**Southwest Ranches Council** 

Mayor Doug McKay, Vice Mayor Denise Schroeder Delsa Amundson Bob Hartmann Gary Jablonski



**Town Administrator**Andrew Berns

# **INVITATION FOR BIDS**

# IFB No. 20-004

Town of Southwest Ranches Is seeking proposals for:

# GREEN MEADOWS DRAINAGE MITIGATION

Date issued/available for distribution: February 20, 2020

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 PDF format as per Appendix Z, Electronic Media Format. The complete submittal must be received by the Office of the Senior Procurement and Budget Officer no later than **Thursday**, **March 19**, **2020**, at **11:00** a.m. local time. See Section 1.6 for mailing instructions.

Non-Mandatory Pre-Proposal Conference: Monday March 10, 2020 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, until 11:00 a.m., local time, and opened in the Grand Oaks Conference Room on **Thursday March 19, 2020**, for all material, labor, equipment and supplies necessary for the:

# GREEN MEADOWS DRAINAGE MITIGATION

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:

http://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 **Monday March 10, 2020**, 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 2.30, of the Invitation for Bids.

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

# **TABLE OF CONTENTS**

	<u>PAG</u>	Ľ
SECTIO	ON 1 GENERAL INFORMATION	1
1.1	ISSUING OFFICE	1
1.2	PURPOSE OF THE PROJECT	
1.3	Non-Mandatory PRE-BID CONFERENCE	
1.4	QUALIFICATIONS OF BIDDERS	1
1.5	TIMETABLE	
1.6	PROPOSAL SUBMISSION	2
1.7	CONTACT PERSON	3
1.8	PROCUREMENT CODE	4
1.9	CONE OF SILENCE	4
1.10	PUBLIC OPENING	
1.11	ADDITIONAL INFORMATION/AMENDMENT(S)	5
1.12	DISCLAIMER	5
1.13	NOTICE TO PROCEED	6
SECTIO	ON 2 TERMS AND CONDITIONS	6
2.1 A	DHERENCE TO REQUIREMENTS	6
2.2 M	IODIFIED BIDS	7
2.3	WITHDRAW OF BID	
2.4	LATE BID, LATE MODIFIED BID.	
2.5	IFB POSTPONEMENT/CANCELLATION	
2.6	COSTS INCURRED BY BIDDERS	
2.7	PROPRIETARY/CONFIDENTIAL INFORMATION	7
2.8	RIGHT TO PROTEST	8
2.9	RULES; REGULATIONS; LICENSING REQUIREMENTS	8
2.10	AWARD	
2.11	WRITTEN CONTRACT	8
2.12	ASSIGNMENT	9
2.13	CANCELLATION	9
2.14	RELATION TO PARTIES	9
2.15	COMPLIANCE WITH LAW	
2.16	WAIVER OF LIABILITY	9
2.17	INDEMNIFICATION	9
2.18	SECONDARY/OTHER VENDORS	
2.19	DEFAULT PROVISION	
2.20	GOVERNING LAW1	
2.21	DISPUTES	
2.22	REMEDIES FOR BREACH	
2.23	PUBLIC RECORDS LAW	
2.24	CONTRACT PROVISIONS (EXHIBIT "A")	
	4.1 Agreement	
2.2	4.2 Authorization to Sign	2

2.25	LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE	12
2.26	INSURANCE REQUIREMENTS	13
2.27	ADDITIONAL INSURANCE REQUIREMENTS	13
2.28	SECURITY AND BONDING REQUIREMENTS	
2.2	28.1 Bid Security	14
2.2	28.2 Performance and Payment Bonds	
	28.3 Qualifications of Surety	
	28.4 Duration of Bonds	
	28.5 Non-compliance	
2.29	COMMENCEMENT OF WORK	
2.30	NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY	
2.31	DISCLOSURE OF OWNERSHIP INTEREST	
2.32	CONFLICT OF INTEREST	16
2.33	PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO	
	TRANSACT BUSINESS WITH PUBLIC ENTITIES	16
SECTIO	ON 3 PROPOSAL REQUIREMENTS	17
3.1	PROPOSAL FORMAT AND CONTENT	17
3.1		
3.1		
3.1		
3.2	•	
SECTIO	ON 4 SPECIAL PROVISIONS	18
4.1 4.2	REGULATED SUBSTANCE USE REQUIREMENTS	
4.2	UNIT PRICESUTILITIES CONTACTS	
4.3 4.4	MAINTENANCE OF TRAFFIC	
4.4	SCHOOL ZONE	
4.5 4.6	LIMITS OF CONSTRUCTION	
4.0 4.7	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S)	∠U \
4.7	COMPLIANCECOMPLIANCE	
4.8	PROSECUTION OF THE WORK	
SECTIO	ON 5 GENERAL PROVISIONS	21
5.1	DEFINITIONS	
5.2	PRELIMINARY MATTERS	
5.3	CONTRACT DOCUMENTS	
5.4	CHANGES IN THE WORK	
5.5	CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME	
5.5	$\boldsymbol{\mathcal{E}}$	
5.5		
5.6	WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTA	
<b>-</b> -	OF DEFECTIVE WORK	
5.6	<b>√</b> 1	
5.6	5.2 Correction or Removal of Defective Work	24

5.6.3	One Year Correction Period	24
5.6.4	1	
5.6.5	· · · · · · · · · · · · · · · · · · ·	
5.6.6		
	SUSPENSION OF WORK AND TERMINATION	
	PAYMENTPHYSICAL CONDITIONS	
	CONTRACTOR'S RESPONSIBILITIES	
	NSURANCE AND BONDS	
	EQUIPMENT	
	EQUIPMENT STORAGE AND MOBILIZATION	
	HOURS OF OPERATION	
5.15	CONTRACTOR'S PERFORMANCE	30
APPEND	IX A- BID SCHEDULE	31
APPEND	IX B- DISCLOSURE OF OWNERSHIP INTEREST	36
APPEND	IX C- DRUG FREE WORKPLACE	39
APPEND	IX D- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)	40
APPEND	IX E- NON-COLLUSION AFFIDAVIT	43
APPEND	IX F- CERTIFICATE OF AUTHORITY (IF INDIVIDUAL / SOLE PROPRIE	TOR)45
APPEND	IX G- CERTIFICATE OF AUTHOIRTY (IF CORPORATION OR LIMITED	
LIABILIT	Y COMPANY)	46
APPEND1	IX H- CERTIFICATE OF AUTHOIRTY (IF PARTNERSHIP)	47
APPEND	IX I – CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)	48
APPEND	IX J – BID BOND	49
APPEND	IX K – GOVERNMENTAL CONTACT INFORMATION	51
APPEND	IX L – ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A.	
STANDA	RDS	52
APPEND	IX M- BIDDER CONFIRMATION OF QUALIFICATIONS	53
APPEND	IX N- BIDDER EXPERIENCE QUESTIONNAIRE	55
APPEND	IX O – SUB-CONTRACTOR LIST	56
APPEND	IX P – ACKNOWLEDGEMENT OF ADDENDA	57
APPEND	IX Q- LIABILITY CLAIMS	58
	IX R-W-9	
APPEND	IX S – PROOF OF INSURANCE	60
APPEND	IX T – STATEMENT OF NO RESPONSE	61
APPEND	IX Z ELECTRONIC MEDIA FORMAT	62

EXHIBIT A - AGREEMENT	
EXHIBIT B CONTRACT PLANS	83

# **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 Senior Procurement and Budget Officer 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 1.7).

# 1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable from the Contract Documents for proper construction and completion of the project consisting of excavation, clearing, new construction and retrofit of drainage pipe, jetting and vacuuming, new construction of concrete drainage structures and associated grates, associated erosion control measures, swale re-grading, street and driveway restoration, and installation of grass sod.

# 1.3 NON-MANDATORY PRE-BID CONFERENCE

The Non-Mandatory Pre-bid Conference, will be held in the Town's Grand Oaks Conference Room or Council Chambers located at Town Hall on **Monday March 10, 2020**, 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 1.7) 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 QUALIFICATIONS OF BIDDERS

All bidders to this IFB shall have demonstrated experience in drainage structures and associated grates, associated erosion control measures, swale re-grading, street and driveway restoration, and installation of grass sod.

# 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: Thursday, February 20, 2020,
	at: http://southwestranches.org/procurement
Non-Mandatory Pre-Proposal Conference	10:00 a.m. local time, on Monday March
	<b>10, 2020</b> , at Town's Grand Oaks
	Conference Room or Council Chambers
	located at Town Hall.
Deadline for Submission of Written	At Friday March 13, 2020, the Office
Comments/Questions	of the Senior Budget and Procurement
	Officer,13400 Griffin Road, Southwest
	Ranches, FL 33330
Response to Written Comments/Questions	Monday March 16, 2020
Deadline for Submission of Proposals	At 11:00 a.m. local time, on Thursday
	March 19, 2020, 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 Thursday
	March 19, 2020, 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 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, Performance Bond, and Insurance Certificates required by the terms of this Invitation for Bid. 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 **Thursday March 19, 2020.** 

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 **Thursday March 19, 2020.** Bidders must also submit an electronic copy of the bid on CD or flash drive in PDF format as per Appendix Z, Electronic Media 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 Senior Procurement and Budget Officer 13400 Griffin Road Southwest Ranches, FL 33330

IFB No.: 20-004

Title: GREEN MEADOWS DRAINAGE MITIGATION

Due Date: Thursday March 19, 2020

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 Budget 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 **Thursday March 19, 2020, 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 **Friday March 13, 2020**, 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 1.7). 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 1.7) 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

It is recommended that Contractor attend a non-mandatory pre-proposal conference (See Section 1.5).

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, 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, 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 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 time as 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, 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 the Contractor's possession 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 <u>Agreement</u>. 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 <u>Bid Security</u>. 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 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 <u>Performance and Payment Bonds</u>. 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 <u>Qualifications of Surety</u>. 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 <u>Non-compliance</u>. 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 <u>Format</u>. 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 PDF format as per Appendix Z, Electronic Media 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. 20-004).
  - 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.

A set of tabs to identify each section of the proposal should be inserted to facilitate quick reference. Each section of the proposal should be clearly labeled using the paragraph headings set forth below.

# 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.

When utility installation/adjustments are included as part of the bid proposal, all utility companies reserve the right to accept or reject bid items on their part of work and perform their work by their forces or other contracted forces.

# 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. The contractor shall note that at no time will

traffic (temporary or otherwise) be permitted over installed exfiltration trenches.

All projects that impact pedestrian traffic of any type shall include "Pedestrian M.O.T." in accordance with the General Provisions, the cost of which will be incidental to, and shall be included in, the unit prices for the pay items.

For any lane closures that extend into the peak hour(s) or any other lane closure time restriction presented in the contract documents, the Contractor may be charged up to \$1,000.00 per lane per / hour.

# 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.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

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 fifteen (15) calendar days after the date of Substantial Completion or no later than sixty (60) 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 20-004.

<u>BID</u> The offer or proposal to perform all services required in Invitation to Bid 20-004.

<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.

<u>DAY</u> 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.

EFFECTIVE DATE OF CONTRACT 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> Excavation, clearing, new construction and retrofit of drainage pipe, jetting and vacuuming, new construction of concrete drainage structures and associated grates, associated erosion control measures, swale re-grading, street and driveway restoration, and installation of grass sod., as defined in IFB 20-004.

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

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

TOWN Town of Southwest Ranches, Florida

<u>WORK</u> The scope of services required to complete the excavation, clearing, new construction and retrofit of drainage pipe, jetting and vacuuming, new construction of concrete drainage structures and associated grates, associated erosion control measures, swale re-grading, street and driveway restoration, and installation of grass sod, as defined in IFB 20-004.

# 5.2 PRELIMINARY MATTERS

<u>Upon completion of Construction</u>. The Contractor must 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 <u>Change Order</u>. 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 <u>Correction or Removal of Defective Work</u>. 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 <u>Acceptance of Defective Work</u>. 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 <u>Town may Correct Defective Work</u>. 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 <u>Waiver of Florida Statute 558</u>. 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 CONDITIONS

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.

	R AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING					MPLE	TE		
ITEM NO	DESCRIPTION	QUANTITY		UNIT	UNIT COST		TOTAL		
THE LUMP SUM (LS) PRICES FOR ITEMS 1-6 SHALL BE DONE IN ACCORDANCE WITH THE CONTRACT DOCUME AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS. COSTS FOR PRE-CONSTRUCTION SIGN ARE TO BE INCORPORATED INTO ITEM 1.									
1	Mobilization and Demobilization		1	LS					
2	Maintenance of Traffic		1	LS					
3	Survey Stakeout and As-Builts		1	LS					
4	Density Testing		1	LS					
BUT NOT AT MINIM OTHER A MONITOR PLAN & N	IN ADDITION TO THE ABOVE DESCRIPTION, THE LUMP SUM (LS) PRICE FOR ENVIRONMENTAL COMPLIANCE SHALL INCLUDE BUT NOT LIMITED TO THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) & NDPES PERMITTING AND IS TO INCLUDE, AT MINIMUM, THE INSTALLATION OF TURBIDITY CURTAINS, SILT FENCES, SOD FOR EROSION CONTROL (NOT FOR FINAL) OR OTHER APPROPRIATE BEST MANAGEMENT PRACTICES TO CONTROL SEDIMENT & EROSION, NPDES PERMITTING/SWPPP PERIODIC MONITORING AND MAINTENANCE, & COMPLIANCE WITH APPLICABLE SFWMD & FDEP PERMITS ISSUED FOR THE PROJECT. THE SWPPP PLAN & NPDES PERMIT WILL BE SUBMITTED AT THE PRE-CONSTRUCTION MEETING. CONTRACTOR IS TO ASSUME FULL RESPONSIBILITY WITH ALL SFWMD & FDEP PERMITS ISSUED FOR THE PROJECT PERTAINING TO SEDIMENT & EROSION CONTROL.								
5	Environmental Compliance		1	LS					
OF EXIST APPLICAE PERFORN LIMITED T LANDSCA	IP SUM (LS) PRICE FOR CLEARING & STRIPPING SHALL INCLUDE BUTING GROUND COVERINGS, ASPHALT PAVEMENT, CONCRETE PAVEMENBLE), TREES AND/OR ALL OTHER ORGANIC MATERIAL FROM RIGHT OF WITH THE WORK STIPULATED IN THESE CONTRACT DOCUMENTS. THE LUMP TO REMOVAL, PROTECTION, STORAGE AND REINSTALLATION OF PRIVATEL, PING, SIDEWALKS AND SPRINKLER SYSTEMS EXISTING WITHIN THE WORLOR BETTER CONDITION.	NT, LII WAY T SUM P LY OW	MEROCK A O RIGHT O RICE SHA 'NED MAIL	AND SUB OF WAY AS LL ALSO I BOXES, D	GRADE (WH S NECESSAR NCLUDE BUT DECORATIVE	ERE Y TO NO STOI	T BE NE,		
6	Clearing and Stripping		1	LS					
	DEMOLITION & SWALE WORK - ITEM	S7- 9	<u>9</u>						
MATERIAI WHICH IN SWPPP-N MATERIAI EXISTING EXISTING AND SIGN	THE PRICE FOR EACH DEMOLITION AND ROAD WORK ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS WHICH INCLUDE ALL SAW CUTTING, ASPHALT REMOVAL AND DISPOSAL, EXCAVATION, DE-WATERING, DE-WATERING PERMITS, SWPPP-NPDES PERMITTING, ABANDONMENT, REMOVAL OR RELOCATION OF EXISTING UTILITIES, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL LIMEROCK BASE MATERIAL, COMPACTION, ASPHALT, MATERIAL TO BE RESTORED TO SAME ELEVATION AS EXISTING ASPHALT PAVEMENT (GRADE TO SLOPE) GRADING, PAVEMENT INSTALLATION, SOD REPLACEMENT, REGRADING OF EXISTING ROAD SURFACES, MIXING AND REGRADING OF EXISTING BASE MATERIAL, DRIVEWAY INSTALLATION, STRIPING AND SIGNALIZATION REPAIR, TESTING, INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR CHANGES IN ALIGNMENT OR GRADE TO AVOID EXISTING INFRASTRUCTURE.								
7	Remove Existing Storm Sewer Pipes (include existing Endwall where applicable)		15	LF					
8	Grade Swale Areas (includes cut/fill/hauling material to proposed grade beneath sod & only applies to proposed swale areas. All other green areas are to be restored with costs incorporated into pipe/structure costs)		559	SY					
•	Sod Swale (Bahia) Areas w/2" Top Soil to proposed final grade & only applies to proposed swale areas. All other green areas are to be restored with costs incorporated								
g	into pipe/structure costs)		559	SY					

i			I I	l i	1 1	Ī
ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST		TOTAL
	DRAINAGE STRUCTURE, PIPE, & FITTINGS ITE	MS 10 - 35 (TO I	NCLUDE	FULL RESTO	RATI	ON)
MATERIA INCLUDE NPDES P ASPHALT TESTING,	EFOR EACH DRAINAGE CONSTRUCTION ITEM SHALL INCLUDE BUT NOT B LS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDAN ALL SAW CUTTING, ASPHALT REMOVAL AND DISPOSAL, EXCAVATION, D PERMITTING, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL MATERIAL TO BE RESTORED TO SAME ELEVATION AS EXISTING AS INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK. NO ADDITION IN ALIGNMENT OR GRADE TO AVOID EXISTING INFRASTRUCTURE.	E CONTRA DE-WATER SE MATE NT (GRAD	ACT DOCUME RING PERMIT RIAL, COMP DE TO SLOPI	NTS S, S ACTI E) G	WHICH SWPPP- ON, RADING,	
10	M-4 Manhole W/USF 580	0	EA			
11	M-5 Manhole W/USF 580	0	EA			
12	M-4 Manhole W/USF 1120	1	EA			
13	C-5 Manhole ( 5 x 5) W/USF 580	0	EA			
14	M-4 Inlet W/USF 4155-6210	1	EA			
15	Type C inlet per Index 232 with 12" Sump & USF 6210 W/12" Concrete Collar x 4" Thick	0	EA			
16	24" A2000 PVC Drain Basin w/H-20 Grate & 12" x 4" Thick Conc. Collar	10	EA			
17	36" A2000 PVC Drain Basin w/H-20 Grate & 12" x 4" Thick Conc. Collar	0	EA			
18	Install Fabri Form Concrete Revetment Mat Per SBDD Exhibit 26 (Rework Canal & adjust bank slope in field to suit)	67	SY			
19	Sand Cement Headwall for 24" Diameter Culvert Per FDOT Index 258	1	EA			
20	Sand Cement Headwall for 36" Diameter Culvert Per FDOT Index 258	0	EA			
21	Sand Cement Headwall for 42" Diameter Culvert Per FDOT Index 258	0	EA			
22	Sand Cement Headwall for 48" Diameter Culvert Per FDOT Index 258	0	EA			
23	15" A2000 PVC	0	LF			
24	18" A2000 PVC	201	LF			
25	24" A2000 PVC	841	LF			
26	30" A2000 PVC	0	LF			
27	36" A2000 PVC	0	LF			
28	42" Ultra-Flow Aluminized Steel Pipe (14 ga)	0	LF			
29	48" Ultra-Flow Aluminized Steel Pipe (14 ga)	0	LF			
30	Connect Dissimilar Pipes (24")	1	EA			
31	30" CMP Pollution Retardant Baffle (PRB)	1	EA			
32	Connect Existing Pipe to Proposed Structure	1	EA			
33	18" Stormwater Plug (@ Drain Basin)	0	EA			
34	24" Stormwater Plug (@ Drain Basin)	1	EA			
35	36" Stormwater Plug (@ Drain Basin)	0	EA			
		BID TOTAL	(ITEM	S 1 - 35)		

**END OF SECTION** 

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:

TOTAL BID \$		
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>forty-five (45) calendar</u> <u>days</u> from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than <u>sixty</u> (60) calendar days 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]

#### PROPOSER INFORMATION

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:	·
BIDDER'S PHONE NUMBER: Office: _	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		IDA							
COUNTY	OF								
			undersigned 	•		•	-		
			n, deposes and s					2 3	
1.	Affia	ant appe	ears herein as:						
[] an indivi	dual <b>or</b>								
[] the				_ of				<b>.</b>	
			rietor, president						C
-	_		ip, etc.]. The A	-					
-			vn of Southwes		•		-		
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 declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

#### FURTHER AFFIANT SAYETH NAUGHT.

		(Print A	ffian	t Nam	ie)	, Affi	ant
perso	 instrument was	 				, [	day of ] who is n and who
		Notary	Publi	c			
		(Print N State of My	•		,	at Large	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:	-
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 E NON-COLLUSION AFFIDAVIT

State	01		
Coun	ity of	) ss: )	
			being first duly sworn deposes and
says	that:		
(1)	He/She is theAgent) of		(Owner, Partner, Officer, Representative o
	attached Rid:		the Bidder that has submitted the
	attached Bid;		
<b>(2)</b>	He/She is fully inform	ed with respect to	the preparation and contents of the attached Bio

(3) Such Bid is genuine and is not a collusive or sham Bid;

and of all pertinent circumstances respecting such 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]

Ctata of

BIDDER:	
By:	
(Printed Name)	
(Title)	
Sworn to and subscribed before me this day of, 2	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 here	eby authorized to execute the Bid
	of Southwest Ranches and his ex	
		ompany Name)
IN WITNESS WHEREOF, I 20	have hereunto set my hand this_	_ day of,
		Secretary:
		(SEAL)
RIDDI	∓R∙	

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

State of)	
County of) ss:	
I HEREBY CERTIFY that a meeting of the Board of Director representatives of a Limited Liability Company existing, held on, 20,	ng under the laws of the State of
passed and adopted:	
"RESOLVED, that	be and is hereby authorized to execute _, to the Town of Southwest Ranches nis execution thereof, attested by the t, and with the Corporate Seal affixed,
I further certify that said resolution is now in full force and o	effect.
IN WITNESS WHEREOF, I have hereunto set my hand Corporation or	
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 pass	sed and adopted:
"RESOLVED, that,	
of the Partnership, be and is hereb	by authorized to execute the Bid dated,,
20, to the Town of Southwes	t Ranches and this partnership and that his execution thereof,
attested by the	shall 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	hereunto set my hand this, day of, 20
	Secretary:
	(SEAL)
BIDDER:_	

### \*APPENDIX I CERTIFICATE OF AUTHORITY (If Joint Venture)

State of							
County of		) ss: )					
I HEREBY	CERTIFY tha	at a meeting of	the Pri	ncipals o	f the		
A corporation exist	ing under the	laws of the Sta	te of _	held	on	, 20	), the
following resolution	n was duly pa	ssed and adopte	ed:				
"RESOLVED,	that,						as
	,						
authorized to execu							
official act and dee				,		71 2 3 <b>3 3 3 1</b> 1 1 1 2 3 <b>3</b>	
official act and acc	d of this some	V CIICUIC.					
I further certify that	t said resolution	on is now in ful	ll force	and effe	ct.		
IN WITNESS WHI	EREOF I hav	e here unto set	my ha	nd this		20	
ii (VIII)	EREOT, That	e nere unto set	my ma	<u></u>			
					Secretar	y:	
					(SEAL)		
	BIDDER:						

#### **APPENDIX J-BID BOND**

Bond	No							
BID I	BOND							
State	of		)					
Coun	of ty of		) ss )	S:				
	KNOW	ALL	MEN	BY	THESE	PRESENTS,	that	we,
			, as Princij	pal, and_				
South the pa	ayment of whistrators and	es, a mur _Dollars hich sum l successor	nicipal corp (\$ well and tru s jointly and	oration of	of the State), lawi made, we bi y, firmly by t	of Florida, in the ful money of the Und ourselves, our hese presents.	e penal s Jnited Stat heirs, exe	um of tes, for cutors,
					SUCH that w 20f	thereas the Princip or	ai nas sub	mitted
	" IF	FB 20-004	- GREEN M	1EADOV	VS DRAINA	GE MITIGATION	,,	
	NOW, TH	EREFORE	Ξ,					
(a)	If said Bid	shall be re	ejected, or in	the alter	rnate			
(b)	Town the and shall is said Bid, to it being ex	appropriate n all respe hen this ob apressly ur	e Contract I ects fulfill a bligation shanderstood ar	Documen Il terms a Il be voi Id agreed	ts, including and condition d; otherwise, I that the liab	coperly execute an any required insures attributable to the standard it shall remain in wility of the Surety of this obligation as	rance and ne accepta force and of for any a	bonds, ance of effect, and all
severa each c						the name and the sing duly signed by		
			[9]	Signatur	es on next pa	ge]		

49

BIDDER:		
By:		
Title:		
IN PRESENCE OF:	(Individual or	Partnership Principal)
(SEAL)	(marvidual of	
		(Business Address)
		(City/State/Zip)
		(Business Phone)
SURETY:		
Ву:		
(SEAL)		(Business Address)
		(City/State/Zip)
		(Business Phone)
		ust appear on the Treasury Department's most current list orized to transact business in the State of Florida.
Countersigned by Flor	rida Agent:	
		Name:
		Date:

#### APPENDIX K

#### GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON EMAIL

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

TO THE TOWN OF SOUTHWEST RAN	CHES:	
, hereby acknowledg Southwest Ranches within the limits of the	he Town of Southwest Ranches, Florida	a, we have the
sole responsibility for compliance with all	•	•
Health regulations, and agree to indemnif	y and hold harmless the Town of South	west 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 com	ply with such
regulations.		
ATTEST	CONTRACTOR	
	DV	
	BY:	
	Print Name	
	Date:	
BIDDER:		

#### 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.

Bidder:	
Bidder's Name:	
Bidder's Address:	
	<u>—</u>
Bidder's Phone Number:	
Bidder's Email:	
Contractor's License and License number(s) described in this IFB):	) (attach copies of license(s) required for the work

[Signatures on next page]

BIDDER:		
State of Florida		
County of		
The foregoing instrument was acknowledged before me this	day of	, 20
by of	(Bidder), w	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 County, Florida		
Notary Signature		
Name of Notary Public: (Print, Stamp, or type as Commissioned	l)	
BIDDER:		

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

<b>CLASSIFICATION OF WORK</b>	NAME	ADDRESS

BIDDER:		

#### 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 <u>all</u> 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:					
	BIDDER:					
	DIDDEK.					

#### APPENDIX R

### INSERT W – 9 Must be current legible W9

#### **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

#### **REASONS**

1	_ Do not offer this product/service or equivalent.							
2	_ Schedule would not permit.							
3	Insufficient time to respond to solicitation.							
4	_ Unable to meet specifications / scope of work.							
5	Specifications "too tight" (i.e. geared to specific brand or manufacturer).							
6	_ Specifications not clear.							
7	_ Unable to meet bond and / or insurance requirements.							
8	_ Solicitation addressed incorrectly, delayed in forwarding of mail.							
9	Other (Explanation provided below or by separate attachment).							
Explanati	ion:							
solicitatio	on may delete the names of those persons or businesses who fail to respond to three (3 ons, who fail to return this Statement, or as requested.  receive future Town solicitations? Yes No							
COMPA	NY:							
ADDRES	SS:							
TELEPH	ONE: () DATE:							

#### APPENDIX Z ELECTRONIC MEDIA FORMAT

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 format saved with the filenames below, which must be received by the Office of the Senior Procurement and Budget Officer no later than **Thursday, March 19, 2020**, at 11:00 a.m. local time. See Section 1.6 for mailing instructions.

Complete bid submitted:

File Name: RFP 20-004 VENDOR NAME BID PROPOSAL

Reference pages:

File Name: RFP 20-004 VENDOR NAME REFERENCES

Bid Form pages:

File Name: RFP 20-004 VENDOR NAME BID FORMS

#### **EXHIBIT A - AGREEMENT**



#### **AGREEMENT**

#### BETWEEN THE

#### TOWN OF SOUTHWEST RANCHES

**AND** 

**FOR** 

"IFB 20-004 GREEN MEADOWS DRAINAGE MITIGATION"

IFB No. 20-004

#### AGREEMENT FOR

#### "IFB 20-004 GREEN MEADOWS DRAINAGE MITIGATION"

THIS day of			EMENT ("2020 by a							
Corporation					ereinafter		to as	"Tov	vn'')	and
WHE	REAS	s, the Tov	vn desires t	0			(	"Projec	ct"); an	ıd
WHE	REAS	s, the T	own adve				ds, IFB	No. 2	20-004	on
WHE	REAS	<b>5,</b> bids	were recei	ved by the	Town on_			,	2020;	and
Town	C	Council	vn has adoj approvii	ng the	recom	mended	award	l aı	nd	has

**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 20-004 GREEN MEADOWS DRAINAGE MITIGATION"

- 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 **forty-five (45) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
  - (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
  - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
  - (v) All Work has been completed; and
  - (vi) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written

acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

2.4.2 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 forty-five (45) days after the issuance of the Notice to **Proceed** and has not obtained written authorization for such delay, the parties agree that liquidated damages and not as a penalty, the Contractor shall pay to the Town an amount equal to \$200.00, for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes the delay in meeting the Substantial Completion Date. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

All work shall be substantially complete no later than 45 days from the issuance of the Notice to Proceed. Final Completion of the project shall be achieved no later than 15 calendar days from Substantial Completion or within 60 days from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

#### Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;

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

Notwithstanding the foregoing, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the Florida Division of emergency management 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

- 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. <u>COMMERCIAL GENERAL LIABILITY</u>: 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.

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  $\mathbf{AT}$ PHONE: (954)434-0008; **EMAIL:** RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF 13400 GRIFFIN ROAD, SOUTHWEST SOUTHWEST RANCHES. 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.
- **Termination for Convenience.** This Agreement may be terminated for Convenience by В. 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 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

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

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

#### Section 25: Gender

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

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

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

#### **Section 27: Days**

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

#### **Section 28: Written Mutual Agreement**

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

#### Section 29: No Amendment or Waiver

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

#### **Section 30: Severability**

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning 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

<u>If 1</u>	to Contractor:	
	2 3 6 11	

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

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

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

- **G.** <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.

	have made and executed this Agreement on the
respective dates under each signature:  SOUTHWEST PANCHES signing by and through	, and the IOWN OF
SOUTHWEST RANCHES, signing by and thro by Council action on the day of	
WITNESSES:	CONTRACTOR:
	By:
	,(title)
	day of 2020
	TOWN OF SOUTHWEST RANCHES
	By: Doug McKay, Mayor
	day of 2020
	By: Andrew D. Berns, Town Administrator
	day of 2020

ATTEST:	
Russell Muñiz, Assistant Town Administrator/Town Clerk	
APPROVED AS TO FORM AND CORRECTNESS:	
W '-1 M D 1' 1 CC T A //	
Keith M. Poliakoff, Town Attorney	

#### **EXHIBIT B CONTRACT PLANS**

# GREEN MEADOWS

## STORMWATER IMPROVEMENTS

LOCATION MAP



TOWN COUNCIL

MAYOR

DOUG MCKAY

VICE MAYOR

GARY JABLONSKI

COUNCIL MEMBER

FREDDY FISIKELLI

COUNCIL MEMBER

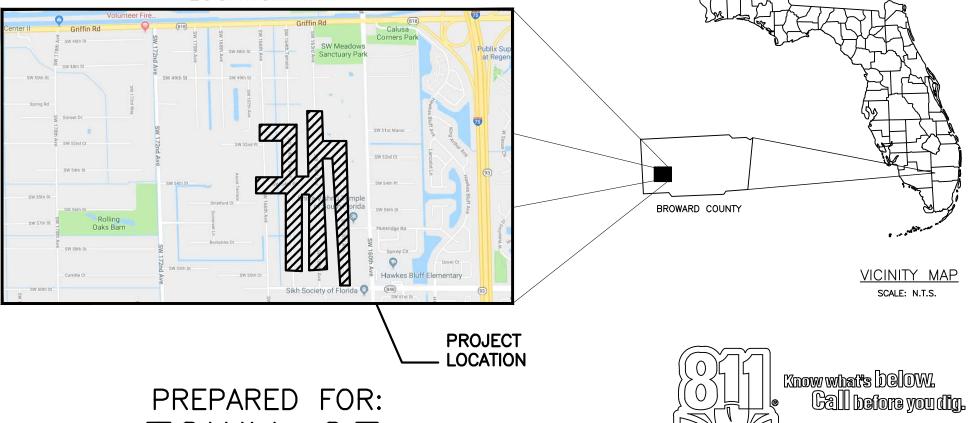
BOB HARTMAN

DENISE "DEE" SCHROEDER

COUNCIL MEMBER

TOWN ADMINISTRATOR

ANDREW BERNS



PREPARED FOR:
TOWN OF
SOUTHWEST RANCES

FOR CONSTRUCTION



FILE NAME: 00-2035-G-00-CVR.dwg

# CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS

21045 COMMERCIAL TRIAL — BOCA RATON, FLORIDA 33486 (561) 314—4445 WWW.CRAIGASMITH.COM CERTIFICATE OF AUTHORIZATION NUMBER: LB0003110



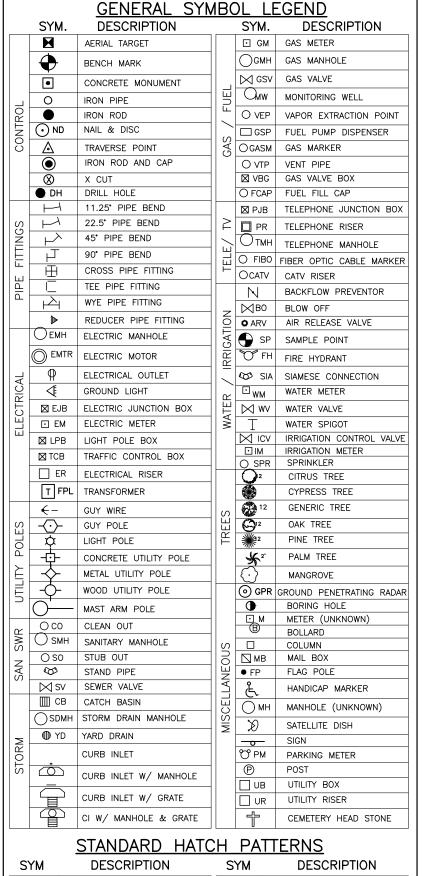
ORLANDO A. RUBIO, P.E.

FLORIDA PROFESSIONAL ENGINEER NO. 48265

	GENERAL	Α	BB	REVIA	ATIONS
ABRV	DESCRIPTION			ABRV	
A/C	AIR CONDITION PAD			NTS	NOT TO :
ACP	ASBESTOS CEMENT PIPE			ORB	OFFICIAL
ALUM	ALUMINUM			0 / S	OFF SET
APPROX	APPROXIMATELY			(P)	PLAT
B.C.R.	BROWARD COUNTY RECORDS			P.B.	PLAT BOO
B/L	BASELINE			P.B.C.R.	PALM BEA
BOTT	ВОТТОМ			PC	POINT OF
(C)	CALCULATED			PCP	PERMANE
CIP	CAST IRON PIPE			PGS	PAGES
Q.	CENTER LINE			PHDPE	PERFORAT
CONC	CONCRETE			PI	POINT OF
D	DEED/DESCRIPTION			PK&D	PK NAIL
D.E.	DRAINAGE EASEMENT			PRC	POINT OF
DIA	DIAMETER			PROP	PROPOSE
DIP	DUCTILE IRON PIPE			PRM	PERMANE
ELEV	ELEVATION			PSM	PROFESS
EOW	EDGE OF WATER			PT	POINT OF
EP	EDGE OF PAVEMENT			PVC	POLY VIN
EXIST	EXISTING			R	RADIUS
FF	FINISHED FLOOR			RCP	REINFORG
FND	FOUND			R.E.	RIM ELEV
FPL	FLORIDA POWER & LIGHT			RGE	RANGE
GFF	GARAGE FINISHED FLOOR			R/W	RIGHT-OF
HDPE	HIGH DENSITY POLYETHYLENE			SEC	SECTION
I.E.	INVERT ELEVATION			тов	TOP OF
IR	IRON ROD			TOE	TOE OF
IR&C	IRON ROD AND CAP			TOP	TOP OF
IP	IRON PIPE			TWP	TOWNSHIP
L	ARC LENGTH			TYP	TYPICAL
LB	LICENSED BUSINESS			U.E.	UTILITY E
LF	LINEAR FEET			VCP	VITRIFIED
(M)	MEASURED		Ī	Δ	DELTA

ABRV	DESCRIPTION	
NTS	NOT TO SCALE	
ORB	OFFICIAL RECORDS BOOK	
0 / S	OFF SET	
(P)	PLAT	
P.B.	PLAT BOOK	
P.B.C.R.	PALM BEACH COUNTY RECORDS	
PC	POINT OF CURVE	
PCP	PERMANENT CONTROL POINT	
PGS	PAGES	
PHDPE	PERFORATED HIGH DENSITY POLYETHYLENE	
PI	POINT OF INTERSECTION	
PK&D	PK NAIL AND DISK	
PRC	POINT OF REVERSE CURVE	
PROP	PROPOSED	
PRM	PERMANENT REFERENCE MARKER	
PSM	PROFESSIONAL SURVEYOR AND MAPPER	
PT	POINT OF TANGENCY	
PVC	POLY VINYL CHLORIDE	
R	RADIUS	
RCP	REINFORCED CONCRETE PIPE	
R.E.	RIM ELEVATION	
RGE	RANGE	
R/W	RIGHT-OF-WAY LINE	
SEC	SECTION	
тов	TOP OF BANK	
TOE	TOE OF SLOPE	
TOP	TOP OF PIPE	
TWP	TOWNSHIP	
TYP	TYPICAL	
U.E.	UTILITY EASEMENT	
VCP	VITRIFIED CLAY PIPE	
	DELTA	

	STANDARD	LINFTYPES	
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	BASELINE	erc erc erc	BURIED TRAFFIC CONTROL
	PARCEL LINE		COMMUNICATIONS DUCTBANK CL
	BOUNDARY LINE		FIBER OPTIC DUCTBANK CL
	EASEMENT LINE	OHW OHW OHW	OVERHEAD WIRE
	LOT LINE	0E 0E	BURIED ELECTRIC
	RIGHT OF WAY LINE	st st	BURIED STREET LIGHTING
	CENTER LINE		ELECTRICAL DUCTBANK CENTER LINE
	SECTION LINE		FORCE MAIN
· <del></del>	LANDSCAPE LINE	SAH SAH SAH SAH	SANITARY SEWER
	EDGE OF WATER	s s s	SANITARY SERVICE
	RR TRACKS	vs vs vs	VACUUM SEWER
	PLAT LINE	so so	STORM DRAIN
	CURB & GUTTER	FIRE FIRE FIRE	FIRE LINE
_x_x_x_x_x_x_x_x_x_x_	FENCE LINE	RWL RWL RWL RWL	RAW WATER LINE
	GUARD RAIL	WLWL	WATER LINE MAIN
UNK UNK UNK	UNKNOWN UTILITY	MC MC MC MC	WATER LINE CHILLED
	ABANDONED UTILITY	WS WS	WATER SERVICE
NFVU NFVU NFVU	NON FIELD VERIFIED UTILITY	— IRR — IRR — IRR — IRR —	IRRIGATION LINE
BCTV BCTV BCTV	BURIED CABLE TV	QAS QAS QAS	GAS LINE ABOVE GROUND
BCL BCL BCL	BURIED COMMUNICATIONS LINE	80 80 80	BURIED GAS LINE
roc roc roc	FIBER OPTIC CABLE	s s	BURIED GAS SERVICE LINE
er er er	BURIED TELEPHONE	— FUEL — FUEL — FUEL —	FUEL LINE



## LINE WEIGHTS

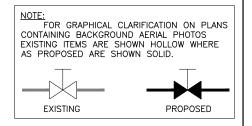
SHADED SOLID LINES & TEXT DENOTE EXISTING EQUIPMENT, STRUCTURES AND WORK.

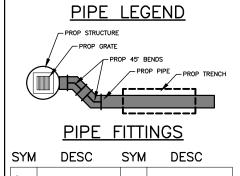
FUTURE NON-SHADED DASHED LINES & TEXT DENOTE FUTURE EQUIPMENT, STRUCTURES AND

PROPOSED NON-

**EXISTING** 

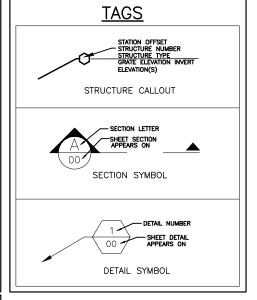
NON—SHADED, BOLD, SOLID LINES & TEXT DENOTE PROPOSED EQUIPMENT, STRUCTURES AND WORK.





SYM	DESC	SYM	DESC
Н	11.25° BEND	<b>√</b> ₁	45° BEND
$\vdash$	22.5° BEND	Ч	90° BEND
H	TEE	전	WYE
	REDUCER	A	PLUG
]	CAP		

NOTE: THE LEGEND SHOWN HEREON IS REPRESENTATIVE OF ALL CAS DRAFTING STANDARDS AND IS NOT PROJECT SPECIFIC.



FOR CONSTRUCTION

1 11/11/19 PHASE 1 REVISED BY CLIENT MM
NO. DATE REVISION BY

Date: 04/15/19
Designed: OAR
Drawn: KJL
Checked: SCS

APPROVED BY: ORLANDO A. RUBIO, P.E.

DATE

EL ORIDA PROFESSIONAL ENGINEER NO. 48265

CRAIG A. SMITH & ASSOCIATES

CONSULTING ENGINEERS-PLANNERS-SURVEYORS

21045 COMMERCIAL TRAIL

BOCA RATION, FLORIDA 333486

(SFI) 314-4445

CERTIFICATE. NO. LIBODO3110

BRICK

CONCRETE

TOWN OF SOUTHWEST RANCHES

STONE

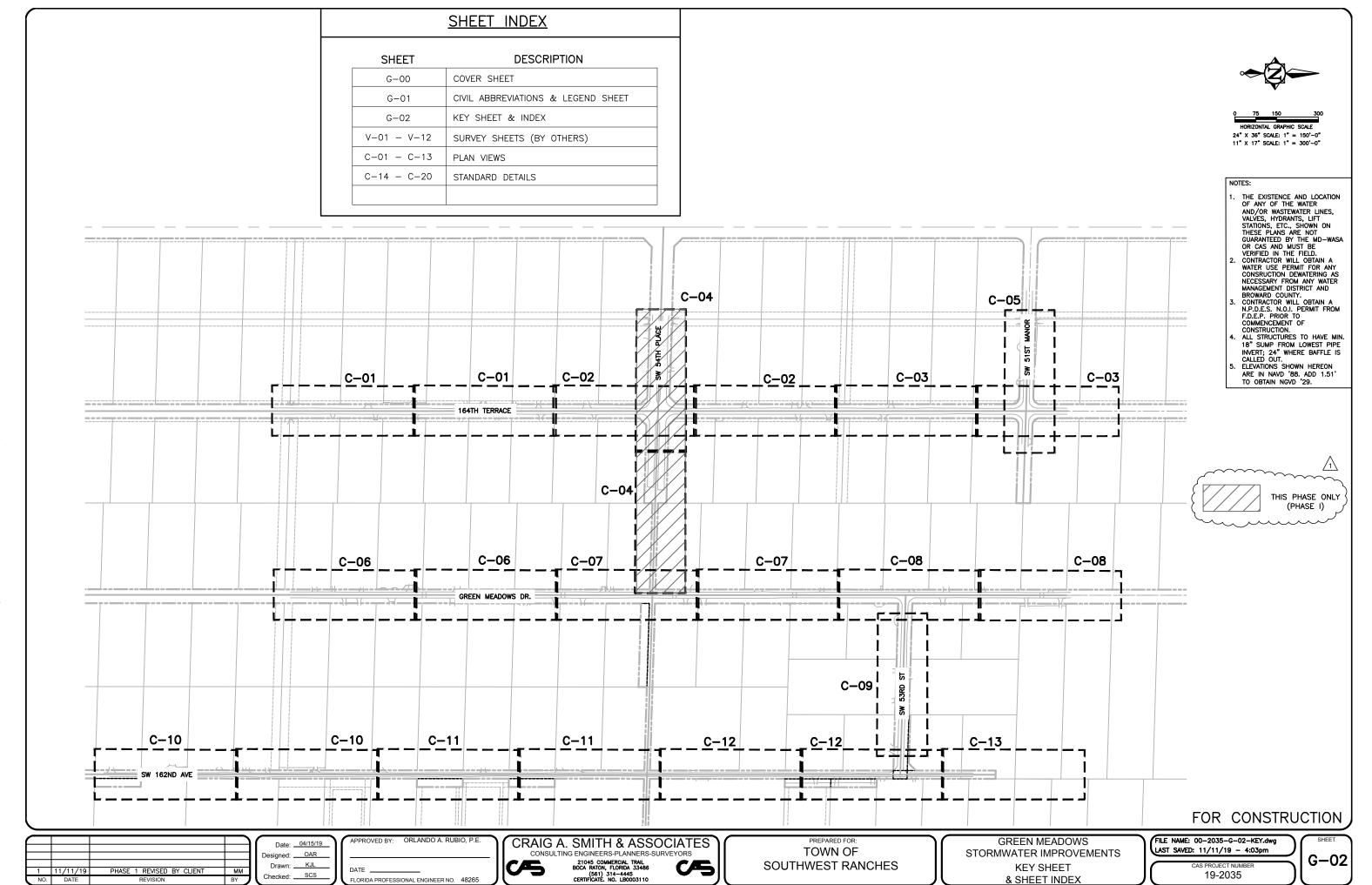
**ASPHALT** 

GREEN MEADOWS
STORMWATER IMPROVEMENTS
CIVIL ABBREVIATIONS
& LEGEND SHEET

FILE NAME: 00-2035-G-01-LGND.dwg
LAST SAVED: 11/11/19 - 2:57pm

19-2035

G-01



# SKETCH OF SURVEY TOPOGRAPHIC SURVEY

#### **PROJECT DESCRIPTION:**

PORTIONS OF ROADS WITHIN THE EAST-HALF ( $E_2^1$ ) OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA.

THE PROJECT AREA INCLUDES A PORTION OF THE FOLLOWING RIGHTS-OF-WAY: SW 162ND AVENUE, SW 163RD AVENUE, SW 164TH TERRACE, SW 51ST MANOR, SW 53RD STREET, AND SW 54TH PLACE, AND COVERS APPROXIMATELY 10,215 LINEAL FEET OF ROADWAY.

## **CONTROL LEGEND:**

**BENCH MARK IRON PIPE** IRON ROD

PKNAIL/SPIKE

*NAIL&TAB* 

## LEGEND:

**ANCHOR** 

BASKET BALL HOOP CATV PEDESTAL CATCH BASIN

CONCRETE POWER POLE ELECTRICAL PULL BOX

0 FIBER OPTIC PEDESTAL FIBER OPTIC PULL BOX

**MAILBOX** 

OUTFALL

FIRE DEPARTMENT CONNECTION

TELEPHONE PEDESTAL

TELEPHONE PULL BOX **WOOD POST** 

**♦** ₩OOD LIGHT POLE

**WOOD TELEPHONE POLE** 

YARD DRAIN

→ ALUMINUM FENCE

--- CHAIN LINK FENCE ---- EDGE OF WATER

---- GUARDRAIL

~~~~ HEDGE

—онw— OVER HEAD WIRES — STM— STORM SEWER PIPE

— TOB— TOP OF BANK

····· VINYL FENCE **WOOD FENCE** 

---- WROUGHT IRON FENCE

## ABBREVIATION LEGEND:

ALUMINUM FENCE

BENCHMARK BOTTOM OF STRUCTURE

CLFCHAIN LINK FENCE CONC CONCRETE

CMPCORRUGATE METAL PIPE

ELEV ELEVATION FND FOUND

INVERT ELEVATION LICENSED BUSINESS

MDCR MIAMI DADE COUNTY RECORDS ORB OFFICIAL RECORDS BOOK

PB PLAT BOOK

PGPAGE PRM PERMANENT REFERENCE MONUMENT

POINT PVCPOLYVINYL CHLORIDE PIPE

REINFORCED CONCRETE PIPE RCP

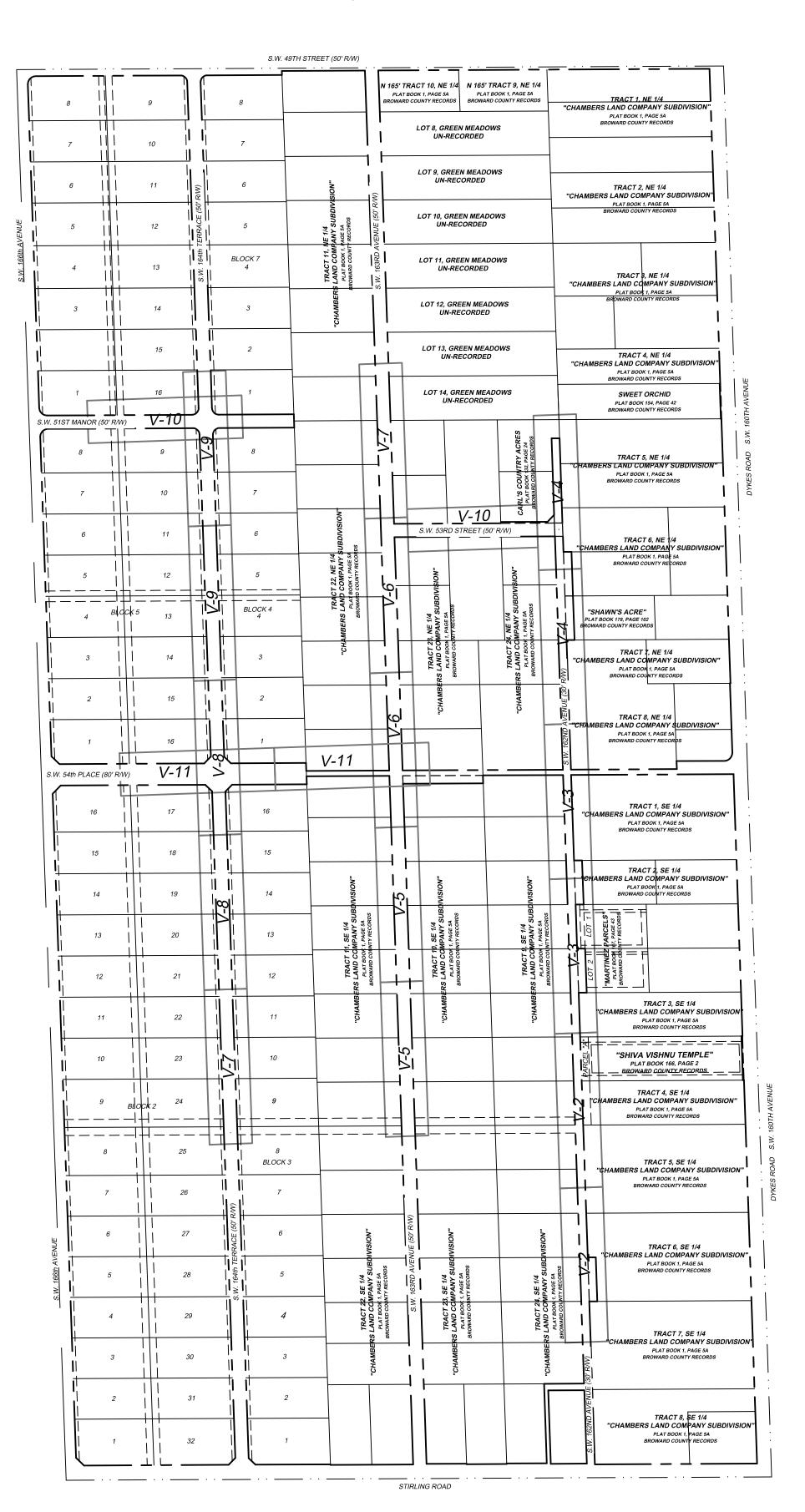
RIM ELEVATION RIGHT OF WAY

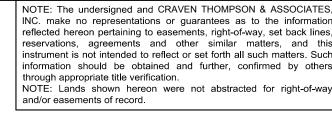
SAN SANITARY

VF

VINYL FENCE WIF WROUGHT IRON FENCE

**WOOD 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.
- 2. THIS PROJECT WAS PERFORMED UNDER SAID SUBCONTRACT AGREEMENT FOR SURVEY & MAPPING UNDER CRAVEN THOMPSON & ASSOCIATES, INC. (CTA) PROJECT NUMBER 18-0050-001-01
- 3. THE EXPECTED USE OF THIS SURVEY AND MAP IS FOR ROADWAY DRAINAGE PURPOSES.
- FOOT IN 10,000 FEET. 5. THE ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM
- OF 1988 (NAVD88) AND ARE BASED ON THE FOLLOWING PUBLISHED BENCHMARKS OF

• FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) BENCHMARK "HA8", A BRASS

4. THE LINEAR MEASUREMENTS EXCEED THE MINIMUM RELATIVE DISTANCE ACCURACY OF 1

- DISC SET IN CONCRETE STAMPED "I-75-90-C12", LOCATED ON THE SOUTHEAST CORNER OF GRIFFIN ROAD BRIDGE OVER 1-75. BASED ON PNC SHEET FROM FDOT FINANCIAL PROJECT 411322-1-52-01. ELEVATION= 35.767'
- FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) BENCHMARK "Y196", A BRASS DISC SET IN CONCRETE WALK AT THE SOUTHWEST CORNER OF STIRLING ROAD BRIDGE NO 860331 OVER I-75 STAMPED "8696-Y196". ELEVATION= 32.31'

A BENCHMARK LEVEL LOOP USING A TRIMBLE DINI DIGTAL LEVEL WAS RUN BETWEEN

THE STATED BENCHMARKS AND THE SURVEY CONTROL SHOWN ON THE ATTACHED

TOPOGRAPHIC SURVEY 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 REAL TIME KINEMATIC (RTK) SURVEY WAS PERFORMED HOLDING FDOT GEODETIC CONTROL MONUMENTS, "HA8", "Y196", AND A LIDAR TARGET "T-1" SET ON PREVIOUS CTA PROJECT 18-0005-001-01 CREATED FROM A PREVIOUS STATIC GPS SURVEY AND WAS FIXED FOR HORIZONTAL POSITION. TARGET "T1" HAS COORDINATES N. 620328.203, E. 853620.169, ELEV. 4.569' DURING THE RTK GPS CONTROL SURVEY CONTINUOUS BASE STATIONS WERE OCCUPYING THE ABOVE MONUMENTS AND ALL MOBILE LIDAR TARGETS WERE COLLECTED FOR 180 EPOCH PERIODS AND AVERAGED FOR THEIR HORIZONTAL
- 7. THE PROJECT SURVEY 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°
- 9. RIGHT-OF-WAY LINES ARE BASED ON THE RECORDED PLATS AND DOCUMENTS IN THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA AND THEN UTILIZING EXISTING FOUND MONUMENTATION TO DETERMINE A BEST FIT INTERPRETATION AGAINST THE RECORDED

10. ALL DOCUMENTS SHOWN HEREON REFER TO THE RECORDED PLATS IN BROWARD COUNTY UNLESS OTHERWISE NOTED.

11. SEE TREE TABLE ON SHEET 12 OF 12

12. FIELD BOOK (FB) REFERENCES: FB 2993, PAGES 1-34, FB 3005, PAGES 41-42

13. STATIONING SHOWN ALONG EACH NORTH-SOUTH ROADWAY RUNS FROM SOUTH TO NORTH STARTING AT STA. 0+00 AT THE SECTION LINE ON STIRLING ROAD. ON THE EAST-WEST ROADWAYS, IT RUNS WEST TO EAST EAST STARTING AT STA. 0+00 ON THE CENTERLINE OF THE ROADWAY TO THE WEST OR AT THE WEST LINE OF THE EAST HALF OF SECTION 32-50-40 DEPENDING ON THAT PARTICULAR ROAD. THE STATIONING WAS NOT MONUMENTED ON THIS SURVEY, ONLY GRAPHICALLY REPRESENTED.

### **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 5J-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: 02-27-2018

RICHARD D PRYCE, FOR THE FIRM FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO 4038 CRAVEN THOMPSON & ASSOCIATES, INC. LICENSED BUSINESS NUMBER NO. 271

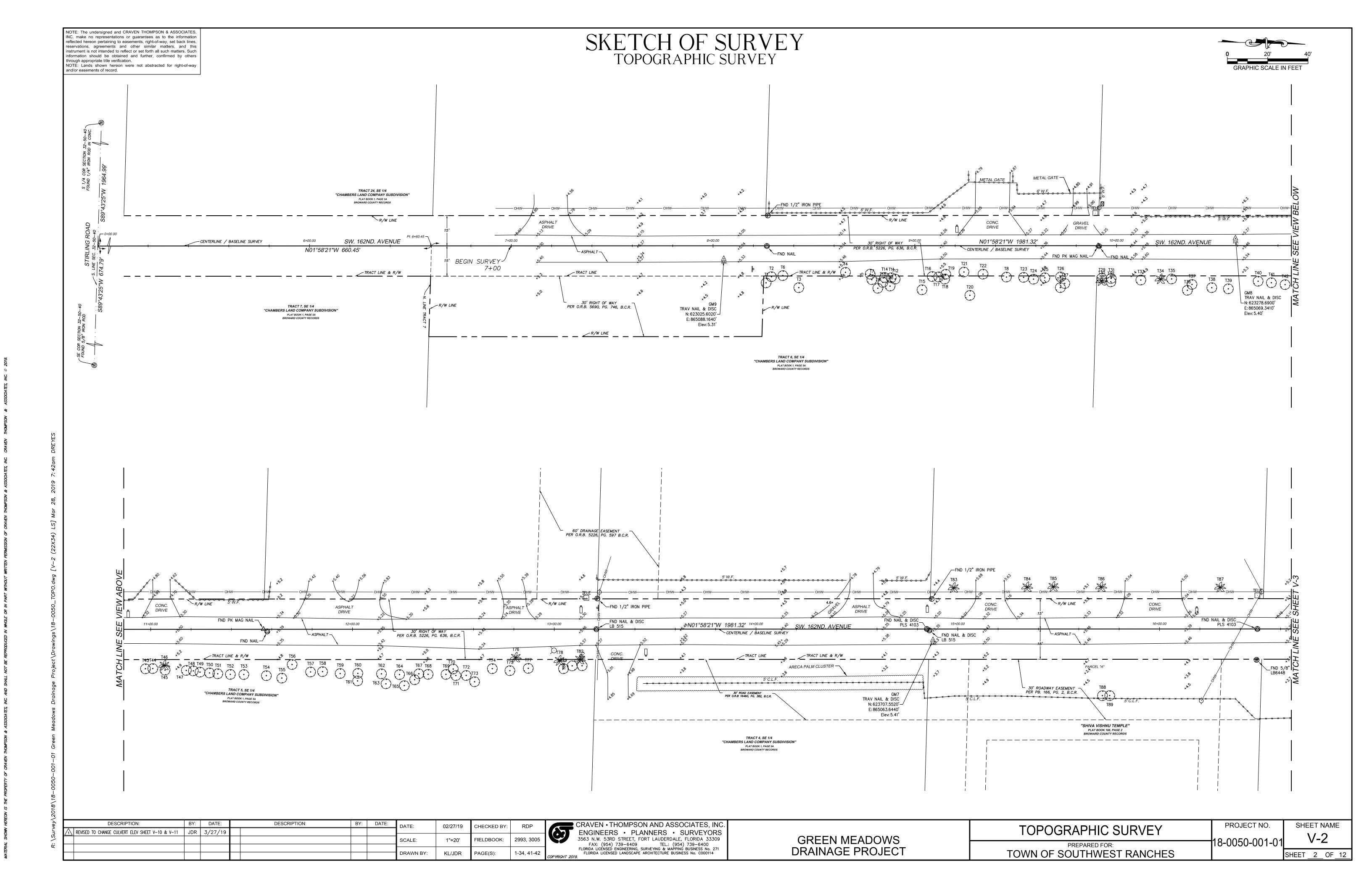
THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A PDF FORMAT WITH A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17 FLORIDA ADMINISTRATIVE CODE.

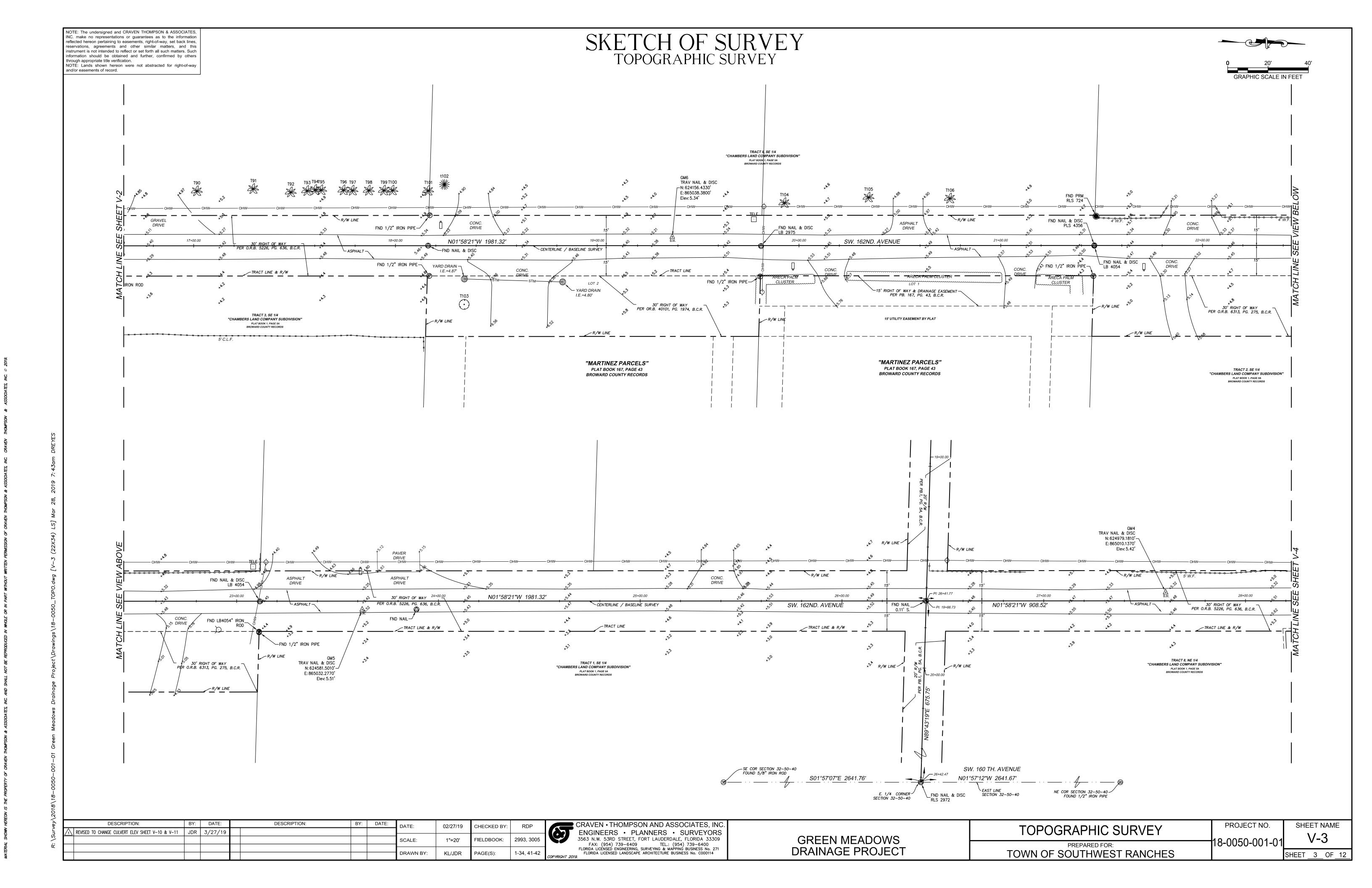
| RAVEN • I HOMPSON AND ASSOCIATES                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ENGINEERS ' PLAINIERS ' SORVET                                                                                                                                           |
| 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 3<br>FAX: (954) 739—6409                                                                                                 |
| SHRVEYING                                                                                                                                                                |
| FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C0001                                                                                                               |
|                                                                                                                                                                          |
| WN HEREON IS THE PROPERTY OF CRANEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT<br>ED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF CRANEN THOMPSON & ASSOCIATES, INC. |

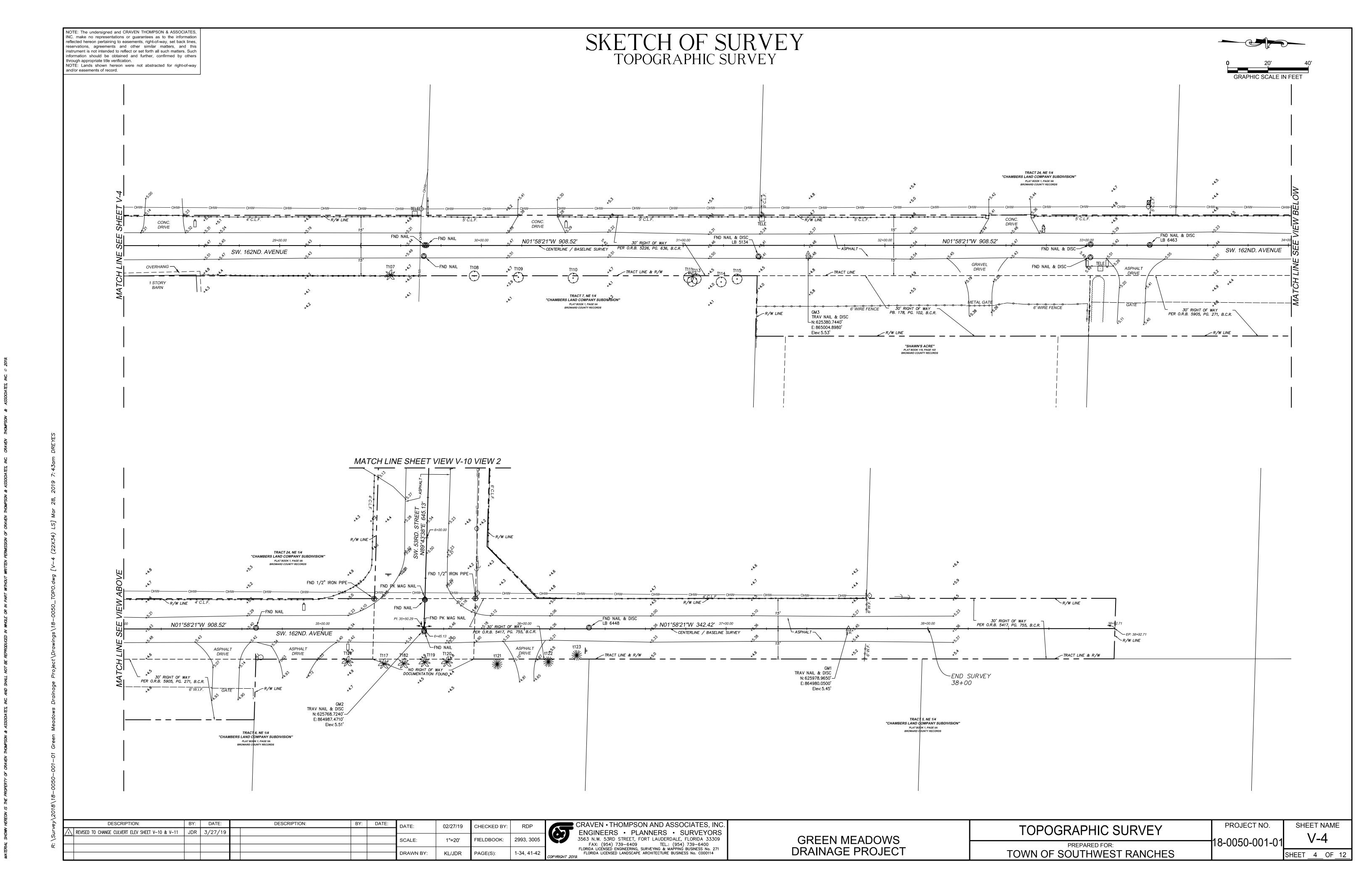


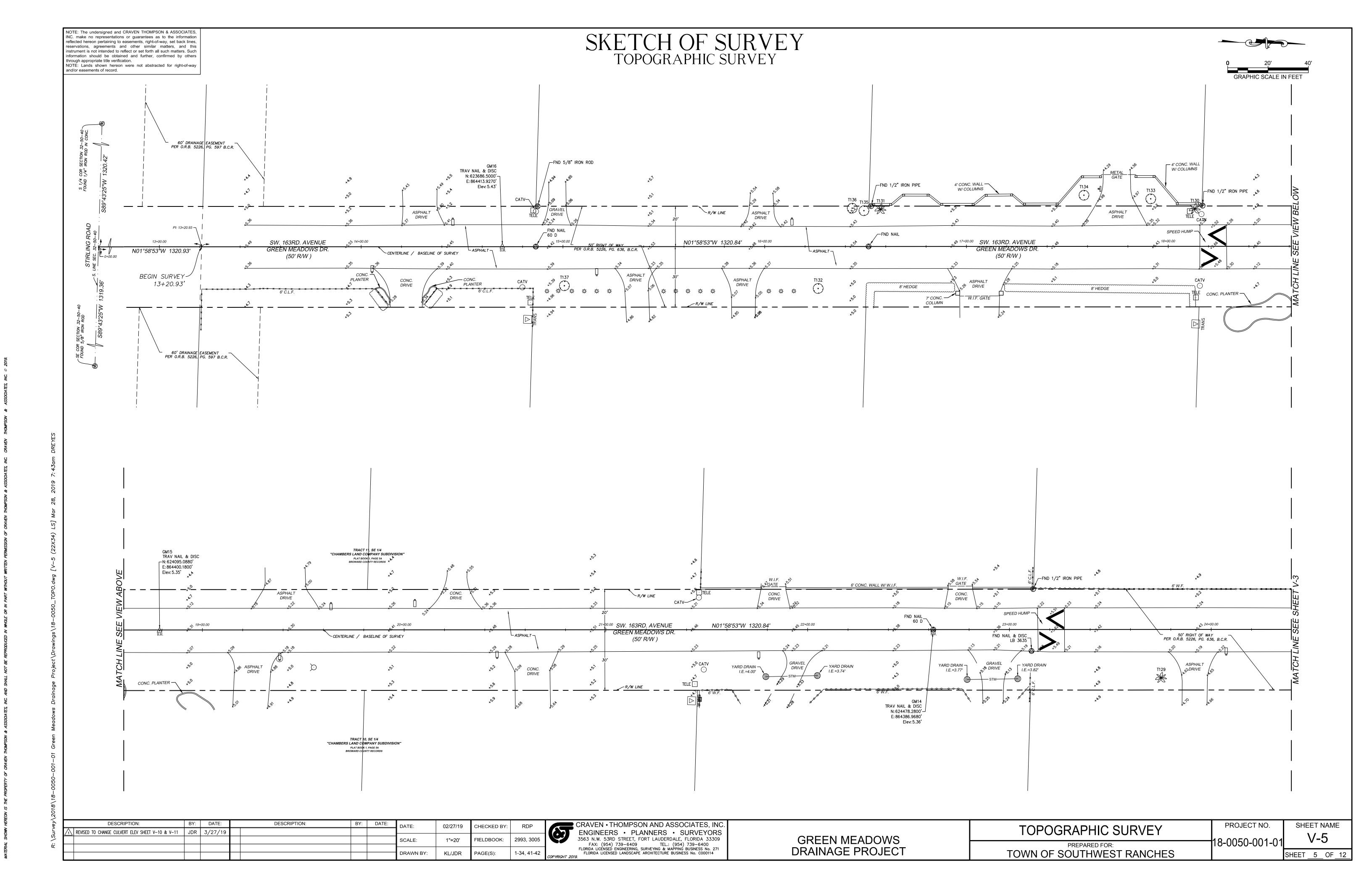
SEAL PROJECT NO. 18-0050-001

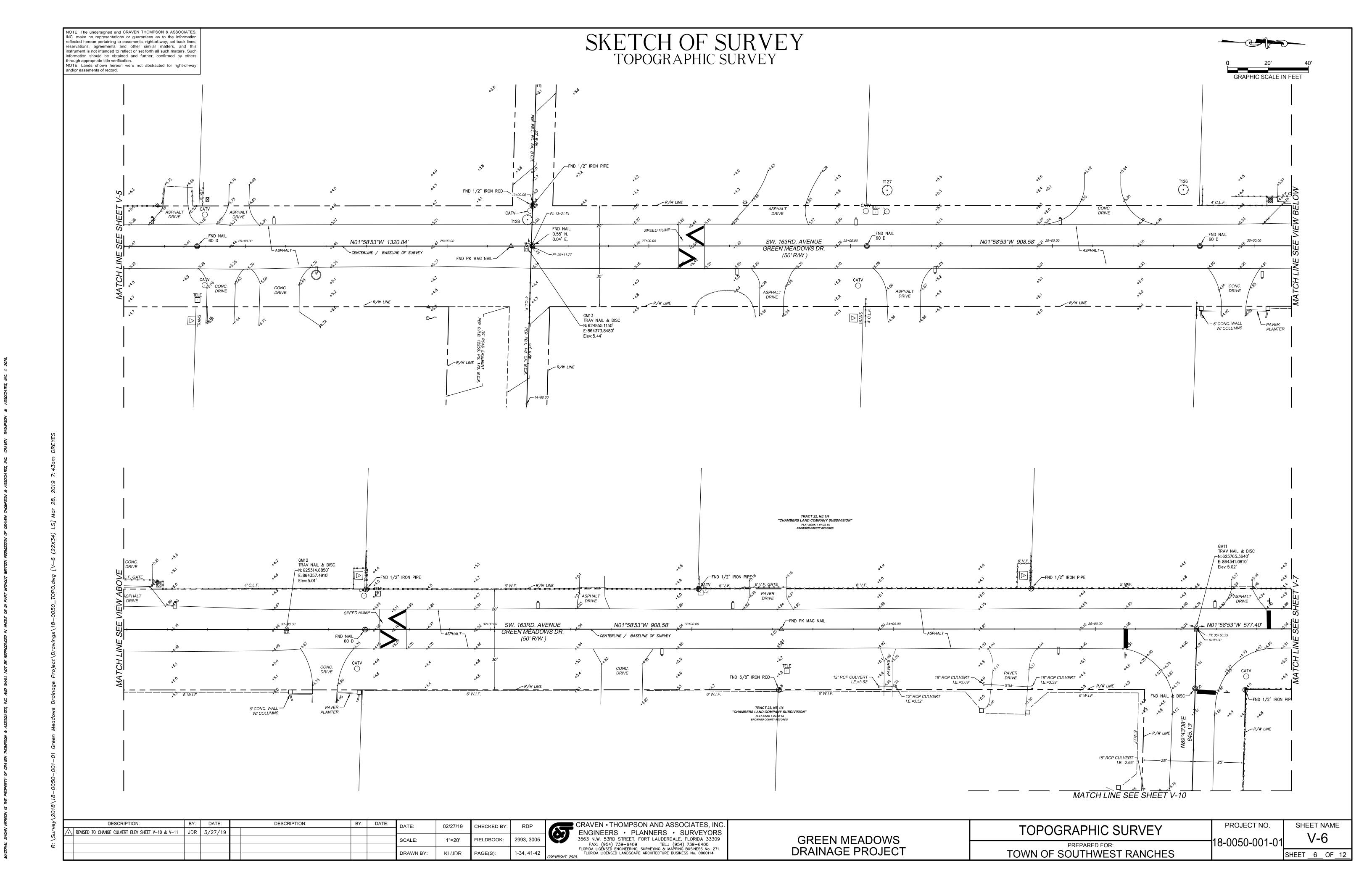
SHEET 1 OF 12

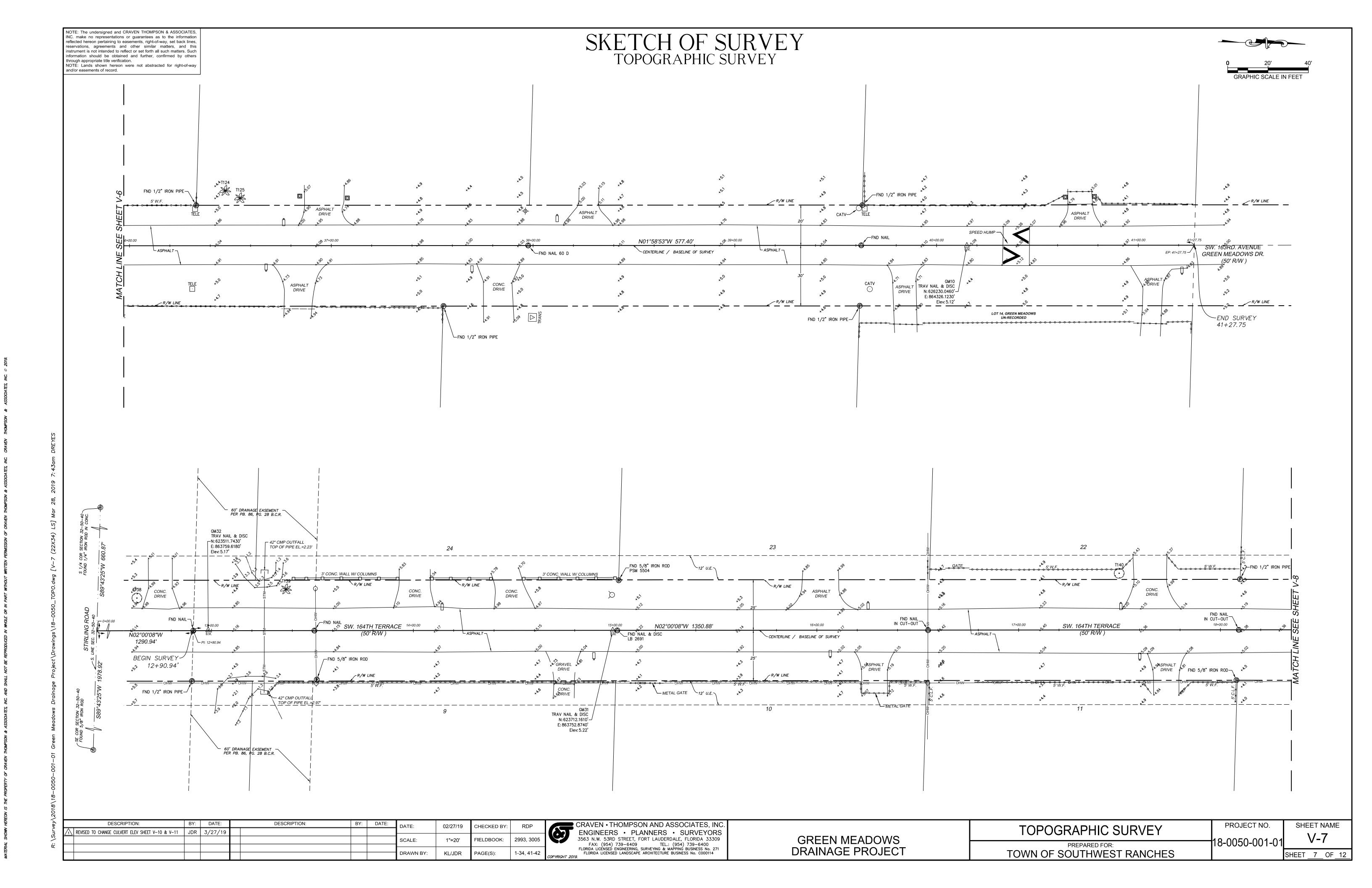


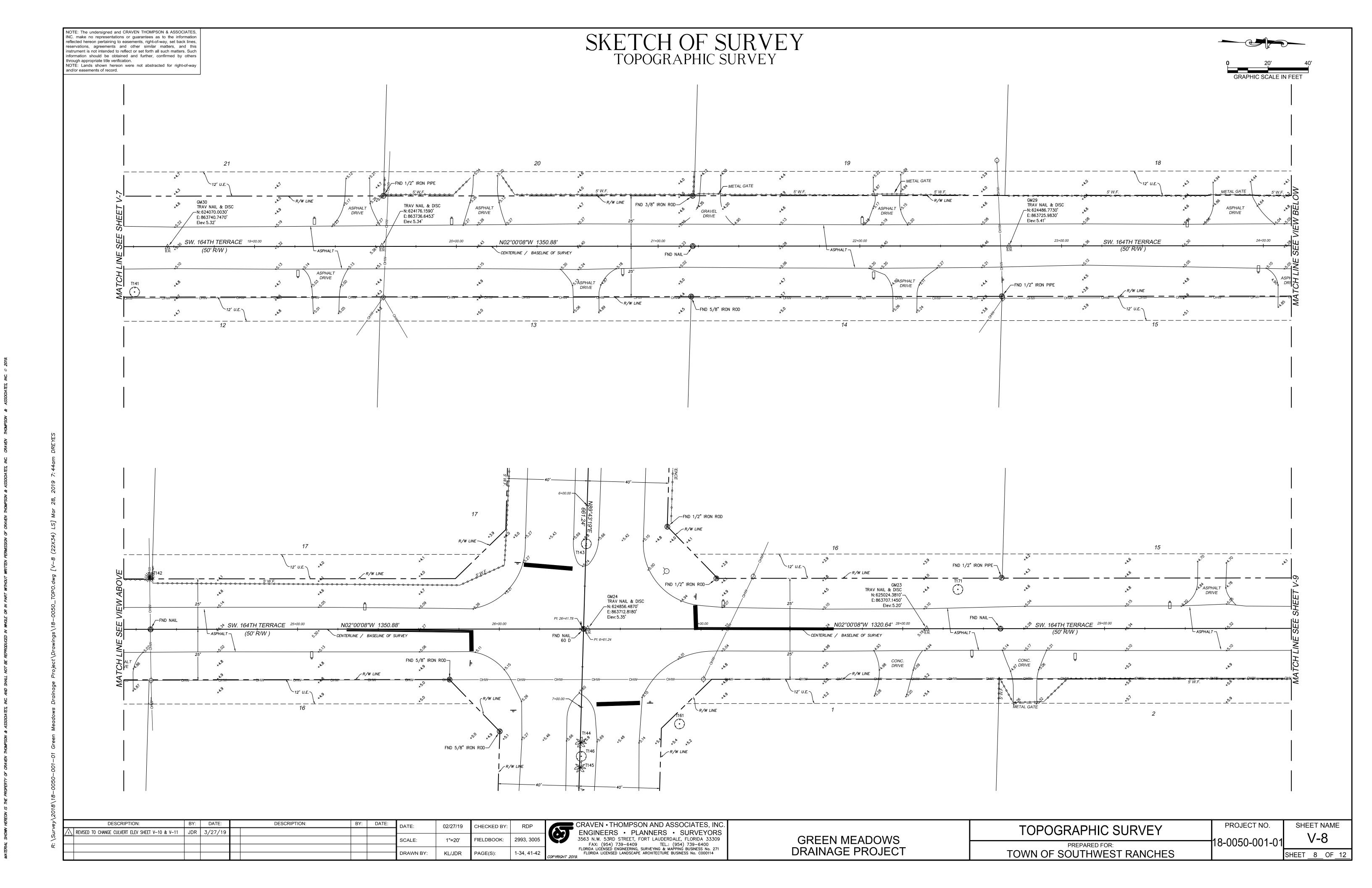


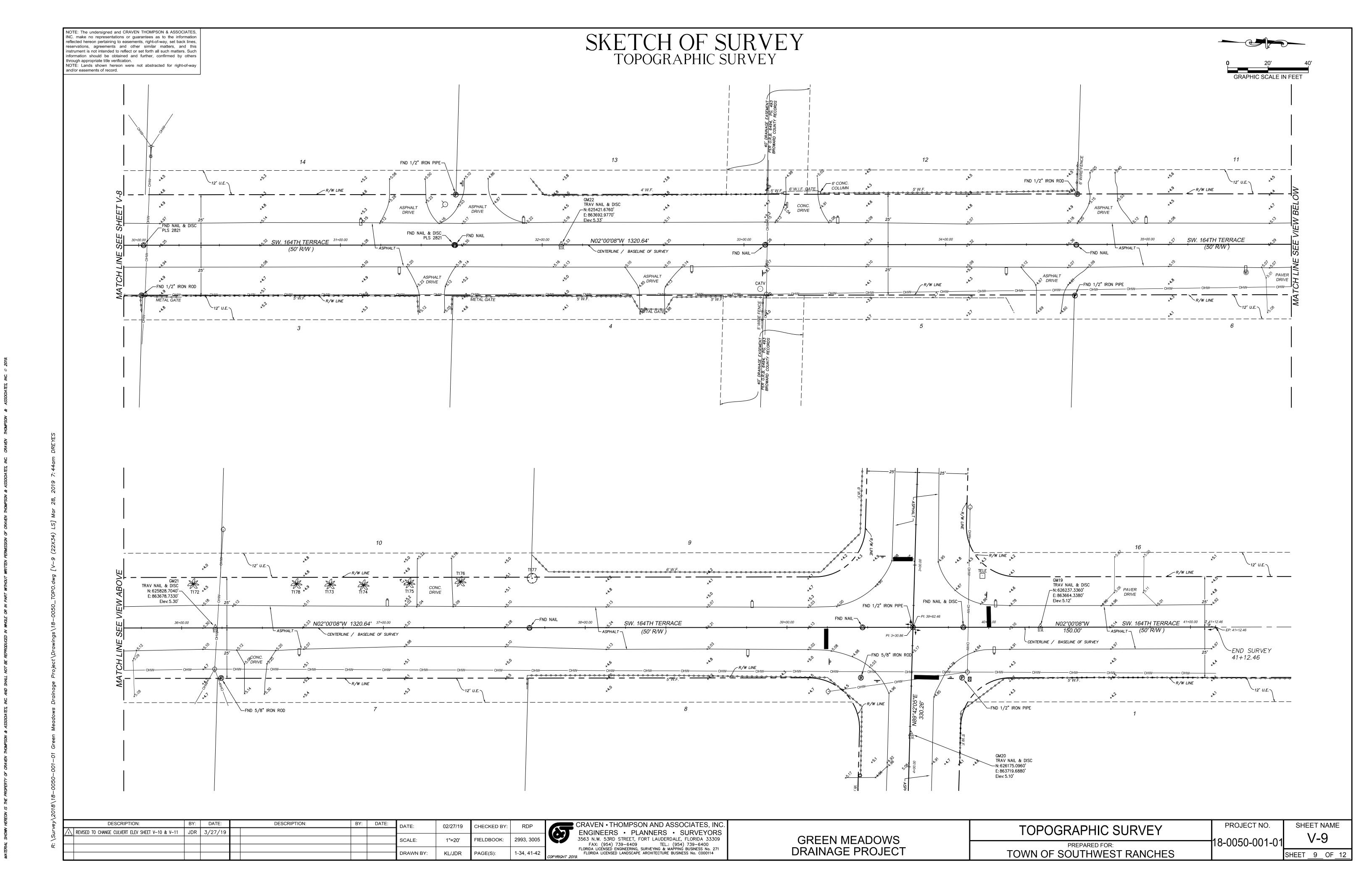


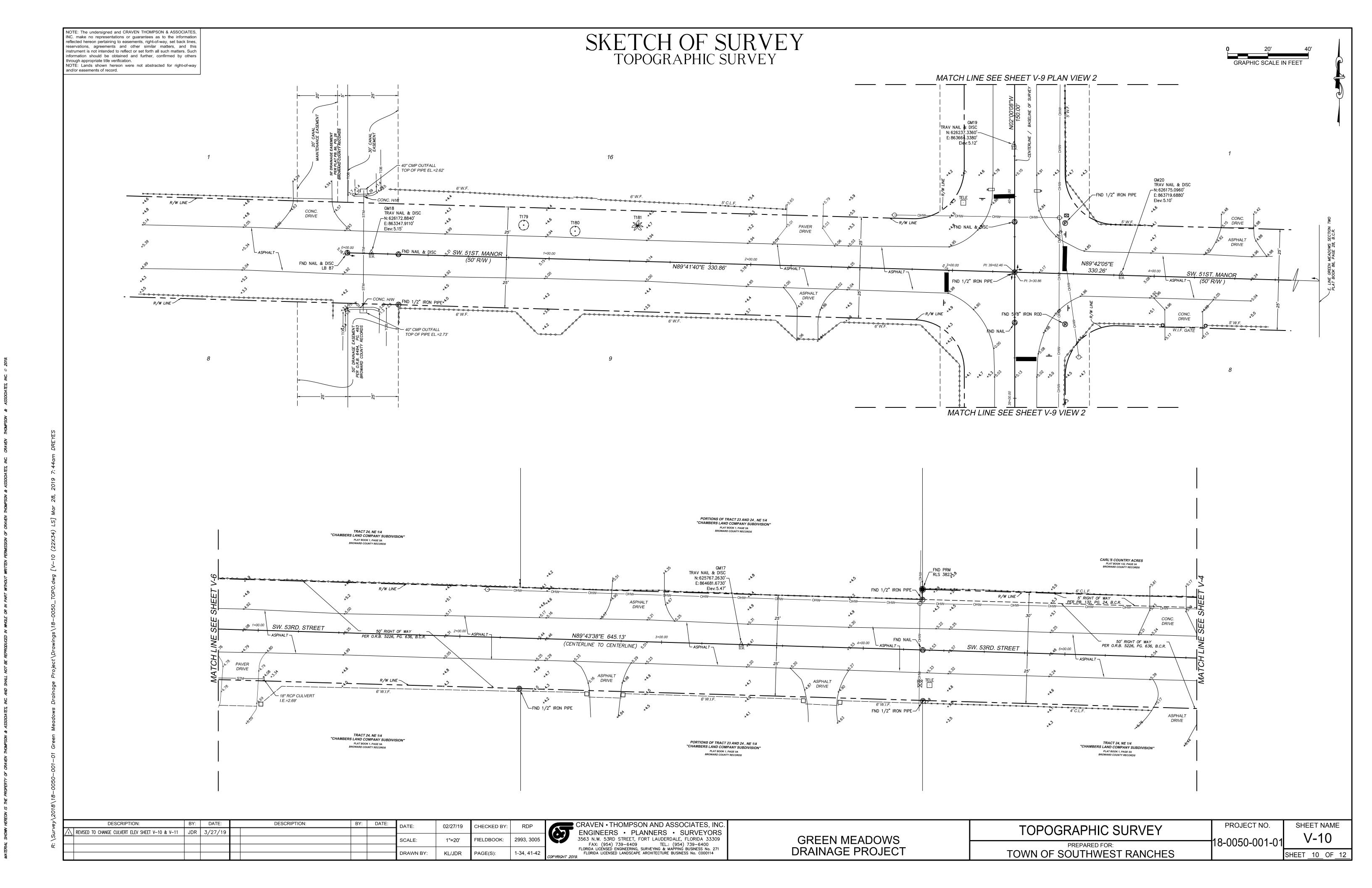


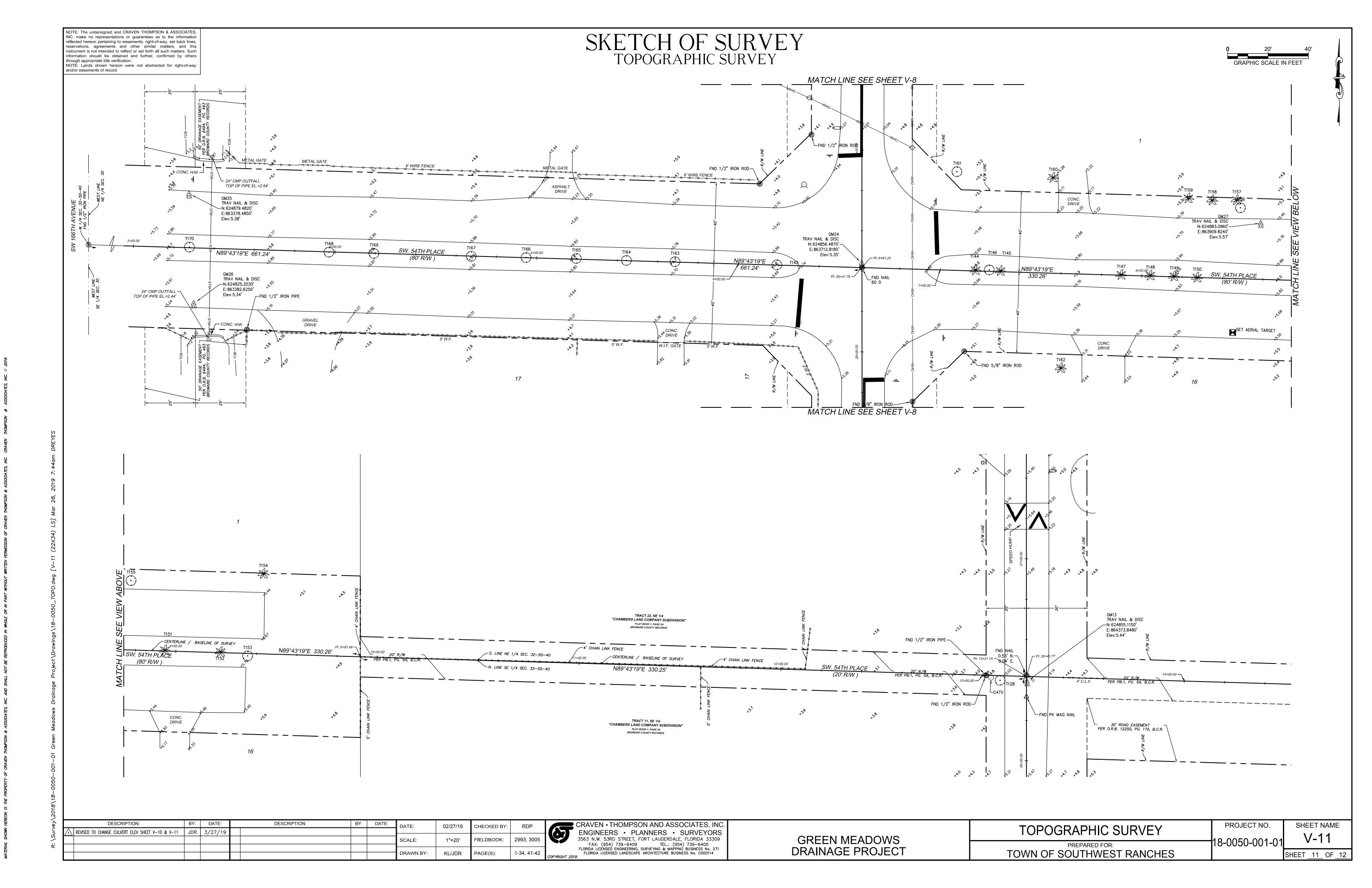












# SKETCH OF SURVEY TREE TABLE

| Name | Full Description     |
|------|----------------------|
| T1   | 6" UNKNOWN           |
| T2   | 6" UNKNOWN           |
| ТЗ   | 40" UNKNOWN          |
| Т4   | 10" BISCHOFFIA       |
| T5   | 12" BISCHOFFIA       |
| Т6   | 6" UNKNOWN           |
| Т7   | 8" BISCHOFFIA        |
| Т8   | 30" UNKNOWN          |
| Т9   | 8" BISCHOFFIA        |
| T10  | 6" BISCHOFFIA        |
| T11  | 6" BISCHOFFIA        |
| T12  | 8" BISCHOFFIA        |
| T13  | 10" BISCHOFFIA       |
| T14  | 10" BISCHOFFIA       |
| T15  | 36" BISCHOFFIA       |
| T16  | 4" BISCHOFFIA        |
| T17  | 14" UNKNOWN          |
| T18  | 8" UNKNOWN           |
| T19  | 28" BISCHOFFIA       |
| T20  | 6" BISCHOFFIA        |
| T21  | 18" BISCHOFFIA       |
| T22  | 18" UNKNOWN          |
| T23  | 30" UNKNOWN          |
| T24  | 12" UNKNOWN          |
| T25  | 18" UNKNOWN          |
| T26  | 8" BISCHOFFIA        |
| T27  | 6" BISCHOFFIA        |
| T28  | 4" UNKNOWN           |
| T29  | 10" UNKNOWN          |
| Т30  | 6" ROYAL PALM BH=12' |
| T31  | 8" UNKNOWN           |
| Т32  | 6" UNKNOWN           |
| T33  | 6" UNKNOWN           |
| T34  | 4" FAN PALM BH=3'    |
| T35  | 10" BISCHOFFIA       |
| Т36  | 10" BISCHOFFIA       |
| T37  | 8" UNKNOWN           |
| T38  | 6" BISCHOFFIA        |
| T39  | 12" UNKNOWN          |
| T40  | 6" UNKNOWN           |
| T41  | 20" BISCHOFFIA       |
| T42  | 8" BISCHOFFIA        |
| T43  | 8" BISCHOFFIA        |
|      |                      |

| Name    | Full Description      |
|---------|-----------------------|
| T44     | 8" BISCHOFFIA         |
| T45     | 8" BISCHOFFIA         |
| T46     | 4" FAN PALM BH=3'     |
| T47     | 14" BISCHOFFIA        |
| T48     | 8" BISCHOFFIA         |
| T49     | 18" BISCHOFFIA        |
| T50     | 6" UNKNOWN            |
| T51     | 8" BISCHOFFIA         |
| T52     | 8" UNKNOWN            |
| T53     | 8" UNKNOWN            |
| T54     | 14" BISCHOFFIA        |
| T55     | 20" BISCHOFFIA        |
| T56     | 24" BISCHOFFIA        |
| T57     | 8" UNKNOWN            |
| T58     | 8" UNKNOWN            |
| <br>T59 | 10" UNKNOWN           |
|         | 12" UNKNOWN           |
| T61     | 10" UNKNOWN           |
|         | 8" UNKNOWN            |
|         | 12" UNKNOWN           |
|         | 14" UNKNOWN           |
| T65     | 8" UNKNOWN            |
|         | 10" UNKNOWN           |
|         | 10" UNKNOWN           |
|         | 10" UNKNOWN           |
|         | 10" BISCHOFFIA        |
|         | 10" BISCHOFFIA        |
|         | 8" UNKNOWN            |
|         | 6" BISCHOFFIA         |
|         | 6" BISCHOFFIA         |
|         | 12" UNKNOWN           |
|         | 36" BLACK OLIVE       |
|         | 10" SABAL PALM BH=5'  |
|         | 10" UNKNOWN           |
|         | 12" SABAL PALM BH=6'  |
|         | 10" UNKNOWN           |
|         | 16" UNKNOWN           |
| T81     | 14" UNKNOWN           |
| Т82     | 8" SABAL PALM BH=4'   |
| Т83     | 10" ROYAL PALM BH=15' |
| T84     | 10" ROYAL PALM BH=12' |
|         | 12" ROYAL PALM BH=15' |
|         | 12" ROYAL PALM BH=12' |

| Name         | Full Description            |  |  |
|--------------|-----------------------------|--|--|
| Т87          | 10" ROYAL PALM BH=15'       |  |  |
| T88          | 5" UNKNOWN                  |  |  |
| T89          | 4" UNKNOWN                  |  |  |
| <br>T90      | 6" ROYAL PALM BH=10'        |  |  |
|              | 6" ROYAL PALM BH=8'         |  |  |
|              |                             |  |  |
|              | 4" ROYAL PALM BH=8'         |  |  |
| <i>T93</i>   | 6" ROYAL PALM BH=10'        |  |  |
| T94          | 4" ROYAL PALM BH=9'         |  |  |
| T95          | 3" ROYAL PALM BH=9'         |  |  |
| T96          | 10" ROYAL PALM BH=18'       |  |  |
| T97          | 8" ROYAL PALM BH=8'         |  |  |
| <br>T98      | 8" ROYAL PALM BH=10'        |  |  |
|              |                             |  |  |
| T99          | 8" ROYAL PALM BH=10'        |  |  |
| T100         | 3" ROYAL PALM BH=7'         |  |  |
| T101         | 8" ROYAL PALM BH=10'        |  |  |
| T102         | 20" SLASH PINE              |  |  |
| T103         | 12" OAK                     |  |  |
| T104         | 8" ROYAL PALM BH=12'        |  |  |
| T105         | 12" WASHINGTONIA PALM BH=1' |  |  |
| T106         | 12" WASHINGTONIA PALM BH=6' |  |  |
| T107         | 10" ROYAL PALM BH=25'       |  |  |
| T108         | 10" BISCHOFFIA              |  |  |
| T109         | 8" BISCHOFFIA               |  |  |
| T110<br>T111 | 8" BISCHOFFIA<br>6" OAK     |  |  |
| T112         | 6" BISCHOFFIA               |  |  |
|              | 4" OAK                      |  |  |
|              | 14" BISCHOFFIA              |  |  |
|              | 24" BISCHOFFIA              |  |  |
|              | 6" ROYAL PALM BH=10'        |  |  |
|              | 10" ROYAL PALM BH=12'       |  |  |
|              | 8" ROYAL PALM BH=12'        |  |  |
| T120         | 8" ROYAL PALM BH=12'        |  |  |
|              | 56" AUSTRAILIAN PINE        |  |  |
|              | 50" AUSTRAILIAN PINE        |  |  |
| T123         | 12" AUSTRAILIAN PINE        |  |  |
| T124         | 10" SABAL PALM BH=8'        |  |  |
| T125         | 10" SABAL PALM BH=12'       |  |  |
| T126         | 14" UNKNOWN                 |  |  |
| T127         | 14" UNKNOWN                 |  |  |
| T128         | 12" JACARANDA               |  |  |
| T129         | 18" ROYAL PALM BH=35'       |  |  |
| T130         | 4" ROBELLINI PALM BH=6'     |  |  |
| T131         | 4" ROBELLINI PALM BH=8'     |  |  |
| T132         | 24" JACARANDA               |  |  |
| T133         | 16" UNKNOWN                 |  |  |
| T134         | 18" UNKNOWN                 |  |  |
| T135         | 5" OAK                      |  |  |

| Name | Full Description             |
|------|------------------------------|
| T136 | 18" GUMBO LIMBO              |
| T137 | 24" JACARANDA                |
| T138 | 8" UNKNOWN                   |
| T139 | 10" FAN PALM BH=10'          |
| T140 | 8" UNKNOWN                   |
| T141 | 6" GUMBO LIMBO               |
| T142 | 48" AUSTRAILIAN PINE         |
| T143 | 24" BLACK OLIVE              |
| T144 | 6" QUEEN PALM BH=10'         |
| T145 | 6" QUEEN PALM BH=15'         |
| T146 | 24" BLACK OLIVE              |
| T147 | 14" ROYAL PALM BH=22'        |
| T148 | 14" ROYAL PALM BH=25'        |
| T149 | 14" ROYAL PALM BH=25'        |
| T150 | 6" ROYAL PALM BH=12'         |
|      | 6" ROYAL PALM BH=12'         |
| T152 | 8" ROYAL PALM BH=15'         |
|      | 24" BLACK OLIVE              |
| T154 | 18" ROYAL PALM BH=30'        |
| T155 | 18" OAK                      |
| T156 | 20" OAK                      |
| T157 | 18" ROYAL PALM BH=30'        |
| T158 | 18" ROYAL PALM BH=32'        |
| T159 | 18" ROYAL PALM BH=35'        |
| T160 | 20" ROYAL PALM BH=40'        |
| T161 | 18" GUMBO LIMBO              |
| T162 | 14" ROYAL PALM BH=25'        |
| T163 | 8" BLACK OLIVE               |
|      | 8" BLACK OLIVE               |
|      | 8" BLACK OLIVE               |
|      | 10" BLACK OLIVE              |
|      | 10" BLACK OLIVE              |
| T168 | 10" BLACK OLIVE              |
|      | 20" BLACK OLIVE              |
|      | 8" BLACK OLIVE               |
|      | 12" OAK                      |
|      | 60" ARECA BAMBOO PALM BH=20' |
|      |                              |
| T173 | 20" PALM BH=15'              |
| T174 | 20" PALM BH=15'              |
| T175 | 8" CHINESE FAN PALM BH=30'   |
| T176 | 8" CHINESE FAN PALM BH=30'   |
| T177 | 18" WILD TAMARIND            |
| T178 | 20" PALM BH=12'              |
| T179 | 8" WILD TAMARIND             |
| T180 | 8" WILD TAMARIND             |
| T181 | 6" QUEEN PALM BH=4'          |
| T182 | 8" ROYAL PALM BH=10'         |

| \Drawin                        |
|--------------------------------|
| Project                        |
| ws Drainage Project            |
| Meadows                        |
| Green                          |
| R: \Survey\2018\18-0050-001-01 |
| R: \                           |
|                                |

| DESCRIPTION:    |                                                  | BY: | DATE:   | DESCRIPTION: | BY: | DATE: | DATE:     | 02/27/19 | CHECKED BY: | RDP         |
|-----------------|--------------------------------------------------|-----|---------|--------------|-----|-------|-----------|----------|-------------|-------------|
| $\overline{\ }$ | REVISED TO CHANGE CULVERT ELEV SHEET V-10 & V-11 | JDR | 3/27/19 |              |     |       |           | 02/2//10 | 01120112011 | 1.21        |
|                 |                                                  |     |         |              |     |       | SCALE:    | 1"=20'   | FIELDBOOK:  | 2993, 3005  |
|                 |                                                  |     |         |              |     |       |           |          |             |             |
|                 |                                                  |     |         |              |     |       | DRAWN BY: | KL/JDR   | PAGE(S):    | 1-34, 41-42 |

| 005 | CRAVEN • THOMPSON AND ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| -42 | FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114  COPYRIGHT 2019.                       |  |

(561) 314-4445 CERTIFICATE, NO. LB0003110

Checked: SCS

FLORIDA PROFESSIONAL ENGINEER NO. 4826

19-2035

STA: 13+00 - 22+55

FLORIDA PROFESSIONAL ENGINEER NO. 48265

FLORIDA PROFESSIONAL ENGINEER NO. 48265

FLORIDA PROFESSIONAL ENGINEER NO. 4826

STA: 03+00 - 13+00

HORIZONTAL GRAPHIC SCALE 24" X 36" SCALE: 1" = 20'-0" 11" X 17" SCALE: 1" = 40'-0"

#### NOTES:

MANOR

ST

SW. 5'

ROJE STA:

靣

0

M

- THE EXISTENCE AND LOCATION OF ANY OF THE WATER AND/OR WASTEWATER LINES, VALVES, HYDRANTS, LIFT STATIONS, ETC., SHOWN ON THESE PLANS ARE NOT GUARANTEED BY THE MD-WASA OR CAS AND MUST BE VERIFIED IN THE FIELD. CONTRACTOR WILL OBTAIN A WATER USE PERMIT FOR ANY CONSRUCTION DEWATERING AS NECESSARY FROM ANY WATER MANAGEMENT DISTRICT AND BROWARD COUNTY.
- MANAGEMENT DISTRICT AND BROWARD COUNTY, CONTRACTOR WILL OBTAIN A N.P.D.E.S. N.O.I. PERMIT FROM F.D.E.P. PRIOR TO COMMENCEMENT OF CONSTRUCTION.
  ALL STRUCTURES TO HAVE MIN. 18" SUMP FROM LOWEST PIPE INVERT; 24" WHERE BAFFLE IS CALLED OUT.
- ELEVATIONS SHOWN HEREON ARE IN NAVD '88. ADD 1.51' TO OBTAIN NGVD '29.

FOR CONSTRUCTION

TOWN OF 21045 COMMERCIAL TRAIL BOCA RATON, FLORIDA 33486 **SOUTHWEST RANCHES** 

**GREEN MEADOWS** STORMWATER IMPROVEMENTS SW. 51ST MANOR STA: 00+00 - 04+55

FILE NAME: 02-2035-C-05-STRM.dwg LAST SAVED: 11/11/19 - 11:03am

C-05

| _  |    |                           |          |    |
|----|----|---------------------------|----------|----|
|    |    |                           |          |    |
|    |    |                           |          |    |
| D  |    |                           |          |    |
|    |    |                           |          |    |
| Ι. | MM | PHASE 1 REVISED BY CLIENT | 11/11/19 | 1  |
|    | DV | DEVISION                  | DATE     | NO |

ORLANDO A RUBIO PE APPROVED BY: Date: 04/15/19 Designed: OAR Drawn: KJL DATE Checked: SCS FLORIDA PROFESSIONAL ENGINEER NO. 48265

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS (561) 314-4445 CERTIFICATE. NO. LB0003110

SEE SHEET C-3 FOR CONTINUATION

STA: 13+00 - 230+00

ММ

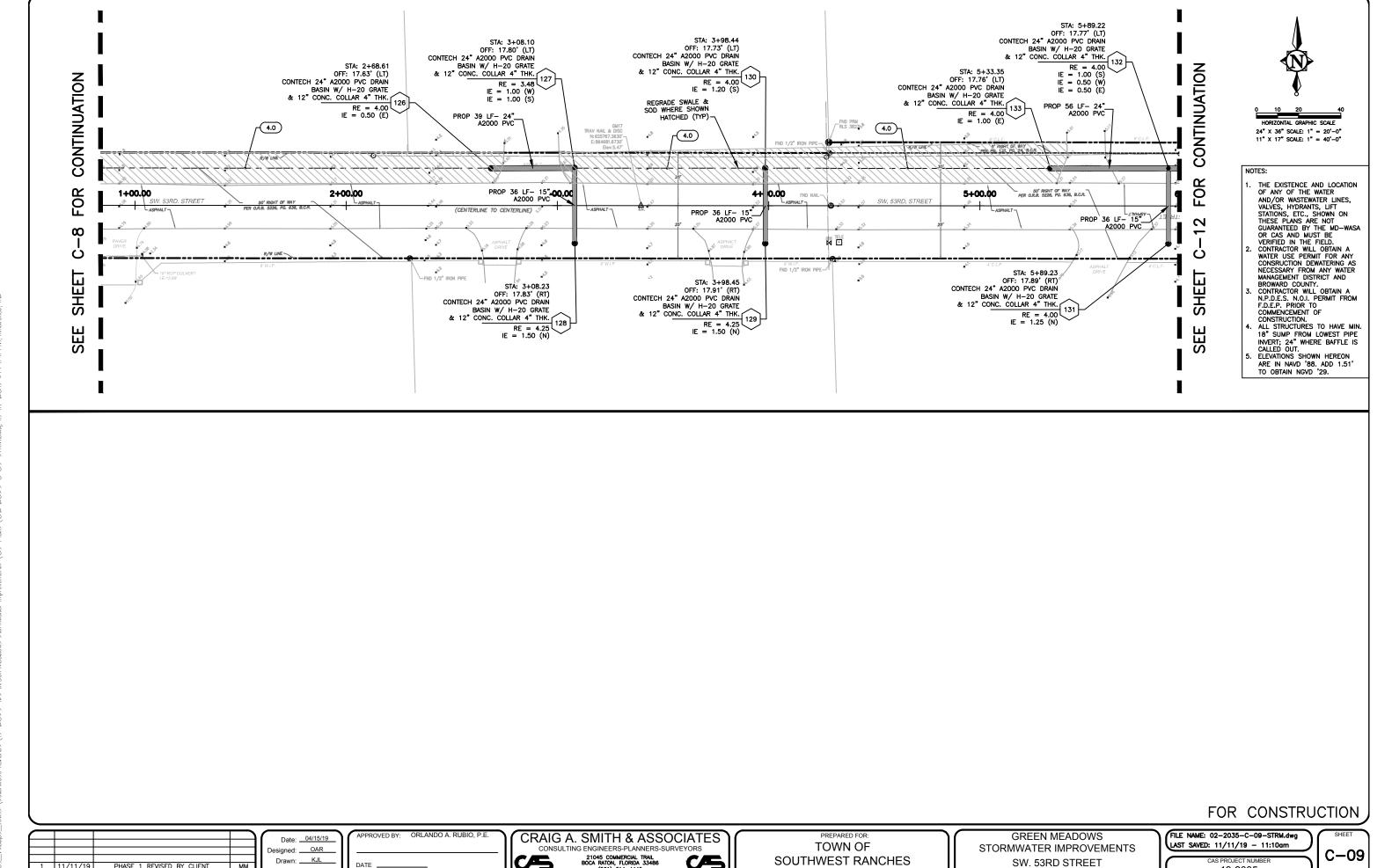
Checked: SCS

FLORIDA PROFESSIONAL ENGINEER NO. 48265

STA: 23+00 -33+00

STA: 33+00 - 41+20

Checked: SCS



(561) 314-4445 CERTIFICATE. NO. LB0003110

19-2035

STA: 01+00 - 06+00

15 \ 09-Plans \ 02-2055 - C-09-5TRM.dwa, 11/11/2019 5:44:41 PM,

PHASE 1 REVISED BY CLIENT

DATE

ММ

Checked: SCS

DATE

(561) 314-4445 CERTIFICATE, NO. LB0003110

19-2035

STA: 07+00 - 17+00

PHASE 1 REVISED BY CLIENT

ММ

Checked: SCS

(561) 314-4445 CERTIFICATE, NO. LB0003110

19-2035

STA: 16+50 - 27+00

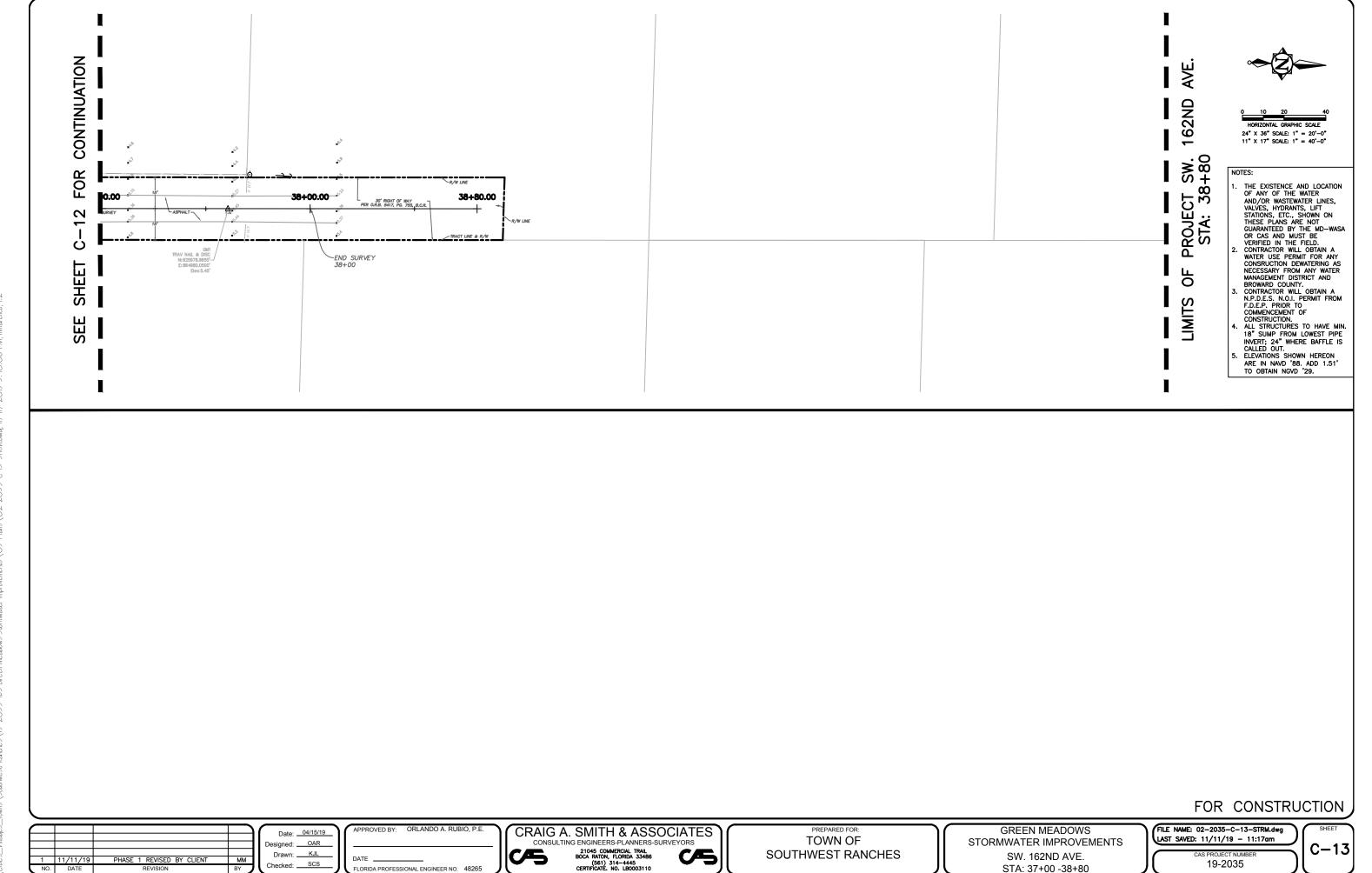
PHASE 1 REVISED BY CLIENT

MM

Checked: SCS

STA: 27+00 - 37+00

Checked: SCS



STA: 37+00 -38+80

ts \ 09-Plans \ 02-2055 -C-15-5TRM.dwa, 11/ 11/ 2019 5:48:06 PM,

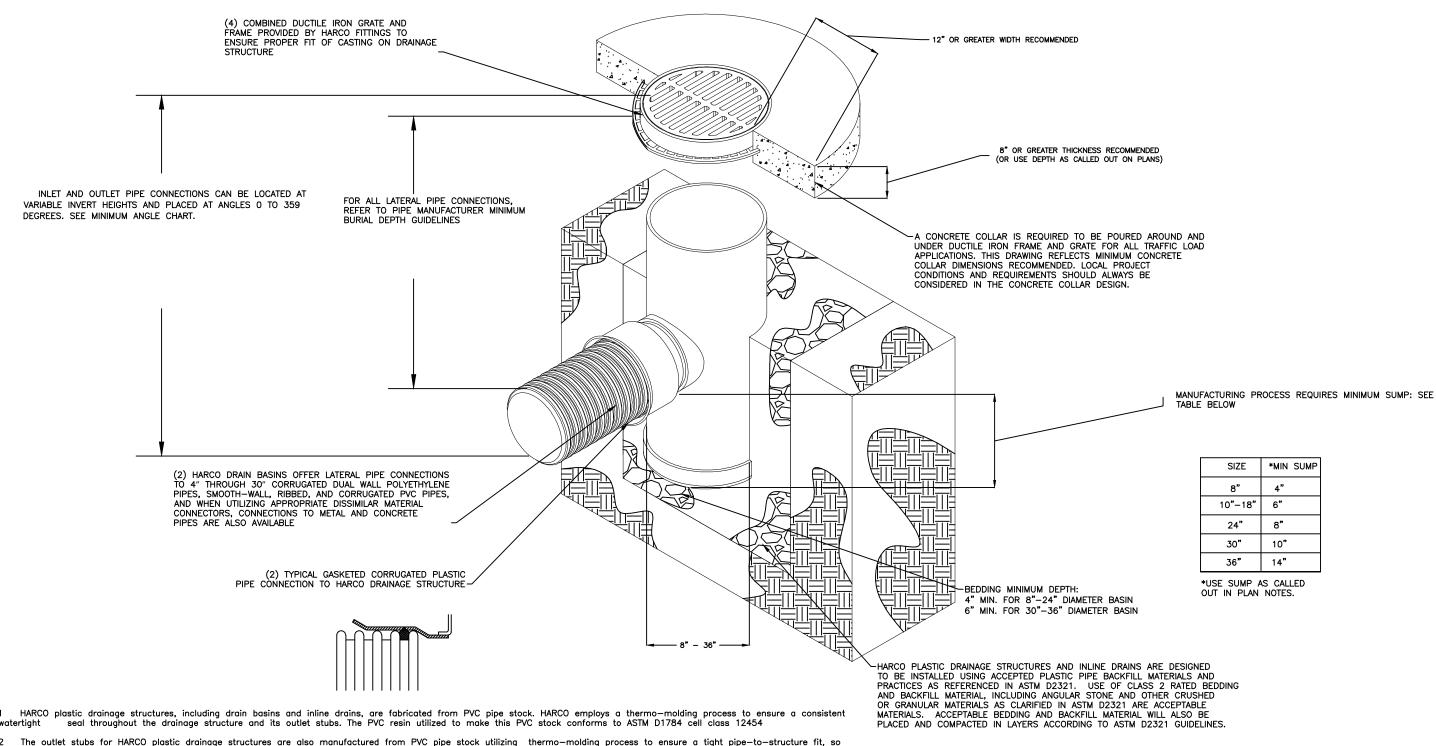
PHASE 1 REVISED BY CLIENT

ММ

Checked: SCS

DATE \_





that when utilizing the appropriate pipe gaskets, the pipe—to—structure connection meets or exceeds the pressure requirements of the ASTM D3212 standard for pipe connections of plastic drainage pipe and sewer pipe using flexible lastomeric seals. These pipe gaskets must meet ASTM F477 requirements.

- 3 Riser pipe extensions are required for drain basins taller than 84" due to shipping restrictions, and are available for convenient In-the-field drain basin height adjustments.
- 4 HARCO grates, covers, and frames shall be constructed of ductile iron meeting ASTM A536 Grade 80-55-06. 12" through 36" round and square hinged standard grates and solid covers meet H25 load rating. 12" through 24" round and square hinged pedestrian grates meet H10 load rating. Traffic family and Curb Inlet 2'x2' and 2'x3' grates meet H25 load rating. 8" and 10" grates and solid covers are one-piece drop-in castings designed for light duty load applications. All domed grates are not load rated.

FOR CONSTRUCTION

11 XX/XX/08 PHASE 1 REVISED BY CLIENT MMM.
NO. DATE REVISION BY

 Date:
 04/15/19

 Designed:
 OAR

 Drawn:
 KJL

 Checked:
 SCS

APPROVED BY: ORLANDO A. RUBIO, P.E.

DATE

FLORIDA PROFFSSIONAL ENGINFER NO. 48265

BIO, P.E.

CRAIG A. SMITH & ASSOCIATES

CONSULTING ENGINEERS-PLANNERS-SURVEYORS

21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33486
(561) 314-4445

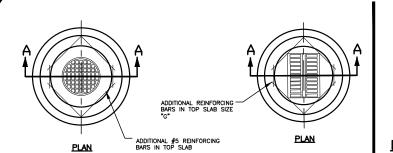
CERTIFICATE. NO. LIBOO03110

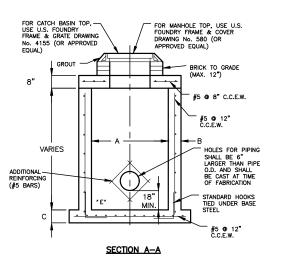
TOWN OF
SOUTHWEST RANCHES

GREEN MEADOWS STORMWATER IMPROVEMENTS STANDARD DETAILS FILE NAME: 04-2035-C-14-DTL.dwg LAST SAVED: 11/11/19 - 1:13pm

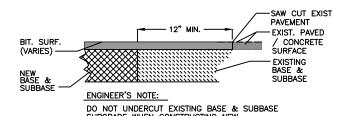
CAS PROJECT NUMBER

C-14



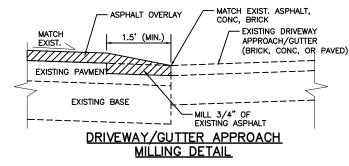


#### PRECAST DRAINAGE MANHOLE / CATCH **BASIN**



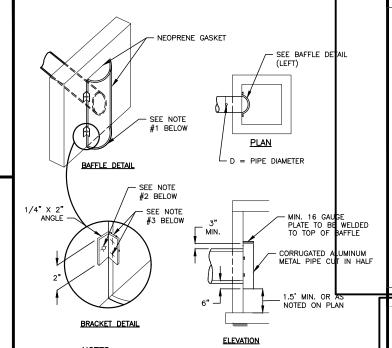
#### DETAIL TRANSITION OF NEW ASPHALTIC PAVEMENT TO **EXISTING ASPHALTIC PAVEMENT**

SCALE: N.T.S.



| SCALE: | N.T.S |
|--------|-------|
|        |       |

| TYPE      | "A"           | "B" | "C" | "D"                             | "E"               | "F"       | "G"              |
|-----------|---------------|-----|-----|---------------------------------|-------------------|-----------|------------------|
| C-4 / M-4 | 4'-0"         | 8"  | 8"  | #4 @ 12" C.C.E.W.               | #4 @ 12" C.C.E.W. | 6'-4"DIA  | #4 @ 6" C.C.E.W. |
| C-5 / M-5 | 5'-0"         | 8"  | 8"  | #5 @ 12" C.C.E.W.               | #5 @ 12" C.C.E.W. | 7'-4"DIA  | #5 @ 8" C.C.E.W. |
| C-6 / M-6 | 6'-0"         | 8"  | 10" | #5 @ 12" C.C.E.W.               | #5 @ 6" C.C.E.W.  | 8'-4"DIA  | #5 @ 6" C.C.E.W. |
| C-7 / M-7 | 7*-0 <b>"</b> | 8"  | 10" | #5 ூ 12" C.C.E.W.               | #5 ❷ 6" C.C.E.W.  | 9"-4"DIA  | #5 @ 6" C.C.E.W. |
| C-8 / M-8 | 8'-0"         | 10" | 10" | 2-W.W.M.w/#4<br>@12" C.C. VERT. | #5 @ 6" C.C.E.W.  | 10'-8"DIA | #5 @ 6" C.C.E.W. |

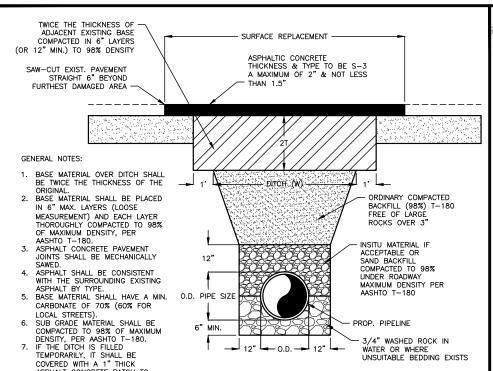


#### NOTES:

- SECTION OF A.C.M.P. CUT IN HALF. BAFFLE DIAMETER
  SHALL BE ONE SIZE LARGER THAN THE DISCHARGE PIPE (OR APPROVED EQUAL).
- 2. 1/2" GALVANIZED LAG BOLT IN LEAD SHEILD
- 3. 2-1/4" THRU BOLTS.

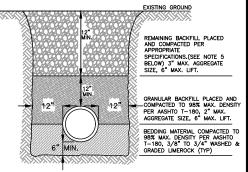
#### POLLUTION RETARDANT BASIN BAFFLE TYPE

SCALE: N.T.S.



#### PAVEMENT RESTORATION AND INSTALLATION DETAILS

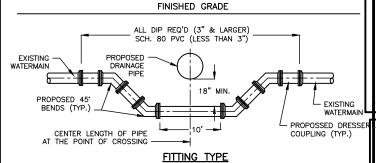
SCALE: N.T.S.

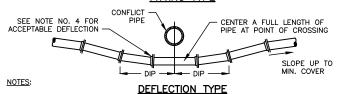


#### NOTES:

- UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGE ROCKS SHALL BE REMOVED; BEDDING MATERIAL AND BACKFILL SHALL CONSIST OF WASHED AND GRADED LIMEROCK.
- BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK, AND DEBRIS.
- COMPACTION AND DENSITY TESTS SHALL BE COMPLETED DURING BACKFILL OFERATIONS, CONTRACTORS NOT FOLLOWING THIS PROCEDURE, FOR WHATEVER REASONS, SHALL BE REQUIRED TO RE-EXCAVATE THE AREA IN QUESTION, DOWN TO THE BEDDING MATERIAL, THEN BACKFILL FOLLOWING THE ABOVE PROCEDURES.
- 7. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
- 8. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL (WITHIN 12" OF TOP PIPE).
- 9. WHERE UNSUITABLE SOILS ARE ENCOUNTERED AT THE PIPE INVERT, THE BEDDING MATERIAL IS TO BE EXTENDED TO A MIN. OF 16° BELOW THE INVERT ELEVATION AND NON-MOVEN FILTER FABRIC TO BE LOLD BETWEEN UNSUITABLE SOILS & BASE. FILTER FABRIC TO EXTEND MIN. 12° ABOVE TOP OF PIPE.

TYPICAL TRENCH DETAIL SCALE: N.T.S.



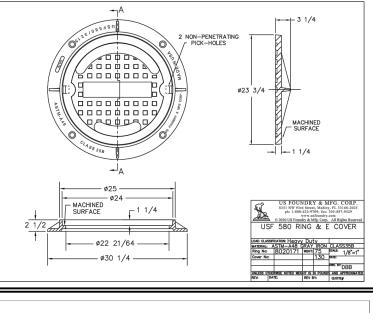


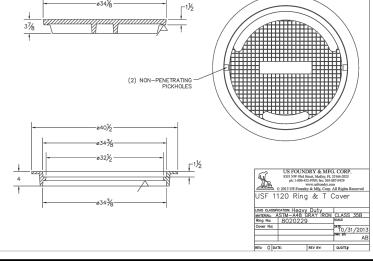
- STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MIN. VERTICAL DISTANCE OF EIGHTEEN (18) INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHERE THIS MIN. SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN JOINTS ARE EQUIDISTANT AND FROM THE POINT OF CROSSING WITH DESS THAN THE (10) FET BETWEEN MAY TWO JOINTS AND BOTH PIPES SHALL BE D.I.P. WHERE HERE IS NO ALTERNATIVE TO SEWER PIPES CROSSING VER A WATER MAIN. THE CRITERIA FOR MIN. SEPARATION BETWEEN LURSE AND JOINTS IN THE ABOVE SHALL BE REQUIRED AND BOTH PIPES SHALL BE D.I.P. LIRED FOR STORM SEWER.
- MAINTAIN TEN (10) FEET HORIZONTAL DISTANCE BETWEEN WATER MAIN AND STORM SEWER, AS MINIMUM
- FITTINGS SHALL BE RESTRAINED WITH MEGALUG SERIES 1100 AS MANUFACTURED BY EBAA IRON INC. OR APPROVED EQUAL.
- 4. THE DEFLECTION TYPE CROSSING IS PREFERED
- 5. DO NOT EXCEED 75% OF MANUFACTURER'S RECOMMENDED MAX. JOINT DEFLECTION.
- 6. ALL EXPOSED TIE RODS/ STEEL SHALL BE COATED w/ COAL-TAR EXPOXY.

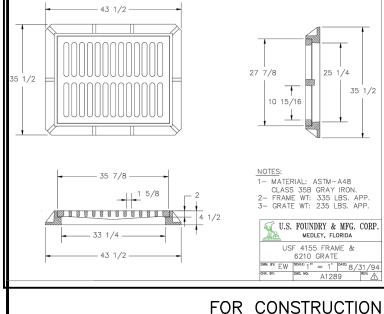
#### TYPICAL UTILITY CROSSING

SCALE: N.T.S.

PREPARED FOR







PHASE 1 REVISED BY CLIENT MM

ASPHALT CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING, AND BE MAINTAINED

8. COST OF ALL BACKFILL, BASE AND

PAVEMENT RESTORATION TO BE INCLUDED IN THE LINEAR FOOT

UNTIL REPLACED WITH A

Date: <u>04/15/19</u> Designed: OAR Drawn: KJL Checked: SCS

ORI ANDO A RUBIO P.F. APPROVED BY: DATE

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS

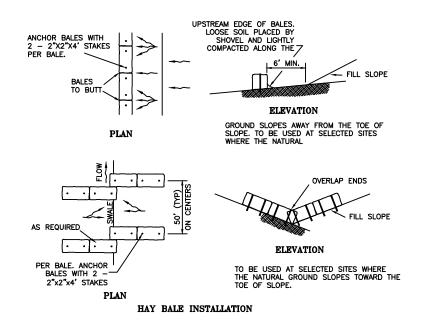
**GREEN MEADOWS** 

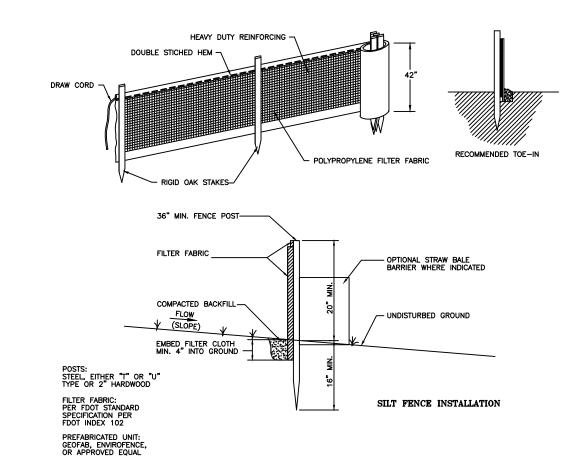
FILE NAME: 04-2035-C-15-DTL.dwg LAST SAVED: 08/15/19 - 7:42am

19-2035

C - 15

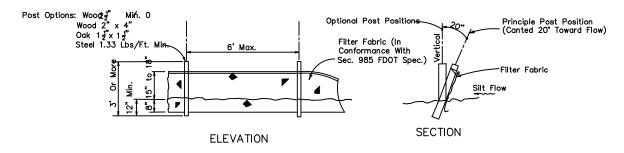
TOWN OF STORMWATER IMPROVEMENTS 21045 COMMERCIAL TRAIL BOCA RATON, FLORIDA 33486 SOUTHWEST RANCHES STANDARD DRAINAGE DETAILS (561) 314-4445 CERTIFICATE, NO. LB0003110 FLORIDA PROFESSIONAL ENGINEER NO. 48265





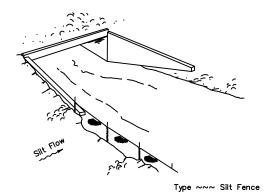
#### SILT FENCE NOTES:

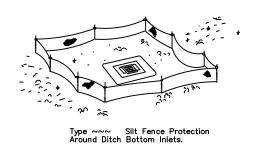
- FILTER FABRIC FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
- 2. FILTER CLOTH TO BE FASTENED SECURELY TO POSTS WITH TIES SPACED EVERY 24 INCHES AT TOP AND MID. SECTION.
- 3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
- 4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE OR DEPTH OF ACCUMULATED SEDIMENT REACHES 6 INCHES.
- 5. SILT FENCE SHALL BE INSTALLED PER MANUFACTURES SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS
- 6. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
- 7. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABALIZED.
- 8. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.
- 9. IF DITCH LEVEL IS DEEPER THAN 30", THEN A FLOATING SILT SCREEN SHALL BE USED



Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE ~~~ SILT FENCE





Silt Flow

Note: Spacing for Type ~~~ Fence to be in accordance with Chart ~, Sheet 1 of 3 and ditch installations at drainage

Type ~~~ Silt Fence

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

SILT FENCE APPLICATIONS

FOR CONSTRUCTION

PHASE 1 REVISED BY CLIENT ММ

Date: 04/15/19 Designed: OAR Drawn: KJL Checked: SCS

ORLANDO A RUBIO PE APPROVED BY: FLORIDA PROFESSIONAL ENGINEER NO. 48265

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 21045 COMMERCIAL TRAIL BOCA RATON, FLORIDA 33486

TOWN OF SOUTHWEST RANCHES

**GREEN MEADOWS GUIDE FOR SEDIMENT & EROSION** CONTROL BMP'S

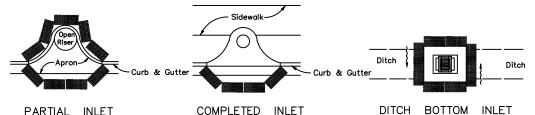
FILE NAME: 04-2035-C-16-DTL.dwg LAST SAVED: 05/06/19 - 10:25am

19-2035

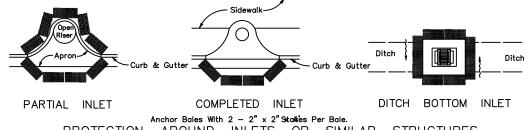
C-16

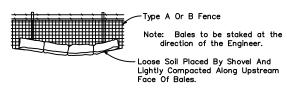
(561) 314-4445 CERTIFICATE. NO. LB0003110

STORMWATER IMPROVEMENTS

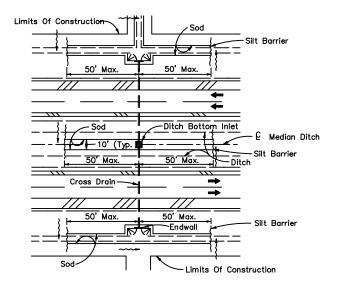


PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

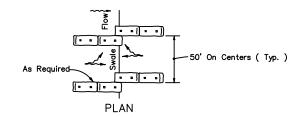


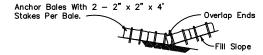




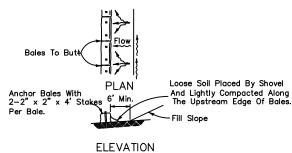


DITCH INSTALLATIONS AT DRAINAGE STRUCTURES



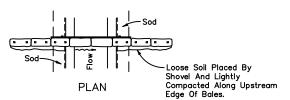


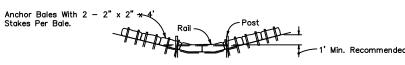
**ELEVATION** TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES TOWARD THE TOE OF SLOPE



TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES TOWARD THE TOE OF SLOPE

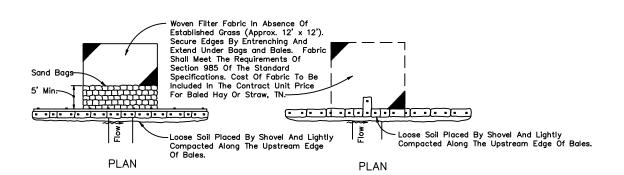
BARRIERS FOR FILL SLOPES

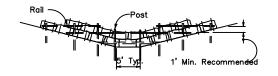




Spacing: Bale barriers for paved ditches should be spaced in accordance with Chart J, Sheet 1 of 3, Index No. 102

BARRIER FOR PAVED DITCH







Anchor Lower Bales With  $2-2" \times 2" \times 2" \times 4'$  Stakes Per Bale. Anchor Top Bales To Lower Bales With  $2-2" \times 2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2-2" \times 2" \times 4'$  Stakes Per Bales With  $2" \times 2" \times 4'$  Stakes Per Bales With  $2" \times 2" \times 2" \times 4'$  Stakes Per Bales With  $2" \times 2" \times 2" \times 4'$  Stakes Per Bales With  $2" \times 2" \times 2" \times 2" \times 2" \times$ 

ELEVATION

**ELEVATION** 

Application and Spacing: The use of Types Z & II bale barriers should be limited to the conditions outlined in Chart I, Sheet 1 of 3, Index No. 102

TYPE II

BARRIER FOR UNPAVED DITCHES

# FOR CONSTRUCTION

PHASE 1 REVISED BY CLIENT

Date: 04/15/19 Designed: OAR Drawn: KJL Checked: SCS

APPROVED BY: ORLANDO A. RUBIO. P.E DATE FLORIDA PROFESSIONAL ENGINEER NO. 48265

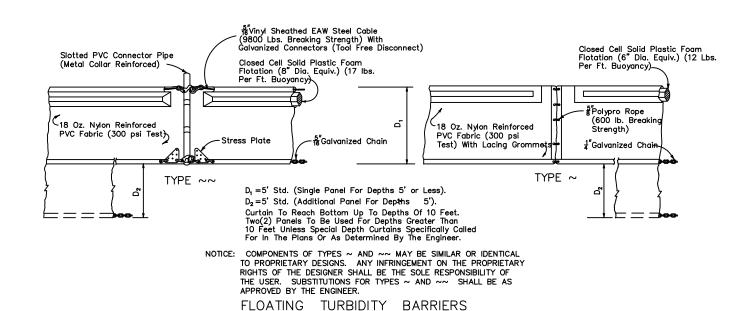
CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 21045 COMMERCIAL TRAIL BOCA RATON, FLORIDA 33486

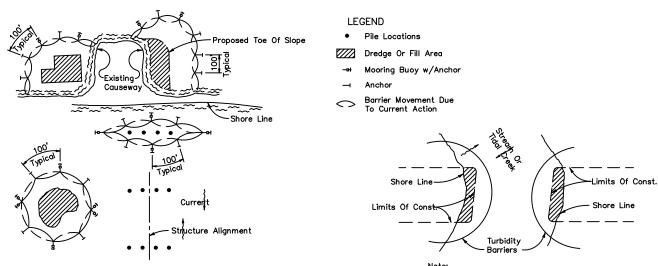
TOWN OF **SOUTHWEST RANCHES** 

**GREEN MEADOWS** STORMWATER IMPROVEMENTS **GUIDE FOR SEDIMENT & EROSION** CONTROL BMP'S

FILE NAME: 04-2035-C-17-DTL.dwg LAST SAVED: 05/08/19 - 10:14am

19-2035





#### NOTES:

- 1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
- 2. Number and spacing of anchors dependent on current velocities.
- 3. Deployment of barrier around pile locations may vary to accommodate construction operations.
- 4. Navigation may require segmenting barrier during construction operations.
- 5. For additional information see Section 104 of the Standard Specifications.

Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractors option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

TURBIDITY BARRIER APPLICATIONS

# Post (Options: 2" x 4" Or 21" Min. Dia. Wood; Steel 1.33 Lbs/Ft. Min.) 6' Max 18 Oz. Nylon Reinforced PVC Fabric (300 psi Test) STAKED TURBIDITY BARRIER

#### GENERAL NOTES

- Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.
- 2. Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.

FOR CONSTRUCTION

PHASE 1 REVISED BY CLIENT MM

Date: \_\_04/15/19 Designed: OAR Drawn: KJL Checked: SCS

DATE FLORIDA PROFESSIONAL ENGINEER NO. 48265

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 21045 COMMERCIAL TRAIL BOCA RATON, FLORIDA 33486 (561) 314-4445 CERTIFICATE. NO. LB0003110

TOWN OF

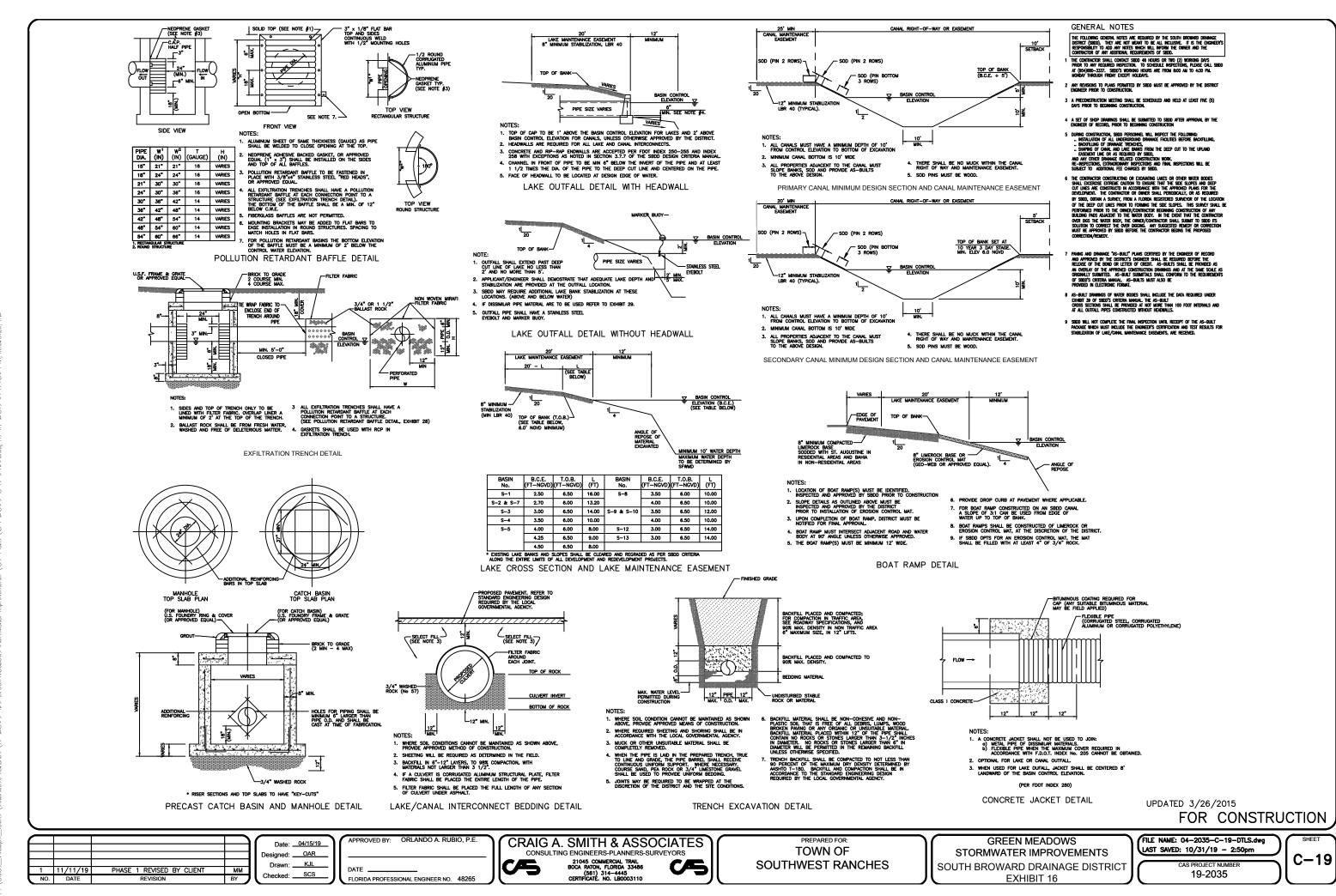
**GREEN MEADOWS** STORMWATER IMPROVEMENTS **GUIDE FOR SEDIMENT & EROSION CONTROL BMP'S** 

FILE NAME: 04-2035-C-18-DTLS.dwg LAST SAVED: 05/06/19 - 10:26am

19-2035

APPROVED BY: ORLANDO A. RUBIO. P.E

**SOUTHWEST RANCHES** 



THE FOLLOWING GENERAL NOTES ARE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT (SBDD). THEY ARE NOT MEANT TO BE ALL INCLUSIVE. IT IS THE ENGINEER'S RESPONSIBILITY TO ADD ANY NOTES WHICH WILL INFORM THE OWNER AND THE CONTRACTOR OF ANY ADDITIONAL REQUIREMENTS OF SBDD.

- 1 THE CONTRACTOR SHALL CONTACT SBDD 48 HOURS OR TWO (2) WORKING DAYS PRIOR TO ANY REQUIRED INSPECTION. TO SCHEDULE INSPECTIONS, PLEASE CALL SBDD AT (954)680-3337. SBDD'S WORKING HOURS ARE FROM 8:00 AM TO 4:30 PM. MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.
- 2 ANY REVISIONS TO PLANS PERMITTED BY SBDD MUST BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.
- 3 A PRECONSTRUCTION MEETING SHALL BE SCHEDULED AND HELD AT LEAST FIVE (5) DAYS PRIOR TO BEGINNING CONSTRUCTION.
- 4 A SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO SBDD AFTER APPROVAL BY THE ENGINEER OF RECORD, PRIOR TO BEGINNING CONSTRUCTION
- 5 DURING CONSTRUCTION, SBDD PERSONNEL WILL INSPECT THE FOLLOWING:
  - .. INSTALLATION OF ALL UNDERGROUND DRAINAGE FACILITIES BEFORE BACKFILLING,
  - .. BACKFILLING OF DRAINAGE TRENCHES,
  - .. SHAPING OF CANAL AND LAKE BANKS FROM THE DEEP CUT TO THE UPLAND EASEMENT LINE OR AS REQUIRED BY SBDD,

AND ANY OTHER DRAINAGE RELATED CONSTRUCTION WORK.

RE-INSPECTIONS AND EXTRAORDINARY INSPECTIONS WILL BE SUBJECT TO ADDITIONAL FEE CHARGES BY SBDD.

- 6 THE CONTRACTOR CONSTRUCTING OR EXCAVATING LAKES OR OTHER WATER BODIES SHALL EXCERCISE EXTREME CAUTION TO ENSURE THAT THE SIDE SLOPES AND DEEP CUT LINES ARE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS FOR THE DEVELOPMENT. THE CONTRACTOR OR OWNER SHALL PERIODICALLY, OR AS REQUIRED BY SBDD, OBTAIN A SURVEY, FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION OF THE DEEP CUT LINES PRIOR TO FORMING THE SIDE SLOPES. THIS SURVEY SHALL BE PERFORMED PRIOR TO THE OWNER/CONTRACTOR BEGINNING CONSTRUCTION OF ANY BUILDING PADS ADJACENT TO THE WATER BODY. IN THE EVENT THAT THE CONTRACTOR OVER DIGS THE WATER BODY, THE OWNER/CONTRACTOR SHALL SUBMIT TO SBDD ITS SOLUTION TO CORRECT THE OVER DIGGING. ANY SUGGESTED REMEDY OR CORRECTION MUST BE APPROVED BY SBDD BEFORE THE CONTRACTOR BEGINS THE PROPOSED CORRECTION/REMEDY.
- 7 PAVING AND DRAINAGE "AS-BUILT" PLANS CERTIFIED BY THE ENGINEER OF RECORD AND APPROVED BY THE DISTRICT'S ENGINEER SHALL BE REQUIRED BEFORE THE RELEASE OF THE BOND OR LETTER OF CREDIT. AS-BUILTS SHALL BE PROVIDED AS AN OVERLAY OF THE APPROVED CONSTRUCTION DRAWINGS AND AT THE SAME SCALE AS ORIGINALLY SUBMITTED. AS-BUILT SUBMITTALS SHALL CONFORM TO THE REQUIREMENTS OF SBDD'S CRITERIA MANUAL. AS-BUILTS MUST ALSO BE PROVIDED IN ELECTRONIC FORMAT.
- 8 AS-BUILT DRAWINGS OF WATER BODIES SHALL INCLUDE THE DATA REQUIRED UNDER EXHIBIT 39 OF SBDD'S CRITERIA MANUAL. THE AS-BUILT CROSS SECTIONS SHALL BE PROVIDED AT NOT MORE THAN 100 FOOT INTERVALS AND AT ALL OUTFALL PIPES CONSTRUCTED WITHOUT HEADWALLS.
- 9 SBDD WILL NOT COMPLETE THE FINAL INSPECTION UNTIL RECEIPT OF THE AS-BUILT PACKAGE WHICH MUST INCLUDE THE ENGINEER'S CERTIFICATION AND TEST RESULTS FOR STABILIZATION OF LAKE/CANAL MAINTENANCE EASEMENTS, ARE RECEIVED.

EXHIBIT 17

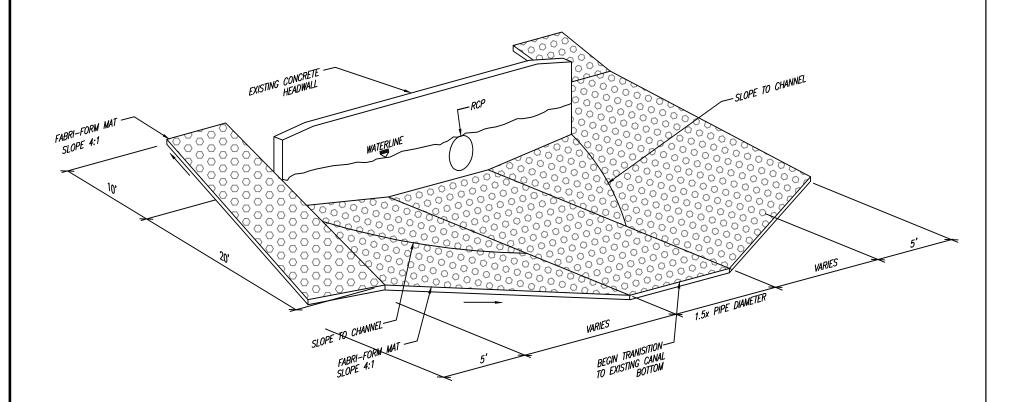


EXHIBIT 26

FOR CONSTRUCTION

1 11/11/19 PHASE 1 REVISED BY CLIENT MM
NO. DATE REVISION BY

 Date:
 04/15/19

 Designed:
 OAR

 Drawn:
 KJL

 Checked:
 SCS

O, P.E.

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33486
(S81) 314-4445
CERTIFICATE. NO. LBOO03110

TOWN OF
SOUTHWEST RANCHES

GREEN MEADOWS
STORMWATER IMPROVEMENTS
SOUTH BROWARD DRAINAGE DISTRICT
EXHIBIT 17 & 26

FILE NAME: 04-2035-C-20-DTLS.dwg LAST SAVED: 10/31/19 - 3:56pm

CAS PROJECT NUMBER
19-2035

C-20



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

#### Addendum 1

#### IN RESPONSE TO

# SOUTHWEST RANCHES GREEN MEADOWS DRAINAGE MITIGATION IFB No. 20-004

**Questions & Answers** 

Q: What is the budget for this project?

A: The budget for the project is \$190,000.

Q: Are we are just quoting the "Clouded" Section for Phase 1?

A: Yes.

Q: What is the engineer's estimate for this project?

A: Attached.

Q: The criteria that bidders must meet to qualify for the project, specifically sections 1.4, 1.9, 2.9, 2.15, 2.18, 2.25, and 5.10; do not specify the license information. Is a license for underground engineering and paving qualified?

A: T. A Florida Certified Underground Utility & Excavation Contractor's license may be included within the requirements for services sought in the IFB. Additionally, Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to the IFB and any Contract awarded. The successful Contractor shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated within the IFB. 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.

Q: Can we use headwall instead of sand and cement?

A: Using an equivalent FDOT concrete headwall in lieu of the called out sand cement headwalls is acceptable.

Page 1 of 3 Posted: March 16, 2020



# Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330

## Addendum 1

Q: Can we switch draw basin to a C box?

A: Replacing the A2000 PVC drain basins with FDOT Type C Inlets are acceptable at no additional costs to the owner and no increase in project time. Owner & Engineer are not responsible for addressing constructability issues arising from the use of the larger concrete inlets.

Q: Please confirm if concrete Type C Structures can be used in lieu of item #16 24" drain basins?

A: FDOT Type C inlets can be used at no additional cost.

Q: Please confirm if a precast endwall can be used in lieu of item #19 sand cement headwall?

A: Equivalent FDOT Concrete Endwalls can be used in lieu of the sand cement walls at no additional costs.

Q: Please confirm the size of the drain basins? Per our supplier's comment, since the pipe is 24" the drain basins are required to be a larger size than the pipe such as 30".

A: According to the chart below, 24" A2000 pvc pipe can be used for 24" Drain Basin. Advise owner if A2000 standards have changed.

Minimum angle for 24" pipes; 82 degrees, Minimum angle for 18" pipes; 70 degrees, Minimum angle for 15" pipes; 60 degrees.

Page 2 of 3 Posted: March 16, 2020

# **SOUTHWEST RANCHES GREEN MEADOWS DRAINAGE IMPROVEMENTS** ENGINEER'S OPINION OF PROBABLE COST ESTIMATE

| ITEM     | ENGINEER'S OPINION O                                                                                                                                                                                                                                                             |        |             |          |                        |          |              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------|----------|------------------------|----------|--------------|
| No       | DESCRIPTION                                                                                                                                                                                                                                                                      |        | QUANTITY    | UNIT     | UNIT COST              |          | TOTAL        |
| 1        | Mobilization and Demobilization                                                                                                                                                                                                                                                  | 5.00%  | 1           | LS       | \$ 7,557.85            | \$       | 7,557.85     |
|          |                                                                                                                                                                                                                                                                                  |        |             | LS       |                        |          |              |
| 2        | Maintenance of Traffic                                                                                                                                                                                                                                                           | 3.00%  |             |          | \$ 4,534.71            | \$       | 4,534.71     |
| 3        | Survey Stakeout and As-Builts                                                                                                                                                                                                                                                    | 3.50%  |             | LS       | \$ 5,290.50            | \$       | 5,290.50     |
| 4        | Density Testing                                                                                                                                                                                                                                                                  | 2.00%  | 1           | LS       | \$ 3,023.14            | \$       | 3,023.14     |
| 5        | Environmental Compliance                                                                                                                                                                                                                                                         | 2.00%  | 1           | LS       | \$ 3,023.14            | \$       | 3,023.14     |
|          | Demolition                                                                                                                                                                                                                                                                       |        |             |          |                        |          |              |
| 6        |                                                                                                                                                                                                                                                                                  | 2.009/ | 1           | LS       | \$ 3,023.14            | ¢        | 2 022 14     |
| 6        | Clearing and Stripping Remove Existing Storm Sewer Pipes (include existing                                                                                                                                                                                                       | 2.00%  | 1           |          | -                      | \$       | 3,023.14     |
| 7        | Endwall where applicable)                                                                                                                                                                                                                                                        |        | 15          | LF       | \$ 28.00               | \$       | 420.00       |
|          | Earth/ Road Work                                                                                                                                                                                                                                                                 |        |             |          |                        |          |              |
| 8        | Grade Swale Areas (includes cut/fill/hauling material to proposed grade beneath sod & only applies to proposed swale areas. All other green areas are to be restored with costs incorporated into pipe/structure costs)  Sod Swale (Bahia) Areas w/2" Top Soil to proposed final |        | 559         | SY       | \$ 10.00               | \$       | 5,590.00     |
|          | grade & only applies to proposed swale areas. All other green areas are to be restored with costs incorporated                                                                                                                                                                   |        |             |          |                        |          |              |
| 9        | into pipe/structure costs)                                                                                                                                                                                                                                                       |        | 559         | SY       | \$ 7.00                | \$       | 3,913.00     |
|          | Drainage Structures (To Include Full Restoration)                                                                                                                                                                                                                                |        |             |          |                        |          |              |
| 10       | M-4 Manhole W/USF 580                                                                                                                                                                                                                                                            |        | 0           | EA       | \$ 4,000.00            | \$       | -            |
| 11       | M-5 Manhole W/USF 580                                                                                                                                                                                                                                                            |        | 0           | EA       | \$ 4,500.00            | \$       | -            |
| 12       | M-4 Manhole W/USF 1120                                                                                                                                                                                                                                                           |        | 1           | EA       | \$ 4,500.00            | \$       | 4,500.00     |
| 13       | C-5 Manhole ( 5 x 5) W/USF 580                                                                                                                                                                                                                                                   |        | 0           | EA       | \$ 4,750.00            | \$       | -            |
| 14       | M-4 Inlet W/USF 4155-6210                                                                                                                                                                                                                                                        |        | 1           | EA       | \$ 4,000.00            | \$       | 4,000.00     |
| 15       | FDOT Type C inlet per Index 232 with 12" Sump & USF 6210 W/12" Concrete Collar x 4" Thick                                                                                                                                                                                        |        | 0           | EA       | \$ 3,500.00            | \$       | -            |
| 16       | 24" A2000 PVC Drain Basin w/H-20 Grate & 12" x 4"<br>Thick Conc. Collar                                                                                                                                                                                                          |        | 10          | EA       | \$ 2,295.00            | \$       | 22,950.00    |
| 17       | 36" A2000 PVC Drain Basin w/H-20 Grate & 12" x 4" Thick Conc. Collar Install Fabri Form Concrete Revetment Mat Per SBDD                                                                                                                                                          |        | 0           | EA       | \$ 2,592.00            | \$       | -            |
| 18       | Exhibit 26 (Rework Canal & adjust bank slope in field to suit)                                                                                                                                                                                                                   |        | 67          | SY       | \$ 165.00              | \$       | 11,055.00    |
| 19       | Sand Cement Headwall for 24" Diameter Culvert Per<br>FDOT Index 258                                                                                                                                                                                                              |        | 1           | EA       | \$ 1,700.00            | \$       | 1,700.00     |
| 20       | Sand Cement Headwall for 36" Diameter Culvert Per<br>FDOT Index 258                                                                                                                                                                                                              |        | 0           | EA       | \$ 2,860.00            | \$       | _            |
|          | Sand Cement Headwall for 42" Diameter Culvert Per                                                                                                                                                                                                                                |        | U           |          |                        |          | <del>-</del> |
| 21       | FDOT Index 258 Sand Cement Headwall for 48" Diameter Culvert Per                                                                                                                                                                                                                 |        | 0           | EA       | \$ 4,560.00            | \$       | -            |
| 22       | FDOT Index 258                                                                                                                                                                                                                                                                   |        | 0           | EA       | \$ 5,510.00            | \$       | -            |
| 23       | Draiange Pipes & Fittings(To Include Full Restoration) 15" A2000 PVC                                                                                                                                                                                                             | 1      | 0           | LF       | ¢ 46.00                | ¢.       |              |
| 24       | 18" A2000 PVC                                                                                                                                                                                                                                                                    |        | 0<br>201    | LF       | \$ 46.00<br>\$ 61.00   | \$       | 12,261.00    |
| 25       | 24" A2000 PVC                                                                                                                                                                                                                                                                    |        | 841         | LF       | \$ 98.00               | \$       | 82,418.00    |
| 26<br>27 | 30" A2000 PVC<br>36" A2000 PVC                                                                                                                                                                                                                                                   |        | 0           | LF<br>LF | \$ 115.00<br>\$ 130.00 | \$<br>\$ | -            |
| 28       | 42" Ultra-Flow Aluminized Steel Pipe (14 ga)                                                                                                                                                                                                                                     |        | 0           | LF       | \$ 180.00              | \$       | -            |
| 29<br>30 | 48" Ultra-Flow Aluminized Steel Pipe (14 ga)<br>Connect Dissimilar Pipes (24")                                                                                                                                                                                                   |        | 0           | LF<br>EA | \$ 200.00<br>\$ 500.00 | \$<br>\$ | 500.00       |
| 31       | 30" CMP Pollution Retardant Baffle (PRB)                                                                                                                                                                                                                                         |        | 1           | EA       | \$ 550.00              | \$       | 550.00       |
| 32       | Connect Existing Pipe to Proposed Structure                                                                                                                                                                                                                                      |        | 1           | EA       | \$ 1,000.00            | \$       | 1,000.00     |
| 33<br>34 | 18" Stormwater Plug (@ Drain Basin)<br>24" Stormwater Plug (@ Drain Basin)                                                                                                                                                                                                       |        | 0           | EA<br>EA | \$ 250.00<br>\$ 300.00 | \$       | 300.00       |
| 35       | 36" Stormwater Plug (@ Drain Basin)                                                                                                                                                                                                                                              |        | 0           | EA       | \$ 350.00              | \$       | -            |
|          |                                                                                                                                                                                                                                                                                  |        |             |          | Subtotal Cost          | \$       | 176,309.48   |
|          |                                                                                                                                                                                                                                                                                  |        |             | 2%       | Contingency            | \$       | 3,690.52     |
|          |                                                                                                                                                                                                                                                                                  | Ta     | tal Oninion | of Drobe | ole Cost Estinate      | <b>c</b> | 190,000,00   |
|          |                                                                                                                                                                                                                                                                                  | \$     | 180,000.00  |          |                        |          |              |

# IFB 20-004 Green Meadows Mitigation Project Addendum 2

#### Deadline for Submission of Bids

Electronic Bids will be received by the Town of Southwest Ranches, Florida ("Town"), up to 10:00 a.m., local time on Friday, April 3, 2020, through the Demandstar.com website (Read instructions for details – File name: DemandStar-Ebidding Instructions For Businesses).

#### Public Opening of Bids

Bids will be opened at 10:30 a.m., local time, on Friday, April 3, 2020. "This bid opening will be conducted live via Zoom. Please follow the URL below to join the meeting, or copy and paste it into your browser:

https://zoom.us/j/380493539 Meeting ID: 380 493 539

#### **Grant Deadline**

This project has been funded by the State of Florida Hurricane Loss Mitigation Grant Program. Pursuant to the grant documents, the Contractor will be given 60 days for final completion of the project. 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 Emergency Management 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. At the Time of this Addendum the State of Florida has not agreed to extend the grant deadlines contained herein, and as such, time is of the essence.