



Southwest Ranches Town Council

REGULAR MEETING
Agenda of January 24, 2019

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Recognition of Sikh Society of Florida for Military Heroes Support Foundation Holiday Drive Donation**
- 4. 2019 Mr. & Miss Southwest Ranches Pageant Winners**
- 5. Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
- 6. Board Reports**
- 7. Council Member Comments**
- 8. Legal Comments**
- 9. Administration Comments**

Ordinance - 2nd Reading

- 10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2019-2023 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - December 13, 2018}**

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSURING THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT, AND THE DEPARTMENT OF HOMELAND SECURITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WITH EFFECTIVE ENFORCEMENT, TO IMPLEMENT AN NFIP-COMPLIANT PROGRAM; VESTING THE TOWN'S FLOODPLAIN ADMINISTRATOR WITH THE RESPONSIBILITY, AUTHORITY, AND MEANS TO IMPLEMENT PERFORMANCE MEASURES TO ACHIEVE ELIGIBILITY FOR THE COMMUNITY RATING SYSTEM; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER BY PIGGYBACKING OFF OF THE CITY OF FORT LAUDERDALE'S AGREEMENT WITH E-SCIENCES INCORPORATED IN THE AMOUNT OF ELEVEN THOUSAND DOLLARS AND ZERO CENTS (\$11,000.00) FOR ENVIRONMENTAL PERMITTING SERVICES FOR THE BACTERIAL POLLUTION CONTROL PLAN IN ACCORDANCE WITH THE TOWN'S FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NUMBER FLS000016-004; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CRAIG A. SMITH AND ASSOCIATES IN THE AMOUNT OF SEVENTY-SEVEN THOUSAND TEN DOLLARS AND ZERO CENTS (\$77,010.00) FOR ENGINEERING AND DESIGN SERVICES, BIDDING ASSISTANCE, AND CONSTRUCTION PHASE SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FUNDED GREEN MEADOWS DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF FIFTY-NINE THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS AND NINETY CENTS (\$59,324.90) WITH PHI CONSTRUCTION, INC. TO CONSTRUCT IMPROVEMENTS IN THE FRONTIER TRAILS CONSERVATION AREA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2018/2019 BUDGET FOR THE FRONTIER TRAILS PARK IMPROVEMENT; AND PROVIDING AN EFFECTIVE DATE.

Discussion

15. Annual Review of Charter Officials

{Tabled from December 13, 2018; Staff Requesting a Tabling to February 28, 2019}

16. Approval of Minutes

a. December 13, 2018 Regular Meeting

17. Adjournment

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



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

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

Town Council
Doug McKay, *Mayor*
Gary Jablonski, *Vice Mayor*
Freddy Fisikelli, *Council Member*
Bob Hartmann, *Council Member*
Denise Schroeder, *Council Member*

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 1/24/2019
SUBJECT: FY 2019-2023 FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

Recommendation

Recommend that the Town Council adopt the updated FY 2019-2023 Five-Year Schedule of Capital Improvements.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town Council approved this Ordinance unanimously on first reading on December 13, 2018.

Chapter 163, Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements ("Schedule") within Its Comprehensive Plan in order to demonstrate that the local government has the ability to implement the plan and ensure that adopted level of service standards are maintained for concurrency related facilities (drainage, parks and recreation, schools, and transportation facilities).

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic movement, drainage) will be maintained over the next five years. This concurs with the schedule adopted in the FY 2019 Town Budget.

Amendments to the Schedule are not deemed to be comprehensive plan amendments, and do not require State Land Planning Agency review. The Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed Schedule update and recommends its approval.

Fiscal Impact/Analysis

Capital Improvement Projects are Town projects where the anticipated value of the asset created generally has an estimated value of at least \$25,000. An asset for these purposes is an item which is not generally consumed for operating purposes and which has an expected life of not less than three years.

Funding for capital improvement project items generally comes from surplus revenues from other governmental funds (particularly the general governmental operating fund – also known as the “General Fund”). Additional revenue maybe derived from the Fire Assessment, debt service proceeds, grants, other permissible interfund transfers or from Fund Balance. Wherever possible, the various projects included in the 5-Year Capital Improvement Plan have identified funding sources for each fiscal year of appropriation.

Staff Contact:

Jeff Katims, AICP, CNU-A, Assistant Town Planner
Emily McCord Aceti, Community Services Manager
Martin Sherwood, CPA, CGMA, CGFO, Town Financial Administrator
Mara Semper, Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
CIE-Update-Ordinance - TA Approved	11/30/2018	Ordinance
Exhibit A - CAPITAL IMPROVEMENT ELEMENT	12/6/2018	Backup Material
Exhibit B - Support Docs	12/6/2018	Backup Material

ORDINANCE 2019 -

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES,
FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF
CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2019-2023
PURSUANT TO CHAPTER 163, FLORIDA STATUTES;
PROVIDING FOR CONFLICT; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 163.3177, F.S. requires every local government to annually update its Five-Year Schedule to Capital Improvements ("Schedule") by Ordinance; and

WHEREAS, Section 163.3177, F.S. provides that updates to the Schedule shall not be deemed to be amendments to the Comprehensive Plan; and

WHEREAS, the Town Council of the Town of Southwest Ranches has prepared its Schedule in accordance with the standards and requirements of Section 163.3177, F.S.; and

WHEREAS, the Local Planning Agency held a duly noticed public hearing on December 13, 2018 and recommends the updated Schedule.

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

SECTION 1. Recitals adopted. That foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of the Ordinance.

SECTION 2. Amendment. That the Five-Year Schedule of Capital Improvements is hereby updated in compliance with Section 163.3177, F.S. as shown in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4. Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions or this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED ON FIRST READING this ____ day of December, 2018 on a motion made by _____ and seconded by _____.

PASSED ON SECOND READING this ____ day of _____, 2019 on a motion made by _____ and seconded by _____.

McKay _____
Jablonski _____
Fisikelli _____
Hartmann _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
115219121

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

ENSURE THAT THE INFRASTRUCTURE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IS PROVIDED IN A TIMELY AND EFFICIENT MANNER, AND THAT PUBLIC FACILITIES ARE MAINTAINED AT OR ABOVE THE LEVEL OF SERVICE STANDARDS ADOPTED IN THIS PLAN.

{9J-5.016(3)(a)}

CIE OBJECTIVE 1.1

THE TOWN SHALL DEVELOP AND CONTINUOUSLY IMPROVE A PROCESS THAT GUIDES THE CAPITAL FACILITY PLANNING OF THE TOWN IN ORDER TO:

1. Accommodate projected growth, maintain existing facilities, replace obsolete or deteriorated facilities.
2. Coordinate future land use decisions and fiscal resources with a schedule of capital improvements which maintain adopted LOS standards.
3. Upgrade public infrastructure serving developed lands that do not currently meet LOS standards.
4. Remain fiscally responsible.

{9J-5.016(3)(b)(1,3 &5)}

Measurement: Annual update of a 5 year schedule of capital improvements.

CIE POLICY 1.1-a: Public facilities and services needed to support development will be provided concurrent with the impacts of development, as measured by the Town's adopted LOS standards. The LOS standards are as established in other elements of the Comprehensive Plan, as follows:

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m
- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c

- water quality: UE Policy 1.1-h

CIE POLICY 1.1-b: All capital improvement projects shall meet an initial objective standard test of furthering the Town's Comprehensive Plan, providing necessary infrastructure replacement/renewal, correcting existing deficiencies, maintaining adopted LOS and providing facilities concurrent with development. Prioritizing and funding of all projects shall be based on the nature of funds available.

{9J-5.016(3)(c)(1,3-6 & 7)}

CIE POLICY 1.1-c: The following standards regarding debt shall be adhered to, where feasible: The total debt service shall not exceed 15% of the Town's total revenues. The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.

{9J-5.016(3)(c)(2)}

CIE POLICY 1.1-d: The Town Council shall annually monitor, evaluate, adopt and prioritize the implementation of a 5-year schedule of capital improvements.

{9J-5.016(3)(c)(7)}

CIE POLICY 1.1-e: All future developments shall be responsible for paying proportionate fair share of the cost of all public facilities required to accommodate the project's impact without exceeding the adopted level of service standards.

CIE Policy 1.1-f: The Town shall annually update the five year capital improvements schedule included in this element as provided by law in order to adjust the five year planning horizon, reflect project status, and ensure the Town's ability to meet its adopted level of service standards.

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, January 20, 2015), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, December 30, 2014) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CIE POLICY 1.1-i: The Town shall include in its land development regulations provisions to implement a proportionate fair-share mitigation system for transportation per the requirements of s. 163.3180, Florida Statutes.

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

THE TOWN, IN COLLABORATION WITH THE SCHOOL BOARD, BROWARD COUNTY AND THE LOCAL GOVERNMENTS WITHIN BROWARD COUNTY, SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES ARE AVAILABLE FOR CURRENT AND FUTURE STUDENTS CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND THE ADOPTED LEVEL OF SERVICE (LOS).

Measurement:

- School enrollment projections compared to the School District's Adopted Five-Year District Educational Facilities Plan (DEFP)

CIE Policy 1.2-a: Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). Pursuant to the ILA, this financially feasible schedule shall be updated by the School Board on an annual basis. The Town's five-year schedule of capital improvements shall reflect each annual DEFP update.

CIE Policy 1.2-b: The uniform, district-wide LOS shall be 100 percent of gross capacity (with re-locatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110 percent of permanent FISH capacity for each public elementary, middle, and high school.

CIE Policy 1.2-c: Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the Town, the municipalities and the School Board, district-wide to all schools of the same type.

CIE Policy 1.2-d: The five year schedule of capital improvements shall reflect the School Board's current DEFP.

CIE Objective 1.3

FORMALLY RECOGNIZE THE CAPITAL EXPENDITURES OF OTHER AGENCIES THAT PROVIDE CAPITAL FACILITIES UPON WHICH THE TOWN OF SOUTHWEST RANCHES RELIES TO MEET ADOPTED LEVEL OF SERVICE STANDARDS.

- Annual review and update of implementing policies as appropriate to reflect changes to capital facility plans upon which the Town of Southwest Ranches relies to meet adopted level of service standards.

CIE Policy 1.3-a: In order to ensure that adopted level of service standards for the transportation system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the following plans and programs as updated annually, to the extent that such improvements are required in order to maintain the Town’s adopted levels of service for transportation facilities:

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program
- Broward County MPO Cost Feasible Long Range Transportation Plan
- FDOT’s Adopted Work Program

CIE Policy 1.3-b: In order to ensure that adopted level of service standards for the parks and recreation system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program to the extent that such improvements are required in order to maintain the Town’s adopted level of service standard for parks.

CIE Policy 1.3-c: In order to ensure that adopted level of service standards for the countywide public school system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County School District’s Adopted Five-Year District Educational Facilities Plan.

CIE Policy 1.3-d: In order to ensure that adopted level of service standards for the solid waste disposal system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program.

2. CAPITAL IMPROVEMENT IMPLEMENTATION

THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.
2. Evaluate the public benefits of annexing lands into the Town.
3. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.
4. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.
5. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184th Avenue.
6. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County MPO.
7. Encourage enforcement of the Town's current land development regulations.
8. Analyze the 2010 Census data, and evaluate the Comprehensive Plan to reflect new data.
9. Develop and maintain a tertiary drainage plan for all the areas within our Town.
10. Any Town developed tertiary drainage system must be coordinated with the Central Broward Water Control District and the South Broward Drainage District.
11. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.
12. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.

13. The Evaluation and Monitoring System shall include an annual report of its five-year capital improvements element to determine the status of its existing programs or any new programs.
14. Implement the capital improvements identified in this Comprehensive Plan as may be updated from time to time.
15. The Town shall determine feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

Five Year Capital Improvement Plan

All Funds Project Expenditure Summary FY 2018 – FY 2022

<u>Department Name</u>	<u>Project Name</u>	<u>FY 2018</u>	<u>:</u>	<u>FY 2019</u>	<u>:</u>	<u>FY 2020</u>	<u>:</u>	<u>FY 2021</u>	<u>:</u>	<u>FY 2022</u>	<u>:</u>
<u>Public Safety/ General Fund & Capital Projects Fund</u>	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA
	Fire Rescue Modular Facilities	216,315	CIP-FB, GF-FB	-	-	-	-	-	-	-	-
	Emergency Operations Center	-	-	-	-	-	-	-	-	5,400,000	NF
	=	-	-	-	-	-	-	-	-	-	-
<u>Townwide/Capital Projects Fund</u>	Town Hall Complex Safety, Lightning and Drainage Improvements	12,500	CIP-FB	115,000	GF Tfr, CIP-FB	-	-	-	-	-	-
	=	-	-	-	-	-	-	-	-	-	-
<u>Parks, Recreation & Open Space/ Capital Projects Fund</u>	Frontier Trails Conservation Area	100,000	G, CIP-FB	100,000	NF	223,500	NF	689,650	NF	841,500	NF
	Calusa Corners Park	50,000	G	296,000	NF	503,225	NF	195,500	NF	211,000	NF
	PROS Entranceway Signage	15,000	GF Tfr	15,000	GF Tfr	15,000	GF Tfr	15,000	GF Tfr	15,000	GF Tfr
	Country Estates Park Perimeter Fencing Improvement	10,700	GF Tfr	45,353	NF	25,553	NF	10,178	NF	29,378	NF
	Southwest Meadows Sanctuary Park	211,095	NF	518,406	NF	518,406	NF	518,406	NF	518,406	NF

=	Sunshine Ranches Equestrian Park Playground Rehabilitation	25,700	NF	-	-	-	-	-	-	-	-
	=	=	=	=	=	=	=	=	=	=	=
Public Works: Engineering/ Transportation Fund	Transportation Surface Drainage & Ongoing Rehab (TSDOR)	965,000	TFB,GF Tfr (mill=.3612)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)
	Drainage Improvement Projects	805,510	G, GF Tfr	100,000	GF Tfr	100,000	GF Tfr	100,000	GF Tfr	100,000	GF Tfr
	Pavement Striping and Markers	20,000	GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr
	Guardrails Installation Project	10,000	TFB	100,000	NF	100,000	NF	100,000	NF	100,000	NF
	SW 210 Terrace Roadway Improvement	150,000	NF	95,000	NF	704,500	NF	704,500	NF	-	-
	Townwide Entranceway Signage	15,000	NF	15,000	NF	15,000	NF	15,000	NF	15,000	NF
	Street Lighting	-	-	25,000	TFB	201,000	NF	196,000	NF	-	-
	=	=	=	=	=	=	=	=	=	=	=
	PROJECT TOTALS	\$2,636,820	\$1,999,759	\$2,981,184	\$3,119,234	\$7,805,284	\$1				

Funding Source Code	Funding Source Name
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<u>CIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>DEBT</u>	<u>DEBT General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Assessment</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>
<u>GF-FB</u>	<u>General Fund Fund Balance</u>
<u>GF-Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>
<u>VFF-FB</u>	<u>Volunteer Fire Fund Fund Balance</u>

**Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2019 - FY 2023**

Department Name	Project Name	FY 2019		FY 2020		FY 2021		FY 2022		FY 2023		Total
Public Safety/ General Fund & Capital Projects Fund	Fire Station Alerting System	80,000	FA	-	-	-	-	-	-	-	-	80,000
	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA	150,000
	Public Safety-Fire Rescue Modular Facilities	160,000	GF-FB	-	-	-	-	-	-	-	-	160,000
	Volunteer Fire Rescue Extraction & Thermo Imaging Equipment	46,040	NF	-	-	-	-	-	-	-	-	46,040
	Emergency Operations Center	-	-	-	-	-	-	-	-	5,400,000	NF	5,400,000
Townwide /Capital Projects Fund	Town Hall Complex Safety, Drainage & Mitigation Improvements	5,000	CIP-FB	166,575	CIP-FB, G	-	-	-	-	-	-	171,575
Parks, Recreation & Open Space/ Capital Projects Fund	Frontier Trails Conservation Area	75,000	GF Tfr	125,000	NF	223,500	NF	689,650	NF	841,500	NF	1,954,650
	Country Estates Park	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	NF	1,065,000
	PROS Entranceway Signage	60,000	NF	40,000	NF	-	-	-	-	-	-	100,000
	Calusa Corners Park	50,000	NF	296,000	NF	503,225	NF	195,500	NF	211,000	NF	1,255,725
	Country Estates Park Ballfield Improvement	31,726	NF	-	-	-	-	-	-	-	-	31,726
	Sunshine Ranches Equestrian Park Playground Rehabilitation	25,700	NF	-	-	-	-	-	-	-	-	25,700
	Southwest Meadows Sanctuary Park	211,095	NF	518,407	NF	518,407	NF	518,407	NF	518,407	NF	2,284,723

-												
Public Works: Engineering/ Transportation Fund	Drainage Improvement Projects	674,250	TFB,GF Tfr, G	485,000	GF Tfr, G	92,000	GF Tfr	92,000	GF Tfr	138,000	GF Tfr	1,481,250
	Transportation Surface Drainage & Ongoing Rehabilitation (TSDOR)	450,000	GF Tfr (mill=.3342)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	2,430,000
	Pavement Striping and Markers	26,735	NF	33,265	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	210,000
	Guardrails Installation Project	440,000	NF	390,000	NF	205,000	NF	205,000	NF	-	-	1,240,000
	SW 210 Terrace Roadway Improvement	150,000	NF	95,000	NF	704,500	NF	704,500	NF	-	-	1,654,000
	Townwide Entranceway Signage	10,000	NF	10,000	NF	10,000	NF	10,000	NF	-	-	40,000
	Street Lighting	-		25,000	TFB	201,000	NF	196,000	NF	-	-	422,000
	PROJECT TOTALS		\$2,675,546		\$2,884,247		\$3,272,632		\$3,415,632		\$7,954,332	

<u>Funding Source Code</u>	<u>Funding Source Name</u>
<u>CIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>DEBT</u>	<u>DEBT-General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Assessment</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>
<u>GF-FB</u>	<u>General Fund Fund Balance</u>
<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>

PROPOSED FY 2018-2019 ANNUAL UPDATE TO CIE

CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

CAPITAL IMPROVEMENTS ELEMENT

The purpose of the Capital Improvements Element is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the Level of Service (LOS) standards adopted in the comprehensive plan are achieved and maintained through at least the five-year planning horizon.

Public Facility Needs

Transportation including Mass Transit

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2018-2023): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

All Town owned and maintained roadways operate at or above the adopted LOS Standard, and are projected to continue to do so within the five year planning period, except for Dykes Road (160th Avenue), which is currently over capacity at its intersections with both Griffin Road and Sheridan Street. Dykes Road is a two lane regional collector spanning the Town from north to south (approximately 2.5 miles) that connects the densely populated cities of Miramar, Pembroke Pines and Weston, via the sparsely populated Town of Southwest Ranches. Within Southwest Ranches, the road functions as more of a conduit for extra-jurisdictional traffic and local residential access than it does as a local collector (as evidenced by only one full intersection bookended by two other jurisdictions, and the predominating one dwelling unit per acre residential future land use map designation of the corridor). The few properties within the corridor designated for nonresidential use (Community Facility) are developed, and the remainder of properties and the few streets feeding into Dykes Road are designated residential at one dwelling unit per acre, and thereby constitute de minimis impacts. Therefore, the Town does not plan to improve Dykes Road. Mass Transit facilities are provided by Broward County Transit.

The following documents are hereby incorporated by reference:

- * Broward County Transportation Improvement Program for FY 2018/19 – 2022/23
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2035
- *FDOT Adopted Work Program FY 2018/19 – 2022/23

Sanitary Sewer

The 60-acre Coquina Commercial Center at the Town's southern boundary and the New Testament Church at the Town's northern boundary are served by the City of Sunrise sanitary sewer system. The City of Sunrise Utilities Department maintains a retail service agreement with these two locations. The only other properties served by

centralized sanitary sewer are within the Cooper City service area, which covers frontage properties on Flamingo Road at the Town's eastern boundary, and the Stone Creek at Sunshine Ranches neighborhood (eight single-family homes). Included in this service area are St. Mark's Church and Archbishop McCarthy High School. All other properties in the Town utilize private septic tank systems. The Town is not involved in any manner with sanitary sewer service and thus, has no capital expenditures related to sanitary sewer service.

Potable Water

The Town does not maintain potable water treatment or distribution facilities and thus, does not have any capital improvement expenditures related to the supply or distribution of potable water. At least 90 percent of the households in the Town of Southwest Ranches are supplied with potable water via an on-site domestic self supply system (private well). The remaining ten percent of households have the option to connect to public water systems, but do not need to. The City of Sunrise, and Cooper City maintain retail service agreements with properties connected to their systems located in the Town of Southwest Ranches, however, the Town itself is not involved in any manner with potable water service, and thus, has no capital expenditures related to potable water service.

The August 27, 2008 Sunrise 10-Year Water Supply Facilities Work Plan is hereby incorporated by reference.

Solid Waste

Collection and disposal of Solid Waste are the responsibility of contracted haulers and Broward County Solid Waste Division. The Town of Southwest Ranches maintains agreements with these entities to ensure that solid waste is collected and disposed of according to the terms of the contract and within all safety regulations. No public capital improvements are needed to maintain the adopted level of service standards. All agreements are currently up-to-date and will be continuously monitored as needed.

The Broward County Capital Improvements Program FY 2018/19 – 2022/23 is hereby incorporated by reference.

Drainage

Primary and secondary drainage within the Town is the responsibility of two independent drainage districts, each with regulatory, taxing and bonding authority. The drainage districts are responsible for the establishment and maintenance of all primary and secondary canals within the Town, and review development permits for compliance with their respective LOS Standards, which the Town has adopted. Both drainage basins function at their respective adopted LOS Standards.

The Town has adopted a Comprehensive Tertiary Drainage Master Plan. This conceptual plan identifies the general pathways (swales and drainage easements) that stormwater uses to make its way to the canal system. The purpose of the plan is to speed the clearance of stormwater from streets and yards after major storm events. A principal means of implementing the plan is enforcing proper swale grading and driveway swale cross-sections when new homes are constructed and when driveways are added or re-graded. The plan and the conceptual improvements it identifies are not necessary for maintaining the adopted LOS Standard, and do not impose a capital obligation upon the Town.

The Town may undertake targeted improvements from time to time when funds are available, in order to compliment drainage district canal improvements and to improve the drainage from storm events that exceed the design storm events for which the adopted LOS Standards are based. There are no existing or projected drainage LOS deficiencies identified in the comprehensive plan over the next five years.

Parks and Recreation

The adopted parks and recreation level of service standard of the Town of Southwest Ranches is to provide six acres of local and community park land per 1,000 residents. Currently, the Town owns a total of 153.54 acres of park land. According to the adopted comprehensive plan, the demand for local and community parks and recreation facilities in the year 2019, the long term planning horizon, will be 58.38 acres. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trails, picnic areas, boat ramps, and play areas.

Schools

The uniform, district-wide adopted LOS is 100 percent of gross capacity (with relocatable classrooms) for each public elementary, middle, and high school within Broward County. The adopted LOS will be met within the short and long range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP.

The School Board of Broward County District Educational Facilities Plan FY 2018/19 – 2022/23 is hereby incorporated by reference.

Public Education and Public Health Systems

Public Education Facilities

There are no public education facilities within the Town of Southwest Ranches.

Public Health Facilities

There are no public health facilities located within the Town of Southwest Ranches.

Existing Revenue Sources and Funding Mechanisms

The Town of Southwest Ranches has established four revenue and expenditure fund categories: general, transportation, debt service, and capital. As common with most other local governments, the largest of these fund categories is the general fund which is used to pay for all personnel and operating expenditures. The transportation fund is used to pay for general road maintenance, traffic studies, traffic calming and other transportation-related activities. The debt service fund is established to set aside all money needed to repay debt issuances. Finally, the capital fund is established to pay for all major capital improvements that have a life of three or more years.

Below is an inventory of revenue sources, organized by fund category, which are available to the Town of Southwest Ranches.

General Fund

As stated above, the Town's General Fund is the largest of four funds established by the Town. Fund revenues include taxes, franchise fees, licenses and permits, fines and forfeitures, charges for services, and other miscellaneous service fees. General Fund expenditures include all operating and personnel expenditures and the allocation of monetary reserves.

Transportation Fund

Transportation Fund revenues include intergovernmental revenues which are made up of local option and gas taxes, revenue transfers from general funds, and unexpended reserves from previous years. Fund revenues are typically dedicated to road maintenance activities, traffic studies, and other transportation-related activities.

Debt Service Fund

The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

Capital Fund

The capital fund was established to track and plan for all major capital projects of the Town. Revenues to pay for capital expenses typically come from intergovernmental revenues including grants, transfers from the general fund, and various lines of credit and bonding mechanisms.

ANALYSIS

The element is based on the following analyses which support the comprehensive plan.

Current local practices that guide the timing and location of construction, extension, or increases in capacity of each public facility.

The Town of Southwest Ranches reviews the impact of all new development on drainage, parks and recreation, and transportation facilities. It also coordinates with Broward County in the permitting process to ensure that all new development meets any adopted LOS standards of the county. The Town relies upon its comprehensive plan to identify any projected LOS deficiencies or needs for capacity increases. At this time, there are no deficiencies projected to occur in the five year capital improvement planning horizon.

Fiscal implication of existing deficiencies

As indicated in the section on public facility needs, above, there are no existing deficiencies in the Town of Southwest Ranches in which the Town is financially responsible. All of the existing transportation deficiencies identified are to be funded and corrected exclusively by Broward County as indicated in the Broward County MPO Cost Feasible Long Range Transportation Plan.

Impacts of public education and public health systems on infrastructure

There are no public education or public health facilities in the Town of Southwest Ranches. As such, there are no impacts of these systems on the Town's infrastructure.

Timing of Capital Improvements

The Town continues to schedule improvements so that they are available concurrent with the impact of development in accordance with Chapter 163, Florida Statutes.

Ability to Fund Capital Improvements

The Town does not have any planned capital improvement projects needed to maintain adopted level of service standards. Shown in Appendix D is the five-year schedule of capital improvements (SCI) for facilities subject to concurrency evaluations. All capital improvements included in the table are enhancements to public facilities already meeting adopted level of service standards. The ability to fund these capital improvements is demonstrated in a balance of revenues and expenditures as shown in Appendices A and B.

Summary and Conclusions

The Town of Southwest Ranches has successfully secured the public facilities needed through capital improvement planning to implement the comprehensive plan as currently adopted. There are no further capital improvements that need to be funded over the next five years in order to meet adopted level of service standards.

Appendix A: Five-Year Forecast of Capital Expenditures (Capital Improvements Program)

Five Year Capital Improvement Plan ~~All Funds Project Expenditure Summary FY 2018 – FY 2022~~

Department Name	Project Name	FY 2018	-	FY 2019	-	FY 2020	-	FY 2021	-	FY 2022	-	Total
Public Safety/ General Fund & Capital Projects Fund	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA	150,000
	Fire Rescue Modular Facilities	216,315	CIP-FB, GF-FB	-	-	-	-	-	-	-	-	216,315
	Emergency Operations Center	-	-	-	-	-	-	-	-	5,400,000	NF	5,400,000
	-	-	-	-	-	-	-	-	-	-	-	-
Townwide/Capital Projects Fund	Town Hall Complex Safety, Lightning and Drainage Improvements	12,500	CIP-FB	115,000	GF Tfr, CIP-FB	-	-	-	-	-	-	127,500
	-	-	-	-	-	-	-	-	-	-	-	-
Parks, Recreation & Open Space/ Capital Projects Fund	Frontier Trails Conservation Area	100,000	G, CIP-FB	100,000	NF	223,500	NF	689,650	NF	841,500	NF	1,954,650
	Calusa Corners Park	50,000	G	296,000	NF	503,225	NF	195,500	NF	211,000	NF	1,255,725
	PROS Entranceway Signage	15,000	GF Tfr	15,000	GF Tfr	15,000	GF Tfr	15,000	GF Tfr	15,000	GF Tfr	75,000
	Country Estates Park Perimeter Fencing Improvement	10,700	GF Tfr	45,353	NF	25,553	NF	10,178	NF	29,378	NF	121,162
	Southwest Meadows Sanctuary Park	211,095	NF	518,406	NF	518,406	NF	518,406	NF	518,406	NF	2,284,719
	Sunshine Ranches Equestrian Park Playground Rehabilitation	25,700	NF	-	-	-	-	-	-	-	-	25,700
	-	-	-	-	-	-	-	-	-	-	-	-

Public Works: Engineering/ Transportation Fund	Transportation Surface Drainage & Ongoing Rehab (TSDOR)	965,000	TFB,GF Tfr (mill=.3612)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	2,945,000
	Drainage Improvement Projects	805,510	G, GF Tfr	100,000	GF Tfr	100,000	GF Tfr	100,000	GF Tfr	100,000	GF Tfr	1,205,510
	Pavement Striping and Markers	20,000	GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	220,000
	Guardrails Installation Project	10,000	TFB	100,000	NF	100,000	NF	100,000	NF	100,000	NF	410,000
	SW-210 Terrace Roadway Improvement	150,000	NF	95,000	NF	704,500	NF	704,500	NF	-	-	1,654,000
	Townwide Entranceway Signage	15,000	NF	15,000	NF	15,000	NF	15,000	NF	15,000	NF	75,000
	Street Lighting	-	-	25,000	TFB	201,000	NF	196,000	NF	-	-	422,000
	-	-	-	-	-	-	-	-	-	-	-	-
	PROJECT TOTALS	\$2,636,820		\$1,999,759		\$2,981,184		\$3,119,234		\$7,805,284		\$18,542,281

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes

GF-FB	General Fund Fund Balance
GF-Tfr	General Fund Transfer from Operating Revenues
NE	Not Funded
TFB	Transportation Fund Fund Balance
VFF-FB	Volunteer Fire Fund Fund Balance

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program

Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service. All projects are subject to available funding.

~~Five Year Capital Improvement Plan – All Funds Funding Source Summary~~ ~~FY 2018 – FY 2022~~

-	Source Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total	
CIP-FB	Capital Projects Fund Fund Balance	204,030	16,575	-	-	-	220,605	
DEBT	DEBT-General Obligation or otherwise	-	-	-	-	-	-	
FA	Fire Assessment	30,000	30,000	30,000	30,000	30,000	150,000	
G	Grant Funding	620,000	-	-	-	-	620,000	
GAS	Local Option Gas Taxes	-	25,000	25,000	25,000	25,000	100,000	
GF-FB	General Fund Fund Balance	44,785	-	-	-	-	44,785	
GF Tr	General Fund Transfer from Operating Revenues	831,210	733,425	635,000	635,000	635,000	3,469,635	
NF	Not Funded	401,795	1,169,759	2,291,184	2,429,234	7,115,284	13,407,256	
TFB	Transportation Fund Fund Balance	505,000	25,000	-	-	-	530,000	
VFF-FB	Volunteer Fire Fund Fund Balance	-	-	-	-	-	-	
		-						-
Totals		2,636,820	1,999,759	2,981,184	3,119,234	7,805,284	18,542,281	

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2019 - FY 2023

Department Name	Project Name	FY 2019		FY 2020		FY 2021		FY 2022		FY 2023		Total
Public Safety/ General Fund & Capital Projects Fund	Fire Station Alerting System	80,000	FA	-		-		-		-		80,000
	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA	150,000
	Public Safety-Fire Rescue Modular Facilities	160,000	GF-FB	-		-		-		-		160,000
	Volunteer Fire Rescue Extraction & Thermo Imaging Equipment	46,040	NF	-		-		-		-		46,040
	Emergency Operations Center	-	-	-		-		-		5,400,000	NF	5,400,000
-												
Townwide /Capital Projects Fund	Town Hall Complex Safety, Drainage & Mitigation Improvements	5,000	CIP-FB	166,575	CIP-FB, G	-		-		-		171,575
	-											
Parks, Recreation & Open Space/ Capital Projects Fund	Frontier Trails Conservation Area	75,000	GF Tfr	125,000	NF	223,500	NF	689,650	NF	841,500	NF	1,954,650
	Country Estates Park	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	NF	1,065,000
	PROS Entranceway Signage	60,000	NF	40,000	NF	-		-		-		100,000
	Calusa Corners Park	50,000	NF	296,000	NF	503,225	NF	195,500	NF	211,000	NF	1,255,725
	Country Estates Park Ballfield Improvement	31,726	NF	-		-		-		-		31,726
	Sunshine Ranches Equestrian Park Playground Rehabilitation	25,700	NF	-		-		-		-		25,700

	Southwest Meadows Sanctuary Park	211,095	NF	518407	NF	518407	NF	518407	NF	518407	NF	2,284,723	
Public Works: Engineering/ Transportation Fund	Drainage Improvement Projects	674,250	TFB,GF Tfr, G	485,000	GF Tfr, G	92,000	GF Tfr	92,000	GF Tfr	138,000	GF Tfr	1,481,250	
	Transportation Surface Drainage & Ongoing Rehabilitation (TSDOR)	450,000	GF Tfr (mill=.3342)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	2,430,000	
	Pavement Striping and Markers	26,735	NF	33,265	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	210,000	
	Guardrails Installation Project	440,000	NF	390,000	NF	205,000	NF	205,000	NF	-	-	1,240,000	
	SW 210 Terrace Roadway Improvement	150,000	NF	95,000	NF	704,500	NF	704,500	NF	-	-	1,654,000	
	Townwide Entranceway Signage	10,000	NF	10,000	NF	10,000	NF	10,000	NF	-	-	40,000	
	Street Lighting	-	-	25,000	TFB	201,000	NF	196,000	NF	-	-	422,000	
	PROJECT TOTALS		\$2,675,546		\$2,884,247		\$3,272,632		\$3,415,632		\$7,954,332	\$20,202,389	

<u>Funding Source Code</u>	<u>Funding Source Name</u>
<u>CIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>DEBT</u>	<u>DEBT-General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Assessment</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>
<u>GF-FB</u>	<u>General Fund Fund Balance</u>
<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>

Source: Town of Southwest Ranches, Florida Adopted FY 2019 Budget

Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service. All projects are subject to available funding.



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 1/24/2019
SUBJECT: Implementation of Performance Measures to Achieve Eligibility For Community Rating System (CRS)

Recommendation

Consideration of approval of a Resolution implementing seven (7) performance measures to achieve eligibility to participate in the Community Rating System (CRS).

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town of Southwest Ranches has been a National Flood Insurance Program (NFIP) participant in good standing since 2004, and seeks to improve its flood resiliency by participating in the CRS. The CRS program helps communities improve flood resiliency and rewards them by offering a discount on flood insurance premiums.

The CRS is a voluntary program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP standards. It is a points-based system, with each 500 points earned resulting in a 5% reduction in annual flood insurance premiums for the community's residents and property owners.

The State developed seven (7) performance measures that ensure key regulatory standards of the NFIP are implemented as a condition for joining the CRS. When adopted and implemented by communities, the performance measures will improve flood resiliency and enable municipalities to benefit from Florida's statewide uniform CRS credits. These respective credits will allow communities to increase their number of CRS points, which equates to additional savings for flood insurance policyholders.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2017 Municipal Transportation Fund account #101-5100-541-31010 (Professional Services / Studies / Surveys).

Staff Contact:

Rod Ley, P.E., Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
CRS Performance Measures - TA Approved	1/17/2019	Resolution

RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSURING THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT, AND THE DEPARTMENT OF HOMELAND SECURITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WITH EFFECTIVE ENFORCEMENT, TO IMPLEMENT AN NFIP-COMPLIANT PROGRAM; VESTING THE TOWN'S FLOODPLAIN ADMINISTRATOR WITH THE RESPONSIBILITY, AUTHORITY, AND MEANS TO IMPLEMENT PERFORMANCE MEASURES TO ACHIEVE ELIGIBILITY FOR THE COMMUNITY RATING SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches has been a National Flood Insurance Program (NFIP) participant in good standing since 2004, and seeks to improve its flood resiliency by participating in the Community Rating System (CRS); and

WHEREAS, the Town has designated special flood hazard areas on NFIP insurance rate maps that were adopted on August 18, 2014, and the community has six-hundred twenty-nine (629) policies; and

WHEREAS, the Town has reviewed and has re-dedicated itself to meeting all requirements for joining the NFIP that it adopted by Resolution when it first joined the voluntary NFIP; and

WHEREAS, the Town has been determined to be compliant by the Florida Division of Emergency Management by virtue of a Community Assistance Visit (CAV) that was closed on December 19, 2018; and

WHEREAS, the Town has developed and is actively implementing "performance measures" to ensure that its floodplain management program meets and exceeds the minimum requirements of the NFIP; and

WHEREAS, it is the intent of this Council to participate in the CRS program and strive to exceed the minimum NFIP requirements set forth in Parts 59, 60, and 65 of the National Flood Insurance Program Regulations (Title 44 of the Code of Federal Regulations), and by implementing the Florida's unified minimum CRS credits will act to adopt additional measures that may improve its CRS rating; and

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

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

Section 2. The Town Council hereby assures the State of Florida Division of Emergency Management and the Department of Homeland Security's Federal Emergency Management Agency (FEMA) that it will enact as necessary, and maintain in force in those areas having flood, or flood-related hazards, adequate land use and floodplain regulations with effective enforcement provisions necessary to implement an NFIP-compliant program, and to implement the seven (7) performance measures required to ensure consistency with enhanced performance measures to participate in the CRS program as referenced and incorporated herein; and

Section 3. The Town Council hereby vests the Town's floodplain administrator and their associates with this responsibility, authority, and means to implement the following performance measures which are incorporated by reference:

1. Adopt a flood damage prevention ordinance based on the State model that is coordinated with the Florida Building Code.
2. Conduct annual inspections of development of Special Flood Hazard Areas (SFHA) to be reported annually that addresses identified compliance issues to be resolved through enforcement and mitigations to the maximum extent possible.
3. Administer a flood zone permit application for regulating all development in SFHAs with procedures and checklists approved by State and Region IV.
4. Ensure accurate completion of all elevation certificates before vertical construction and prior to issuance of certificates of occupancy.
5. Annually disseminate letters to utility companies concerning tanks that must be elevated above the base flood elevation.
6. Administer substantial improvement / damage determination procedures approved by State and Region IV staff and maintenance of permanent records of determinations.
7. Provide DFIRMs or links to DFIRMs and elevation certificates on the community's website where feasible.

The Town also agrees to take such other official action as may be reasonably necessary to carry out the objectives of the CRS program.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of January, 2019 on a motion by _____ and seconded by _____.

McKay _____
Jablonski _____
Fisikelli _____
Hartmann _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney



Town of Southwest Ranches
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Southwest Ranches, FL 33330-2628

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Bob Hartmann, *Council Member*
Denise Schroeder, *Council Member*

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, P.E., Town Engineer
DATE: 1/24/2019
SUBJECT: Approval of Work Proposal for a Bacterial Pollution Control Plan

Recommendation

Council consideration and approval to execute a work proposal for E-Sciences Incorporated to complete the Bacterial Pollution Control Plan as required by the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Storm Sewer System (MS4) Permit Number FLS000016-004.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town is located in the drainage basin for the C-11 (South New River) Canal, identified by the Florida Department of Environmental Protection as a water body identification number (WBID) 3279. A Total Maximum Daily Load (TMDL) was established for this canal for fecal coliform, which was identified as the cause pollutant. According to the Town's NPDES MS4 permit the Town must complete a Bacterial Pollution Control Plan (BPCP) by June 2020.

E-Sciences, Inc. has completed the Town of Southwest Ranches NPDES Annual Report for the last five years. They have actively been involved in Broward County with this permit.

E-Sciences is preparing a BPCP for the C-11 Canal for the City of Weston. The Town will coordinate with the City of Weston, which is a co-permittee, on some tasks and the preparation of the BPCP, and the costs for these joint activities will be split between the Town and Weston.

The City of Fort Lauderdale competitively bid RFQ No. 256-11587 for General Environmental Engineering Consulting Services. On February 2, 2016, the City of Fort Lauderdale, Florida executed an agreement with E-Sciences for General Environmental Engineering Consulting Services.

Therefore, the Town desires to piggyback the City of Fort Lauderdale's contract for these services.

Fiscal Impact/Analysis

E-Sciences Inc. will perform the entire scope of services for \$16,000. However, the fee for items 3, 4, 6, 8, and 9 of the attached scope will be equally divided between the City of Weston and the Town of Southwest Ranches. Therefore, the Town's portion of the costs is a not to exceed amount of \$11,000. Funding has been provided for, as well as approved as part of the current FY 2018/2019 budget process and is available within the Municipal Transportation Fund – Professional Services / Studies / Surveys (101-5100-541-31010) account.

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Bacterial Pollution Control Resolution - TA Approved	1/17/2019	Resolution
Proposal	12/21/2018	Exhibit
E-Science Agreement - Ft. Lauderdale	12/21/2018	Exhibit

RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER BY PIGGYBACKING OFF OF THE CITY OF FORT LAUDERDALE'S AGREEMENT WITH E-SCIENCES INCORPORATED IN THE AMOUNT OF ELEVEN THOUSAND DOLLARS AND ZERO CENTS (\$11,000.00) FOR ENVIRONMENTAL PERMITTING SERVICES FOR THE BACTERIAL POLLUTION CONTROL PLAN IN ACCORDANCE WITH THE TOWN'S FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NUMBER FLS000016-004; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is located in the drainage basin for the C-11 (South New River) Canal, identified by the Florida Department of Environmental Protection (FDEP) as water body identification number (WBID) 3279; and

WHEREAS, a Total Maximum Daily Load (TMDL) was established for this canal for fecal coliform, which was identified as the causative pollutant; and

WHEREAS, the Town must prepare a Bacterial Pollution Control Plan as required by FDEP National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Number FLS000016-004; and

WHEREAS, the City of Weston is a co-permittee of the NPDES MS4 permit; and

WHEREAS, E-Sciences Incorporated is preparing the plan for the other Broward County co-permittees; and

WHEREAS, there is a cost savings by sharing costs for this work with the co-permittees, which is reflected in E-Sciences Inc.'s proposal; and

WHEREAS, the City of Fort Lauderdale competitively bid RFQ No. 256-11587 for General Environmental Engineering Consulting Services; and

WHEREAS, on February 2, 2016, the City of Fort Lauderdale, Florida executed an agreement with E-Sciences for General Environmental Engineering Consulting Services; and

WHEREAS, the Town desires to piggyback off of the City of Fort Lauderdale's contract for these services; and

WHEREAS, funding has been provided for, as well as approved as part of the current FY 2018/2019 budget process, and is available within the Municipal Transportation Fund – Professional Services / Studies / Surveys (101-5100-541-31010) account; and

WHEREAS, the Town's Bacterial Pollution Control Plan as required by the NPDES MS4 permit must be completed by June 2020; and

WHEREAS, the Town Council believes that the approval of this purchase order to complete the Bacterial Pollution Control Plan is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2: The Town Council hereby approves a purchase order to E-Sciences Inc. in the amount of Eleven Thousand Dollars and Zero Cents (\$11,000.00) for environmental permitting services for the preparation of the Bacterial Pollution Control Plan as required by FDEP National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Number FLS000016-004 for the improvements in substantially the same form as that attached hereto as Exhibit "A".

Section 3: Approval. The Town Council hereby authorizes the Town Administrator to execute a purchase order in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions, which they deem necessary to effectuate the intent of this Resolution.

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of January, 2019 on a motion by _____ and seconded by _____.

McKay _____
Jablonski _____
Fisikelli _____
Hartmann _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

32347889.1



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

October 25, 2018

Mr. Rod Ley
Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

**Subject: Proposal to Provide Bacterial Pollution Control Plan Assistance
NPDES Permit #FLS000016-004
Southwest Ranches, Broward County, Florida
E Sciences Proposal Number 2-0876-P11**

Dear Mr. Ley:

E Sciences, Incorporated (E Sciences) is pleased to submit this proposal to the Town of Southwest Ranches (Town) to provide assistance in preparation of the Bacterial Pollution Control Plan as required by the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Number FLS000016-004 for the Broward County co-permittees, which includes Southwest Ranches.

Included, and incorporated as part of this proposal, is the background information, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

BACKGROUND INFORMATION

The Town is located in the drainage basin for the C-11 (South New River) Canal, identified by the FDEP as water body identification number (WBID) 3279. A Total Maximum Daily Load (TMDL) was established for this canal for fecal coliform (now generally referred to as bacteria), which was identified as the causative pollutant. In accordance with Part VIII.B.3, the Town submitted a Prioritization Report to FDEP that provided a schedule for implementing best management practices (BMPs) for adopted or established TMDLs. The schedule for WBID 3279 that was approved by FDEP indicated that a Bacterial Pollution Control Plan (BPCP) in accordance with Part VIII.B.4 of the Town's NPDES MS4 permit will be completed by June 2020.

To address the requirements of Part VIII.B.4 and the causative pollutant identified in the TMDL, E Sciences will prepare a BPCP for C-11 (South New River) Canal, WBID 3279. It is understood that the Town will be coordinating with the City of Weston, which also prioritized

WBID 3279, on some tasks and the preparation of the BPCP, and that the costs for these joint activities will be split between the two co-permittees.

PROPOSED SCOPE OF SERVICES

E Sciences will provide project management and technical assistance to the Town's staff to complete the requirements of Part VIII.B.4 of the NPDES Phase I MS4 Permit. Following is a general description of the tasks anticipated to prepare the BPCP:

1. Review background information relevant to the TMDL to gain an understanding of the information that has been collected and possible sources of bacteria to the Town's MS4. This could include downloading and/or creating GIS layers as needed. Possible sources may include, but are not limited to, human waste disposal facilities/areas, agricultural and domestic animal areas/services, and food sources of bacteria and bacteria runoff, including dumpsters.
2. Review inspection and maintenance records, training records, sampling records, and reported incidences of illicit discharges for the Town's MS4 system located within the impaired basin.
3. Coordinate a kickoff meeting with stakeholders, which may include representatives from the Town, City of Weston, Broward County, the Florida Department of Transportation (FDOT), the Florida Department of Health (DOH), the Florida Department of Agriculture and Consumer Services (FDACS), the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), various Drainage District(s) as applicable, and other interested parties identified by the Town. The goal will be to educate and gain support from attendees on the impairment status of the C-11 Canal and upcoming events to identify potential causes and corrective actions. This activity will be conducted jointly with the City of Weston.
4. Coordinate a Maps on the Table session to identify and mark areas of concern of possible fecal coliform sources on a map that will be used during the Walk the WBID field event (discussed below). Attendees will share their knowledge of the land uses, infrastructure and standard operating procedures to better acquaint themselves with the conditions in the C-11 Canal watershed. This activity will be conducted jointly with the City of Weston.
5. Conduct a "Walk the WBID" field reconnaissance to gain a better understanding of the impaired basin; identify any off-site contributions; and identify potential pollutant sources.
6. Develop a BPCP in accordance with Part VIII.B.4 of the NPDES MS4 permit and current FDEP guidance "Restoring Bacteria Impaired Waters" dated August 2018 for the Town's review and approval. The BPCP will include a summary of the findings and activities

- conducted, sources identified, summary of existing pollutant load reduction management actions, and recommendations for additional management actions and schedule for implementation (if necessary). The BPCP be prepared jointly with the City of Weston.
7. Incorporate the Town's comments, if necessary, on the draft submittal.
 8. Submittal of a final BPCP for the Town to FDEP.
 9. Coordinate with Town, City of Weston, and Broward County throughout the process.

FEE

We propose performing the above scope of services for not to exceed fee of \$16,000, however, the fee for scope items 3, 4, 6, 8, and 9 above will be divided equally between the City of Weston and the Town. Therefore, assuming both the City of Weston and the Town authorize us to provide the services described herein, the Town's not to exceed fee will be \$11,000.00. Services beyond those described herein will be invoiced in accordance with our mutually agreed schedule of fees at the applicable rates. E Sciences will notify you, prior to proceeding, of additional costs necessary to complete the project. Please note that payment of our invoice is due upon receipt.

SCHEDULE

We can begin preliminary coordination upon authorization to proceed. Once we have had the kickoff meeting with the County, and other stakeholders and agencies, we can develop a schedule for submitting the final BPCP. It is understood that the Town would like to complete and submit the BPCP no later than September 30, 2019. Please see **Table 1** below for the Proposed BPCP Implementation Schedule, which provides the time frame needed to complete each task in order to meet the September 2019 date. We have already coordinated with FDEP on the feasibility of submitting the BPCP early, and they indicated that is not a problem. We have also received tentative agreement from the City of Weston, but the details still have to be finalized.

Table 1. Proposed BPCP Implementation Schedule

Task #	Task Description	Timeframe for Completion
1	Source Identification	In progress by Town through December 2018
2	Kick of Meeting	January-March 2018 (with task 3)
3	Maps on Table Meeting	January-March 2018 (with task 2)
4	Walk the WBID	April 2018
5	Prepare draft BPCP	May/June 2018
6	Update BPCP with Town's comments	July/August 2018
7	Finalize and submit BPCP	September 2018

AUTHORIZATION

As our written authorization, please complete, sign, initial each page and return one copy of the attached Services Agreement. To expedite authorization, a signed facsimile or email of the Services Agreement, including an initialed copy of each page of the terms and conditions, will be acceptable followed by a signed original hard copy by mail. Additional special requirements not covered in the proposal, should be listed on the attached Services Agreement for discussion prior to project initiation. Please note that the terms and conditions contained within the Services Agreement are a part of this proposal.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at (954) 484-8500.

Sincerely,
E SCIENCES, INCORPORATED



Rachel E. Vitek, GISP
Project Scientist



Patricia L. Gertenbach
Senior Associate

Attachments:
Attachment 1: Services Agreement

SERVICES AGREEMENT

Project Name NPDES BPCP Support
 Project Location Town of Southwest Ranches, Broward County
 Proposal No. and Date 2-0876-P11

CLIENT

Name: Town of Southwest Ranches
 Authorized Contact Person: Mr. Rod Ley
 Address: 13400 Griffin Road, Southwest Ranches, FL 33330
 Phone Number: 954-343-7444
 Fax Number: 954-434-1490
 Address Billing to: same
 Special Instructions:

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** E SCIENCES, Incorporated ("E SCIENCES") is an independent consultant. For valuable consideration received, E SCIENCES agrees to provide Client, for its sole benefit and exclusive use, the consulting services ("Services") set forth in the proposal referenced above ("Proposal"), which is incorporated by reference. There are no third party beneficiaries to this Services Agreement ("Agreement").
2. **STANDARD OF CARE.** E SCIENCES will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of E SCIENCES' profession practicing in the same or similar locality at the time the Services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.
3. **PAYMENT TERMS.** Client agrees to pay E SCIENCES' invoice within 30 days from the date of E SCIENCES' invoice, Client agrees to pay 1.5% per month, or highest rate allowed by law, which ever is lower, on the past due amount from the date of the invoice plus hourly rates for E SCIENCES' employees, expenses and attorneys fees incurred by E SCIENCES to collect the amount due E SCIENCES under this agreement. E SCIENCES may suspend services if payment of any invoiced amount is not received by E SCIENCES, within 30 days. Client receipt of invoice will be presumed three days after mailing with adequate first class postage attached. Timely payment of E SCIENCES' invoices shall be a condition precedent to any claim against E SCIENCES and failure to timely pay any invoice shall constitute a waiver of any and all claims against E SCIENCES, including but not limited to those related to the Services described in this Proposal.
4. **INSURANCE.** E SCIENCES maintains the following insurance coverage:
 - a. Worker's Compensation Insurance – statutory amount.
 - b. Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - c. Automobile Liability Insurance- \$1,000,000 combined single limit.
 - d. Professional Errors & Omissions - \$1,000,000 per claim/\$2,000,000 aggregate.
5. **SAMPLE AND WASTE DISPOSAL.** Samples generally are consumed or altered during testing and are disposed of immediately upon completion of tests. If Client wishes E SCIENCES to retain any samples, at Client's written request, E SCIENCES will use its best efforts to retain preservable samples or the residue therefrom but only for a mutually acceptable time and for an additional charge. E SCIENCES reserves the right to refuse storage of any samples. Client agrees that E SCIENCES is not responsible or liable for loss of samples retained in storage. If Client requests E SCIENCES to containerize drilling wastes and/or fluids produced by E SCIENCES' activity ("Wastes"), Client will provide a secure storage location at or near the project site to prevent tampering with the Wastes. E SCIENCES will dispose of non-hazardous Wastes for an additional charge at an appropriately licensed facility. In the event that Samples or Wastes contain asbestos, toxic or hazardous constituents ("Contaminants"), E SCIENCES will either: 1) return the Samples or Wastes to Client for proper disposal; or 2) using a manifest signed by Client as generator and for an additional fee, have the Samples or Wastes transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of Samples and Wastes. Client recognizes and agrees that E SCIENCES is acting as a bailee, and at no time assumes title, constructive or express, to such Samples or Wastes.
6. **INDEMNITY.** Client agrees to defend, indemnify and save harmless E SCIENCES from all claims, including negligence claims, suits, losses, personal injuries, death and property liability arising from or related to this Agreement, whether such claims or damages are caused in whole or in part by E SCIENCES, and agrees to reimburse E SCIENCES for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Services provided by E SCIENCES. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any. Client's obligation to defend is severable from the indemnity obligations contained herein.
7. **DOCUMENTS.** All documents generated by E SCIENCES under this Agreement ("Work Product"), shall be E SCIENCES' sole property. E SCIENCES will furnish Client the agreed upon number of written reports and supporting documents for Client's exclusive internal use and reliance and for regulatory submittal in connection with the project or Services. Client agrees that under no circumstances shall any Work Product be distributed to any third parties, be published, used in advertising, or be reused at any location or for any project not expressly provided for in this Agreement without E SCIENCES' prior written permission. Any unauthorized use or distribution of E SCIENCES' Work Product shall be at Client's and recipient's sole risk and without liability to E SCIENCES.

If Client wishes to distribute E SCIENCES' Work Product to any third party, or desires any third party to rely on E SCIENCES' Work Product, Client and the third party must first contact E SCIENCES and execute E SCIENCES' Standard Secondary Client Agreement. Reports provided for disclosure of information only will not require a separate agreement. E SCIENCES makes no representation as to the suitability of E SCIENCES' report for the third party's purposes. Client acknowledges that E SCIENCES' report(s) shall reflect conditions only at the time of the study and may not reflect conditions at a later time. Client acknowledges that any request for E SCIENCES to release its Work Product to a third party creates a potential conflict of interest and agrees that its request for E SCIENCES to release any Work Product to a third party shall serve as a waiver of any conflict of interest.

Client agrees that all Work Product furnished by E SCIENCES, if not paid for pursuant to the terms hereof, or if improperly used, published or distributed, shall be returned to E SCIENCES upon demand, and will not be used for any purpose whatsoever. E SCIENCES may retain a file copy of its Work Product and related documents, including Client-provided documents.

E SCIENCES' Work Product provided to Client shall be the official base document. Any modifications of the Work Product by Client or its representatives shall be at Client's sole risk and without liability to E SCIENCES.

8. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR ADDITIONAL CONSIDERATION OF \$10.00, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, CLIENT AGREES THAT E SCIENCES' LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY, DUE TO E SCIENCES' BREACH OF CONTRACT OR NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS, WILL BE LIMITED TO \$50,000 OR AN AGGREGATE OF THE TOTAL FEES PAID BY CLIENT TO E SCIENCES UNDER THE PROPOSAL, WHICHEVER IS GREATER.

NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

CLIENT SHALL NOT BE ENTITLED TO ASSERT A CLAIM AGAINST E SCIENCES BASED ON ANY THEORY OF PROFESSIONAL NEGLIGENCE OR VIOLATION OF THE APPLICABLE STANDARD OF CARE UNLESS AND UNTIL CLIENT HAS OBTAINED THE WRITTEN OPINION FROM A LICENSED, INDEPENDENT AND REPUTABLE ENGINEERING AND/OR ENVIRONMENTAL PROFESSIONAL, AS APPROPRIATE TO THE SERVICES RENDERED, THAT E SCIENCES HAS VIOLATED THE APPLICABLE STANDARD OF CARE. CLIENT SHALL PROMPTLY PROVIDE SUCH WRITTEN INDEPENDENT OPINION TO E SCIENCES, AND THE PARTIES AGREE TO ENDEAVOR IN GOOD FAITH TO RESOLVE THE CLAIM WITHIN 30 DAYS FROM THE DATE SUCH WRITTEN OPINION IS FURNISHED TO E SCIENCES.

9. **SITE RESPONSIBILITY.** E SCIENCES' services do not include supervision or direction of the means, methods or actual work of contractor(s) not retained by E SCIENCES. The presence of any E SCIENCES' representative will not relieve the contractor(s) of its responsibility to perform the work in accordance with the plans and specifications. Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with Client safety requirements and OSHA regulations. It is agreed that E SCIENCES is not responsible for job or site safety or security, and that E SCIENCES does not have the right or duty to stop or regulate the work of others.

10. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property and will execute any necessary site access agreement. Client shall provide E SCIENCES with an accurate description of the job site, all available site information, and all documents deemed necessary by E SCIENCES. Unless otherwise stated in the proposal, Client will be responsible for establishing test or boring locations. Field tests or boring locations described in E SCIENCES' report or shown on sketches are based on specific information furnished by others or estimates made in the field by E SCIENCES' personnel. Such dimensions, depths or elevations are approximations. Unless otherwise stated in the Proposal, E Sciences' charges do not include costs of restoration of damage, which may result from the Services. E SCIENCES is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties.

11. **CLIENT DISCLOSURE.** Client agrees to advise E SCIENCES of any hazardous substance or any condition on or near the site that presents a potential danger to human health, the environment, or E Sciences' equipment. E SCIENCES does not assume control of or responsibility for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or to otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety, or the environment. Client acknowledges that E SCIENCES may be required to make such disclosures if Client fails to do so, and agrees to hold E SCIENCES harmless for any such disclosure.

12. **TERMINATION.** Either party may terminate this Agreement without cause upon 14 days' prior written notice. In such event, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and E SCIENCES shall be paid for all Services performed to the date of termination. In the event Client requests termination, E SCIENCES shall also be paid all reasonable costs incurred in project close out. This Agreement will terminate automatically upon the insolvency of Client or upon Client seeking protection under the bankruptcy laws of the United States.

13. **TESTIMONY.** Should E SCIENCES or any E SCIENCES employee be requested or compelled by E SCIENCES to provide testimony or other evidence by any party in relation to the Services, and E SCIENCES is not a party to the dispute, E SCIENCES shall be compensated by Client for E SCIENCES' preparations, document retrieval, document reproduction and testimony at appropriate unit rates. E SCIENCES shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times E SCIENCES' standard rates. Client agrees to provide reasonable travel, lodging and meal expenses as required.

14. **FORCE MAJEURE.** E SCIENCES shall not be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the control of E SCIENCES. In the event of such a force majeure, the time for E SCIENCES' performance shall be extended for the duration of the force majeure event. This provision shall not excuse Client's obligation to make payments when due.

15. **UNANTICIPATED CONDITIONS.** Should E SCIENCES encounter conditions at any site which were not reasonably anticipated or which increase the risk involved in E SCIENCES' completion of Services, upon notice to Client, E SCIENCES in its sole discretion may: a) continue with the Services to completion; b) suspend activities and prepare a Change Order Request prior to proceeding; or c) terminate all Services. Such termination shall not be a breach of this Agreement by E SCIENCES.

16. **OPINIONS OF PROBABLE COST.** If included in the Proposal, E SCIENCES will provide opinions of probable cost for installation of materials, remediation or construction based upon E SCIENCES' experience on similar projects. However, such opinions are intended to provide information on the magnitude of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance in writing by E SCIENCES. Client understands the actual cost of work depends on many factors beyond E SCIENCES' control and may vary significantly from E SCIENCES' estimate.

17. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of this Agreement shall control and govern over any orders, such as Purchase Orders or Work Orders or other form writings issued or signed by the parties ("Orders"), and that such forms may be issued by Client to E SCIENCES without altering the terms hereof, regardless of any contrary language appearing on the Order.

18. **GOVERNING LAWS/VENUE.** The laws of the state of Florida shall govern this Agreement. Venue for any dispute arising out of this Agreement shall be in Orange County, Florida. The parties each had an opportunity to review and negotiate this Agreement and this Agreement shall not be construed more strictly against one

party as drafter. All causes of action, including but not limited to actions for indemnification and contribution, arising out of or related to this Agreement shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than the date of issuance of E SCIENCES' final invoice for the Services. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

19. **SURVIVAL.** All provisions of this Agreement for indemnity, limitation of liability, document control or allocation of responsibility or liability between Client and E SCIENCES shall survive the completion of the Services and/or the termination of this Agreement.

20. **SEVERABILITY.** In the event any part of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.

21. **ASSIGNMENT.** Either party may not assign this Agreement without the prior written permission of the other. Client acknowledges that E SCIENCES may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without prior Client approval.

22. **INTEGRATION.** This Agreement, the Proposal and the Proposal's attachments constitute the entire Agreement between the parties and can only be changed by a written instrument signed by the parties.

23. **CONSIDERATION.** The parties agree the charges for E SCIENCES' Services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.

24. **AUTHORITY TO ENTER AGREEMENT.** The person executing this Agreement on behalf of Client hereby represents and warrants to E SCIENCES that he/she is duly authorized to execute this Agreement on behalf of Client, and that Client shall be legally bound by it. If Client's counsel is retaining E SCIENCES, such counsel represents that he/she has the authority to bind, and hereby expressly binds, Client to these terms and conditions.

25. **ATTORNEY'S FEES AND COSTS.** In the event of litigation between the parties relating to collection of E SCIENCES' unpaid invoices, E SCIENCES shall be entitled to recover all attorneys' fees and costs incurred to collect its invoices.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THIS ____ DAY OF _____, 20__.

CLIENT NAME: Town of Southwest Ranches

Authorized Agent Name: _____

Signature: _____

Title: _____

E SCIENCES, INCORPORATED

Printed Name: _____

Signature: _____

Title: _____



February 15, 2016

Mr. James S. Bassett, PE
E Sciences, Incorporated
224 SE 9th Street
Fort Lauderdale, FL 33316

RE: Agreement between E Sciences, Incorporated and the City of Fort
Lauderdale for General Environmental Engineering Consulting Services

Dear Mr. Bassett:

Enclosed for your file is a fully executed original of the above referenced
document.

Please contact our office with any questions.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "L. Blanco".

Linda Blanco
Procurement Division
Tel 954.828.5141

Encl (1)

AGREEMENT

Between

City of Fort Lauderdale

and

E Sciences, Incorporated

for

General Environmental Engineering Consulting Services

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 2nd day of February 2016, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality, (hereinafter referred to as "CITY")

and

E Sciences, Incorporated a Florida corporation (hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of February 2, 2016 authorized by motion the execution of this agreement between CONSULTANT and CITY authorizing the performance of General Environmental Engineering Consulting Services, RFQ No. 256-11587 (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated February 2, 2016 and any duly authorized and executed Amendments to Agreement.
- 1.2 CERTIFICATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the Contractor at the Project.
- 1.3 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision of this agreement between the CITY and the CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

- 1.4 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.5 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.6 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.7 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.8 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.9 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.10 CONSULTANT: E Sciences, Incorporated, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.11 CONTRACT ADMINISTRATOR: The Public Works Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.12 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.13 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.14 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.15 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.

- 1.16 OMISSION: A scope of work missed by the CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.17 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT'S final detailed Construction Documents of the Project.
- 1.18 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.19 PRELIMINARY PLANS: The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.20 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.21 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.22 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and the CONSULTANT.
- 1.23 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: General Environmental Engineering Consulting Services as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort.
- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the Cost Estimating and project management services

to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5 TASK ORDERS

- 5.1 The Project will be divided into "Tasks."
- 5.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 5.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 5.3.1 Providing additional copies of reports, contract drawings and documents; and
 - 5.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 5.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall

immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide, after City Commission approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 The initial term of this Agreement shall be for TWO (2) years from the date of this Agreement. The CITY shall have the option to renew this Agreement for TWO (2) successive one (1) year terms under the same terms, conditions, and compensation as set forth herein.
- 6.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.
- 6.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 6.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

ARTICLE 7
COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

Not To Exceed Amount Compensation

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

7.2 REIMBURSABLES

7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication

expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs and special inspections approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

7.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

7.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

7.4.3 Payment are scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).

ARTICLE 8

AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and

CONSULTANT.

- 8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the parties for amounts in the aggregate under \$100,000 per project. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

- 9.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.
- 9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. If negotiations between the CITY and the CONSULTANT have not commenced within three

months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

- 9.3 The CONSULTANT shall provide the CITY with a list of recommended, prospective proposers.
- 9.4 The CONSULTANT shall attend all pre-proposal conferences.
- 9.5 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.6 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 9.7 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT.
The CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
 - 9.8.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of the CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.
 - 9.8.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change

Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to the CONSULTANT for reimbursement for Errors and Omissions.

- 9.8.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.8.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.8.5 In executing this Agreement, the CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 9.8.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 10 CITY'S RESPONSIBILITIES

- 10.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 10.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3 CITY shall review the itemized deliverables/documents identified per Task Order.

- 10.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11 MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10 working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon

the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

11.2.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

11.2.5 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY 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 of three (3) years after termination of this Agreement. 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 CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY, all public records in possession of the CONSULTANT upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

11.4 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

11.6 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity;

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.7 SUBCONSULTANTS

11.7.1 CONSULTANT may subcontract certain items of work to subconsultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed subconsultant, including subconsultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

11.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

Airquest Environmental, Inc.

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's

performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

11.9 INDEMNIFICATION OF CITY

11.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

11.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of \$100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$100.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation

placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide and shall require all of its sub-consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The Commercial General Liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The CONSULTANT shall provide the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.
- C. CONSULTANT shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon

execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

- A. Limits of Liability:
- | | |
|-----------------------------------------------------------|-------------|
| Bodily Injury and Property Damage - Combined Single Limit | |
| Each Occurrence | \$1,000,000 |
| Project Aggregate | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Personal Injury | \$1,000,000 |
| Products/Completed Operations | \$1,000,000 |
- B. Endorsements Required:
- City of Fort Lauderdale included as an Additional Insured
 - Broad Form Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations
 - Products/Completed Operations
 - Independent Contractors
 - Owners and Contractors Protective Liability

11.11.3 BUSINESS AUTOMOBILE LIABILITY

- A. Limits of Liability:
- | | |
|-----------------------------------------------------------|-------------|
| Bodily Injury and Property Damage - Combined Single Limit | |
| All Autos used in completing the contract | |
| Including Hired, Borrowed or Non-Owned Autos | |
| Any One Accident | \$1,000,000 |
- B. Endorsements Required:
- Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Consultant must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Each Claim	\$1,000,000
General Aggregate Limit	\$2,000,000
Deductible- not to exceed	\$100,000

- 11.11.6 All insurance policies required above shall be issued by companies authorized to transact business and issue insurance policies under the laws of the State of Florida, with the following qualifications:

The Consultant's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of their liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall suspend the Agreement until such time as the new or renewed certificates are received by the CITY or terminate in accordance with Section 11.2.

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

- 11.12.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- 11.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons 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 CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

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

11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, 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, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT 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.

11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

11.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.27 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

CITY: City Engineer
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5772

With a copy to: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone : (954) 828-5037

CONSULTANT: James S. Bassett, PE
E Sciences, Incorporated
224 SE 9th Street
Fort Lauderdale, Florida 33316
Telephone: (954) 484-8500
Email: nlocke@esciencesinc.com

11.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT 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. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

11.31 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.32 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2015), as may be amended or revised. The CITY may terminate this Contract at the CITY's option if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2015), as may be amended or revised, or been placed on the Scrutinized Companies with Activities

in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2015), as may be amended or revised.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of
Florida

By 
LEE R. FELDMAN, City Manager

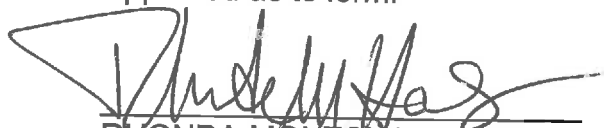
(CORPORATE SEAL)

ATTEST:



JEFFREY A. MODARELLI
City Clerk

Approved as to form:


RHONDA MONTOYA HASAN
Assistant City Attorney



CONSULTANT

E SCIENCES, INCORPORATED, a Florida corporation

WITNESSES:

Naomi Harper

NAOMI HARPER
(Witness print name)

Melanie Aldridge

Melanie Aldridge
(Witness print name)

By Peter K. Partlow
Peter K. Partlow, President

ATTEST:

By James S. Bassett
James S. Bassett, Secretary

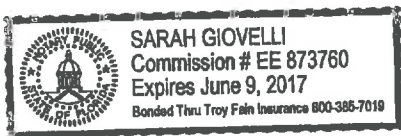
(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Orange :

The foregoing instrument was acknowledged before me this 3rd day of February, 2016, by Peter K. Partlow as president of E Sciences, Incorporated, a Florida corporation.

Who is personally known to me or has produced _____ as identification.

(SEAL)



Sarah Gioveli
Notary Public, State of
(Signature of Notary taking Acknowledgment)

Sarah Gioveli
Name of Notary Typed, Printed or Stamped

My Commission Expires: 6/9/17
EE 873760
Commission Number

EXHIBIT "A"

SCOPE OF SERVICES

Provide professional services related to a continuing contract for general environmental engineering consulting services and shall include, but not be limited to, the following services as authorized by individual task orders for individual projects:

The following is a list of services that may be required on an as-needed basis as requested by the City. This list shall not be construed as an exclusive list of activities that CONSULTANT may be engaged in. CITY shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by environmental engineering consultants, and for which the firm(s) are experienced, qualified, able to perform, in the City's sole opinion:

- A. Prepare permit applications and attend meetings with various permitting agencies
- B. Make written or verbal reports to the City Commission, County Commission and State regulatory agencies
- C. Assist in applying for and obtaining grants, including preparation of grant applications, meeting with public officials, and performing other services in connection with grant applications
- D. Review existing ordinances and guidelines and assist in developing new ordinances and guidelines or amendments to existing ordinances and guidelines
- E. Assist the City in implementing and maintaining compliance with Federal, State, County, and municipal laws, rules, regulations and ordinances
- F. Provide testing or monitoring services with respect to environmental measurements
- G. Asbestos, lead-based paint and radon site testing, assessment and remediation plans
- H. Phase I and Phase II environmental site assessments
- I. Ground water contamination testing, assessment and remediation plans
- J. Soil contamination testing, assessment and remediation plans
- K. Sediment contamination testing, assessment and remediation plans
- L. Atmospheric contamination testing, assessment and remediation plans
- M. Mold contamination testing, assessment and remediation plans
- N. Miscellaneous contamination testing, assessment and remediation plans
- O. Indoor air quality standards studies, assessment and remediation plans
- P. Brownfield compatibility legislation studies
- Q. Above ground and below ground petroleum storage tank contamination testing and evaluation
- R. Endangered and/or threatened species evaluation and relocation above ground or below ground.
- S. Inspection services to monitor possible, threatened or actual contamination and remediation activities
- T. Design remediation systems related to contamination found at City sites
- U. Carbon Foot Print audits for select facilities or infrastructure
- V. Sustainability evaluation reports
- W. Wetland delineations
- X. Environmental / social justice evaluations
- Y. Water Quality evaluations
- Z. Historical and archeological reviews
- AA. U.S. Department of Housing and Urban Development (HUD) / National Environmental Policy Act (NEPA) environmental assessments and remediation plans

- BB.** Conduct benthic surveys for City waterways, canals and the Intracoastal Waterway system.
- CC.** Assist City to prepare environmental permits applications, respond to Request for Additional Information (RAI), and obtain environmental permits associated with seawall work, canal maintenance dredging or any dredging work for marine facilities.
- DD.** Design, install and monitor groundwater observations wells
- EE.** Design, install and monitor tide gauges
- FF.** Wetland and wetlands landscape design
- GG.** Pond design
- HH.** Nutrient removal calculations for stormwater systems
- II.** Low impact stormwater system design
- JJ.** Conduct greenhouse gas inventories
- KK.** Similar services not specifically listed

EXHIBIT "B"

E Sciences, Incorporated Prime Consultant Fee Schedule

Labor	Hourly Rate
Principal/Registered Engineer/Geologist/Scientist	\$196
Senior Registered Engineer/Geologist/Scientist/Architect - II	\$180
Senior Registered Engineer/Geologist/Scientist/Architect - I	\$ 149
Project Engineer/Geologist/Scientist/Architect - II	\$120
Project Engineer/Geologist/Scientist/Architect - I	\$110
Staff Engineer/Geologist/Scientist/Architect - II	\$98
Staff Engineer/Geologist/Scientist/Architect - I	\$88
Technician - II	\$77
Technician - I	\$67
Senior GIS/Analyst	\$110
CADD/GIS Analyst	\$82
Administrative Assistant/Clerical	\$52

AirQuest Environmental, Inc. Subconsultant Fee Schedule

Labor	Hourly Rate
Certified Safety Professional	\$105
Certified Industrial Hygienist	\$ 98
FL Licensed Asbestos Consultant	\$ 98
FL Licensed Mold Assessor	\$ 87
Industrial Hygiene Technician	\$ 70
CADD Drawing Technician	\$ 48
Administrative	\$ 50



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

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

Town Council
Doug McKay, *Mayor*
Gary Jablonski, *Vice Mayor*
Freddy Fisikelli, *Council Member*
Bob Hartmann, *Council Member*
Denise Schroeder, *Council Member*

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, P.E., Town Engineer
DATE: 1/24/2019
SUBJECT: Engineering and Design for Green Meadows Drainage Project

Recommendation

Consideration of approval of a Resolution authorizing a work order for Craig A. Smith and Associates to complete engineering and design for the Florida Department of Environmental Protection funded Green Meadows Drainage project.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Green Meadows Neighborhood is prone to flooding. The Town of Southwest Ranches identified this comprehensive drainage project in the Capital Improvement Element, which is shown on the Grantee's Tertiary Drainage Plan (TDP). The TDP has been approved and prioritized by both the Town Council and the Drainage and Infrastructure Advisory Board. This project is also supported by the South Broward Drainage District.

The project will remove flood waters from roadways in a heavily travelled area of Southwest Ranches. It will provide critical drainage capacity for storm-water runoff, thereby reducing

roadway flooding, property damage, and personal injury to motorists and pedestrians. The project includes furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project consisting of excavation, construction of storm drainage pipe, construction of concrete catch basins and inlets with grates, grading, filling and street repair and repaving, and installation of swales and grass sodding.

The Town was appropriated \$500,000 from the State Legislature for this project. The Town recently entered into an agreement with the Florida Department of Environmental Protection via Resolution 2018-065 to begin the improvements. The work must be completed before June 2021.

The Town has a continuing contract with Craig A. Smith and Associates, and staff desires to issue a Purchase Order for the engineering design, bidding assistance, and construction services required for this project.

Fiscal Impact/Analysis

The Town received a proposal from Craig A. Smith and Associates for engineering design, bidding assistance, and construction phase services totaling \$77,010. Funds are available in the Fiscal Year 2017 approved Budget - Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage).

Staff Contact:

Rod Ley, P.E., Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
Engineering & Design for Green Meadows - Craig A Smith - TA Approved	1/17/2019	Resolution
Proposal	1/4/2019	Exhibit

RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CRAIG A. SMITH AND ASSOCIATES IN THE AMOUNT OF SEVENTY-SEVEN THOUSAND TEN DOLLARS AND ZERO CENTS (\$77,010.00) FOR ENGINEERING AND DESIGN SERVICES, BIDDING ASSISTANCE, AND CONSTRUCTION PHASE SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FUNDED GREEN MEADOWS DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete the Green Meadows drainage improvement project; and

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

WHEREAS, this project is specifically named in the FY 2018-2019 Town Budget; and

WHEREAS, the State Legislature has appropriated Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to assist the Town in completing this project; and

WHEREAS, pursuant to Resolution No. 2018-065 adopted on August 23, 2018, the Town entered into an agreement with the Florida Department of Environmental Protection to accept this funding; and

WHEREAS, the Town is prepared to complete the project at an estimated total cost of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00); and

WHEREAS, the Town specifically named this improvement in the FY 2018-2019 Town Budget Account # 101-5100-541-63320 (Infrastructure – Drainage); and

WHEREAS, these improvements must be completed by June 2021; and

WHEREAS, the project includes excavation, construction of concrete drainage structures and inlets with grates, drainage piping, swale grading, asphalt restoration, and installation of grass sod; and

WHEREAS, engineering design, bidding assistance, and construction phase services are needed to complete the construction; and

WHEREAS, on June 20, 2014, the Town advertised a Request for Letters of Interest (RLI # 14-007) for a continuing contract for professional engineering services; and

WHEREAS, by Resolution No. 2015-005 adopted on November 11, 2014, the Town approved a continuing contract for surveying services with Craig A. Smith and Associates; and

WHEREAS, Craig A. Smith and Associates provided a proposal for engineering and design services for this project in the amount of Seventy-Seven Thousand Ten Dollars and Zero Cents (\$77,010.00); and

WHEREAS, the Town Council believes the approval of this purchase order to complete the engineering design, bidding assistance, and construction phase services work for the drainage project is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves a Purchase Order with Craig A. Smith and Associates in the amount of Seventy-Seven Thousand Ten Dollars and Zero Cents (\$77,010.00) for engineering design, bidding assistance, and construction phase services relating to the Green Meadows Drainage project, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Town Administrator to execute the Purchase Order in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of January, 2019 on a motion by _____ and seconded by _____.

McKay _____
Jablonski _____
Fisikelli _____
Hartmann _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

32348423.1

TOWN OF SOUTHWEST RANCHES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

GREEN MEADOWS STORMWATER IMPROVEMENTS

DESIGN AND CONSTRUCTION SERVICES

Dated: November 8, 2018

Revised December 18, 2018

CRAIG A. SMITH & ASSOCIATES

Consulting Engineers • Surveyors • Utility Locators

21045 Commercial Trail
Boca Raton, FL 33486

Palm Beach (561) 314 - 4445, Dade (305) 940 - 4661, Broward (954) 782 - 8222
FAX (561) 314 - 4457

CRAIG A. SMITH & ASSOCIATES (CAS)

**PROPOSED SCOPE OF SERVICES AND PROPOSED FEE
FOR
GREEN MEADOWS STORMWATER IMPROVEMENTS**

PROJECT NAME: SOUTHWEST RANCHES, GREEN MEADOWS

PROPOSAL NO: P3761

PROJECT DESCRIPTION: Providing professional engineering, design, permitting, utility locating, and construction services for Green Meadows Stormwater Improvements which covers the area shown in Exhibit "A". It is the intent of this proposal to provide 100% design of an effective system for the area shown, with remaining funds to be used for construction of a phase of the system. Full design of the system will give the Village a shovel ready project for the purposes of applying for construction dollars on a yearly basis until the project is completed. This proposal does not include permit fees or geotechnical services.

OWNER: **Town of Southwest Ranches**

Attention: Rod Ley, Town Engineer, Town of Southwest Ranches
 RLey@southwestranches.org

Address: 13400 Griffin Road
 Southwest Ranches, FL 33330

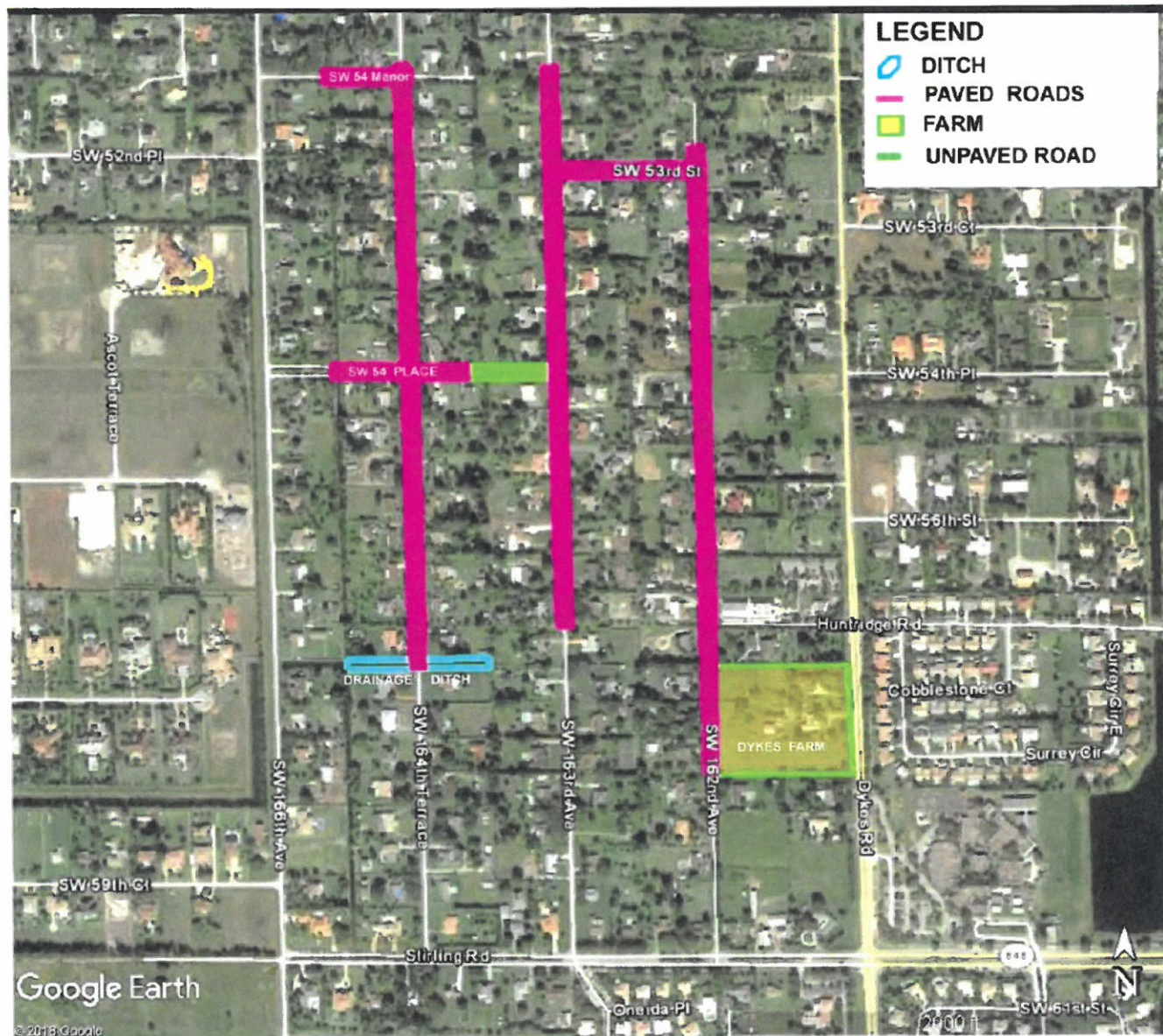
Phone: (954) 343 - 7444

FAX: (954) 434 - 1490

GENERAL

The objective of this project is to provide stormwater drainage improvements to Southwest 162nd Avenue, Southwest 163rd Avenue and Southwest 164th Terrace north of Stirling Road and south of 54th Place (see Figure 1)

Figure 1



CAS proposes to accomplish the professional services as follows:

ITEM NO.

E74 One Call Coordination & E77 GPR Locating (Supplemental)

Coordinate with Sunshine One Call of Florida (SSOCOF) to contact and meet with known utility owners/operators indicated to exist within the project boundaries. Ascertain approximate facility locations and review reported facility sizes, types and composition. Prepare sketch of identified facilities for record comparison.

Perform supplemental GPR locating to confirm information derived from SSOCOF coordination and locates, identify potentially unknown/unclaimed facilities and supplement surface markings for collection by Survey (by others). Prepare sketch of identified facilities.

Provide coordination with Craven Thompson Survey and CAS Engineering Departments to review subsurface utility information and review survey maps to ensure accurate depiction of located facilities.

Ascertain approximate facility locations and review reported facility sizes, types and composition.

\$7,350.00

E78 Vacuum Excavation ("Soft Digs")

Perform "soft digs" to identify the type, size, and material as well as depth to the top of potentially conflicting and/or newly identified or previously unknown facilities. Prepare Vacuum Excavation reports including location sketch. Soft Digs will be \$450.00 each as required.

Not in Contract

E53 DRAINAGE SYSTEM DESIGN AND ANALYSIS

CAS will develop drainage improvements to SW 162nd Avenue, SW 163rd Avenue and 164th Terrace by completing 1:20 scale plans (full size 36" x 24") & 1:40 scale plans (half size 17"x 11") for bidding and construction containing plan views of the proposed work using the most recently obtained version of Autodesk Civil3D CADD software.

Prior to the above, CAS will import the survey (by others) and create base sheets meeting the criteria above. In accordance with City staff, it is understood the goal of the proposed improvements are to provide limited conveyance and a positive outfall for the area, not flood protection. Therefore, CAS will not be performing pipe sizing analysis or computer hydrologic and hydraulic modeling of the area for multiple design storm events of the

current and proposed conditions nor comparing results. CAS will coordinate with local utilities as reasonably necessary to resolve known utility conflicts during the design. CAS will produce progress prints at the request of the Town or as required by grant requirements. Geotechnical services are not included as previously stated.

CAS will provide progress design plans at the Preliminary (30%), Intermediate (60%) and Pre-Final (90%) levels to the Town for review and comments.

\$48,850.00

E14 COST ESTIMATES

CAS will develop quantity take-offs at the Intermediate and Final Design stages of the design for the purposes of assuring the project can be constructed with the funds available for construction.

\$2,560.00

E61 PERMITTING

CAS will prepare and submit an Environmental Resource Permit Application, if necessary. CAS will prepare and submit to the South Broward County Drainage District (SBDD) for their review and comments. For each permit application, up to 2 responses for request for additional information are included under this task. Permit fees are not included in this scope as previously stated. In addition, tree permitting is not included in this proposal and can be visited should the need arise.

Note: Construction dewatering (if proposed) or FDEP Notice of Intent - National Pollution Discharge Elimination Systems permitting are considered by CAS contractor-type permits and are made part of the construction contract and are made the responsibility of the contractor.

\$6,400.00

E15 Contract Documents and Assistance During Bidding

CAS will coordinate with the Town to prepare contract documents and specifications and assist the OWNER in advertising for and obtaining bids. Advertising costs are not included in this proposal. CAS will conduct a pre-bid meeting and respond to prospective bidders' requests for additional information via contract addendums until the question and answer period is over.

CAS will perform the bid review on the Owner's behalf. The review will strictly tabulate bid item totals and evaluates the overall submittal packages from the submitted bids. This is based on the copies of the contract forms provided, document completeness,

including addendum acknowledgements, bid guarantee, and reference checks for the purposes of recommending to Owner the apparent lowest and most responsive-responsible bidder for project award.

\$3,400.00

E56 ENGINEERING SERVICES DURING CONSTRUCTION

CAS will act as the Owner's Engineer and visit the site at intervals appropriate to the stages of construction to provide construction observation as necessary for certifications to the appropriate agencies. CAS will conduct construction progress meetings, review and approve shop drawings, review pay request applications, negotiate change orders as necessary, conduct a final inspection with the appropriate agencies to determine if the work is acceptable, and assist the Owner with project close-out procedures. This fee is based on a 3-month construction period. Construction services required beyond this period will be billed at \$2,950 per month.

\$8,850.00

E57 CONSTRUCTION OBSERVATION SERVICES

CAS will act as the Owner's representative, monitoring construction on a full-time basis (40 hours/week) to ensure the project is being constructed substantially in accordance to the plans. As the Owner's representative, CAS will oversee required testing, review test results, and provide weekly construction reports, coordinate between engineers and contractor to resolve construction issues in preparation for a final certification. CAS will visit the site with the OWNER and assist in resolving with the Contractor apparent defects or deficiencies. This fee is based on a 3-month construction period and will be billed on an hourly basis not to exceed the amounts listed unless authorized by Owner. Construction observation services required beyond this period will be billed at \$4,765 per month.

CAS will assist the OWNER in the closing of financial matters, review and submit a set of record prints showing as-built information (furnished to us by the Contractor) and provide certification to appropriate governmental agencies.

\$14,300.00

SUMMARY OF COSTS

CAS proposes to accomplish the professional engineering services listed for the following total lump sum fee, which is the sum of the fees for each phase and its specific work tasks:

UNDERGROUND UTILITY LOCATION SERVICES	\$7,350.00
SOFT DIGS	NIC
DRAINAGE SYSTEM DESIGN AND ANALYSIS	\$48,850.00
COST ESTIMATES	\$2,560.00
PERMITTING	\$6,400.00
CONTRACT DOCUMENTS AND ASSISTANCE DURING BIDDING	\$3,400.00
ENGINEERING SERVICES DURING CONSTRUCTION	\$8,850.00
CONSTRUCTION OBSERVATION SERVICES	\$14,300.00
TOTAL	\$84,360.00

Thank you for your time and effort in supporting this project and your business is appreciated. Any service not specifically included in the final Agreement will be considered as an Additional Service. CAS will accomplish Additional Services upon proper written authorization of the CLIENT. The fees for Additional Services are at the attached hourly rates or at a mutually agreed upon Lump Sum Fee.

If this proposal is acceptable, please execute as indicated and return one executed copy to our office for our files.

Yours Sincerely,

CRAIG A. SMITH & ASSOCIATES

James R Orth, P.E.
Vice President of Engineering

ACCEPTED BY:

TOWN OF SOUTHWEST RANCHES

Signature

Date

Name of Authorized Representative

Title of Authorized Representative



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

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

Town Council
Doug McKay, Mayor
Gary Jablonski, Vice Mayor
Freddy Fisikelli, Council Member
Bob Hartmann, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, P.E., Town Engineer
DATE: 1/24/2019
SUBJECT: Approving an Agreement with PHI Construction, Inc. for the Frontier Trails Conservation Area Improvements

Recommendation

To place this item on the agenda for Council consideration and approval of an agreement with PHI Construction, Inc. for the Frontier Trails Conservation Area parking and pavilion. The Recreation, Forestry, and Natural Resources Advisory Board recommended and prioritized this project for Fiscal Year 2018-2019.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- E. Cultivate a Vibrant Community

Background

Frontier Trails Conservation Area is located at the intersection of SW 193rd Lane and SW 51st Manor in Southwest Ranches. The Town acquired the 30-acre Frontier Trails Conservation Area with grants from Broward County and Florida Communities Trust. The park remains the priority for development by the Recreation, Forestry, and Natural Resources Advisory Board. The Town agreed to grant commitments to develop this park including

parking and picnic facilities.

On November 7, 2018 the Town advertised IFB 19-001. The project includes, but is not limited, to the construction of a grass drive, a one grass parking space, one handicap space, an ADA accessible sidewalk and installation of a prefab Poligon pavilion (Shelter Model: SQR12TGSS) on a concrete slab, installation of grass sod, tree protection, all related earthwork, striping, grading and drainage and associated erosion control measures.

On December 11, 2018, the Town received seven (7) responses:

Proposer	Total Lump Sum (ranked lowest to highest)
PHI Construction	\$59,324.90
IMF Estimating & Corp	\$66,126.06
Bejar Construction, Inc.	\$72,279.90
Sagaris Corp	\$73,053.90
Florida Blacktop, Inc.	\$73,396.70
Close Construction, LLC	\$89,089.90
V Engineering and Consulting Corp	\$98,843.90

After reviewing the bids, it was determined that PHI Construction, Inc. was the lowest responsive and responsible bidder that met the requirement of the IFB. As per the contract, substantial completion will be 150 calendar days after the issuance of the Notice to Proceed (NTP), and final completion will be 180 calendar days after the NTP. However, Staff is targeting final completion on or before current fiscal year end (September 30, 2019).

Fiscal Impact/Analysis

Fifty Thousand Dollars (\$50,000) was available for improvements in Account # 301-5300-572-63220 during FY 2018 of which \$40,410 was unspent and available for construction in subsequent years. Additionally, the Town budgeted \$75,000 for further improvements to Frontier Trails Park in FY 2019 of which \$18,915 (\$59,325 construction – 40,410 carry over) will be utilized for this construction phase of Frontier Trails Park.

A budget amendment for the Frontier Trails Park Improvements is needed as follows: increasing Capital Projects Fund- Infrastructure-Frontier Trails Park expenditure account (301-5300-572-63220) in the amount of \$40,410.00. Regarding the additional revenue required, Capital Projects-Assigned Fund Balance (reserves) will need to be utilized in the amount of \$20,000 and the remaining Capital Projects Restricted Fund Balance will be utilized for the balance of the Aster Knight Parks Foundation Grant from FY 2018 in the amount of \$20,410.

Revenue Accounts:

301-0000-399-39900 \$40,410 (Appropriated Fund Balance – Governmental)
Total \$40,410

Expenditure Accounts:

301-5300-572-63220 \$40,410 (Capital Projects Fund
Infrastructure-Frontier Trails Park)
Total \$40,410

Staff Contact:

Philip Chorath, EI, Engineer I
Rod Ley, PE, LEED AP, CPESC, Town Engineer
Emily Aceti, Community Services Manager
December Lauretano Haines, Parks, Recreation, Open Space Manager
Martin Sherwood, Town Financial Administrator
Mara Semper, Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Frontier Trails Agreement with PHI Reso - TA Approved	1/17/2019	Resolution
Agreement	1/4/2019	Agreement
Exhibit - Plans	1/17/2019	Exhibit
Exhibit - PHI Bid Schedule	1/7/2019	Exhibit

RESOLUTION NO. 2019-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF FIFTY-NINE THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS AND NINETY CENTS (\$59,324.90) WITH PHI CONSTRUCTION, INC. TO CONSTRUCT IMPROVEMENTS IN THE FRONTIER TRAILS CONSERVATION AREA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2018/2019 BUDGET FOR THE FRONTIER TRAILS PARK IMPROVEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to begin development of the Frontier Trails Conservation Area; and

WHEREAS, the Town's Recreation, Forestry, and Natural Resources Advisory Board ranked and prioritized this park for development in fiscal year's 2018 and 2019; and

WHEREAS, on November 7, 2018, the Town advertised Invitation for Bid (IFB) 19-001 for the Frontier Trails Conservation Area pavilion, parking spaces, sidewalk, and landscaping; and

WHEREAS, on December 11, 2018, the Town received seven (7) responses; and

WHEREAS, after reviewing the bids, it was determined that PHI Construction, Inc. was the lowest responsive and responsible bidder that met the requirement of the IFB; and

WHEREAS, PHI Construction, Inc's bid tabulation, as the lowest responsive and responsible bidder, came in at Fifty-Nine Thousand Three Hundred Twenty-Four Dollars and Ninety Cents (\$59,324.90); and

WHEREAS, the Aster Knight Parks Foundation originally donated Thirty Thousand Dollars and Zero Cents (\$30,000.00) for the development of this conservation area during FY 2018 of which Twenty Thousand Four Hundred and Ten Dollars and Zero Cents (\$20,410.00) is available; and

WHEREAS, Fifty Thousand Dollars and Zero Cents (\$50,000.00) was available for improvements in Account # 301-5300-572-63220 during FY 2018 of which Forty

Thousand Four Hundred Ten Dollars and Zero Cents (\$40,410.00) was unspent and available for construction in subsequent years; and

WHEREAS, the Town budgeted Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) for further improvements to Frontier Trails Conservation Area in FY 2019 of which Eighteen Thousand Nine Hundred Fifteen Dollars and Zero Cents (\$18,915.00) (\$59,325.00 construction – 40,410.00 carry over) is needed and will be utilized for this construction phase of Frontier Trails Park; and

WHEREAS, the project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project; and

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

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

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

Section 2. The Town Council hereby approves an Agreement in the amount of Fifty-Nine Thousand Three Hundred Twenty-Four Dollars and Ninety Cents (\$59,324.90) with PHI Construction, Inc. to complete the Frontier Trails Conservation Area Project, in accordance with the terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "A", which is incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. The Town Council hereby approves the necessary budget amendment for the Frontier Trails Conservation Area Improvements as follows: increasing Capital Projects Fund- Infrastructure-Frontier Trails Park expenditure account (301-5300-572-63220) in the amount of Forty Thousand Four Hundred Ten Dollars and Zero Cents (\$40,410). Regarding the additional revenue required, Capital Projects-Assigned Fund Balance (reserves) will need to be utilized in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) and the remaining Capital Projects Restricted Fund Balance will be utilized for the balance of the Aster Knight Parks Foundation Grant from FY 2018 in the amount of Twenty Thousand Four Hundred Ten Dollars and Zero Cents (\$20,410.00).

Revenue Accounts:
 301-0000-399-39900 \$40,410.00 (Appropriated Fund Balance –
 Governmental)
Total \$40,410.00

Expenditure Accounts:
 301-5300-572-63220 \$40,410.00 (Capital Projects Fund Infrastructure-
 Frontier Trails Park)
Total \$40,410.00

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of January, 2019 on a motion by _____ and seconded by _____.

McKay _____
 Jablonski _____
 Fisikelli _____
 Hartmann _____
 Schroeder _____

Ayes _____
 Nays _____
 Absent _____
 Abstaining _____

 Doug McKay, Mayor

Attest:

 Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

 Keith Poliakoff, Town Attorney



EXHIBIT "A"

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

P.H.I. CONSTRUCTION, INC.

FOR

FRONTIER TRAILS PARK

IFB No. 19-001

AGREEMENT FOR
FRONTIER TRAILS PARK

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 24th day of January 2019 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and P.H.I. Construction, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to begin development of Frontier Trails Conservation Area (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 19-001 on November 7, 2018 (“IFB”); and

WHEREAS, seven (7) bids were received by the Town on December 11, 2018; and

WHEREAS, the Town has adopted Resolution No. 201_ - ____ at a public meeting of the Town Council approving the recommended award and has selected P.H.I. Construction, Inc. for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, 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

FRONTIER TRAILS PARK

- 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 **one hundred and fifty (150) 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 **one hundred and fifty (150) 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 eighty (180) 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 has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

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 \$59, 324.90 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; 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 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

Section 33: Miscellaneous

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. **Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

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

initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

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

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

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

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

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

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

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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
FRONTIER TRAILS PARK
IFB No. 19-001

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 24th day of January 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

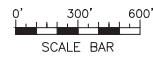
APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

FRONTIER TRAILS PARK ENGINEERING PLANS



LOCATION MAP



SECTIONS 25 & 36, TOWNSHIP 50 SOUTH, RANGE 39 EAST

INDEX OF DRAWINGS

<u>DRAWING</u>	<u>DRAWING TITLE</u>
C-01	COVER SHEET
C-02	LEGEND/ABBREVIATIONS AND GENERAL NOTES
C-03	EXISTING CONDITIONS
C-04	SITE PLAN
C-05 THRU C-06	DETAILS
C-07	SIGNING AND PAVEMENT MARKING

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Designed: _____
Drawn: _____
Checked: _____

No.	Revisions	Date	By

60255.08

ERDMAN ANTHONY
 LAND ENGINEERING, SURVEYING, SITE 200
 10000 W. UNIVERSITY BLVD., SUITE 100
 DALLAS, TEXAS 75243
 TEL: 214.343.1313 FAX: 214.343.1323

FRONTIER TRAILS PARK
SOUTHWEST RANCHES, FLORIDA
COVER SHEET

DANA I GILLETTE
FL PE 41913

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GENERAL NOTES

- ALL UTILITIES (ELECTRICITY, WATER, ETC.) USED IN CONJUNCTION WITH THE CONSTRUCTION, DUST CONTROL, TESTING, FLUSHING, ETC., OF THE PROJECT SHALL BE FURNISHED BY THE CONTRACTOR OR PURCHASED FROM THE UTILITY COMPANY AT THE CURRENT UNIT CHARGE OF WATER. SHOULD UTILITIES BE REQUIRED, THE CONTRACTOR SHALL HAVE A TEMPORARY SERVICE METER INSTALLED FOR ALL CONSTRUCTION SERVICES. DESIGN, PERMITTING, AND COORDINATION OF THE CONSTRUCTION UTILITIES SERVICES AND METERS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL FURNISH A SUITABLE AREA FOR FIELD OFFICES, MATERIAL STORAGE AND EQUIPMENT SERVICE AND STORAGE AS NECESSARY. THE CONTRACTOR SHALL MAINTAIN THESE AREAS IN A CLEAN, ORDERLY CONDITION SO AS NOT TO CAUSE A NUISANCE IN THE AREA AND SHALL BE IN ACCORDANCE WITH THE MOBILIZATION REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- PROJECT CONSTRUCTION SIGNAGE SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES AND OTHER FACILITIES THAT SHALL REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
- PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL BARRICADES, WARNING SIGNS, MARKINGS, ETC. FOR HAZARDS AND THE CONTROL OF TRAFFIC, IN CONFORMANCE WITH LATEST EDITION OF FDOT STANDARDS, THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, OR AS DIRECTED BY FDOT, COUNTY OR CITY; WHERE THE WORK CAUSES OBSTRUCTION TO THE NORMAL TRAFFIC OR CONSTITUTES IN ANY WAY A HAZARD TO THE PUBLIC PRIOR TO COMMENCEMENT OF WORK, CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN FOR REVIEW AND APPROVAL BY THE OWNER AND ENGINEER OF RECORD.
- GUARANTY - ALL MATERIAL AND EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR UNDER THIS CONTRACT SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE THEREOF, AGAINST DEFECTIVE MATERIALS, DESIGN AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE OWNER OF FAILURE OF ANY PART OF THE GUARANTEED EQUIPMENT OR MATERIALS DURING THE GUARANTY PERIOD, THE AFFECTED PART, PARTS, OR MATERIALS SHALL BE REPLACED PROMPTLY WITH NEW PARTS OR MATERIALS BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OR REPAIRS WITHIN SEVEN (7) DAYS AFTER NOTIFICATION BY THE OWNER, THE OWNER MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER AND ENGINEER, FIVE COPIES OF SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS FOR THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION WILL RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. ALL SHOP DRAWINGS ARE TO BE REVIEWED AND APPROVED BY THE CONTRACTOR AND ENGINEER OF RECORD PRIOR TO SUBMITTAL.
- CONTRACTOR SHALL ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH ALL LOCAL STANDARDS AND ALL PERMIT CONDITIONS AND REQUIREMENTS. CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS FOR ALL CONSTRUCTION ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION.
- THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND STANDARD INDEXES, PALM BEACH COUNTY WATER UTILITIES DEPARTMENT STANDARDS CODE SHALL APPLY AS WELL AS ALL OTHER APPLICABLE REGULATIONS.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ANY AND ALL NOISE ORDINANCES IN EFFECT DURING THE LENGTH OF THIS PROJECT.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF EXISTING FACILITIES WHETHER SHOWN OR NOT SHOWN ON THESE DRAWINGS. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF "OTHER" FACILITIES (NOT SHOWN ON THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION; SHOULD THERE BE CONFLICTS, THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER OF RECORD AND NOTIFY THE RESPECTIVE UTILITY OWNERS TO RESOLVE CONFLICTS AND UTILITY ADJUSTMENTS, AS REQUIRED.
- THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE PLANS, CONFIRMING MEASUREMENTS IN THE FIELD, AND INFORMING THE ENGINEER OF RECORD OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL PLANS AND SPECIFICATIONS.
- UTILITY LOCATIONS SHALL BE DETERMINED BY CALLING SUNSHINE STATE ONE CALL CENTER AND THE SPECIFIC UTILITY COMPANY 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT SUNSHINE (1-800-432-4770) TO LOCATE EXISTING UNDERGROUND UTILITIES.
- THE CONTRACTOR IS TO USE EXTREME CAUTION WHEN WORKING IN OR AROUND OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES. CONTRACTOR MUST NOTIFY THE ENGINEERING DEPARTMENT A MINIMUM OF 72 HOURS IN ADVANCE OF ANY WORK IN THE VICINITY OF UNDERGROUND UTILITIES.
- ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED TO THE ENGINEER OF RECORD IMMEDIATELY.
- PEDESTRIAN AND VEHICULAR TRAFFIC SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TEMPORARY RAMPS, BARRICADES AND/OR TEMPORARY RAILING WHERE REQUIRED. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF PEDESTRIAN AND/OR VEHICULAR TRAFFIC PLAN SIGNED AND SEALED BY A FLORIDA PROFESSIONAL ENGINEER TO THE OWNER AND ENGINEER OF RECORD FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION. FOLDING BARRICADES AND/OR ORANGE VINYL FENCING NOT PERMITTED FOR PEDESTRIAN OR VEHICULAR TRAFFIC CONTROL.
- CONTRACTOR SHALL NOT ENCROACH ONTO OR ACCESS PRIVATE PROPERTY WITHOUT PRIOR WRITTEN APPROVAL FROM THE AFFECTED PROPERTY OWNER.
- CONTRACTOR SHALL COORDINATE CONSTRUCTION EFFORTS WITH ADJACENT PROPERTY OWNERS AND IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING FACILITIES DURING CONSTRUCTION AT NO EXTRA COST TO THE OWNER.
- CARE SHALL BE TAKEN AROUND THE AREA OF EXISTING VEGETATION AND FACILITIES TO REMAIN. EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING THE CONSTRUCTION EFFORT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL DEBRIS AND SOIL NOT ACCEPTABLE TO THE OWNER OR ENGINEER OF RECORD.
- BORROW OR SPOIL IS THE SITE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR IS TO USE THE SOIL ON SITE OR REMOVE IT FROM THE SITE.
- ANY FILL USED TO INCREASE THE ELEVATION OF THE FLOOR SLAB OR ANY FILL TO BE USED AS BACKFILL, SHALL BE CLEAN, GRANULAR MATERIAL AND SHALL BE PLACED IN CONFORMANCE WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL ENGINEERING REPORT.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE APPLICABLE TESTING WITH THE GEOTECHNICAL ENGINEER AND SUBMITTING THE RESULTS TO THE OWNER AND ENGINEER OF RECORD. A QUALIFIED TESTING LABORATORY SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS AND THE VARIOUS AGENCIES. SHOULD ANY RETESTING BE REQUIRED DUE TO FAILURE OF ANY TESTS, THE CONTRACTOR WILL BEAR ALL COSTS OF SAID RETESTING.
- GRADES, DIMENSIONS AND OFFSETS REFER TO FINISH EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN AND NOTED. GRADES SHOWN ARE FINISHED GRADES UNLESS OTHERWISE NOTED.

- COMPACTION TESTS SHALL BE TAKEN FOR EACH 12 INCH LAYER OF FILL FOR EACH 300 FEET OF PIPE AND FOR EVERY 100 SQUARE FEET OF BACKFILL AROUND STRUCTURES, THE OWNER AND/OR ENGINEER MAY DETERMINE MORE COMPACTION TESTS ARE REQUIRED, DEPENDING UPON FIELD CONDITIONS. THE CONTRACTOR SHALL BE LIABLE FOR ALL COSTS ASSOCIATED WITH RETESTING OF SOILS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL WORKPLACE SAFETY REQUIREMENTS, INCLUDING OSHA REQUIREMENTS.
- AS-BUILT DRAWINGS SHALL BE PREPARED BY AND CERTIFIED BY A REGISTERED SURVEYOR, AND SHALL BE PROVIDED TO THE ENGINEER OF RECORD UPON COMPLETION OF THE PROJECT SITE IMPROVEMENTS. AS-BUILT DRAWINGS SHALL REFLECT ANY CHANGES TO THE IMPROVEMENTS MADE DURING CONSTRUCTION. BOTH THE ORIGINAL DESIGN AND REVISED AS-BUILT DATA, AS APPLICABLE, MUST BE CLEARLY SHOWN. THE AS-BUILT DRAWINGS MUST BE CLEARLY LABELED AS AS-BUILT RECORD DRAWING. SITE CONTRACTOR SHALL SUPPLY AS-BUILT PLANS TO THE SATISFACTION OF THE REGULATORY AGENCIES.
- EXISTING PAVEMENT AREAS TO REMAIN UNDISTURBED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL SUBMIT A PLAN FOR PROTECTION OF EXISTING STRUCTURES TOGETHER WITH THE MAINTENANCE OF TRAFFIC PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL.
- CONTRACTOR TO MATCH EXISTING GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
- ALL STRIPING IS TO BE THERMOPLASTIC.
- ALL TRAFFIC SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS AND LOCAL STANDARDS.
- ALL HANDICAP ACCESSIBLE ROUTES INCLUDING SIGNS AND STRIPING, SHALL BE IN ACCORDANCE WITH THE AMERICAN WITH DISABILITY ACT (ADA) REQUIREMENTS AND STATE CODE.
- HANDICAP RAMPS SHALL COMPLY WITH LATEST EDITION OF FDOT STANDARD INDEX 304, INCLUDING DETECTABLE WARNING DEVICES.
- ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED OR REPLACED IF DAMAGED IN ANY WAY WHERE APPLICABLE BY THE CONTRACTOR, TO MEET CURRENT MUTCD STANDARDS.

ABBREVIATIONS AND ACRONYMS:

ASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
API	AMERICAN PETROLEUM INSTITUTE
APPROX	APPROXIMATELY
ASB	ASBUILT
BFP	BACKFLOW PREVENTER
BLDG	BUILDING
C/L	CENTER LINE
CJ	CONSTRUCTION JOINT
CLF	CHAIN LINK FENCE
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CORP	CORPORATION
CY	CUBIC YARDS
DIA	DIAMETER
DWG	DRAWING
E	EAST
EA	EACH
ELEC	ELECTRIC
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EQ	EQUAL
EXIST	EXISTING
EQ SP	EQUALLY SPACED
ETC	ET CETERA
EXST	EXISTING
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FED SPEC	FEDERAL SPECIFICATION
FM	FORCE MAIN
FT	FEET OR FOOT
GALV	GALVANIZED
H/C	HANDICAPPED
HORIZ	HORIZONTAL
H.P.	HIGH POINT
ID	INSIDE DIAMETER
INV	INVERT
L	LENGTH
LAT	LATERAL
LF	LINEAR FEET
MAX	MAXIMUM
MFR	MANUFACTURER
MIN	MINIMUM

ABBREVIATIONS AND ACRONYMS: (CONT'D)

NAVD	NORTH AMERICAN VERTICAL DATUM
NO.	NUMBER
OC	ON CENTER
OD	OUTSIDE DIAMETER
ORB	OFFICIAL RECORD BOOK
P/L	PROPERTY LINE
PB	PLAT BOOK
PBC	PALM BEACH COUNTY
PBCR	PALM BEACH COUNTY RECORDS
PBCWUD	PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
PCF	POUNDS PER CUBIC FOOT
PG	PAGE
PROP	PROPOSED
R	RADIUS
R/W	RIGHT OF WAY
REQD	REQUIRED
SCH	SCHEDULE
SECT	SECTIONAL
SEP	SEPARATION
SF	SQUARE FEET
S.F.W.M.D.	SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SPECS	SPECIFICATIONS
STD	STANDARD
STRM	STORM
STRUCT	STRUCTURE
SWPPP	STORM WATER PREVENTION PLAN
TEL	TELEPHONE
TOC	TOP OF CONCRETE
TP	TYPICAL
UE	UTILITY EASEMENT
VERT	VERTICAL
W	WEST
W/	WITH

LEGEND		
EXISTING	PROPOSED	DESCRIPTION
—	—	SIGNS
○	○	UTILITY POLES

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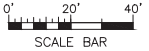
FRONTIER TRAILS PARK
SOUTHWEST RANCHES, FLORIDA
LEGEND/ABBREVIATIONS
AND GENERAL NOTES

DANA I GILLETTE
FL PE 41913

Sheet Reference
Number
C-02
Sheet ____ of ____



NOTES:
 SEE BOUNDARY SURVEY TITLED "FRONTIER TRAILS" DATED 3/08/04
 PROVIDED BY:
WINNINGHAM & FRADLEY, INC.
 ELEVATIONS SHOWN ARE REFER TO NORTH AMERICAN
 VERTICAL DATUM (1988). THE CONVERSION FROM
 N.A.V.D. (1988) TO N.G.V.D. (1929) IS N.A.V.D.
 (1988) + 1.51' = N.G.V.D. (1929).
 BOUNDARY SURVEY REFERENCES BENCH MARK:
 BROWARD COUNTY BENCH MARK NO. 1366,
 ELEVATION 5.26 N.A.V.D.



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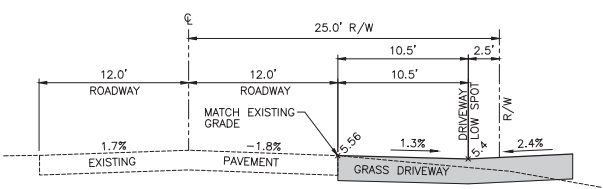
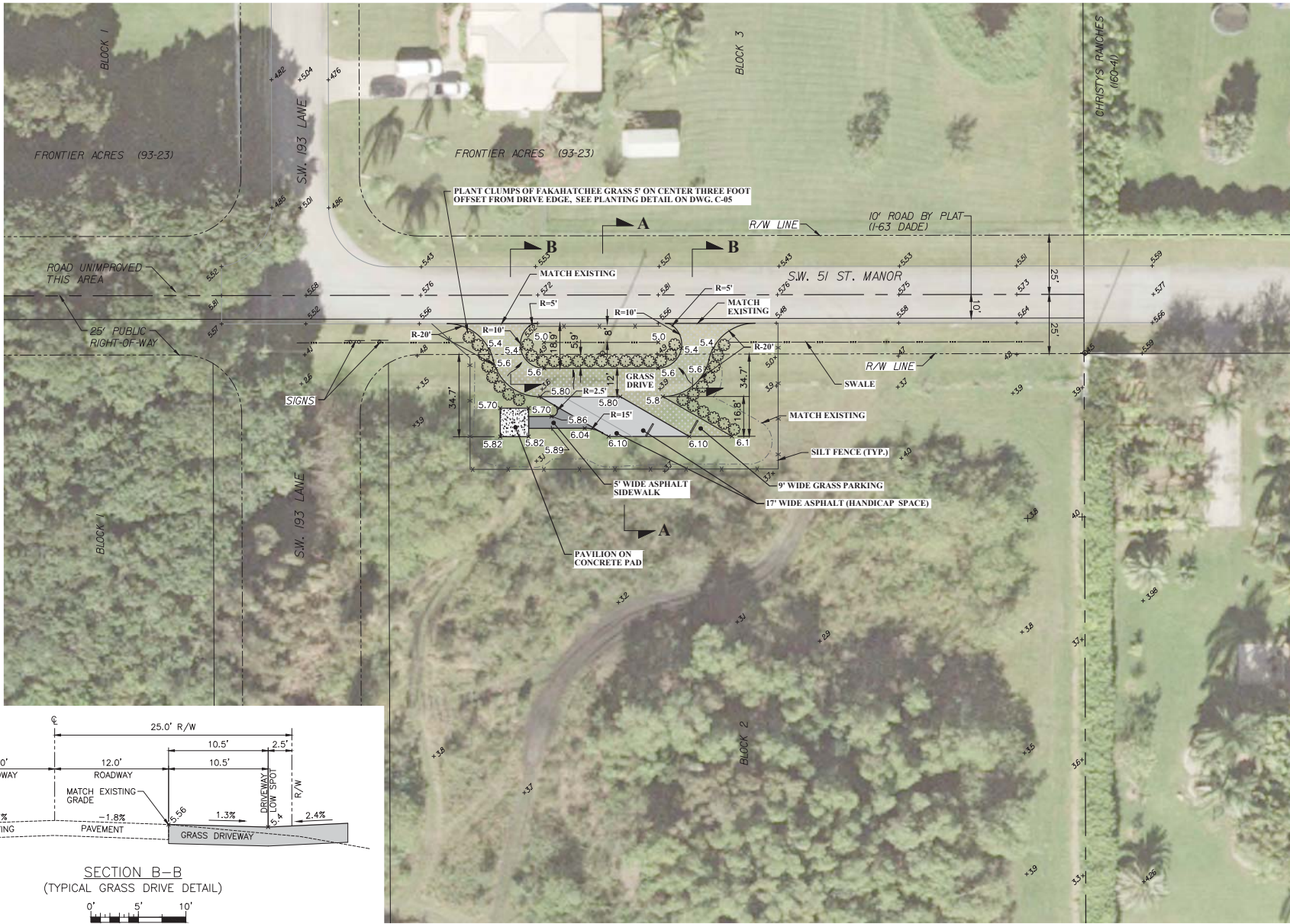
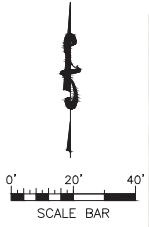
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FRONTIER TRAILS PARK
 SOUTHWEST RANCHES, FLORIDA
 EXISTING CONDITIONS

DANA I GILLETTE
 FL PE 41913

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 Number
 C-03
 Sheet ___ of ___



SECTION B-B
(TYPICAL GRASS DRIVE DETAIL)

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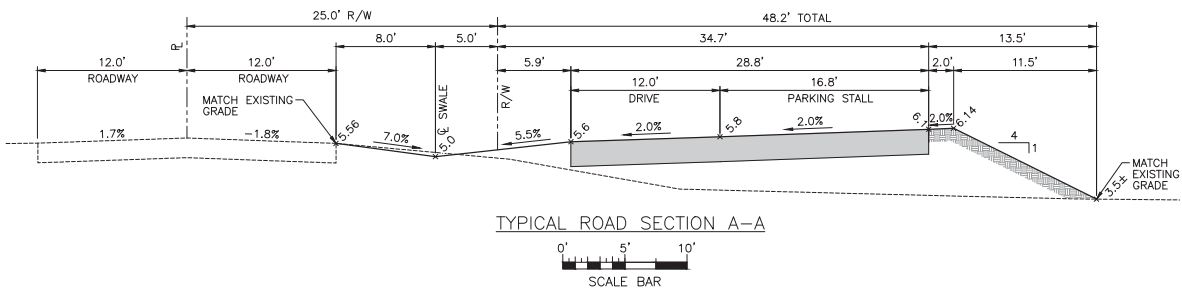
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FRONTIER TRAILS PARK
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 SITE PLAN

DANA I GILLETTE
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Sheet Reference Number
 C-04
 Sheet ___ of ___



STORM WATER POLLUTION PREVENTION NOTES:

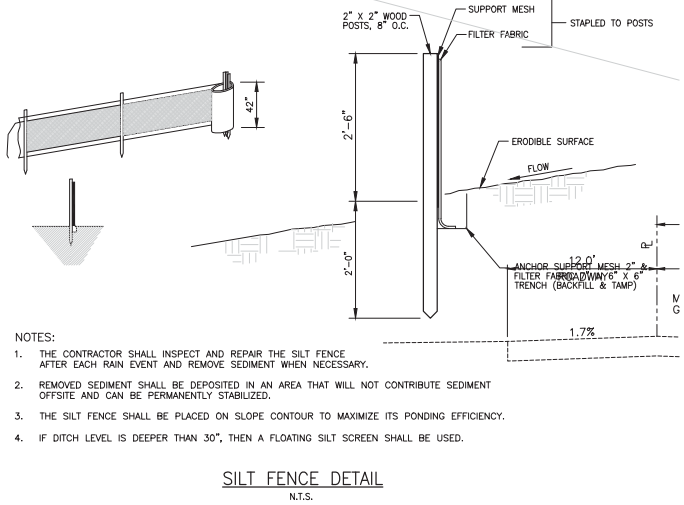
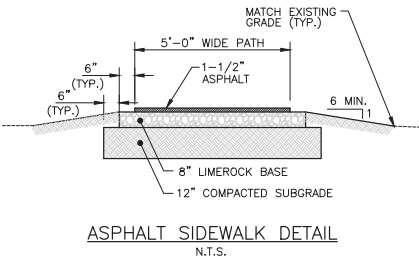
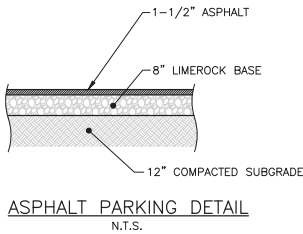
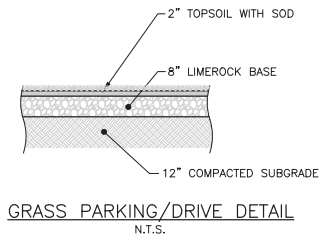
- SEQUENCE AND TIMING OF EROSION AND SEDIMENT CONTROLS MEASURES
- THE CONTRACTOR SHALL EXECUTE THE NOTICE OF INTENT AND SUBMIT IT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, TOGETHER WITH THE APPROPRIATE FEE, PRIOR TO THE PRE-WORK MEETING AND SHALL PROVIDE A COPY OF THOSE DOCUMENTS TO THE OWNER TOGETHER WITH THE SHOP DRAWING SUBMITTAL.
 - PLACE SILT FENCES AROUND PROJECT SITE AND INLET PROTECTION AT EACH EXISTING INLET TO CONTAIN EROSION IN AREAS PRONE TO STORMWATER RUNOFF EROSION VELOCITIES.
 - CONSTRUCT THE PROJECT IN A SEQUENCE SO AS TO LIMIT THE AMOUNT OF EXPOSED SOIL AND THE DURATION THAT THE SOIL IS EXPOSED.
 - THE CONTRACTOR SHALL EXECUTE THE NOTICE OF TERMINATION AND SUBMIT IT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WITHIN 10 DAYS OF COMPLETING THE CONSTRUCTION EFFORT AND SUBMIT A COPY OF THOSE DOCUMENTS TO THE OWNER WITH THE FINAL PAY APPLICATION.

MAINTENANCE/INSPECTIONS PROCEDURES

- ALL CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EACH WEEK AND FOLLOWING ANY STORM EVENT OF 0.5 INCHES OR GREATER RAINFALL AMOUNT SHOULD BE BASED ON AN ONSITE RAIN GAGE.
- ALL MEASURES SHALL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT SHALL BE INITIATED WITHIN 24 HOURS OF ONSITE INSPECTION REPORT.
- BUILT UP SEDIMENT SHALL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
- SILT FENCE SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
- A MAINTENANCE INSPECTION REPORT SHALL BE MADE AFTER EACH INSPECTION.
- AT THE RECONSTRUCTION MEETING, THE SITE SUPERINTENDENT SHALL DESIGNATE A QUALIFIED EMPLOYEE WHO WILL PARTICIPATE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND COMPLETION OF THE INSPECTION AND MAINTENANCE REPORTS.

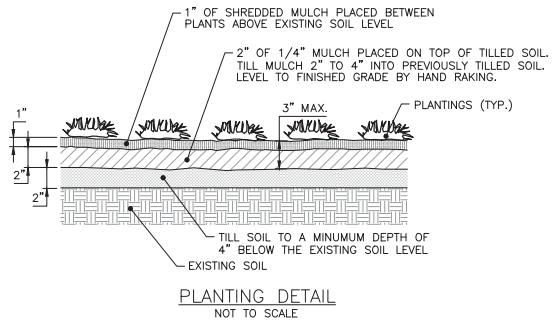
GENERAL NOTES:

- ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A SECURELY COVERED METAL DUMPSTER; THE DUMPSTER SHALL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS; ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER; THE DUMPSTER SHALL BE EMPTIED AS NEEDED SO THERE IS NO OVERFLOW; TRASH SHALL BE HAULED TO AN AUTHORIZED/PERMITTED LANDFILL FACILITY. ALL PERSONNEL SHALL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL.
- ALL HAZARDOUS WASTE MATERIAL SHALL BE DISPOSED OF IN A MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS. SITE PERSONNEL SHALL BE INSTRUCTED IN THESE PRACTICES.
- ALL SANITARY WASTE SHALL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF TWICE PER WEEK BY THE LICENSED SANITARY COMPANY, AS REQUIRED BY LOCAL REGULATIONS.
- ALL ON-SITE VEHICLES AND TANKS SHALL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS, WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ON-SITE SHALL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. ALL ABOVE GROUND TANKS FOR FUELING SHALL BE SECONDARILY CONTAINED.
- ANY PESTICIDE AND HERBICIDE USAGE SHALL BE BY STATE LICENSED APPLICATORS.
- FERTILIZERS USED SHALL BE APPLIED ONLY IN THE MINIMUM AMOUNT RECOMMENDED BY THE MANUFACTURER; IF STORED ON-SITE, COVERED STORAGE SHALL BE PROVIDED; THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZERS SHALL BE TRANSFERRED TO A SEALABLE CONTAINER TO AVOID SPILLS.
- ALL PAINT CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE; EXCESS PAINT SHALL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT SHALL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURERS' INSTRUCTIONS OR STATE OR LOCAL REGULATIONS.
- WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED, THE ACCUMULATED SEDIMENT SHALL BE REMOVED FROM IN AND AROUND ALL INLETS AND CATCH BASINS.
- NON-STORMWATER DISCHARGES (AS PROVIDED IN PART N.A.3 DEP DOCUMENT NO. 62-621.300(4)(A)) SHALL NOT CAUSE EROSION OR CREATE TURBIDITY WITHIN THE RECEIVING BODY AND SHALL BE IN COMPLIANCE WITH REGULATORY REQUIREMENTS; THESE DISCHARGES MAY INCLUDE WATER LINE FLUSHING, FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, DUST CONTROL, IRRIGATION DRAINAGE AND AIR CONDITIONING CONDENSATE AND WATER USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES (WASTEWATER FROM A MORE THOROUGH CLEANING, INCLUDING THE USE OF DETERGENTS OR OTHER CLEANERS IS NOT PERMITTED).
- ALL DISTURBED AREAS SHALL BE STABILIZED WITH BAHIA SOD IN ACCORDANCE WITH FDOT SPECIFICATIONS 104-6.4.2



NOTES:

- THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
- REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFFSITE AND CAN BE PERMANENTLY STABILIZED.
- THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.
- IF DITCH LEVEL IS DEEPER THAN 30", THEN A FLOATING SILT SCREEN SHALL BE USED.



PLANT SCHEDULE					
COMMON NAME	BOTANICAL NAME	HEIGHT	SPREAD	SPACING	QUANTITY
FAKHATCHEE GRASS	TRIPSACUM DACTYLOIDES FLORIDA NO. 1	2'	2'	60" O.C.	35

LANDSCAPE INSTALLATION NOTES:

- ALL DEAD OR DAMAGED LANDSCAPING FROM THE ORIGINAL APPROVED PLAN MUST BE REPLACED.
- ALL PLANT MATERIAL SHALL CONFORM TO A FLORIDA NO. 1 CONDITION AS TO HEALTH AND VITALITY AND CONDITION OF FOLIAGE AT THE TIME OF FINAL COMPLETION. ALL PLANT MATERIAL SHALL BE FREE OF WEEDS, PESTS AND MECHANICAL DAMAGE; SHALL EXHIBIT A HEALTHY, WELL-DISTRIBUTED ROOT STRUCTURE; AND SHALL EXHIBIT VIGOROUS DENSE TOP GROWTH ACCORDING TO THE ACCEPTED NORMAL SHAPE OF THE SPECIES.
- THE CITY RESERVES THE RIGHT TO EVALUATE EXISTING MATERIAL PRIOR TO INSPECTION, AND CALL FOR REPLACEMENT MATERIAL AS NEEDED.
- MULCH SHALL BE FLORIMULCH® OR APPROVED EQUAL, MADE ENTIRELY FROM THE ABOVE GROUND PORTION WOOD AND BARK OF THE MELALEUCA QUINQUENERVIA TREE. IT SHALL NOT CONTAIN MORE THAN 10% (BY VOLUME) BARK AND SHALL NOT CONTAIN ROOTS OR ROOT PIECES. SHREDS AND CHIPS SHALL NOT BE LARGER THAN 3/4" DIAMETER AND 1-1/2" IN LENGTH. MULCH SHALL BE FREE OF WEED SEEDS, SOIL AND OTHER ORGANIC OR INORGANIC MATERIAL. PRIOR TO ITS FINAL PROCESSING, MULCH WILL HAVE BEEN INSPECTED AND CERTIFIED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY, AS FREE OF BURROWING NEMATODES. ALL PROOFS OF DELIVERY SHALL BEAR THE OFFICIAL STATE OF FLORIDA STAMP OF INSPECTION AND VERIFICATION. INSTALLED MULCH SHALL NOT PHYSICALLY TOUCH OR OTHERWISE BE IN DIRECT CONTACT WITH PLANT MATERIAL. INSTALLED MULCH SHALL BE COMPACTED AND MOISTENED AT THE TIME OF APPLICATION.

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Revisions	By	Date

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FRONTIER TRAILS PARK
SOUTHWEST RANCHES, FLORIDA

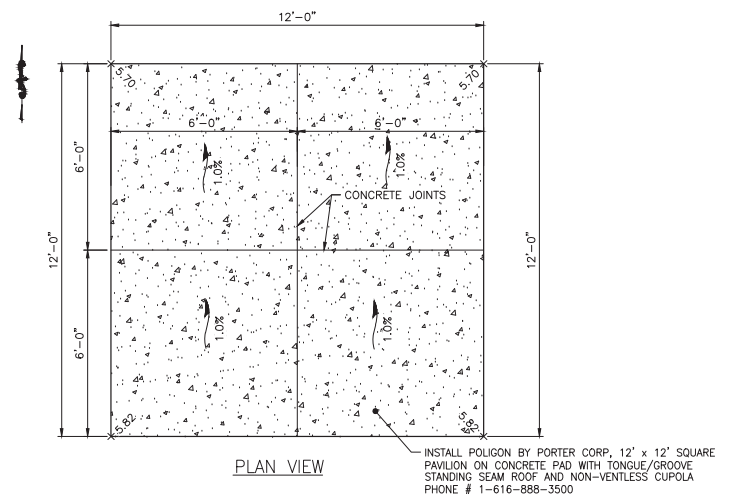
DETAILS

DANA I GILLETTE
FL PE 41913

Sheet Reference Number
C-05
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PAVING AND DRAINAGE NOTES:

1. CLEARING AND GRUBBING – WITHIN THE LIMITS OF CONSTRUCTION, ALL VEGETATION AND ROOT MATERIAL SHALL BE REMOVED.
2. UNSUITABLE SOILS – WHEN VEGETATION, DEBRIS, CONCRETE, MUCK, PEAT OR OTHER UNSUITABLE MATERIAL ARE ENCOUNTERED, THEY SHALL BE COMPLETELY REMOVED FROM THE CONSTRUCTION AREA. WHEN GUMBO OR OTHER PLASTIC CLAYS ARE ENCOUNTERED, THEY SHALL BE REMOVED WITHIN THE CONSTRUCTION AREA ONE FOOT BELOW THE SUBGRADE EXTENDING HORIZONTALLY TO THE EDGE OF THE PAVEMENT.
3. COMPACTED SUBGRADE – 12" MINIMUM THICK. SUBGRADE SHALL BE UNIFORMLY GRADED CLEAN MATERIAL COMPACTED TO 98% OF MAXIMUM DENSITY PER ASSHTO T-180.
4. BASE –
 - A) (LIMEROCK) – APPROVED LOCAL LIMEROCK BASE MATERIAL SHALL HAVE A LIMEROCK BEARING RATIO (LBR) 100 AND SHALL BE COMPACTED TO NOT LESS THEN 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180-86 SPECIFICATIONS AND AS CALLED FOR IN THE LATEST EDITION OF FDOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION SECTION 200. THE BASE SHALL BE PLACED AND COMPACTED IN TWO (2) EQUAL LAYERS.
 - B) (CRUSHED CONCRETE) – AN OPTIONAL BASE COURSE MATERIAL OF CRUSHED CONCRETE THAT IS FREE FROM STEEL REINFORCEMENT AND INCLUDES LESS THAN 7% ASPHALTIC PAVEMENT, GLASS FOUNDRY OR STEEL MILL SLAG, ASH OR POTTERY AND A PLASTICITY INDEX OF 3 OR LESS. CRUSHED CONCRETE SHALL CONFORM TO THE LATEST EDITION OF FDOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION SECTION 901, AND ALL ASSOCIATED SPECIFICATIONS.
5. PRIME COAT – BITUMINOUS PRIME COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE LATEST EDITION OF FDOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, SECTION 300, AND SHALL BE APPLIED AT THE RATE OF 0.10 GALLONS/SQUARE YARD, UNLESS A LOWER RATE IS APPROVED BY THE ENGINEER.
6. TACK COAT – BITUMINOUS TACK COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE LATEST EDITION OF FDOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION SECTION 300, AND SHALL BE APPLIED AT THE RATE OF 0.08 GALLONS/SQUARE YARD, UNLESS A VARIATION IN RATE IS APPROVED BY THE ENGINEER.
7. SURFACE COURSE – TYPE S-III ASPHALTIC CONCRETE OR SUPERPAVE 9.5 SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FDOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, SECTION 334.
8. SAW CUTS – ALL PAVEMENT CONNECTIONS TO EXISTING PAVEMENT SHALL BE MADE WITH A STRAIGHT SAW CUT TO THE EXISTING PAVEMENT.
9. CONCRETE – CONCRETE USED ON SITE SUCH AS CURBS, SIDEWALKS, RETAINING WALLS, ETC. SHALL DEVELOP A MINIMUM 2500 PSI, 28 DAYS COMPRESSIVE STRENGTH.
10. CONCRETE – ALL CONCRETE SHALL REQUIRE 6" THICK CONCRETE. WALKS SHALL COMPLY WITH THE LATEST EDITIONS OF FDOT DESIGN STANDARDS INDEX 310 AND 304 AND FDOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION SECTION 522.
11. ALL DIMENSIONS AND RADII ARE TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHOWN TO BUILDINGS ARE TO OUTSIDE FACE OF BUILDING.
12. CONTRACTOR SHALL SAWCUT, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING.
13. GRASS – INSTALL 1-1/4" OF TOPSOIL AND BAHIA SOD IN ACCORDANCE WITH FDOT SPECIFICATIONS 981.
14. ALL SOD TO BE ARGENTINE BAHIA, OR AS OTHERWISE NOTED, FREE OF PEST-, DISEASE-, AND WEED-INFESTATION OR STRESS.
15. SOD SHALL BE PLACED OVER WEED-FREE, FINE-GRADED AND HAND-RAKED AREAS. GROUND SHALL BE FREE OF ALL DEBRIS, VISIBLE ROCKS, AND LOW OR HIGH SPOTS. SOD SHALL BE LAID WITH TIGHT JOINTS, THEN TAMPED OR ROLLED AND TOP-DRESSED WITH LAWN SAND.
16. ON SLOPES EXCEEDING 3:1, PLACE LENGTH OF SOD PERPENDICULAR TO SLOPE DIRECTION, PEG SOD OR OTHERWISE ENSURE ITS ESTABLISHMENT ON SLOPES. WHERE SOD MEETS A MULCHED BED, THE CUT EDGE SHALL BE EVEN AND SHARP.
17. SOD LEVEL SHALL NOT IMPEDE WATER FLOW FROM ADJACENT SURFACES. IN AREAS WHERE PAVED SURFACES ABUT SOD OR MULCH, THE FINAL GRADE LEVEL OF BOTH SURFACES SHALL BE LEVEL.
18. WATERING: CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING TURFGRASS SOD IMMEDIATELY DURING AND AFTER INSTALLATION TO PREVENT DRYING. IT SHALL THEN BE THOROUGHLY IRRIGATED TO A DEPTH SUFFICIENT THAT THE UNDERSIDE OF THE NEW TURFGRASS SOD PAD AND SOIL IMMEDIATELY BELOW THE TURFGRASS SOD ARE THOROUGHLY WET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ADEQUATE WATER AVAILABLE AT THE SITE PRIOR TO AND DURING INSTALLATION OF THE TURFGRASS SOD.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SODDED TURFGRASS AND OTHER PLANTED AREAS UNTIL THE DATE OF FINAL COMPLETION AS APPROVED BY THE TOWN.



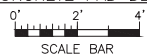
PLAN VIEW

SECTION VIEW

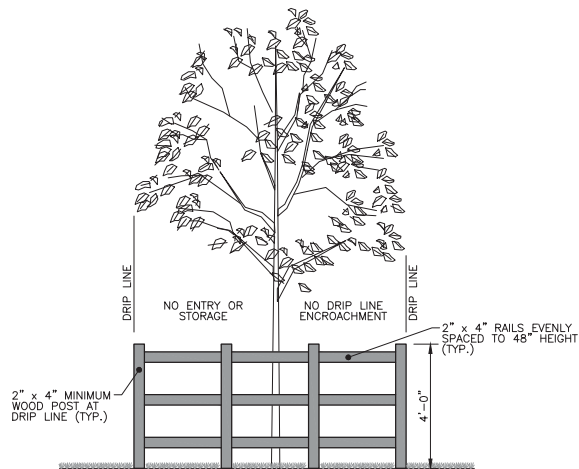
NOTES:

1. CONCRETE SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE CONSTRUCTION 522 LATEST VERSION.
2. CONCRETE PAD TO BE BROOM FINISHED WITH EVEN, DUSTLESS SURFACE.

CONCRETE PAD DETAIL



SCALE BAR



TREE PRESERVATION NOTES:

1. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PROVISIONS OF THE SOUTHWEST RANCHES CODE OF ORDINANCES, CHAPTER 10 TO ENVIRONMENT, ARTICLE II TREE PRESERVATION, AND SHALL MAKE EVERY EFFORT OUTLINED THEREIN TO PREVENT DAMAGE TO EXISTING TREES, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TREE PROTECTION BARRIERS AS SPECIFIED IN THE ORDINANCE.
2. PRIOR TO THE PERFORMANCE OF WORK UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO TOWN OF TREE PROTECTION EFFORTS TO BE TAKEN AND IDENTIFY ANY CONFLICTS, CONSTRAINTS OR LIMITS.
3. WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL NOT INCLUDE ACTIVITIES IDENTIFIED IN THE ORDINANCE AS GENERAL PROHIBITIONS, INCLUDING BUT NOT LIMITED TO CHANGES IN GRADE, ROOT COMPACTION, WOUNDING OF TRUNKS OR CANOPY STRUCTURES. PRUNING OR REMOVAL AS REQUIRED TO FACILITATE CONSTRUCTION MAY ONLY BE PERFORMED UPON PERMITTING BY THE TOWN AS THE CONTROLLING AGENCY, IN ACCORDANCE WITH THE ORDINANCE, AND HALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. IF DAMAGE OCCURS FROM WORK PERFORMED UNDER THIS CONTRACT, RESPONSIBILITY FOR ALL REQUIRED REMEDIATION OF SAID DAMAGE SHALL BE THE CONTRACTOR'S EXPENSE.

TREE PRESERVATION BARRICADE FENCING DETAIL

N.T.S.

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Designed: _____ By: _____
 Drawn: _____
 Checked: _____

No.	Date	Revisions

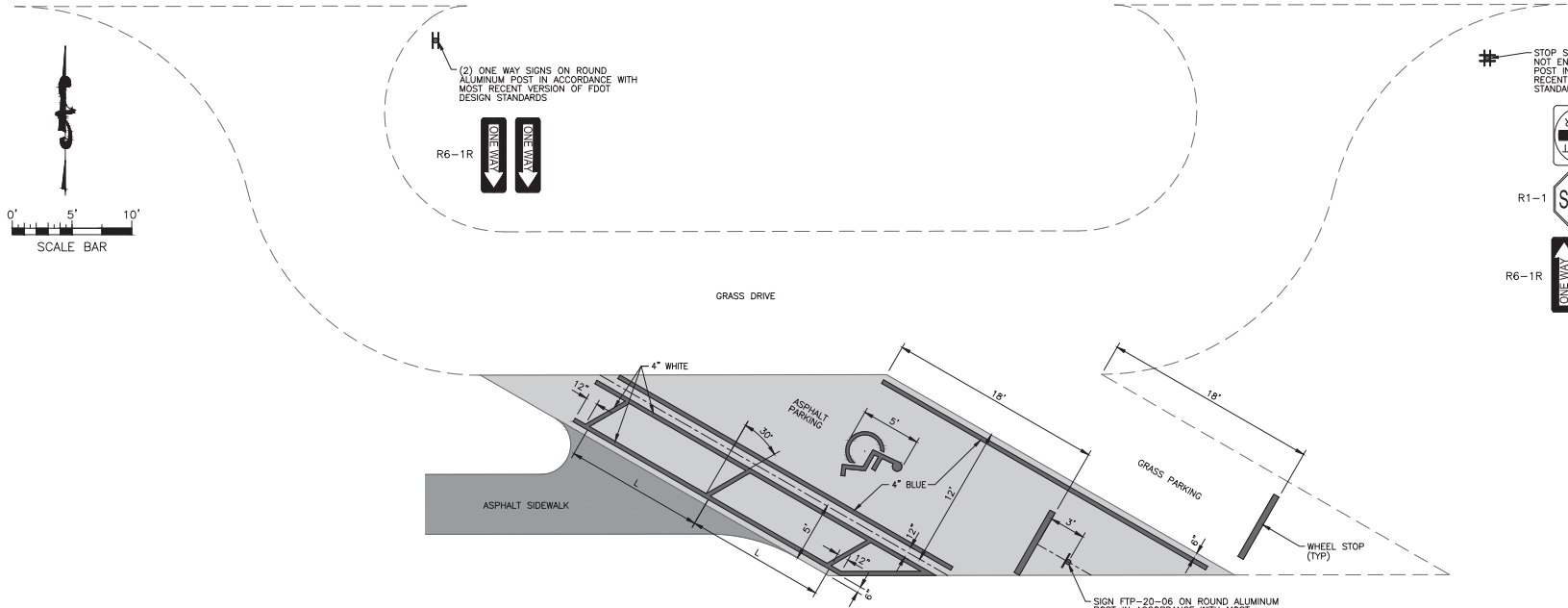
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 5400 COUNTRYCROSS, ANDALUSSIA, FLORIDA 32007
 904-299-1470
 FAX: 904-299-1471

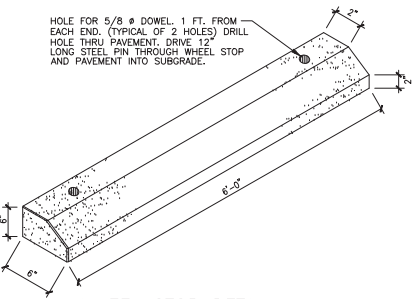
FRONTIER TRAILS PARK
 SOUTHWEST RANCHES, FLORIDA
 DETAILS

DANA I GILLETTE
 FL PE 41913

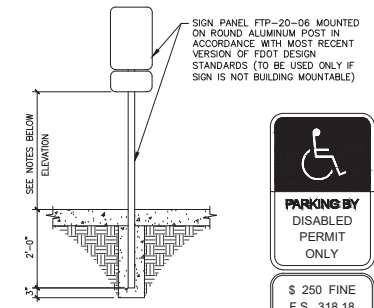
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SIGNING AND PAVEMENT PARKING PLAN



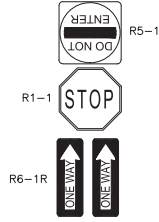
WHEEL STOP DETAIL
NOT TO SCALE



- NOTES:**
1. SIGN POST FOUNDATION DESIGN PER FDOT 175 MPH WIND LOAD RATING.
 2. DIMENSION HEIGHT OF SIGN IS 60"-72" ABOVE SIDEWALK FOR SIGNS MOUNTED ON FACE OF BUILDING AND POST MOUNTED SIGNS.

TYPICAL PARKING SIGN
NOT TO SCALE

STOP SIGN, (2) ONE WAY SIGNS & DO NOT ENTER SIGN ON ROUND ALUMINUM POST IN ACCORDANCE WITH MOST RECENT VERSION OF FDOT DESIGN STANDARDS



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Designed: _____
Drawn: _____
Checked: _____

No.	Date	By	Revisions

60255.08

ERDMAN ANTHONY
4400 ONE CENTRE DRIVE, SUITE 200
FORT MYERS, FL 33907
TEL: 888-299-1515 FAX: 888-299-1514

FRONTIER TRAILS PARK
SOUTHWEST RANCHES, FLORIDA
SIGNING AND
PAVEMENT MARKING

DANA I GILLETTE
FL PE 41913

Sheet Reference
Number
C-07
Sheet ___ of ___

TOWN OF SOUTHWEST RANCHES, FLORIDA
FRONTIER TRAILS PARK
IFB No. 19-001

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.

ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
GENERAL CONDITIONS					
1	MOBILIZATION/DEMobilIZATION AND GENERAL REQUIREMENTS (BONDS, PHOTOS, PERMITS, MOT)	1	LS	7999	7999
2	LAYOUT, SURVEY & RECORD DRAWINGS	1	LS	2000	2000
3	NPDES COMPLIANCE	1	LS	1000	1000
4	TESTING	1	ALLOW	1000	1000
GENERAL CONDITIONS SUBTOTAL					
CONSTRUCTION					
5	CUT/FILL/GRADE	1	LS	5000	5000
6	ASPHALT PARKING AND SIDEWALK (1.5" THICK)	6.5	TON	211	1372
7	CONCRETE PAD (6" THICK)	16	SY	50	800
8	LIMEROCK BASE (8" THICK)	65	CY	83	5395
9	COMPACTED SUBGRADE (12" THICK)	290	SY	4	1160
10	WHEEL STOP	2	EA	83	166
11	SIGNAGE	3	EA	360	1080
12	PAVEMENT MARKINGS	1	LS	1000	1000
CONSTRUCTION SUBTOTAL					
LANDSCAPING					
13	SOD	596	SY	4	2384
14	FAKAHATCHEE GRASS PLANTINGS	35	EA	10	350
15	FERTILIZER, MULCH, PLANTING, SOIL, WATER, MAINTENANCE	1	LS	1000	1000
LANDSCAPING SUBTOTAL					
PAVILION					
16	PURCHASE, SHIPPING, ENGINEERING (SEE EXHIBIT)	1	LS	\$ 16,913.90	\$ 16,913.90
17	INSTALLATION	1	LS	\$ 10,705.00	\$ 10,705.00
PAVILION SUBTOTAL					
\$ 27,618.90					
SCHEDULE OF BID ITEMS					
GENERAL CONDITIONS SUBTOTAL				11,999	
CONSTRUCTION SUBTOTAL				15,973	
LANDSCAPING SUBTOTAL				3,734	
PAVILION SUBTOTAL				\$ 27,618.90	
TOTAL				59,324.90	

BIDDER: PHE CONSTRUCTION, INC.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

December 13, 2018

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Gary Jablonski

Council Member Bob Hartmann

Council Member Freddy Fisikelli

Council Member Denise Schroeder

Andrew Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:08 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Southwest Ranches Certification as NWF Community Wildlife Habitat
Rose Bechard-Butman and Patrick Fitzgerald**

4. Public Comment

The following members of the public addressed the Town Council: Barbara Cailis, David Kuczynski, and Gay Chaples.

5. Board Reports

There were no board reports.

6. Council Member Comments

Council Member Hartmann reported that Aster Knight had surgery recently, and urged everyone to show their support by calling him on the phone. He informed there will be a public involvement meeting about the TSDOR project on December 18th. He mentioned that he visited the houses of the three finalists of the Holiday Festival of Lights and that they were all beautiful. He thanked PROS Manager December Lauretano-Haines for a successful Holiday Fun Horse Show. Council Member Hartmann announced that the Country Estates HOA is planning a barbecue sometime in March, and that more information will be coming soon. Lastly, he congratulated PROS Manager Lauretano-Haines and the Parks Board on achieving the Community Wildlife Habitat Certification for the Town.

Vice Mayor Jablonski advised of upcoming events such as the Winter Solstice on December 21st, the Flow Mobile DMV on December 27th, Mr. & Miss Southwest Ranches on January 4th, and the Hawkes Bluff Food Truck Event on January 25th. Also, he informed that Town Hall will close at 1 p.m. on Christmas Eve, December 24th and on New Year's Eve, December 31st, and that Town Hall will be closed on Christmas Day, December 25th and on New Year's Day, January 1st.

Council Member Fisikelli offered no comments.

Council Member Schroeder reported that Aster Knight is doing much better after his recent surgery. Even though he is having some difficulty with his vision, speech, and walking, Aster is in very good spirits and says that he is very grateful that he gets to wake up every day. She wished everyone a wonderful holiday.

Mayor McKay thanked everyone for coming and wished Aster a speedy recovery and looks forward to seeing him back in the audience. Mayor McKay wished everyone a happy holiday, and is looking forward to the next meeting in January.

7. Legal Comments

Town Attorney Poliakoff informed that the Town was sued three times this past month. The first case is about a resident who sued the Town because he feels he has the right to burn anything on his property. Next case is a resident who is suing the Town because he was informed by Jeff Katims that he may need to dedicate a portion of his property for a future trail when he comes in to plat. Lastly, a resident wants to sue the Town because he wants to put up a fence which is directly in the Town's right of way, two feet from a road. Town Attorney Poliakoff feels that all three cases should be dismissed. He hopes everyone has a happy and healthy holiday, and a prosperous New Year. He looks forward to January.

8. Administration Comments

Town Administrator Berns informed that all Town Staff including the Code Enforcement Department are aware of the manure issue raised during public comment. Even though there are certain agricultural rights for farming, it is a nuisance to the surrounding community, so the Code Enforcement Department has already cited them. The case will be coming before the Special Magistrate at the next Code hearing in January.

Town Administrator Berns congratulated and thanked PROS Manager Lauretano-Haines and the Parks Board for her leadership in helping the Town to achieve the Community Wildlife Habitat Certification. He also recognized and commended Town Financial Administrator, Martin Sherwood and his Finance team for his leadership of the Town's Achievement for Excellence certificate in Financial Reporting of the Comprehensive Annual Financial Report (CAFR) ending on December 30, 2017, by the Government Finance Officers Association. Mr. Berns announced the names and addresses of the winners of the Holiday Festival of Lights contest. He wished everyone a happy and healthy New Year.

Ordinance – 1st Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2019-2023 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE ORDINANCE.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO INCREASE THE NUMBER OF ADVISORY BOARD MEMBERS.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (RFNRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

Schroeder, Fisikelli, Vice Mayor Jablonski and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING RESOLUTION NO. 2015-017 CONCERNING THE TOWN'S ADVISORY COMMITTEE/BOARD POLICY; CREATING A NEW TOWN ADVISORY COMMITTEE/BOARD POLICY; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE NEW POLICY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS, LLC FOR CONTINUING GIS CONSULTING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Schroeder, seconded by Vice Mayor Jablonski,

and passed by a 5-0 roll call vote. The vote was as follows: Council Members Hartmann, Schroeder, Fisikelli, Vice Mayor Jablonski and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$53,500.00) TO RETAIN CRAVEN THOMPSON AND ASSOCIATES FOR SURVEYING SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FUNDED GREEN MEADOWS DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF EIGHTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$81,500.00) TO RETAIN KEITH AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR PHASE FIVE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE TOWN'S AGREEMENTS WITH WASTE PRO OF FLORIDA, INC. RELATING TO THE TOWN'S SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION, DISPOSAL, AND PROCESSING SERVICES (WASTE HAULING AND WASTE DISPOSAL AGREEMENTS); CLARIFYING THE AGREEMENT'S LANGUAGE; MODIFYING THE AGREEMENTS BASED UPON RENEGOTIATED TERMS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

- 21.** Annual Review of Charter Officials
Item was moved to January 24, 2018.
- 22.** Approval of Minutes
- a. September 27, 2018 – Regular Meeting
 - b. October 25, 2018 – Regular Meeting

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

MOTION: TO APPROVE THE MINUTES.

23. Adjournment - Meeting was adjourned at 8:30 PM.

Respectfully submitted:

Ivette Solera, Deputy Town Clerk, CMC

*Adopted by the Town Council on
this 24th day of January, 2019.*

Doug McKay, Mayor

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