

# TOWN OF SOUTHWEST RANCHES



## INVITATION FOR BIDS

### SOUTHWEST RANCHES DRAINAGE PROJECT

IFB No. 19-002

Date: March 21, 2019

TOWN OFFICIALS

Doug McKay, Mayor

Gary Jablonski, Vice Mayor

Freddy Fisikelli, Council Member

Bob Hartmann, Council Member

Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**(PLEASE SUBMIT DOCUMENTS IN THE ORDER LISTED BELOW)**

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**EXHIBITS**

**EXHIBIT “A”** AGREEMENT FORM – TO BE EXECUTED AFTER AWARD OF CONTRACT

**EXHIBIT “B”** DRAWINGS AND CONSTRUCTION PLANS PREPARED BY KEITH AND ASSOCIATES, INC.:  
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**EXHIBIT “C”** DRAWINGS AND CONSTRUCTION PLANS PREPARED BY SOUTH BROWARD DRAINAGE  
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**EXHIBIT “F”** APPENDIX: PERMITS

**CONTRACT DATA**

Contract Title: **SOUTHWEST RANCHES DRAINAGE PROJECT**

Contract Number: IFB No.: 19-002

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road  
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator  
13400 Griffin Road  
Southwest Ranches, FL 33330  
Phone: 954-434-0008  
Fax: 954-434-1490

Designated Contract Manager:  
Rod Ley  
Town Engineer  
13400 Griffin Road  
Southwest Ranches, FL 33330  
Phone: 954-434-0008  
Fax: 954-434-1490

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

---

**Date: March 21, 2019**

**PUBLIC NOTICE OF INVITATION FOR BIDS (IFB)**

The Town of Southwest Ranches, Florida, hereinafter referred to as Town, will receive sealed Bids at the Office of Mara Semper, Town Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 11:00 a.m., Tuesday, April 23, 2019 at which time they will be publicly opened and read for:

**“IFB No.: 19-002 SOUTHWEST RANCHES DRAINAGE PROJECT”**

The project includes, but is not limited to, the furnishing of 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.

A **non-mandatory** Pre-Bid Meeting is scheduled for 11:00 a.m., Thursday, April 4, 2019 in the Southwest Ranches Grand Oaks conference room, 13400 Griffin Road, Southwest Ranches, FL 33330.

The awarded contractor will be required to execute a contract with the Town of Southwest Ranches in substantially the form attached hereto as Exhibit “A.”

Bids must be accompanied by a Cashier’s Check or Bid Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base bid as a guarantee that in the event the contract is awarded to the Bidder, they will promptly enter into a contract, and furnish any Payment Bond and Performance Bond, and Insurance Certificates required by the terms of this Invitation for Bids. The return of Cashier’s Checks or other cash security to Bidders shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, *et seq.* It is anticipated that bids will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Tuesday, April 23, 2019. Any bid(s) delivered or received after 11:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

**In accordance with Florida Statutes, Section 119.071(1)(b)(2), bids are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.**

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.

Questions concerning this IFB should be sent via **facsimile** or **emailed** to:

Mara Semper, Procurement and Budget Officer  
Phone: 954-434-0008  
Fax Number: 954-434-1490  
Email: [msemper@southwestranches.org](mailto:msemper@southwestranches.org)

## **INSTRUCTIONS TO BIDDERS**

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.

Bid packages can be obtained through DemandStar, downloaded from the Southwest Ranches website at: <http://www.southwestranches.org/procurement/> or by contacting Mara Semper by email at [msemper@southwestranches.org](mailto:msemper@southwestranches.org) or calling 954-343-7477.

### **1. COPIES OF SUBMISSION**

One **unbound original**, two (2) bound copies, and one compact disk of the entire Bid, Bid Form and required submittal documents in PDF format shall be submitted to the Town of Southwest Ranches at the office of Ms. Mara Semper, Procurement and Budget Officer, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Sealed bids clearly marked **"IFB No.: 19-002–Southwest Ranches Drainage Project"** must be received by the Procurement and Budget Officer either by mail or hand delivery, no later than **11:00 a.m. local time, Tuesday, April 23, 2019**. A public opening will take place at 11:00 a.m. in the Town's Grand Oaks conference room located at Town Hall on the same date.

The identity of the Bidders and respective total bid price shall be read aloud. However, neither the bids nor information set forth therein 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.

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.

### **2. ADDENDA OR ADDITIONAL INFORMATION**

Any questions or requests for clarifications concerning this IFB shall be submitted in writing by facsimile or E-mail and directed to Ms. Mara Semper, Procurement and Budget Officer, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: [msemper@southwestranches.org](mailto:msemper@southwestranches.org). The IFB number and title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than seven (7) calendar days prior to the scheduled bid opening date but no later than noon on Tuesday, April 16, 2019**. All responses to questions/clarifications, if deemed necessary by the Town, will be posted on the Town Website at <http://www.southwestranches.org/procurement/> or through DemandStar. No questions will be received verbally, and/or, after the deadline. Bidders are hereby notified that a "Cone of Silence" is hereby imposed from the date of advertising and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award. A Bidder who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

**3. SECURITY AND BONDING REQUIREMENTS:**

**i. BID SECURITY**

Simultaneous with the delivery of an executed Bid to the Town, Bidders shall furnish a Bid Security in an amount equal to five percent (5%) of the total base bid price. 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.

**ii. PERFORMANCE AND PAYMENT BONDS**

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.

**iii. QUALIFICATIONS OF SURETY**

Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and the Bidder shall provide satisfactory evidence to document such fulfillment:

- A. The surety company is licensed to do business in the State of Florida.
- B. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
- C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time that this Invitation for Bids was issued.
- D. The surety company is otherwise in compliance with the provision of the Florida Insurance Code.
- E. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
- F. Each bond shall contain all provisions required by §255.05, Florida Statutes.
- G. Each bond shall be issued by a Florida agent.

**iv. DURATION OF BONDS**

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.

**v. NON-COMPLIANCE**

An awarded Bidder's failure to timely deliver an executed Contract, and any Performance Bond, Payment Bond, and Insurance Certificates required by the terms of this Invitation for Bids, all in forms acceptable to the Town, shall result in the cancellation of any Contract and the Bidder's forfeiture of any and all bid securities.

**4. BIDDER WARRANTY**

Bidder warrants that the prices, terms and conditions quoted in the bid will be firm for a period of 90 days from the date of the bid opening. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the Invitations for Bid will be cause for rejection, as determined in the sole discretion of the Town.

**5. GUARANTEES**

No guarantee or warranty is given or implied by the Town as to a minimum or total amount of services that may or may not be purchased from any resulting 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.

**6. BID WITHDRAWAL**

Any Bidder may withdraw its bid prior to opening of bids by providing a written notice to the Town. After bids are opened, they shall be irrevocable for a period of ninety (90) days. 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.

**7. CONE OF SILENCE**

A Cone of Silence is hereby imposed and made applicable to this IFB, and in accordance with the Town's Procurement Code. The Cone of Silence shall become effective from the time this IFB is advertised, and shall terminate at the time that the Town Council commences to meet for purposes of making a final decision regarding a Contract award, rejects all responses, or takes other action which ends the IFB process. During the effective time period of the Cone of Silence, any person or entity which submits a bid/response, or that will be subject to evaluation under the terms of this IFB, shall not have any communication with the members of the Town Council relative to this IFB, except as may be permitted or required during public meetings of the Town Council. **NOTE:** A Bidder who violates the Cone of Silence shall be subject to automatic disqualification from further consideration.

A "**Cone of Silence**" means a prohibition on any communication regarding a particular request for proposal, request for qualification or invitation to bid, and as set forth in the Town's Procurement Code.

**8. NOTICE TO PROCEED**

After execution of the Contract, the Town anticipates issuance of a Notice to Proceed or other written work authorization to the Contractor, or as otherwise set forth in the Contract. Contractor shall be required to attend a pre-construction meeting. The date, time and place of the meeting will be set by the Town. A Notice to Proceed may be issued at the pre-construction meeting.

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

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 schedules submitted by Contractor to the Town for its approval. 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 within the project limits as may be required, at no additional cost to the Town.

**9. EQUAL EMPLOYMENT OPPORTUNITY/COMPLIANCE WITH GRANT TERMS**

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.

Additionally, to the extent that this Project is funded in whole or in part by any Federal, State, or local grant, the Contractor shall comply with any and all applicable grant terms or conditions, including Florida Department of Environmental Protection. It is up to the Bidders to inquire and ascertain what grants/terms apply to this IFB.

**10. PUBLIC ENTITY CRIMES**

Pursuant to the provisions of section 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 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 a public entity, may not be awarded to 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".

11. **CONFLICT OF INTEREST**

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Bidders 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.

12. **TAXES**

To the fullest extent provided by Florida law, Bidders should not include taxes in bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

13. **SUBMISSION OF BIDS**

It is the responsibility of the Bidder to ensure that the Bid reaches the Office of the Procurement and Budget Officer on or before the closing hour and date shown on the public notice of this Invitation for Bid. The Town is not responsible for the Bidder's costs associated with preparation of the bid or proposal.

14. **BID FORMS**

Bidders must use the Bid form(s) furnished by the Town. 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.

15. **MISTAKE**

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, if awarded, at the Bid price.

16. **DELIVERY**

All delivery costs and charges for materials shall be included in the Bid price. Delivery shall be freight on board (F.O.B.) to the project site in the Town of Southwest Ranches, Florida.

17. **LIABILITY, INSURANCE, LICENSING & PERMITS**

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 (or his agents) or any person or subcontractor the Bidder utilizes in the completion of his contract as a result of the Bid. 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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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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. Prior to award and in any event prior to commencing Work, the Successful Bidder/Proposer shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

**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, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall carry business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

**C. COMMERCIAL GENERAL LIABILITY:**

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

**D. ENVIRONMENTAL POLLUTION INSURANCE:**

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

**\*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 vendor 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.**

Bidders 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 and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Bid 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.

**18. AWARD OF CONTRACT**

The Town reserves the right to accept or reject any and/or all Bids or parts of bids, to waive any informality, irregularities or technicalities, to re-advertise for Bids, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications. Final determination and award of Contract shall be made by the Town Council.

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.

**19. BID CONSIDERATIONS**

The Town, at its discretion, reserves the right to inspect any/all Bidder's facilities to determine their capability of meeting the requirements for this IFB and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Bidder, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or

costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

**20. 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.

**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. Bidder 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.

**22. CANCELLATION**

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

**23. 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.

**24. 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.

**25. 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.

26. **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.

27. **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.

28. **DEFAULT PROVISION**

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

29. **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.

30. **REMEDIES FOR BREACH**

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

31. **WRITTEN CONTRACT**

The successful Bidder 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 Bid, and include a termination for convenience clause, liquidated damages 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. The successful Bidder further understands and agrees that before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall provide to the Town a certified copy of the recorded Payment Bond required hereunder; and that notwithstanding the terms of the Contract or any other law

governing prompt payment for construction services to the contrary, the Town shall not make any payment to the Contractor until the Contractor has recorded the Payment Bond and provided the Town with a certified copy, as required by section 255.05(1)(b), Florida Statutes.

**32. 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 response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

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

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-**

**0008; EMAIL: [RMUNIZ@SOUTHWESTRANCHES.ORG](mailto:RMUNIZ@SOUTHWESTRANCHES.ORG); RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.**

[End of Section]

## GENERAL CONDITIONS

### A. DEFINITIONS

**Contract:** The written agreement between Town and Bidder whose bid has been accepted, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

**Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

**Bid:** The offer or proposal of a Bidder submitted on the prescribed form(s) and including all information and submission required by the IFB.

**Bonds:** Bid, performance and payment bonds and other instruments of security.

**Change Order:** A document which is signed by Contractor and Town and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

**Construction Change Directive:** A document which is signed by the Town which directs the Contractor to proceed with revised or changed Work, where the Town and Contractor cannot agree on an adjustment in the Contract Price or the Contract Time, or both, issued on or after the Effective Date of the Contract. The subject of a Construction Change Directive may be the basis for a Change Order if later agreed to by the Town and Contractor.

**Contract Documents:** The Contract, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this IFB, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

**Contract Price:** The monies payable by Town to the Contractor under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

**Contractor:** The person, firm or corporation with whom Town has entered into the Contract with for performance of the Work.

**Day:** Shall mean calendar day, unless otherwise specified.

**Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

**Effective Date of the Contract:** The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver, subject to formal acceptance by the Town Council.

**Final Completion:** This term shall mean that point at which, as certified in writing by the Town Engineer or other person designated in the Contract, the Project is at a level of final completion in strict compliance with the Contract, and that Contractor has furnished all Project-close out documentation including, but not limited to, final lien waivers from Contractor and all lower-tiered subcontractors and suppliers, written warranties and guarantees, written O&M Manuals, Record as-built drawings, all as required by the Contract Documents.

**Project:** The whole or any part of the total construction of the Work to be provided under this IFB and the Contract Documents.

**Substantial Completion:** This term shall mean that point at which, as certified in writing by the Town Engineer or other person designated in the Contract, the Project is at a level of completion in strict compliance with the Contract such that the Town or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose, and as defined in the Contract Documents. However, partial use or occupancy of the Project shall not necessarily result in the Project being deemed substantially complete, and such partial use or occupancy shall not necessarily be evidence of Substantial Completion.

**Town:** The Town of Southwest Ranches, Florida.

**Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## **B. PRELIMINARY MATTERS**

### **Upon completion of Construction**

The Contractor shall notify and request Town for a substantial or final completion inspection. Payment to Contractor will be dependent upon satisfactory completion of the Work and in strict accordance with the Contract Documents.

## **C. 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, whether such reference by specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated. Clarifications and interpretations of the Contract Documents may be issued by the Town.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Town in writing at once, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected thereby. Failure to obtain such written interpretation or clarification before proceeding with the Work affected thereby shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation or time, or both, 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.

### **Amending and Supplementing Contract Documents**

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof as outlined in this section, Item G – “Changes in the Work”, and pursuant to the Contract.

## **D. PHYSICAL CONDITONS**

The Town shall furnish, as indicated in the Contract Documents, 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 2, Item G – “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.

**E. 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.

**F. 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 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 OSHA safety requirements while performing the Work. As a minimum, all personnel performing the work subject to this IFB and any 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 this 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.

#### **G. CHANGES IN THE WORK**

Without invalidating the Contract and without notice to any surety, the Town may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a written Change Order or written Construction Change Directive. Upon receipt of a Change Order or written Construction Change Directive, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

#### **Change Orders and Construction Change Directives**

The Town and Contractor shall execute appropriate Change Orders or Construction Change Directives covering changes in the Work which are ordered by the Town which may include: **1)** additions, deletions or revisions to the scope of services; **2)** acceptance of defective Work under this section, Item I – “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”; or **3)** correcting defective Work under this section, Item I – “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”.

#### **Surety**

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

#### **H. 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 estimated based on the scope of the project. Unless authorized by the Town by 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.

**Change Order**

The Contract may only be changed 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 delivered promptly to the Town (but in no event later than seven (7) days) after the acknowledgement or occurrence of the event giving rise to the claim and stating the general nature of the claim. Within fourteen (14) days thereafter, notice of the amount of the claim with all supporting data shall cover all amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. 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 an increase or decrease in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum (which may include an allowance for overhead and profit) or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town shall decide, in its sole discretion, whether to issue and agree to a Change Order, and verbal representations or instructions may not be relied upon by the Contractor.

**Unit Prices**

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item times the estimated quantity of each item. The estimated quantities of items are not guaranteed.

Each unit price will be determined to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item

**I. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

In addition to any manufacturer's warranties, Contractor warrants and guarantees to the Town that all work will be in strict accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided below.

**Owner May Stop the Work**

If the Work is defective or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will strictly conform to the Contract Documents, Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of Town to stop the 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.

**Correction or Removal of Defective Work**

If required by Town, Contractor shall promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Town, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

**One Year Correction Period**

In the event any work is found to be defective within one year after the date of Final Completion, Contractor shall promptly, without cost to Town and in accordance with Town's written instructions, either correct such defective Work, or, if it has been rejected by Town, remove it from the site 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 the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) 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.

**Acceptance of Defective Work**

If, instead of requiring correction or removal and replacement of defective Work, the Town prefers to accept it, the Town may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, Town may make a claim therefore as provided in this section, Item H – "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount and consistent with the above will be paid by Contractor to Town promptly upon requests.

**Town may Correct Defective Work; Chapter 558, F.S. Not Applicable.**

If Contractor fails within a reasonable time, as determined by the Town, after written notice by the Town, to proceed to correct defective Work or to remove and replace rejected Work as required by Town, or if Contractor fails to perform the Work in strict accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Town may, after seven (7) day's written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. To the extent necessary to complete corrective and 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 and incorporate in the Work all materials and equipment stored at the site. Contractor shall allow Town and its representatives, agents and employees such access to the site and Contractor's tools, appliances, construction equipment and machinery as may be necessary to enable Town to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Town in exercising such rights and remedies will be charged against Contractor in a Change Order that incorporates the necessary revisions in the Contract Documents with respect to the Work; 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 this section, Item H – “Change in the Contract Price or Contract Time” against Contractor and its surety without prejudice to any other right or remedies available to Town and regardless of whether or not the Contract is terminated. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, including paralegals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor’s defective Work. Notwithstanding the requirements of any bond to the contrary, Contractor and its surety remain liable for all costs and charges in accordance with this paragraph regardless of whether Contractor is terminated.

**Chapter 558, F.S. Does Not Apply:** The Contractor and the Town understand and agree that chapter 558, Florida Statutes (Construction Defects), shall not apply to the Contract or claims, if any, by the Town arising out of or relating to this IFB or the Contract. The Contractor and the Town further hereby agree to “opt out” of the procedures set forth at chapter 558, Florida Statutes.

**J. PAYMENT**

The payment to Contractor is for all materials, labor, services, equipment and all else necessary or reasonably inferable 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 prices 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 any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this IFB and the Contract, and with the same formality and of equal dignity associated with the original execution of 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 said 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 no 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, and 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 this 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 hereinabove. 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 I above, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed in connection with the Work or there are 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; provided however, that Contractor shall nonetheless be required to furnish partial and final releases of liens and other evidence as may be deemed acceptable by the Town to confirm that all lower-tiered subcontractors and suppliers on the Project have been paid.

**K. 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 to the Town including reasonable overhead and profit thereon 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 in any substantial way 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 deem expedient 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 (including correction of defective Work) exceed such 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 defective Work or otherwise 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 for the convenience of Town. 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.

**L. 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.

**M. 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.

**N. HOURS OF OPERATION**

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

**O. CONTRACTOR'S PERFORMANCE**

The Contractor shall commence the 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.

**TENTATIVE SCHEDULE OF EVENTS**

The **tentative schedule** of events relative to this procurement shall be as follows. Town reserves the right to modify the tentative dates.

<b><u>Event</u></b>	<b><u>Date</u></b>
1. Issuance of Invitation for Bids	Thursday, March 21, 2019
2. Non-Mandatory Pre-Bid Meeting	Thursday, April 4, 2019 @ 11:00 a.m.
3. Deadline for Request for Clarification	Tuesday, April 16, 2019 @ 12:00 noon
4. Bids Due / Opening of Bids	Tuesday, April 23, 2019 @ 11:00 a.m.
5. Completion of Bid Evaluations	TBD
6. Award of Contract (Town Council Action)	TBD
7. Pre-Construction Meeting	TBD
8. Issue Notice to Proceed (NTP)	TBD
9. Substantial Completion of Project	90 Calendar Days after NTP
10. Final Completion of Project	120 Calendar Days after NTP

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

**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.

**Bid and Proposal Form Includes Quantities for:**

SW 136th Avenue north of SW 55th Street - Work Element 1

SW 54th Place west of SW 188th Avenue - Work Element 3

SW 178th Avenue at SW 46th Street - Work Element 4

SW 202nd Avenue north of SW 48th Street - Work Element 5

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$ _____	\$ _____
2	Maintenance of Traffic	1	LS	\$ _____	\$ _____
3	Testing	1	LS	\$ _____	\$ _____
4	NPDES Best Management Practices (BMP)	1	LS	\$ _____	\$ _____
5	Furnish and Install Tree Protection Fencing	1407	LF	\$ _____	\$ _____
6	Furnish and Install 18" RCP Drainage Pipe	276	LF	\$ _____	\$ _____
7	Furnish and Install 24" RCP Drainage pipe	208	LF	\$ _____	\$ _____
8	Furnish and Install Ditch Bottom Inlet "Type C"	9	EA	\$ _____	\$ _____
9	Furnish and Install Ditch Bottom Inlet "Type D" work element #3	1	EA	\$ _____	\$ _____
10	Furnish and Install Ditch Bottom Inlet "Type F" work element #4	1	EA	\$ _____	\$ _____
11	Furnish and Install Headwall, Per FDOT "Index No.250"	1	EA	\$ _____	\$ _____
12	Rebuild Concrete Rip-Rap Headwall per CBWCD work element #1	1	LS	\$ _____	\$ _____
13	Core drill proposed invert into exist. drainage structure	2	EA	\$ _____	\$ _____
14	Clean and clear 36" culvert work element #1	1	LS	\$ _____	\$ _____
15	Pavement Restoration	333	SY	\$ _____	\$ _____

TOWN OF SOUTHWEST RANCHES, FLORIDA  
 SOUTHWEST RANCHES DRAINAGE PROJECT  
 IFB No. 19-002

16	Furnish and Install Gravel driveway	61	CY	\$ _____	\$ _____
17	Excavate Proposed Swale in Accordance with contract plans.	1754	SY	\$ _____	\$ _____
18	Furnish and Install Grass Sod, Bahia.	787	SY	\$ _____	\$ _____
19	Furnish and Install 6" Pavement Markings Yellow	50	LF	\$ _____	\$ _____
20	Furnish and Install 24" Thermoplastic Stop bar	11	LF	\$ _____	\$ _____

Total for Work Elements 1, 3, 4, 5: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

**SCHEDULE OF VALUES WORK ELEMENT 2**

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 addendums, if issued, for the lump sum price shown below.

**BASE BID (EAST SWALE AREA)**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Price</u>
1.	General Conditions	LS	1	\$ _____	\$ _____
2.	Mobilization	LS	1	\$ _____	\$ _____
3.	Cut Back Exist. Roots and Install Root Barrier	LF	20	\$ _____	\$ _____
4.	Remove Exist. 12" CAMP	LF	20	\$ _____	\$ _____
5.	Remove Exist. Structure and Install 4' Diameter Catch Basin, Incl. All Connections	EA	1	\$ _____	\$ _____
6.	Lower Exist. Rim and Replace Cover on Exist. MH Structure	EA	1	\$ _____	\$ _____
7.	Install 24" RCP	LF	112	\$ _____	\$ _____
8.	Install 18" RCP	LF	35	\$ _____	\$ _____
9.	Extend 8 LF of Exist. 15" RCP and Construct Mitered End Section	EA	6	\$ _____	\$ _____
10.	Extend 8 LF of Exist. 24" RCP and Construct Mitered End Section	EA	2	\$ _____	\$ _____
11.	Install Mitered End Section (No Pipe Extension)	EA	5	\$ _____	\$ _____
12.	Core Drill and Connect 24" RCP to Exist. CB	EA	1	\$ _____	\$ _____
13.	Reconstruct Roadside Swale	LF	1,370	\$ _____	\$ _____
14.	Remove 2' Exist. Grass Along Edge of Exist. Pavement	LF	2,477	\$ _____	\$ _____
15.	Restore Exist. Asphalt Drive	SY	20	\$ _____	\$ _____
16.	Restoration	LS	1	\$ _____	\$ _____

TOWN OF SOUTHWEST RANCHES, FLORIDA  
 SOUTHWEST RANCHES DRAINAGE PROJECT  
 IFB No. 19-002

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17.	Erosion/Pollution Control	LS	1	\$ _____	\$ _____
18.	Maintenance of Traffic	LS	1	\$ _____	\$ _____

**Work Element #2: Total Lump Sum Base Bid Price**     \$ \_\_\_\_\_

**BID ALTERNATE 1**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Price</u>
1.	Install 12" Conc. Apron Around Exist. CB	EA	12	\$ _____	\$ _____

**Total Lump Sum Bid Alternate 1 Price**     \$ \_\_\_\_\_

**BID ALTERNATE 2**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Price</u>
1.	General Conditions	LS	1	\$ _____	\$ _____
2.	Mobilization	LS	1	\$ _____	\$ _____
3.	Remove Exist. 12" RCP	LF	20	\$ _____	\$ _____
4.	Remove Exist. 15" PVC	LF	25	\$ _____	\$ _____
5.	Install Type "C" Catch Basin	EA	9	\$ _____	\$ _____
6.	Remove Exist. Structure and Install 4' Diameter Catch Basin, Incl. All Connections	EA	1	\$ _____	\$ _____
7.	Install 18" RCP	LF	10	\$ _____	\$ _____
8.	Install 15" RCP	LF	408	\$ _____	\$ _____
9.	Install 12" RCP	LF	8	\$ _____	\$ _____

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
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10.	Extend 8 LF of Exist. 12" RCP and Construct Mitered End Section	EA	9	\$ _____	\$ _____
11.	Extend 8 LF of Exist. 12" CAMP and Construct Mitered End Section	EA	1	\$ _____	\$ _____
12.	Extend 8 LF of Exist. 15" RCP and Construct Mitered End Section	EA	3	\$ _____	\$ _____
13.	Extend 8 LF of Exist. 15" HDPE and Construct Mitered End Section	EA	1	\$ _____	\$ _____
14.	Install Mitered End Section (No Pipe Extension)	EA	6	\$ _____	\$ _____
15.	Install 12" Conc. Apron Around Exist. CB	EA	7	\$ _____	\$ _____
16.	Core Drill and Connect 15" RCP to Exist. CB	EA	1	\$ _____	\$ _____
17.	Reconstruct Roadside Swale	LF	517	\$ _____	\$ _____
18.	Remove 2' Exist. Grass Along Edge of Exist. Pavement	LF	2,677	\$ _____	\$ _____
19.	Restore Exist. Rock Drive	SY	75	\$ _____	\$ _____
20.	Restore Exist. Asphalt Drive	SY	42	\$ _____	\$ _____
21.	Restore Exist. Concrete Drive	SY	23	\$ _____	\$ _____
22.	Restoration	LS	1	\$ _____	\$ _____
23.	Erosion/Pollution Control	LS	1	\$ _____	\$ _____
24.	Maintenance of Traffic	LS	1	\$ _____	\$ _____

**Total Lump Sum Bid Alternate 2 Price** \$ \_\_\_\_\_

19.	Allowance Item for Utility Relocation	LS	1		\$ <u>10,000.00</u>
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TOWN OF SOUTHWEST RANCHES, FLORIDA  
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<b>Total Lump Sum Bid Price Work Elements 1, 3, 4, 5</b>	\$
<b>Total Lump Sum Base Bid Price for Work Element 2</b>	\$
<b>Utility Allowance Item</b>	<b>\$10,000.00</b>
<b>Total Lump Sum Price for Base Bid Price for all Work Elements</b>	\$

<b>Total Lump Sum Bid Alternate 1 Price</b>	\$
<b>Total Lump Sum Bid Alternate 2 Price</b>	\$
<b>Total Lump Sum Price for Base Bid Price plus Alternates</b>	\$

**Bidder** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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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 **ninety (90) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **one hundred and twenty (120) 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]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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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 Authorized Principal

By: \_\_\_\_\_

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

**DRUG FREE WORKPLACE**

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

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

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

**BIDDER'S SIGNATURE:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
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), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
  - (i). A predecessor or successor of a person convicted of a public entity crime; or
  - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
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.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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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.

BIDDER: \_\_\_\_\_

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

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

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

BIDDER: \_\_\_\_\_



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

---

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

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

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

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

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

BIDDER: \_\_\_\_\_











TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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By: \_\_\_\_\_

Title: \_\_\_\_\_

IN PRESENCE OF: \_\_\_\_\_  
(Individual or Partnership Principal)

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

**IMPORTANT**

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

Countersigned by Florida Agent: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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**GOVERNMENTAL CONTACT INFORMATION**

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

<b>NAME OF AGENCY</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>CONTACT PERSON</b>

BIDDER: \_\_\_\_\_

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

TO THE TOWN OF SOUTHWEST RANCHES:

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

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Phone Number: \_\_\_\_\_

Bidder's Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER: \_\_\_\_\_

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_ (Bidder), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of \_\_\_\_\_ County, Florida

\_\_\_\_\_  
Notary Signature

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

BIDDER: \_\_\_\_\_

**BIDDER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

BIDDER: \_\_\_\_\_



**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: \_\_\_\_\_

**LIABILITY CLAIMS**

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

1. Name and Location of project: \_\_\_\_\_  
\_\_\_\_\_
2. Contact information for Project Owner:
  - a. Name: \_\_\_\_\_
  - b. Address: \_\_\_\_\_
  - c. Phone: \_\_\_\_\_
  - d. Email: \_\_\_\_\_
3. Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_
4. Date of Claim: \_\_\_\_\_
5. Resolution Date of Claim and how resolved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. If applicable:
  - a. Court Case Number: \_\_\_\_\_
  - b. County: \_\_\_\_\_
  - c. State: \_\_\_\_\_

BIDDER: \_\_\_\_\_

**INSERT W – 9**

**1 page**

**INSERT PROOF OF INSURANCE**

**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:

Mara Semper, Procurement and Budget Officer  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330

or

Email: [msemper@southwestranches.org](mailto:msemper@southwestranches.org)

**REASONS**

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

Explanation: \_\_\_\_\_  
\_\_\_\_\_

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

Desire to receive future Town solicitations?     Yes     No

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ DATE: \_\_\_\_\_



**EXHIBIT "A"**

**AGREEMENT**

**BETWEEN THE**

**TOWN OF SOUTHWEST RANCHES**

**AND**

---

**FOR**

**SOUTHWEST RANCHES DRAINAGE PROJECT**

**IFB No. 19-002**

AGREEMENT FOR  
SOUTHWEST RANCHES DRAINAGE PROJECT

**THIS IS AN AGREEMENT** (“Agreement” or “Contract”) made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”).

**WHEREAS**, the Town desires to \_\_\_\_\_ (“Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. \_\_\_\_\_ on \_\_\_\_\_, 201\_ (“IFB”); and

**WHEREAS**, \_\_ bids were received by the Town on \_\_\_\_\_, 201\_; and

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

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

**Section 1: Scope of Services**

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 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 attending the execution of the Work and such existing site conditions have been accounted for within the Contract Price (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).
- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final

Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

**Section 2: Term of this Agreement and Agreement Time**

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

**SOUTHWEST RANCHES DRAINAGE PROJECT**

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **ninety (90) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
  - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
  - (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.
- 2.4.2 Given that the parties agree that time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

**Liquidated/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 hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **ninety (90) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the

essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall at the Town's sole option, be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town, at its sole option, shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

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

Contractor shall:

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

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

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

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

**Section 4: Assignment**

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

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

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

**Section 6: Insurance**

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability by the Town to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five**

**Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

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

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

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

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

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

And

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

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

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

**Section 7: Copyrights and Patent Rights**

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

**Section 8: Laws and Regulations**

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

**Section 9: Taxes and Costs**

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

**Section 10: Indemnification**

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

**Section 11: Non-discrimination**

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

**Section 12: Sovereign Immunity**

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

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

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

**Section 14: No Third Party Beneficiaries**

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

**Section 15: Funding**

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

**Section 16: Manner of Performance**

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

**Section 17: Public Records**

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

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

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

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

from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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

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

**Section 18: Termination**

The Agreement may be terminated upon the following events:

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

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

**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

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 33: Miscellaneous**

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

**B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep

such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

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

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

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or

other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

---

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 2019.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ (title)  
\_\_\_ day of \_\_\_\_\_ 201\_

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Doug McKay, Mayor  
\_\_\_ day of \_\_\_\_\_ 201\_

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

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

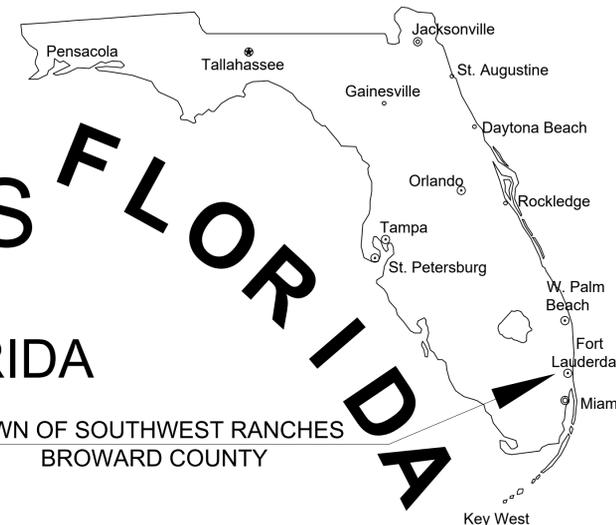
\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney

**EXHIBIT “B”**

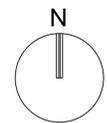
Drawings and Construction Plans Prepared by Keith & Associates, Inc.: Work Elements 1, 3, 4, 5

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

# ENGINEERING PLANS FOR THE TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

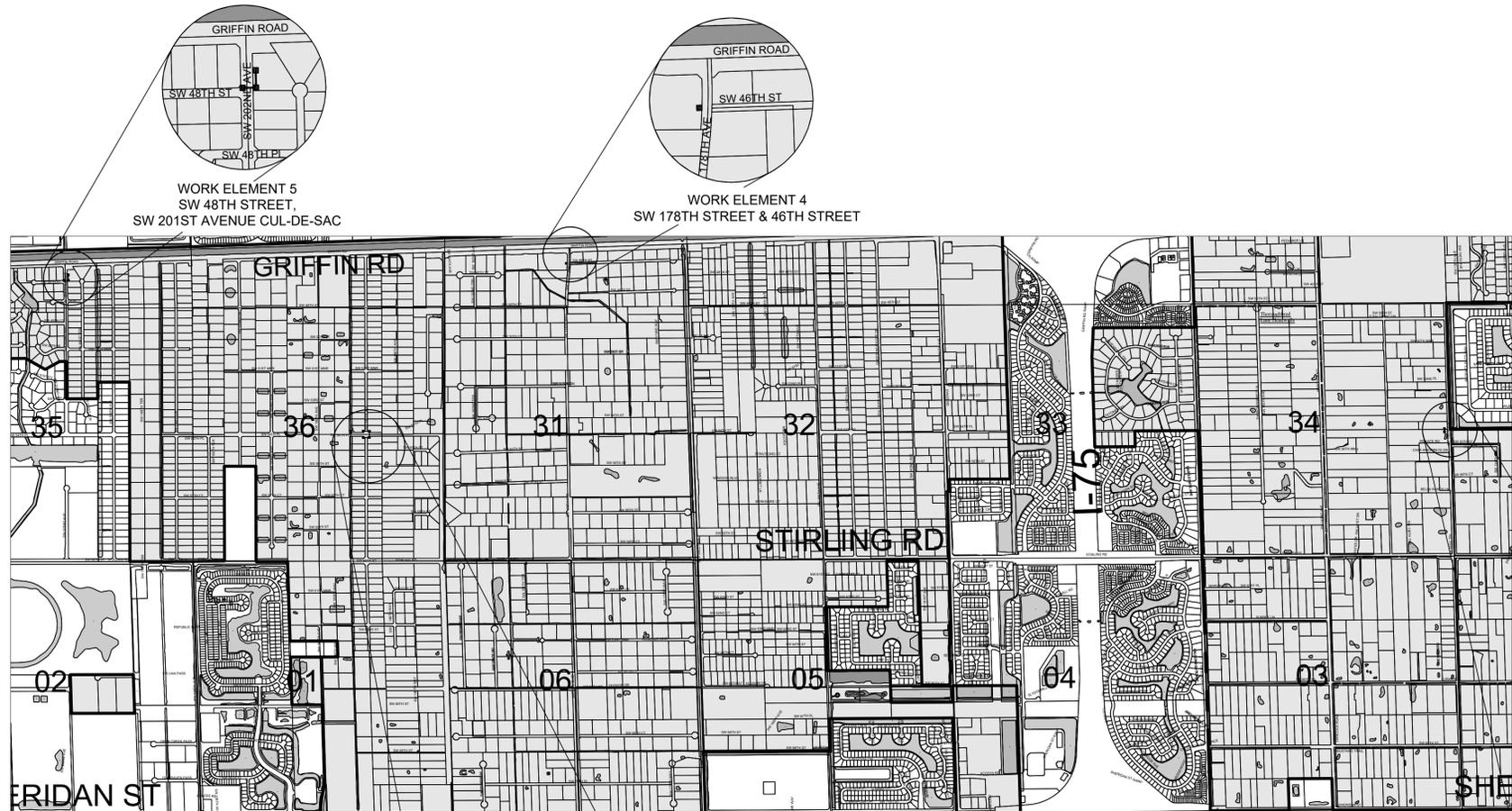


TOWN OF SOUTHWEST RANCHES  
BROWARD COUNTY



Index of Sheets		
Sheet Sequence No.	Sheet Identification	Sheet Title
1	GI-000	COVER
2		TOPOGRAPHIC SURVEY
		WORK ELEMENT #1 5501 SW 136TH AVENUE
3-7		RECORD DRAWING
		WORK ELEMENT #2 - SW 160 AVENUE(DYKES ROAD)
8		TOPOGRAPHIC SURVEY
		WORK ELEMENT #3 SW 54TH PLACE
9		TOPOGRAPHIC SURVEY
		WORK ELEMENT #4 SW 178 AVENUE AND SW GRIFFIN ROAD
10		TOPOGRAPHIC SURVEY
		WORK ELEMENT #5 SW 201 STREET AND SW 202 STREET
11	GI-001	LEGEND
12	GI-002	CONSTRUCTION SPECIFICATIONS
13	GI-003	GENERAL NOTES
14	CG-501	EROSION CONTROL DETAILS
15	CP-101	GRADING AND DRAINAGE PLANS (CBWCD)
		WORK ELEMENT #1 5501 SW 136TH AVENUE
16	CP-102	GRADING AND DRAINAGE PLANS (SBDD)
		WORK ELEMENT #3 SW 54th PLACE
17	CP-103	GRADING AND DRAINAGE PLANS (SBDD)
		WORK ELEMENT #4 SW 178 AVENUE AND SW GRIFFIN ROAD
18	CP-104	GRADING AND DRAINAGE PLANS (SBDD)
		WORK ELEMENT #5 SW 201 STREET AND SW 202 STREET
19-20	CP-501 - 502	DRAINAGE DETAILS
21	CP-503	SOUTH BROWARD DRAINAGE DISTRICT STANDARD DETAIL SHEET

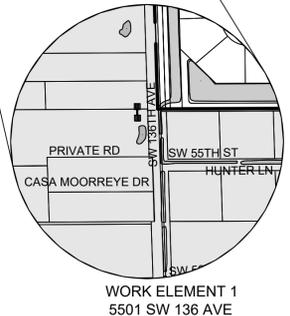
NOTE:  
ALL ELEVATIONS SHOWN ON THESE PLANS ARE  
BASED ON NAVD 1988 DATUM. NAVD1988 DATUM  
VALUES ARE APPROXIMATELY 1.5 FT. BELOW  
NGVD1929 DATUM VALUES IN THIS AREA. SEE  
INDIVIDUAL SURVEY SHEET FOR CONVERSION VALUE.



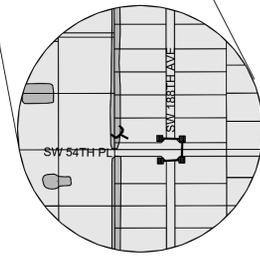
WORK ELEMENT 5  
SW 48TH STREET,  
SW 201ST AVENUE CUL-DE-SAC

WORK ELEMENT 4  
SW 178TH STREET & 46TH STREET

← SOUTH BROWARD DRAINAGE DISTRICT (SBDD)    CENTRAL BROWARD WATER CONTROL DISTRICT (CBWCD) →



WORK ELEMENT 1  
5501 SW 136 AVE



WORK ELEMENT 3  
SW 54TH PLACE &  
188TH AVENUE

THESE PLANS MAY HAVE BEEN  
REDUCED IN SIZE BY REPRODUCTION.  
THIS MUST BE CONSIDERED WHEN  
OBTAINING SCALED DATA.



PREPARED FOR:  
TOWN OF SOUTHWEST RANCHES  
13400 GRIFFIN ROAD  
SOUTHWEST RANCHES, FL 33330

**KEITH & ASSOCIATES, INC.**  
*consulting engineers*

301 East Atlantic Boulevard  
Pompano Beach, Florida 33060-6643  
(954) 788-3400; FAX (954) 788-3500

State of Florida Certificate of  
Authorization Number - 7928

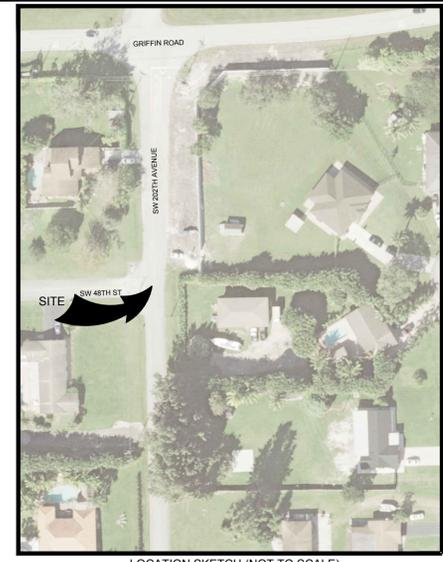
PROJECT No. 08711.09  
JANUARY 2019

STEPHEN D. WILLIAMS, P.E.  
FLORIDA REG. NO. 32090  
(FOR THE FIRM)

S:\08711.09\DEP.DWG\SWR\1508711.09.DWG\SWR\1508711.09.DWG.PLOT\PHOTO\SWR\1508711.09.E5.dwg



ELEMENT 5



LOCATION SKETCH (NOT TO SCALE)

**LEGEND**

- B.C.R. BROWARD COUNTY RECORDS
- BM BENCHMARK
- ELEV. ELEVATION
- L.B. LICENSED BUSINESS
- PG. PAGE
- P.B. PLAT BOOK
- METAL FENCE
- HOG WIRE FENCE
- OVERHEAD WIRES

- HARD SHOT ELEVATION
- SOFT SHOT ELEVATION

- △ ONE POST SIGN
- CATCH BASIN

**LAND DESCRIPTION**

A PORTIONS OF SOUTHWEST 202ND AVENUE ROAD RIGHT-OF-WAY AND SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST. ALL OF THE DESCRIBED LAND HEREON LYING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY FLORIDA.

**SURVEY NOTES**

1. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
2. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THIS SURVEY IS CLASSIFIED AS COMMERCIAL/HIGH RISK AND EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY OF 1 FOOT IN 10 000 FEET AS REQUIRED BY THE STANDARDS OF PRACTICE RULE 5-17 OF THE FLORIDA ADMINISTRATIVE CODE. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
7. THE OWNERSHIP OF FENCES, PERIMETER WALLS AND/OR HEDGES SHOWN HEREON ARE NOT KNOWN AND THUS ARE NOT LISTED AS ENCROACHMENTS. FENCES, HEDGES AND/OR PERIMETER WALLS ARE SHOWN IN THEIR RELATIVE POSITION TO THE BOUNDARY.
8. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). SAID ELEVATIONS ARE BASED ON BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION BENCHMARK 3754 CUT N.E. CORNER OF C.B. RIM AT SOUTHWEST CORNER OF PROPERTY (5010' 6" EAST OF E.O.P. OF 196 LANE, 0.3 MILES SOUTH OF GRIFFIN RD., ELEVATION = 5.031 FEET (NGVD29)) AND BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION BENCHMARK 3755 CUT N.W. CORNER OF C.B. RIM AT RESIDENCE 14841 6' WEST OF WEST EDGE OF PAVEMENT OF 196 LANE, 0.2 MI. SOUTH OF GRIFFIN RD., ELEVATION = 5.069 FEET (NGVD29). THE LEVEL RUN WAS PERFORMED IN NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) AND CONVERTED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) USING NATIONAL GEODETIC SURVEY "VERTCON" AT SAID BENCHMARK 3754 TO DERIVE A (-) 1.519 OFFSET TO CONVERT FROM NGVD29 TO NAVD88.
9. FEATURES AND LINE WORK SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN HORIZONTAL DATUM OF 1983 WITH THE 2011 ADJUSTMENT APPLIED (83NRSR11), TRANSVERSE MERCATOR, FLORIDA EAST ZONE.
10. THE EXPECTED VERTICAL ACCURACY OF THE INFORMATION SHOWN HEREON IS ±0.03' FOR HARD SURFACE ELEVATIONS AND 0.1 FOOT FOR SOFT SURFACE ELEVATIONS.
11. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ALTERED FOR CLARITY. DISTANCES AND ELEVATIONS SHOWN HEREON ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED. THE EXPECTED HORIZONTAL ACCURACY OF THE INFORMATION SHOWN HEREON IS ±0.1'.
12. THE INTENDED DISPLAY SCALE FOR THIS SURVEY IS 1" = 20' OR SMALLER.
13. ALL MAPPED FEATURES AND ELEVATIONS SHOWN HEREON WERE OBTAINED BY KEITH AND ASSOCIATES FOR THE PURPOSE OF THIS SURVEY.
14. PROPERTY LINES SHOWN HEREON ARE REFERENCED FROM THE BROWARD COUNTY PROPERTY APPRAISER'S DATABASE.

**CERTIFICATION**

I HEREBY CERTIFY THAT THE ATTACHED TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON MAY 08 2018 MEETS THE STANDARDS OF PRACTICE RULE 5-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

LEE POWERS  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION NO.: 6805  
STATE OF FLORIDA

DATE	REVISION	BY

DATE	05/08/2018
SCALE	1" = 20'
FIELD BOOK	64221-27
DRAWN BY	S.K.
CHECKED BY	L.P.

**KEITH & ASSOCIATES, INC.**  
Consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860

**SOUTHWEST RANCHES TOPOGRAPHIC SURVEY**

INTERSECTION OF S.W. 202ND AVENUE AND SW 48TH STREET  
PORTIONS OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST  
TOWN OF SOUTHWEST RANCHES BROWARD COUNTY FLORIDA



**LEGEND**

B.C.R. BROWARD COUNTY RECORDS  
 BM BENCHMARK  
 ELEV. ELEVATION  
 L.B. LICENSED BUSINESS  
 PG. PAGE  
 P.B. PLAT BOOK

— OVERHEAD WIRES  
 — TOP OF BANK  
 — TOP OF SLOPE  
 — WOOD FENCE LINE

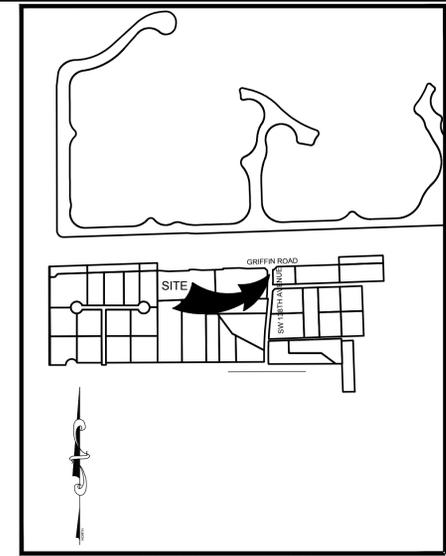
○ HARD SHOT ELEVATION  
 ○ SOFT SHOT ELEVATION  
 ○ ONE POST SIGN  
 ○ SANITARY SEWER MH  
 □ TELEPHONE HAND HOLE  
 □ NATURAL GAS VAULT  
 ○ TWO POST SIGN  
 ○ FLOOD LIGHT  
 ○ LEFT TURN ARROWS  
 ○ GUY ANCHOR  
 □ CATCH BASIN  
 ● BOLLARD

**LAND DESCRIPTION**

A PORTION OF SOUTH-WEST 138TH AVENUE ROAD RIGHT-OF-WAY, SECTION 30, TOWNSHIP 50 SOUTH, RANGE 40 EAST.  
 ALL OF THE DESCRIBED LAND HEREON LYING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

**SURVEY NOTES**

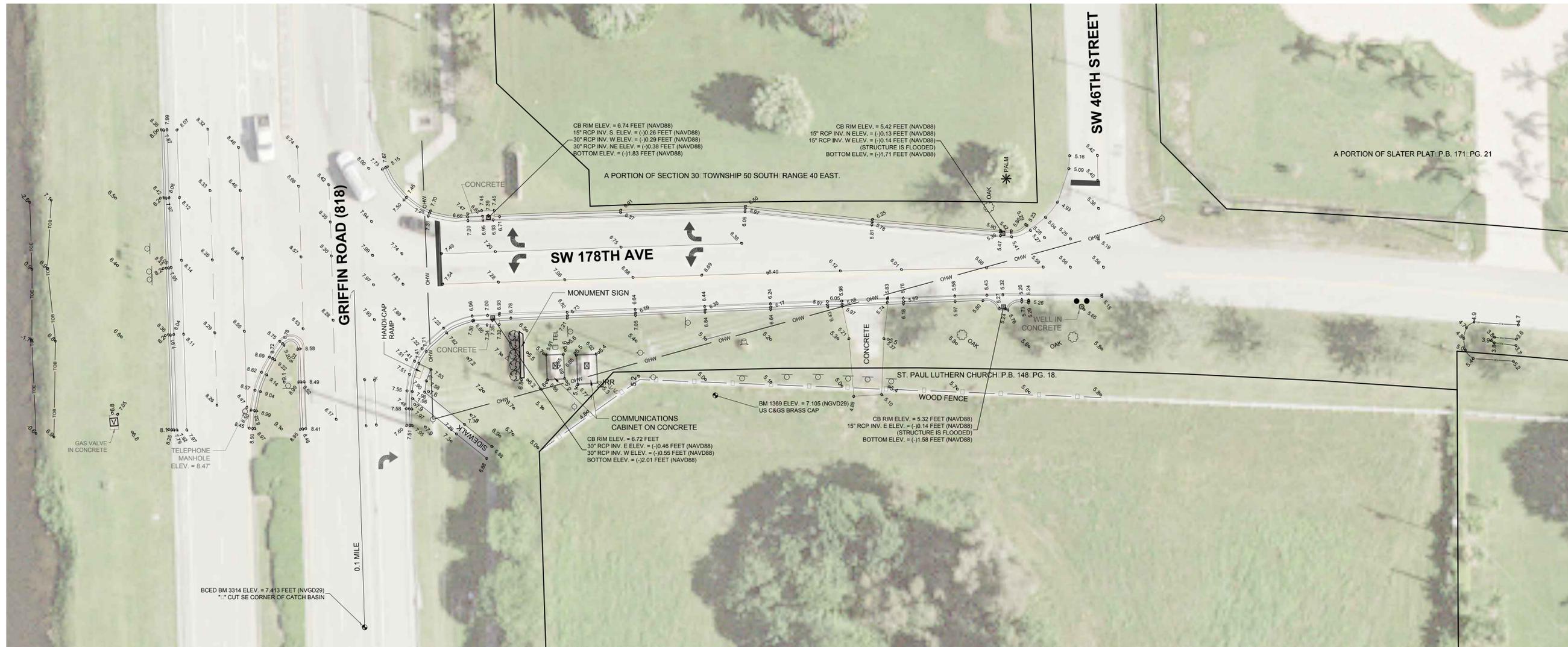
- THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
- IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- THIS IS NOT A BOUNDARY SURVEY.
- THIS SURVEY IS CLASSIFIED AS COMMERCIAL/HIGH RISK AND EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY OF 1 FOOT IN 10,000 FEET AS REQUIRED BY THE STANDARDS OF PRACTICE RULE 5-17 OF THE FLORIDA ADMINISTRATIVE CODE. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- THE OWNERSHIP OF FENCES, PERIMETER WALLS AND/OR HEDGES SHOWN HEREON ARE NOT KNOWN AND THUS ARE NOT LISTED AS ENCROACHMENTS. FENCES, HEDGES AND/OR PERIMETER WALLS ARE SHOWN IN THEIR RELATIVE POSITION TO THE BOUNDARY.
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). SAID ELEVATIONS ARE BASED ON BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION BENCHMARK 1369, A U.S. COAST & GEODETIC SURVEY BRASS DISK LOCATED 140 FEET SOUTH OF GRIFFIN ROAD AND 47 FEET WEST OF THE CENTER LINE OF 178TH AVENUE. ELEVATION = 7.105 FEET (NGVD29) AND BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION BENCHMARK 3314, A CUT " " ON THE SOUTHEAST CORNER OF A CATCH BASIN LOCATED 19 FEET NORTH OF THE NORTH EDGE OF PAVEMENT AND 0.1 MILE WEST OF SOUTHWEST 178TH AVENUE ON GRIFFIN ROAD. ELEVATION = 7.413 FEET (NGVD29). THE LEVEL RUN WAS PERFORMED IN NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) AND CONVERTED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) USING NATIONAL GEODETIC SURVEY "VERTCON" AT SAID BENCHMARK 1369 TO DERIVE A (-) 1.542 OFFSET TO CONVERT FROM NGVD29 TO NAVD88.
- FEATURES AND LINE WORK SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN HORIZONTAL DATUM OF 1983 WITH THE 2011 ADJUSTMENT APPLIED (83NRS11), TRANSVERSE MERCATOR, FLORIDA EAST ZONE.
- THE EXPECTED VERTICAL ACCURACY OF THE INFORMATION SHOWN HEREON IS ±0.03' FOR HARD SURFACE ELEVATIONS AND 0.1 FOOT FOR SOFT SURFACE ELEVATIONS.
- THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/200 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ALTERED FOR CLARITY. DISTANCES AND ELEVATIONS SHOWN HEREON ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED. THE EXPECTED HORIZONTAL ACCURACY OF THE INFORMATION SHOWN HEREON IS ±0.1'.
- THE INTENDED DISPLAY SCALE FOR THIS SURVEY IS 1" = 20' OR SMALLER.
- ALL MAPPED FEATURES AND ELEVATIONS SHOWN HEREON WERE OBTAINED BY KEITH AND ASSOCIATES FOR THE PURPOSE OF THIS SURVEY.
- PROPERTY LINES SHOWN HEREON ARE REFERENCED FROM THE BROWARD COUNTY PROPERTY APPRAISER'S DATABASE.



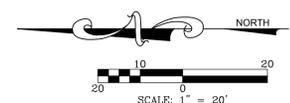
DATE	REVISION	BY

DATE	05/14/2018
SCALE	1" = 20'
FIELD BOOK	64218-20
DRAWN BY	S.K.
CHECKED BY	L.P.

**KEITH & ASSOCIATES, INC.**  
 Consulting engineers  
 301 EAST ATLANTIC BOULEVARD  
 POMPANO BEACH, FLORIDA 33060-6643  
 (954) 788-3400 FAX (954) 788-3500  
 EMAIL: mail@keith-associates.com LB NO. 6860



WORK ELEMENT 4



**CERTIFICATION**

I HEREBY CERTIFY THAT THE ATTACHED TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON MAY 14, 2018 MEETS THE STANDARDS OF PRACTICE RULE 5-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
 CONSULTING ENGINEERS

LEE POWERS  
 PROFESSIONAL SURVEYOR AND MAPPER  
 REGISTRATION NO.: 6805  
 STATE OF FLORIDA

**SOUTHWEST RANCHES TOPOGRAPHIC SURVEY**  
 INTERSECTION OF S.W. 138TH AVENUE AND GRIFFIN ROAD  
 PORTIONS OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 40 EAST  
 TOWN OF SOUTHWEST RANCHES BROWARD COUNTY FLORIDA

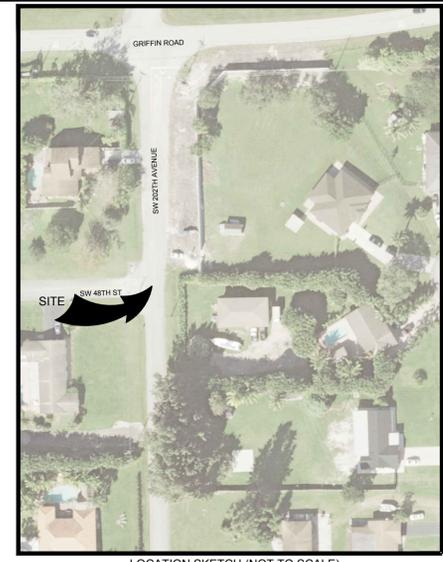
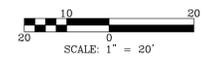
SHEET	1	OF	1
PROJECT NUMBER	08711.09		

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ELEMENT 5



LOCATION SKETCH (NOT TO SCALE)

**LEGEND**

- B.C.R. BROWARD COUNTY RECORDS
- BM BENCHMARK
- ELEV. ELEVATION
- L.B. LICENSED BUSINESS
- PG. PAGE
- P.B. PLAT BOOK
- METAL FENCE
- HOG WIRE FENCE
- OVERHEAD WIRES

- HARD SHOT ELEVATION
- SOFT SHOT ELEVATION

- △ ONE POST SIGN
- CATCH BASIN

**LAND DESCRIPTION**

A PORTIONS OF SOUTHWEST 202ND AVENUE ROAD RIGHT-OF-WAY AND SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST. ALL OF THE DESCRIBED LAND HEREON LYING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY FLORIDA.

**SURVEY NOTES**

1. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
2. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THIS SURVEY IS CLASSIFIED AS COMMERCIAL/HIGH RISK AND EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY OF 1 FOOT IN 10 000 FEET AS REQUIRED BY THE STANDARDS OF PRACTICE RULE 5-17 OF THE FLORIDA ADMINISTRATIVE CODE. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
7. THE OWNERSHIP OF FENCES, PERIMETER WALLS AND/OR HEDGES SHOWN HEREON ARE NOT KNOWN AND THUS ARE NOT LISTED AS ENCROACHMENTS. FENCES, HEDGES AND/OR PERIMETER WALLS ARE SHOWN IN THEIR RELATIVE POSITION TO THE BOUNDARY.
8. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). SAID ELEVATIONS ARE BASED ON BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION BENCHMARK 3754 CUT N.E. CORNER OF C.B. RIM AT SOUTHWEST CORNER OF PROPERTY (5010' E. EAST OF E.O.P. OF 196 LANE, 0.3 MILES SOUTH OF GRIFFIN RD.). ELEVATION = 5.031 FEET (NGVD29) AND BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION BENCHMARK 3755 CUT N.W. CORNER OF C.B. RIM AT RESIDENCE 14841 6' WEST OF WEST EDGE OF PAVEMENT OF 196 LANE, 0.2 MI. SOUTH OF GRIFFIN RD. ELEVATION = 5.069 FEET (NGVD29). THE LEVEL RUN WAS PERFORMED IN NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) AND CONVERTED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) USING NATIONAL GEODETIC SURVEY "VERTCON" AT SAID BENCHMARK 3754 TO DERIVE A (-) 1.519 OFFSET TO CONVERT FROM NGVD29 TO NAVD88.
9. FEATURES AND LINE WORK SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN HORIZONTAL DATUM OF 1983 WITH THE 2011 ADJUSTMENT APPLIED (83NRSR11). TRANSVERSE MERCATOR, FLORIDA EAST ZONE.
10. THE EXPECTED VERTICAL ACCURACY OF THE INFORMATION SHOWN HEREON IS ±0.03' FOR HARD SURFACE ELEVATIONS AND 0.1 FOOT FOR SOFT SURFACE ELEVATIONS.
11. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ALTERED FOR CLARITY. DISTANCES AND ELEVATIONS SHOWN HEREON ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED. THE EXPECTED HORIZONTAL ACCURACY OF THE INFORMATION SHOWN HEREON IS ±0.1'.
12. THE INTENDED DISPLAY SCALE FOR THIS SURVEY IS 1"= 20' OR SMALLER.
13. ALL MAPPED FEATURES AND ELEVATIONS SHOWN HEREON WERE OBTAINED BY KEITH AND ASSOCIATES FOR THE PURPOSE OF THIS SURVEY.
14. PROPERTY LINES SHOWN HEREON ARE REFERENCED FROM THE BROWARD COUNTY PROPERTY APPRAISER'S DATABASE.

**CERTIFICATION**

I HEREBY CERTIFY THAT THE ATTACHED TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON MAY 08 2018 MEETS THE STANDARDS OF PRACTICE RULE 5-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

LEE POWERS  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION NO.: 6805  
STATE OF FLORIDA

**KEITH & ASSOCIATES, INC.**  
consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860

**SOUTHWEST RANCHES  
TOPOGRAPHIC SURVEY**

INTERSECTION OF S.W. 202ND AVENUE AND SW 48TH STREET  
PORTIONS OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 39 EAST  
TOWN OF SOUTHWEST RANCHES BROWARD COUNTY FLORIDA

SHEET 1 OF 1  
PROJECT NUMBER  
08711.09

DATE	REVISION	BY

DATE	05/08/2018
SCALE	1"= 20'
FIELD BOOK	64221-27
DRAWN BY	S.K.
CHECKED BY	L.P.





General Notes

This construction project may or may not include all items covered by these notes and specifications, i.e. paving, grading, drainage lines, water lines, or sanitary sewer lines. See plans for detailed project scope. Notes and specifications on this sheet refer to paving, grading, drainage, water, and sanitary sewer, and are intended for this projects scope of work and for reference purposes for other work items that may be required due to unforeseen existing conditions or required remedial work.

1. Specific Site Notes

- 1.1. County and "City" in these notes refers to County and City in which project resides.
1.2. State in these notes refers to the State of Florida.
1.3. Existing topographic information in the plans is based on survey data and best available information. See project survey and notes on plan sheets regarding the source of the topographic information.

2. Applicable Codes

- 2.1. All construction and materials shall conform to the standards and specifications of the city, county, and all other jurisdictional, State and national codes where applicable.
2.2. In the event of a conflict between the general notes and construction specifications in these plans, and the contract documents and specifications in the specification booklet, the contractor shall submit written request for clarification.
2.3. All construction shall be done in a safe manner and in strict compliance with all the requirements of the Federal occupational safety and health act of 1970, and all State and jurisdictional safety and health regulations.
2.4. The contractor shall be required to comply with Federal, State, County, and City laws, codes, and regulations.
2.5. All handicap accessible areas to conform to the requirements of the Americans with Disabilities Act (ADA), State ADA codes, and Florida Building Code ADA codes latest edition.
2.6. Trench safety act
2.6.1. All trench excavation shall be performed in accordance with chapter 90-96 of the laws of Florida (the trench safety act).
2.6.2. All trench excavation in excess of 5 feet in depth shall be undertaken in accordance with O.S.H.A. standard 29 cfr. Section 1926.650 subpart p.
2.6.3. The contractor shall submit with his contract a completed, signed, and notarized copy of the trench safety act compliance statement. The contractor shall also submit a separate cost item identifying the cost of compliance with the applicable trench safety codes.
2.6.4. A trench safety system, if required, shall be designed by the excavation contractor utilizing a specialty engineer as required.

3. Construction Notes:

- 3.1. Contractor shall tie to existing grade by evenly sloping from closest proposed grade provided to existing grade at limits of construction, unless otherwise noted on the plans. If no limit of work line is indicated, slope to adjacent property line or right-of-way line, as applicable.
3.2. Unless otherwise indicated on the plans, all existing manholes, catch basins, meters and other structures, whether indicated on the plans or not shall be adjusted to match the new grade, by the contractor.
3.3. The curb shall be sloped to accommodate the new pavement, catch basin and grate, and the surface flow pattern.
3.4. The contractor shall use care when cutting the existing asphalt pavement and during excavations, so that the existing catch basins and grates that are to remain will not be damaged.
3.5. The contractor shall maintain the roadway slope when resurfacing the roadway. The edge of pavement shall match the new gutter lip per FDOT index 300.
3.6. The new sidewalk shall be constructed in accordance with the given elevations and at the proper slopes depicted in the specifications, details and standards. Existing driveways and other features shall be matched when possible as directed by the engineer.
3.7. Radii shown are to the edge of pavement.
3.8. All bench mark monuments within the limits of construction shall be protected and referenced by the contractor in the same way as public land corners.
3.9. All excess material is to be disposed by the contractor within 72 hours.
3.10. In areas where the base is exposed by the milling operation, the contractor shall restore the base to its original thickness and structural capacity before paving over such areas. This includes but is not limited

to restoring original degree of compaction, moisture content, composition, stability, and intended slope. If paving will not take place the same day the base is exposed and reworked, the base shall be sealed according to the governing standards and specifications. Any additional work resulting from the contractor's failure to protect the exposed base as stated above in order to restore the original structural capacity shall be the contractor's cost.

- 3.11. The contractor is to maintain existing signage during construction operations, in order to facilitate emergency vehicle traffic.
3.12. The topographic survey included with this set of plans reflects pre-demolition conditions and does not reflect the site conditions after demolition. The contractor is fully and solely responsible in determining the required earthwork for the proposed development of the site. This includes, but is not limited to, any excavation/dredge and fill activities required at any phase of the project. The contractor shall use the final approved (released for construction) plans, surveys, geotechnical reports, and any other available information for determining the amount of excavation/dredging and filling required. Any quantities included in the approved permits were estimated by the engineer for purposes of obtaining the permit and under no circumstances shall be used by the contractor in lieu of performing their own earthwork calculations required for cost estimating and bidding the project.
3.13. The contractor shall be responsible for reading and familiarizing themselves with any and all available geotechnical reports prepared by others and/or any recommendations written or implied by the geotechnical engineer for this project. The geotechnical conditions and recommendations outlined in these reports are in force and in full effect as part of the proposed improvements. The contractor is responsible for ensuring that all the work associated with this project is in compliance with the geotechnical engineer's recommendations. Keith and Associates, Inc. is not responsible for the suitability or unsuitability of the soils encountered. It is the contractor's responsibility to ensure that the means and methods of construction used can and will allow for the successful completion of the required site improvements.

3.14. The contractor shall ensure that the available geotechnical information is sufficient for his complete understanding of the soil conditions for the site. If additional geotechnical investigation is required by the contractor, this additional work shall be considered incidental to the contract and no additional compensation shall be allowed.

3.15. The contractor shall be responsible for the repair and restoration of existing pavement, pipes, conduits, sprinkler heads, cables, etc., and landscaped areas damaged as a result of the contractor's operations and/or those of his subcontractors and shall restore at no additional cost.

3.16. The contractor shall not bring any hazardous materials onto the project. Should the contractor require such for performing the contracted work, the contractor shall request, in writing, permission from the owner, city and engineer. The contractor shall provide the owner, city and engineer with a copy of the material safety data sheet (MSDS) for each hazardous material proposed for use. The project engineer shall coordinate with the owner and city prior to issuing written approval to the contractor.

3.17. Any known or suspected hazardous material found on the project by the contractor shall be immediately reported to the city and/or engineer, who shall direct the contractor to protect the area of known or suspected contamination from further access. The city and/or engineer are to notify the owner/engineer of the discovery. The owner/engineer will arrange for investigation, identification, and remediation of the hazardous material. The contractor shall not return to the area of contamination until approval is provided by the engineer.

3.18. The contractor shall contact the appropriate city engineering inspector and engineer 48 hours in advance of the event to notify the city of construction start up, or to schedule all required tests and inspections including final walk-throughs.

4. Preconstruction Responsibilities

- 4.1. All utility / access easements to be secured prior to construction.
4.2. No construction may commence until the appropriate permits have been obtained from all municipal, State, County, and Federal agencies and a pre-construction meeting has been conducted.
4.3. All required governmental agency building permits to be obtained by the contractor prior to any construction activity.

Contractor to coordinate construction scheduling for connection to the existing water and sewer lines with the utility department that owns and/or maintains the water and sewer lines.

4.5. Prior to the start of construction, the owner shall submit an NPDES construction general permit (CGP) "notice of intent (N.O.I.) to use Generic Permit for storm water discharge from construction activities form (DEP form 62-621.300(4)(b)) to FDEP notices center. The contractor will be responsible for (1) implementation of the storm water pollution prevention plan (SWPPP) that was required to be developed prior to NOI submittal, and (2) retention of records required by the permit, including retention of a copy of the SWPPP at the construction site from the date of project initiation to the date of final site stabilization. A "notice of termination (N.O.T.) of generic permit coverage" form (DEP form 62-621.300(6)) must be submitted to FDEP to discontinue permit coverage, subsequent to completion of construction. For additional information see FDEP website: http://www.dep.state.fl.us/water/storm

4.6. Prior to construction or installation, 5 sets of shop drawings shall be submitted for review as required for the following items listed below, but not limited to:
• Drainage: Catch basins, manholes, headwalls, grates/tops, yard drains.
• Water: Fire hydrants, valves, backflow preventer, DDCV, meter box.
• Sewer: Manholes, lift stations (wetwell, hatches, valves, pump data, electrical panel)

- 4.0.1. Catalogue literature shall be submitted for drainage, water and sewer pipes, fittings, and appurtenances.
4.0.2. Prior to submitting shop drawings to the engineer, the contractor shall review and approve the drawings, and shall note in red any deviations from the engineer's plans or specifications.
4.0.3. Individual shop drawings for all precast structures are required. Catalogue literature will not be accepted for precast structures.

4.1. Contractor to submit maintenance of traffic plan(s) in accordance with FDOT and Broward county requirements, and submit for approval prior to beginning construction.

5. Inspections / Testing:

- 5.1. The contractor shall notify in writing the owner, City, County, engineer of record, and any other governmental agencies having jurisdiction at least 48 hours prior to beginning construction and prior to required inspections of the following items, where applicable:
• Clearing and earthwork
• Storm drainage systems
• Sanitary sewer systems
• Water distribution systems
• Subgrade
• Limerock base
• Asphalt or concrete pavement
• Sidewalks, concrete flatwork/curbing
• Landscaping
• Pavement marking and signage
• Signalization
• Site lighting
• Electrical and communication lines
• Utility conduits
• Irrigation
• Final
The owner, engineer, and jurisdictional permitting agencies may make inspections of the work at any time. The contractor shall cooperate fully with all inspections.

Testing - all testing required by the plans and specifications shall be performed by a licensed / FDOT qualified testing company. Required test for asphalt and limerock shall be taken at the direction of the engineer or the jurisdictional governmental agency in accordance with the plans and specifications.

6. Temporary Facilities

- 6.1. It shall be the contractor's responsibility to arrange for or supply temporary water service, sanitary facilities, communications, and electricity, for his operations and works, cost included under mobilization.
6.2. Contractor shall construct temporary fencing to secure construction areas at all times, cost included in mobilization.
6.3. Contractor to obtain a secure staging area and obtain

all necessary approvals from the owner.

6.4. Contractor shall construct and maintain temporary lighting as required to light the construction project limits at all times, to at least the same lighting intensity levels as the existing conditions.

6.5. The contractor shall maintain access to adjacent properties at all times.

7. Project Progress and Closeout

7.1. During construction, the project site and all adjacent areas shall be maintained in a neat and clean manner, and upon final clean-up, the project site shall be left clear of all surplus material or trash. The paved areas shall be broom swept clean.

7.2. The contractor shall restore or replace any public or private property (such as highway, driveway, walkway, and landscaping), damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of construction. Suitable materials and methods shall be used for such restoration.

7.3. Material or debris shall be hauled in accordance with NPDES permit and jurisdictional laws.

7.4. All land survey property monuments or permanent reference markers, removed or destroyed by the contractor during construction shall be restored by a State of Florida registered land surveyor at the contractor's expense.

7.5. All unpaved surfaces disturbed as a result of construction activities shall be graded, sodded, & restored to a condition equal to or better than that which existed before the construction.

8. Project record documents:

8.1. During the daily progress of the job, the contractor shall record on his set of construction drawings the location, length, material and elevation of any facility not built according to plans. This copy of the "as-built" shall be submitted to engineer for project record.

8.2. Upon completion of drainage improvements and limerock base construction (at least 48 hours before placing asphalt pavement) the contractor shall furnish the engineer of record "as-built" plans for these improvements, showing the locations and pertinent grades of all drainage installations and the finished rock grades of the road crown and edges of pavement at 50 foot intervals, including locations and elevations of all high and low points.

8.3. Upon completion of construction, and prior to final acceptance, the contractor shall submit to the engineer of record one complete set of all "as-built" contract drawings. These drawings shall be marked to show "as-built" construction changes, dimensions, locations, and elevations of all improvements.

8.4. "As-built" drawings of water lines and force mains shall include the following information:

- 8.4.1. Top of pipe elevations every 100 LF.
8.4.2. Locations and elevations of all fittings including bends, tees, gate valves, double detector check valves, fire hydrants, and appurtenances.
8.4.3. All connections to existing lines.
8.4.4. Ends of all water services at the buildings where the water service terminates.

8.5. "As-built" drawings of gravity sanitary sewer lines shall include the following information:

- 8.5.1. Rim elevations, invert elevations, length of piping between structures, and slopes.
8.5.2. The stub ends and cleanouts of all sewer laterals shall be located horizontally and vertically.

8.6. "As-built" drawings of all drainage lines shall include the following information:

- 8.6.1. Rim elevation, invert elevation, length of piping between structures, and control structure elevations if applicable.
8.6.2. The size of the lines.
8.6.3. Drainage well structure shall include, but not be limited to, top of casing elevation, top and bottom elevations of the structure and baffle walls, rim elevations and pipe inverts.

8.7. "As-built" drawings of construction areas shall include the following:

- 8.7.1. Rock elevations at all high, and low points, and at enough intermediate points to confirm slope consistency.
8.7.2. Rock elevations and concrete base elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.
8.7.3. All catch basin and manhole rim elevations.
8.7.4. Finish grade elevations in island areas.
8.7.5. "As-built" elevations shall be taken on all paved and unpaved swales, at enough intermediate points to confirm slope consistency and conformance to the plan details.
8.7.6. Lake and canal bank "as-built" drawings shall

include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 ft, unless otherwise specified. "as-built" drawings shall consist of the location and elevation of the top of bank, edge of water, and the deep cut line, with the distance between each shown on the drawing.

8.7.7. Retention area "as-built" elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be included in "as-built" drawings as well.

8.8. Upon completion of the work, the contractor shall prepare "as-built" drawings on full size, 24" x 36" sheets. All "as-built" information shall be put on the latest engineering drawings. Eight (8) sets of blue or black line drawings shall be submitted. These drawings shall be signed and sealed by a Florida registered professional engineer or land surveyor.

8.9. An electronic copy of these "as-built" drawings shall be submitted to the engineer of record in AutoCAD, version 2008 or later.

9. Utility Notes

9.1. Contractor is responsible for utility verification prior to fabrication.

9.2. The contractor is advised that properties adjacent to the project have electric, telephone, gas, water and/or sewer service laterals which may not be shown in plans. The contractor must request the location of these lateral services from the utility companies.

9.3. The contractor shall use hand digging when excavating near existing utilities. Extreme caution shall be exercised by the contractor while excavating, installing, backfilling or compacting around the utilities.

9.4. The contractor shall notify and obtain an underground clearance from all utility companies and governmental agencies at least 48 hours prior to beginning any construction. The contractor shall obtain a Sunshine811.com Certification clearance number and field markings at least 48 hours prior to beginning any excavation.

• Prior to commencement of any excavation, the contractor shall comply with Florida statute 553.851 for the protection of underground gas pipelines.

For street excavation or closing or for alteration of access to public or private property, the contractor shall notify:

- Roadway jurisdictional engineering / public works authority.
• County transit authority
• School board transportation authority
• Jurisdictional fire department dispatch
• Jurisdictional police department(s)

9.1. The contractor shall use extreme caution working under, over, and around existing electric lines. The contractor shall contact the electric provider company to verify locations, voltage, and required clearances, onsite, in right-of-ways, and in easements, prior to any construction in the vicinity of existing lines.

9.2. Location and size of all existing utilities and topography (facilities) as shown on construction drawings are drawn from available records. The engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. It is the contractor's responsibility to determine the exact location (vertical & horizontal) of any existing utilities and topography prior to construction. The contractor shall verify the elevations and locations of all existing facilities, in coordination with all utility companies, prior to beginning any construction operations. If an existing facility is found to conflict with the proposed construction, the contractor shall immediately notify the engineer so that appropriate measures can be taken to resolve the conflict.

9.3. The contractor shall coordinate the work with other contractors in the area and any other underground utility companies required. The contractor shall coordinate relocation of all existing utilities with applicable utility companies.

10. Signing and Pavement Markings

10.1. All signing and pavement markings installed as part of these plans shall conform to the Federal highway administration (FHWA) "manual on uniform traffic control devices" (MUTCD), County Traffic Design Standards and FDOT design standards as a minimum criteria.

10.2. Match existing pavement markings at the limits of construction.

10.3. Removal of the existing pavement markings shall be accomplished by water blasting or other approved

methods determined by the engineer.

10.4. Incorrectly placed paint or thermoplastic pavement markings over friction course will be removed by milling and replacing the friction course a minimum width of 18 in at the contractor's expense. The engineer may approve an alternative method if it can be demonstrated to completely remove the markings without damaging the asphalt.

10.5. Place all retro-reflective pavement markers in accordance with standard index 17352 and / or as shown in the plans.

10.6. Caution should be exercised while relocating existing signs to prevent unnecessary damage to signs. If the sign is damaged beyond use, as determined by the engineer, signs shall be replaced by the contractor at his expense.

10.7. All existing signs that conflict with construction operations shall be removed, stockpiled, and relocated by the contractor. Sign removal shall be directed by the engineer.

10.8. Relocated sign support system must meet the current design standard.

10.9. The contractor shall provide an inventory of existing signs to remain or to be relocated prior to starting the job and forward this list to the engineer. Contractor shall notify if there are any missing or damage signs that the plans show to remain or to be relocated.

10.10. All roadway pavement markings shall be thermoplastic in accordance with FDOT specifications section 711.

10.11. Hand dig the first four feet of sign foundation.

10.12. All signs shall meet all of the following:

- Meet the criteria outlined in Section 2A.08 of the 2009 MUTCD
• Meet the specifications outlined in Section 700 and 994 of the latest FDOT Standard Specifications.

• Consist of materials certified to meet the retroreflective sheeting requirements outlined in the current version of ASTM D4956 for type-XI retroreflective sheeting materials made with prisms, except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified to meet ASTM D4956 Type IV retroreflective sheeting materials.

• Consist of retroreflective sheeting materials that have a valid FDOT Approved Product List (APL) certification for specification 700 Highway Signing for FDOT sheeting Type XI (or type IV for school and pedestrian signs).

10.13. Patch attachment hardware, such as countersunk screws or rivet heads, with retro reflective buttons that match the color and sheeting material of the finished sign panel including the background, legend or border.

10.14. Ensure the outside corner of sign is concentric with border. Ensure white borders are mounted parallel to the edge of the sign. Ensure black borders are recessed from the edge of the sign.

10.15. Layout permanent final striping that leaves no visible marks at time of final acceptance.



301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

2160 NW 82nd Avenue
Doral, Florida 33122

PH: (954) 788-3400

Florida Certificate of
Authorization # - 7928

BID / CONTRACT NO. :

REVISIONS

Table with 3 columns: NO., DESCRIPTION, DATE

SOUTHWEST RANCHES DEP DRAINAGE IMPROVEMENTS

SCALE: AS NOTED

DATE ISSUED:

DRAWN BY: EH

DESIGNED BY: SW

CHECKED BY: SW

STEPHEN D. WILLIAMS, P.E.
FLORIDA REG. NO. 32090
(FOR THE FIRM)

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GI-003

SHEET of

PROJECT NO. 08711.09

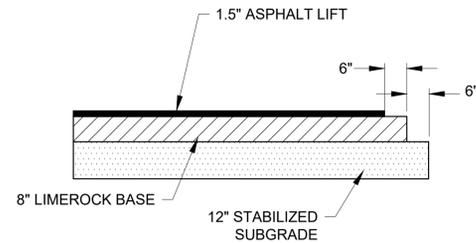












**ASPHALTIC CONCRETE VEHICULAR:**  
 SINGLE LIFT OF 1.5" - SP 9.5 (FINE MIX)  
 ASPHALT SURFACE COURSE SHALL CONFORM TO THE REQUIREMENTS OF FDOT STANDARDS SPECIFICATIONS SECTIONS 330 AND 331. SECOND LIFT OF ASPHALT SHALL NOT BE PLACED UNTIL FINAL LANDSCAPE/HARDSCAPE HAS BEEN INSTALLED.

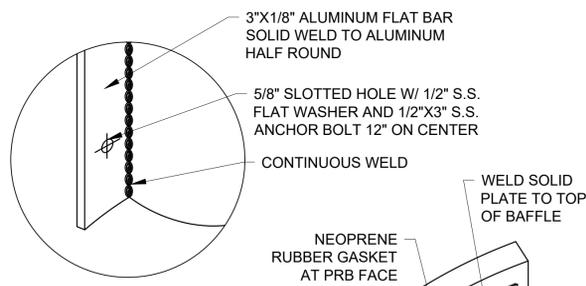
**PRIME AND TACK COAT:**  
 LIMEROCK BASE COURSE SHALL CONFORM TO THE REQUIREMENTS OF FDOT STANDARDS SPECIFICATIONS SECTION 300.  
 APPLICATION RATES:  
 PRIME COAT - 0.10 GALLONS PER SQ. YD.  
 TACK COAT - 0.08 GALLONS PER SQ. YD.

**BASE:**  
 8" LIMEROCK BASE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180), LIMEROCK BASE TO CONFORM WITH THE REQUIREMENTS OF FDOT SPECIFICATIONS SECTIONS 200 AND 911.

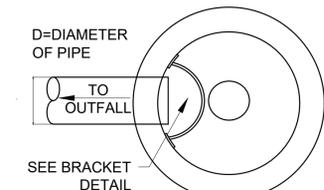
**SUBGRADE:**  
 12" STABILIZED SUBGRADE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180); MINIMUM LBR = 40.

**ASPHALT PAVEMENT DETAIL**

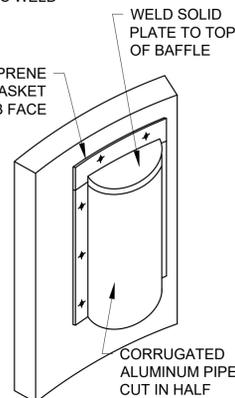
SCALE: NOT TO SCALE



BRACKET DETAIL



PLAN VIEW

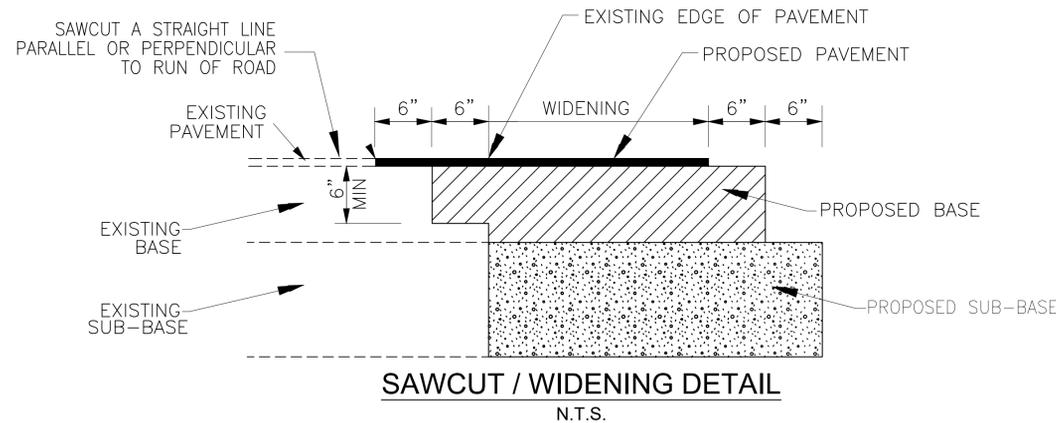


BAFFLE DETAIL

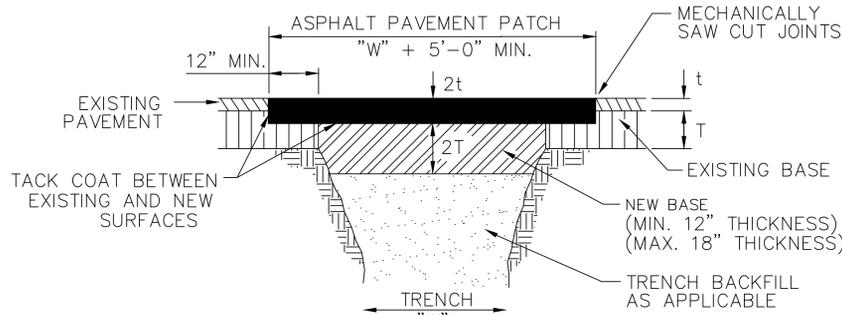
NOTE:  
 BAFFLE TO BE A SECTION OF CAP CUT IN HALF.  
 CAP FOR BAFFLE SHALL BE THE NEXT STANDARD PIPE DIAMETER LARGER THAN THE INFLOW/ OUTFLOW PIPE.

**POLLUTION RETARDANT BAFFLE DETAIL**

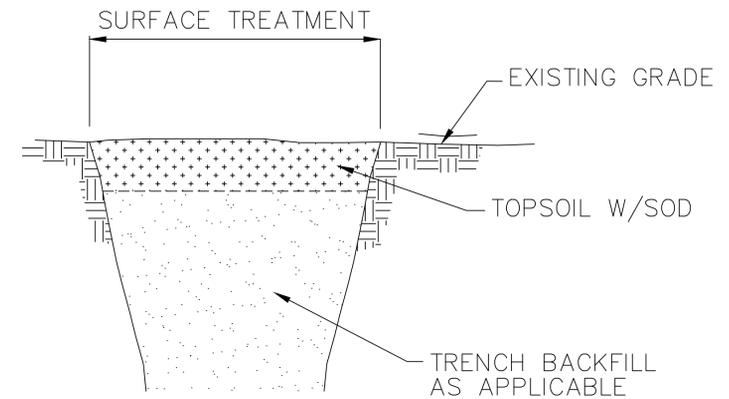
SCALE: NOT TO SCALE  
**SPECIFIC TO ELEMENT #3**



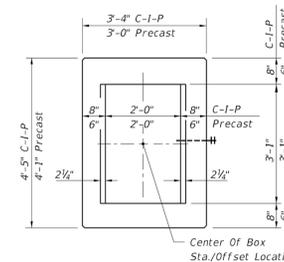
SAWCUT / WIDENING DETAIL  
 N.T.S.



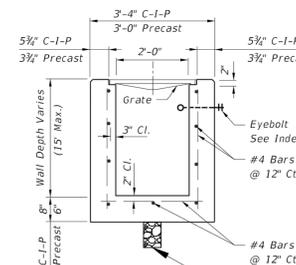
PERPENDICULAR ROAD CROSSINGS (TYPE III)  
 SCALE: NOT TO SCALE



SWALE RESTORATION (TYPE I)  
 SCALE: NOT TO SCALE



PLAN



SECTION

FOR ALL CBWCD STRUCTURES CONTRACTOR SHALL MAINTAIN 18" VERTICAL SUMP FROM THE INVERT ELEVATION (OR BOTTOM OF BAFFLE) TO THE BOTTOM OF THE STRUCTURE.

12" DIAMETER WEEP HOLE W/ FILTERED MEDIA AND 3/4" WASHED ROCK.

**HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 1)**

WALL DEPTH	SCHEDULE	AREA (in. <sup>2</sup> /ft.)	MAX. SPACING BARS	WWF
0'-15"	A12	0.20	12"	8"

**TYPE C**

Recommended Maximum Pipe Size:

2'-0" Wall - 18" Pipe  
 3'-1" Wall - 24" Pipe (18" where an 18" pipe enters a 2'-0" wall)

**SPECIFIC TO ELEMENT #1**



301 East Atlantic Boulevard  
 Pompano Beach, Florida 33060-6643

2160 NW 82<sup>nd</sup> Avenue  
 Doral, Florida 33122

PH: (954) 788-3400

Florida Certificate of Authorization # - 7928

BID / CONTRACT NO.:

**REVISIONS**

NO.	DESCRIPTION	DATE
1	AGENCY COMMENTS	11/07/2018

**SOUTHWEST RANCHES DEP DRAINAGE IMPROVEMENTS**

SCALE: AS NOTED

DATE ISSUED:

DRAWN BY: EH

DESIGNED BY: SW

CHECKED BY: SW

STEPHEN D. WILLIAMS, P.E.  
 FLORIDA REG. NO. 32090  
 (FOR THE FIRM)

SHEET TITLE

**DRAINAGE DETAILS**

SHEET NUMBER

CP-501

SHEET of

PROJECT NO. 08711.09

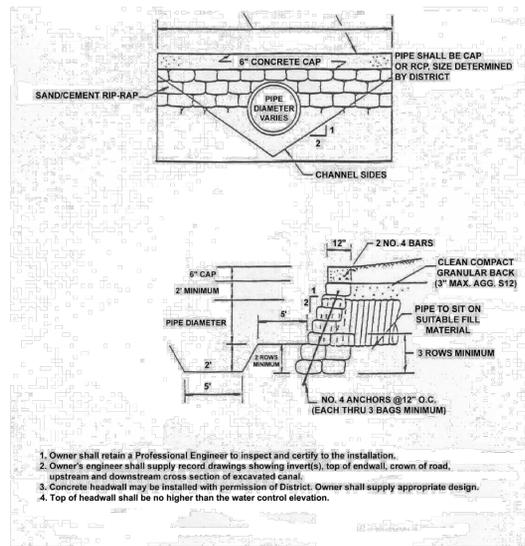
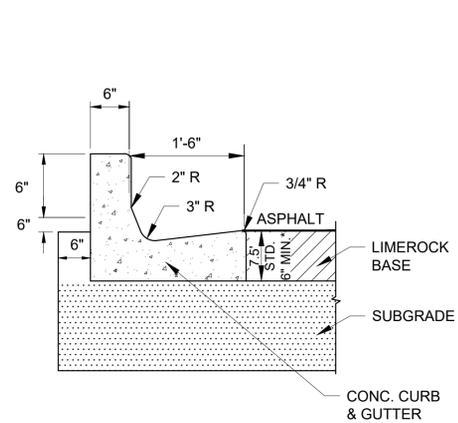
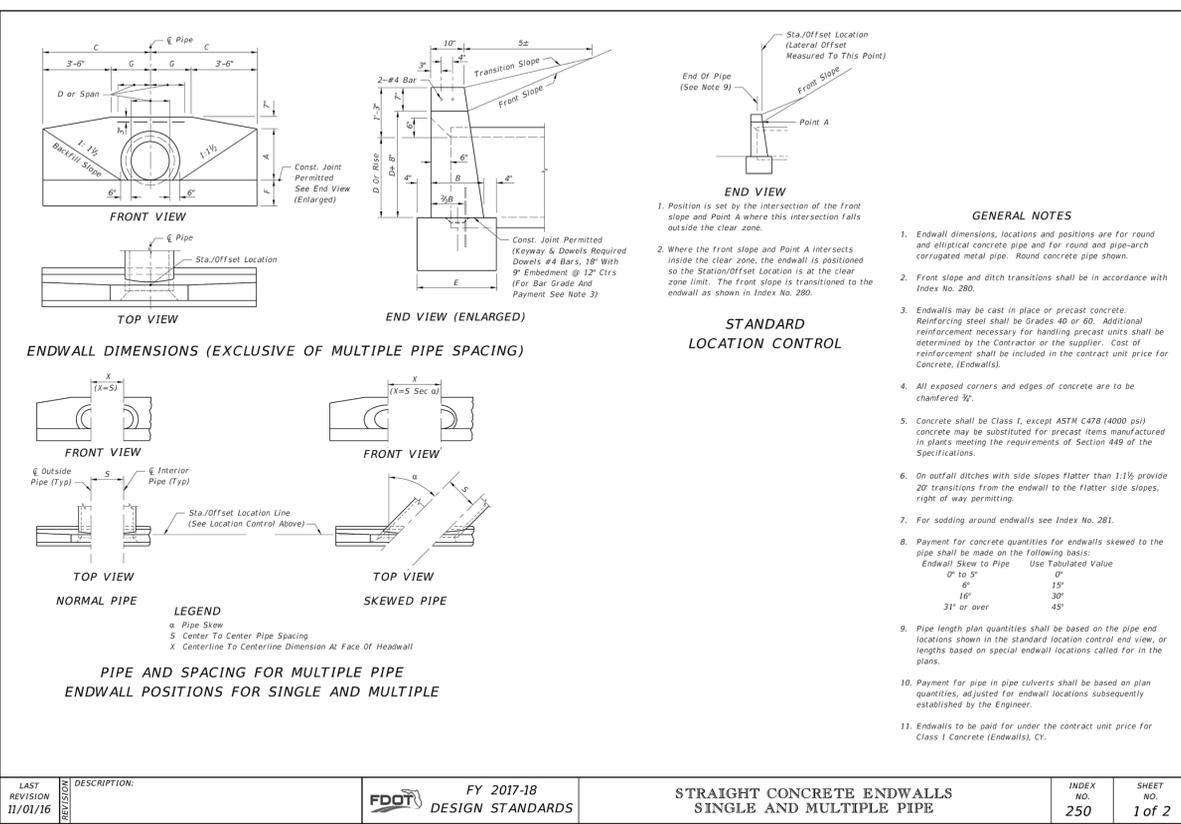


EXHIBIT H Updated 4/13/16  
**CBWCD RIP-RAP HEADWALL DETAIL SPECIFIC TO ELEMENT #1**

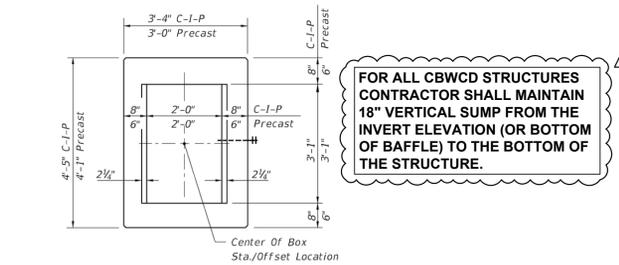


NOTES:  
 ALL TYPE 'F' CURB & GUTTER SHALL BE IN ACCORDANCE WITH THE STANDARD REQUIREMENTS OF FDOT INDEX 300.  
 \*WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

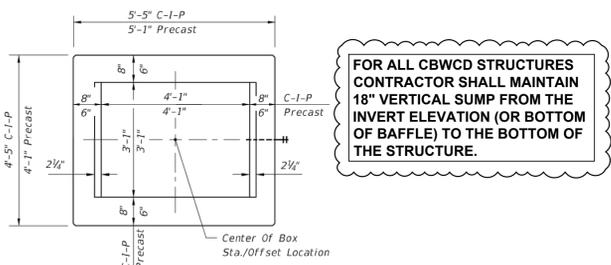
**TYPE 'F' CURB & GUTTER DETAIL PER FDOT INDEX No. 300 SPECIFIC TO ELEMENT #4**



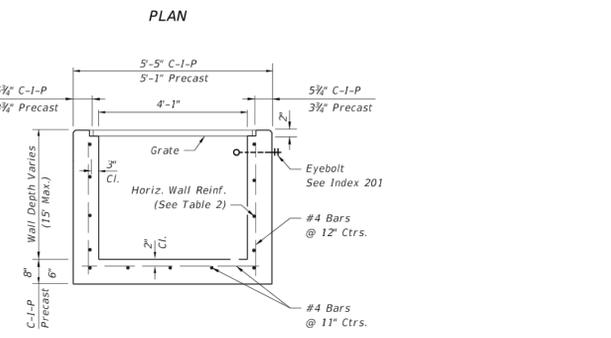
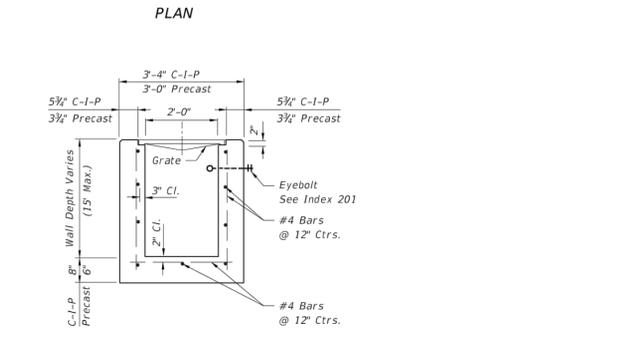
**STRAIGHT CONCRETE ENDWALLS SINGLE AND MULTIPLE PIPE**



FOR ALL CBWCD STRUCTURES CONTRACTOR SHALL MAINTAIN 18" VERTICAL SUMP FROM THE INVERT ELEVATION (OR BOTTOM OF BAFFLE) TO THE BOTTOM OF THE STRUCTURE.



FOR ALL CBWCD STRUCTURES CONTRACTOR SHALL MAINTAIN 18" VERTICAL SUMP FROM THE INVERT ELEVATION (OR BOTTOM OF BAFFLE) TO THE BOTTOM OF THE STRUCTURE.



**HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 1)**

WALL DEPTH	SCHEDULE	AREA (in. <sup>2</sup> /ft.)	MAX. SPACING BARS	WWF
0'-15"	A12	0.20	12"	8"

**TYPE C**  
 Recommended Maximum Pipe Size:  
 2'-0" Wall - 18" Pipe  
 3'-1" Wall - 24" Pipe (18" where an 18" pipe enters a 2'-0" wall)

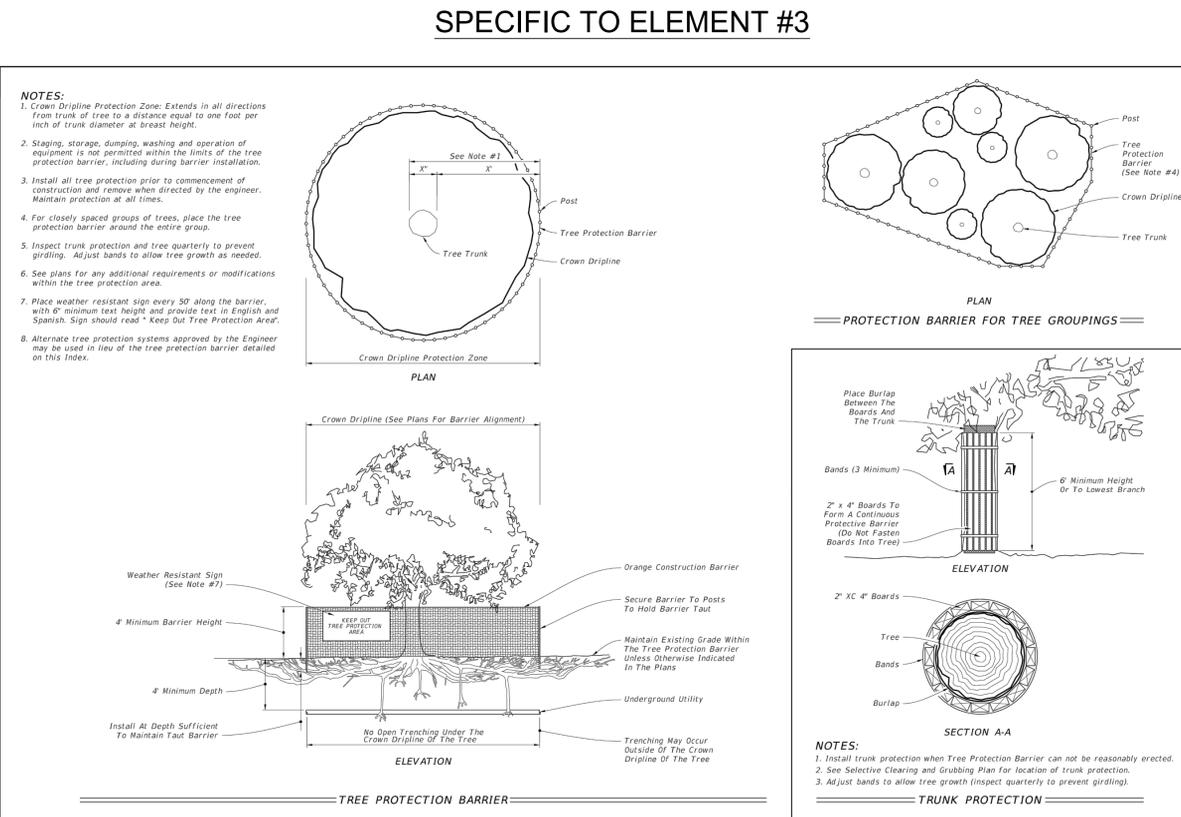
**HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 2)**

WALL DEPTH	SCHEDULE	AREA (in. <sup>2</sup> /ft.)	MAX. SPACING BARS	WWF
0'-6"	A12	0.20	12"	8"
6'-10"	A6	0.20	6"	5"
10'-13"	A4	0.20	4"	3"
10'-15"	B5.5	0.24	5 1/2"	5"

**TYPE D**  
 Recommended Maximum Pipe Size:  
 3'-1" Wall - 24" Pipe  
 4'-1" Wall - 36" Pipe

**SPECIFIC TO ELEMENT #3,4,5**

**SPECIFIC TO ELEMENT #3**



**TREE PROTECTION AND PRESERVATION**

**KEITH & ASSOCIATES, INC.**  
 consulting engineers  
 301 East Atlantic Boulevard  
 Pompano Beach, Florida 33060-6643

2160 NW 82<sup>nd</sup> Avenue  
 Doral, Florida 33122

PH: (954) 788-3400

Florida Certificate of Authorization # - 7928

BID / CONTRACT NO. :

REVISIONS		
NO.	DESCRIPTION	DATE
1	AGENCY COMMENTS	11/07/2018

**SOUTHWEST RANCHES DEP DRAINAGE IMPROVEMENTS**

SCALE: AS NOTED  
 DATE ISSUED:  
 DRAWN BY: EH  
 DESIGNED BY: SW  
 CHECKED BY: SW

STEPHEN D. WILLIAMS, P.E.  
 FLORIDA REG. NO. 32090  
 (FOR THE FIRM)

**DRAINAGE DETAILS**

SHEET NUMBER  
 CP-502

SHEET of

PROJECT NO. 08711.09

Drawing name: N:\08711.09 DEP Drainage projects - Town of SW Ranches\Engineering\CAD\08711.09 SW Ranches CP-502-548.dwg Layout Name: CP-502 Plotted on: Nov 07, 2018 4:15pm



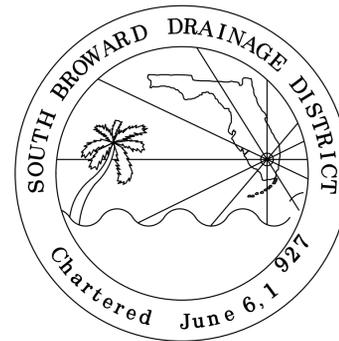
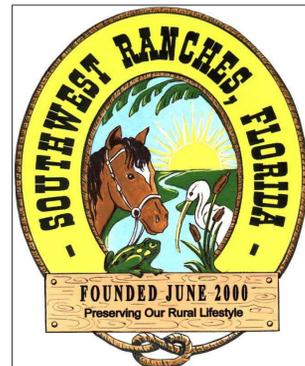
**EXHIBIT “C”**

Drawings and Construction Plans Prepared by South Broward Drainage District: Work Element 2

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

# TOWN OF SOUTHWEST RANCHES & SOUTH BROWARD DRAINAGE DISTRICT DYKES ROAD GRADING & DRAINAGE IMPROVEMENT PROJECT Work Element 2

TOWN OF SOUTHWEST RANCHES  
13400 GRIFFIN ROAD  
SOUTHWEST RANCHES, FLORIDA 33330



SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 160th AVE.  
SOUTHWEST RANCHES, FLORIDA 33331

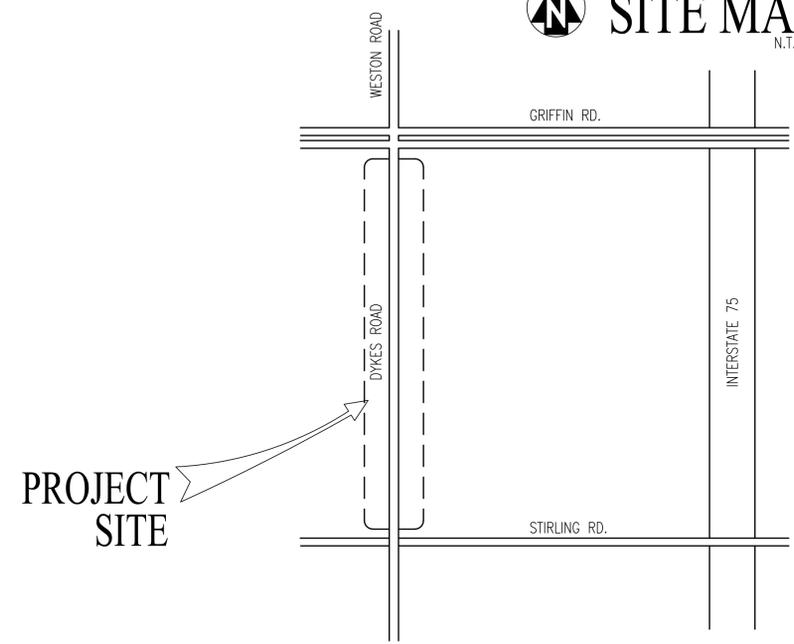


Know what's below.  
Call before you dig.

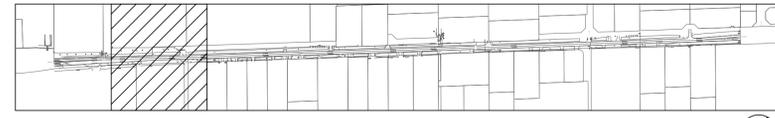
## DRAWING INDEX:

COVER SHEET	-	1
GRADING AND DRAINAGE SITE PLAN	-	2
GRADING AND DRAINAGE SITE PLAN	-	3
GRADING AND DRAINAGE SITE PLAN	-	4
GRADING AND DRAINAGE SITE PLAN	-	5
GRADING AND DRAINAGE SITE PLAN	-	6
GRADING AND DRAINAGE SITE PLAN	-	7
GRADING AND DRAINAGE SITE PLAN	-	8
SECTIONS AND NOTES	-	9
EROSION CONTROL PLAN	-	10
SBDD DETAILS	-	11
EROSION CONTROL DETAILS	-	12

## SITE MAP N.T.S.

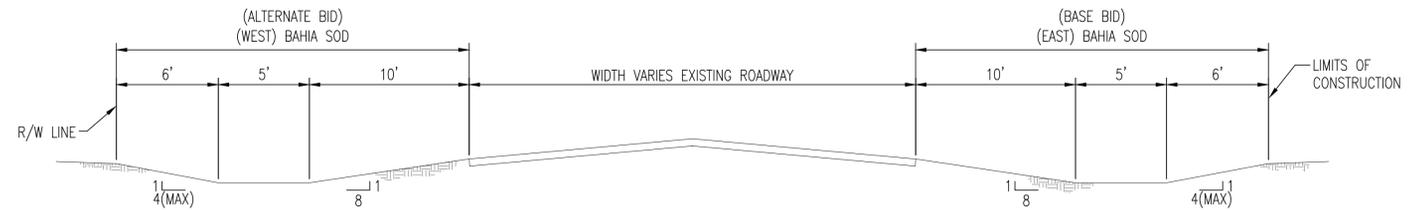






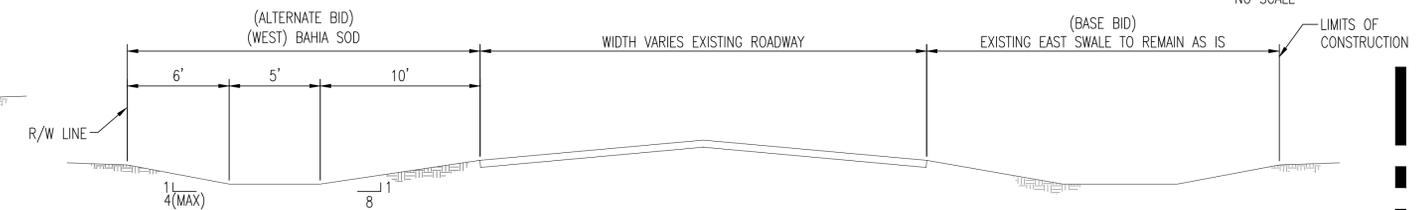
KEY MAP

NO SCALE



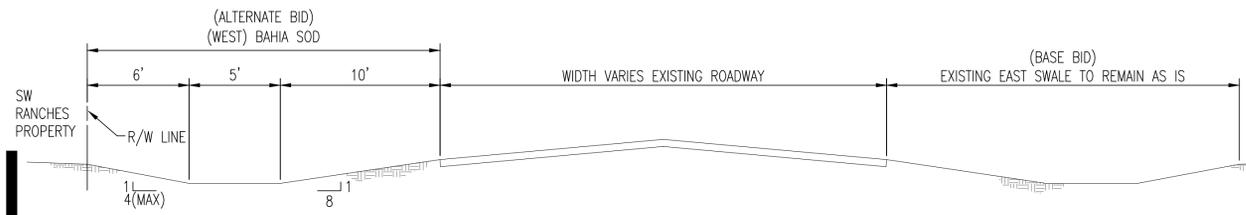
SECTION D-D

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SECTION E-E

NO SCALE



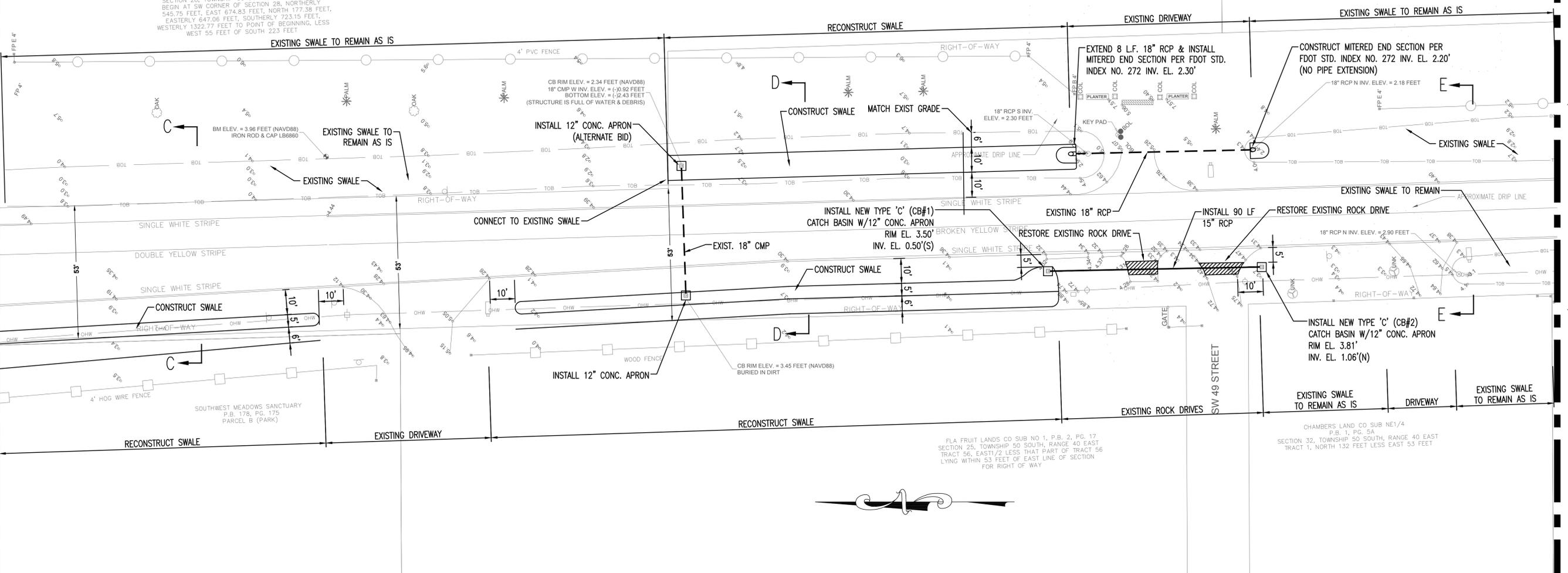
SECTION C-C

NO SCALE

SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST,  
 BEGIN AT SW CORNER OF SECTION 28, NORTHERLY  
 545.75 FEET, EAST 674.83 FEET, NORTH 177.38 FEET,  
 EASTERLY 647.06 FEET, SOUTHERLY 723.15 FEET,  
 WESTERLY 1322.77 FEET TO POINT OF BEGINNING, LESS  
 WEST 55 FEET OF SOUTH 223 FEET

MATCHLINE (SEE SHEET 1 OF 11)

MATCHLINE (SEE SHEET 3 OF 11)



# GRADING & DRAINAGE PLAN



SCALE: 1"=20'-0"

- NOTES:
- ALL ELEVATIONS ARE BASED ON NAVD '88 DATUM
  - CONVERSION FROM NAVD '88 TO NGVD '29 = 1.51'
  - EAST SIDE SWALE IS BASE BID
  - WEST SIDE SWALE IS ALTERNATE BID 2

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
1							

SOUTH BROWARD DRAINAGE DISTRICT  
 6591 SW 160th AVE  
 SOUTHWEST RANCHES, FL. 33331

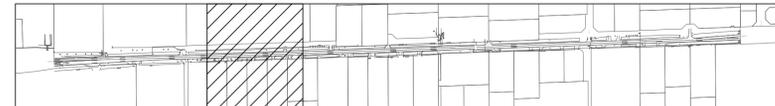
GRADING & DRAINAGE PLAN  
 SOUTHWEST RANCHES, FLORIDA  
 DYKES RD DRAINAGE IMPROVEMENT PLAN

DRAWN BY:  
 J.K.S.  
 APPROVED BY:  
 K.M.H.  
 DATE 1-4-2019



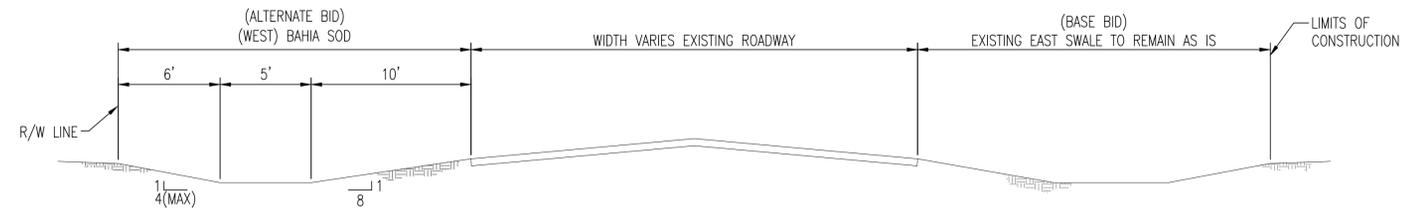
SCALE AS NOTED  
 PROJECT No  
 CAD FILE

SHEET  
 2 OF 12



KEY MAP

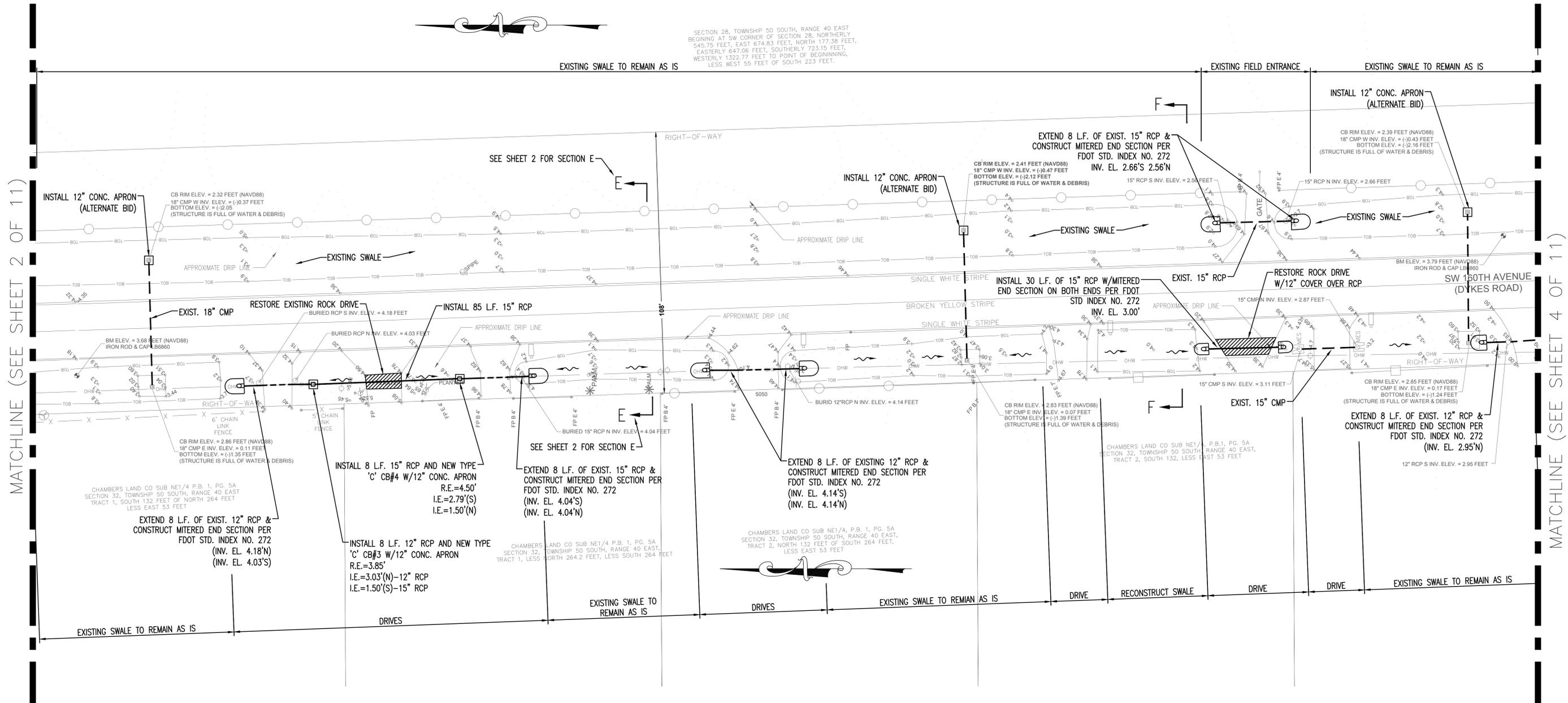
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SECTION F-F

NO SCALE

SECTION 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST  
 BEGINNING AT SW CORNER OF SECTION 28, NORTHERLY  
 545.75 FEET, EAST 674.83 FEET, NORTH 177.38 FEET,  
 EASTERLY 647.06 FEET, SOUTHERLY 723.15 FEET,  
 WESTERLY 1322.77 FEET TO POINT OF BEGINNING,  
 LESS WEST 55 FEET OF SOUTH 223 FEET.



MATCHLINE (SEE SHEET 2 OF 11)

MATCHLINE (SEE SHEET 4 OF 11)

# GRADING & DRAINAGE PLAN



SCALE: 1"=20'-0"

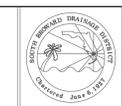
- NOTES:
- ALL ELEVATIONS ARE BASED ON NAVD '88 DATUM
  - CONVERSION FROM NAVD '88 TO NGVD '29 = 1.51'
  - EAST SIDE SWALE IS BASE BID
  - WEST SIDE SWALE IS ALTERNATE BID 2

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
1			KH				

SOUTH BROWARD DRAINAGE DISTRICT  
 6591 SW 160th AVE  
 SOUTHWEST RANCHES, FL. 33331

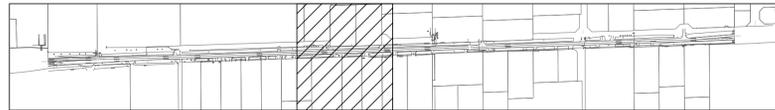
GRADING & DRAINAGE PLAN  
 SOUTHWEST RANCHES, FLORIDA  
 DYKES RD DRAINAGE IMPROVEMENT PLAN

DRAWN BY:  
J.K.S.  
 APPROVED BY:  
K.M.H.  
 DATE 1-4-2019



SCALE AS NOTED  
 PROJECT No  
 CAD FILE

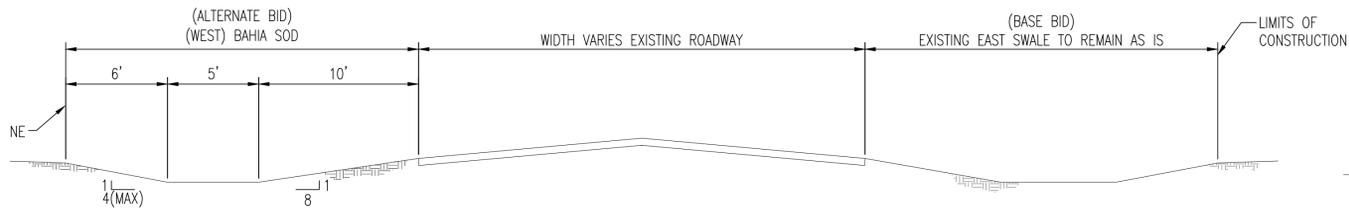
SHEET  
 3 OF 12



KEY MAP

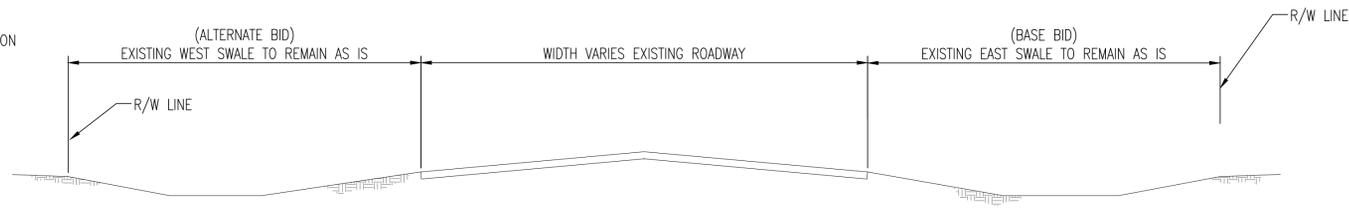


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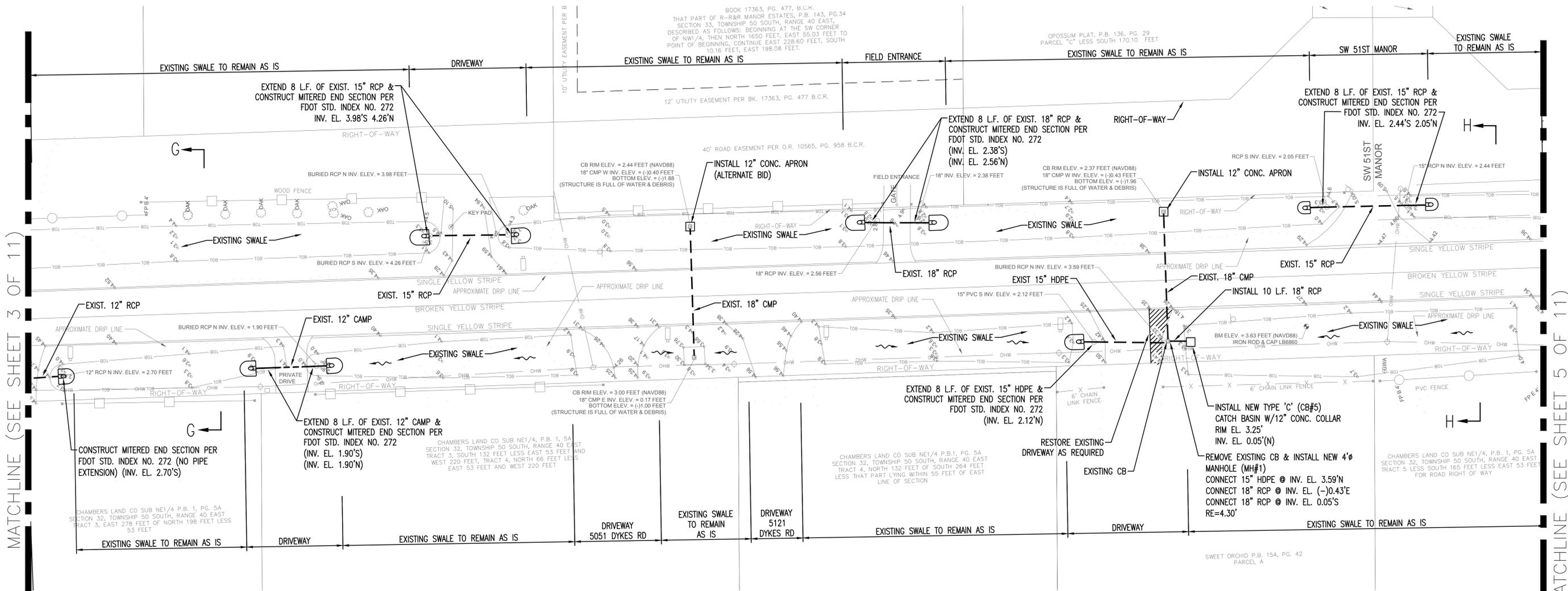
SECTION G-G

NO SCALE



SECTION H-H

NO SCALE



MATCHLINE (SEE SHEET 3 OF 11)

MATCHLINE (SEE SHEET 5 OF 11)

# GRADING & DRAINAGE PLAN



SCALE: 1"=20'-0"

- NOTES:
- ALL ELEVATIONS ARE BASED ON NAVD '88 DATUM
  - CONVERSION FROM NAVD '88 TO NGVD '29 = 1.51'
  - EAST SIDE SWALE IS BASE BID
  - WEST SIDE SWALE IS ALTERNATE BID 2

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
1			KH				

SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 160th AVE  
SOUTHWEST RANCHES, FL. 33331

GRADING & DRAINAGE PLAN  
SOUTHWEST RANCHES, FLORIDA  
DYKES RD DRAINAGE IMPROVEMENT PLAN

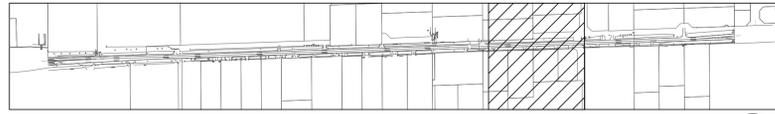
DRAWN BY:  
J.K.S.  
APPROVED BY:  
K.M.H.  
DATE 1-4-2019



SCALE AS NOTED  
PROJECT No  
CAD FILE

SHEET  
4 OF 12

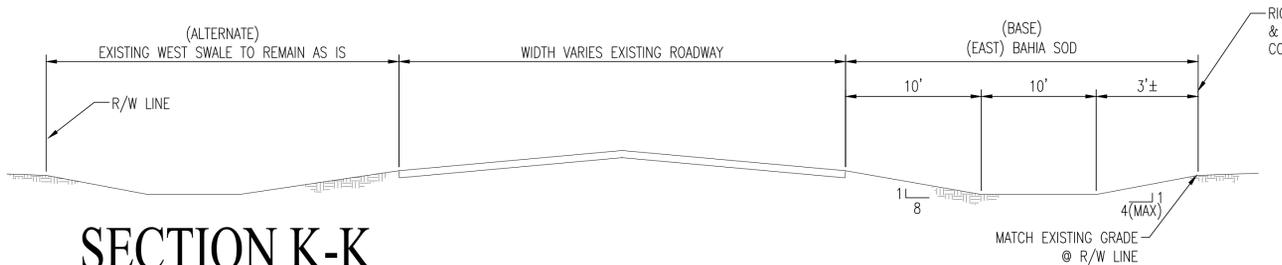




KEY MAP

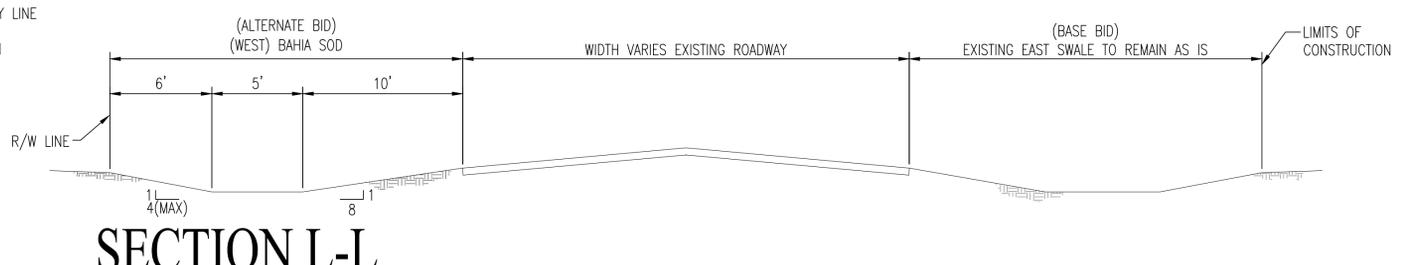


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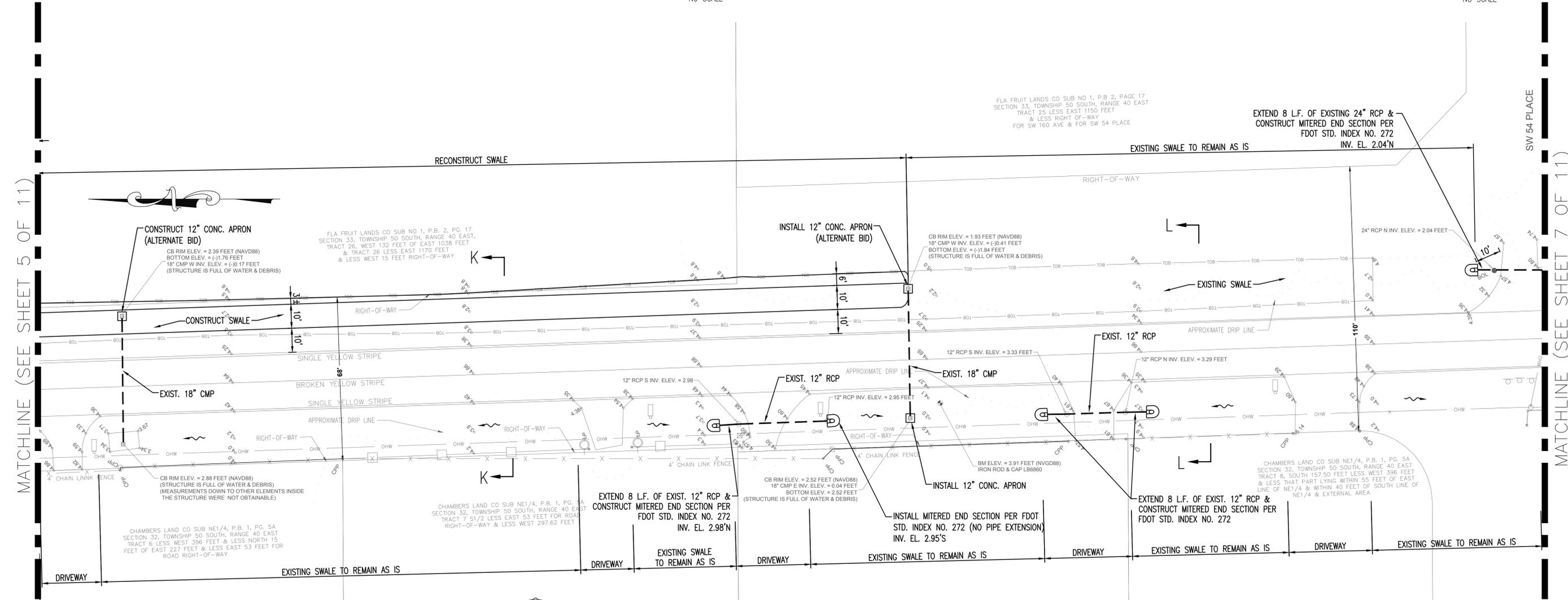
SECTION K-K

NO SCALE



SECTION L-L

NO SCALE



GRADING & DRAINAGE PLAN



SCALE: 1"=20'-0"

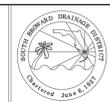
- NOTES:
- ALL ELEVATIONS ARE BASED ON NAVD '88 DATUM
  - CONVERSION FROM NAVD '88 TO NGVD '29 = 1.51'
  - EAST SIDE SWALE IS BASE BID
  - WEST SIDE SWALE IS ALTERNATE BID 2

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
1							

SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 160th AVE  
SOUTHWEST RANCHES, FL. 33331

GRADING & DRAINAGE PLAN  
SOUTHWEST RANCHES, FLORIDA  
DYKES RD DRAINAGE IMPROVEMENT PLAN

DRAWN BY:  
J.K.S.  
APPROVED BY:  
K.M.H.  
DATE 1-4-2019



SCALE AS NOTED  
PROJECT No  
CAD FILE

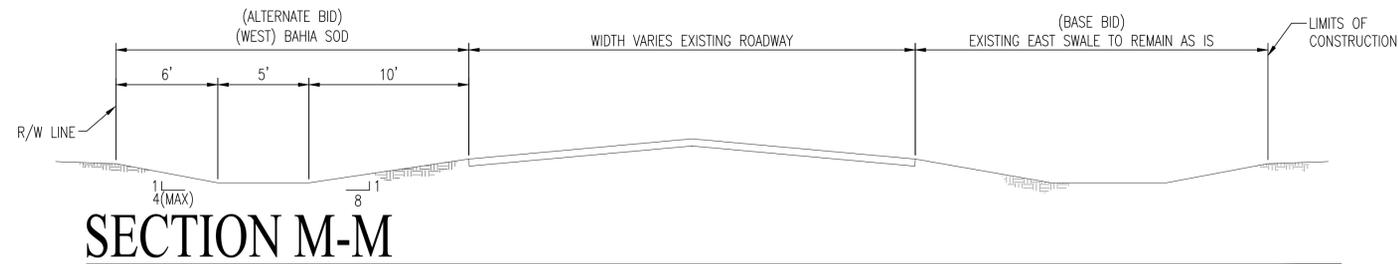
SHEET  
6 OF 12





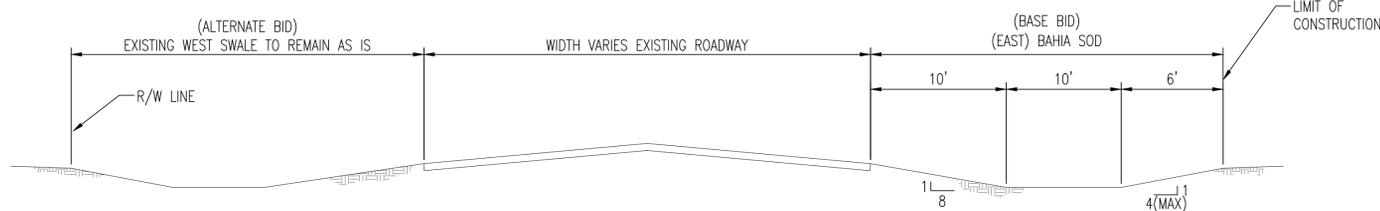
**NOTES:**

1. There shall be no Change Orders or additional payments under this contract due to the hardness of the underlying rock or the depth to the water table. The Contractor shall perform any site investigations and obtain any additional information as they deem necessary to determine the extent of the work and equipment required to complete the work as indicated in the Contract Documents.
2. See topographic survey prepared Keith and Associates Inc., dated 4/18/18, for information and data on existing ground elevations.
3. All elevations shown on this plan are based on the North American Vertical Datum of 1988 (NAVD 88) The conversion from NGVD 29 to the NAVD 88 is: NAVD'88 = NGVD '29 - 1.51'
4. Contractor shall verify the location, size, material, and depth of all existing underground utility lines prior to beginning the work.
5. Contractor shall exercise extreme caution when working under and around existing overhead electric lines. Contractor shall notify and coordinate with FPL on any safety or other issues regarding overhead power lines.
6. Contractor shall submit a Maintenance of Traffic (MOT) Plan to the Town of Southwest Ranches for approval for any impacts to the flow of traffic on Dykes Road or sides streets.
7. The limits of the Project area shall be completely restored. The Dykes Road right-of-way shall be restored with Bahia sod. Contractor shall be responsible for watering of the sod until final acceptance of the work.
8. Contractor shall be responsible to completely restore the limits of construction including, but not limited to, sod, irrigation, pavement, and curbing.
9. Contractor shall be responsible to obtain a dewatering permit from the South Florida Water Management District (SFWMD) for the any dewatering activities (at the sole cost to the Contractor).
10. Any required density tests or material testing shall be paid for by the Contractor.
11. All required survey layouts and as-built surveys shall be paid for by the Contractor.
12. Contractor shall install a 12" concrete apron around the new drainage catch basin and all existing catch basins that do not have an existing apron.
13. Contractor shall comply with all requirements of Section 403.0885, Florida Statutes for NPDES, including, but not limited to, filing a Notice of Intent.
14. All new drainage structures and new pipe shall be cleaned upon completion of construction.



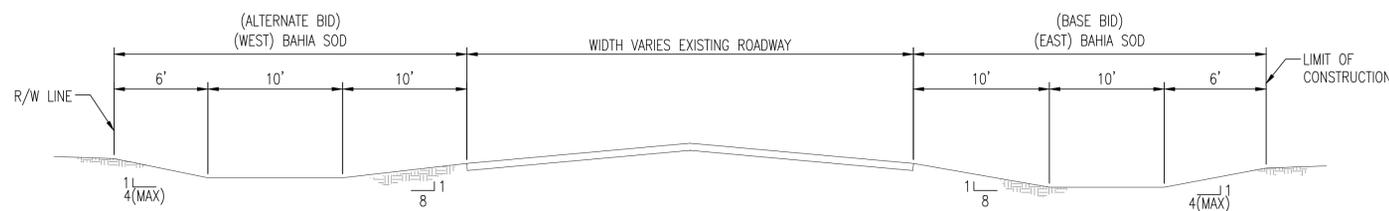
**SECTION M-M**

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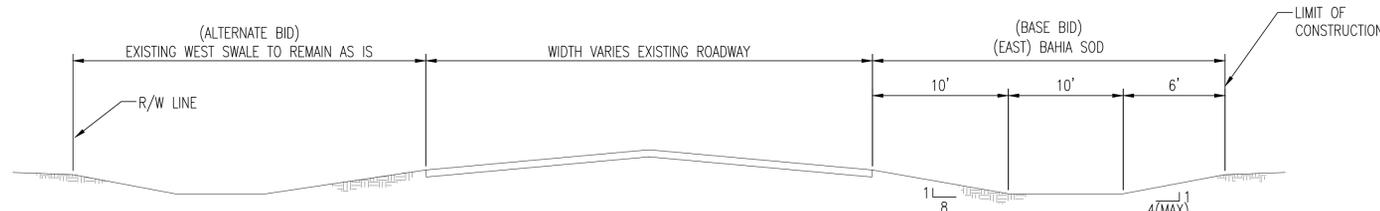
**SECTION O-O**

NO SCALE



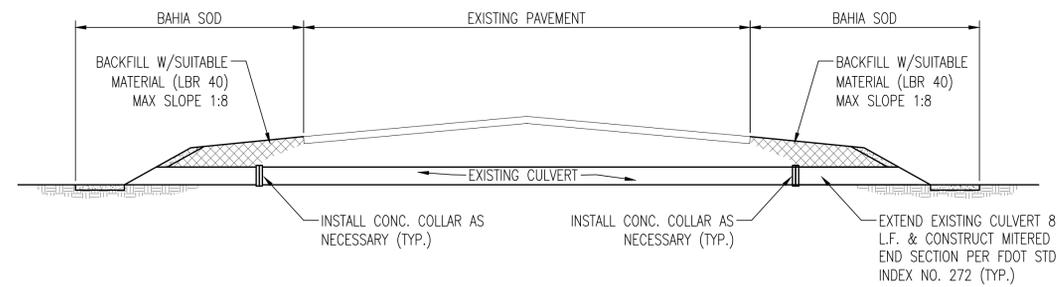
**SECTION P-P**

NO SCALE



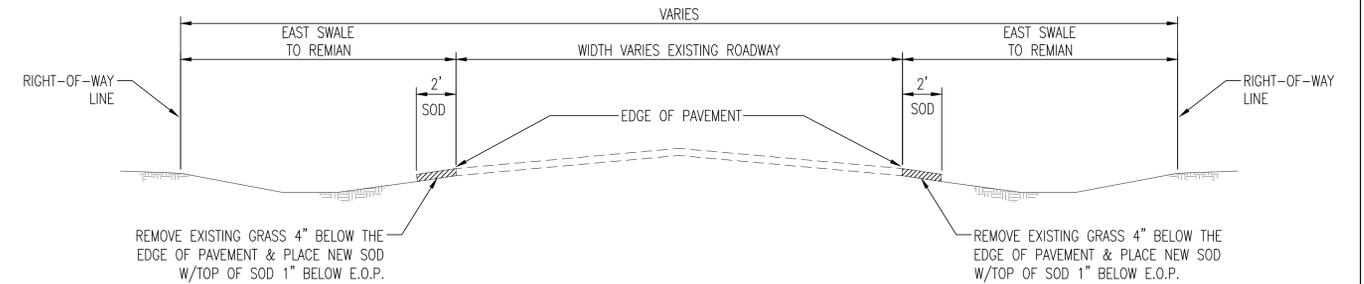
**SECTION Q-Q**

NO SCALE



**TYPICAL MITERED END SECTION**

NO SCALE



**TYPICAL EDGE OF PAVEMENT TREATMENT**

NO SCALE

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
1			KH				

SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 160th AVE  
SOUTHWEST RANCHES, FL. 33331

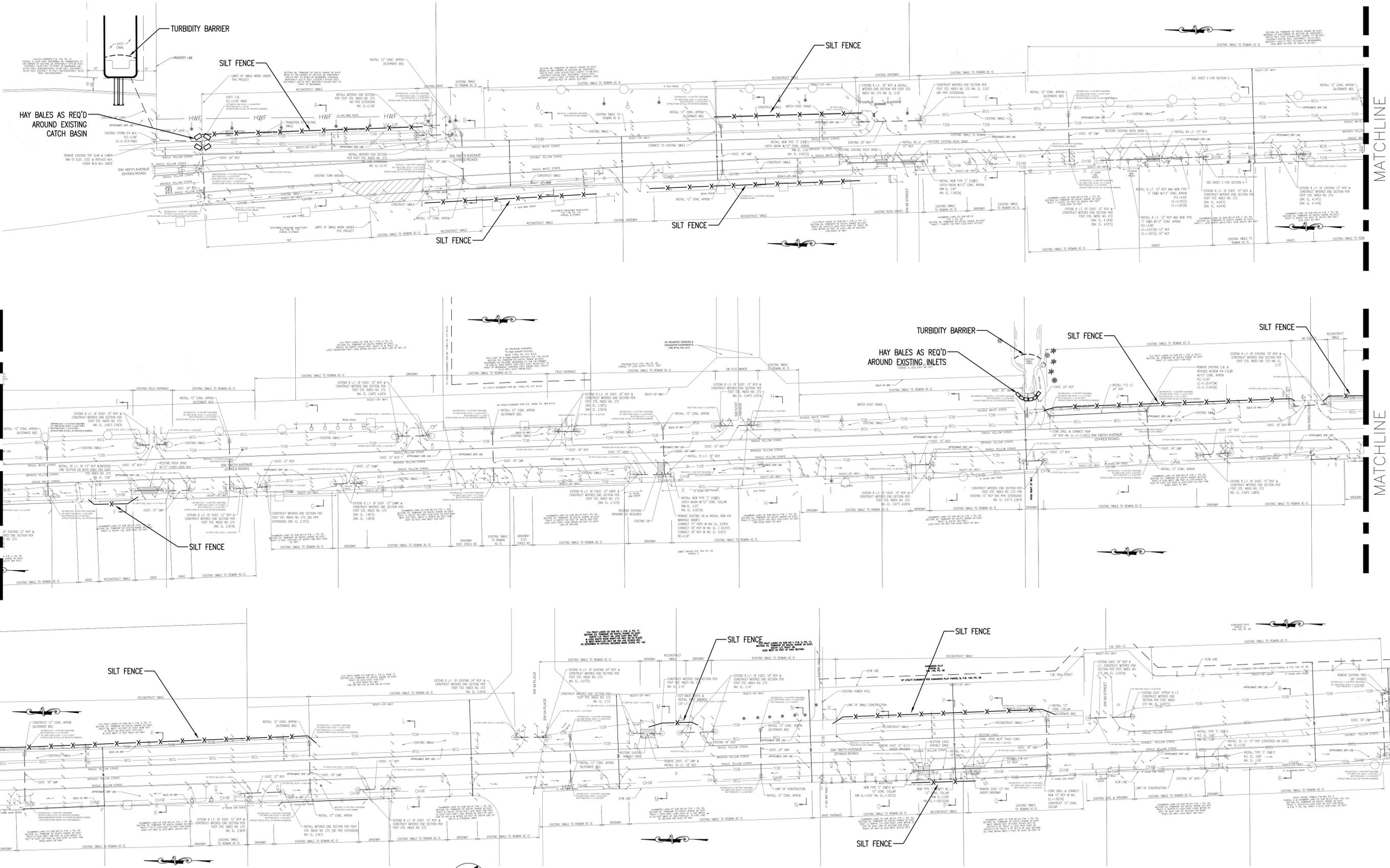
SECTIONS AND NOTES  
SOUTHWEST RANCHES, FLORIDA  
DYKES RD DRAINAGE IMPROVEMENT PLAN

DRAWN BY:  
J.K.S.  
APPROVED BY:  
K.M.H.  
DATE 1-4-2019

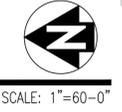


SCALE AS NOTED  
PROJECT No  
CAD FILE

SHEET  
9 OF 12



# EROSION CONTROL PLAN



SCALE: 1"=60'-0"

NOTE:  
 • INSTALL SILT FENCE ONLY AT AREAS OF SWALE RECONSTRUCTION

NO	DATE	REVISION	KH	NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
1											

SOUTH BROWARD DRAINAGE DISTRICT  
 6591 SW 160th AVE  
 SOUTHWEST RANCHES, FL. 33331

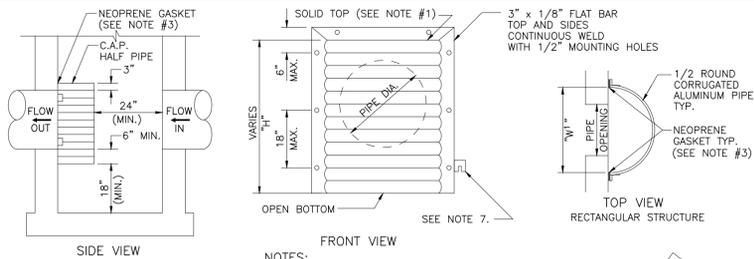
EROSION CONTROL PLAN  
 SOUTHWEST RANCHES, FLORIDA  
 DYKES RD DRAINAGE IMPROVEMENT PLAN

DRAWN BY:  
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SCALE: AS NOTED  
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SHEET  
 10 OF 12



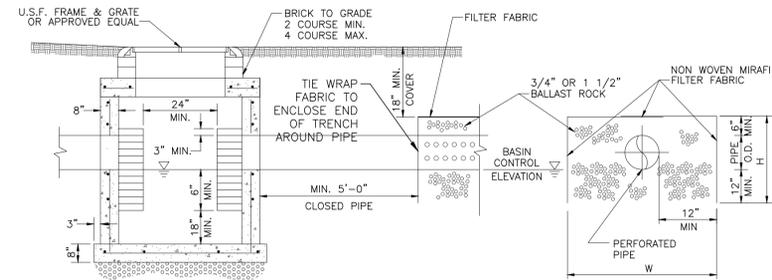
**NOTES:**

1. ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
2. NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 3") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
3. POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8"x4" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
4. ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXFILTRATION TRENCH DETAIL). THE BOTTOM OF THE BAFFLE SHALL BE A MIN. OF 12" BELOW C.W.E.
5. FIBERGLASS BAFFLES ARE NOT PERMITTED.
6. MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.
7. FOR POLLUTION RETARDANT BASINS THE BOTTOM ELEVATION OF THE BAFFLE MUST BE A MINIMUM OF 2' BELOW THE CONTROL WATER ELEVATION.

PIPE DIA.	W (IN)	W <sup>2</sup> (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

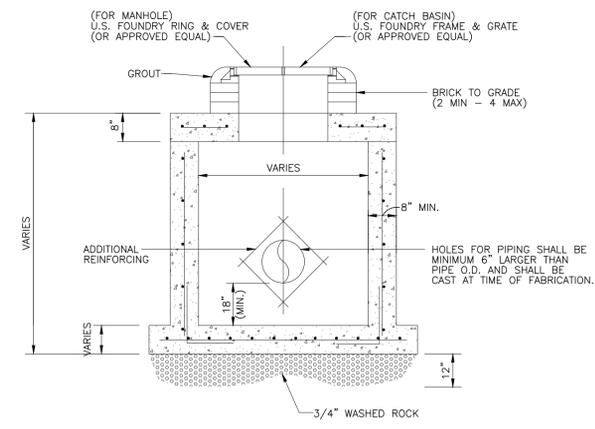
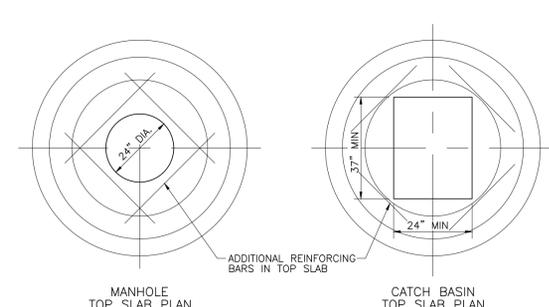
1. RECTANGULAR STRUCTURE  
2. ROUND STRUCTURE

**POLLUTION RETARDANT BAFFLE DETAIL**

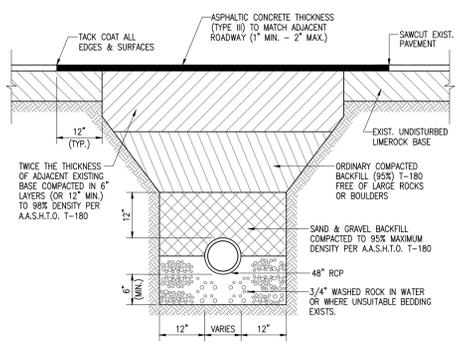


- NOTES:**
1. SIDES AND TOP OF TRENCH ONLY TO BE LINED WITH FILTER FABRIC. OVERLAP LINDER A MINIMUM OF 2' AT THE TOP OF THE TRENCH.
  2. BALLAST ROCK SHALL BE FROM FRESH WATER, WASHED AND FREE OF DELETERIOUS MATTER.
  3. ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE. (SEE POLLUTION RETARDANT BAFFLE DETAIL, EXHIBIT 28)
  4. GASKETS SHALL BE USED WITH RCP IN EXFILTRATION TRENCH.

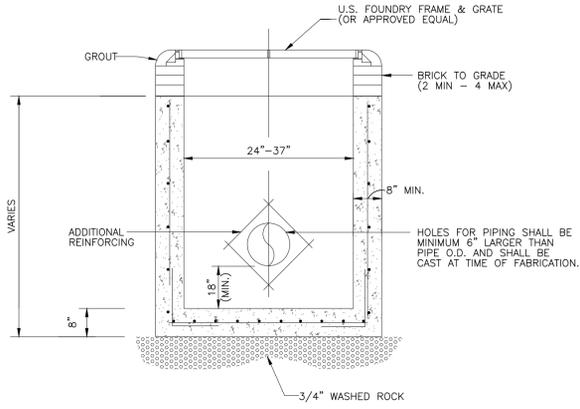
**EXFILTRATION TRENCH DETAIL**



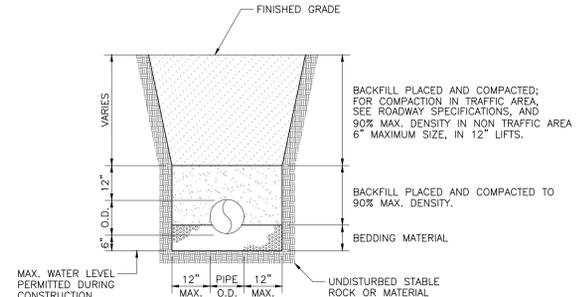
**PRECAST CATCH BASIN AND MANHOLE DETAIL**



**PAVEMENT RESTORATION DETAIL**

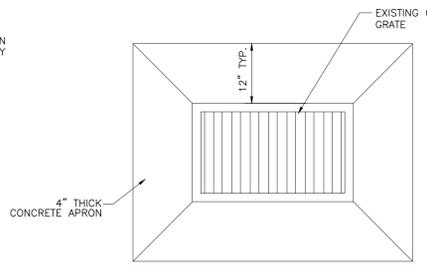


**TYPE "C" CATCH BASIN DETAIL**

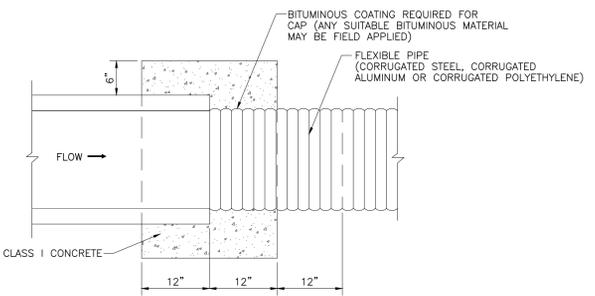


- NOTES:**
1. WHERE SOIL CONDITION CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED MEANS OF CONSTRUCTION.
  2. WHERE REQUIRED SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH THE LOCAL GOVERNMENTAL AGENCY.
  3. MUCK OR OTHER UNSUITABLE MATERIAL SHALL BE COMPLETELY REMOVED.
  4. WHEN THE PIPE IS LAID IN THE PREPARED TRENCH, TRUE TO LINE AND GRADE, THE PIPE BARREL SHALL RECEIVE CONTINUOUS UNIFORM SUPPORT. WHERE NECESSARY, COURSE SAND, PEA ROCK OR 3/4" LIMESTONE GRAVEL SHALL BE USED TO PROVIDE UNIFORM BEDDING.
  5. JOINTS MAY BE REQUIRED TO BE WRAPPED AT THE DISCRETION OF THE DISTRICT AND THE SITE CONDITIONS.
  6. BACKFILL MATERIAL SHALL BE NON-COHESIVE AND NON-PLASTIC SOIL THAT IS FREE OF ALL DEBRIS, LUMPS, WOOD BROKEN PAVING OR ANY ORGANIC OR UNSUITABLE MATERIAL. BACKFILL MATERIAL PLACED WITHIN 12" OF THE PIPE SHALL CONTAIN NO ROCKS OR STONES LARGER THAN 3-1/2" INCHES IN DIAMETER. NO ROCKS OR STONES LARGER THAN 6" IN DIAMETER WILL BE PERMITTED IN THE REMAINING BACKFILL UNLESS OTHERWISE SPECIFIED.
  7. TRENCH BACKFILL SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT OF THE MAXIMUM DRY DENSITY DETERMINED BY AASHTO T-180. BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE TO THE STANDARD ENGINEERING DESIGN REQUIRED BY THE LOCAL GOVERNMENTAL AGENCY.

**TRENCH EXCAVATION DETAIL**



**CONCRETE APRON DETAIL**



- NOTES:**
1. A CONCRETE JACKET SHALL NOT BE USED TO JOIN:
    - a) METAL PIPE OF DISSIMILAR MATERIALS.
    - b) FLEXIBLE PIPE WHEN THE MAXIMUM COVER REQUIRED IN ACCORDANCE WITH F.D.O.T. INDEX No. 205 CANNOT BE OBTAINED.
  2. OPTIONAL FOR LAKE OR CANAL OUTFALL.
  3. WHEN USED FOR LAKE OUTFALL, JACKET SHALL BE CENTERED 8' LANDWARD OF THE BASIN CONTROL ELEVATION.
- (PER FDOT INDEX 280)

**CONCRETE JACKET DETAIL**

**GENERAL NOTES**

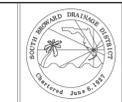
- THE FOLLOWING GENERAL NOTES ARE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT (SBDD). THEY ARE NOT MEANT TO BE ALL INCLUSIVE. IT IS THE ENGINEER'S RESPONSIBILITY TO ADD ANY NOTES WHICH WILL INFORM THE OWNER AND THE CONTRACTOR OF ANY ADDITIONAL REQUIREMENTS OF SBDD.
1. THE CONTRACTOR SHALL CONTACT 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.
    - SHORING 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, EXTRAORDINARY INSPECTIONS AND FINAL INSPECTIONS WILL BE SUBJECT TO ADDITIONAL FEE CHARGES BY SBDD.
  6. THE CONTRACTOR CONSTRUCTING OR EXCAVATING LAKES OR OTHER WATER BODIES SHALL EXERCISE 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.

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
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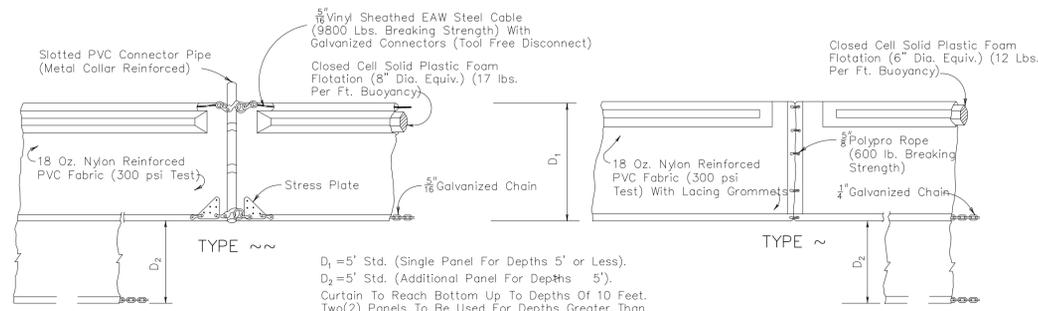
SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 160th AVE  
SOUTHWEST RANCHES, FL. 33331

PAVING AND DRAINAGE DETAILS  
SOUTHWEST RANCHES, FLORIDA  
DYKES RD DRAINAGE IMPROVEMENT PLAN

DRAWN BY:  
J.K.S.  
APPROVED BY:  
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DATE 1-4-2019



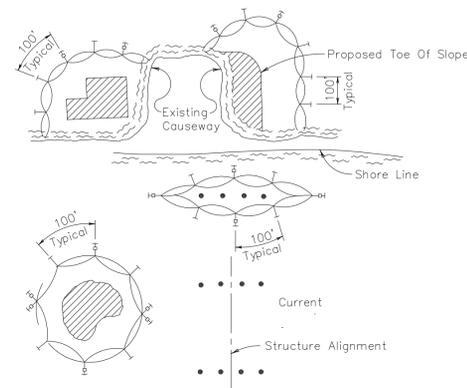
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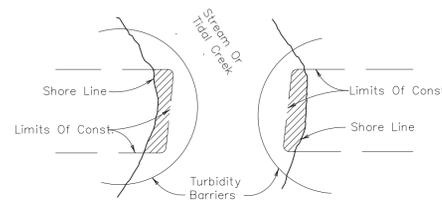
D<sub>1</sub> = 5' Std. (Single Panel For Depths 5' or Less).  
 D<sub>2</sub> = 5' Std. (Additional Panel For Depths 5').  
 Curtain To Reach Bottom Up To Depths Of 10 Feet.  
 Two(2) Panels To Be Used For Depths Greater Than  
 10 Feet Unless Special Depth Curtains Specifically Called  
 For In The Plans Or As Determined By The Engineer.

NOTICE: COMPONENTS OF TYPES ~ AND ~ MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES ~ AND ~ SHALL BE AS APPROVED BY THE ENGINEER.

### FLOATING TURBIDITY BARRIERS



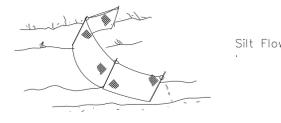
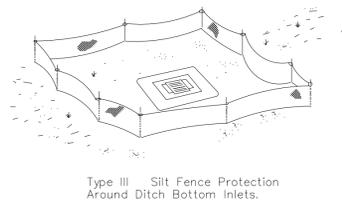
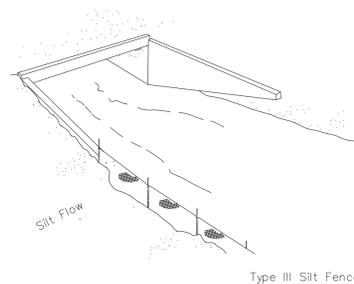
- LEGEND**
- Pile Locations
  - ▨ Dredge Or Fill Area
  - ⊙ Mooring Buoy w/Anchor
  - Anchor
  - Barrier Movement Due To Current Action



- 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.

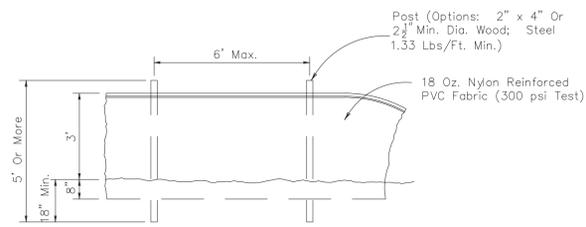
**Note:**  
 Turbidity barriers for flowing streams and tidal creeks may be either floating or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractors option unless otherwise specified 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



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.

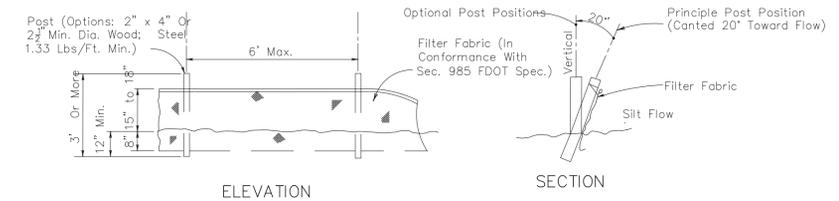
### SILT FENCE APPLICATIONS



### STAKED TURBIDITY BARRIER

**GENERAL NOTES**

1. 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.



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

### TYPE III SILT FENCE

NO	DATE	REVISION	BY	NO	DATE	REVISION	BY
1			KH				

SOUTH BROWARD DRAINAGE DISTRICT  
 6591 SW 160th AVE  
 SOUTHWEST RANCHES, FL. 33331

**EROSION CONTROL DETAILS**  
 SOUTHWEST RANCHES, FLORIDA  
 DYKES RD DRAINAGE IMPROVEMENT PLAN

DRAWN BY:  
 J.K.S.  
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 K.M.H.  
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 CAD FILE

SHEET  
 12 OF 12

**EXHIBIT “D”**

Measurement & Payment / Item Notes for: Work Element 1-3-4-5

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**WORK ELEMENT 1, 3, 4, & 5**  
**(1) MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.01 EXPLANATION AND DEFINITIONS**

The following explanation of the Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as part of the Contract.

**1.02 PAYMENT**

- A. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed. Such work shall include, but is not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, and all other appurtenances to complete the construction and installation of the work, to the configuration and extent as shown on the drawings, and described in the specifications.
- B. It is intended that all mobilization, insurance, bond, license and other miscellaneous administrative costs, and all other costs to the Contractor not specifically identified in the following item description be distributed among and included in the prices stated. No additional payment shall be made for transportation, communications, office maintenance, project signs, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the Engineer for a period in excess of three months and through no fault to the Contractor.
- C. All required manufacturer testing and certification should be included in the prices shown in the Proposal and Contract. Density testing required for compacted backfilling, and concrete strength and materials testing required at the time of construction shall be included in the Testing Lab Allowance in the Proposal.

**1.03 CONSTRUCTION SURVEYING/STAKE OUT/ AS-BUILT**

- A. After completion of construction, the contractor shall provide two (2) sets of "As-Built" drawings with all the "As-Built" information; all locations, coordinates, dimensions and elevations of the constructed facilities, certified, signed and sealed by a Land Surveyor registered in the State of Florida. All elevations shall refer to NAVD 88 (North American Vertical Datum of 1988) and all state plane coordinates shall be the North American Horizontal Datum of 1983 with the 2011 adjustment applied (83/NSRS11), transverse Mercator, Florida East Zone. The cost of such field layout and recording work shall be the responsibility of the contractor. The "As-Built" utility information shall meet the requirements of the Town of Southwest Ranches.

## PART 2 - MATERIALS

*Not Used*

## PART 3 - EXECUTION

### **BASE BID** **GENERAL**

#### 3.01 MOBILIZATION - Bid Item No. 1

- A. Payment for mobilization shall include compensation for all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. Payment shall include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.
- B. Payment for mobilization shall be made at 50% of the lump sum price for the first two payments.
- C. Mobilization cost shall not exceed 10% of total lump sum bid.

#### 3.02 MAINTENANCE OF TRAFFIC - Bid Item No. 2

- A. The quantity of traffic control to be considered for payment shall be equivalent to the percentage of the project determined by the Engineer to be complete as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
- B. Payment for traffic control shall be made on the basis of a percentage (as determined in 'A' above) of the Lump Sum Price. The contract price shall include compensation for required labor, materials, and equipment necessary to provide traffic control in accordance with approved Maintenance of Traffic Plans, including temporary pavement markings.

#### 3.03 TESTING - Bid Item No. 3

- A. The quantity of Testing to be considered for payment shall be equivalent to the percentage of the project determined by the Engineer to be complete as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
- B. Payment for testing shall be made on the basis of a percentage (as determined in 'A' above) of the Lump Sum Price. The contract price shall include compensation for required labor,

materials, and equipment necessary to provide the required testing.

3.04 NPDES BEST MANAGEMENT PRACTICES (BMP) - Bid Item No. 4

- A. Payment for furnishing and installing NPDES Best Management Practices (BMPs) (including synthetic bales, silt fences and turbidity barriers) shall be made at the contract price installed and accepted.
- B. The contract price shall be full compensation for all labor, materials, and equipment necessary to install the synthetic bales and silt fence, including replacement and maintenance throughout the duration of the project, in accordance with the plans and specifications or as directed by Engineer.
- C. Contractor shall take all necessary precautions and preventive measures to prevent the release of unconfined particulate matter from the site as well as individual operations on-site.

**BASE BID**

**TOWN OF SOUTHWEST RANCHES FDEP DRAINAGE IMPROVEMENTS**

3.05 FURNISH AND INSTALL TREE PROTECTION FENCING- Bid Item No.5

- A. Payment for furnishing and installing tree protection fencing shall be made at the contract price per linear feet installed and accepted as a percentage complete.
- B. Payment for the tree protection fencing shall be made at the contractor's price of tree protection fencing furnished, installed and accepted as a percentage complete. The contract price shall include compensation for all labor, equipment, and materials required to complete the work.

3.06 FURNISH AND INSTALL 18" RCP DRAINAGE PIPE- Bid Item No. 6

- A. Payment for furnishing and installing 18" RCP Drainage Pipe shall be made at the contract price per each linear feet installed and accepted as a percentage complete.
- B. Payment for the 18" RCP Drainage Pipe shall be made at the contractor's price of 18" RCP Drainage pipe furnished, installed and accepted as a percentage complete. The contract price shall include compensation for all labor, equipment, and materials required to complete the work.

3.07 FURNISH AND INSTALL 24" RCP DRAINAGE PIPE- Bid Item No. 7

- A. Payment for furnishing and installing 24" RCP Drainage Pipe shall be made at the contract price per linear feet installed and accepted as a percentage complete.
- B. Payment for the 24" RCP Drainage Pipe shall be made at the contractor's price of 24" RCP Drainage pipe furnished, installed and accepted as a percentage complete. The contract price shall include compensation for all labor, equipment, and materials required to complete the work.

- 3.08 FURNISH AND INSTALL DITCH BOTTOM INLET “TYPE C” - Bid Item No. 8
- A. Payment for furnishing and installing Ditch Bottom Inlet “Type C” shall be made at the contract price per each unit installed and accepted as a percentage complete.
  - B. The contract price shall be full compensation for all labor, materials, and equipment necessary to install each Ditch Bottom Inlet “Type C” in accordance with the plans and specifications.
- 3.09 FURNISH AND INSTALL DITCH BOTTOM INLET “TYPE D” WORK ELEMENT#3  
Bid Item No. 9
- A. Payment for furnishing and installing Ditch Bottom Inlet “Type D” shall be made at the contract price per each unit installed and accepted as a percentage complete.
  - B. The contract price shall be full compensation for all labor, materials, and equipment necessary to install each Ditch Bottom Inlet “Type D” in accordance with the plans and specifications.
- 3.10 FURNISH AND INSTALL DITCH BOTTOM INLET “TYPE F” WORK ELEMENT #4  
Bid Item No. 10
- A. Payment for furnishing and installing Ditch Bottom Inlet “Type F” shall be made at the contract price per each unit installed and accepted as a percentage complete.
  - B. The contract price shall be full compensation for all labor, materials, and equipment necessary to install each Ditch Bottom Inlet “Type F” in accordance with the plans and specifications.
- 3.11 FURNISH AND INSTALL HEADWALL, PER FDOT “INDEX NO.250” - Bid Item No. 11
- A. Payment for furnishing and installing headwall, per FDOT index No. 250 shall be made at the contract price per each unit installed and accepted as a percentage complete.
  - B. The contract price shall be full compensation for all labor, materials, and equipment necessary to furnish and install each headwall, per FDOT index No. 250 in accordance with the plans and specifications.
- 3.12 REBUILD CONCRETE RIP-RAP HEADWALL PER CBWCD WORK ELEMENT #1  
Bid Item No. 12
- A. Payment for furnishing and installing concrete Rip-Rap headwall, per CBWCD shall be made at the contract price installed and accepted.
  - B. The contract price shall be full compensation for all labor, materials, and equipment necessary to Furnish and install concrete Rip-Rap headwall, per CBWCD in accordance with the plans and specifications.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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- 3.13 CORE DRILL PROPOSED INVERT INTO EXIST. DRAINAGE STRUCTURE Bid Item No. 13
- A. Payment to core drill proposed invert into exist. drainage structure shall be made at the contract price per each unit installed and accepted as a percentage complete.
  - B. The contract price shall be full compensation for all labor, materials, and equipment necessary to core drill each proposed invert into exist. drainage structure in accordance with the plans and specifications.
- 3.14 CLEAN AND CLEAR 36" CULVERT WORK ELEMENT #1- Bid Item No. 14
- A. Payment for cleaning and clearing the 36" culvert shall be made at the contract price installed and accepted.
  - B. The contract price shall be full compensation for all labor, materials, and equipment necessary for cleaning and clearing the 36" culvert in accordance with the plans and specifications.
- 3.15 PAVEMENT RESTORATION - Bid Item No. 15
- A. Payment for reworking existing asphalt to provide existing grades shall be made at the Contractor's price for asphalt that is installed and accepted.
  - B. The Contract Price shall include compensation for labor, materials, and equipment required to eradicate, mix, mill, resurface and overbuild of asphalt, base and/or subgrade, including hauling and disposal, in accordance with the specifications and plans.
- 3.16 FURNISH AND INSTALL GRAVEL DRIVEWAY - Bid Item No. 16
- A. Payment for furnishing and installing gravel driveway shall be made at the contract price per Cubic Yard installed and accepted as a percentage complete.
  - B. Payment for furnishing and installing gravel driveway shall be made at the contractor's price of furnishing and installing gravel driveway furnished, installed and accepted as a percentage complete. The contract price shall include compensation for all labor, equipment, and materials required to complete the work.
- 3.17 EXCAVATE PROPOSED SWALE IN ACCORDANCE WITH CONTRACT PLANS - Bid Item No. 17
- A. Payment for excavating proposed swale in accordance with contract plans shall be made at the contract price per squared yard installed and accepted as a percentage complete.
  - B. Payment for excavating proposed swale in accordance with contract plans shall be made at the contractor's price of excavating proposed swale in accordance with contract plans furnished, installed and accepted as a percentage complete. The contract price shall include compensation for all labor, equipment, and materials required to complete the work.

3.18 FURNISH AND INSTALL GRASS SOD, BAHIA. - Bid Item No. 18

- A. The quantity of sod placed to match existing grades shall be determined by a visual inspection of the units installed and accepted as a percentage of the total area of sodding required for the project.
- B. Payment for sodding to match existing grades shall be made at the contractor's price for sodding furnished, installed and accepted. The contract price shall include compensation for all labor, equipment, and materials required to complete the work.

3.19 FURNISH AND INSTALL 6" PAVEMENT MARKINGS YELLOW - Bid Item No. 19

- A. Payment for furnishing and installing 6" pavement markings yellow shall be made at the contract price per linear feet installed and accepted as a percentage complete.
- B. Payment for furnishing and installing 6" pavement markings yellow shall be made at the contractor's price of furnishing and installing 6" pavement markings yellow furnished, installed and accepted as a percentage complete. The contract price shall include compensation for all labor, equipment, and materials required to complete the work.

3.20 FURNISH AND INSTALL 24" THERMOPLASTIC STOP BAR - Bid Item No. 20

- A. Payment for furnishing and installing 24" thermoplastic stop bar shall be made at the contract price per linear feet installed and accepted as a percentage complete.
- C. Payment for furnishing and installing 24" thermoplastic stop bar shall be made at the contractor's price of furnishing and installing 24" thermoplastic stop bar furnished, installed and accepted as a percentage complete. The contract price shall include compensation for all labor, equipment, and materials required to complete the work.

**END OF SECTION**

**EXHIBIT “E”**

Item Notes for Work Element 2

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**WORK ELEMENT 2**  
**DYKES ROAD GRADING AND DRAINAGE IMPROVEMENTS**  
**SOUTHWEST RANCHES, FL**



**DECEMBER 2018**

**WORK ELEMENT 2**

**ITEM NOTES**

**GENERAL**

All Items listed in the Bid Proposal Form shall be considered as sufficient to complete the work in accordance with the plans and specifications. Any portion of the work not listed in the Bid Proposal Form shall be deemed to be a part of the item which it is associated with and shall be included in the cost of the unit shown on the Bid Proposal Form and the total lump sum price for the project. Payment for the units shown on the Bid Proposal Form shall be considered to include the furnishing of all labor, equipment, materials and testing necessary to complete the work in place.

The contract for this project is a lump sum contract. Unit prices shall be used for the purposes of bid evaluation, progress payments and to determine the cost of change orders resulting from changes to the design.

The Bidder/Contractor is responsible to verify all quantities listed in the Bid Proposal Form. The field measurement of quantities will not affect the lump sum contract price.

**BASE BID ITEMS (PHASE I)**

**ITEM 1 – GENERAL CONDITIONS**

The work covered by this item shall include, but not be limited to, pre-development costs; overhead costs; testing; vehicles; bonds; insurance; licenses; permit compliance; staffing; compliance with safety requirements; first aid; scheduling; QA/QC; communications; material delivery costs; rentals; and administrative costs. This item shall also include the Contractor's responsibility to submit for and to obtain a construction permit from the Town of Southwest Ranches.

**ITEM 2 – MOBILIZATION**

The work covered by this item shall include, but not be limited to, the mobilization of Contractor's personnel, equipment and supplies to the project site; the establishment of the Contractor's staging area, temporary facilities, grading, securing, and restoration of staging area; pre-work inspection and documentation; and all other costs incurred for activities which must be performed prior to beginning the work under this contract; and the removal of the Contractor's equipment, supplies, excess materials, and cleanup of the construction site, as needed to complete the work. The staging area for this project shall be limited to the public right-of-way of Dykes Road and the area of the Calussa Corners property as designated by the Town of SW Ranches. No existing traffic patterns, roadways, or driveway access shall be impacted by the Contractor's staging area.

**ITEM 3 – CUT BACK EXISTING ROOTS AND INSTALL ROOT BARRIER**

The work covered by this item shall include, but not be limited to, the cutting, removal and disposal of the existing tree roots and the complete installation of a root barrier in accordance with the contract documents.

**ITEM 4 – REMOVE EXISTING 12" CORRUGATED ALUMINUM PIPE (CAMP)**

The work covered by this item shall include the removal and disposal of the existing 12" CMP in accordance with the contract documents.

**ITEM 5 – REMOVE EXISTING STRUCTURE AND INSTALL 4’ DIAMETER CATCH BASIN, INCLUDING ALL CONNECTIONS**

The work covered by this item shall include the removal and disposal of the existing catch basin and the complete, in-place installation of the 4-foot diameter catch basin in accordance with contract documents including, but not limited to, materials, equipment, shop drawings, pre-casting, frame and cover, reconnection of existing 18” CMP to the new structure, concrete collar/top slab, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, leveling, grouting, brick, mud work, testing, inspections, and as-builts as needed to complete the work. The cover for the structure shall have an 8” thick concrete top slab and the Frame and Grate for the drainage structure shall be a USF 4155-6210, or approved equal with a standard H-20 load grate. This item shall include the complete connections of all existing and new drainage pipes to the 4-foot diameter catch basin, and in addition, a 12” wide concrete apron shall be constructed around the structure.

**ITEM 6 – LOWER EXISTING STRUCTURE & REPLACE COVER ON EXISTING MANHOLE**

The work covered by this item shall include the lowering of the existing manhole structure and the replacement of the existing cover with a new round grate in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, frame and cover, saw cutting of the existing structure, concrete, removal and replacement of the collar/top slab, brick, mud work, surveying, protection of existing drainage lines, leveling, grouting, testing, inspections, restoration, and as-builts, as needed to complete the work. The new grate for the structure shall be a USF 5640, or approved equal.

**ITEM 7 – INSTALL 24” RCP**

The work covered by this item shall include the complete, in-place installation of the 24” Reinforced Concrete Pipe (RCP) in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, backfill, grading, compaction, testing, lamping, and restoration, as needed to complete the work. In addition, this item shall include the submittal of as-builts of the 24” RCP to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 8 – INSTALL 18” RCP**

The work covered by this item shall include the complete, in-place installation of the 18” Reinforced Concrete Pipe (RCP) in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, backfill, grading, compaction, testing, lamping, and restoration, as needed to complete the work. In addition, this item shall include the submittal of as-builts of the 18” RCP to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 9 – EXTEND EXISTING 15” RCP 8 LF AND CONSTRUCT MITERED END SECTION**

The work covered by this item shall include the extension of the existing 15” RCP 8 lineal feet and installation of a Mitered End Section per FDOT Standard Index No. 272 in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying,

excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, concrete collar (if required), backfill, grading, compaction, forming, concrete, testing, lamping, and complete restoration, as needed to complete the work. If required, the connection of the new RCP to the existing RCP shall include a concrete collar. The Contractor shall protect the adjacent roadway/driveway and shall not impede the ingress/egress across the roadway/driveway. Any required repair or restoration to the adjacent roadway/driveway shall be included in this pay item. In addition, this item shall include the submittal of as-builts of the 15” RCP and mitered end section to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 10 – EXTEND EXISTING 24” RCP 8 LF AND CONSTRUCT MITERED END SECTION**

The work covered by this item shall include the extension of the existing 24” RCP 8 lineal feet and installation of a Mitered End Section per FDOT Standard Index No. 272 in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, concrete collar (if required), backfill, grading, compaction, forming, concrete, testing, lamping, and complete restoration, as needed to complete the work. If required, the connection of the new RCP to the existing RCP shall include a concrete collar. The Contractor shall protect the adjacent roadway/driveway and shall not impede the ingress/egress across the roadway/driveway. Any required repair or restoration to the adjacent roadway/driveway shall be included in this pay item. In addition, this item shall include the submittal of as-builts of the 24” RCP and mitered end section to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 11 – INSTALL MITERED END SECTION WITH NO PIPE EXTENSION**

The work covered by this item shall include the installation of a Mitered End Section per FDOT Standard Index No. 272 in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, protection of existing utilities/irrigation lines, backfill, grading, compaction, forming, concrete, testing, lamping, and complete restoration, as needed to complete the work. The Contractor shall protect the adjacent roadway/driveway and shall not impede the ingress/egress across the roadway/driveway. Any required repair or restoration to the adjacent roadway/driveway shall be included in this pay item. In addition, this item shall include the submittal of as-builts of the existing pipe and mitered end section to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 12 – CORE DRILL AND CONNECT 24” RCP TO EXISTING CATCH BASIN**

The work covered by this item shall include the core drill of the existing drainage structure and complete connection of the 24” Reinforced Concrete Pipe (RCP) in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, backfill, grading, compaction, testing, lamping, and restoration, as needed to complete the work. In addition, this item shall include the submittal of as-builts of the existing drainage structure and 24” RCP to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 13 – RECONSTRUCT ROADSIDE SWALE**

The work covered by this item shall include the complete, in-place re-construction of the roadside swale along Dykes Road in accordance with the contract documents including, but not limited to materials, equipment, surveying, excavation, grading, sloping, compaction, sod, and temporary watering as needed to complete the work. Refer to the construction plans for the limits of the swale work along Dykes Road.

**ITEM 14 – REMOVE 2’ OF EXISTING GRASS ALONG THE EDGE-OF-PAVEMENT**

The work covered by this item shall include the removal and disposal of a 2-foot strip of existing grass along the edge-of-pavement of Dykes Road in accordance with the contract documents including, but not limited to materials, equipment, surveying, excavation, grading, sloping, compaction, sod, and temporary watering as needed to complete the work. The removal of the 2-foot strip of grass shall be completed along the entire length of the project (both northbound and southbound lanes), except for those areas where the existing swale is being re-constructed or where there is an existing roadway or driveway. The existing grass shall be removed to a depth of 4” below the existing edge-of-pavement and the Contractor shall install new Bahia sod with the top of the sod being placed 2” below the existing edge-of-pavement.

**ITEM 15 – RESTORE EXISTING ASPHALT DRIVE**

The work covered by this item shall include the complete restoration of the asphalt drives in accordance with the contract documents including, but not limited to materials, equipment, surveying, excavation, fill, grading, sloping, compaction, inspections, testing, sod, and temporary watering as needed to complete the work. The asphalt drive shall be restored with 8” limerock base material (LBR 100), compacted to 98% of the maximum dry density per AASHTO T-180 and 1” asphalt. The following density tests shall be required: a total of one (1) tests per lift (single lift) for the fill material for each driveway. In addition, this item shall include the submittal of as-builts of the asphalt drive to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 16 – RESTORATION**

The work covered by this item shall include the complete restoration of the project limits in accordance with the contract documents including, but not limited to, materials, equipment, surveying, backfill, disposal of excess materials, top soil, grading, compaction, sod, and temporary watering as needed to complete the work. This work item shall also include the complete restoration of any driveways, roadways, fences or landscape features impacted by the Contractor’s work. The restoration work covered under this Bid Item is above and beyond the restoration work that may be included under any other individual Bid Item.

**ITEM 17 - EROSION/POLLUTION CONTROL**

- A. The work covered by this item shall include, but not be limited, to all actions, installations, precautions and measures necessary to comply with all applicable government regulations

related to the erosion of soil or vegetation or impacts on the water quality of any body of water.

- B. This item shall include all costs and measures necessary to comply with all dewatering regulations.
- C. This item shall include sweeping and otherwise cleaning the haul routes including dust control.
- D. The Contractor shall utilize, as appropriate, silt fences, turbidity barriers, best management practices and other necessary measures to control erosion as specified in Florida Department of Transportation Standard Index Nos. 102 and 103.

#### ITEM 18 – MAINTENANCE OF TRAFFIC

The work covered by these items shall include, but not be limited to the preparation, set-up, and implementation of a Maintenance of Traffic Plan, as applicable. This shall apply to any proposed lane closures as required to perform and complete the work.

The Contractor shall be required to submit a Maintenance of Traffic (MOT) Plan to SBDD, Broward County Traffic Engineering Division (BCTED) and the Town of Southwest Ranches for approval, prior to starting the work, as applicable.

This item shall include any flag persons, signage, barricades, barriers or other provisions that are required to meet the requirements for the MOT. If necessary, the Contractor shall employ the services of a registered professional engineer to prepare the MOT Plan and/or assist in the Contractor in the implementing the MOT Plan.

#### **ALTERNATE BID NO. 1 ITEMS (CONCRETE APRONS IN EAST SWALE AREA)**

##### ITEM 1 – INSTALL 12” CONCRETE APRON AROUND EXISTING CATCH BASIN

The work covered by this item shall include the installation of a 12” concrete apron around the existing catch basins located in the East Swale in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, protection of existing utilities/irrigation lines, backfill, grading, compaction, forming, concrete, testing, and complete restoration, as needed to complete the work. In addition, this item shall include the submittal of as-builts of the existing catch basin and connecting pipe to the Owner and to SBDD in accordance with SBDD criteria.

#### **ALTERNATE BID NO. 2 ITEMS (WEST SWALE AREA)**

##### ITEM 1 – GENERAL CONDITIONS

The work covered by this item shall include, but not be limited to, pre-development costs; overhead costs; vehicles; bonds; insurance; licenses; permit compliance; staffing; compliance with safety requirements; first aid; scheduling; QA/QC; communications; material delivery costs; rentals; and administrative costs. This item shall also include the Contractor’s responsibility to submit for and to obtain a construction permit from the Town of Southwest Ranches.

**ITEM 2 – MOBILIZATION**

The work covered by this item shall include, but not be limited to, the mobilization of Contractor's personnel, equipment and supplies to the project site; the establishment of the Contractor's staging area, temporary facilities, grading, securing, and restoration of staging area; pre-work inspection and documentation; and all other costs incurred for activities which must be performed prior to beginning the work under this contract; and the removal of the Contractor's equipment, supplies, excess materials, and cleanup of the construction site, as needed to complete the work. The staging area for this project shall be limited to the public right-of-way of Dykes Road and the area of the Calussa Corners property as designated by the Town of SW Ranches. No existing traffic patterns, roadways, or driveway access shall be impacted by the Contractor's staging area.

**ITEM 3 – REMOVE EXISTING 12" REINFORCED CONCRETE PIPE (RCP)**

The work covered by this item shall include the removal and disposal of the existing 12" RCP in accordance with the contract documents.

**ITEM 4 – REMOVE EXISTING 15" PVC PIPE**

The work covered by this item shall include the removal and disposal of the existing 15" PVC in accordance with the contract documents.

**ITEM 5 – INSTALL TYPE "C" CATCH BASIN**

The work covered by this item shall include the complete, in-place installation of the Type "C" Catch Basin in accordance with contract documents including, but not limited to, materials, equipment, shop drawings, pre-casting, frame and grate, concrete collar, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, leveling, grouting, brick, mud work, testing, inspections, and as-builts as needed to complete the work. The Frame and Grate for the drainage structures shall be a USF 4160-6209, or approved equal with a standard H-20 load grate. In addition, a 12" wide concrete apron shall be constructed around the structure.

**ITEM 6 – REMOVE EXISTING STRUCTURE AND INSTALL 4' DIAMETER CATCH BASIN, INCLUDING ALL CONNECTIONS**

The work covered by this item shall include the removal and disposal of the existing catch basin and the complete, in-place installation of the 4-foot diameter catch basin in accordance with contract documents including, but not limited to, materials, equipment, shop drawings, pre-casting, frame and cover, reconnection of existing 18" CMP to the new structure, concrete collar/top slab, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, leveling, grouting, brick, mud work, testing, inspections, and as-builts as needed to complete the work. The cover for the structure shall have an 8" thick concrete top slab and the Frame

and Grate for the drainage structure shall be a USF 4155-6210, or approved equal with a standard H-20 load grate. This item shall include the complete connections of all existing and new drainage pipes to the 4-foot diameter catch basin, and in addition, a 12" wide concrete apron shall be constructed around the structure.

**ITEM 15 – INSTALL 18" RCP**

The work covered by this item shall include the complete, in-place installation of the 18" Reinforced Concrete Pipe (RCP) in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, backfill, grading, compaction, testing, lamping, and restoration, as needed to complete the work. In addition, this item shall include the submittal of as-builts of the 18" RCP to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 16 – INSTALL 15" RCP**

The work covered by this item shall include the complete, in-place installation of the 15" Reinforced Concrete Pipe (RCP) in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, backfill, grading, compaction, testing, lamping, and restoration, as needed to complete the work. In addition, this item shall include the submittal of as-builts of the 15" RCP to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 17 – INSTALL 12" RCP**

The work covered by this item shall include the complete, in-place installation of the 12" Reinforced Concrete Pipe (RCP) in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, backfill, grading, compaction, testing, lamping, and restoration, as needed to complete the work. In addition, this item shall include the submittal of as-builts of the 15" RCP to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 18 – EXTEND EXISTING 12" RCP 8 LF AND CONSTRUCT MITERED END SECTION**

The work covered by this item shall include the extension of the existing 12" RCP 8 lineal feet and installation of a Mitered End Section per FDOT Standard Index No. 272 in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, concrete collar (if required), backfill, grading, compaction, forming, concrete, testing, lamping, and complete restoration, as needed to complete the work. If required, the connection of the new RCP to the existing RCP shall include a concrete collar. The Contractor shall protect the adjacent roadway/driveway and shall not impede the ingress/egress across the roadway/driveway. Any required repair or restoration to the adjacent roadway/driveway shall be included in this pay item. In addition, this item shall include the submittal of as-builts of the 12" RCP and mitered end section to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 19 – EXTEND EXISTING 12” CAMP 8 LF AND CONSTRUCT MITERED END SECTION**

The work covered by this item shall include the extension of the existing 12” Corrugated Aluminum Metal Pipe (CAMP) 8 lineal feet and installation of a Mitered End Section per FDOT Standard Index No. 272 in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, concrete collar (if required), backfill, grading, compaction, forming, concrete, testing, lamping, and complete restoration, as needed to complete the work. If required, the connection of the new CAMP to the existing CAMP shall include a concrete collar. The Contractor shall protect the adjacent roadway/driveway and shall not impede the ingress/egress across the roadway/driveway. Any required repair or restoration to the adjacent roadway/driveway shall be included in this pay item. In addition, this item shall include the submittal of as-builts of the 12” CAMP and mitered end section to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 20 – EXTEND EXISTING 15” RCP 8 LF AND CONSTRUCT MITERED END SECTION**

The work covered by this item shall include the extension of the existing 15” RCP 8 lineal feet and installation of a Mitered End Section per FDOT Standard Index No. 272 in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, concrete collar (if required), backfill, grading, compaction, forming, concrete, testing, lamping, and complete restoration, as needed to complete the work. If required, the connection of the new RCP to the existing RCP shall include a concrete collar. The Contractor shall protect the adjacent roadway/driveway and shall not impede the ingress/egress across the roadway/driveway. Any required repair or restoration to the adjacent roadway/driveway shall be included in this pay item. In addition, this item shall include the submittal of as-builts of the 15” RCP and mitered end section to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 21 – EXTEND EXISTING 15” HDPE 8 LF AND CONSTRUCT MITERED END SECTION**

The work covered by this item shall include the extension of the existing 15” High Density Polyethylene (HDPE) pipe 8 lineal feet and installation of a Mitered End Section per FDOT Standard Index No. 272 in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, concrete collar (if required), backfill, grading, compaction, forming, concrete, testing, lamping, and complete restoration, as needed to complete the work. If required, the connection of the new HDPE to the existing HDPE shall include a concrete collar. The Contractor shall protect the adjacent roadway/driveway and shall not impede the ingress/egress across the roadway/driveway. Any required repair or restoration to the adjacent roadway/driveway shall be included in this pay item. In addition, this item shall include the submittal of as-builts of the 15” HDPE and mitered end section to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 14 – INSTALL MITERED END SECTION WITH NO PIPE EXTENSION**

The work covered by this item shall include the installation of a Mitered End Section per FDOT Standard Index No. 272 in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, protection of existing utilities/irrigation lines, backfill, grading, compaction, forming, concrete, testing, lamping, and complete restoration, as needed to complete the work. The Contractor shall protect the adjacent roadway/driveway and shall not impede the ingress/egress across the roadway/driveway. Any required repair or restoration to the adjacent roadway/driveway shall be included in this pay item. In addition, this item shall include the submittal of as-builts of the existing pipe and mitered end section to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 15 – INSTALL 12” CONCRETE APRON AROUND EXISTING CATCH BASIN**

The work covered by this item shall include the installation of a 12” concrete apron around the existing catch basins in the West Swale area in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, protection of existing utilities/irrigation lines, backfill, grading, compaction, forming, concrete, testing, and complete restoration, as needed to complete the work. In addition, this item shall include the submittal of as-builts of the existing catch basin and connecting pipe to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 16 – CORE DRILL AND CONNECT 15” RCP TO EXISTING CATCH BASIN**

The work covered by this item shall include the core drill of the existing drainage structure and complete connection of the 15” Reinforced Concrete Pipe (RCP) in accordance with the contract documents including, but not limited to, materials, equipment, shop drawings, surveying, excavation, dewatering, trench stabilization, protection of existing utilities/irrigation lines, bedding, backfill, grading, compaction, testing, lamping, and restoration, as needed to complete the work. In addition, this item shall include the submittal of as-builts of the existing drainage structure and 24” RCP to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 17 – RECONSTRUCT ROADSIDE SWALE**

The work covered by this item shall include the complete, in-place re-construction of the roadside swale along Dykes Road in accordance with the contract documents including, but not limited to materials, equipment, surveying, excavation, grading, sloping, compaction, sod, and temporary watering as needed to complete the work. Refer to the construction plans for the limits of the swale work along Dykes Road.

**ITEM 18 – REMOVE 2’ OF EXISTING GRASS OFF THE EDGE-OF-PAVEMENT**

The work covered by this item shall include the removal and disposal of a 2-foot strip of existing grass along the edge-of-pavement of Dykes Road in accordance with the contract documents including, but not limited to materials, equipment, surveying, excavation, grading, sloping, compaction, sod, and temporary watering as needed to complete the work. The removal of the 2-foot strip of grass shall be completed along the entire length of the project (both northbound and southbound lanes), except for those areas where the existing swale is being re-constructed or where there is an existing roadway or driveway. The existing grass shall be removed to a depth of 4”

below the existing edge-of-pavement and the Contractor shall install new Bahia sod with the top of the sod being placed 2” below the existing edge-of-pavement.

**ITEM 19 – RESTORE EXISTING ROCK DRIVE**

The work covered by this item shall include the complete restoration of the rock drives in accordance with the contract documents including, but not limited to materials, equipment, surveying, excavation, fill, grading, sloping, compaction, inspections, testing, sod, and temporary watering as needed to complete the work. The rock drive shall be restored with 8” limerock base material (LBR 100), compacted to 98% of the maximum dry density per AASHTO T-180. The following density tests shall be required: a total of one (1) tests per lift (single lift) for the fill material for each driveway. In addition, this item shall include the submittal of as-builts of the rock drive to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 20 – RESTORE EXISTING ASPHALT DRIVE**

The work covered by this item shall include the complete restoration of the asphalt drives in accordance with the contract documents including, but not limited to materials, equipment, surveying, excavation, fill, grading, sloping, compaction, inspections, testing, sod, and temporary watering as needed to complete the work. The asphalt drive shall be restored with 8” limerock base material (LBR 100), compacted to 98% of the maximum dry density per AASHTO T-180 and 1” asphalt. The following density tests shall be required: a total of one (1) tests per lift (single lift) for the fill material for each driveway. In addition, this item shall include the submittal of as-builts of the asphalt drive to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 21 – RESTORE EXISTING CONCRETE DRIVE**

The work covered by this item shall include the complete restoration of the concrete drive in accordance with the contract documents including, but not limited to materials, equipment, surveying, excavation, fill, grading, sloping, compaction, inspections, testing, sod, and temporary watering as needed to complete the work. The concrete drive shall be restored with 12” compacted subgrade (min LBR 40), compacted to 98% of the maximum dry density per AASHTO T-180 and 6” concrete (4,000 psi strength). The following density tests shall be required: a total of one (1) tests per lift (single lift) for the subgrade material for each driveway. In addition, this item shall include the submittal of as-builts of the concrete drive to the Owner and to SBDD in accordance with SBDD criteria.

**ITEM 22 – RESTORATION**

The work covered by this item shall include the complete restoration of the project limits in accordance with the contract documents including, but not limited to, materials, equipment, surveying, backfill, disposal of excess materials, top soil, grading, compaction, sod, and temporary watering as needed to complete the work. This work item shall also include the complete restoration of any driveways, roadways, fences or landscape features impacted by the Contractor’s work. The restoration work covered under this Bid Item is above and beyond the restoration work that may be included under any other individual Bid Item.

**ITEM 23 - EROSION/POLLUTION CONTROL**

- A. The work covered by this item shall include, but not be limited, to all actions, installations, precautions and measures necessary to comply with all applicable government regulations

- related to the erosion of soil or vegetation or impacts on the water quality of any body of water.
- B. This item shall include all costs and measures necessary to comply with all dewatering regulations.
  - C. This item shall include sweeping and otherwise cleaning the haul routes including dust control.
  - D. The Contractor shall utilize, as appropriate, silt fences, turbidity barriers, best management practices and other necessary measures to control erosion as specified in Florida Department of Transportation Standard Index Nos. 102 and 103.

#### ITEM 24 – MAINTENANCE OF TRAFFIC

The work covered by these items shall include, but not be limited to the preparation, set-up, and implementation of a Maintenance of Traffic Plan, as applicable. This shall apply to any proposed lane closures as required to perform and complete the work.

The Contractor shall be required to submit a Maintenance of Traffic (MOT) Plan to SBDD, Broward County Traffic Engineering Division (BCTED) and the Town of Southwest Ranches for approval, prior to starting the work, as applicable.

This item shall include any flag persons, signage, barricades, barriers or other provisions that are required to meet the requirements for the MOT. If necessary, the Contractor shall employ the services of a registered professional engineer to prepare the MOT Plan and/or assist in the Contractor in the implementing the MOT Plan.

**TECHNICAL SPECIFICATIONS**

**SECTION 1 - GENERAL**

**I. APPLICABLE CODES**

**A. General**

All construction and materials shall conform to the standards and specifications of the Town of Southwest Ranches, South Broward Drainage District (SBDD), Broward County Traffic Engineering Division (BCTED), South Florida Water Management District (SFWMD) and all other local and national codes where applicable.

**B. Construction Safety**

All construction shall be done in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

**C. Trench Safety Act**

Contractor shall be solely responsible for compliance with the State of Florida Trench Safety Act, Florida Statutes Section 560, etc. No trenches shall be left open overnight or during weekends.

**D. Survey Data**

All elevations on the plans or referenced in the specifications are based on the North American Vertical Datum of 1988 (NAVD).

**II. EXISTING IMPROVEMENTS AND LANDSCAPING**

**A.** All trees, shrubs and other vegetation that must be removed to perform the work under this contract shall be disposed of off-site in a legal manner.

**B.** Other than those fences that are noted to be removed and disposed, all other fences that are removed must be reinstalled or replaced with the same type (thickness, color, material, size, etc.) of fence as was removed.

**C.** All wood, plastic, paper, metal, debris, siltation, and vegetation removed from the site shall be disposed by the Contractor outside the boundaries of this project in accordance with all applicable environmental regulations.

**D.** Irrigation systems and existing utility lines encountered by the Contractor are to be protected. Any damage to any irrigation system or existing utility line shall be repaired by the Contractor at his own expense.

III. CONTRACTOR'S PRECONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of Notice of Award, the Contractor shall arrange a preconstruction conference with the Owner.
- B. The Contractor shall obtain a Sunshine Certification Number<sup>®</sup> at least 48 hours prior to beginning any excavation. The Contractor shall be responsible for damage to any existing utilities for which he fails to request locations. He shall also be responsible for damage to any existing utilities for which he requests locations. The Contractor is to provide Certification number to the Owner prior to commencing any work.
- C. The Contractor shall verify the size, location, elevation and material of all existing utilities within the area of construction. If upon excavation, an existing utility is found to be in conflict with the proposed construction or to be of a size or material different from that shown on the Plans, the Contractor shall immediately notify the Owner. The Contractor shall hand dig in the vicinity of the existing irrigation or utility lines to minimize the potential for damage to those pipes.
- D. The Contractor shall be responsible for damage to any existing utilities, piping, etc. shown on the drawings, or for which he fails to request locations from the utility owner. He is responsible as well for damage to any existing utilities/piping that is properly located.
- E. Temporary Utilities – it shall be the Contractor's responsibility to arrange for or supply temporary water services, sanitary facilities, electricity, phones, etc. to his employees and subcontractors for their use during construction.
- F. Staging Area – the Contractor shall be able to make use of the area within Calussa Corners Park as designed by the Town of SW Ranches and the Dykes Road right-of-way area for staging of equipment and materials. It shall be the Contractor's responsibility to properly secure the staging area and to maintain the staging area in a neat and orderly manner. The Owner shall not be responsible for any damage, theft, displacement, or other incidents that may occur in the staging area or project site.

The Contractor shall obtain approval from private property owners for the locations and use of all other staging areas or construction traffic access routes, beyond those areas identified in the contract documents.

IV. SURVEYS, LINES AND GRADES

The Contractor shall furnish all original and replacement surveys necessary for construction of the project, including detailed stake-out, line and grade stakes, and bench marks as required.

Prior to beginning construction, the Contractor shall provide the Owner with all information related to the survey bench mark(s) to be used by the Contractor including: location, source and identification number.

Contractor shall provide documentation of reference points being used for construction and confirmation that they are correct.

The Contractor shall not rely on scaling or measurements of line work, symbols, etc. on AutoCAD files or other computer files provided by the Owner or Engineer. The Contractor or Contractor's Surveyor shall perform all required calculations, reviews, confirmations and other office work necessary to properly lay-out and/or as-built the project in accordance with the Contract Documents.

As-built surveys shall be performed by a surveyor under contract to the Contractor. All as-built surveys that reflect work performed in accordance with the Contract Documents shall be included in the lump sum contract price. There will be no separate payment for providing the required stake-out, line and grade, bench marks, as-built drawings or other surveying work.

#### V. INSPECTIONS

The Contractor shall notify SBDD (954) 680-3337 at least 24 hours prior to the inspection of the following items:

- A. Site preparation
- B. Root Barrier
- C. Removal of Existing Pipe and Drainage Structures
- D. Installation of Catch Basins and Drainage Pipe
- E. Lowering of Existing Rim
- F. Extensions of Existing Drainage Pipe
- G. Installation of Mitered End Sections
- H. Installation of Concrete Aprons
- I. Core-Drilling of Existing Structures
- J. Installation of Concrete Collars on Drainage Pipe
- K. Swale Reconstruction
- L. Driveway and Roadway Restoration
- M. Lamping: All new piping is to be lamped, as determined by the SBDD Inspector.
- N. Grading: Site grading and swale grading approved prior to sodding.
- O. Restoration.
- P. Final: Participate with the Town and SBDD in a Final Inspection of all work performed.

#### VI. SHOP DRAWINGS

- A. Prior to their construction or installation, shop drawings shall be submitted to and reviewed by the Owner for pipe material, drainage structures, root barrier, and all other project components as appropriate or as directed by the Owner.
- B. Prior to submitting shop drawings to the owner, the Contractor shall review and approve the drawings and shall note in red, any deviations from the plans and specifications.

#### VII. PROJECT SITE

- A. During construction the project site, staging area, construction traffic routes, and all adjacent areas shall be maintained in a neat and clean manner. Upon final clean-up, the project site

shall be left clear of all surplus material or trash and the paved areas shall be swept broom clean and washed down as directed by Owner.

- B. The Contractor shall restore or replace, when and as directed by Owner, any public or private property damaged or altered by his work, equipment, employees or those of his subcontractors to a condition at least equal to that existing immediately prior to the beginning of operations.
- C. The Contractor and Owner shall perform a pre-work inspection of the project area, staging area and construction traffic routes to review and document the existing conditions. Contractor shall be responsible to perform the level of review and documentation necessary to properly and adequately document the existing pre-work conditions. The pre-work inspection shall be the basis for the Owner to determine the extent of restoration/replacement that is required under these contract documents to restore/replace the project site, staging area, construction traffic access routes, and adjacent areas to a condition at least equal to that existing immediately prior to the beginning of operations.
- D. Where material or debris has washed into, flowed into, or been placed into water bodies, lakes, ditches, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed and satisfactorily disposed of by the Contractor.
- E. No trenches shall be left open overnight or during weekends.

#### VIII. POLLUTION CONTROL

During the entire course of construction operations, the Contractor shall control and conduct such operations and institute maintenance procedures to prevent pollution of adjacent lands and surface waters and deposition of solids caused by either material runoff or pumped discharges from the construction area. The Contractor shall use turbidity screens or other best management practices that may be necessary to maintain water quality standards. Pollution Control measures shall apply to both the work area and the staging area, as applicable.

The Contractor shall submit a Notice of Intent to the Florida Department of Environmental Protection prior to starting construction.

The Contractor shall take all necessary measures to prevent dust and airborne sand from impacting adjacent properties. These measures may include watering and the application of calcium chloride or any other approved legal method.

The Contractor shall not receive any additional compensation for pollution control activities.

If any fines or penalties are incurred as a result of the Contractor's actions or inactions, the Contractor shall be fully and solely responsible for those fines or penalties whether they were levied against the Contractor, Owner or Engineer.

The Contractor shall apply for, secure and abide by the terms of a dewatering permit if any of his activities, or those of his subcontractors warrant a dewatering permit from any government agency.

The Contractor shall pay for all costs associated with the dewatering permit under the total lump sum price for the project.

If any pollution of the land or water occurs, directly or indirectly, as a result of the Contractor's work, the Owner shall have the right, but not the obligation to clean up the pollution or to hire a company to clean up the pollution and to back charge the Contractor for the cost of the clean up. The Owner shall have the option to require the Contractor to reimburse him for the cost of such clean up or to deduct the cost from the Contractor's pay requests.

#### IX. DISPOSAL OF WASTE MATERIALS AND DEBRIS

Contractor shall remove from the job site, all demolition debris, waste materials and debris resulting from his construction activities in accordance with the Contract Documents. The Contractor shall provide all means of protecting the work area and other surrounding properties from any hazardous waste by methods approved by all governmental agencies having jurisdiction.

#### X. SAFETY – LOSS CONTROL PROVISIONS

The Contractor shall be responsible for providing safe and healthful working conditions for employees of the Contractor, subcontractors, the District, or its invitees. The Contractor shall initiate and maintain an accident prevention program which should include, but is not limited to, the following: establish and supervise programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

The Contractor shall be responsible for providing first-aid services and medical care to all his employees. The Contractor shall be responsible for development and maintenance of an effective fire protection and prevention program at the job site throughout the construction, repair, alterations, or demolition work. The Contractor shall be responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is exposure to hazardous conditions, including safety belts, lifelines and lanyards.

Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damages sustained as a result of a violation of this section from the Contractor to the District and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all person and property at the project site. Employees required to handle or use toxins, caustics, and other harmful substances shall be instructed regarding the safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required. All work shall meet and be in compliance with standards and regulations set forth by Occupational Safety and Health Administration (OSHA), Florida Department of Labor and Employment Security, and any and all other appropriate federal, state, local or District safety and health standards including, but not limited to OSHA, Excavation.

#### XI. PROJECT RECORD DRAWINGS

- A. The Contractor shall maintain accurate and complete records of work items completed.
- B. All required density tests for the backfill shall be provided to the Engineer prior to placing the sod.

- C. All ‘as-built’ information submitted to the Engineer shall be sufficiently accurate, clear and legible to satisfy the Engineer and any applicable reviewing agency that the information provides a true and accurate representation of the improvements constructed.
- D. As-built” information for the canal shall include full cross sections at a minimum 100-foot spacing. Cross-sections shall include back of maintenance areas, top-of-bank, edge of water, all grade breaks, and bottom of canal/filter marsh.
- E. As-built” information for the filter marsh shall include cross sections along the perimeter of the filter marsh at minimum 100’ spacings. Cross-sections shall include back of top of the upland planting strip, edge-of-water, bottom of the filter marsh and natural grade. In addition, the as-built information shall include as-built elevations of the bottom of the filter marsh on a minimum 50-foot grid.
- F. “As-built” information for the drainage improvements shall include horizontal locations and all piping and structures; rim and invert elevations; pipe crossing information; and all relevant physical features. The as-built information for the headwalls and endwall shall include cap elevations and invert elevations.
- G. All “as-built” information shall be certified by a registered land surveyor.

## XII. TESTING

All laboratory and density tests required for compliance with these specifications shall be performed by an independent testing laboratory under contract to and as directed by the Contractor, and acceptable to the Owner.

Contractor shall be responsible for arranging and obtaining and shall pay all costs associated with laboratory and density tests required for compliance with these specifications and required for Owner’s and Engineer’s acceptance of the Work.

The following material and density tests shall be required:

- One (1) test per lift for the fill material of the driveway and roadway restorations; location of density test to be determined by SBDD inspector.

There will be no separate payment for providing the required laboratory and density tests for this project.

## SECTION 2 - SITE WORK

### I. MAINTENANCE OF TRAFFIC (MOT)

#### General

The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) and the Manual of Uniform Traffic Control Devices (MUTCD) at all times.

If the Contractor proposes to impact any local traffic as a result of any construction activities associated with this project, he shall be required to submit a Maintenance of Traffic (MOT) Plan to SBDD, the Town of Southwest Ranches and the Broward County Traffic Engineering Division (BCTED) for approval, prior to starting the work.

The lump sum price for this project shall include any and all provisions that are required for any and all MOT activities associated with the project and shall be included.

The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) and the Town of Southwest Ranches at all times. Any impacts to local traffic shall require a Maintenance of Traffic Plan to be submitted and approved by SBDD, Town of Southwest Ranches and Broward County Traffic Engineering Division (BCTED).

### II. EARTHWORK

- A. All surplus, excavated material shall be removed from the site by the Contractor.
- B. Any wet excavated materials shall be drained before transporting the material on any public or private road.
- C. The Contractor shall take the necessary precautions to ensure that the transport of surplus fill over all roads over which fill is transported shall be kept clean of all sand, dust and rock. If necessary, the Owner may direct Contractor to clean and wash down roadways where the Contractor's hauling activities have deposited inordinate amounts of material on the roadways.
- D. All fill material to be placed within twenty four (24) inches of any proposed pipe on this project shall be not larger than twelve (12) inches in diameter.
- E. Backfill material for the culvert extensions and mitered end sections shall be suitable material with a minimum LBR of 40. No muck shall be used as backfill material for this project.

### III. REINFORCED CONCRETE PIPE

#### A. Material

Reinforced concrete pipe (RCP) shall conform to ASTM C76, latest revision and shall be Class III, Wall B or C. All pipe shall have modified tongue and groove joints and have rubber gaskets unless otherwise specified.

B. Installation

1. Bedding and initial backfill over drainage pipes shall be stable sand or graded rock with no rock larger than 1 inch diameter. .
2. Backfill material under paved areas shall be compacted to 98% of the maximum density as determined by AASHTO T-180.
3. Backfill material under areas not to be paved shall be compacted to 95% of the maximum density as determined by AASHTO T -180.
4. Pipe shall be constructed with a uniform grade and line.
5. Backfill material within 24 inches of the surface shall be well graded granular material well tamped in layers not to exceed 6 inches.
6. The water elevation in the trench during the placement of pipe shall not be higher than the midpoint of the pipe.
7. In the event pipe joints do not meet Florida Department of Transportation criteria, the pipe shall be removed and reinstalled or repaired at the discretion of the Owner.
8. Where new RCP is being connected to existing RCP, a concrete collar shall be installed, as necessary, if a proper joint cannot be achieved.

C. Damaged Pipe

1. Damaged pipe shall be accepted or rejected in accordance with the criteria of the Florida Department of Transportation.
2. All damaged pipe that is to be repaired, shall be repaired in accordance with the criteria of the Florida Department of Transportation.

D. Inspections

1. The final inspection shall include pumping down the pipes and maintaining that level for the duration of a lamping inspection to be conducted by the Owner's inspector.
2. The final inspection shall be considered satisfactory if, among other points, the pipes are clean. Clean shall be defined as the bottom of the culvert not containing more than 0.75 inches of mud in the bottom of the pipes.

IV. HIGH DENSITY POLYETHYLENE PIPE

A. Material

1. High Density Polyethylene Pipe (HDPE) shall be corrugated and smooth-lined pipe conforming to ASTM F 2306, latest edition. The pipe shall be of the size, type and dimension shown on the plan and contained in this specification. In addition, it shall include all connections and joints to new or existing pipes, drainage structures, and other appurtenances as may be required to complete the work.
2. HDPE pipe and fittings shall be manufactured in accordance with ASTM F 2306, latest edition – Type S: this pipe shall have a full circular cross section, with an outer corrugated pipe wall and a smooth interior wall.

3. HDPE shall be manufactured from virgin PE compounds which conform with the requirements of cell class 435400C as defined and described in ASTM D 3350.
4. Minimum pipe stiffness (PS) at five percent deflection shall be described in ASTM F 2306, Section 6.3 when tested in accordance with ASTM D 2412.
5. All HDPE pipe shall be certified through the AASHTO National Transportation Product Evaluation program (NTPEP) 3<sup>rd</sup> Party Certification program.

B. Installation

1. Installation shall be in accordance with ASTM D 2321, "Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications".
2. HDPE pipe shall be unloaded and handled with reasonable care. Trenches shall be excavated in such a manner as to insure that the trench sidewalls will be stable under all working conditions. Only as much trench as can be safely maintained shall be opened. Contractor shall be required to incorporate any required shoring, protection, stabilization, etc. of the trench.
3. Bedding and initial backfill over drainage pipes shall be stable sand or graded rock with no rock larger than 1 inch diameter. .
4. Backfill material under paved areas shall be compacted in maximum 12" lifts to 98% of the maximum density as determined by AASHTO T-180.
5. Backfill material under areas not to be paved shall be compacted in maximum 12" lifts to 95% of the maximum density as determined by AASHTO T -180.
6. Pipe shall be constructed with a uniform grade and line.
7. Backfill material within 24 inches of the surface shall be well graded granular material well tamped in layers not to exceed 12 inches.
8. The water elevation in the trench during the placement of pipe shall not be higher than the midpoint of the pipe.
9. Trenches with HDPE in place shall be backfilled as soon as practical, but no later than the end of each working day.
10. In the event pipe joints do not meet Florida Department of Transportation criteria, the pipe shall be removed and reinstalled or repaired at the discretion of the Owner.

C. Joints

1. Joints shall be installed such that the connection of pipe sections will form a continuous line free from irregularities in the flow line. All installations shall require watertight joints that meet 74kPa (10.8 psi) laboratory test per ASTM D 3212 and utilize a bell and spigot design with a gasket meeting ASTM F477.
2. Joints shall be double wrapped with Mirafi filter cloth, conforming to FDOT Standard Specifications for Road and Bridge Construction Section 985, OAE.

D. Damaged Pipe

1. Damaged pipe shall be accepted or rejected in accordance with the criteria of the Florida Department of Transportation.
2. All damaged pipe that is to be repaired, shall be repaired in accordance with the criteria of the Florida Department of Transportation.
3. Any damaged pipe shall be repaired/replaced at the Contractor's expense.

E. Inspections

1. The final inspection shall include pumping down the pipes and maintaining that level for the duration of a lamping inspection or walkthrough to be conducted by the Owner's inspector.
2. The final inspection shall be considered satisfactory if, among other points, the pipes are clean. Clean shall be defined as the bottom of the culvert not containing more than 0.75 inches of mud in the bottom of the pipes.
3. At the Engineer's discretion, all pipe exceeding 7.5% deflection (as per AASHTO Section 30) may require replacement or re-compaction at the Contractor's expense. Deflection is defined per ASTM D 2321.

V. STRUCTURES

A. Materials

1. All drainage structures (inlets) shall be precast concrete structures and shall be the size and type designated on the drawings. Drainage inlets shall be constructed in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 425. All drainage structures located in grass areas shall have a 12" concrete apron.
2. The Frame and Grate for the drainage structures (catch basins) shall be a USF 4155-6210, or approved equal, with H-20 loading. The Frame and Cover for the manhole structures shall be a USF 420-C, or approved equal.
3. All drainage structures located in grass areas shall have a 12" concrete apron.

B. Installation and Maintenance

1. The location of the drainage structures shall govern and pipe lengths may have to be adjusted to accomplish construction as shown on the plans. There will no additional payment for any adjustment made to pipe lengths, as this is a lump sum contract.
2. Drainage structures shall be installed in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 425.
3. Drainage structures in grass areas shall have 12" concrete collar (4" thick) around the entire perimeter of the grate, unless otherwise noted on the plans.
4. All structures and pipes shall be protected during construction to prevent siltation in the drainage systems by way of temporary plugs and plywood or plastic covers over the inlets. Prior to final acceptance, all temporary plugs, covers, etc. shall be removed and the entire drainage system shall be cleaned of all debris.

IX. SOD

A. Materials

1. Sod shall be Argentine Bahia sod.
2. Sod shall be free of weeds, fungus, insects and disease.

B. Installation and Maintenance

1. Sodding shall be placed and maintained in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 575-3.
2. Sod shall be placed in a manner that insures that it will not slide out of position in which the Contractor places it. If necessary, sod shall be pinned.
3. All sod shall be installed with the top of sod 2” below the existing edge of pavement, and flush with existing undisturbed sod.
4. A 2” layer of top soil shall be placed below all new sod.
5. New sod should be watered daily and kept wet during the first 7-10 days. Once the sod has rooted into the soil, watering frequency should be reduced.

**GENERAL NOTES (PLANS)**

1) The Contractor shall be required to secure or remove from the site, prior to a named storm event, any materials or equipment which could cause bodily injury, damage to the work, the Owner's installations and/or public or private property. Site excavations shall be required to be secured and/or backfilled. The Contractor is responsible for preparing for all storm events. The Contractor shall take the necessary precautions to protect the walking and motoring public from harm due to construction activity. Contractor shall maintain stormwater and drainage flow as may be required to prevent adverse effects of stormwater which would normally flow through the existing and proposed facilities. The Contractor will not be paid additional for any measures related to this item, however, a time extension may be added to the contract for the time delay.

2) All material, laboratory and density tests required for compliance with these specifications shall be performed by an independent testing laboratory under contract to and as directed by the Contractor and acceptable to the Owner and Engineer.

Contractor shall be responsible for arranging and obtaining and shall pay all costs associated all material, laboratory and density tests required for compliance with these specifications and required for Owner's and Engineer's acceptance of the Work.

3) The Contractor recognizes that its work activities may generate complaints from adjacent property owners and property owners in the vicinity of the Project. The Contractor agrees that should such complaints be forwarded to the Contractor, whether by the Owner or otherwise, the Contractor will respond in an appropriate manner within 24 hours. The Contractor further agrees that if the Contractor receives complaints from any entity other than the Owner, it will notify the Owner, in writing, of the complaint within 24 hours.

The Contract Documents depict the project limits for the project. The Contractor is prohibited from entering, encroaching upon or storing material on any property outside the project limits or approved staging area without the express written permission of the Owner and the affected property owner(s).

The Contractor shall restore all damages to existing wetlands, uplands, rights-of-way, easements, private properties, Town of SW Ranches facilities, South Broward Drainage District facilities, and surface and underground facilities resulting directly or indirectly from his construction operations to a condition equal to or better than the condition existing prior to work.

4) Under no circumstances will the hardness of the rock, the depth of the rock or the elevation of the rock to be excavated or the ground water conditions encountered be considered justification for a change order.

5) The Contractor agrees that during the progress of work under the Agreement, he will, at all times, comply with the safety requirements of OSHA, Broward County, and Contractor does hereby save and hold harmless Owner, Engineer, and Owner's and Engineer's agents and employees from any liability, damages, costs, or expenses, attorneys' fees and court costs through all trial and appellate levels arising out of any injury to persons or property sustained by reason of the default or neglect of the Contractor to properly comply with any

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES DRAINAGE PROJECT  
IFB No. 19-002

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of the above safety requirements or any other applicable safety requirements and to protect the work covered by this Agreement.

- 6) The lump sum price shall not include the cost for any permit fees except the cost of a permit fee for a dewatering permit, if applicable. If any other permit fees are required for any work, the Owner will pay the actual cost of said permit directly or as an extra to the Agreement. The Contractor shall be responsible to pay any dewatering permit fees under the lump sum contract price.

**EXHIBIT “F”**

Appendix: Permits

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# TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS

## APPENDIX

### APPENDIX A PROJECT PERMITS AND CONDITIONS –

1. SUMMARY OF PERMITS
2. SOUTH BROWARD DRAINAGE DISTRICT APPROVAL
3. CENTRAL BROWARD WATER CONTROL DISTRICT  
**PGB PLAN APPROVAL – APPROVED**  
**CBWCD BOARD APPROVAL – APPROVED**

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# **TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS**

## **APPENDIX A**

### **PROJECT PERMITS AND CONDITIONS –**

#### **1. SUMMARY OF PERMITS**

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## SUMMARY OF PERMITS

**PROJECT NAME:** FDEP Drainage Projects Town of South West Ranches

**PROJECT No.:** 08711.09

**Updated on:** 01/08/2019

	Permit/Approval Processed by K&A - Pending Approval
	Permit/Approval Processed by K&A - Approval Received
	Permit/Approval Processed by Contractor/Developer

Agency Site - Paving Grading & Drainage	Permit No.	Approval Date	Expiration Date	Contact Person	Comments
Central Broward Water Control District (CBWCD) Paving, Grading and Drainage design Review.		11/29/18		Keyla Lopez (954) 739-6400	Permit Submittal on 07/25/2018. Comments Received 08/22/2018. Comment responses 11/07/2018. <b>Approval received 11/29/2018</b>
Central Broward Water Control District (CBWCD) Board Approval				Mike Crowley, PE, 954-432-5110	<b>Board meeting scheduled for 01/23/2018</b>
South Broward Drainage District (SBDD) Construction permit	PD 180807	12/04/18	06/04/20	Kevin M Hart, PE, (954)-680-3337	Permit Submittal on 07/25/2018. Comments Received 08/22/2018. Comment responses 08/27/2018. <b>Approval received 12/21/2018</b>
Florida Department of Environmental Protection (FDEP) - NPDES NOI Permit (Erosion and Sediment Control)				Jessica Kleinfelter (850) 245-7589	<b>By Contractor.</b>

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**TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS**

**APPENDIX A**

**PROJECT PERMITS AND CONDITIONS –**

**2. BROWARD SOUTH BROWARD DRAINAGE DISTRICT**

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# CONSTRUCTION PERMIT

## SOUTH BROWARD DRAINAGE DISTRICT

6591 S.W. 160<sup>th</sup> Ave., Southwest Ranches, FL 33331

NUMBER: PD 180807

DATE: 12/4/2018

ISSUED TO: TOWN OF SOUTHWEST RANCHES  
13400 GRIFFIN ROAD  
SOUTHWEST RANCHES, FLORIDA 33330

**AUTHORIZING:** PAVING AND DRAINAGE IMPROVEMENTS AT S.W. 201 AVE. & S.W. 48 ST.,  
S.W. 178 AVE. & 46 ST. AND S.W. 188 AVE. & S.W. 54 PL.

LOCATION: SECTION 30, 35, 36 TOWNSHIP 50 SOUTH RANGE 39 EAST  
TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

This permit is issued pursuant to Application for Permit #APD 180807 Dated 08/07/18. Said application, including all plans and specifications attached hereto is, by reference, made a part hereof.

All work, construction and use of the facilities of the SOUTH BROWARD DRAINAGE DISTRICT, permitted hereunder, shall be performed in strict compliance with this permit and the permit procedures and construction standards hereto adopted by the SOUTH BROWARD DRAINAGE DISTRICT and as the same may hereafter from time to time be amended, changed, or revised; said permit procedures and construction standards being expressly made a part and condition of this permit. A copy of the permit procedures and construction standards is available upon request.

This permit shall not convey to PERMITTEE any property rights nor any rights or privileges other than those specified herein, nor relieve the PERMITTEE from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by PERMITTEE hereunder shall remain the property of the PERMITTEE unless otherwise specified below.

*The dumping or discharging of any aquatic vegetation or debris into the stormwater management system of this District, is prohibited and will constitute grounds for cancellation of this permit and remedial action enforced by other appropriate authorities.*

### SPECIAL CONDITIONS/NOTES:

**A. Upon completion of construction and acceptance of the engineer's certification for the stormwater management system, the South Broward Drainage District will issue the PERMITTEE, a 5 year renewable operations permit for the approved water management system.**

**B. In the event of SOUTH BROWARD DRAINAGE DISTRICT wishes to obtain ingress or egress to its easement and/or right of way for the purposes of maintenance and/or construction of canals, lakes, other bodies of water and drainage improvements, the removal and reinstallation of any construction permitted hereunder shall be at owner's expense.**

**C. PERMITTEE, by acceptance of the permit, covenants and agrees that the SOUTH BROWARD DRAINAGE DISTRICT shall be promptly indemnified, defended, protected, exonerated and saved harmless by the PERMITTEE from and against all expenses, liabilities, claims, demands and proceedings incurred by or imposed upon said District in connection with any claim, proceeding, demand, administrative hearing, suit, attorneys' fees, appellate proceeding, or other activity, including unfounded or "nuisance" claims, in which the District may become involved, or any settlement thereof, arising out of any operations under this permit, including use of SOUTH BROWARD DRAINAGE DISTRICT water, for irrigation purposes, damage to landscaping, paint damage to automobiles, buildings, or other structures and any property damage or personal injuries, fatal or non-fatal, of any kind or character.**

SPECIAL CONDITIONS/NOTES (Continued)

D. PERMITTEE, will take full responsibility for any damage which may be caused to existing facilities owned by the SOUTH BROWARD DRAINAGE DISTRICT and which are adjacent to and/or in the proximity of any construction undertaken pursuant to the permit. In addition, the PERMITTEE agrees to be responsible for the reimbursement to SOUTH BROWARD DRAINAGE DISTRICT for all expenses arising out of damage to these facilities.

E. PERMITTEE agrees to be fully, completely and totally responsible for any and all actions or causes of action, claims, demands, liabilities, loss, damage or expenses, including attorney's fees which may arise out of new construction work to be undertaken under this permit. It is further acknowledged that the SOUTH BROWARD DRAINAGE DISTRICT has no obligations or responsibilities regarding the improvements to be constructed pursuant to this permit and that any damage which may be caused to the construction work to be undertaken under this permit shall be repaired by the PERMITTEE and that the SOUTH BROWARD DRAINAGE DISTRICT shall have no obligation to repair or be responsible for any damage which may be caused to the construction work to be undertaken under this permit as a result of the activities of the SOUTH BROWARD DRAINAGE DISTRICT.

F. Beginning with the commencement of the construction of the improvements depicted on the plans for which this permit is issued, the PERMITTEE agrees to indemnify the SOUTH BROWARD DRAINAGE DISTRICT and hold it harmless from any claims arising out of construction work performed by the PERMITTEE and/or its contractors. The PERMITTEE further agrees to indemnify and save harmless the SOUTH BROWARD DRAINAGE DISTRICT, both during and following construction of the proposed improvements, from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense, including attorney's fees, whether incurred under retainer or salary or otherwise which the SOUTH BROWARD DRAINAGE DISTRICT may sustain or incur by reason or in consequence of the issuance of the permit for the application to which these special conditions are attached and the construction which is completed under this permit. Furthermore, upon demand, the PERMITTEE further agrees to take over and defend any such claims brought or actions filed against the SOUTH BROWARD DRAINAGE DISTRICT in respect to the subject of the indemnity contained in this agreement.

G. It is the DISTRICT'S policy not to allow any trees to be planted or maintained within any of the DISTRICT'S rights-of-way or easements or within twenty (20) feet from the edge of any water body at water control elevation of the basin that said water body is located in.

NOTE(S)

PERMITTEE BY ACCEPTANCE OF THIS PERMIT, AGREES THAT THIS PROJECT HAS BEEN DESIGNED TO MEET ALL REGULATIONS, STANDARDS, PROCEDURES AND DESIGN CRITERIA OF THE SOUTH BROWARD DRAINAGE DISTRICT, UNLESS SPECIFICALLY EXCEPTED IN WRITING BY SOUTH BROWARD DRAINAGE DISTRICT. A SET OF SBDD APPROVED PLANS MUST BE KEPT ON SITE AT ALL TIMES DURING INSTALLATION. CALL DISTRICT FOR PRE-CONSTRUCTION MEETING (954)680-3337 PRIOR TO ANY WORK. ANY CHANGES TO APPROVED PLANS MUST BE SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL. AS-BUILTS REQUIRED UPON COMPLETION.

EXPIRATION DATE: 6/4/2020



SOUTH BROWARD DRAINAGE DISTRICT

A handwritten signature in blue ink, appearing to read 'Kevin M. Hart'.

BY: KEVIN M. HART, P.E.  
DISTRICT DIRECTOR

DATE: 12/4/18

(SEAL)

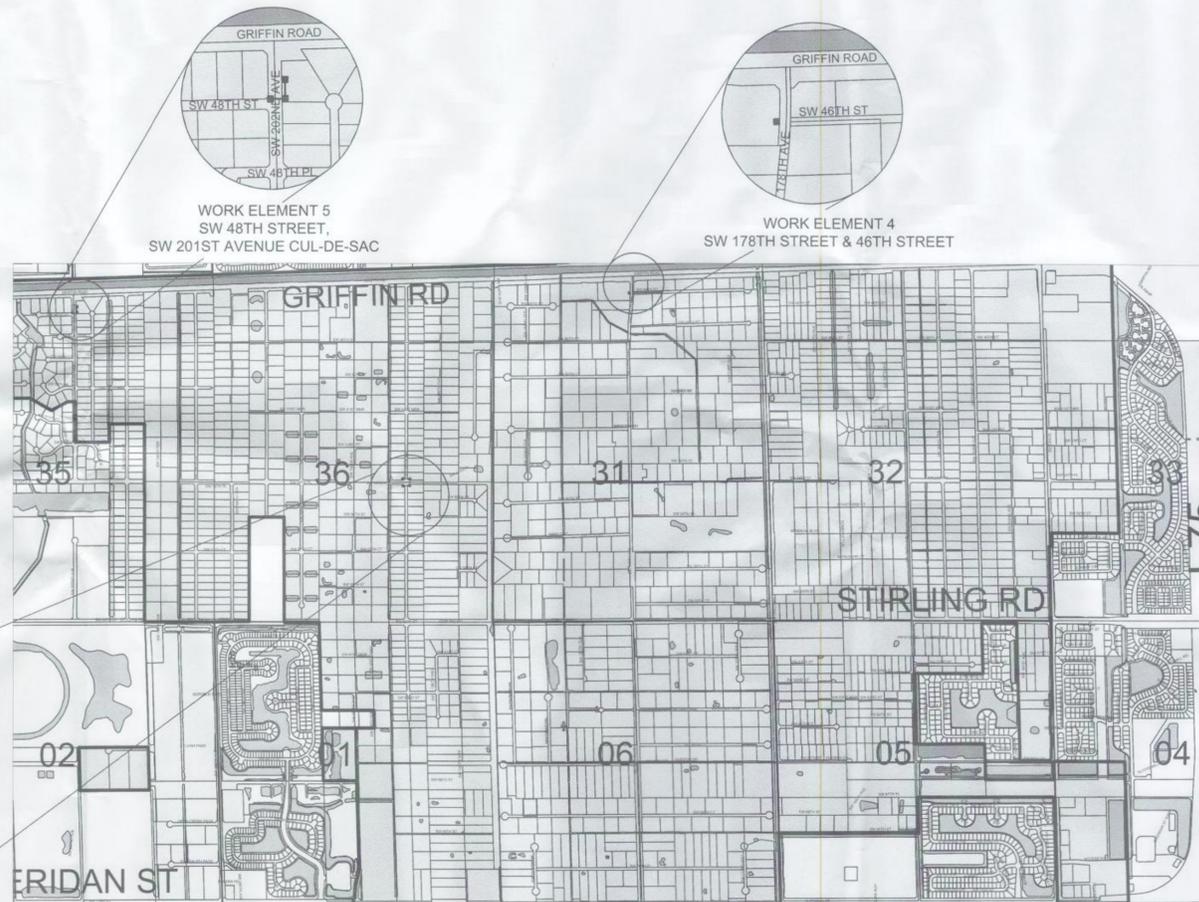
# ENGINEERING PLANS FOR THE TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA



TOWN OF SOUTHWEST RANCHES  
BROWARD COUNTY



Index of Sheets		
Sheet Sequence No.	Sheet Identification	Sheet Title
1		COVER
2	GI-000	TOPOGRAPHIC SURVEY WORK ELEMENT #3 SW 54TH PLACE
3		TOPOGRAPHIC SURVEY WORK ELEMENT #4 SW 178 AVENUE AND SW GRIFFIN ROAD
4		TOPOGRAPHIC SURVEY WORK ELEMENT #5 SW 201 STREET AND SW 202 STREET
5	GI-001	LEGEND
6	GI-002	CONSTRUCTION SPECIFICATIONS
7	GI-003	GENERAL NOTES
8	CG-501	EROSION CONTROL DETAILS
9	CP-102	GRADING AND DRAINAGE PLANS (SBDD) WORK ELEMENT #3 SW 54th PLACE
10	CP-103	GRADING AND DRAINAGE PLANS (SBDD) WORK ELEMENT #4 SW 178 AVENUE AND SW GRIFFIN ROAD
11	CP-104	GRADING AND DRAINAGE PLANS (SBDD) WORK ELEMENT #5 SW 201 STREET AND SW 202 STREET
12-13	CP-501 - 502	DRAINAGE DETAILS
14	CP-503	SOUTH BROWARD DRAINAGE DISTRICT STANDARD DETAIL SHEET



WORK ELEMENT 5  
SW 48TH STREET,  
SW 201ST AVENUE CUL-DE-SAC



WORK ELEMENT 4  
SW 178TH STREET & 46TH STREET



WORK ELEMENT 3  
SW 54TH PLACE &  
188TH AVENUE

NOTE:  
ALL ELEVATIONS SHOWN ON THESE PLANS ARE  
BASED ON NAVD 1988 DATUM. NAVD1988 DATUM  
VALUES ARE APPROXIMATELY 1.5 FT. BELOW  
NGVD1929 DATUM VALUES IN THIS AREA. SEE  
INDIVIDUAL SURVEY SHEET FOR CONVERSION VALUE.

THESE PLANS MAY HAVE BEEN  
REDUCED IN SIZE BY REPRODUCTION.  
THIS MUST BE CONSIDERED WHEN  
OBTAINING SCALED DATA.



PREPARED FOR:  
TOWN OF SOUTHWEST RANCHES  
13400 GRIFFIN ROAD  
SOUTHWEST RANCHES, FL 33330

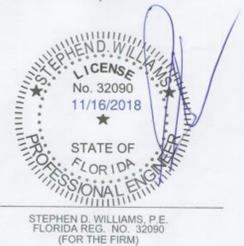
**KEITH & ASSOCIATES, INC.**  
consulting engineers

301 East Atlantic Boulevard  
Pompano Beach, Florida 33060-6643  
(954) 788-3400; FAX (954) 788-3500

State of Florida Certificate of  
Authorization Number - 7928

**SOUTH BROWARD  
DRAINAGE DISTRICT  
APPROVED PLANS**

PERMIT # \_\_\_\_\_  
BY: \_\_\_\_\_  
DATE: 12/4/18



PROJECT No. 08711.09  
OCTOBER 2018

STEPHEN D. WILLIAMS, P.E.  
FLORIDA REG. NO. 32090  
(FOR THE FIRM)

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# **TOWN OF SOUTHWEST RANCHES DRAINAGE IMPROVEMENTS**

## **APPENDIX A**

### **PROJECT PERMITS AND CONDITIONS –**

3. CENTRAL BROWARD WATER CONTROL DISTRICT  
**PGD PLAN APPROVAL – APPROVED**  
**CBWCD BOARD APPROVAL- APPROVED**

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