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR IS TO CEASE OPERATIONS IN THAT AREA. THE CONTRACTOR SHALL CONTACT THE STOP PROJECT ENGINEER.

SFWMD MASTER PERMIT HAS BEEN OBTAINED FOR DE-WATERING. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN A MODIFIED PERMIT IF HE DOES NOT MEET THE CONDITIONS OF THE MASTER PERMIT. THE CONTRACTOR SHOULD BE AWARE THAT MODIFICATIONS TO THE TRAFFIC CONTROL PLANS MAY REQUIRE THE CONTRACTOR TO MODIFY THE SWPPP. THE CONTRACTOR'S MODIFIED SWPPP MUST RECEIVE APPROVAL FROM THE FOOT ENVIRONMENTAL MANAGEMENT PERSONNEL BEFORE IMPLEMENTATION.

THE CONTRACTOR IS RESPONSIBLE TO DEVELOP A DE-WATERING SYSTEM THAT PROVIDES PRE TREATMENT OF EFFLUENT PRIOR TO DISCHARGE INTO ADJACENT SURFACE WATERS. THE CONTRACTOR'S DE-WATERING METHOD MUST MEET ALL FEDERAL, STATE, AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING THIS PRACTICE INCLUDING THE USE OF PERMITTED OUTFALL STRUCTURES. IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE AND APPLY FOR A DE-WATERING PERMIT WITH THE APPROPRIATE WATER MANAGEMENT DISTRICT.

IT IS THE CONTRACTORS RESPONSIBILITY TO DESIGNATE AN AREA WITHIN THE PROJECT LIMITS FOR CONCRETE TRUCK WASHOUT ACTIVITIES. THIS AREA SHALL PROVIDE EROSION CONTROL DEVICES THAT PREVENT CONTACT BETWEEN CONCRETE WASHOUT MATERIALS AND STORM WATER AND/OR SURFACE WATERS.

6.0 CONTRACTORS SUBMITTAL

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP AN EROSION CONTROL PLAN THAT PROVIDES A DETAILED DESCRIPTION OF ALL EROSION AND SEDIMENT CONTROLS, BEST MANAGEMENT PRACTICES, AND MEASURES THAT WILL BE IMPLEMENTED AT THE CONSTRUCTION SITE FOR EACH ACTIVITY IDENTIFIED IN SECTION 1.B. SEQUENCE OF SOIL DISTURBING ACTIVITIES. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TIME FRAMES IN WHICH THE CONTROLS WILL BE IMPLEMENTED, MAINTAINED AND REMOVED. THIS INFORMATION SHALL BE KEPT AT THE PROJECT FIELD OFFICE IN ORDER FOR THE PROJECT TO BE CONSIDERED IN COMPLIANCE WITH THE FDEP GENERAL PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES. THE CONTRACTOR SHALL ALSO INCLUDE WITH THE EROSION PLAN THE LOCATIONS OF ANY STAGING AREAS, SPOIL AREAS, STOCKPILE YARDS AND STABILIZATION PRACTICES FOR THERES SITES.

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE FOLLOWING ITEMS

- COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH THE ORIGINAL CERTIFICATION SIGNATURES.
- 2. COPY OF THE CONTRACTORS EROSION CONTROL PLAN
- 3. HAZARDOUS SPILL CONTROL PLAN WITH GUIDELINES ON CONTACTING THE 24 HOUR EMERGENCY RESPONSE PROGRAM FOR HAZARDOUS MATERIAL SPILLS. THIS SHALL INCLUDE COPIES OF DISCHARGE NOTIFICATIONS THAT HAVE OCCURRED WITHIN THE PROJECT LIMITS.
- 4. COMPLETED INSPECTION FORMS.

THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE FOLLOWING ITEMS TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN ORDER FOR THE NPDES PERMIT TO BE PROCESSED.

- FDEP FORM 62-621.300(4)b NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. THIS NOTICE OF INTENT SHALL BE SIGNED BY THE CONTRACTOR.
- 2. THE PERMITTING FEE OF \$400.00 FOR PROJECTS THAT CLEAR AND GRUB MORE THAN FIVE ACRES, \$250.00 FOR PROJECTS THAT CLEAR AND GRUB BETWEEN 1 AND 5 ACRES.

	REVI:	SIONS		ERDMAN - CERTIFICATE OF	TOWN OF CONTRIBUTED DANGIES	
DATE	DESCRIPTION	DATE	DESCRIPTION	ANTHONY AUTHORIZATION 25912	TOWN OF SOUTHWEST RANCHES PO NUMBER: 18-0041	67
				ERDMAN ANTHONY OF FLORIDA, INC. 5405 OKEECHOBEE BLVD., SUITE 200	ROAD NAME	
				WEST PALM BEACH, FL 33417 PHONE 561-753-9723		
				ENGINEER OF RECORD SCOTT T. EDGAR, P.E. FLORIDA P.E. NUMBER 70120		

STORM WATER POLUTION
PREVENTION PLAN

SHEET NO.

74

orugh appropriate title verification.

OTE: Lands shown hereon were not abstracted for right-of-w



LOCATION MAP & PROJECT DESCRIPTION

PORTIONS OF SECTIONS 25 & 36, TOWNSHIP 50 SOUTH, RANGE 39 EAST, AND A PORTION OF SECTION 1, TOWNSHIP 51 SOUTH, RANGE 39 EAST, BROWARD COUNTY, FLORIDA.

THIS PROJECT COVERS A PORTION OF THE RIGHTS-OF-WAY FOR SW 188TH AVENUE FROM GRIFFIN ROAD SOUTH TO THE END OF THE EXISTING PAVEMENT WHICH ENDS APPROXIMATELY 330 FEET SOUTH OF SW 63RD STREET, IT ALSO INCLUDES PORTIONS OF SW 186TH WAY, SW 185TH WAY SW 63RD STREET, STIRLING ROAD, SW 57TH COURT, SW 54TH PLACE, SW 51ST MANOR, SW 49TH STREET, AND GRIFFIN ROAD AS SHOWN ON THE LOCATION MAP ON THIS SHEET.

CONTROL LEGEND:

.M.	BENCH MARK
D.	IRON PIPE
\mathbb{R}	IRON ROD
➂	NAIL&TAB
Δ	PKNAIL/SPIKE

LEGEND:

ANCHOR
BASKET BALL HOOP
CATV PEDESTAL
CATCH BASIN
CONCRETE POWER POLE
ELECTRICAL PULL BOX
FIBER OPTIC PEDESTAL
FIBER OPTIC PULL BOX
MAILBOX
OUTFALL
PIPE
FIRE DEPARTMENT CONNECTIO
SIGN
TELEPHONE PEDESTAL
TELEPHONE PULL BOX
WOOD POST
WOOD LIGHT POLE
WOOD TELEPHONE POLE
YARD DRAIN
ALUMINUM FENCE
CHAIN LINK FENCE
EDGE OF WATER
GUARDRAIL
HEDGE
OVER HEAD WIRES
STORM SEWER PIPE
TOP OF BANK

ARREVIATION LEGEND

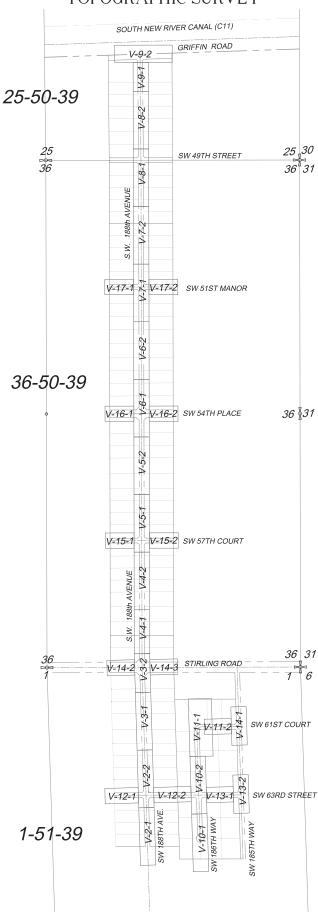
WF WOOD FENCE

- WROUGHT IRON FENCE

----- VINYL FENCE

----- WOOD FENCE

TUUNL	VIATION LLULIND.
AF	ALUMINUM FENCE
BM	BENCHMARK
BOS	BOTTOM OF STRUCTURE
CLF	CHAIN LINK FENCE
CONC	CONCRETE
CMP	CORRUGATE METAL PIPE
ELEV	ELEVATION
FND	FOUND
IE	INVERT ELEVATION
LB	LICENSED BUSINESS
MDCR	MIAMI DADE COUNTY RECORDS
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
PRM	PERMANENT REFERENCE MONUMENT
Pt	POINT
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
RE	RIM ELEVATION
R/W	RIGHT OF WAY
SAN	SANITARY
VF	VINYL FENCE
WIF	WROUGHT IRON FENCE



SURVEYOR'S NOTES:

- 1. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE TOWN OF SOUTHWEST RANCHES FOR THE EXPRESS PURPOSE STATED HEREON AS RELATED TO OUR CRAVEN THOMPSON & ASSOCIATES, INC. SUBCONTRACT AGREEMENT WITH THE TOWN.
- MAPPING UNDER CRAVEN THOMPSON & ASSOCIATES, INC. (CTA) PROJECT NUMBER 18-0006-001-01 2. THIS PROJECT WAS PERFORMED UNDER SAID SUBCONTRACT AGREEMENT FOR SURVEY &
- 3. THE EXPECTED USE OF THIS SURVEY AND MAP IS FOR ROADWAY MILLING AND RESURFACING. THE LINEAR MEASUREMENTS EXCEED THE MINIMUM RELATIVE DISTANCE ACCURACY OF 1 FOOT IN 10,000 FEET.
- 4. THE ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON THE FOLLOWING BENCHMARK OF ORIGIN:
 - SOUTH FLORIDA WATER MANAGEMENT BENCHMARK FOR STRUCTURE S-381. A BRASS SOUTH FLORIDA WATER MININGEMENT BENCHMARK FOR STROCTURE 3-361, A BRA DISC SET IN CONCRETE STAMPED "S-381 2005", LOCATED ON THE NORTHEAST CORNER OF STRUCTURE 5-381, 0.9 MILES EAST OF US HIGHWAY 27 ON THE NORTH SIDE OF GRIFFIN ROAD. ELEVATION=6.049'.

A BENCHMARK LEVEL LOOP USING A TRIMBLE DINI DIGTAL LEVEL WAS RUN BETWEEN THE STATED BENCHMARK AND THE SURVEY CONTROL SHOWN A PREVIOUS SURVEY OF SW 190TH AVENUE IMMEDIATELY ADJACENT TO THE WEST OF THIS PROJECT. A NEW DIGITAL LEVEL BENCH MARK LEVEL LOOP WAS RUN FROM THE PREVIOUS BIGHTALLEVEL BERKIN MARK LEVEL LOOP WAS AND FROM THE PREVIOUS BENCHMARKS ESTABLISHED ON SW 1907H AVENUE AND CONTINUED THROUGH THE SURVEY CONTROL SHOWN ON THE ATTACHED TOPOGRAPHIC SURVEY OF SW 188TH AVENUE TO THIRD ORDER ACCURACY.

- 5. THIS PROJECT WAS PERFORMED IN THE FIELD AND ADJUSTED IN THE OFFICE. THE COORDINATES SHOWN HEREON ARE RELATIVE TO STATE PLANE, FLORIDA EAST ZONE, NAD83 (2011), UNITS U.S. SURVEY FEET, AND BASED ON A GPS STATIC SURVEY AS DEFINED
- 6. A GPS STATIC CONTROL SURVEY WAS PERFORMED HOLDING NGS CONTROL MONUMENTS, CHARLIE (PID AD5766), C409X (PID AD8110), AND T 421 (PID AB7781) FIXED FOR HORIZONTAL POSITION, DURING GPS STATIC CONTROL SURVEY MOBILE LIDAR TARGETS T1 T2, T25 AND T26 WERE OCCUPIED TO ESTABLISH HORIZONTAL POSITIONS. REMAINDER OF LIDAR TARGETS WERE TRAVERSED AND LEVELED THROUGH FOR ESTABLISHING HORIZONTAL AND VERTICAL VALUES. CONVENTIONAL TRAVERSE WAS THEN BALANCED ADJ
- 7. THE PROJECT SURVEY CONTROL WAS ESTABLISHED FOR THE INDIVIDUAL STREETS THE PROJECT SOME CONTROL WAS ESTABLISHED FOR THE INDIVIDUAL STREETS DELINEATED ON EACH SHEET AS BENCHMARKS WITH BOTH HORIZONTAL COORDINATES AND VERTICAL ELEVATIONS. THESE CONTROL POINTS WERE UTILIZED FOR CALIBRATION OF MOBILE LIDAR THAT WAS DRIVEN ON THE PROJECT. THE MOBILE LIDAR DATA WAS CHECKED AND VALIDATED AGAINST THE PROJECT CONTROL AND THEN USED TO EXTRACT THREE-DIMENSIONAL (3D) TOPOGRAPHIC FEATURES ALONG THE ENTIRE ROUTE OF EACH ROADWAY. THE ACCURACY OF THE MOBILE LIDAR CHECKED WITHIN +/- 0.02' FOOT HORIZONTAL & VERTICAL ALONG THE ENTIRE PROJECT LENGTH
- 8. THE BEARINGS SHOWN HEREON REFER TO THE GRID NORTH AND BASED ON THE SOUTH LINE OF SECTION 36-50-39 ALONG STIRLING ROAD HAVING GRID NORTH BEARING OF N. 89° 52′ 28° E.
- 9. RIGHT-OF-WAY LINES ARE BASED ON THE RECORDED PLATS AND FDOT RIGHT-OF-WAY MAPS UTILIZING EXISTING FOUND MONUMENTATION TO DETERMINE A BEST FIT INTERPRETATION AGAINST THE RECORDED DOCUMENTS.
- 10. ALL DOCUMENTS SHOWN HEREON REFER TO THE RECORDED PLATS IN BROWARD COUNTY
- 11. FIELD BOOK (FB) REFERENCES: FB 2910. PAGES 1-33. FB 2913. PAGES 1-10.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS TOPOGRAPHIC SURVEY AND OTHER PERTINENT DATA SHOWN HEREON, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 3.1-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

LAST DATE OF FIELD WORK: 05/10/2018

RICHARD D PRYCE, FOR THE FIRM FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO 4038 CRAVEN THOMPSON & ASSOCIATES, INC.

THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17 FLORIDA ADMINISTRATIVE CODE.

SON AND ASSOCIATES, INC PLANNERS • SURVEYORS SS No.

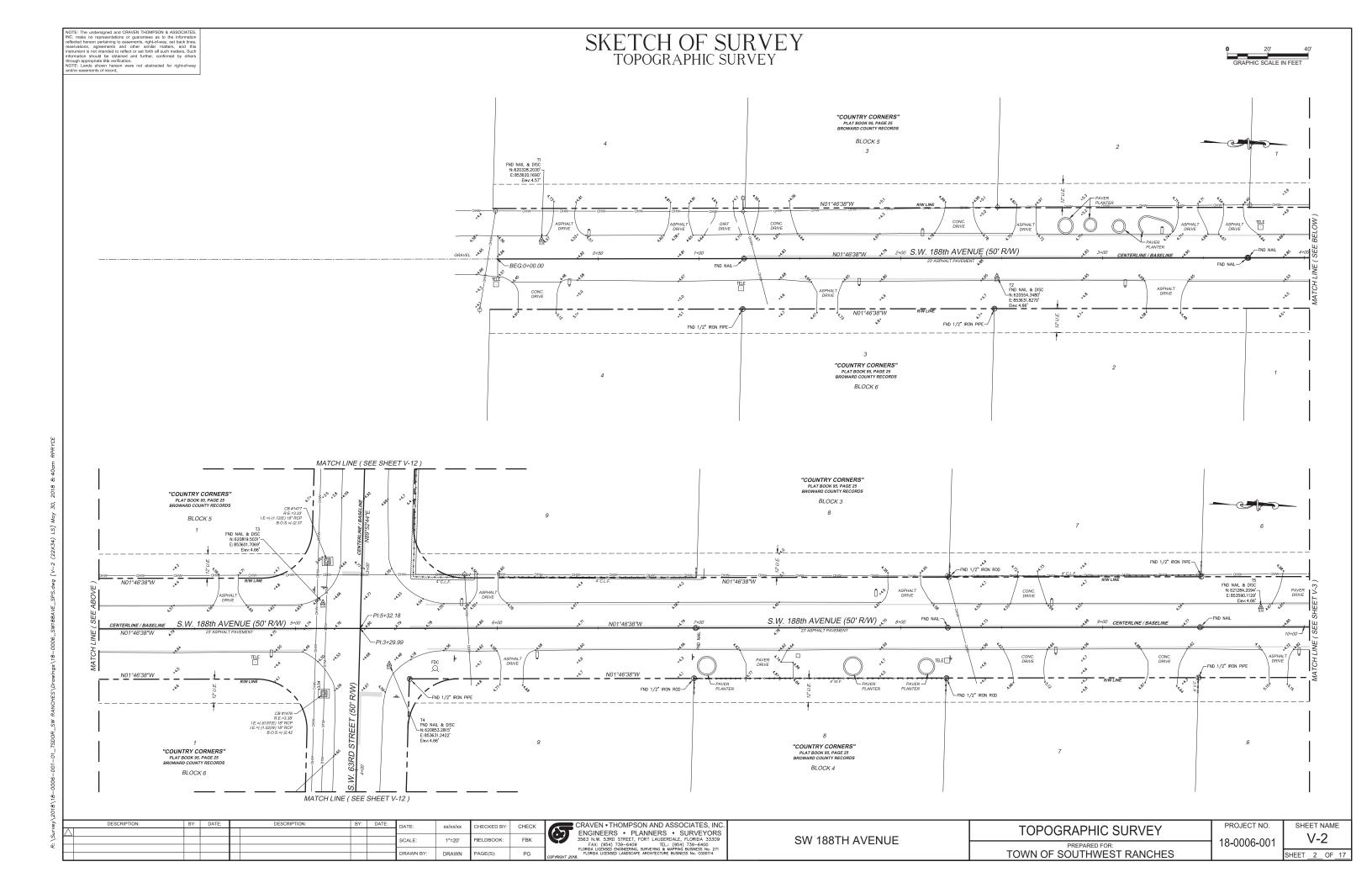


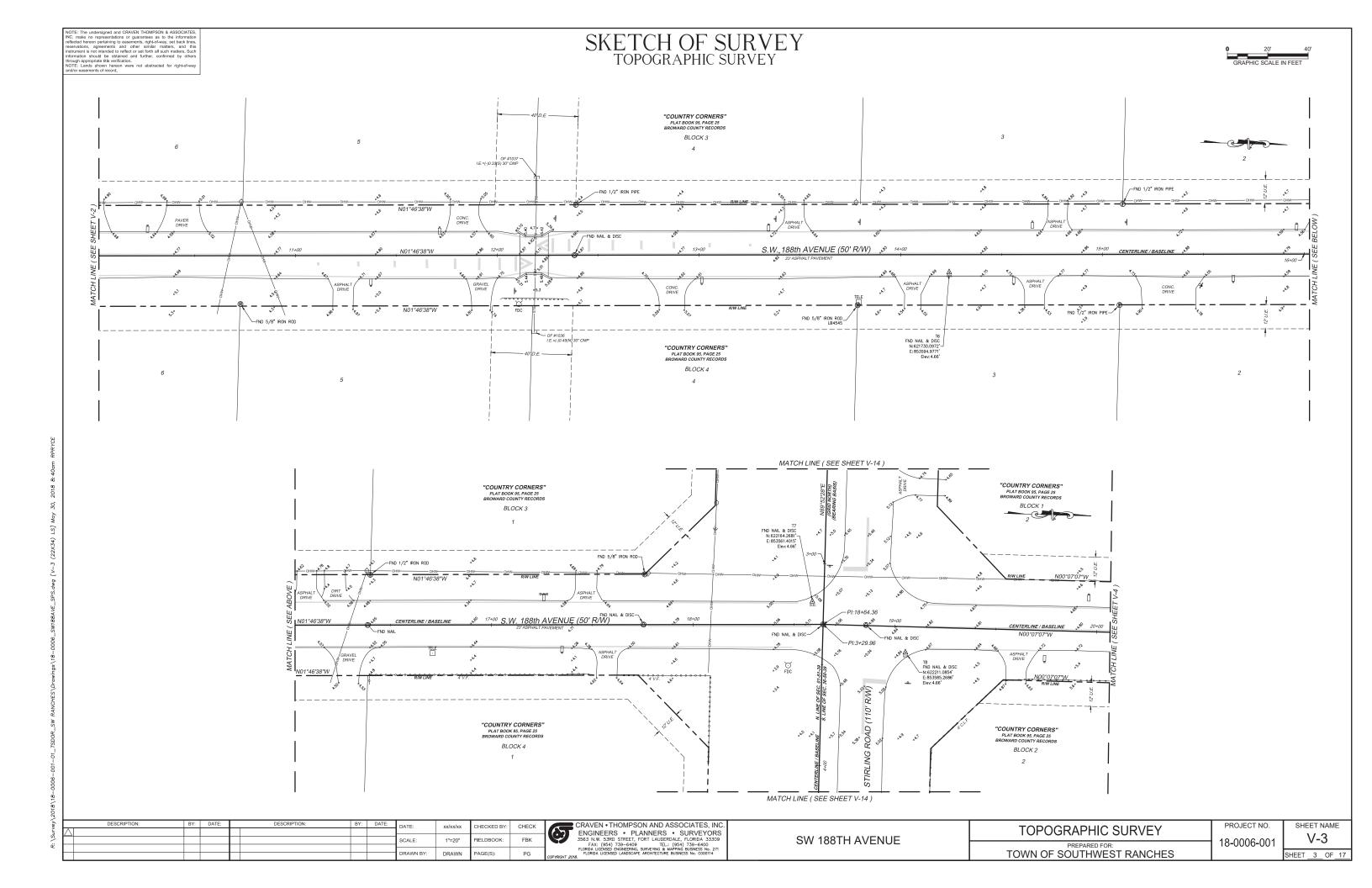
PREPARED FOR: AVENUE TOPOGRAPHIC 188TH / Я TOWN SW

SEAL PROJECT NO. 18-0006-001

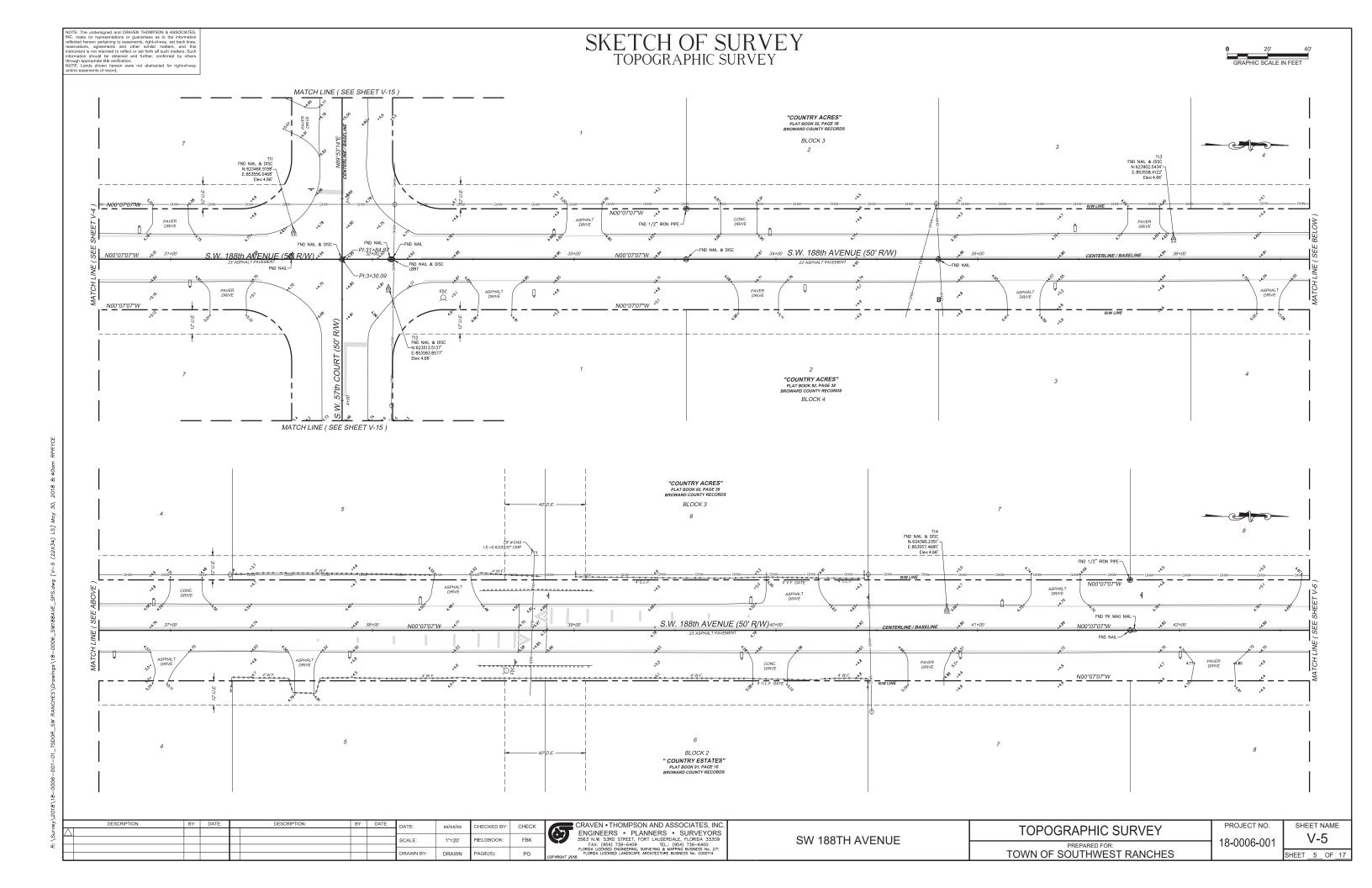
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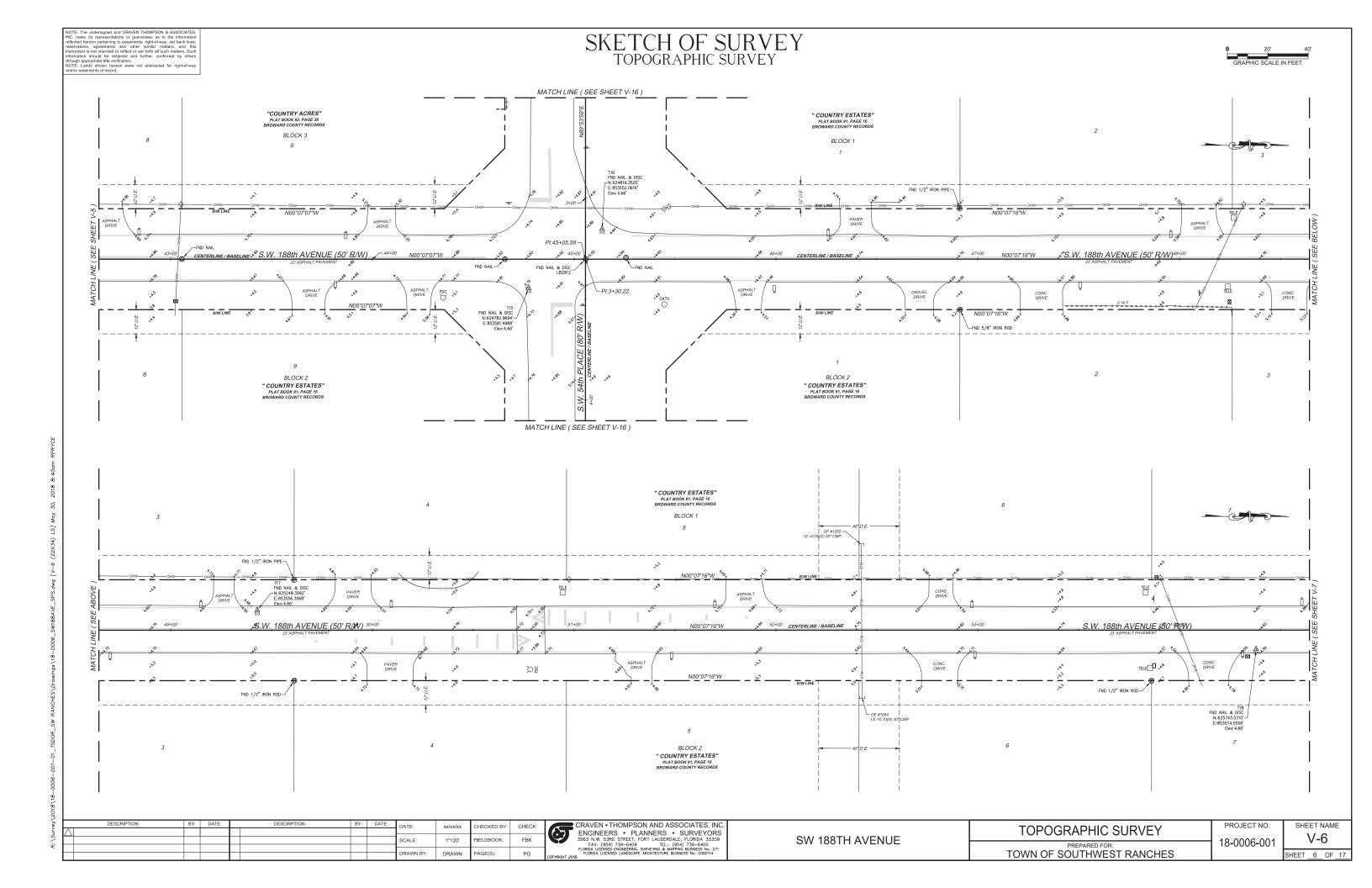
SHEET 1 OF 17

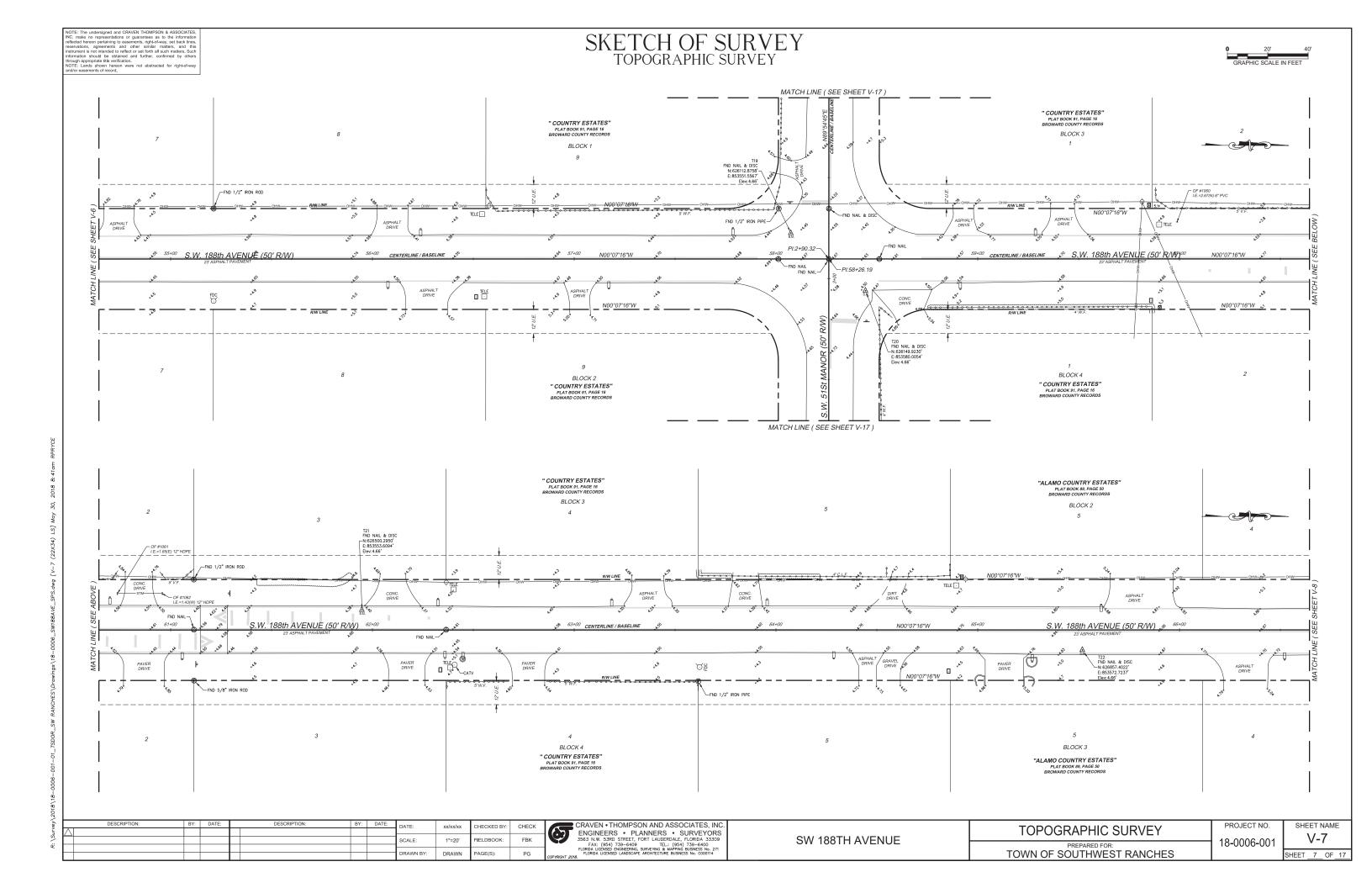


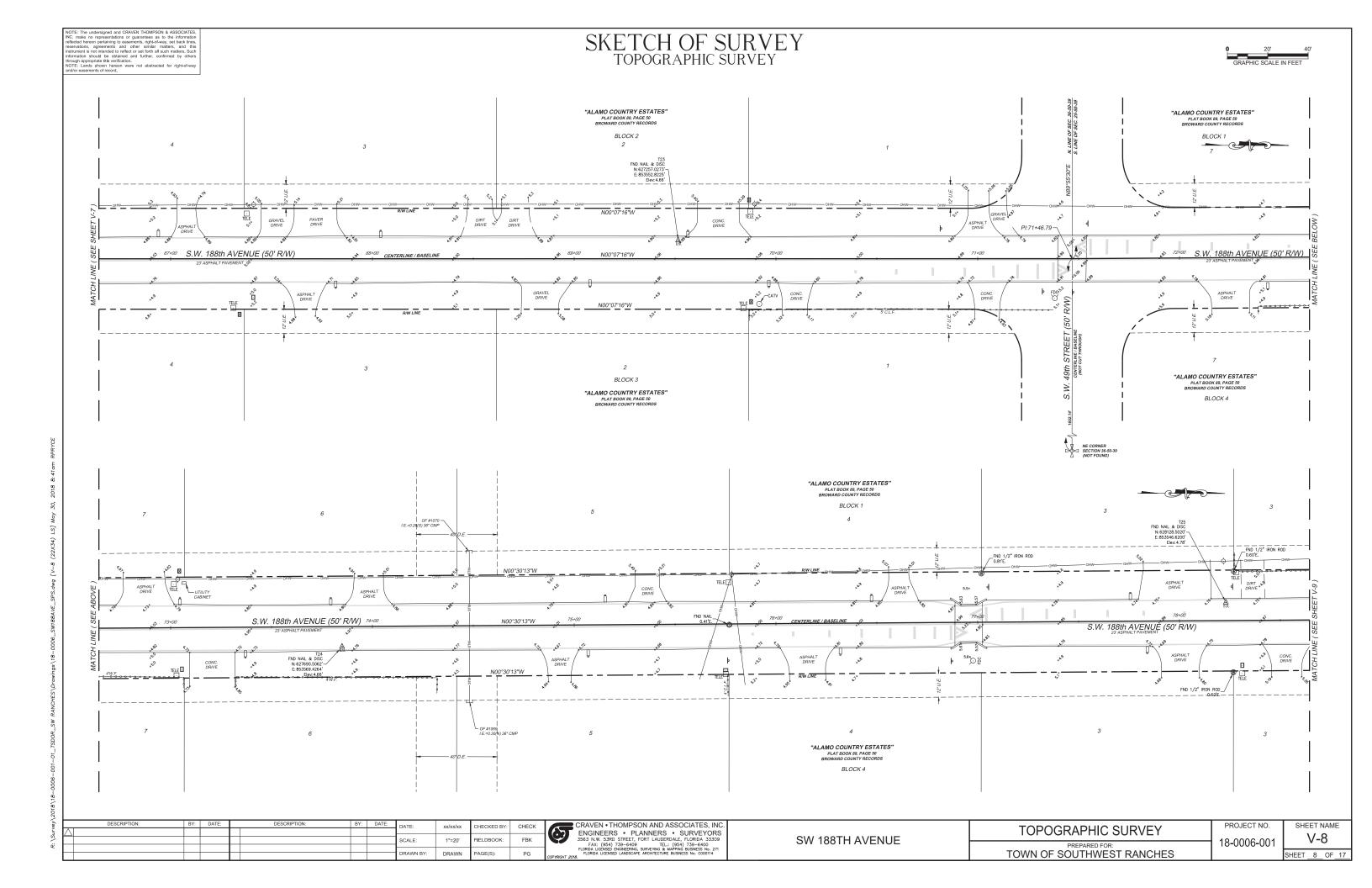


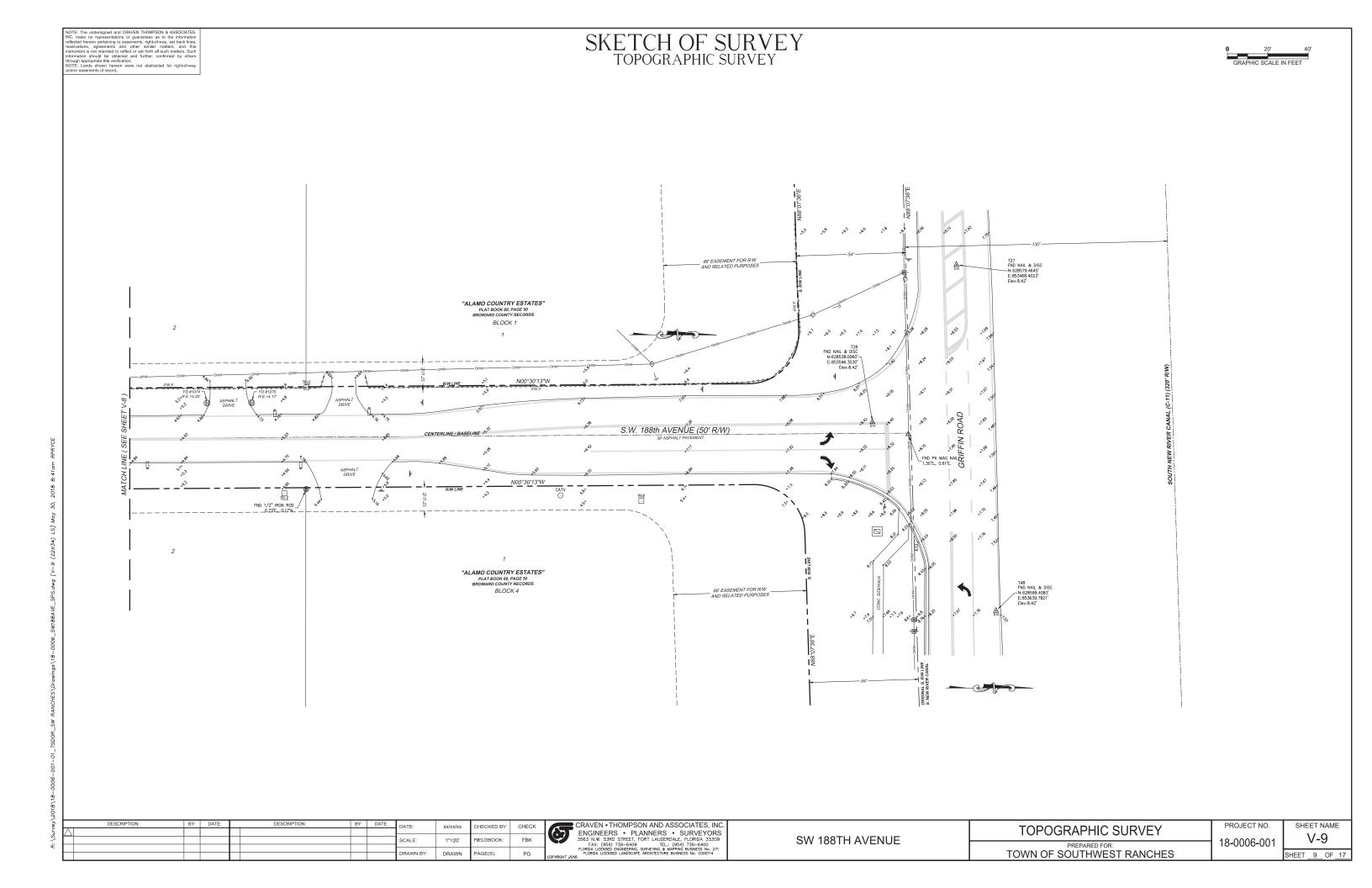
SKETCH OF SURVEY
TOPOGRAPHIC SURVEY name no representations or guarantees as to the Information reflected here operating to essensins, right-of-way, set back lines, reservations, agreements and other similar matters, and this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and further, confirmed by others through appropriate titls verification. NOTE: Lands shown hereon were not abstracted for right-of-way and/or easuments of record. "COUNTRY ACRES" PLAT BOOK 92, PAGE 38 BROWARD COUNTY RECORDS "COUNTRY CORNERS" BLOCK 1 BLOCK 1 FND NAIL & DISC x 9 N: 622603.7516' E: 853561.3355' S.W. 188th AVENUE (50' R/W), \$ 23+00 CONC. DRIVE "COUNTRY ACRES" PLAT BOOK 92, PAGE 38 BROWARD COUNTY RECORDS "COUNTRY CORNERS" PLAT BOOK 95, PAGE 25 BROWARD COUNTY RECORDS BLOCK 2 BLOCK 2 "COUNTRY ACRES" PLAT BOOK 92, PAGE 38 BROWARD COUNTY RECORDS BLOCK 1 FND 5/8" IRON ROD-FND NAIL & DISC_ PLS3487 PAVER DRIVE "COUNTRY ACRES" BLOCK 2 CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3663 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FLORIDA LICHISCH DINDIKERING, SURVEYORS WAPPING BUSINESS No. 271
CORPRIGIT 2018. PROJECT NO. SHEET NAME CHECK CHECKED BY: TOPOGRAPHIC SURVEY V-4 SW 188TH AVENUE 1"=20' FIELDBOOK: FBK 18-0006-001 DRAWN PG TOWN OF SOUTHWEST RANCHES SHEET <u>4</u> OF <u>17</u>

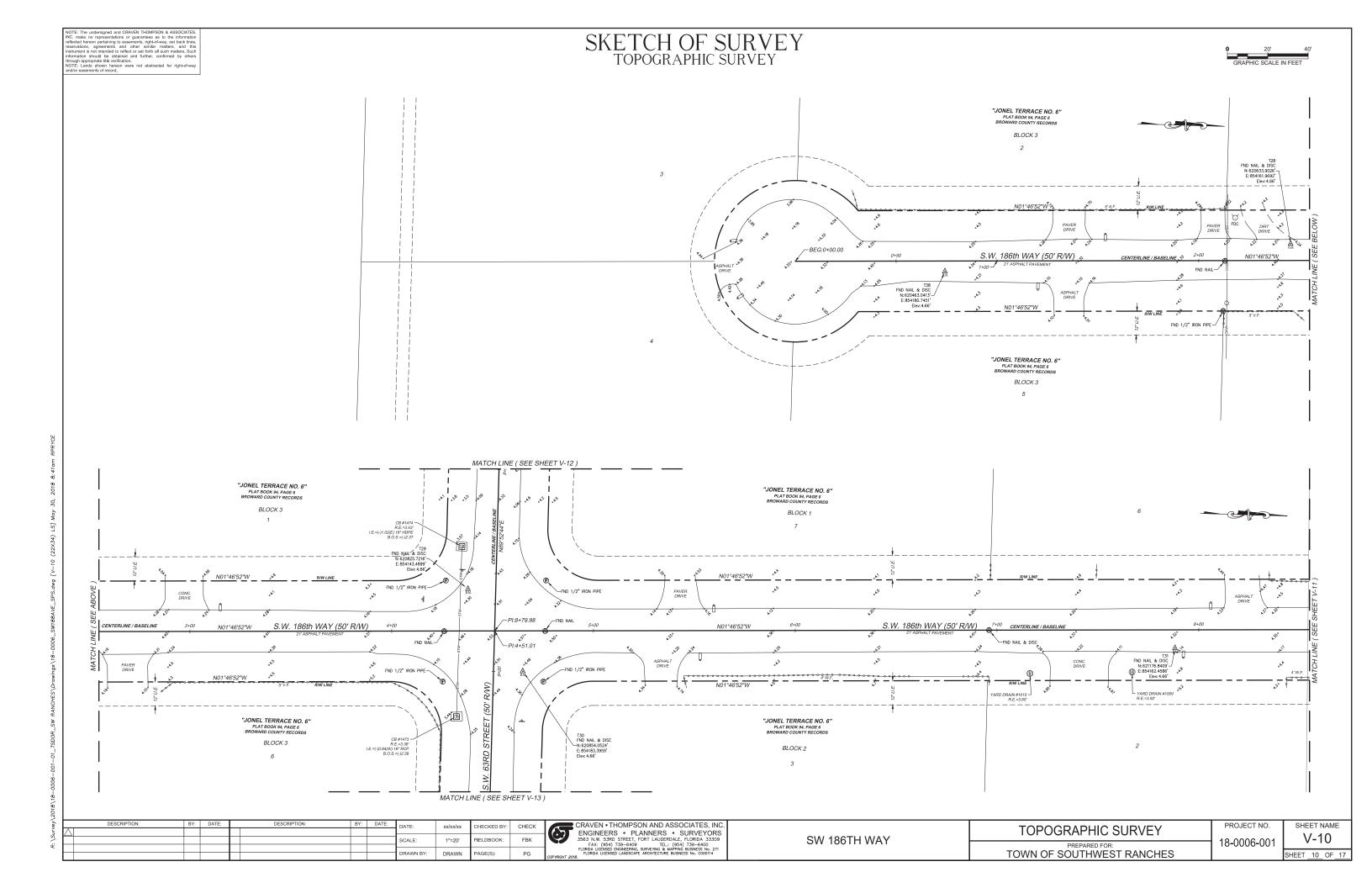








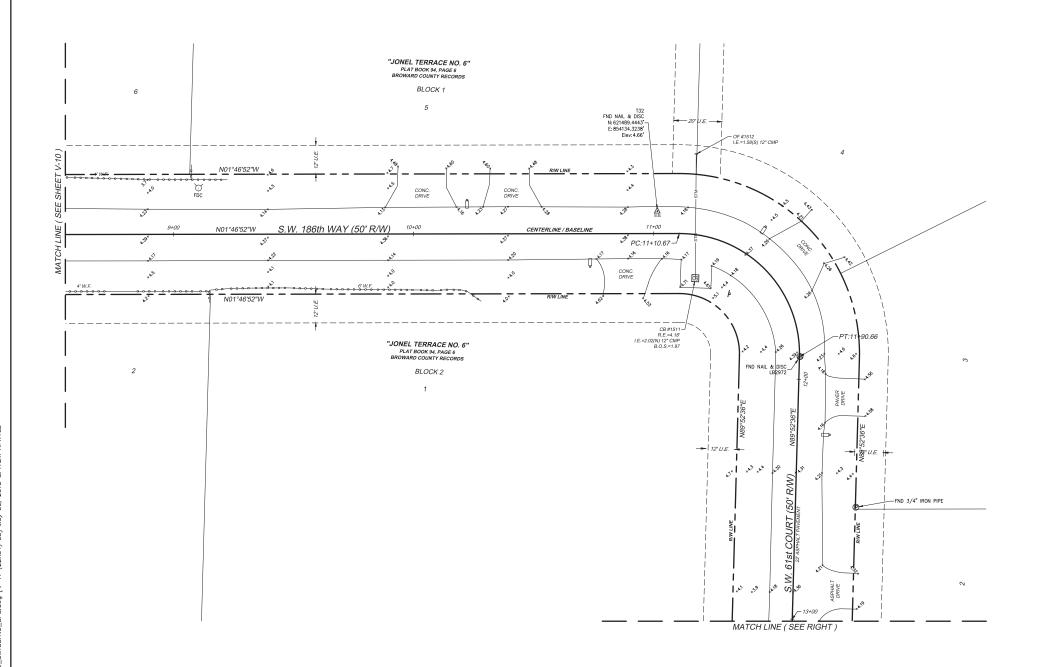


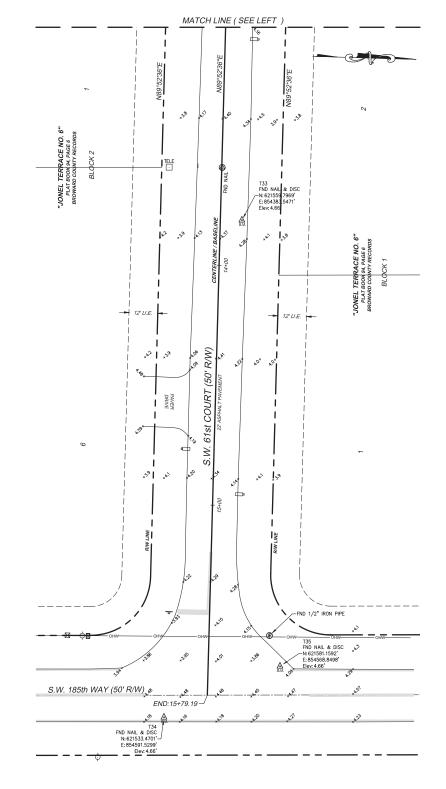


NOTE: The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to essements, right-of-way, set back lines, reservations, agreements and other similar matters, and this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and further, confirmed by others through appropriate titls verification. NOTE: Lands shown thereon were not abstracted for right-of-way and/or assements of record.

SKETCH OF SURVEY TOPOGRAPHIC SURVEY







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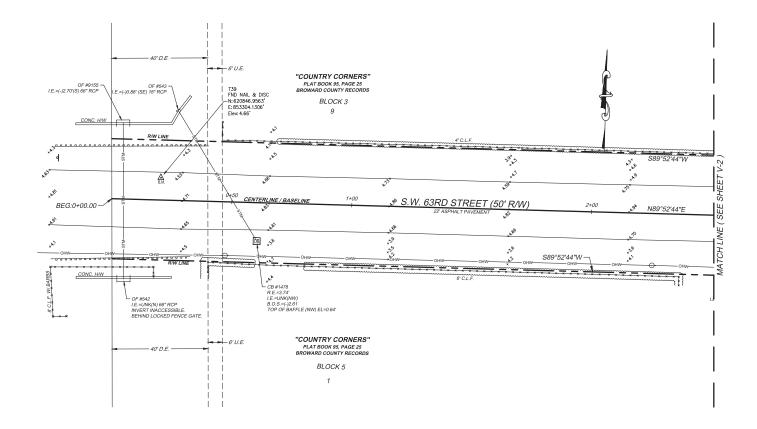
K	CRAVEN • THOMPSON AND ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS
	ENGINEERS PLANNERS SURVETORS 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739–6409 TEL.: (954) 739–6400
	FLORIDA LICÈNSEÓ ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114 COPYRIGHT 2018.

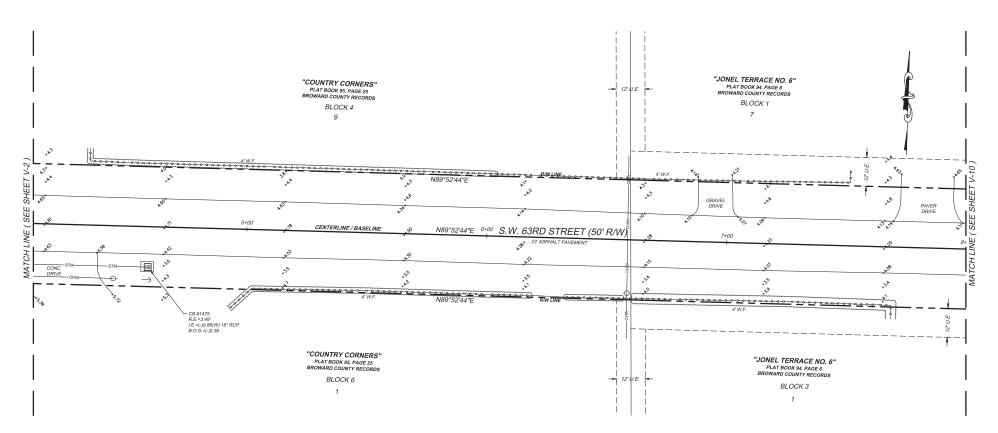
TOPOGRAPHIC SURVEY	
PREPARED FOR:	1
TOWN OF SOUTHWEST RANCHES	l

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SKETCH OF SURVEY TOPOGRAPHIC SURVEY







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ENGINEERS • PLANNERS • SURVEYORS
3663 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FLORIDA LICONSED ENONEERING, SURVEYNO & MAPPING BUSNESS No. 271
COPPRIENT JOIR.

SW 63RD STREET

TOPOGRAPHIC SURVEY

PREPARED FOR:

TOWN OF SOUTHWEST RANCHES

PROJECT NO. SHEET SHEET

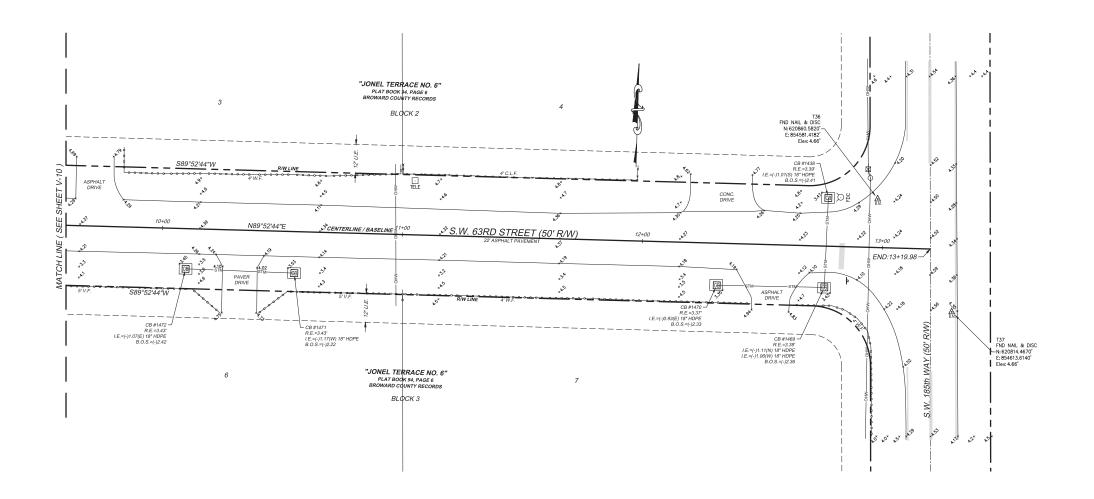
SHEET NAME
V-12

SHEET 12 OF 17

NOTE: The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to essements, right-of-way, set back lines, reservations, agreements and other similar matters, and this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and further, confirmed by others through appropriate titls verification. NOTE: Lands shown thereon were not abstracted for right-of-way and/or assements of record.

SKETCH OF SURVEY TOPOGRAPHIC SURVEY

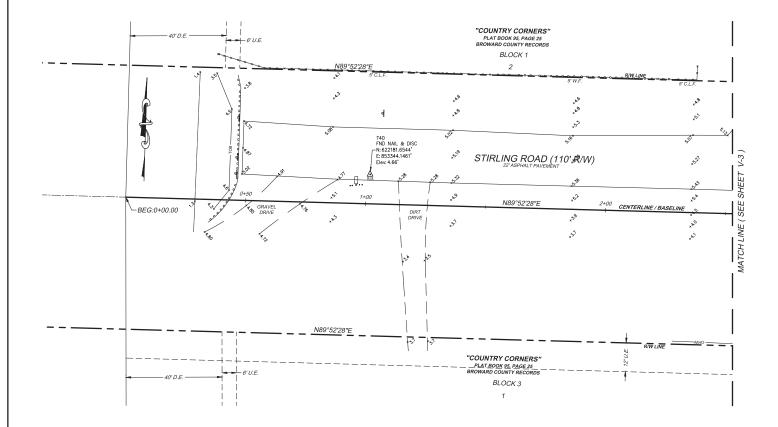


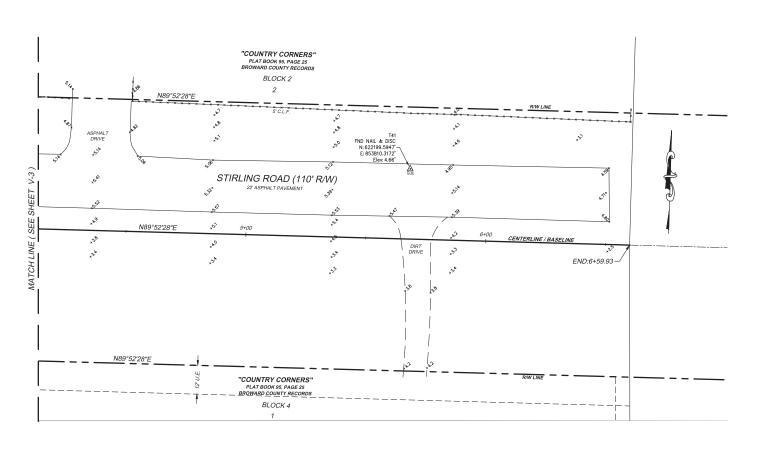


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ENGINEERS • PLANNERS • SURVEYORS	
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400	
FLORIDA LICÈNSEÓ ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114	

SW 63RD STREET	TOPOGRAPHIC SURVEY
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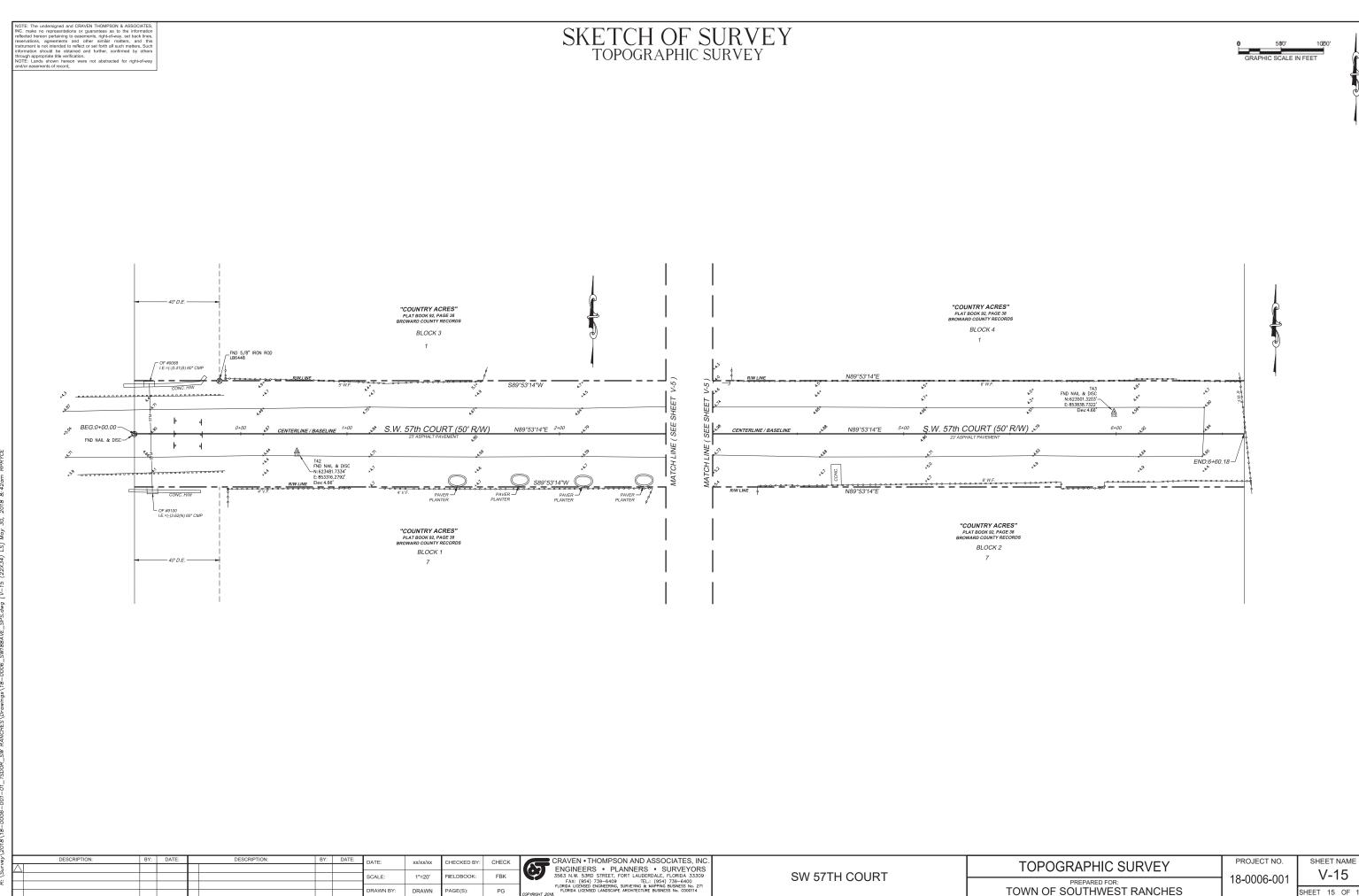




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 FAX: (954) 739-6409 TEL.: (954) 739-6400	
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FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114	

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SW 57TH COURT

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SHEET <u>15</u> OF <u>17</u>

PREPARED FOR:
TOWN OF SOUTHWEST RANCHES

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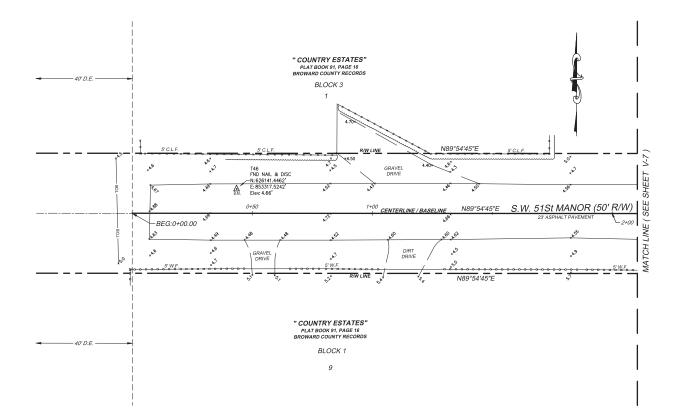
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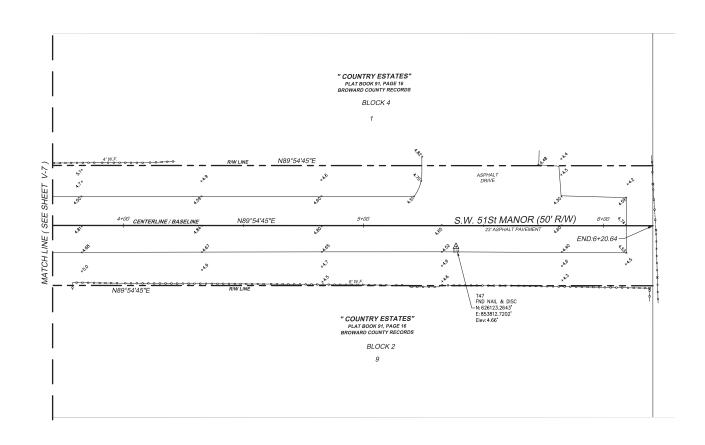
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TOPOGRAPHIC SURVEY " COUNTRY ESTATES" PLAT BOOK 91, PAGE 16 BROWARD COUNTY RECORDS BLOCK 1 BLOCK 2 BEG:0+00.00-END:6+60.43-. S.W. 54th PLACE (80' R/V) ... S.W. 54th PLACE (80' R/W). " COUNTRY ESTATES" PLAT BOOK 91, PAGE 16 BROWARD COUNTY RECORDS "COUNTRY ACRES" PLAT BOOK 92, PAGE 38 BROWARD COUNTY RECORDS BLOCK 3 BLOCK 4

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FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271	
 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114	

TOWN OF SOUTHWEST RANCHES CONTRACT PLANS

TSDOR 2019 CONSTRUCTION PROGRAM

INDEX OF SIGNING AND PAVEMENT MARKING PLANS

SHEET NO. SHEET DESCRIPTION

S-1 KEY SHEET

S-2 - S-11 SIGNING AND PAVEMENT MARKING PLAN

S-12 SIGN DETAILS

BROWARD COUNTY

#1 SW 188 AVENUE
#2 SW 186 WAY & SW 61 COURT
#3 SW 63 STREET
#4 ····· STIRLING ROAD
#5 SW 57 COURT
#6 SW 54 PLACE
#7 SW 51 MANOR

SIGNING AND PAVEMENT MARKING PLANS

ONN OF SOUTHWEST RANCHES

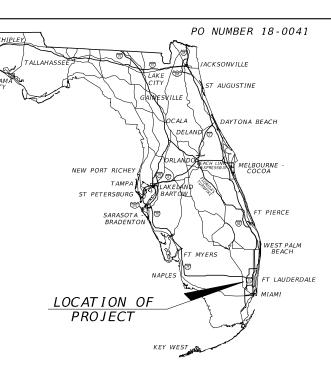
DOUG McKAY (MAYOR)

FREDDY FISKELLI (VICE MAYOR)

DENISE SCHROEDER (COUNCIL MEMBER)

GARY JABLONSKI (COUNCIL MEMBER)

STEVE BREITKREUZ (COUNCIL MEMBER)



PLANS PREPARED BY:

ERDMAN ANTHONY OF FLORIDA,INC. 5405 OKEECHOBEE BLVD., SUITE 200 WEST PALM BEACH, FL. 33417 561-753-9723 VENDOR NO. 20-0930234 CERTIFICATE OF AUTHORIZATION #25912



NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

DESIGN CRITERIA:

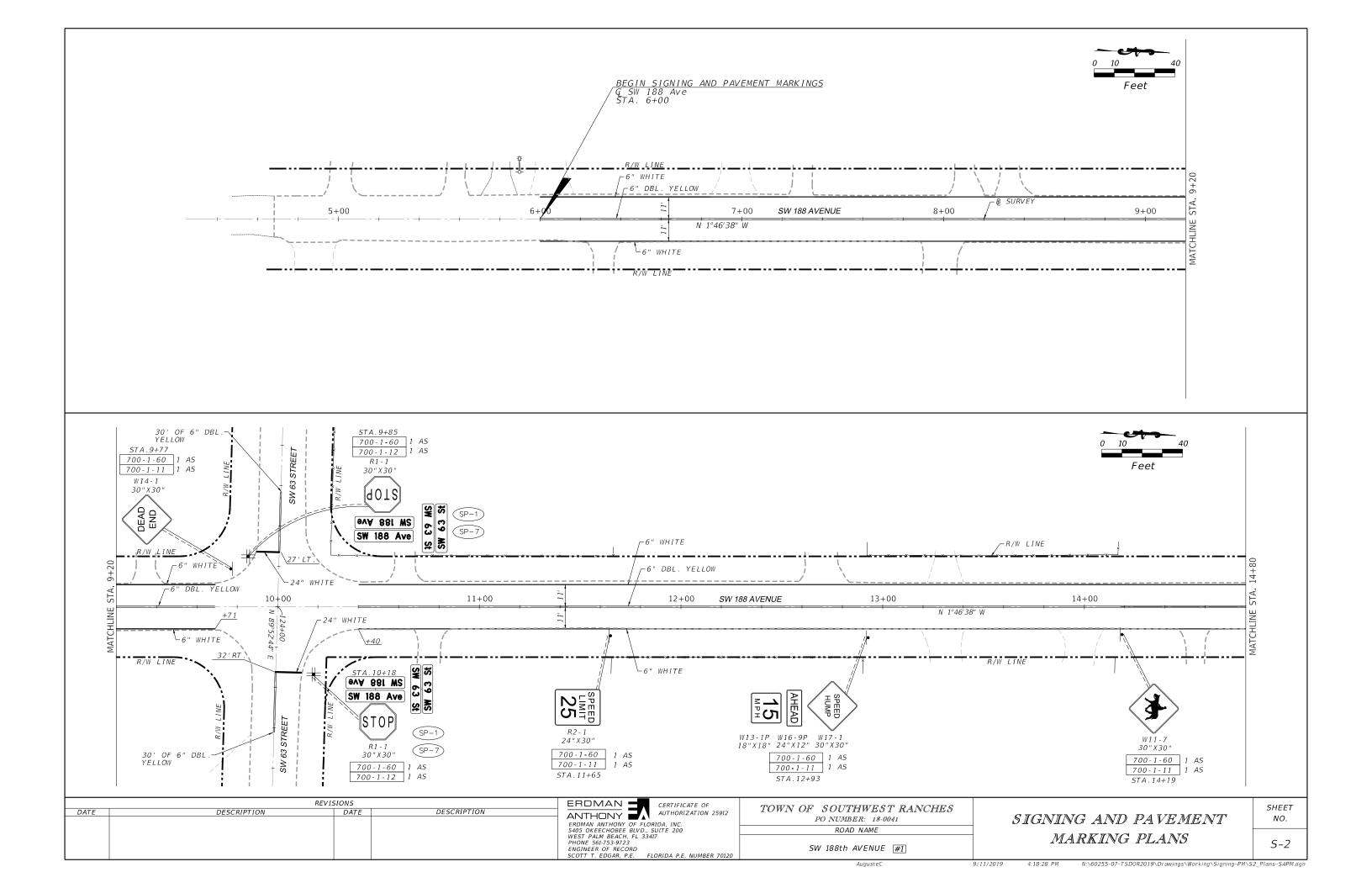
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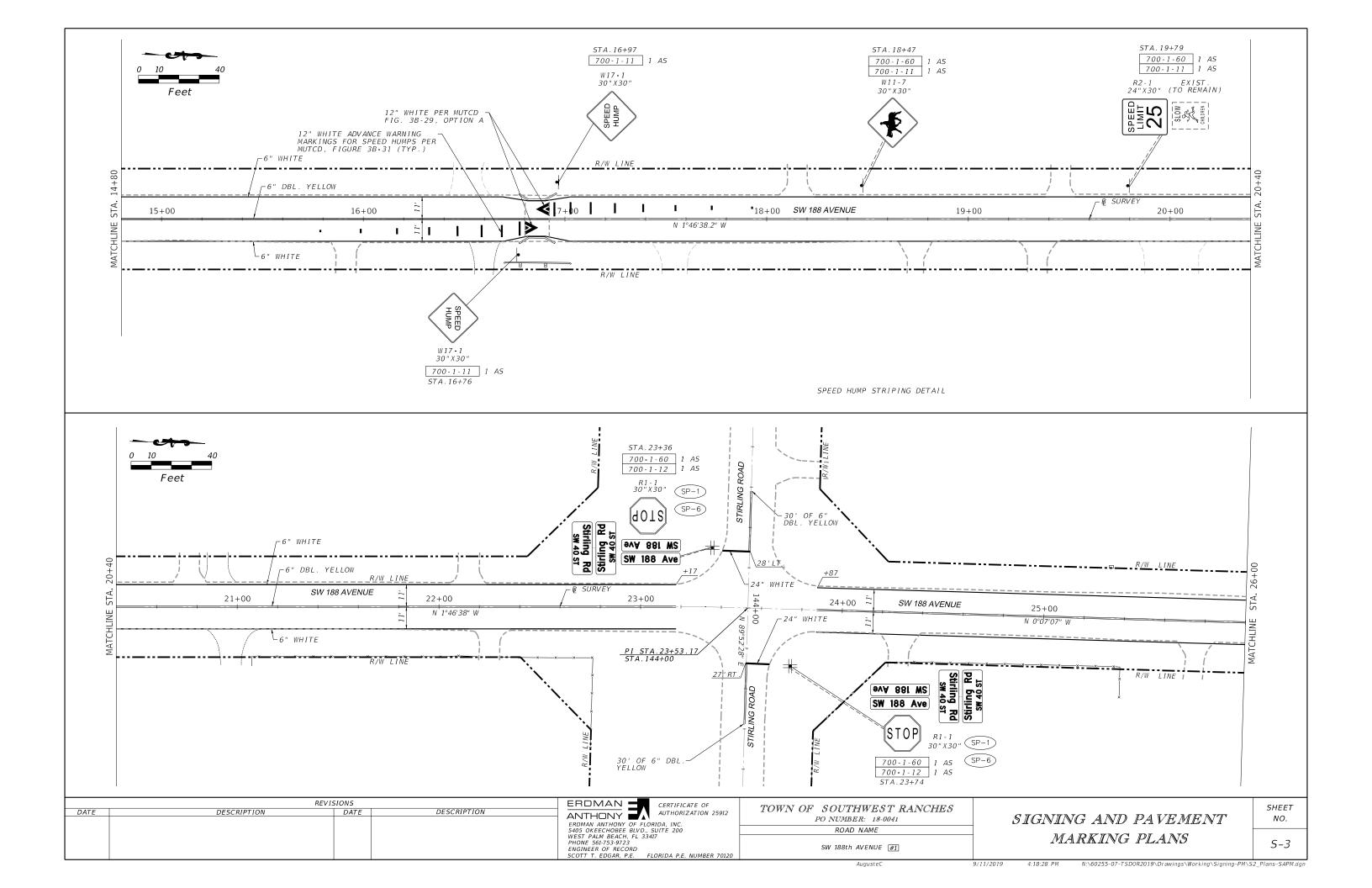
FEDERAL HIGHWAY ADMINISTRATION
MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
DATED 5/2009 WITH REVISIONS 1 & 2

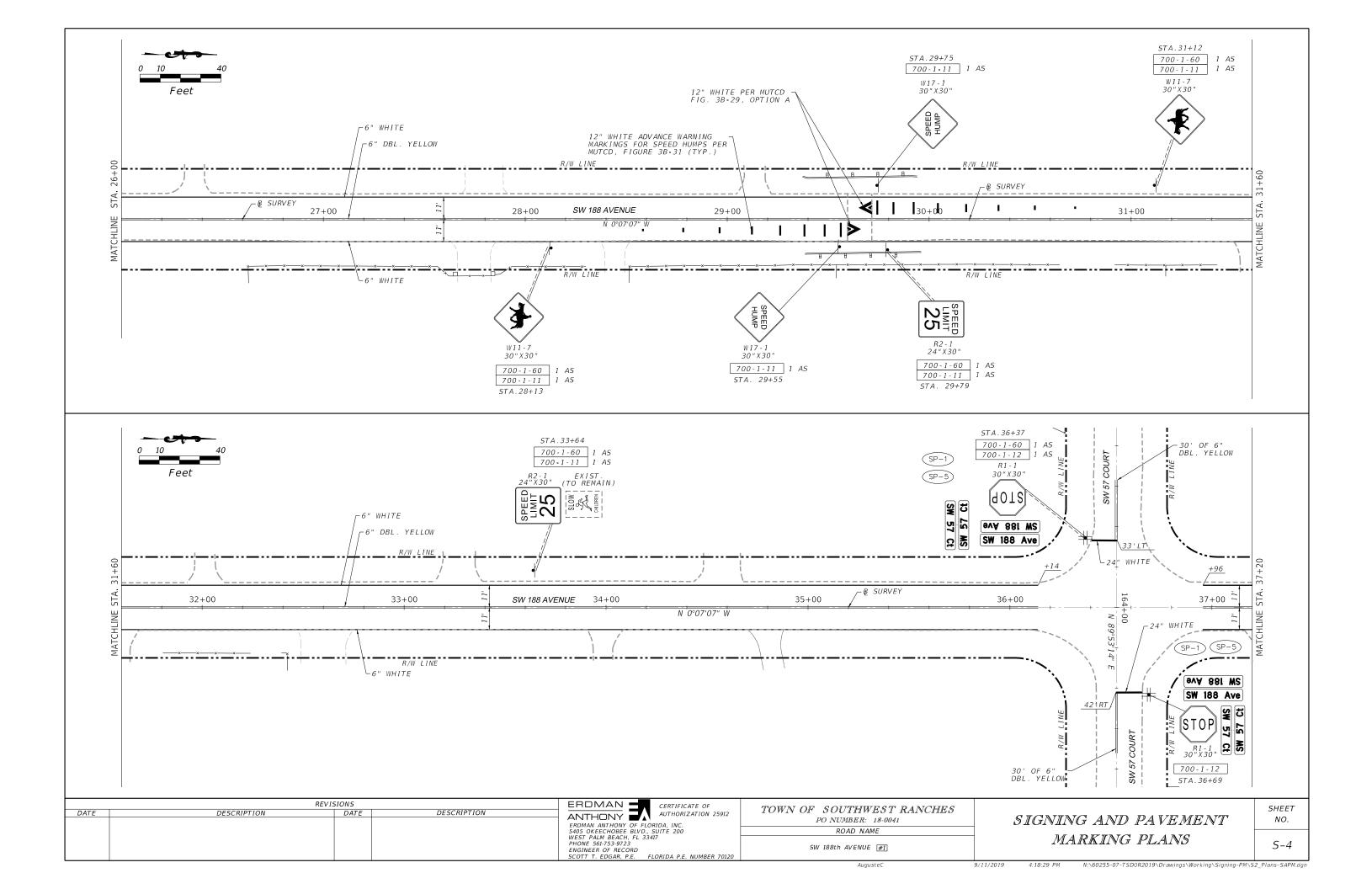
SIGNING AND PAVEMENT MARKING PLANS ENGINEER OF RECORD: SCOTT T. EDGAR, P.E.

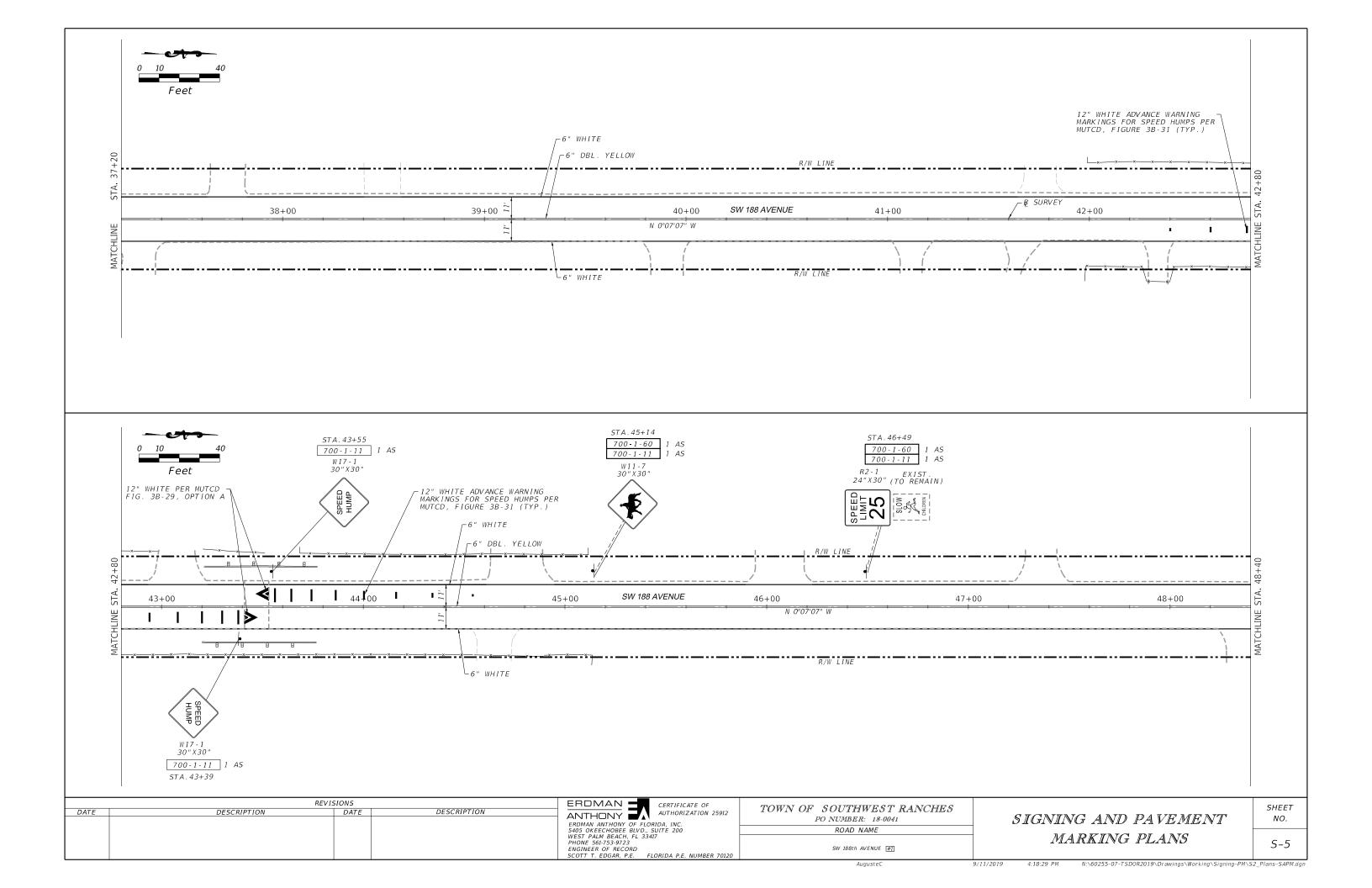
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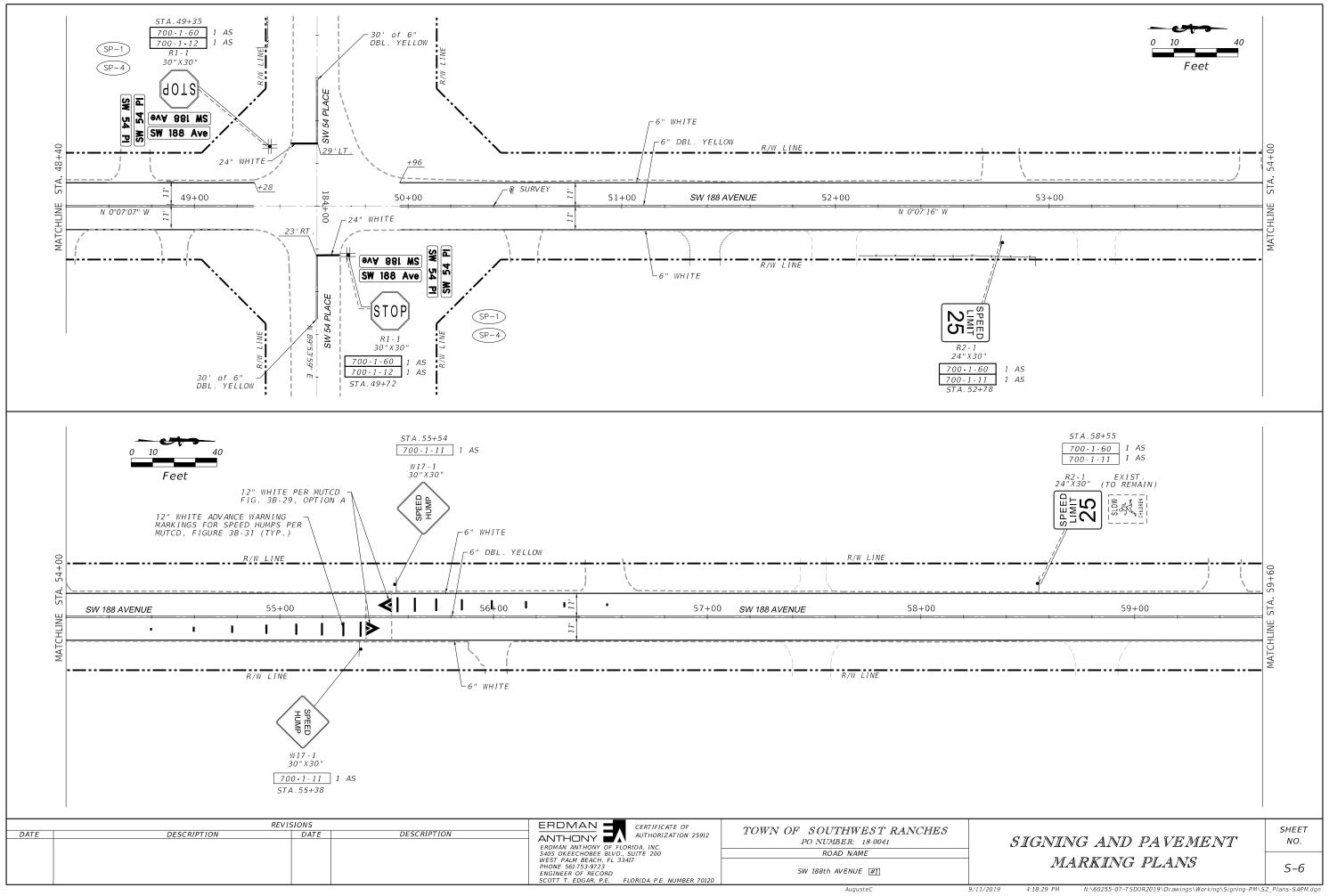
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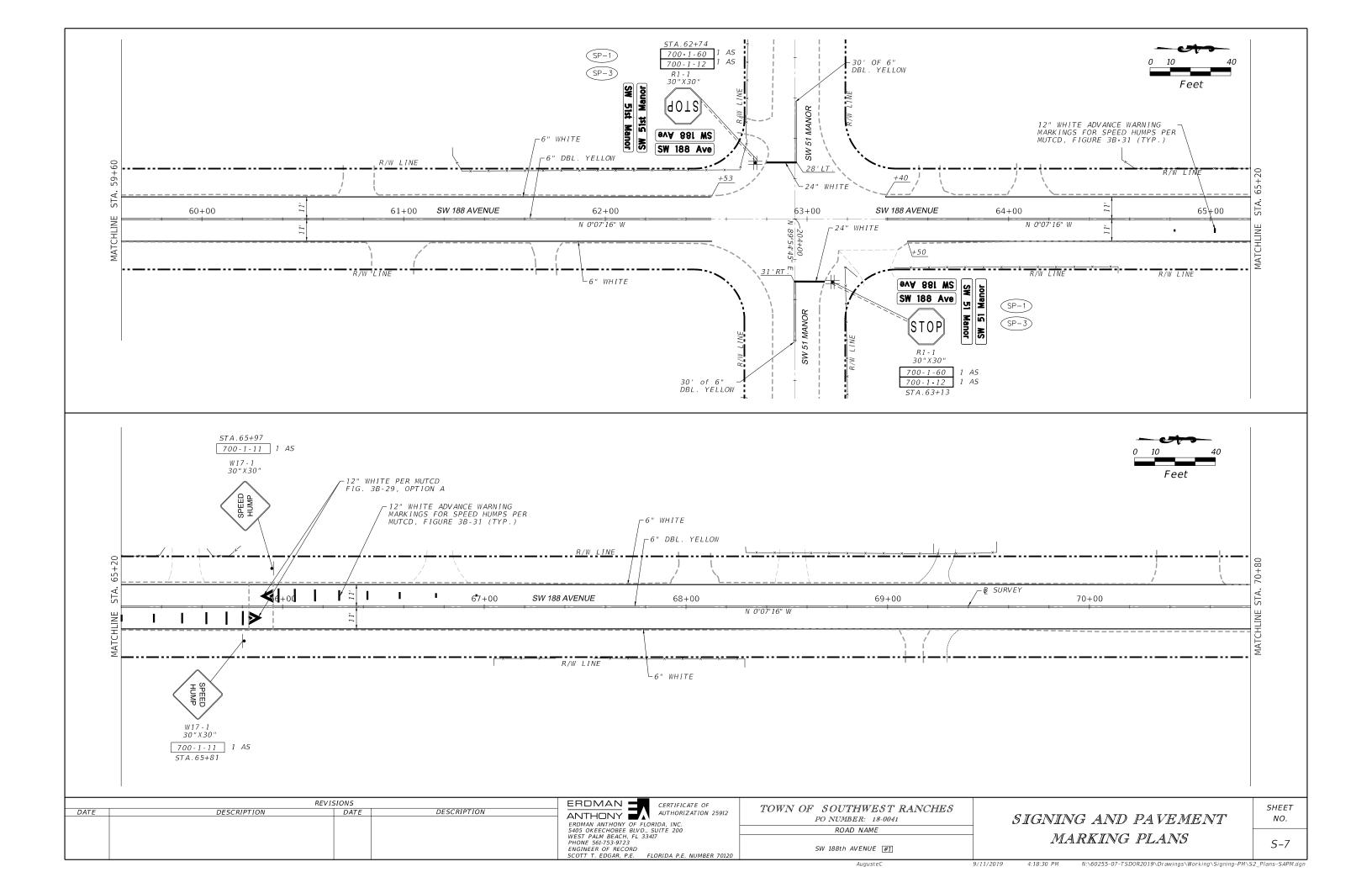


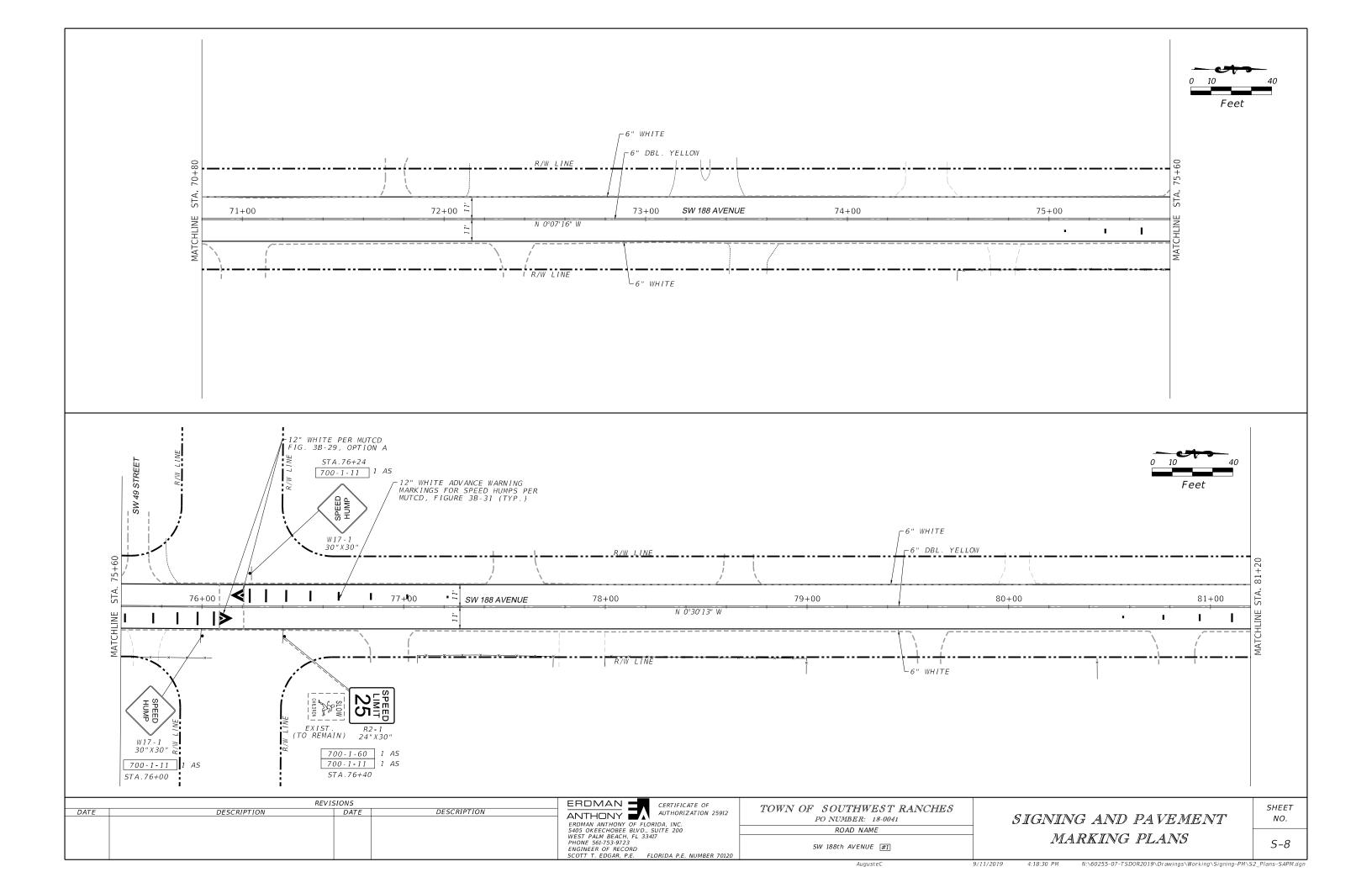


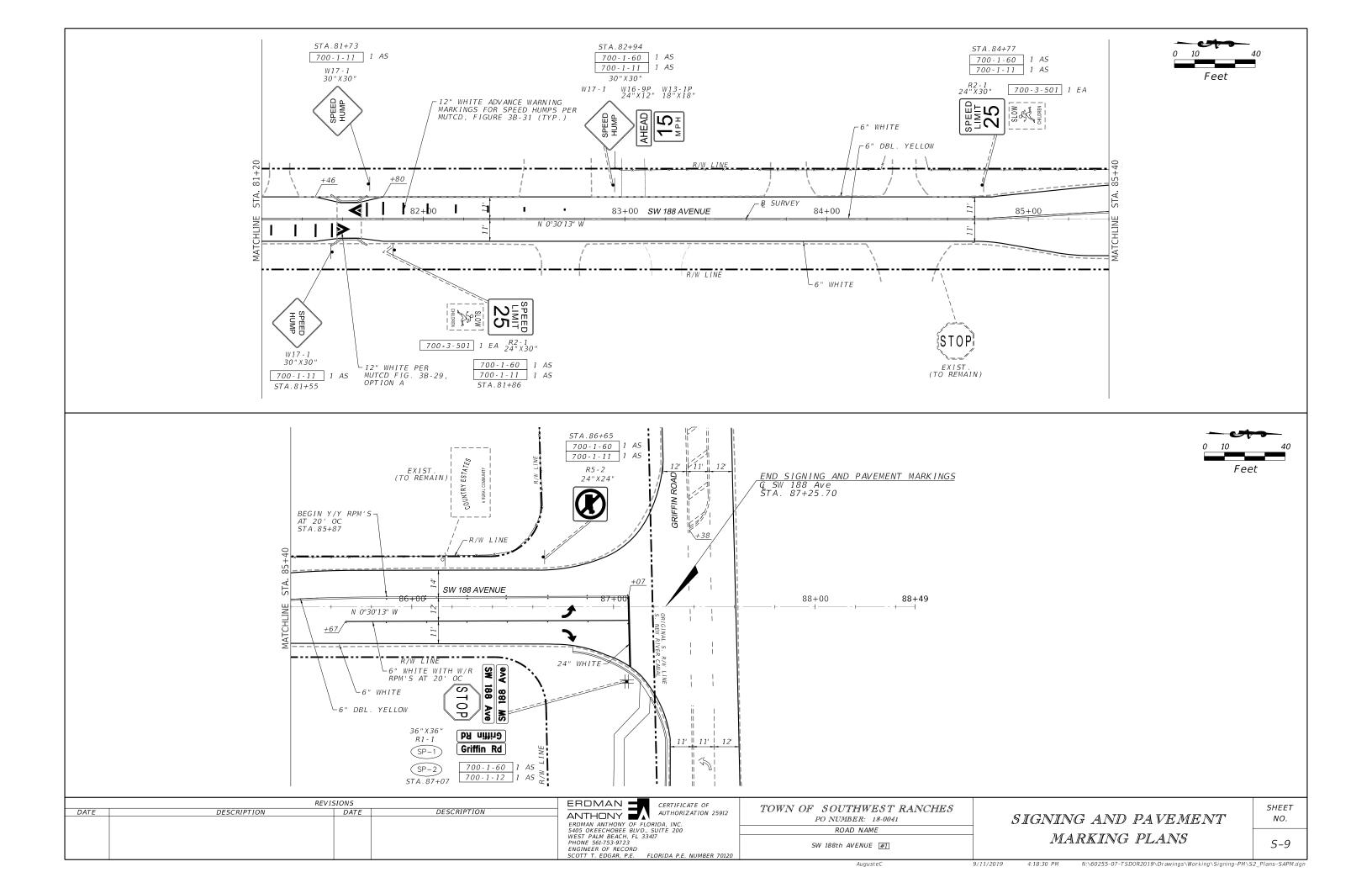


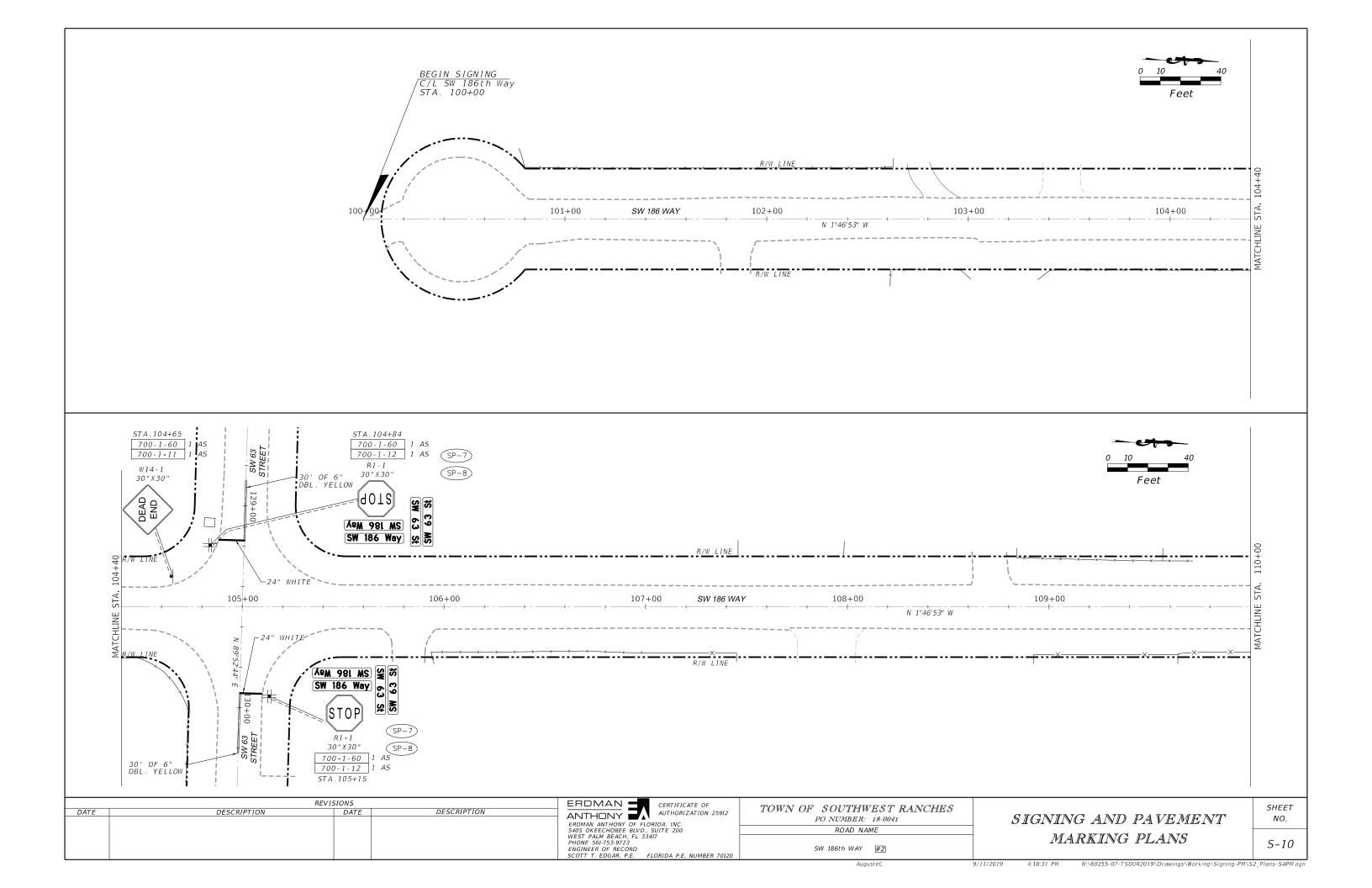


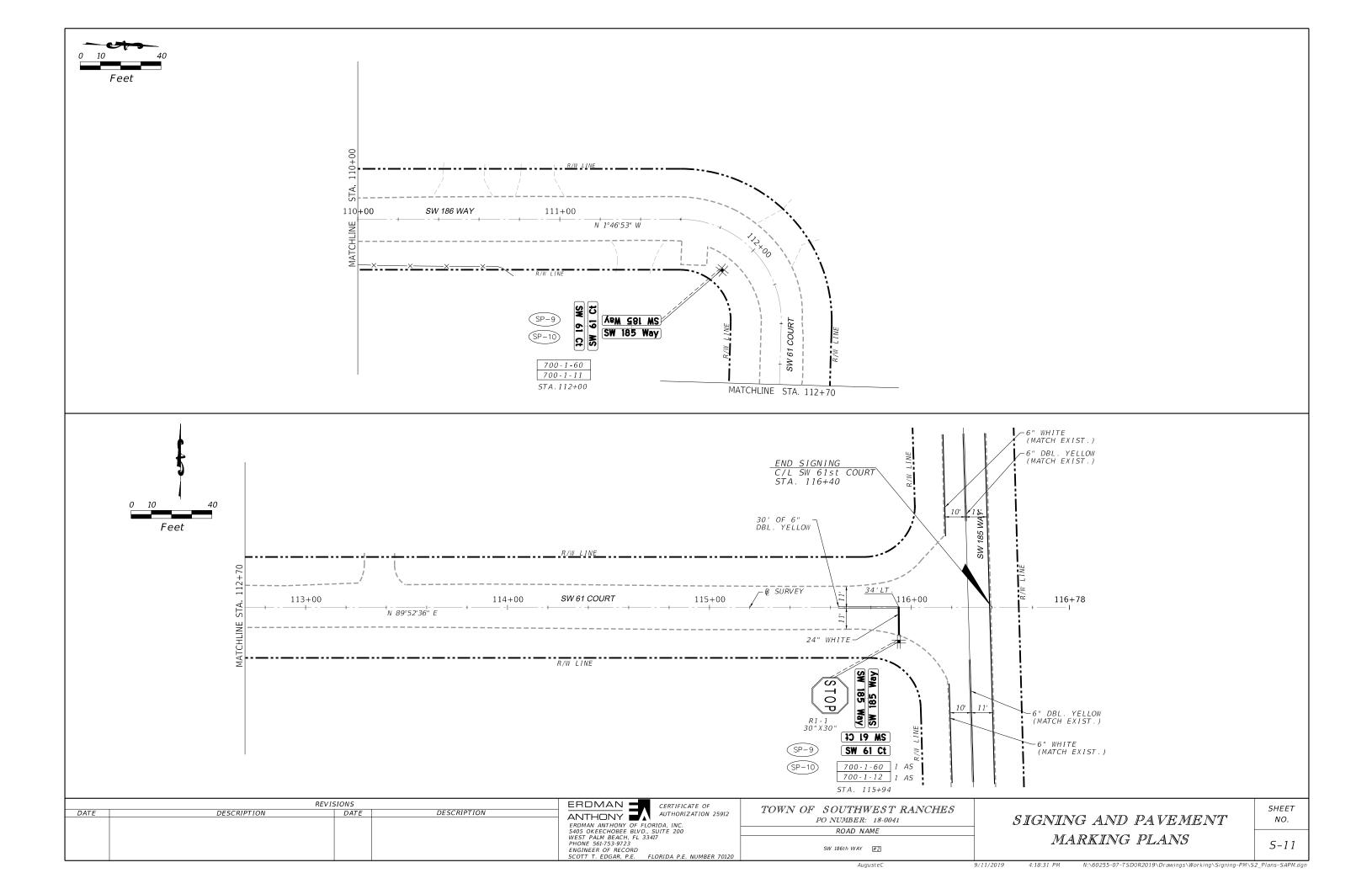


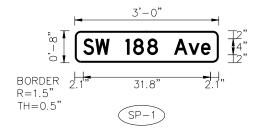


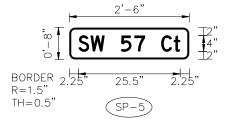


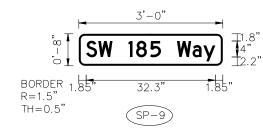


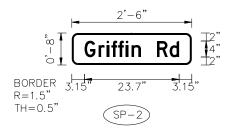


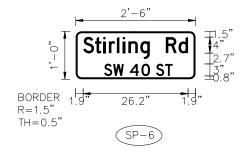


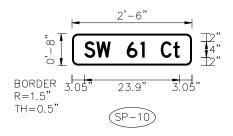


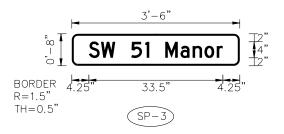


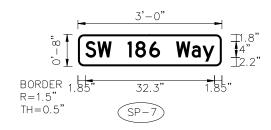


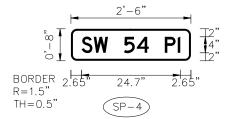


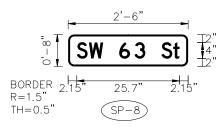












DATE	DESCRIPTION	REVISIONS DATE	DESCRIPTION	ERDMAN CERTIFICATE OF AUTHORIZATION 25912	TOWN OF SOUTHWEST RANCHES PO NUMBER: 18-0041		SHEET NO.
				ERDMAN ANTHONY OF FLORIDA, INC. 5405 OKEECHOBEE BLVD SUITE 200	ROAD NAME	SIGN DETAILS	NO.
				WEST PALM BEACH, FL 33417 PHONE 561-753-9723 ENGINEER OF RECORD SCOTT T. EDGAR. P.E. FLORIDA P.F. NUMBER 70120	N/A		S-12

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