



# Southwest Ranches Town Council

## REGULAR MEETING Agenda of August 11, 2016

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

<b><u>Mayor</u></b> Jeff Nelson	<b><u>Town Council</u></b> Steve Breitkreuz Freddy Fisikelli Gary Jablonski	<b><u>Town Administrator</u></b> Andrew D. Berns	<b><u>Town Attorney</u></b> Keith M. Poliakoff, J.D.
<b><u>Vice-Mayor</u></b> Doug McKay		<b><u>Town Financial Administrator</u></b> Martin Sherwood, CPA CGFO	<b><u>Assistant Town Administrator/Town Clerk</u></b> 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. **Davie Police Update - Captain Dale Engle**
4. **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.
5. **Board Reports**
6. **Council Member Comments**
7. **Legal Comments**
8. **Administration Comments**

### **Resolutions**

9. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND TEN CENTS (\$151,453.10) WITH WEEKLEY ASPHALT PAVING, INC. TO COMPLETE THE SW 190TH EXTENSION PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A PURCHASE ORDER WITH ERDMAN ANTHONY FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE SW 190TH AVENUE EXTENSION ROADWAY IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT WITH BROWARD COUNTY REGARDING THE RESOURCE RECOVERY BOARD TO ALLOW FOR THE DELAY IN THE SALE OF THE PARCEL OF LAND KNOWN AS ALPHA 250; AND PROVIDING FOR AN EFFECTIVE DATE.
12. **Approval of Minutes**
  - a. **July 14, 2016 Regular Meeting**
13. **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**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitreuz, Council Member**  
**Gary Jablonski, 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 Nelson and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Rod Ley, Town Engineer  
**DATE:** 8/11/2016  
**SUBJECT:** Agreement with Weekley Asphalt Paving Inc. for the SW 190th Extension Transportation Capital Improvement Project (CIP)

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### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with Weekley Asphalt Paving Inc. for the construction portion of the SW 190<sup>th</sup> Avenue Extension project.

### **Strategic Priorities**

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

### **Background**

The State Legislature appropriated \$243,000 for surveying, designing, constructing and inspecting this project through the Florida Department of Transportation. The Town surveyed and began designing the project in Fiscal Year 2015. The work must be completed before December 31, 2016.

On June 6, 2016, the Town advertised Invitation for Bid (IFB) 16-006 for the construction portion of the SW 190<sup>th</sup> Avenue Extension Project. On July 8, 2016, the Town received four

(4) responses:

<b>Proposer</b>	<b>Amount</b>
Weekley Asphalt Paving, Inc.	\$151,453.10
Maggolo Inc.	\$203,689.00
H&R Paving	\$216,025.00
Southeastern Engineering Contractors	\$222,671.00

After reviewing the bids, it was determined that Weekley Asphalt Paving, Inc. is the lowest responsive and responsible bidder that meets the requirements of the IFB.

**Fiscal Impact/Analysis**

The Town budgeted \$219,310 in total for this Transportation Fund capital improvement project (CIP) in Account # 101-5100-541-63340 (Infrastructure – Roadway Improvements) in the current FY 2015-2016 Town Budget.

A breakdown of the total project estimated costs are below:

	<b>FDOT</b>	<b>Town</b>	<b>Total</b>
Surveying	\$8,000.00	\$0.00	\$8,000.00
Engineering	\$39,990.00	\$0.00	\$39,990.00
Construction	\$138,458.10	\$12,995.00	\$151,453.10
Construction Inspection Services	\$12,155.00	\$0.00	\$12,155.00
<b>Total</b>	<b>\$198,603.10</b>	<b>\$12,995.00</b>	<b>\$211,598.10</b>

Accordingly, this project is anticipated to be completed on time and under budget.

**Staff Contact:**

Rod Ley, PE, LEED AP, CPESC  
Town Engineer

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	8/5/2016	Resolution
Agreement	7/18/2016	Agreement
FDOT Approval	7/18/2016	Backup Material

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS AND TEN CENTS (\$151,453.10) WITH WEEKLEY ASPHALT PAVING, INC. TO COMPLETE THE SW 190<sup>TH</sup> EXTENSION PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Fiscal Year 2014-15 General Appropriations Act provided the Town with an appropriation of \$243,000 in the Economic Development Transportation Projects for the 190th Extension from SW 49th Street to Griffin Road; and

**WHEREAS**, the Town, pursuant to Resolution 2015-018, has entered into an agreement with the Florida Department of Transportation (FDOT) to accept the funds; and

**WHEREAS**, this project is specifically named in the FY 2015-2016 Town Budget; and

**WHEREAS**, these improvements must be completed by December 31, 2016; and

**WHEREAS**, on June 6, 2016, the Town advertised Invitation for Bid (IFB) 16-006 for the SW 190<sup>th</sup> Avenue Extension Project; and

**WHEREAS**, on July 8, 2016, the Town received four (4) responses; and

**WHEREAS**, after reviewing the bids, it was determined that Weekley Asphalt Paving, Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB; and

**WHEREAS**, Weekley Asphalt Paving, Inc.'s bid tabulation as the lowest responsive and responsible bidder, came in at \$151,453.10; 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 One Hundred Fifty-One Thousand Four Hundred Fifty-Three and Ten Cents (\$151,453.10) with Weekley Asphalt Paving, Inc. for the SW 190<sup>th</sup> Avenue Extension 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 the 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.** 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 \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Nelson \_\_\_\_\_  
McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Jeff Nelson, 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**  
**WEEKLEY ASPHALT PAVING, INC.**  
**FOR**

Southwest 190<sup>th</sup> Avenue Extension

IFB No. 16-006

AGREEMENT FOR

SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Weekley Asphalt Paving, Inc. (hereinafter referred to as “Contractor”).

**WHEREAS**, the Town desires to extend SW 190<sup>th</sup> Avenue (“Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 16-006 on June 6, 2016 (“IFB”); and

**WHEREAS**, four (4) bids were received by the Town on July 8, 2016; and

**WHEREAS**, the Town has adopted Resolution No. 2016- \_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected Weekley Asphalt Paving, Inc. for award of the Project.

**NOW THEREFORE**, in consideration of the foregoing 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.

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 attendant to the execution of the Work and such existing site and other conditions have been accounted for within the Contract Price and Contract Time (as defined herein and elsewhere in the Contract Documents). 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 herein and elsewhere in the Contract Documents).

- 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 or for latent defects which may appear after the warranty period, which rights are cumulative and in no way limited by the warranty.

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

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for the Southwest 190<sup>th</sup> Avenue Extension
- 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 forty-five (45) calendar days beginning on the effective date of the Notice to Proceed (which shall not be prior to issuance of the building permit for the Work), 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 (other than punchlist work) has been completed; and
  - (iv) The Town’s engineer of record for the Project, Southwest 190<sup>th</sup> Avenue Extension, 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 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 **forty five (45) 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 an act of God, or act or omission on the part of the Town, or additional out of scope work is authorized by the Town in accordance with a properly executed Change Order, and such act or omission or work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall 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 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 fifteen (15) days after the date of Substantial Completion or no later than sixty (60) days from the issuance of the Notice to Proceed (“Final Completion Date”). Final Completion Date is defined as the date of 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 \$151,453.10 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. 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, including but not limited to liquidated damages 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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

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who claims are made or suit is brought, and (c) 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 to Town the required insurance documents in the manner prescribed herein and in the ITB at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability 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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

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limits. Notice shall be sent to:

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

And

Keith M. Poliakoff, Esq.  
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), but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

**Section 11: Non-discrimination**

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

**Section 12: Sovereign Immunity**

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

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

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

**Section 14: No Third Party Beneficiaries**

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

**Section 15: Funding**

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

**Section 16: Manner of Performance**

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

**Section 17: Public Records**

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

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

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

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

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

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

**Section 18: Termination**

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained due to the termination 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 applicable to the Work, failure to carry out the Work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of local, 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 18.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement or other funding source applicable become unavailable, Town may provide Contractor with seven (7) 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 18.
- 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 an acceptance of the Work or 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 or in equity.

**Section 23: Jurisdiction and Venue**

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

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

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

**Section 25: Gender**

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

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

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

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

**Section 30: Severability**

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. 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. The parties further agree that as a condition precedent to litigation of any claims arising out of or relating to this Agreement, the parties shall engage in pre-suit mediation before an agreed upon mediator and the parties shall split the costs equally of the mediation. If the parties cannot agree to a mediator, the parties agree to

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

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conduct mediation in accordance with the American Arbitration Association, with the Construction Industry Mediation Procedures applicable thereto. The venue for any mediation shall be in Broward County, Florida. If litigation is initiated by either party without complying with the mediation requirements herein, the parties agree that such litigation shall be stayed pending compliance. 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.  
Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, Florida 33301

If to Contractor:

Weekley Asphalt Paving  
20701 Stirling Road  
Pembroke Pines, FL 33332

**Section 33: Miscellaneous**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

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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 by Town 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.

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 2016.

**WITNESSES:**

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

**CONTRACTOR: WEEKLEY ASPHALT PAVING, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_(title)  
\_\_\_ day of \_\_\_\_\_ 2016

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Jeff Nelson, Mayor  
\_\_\_ day of \_\_\_\_\_ 2016

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
\_\_\_ day of \_\_\_\_\_ 2016

**ATTEST:**

\_\_\_\_\_  
Russell Muñiz, MMC, Assistant Town Administrator and Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

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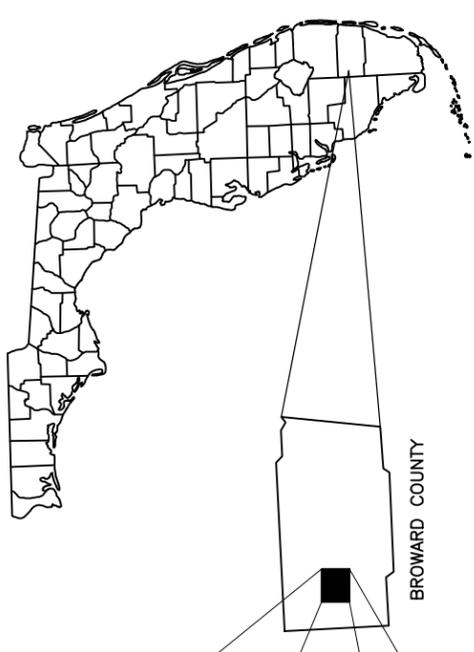
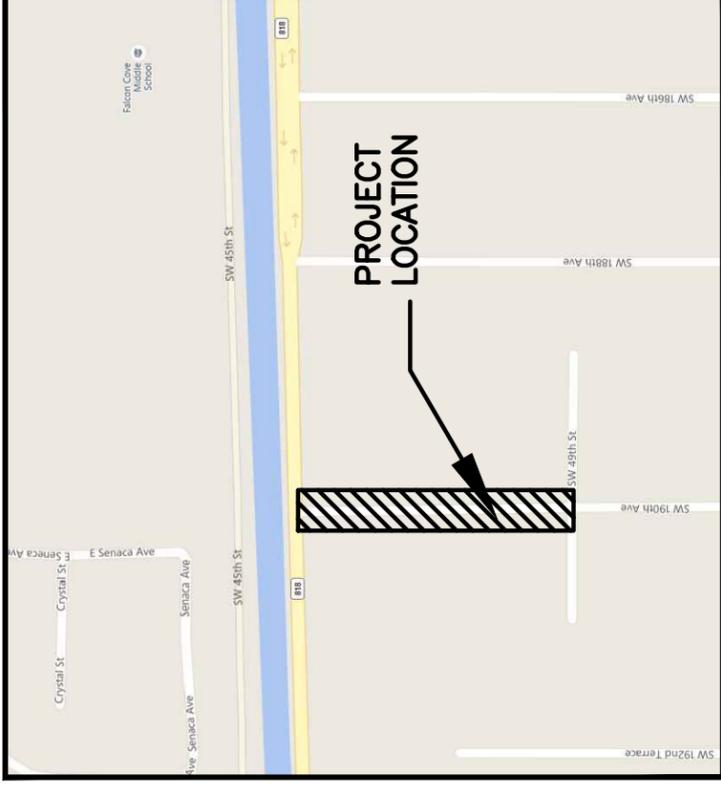
Exhibit B Drawings and Specifications

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# SW 190TH AVENUE ROADWAY IMPROVEMENTS FROM SW 49TH ST TO GRIFFIN ROAD



LOCATION MAP

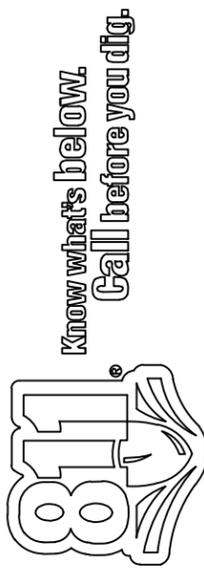


VICINITY MAP  
SCALE: N.T.S.

SECTION 36 & 25, TOWNSHIP 50S, RANGE 39E

PREPARED FOR:  
**TOWN OF  
SOUTHWEST RANCHES**

BOARD OF TOWN COMMISSIONERS	
MAYOR	JEFF NELSON
VICE MAYOR	DOUG MCKAY
COUNCIL MEMBER	STEVE BREITKREUZ
COUNCIL MEMBER	GARY JABLONSKI
COUNCIL MEMBER	FREDDY FISIKELLI



FILE NAME: 10-1829-G-00-COVR.dwg  
LAST SAVED: 06/15/16 - 9:08am

CAS PROJECT No. 15-1829

FILE NAME: 10-1829-G-00-COVR.dwg

BID SET

**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
7777 GLADES ROAD, SUITE 410 - BOCA RATON, FLORIDA 33434  
(561) 314-4445 WWW.CRAIGSMITH.COM  
CERTIFICATE OF AUTHORIZATION NUMBER: LB0003110



**GENERAL ABBREVIATIONS**

ABRV	DESCRIPTION	ABRV	DESCRIPTION
A/C	AIR CONDITION PAD	NTS	NOT TO SCALE
ACP	ASBESTOS CEMENT PIPE	ORB	OFFICIAL RECORDS BOOK
ALUM	ALUMINUM	O / S	OFF SET
APPROX	APPROXIMATELY	(P)	PLAT
B.C.R.	BROWARD COUNTY RECORDS	P.B.	PLAT BOOK
B/L	BASELINE	P.B.C.R.	PALM BEACH COUNTY RECORDS
BOTT	BOTTOM	PC	POINT OF CURVE
(C)	CALCULATED	PCP	PERMANENT CONTROL POINT
CIP	CAST IRON PIPE	PGS	PAGES
CL	CENTER LINE	PHDPE	PERFORATED HIGH DENSITY POLYETHYLENE
CONC	CONCRETE	PI	POINT OF INTERSECTION
D	DEED/DESCRIPTION	PK&D	PK NAIL AND DISK
D.E.	DRAINAGE EASEMENT	PRC	POINT OF REVERSE CURVE
DIA	DIAMETER	PROP	PROPOSED
DIP	DUCTILE IRON PIPE	PRM	PERMANENT REFERENCE MARKER
ELEV	ELEVATION	PSM	PROFESSIONAL SURVEYOR AND MAPPER
EOW	EDGE OF WATER	PT	POINT OF TANGENCY
EP	EDGE OF PAVEMENT	PVC	POLY VINYL CHLORIDE
EXIST	EXISTING	R	RADIUS
FF	FINISHED FLOOR	RCP	REINFORCED CONCRETE PIPE
FND	FOUND	R.E.	RIM ELEVATION
FPL	FLORIDA POWER & LIGHT	RGE	RANGE
GFF	GARAGE FINISHED FLOOR	R/W	RIGHT-OF-WAY LINE
HDPE	HIGH DENSITY POLYETHYLENE	SEC	SECTION
I.E.	INVERT ELEVATION	TOB	TOP OF BANK
IR	IRON ROD	TOE	TOE OF SLOPE
IR&C	IRON ROD AND CAP	TOP	TOP OF PIPE
IP	IRON PIPE	TWP	TOWNSHIP
L	ARC LENGTH	TYP	TYPICAL
LB	LICENSED BUSINESS	U.E.	UTILITY EASEMENT
LF	LINEAR FEET	VCP	VITRIFIED CLAY PIPE
(M)	MEASURED	Δ	DELTA

**GENERAL SYMBOL LEGEND**

SYM.	DESCRIPTION	SYM.	DESCRIPTION
☒	AERIAL TARGET	GM	GAS METER
☉	BENCH MARK	GMH	GAS MANHOLE
▣	CONCRETE MONUMENT	GSV	GAS VALVE
○	IRON PIPE	MW	MONITORING WELL
●	IRON ROD	VEP	VAPOR EXTRACTION POINT
ND	NAIL & DISC	GSP	FUEL PUMP DISPENSER
△	TRAVERSE POINT	GASM	GAS MARKER
●	IRON ROD AND CAP	VTP	VENT PIPE
⊗	X CUT	VBG	GAS VALVE BOX
●	DRILL HOLE	FCAP	FUEL FILL CAP
┌┐	11.25' PIPE BEND	PJB	TELEPHONE JUNCTION BOX
┌┐	22.5' PIPE BEND	PR	TELEPHONE RISER
┌┐	45' PIPE BEND	TMH	TELEPHONE MANHOLE
┌┐	90' PIPE BEND	FIBO	FIBER OPTIC CABLE MARKER
┌┐	CROSS PIPE FITTING	CATV	CATV RISER
┌┐	TEE PIPE FITTING	N	BACKFLOW PREVENTOR
┌┐	WYE PIPE FITTING	IBO	BLOW OFF
┌┐	REDUCER PIPE FITTING	ARV	AIR RELEASE VALVE
EMH	ELECTRIC MANHOLE	SP	SAMPLE POINT
EMTR	ELECTRIC MOTOR	FH	FIRE HYDRANT
φ	ELECTRICAL OUTLET	SIA	SIAMASE CONNECTION
◁	GROUND LIGHT	WM	WATER METER
EUB	ELECTRIC JUNCTION BOX	WV	WATER VALVE
EM	ELECTRIC METER	T	WATER SPIGOT
LPB	LIGHT POLE BOX	ICV	IRRIGATION CONTROL VALVE
TGB	TRAFFIC CONTROL BOX	IM	IRRIGATION METER
ER	ELECTRICAL RISER	SPR	SPRINKLER
FPL	TRANSFORMER	2	CITRUS TREE
←	GUY WIRE	12	CYPRESS TREE
⊙	GUY POLE	2	GENERIC TREE
⊙	LIGHT POLE	2	OAK TREE
⊙	CONCRETE UTILITY POLE	2	PINE TREE
⊙	METAL UTILITY POLE	2	PALM TREE
⊙	WOOD UTILITY POLE	2	MANGROVE
CO	MAST ARM POLE	GPR	GROUND PENETRATING RADAR
SMH	CLEAN OUT	B	BORING HOLE
SO	SANITARY MANHOLE	M	METER (UNKNOWN)
SV	STUB OUT	B	BOLLARD
SV	STAND PIPE	MB	COLUMN
CB	SEWER VALVE	FP	MAIL BOX
SDMH	CATCH BASIN	FP	FLAG POLE
YD	STORM DRAIN MANHOLE	MH	HANDICAP MARKER
YD	YARD DRAIN	MH	MANHOLE (UNKNOWN)
YD	CURB INLET	S	SATELLITE DISH
YD	CURB INLET W/ MANHOLE	PM	SIGN
YD	CURB INLET W/ GRATE	PM	PARKING METER
YD	CI W/ MANHOLE & GRATE	UB	POST
YD		UR	UTILITY BOX
YD		UR	UTILITY RISER
YD		UR	CEMETERY HEAD STONE

**STANDARD HATCH PATTERNS**

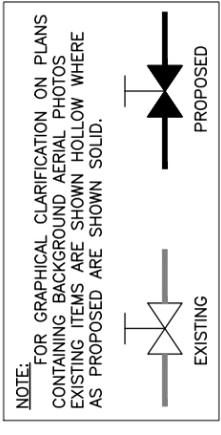
SYM	DESCRIPTION	SYM	DESCRIPTION
▣	CONCRETE	▣	STONE
▣	BRICK	▣	ASPHALT

**GENERAL ABBREVIATIONS**

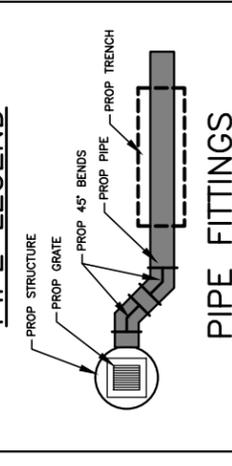
NUMBER / SHEET	DESCRIPTION
00	COVER SHEET
01	CIVIL ABBREVIATIONS, INDEX & LEGEND SHEET
02	KEY SHEET
03	GENERAL NOTES & SPECIFICATIONS
04-05	SURVEY SHEETS
06-07	PLAN VIEW
08-09	PAVEMENT MARKING & SIGNING
10-11	CROSS-SECTIONS
12	STANDARD DETAILS
13-15	GUIDE FOR SEDIMENT & EROSION CONTROL BMP'S

**LINE WEIGHTS**

EXISTING	SHADED SOLID LINES & TEXT DENOTE EXISTING EQUIPMENT, STRUCTURES AND WORK.
FUTURE	NON-SHADED DASHED LINES & TEXT DENOTE FUTURE EQUIPMENT, STRUCTURES AND WORK.
PROPOSED	NON-SHADED, BOLD, SOLID LINES & TEXT DENOTE PROPOSED EQUIPMENT, STRUCTURES AND WORK.



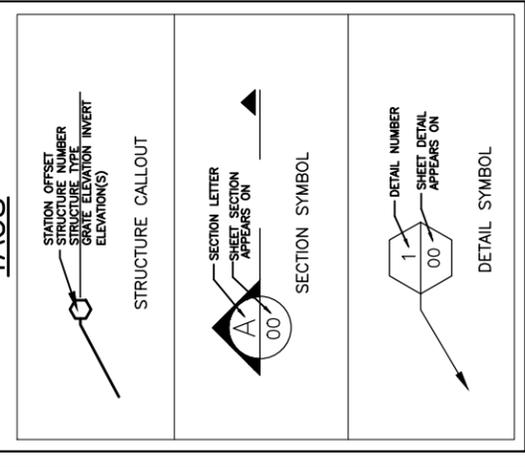
**PIPE LEGEND**



**PIPE FITTINGS**

SYM	DESC	SYM	DESC
┌┐	11.25' BEND	┌┐	45° BEND
┌┐	22.5' BEND	┌┐	90° BEND
┌┐	TEE	┌┐	WYE
┌┐	REDUCER	┌┐	PLUG
┌┐	CAP		

**TAGS**



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

BID SET

**STANDARD LINETYPES**

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
---	BASELINE	---	BURIED TRAFFIC CONTROL
---	PARCEL LINE	---	COMMUNICATIONS DUCTBANK CL
---	BOUNDARY LINE	---	FIBER OPTIC DUCTBANK CL
---	EASEMENT LINE	---	OVERHEAD WIRE
---	LOT LINE	---	BURIED ELECTRIC
---	RIGHT OF WAY LINE	---	BURIED STREET LIGHTING
---	CENTER LINE	---	ELECTRICAL DUCTBANK CENTER LINE
---	SECTION LINE	---	FORCE MAIN
---	LANDSCAPE LINE	---	SANITARY SEWER
---	EDGE OF WATER	---	SANITARY SERVICE
---	RR TRACKS	---	VACUUM SEWER
---	PLAT LINE	---	STORM DRAIN
---	CURB & GUTTER	---	FIRE LINE
---	FENCE LINE	---	RAW WATER LINE
---	GUARD RAIL	---	WATER LINE MAIN
---	UNKNOWN UTILITY	---	WATER LINE CHILLED
---	ABANDONED UTILITY	---	WATER SERVICE
---	NON FIELD VERIFIED UTILITY	---	IRRIGATION LINE
---	BURIED CABLE TV	---	GAS LINE ABOVE GROUND
---	BURIED COMMUNICATIONS LINE	---	BURIED GAS LINE
---	FIBER OPTIC CABLE	---	BURIED GAS SERVICE LINE
---	BURIED TELEPHONE	---	FUEL LINE

**STANDARD LINETYPES**

SYMBOL	DESCRIPTION
---	BURIED TRAFFIC CONTROL
---	COMMUNICATIONS DUCTBANK CL
---	FIBER OPTIC DUCTBANK CL
---	OVERHEAD WIRE
---	BURIED ELECTRIC
---	BURIED STREET LIGHTING
---	ELECTRICAL DUCTBANK CENTER LINE
---	FORCE MAIN
---	SANITARY SEWER
---	SANITARY SERVICE
---	VACUUM SEWER
---	STORM DRAIN
---	FIRE LINE
---	RAW WATER LINE
---	WATER LINE MAIN
---	WATER LINE CHILLED
---	WATER SERVICE
---	IRRIGATION LINE
---	GAS LINE ABOVE GROUND
---	BURIED GAS LINE
---	BURIED GAS SERVICE LINE
---	FUEL LINE

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
 Date: 11/18/15  
 Designed: SLZ  
 Drawn: JMM  
 Checked: SCS

PREPARED FOR:  
 TOWN OF  
 SOUTHWEST RANCHES  
 BROWARD COUNTY, FLORIDA

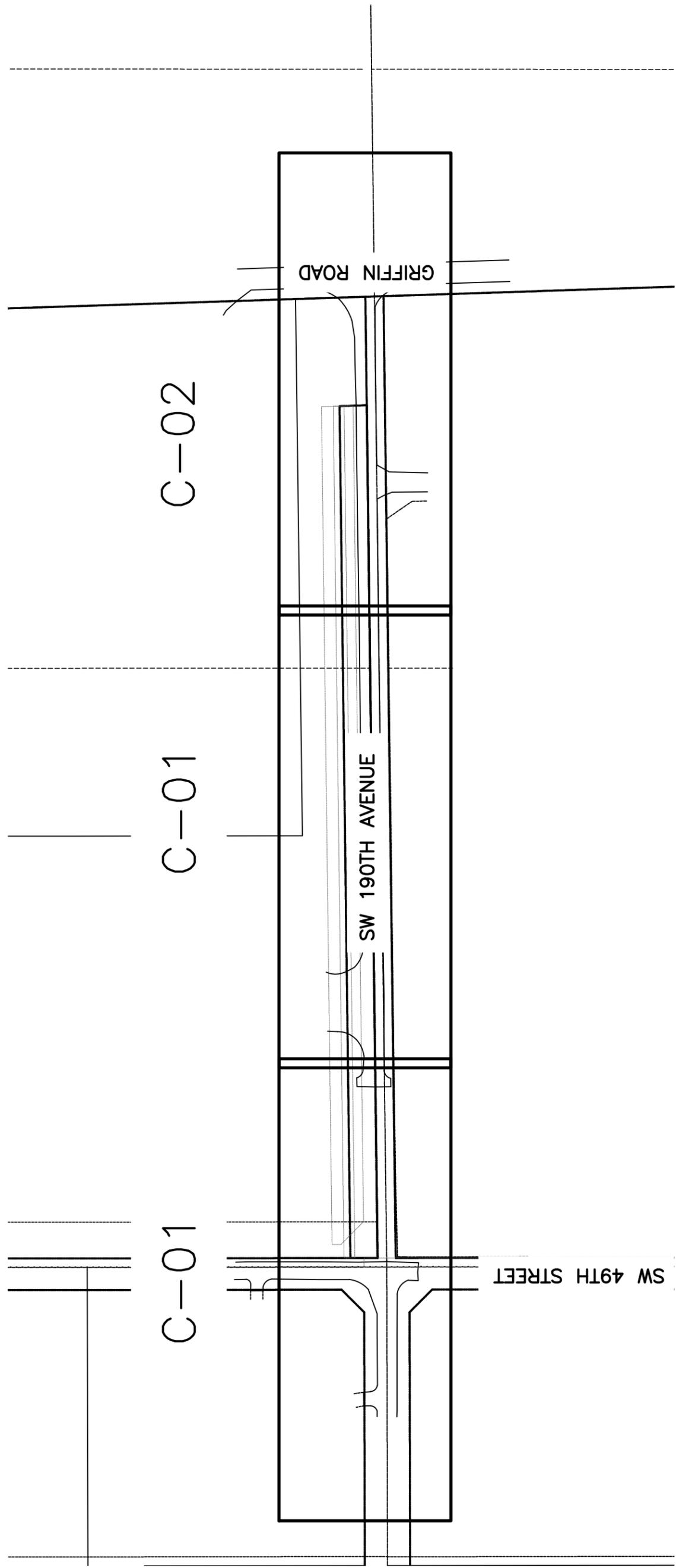
CRAIG A. SMITH & ASSOCIATES  
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
 7777 GLADES ROAD, SUITE 410  
 BOCA RATON, FLORIDA 33434  
 (561) 314-4445  
 CERTIFICATE NO. LB0003110

FILE NAME: 10-1829-G-01-LOND.dwg  
 LAST SAVED: 06/15/16 - 9:08am  
 CAS PROJECT NUMBER  
 15-1829

SHEET  
 G-01



0 30 60 120  
HORIZONTAL GRAPHIC SCALE  
24" X 36" SCALE: 1" = 60'-0"  
11" X 17" SCALE: 1" = 120'-0"



NO.	DATE	REVISION	BY

Date: 11/18/15  
 Designed: SLZ  
 Drawn: MM  
 Checked: SCS

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
 DATE: \_\_\_\_\_  
 FLORIDA PROFESSIONAL ENGINEER NO. 48239

**CRAIG A. SMITH & ASSOCIATES**  
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 777 GLADES ROAD, SUITE 410  
 BOCA RATON, FLORIDA 33434  
 (561) 314-4445  
 CERTIFICATE NO. LB0003110

PREPARED FOR:  
**TOWN OF  
 SOUTHWEST RANCHES**  
 BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
 ROADWAY IMPROVEMENTS  
 KEY SHEET

FILE NAME: 10-1829-G-02-KEY.dwg  
 LAST SAVED: 06/15/16 - 9:09am  
 CAS PROJECT NUMBER  
**15-1829**

SHEET  
**G-02**

BID SET

## GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWN OF SOUTHWEST RANCHES MINIMUM STANDARDS, FDOT MANUAL OF UNIFORM MINIMUM STANDARDS, FDOT 2015 DESIGN STANDARDS, AND BROWARD COUNTY MINIMUM STANDARDS.
2. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, U.S. DOT, F.H.W.A., THE STATE OF FLORIDA MANUAL OF ROADWAY TRAFFIC DESIGN STANDARDS AND BROWARD COUNTY REQUIREMENTS.
3. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN IN ACCORDANCE WITH FDOT DESIGN STANDARDS 600 SERIES FOR APPROVAL BY THE TOWN OF SOUTHWEST RANCHES PRIOR TO CONSTRUCTION.
4. ALL ROADWAY CONNECTIONS SHALL BE SAWCUT NEATLY AND MATCH THE EXISTING ASPHALT GRADES.
5. ALL WORK SHALL CONFORM TO CURRENT A.D.A. (AMERICAN DISABILITIES ACT) STANDARDS FOR ACCESSIBLE DESIGN.
6. ACCESS SHALL BE PROVIDED TO ANY PROPERTY WHENEVER CONSTRUCTION INTERFERES WITH THE EXISTING MEANS OF ACCESS.
7. ANY N.G.S. '29 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE THE CONTRACTOR SHALL NOTIFY:  
GEODETC INFORMATION CENTER  
ATTN: N.CG-162  
6001 EXECUTIVE DRIVE  
ROCKVILLE, MARYLAND 20852  
(301) 443-8319
8. THE EXISTENCE AND LOCATION OF ALL UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
9. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED.
10. THE CONTRACTOR IS WARNED TO USE EXTREME CAUTION WHEN CONSTRUCTION IS NEAR OR AROUND ANY ELECTRICAL FACILITIES.
11. THE CONTRACTOR SHALL USE CAUTION TO AVOID EXISTING SPRINKLER SYSTEMS DURING CONSTRUCTION. SPRINKLERS DAMAGED BY THE CONTRACTOR MUST BE REPLACED AT NO ADDITIONAL CHARGE TO THE OWNER.
12. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN ON THESE PLANS AND ALL OTHER UTILITIES AND IMPROVEMENTS NOT SHOWN. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION AND SHALL MAINTAIN SUFFICIENT PROTECTION TO ALL UTILITIES REQUIRED TO PROTECT THEM FROM DAMAGE AND TO PROTECT THE PUBLIC DURING CONSTRUCTION.
13. CONTRACTOR SHALL CONTACT THE TOWN OF SOUTHWEST RANCHES AND THE UNDERGROUND UTILITIES NOTIFICATION CENTER 48 HOURS PRIOR TO INSTALLATION OF UTILITIES.
14. THE CONTRACTOR SHALL NOTIFY FLORIDA POWER AND LIGHT CO., BELL SOUTH TELEPHONE CO., AND ANY OTHER UTILITY COMPANY WHICH MAY HAVE THEIR UTILITIES WITHIN THE CONSTRUCTION AREAS BEFORE BEGINNING CONSTRUCTION.
15. A PRE-CONSTRUCTION MEETING IS TO BE HELD BETWEEN THE TOWN OF SOUTHWEST RANCHES, THE ENGINEER OF RECORD, THE CEI TEAM, THE CONTRACTOR, AND ALL OTHER INTERESTED PARTIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
16. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE CEI TEAM FOR APPROVAL PRIOR TO INSTALLATION. ANY ITEMS INSTALLED WITHOUT PRIOR APPROVAL BY THE ENGINEER SHALL BE SOLELY AT THE CONTRACTOR'S RISK. SHOULD THE AT RISK ITEM BE FOUND INSUFFICIENT OR BE REJECTED BY THE ENGINEER, THE CONTRACTOR WILL IMMEDIATELY REMOVE THE REJECTED ITEM AND REPLACE IT WITH A PROPERLY APPROVED ITEM AT NO COST TO THE TOWN. IN ADDITION, THE COSTS OF ALL RELATED RE-INSPECTION, RE-EVALUATION AND ANY REQUIRED SURVEY WILL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SUFFICIENT AMOUNTS TO COVER SUCH CHARGES WILL BE WITHHELD FROM ANY MONIES OWED TO THE CONTRACTOR.
17. ELEVATIONS SHOWN HEREON ARE BASED ON THE ATTACHED SURVEY PREPARED BY CRAVEN THOMPSON & ASSOCIATES.
18. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE PLANS AND CONSTRUCTION STANDARDS AND SPECIFICATIONS. SUBSTITUTIONS AND DEVIATIONS FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE ENGINEER AND TOWN.
19. CONSTRUCTION INSPECTION WILL BE PERFORMED BY THE CEI TEAM AND IS REQUIRED. THE CONTRACTOR SHALL NOTIFY THE CEI TEAM AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION AND AT LEAST 48 HOURS BEFORE REQUIRING INSPECTION OF EACH AND EVERY PHASE OF WORK.
20. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION.
21. CONTRACTOR TO MAINTAIN ACCESS TO BUSINESS AND RESIDENTIAL LOCATIONS BY NORMAL MEANS AND METHODS I.E. TEMPORARY STEEL PLATES, TEMP LIMEROCK, ETC. ALL ASSOCIATED COSTS TO BE INCLUDED IN M.O.T. ITEM.

## PAVEMENT MARKING AND STRIPING NOTES

1. PAVEMENT MARKINGS, REFLECTIVE PAVEMENT MARKERS AND GEOMETRICS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD) AND BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS.
2. ALL PAVEMENT MARKINGS WITHIN PUBLIC RIGHT-OF-WAYS SHALL BE REFLECTORIZED THERMOPLASTIC.
3. ALL EXISTING PAVEMENT MARKINGS IN CONFLICT WITH PROPOSED DESIGN SHALL BE REMOVED. METHOD OF REMOVAL TO BE APPROVED BY BROWARD COUNTY TRAFFIC ENGINEERING DEPARTMENT (BCTED).
4. ALL R1-1 SIGNS SHALL HAVE HIGH INTENSITY SHEETING.
5. ALL TEMPORARY PAVEMENT MARKINGS WITHIN PUBLIC RIGHT-OF-WAYS SHALL BE PAINTED IN ACCORDANCE WITH BCTED MINIMUM STANDARDS UNLESS OTHERWISE NOTED EXCEPT ON FINAL LIFT WHICH SHALL BE FOIL BACK TAPE OR PAPER TAPE.
6. CONTRACTOR SHALL PROVIDE ALL SIGNS AND CONCRETE BARRIERS THAT ARE REMOVED TO THE TOWN OF SOUTHWEST RANCHES UNLESS DIRECTED OTHERWISE.

## SOUTH BROWARD DRAINAGE DISTRICT

### GENERAL NOTES

1. THE FOLLOWING GENERAL NOTES ARE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT (SBDD). THEY ARE NOT MEANT TO BE ALL INCLUSIVE. IT IS THE ENGINEER'S RESPONSIBILITY TO ADD ANY NOTES WHICH WILL INFORM THE OWNER AND THE CONTRACTOR OF ANY ADDITIONAL REQUIREMENTS OF SBDD.
  2. THE CONTRACTOR SHALL CONTACT SBDD 48 HOURS OR TWO (2) WORKING DAYS PRIOR TO ANY REQUIRED INSPECTION. TO SCHEDULE INSPECTIONS, PLEASE CALL SBDD AT (954)660-3337. SBDD'S WORKING HOURS ARE FROM 8:00 AM TO 4:30 PM. MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.
  3. ANY REVISIONS TO PLANS PERMITTED BY SBDD MUST BE APPROVED BY SBDD PRIOR TO CONSTRUCTION.
  4. A PRECONSTRUCTION MEETING SHALL BE SCHEDULED AND HELD AT LEAST FIVE (5) DAYS PRIOR TO BEGINNING CONSTRUCTION.
  5. A SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO SBDD AFTER APPROVAL BY THE ENGINEER OF RECORD.
  6. DURING CONSTRUCTION, SBDD PERSONNEL WILL INSPECT THE FOLLOWING:
    - .. INSTALLATION OF ALL UNDERGROUND DRAINAGE FACILITIES BEFORE BACKFILLING,
    - .. BACKFILLING OF DRAINAGE TRENCHES,
    - .. SHAPING OF CANAL AND LAKE BANKS FROM THE DEEP CUT TO THE UPLAND EASEMENT LINE OR AS REQUIRED BY SBDD,
    - AND ANY OTHER DRAINAGE RELATED CONSTRUCTION WORKRE-INSPECTIONS OR EXTRAORDINARY INSPECTIONS WILL BE SUBJECT TO ADDITIONAL FEE CHARGES BY SBDD.
  7. THE CONTRACTOR CONSTRUCTING OR EXCAVATING LAKES OR OTHER WATER BODIES SHALL EXERCISE EXTREME CAUTION TO ENSURE THAT THE SIDE SLOPES AND DEEP CUT LINES ARE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS FOR THE DEVELOPMENT. THE CONTRACTOR OR OWNER SHALL PERIODICALLY, OR AS REQUIRED BY SBDD, OBTAIN A SURVEY, FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION OF THE DEEP CUT LINES PRIOR TO FORMING THE SIDE SLOPES. THIS SURVEY SHALL BE PERFORMED PRIOR TO THE OWNER/CONTRACTOR BEGINNING CONSTRUCTION OF ANY BUILDING PADS ADJACENT TO THE WATER BODY. IN THE EVENT THAT THE CONTRACTOR OVER DIGS THE WATER BODY, THE OWNER/CONTRACTOR SHALL SUBMIT TO SBDD ITS SOLUTION TO CORRECT THE OVER DIGGING. ANY SUGGESTED REMEDY OR CORRECTION MUST BE APPROVED BY SBDD BEFORE THE CONTRACTOR BEGINS THE PROPOSED CORRECTION/REMEDY.
  8. PAVING AND DRAINAGE "AS-BUILT" PLANS CERTIFIED BY THE ENGINEER OF RECORD AND APPROVED BY SBDD'S ENGINEER AND DIRECTOR WILL BE REQUIRED BEFORE THE RELEASE OF THE BOND OR LETTER OF CREDIT. AS-BUILTS SHALL BE PROVIDED AS AN OVERLAY OF THE APPROVED CONSTRUCTION DRAWINGS AND AT THE SAME SCALE AS ORIGINALLY SUBMITTED. AS-BUILT SUBMITTALS SHALL CONFORM TO THE REQUIREMENTS OF SECTION SIX (6) OF SBDD'S CRITERIA MANUAL. AS-BUILTS MUST ALSO BE PROVIDED ON AN AUTOCAD DISC.
  9. AS-BUILT DRAWINGS OF WATER BODIES SHALL INCLUDE THE DATA ADDRESSED IN THE "AS-BUILT LAKE SECTION" IN EXHIBIT 26 OF SBDD'S CRITERIA MANUAL. THE AS-BUILT CROSS SECTIONS SHALL BE PROVIDED AT NOT MORE THAN 100 FOOT INTERVALS AND AT ALL OUTFALL PIPES CONSTRUCTED WITHOUT HEADWALLS.
  10. SBDD WILL NOT COMPLETE THE FINAL INSPECTION UNTIL THE AS-BUILT PACKAGE WHICH MUST INCLUDE THE ENGINEER'S CERTIFICATION AND TEST RESULTS FOR STABILIZATION OF LAKE/CANAL MAINTENANCE EASEMENTS, ARE RECEIVED.
- NOTE TO THE DESIGN ENGINEER FROM THE SBDD DISTRICT ENGINEER:
- YOU ARE WELCOME TO REVISE DETAILS ON THIS SHEET TO MEET THE SPECIFIC REQUIREMENTS OF A PROJECT PROVIDED THAT THE FOLLOWING CONDITIONS ARE MET.
1. REVISIONS MUST NOT BE IN CONFLICT WITH THE DISTRICT'S DESIGN CRITERIA.
  2. YOU MUST CLOUD EACH REVISION AND NOTE IT IN THE REVISION BOX BELOW.

22. SOD SHALL BE PLACED WITHIN LIMITS OF AREA DISTURBED BY INCIDENTAL CONSTRUCTION ACTIVITIES AND SHALL BE RESODDED AT NO COST TO THE TOWN OF SOUTHWEST RANCHES. SOD SHALL BE PINNED, AS NECESSARY IN AREAS STEEPER THAN 4:1 SLOPE.

23. DE-WATERING PERMITS, IF REQUIRED, ARE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR WILL OBTAIN A WATER USE PERMIT FOR ANY CONSTRUCTION DE-WATERING AS NECESSARY FROM THE APPROPRIATE WATER MANAGEMENT DISTRICT.

24. CONTRACTOR SHALL COORDINATE WITH UTILITY OWNERS FOR ANY RELOCATIONS OR ADJUSTMENTS MADE NECESSARY AS RESULT OF THE PROPOSED IMPROVEMENTS.

## GRADING & PAVING SPECIFICATIONS

1. ALL EXISTING ORGANIC AND DELETERIOUS MATERIAL WITHIN THE ROADWAY LIMITS DISCOVERED DURING CONSTRUCTION SHALL BE REMOVED. NO MATERIAL OF FDOT CLASS A-5, A-7 OR A-8 SHALL BE ALLOWED.
2. STABILIZED SUBGRADE IN RIGHT-OF-WAY SHALL BE COMPACTED TO 98% FDOT MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 IN 6" MAXIMUM LAYERS WITH MINIMUM LIMEROCK BEARING RATIO (LBR) OF 40.
3. LIMEROCK BASE COURSE SHALL HAVE A MINIMUM LIMEROCK BEARING RATE (LBR) OF 100 AND SHALL BE A MINIMUM OF EIGHT (8) INCHES THICK, HAVING A MINIMUM PERCENTAGE OF CALCIUM AND MAGNESIUM OF 70. BASE MATERIAL SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 98% OF MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-180 UNDER ALL PAVED AREAS. MATERIAL SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS SECTION 911.
4. ASPHALTIC CONCRETE SURFACE COURSE SHALL BE TYPE SP & CONFORM TO THE REQUIREMENTS OF SECTION 334 OF FDOT STANDARD SPECIFICATIONS (LATEST EDITION).
5. PRIME COAT AND TACK COAT SHALL CONFORM TO THE REQUIREMENTS OF SECTION 300 OF FDOT STANDARD SPECIFICATIONS.
6. ALL REPAIRS TO EXISTING PAVEMENT SHALL RECEIVE SAW-CUT EDGES PRIOR TO RELAYING ASPHALT.
7. ALL PAVEMENT DIMENSIONS, ELEVATIONS AND RADII SHOWN ON THE PLANS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
8. ALL CATCH BASINS ADJACENT TO CONSTRUCTION AREAS SHALL BE COVERED WITH MIRAFI, 140 OR DUPONT TYPAR FILTER FABRIC.

## EROSION CONTROL NOTES

1. CONTRACTOR SHALL OBTAIN AN N.P.D.E.S. N.O.I. PERMIT FROM FDEP, WILL IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN AND WILL PROVIDE ALL SEDIMENT AND TURBIDITY CONTROL DEVICES USING BEST MANAGEMENT PRACTICES (BMP'S).
2. THE CONTRACTOR SHALL MAKE EVERY EFFORT DURING CONSTRUCTION TO CONTROL WIND AND WATER EROSION OF THE SOIL ON THE SITE
3. THE CONTRACTOR SHALL CONTROL EXCESSIVE RUNOFF FROM THE PROJECT DURING THE CLEARING AND GRUBBING OPERATION OF THE PROJECT.
4. TYPE I HAY BALES, SILT FENCE, FLOATING TURBIDITY BARRIERS, AND ANY OTHER APPLICABLE EROSION CONTROL BMP'S SHALL BE INSTALLED ON THE SITE TO PREVENT EROSION FROM STORM WATER DISCHARGE AND TO PREVENT STORM WATER FROM ENTERING ONTO ADJACENT PROPERTIES. HAY BALES, SILT FENCE AND FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDEX 102 & 103. SILT FENCE SHALL BE PLACED AROUND THE PROJECT AS REQUIRED AND/OR SHOWN ON THE PLANS AND SHALL BE MAINTAINED THROUGHOUT THE ENTIRETY OF THE PROJECT.
5. SHOULD THE SITE BECOME EXCESSIVELY DRY, AND WIND AND SOIL EROSION BECOMES PREVALENT AND A NUISANCE TO THE COMMUNITY, THE CONTRACTOR SHALL WATER AND/OR SEED AND MULCH THE AREA, AND/OR PROVIDE FENCING AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER INLETS TO PREVENT SEDIMENT FROM CLOGGING THE STORM SEWER SYSTEM.
7. THE CONTRACTOR SHALL CHECK AND REMOVE ALL SILTS AND SEDIMENTS FROM ALL STORM SEWER INLETS BI-WEEKLY UNTIL SITE HAS BEEN ACCEPTED.

NO.	DATE	ADD GENERAL NOTE #24	MM	BY
1	6/15/16			
		REVISION		

Date:	11/18/15
Designed:	SLZ
Drawn:	MM
Checked:	SCS

APPROVED BY:	STEVEN L. ZIELNICKI, P.E.
DATE	

**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
7777 GLADES ROAD, SUITE 410  
BOCA RATON, FLORIDA 33434  
(561) 314-4445  
CERTIFICATE NO. LB0003110



PREPARED FOR:  
**TOWN OF SOUTHWEST RANCHES**  
BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
ROADWAY IMPROVEMENTS  
GENERAL NOTES

FILE NAME: 10-1829-0-03 --NOTE.dwg  
LAST SAVED: 06/15/16 - 8:12am  
CAS PROJECT NUMBER  
**15-1829**

SHEET  
**G-03**

**BID SET**

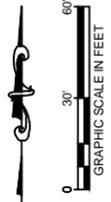
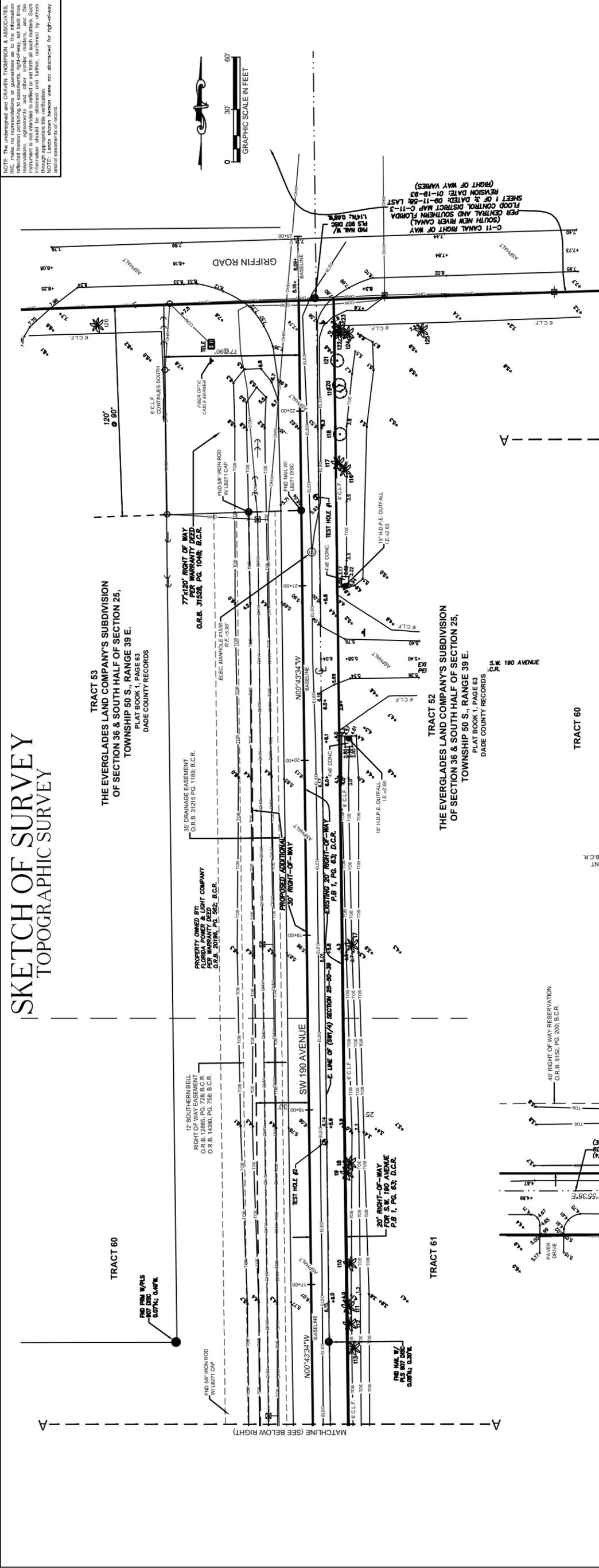


# SKETCH OF SURVEY TOPOGRAPHIC SURVEY

TRACT 53  
THE EVERGLADES LAND COMPANY'S SUBDIVISION  
OF SECTION 36 & SOUTH HALF OF SECTION 25,  
TOWNSHIP 50 S., RANGE 39 E.  
PLAT BOOK 1, PAGE 63  
DADE COUNTY RECORDS

TRACT 52  
THE EVERGLADES LAND COMPANY'S SUBDIVISION  
OF SECTION 36 & SOUTH HALF OF SECTION 25,  
TOWNSHIP 50 S., RANGE 39 E.  
PLAT BOOK 1, PAGE 63  
DADE COUNTY RECORDS

TRACT 61  
THE EVERGLADES LAND COMPANY'S SUBDIVISION  
OF SECTION 36 & SOUTH HALF OF SECTION 25,  
TOWNSHIP 50 S., RANGE 39 E.  
PLAT BOOK 1, PAGE 63  
DADE COUNTY RECORDS



NOTE: The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or warranties as to the information contained herein. It is the responsibility of the client to verify the accuracy of the information and to obtain all necessary permits and approvals. The instrument is not intended to reflect or set forth all such matters. Such matters shall be determined by the client and further confirmed by others through appropriate life verification.  
NOTE: Lines shown herein were not abstracted for right-of-way and easements of record.

**CRAVEN • THOMPSON AND ASSOCIATES, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
3563 N.W. 52ND STREET, FORT LAUDERDALE, FLORIDA 33309  
FAX (954) 739-6408  
TEL: (954) 739-6408  
FLORIDA LICENSED LANDSCAPE SURVEYING & MAPPING BUSINESS NO. 2711

**TOPOGRAPHIC SURVEY**  
TOWN OF SOUTHWEST RANCHES  
PREPARED FOR:  
TOWN OF SOUTHWEST RANCHES  
BROWARD COUNTY, FLORIDA  
SW 190th AVENUE

PROJECT NO. 15-0037-001-01  
SEAL  
V-2  
SHEET 2 OF 7

TREE#	DESCRIPTION
11	6" CHRISTMAS PALM BH=10'
12	6" CHRISTMAS PALM BH=12'
13	10" FOXTAIL PALM BH=16'
14	6" CHRISTMAS PALM BH=16'
15	8" MAHOAGANY
16	12" ROYAL PALM BH=16'
17	4" ALEXANDER PALM BH=12'
18	3" ALEXANDER PALM BH=5'
19	4" ROBELLINI PALM BH=7'
110	3" ALEXANDER PALM BH=6'
111	3" ALEXANDER PALM BH=6'
112	12" ROBELLINI PALM BH=3'
113	3" ALEXANDER PALM BH=6'
114	3" ALEXANDER PALM BH=6'
115	3" ALEXANDER PALM BH=6'
116	4" ALEXANDER PALM BH=6'
117	4" ALEXANDER PALM BH=10'
118	16" ROYAL POINCIANNA
119	6" BLACK OLIVE
120	48" BLACK OLIVE
121	3" ALEXANDER PALM BH=6'
122	3" ALEXANDER PALM BH=6'
123	3" ALEXANDER PALM BH=6'
124	3" ALEXANDER PALM BH=12'
125	16" SABAL PALM BH=12'
126	16" SABAL PALM BH=16'

SEE SHEET V-1 FOR DESCRIPTION, SURVEYOR'S NOTES, LEGENDS,  
CERTIFICATE AND SITE LOCATION SKETCH  
SEE SHEETS V-3 THRU V-7 FOR CROSS SECTIONS

THIS DRAWING WAS NOT PLOTTED BY THE SURVEY DEPARTMENT

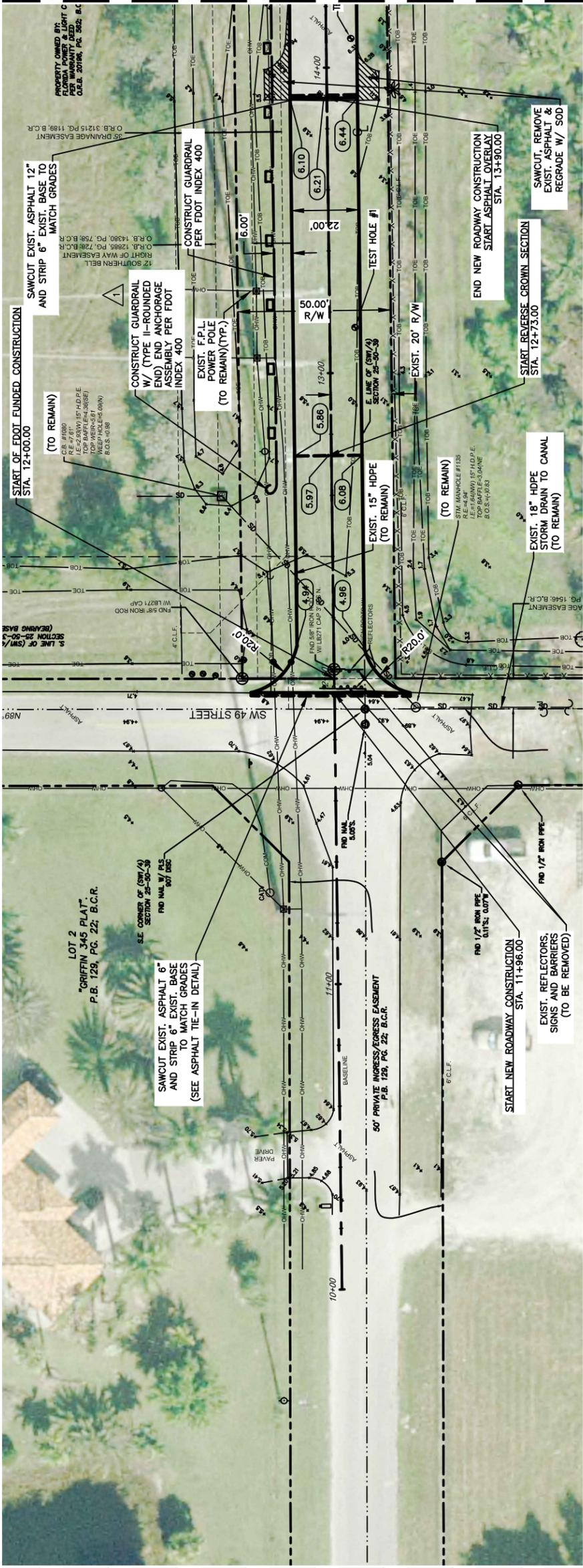


0 10 20 40  
 HORIZONTAL GRAPHIC SCALE  
 24" X 36" SCALE: 1" = 20'-0"  
 11" X 17" SCALE: 1" = 40'-0"

PLAN VIEW

NOTES:  
 1.

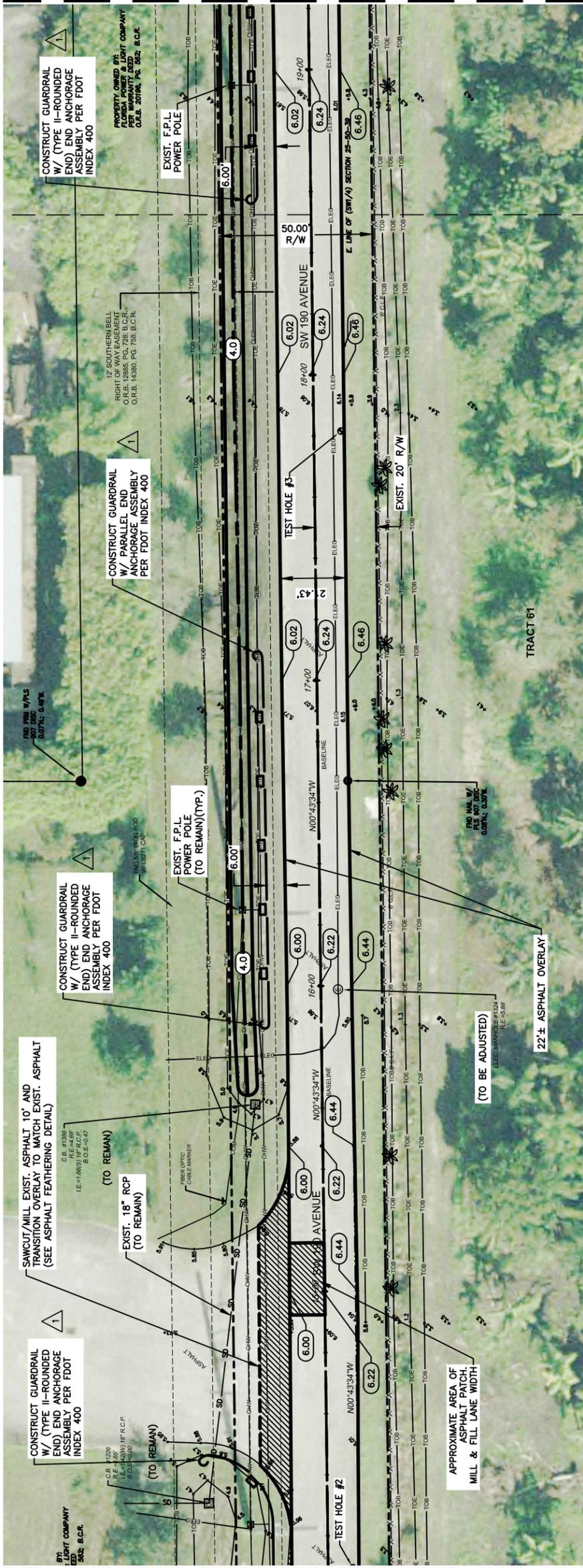
SEE BOTTOM LEFT THIS SHEET  
 FOR CONTINUATION



0 10 20 40  
 HORIZONTAL GRAPHIC SCALE  
 24" X 36" SCALE: 1" = 20'-0"  
 11" X 17" SCALE: 1" = 40'-0"

PLAN VIEW

SEE SHEET C-2 FOR CONTINUATION



SEE TOP RIGHT THIS SHEET  
 FOR CONTINUATION

BID SET

NO.	DATE	REV.	END ANCHORAGE & LENGTHS	MM	BY
1	6/15/16				

Date: 11/18/15  
 Designed: SLZ  
 Drawn: MM  
 Checked: SCS

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
 DATE: \_\_\_\_\_  
 FLORIDA PROFESSIONAL ENGINEER NO. 48239

CRAIG A. SMITH & ASSOCIATES  
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
 7777 GLADES ROAD, SUITE 410  
 BOCA RATON, FLORIDA 33434  
 (561) 314-4445  
 CERTIFICATE NO. LB00031110

PREPARED FOR:  
 TOWN OF  
 SOUTHWEST RANCHES  
 BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
 ROADWAY IMPROVEMENTS  
 PLAN VIEW

FILE NAME: 30-1829-C-01-PLAN.dwg  
 LAST SAVED: 06/15/16 - 9:42am  
 CAS PROJECT NUMBER  
 15-1829  
 SHEET  
 C-01

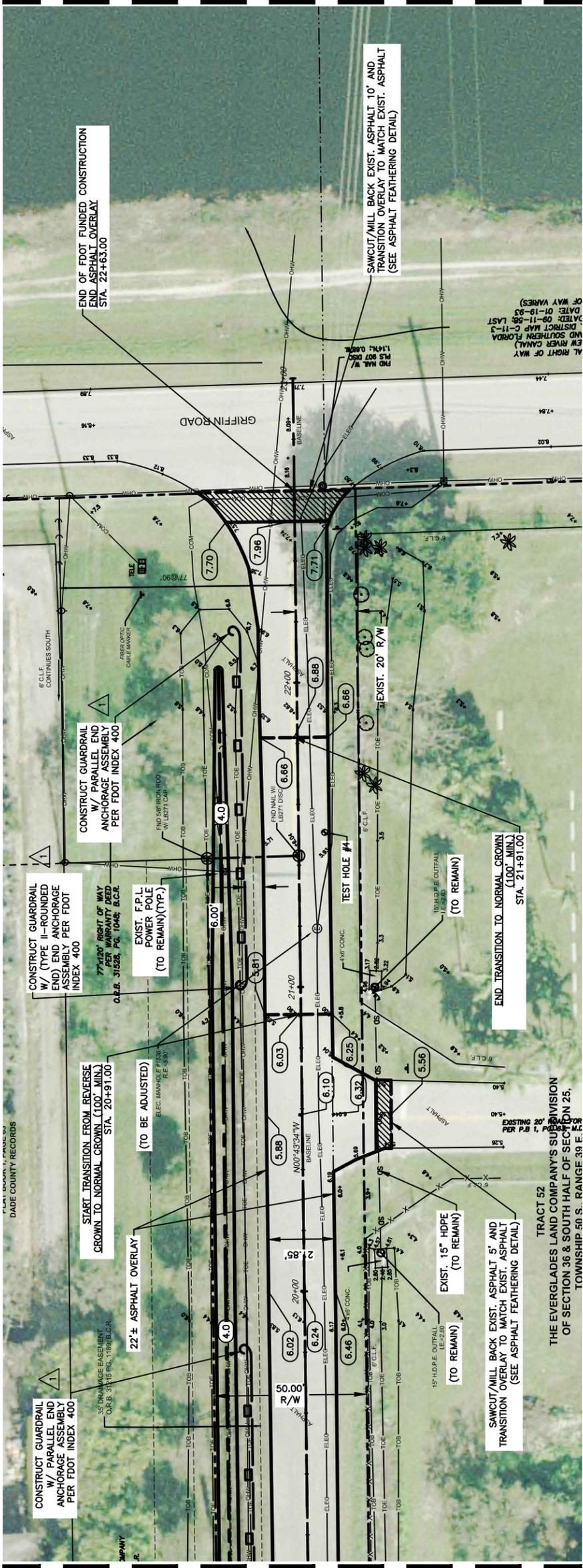


HORIZONTAL GRAPHIC SCALE  
24" X 36" SCALE: 1" = 20'-0"  
11" X 17" SCALE: 1" = 40'-0"

PLAN VIEW

NOTES:  
1.

LIMITS OF PROJECT



SEE SHEET C-1 FOR CONTINUATION

NO.	DATE	REV. END ANCHORAGE & LENGTHS	MM	BY
1	6/15/16		MM	

Date: 11/18/15  
Designed: SLZ  
Drawn: MM  
Checked: SCS

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
DATE: \_\_\_\_\_  
FLORIDA PROFESSIONAL ENGINEER NO. 48239

**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
7777 GLADES ROAD, SUITE 410  
BOCA RATON, FLORIDA 33434  
(561) 314-4445  
CERTIFICATE NO. LB0003110

PREPARED FOR:  
**TOWN OF  
SOUTHWEST RANCHES**  
BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
ROADWAY IMPROVEMENTS  
PLAN VIEW

FILE NAME: 30-1829-C-02-PLAN.dwg  
LAST SAVED: 06/15/16 - 8:55am  
CAS PROJECT NUMBER  
**15-1829**

SHEET  
**C-02**

BID SET

NO.	DATE	REVISION	MM	BY
1	6/15/16	ADD STREET ID SIGN		

Date:	11/18/15
Designed:	SLZ
Drawn:	MM
Checked:	SCS

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
 DATE: \_\_\_\_\_  
 FLORIDA PROFESSIONAL ENGINEER NO. 48239

**CRAIG A. SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
 7777 GLADES ROAD, SUITE 410  
 BOCA RATON, FLORIDA 33434  
 (561) 314-4445  
 CERTIFICATE NO. LB0003110

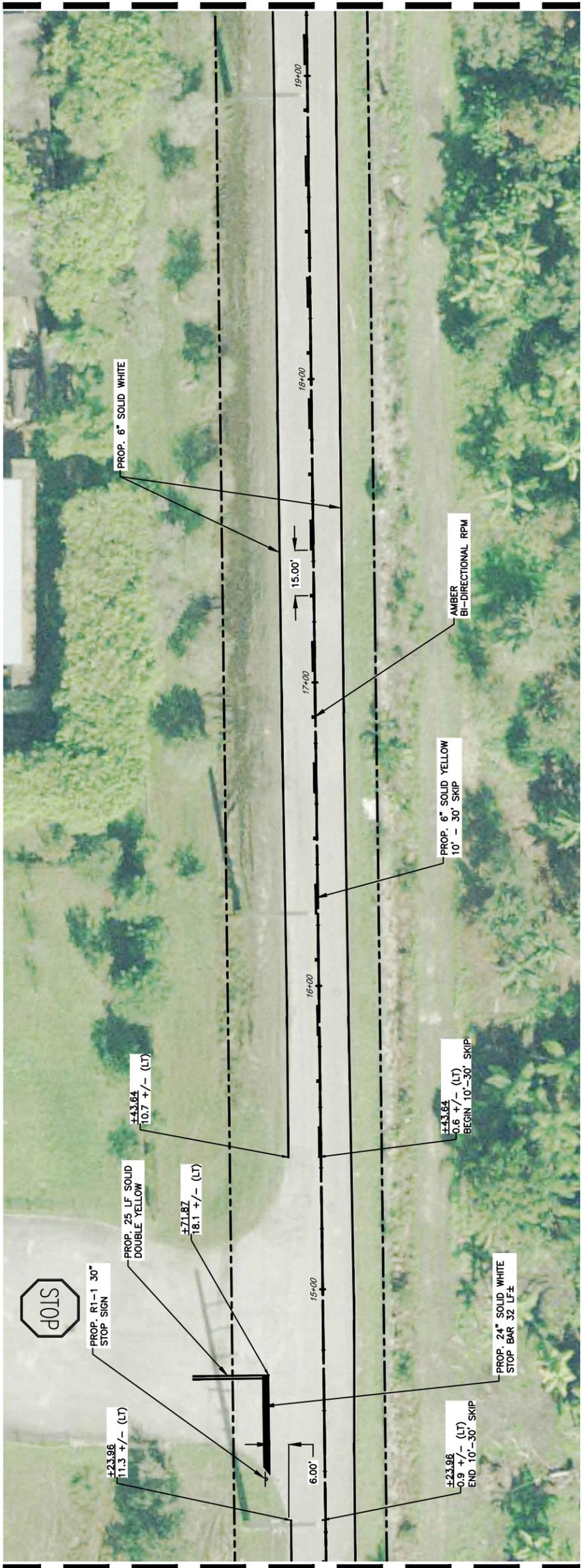
PREPARED FOR:  
**TOWN OF SOUTHWEST RANCHES**  
 BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
 ROADWAY IMPROVEMENTS  
 PAVEMENT MARKING & SIGNING

FILE NAME: 40-1829-C-03-PMS.dwg  
 LAST SAVED: 06/15/16 - 9:03am  
 CAS PROJECT NUMBER  
**15-1829**

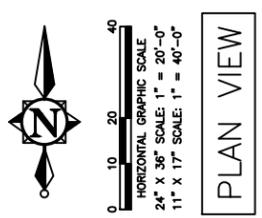
SHEET  
**C-03**

BID SET

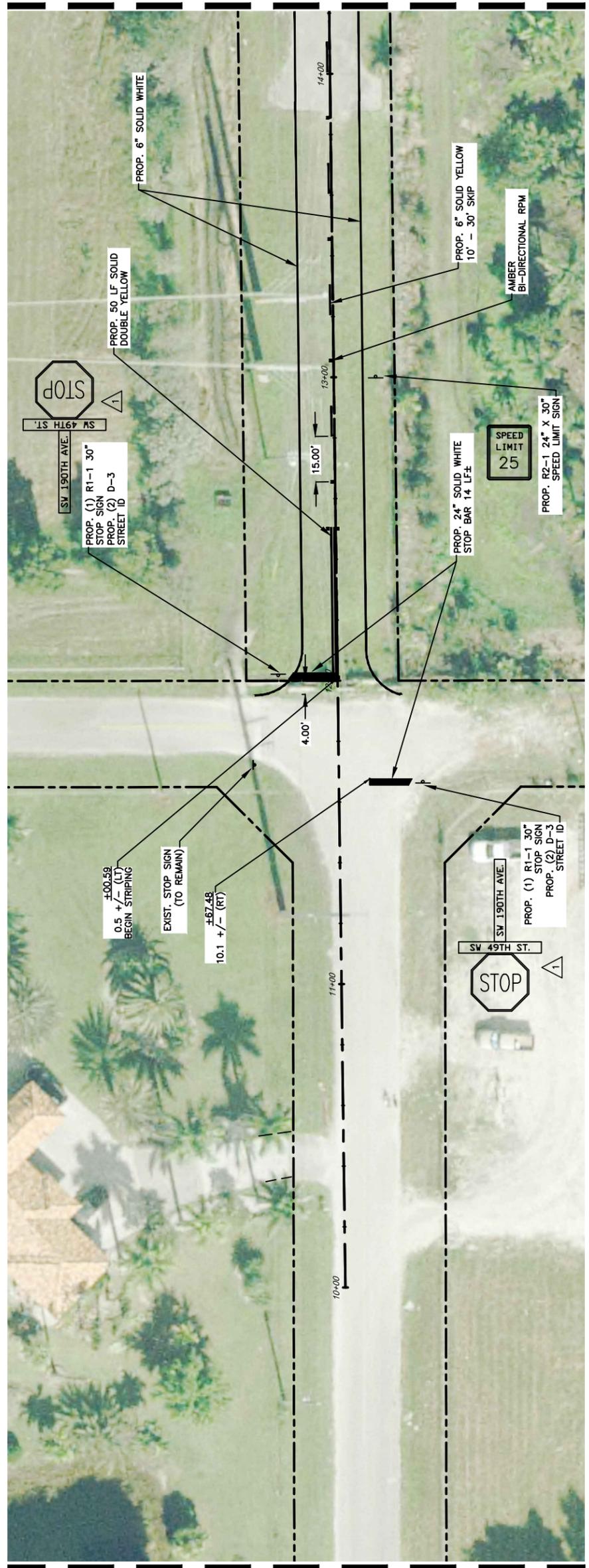


SEE TOP RIGHT THIS SHEET FOR CONTINUATION

SEE SHEET C-4 FOR CONTINUATION

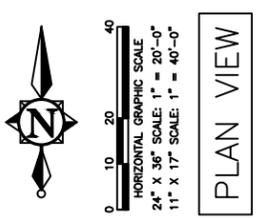


PLAN VIEW



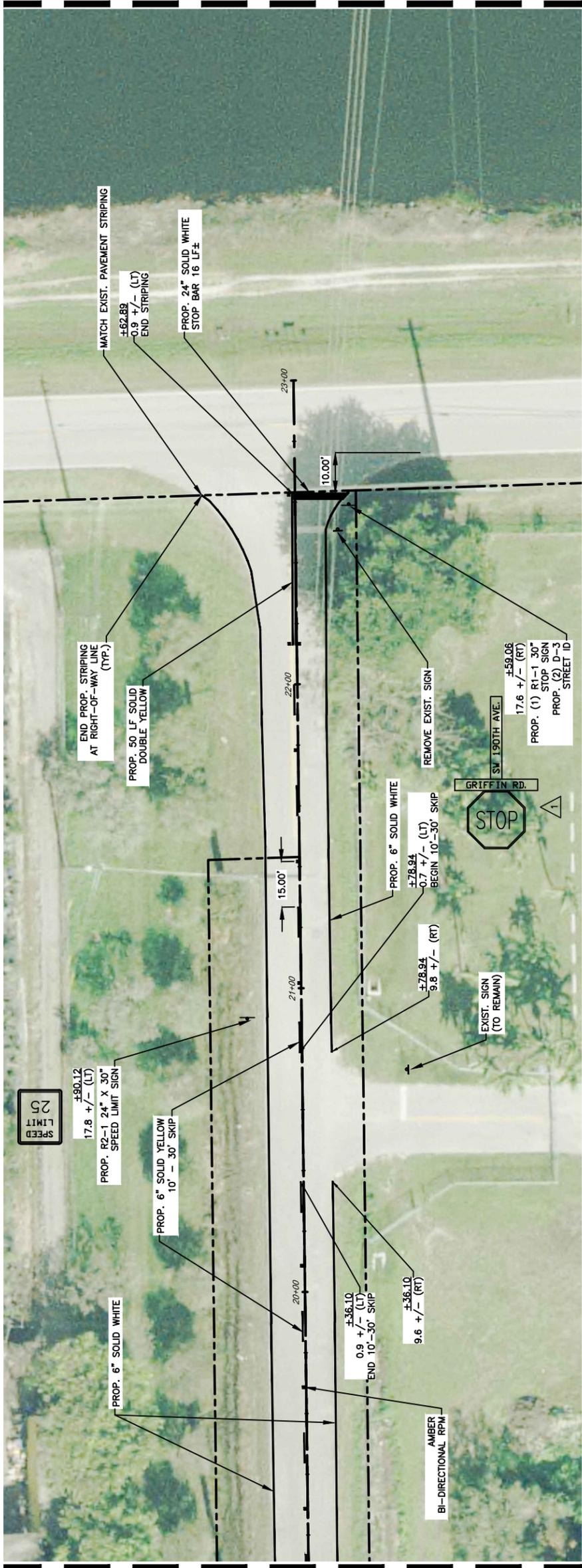
LIMITS OF PROJECT

SEE BOTTOM LEFT THIS SHEET FOR CONTINUATION



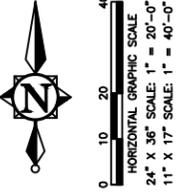
PLAN VIEW

NOTES:  
 1.



SEE SHEET C-3 FOR CONTINUATION

LIMITS OF PROJECT



PLAN VIEW

NOTES:  
1.

NO.	DATE	MM	BY
1	6/15/16	MM	BY

Date: 11/18/15  
Designed: SLZ  
Drawn: MM  
Checked: SCS

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
DATE: \_\_\_\_\_  
FLORIDA PROFESSIONAL ENGINEER NO. 48239

**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
7777 GLADES ROAD, SUITE 410  
BOCA RATON, FLORIDA 33434  
CERTIFICATE NO. LB0003110

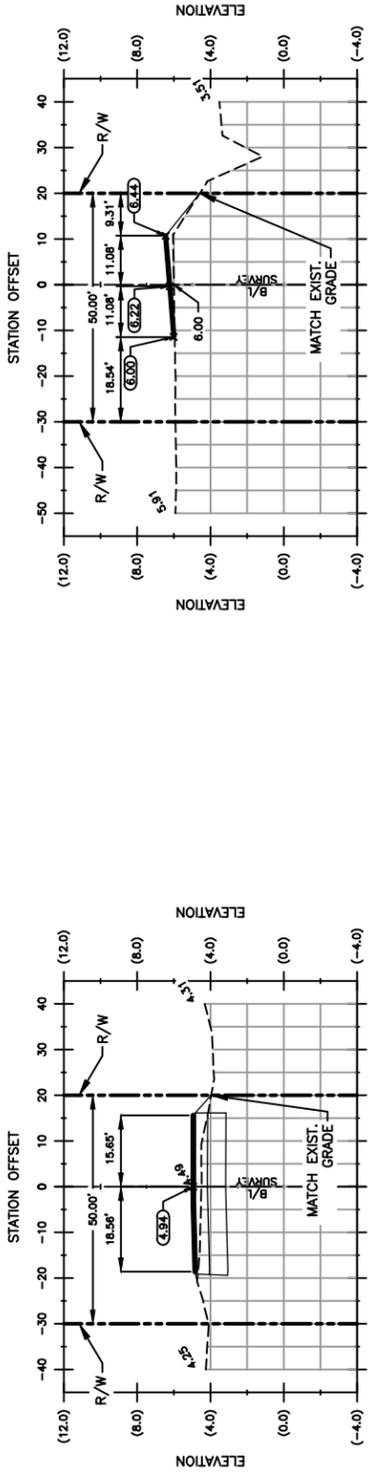
PREPARED FOR:  
**TOWN OF SOUTHWEST RANCHES**  
BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
ROADWAY IMPROVEMENTS  
PAVEMENT MARKING & SIGNING

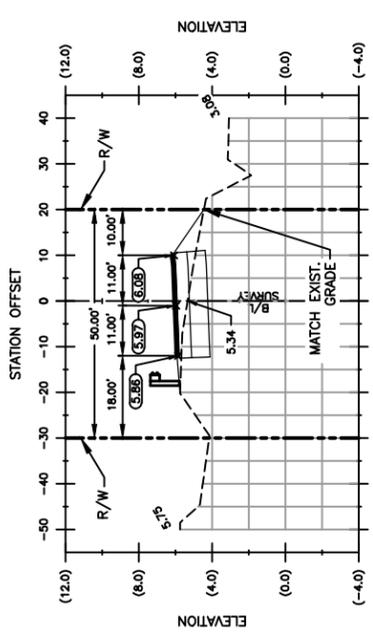
FILE NAME: 40-1829-C-04-PMS.dwg  
LAST SAVED: 06/15/16 - 9:06am  
CAS PROJECT NUMBER  
**15-1829**

SHEET  
**C-04**

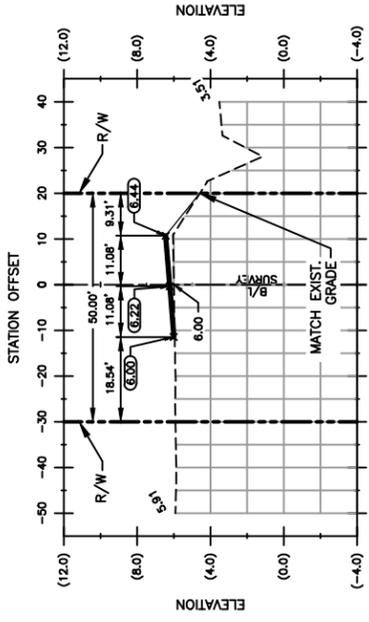
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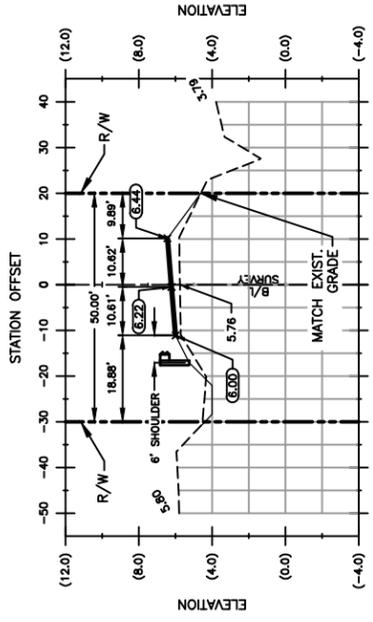
SECTION - 4  
STATION: 12+00  
V SCALE: 1" = 5'-0"



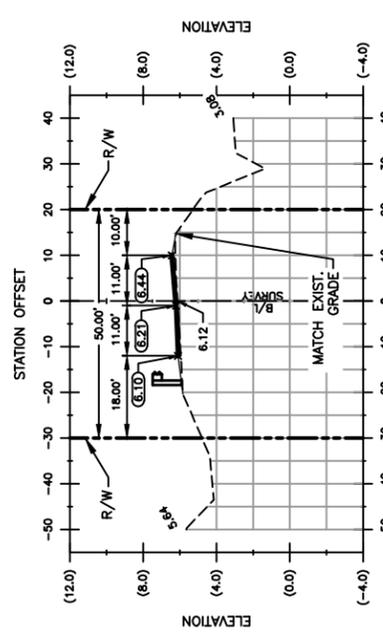
SECTION - 5  
STATION: 13+00  
V SCALE: 1" = 5'-0"



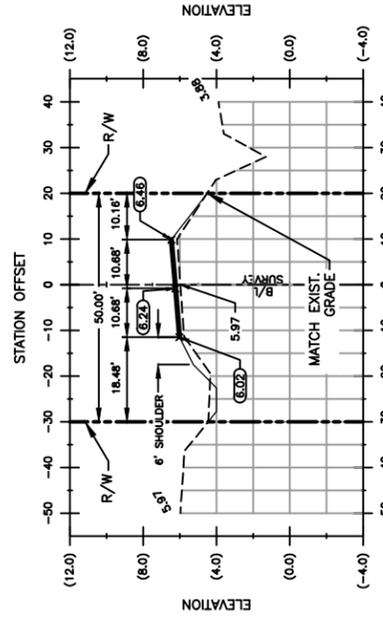
SECTION - 7  
STATION: 15+00  
V SCALE: 1" = 5'-0"



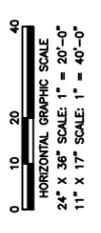
SECTION - 8  
STATION: 16+00  
V SCALE: 1" = 5'-0"



SECTION - 6  
STATION: 14+00  
V SCALE: 1" = 5'-0"



SECTION - 9  
STATION: 17+00  
V SCALE: 1" = 5'-0"



NOTES:  
1.

NO.	DATE	BY

Date: 11/18/15  
Designed: SLZ  
Drawn: MM  
Checked: SCS

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
DATE: \_\_\_\_\_  
FLORIDA PROFESSIONAL ENGINEER NO. 48239

**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
7777 GLADES ROAD, SUITE 410  
BOCA RATON, FLORIDA 33434  
CERTIFICATE NO. LB0003110

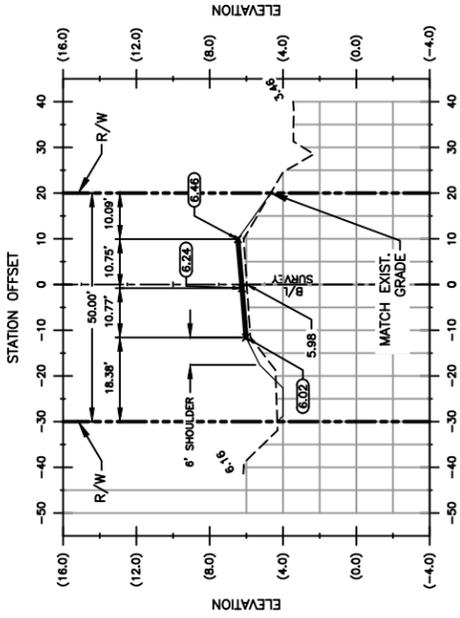
PREPARED FOR:  
**TOWN OF SOUTHWEST RANCHES**  
BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
ROADWAY IMPROVEMENTS  
CROSS SECTIONS

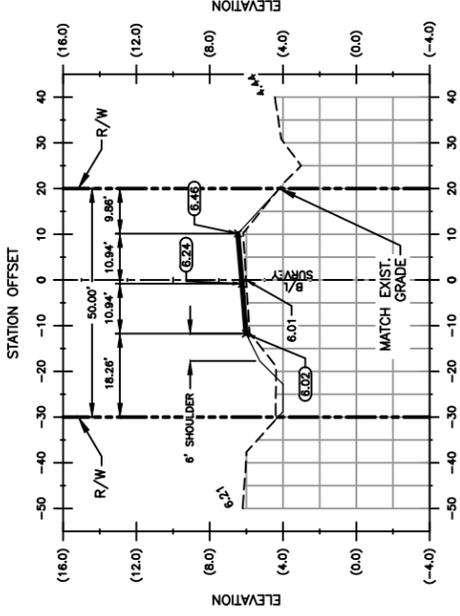
FILE NAME: 50-1829-C-05-XSEC.dwg  
LAST SAVED: 06/15/16 - 9:11am  
CAS PROJECT NUMBER  
**15-1829**

SHEET  
**C-05**

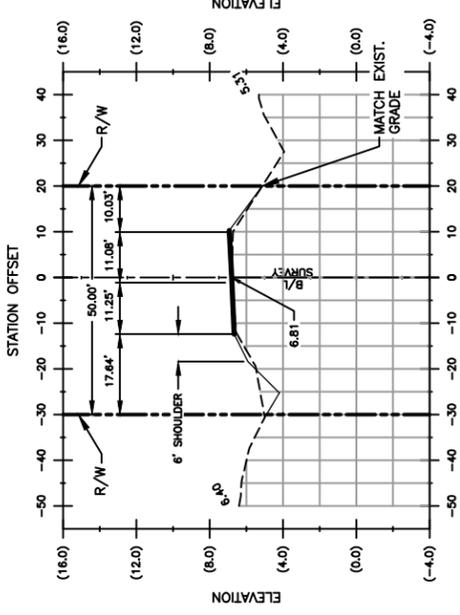
BID SET



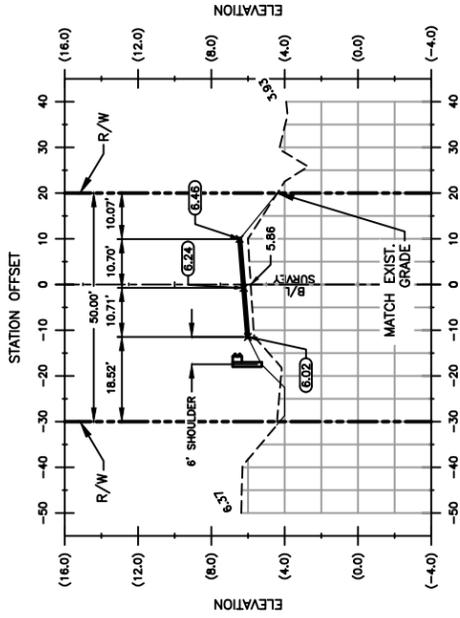
SECTION - 10  
STATION: 18+00  
V SCALE: 1" = 5'-0"



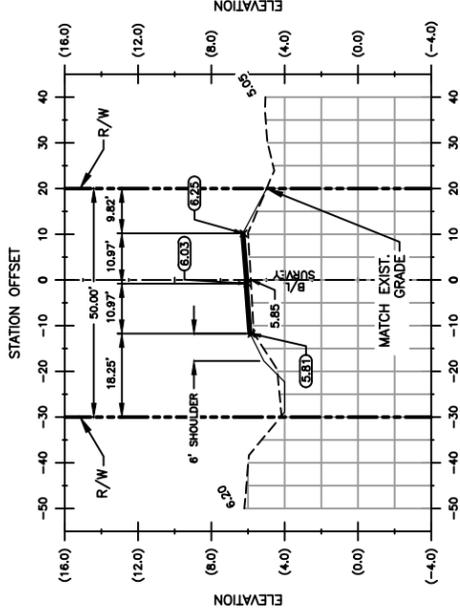
SECTION - 12  
STATION: 20+00  
V SCALE: 1" = 5'-0"



SECTION - 15  
STATION: 22+00  
V SCALE: 1" = 5'-0"



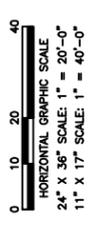
SECTION - 11  
STATION: 19+00  
V SCALE: 1" = 5'-0"



SECTION - 14  
STATION: 21+00  
V SCALE: 1" = 5'-0"



NOTES:  
1.



NO.	DATE	BY

Date: 11/18/15  
Designed: SLZ  
Drawn: MM  
Checked: SCS

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
DATE: \_\_\_\_\_  
FLORIDA PROFESSIONAL ENGINEER NO. 48239

**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS-SURVEYORS  
7777 GLADES ROAD, SUITE 410  
BOCA RATON, FLORIDA 33434  
CERTIFICATE NO. LB0003110

PREPARED FOR:  
**TOWN OF**  
**SOUTHWEST RANCHES**  
BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
ROADWAY IMPROVEMENTS  
CROSS SECTIONS

FILE NAME: 50-1829-C-06-XSEC.dwg  
LAST SAVED: 06/15/16 - 9:13am  
CAS PROJECT NUMBER  
**15-1829**

SHEET  
**C-06**

BID SET

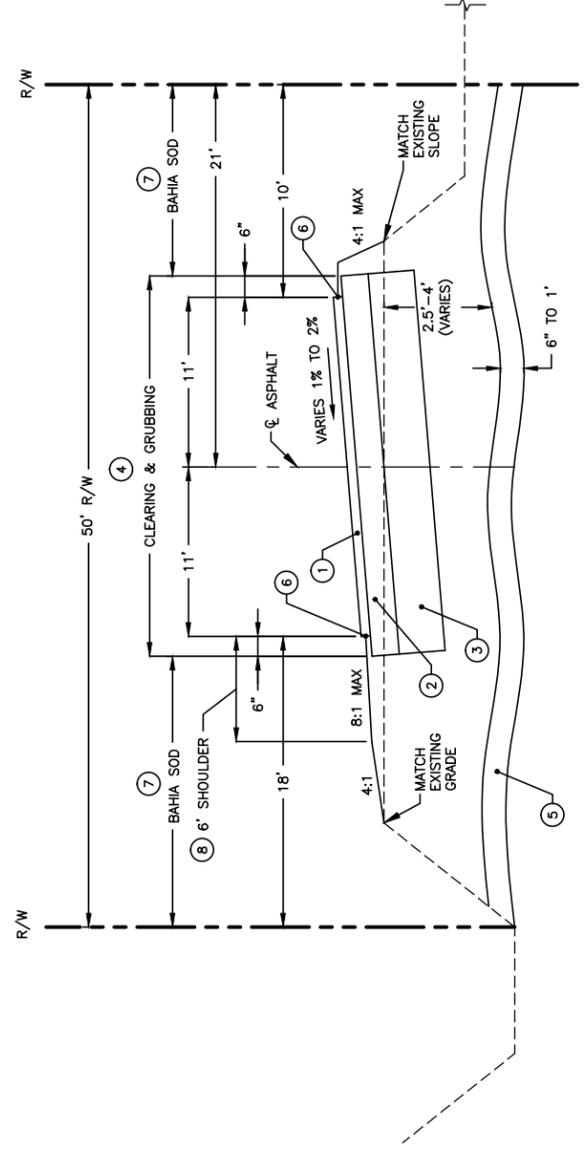
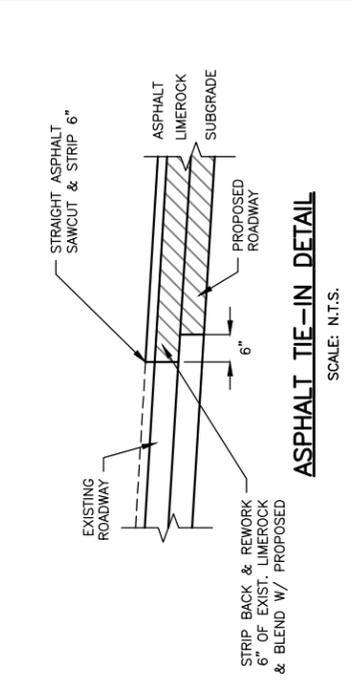
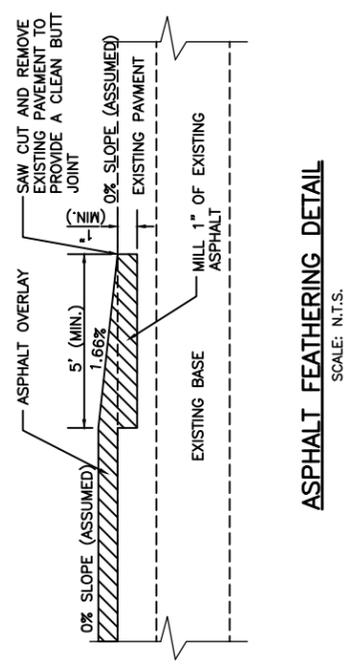
**Ardaman & Associates, Inc.**  
**STANDARD PENETRATION TEST BORING LOG**  
 BORING #4

PROJECT: SW 190th Avenue, SW Ranches, Florida  
 FILE No.: 15-1715  
 DRILL CREW: LOGW  
 DATE DRILLED: 10-8-15

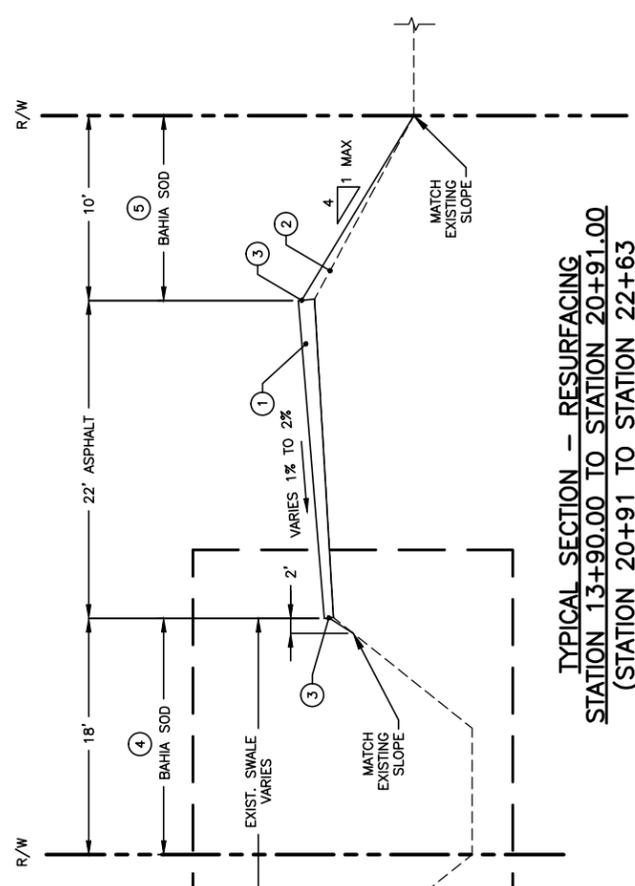
WATER OBSERVED AT DEPTH 5.0 feet  
 SOIL DATA

DEPTH (FEET)	SOIL DESCRIPTION	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX	UNSATURATED SWELLING (%)	SHRINKAGE (%)	STANDARD PENETRATION TEST (BLows)
0	Surface						
1	...	9	...	...	...	...	...
2	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...
21	...	...	...	...	...	...	...
22	...	...	...	...	...	...	...
23	...	...	...	...	...	...	...
24	...	...	...	...	...	...	...
25	...	...	...	...	...	...	...
26	...	...	...	...	...	...	...
27	...	...	...	...	...	...	...
28	...	...	...	...	...	...	...
29	...	...	...	...	...	...	...
30	...	...	...	...	...	...	...

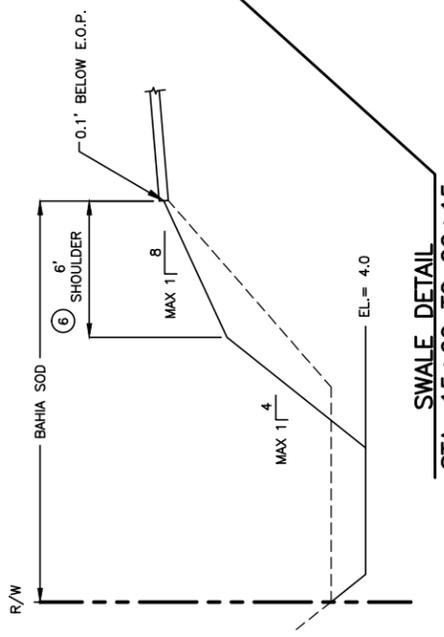
FIELD TEST DATA: "BLOW"/"INCHES DRIVEN"  
 Adjusted & Corrected



- 1 1/2" SP-12.5 (FINE GRADED) ASPHALTIC CONCRETE SURFACE
- 8" LIMEROCK BASE COMPACTED TO 98% MAX. DRY DENSITY PER AASHTO T-180 W/ MINIMUM LBR 100 AND 70% CALCIUM CARBONATE CONTENT MINIMUM AND PRIME COAT.
- 12" STABILIZED SUBGRADE COMPACTED TO 95% MAX. DENSITY PER AASHTO T-180 W/ LBR MINIMUM 40.
- DEMUCK AND REMOVE ORGANIC MATERIAL WITHIN LIMITS SHOWN PER FDOT INDEX 500, CLEARING & GRUBBING PER FDOT SPECIFICATION 110.
- DARK BROWN ORGANIC SILT/MUCK LAYER TO BE REMOVED PER FDOT INDEX 500. SEPARATE OVERLAYING MATERIAL FOR REUSE & FILL PER FDOT INDEX 505.
- REGRADE SOD/SLOPE TO MATCH EXISTING 0.1' LOWER THAN PROPOSED EDGE OF PAVEMENT.
- CONTRACTOR SHALL REGRADE SWALE WITHIN RIGHT-OF-WAY LIMITS AND RESOD.
- COMPACTED SHOULDER SHALL BE STABILIZED AND A MINIMUM OF 8" THICK W/ AN LBR 40 MINIMUM.



- 1 MINIMUM 1 1/2" SP-12.5 OVERLAY. OVERBUILD THICKNESS MAY VARY TO ACHIEVE 2% CROSS SLOPE.
- 2 REWORK SLOPE AS NECESSARY TO MATCH EXISTING 3:1 SLOPE MAX. AND SOD.
- 3 REGRADE SOD/SLOPE TO EXISTING 0.1' LOWER THAN PROPOSED EDGE OF PAVEMENT.
- 4 CONTRACTOR SHALL REGRADE SWALE WITHIN RIGHT-OF-WAY LIMITS AND RESOD. GRADE SWALE BOTTOM TO EL= 4.0
- 5 REGRADE AND SOD TO 4:1 MAX SLOPE.
- 6 COMPACTED SHOULDER SHALL BE STABILIZED AND A MINIMUM OF 8" THICK W/ AN LBR 40 MINIMUM.



1. REWORK SWALE AND EXCAVATE TO BOTTOM EL= 4.0
2. MAX SHOULDER SLOPE SHALL BE 12% (8.33:1)
3. MAX SWALE SIDE SLOPES SHALL BE 4:1

NO.	DATE	REVISION	BY

Date:	11/18/15
Designed:	SLZ
Drawn:	MM
Checked:	SCS

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
 DATE: \_\_\_\_\_  
 FLORIDA PROFESSIONAL ENGINEER NO. 48239

**CRAIG A. SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
 7777 GLADES ROAD, SUITE 410  
 BOCA RATON, FLORIDA 33434  
 (561) 314-4445  
 CERTIFICATE NO. LB0003110

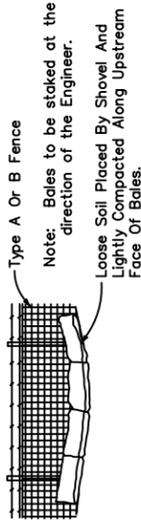
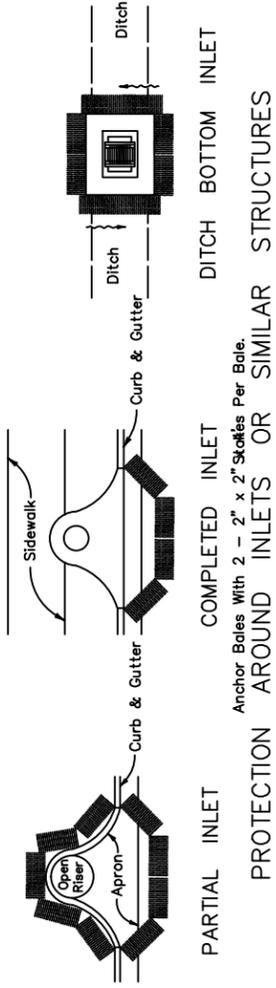
PREPARED FOR:  
**TOWN OF**  
**SOUTHWEST RANCHES**  
 BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
 ROADWAY IMPROVEMENTS  
 STANDARD ROADWAY DETAILS

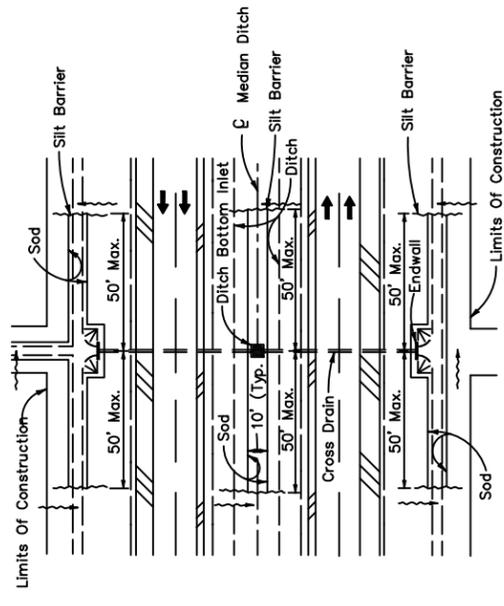
FILE NAME: 60-1829-C-07-DTL.dwg  
 LAST SAVED: 06/15/16 - 9:16am  
 CAS PROJECT NUMBER  
**15-1829**

SHEET  
**C-07**

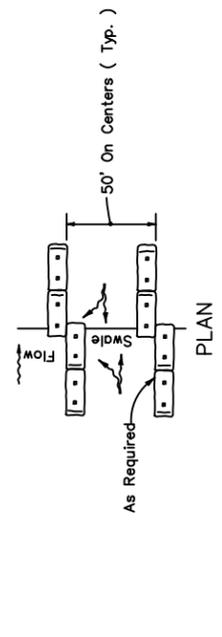
**BID SET**



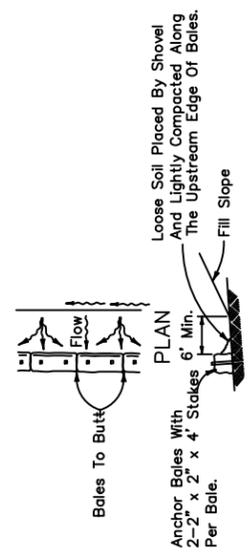
**BALES BACKED BY FENCE**



**DITCH INSTALLATIONS AT DRAINAGE STRUCTURES**

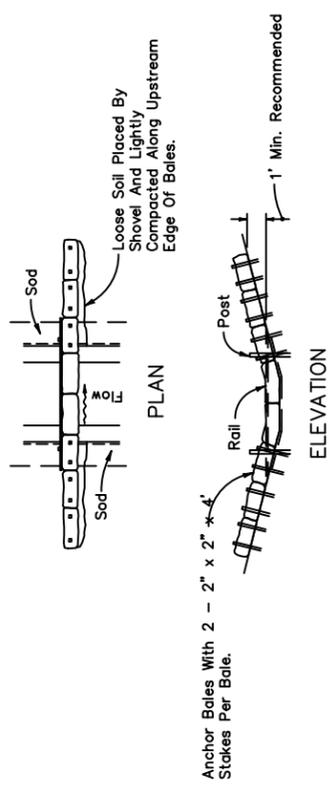


TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES TOWARD THE TOE OF SLOPE



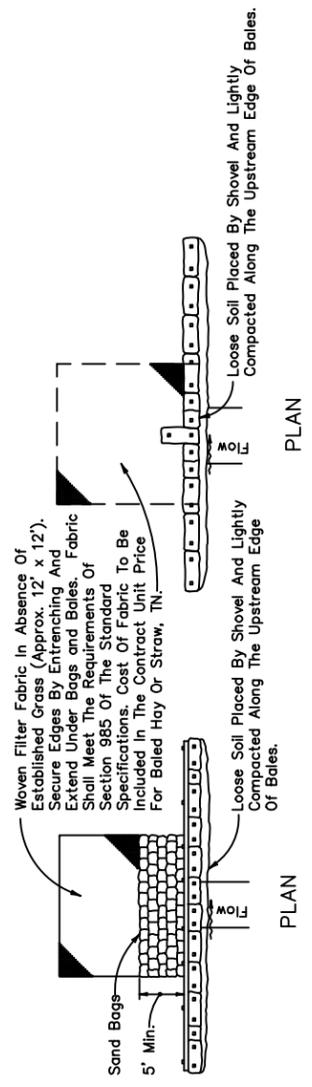
TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES TOWARD THE TOE OF SLOPE

**BARRIERS FOR FILL SLOPES**

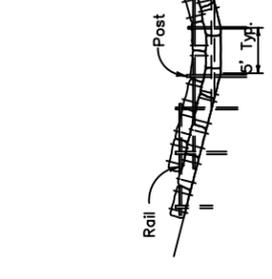


Spacing: Bale barriers for paved ditches should be spaced in accordance with Chart J, Sheet 1 of 3, Index No. 102

**BARRIER FOR PAVED DITCH**



Anchor Lower Bales With 2 - 2" x 2" x 4' Stakes Per Bale.  
 Anchor Top Bales To Lower Bales With 2 - 2" x 2" x 4' Stakes Per Bale



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

**BARRIER FOR UNPAVED DITCHES**

NO.	DATE	BY

Date: 11/18/15  
 Designed: SLZ  
 Drawn: JMM  
 Checked: SCS

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
 DATE: \_\_\_\_\_  
 FLORIDA PROFESSIONAL ENGINEER NO. 48239

PREPARED FOR:  
**TOWN OF SOUTHWEST RANCHES**  
 BROWARD COUNTY, FLORIDA

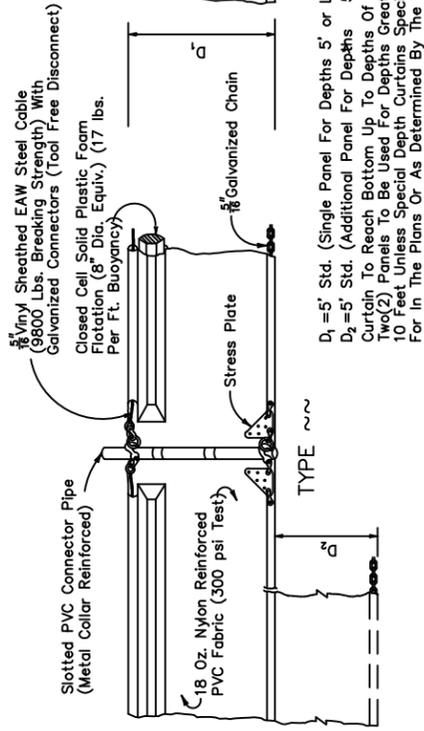
CRAIG A. SMITH & ASSOCIATES  
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
 7777 GLADES ROAD, SUITE 410  
 BOCA RATON, FLORIDA 33434  
 (561) 314-4445  
 CERTIFICATE NO. LB0003110

SW 190TH AVENUE  
 ROADWAY IMPROVEMENTS  
 GUIDE FOR SEDIMENT & EROSION CONTROL BMP'S

FILE NAME: 60-1829-C-08-DTL.dwg  
 LAST SAVED: 06/15/16 - 9:17am  
 CAS PROJECT NUMBER  
**15-1829**

SHEET  
**C-08**

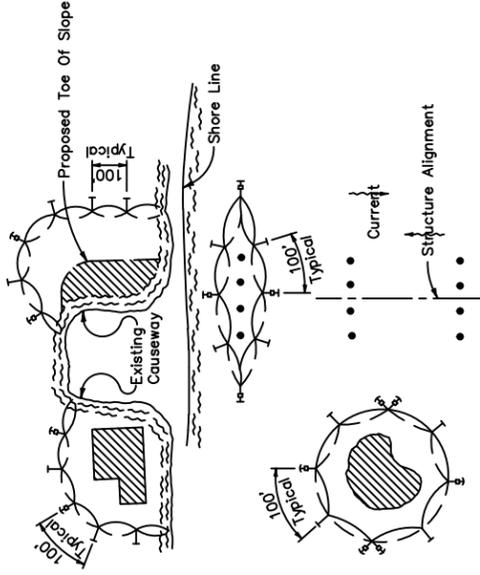
BID SET



TYPE ~  
 $D_1 = 5'$  Std. (Single Panel For Depths 5' or Less).  
 $D_2 = 5'$  Std. (Additional Panel For Depths 5').  
 Curtain To Reach Bottom Up To Depths Of 10 Feet.  
 Two(2) Panels To Be Used For Depths Greater Than 10 Feet Unless Special Depth Curtains Specifically Called For In The Plans Or As Determined By The Engineer.

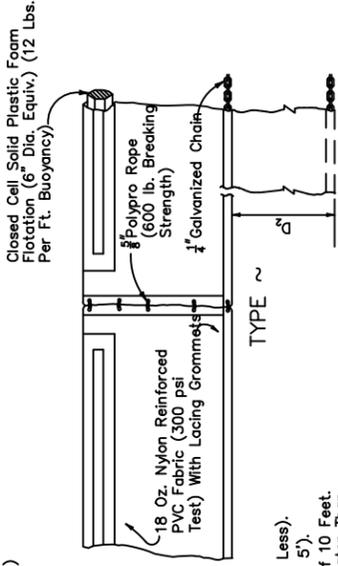
NOTICE: COMPONENTS OF TYPES ~ AND ~ MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES ~ AND ~ SHALL BE AS APPROVED BY THE ENGINEER.

### FLOATING TURBIDITY BARRIERS



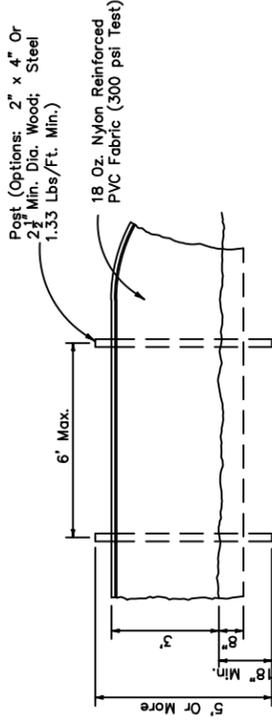
NOTES:

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



TYPE ~

### STAKED TURBIDITY BARRIER



DIVERSION RIDGE REQUIRED WHERE GRADE EXCEEDS 2%  
 2% OR GREATER



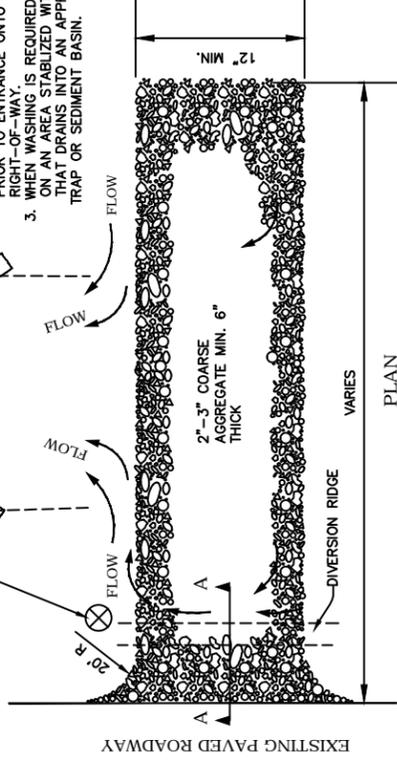
### SECTION A - A

NOTE: USE SANDBAGS, STRAW BALES OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED.

SEDIMENT BARRIER (STRAW BALE TYPE SHOWN)

SUPPLY WATER TO WASH WHEELS IF NECESSARY

- NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
  2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
  3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE WITH WATER SUPPLIED WITH PRESSURIZED WATER THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.



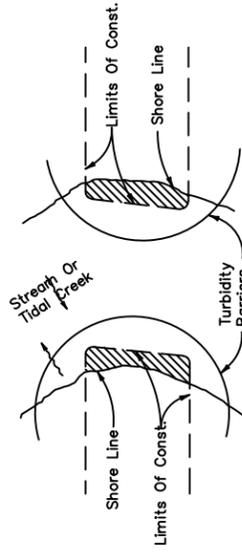
### TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT

SOURCE: FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL

### TURBIDITY BARRIER APPLICATIONS

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

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



NO.	DATE	REVISION	BY

Date: 11/18/15  
 Designed: SLZ  
 Drawn: JMM  
 Checked: SCS

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
 DATE: \_\_\_\_\_  
 FLORIDA PROFESSIONAL ENGINEER NO. 48239

CRAIG A. SMITH & ASSOCIATES  
 CONSULTING ENGINEERS-PLANNERS-SURVEYORS  
 7777 GLADES ROAD, SUITE 410  
 BOCA RATON, FLORIDA 33434  
 (561) 314-4445  
 CERTIFICATE NO. LB0003110

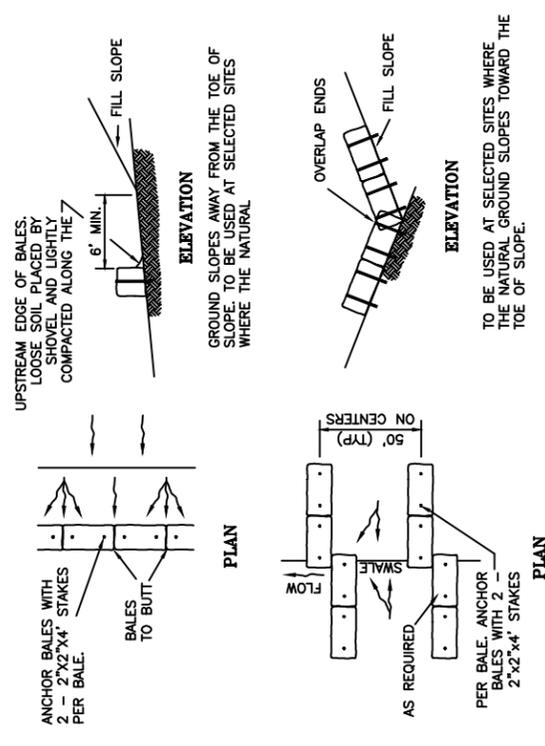
PREPARED FOR:  
 TOWN OF  
 SOUTHWEST RANCHES  
 BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
 ROADWAY IMPROVEMENTS  
 GUIDE FOR SEDIMENT & EROSION  
 CONTROL BMP'S

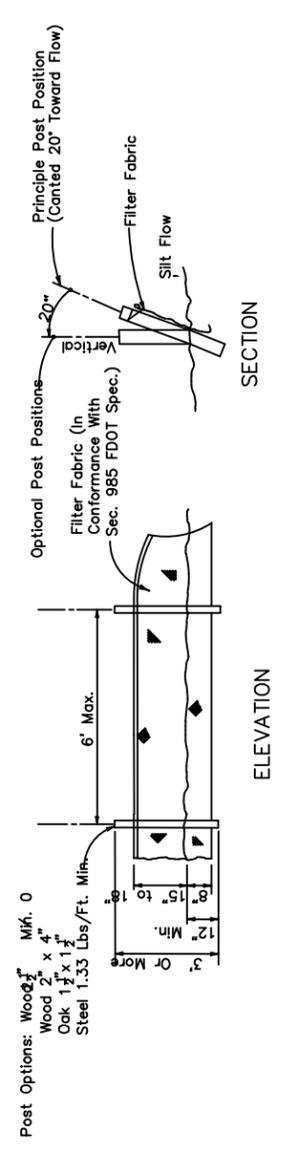
FILE NAME: 60-1829-C-09-DTL.S.dwg  
 LAST SAVED: 06/15/16 - 9:18am  
 CAS PROJECT NUMBER  
 15-1829

SHEET  
 C-09

BID SET

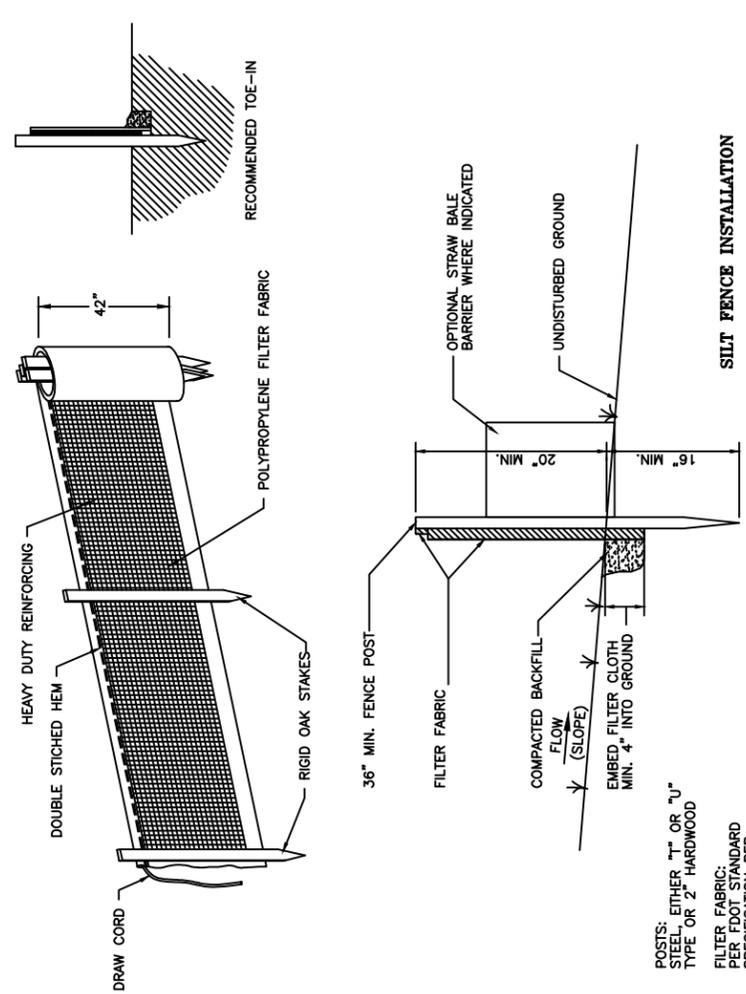


HAY BALE INSTALLATION



TYPE ~~~ SILT FENCE

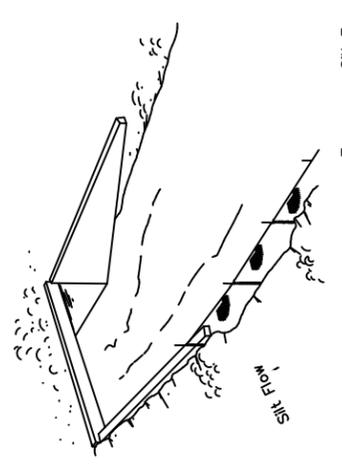
Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).



SILT FENCE INSTALLATION

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

POSTS: STEEL, EITHER "1" OR "2" TYPE OR 2" HARDWOOD  
 FILTER FABRIC: PER FOOT STANDARD SPECIFICATION PER FOOT INDEX 102  
 PREFABRICATED UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL



Type ~~~ Silt Fence Protection Around Ditch Bottom Inlets.



Type ~~~ Silt Fence

Note: Spacing for Type ~~~ Fence to be in accordance with Chart ~, Sheet 1 of 3 and ditch installations at drainage structures Sheet 2 of 3.

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

SILT FENCE APPLICATIONS

NO.	DATE	REVISION	BY

APPROVED BY: STEVEN L. ZIELNICKI, P.E.  
 DATE: \_\_\_\_\_  
 FLORIDA PROFESSIONAL ENGINEER NO. 48239

DESIGNED: SLZ  
 DRAWN: MM  
 CHECKED: SCS

DATE: 11/18/15  
 DESIGNED: SLZ  
 DRAWN: MM  
 CHECKED: SCS

PREPARED FOR:  
 TOWN OF  
 SOUTHWEST RANCHES  
 BROWARD COUNTY, FLORIDA

SW 190TH AVENUE  
 ROADWAY IMPROVEMENTS  
 GUIDE FOR SEDIMENT & EROSION  
 CONTROL BMP'S

FILE NAME: 60-1829-C-10-DTL.dwg  
 LAST SAVED: 06/15/16 - 9:18am  
 CAS PROJECT NUMBER  
 15-1829

SHEET  
 C-10

## SECTION 02200

### SITE PREPARATION

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Provide equipment, materials, and labor and performing functions necessary to move personnel and equipment on site, set up offices, trailers, facilities, construction utilities, obtain permits, and prepare the sites for construction.
- B. Remove personnel, equipment, temporary facilities, and provide final clean up of the sites when construction is complete.

##### 1.02 WORK SPECIFIED ELSEWHERE

- A. Contract Documents
- B. General Requirements - Division 1
- C. Temporary Utilities - Division 1
- D. Earthwork - Division 2
- E. Bituminous Concrete Pavement - Division 2
- F. Clearing and Grubbing - Division 2
- G. Construction Facilities - Division 1

#### PART 2 PRODUCTS

##### 2.01 TEMPORARY FACILITIES

- A. Provide temporary facilities required for performing the work.

##### 2.02 PARKING FACILITIES

- A. Provide parking facilities for personnel working on the project.
  - 1. No employee or equipment parking will be permitted on the OWNER's property except as specifically designated for CONTRACTOR's use.

## 2.03 PROJECT SIGNS

- A. Construction and installation of project signs is not required, but if done must be in accordance with the OWNER'S requirements.**

## 2.04 CONTRACTOR'S STAGING AREA

- A. At no expense to the OWNER, arrange for and provide staging area to base CONTRACTORS' office and for material and equipment storage.
1. The OWNER will not provide any land for this purpose.

## PART 3 EXECUTION

### 3.01 LAYOUT

- A. Set up construction facilities in a neat and orderly manner within a designated area at the location of his choice as approved by the OWNER and the ENGINEER.
- B. Accomplish required work in accordance with applicable sections of these specifications or as approved.
- C. Provide the services of a Professional Land Surveyor, currently licensed and registered in Florida, to provide necessary horizontal and vertical survey lines and control, based upon principal control points and bench marks provided by the OWNER, as required by the General Conditions.

### 3.02 OBSTRUCTIONS

- A. Some obstructions may not be shown.
1. Bidders are advised to carefully inspect the existing facilities before preparing their proposals.
  2. The removal and replacement of minor obstructions such as electrical conduits, air, water, waste piping, and similar items shall be anticipated and accomplished, even though not shown or specifically mentioned.
- B. Major obstructions encountered that are not shown in the Drawings or could not have been foreseen by visual inspection of the site prior to bidding should immediately be brought to the attention of the ENGINEER.
1. The ENGINEER will make a determination for proceeding with the work.

2. If the ENGINEER finds that the obstruction adversely affects the CONTRACTOR's costs or schedule for completion, a proper adjustment to the Contract will be made in accordance with the General Conditions.

### 3.03 HOUSEKEEPING

- A. Maintain the work site and the temporary facilities in a clean and orderly manner.
  1. The OWNER reserves the right to maintain the property in a neat and orderly state at the CONTRACTOR's expense if the CONTRACTOR fails to respond to notices by the OWNER within reasonable time.

### 3.04 DEMOBILIZATION

- A. At the completion of work on each phase or portion of the project, remove construction personnel, equipment, and temporary facilities from the site.
- B. Transporting unused materials belonging to the OWNER to a place of storage designated by the ENGINEER.
- C. Remove and dispose of other materials and debris resulting from the construction, to an approved site.
- D. Return areas to their original condition.

### 3.05 PROJECT SIGNS

- A. If the CONTRACTOR is required to erect project signs, the ENGINEER will direct where the signs are to be placed.
  1. Maintain signs in good condition until final completion of the project.
  2. Remove the signs and restore the sites when directed.

### 3.06 RECORDS

- A. Keep one record copy of Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show changes made during the construction process.

END OF SECTION

SECTION 02220  
SITE DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes furnishing labor, materials, equipment and incidentals required for the demolition, relocation and/or disposal of building materials and equipment to be removed from the project.
- B. This section provides for the complete or partial removal and disposal of specified existing structures, foundations, slabs, piping, mechanical, electrical, existing (to be abandoned) piping and miscellaneous appurtenances encountered during construction operations.
- C. This Section calls attention to certain activities necessary to maintain and facilitate operation during and immediately following construction and do not purport to cover of the activities necessary.
  - 1. Diligently direct activities toward maintaining continuous operation of the existing facilities and minimizing operation inconvenience.
  - 2. Develop a Demolition and Removal Plan in accordance with Paragraph 1.06 of this Section.
- D. Demolition includes:
  - 1. Demolition, partial removal and cutting of existing masonry as required for the new construction.
  - 2. Distribution of salvageable and excess unacceptable material as specified below.
  - 3. Off-site disposal of excess and unacceptable materials.
- E. Examine the drawings regarding the existing system, visit the site and determine the extent of the work and operational conditions under which the work is to be perform.

## 1.02 PERMITS AND NOTICES

### A. Permits and Licenses:

1. Obtain necessary permits and licenses for performing the work and furnish a copy to the ENGINEER prior to commencing the work.
2. Comply with the requirements of the permits.

### B. Notices:

1. Issue written notices of planned demolition to companies or local authorities owning utility conduit, wires or pipes running to or through the project site.
2. Submit copies of the notices to the ENGINEER.

### C. Utility Services:

1. Notify utility companies or local authorities furnishing gas, water, electrical, telephone, or sewer service to remove equipment owned by them in structures to be demolished and to remove, disconnect, cap, or plug their services to facilitate demolition.

## 1.03 CONDITIONS OF STRUCTURES

A. The OWNER and the ENGINEER assume no responsibility for the actual condition of the structures to be demolished or modified.

B. Conditions existing at the time of inspection for bidding purposes will be maintained by the OWNER insofar as practicable.

1. However, variations within the structure may occur prior to the start of demolition work.

## 1.04 RULES AND REGULATIONS

A. The Standard Building Codes shall control the demolition, modification or alteration of the existing buildings or structures.

B. No blasting shall be done on site.

1. Do not bring to or store explosives on the project site.

## 1.05 DISPOSAL OF MATERIAL

- A. Salvageable or specifically requested material is the property of the OWNER.
  - 1. Dismantle material to such a size that it can be readily handled, and deliver the salvageable material requested by the OWNER to a storage area designated by the OWNER.
- B. Materials that the OWNER rejects shall become the CONTRACTOR's property and must be removed from the site.
- C. Haul concrete, concrete block, and unsalvageable brick to a waste disposal site.
- D. Haul other material to a waste disposal site.
- E. On site storage or sale of removed items is not allowed.

## 1.06 SUBMITTALS

- A. Submit to the ENGINEER for approval, six (6) copies of the proposed Demolition and Removal Plan for the structures and modifications specified below prior to the start of work.
  - 1. Include in the coordination of shutoff, capping and continuation of utility service as required.
  - 2. Include in the Demolition and Removal Plan, the following:
    - a. A detailed sequence of demolition and removal work to ensure the uninterrupted progress of the OWNER's operations, and the expeditious completion of the CONTRACTOR's work.
    - b. Evidence (by signature) of approval of the OWNER of the work plan.
- B. Before commencing demolition work, modifications necessary to bypass the affected structure will be completed.
  - 1. Actual work will not begin until the ENGINEER has inspected and approved the modifications, and authorized commencement of the demolition work.
- C. The above procedure must be followed for each individual demolition operation.

## 1.07 TRAFFIC AND ACCESS

- A. Conduct demolition and modification operations, and the removal of equipment and debris to ensure minimum interference with roads, streets, walks both on-site and off-site and to ensure minimum interference with occupied or used facilities.
- B. Special attention is directed towards maintaining safe and convenient access to the existing facilities by plant personnel and plant associated vehicles.**

**1. Relocation of the CONTRACTOR's materials, labor, or equipment due to uncoordinated interruption will be at the CONTRACTOR's expense.**

- C. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the ENGINEER and Plant Supervisor.

1. Provide alternate routes around closed or obstructed traffic in access ways.

#### 1.08 DAMAGE

- A. Promptly repair damage caused to adjacent facilities by demolition operations as directed by the ENGINEER and at no cost to the OWNER.

#### 1.09 UTILITIES

- A. Maintain existing utilities to remain in service and protect against damage during demolition operations.

- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the ENGINEER.

1. Provide temporary services during interruptions to existing utilities as acceptable to the ENGINEER.

- C. Cooperate with the OWNER to shut off utilities serving structures of the existing facilities as required by demolition operations.

- D. Assume responsibility for making necessary arrangements and performing work involved in connections with the discontinuance or interruption of public and private utilities or services under the jurisdiction of the utility companies.

- E. At the service mains disconnect and terminate utilities being abandoned

1. Maintain conformance with the requirement of the utility companies or the municipality owning or controlling them.

#### 1.10 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions of work.
  - 1. Comply with the governing regulations.
- B. Clean structures and improvements of dust, dirt and debris caused by demolition operations as directed by the ENGINEER.
  - 1. Return areas to conditions existing prior to the start of work.

#### 1.11 QUALITY CONTROL

- A. Protect existing materials and equipment to be salvaged or reused from damage.
- B. Cap or plug pipelines to be abandoned.
  - 1. Place covers and label junction boxes, conduits and wire as abandoned.
- C. Leave exposed ends of pipe and conduit or junction boxes covered and safe.

### PART 2 PRODUCTS (NOT USED)

### PART 3 EXECUTION

#### 3.01 SEQUENCE OF WORK

- A. The sequence of demolition and renovation of existing facilities will be in accordance with the approved Demolition and Removal Plan as specified in Paragraph 1.06 of this Section.
- B. Reduce the out of service time for the equipment to be removed, refurbished, and relocated.

#### 3.02 REMOVAL OF EXISTING PROCESS EQUIPMENT, PIPING, AND APPURTENANCES

- A. Clean, flush, and drain equipment, piping, and appurtenances.
  - 1. Equipment to be retained by the OWNER as specified in Paragraph 1.05 above shall be dismantled sufficiently to permit thorough cleaning and draining.
  - 2. Leave valves open.

3. Cap and sleeve abandoned piping.
4. Plug and seal openings remaining after removal of the existing equipment, piping, and appurtenances, as directed by the ENGINEER.

### **3.03 STRUCTURES TO BE COMPLETELY DEMOLISHED**

#### **A. Demolish existing structures as shown in the Drawings.**

1. Demolish above ground structures to make room for construction or new facilities, unless otherwise shown in the Drawings.
2. Remove demolished material and equipment from site.
3. Remove mechanical, electrical, instrumentation, piping, and miscellaneous appurtenances before commencing structural demolition.

#### **B. Removal of existing structures by blasting will not be acceptable.**

END OF SECTION

## SECTION 02231

### CLEARING AND GRUBBING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Supply equipment, materials, and labor and performing functions required for clearing and grubbing the work site in preparation for the Construction.
- B. Clear and grubbing the area within the limits of construction as required, including utility easements.

##### 1.02 WORK SPECIFIED ELSEWHERE

- A. General Conditions
- B. General Requirements - Division 1
- C. Site Preparation - Division 2
- D. Earthwork - Division 2

##### 1.03 STANDARDS AND REGULATIONS

- A. Comply with regulations and ordinances of the State of Florida, County, and City regarding burning and disposal of debris resulting from the clearing and grubbing operation.

##### 1.04 SUBMITTALS

- A. Submit for approval, the location of sites to be used for disposal of debris resulting from the clearing and grubbing operation.

##### 1.05 MEASUREMENT AND PAYMENT

- A. Measurement and payment will be included in the lump sum prices bid for each Construction Work Section, as shown on the Bid Schedule, for which price and payment shall constitute full compensation for furnishing materials, equipment and performing work in connection therewith.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 CONSTRUCTION

- A. The work of clearing and grubbing shall include the removal and satisfactory disposal of structures and of other obstructions, including underground obstructions, except for work, which might be specifically included for removal under other items of work.
- B. Deposits of muck, peat, bark, trash, or other debris occurring within the limits of clearing and grubbing or where directed by the ENGINEER shall be removed to their full depth and backfilled with native sand.
- C. Protect from injury property obstructions that are to remain in place, such as buildings, sewers, drains, water, or gas pipes, except for unusual cases when so directed by the ENGINEER.
- D. Areas of the right-of-way outside of the limits of construction may be shown in the Drawings or designated by the ENGINEER to be landscaped.
- E. Clearing and grubbing shall include removal of undesirable trees, stumps, undergrowth, and vegetation within the areas of work.
- F. Save natural growth and trees for landscaping as the ENGINEER directs.
- G. Standard clearing and grubbing shall consist of the complete removal and disposal of sidewalks, drives, trees, shrubs, walls, timber, brush, stumps, roots, grass, weeds, sawdust, rubbish, and other obstructions resting on or protruding through the surface of the existing ground and the excavated areas.
- H. Remove stumps, roots, and other debris from excavation for construction of roadway embankment, roadway base, or building pads, to a depth of at least one (1) foot below the ground surface.
- I. Plow the surface to a depth of not less than six (6) inches and remove stumps and roots thereby exposed to a depth of at least one (1) foot.
- J. Remove stumps and roots protruding through or appearing on the sides and surface of the completed excavation to a depth of at least one (1) foot.

### 3.02 DISPOSAL OF MATERIALS

- A. Timber, stumps, brush, roots, rubbish and other objectionable material resulting from clearing and grubbing shall be disposed of by the CONTRACTOR in locations and by methods approved by the ENGINEER.
- B. Burning shall be subject to applicable laws, ordinances, and regulations and shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed.
  - 1. Obtain necessary permits for on-site burning.
- C. Where burning is prohibited by law, ordinance, or regulation, dispose of the materials within approved areas or hauled to the county landfill in accordance with local laws and regulations.
- D. Applicable landfill or dumping fees will be paid by the CONTRACTOR.

END OF SECTION

## SECTION 02300

### EARTHWORK

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Furnish equipment, materials, and labor and performing functions required for earthwork as specified in the Drawings and Specifications as well as unspecified earthwork necessary to complete the work as specified, including demucking, excavating, filling, grading, compaction, and disposal of excess material.
- B. Any list of equipment and/or materials set forth in this section shall not be taken to exclude other incidentals necessary to complete the work in accordance with the Drawings and Specifications for the intended use.

##### 1.02 RELATED SECTIONS

- A. General Conditions - Bidding and Contract Requirement
- B. General Requirements - Division 1
- C. Site Conditions - Division 1
- D. Payment Procedures - Division 1
- E. Site Preparation - Division 2
- F. Pipe and Tubes - Division 2

##### 1.03 STANDARDS AND REGULATIONS

- A. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction - Latest Edition.
- B. American Association of State Highway and Transportation Officials (AASHTO).

##### 1.04 SUBMITTALS

- A. Submit a schedule of earthwork activities together with an estimated list of equipment to be used.
- B. The schedule shall be subject to approval by the ENGINEER and shall be updated periodically as requested by the ENGINEER.

## 1.05 MEASUREMENT AND PAYMENT

- A. Measurement and payment will be compensated on a unit and/or lump sum price as delineated in the Proposal Bid Form for which price and payment shall constitute full compensation for furnishing labor, equipment, and materials to perform work in connection therewith.

## 1.06 GUARANTEES

- A. Guarantee materials and work performed for a period of one (1) year from the date of substantial completion.
- B. Take corrective action to eliminate defective materials or workmanship for the guarantee period.

## 1.07 TESTS AND CERTIFICATES

- A. Perform compaction tests as specified, as requested by the ENGINEER, and in accordance with AASHTO.

## 1.08 EXISTING CONDITIONS

- A. Project borings and soils report are presented in Division 1.

## PART 2 PRODUCTS

### 2.01. BEDDING AND BACKFILL:

- A. Refer to Division 2 Section 2315, Excavation and Fill and as shown in the Drawings.

#### B. UNSATISFACTORY MATERIALS

1. Unsatisfactory materials, as are identified below.
  - a. Materials that cannot be satisfactorily placed and compacted to a stable and durable condition.
  - b. Soil that contains excessive moisture or moisture that will limit the degree of compaction.
    - 1) At the CONTRACTORS option and expense, material may be dried and used for backfill.
    - 2) New material shall be at CONTRACTORS expense.

- c. Materials including, but not limited to, materials containing roots, loam, wood, or other organic matter, trash, debris, muck, sod, peat, or other objectionable materials which may be compressible or cannot be properly compacted.
- d. Man-made fills, refuse, or backfills from previous construction.

#### B. UNYIELDING MATERIALS

1. Shall consist of rock and gravelly soils with stones greater than 3 inches in any dimension or as defined by the pipe manufacturer, whichever is smaller.

#### D. SATISFACTORY MATERIALS

1. Refer to the details shown in the Drawings for specific requirements.

#### E. ROCK BEDDING, HAUNCHING, AND INITIAL BACKFILL MATERIAL

1. Rock bedding shall meet the Florida Department of Transportation Standard Specification for No. 57 stone.
2. Pipe haunching shall contain good clean structural type fill.
3. Initial backfill material shall be common fill as described above.

#### F. BACKFILL MATERIALS

1. Shall consist of satisfactory material consisting of natural, predominantly well graded materials with no more than 40 percent by weight passing the No. 200 sieve and at a moisture content that will facilitate compaction, free from stones of such size as recommended by the pipe manufacturer, or larger than 2 inches in any dimension, whichever is smaller.
2. The backfill material shall be free of stones larger than 1 inch in any dimension, or as recommended by the pipe manufacturer, whichever is smaller, when pipe is coated or wrapped for protection against corrosion.
3. Shall be clean earth fill, composed of sand, sand and clay, sand and rock, or crushed rock.
4. Where concrete or other encasement of pipe or other utilities is indicated, the backfill shall begin after the encasement has been inspected and approved and has attained 3/4 of its designed strength.

5. Material for the first layers of backfill shall be lowered to within 2 feet above the top of pipes before it is allowed to fall on the pipes, unless the material is placed with approved chutes or other devices that protect the pipes from the impact of stones conveyed from greater height.

G. FINE MATERIALS

1. Shall be carefully placed and tamped around the lower half of the utility; backfilling shall be carefully continued in layers not exceeding 6-inches above the top of the utility, using the best available material from the excavation, if approved, and excluding stones or rock fragments larger than:

3 inches	On concrete, cast-iron or steel pipe
1 1/2 inches	On clay pipe
1 inch	On plastic pipe
1/2 inch	On fiber and asbestos cement pipe

H. BORROW MATERIALS

1. Shall be used if suitable material from the excavation is not available.

2.02 PLASTIC WARNING TAPE:

- A. Plastic marking tape shall be acid and alkali resistant polyethylene film, 6 inches wide with minimum thickness of 0.004 inch.
- B. Tape shall have a minimum strength of 1750 psi lengthwise and 1500 psi crosswise.
- C. The tape shall be manufactured with integral wires, foil backing, or other means to enable detection by a metal detector when the tape is buried up to 3 feet deep.
- D. The tape shall be of a type specifically manufactured for marking and locating underground utilities.
- E. The metallic core of the tape shall be encased in a protective jacket or provided with other means to protect it from corrosion.
- F. Tape color shall be as specified in Table 1 and shall bear a continuous printed inscription describing the specific utility.

TABLE 1. Tape Color

Red:                      Electric

Orange: Telephone, Alarm, and Communications  
Blue: Water Systems  
Green: Sewer Force Mains, Sewer Service Laterals

## 2.03 GEOTEXTILE FILTER FABRIC:

- A. Filter fabric for mats and liners shall be a pervious sheet of polyester, nylon, or polypropylene filaments woven or otherwise formed into a uniform pattern with distinct and measurable openings.
- B. The filter fabric shall provide an Equivalent Opening Size (EOS) no finer than the US Standard Sieve No. 100 and no coarser than the US Standard Sieve No. 50.
  - 1. EOS is defined as the number of the US Standard Sieve having openings closest in size to the filter fabric openings.
- C. The filaments shall consist of a long-chain synthetic polymer composed of at least 85 percent, by weight, of propylene, ethylene, or vinylidene-chloride.
- D. The filaments shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultraviolet and heat exposure.
- E. The fabric shall have a minimum physical strength of 50 pounds per inch in direction when tested in accordance with ASTM D 1682, using the Grab Test Method with one square inch jaws and a constant rate of travel of 12 inches per minute.
- F. Elongation at failure shall be between 30 and 70 percent.
- G. The fabric shall be constructed so that the filaments will retain their relative position with respect to each other.
- H. The edges of the fabric shall be selvaged or otherwise finished to prevent the outer material from pulling away from the fabric.
- I. The fabric shall be woven into a width such that it may be installed without longitudinal seams.

## PART 3 EXECUTION

### 3.01 DEMUCKING

- A. Muck, organic matter, or other unsuitable material within the limits of the worksite, shall be excavated and removed.

- B. Depth of removal shall be that required to reach suitable material.
- C. The muck hole shall be dewatered to provide visual inspection by the ENGINEER.
- D. The muck shall be removed in such a manner as to prevent the unsuitable materials from mixing with suitable material to be used for backfilling.
- E. Where muck is encountered at the boundary of the site; sheeting shall be installed and left in place to preclude future damage to the installed fill by adjacent muck.
- F. Suitable material shall be placed and compacted where muck or other unsuitable material has been removed and as required to elevate the site to finish grade as specified in this section.
- G. Muck and other unsuitable material shall be disposed of at locations secured by the CONTRACTOR and approved by the ENGINEER.
- H. Furnish to the ENGINEER, a written release from the OWNER of the property on which the excess material is disposed, stating that the agreements have satisfactorily been fulfilled.
- I. Material shall be spread in a manner to drain properly and not disturb existing drainage conditions.
- J. Where approved by the ENGINEER muck may be stockpiled and used for top dressing on areas to be grassed.
  - 1. The muck to be used for top dressing shall be free from appreciable quantities of hard clods, stiff clay, hard pan, gravel, brush, large roots, or other deleterious materials, and of reasonably uniform quality.
  - 2. The organic content shall be at least 5 percent and the pH shall be in the range of 5.0 to 7.0.

### 3.02 UTILITIES

- A. Furnish equipment, materials, and labor required to complete excavating, trenching and backfilling for utilities, including dewatering, shoring, bracing, utility bed compacting, protecting slabs, restoration of surfaces, and disposing of surplus materials as identified in the Drawings and/or Specifications.
- B. Length of trench to be excavated ahead of pipelaying shall be limited to sufficient trench for one day's pipe laying operation.
- C. Where existing utilities are indicated, or their presence is suspected, employ appropriate detection methods to locate the utilities.

- D. Excavation in the vicinity of utilities shall be carefully carried out to prevent damage to the existing utilities.
- E. Excavation within 12-inches of existing utility shall be by hand.

### 3.03 TRENCH EXCAVATION

- A. Where trenches are to be cut in pavement, the pavement cut shall be made ahead of the excavation, leaving a uniform edge with minimum disturbance of the remaining pavement.
- B. Pavement pieces 6-inches and larger are not to be mixed with other excavated material, but are to be disposed of away from the work site before the remainder of the excavation is made.
- C. Minimum width of the trench shall be equal to the outside diameter of the pipe at the joint plus 12-inches on each side.
- D. Maximum trench width shall not exceed the nominal diameter plus 2-feet.
- E. Trench walls shall be vertical, however, for large diameter piping, or where deep trenching is required, sloped sides may be permitted subject to the approval of the ENGINEER.

### 3.04 BEDDING

- A. The pipe bed shall be adequately graded and shaped such that the pipe will be in continuous contact for its full length and the bottom 1/3 of its circumference, spaces for joints, fittings, manholes and pump stations shall be excavated with space to install joint couplings and other connecting devices.
- B. Bell holes shall be excavated to the necessary size at each joint or coupling to eliminate point bearing.
- C. Stones of one inch or greater in dimension, or as recommended by the pipe manufacturer, whichever is smaller, shall be removed to avoid point bearing.
- D. Filter material and bedding shall be provided under utility lines, where indicated or specified.
- E. Trench grade for utilities or structures not requiring special bedding material are to be defined as the grade of the bottom surface of the utility or structure to be considered to be part of this work.
- F. Trench grade for utilities in rock shall be defined as 4-inches below the outside of the bottom of the utility or structure, which 4-inches shall be backfilled with suitable bedding material.

- G. Overexcavation made in error shall be backfilled to trench grade with suitable compacted fill at the CONTRACTOR's expense.

### 3.05 GRAVITY PIPE AND STRUCTURES

- A. Where the Drawings indicate a force main paralleling a gravity sewer, the CONTRACTOR may utilize a common trench, subject to the ENGINEER's approval.
- B. Where a common trench is used, the force main shall be founded on a shelf of undistributed soil.
- C. Excavation for manholes and wetwells, or similar structures, shall be of sufficient size to permit the installation of precast structures or the placement and removal of forms for the full length and width of cast-in-place structure footings and foundations, as shown.
- D. When concrete or masonry is to be placed in an excavated area, special care shall be taken not to disturb the bottom of the excavation.
- E. Excavation to the final grade level shall be verified before the concrete or masonry is to be placed.

### 3.06 ROCK

- A. Rock shall be cleaned of loose debris and cut to a firm surface, either level, stepped or serrated, as shown or as directed.
- B. Loose disintegrated rock and thin strata shall be removed.

### 3.07 SHEETING

- A. Sheeting and bracing shall be provided and continuously maintained where required to prevent damage to property, injury to persons, or erosion and cave-ins.
- B. Where practical sheeting shall be driven prior to excavation to avoid loss of material to be retained.
- C. When excavating below the sheeting, care shall be taken to avoid trimming that will cause voids in the banks to be retained.

- D. Sheeting and bracing shall be removed as backfilling progresses and shall be completely removed when the trench has been backfilled to at least 1/2 its depth or when removal will not endanger construction or adjacent structures.
- E. Voids caused by removal shall be backfilled immediately with sand or other approved fine material and compacted by ramming or by watering.
- F. When required and directed in writing, by the ENGINEER, sheeting, bracing, or shoring shall be left in place and the top shall be cut off neatly at an approved elevation below finished grade.

### 3.08 SEQUENCE OF EXCAVATION

- A. Excavation in a given area shall proceed from the deepest excavation to the shallowest excavation to avoid undermining completed roadways, utilities or structures.

### 3.09 DEWATERING

- A. Utilities are to be laid "in the dry."

- 1. Trench excavations may be dewatered by using one or more of the following methods:

- a. Well point systems:

- 1) Shall be efficient enough to lower the water level in advance of the excavation and maintain the level continuously to keep the trench bottom and sides firm and dry
- 2) Shall be designed especially for this type of service, and the pumping unit used is to be capable of maintaining a high vacuum and at the same time of handling large volumes of air as well as water.
- 3) Shall be operated in such a manner as to prevent damage to other property.

- b. Gravity underdrain systems

- 1) Shall have adequate capacity to lower the water level in the trench such that the main utility may be laid "in the dry."

- c. Sumps

- 1) Shall be provided at various points along the route of the underdrain system for the use of pumps to remove the water.

- 2) If the material encountered at trench grade is suitable for passage of water without destroying the sides or bottom of the trench sumps may be provided at intervals at the at the side of the main trench excavation and pumps may be used to lower the water level by taking their suction from these sumps.
  - 3) Care shall be exercised to prevent the movement of utility foundation material and a bed of crushed stone may be required.
- B. Grading shall be done, as may be necessary to prevent surface water from flowing into the excavation, and water accumulating therein shall be removed so that the stability of the bottom and sides of the excavation is maintained.
  - C. The excavation shall be dewatered by appropriate methods where and when necessary to maintain a dry and stable excavation bottom, and keep free from water during construction.
  - D. Obtain required dewatering permits from applicable agency having jurisdiction.
    1. Costs of complying with such permit requirements shall be borne solely by the CONTRACTOR.
  - E. Water from trench dewatering operations shall be disposed of without causing damage or inconvenience to the work, the surrounding area or general public.

### 3.10 OBSTRUCTIONS

- A. The exact location of pipes, conduits, wires, mains, footings and other underground structures and obstructions encountered in trenching or excavating shall be determined.
- B. The obstructions shall be protected adequately from damage or displacement.
- C. Damage thereto shall be promptly and properly repaired, and displacements shall be corrected.
- D. Survey monuments or benchmarks, which are to be disturbed by this work, shall be carefully witnessed before removal and replaced upon completion of the work by a Registered Land Surveyor.

### 3.11 BEDDING, BACKFILL, AND COMPACTION

- A. Bedding shall be of the type and thickness shown.
- B. Maximum stone size shall not exceed 3/4-inch, or the maximum size recommended by the pipe manufacturer, whichever is smaller.

- C. Initial backfill material shall be placed in layers of a maximum of 6 inches loose thickness and compacted with approved tampers to 95 percent maximum density and to a height of at least 1-foot above the utility pipe or conduit.
- D. The first layers of the backfill shall be thoroughly compacted and be completed before the remainder of the trench is backfilled.
  - 1. Compaction shall be equal to 98 percent of maximum density, as determined by AASHTO Specification T-99.
- E. Compaction by water flooding or jetting will not be permitted.
- F. Density tests for determination of the above-specified compaction shall be made by a testing laboratory designated by the ENGINEER and at the expense of the CONTRACTOR.
- G. Test locations will be determined by the ENGINEER, but shall be spaced not more than 300 feet apart where the trench cut is continuous in pavements or areas to be paved.
- H. Tests shall also be made where a trench crosses a paved roadway or future paved roadway.
- I. If test results are unsatisfactory, re-excavate and re-compact the backfill at his expense until the desired compaction is obtained.
- J. For continuous trenches, additional compaction tests shall be made on each side of an unsatisfactory test to determine the extent of re-excavation and re-compaction necessary.
- K. Spacing of the additional tests will be determined by the ENGINEER.
- L. Backfilling operations for excavations for utilities within buildings that have soil-bearing floor slabs shall be conducted in a manner resulting in densities comparable to the densities of the soil adjacent to the excavation.
- M. Excavation within buildings shall be maintained free of water until the backfilling is completed.
- N. Flooding or puddling with water to consolidate backfill may be done in unpaved areas, only when approved by the ENGINEER.
- O. Where approved, the flooding or puddling operation shall be repeated with each 2 feet of backfill placed.

- P. Mechanical compaction shall be accomplished using pneumatic or gasoline-powered tampers and/or flat plate vibrators, except in close proximity to the utility in the first layers of the backfill where compaction is to be obtained with hand-operated tamping devices.

### 3.12 BACKFILL ON SIDES OF PIPE

- A. The backfill shall be brought up evenly on both sides of pipe for the full length of the pipe.
- B. Care shall be taken to ensure thorough compaction of the fill under the haunches of the pipe.

### 3.13 BACKFILL ABOVE THE PIPE

- A. The remainder of the trench shall be backfilled in layers not exceeding 9-inches.
- B. Maximum dimension of a stone or rock fragment shall be 6-inches.
- C. Backfill shall be suitably compacted by rolling, tamping, or other settlement.
- D. When trenches are cut in pavements or areas to be paved, compaction, as determined by AASHTO Specification T-99, shall be equal to 98 percent of maximum density; in other areas compaction shall not be less than 98 percent of maximum density.
- E. Backfill for sidewalks, turned, or seeded area and miscellaneous areas not specifically designated above shall be deposited in layers of a maximum of 10 inches loose thickness, and compacted to 85 percent maximum density for cohesive soils and 90 percent maximum density for cohesionless soils.
- F. Plastic warning tape shall be placed directly over the pipes and conduits at a depth of 18 inches below finished grade for the sewage force main, sewer service laterals, water lines, electric lines, alarm and communications lines.

### 3.14 SLAB

- A. Where insufficient cover, excessive loads or local jurisdiction require, a protective concrete slab 6 inches thick, as indicated in the Drawings or as required by local authority, whichever is of greatest depth, shall be provided.
- B. The trench shall be properly stepped back, as required, but the width of the slab shall not be less than the width of the trench plus 2 feet.
- C. Concrete shall be ready-mixed and have twenty-eight (28) day compressive strength of 3,000 psi.

1. Finished top surface shall be screened.
- D. Minimum reinforcement shall be welded wire fabric, 6 inches by 6 inches - w2.9 by w2.9.
- E. Top of slab shall be 1-inch minimum below finished grade of the final surface course.

### 3.15 EXISTING OBSTRUCTIONS

- A. Pavement cut or damaged in connection with the work under this section shall be rebuilt or repaired.
- B. Restored pavement shall be at least equal in every respect to the pavement that was cut or damaged, including the base course, surface treatment and grade.
- C. Temporary sand seal coat pavement surface shall be applied to the cut or damaged areas.
- D. This temporary surfacing shall be replaced by the final restored pavement.
- E. Sand seal coat temporary surfacing shall not be removed until fifteen (15) days after it has been constructed.
- F. Existing pavement shall be cut back a minimum of 1 foot beyond each edge of the pavement that was cut when the trenching was done or 1 foot beyond each edge of the trench, whichever is greater.
- G. Temporary surfacing, backfill, existing pavement and its base course shall be removed to a depth of 7 inches or to the depth indicated.

### 3.16 STOCKPILING OF SUITABLE EXCESS MATERIAL

- A. During excavation, excess material from one trench area that is satisfactory for backfilling shall be stockpiled for use in other areas of the work in an orderly manner, at a distance from the banks of the trench sufficient to avoid overloading and to prevent slides or cave-ins.
- B. Failure to protect the stockpiles and allowing material to become unsatisfactory as a result, such material, if directed, shall be removed and replaced with satisfactory on-site or imported material from approved sources at no additional cost to the OWNER.
- C. Excavated material not required or not satisfactory for backfill shall be removed from the site and shall be disposed of in designated areas.

- D. Excess suitable material shall be carefully stockpiled for use in other portions of the work, as specified below.
- E. Debris and excess material shall be disposed of off site, as approved by the ENGINEER.

END OF SECTION

## SECTION 02310

### GRADING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Perform grading work within the limits, elevations and grades indicated in the Drawings and as specified herein.
- B. This Section specifies material and placement of fill above existing grades that is not to be located under roads or under structures.

##### 1.02 QUALITY CONTROL

- A. Grade the site to the required elevations.
- B. Spot elevations are shown in the Drawings and uniformly slope the finished surfaces between these locations.
- C. Excavated material meeting the requirements noted in the paragraph "Fill" may be used in the formation of embankments as shown in the Drawings.
- D. Provide from off-site sources additional fill material required to complete the embankments.

#### PART 2 PRODUCTS

##### 2.01 FILL

- A. Fill material shall meet the requirements as described in Division 2 - "Earthwork".
- B. Fill material shall be reviewed by the Engineer prior to use.
- C. Determine the volume of material required for the site.

#### PART 3 EXECUTION

##### 3.01 GRADING AND COMPACTION

- A. Place fill material in lifts not to exceed 12-inches and compacted to a density of not less than 95 percent of maximum dry density at optimum moisture as determined by ASTM D1557 method D.

- B. Place fill material with a moisture content within plus or minus 2 percentage points of optimum.

### 3.02 FINE GRADING

- A. Fine grade disturbed areas after structures, bases, and pavements are completed and the yard piping trenches backfilled.
- B. Remove lumber, undesirable materials and rocks larger than the 3-inch size from the surface.
- C. Shaped and sloped the completed surface to drain away from the structures.
- D. Completed surface elevations shall be within 0.1 foot of the elevation shown in the Drawings, unless directed by the ENGINEER.
- E. Minor adjustments to line and grade may be required as the work progresses in order to satisfy field conditions.

END OF SECTION

## SECTION 02315

### EXCAVATION AND FILL

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Furnish labor, materials, equipment, and incidentals necessary to perform excavation, backfill, grading, and slope protection required to complete the piping work, as shown in the Drawings and Specifications.
- B. The work shall include, but not necessarily be limited to: manholes, pits and pipe, bedding, backfilling, fill and required borrow; grading and disposal of surplus and unsuitable materials; and related work such as sheeting, bracing, and water handling.
- C. Provide trench safety systems such as sheeting and bracing in accordance with state and local regulations.
- D. No claims for additional monies will be allowed or considered based on substrata or ground water conditions.
- E. Prior to commencing the excavation, submit a plan of CONTRACTORS proposed operations to the ENGINEER for review.

##### 1.02 RELATED SECTIONS

- A. Site Preparation - Division 2
- B. Earthwork - Division 2
- C. CONTRACTOR's Quality Control - Division 1

##### 1.03 REFERENCES

- A. Florida Chapter 90-96 "Trench Safety Act".

##### 1.04 TRENCH PROTECTION

- A. Construct and maintain sheeting and bracing as required to support the sides of excavations, to prevent movement which could diminish the width of the excavation below that necessary for proper construction, and to protect adjacent structures, existing piping and foundation material from disturbance, undermining, or other damage.

- B. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed they shall be immediately filled and compacted.
- C. For pipe trench sheeting, no sheeting is to be withdrawn if driven below mid-diameter of pipe, and no wood sheeting shall be cut off at a level lower than 1 foot above the top of pipe unless otherwise directed by the ENGINEER.
- D. If during the progress of the work the ENGINEER decides that additional wood sheeting should be left in place, he may direct the CONTRACTOR in writing.
- E. If steel sheeting is used for trench sheeting, removal shall be as specified above, unless written approval is given by the ENGINEER for an alternate method of removal.
- F. Sheeting and bracing, not left in place, shall be carefully removed in such a manner as not to endanger the construction or other structures, utilities, existing piping.
- G. Voids left or caused by withdrawal of sheeting shall immediately be refilled with sand or ramming with tools especially adapted to that purpose, by watering or otherwise as may be directed.
- H. The right of the ENGINEER to order sheeting and bracing left in place shall not be construed as creating obligation on his part to issue these orders, and his failure to exercise his right to do so shall not relieve the CONTRACTOR from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of a failure on the part of the CONTRACTOR to leave in place sufficient sheeting and bracing to prevent caving or moving of the ground.

#### 1.05 JOB CONDITIONS

- A. Examine the site and review the available test borings or undertake soil borings prior to submitting bid, taking into consideration conditions that may affect work.
- B. Assume responsibility for variations of sub-soil quality or conditions at locations other than places shown and at the time the investigation was made.
- C. Existing Utilities: Locate existing underground utilities in the areas of work.
  - 1. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
  - 2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the ENGINEER and the OWNER of such piping or utility immediately for directions.

3. Cooperate with OWNER and utility companies in keeping respective services and facilities in operation.
  4. Repair damaged utilities to satisfaction of utility OWNER.
  5. Demolish and completely remove from site existing underground utilities indicated in the Drawings to be removed.
- D. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
1. Operate warning lights as recommended by authorities having jurisdiction.
- E. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

## 1.06 SUBMITTALS

- A. Furnish the ENGINEER, for approval, laboratory test report of a representative sample of fill material obtained from on site sources weighing approximately 50 pounds, at least ten calendar days prior to the date of anticipated use of this material.
- B. For each material obtained from other than on site sources, notify the ENGINEER of the source of the material and shall furnish the ENGINEER, for approval, laboratory test reports of a representative sample weighing approximately 50 pounds, at least ten calendar days prior to the date of anticipated use of this material.

## PART 2 PRODUCTS

### 2.01 MATERIALS

A. Description:

1. Materials for use as base, fill and backfill shall be described below:
  - a. Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials (AASHTO) M-145, soil classification Groups A-1, A-2-4, A-2-5, and A-3.
  - b. Unsatisfactory soil materials are those defined in AASHTO M-145 soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 along with peat and other highly organic soils.

B. Structural Fill:

1. Structural fill material shall be a well graded, suitable soil material consisting of a minimum of 60 percent clean medium fine grain sized quartz sand, free of organic, deleterious and/or compressible percent clean medium fine grain sized quartz sand, free of organic, deleterious and/or compressed material.
2. Rock in excess of 2 1/2-inches in diameter shall not be used in the fill material.
3. Structural fill shall not contain hardpan, stones, rocks, cobbles, or other similar materials.

C. Common Fill:

1. Common fill material shall be satisfactory soil material containing no more than 20 percent by weight finer than No. 200 mesh sieve.
2. It shall be free from organic matter, muck, marl, and rock exceeding 2 1/2-inches in diameter.
3. Common fill shall not contain broken concrete, masonry, rubble or other similar materials.
4. Materials falling within the above Specifications, encountered during the excavation, may be stored in segregated stockpiles for reuse.
5. Material, which in the opinion of the ENGINEER is not suitable for reuse, shall be spoiled as specified herein for disposal of unsuitable materials by the CONTRACTOR.

D. Rock Bedding:

1. Rock bedding shall be 3/8-inch to 3/4-inch washed and graded limerock.
2. This rock shall be graded so that 99 percent will pass a 3/4-inch screen and 80 percent will be retained on a No. 8 screen.
3. Material meeting the Florida Department of Transportation Standard Specification for No. 57 stone shall be acceptable.

## PART 3 EXECUTION

### 3.01 GENERAL

Town of Southwest Ranches  
SW 190<sup>th</sup> Ave Roadway Improvements  
15-1829 / 05-2016

02315 - 4

Excavation and Fill

- A. Excavation, backfill, and grading necessary to complete the work shall be made by the CONTRACTOR and this cost shall be included in the Contract price.
- B. Material shall be furnished as required from off site sources and hauled to site.
- C. Take necessary precautions to maintain the work area in a safe and workable condition.
- D. Protect work by flagging, marking, lighting and barricading.
- E. Preserve and protect existing above and underground structures, pipelines, conduits, cables, drains, or utilities.
- F. Failure of the Drawings to show the existence of these obstructions shall not relieve the CONTRACTOR from this responsibility.
- G. The cost of repair from damage, which occurs to these obstructions during or as a result of construction, shall be borne by the CONTRACTOR without additional cost to the OWNER.
- H. Trench Boxes, Drag Boxes, or Drag Shields made of steel may be used.

### 3.02 TRENCH EXCAVATION

- A. Excavation for trenches required for the installation of pipes shall be made to the depths indicated in the Drawings.
- B. Excavate trench to provide minimum of 36-inch clear cover over the pipe bell unless otherwise noted in the Drawings.
- C. Excavate in a manner and to a width that will give suitable room for laying the pipe within the trenches, for bracing and supporting and for pumping and drainage facilities.
- D. The trench width at the top of the pipe shall not exceed the allowable as determined by the depth of cut and indicated in the Drawings.
- E. Rock shall be removed to a minimum 8-inches clearance around the bottom and sides of the pipe or ducts being laid.
- F. Where pipe is to be laid in limerock bedding or encased in concrete, the trench may be excavated by machinery to or just below the designated subgrade provided that the material remaining in the bottom of the trench remains undisturbed.
- G. Where the pipes or ducts are to be laid directly on the trench bottom the lower part of the trenches shall not be excavated to the trench bottom by machinery.

- H. The last of the material being excavated shall be done manually in such a manner that will give a flat bottom true to grade so that pipe can evenly and uniformly supported along its entire length on undisturbed material or bedding rock.
- I. Bell holes shall be made as required manually so that there is no bearing surface on the bells and pipes are supported along the barred only.
- J. The bottom of the excavations shall be firm and dry and acceptable to the ENGINEER.
- K. Excavate organic soil material from the bottom of the trench and replace with rock bedding, at least 6 inches thick.

### 3.03 PIPE INTERFERENCES AND ENCASEMENT

- A. Abide by the following schedule of criteria concerning interferences with other utilities.
  - 1. In no case shall there be less than 0.3-feet between two pipelines and structures.
  - 2. Class I Concrete Encasement: Wherever there is clearance between water mains or water services, then a concrete encasement shall be provided in accordance with the typical detail as shown in the Drawings.
  - 3. Class II Concrete Encasement: Wherever there is more than 0.3 foot, but less than 1.0 foot clearance between two pipe lines, or between pipe lines and structures, then a concrete encasement shall be provided in accordance with the typical detail as shown in the Drawings.
- B. The ENGINEER shall have full authority to direct the placement of the various pipes and structures in order to facilitate construction, expedite completion and to avoid conflicts.

### 3.04 BACKFILLING

- A. Backfilling over pipes shall begin as soon as practical after the pipe has been laid, jointed, and inspected and the trench filled with suitable compacted material to the mid-diameter of the pipe.
- B. Backfilling over ducts shall begin not less than three days after placing concrete encasement.
- C. Backfilling shall be prosecuted expeditiously as detailed in the Drawings.

- D. Space remaining between the pipe and sides of the trench shall be packed full by hand shovel with selected earth, from stones having a diameter no greater than 2-inches and thoroughly compacted by non-mechanical methods, as fast as materials are placed, up to a level of one foot above the crown of pipe.
- E. Compact to 98 percent maximum density in layers not to exceed 4-inches up to the centerline of the pipe from the trench bottom and in layers not to exceed 6-inches from the pipe centerline to 12-inches above the pipe.
- F. The filling shall be carried up evenly on both sides with at least one man tamping for each man shoveling material into the trench.
- G. The remainder of the trench above the compacted backfill, as just described above, shall be filled and thoroughly compacted with common fill by rolling, ramming, or puddling, as the ENGINEER may direct.
- H. Compact common fill in 12-inch layers to 98 percent maximum density.
- I. The bedding rock in muck areas shall consist of the at least 10-inches of washed and grade limerock placed in the trench to the proposed elevation of the centerline of the pipe prior to pipelaying.
- J. This bedding shall not be used as a drain for ground water.
- K. Take precautions necessary to maintain the bedding in a compacted state and to prevent washing, erosion or loosening of this bed.
- L. In locations where pipes pass through building walls, take the following precautions to consolidate the refill up to an elevation of at least 1-foot above the bottom of the pipes:
  - 1. Place structural fill in these areas for a distance of not less than 3-feet either side of the centerline of the pipe in level layers not exceeding 6-inches in depth.
  - 2. Wet each layer to the extent directed and thoroughly compact each layer with a power tamper.

### 3.05 GRADING

- A. Grading shall be performed at places indicated in the Drawings, to the lines, grades and elevations shown or as directed by the ENGINEER and shall be made in a manner that the requirements for formation of embankments can be followed.
- B. Unacceptable material encountered, of whatever nature within the limits indicated, shall be removed and disposed of as directed.

- C. During the process of excavation, the grade shall be maintained in a well-drained condition.
  - 1. When directed, temporary drains and drainage ditches shall be installed to intercept or divert surface water, which may affect the prosecution or condition of the work.
- D. If at the time of excavation it is not possible to place material in its proper section of the permanent structure, it shall be stockpiled in approved areas for later use.
- E. No extras will be considered for the stockpiling or double handling of excavated material.
- F. The right is reserved to make minute adjustments or revisions in lines or grades if found necessary as the work progresses, due to discrepancies in the Drawings or in order to obtain satisfactory construction.
- G. Stones or rock fragments larger than 2 1/2-inches in their greatest dimensions will not be permitted in the top 6-inches of the subgrade line of fills or embankments.
- H. Fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown in the Drawings, or as directed by the ENGINEER.
- I. In cut, loose, or protruding rocks on the back slopes shall be barred loose or otherwise removed to line or finished grade of slope.
- J. Cut and fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown in the Drawings or as specified by the ENGINEER.
- K. No grading is to be done in areas where there are existing pipe lines that may be uncovered or damaged until these lines which must be maintained are relocated, or where lines are to be abandoned, required valves are closed and drains plugged at manholes.
- L. Replace pavement cut or otherwise damaged during the progress of the work as specified elsewhere herein or as shown in the Drawings.

### 3.06 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. Surplus and unsuitable excavated material shall be disposed of at the CONTRACTOR's cost in one of the following ways as directed by the ENGINEER.
  - 1. Transport to soil storage area on OWNER's property and stockpile or spread as directed by the ENGINEER.

2. Transport from OWNER's property and legally dispose of.
3. Permits required for the hauling and disposing of this material beyond OWNER's property shall be obtained prior to commencing hauling operations.
4. Copies of required permits shall be provided to the ENGINEER.
5. Suitable excavated material may be used for fill if it meets the Specifications for common fill and is approved by the ENGINEER.
6. Excavated material so approved may be neatly stockpiled at the site where designated by the ENGINEER provided there is an area available where it will not interfere with the operation of the facility nor inconvenience traffic or adjoining property owners.

### 3.07 FIELD QUALITY CONTROL

- A. Retain a certified laboratory and make arrangements for testing necessary to comply with these Specifications, in accordance with Division 1.
- B. Provide copies of laboratory test results to the ENGINEER.
- C. Conduct one test per lift for each 500 linear feet of pipeline, or a minimum of two compaction tests per lift for projects with less than 1,000 linear feet of pipeline, at locations directed by the ENGINEER.
- D. Provide, at CONTRACTOR expense, additional compaction tests requested by the ENGINEER to insure that proper compaction is provided.

END OF SECTION

## SECTION 02513

### ASPHALTIC CONCRETE PAVING

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Prepare sub-grade to receive base course.
- B. Place stabilizing base courses, work and compact.
- C. Prime base course, place asphalt pavement.

##### 1.02 RELATED WORK

- A. Section 01410: Testing Laboratory Services.
- B. Section 02211: Site Grading.
- C. Section 02580: Pavement Marking.

##### 1.03 REFERENCE STANDARDS

- A. ASTM D1557 - Tests for Moisture - Density Relationship of Soils using 10 lb. Rammer in 18 inch Drop.
- B. AASHTO M-81 - Penetration Graded Asphalt Cement.
- C. AASHTO M-140 - Emulsified Asphalt.
- D. FDOT Standard Specifications for Road & Bridge Construction - Section 200 - Rock Base
- E. FDOT Standard Specifications for Road and Bridge Construction - Section 285 – Optional Base Material.
- F. FDOT Standard Specifications for Road and Bridge Construction - Section 250 - Shell Stabilized Base.
- G. FDOT Standard Specifications for Road and Bridge Construction - Section 320 - Hot Mix Asphalt – Plant Methods and Equipment.
- H. FDOT Standard Specifications for Road and Bridge Construction - Section 330 - Hot Bituminous Mixtures General Construction Requirements.

- I. FDOT Standard Specifications for Road and Bridge Construction - Section 334 – Superpave Asphalt Concrete.
- J. FDOT Standard Specifications for Road and Bridge Construction - Section 913A – Shell-Rock Material.
- K. FDOT Standard Specifications for Road and Bridge Construction - Section 916 – Bituminous Materials.

#### 1.04 TESTING AND INSPECTION

- A. Testing and inspection of asphalt pavement mixes and testing of placed stabilizing base course and asphalt pavement will be performed by an independent testing laboratory, in accordance with Section 01410-Testing Lab Services, and Section 01020-Allowances. Testing and inspection will be performed so as to minimize disruption to work.
- B. Allow testing laboratory access to the mixing plant for verification of weights or proportions, character of materials used and determination of temperatures used in the preparation of asphalt concrete mix.
- C. When and if required, the testing laboratory will perform laboratory tests on proposed asphalt pavement mixes to determine conformity with requirements.
- D. The testing laboratory will perform one series of compaction tests for stabilizing base course and for asphalt pavement. The contractor shall pay for costs of additional testing as required due to improper performance of work.
- E. When stabilizing base course or portion thereof has been placed and compacted in accordance with requirements, notify the testing laboratory to perform density and bearing value tests. Do not place asphalt pavement until results have been verified and base course installation approved.
- F. If compaction tests indicate that stabilizing base course or asphalt paving do not meet specified requirements, remove defective work, replace and retest at Contractor's expense.

## PART 2 - MATERIALS

### 2.01 Shell-Rock

- A. Shell-rock materials to be used for shell-rock base shall be defined as naturally occurring heterogeneous deposits of limestone with interbedded layers or lenses of loose and cemented shell, to include cemented sands (calclitic sandstone). This material shall be mined and processed in a manner that will result in a reasonably homogenous finished product. Approval of mineral aggregate sources shall be in accordance with 6-3.3.
- B. Deleterious Substances- Shell-rock materials shall not contain lumps of clay, organic matter, cherty or other extremely hard materials, or other substances not defined, in sufficient quantity as to be detrimental to the finishing, strength, or performance of the base. The material shall not contain loose, free silica sand in sufficient quantity to prevent bonding of the base, or to result in a surface which is susceptible to distortion under construction traffic, or accumulation of loose sand on the finished surface which precludes bonding of the bituminous tack coat with the base, nor shall the material contain more than 50% loose, free shells, corals or skeletal remain of other marine invertebrates (retained on the No. 4 sieve). Materials shall contain no water sensitive clay minerals.
- C. Physical and Chemical Properties - Shell-rock material shall meet the following physical and chemical properties:

Limerock Bearing Ratio (LBR) (FM 5-515) - Production of this material shall be controlled so as to meet the following requirements for LBR value:

- The average of test values shall not be less than 100.
- No individual test value shall be less than 90.
- No two consecutive test values between 90 and 100.

Plasticity (AASHTO T89 and AASHTO T90) - That portion of the material passing the No. 40 sieve shall be non-plastic.

Carbonates (FM-5-514) - The minimum of the average percentage of carbonates of calcium and magnesium shall be 50. Material represented by any individual carbonate LOT average of less than 45% is unacceptable.

Gradation Requirements - Materials classified as shell-rock shall be graded uniformly down to dust and in addition, meet the following specific requirements:

- Passing 3-1/2 inch sieve (maximum dimension not to exceed 6 inches) ..... minimum 97%
- Passing No. 4 sieve ..... maximum 70%
- Passing No. 200 sieve ..... maximum 20% (washed)

## 2.02 LIMEROCK

- A. Composition - The minimum percentage of carbonates of calcium and magnesium in the limerock material shall be 70. The maximum percentage of water-sensitive clay mineral shall be 3 percent. Limerock material shall

not contain cherty or other extremely hard pieces, or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing, or strength of the limerock base.

- B. Gradation and Size Requirements - At least 97 percent (by weight of the material shall pass a 3½ inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.
- C. Limerock Bearing Requirements - Limerock material used in construction of limerock base shall have an average LBR value of not less than 100. The average LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

### 2.03 CRUSHED CONCRETE

- A. Composition - The minimum percentage of carbonates of calcium and magnesium in the material shall be 70. All foreign material such as metal fragments, organic matter, etc. shall be removed from the material before delivery to the job site.
- B. Gradation - 100 percent (by weight) of the material shall pass a 3 inch sieve, with 40 percent to 70 percent passing the number 10 sieve. Not more than 20 percent, by dry weight, of the material shall pass the 200 sieve by washing. all crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.
- C. Bearing Requirements - The Crushed Concrete Base shall have an average Limerock Bearing Ratio (LBR) of not less than 100. The average LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.
- D. Crushed Concrete may be substituted for Limerock as base material by adding 2 inches to the specified thickness.

### 2.04 PRIME COAT

- A. Prime coat shall be one of the following:
  - 1. Cutback Asphalt, Grade RC-70 or RC-250 shall meet the requirements of AASHTO Specification M-81.
  - 2. Emulsified Asphalt Grade SS-1 or SS1H shall meet the requirements of ASSHTO Specifications M-140 and/or M-280.

## 2.05 TACK COAT

- A. Tack coat shall be one of the following:
  - 1. Asphalt Cement, Penetration Grade 85-100 shall meet the requirements of AASHTO Specification M-20.
  - 2. Emulsified Asphalt, Grade RS-2 shall meet the requirements of AASHTO Specification M-140.

## 2.06 ASPHALTIC CONCRETE

- A. Asphaltic concrete surface course - Type SP-12.5 asphaltic concrete wearing surface, 1½ inches in compacted thickness or as indicated on the Drawings, in accordance with the aforesaid DOT Standard Specification.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Subgrade shall be stabilized per Section 160 - Stabilizing, of the FDOT Standard Specifications.
- B. Bearing Value Requirements for subgrade stabilization
  - 1. Limerock Bearing Ratio - Minimum LBR 40 under paved and curbed areas, and minimum LBR 30 in shoulder and swale areas.
  - 2. Florida Bearing Value - Minimum FBV 75 pounds per square inch (psi) under paved and curbed areas, and minimum FBV 50 psi in shoulder and swale areas.

### 3.02 TRANSPORTING BASE COURSES

The limerock shall be transported to the point where it is to be used, over rock previously placed if practicable, and dumped on the end of the preceding spread. Hauling over the subgrade and dumping on the subgrade will be permitted when these operations will not be detrimental to the base as determined by the Engineer.

### 3.03 EQUIPMENT

- A. Base Course - The rock shall be spread by mechanical rock spreaders, equipped with a device which strikes off the rock uniformly to laying thickness, and capable of producing an even distribution of the rock.

- B. Pressure Distributor - The pressure distributor shall be equipped with pneumatic tires having a sufficient width of rubber in contact with the road surface to avoid breaking the bond or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required, within an allowable variation two (2) inches.

#### 3.04 SPREADING BASE COURSE

- A. Method of Spreading - The limerock shall be spread uniformly with equipment as specified in 3.02 above. All segregated areas of fine or coarse rock shall be removed and replaced with properly graded rock.
- B. Number of Courses - When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subgrade.

#### 3.05 COMPACTING AND FINISHING BASE

- A. Dynamic Compactor with vibratory rollers shall not be used on this project and shall not be permitted at the job site. The contractor is responsible for all damages caused by compaction operations.
- B. Single-Course Base - For single-course base, after the spreading is completed the entire surface shall be scarified and then shaped so as to produce the required grade and cross section after compaction.
- C. Double-Course Base - For double-course base, the first course shall be cleaned of foreign material and bladed and brought to a surface cross section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density tests for the lower course shall be made and the Engineer shall have determined that the required compaction has been obtained. After the spreading of the material for the final course is completed, its surface shall be finished and shaped so as to produce the required grade and cross section after compaction, and free of scabs and laminations.
- D. Moisture Content - When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. When water is added it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted.

- E. Density Requirements - As soon as proper conditions of moisture are attained the material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T-180. The minimum density which will be acceptable at any location outside the traveled roadway.
- F. Density Test - At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.  
During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.
- G. Correction of Defects:
  - 1. Contamination of Base Material - If, at any time, the subgrade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
  - 2. Cracks and Checks - If cracks or checks appear in the base, either before or after priming, which, in the opinion of the Engineer, would impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by rescarifying, reshaping, adding base material where necessary, and recompacting.
- H. Surface Testing - The finished surface of the base course shall be checked with a templet cut to the required crown and with a 15 foot straightedge laid parallel to the center line of the road. All irregularities greater than ¼ inch shall be corrected by scarifying and removing or adding base course material as required, after which the entire area shall be recompactd.

### 3.06 PRIMING

- A. Preparation - The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur.

Before any bituminous material is applied, all loose material, dust, dirt, caked clay and other foreign material which might prevent proper bond with the existing surface shall be removed for the full width of the application.

Particular care shall be taken in cleaning the outer edges of the strip to be treated, to insure that the prime or tack coat will adhere.

When the prime or tack coat is applied adjacent to curb and gutter, valley gutter or any other concrete surfaces, such concrete surfaces (except where they are to be covered with a bituminous wearing course) shall be covered with heavy paper, or otherwise protected while the prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed.

The temperature of the prime material shall be between 100 degrees Fahrenheit and 150 degrees Fahrenheit. The actual temperature shall be that which will insure uniform distribution. The material shall be applied by means of a pressure distributor. The amount to be applied will be dependent on the character of the surface and shall be sufficient to coat the surface thoroughly and uniformly, with no excess.

- B. Rate of Application - The rate of application shall be not less than 0.10 gallon per square yard, unless a lower rate is approved by the Engineer.
- C. Sprinkling - If so required by the Engineer the base shall be lightly sprinkled with water and rolled with a traffic roller, in advance of the application of the prime.
- D. Sanding - The primed base shall be covered by a light uniform application of cover material. If considered necessary for proper distribution of spread, the cover material shall be lightly dragged with a drag broom, after which it shall be rolled with a traffic roller.
- E. Sampling Device on Transport Tanks - All transport tanks delivering bituminous materials for use on the project shall be equipped with an approved spigot-type sampling device.
- F. Temperature Sensing Device on Transport Tanks - All transport tanks delivering bituminous materials shall be equipped with an approved dial type thermometer. The thermometer shall have a temperature range from 50 degrees Fahrenheit to 500 degrees Fahrenheit in 25 degrees Fahrenheit increments with a minimum dial diameter of two inches.

### 3.07 QUALITY CONTROL

- A. Testing Surface - The finished surface of the base course shall be checked with a templet cut to the required crown and with a 15-foot straightedge laid parallel to the centerline of the road. All irregularities greater than  $\frac{1}{4}$  inch shall be corrected by scarifying and removing or adding rock as required, after which the entire area shall be recompact as specified hereinbefore.

In the testing of the surface, the measurements will not be taken in small holes caused by individual pieces of rock having been pulled out by the grader.

B. Thickness Requirements:

1. Measurements - Thickness of base shall be measured at intervals of not more than 200 feet. Measurements shall be taken at various points on the cross section, through holes not less than three inches in diameter.
2. Areas Requiring Correction - Where the compacted base is deficient by more than ½ inch from the thickness called for in the plans, the Contractor shall correct such areas by scarifying and adding rock. The base shall be scarified and rock added for a distance of 100 feet in each direction from the edge of the deficient area. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross section.
3. Deficient Areas Left in Place - As an exception to the requirement for correcting areas of base which show a thickness deficiency exceeding the allowable ½ inch, the deficiency might be considered as not sufficient to seriously impair the required strength of the base and may be left in place. No payment, however, will be made for such deficient areas left in place and not corrected.

### 3.08 MAINTENANCE

The Contractor will be responsible for assuring that the true crown and templet are maintained, with no rutting or other distortion, and that the base meets all the requirements, at the time the surface course is applied.

### 3.09 PROTECTING ADJACENT WORK

Provide adequate protection for all adjacent construction, whatever it may be, against bituminous spraying. Spraying of bituminous material on work, other than base course, will not be accepted.

### 3.10 TRANSPORTATION OF THE ASPHALT

The surface course shall be transported in tight vehicles previously cleaned of all foreign material. The inside surface of the truck bodies shall be only thinly coated with soapy water or an approved emulsion containing not over 5 percent oil. Kerosine, gasoline or similar products shall not be used. After coating and before loading, the truck bodies shall be raised and drained of all excess liquids.

### 3.11 INSTALLATION OF FINAL ASPHALTIC CONCRETE SURFACE COURSE

The Contractor shall install Type SP asphaltic concrete surface course over the entire surface in accordance with the Plan specifications.

Mechanical spreading and screeding equipment shall be of an approved type that is self-propelled and can be steered. It shall be equipped with a receiving and disbursing hopper and a mechanical screed or strike-off member capable of adjustment to regulate the depth of material being spread. Tandem Type 5 to 12 ton steel- wheeled rollers shall be used for sealing. Self- Propelled, pneumatic-tired traffic rollers equipped with at least 7b smooth tread, low pressure tires, having a total weight of 6 to 10 tons shall be used for final rolling.

### 3.12 FIELD QUALITY CONTROL

The final surface course of all pavements will be required to be checked by a rolling straightedge. The finished surface shall not vary more than 3/16 inch from the straightedge applied parallel to the centerline of the pavement. The straightedge shall have an effective length of 15 feet.

END OF SECTION

## SECTION 02743

### ASPHALT CONCRETE PAVEMENT REPAIR

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Furnish labor, equipment, and material required for cutting, removing, protecting, replacing or stabilizing existing roadways, driveways and pavement of the various types encountered, removed or damaged under this Contract.
- B. Existing utility castings, including valve boxes, manholes, handholes, pull boxes, inlets and similar structures in the areas of trench restoration, pavement replacement and pavement overlay shall be adjusted to be flush with the surface of the finished work, at no additional cost to the OWNER.
- C. Protection for pavements, limerock base courses and asphaltic surface courses, within the work area.
  - 1. Payment for pavement restoration will be made only where such limerock base courses or surface courses are encountered within the limits defined in the pavement repair details shown in the Drawings and/or in the Standard Details.
  - 2. Base course or surface course beyond those limits, damaged as a result of the CONTRACTOR's operation, shall be restored in accordance with the applicable requirements of these Specifications, at no additional cost to the OWNER.
  - 3. In writing, notify the authority having jurisdiction over the street, of existing damaged pavement prior to proceeding with work in the vicinity.
  - 4. Forward a copy of these notices to the ENGINEER.
- D. Permanent pavement repair shall be in accordance with the details shown in the Drawings and/or in the FDOT Standard Details herein with edges straight and parallel and patches rectangular in plan.
  - 1. Paving replacement required beyond the limits shown in the details, and as called for in the Specifications, shall be at the CONTRACTOR's expense.
  - 2. Where trenches are located out of the existing pavement and damage occurs to the pavement, it shall also be replaced at no expense to the OWNER.

- E. Promptly replace pavement markings removed or obliterated, using like materials and without expense to the OWNER.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. The percentages of maximum density for subgrade and limerock base specified herein are minimum.
  - 1. Greater percentages of maximum density shall be obtained, if so required by the governing authority having jurisdiction over the work location.
- B. Asphaltic concrete mixtures shall be obtained only from plants, which comply with the requirements of D.O.T. Specifications, Section 320 as applicable, using materials specified herein, and producing the specified mixture.
  - 1. General construction requirements for hot bituminous mixtures specified herein shall conform to D.O.T. Specifications, Section 330, as applicable.
- C. Equipment necessary for construction shall be on the job site in first class working condition.
  - 1. Spilling or dropping of petroleum products is prohibited and defective equipment shall be removed or replaced immediately.
  - 2. Comply with clean up requirements.
- D. Asphaltic concrete shall be laid only where the surface to be covered is intact, firm, cured and dry, and only when weather conditions are suitable.
  - 1. The temperature of the mixture at the time of spreading shall be within 25 °F of the temperature set by the ENGINEER.
  - 2. No mixture shall be spread when the air temperature is less than 40 °F nor when the spreading cannot be finished and compacted during daylight hours.
- E. Mixture caught in transit by a sudden rain may be laid at the CONTRACTOR's risk, if the base is in suitable condition.
  - 1. Under no circumstances shall asphalt material be placed while rain is falling, or when there is water on the area to be covered.

## PART 3 EXECUTION

### 3.01 TEMPORARY PAVING

- A. Prior to commencing excavation, the asphalt surface shall be sawcut within the limits of the allowable trench width.
  - 1. Temporary paving will be required along the entire route where the original paved surface is removed.
  - 2. Temporary paving shall be placed the same day the trench is backfilled.
  - 3. The trench shall be backfilled as required in Trenching - Section 02319, up to 1 inch below the existing pavement surface and a temporary, cold mixed sand/asphalt pavement shall be constructed up to the level of the existing pavement surface.
  - 4. The liquid asphalt shall be Grade RC-70 conforming to the requirements of D.O.T. Specifications, Section 916-2.
  - 5. The sand shall conform to the requirements of D.O.T. Specifications, Section 902 for fine aggregate.
  
- B. The cold mix shall be installed one block at a time not crossing intersections to a maximum unpaved ditch length of 1200 feet.
  - 1. When either of these limits is reached, complete the installation of paving prior to continuing with his excavation work.
  - 2. Backfill, compaction and temporary paving is to keep pace with the pipe installation.
  - 3. Written permission must be obtained from the Department and the municipal agency permitting the work to allow greater lengths than 1,200 feet.
  - 4. Permitting agencies may reduce the allowable limits in their permit, or for other unforeseen right-of-way conditions.
  
- C. Prior to completion of the work remove the 1 inch of cold mix and surplus backfill.
  - 1. Replace 1 inch of cold mix and surplus backfill with the specified compacted limerock base course and asphalt within the approved working limits.
  - 2. Municipal agencies permitting this work may accelerate the time for removal

of the cold mix, at their discretion.

- D. Maintain the temporary pavement in a condition satisfactory to the ENGINEER until its removal.
  - 1. Removal shall include surplus backfill material.
  - 2. Replacement shall be made within 30 days with the permanent pavement.
  - 3. In replacing the temporary paving with permanent pavement, work shall be completed in sections compatible with specified traffic maintenance procedures.
- E. No payment shall be made for temporary paving work and the cost for such work shall be included in the prices bid for other applicable items of work.
- F. Should the CONTRACTOR elect to install temporary hot mix asphalt, to be left in place, in lieu of cold mix asphalt, a suitable credit for cold mix will be provided to the OWNER when the hot mix temporary asphalt is left in place and installed over properly compacted Limerock base course and shall be incorporated into the specified permanent pavement restoration as part of Type I paving replacement.
- G. Sand seal on the limerock base course will not be permitted in lieu of temporary paving.

### 3.02 TYPE I PAVING REPAIRS (LIMEROCK BASE AND ASPHALTIC CONCRETE SURFACE)

- A. Type I paving repairs shall be made with an 8-inch thick compacted limerock base and a minimum 1-inch thick Asphaltic concrete surface.
- B. Limerock for pavement base shall be obtained from local sources where the overburden was removed from the pits prior to mining operations.
  - 1. The limerock shall comply with the requirements of D.O.T. Specifications, Section 911.
- C. The backfill previously placed and compacted shall be excavated to the required depth below the existing road surface and the existing paving shall be cut back beyond excavations, using an abrasive disc saw to trim the edges to straight and true lines.
  - 1. Eight inches of limerock base shall be placed in two layers, each layer compacted to not less than 98 percent density.

2. During rolling, it shall be wet down as necessary to secure the greatest possible compaction.
  3. After rolling, the entire surface shall be thoroughly scarified to a depth of not less than 3 inches and shaped to conform to the existing surface, then watered and rolled again.
  4. Rolling and watering shall continue until the entire depth of the base is bonded and compacted into an unyielding mass.
- D. If the subgrade material becomes churned up and mixed with the limerock base course materials, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean rock which shall be watered and rolled until satisfactorily compacted.
- E. After the limerock base course has been properly prepared and is dry and ready to receive the wearing surface, a prime coat of emulsified asphalt (Grade RS 2) shall be applied at a rate of 0.10 gallon per square yard, or as approved by the ENGINEER, immediately followed by the asphaltic concrete.
1. The prime coat shall be applied to the entire limerock base course uniformly, and shall thoroughly coat surfaces.
  2. Care shall be taken to tack coat and bond the edges of surrounding pavement.
  3. The tack coat shall not advance ahead of the paving by more than 300 feet in business or residential areas unless otherwise approved by the ENGINEER.
- F. The Asphaltic concrete shall be plant mixed, using the best grade of local aggregates of approved size and gradation and mixed with an approved binder and conforming to either the State of Florida Department of Transportation Specifications, Type S-1 Asphaltic Concrete, Section 331-1 through 331-5, or as ordered by the ENGINEER.
1. Where the width of the repair permits, the material shall be placed by means of an approved mechanical spreader and finisher.
  2. The mixture shall be compacted to true grade and cross section by means of a tandem roller weighing not less than eight tons.
  3. The compacted asphaltic concrete mixture shall not be less than one inch in thickness.
  4. Rolling shall proceed as closely behind the spreader as possible and material shall be completely compacted the same day it is placed.

3.03 TYPE II PAVING REPAIR (SPECIAL LIME ROCK BASE AND ASPHALTIC CONCRETE SURFACE)

- A. Type II repairs will be used only when the restoration work falls within the limits of a State Road and shall be performed in accordance with the latest Florida Department of Transportation Standard Specifications for Road and bridge Construction.

3.04 TYPE V PAVING REPAIRS (ASPHALTIC CONCRETE WEARING SURFACE OVERLAY)

- A. Since the quantity of Type V repairs that may be required is usually unknown until Contract pavement restoration work begins, Type V based on pricing listed in the Bid Summary Sheet.
  - 1. A Contingent Item may or may not be used at the option of the OWNER, and provisions contained within the Contract Documents for quantity overruns will not be applicable.
- B. Type V paving repairs shall consist of a machine-laid asphaltic concrete wearing surface overlay which shall be nominal one-inch thick asphaltic concrete meeting the material requirements of Type I repairs as specified.
  - 1. As used herein, "overlay" shall mean Type V paving repairs.
  - 2. A special wearing surface may be substituted if required.
- C. In general, the overlay will be applied in a full lane width or widths, after the permanent paving repairs over the trench have been made.
- D. Longitudinal and transverse asphalt replacement overlay wearing surfaces shall butt into adjacent existing asphalt wearing surfaces in full lane asphalt restoration.
  - 1. The finish elevation of the new full lane overlay shall meet existing elevations adjacent to the new work.
- E. The existing asphaltic concrete surface shall be saw cut for its full depth or 1-inch minimum, and then stripped back for at least 2 feet into the area to be overlaid to a second cut which shall also be in clean straight lines.
  - 1. The second, or interior, cut edge shall be rolled with a tandem roller weighing not less than 8 tons before the overlay is applied.
  - 2. The stripped area shall be used to provide a smooth transition between the overlay and the existing pavement.

3. Before placing the overlay, cut edges and the stripped area shall be tack coated with specified emulsified asphalt.
- F. If the CONTRACTOR requests in writing to "feather" the longitudinal edge, and if written permission is granted to "feather" the asphalt by the Department and the local municipality, a sanded mix of 70-30 type shall be used.
1. "Feathering" shall begin 18 inches from the tapered edge.
- G. Prior to installing a full lane width overlay over existing asphalt the trench and shoulders over the pipe shall be sawcut and filled with asphalt to the required depth and terminating flush with the existing adjacent asphalt in accordance with the municipality having jurisdiction over the work for Types I, II.
1. Type V overlay will be installed as detailed above.
- H. When a minor amount of asphalt surface will remain, generally with large pipe installations, after the pipe is installed and the required longitudinal saw cutting the asphalt, the CONTRACTOR may request permission to remove the asphalt in the lane, at his expense, by saw cutting the asphalt adjacent to the existing lane, then placing the Type V overlay flush with the adjacent asphalt.
1. This would require that the Type I, II finish elevation be lowered 1 inch to allow for the Type V overlay.
- I. Before the overlay is applied, existing surfaces shall be swept clean of dirt and debris, using a power driven broom if warranted by the size of the location to be overlaid and/or as ordered by the ENGINEER.
1. Pavement edges shall be cleared of encroaching vegetation, loose sand, rock and other foreign matter.
  2. When this existing surface is thoroughly clean, approximately 0.10 gallon per square yard immediately followed by the asphaltic concrete overlay.
  3. The tack coat shall not advance ahead of the paving by more than 300 feet in business or residential areas unless otherwise approved by the ENGINEER.
  4. When the existing surface is thoroughly clean, a tack coat of Emulsified asphalt, Grade PS-2 (anionic) shall be applied at the rate of approximately 0.10 gallon per square yard, immediately followed by the asphaltic concrete overlay.
  5. The tack coat shall not advance ahead of the paving by more than 300 feet in business or residential areas unless otherwise approved by the

ENGINEER.

- J. Machine-laid overlay shall be place by means of an approved mechanical spreader, and the mixture shall be compacted to true grade and cross section by means of a tandem roller weighing not less than 8 tons.
- K. The compacted overlay shall be thicker as required to produce a smooth uniform surface free of irregularities, but shall not be less than one inch in thickness.
  - 1. Existing depressed areas in the asphalt collecting water after a rainfall shall be corrected before placing the asphalt overlay.
  - 2. Rolling after proceed as close behind the spreading of the asphalt as possible, and materials shall be completely compacted the same day it is placed.

3.05 STATE ROAD PAVEMENT RESTORATION (1:10 CONCRETE BACKFILL AND BASE AND ASPHALTIC CONCRETE SURFACE)

- A. State Road pavement Restoration, where required, shall be made with a backfill/base of 1:10 cement/s concrete mix.
  - 1. In cases, regardless of water table, the 1:10 mix shall be placed from 12 inches above the top of the pipe to an elevation 3 inches below the adjacent asphalt surface.
  - 2. A 3-inch thick asphaltic concrete course, machine-laid in two equal layers, cold-milled removal of 1 inch of pavement (for full lane width) 1 inch thick asphaltic concrete wearing surface where shown in the Drawings.
- B. After the base surface has been properly prepared and is dry and ready to receive the wearing surface, a tack coat of emulsified asphalt (Grade RS-2) shall be applied at a rate of 0.10 gallon per square yard, immediately followed by the asphaltic concrete.
  - 1. The tack coat shall be applied to the entire base uniformly, and shall thoroughly coat surfaces.
  - 2. Care shall be taken to tack coat and bond the edges of surrounding pavement.
- C. The 3-inch asphaltic concrete course (two 1½-inch lifts) shall be plant mixed, using the best grade of local aggregates of approved size and gradation and mixed with an approved binder and conforming to either the State of Florida Department of Transportation Specifications, Type S-1 Asphaltic Concrete, Section 331-1 through 331-5, or as ordered by the ENGINEER.

1. Where the width of the repair permits, the material shall be placed by means of an approved mechanical spreader and finisher.
2. The mixture shall be compacted to true grade and cross section by means of a tandem roller weighting not less than 8 tons.
3. The compacted asphaltic concrete mixture shall not be less than three inches in thickness.
4. Rolling shall proceed as closely behind the spreader as possible and material shall be completely compacted the same day it is placed.

### 3.06 COLD MILLING

- A. Cold milling of the existing pavement for 1 inch deep shall be done by using an automated pavement planer capable of maintaining an accurate depth of 1 inch.
  1. Cold milling equipment shall meet the approval of the Florida Department of Transportation, or other municipality having jurisdiction, before work is started.
- B. After the pavement has been milled and mechanically cleaned, a tack coat shall be applied as specified above.
- C. A full lane of one-inch thick asphaltic concrete wearing surface Type S-3 Asphalt Concrete (per Florida Department of Transportation Specifications, Sections 331 and 337, respectively) shall then be applied in accordance with the above specifications.

### 3.07 PAVEMENT MARKINGS

- A. Traffic Paint
  1. Traffic paint used for this work shall conform with the requirements of Section 971-12 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, or, at the CONTRACTOR's option, fast dry traffic paint, as specified in D.O.T. Specifications, Section 971-13 may be used.
  2. The colors of the paint shall be yellow or white as existed before the repair.
  3. Equipment shall be of a type and design, which will readily obtain the required uniformity of application of the stripes, both as to thickness of coating and as to alignment.
    - a. The paint machine shall be of the spray type and shall be capable of spraying the paint to the required spread without thinning of the paint.

- b. The paint tank shall be equipped with a mechanical agitator.
  - c. The nozzle shall have cut-off valves, which will apply broken or skip lines automatically.
  - d. Each nozzle shall also be provided with suitable line guides, either metallic shrouds or air blasts.
4. Painting shall be done only during daylight hours and, as far as practicable, shall be terminated in time to permit sufficient drying by sunset.
- a. No paint shall be applied when moisture is present on the surface to be painted or when the air temperature is below 40 °F.
  - b. Painting shall not be done when winds are sufficient to cause spray dust.
5. The surface that is to be painted shall be cleaned, by compressed air or other effective means, immediately before the start of painting, and shall be clean and dry when the paint is applied.
- a. Vegetation or soil shall be removed from the pavement before edge stripping is begun.
6. The paint shall be thoroughly mixed before it is poured into the painting machine and no thinning of the paint will be allowed.
- a. Before the start of each day's work the paint container, the connections, and the spray nozzles on the machine shall be thoroughly cleaned with paint thinner or other suitable cleaner.
7. The traffic stripe shall be of the specified width with clean, true edges and without sharp breaks in the alignment.
- a. A uniform coating of paint shall be obtained and the finished stripe shall contain no light spots or paint skips.
  - b. Stripes, which do not have a uniform, satisfactory appearance, both day and night, shall be corrected.
8. Newly painted stripes, including edge stripes, shall be protected until the paint is sufficiently dry to permit vehicles to cross stripe without damage from the tires.
- a. While the center line stripes are being painting, traffic shall be routed to the right side of the painting operations and the newly painted stripe.
  - b. When necessary, a pilot car shall be used to protect the painting

operations from traffic interference.

9. Portions of the stripes damaged by passing traffic or from other cause shall be repainted at the CONTRACTOR's expense.

#### B. Thermoplastic Traffic Stripes and Markings

1. Thermoplastic pavement markings, including stripes, pavement messages, stop bars, directional arrows, reflective pavement markers and other miscellaneous items, will be replaced as existed before the repair was made.
  - a. The thermoplastic compound shall be as specified in Section 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
  - b. The thermoplastic compound shall be extruded or sprayed onto the pavement surface in a molten state by mechanical means, with surface application of glass spheres; when required, and upon cooling to ambient pavement temperature shall produce an adherent pavement marking of specified thickness and width and capable of resisting deformation.
2. The colors of the compound shall be white or yellow as existed before the repair.
3. Reflective Pavement Markers and their installation shall conform to the D.O.T. Specifications, Section 706.
4. Where thermoplastic is to be applied to cement concrete pavement, a sealing primer as specified in D.O.T. Specifications, Sections 711-2.2, shall be applied in advance of the placing of the stripes.
5. The thermoplastic shall be applied to the pavement utilizing extrusion or spray application equipment.
  - a. The application equipment shall be so constructed as to provide continuous mixing and agitation of the material.
  - b. Conveying parts of the equipment between the main material reservoir and the shaping die or gun shall be so constructed as to prevent accumulation and clogging.
  - c. The equipment shall be constructed so that mixing and conveying parts up to and including the shaping die or gun, maintain the material at the plastic temperature with heat transfer oil or electrical element control led heat.
  - d. Direct fire heat transfer will not be allowed.

6. The application equipment shall be so constructed as to insure continuous uniformity in the dimensions of the stripe.
  - a. The applicator shall provide a means for cleanly cutting of square stripe ends and shall provide a method of applying "skip" lines.
7. Glass spheres applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the striping machine in such a manner that the beads are dispensed almost instantaneously upon the installed line.
8. Special kettle(s) shall be provided for melting and heating the thermoplastic material.
  - a. The kettle(s) shall be equipped with automatic thermostatic control devices in order to provide uniform temperature control and prevent overheating of the material.
  - b. The applicator and kettle(s) must be so equipped and arranged as to satisfy the requirements of the National Fire Underwriters, and the State of Florida.
9. Applicators shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc.
  - a. The applicator equipment to be used on roadway installations shall consist of either hand equipment or truck mounted units depending on the type of marking required.
10. The hand applicator equipment shall be insulated and shall have sufficient capacity to hold 150 pounds of molten material and shall be sufficiently maneuverable to install crosswalks; lane, edge and center lines; arrows and legends.
  - a. The truck mounted unit for lane, edge, and center lines shall consist of a mobile self contained unit carrying its own material capable of operating at a minimum speed of five miles per hour while installing striping.
11. Application time, weather limitations and surface preparation shall be in accordance with D.O.T. Specifications, Sections 710-4, 710-5 and 710-8.
12. The material, when formed into traffic stripes or other markings must be readily renewable by placing an overlay of new material directly over an old line of compatible material in such a manner that no splitting or separation takes place.
13. The application temperature shall be within the range specified by the

manufacturer of the thermoplastic compound being used.

14. All pavement edge lines, gore, island and diagonal strip markings, bike lane symbols and messages, wherever located, shall have a minimum thickness of 0.060 inch at the edges and a maximum thickness of 0.120 inch at the center.
  - a. A minimum average film thickness of 0.060 inch shall be maintained.
  - b. Lane lines, center lines, transverse markings (except shoulder markings), and pavement markings within traffic wearing area (such as dotted turning guide lines) shall have a minimum thickness of 0.090 inch at the edges and a maximum thickness of 0.188 inch at the center.
  - c. A minimum average film thickness of 0.090 shall be maintained.
  - d. Thickness measurements shall be an average in over a three foot length.
15. The glass sphere top coating shall be applied by a type of glass sphere dispenser or gun, which will embed the spheres into the line surface to at least one-half their diameter.
  - a. The glass sphere top coating shall not incur more than a 10 percent loss during the first 30 days of traffic exposure.

END OF SECTION

## SECTION 02769

### REFLECTIVE PAVEMENT MARKERS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Furnish labor, equipment, and material for installation of reflectorized pavement markers and removing pavement markers at locations designated in the Drawings.
- B. The work shall be done in accordance with the contract Specifications and Drawings.

##### 1.02 DEFINITIONS

- A. Type 1 Markers shall have amber bi-directional reflective faces.
- B. Type 2 Markers shall have bi-directional reflective faces with one face colorless and the other face colored red.
- C. Type 3 Markers shall have bi-directional reflective faces with one face colored red and the other face colored amber.
- D. Type 4 Markers shall have an amber mono-directional reflective face.
- E. Type 5 Markers shall have a colorless mono-directional reflective face.
- F. Class A Markers shall meet the specific intensity requirements of 706-2.3.2, without the reflective face treatment.
- G. Class B Markers shall meet the specific intensity requirements, 706-2.3.2, after the reflective face has been treated as specified in 706-2.3.3(a).
- H. Horizontal entrance angle - the angle in the horizontal plane between the direction of incident light and the normal to the leading edge of the marker.
- I. Observation angle - the angle at the reflector between the observer's line of sight and the direction of the light incident on the reflector.
- J. Specific intensity - candlepower of the returned light at the chosen observation and entrance angles for each foot-candle of illumination at the reflector on a plane perpendicular to the incident light.

### 1.03 METHOD OF MEASUREMENT

- A. The contract unit price for markers furnished and installed shall include equipment, labor, and material necessary to make a complete and accepted installation.
- B. The contract unit price for marker removal shall consist of equipment, material, and labor necessary to remove, pick up and dispose of the marker.

### 1.04 BASIS OF PAYMENT

- A. The contract unit price each for Reflective Pavement Marker and the contract unit price each for Removal of Existing Pavement Markers shall be full compensation for work specified under these items.

### 1.05 RELATED SECTIONS

- A. Submittals - Division 1

## PART 2 PRODUCTS

### 2.01 MATERIALS

#### A. REFLECTIVE MARKERS

1. The marker shall consist of a molded methyl methacrylate or an acrylonitrile butadiene styrene (ABS) shell filled with a mixture of an inert thermostating compound and filler material.
  - a. Methyl methacrylate shall conform to the requirements of Federal Specification L-P380C, Type 1, Class 3.
2. The marker shall have a maximum width of five inches and a maximum height of 0.75 inch.
3. The minimum area of each reflective face shall be 1.50 square inches.
4. The outer surface shall be smooth and corners and edges exposed to traffic shall be rounded.
5. The base shall be substantially free of glass or substances that may reduce their bond to adhesive.
6. Strength Requirements:



- 2) The specific intensity of amber reflective faces shall be equal to or greater than 60 percent of the value for colorless faces.
  - 3) The specific intensity of red reflective faces shall be equal to or greater than 20 percent of the value for colorless faces.
  - 4) The specific intensity of blue reflective faces shall be equal to or greater than 10 percent of the value for colorless faces.
- c. Optical Testing Procedure:
- 1) Reflective Face Treatment for Class B Markers:
    - a) The reflective face of Class B Markers shall be prepared in accordance with the following procedure prior to measuring the specific intensity.
      - i) A pad one inch in diameter shall be formed from No. 3 coarse steel wool, which conforms to Federal Specification FF-W-1825.
      - ii) The steel wool pad shall be placed on the reflective face.
      - iii) The entire reflective face shall be rubbed 100 times with an applied load of 50 pounds.
    - b) For Type 2 and 3 Markers, the red reflective faces shall not be subjected to the testing preparation procedure.
- d. Optical Measurements:
- 1) The markers to be tested shall be located with the center of the reflecting face at a distance of five feet from a uniformly bright source having an effective diameter of 0.2 inch.
  - 2) The photocell width shall be 0.5 inch.
  - 3) It shall be shielded to eliminate stray light.
  - 4) The distance from light source center to the photocell center shall be 0.21 inch.
  - 5) If a test distance other than five feet is used, the source and receiver dimensions and the distance between source and receiver shall be modified in the same proportion as the test distance.

- 6) A random sample of five markers will constitute a representative sample for a lot.
- 7) If more than one marker fails the initial test, a new sample (five markers) may be tested.
- 8) Failure of more than one marker in the retest shall be cause for rejection of the entire lot.

## B. ADHESIVE

### 1. General Requirements:

- a. Bituminous adhesive as recommended by the marker manufacturer shall be used for bonding the markers to the pavement.
- b. The adhesive used shall be one of the products included on the Qualified Products List, current at the time of the adhesive proposal for use.

### 2. Specific Requirements for Bituminous Adhesive:

- a. The adhesive shall be material suitable for bonding pavement markers to Portland cement concrete pavement, not to be used with bituminous pavement and chip-sealed surfaces when the road surface and marker temperatures are in the range of 50°F to 160°F.
- b. The composition of the adhesive must not deteriorate when heated to and applied at temperatures up to 425°F using either air or oil-jacketed melters.
- c. The adhesive shall be packaged in self-releasing cardboard containers with essentially flat and parallel top and bottom surfaces allowing the packages to be stack properly.
- d. Each package shall have a net weight of either 50 or 60 pounds and shall weigh within two pounds of the stated quantity.
- e. Self-releasing cardboard dividers, which will separate each package into sections weighing no more than 15 pounds each, shall be part of the packaging.
- f. Each package shall show the manufacturer's name, net weight, and lot or batch number and shall be printed with "Bituminous Adhesive for Pavement Markers" or similar wording identifying the contents.
- g. The adhesive will be tentatively accepted by a manufacturer's certified test report.

- h. The certified test report shall show the test results and shall state that the adhesive represented by the test results meets the requirements of the specifications and has the properties and characteristics as herein specified.
- i. Furnish six copies of the test report to the State Materials ENGINEER.
- j. Each certification shall also contain a Material Safety Data Sheet.
- k. Standard Type:
  - 1) The asphaltic material and mineral filler shall comply with the following requirements:
  - 2) Adhesive Properties:

	Minimum	Maximum	Method
Softening Point, °F	200	-	ASTM D 36
Penetration	10	20	ASTM D 5
Flow, inches	-	0.2	ASTM D 3407
Viscosity, 400 °F, Poises	-	75	ASTM D 2669
Flash Point, C. O. C., °F	550	-	ASTM D 92

- 3) Asphalt properties determined on the filler-free material derived from the extraction and Abson recovery process as explained in Test Methods.

	Minimum	Maximum	Method Penetration, 100 g
5 Second, 77°F	25	-	ASTM D 5
Viscosity, 275 °F, Poises	12	-	ASTM D 2171

- 4) Filler properties determined using the filler separation technique described in test methods.

	Minimum	Maximum	Method
Filler Content, Percent by Weight	50	75	5)
Filler Fineness Percent passing:			ASTM C430
Sieve No.100	100		
Sieve No.200	95		
Sieve No.325	75		

5) Filler material:

- a) Shall be separated from the asphalt to determine filler content and filler fineness.
- b) The portion of the adhesive insoluble in 1,1,1-trichloroethane shall be considered the filler content.
- c) Filler content shall be determined by weighing  $10.00 \pm 0.01$  grams of solid adhesive into centrifuge flask with approximately 100-ml volume as specified in ASTM D 1796.
- d) Add 50 ml of 1,1,1-trichloroethane to the adhesive, which should be broken up into small pieces in order to speed the dissolution process.
- e) Swirl or stir with a fine rod, taking care not to lose solids.
- f) Place the sample flask in a balanced centrifuge and spin using a minimum relative centrifugal force of 150 (as determined in Section 6 of ASTM D 1796) for 10 minutes.
- g) Remove the sample flask and decant the solvent, taking care not to lose solids.
- h) Repeat the application of solvent and centrifuging until the solvent becomes clear and the filler is visually free of asphalt.
- i) Dry the filler at  $160 \pm 5^{\circ}\text{F}$  to remove solvent and weigh the resulting filler.
- j) Filtration of the decanted solvent may be performed to verify there is no loss of filler.
- k) Percent filler content is calculated as follows:

$$\text{FILLER CONTENT (Percent by Weight)} = \frac{\text{FILLER WEIGHT (grams)} * 100}{\text{ORIGINAL ADHESIVE WEIGHT (grams)}}$$

3. Flexible Adhesive:

- a. The hot applied flexible pavement marker adhesive shall be a hot melt thermoplastic material capable of bonding the marker without excessive marker movement at hot summer temperatures and remain flexible at winter temperatures.
- b. The adhesive shall comply with the following physical requirements when melted in accordance with ASTM D 3407 and poured into suitable test molds:

Penetration, 77°F (ASTM D 5)	25 Max.
Softening Point (ASTM D 2398).	200°F Min.
Brookfield Viscosity, 400°F (ASTM D 3236)	10,000 cp Max.
Ductility at 77°F, 5 cm/min (ASTM D 113)	15 cm Min.
Ductility at 39.2°F, 1 cm/min (ASTM D 3407)	5 cm Min.
Asphalt Compatibility (ASTM D 3407)	Pass

- c. Thermoplastic striping materials are not suitable for this specification.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Placement of the markers shall be in accordance with the Traffic Operations Standards unless otherwise specified.
- B. The portion of the pavement surface or thermoplastic marking to which the marker is attached by the adhesive shall be cleaned of dirt, curing compound, grease, oil, moisture, loose or unsound pavement and other material, which would adversely affect the adhesive.
- C. Reflective markers shall be installed in a manner that the reflective face of the marker is perpendicular to a line parallel to the roadway centerline.
- D. No markers shall be installed over longitudinal or transverse joints of the pavement surface.
- E. The adhesive shall be spread on the bonding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered.
- F. The adhesive application shall be of sufficient thickness so that when the marker is pressed into the adhesive, excess adhesive shall be forced out around the entire perimeter of the marker.
- G. Excessive adhesive shall be removed from in front of the reflective faces.

- H. If adhesive or foreign matter adheres to the reflective face of the marker, the marker shall be replaced.
- I. The marker shall be protected against impact until the adhesive has hardened.
- J. The ENGINEER shall determine the minimum time necessary to cure the adhesive for sufficient set to bear traffic.
- K. Specific Installation Requirements Utilizing Bituminous Adhesive:
  - 1. The markers may be cemented to the pavement with a bituminous adhesive conforming to this specification.
  - 2. The markers shall be installed when the pavement is dry and the pavement temperature is no less than 50°F, and no more than 160°F.
  - 3. The portion of the highway surface to which the marker is to be bonded by the adhesive shall be free of dirt, curing compound, grease, oil, moisture, loose or unsound layers, paint or other material which would adversely affect the bond of the adhesive.
  - 4. Cleaning shall be done by blast cleaning on Portland cement concrete and old bituminous pavements.
  - 5. New bituminous pavement that is clean need not be blast-cleaned unless the surface contains an abnormal amount of asphalt or the surface is contaminated with dirt, grease, paint, oil or other material, which would adversely affect the bond of the adhesive.
  - 6. The bituminous adhesive shall be melted and heated in either thermostatically controlled double boiler type units utilizing heat transfer oil or thermostatically controlled electric heating pots.
  - 7. Direct flame melting units shall not be used with flexible adhesives, but may be used with standard adhesive in accordance with manufacturer's recommendations.
  - 8. The melter/applicator unit shall be suited for both melting and pumping application through heated applicator hoses.
  - 9. The adhesive shall be heated to between 375 and 425°F and applied directly to the pavement surface from the melter/applicator by either pumping or pouring.
  - 10. It is important that application temperature be maintained between 375 and 425°F as lower temperatures may result in decreased adhesion while higher temperatures may damage the adhesive.

11. Sufficient adhesive shall be used to insure total contact with the bottom of the marker.
12. Markers shall be applied to the adhesive immediately (within 10 seconds) to assure bonding.
13. The marker shall be placed in position by applying downward pressure until the marker is firmly seated with the required adhesive thickness and squeeze out.
14. Excessive adhesive squeeze out shall be removed from the pavement and adhesive on the exposed surfaces of the markers shall be immediately removed.
15. Soft rags moistened with mineral spirits conforming to Federal Specifications TT-T-291 or kerosene may be used if necessary, to remove adhesive from exposed faces of pavement markers.
16. No other solvent may be used.
17. The adhesive may be reheated and reused.
18. The pot life at application temperatures shall not exceed manufacturer's recommendations.
19. Clean out of equipment and tanks may be performed using petroleum solvents as diesel fuel or similar materials.
20. Solvent must be removed from the equipment tanks and lines before the next use of the melter.

### 3.02 FIELD QUALITY CONTROL

- A. In the event that more than two percent of the markers fail in adhesion within the first 45 days under the traffic, replace failed markers at CONTRACTOR'S expense.
- B. If more than five percent of the markers fail in adhesion during the initial 45 days period, the replacement period shall be extended an additional 45 days from the date that replacement markers have been installed.
- C. If, at the end of the additional 45 day period, more than two percent of markers (initial installation and 45 day replacements combined) fail in adhesion, replace failed markers at CONTRACTOR'S expense.

END OF SECTION

## SECTION 02916

### MULCHING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Furnishing labor, equipment, and material needed to provide finished grass ground cover by the placing and spreading of mulching.

##### 1.02 RELATED SECTIONS

- A. Clearing and Grubbing - Division 2.
- B. Topsoil - Division 2.
- C. Earthwork - Division 2.
- D. Seeding and Supplements - Division 2.

##### 1.03 REFERENCES

- A. Standards - Federal Specifications (FS) 0-F-241C.
- B. Testing Agency - Independent testing laboratory.
- C. Requirements of Regulating Agencies - Comply with requirements of the State Department of Agriculture.
- D. Source Quality Control - Producer's tests for purity and germination of seed, dated within nine months of sowing.
- E. Cost of Testing - The testing is at expense of the CONTRACTOR.

##### 1.04 SUBMITTALS

- A. Test Report - Results of seed purity and germination tests.
- B. Certificates - Manufacturer's certification that materials meet specification requirements.

## 1.05 MEASUREMENT AND PAYMENT

- A. Payment for mulching shall be for areas of completed grass cover that have been accepted by the ENGINEER as field measured.
- B. Payment will be made at the unit price bid for mulching, which price and payment shall constitute full compensation for furnishing materials and performing work in connection therewith and incidental thereto.

## PART 2 PRODUCTS (Not Used)

## PART 3 EXECUTION

### 3.01 CONDITIONS

- A. Check that preceding work affecting ground surface is completed.
- B. Do not start work until conditions are satisfactory.

### 3.02 APPLICATION

- A. See seeding and soil supplements - Division 2.

END OF SECTION

## SECTION 02919

### TOPSOIL

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. The work covered by this section consists of furnishing labor, equipment, and material needed to provide finished grass ground cover by the placing and spreading of topsoil.

##### 1.02 RELATED SECTIONS

- A. Clearing and Grubbing - Division 2.
- B. Mulching - Division 2.
- C. Earthwork - Division 2.
- D. Seeding and Soil Supplements - Division 2.

##### 1.03 REFERENCES

- A. Standards - Federal Specifications (FS) 0-F-241C.
- B. Testing Agency - Independent testing laboratory.
- C. Requirements of Regulating Agencies - Comply with requirements of the State Department of Agriculture.
- D. Cost of Testing - The testing is at expense of the CONTRACTOR.

##### 1.04 SUBMITTALS

- A. Test Report - Results of seed purity and germination tests.
- B. Certificates - Manufacturer's certification that materials meet specification requirements.

##### 1.05 MEASUREMENT AND PAYMENT

- A. Payment will be made at the unit price bid for topsoil, which price and payment shall constitute full compensation for furnishing materials and performing work in connection therewith and incidental thereto.

## PART 2 PRODUCTS

### 2.01 WATER

- A. Free or matter harmful to plant growth.

### 2.02 TOPSOIL

- A. Material used for topsoil shall be material supplied by CONTRACTOR from off-site sources or from excavated pond bottom area if suitable for this use.
- B. Topsoil mixture shall be suitable for plant growth and free from hard clods, stiff clay, hardpan, gravel, brush, large roots, refuse or other deleterious material, and shall be of reasonably uniform quality.
- C. Rocks larger than 1 inch in diameter shall be removed.
- D. Organic content as determined in accordance with AASHTOT 194 shall be at least five percent (5%) and the pH shall be between 5.0 and 7.0.

## PART 3 EXECUTION

### 3.01 CONDITIONS

- A. Check that preceding work affecting ground surface is completed.
- B. Do not start work until conditions are satisfactory.

### 3.02 PREPARATION

- A. Stockpiled topsoil shall be spread to a thickness of two (2) inches over areas to be seeded.
  - 1. The resulting ground elevation shall be the proposed finished grade shown in the Drawing.
- B. Till fertilizer into top two (2) inches of soil at rate of 12-lbs/1000 sq. ft.
- C. Water dry topsoil to depth of five (5) inches at least forty eight (48) hours prior to seeding to obtain a loose friable seed bed.

END OF SECTION

## SECTION 02923

### SEEDING AND SOIL SUPPLEMENTS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Furnishing labor, equipment, and material needed to provide finished grass ground cover by the placing and spreading of seeding.

##### 1.02 RELATED SECTIONS

- A. Clearing and Grubbing - Division 2.
- B. Mulching - Division 2.
- C. Earthwork - Section 2.
- D. Top Soil - Division 2.

##### 1.03 REFERENCES

- A. Standards - Federal Specifications (FS) 0-F-241C.
- B. Testing Agency - Independent testing laboratory.
- C. Requirements of Regulating Agencies - Comply with requirements of the State Department of Agriculture.
- D. Source Quality Control - Producer's tests for purity and germination of seed, dated within nine months of sowing.
- E. Cost of Testing - The testing is at expense of the CONTRACTOR.
- F. Fertilizers - Mixed, Commercial.

##### 1.04 SUBMITTALS

- A. Test Report - Results of seed purity and germination tests.
- B. Certificates - Manufacturer's certification that materials meet specification requirements.

## 1.05 MEASUREMENT AND PAYMENT

- A. Payment for seeding shall be for areas of completed grass cover that have been accepted by the ENGINEER as field measured.
- B. Payment will be made at the unit price bid for seeding, which price and payment shall constitute full compensation for furnishing materials and performing work in connection therewith and incidental thereto.

## PART 2 PRODUCTS

### 2.01 SEED

- A. Species - Equal parts of Pensacola Bahia and Gulf improved rye.
- B. Clean, dry, new crop seed, dry remixed immediately prior to sowing.

### 2.02 WATER

- A. Free of matter harmful to plant growth.

### 2.03 SOIL STERILIZERS

- A. As recommended by State and Local Agricultural Agencies.

### 2.04 FERTILIZER

- A. FS O-F-241, Type 1, Grade A or B.
- B. The chemical designation shall be 12-8-8, with at least fifty percent (50%) of the nitrogen from a non-water soluble organic source.

## PART 3 EXECUTION

### 3.01 CONDITIONS

- A. Check that preceding work affecting ground surface is completed.
- B. Do not start work until conditions are satisfactory.
- C. Do not perform seeding when wind exceeds fifteen (15) mph.
- D. Seed during times acceptable to the ENGINEER.

### 3.02 PREPARATION

- A. Apply a soil sterilizer to topsoil per manufacturer's direction.
  - 1. Seeding shall not commence until after the proper time recommended by the manufacturer.
- B. Till fertilizer into top two (2) inches of soil at rate of 12-lbs/1000 sq. ft.
- C. Water dry topsoil to depth of five (5) inches at least forty eight (48) hours prior to seeding to obtain a loose friable seed bed.

### 3.03 APPLICATION

- A. Broadcast half of seed with mechanical seeder.
- B. Broadcast remaining half of seed at right angles to first seeding pattern, using same broadcast method.
- C. Apply seed at 10-lbs./1000 sq. ft.
- D. Cover seed to depth of one-eighth (1/8) inch by racking, harrowing, and cultivating.
- E. Roll seeded area with roller weighing maximum of 150 lbs./ft. of width.
  - 1. Make two (2) passes.
- F. Spread mulch uniformly to completely cover seeded area.
- G. Water seeded areas to depth of six (6) inches immediately after seeding/rolling operations.

### 3.04 PROTECTION

- A. Immediately after seeding, erect barricades and warning signs as necessary to protect seeded areas from foot and vehicular traffic until grass is established.

### 3.05 ESTABLISHMENT

- A. Watering
  - 1. Keep soil moist during seed germination period.
  - 2. Supplement rainfall to produce total of two (2) inches per week after germination.

- B. Reseed and mulch spots larger than one (1) sq. ft. not having uniform stand of grass.
- C. Establishment period to extend until acceptance by the OWNER.

### 3.06 CLEAN-UP

- A. Remove trash and excess materials from project site.
- B. Maintain paved areas in clean condition.
- C. Remove barriers and signs from project site at termination of establishment period.

### 3.07 FINAL INSPECTION AND ACCEPTANCE

- A. Request final inspection as the area is completed and grass is established.
- B. Reseed rejected grass area within two (2) weeks after the inspection or as otherwise directed by the ENGINEER.

END OF SECTION

## SECTION 02924

### SODDING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Repair lawns and grassed rights of way damaged or removed during the construction of the pump station.

##### 1.02 RELATED WORK

- A. Clearing and Grubbing - Division 2.
- B. Earthwork - Section 2.
- C. Top Soil - Division 2.

##### 1.03 REFERENCES

- A. Federal Specification (FS) 0-F-241q (1), Fertilizer Mixed, Commercial.
- B. Materials shall conform to the requirements established by the State Department of Agriculture.

##### 1.04 SUBMITTALS

- A. Growers Certification:
  - 1. Grass species.
  - 2. Compliance with State and Federal quarantine restrictions.
- B. Manufacturer's certification of fertilizer and herbicide composition and application rates.

##### 1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets.
- B. Protect roots from exposure to wind and sun.
- C. Protect sod against dehydration, contamination and heating during transportation and delivery.

- D. Do not deliver more sod than can be installed within twenty-four (24) hours.
- E. Keep stored sod moist and under shade or covered with moistened burlap.
  
- F. Do not stack sod more than two (2) feet deep.
  
- G. Do not tear, stretch, or drop sod.

1.07 WARRANTY

- A. Guarantee sod for period of three (3) months after date of substantial completion.
- B. Repair damage to other plants during sod replacement at no cost to the OWNER.

PART 2 PRODUCTS

2.01 MATERIALS

A. Sod

1. Grass Species is to be Stenotaphrum secundatum - St. Augustine "Floritam", or approved equal.
2. American Sod Producers Association (ASPA) Grade
  - a. Use nursery grown or approved equal sod.
3. Furnish sod in pads of the following dimensions:
  - a. Length: twenty-four (24) inches plus or minus five (5) percent
  - b. Width: sixteen (16) inches plus or minus five (5) percent
  - c. Thickness: 1-1/2 inches excluding top growth and thatch.
4. Grow sod in organic "muck" soil, with minimum 1-inch soil intact on roots.
5. Mow sod to a uniform height of 2- 1/2 inches, when harvested.
6. Thatch: Maximum 1/2-inches uncompressed.
7. Use diseases free sod: entomologist of the State Department of Agriculture must inspect for nematodes, pests, and pest larvae.
8. Weeds: Free of Bermuda grass, nut grass, and other objectionable plant and material.

9. Uniform in color, leaf texture and density.

B. WATER

1. Free of substances harmful to plant growth. Free from chemicals or minerals that stain or discolor.

C. FERTILIZER

1. Federal Specification (FS) O-F-241 c (1), Grade A or 8.
2. The chemical designation shall be 16-4-8, with at least fifty (50) percent of the nitrogen from a non-water-soluble organic source.

D. HERBICIDES

1. As approved by the State of Department of Agriculture.

E. TOPSOIL

1. Topsoil mixture shall be suitable for plant growth.
2. Topsoil mixture shall be free from hard clods, stiff clay, hardpan, gravel, brush, large roots, refuse, or other deleterious material and of reasonable uniform quality.
3. Maximum Soluble Salts: 550 ppm
4. Top soil mixture shall be free of weeds, plants, seeds, insects, and undesirable materials, before delivery to the site.
  - a. Sterilization of topsoil shall not affect viability of new plant growth in treated topsoil.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. Wet surface to a uniform depth of two (2) to three (3) inches or until upper surface is reasonable wet and compacted before installing sod.
- B. Roll soil with 100 lb. roller; make two (2) passes.

3.02 INSTALLATION

- A. Verify topsoil placement.

- B. Install sod species as specified herein.
- C. Locate trees and palms and paint a forty-eight (48) inch diameter circle on the soil around the trunk of each species planted in sodded areas.
  - 1. Do not install sod within painted circle.
- D. Begin sodding at bottom of slopes and install parallel to contours.
- E. Lay first row of sod in straight line with long dimension of pads parallel to slope contours; continue laying sod accordingly.
- F. Butt side and end joints flush and tight.
  - 1. Do not allow ends to curl or break.
- G. Stagger end joints in adjacent rows.
  - 1. Do not stretch or overlap sod.
- H. Peg sod on slopes with a ratio of 1:3 (rise:run) or greater using a minimum of two stakes per square yard, using six (6) inches minimum nursery grade bamboo stakes.
- I. Sod installed adjacent to planting beds should be a minimum distance from the first row of shrubs, equal half the spacing of the shrubs (Example: shrubs spaced eighteen (18) inches on center - sod should be nine (9) inches from center of shrub).
- J. Trim sod to provide clean edges for trees and planting beds; sod should follow planting beds to provide clean, smooth, and flowing lines.
- K. Water sod immediately after transplanting.
- L. Roll sod, except on pegged areas, with roller weighing not more than 100 lbs. per foot of roller width; make two (2) passes.
- M. Water sod and soil to depth of six (6) inches within four (4) hours after rolling.
- N. Cut a forty-eight (48) inch diameter, clean round saucer around each tree or palm planted in sodded areas to provide for mulch.
  - 1. Do not injure root ball or cut sprinkler or utility lines.

### 3.03 SOD ESTABLISHMENT

#### A. Watering:

1. Keep sod moist during first week after planting.
2. After first week, supplement rainfall to produce total of one (1) inch per day until sod has acclimated.

#### B. Weed Eradication: maintain grass in a weed free condition until OWNER acceptance.

#### C. Fertilizer: Apply fertilizer uniformly at manufacturer's recommended rate, two weeks after sod installation.

1. Fertilizer should be dispensed using lightweight spreaders.

#### D. Maintenance period to extend until acceptance of the OWNER.

### 3.04 CLEANING

#### A. Immediately clean spills from paved and finished surface areas.

#### B. Remove debris and excess materials from project site.

### 3.05 FINAL INSPECTIONS

#### A. Project final payment approval determines OWNER acceptance.

#### B. Replace rejected sod areas with acceptable sod within two weeks after the inspection.

END OF SECTION

## SECTION 02231

### CLEARING AND GRUBBING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Supply equipment, materials, and labor and performing functions required for clearing and grubbing the work site in preparation for the Construction.
- B. Clear and grubbing the area within the limits of construction as required, including utility easements.

##### 1.02 WORK SPECIFIED ELSEWHERE

- A. General Conditions
- B. General Requirements - Division 1
- C. Site Preparation - Division 2
- D. Earthwork - Division 2

##### 1.03 STANDARDS AND REGULATIONS

- A. Comply with regulations and ordinances of the State of Florida, County, and City regarding burning and disposal of debris resulting from the clearing and grubbing operation.

##### 1.04 SUBMITTALS

- A. Submit for approval, the location of sites to be used for disposal of debris resulting from the clearing and grubbing operation.

##### 1.05 MEASUREMENT AND PAYMENT

- A. Measurement and payment will be included in the lump sum prices bid for each Construction Work Section, as shown on the Bid Schedule, for which price and payment shall constitute full compensation for furnishing materials, equipment and performing work in connection therewith.

PART 3 EXECUTION

3.01 CONSTRUCTION

- A. The work of clearing and grubbing shall include the removal and satisfactory disposal of structures and of other obstructions, including underground obstructions, except for work, which might be specifically included for removal under other items of work.
- B. Deposits of muck, peat, bark, trash, or other debris occurring within the limits of clearing and grubbing or where directed by the ENGINEER shall be removed to their full depth and backfilled with native sand.
- C. Protect from injury property obstructions that are to remain in place, such as buildings, sewers, drains, water, or gas pipes, except for unusual cases when so directed by the ENGINEER.
- D. Areas of the right-of-way outside of the limits of construction may be shown in the Drawings or designated by the ENGINEER to be landscaped.
- E. Clearing and grubbing shall include removal of undesirable trees, stumps, undergrowth, and vegetation within the areas of work.
- F. Save natural growth and trees for landscaping as the ENGINEER directs.
- G. Standard clearing and grubbing shall consist of the complete removal and disposal of sidewalks, drives, trees, shrubs, walls, timber, brush, stumps, roots, grass, weeds, sawdust, rubbish, and other obstructions resting on or protruding through the surface of the existing ground and the excavated areas.
- H. Remove stumps, roots, and other debris from excavation for construction of roadway embankment, roadway base, or building pads, to a depth of at least one (1) foot below the ground surface.
- I. Plow the surface to a depth of not less than six (6) inches and remove stumps and roots thereby exposed to a depth of at least one (1) foot.
- J. Remove stumps and roots protruding through or appearing on the sides and surface of the completed excavation to a depth of at least one (1) foot.

### 3.02 DISPOSAL OF MATERIALS

- A. Timber, stumps, brush, roots, rubbish and other objectionable material resulting from clearing and grubbing shall be disposed of by the CONTRACTOR in locations and by methods approved by the ENGINEER.
- B. Burning shall be subject to applicable laws, ordinances, and regulations and shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed.
  - 1. Obtain necessary permits for on-site burning.
- C. Where burning is prohibited by law, ordinance, or regulation, dispose of the materials within approved areas or hauled to the county landfill in accordance with local laws and regulations.
- D. Applicable landfill or dumping fees will be paid by the CONTRACTOR.

END OF SECTION

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

**BIDDER:** WEEKLEY ASPHALT PAVING, INC

**BID AND PROPOSAL FORM**

**TOWN OF SOUTHWEST RANCHES SW 190<sup>TH</sup> AVENUE IMPROVEMENTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization & Demobilization	1	LS	\$ <u>6,510.00</u>	\$ <u>6,510.00</u>
2	Maintenance of Traffic	1	LS	\$ <u>10,320.00</u>	\$ <u>10,320.00</u>
3	Survey Stakeout and As-Builts	1	LS	\$ <u>4,156.00</u>	\$ <u>4,156.00</u>
4	Erosion Control/SWPPP with Permit fees	1	LS	\$ <u>3,994.00</u>	\$ <u>3,994.00</u>
5	Density Testing	1	LS	\$ <u>2,895.00</u>	\$ <u>2,895.00</u>
6	Pre-Construction Video	1	LS	\$ <u>750.00</u>	\$ <u>750.00</u>
7	Clearing & Grubbing	0.3	Ac	\$ <u>19,417.00</u>	\$ <u>5,825.10</u>
8	Mill Existing Asphalt (1.0")	250	SY	\$ <u>5.00</u>	\$ <u>1,250.00</u>
9	SP Asphalt (Traffic A) (1") (Replace Patch/Milled Areas)	4	TN	\$ <u>150.00</u>	\$ <u>600.00</u>
10	SP Asphalt Concrete (Traffic A) (SP 12.5) (1.5") New Construction	45	TN	\$ <u>100.00</u>	\$ <u>4,500.00</u>
11	SP Asphalt Concrete (Traffic A) (SP 12.5) (VARIES - 1.5"Min) OVERLAY	395	TN	\$ <u>100.00</u>	\$ <u>39,500.00</u>
12	8" Limerock Base	600	SY	\$ <u>19.00</u>	\$ <u>11,400.00</u>
13	12 " Stabilized Subgrade	600	SY	\$ <u>5.00</u>	\$ <u>3,000.00</u>
14	Swale Excavation, Regrading, Restoration & Sod	3500	SY	\$ <u>7.40</u>	\$ <u>25,900.00</u>
15	Furnish & Install Guardrail	344 <del>170</del>	LF	\$ <u>29.50</u>	\$ <u>10,148.00</u>
16	TYPE 11 End Anchorage Assembly	5 <del>X</del>	EA	\$ <u>900.00</u>	\$ <u>4,500.00</u>

16A END ANCHORAGE PARALLEL 3 EA 1,970.00 5,910.00

TOWN OF SOUTHWEST RANCHES, FLORIDA  
 SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
 IFB No. 16-006

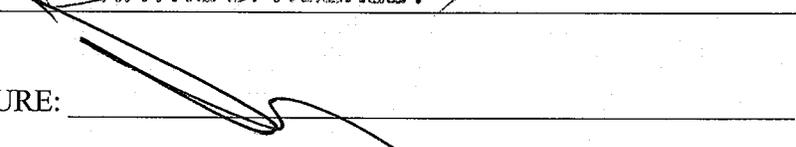
17	Adjust Existing FPL Manholes	2	EA	\$ <u>600.00</u>	\$ <u>1,200.00</u>
18	6" White (Thermo.)	2150	LF	\$ <u>1.50</u>	\$ <u>3,225.00</u>
19	6" Yellow - [DBL] (Thermo)	250	LF	\$ <u>2.75</u>	\$ <u>687.50</u>
20	6" Yellow 10/30 Skip (Thermo.)	290	LF	\$ <u>1.50</u>	\$ <u>435.00</u>
21	Reflective Pavement Markers, Y/Y	30	EA	\$ <u>5.50</u>	\$ <u>165.00</u>
22	24" White Stop Bar (Thermo.)	85	LF	\$ <u>4.50</u>	\$ <u>382.50</u>
23	Single Post Sign, F&I Less Than 12 SF	6	EA	\$ <u>350.00</u>	\$ <u>2,100.00</u>
24	Single Post Sign, Remove	10	EA	\$ <u>30.00</u>	\$ <u>300.00</u>
25	Concrete Barrier Removal	6	EA	\$ <u>300.00</u>	\$ <u>1,800.00</u>

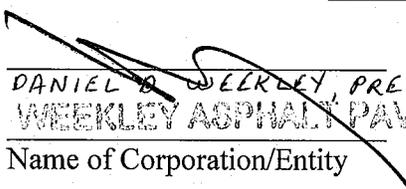
BID TOTAL

\$151,453.10

WRITTEN TOTAL ONE HUNDRED FIFTY ONE THOUSAND FOUR HUNDRED FIFTY THREE DOLLARS AND TEN CENTS

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

NAME: WEEKLEY ASPHALT PAVING, INC  
ADDRESS: 20701 STIRLING RD, PEMBROKE PINES, FL 33332  
FEIN: 59-0753039  
LICENSE NUMBER: 78-581 STATE OR COUNTY: BROWARD CO.  
LICENSE TYPE: CERTIFICATE OF COMPETENCY, 3A MAJOR ROADS  
(Attach copy of license)  
LICENSE LIMITATIONS, IF ANY: NONE  
(Attach a separate sheet, if necessary)  
LICENSEE SIGNATURE:   
LICENSEE NAME: WAYNE D. WEEKLEY  
BIDDER'S SIGNATURE:   
BIDDER'S NAME: DANIEL D. WEEKLEY, PRESIDENT  
BIDDER'S ADDRESS: 20701 STIRLING RD, PEMBROKE PINES, FL 33332  
BIDDER'S PHONE NUMBER: Office: 954-680-8005 Cell: 954-444-1054  
BIDDER'S EMAIL ADDRESS: weekleyasp@aol.com

By:   
DANIEL D. WEEKLEY, PRESIDENT  
WEEKLEY ASPHALT PAVING, INC  
Name of Corporation/Entity

20701 STIRLING RD, PEMBROKE PINES, FL 33332  
Address of Corporation/Entity

Signature of President or Authorized Principal

By: DANIEL D. WEEKLEY  
Title: PRESIDENT

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

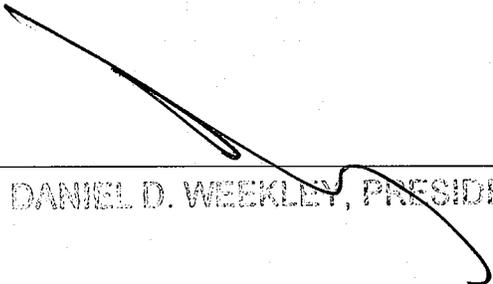
**DRUG FREE WORKPLACE**

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

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

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

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

  
DANIEL D. WEEKLEY, PRESIDENT

**BIDDER:** WEEKLEY ASPHALT PAVING, INC

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)**

**FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to TOWN OF SOUTHWEST RANCHES

by DANIEL D. WEEKLEY, PRESIDENT

for WEEKLEY ASPHALT PAVING, INC

whose business address is 20701 STIRLING RD

PEMBROKE PINES FL 33332

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

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

BIDDER: WEEKLEY ASPHALT PAVING, INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

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

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

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

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

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

**[Signatures on next page]**

BIDDER: WEEKLEY ASPHALT PAVING, INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

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

DANIEL O. WEEKLEY  
(Printed Name)

PRESIDENT  
(Title)

Sworn to and subscribed before me this 8<sup>TH</sup> day of JULY, 2016

Personally known X

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

Notary Public - State of FLORIDA

June J Stone  
Notary Signature

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



JUNE J. STONE  
MY COMMISSION # FF 054586  
EXPIRES: December 8, 2017  
Bonded thru Budget Notary Services

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

BIDDER: WEEKLEY ASPHALT PAVING, INC



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

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

DANIEL D. WEEKLEY  
(Printed Name)

PRESIDENT  
(Title)

Sworn to and subscribed before me this 8<sup>TH</sup> day of JULY, 2016,

Personally known X

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

Notary Public - State of FLORIDA

June J. Stone  
(Notary Signature)



JUNE J. STONE  
MY COMMISSION # FF 054586  
EXPIRES: December 8, 2017  
Bonded Thru Budget Notary Services

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

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

BIDDER: WEEKLEY ASPHALT PAVING, INC





TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

**BIDDER CONFIRMATION OF QUALIFICATIONS**

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

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

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

Bidder: WEEKLEY ASPHALT PAVING, INC

Bidder's Name: DANIEL D. WEEKLEY, PRESIDENT

Bidder's Address: 20701 STIRLING RD  
PEMBROKE PINES, FL 33332

Bidder's Phone Number: 954-680-8005

Bidder's Email: weekleyasp@aol.com

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

BROWARD CO.  
78-581  
\_\_\_\_\_

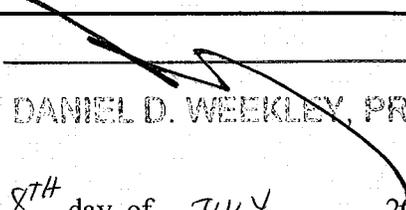
**[Signatures on next page]**

BIDDER: WEEKLEY ASPHALT PAVING, INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

State of Florida

County of BROWARD

  
DANIEL D. WEEKLEY, PRESIDENT

The foregoing instrument was acknowledged before me this 8<sup>TH</sup> day of JULY, 2016 by DANIEL D. WEEKLEY of WEEKLEY ASPHALT PAVING INC. (Bidder), who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of BROWARD County, Florida

  
Notary Signature



JUNE J. STONE  
MY COMMISSION # FF 054586  
EXPIRES: December 8, 2017  
Bonded Thru Budget Notary Services

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

**BIDDER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: SEE ATTACHMENT #2  
Contract Amount: \_\_\_\_\_  
Contract Date: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Tel. No.: \_\_\_\_\_

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

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

BIDDER: WEEKLEY ASPHALT PAVING, INC



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

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**ACKNOWLEDGEMENT OF ADDENDA**

Bidder shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1     *W*    

Addendum No.2     *W*    

Addendum No.3     *W*    

Addendum No.4                     

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

BIDDER:     WEEKLEY ASPHALT PAVING, INC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 190<sup>TH</sup> AVENUE EXTENSION  
IFB No. 16-006

**LIABILITY CLAIMS**

Please list the following information for **all** claims against Bidder in the last ten (10) years) including those involving Bidder's liability coverage:

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

**\*\* Refer to page 12 of the IFB for further details and requirements**

BIDDER: WEEKLEY ASPHALT PAVING, INC





# weekley asphalt paving, inc.

20701 STIRLING ROAD • PEMBROKE PINES, FL 33332

## REFERENCES

Target Engineering  
**Jennifer Olson, Sr. Vice President**  
359 Alcazar Ave.  
Coral Gables, FL 33134  
Phone: 954-868-3123  
Fax: 305-446-2340  
e-mail: jolson@targetengineering.com

Florida Department of Transportation  
**Pete Nissen, PE, Construction Engineer**  
Turnpike Operations Center  
Pompano Service Plaza  
Mile Post 65, Florida Turnpike  
Pompano Beach, FL 33069  
Phone: 954-934-1113  
Fax: 954-934-1359  
e-mail: pete.nissen@dot.state.fl.us

Bergeron Land Development  
**Ron Bergeron, President**  
19612 S.W. 69 Place  
Fort Lauderdale, FL 33332  
Phone: 954-680-6100  
Fax: 954-680-3976  
e-mail: tina.garcia@bergeroninc.com

CIMA  
**James Jeffers, P.E.**  
4101 Ravenswood Rd., Suite 113  
Ft. Lauderdale, FL 33312  
Phone: 954-581-1881  
Fax: 954-769-1769  
e-mail: jamesjeffers@cimaemail.com

Florida Department of Transportation  
District No. 6  
**Mario Cabrera, District Construction Engineer**  
1000 N.W. 111<sup>th</sup> Avenue  
Miami, FL 33172  
Phone: 305-640-7445  
Fax: 305-499-2351  
mario.cabrera@dot.state.fl.us



# **weekley asphalt paving, inc.**

20701 STIRLING ROAD • PEMBROKE PINES, FL 33332

## **REFERENCES**

City of Oakland Park  
**Art Saey, Public Works Director**  
5100 NE 12 Terrace  
Oakland Park, FL 33334  
Phone: 954-630-4433  
Fax: 954-630-4404  
e-mail: arthurs@oaklandparkfl.org

City of Pembroke Pines  
**Karl Kennedy, Acting City Engineer**  
13975 Pembroke Road  
Pembroke Pines, FL 33027  
Phone: 954-435-6511  
Fax: 954-435-6755  
e-mail: kkennedy@ppines.com

City of Plantation  
**Brett Butler, City Engineer**  
401 N.W. 70<sup>th</sup> Terr.  
Plantation, FL 33317  
Phone: 954-797-2282  
Fax: 954-797-2761  
e-mail: bbutler@plantation.org

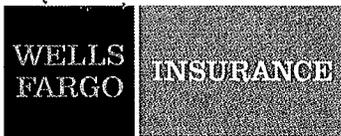
City of Margate  
**Sam May, Public Works Director**  
102 Rock Island Road  
Margate, FL 33063  
Phone: 954-972-8126  
Fax: 954-972-7586  
e-mail: smay@margatefl.com

City of Boca Raton  
**Michael Dyko, Chief Inspector**  
201 Palmetto Park Road  
Boca Raton, FL 33432  
Phone: 561-239-0389  
Fax: 561-416-3418  
e-mail: mdyko@myboca.us

PROJECT REFERENCES/INFORMATION

ATTACHMENT #2

OWNER/OWNER'S REP	CONTACT PERSON	PHONE # E-MAIL	PROJECT DESCRIPTION	COMPLETED
SEMINOLE TRIBE OF FLORIDA	FABIAN LEFLER, TRANSPORTATION SENIOR CIVIL ENGINEER	954-894-1060 <a href="mailto:FabianLefler@semtreebe.com">FabianLefler@semtreebe.com</a>	RECONSTRUCTION OF BIA ROUTE 1281, SEGMENT 3A & 3B, SNAKE ROAD (JOSIE BILLIE HIGHWAY) PCAS CTS53T02187, FIN #415186-35201 CONTRACT NO. S5342 \$11,877,914.00	FEBRUARY, 2013 THRU APRIL, 2015
CITY OF LAUDERHILL	INDAR MAHARAJ, CAPITAL PROJECTS MANAGER	954-730-4225 <a href="mailto:indarmaharaj@lauderhill-fl.gov">indarmaharaj@lauderhill-fl.gov</a>	SR-7 / UUS-441 ROADWAY LIGHTING & NW 11TH PL PEDESTRIAN LIGHTING IMPROVEMENTS INLET MODIFICATION, LIGHTING, LIMEROCK BASE, ASPHALT, STAMPED CONCRETE \$849,834.00	APRIL, 2013 THRU AUGUST, 2013
FLORIDA DEPARTMENT OF TRANSPORTATION	ROLAND RODRIGUEZ, MIAMI-DADE CEI RESIDENCY CONSULTANT	305-640-7185 <a href="mailto:rrodriguez@pinnaclecei.com">rrodriguez@pinnaclecei.com</a>	SR-A1A (COLLINS AVE) & SR-922 FROM 9700 BLOCK TO BAKERS HAULOVER BRIDGE MILLING, RESURFACING, SIGNALIZATION, & DRAINAGE IMPROVEMENTS \$1,574,706.00	AUGUST, 2013 THRU MARCH, 2014
FLORIDA DEPARTMENT OF TRANSPORTATION	KORY KNEPPER, PROJECT ADMINISTRATOR	954-658-0919 <a href="mailto:Kory.Knepper@dot.state.fl.us">Kory.Knepper@dot.state.fl.us</a>	SR-811 (DIXIE HWY) AT MCNAB ROAD & 3RD ST INTERSECTION ROADWAY WIDENING, HANDICAP RAMPS, SIGNALIZATION \$618,856.00	SEPTEMBER, 2013 THRU DECEMBER, 2013
CITY OF PLANTATION	JUAN JOSE FIGUEROA, PROJECT MANAGER	954-797-2283 <a href="mailto:jfigueroa@plantation.org">jfigueroa@plantation.org</a>	84TH AVENUE GREENWAY IMPROVEMENTS ASPHALT & CONCRETE, LIMEROCK, STABILIZATION, EARTHWORK, CURBING, PAVERS & DRAINAGE \$3,735,589.00	MARCH, 2012 THRU OCTOBER, 2013
CITY OF PEMBROKE PINES	KARL KENNEDY, CITY ENGINEER	954-829-4507 <a href="mailto:kkennedy@ppines.com">kkennedy@ppines.com</a>	TAFT FROM DOUGLAS TO UNIVERSITY DESIGN BUILD CONCRETE, PAVERS, GUARDRAIL, IRRIGATION, LANDSCAPING, SIGNALIZATION, PAVING, STRIPING, SIGNAGE \$1,290,369.62	MARCH, 2015 THRU FEBRUARY, 2016
CITY OF HOLLYWOOD	CLARISSA IP ENGINEERING SUPPORT SERVICES MANAGER	954-921-3915 <a href="mailto:cip@hollywoodfl.org">cip@hollywoodfl.org</a>	CITY-WIDE STREET RESURFACING 2015 MILLING, RESURFACING, PAVEMENT MARKINGS \$1,776,222.00	May 1, 2015 THRU OCTOBER, 2015



**Wells Fargo Insurance**  
2601 S. Bayshore Dr. 16th Floor  
Coconut Grove, FL 33133

[wellsfargo.com/wfis](http://wellsfargo.com/wfis)

ATTACHMENT #3

June 22, 2016

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

Re: Weekley Asphalt Paving, Inc.  
IFB No. 16-006

To whom it may concern:

Enclosed please find loss runs requested on behalf of our insured.

If any additional information is required please advise.

Respectfully,

  
Francys Tolon  
Account Executive

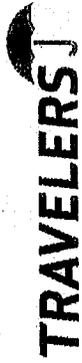
Together we'll go far



**WEEKLEY ASPHALT PAVING INC**

Account Number(s): 000046260

General Liability Loss Runs



**Detail Loss Report**

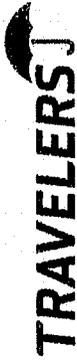
Losses From: 03/01/2007 To 03/01/2011

Claimant	Adj Off	FP	Claim Number	Accident Date	Notice Date	Close Date	O/C	Total	Claim	Medical	Expense
<p>Policy Year: 2007</p> <p>JAT&amp;T 511 LR CDP0022 01/24/2008 03/23/2009 04/07/2009</p> <p>INSURED WAS DIGGING AT WORK SITE, TRENCHING WITH BACKHOE AND SEVERED AN AT&amp;T TELEPHONE LINE. IT WAS AN UNLOCATED LINE.</p>											
CASELLA DOLORES M	511	LR	BSY6187	10/16/2007	11/07/2007	02/18/2014	C	\$22,361.00	\$2,500.00	\$0.00	\$19,861.00
<p>INSD WAS PAVING THE RD, CLMT WAS CROSSING THE RD, TRIPPED ON PAVEMENT AND FELL.</p>											
COMCAST	511	LR	BSY4361	03/10/2007	05/17/2007	07/15/2008	C	\$0.00	\$0.00	\$0.00	\$0.00
<p>CLAIMANT(COMCAST) CLAIMS INSURED BROKE A CABLE ON JOB SITE</p>											
DELHOMME WENDELLE	511	LR	BSY8665	08/04/2007	09/09/2008	01/12/2012	C	\$21.00	\$0.00	\$0.00	\$21.00
<p>CLAIMANT WAS PULLING OUT OF A PARKING LOT ONTO SR 84 AND STRUCK ANOTHER VEHICLE TRAVELING ON SR 84. CLAIMANT ALLEGES HE COULD NOT SEE TO HIS LEFT BECAUSE OF A SIGN THAT WAS PUT IN PLACE AT JOB SITE BY INSURED</p>											
GARSSON BARRY	511	LR	BSY7021	07/29/2007	02/28/2008	05/20/2010	C	\$266,733.40	\$217,000.00	\$0.00	\$49,733.40
<p>CLMT WAS RIDING BICYCLE AND WAS INJURED ON THE INSD'S JOB SITE</p>											
MCMAULEY KERRY	511	LR	CDP0201	01/11/2008	05/07/2009	10/07/2009	C	\$836.00	\$0.00	\$0.00	\$836.00
<p>CLAIMANT ALLEGES DUE TO CONSTRUCTION WORK THAT WAS DONE ON THE ROAD AND SIDEWALK THERE IS DAMAGES TO THE TENNIS COURT CEMENT WALLS AND WINDOWS TO THE HOME</p>											
MOORE THOMAS	511	LR	CDP0384	03/17/2007	06/29/2009	10/20/2009	C	\$6,700.00	\$6,700.00	\$0.00	\$0.00
<p>ATTY LETTER STATES THAT THOMAS MOORE WAS INJURED AS A RESULT OF TRIP/FALL OVER MISSING PAVERS.</p>											
SCOTT HERTA	511	LR	BSY4812	06/26/2007	06/26/2007	02/13/2008	C	\$6,176.00	\$6,176.00	\$0.00	\$0.00
<p>CLMT VEH. WAS STOPPED AT STOPLIGHT, AND INSD. ROLLER DROVE THROUGH BA</p>											
WINSLOW MICHAEL	511	LR	CDP3964	02/06/2008	06/19/2012	03/13/2014	C	\$17,615.61	\$7,500.00	\$0.00	\$10,115.61
<p>CLMT RIDING THEIR BICYCLE, SLID ON SOMETHING ON THE SURFACE OF THE ROAD &amp; FELL OFF THE BICYCLE. INJURIES UNK.</p>											

**WEEKLEY ASPHALT PAVING INC**

Account Number(s): 000046260

General Liability Loss Runs



**Detail Loss Report**

Losses From: 03/01/2007 To 03/01/2011

Claimant	Adj Off	FP	Claim Number	Accident Date	Notice Date	Close Date	O/C	Total	Claim	Medical	Expense
Policy Year: 2007 Subtotals for Policy Year : 2007 Total Claim Count: 9											
								Inc: \$320,443.00	\$239,876.00	\$0.00	\$80,567.00
								Pd: \$320,443.12	\$239,876.11	\$0.00	\$80,567.01
								O/S: \$0.00	\$0.00	\$0.00	\$0.00

**WEEKLEY ASPHALT PAVING INC**  
 Account Number(s): 000046260  
 General Liability Loss Runs



**Detail Loss Report**

Losses From: 03/01/2007 To 03/01/2011

Policy Year: 2008	Claimant	Adj Off	FP	Claim Number	Accident Date	Notice Date	Close Date	O/C	Total	Claim	Medical	Expense
GONZALEZ JUAN Z	511	LR	CDP0898	02/27/2009	11/18/2009	06/15/2010		C	\$0.00	\$0.00	\$0.00	\$0.00
CLMT WAS WALKING DOWN SIDEWALK AND TRIPPED OVER CONCRETE BASE ON SIDE OF SIDEWALK... INSD REC'D LETTER FROM CLMT ATTORNEY... NO DETAILS OF CLMT INJ.												
LOWELL PETER	511	LR	B5Y7329	03/29/2008	04/07/2008	05/22/2008		C	\$4,832.00	\$4,832.00	\$0.00	\$0.00
CLMT MOUNTED CORNER OF CURB WITH HIS BOAT TRAILER WHILE MAKING A RIGHT TURN CAUSING TIRE TO BLOW OUT AND BENT AXLE												
MATHEWS MICHAEL	511	LR	CDP0775	07/03/2008	10/14/2009	01/29/2013		C	\$269,273.00	\$131,250.00	\$0.00	\$138,023.00
INSD WAS WORKING ON ROAD, VEH#3 TURNED LEFT IN FRONT OF CLMT RIDING HIS MOTORCYCLE												
METZ SHELLY	511	LR	B5Y8592	08/12/2008	08/29/2008	06/25/2009		C	\$5,021.00	\$0.00	\$5,000.00	\$21.00
CLMT ALLEGES SHE FELL OFF BICYCLE IN CROSSWALK IN INSD WORKZONE.												
SCHUFTAN GIDEON	511	LR	B5Y9987	09/19/2008	10/14/2008	01/25/2010		C	\$171,380.00	\$165,000.00	\$0.00	\$6,380.00
CLMT WAS RIDING BICYCLE THROUGH A WORK ZONE AND HE RAN OFF AN UNFINISHED SHOULDER OF THE ROAD CAUSING A FRACTURED PELVIS.												
SCOVILLE MARVIN B	511	LR	CDP1918	01/24/2009	10/01/2010	10/20/2011		C	\$66,401.00	\$50,000.00	\$0.00	\$16,401.00
CLAIMANT ALLEGES HE WAS WALKING DOWN A SIDEWALK WHEN HE TRIPPED AND FELL OVER A CORD SUPPORTING A NEW TREE ... CLAIMING INJURIES												
TORRES GILBERTO	511	LR	B5Y7704	09/27/2008	05/22/2008	01/18/2012		C	\$25,910.00	\$0.00	\$0.00	\$25,910.00
ATTY ALLEGES PLAINTIFF WAS CROSSING HWY ON A BICYCLE AND WAS STRUCK BY A VEH. OCCURRED IN INSD'S WORK ZONE.												
<b>Subtotals for Policy Year : 2008</b>									\$542,817.00	\$351,082.00	\$5,000.00	\$186,735.00
<b>Total Claim Count: 7</b>									\$542,817.52	\$351,082.00	\$5,000.00	\$186,735.52
									\$0.00	\$0.00	\$0.00	\$0.00

**WEEKLEY ASPHALT PAVING INC**  
 Account Number(s): 000046260  
 General Liability Loss Runs



**Detail Loss Report**

Losses From: 03/01/2007 To 03/01/2011

Policy Year	Claimant	Adj Off	FP	Claim Number	Accident Date	Notice Date	Close Date	O/C	Total	Claim	Medical	Expense
2009	GIMBLET MARY	511	LR	CDP5279	11/14/2009	12/03/2013	08/26/2014	C	\$774.00	\$0.00	\$0.00	\$774.00
	CLMT ADVISES INSD THAT SHE TRIPPED ON A SIDEWALK - LETTER FROM ATTY											
	GUTIERREC LUIS P	511	LR	CDP1769	02/02/2010	08/24/2010	03/09/2011	C	\$0.00	\$0.00	\$0.00	\$0.00
	CLMT ALLEGES THAT HE RAN OVER A DROP OFF AREA THAT WAS AT THE END DRIVE WAY AND DAMAGE UNDERNEATH OF HIS CAR.											
	INFANTAS PAOLA	511	LR	CDP3708	06/28/2009	03/07/2012	03/13/2013	C	\$43,572.00	\$37,500.00	\$0.00	\$6,072.00
	FATALITY ON I-95. INSD WAS A SUBCONTRACTOR ON THIS JOB. ATTYN IS GOING AFTER ALL PARTIES DIRECTLY WITH THIS JOB											
	TELLEZ JOHNIE R	511	LR	CDP1542	11/02/2009	06/21/2010	03/13/2014	C	\$35,866.00	\$12,500.00	\$0.00	\$23,366.00
	CLMT RIDING BICYCLE, STRUCK UNEVEN PAVEMENT CAUSING CLMNT TO FALL FROM BIKE.											
<b>Subtotals for Policy Year : 2009</b>									\$80,212.00	\$50,000.00	\$0.00	\$30,212.00
<b>Total Claim Count: 4</b>									\$80,211.02	\$50,000.00	\$0.00	\$30,211.02
									\$0.00	\$0.00	\$0.00	\$0.00

**WEEKLEY ASPHALT PAVING INC**  
 Account Number(s): 000046260  
 General Liability Loss Runs



**Detail Loss Report**

Losses From: 03/01/2007 To 03/01/2011

Claimant	Adj Off	FP	Claim Number	Accident Date	Notice Date	Close Date	O/C	Total	Claim	Medical	Expense
<b>Policy Year: 2010</b>											
ACIERNO MICHAEL J	511	LR	CDP1520	03/03/2010	06/15/2010	01/20/2011	C	\$4,638.00	\$0.00	\$0.00	\$4,638.00
ALLEGED INCIDENT - STATED THIS VEHICLE RAN OVER AN ORANGE CONE, AND CAUSED DAMAGE TO THIS VEHICLE..											
Perez Rafael	511	LR	CDP1324	04/06/2010	04/08/2010	01/17/2011	C	\$12,255.00	\$12,247.00	\$0.00	\$8.00
LOADER CROSSING ROAD IN WORK ZONE, TRAFFIC WAS STOPPED, OV ACCELERATED AND RAN INTO FRONT END SIDE LOADER											
SHELLEY ARTHUR	511	LR	CDP2322	07/15/2010	02/01/2011	12/03/2015	C	\$290,804.00	\$200,000.00	\$0.00	\$90,804.00
A PERSON ON A BIKE ON BIKE PATH WAS FORCED OUT OF BIKE PATH DUE TO VALET PAKING AND CLAIMANT WENT INTO ROADWAY AND FELL											
VELAZQUEZ ARLENE E	511	LR	EQS6612	11/03/2010	10/06/2011	10/21/2011	C	\$0.00	\$0.00	\$0.00	\$0.00
CLMT ALLEGES THAT SHE DROVE HER VEHICLE OVER AN OPEN MANHOLE COVER CAUSING DAMAGE TO THE BOTTOM OF HER CAR.											
WEST CHARLES E	511	LR	CDP2113	11/11/2010	11/15/2010	06/19/2012	C	\$105.00	\$0.00	\$0.00	\$105.00
IV WAS STOPPED IN WORK ZONE, OV DROVE INTO REAR OF STOPPED IV. FATALITY.											
<b>Subtotals for Policy Year : 2010</b>								\$307,802.00	\$212,247.00	\$0.00	\$95,555.00
<b>Total Claim Count: 5</b>								\$307,801.04	\$212,246.51	\$0.00	\$95,554.53
								\$0.00	\$0.00	\$0.00	\$0.00



Weekley Asphalt Paving, Inc.

Loss Run - All

Run Date		06/14/2016						Report Data as of		06/13/2016				
Date of Loss Period		3/1/2011 - 3/1/2013												
Policy		GLO4756000												
Effective - Expiration		03/01/2011 - 03/01/2012												
Claim Number	Claimant	Date Of Loss	Claim Status	Date Closed	Description Of Loss	Paid Ind BI/Med	Paid Ind PD/LT	Paid Exp	Rsrv Ind BI/Med	Rsrv Ind PD/LT	Rsrv Exp	Recovery	Incurred	
9510064791	ROCHESTER MICHAEL	03/04/2011	Closed	06/30/2011	GL/MICHAEL ROCHESTER ALLEGES AUTO DAMAGE - INSURED RECEIVED ATTACH LETTER WITH REGARDS TO A JOB OF WORK THAT DONE BY THE INSURED. NO PHOTO WAS ATTACH TO THIS LETTER. PLEASE CONTACT RAY ROBERTS AT WEEKLEY . THANK YOU.	\$0.00	\$921.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$921.20	
9510067302	Cernuda Robert	06/25/2011	Closed	07/22/2015	Claimant attorney alleges the clmt sustained injuries arising from a bicycle accident that occurred within the insured's work zone.	\$22,500.00	\$0.00	\$5,645.38	\$0.00	\$0.00	\$0.00	\$0.00	\$28,145.38	
9510067464	Calvin Giordano .	09/06/2011	Closed	09/14/2011	Insured Bobcat hit parked OV.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9510068546	Rothfield Robert E Dr.	09/17/2011	Closed	06/29/2012	Bicyclist ran over broken asphalt pieces in the road causing him to lose control and wreck causing concussion, fractured shoulder and	\$55,000.00	\$0.00	\$620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,620.00	

9510069199	Mendez Richard	10/13/2011	Closed	03/09/2013	7 broken ribs. Clmt alleges that tar got on his convertible top, alleges insd splattered his car while it was parked in his driveway.	\$0.00	\$500.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$580.00
9510071745	Allen Reaco J	02/01/2012	Closed	07/03/2012	Claimant was standing on the back of paving machine it is alleged there was a malfunction in swith that caused the gate to come in and catch his fool.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9510071889	Lohmar Jr. F Carl	11/13/2011	Closed	11/18/2013	Gentleman walking down the street tripped and fell on debris in the street	\$0.00	\$9,900.00	\$1,563.44	\$0.00	\$0.00	\$0.00	\$0.00	\$11,463.44
9510071890	Malln Shirley	09/20/2011	Closed	02/07/2015	Lady walking down the street tripped and fell on debris in the street	\$0.00	\$0.00	\$614.17	\$0.00	\$0.00	\$0.00	\$0.00	\$614.17
9510099285	Blash Belinda	08/14/2011	Closed	03/31/2015	Case No: 15-002496 CA 01 GL/Cimt. Belinda Blash -Suit papers insured David D. Weekley served - Clmt. alleges she was roller while roller blading tripped & fell due to uneven sidewalk and meter. Clmt. Sustained serlous BI as a result of the incident	\$0.00	\$0.00	\$1,096.70	\$0.00	\$0.00	\$0.00	\$0.00	\$1,096.70
<b>Policy GLO4756000 03/01/2011 - 03/01/2012 Totals</b>													
Claim Count: 9						\$77,500.00	\$11,321.20	\$9,619.69	\$0.00	\$0.00	\$0.00	\$0.00	\$98,440.89



Weekley Asphalt Paving, Inc.

Loss Run - All

Run Date		06/14/2016						Report Data as of		06/13/2016			
Date of Loss Period		3/1/2011 - 3/1/2013											
Policy		GLO4756000											
Effective - Expiration		03/01/2012 - 03/01/2013											
Claim Number	Claimant	Date Of Loss	Claim Status	Date Closed	Description Of Loss	Paid Ind BI/Med	Paid Ind PD/LT	Paid Exp	Rsrv Ind BI/Med	Rsrv Ind PD/LT	Rsrv Exp	Recovery	Incurred
9510073910	Silverman Kristyn	05/25/2012	Closed	06/25/2012	Allegedly crossing street in a work zone and tripped, stepping off curb and sprained left ankle on left side.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9510085863	Zvi Gad B	03/23/2012	Open	00/00/0000	Claimant was riding a bicycle N/B on the sidewalk at the 19600 Block of West Country Drive when he allegedly encountered a missing section within an active construction area for the City of Aventura.	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$5,000.00	\$0.00	\$7,500.00
<b>Policy GLO4756000 03/01/2012 - 03/01/2013 Totals</b>						\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$5,000.00	\$0.00	\$7,500.00
Claim Count: 2						\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$5,000.00	\$0.00	\$7,500.00

Claim Detail (Policy)	Client Name	Policy Number	Policy Dates	Client Number	Claim Description	Current Status	Accident Date	Closed Date	Client Name	Total Reported	Net Paid	Remaining Reserves	Team Paid	Total Date Open
Client: 01250 - ARCHWAY INSURANCE CO, LTD. CAPITVE RESOURCES, LLC As Of Date: 2/26/2016 Accident Date: Jan 1, 1990 (First Record thru Yesterday) Current Claim Status: Open, Details of Claim Status: Open, Closed Run Total Claims Including Run In Loss Program/Claim Period: All D/C/F														
01 General Liability Coverages	ZUBENOC188	2013-03-01 - 2014-03-01	01250-03560-00-01		THEY FRONT STRUCK THE TIPS OF THE CVT, THERE WAS DAMAGE TO THE CVT AND INJURIES.	C	1/6/14	1/6/14	KHAN, GAZALA	\$	\$	\$	\$	2/16
01 General Liability Coverages	ZUBENOC188	2013-03-01 - 2014-03-01	01250-03560-00-01		WHILE CLAIMANT WAS RIDING HIS BICYCLE, HE RAN INTO THE END OF THE SIDEWALK OF THE ROAD AND FELL. HE WAS INJURED TO HIS HEAD, LEFT SHOULDER, LEFT ANKLE AND LEFT CLAVICLE. SUSPENDED INJURIES TO HIS HEAD, LEFT SHOULDER, LEFT ANKLE AND LEFT CLAVICLE. AS FATHER, DRIVER WAS DRIVING ON THE JOBSITE, THE BICYCLE WAS STRUCK BY THE OTHER DRIVER AND DIRECTED INTO A CONED OFF AREA. THE BICYCLE WAS STRUCK BY THAT VEHICLE AND SUSPENDED INJURIES TO HIS HEAD, LEFT SHOULDER AND LEFT ANKLE. THE INSURED WORKER WAS DRIVING THROUGH THE GROUND WHEN HE STRUCK AND DAMAGED A C.V.T.	OP	11/29/13		BIGLIN, JORDAN	\$ 17,500.00	\$ 9,941.26	\$ 7,558.74	\$ 6,941.26	2/16
01 General Liability Coverages	HWZ700770	2014-05-01 - 2015-05-01	01250-03539-00-01		WHILE THE BE WAS WORKING AS FATHER, DRIVER WAS DRIVING ON THE JOBSITE, THE BICYCLE WAS STRUCK BY THE OTHER DRIVER AND DIRECTED INTO A CONED OFF AREA. THE BICYCLE WAS STRUCK BY THAT VEHICLE AND SUSPENDED INJURIES TO HIS HEAD, LEFT SHOULDER AND LEFT ANKLE. THE INSURED WORKER WAS DRIVING THROUGH THE GROUND WHEN HE STRUCK AND DAMAGED A C.V.T.	C	9/27/14		912015-LOPEZ, ORIENTE	\$ 8,356.35	\$ 8,356.35	\$	\$ 8,356.35	1/16
01 General Liability Coverages	HWZ700770	2014-05-01 - 2015-05-01	01250-03539-00-01		THE INSURED WORKER WAS DRIVING THROUGH THE GROUND WHEN HE STRUCK AND DAMAGED A C.V.T.	C	12/27/14		428115-KIT & T	\$ 8.00	\$ 8.00	\$	\$ 8.00	1/16
01 General Liability Coverages	ZUBENOC188	2013-03-01 - 2014-03-01	01250-03560-00-01		CLIENT STRUCK CLAIMANT IN THE REAR.	C	1/6/14		227215-SATTERTHWAITE, JANET	\$ 4,834.35	\$ 4,834.35	\$	\$ 4,834.35	3/16
01 General Liability Coverages	ZUBENOC188	2013-03-01 - 2014-03-01	01250-03560-00-01		CLAIMANT ALLEGES AN INJURY	C	4/9/13		63015-ALEXANDER, CARLA	\$	\$	\$	\$	3/16
01 General Liability Coverages	HWZ700770	2014-03-01 - 2015-03-01	01250-04076-00-01		CONSTRUCTION SITE A TRAP PLACED TO COVER DEBRIS WAS WASHED DOWN INTO THE CLAIMANT'S CLAVICLE.	C	12/1/14		512015-SWEENEY, GEORGE	\$	\$	\$	\$	1/16
01 General Liability Coverages	HWZ700770	2014-03-01 - 2015-03-01	01250-04076-00-01		RECEIVED CALL FROM CLIENT, JAMES, WHO STATED THEY WERE PARKING AND CLAIMANT CAME THROUGH THE DRIVEWAY, CLIENT WAS PARKING AND STRUCK THE CLIENT'S CAR. CLAIMANT BECAME STUCK ON A PATCH OF DEBRIS TO THE ROOM. THE CAR TRAPPED ON THE SIDEWALK AND FELL. IT IS UNKNOWN IF THERE WERE ANY INJURIES.	C	2/18/15		812115-RICHARDS, MARIKYN	\$	\$	\$	\$	1/16
01 General Liability Coverages	HWZ700770	2014-03-01 - 2015-03-01	01250-04076-00-01		A BACKHOE WAS BACKING UP AND STRUCK A MOTOR VEHICLE ON THE DRIVEWAY. THE BACKHOE DAMAGED THE WINDSHIELD AND D/S. A CUSTOMER TRIPPED OVER CONSTRUCTION MATERIAL THAT WAS OBSTRUCTING THE SIDEWALK ON OP ATTY LETTER - TRIP AND FALL DURING CONSTRUCTION AREA	C	1/12/15		812115-BIRATEVICH, TRIBEVO	\$ 29,000.00	\$ 14,980.00	\$ 4,415.50	\$ 14,560.00	2/16
01 General Liability Coverages	HWZ700770	2015-03-01 - 2016-03-01	01250-05075-00-01		ATTY LETTER - TRIP AND FALL DURING CONSTRUCTION AREA	OP	3/21/15		69116-COMPTON-SPELLMAN, ANGEL	\$ 6,000.00	\$ 6,000.00	\$	\$ 6,000.00	2/16
01 General Liability Coverages	HWZ700770	2015-03-01 - 2016-03-01	01250-05075-00-01		ATTY LETTER - TRIP AND FALL DURING CONSTRUCTION AREA	OP	1/28/15		101-0488484	\$ 5,000.00	\$	\$ 5,000.00	\$	1/16
01 General Liability Coverages	HWZ700770	2015-03-01 - 2016-03-01	01250-05075-00-01		ATTY LETTER - TRIP AND FALL DURING CONSTRUCTION AREA	OP	8/11/15		WARSOCK, WENDEL	\$ 10,000.00	\$	\$ 10,000.00	\$	1/16
01 General Liability Coverages	HWZ700770	2015-03-01 - 2016-03-01	01250-05075-00-01		VEHICLE #2, #3 AND #4 WERE ALL UNOCCUPIED AND PROPERLY PARKED WHEN VEHICLE #1 COLLIDED INTO VEH #2 WHICH CAUSED A LANDING EFFECT AND CAUSED #2 TO HIT #3 WHICH HIT #4	C	8/13/15		125115-REDDICK, THELMA	\$	\$	\$	\$	2/16
01 General Liability Coverages	HWZ700770	2015-03-01 - 2016-03-01	01250-05075-00-01		PLAINTIFF ALLEGES INSURED DAMAGE TO THE UNDERGROUND CABLE WHILE EXCAVATING	C	8/6/15		69116-FRAHERNET, LLC	\$ 2,651.59	\$ 2,651.59	\$	\$ 2,651.59	3/16
01 General Liability Coverages Summary										Open4 \$ 75,451.05	\$ 46,472.44	\$ 26,978.61	\$ 46,472.44	
										Open4 \$ 75,451.05	\$ 46,472.44	\$ 26,978.61	\$ 46,472.44	

Privileged and Confidential



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/2016

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

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

<b>PRODUCER</b> Commercial Lines - (305) 443-4886 Wells Fargo Insurance Services USA, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	<b>CONTACT NAME:</b> Francys Tolon <b>PHONE (A/C, No, Ext):</b> 3054434886 <b>FAX (A/C, No):</b> 7862649232 <b>E-MAIL ADDRESS:</b> francys.tolon@wellsfargo.com														
<b>INSURED</b> Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B: American Guarantee and Liability Insurance Com</td> <td style="text-align: center;">26247</td> </tr> <tr> <td>INSURER C: AGCS Marine Insurance Company</td> <td style="text-align: center;">22837</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: American Guarantee and Liability Insurance Com	26247	INSURER C: AGCS Marine Insurance Company	22837	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**
**CERTIFICATE NUMBER: 10599480**
**REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		MWZY 306550	03/01/2016	03/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)    \$    1,000,000 MED EXP (Any one person)    \$    10,000 PERSONAL & ADV INJURY    \$    1,000,000 GENERAL AGGREGATE    \$    2,000,000 PRODUCTS - COMP/OP AGG    \$    2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB 306551	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident)    \$    1,000,000 BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			AUC593410902	03/01/2016	03/01/2017	EACH OCCURRENCE    \$    5,000,000 AGGREGATE    \$    5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A		X	MWC 306549 00	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT    \$    1,000,000 E.L. DISEASE - EA EMPLOYEE    \$    1,000,000 E.L. DISEASE - POLICY LIMIT    \$    1,000,000
C	Leased & Rented Equipment			MXI93071287	03/01/2016	03/01/2017	L&R Equipment \$200,000 Deductible \$5,000

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

RE: IFB No. 16-006, Southwest 190th Avenue Extension

Town of Southwest Ranches is listed as an additional insured with respects to the general liability, automobile and umbrella liability coverage. Waiver of subrogation in favor of the town applies with respects to the workers compensation coverage.

**CERTIFICATE HOLDER**
**CANCELLATION**

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Jean Brando</i></p>
--	---

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**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

3400 West Commercial Blvd.  
Fort Lauderdale, FL 33309

JIM BOXOLD  
SECRETARY

July 15, 2016

Emily McCord Aceti  
Community Services  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330

RE.: Bid Concurrence for FM# 436037-1-58-01; SW 190<sup>th</sup> Ave. from SW 49<sup>th</sup> St. to Griffin Rd.

Dear Mrs. Aceti:

The Department is in receipt of the City of South Ranches' recommendation to award the above referenced project.

The bid tabulation documents award to the lowest responsive, responsible bidder. The City was responsible for the pre-qualification criteria used for the prospective bidders, with the understanding that the evaluation was based on the contractor's ability to perform the work, experience, personnel, equipment, financial resources, and performance record.

Based on the information provided, FDOT concurs with the City's selection of **Weekley Asphalt Paving, Inc.** with a total base bid amount of **\$151,453.10**. The low bidder is not suspended or debarred as confirmed with the System of Award Management (<https://www.sam.gov/portal/public/SAM/>).

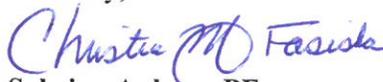
The following items are considered non-eligible for payment:

<u>Item#</u>	<u>Description</u>	<u>Quantity/ Unit</u>	<u>Total Amount</u>
3	Survey Stakeout and As-Built	1 LS	\$4,156.00
4	Erosion Control SWPP with Permit Fees	1 LS	\$3,994.00
5	Density Testing	1 LS	\$2,895.00
6	Pre-Construction Video	1 LS	\$750.00
17	Adjust Existing FPL Manholes	2 EA	<u>\$1,200.00</u>
			\$12,995.00 Total

Only Eligible items can be reimbursed up to the amount programmed which is **\$243,000.00** including design, construction and CEI services. Be advised, negotiations with the contractor are not permitted during the award or execution period of the contracting process. Any changes to the contract bid items or quantities must be requested in writing and approved by the Department.

**Please provide the Department a copy of the contract between the City and the contractor for final review prior to execution.** Please let me know if you have any questions.

Sincerely,

  
for Sabrina Aubery, PE

Program Administration Engineer  
Program Management Office - District 4

Cc: Ellen Daniel  
Fazal Qureshi  
Mayur Patel  
Aaron Watt  
File

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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitreuz, Council Member**  
**Gary Jablonski, 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 Nelson and Town Council

**VIA:** Andrew D. Berns, Town Administrator

**FROM:** Rod Ley, Town Engineer

**DATE:** 7/18/2016

**SUBJECT:** Construction Engineering Inspection Services for Extension of the SW 190th Avenue  
Transportation Capital Improvement Project (CIP)

---

### **Recommendation**

Consideration of approval of a resolution authorizing a work order to Erdman Anthony for construction engineering inspection (CEI) services for extension of the SW 190<sup>th</sup> Avenue CIP project.

### **Strategic Priorities**

A. Sound Governance

D. Improved Infrastructure

### **Background**

The Town was appropriated \$243,000 from the State Legislature to extend SW 190<sup>th</sup> Avenue from SW 49<sup>th</sup> Street to Griffin Road. The Town entered into an agreement with the Florida Department of Transportation (FDOT) to begin the improvements. The work must be completed before December 31, 2016.

The FDOT Agreement mandates the Town must contract with an independent engineer for CEI services. The Town has a contract with Erdman Anthony for continuing engineering services. Per the above referenced agreement, CEI services will be reimbursed through FDOT as part

of the grant agreement.

**Fiscal Impact/Analysis**

Erdman Anthony provided a proposal in the amount of \$12,155 to complete the work. The Town budgeted \$219,310 total. Accordingly, this project is anticipated to be completed on time and under budget. Funds are available in the Fiscal Year 2016 Municipal Transportation Fund account #101-5100-541-63340 (Infrastructure – Roadway Improvements). A breakdown on total project cost is below:

	<b>FDOT</b>	<b>Town</b>	<b>Total</b>
Surveying	\$8,000.00	\$0.00	\$8,000.00
Engineering	\$39,990.00	\$0.00	\$39,990.00
Construction	\$138,458.10	\$12,995.00	\$151,453.10
Construction Inspection Services	\$12,155.00	\$0.00	\$12,155.00
<b>Total</b>	<b>\$198,603.10</b>	<b>\$12,995.00</b>	<b>\$211,598.10</b>

**Staff Contact:**

Rod Ley, PE, LEED AP, CPESC  
Town Engineer

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	8/5/2016	Resolution
Work Proposal	8/2/2016	Exhibit

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A PURCHASE ORDER WITH ERDMAN ANTHONY FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE SW 190<sup>TH</sup> AVENUE EXTENSION ROADWAY IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Fiscal Year 2014-15 General Appropriations Act provided the Town with an appropriation of \$243,000 in the Economic Development Transportation Projects for the 190th Extension from SW 49th Street to Griffin Road; and

**WHEREAS**, the Town, pursuant to Resolution 2015-018, has entered into an agreement with the Florida Department of Transportation (FDOT) to accept the funds; and

**WHEREAS**, this project is specifically named in the FY 2015-2016 Town Budget; and

**WHEREAS**, these improvements must be completed by December 31, 2016; and

**WHEREAS**, Construction Engineering Inspection (CEI) Services are mandated by FDOT 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**, pursuant to Resolution 2015-005 the Town approved a continuing contract for engineering services with Erdman Anthony; and

**WHEREAS**, on July 14, 2016, Erdman Anthony provided a proposal in the amount of Twelve Thousand One Hundred Fifty Five Dollars (\$12,155.00) to complete the required CEI services for the SW 190<sup>th</sup> avenue extension roadway improvements; and

**WHEREAS**, the Town Council believes that the approval of this work proposal to complete the extension of SW 190<sup>th</sup> Avenue 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: Authorization.** The Town Council hereby approves the work proposal for the construction engineering inspection services 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 the work proposal 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 11th day of August, 2016 on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

Nelson \_\_\_\_\_  
McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Jeff Nelson, Mayor

Attest:

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

July 14, 2016

Rod Ley, P.E.  
Public Works Director/Town Engineer  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, Florida 33330-2628  
Via email: [RLey@southwestranches.org](mailto:RLey@southwestranches.org)

SUBJECT: SW 190<sup>th</sup> Avenue CEI Services

Dear Mr. Ley:

Erdman Anthony is pleased to submit this proposal for Professional Engineering Services to the Town of Southwest Ranches (Client), in connection with the subject project.

## Project Understanding

We will provide Construction Phase Services for the SW 190th Avenue improvement project from SW 45th Street to Griffin Road as shown on the construction drawings prepared by Craig A. Smith & Associates. Based on our understanding of the project, Erdman Anthony is pleased to present the following proposed scope of services for your consideration.

## Scope of Work and Deliverables

### Project Start-up and Ongoing Activities

Attend the Pre-Construction Meeting with the Contractor, Town and Engineer Of Record (EOR) and initiate project management and reporting activities.

Deliverables: agendas, minutes and other associated documents

Shop Drawing Reviews (N/A - Shop drawing submittals will be reviewed by the EOR)

### Construction Observation

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. It is assumed that the construction will be substantially completed within 45 days. Provide two on-site inspection visits each week to witness construction work (estimate based on two (2) hours on site each visit). Attend one pre-final inspection and one final inspection.

Deliverables: Inspection reports.

### Project Closeout

Review Test Reports and Record Drawings (prepared by the contractor) for compliance with the plans. It is assumed that the Owner and other team members such as the surveyor will prepare the Final Documents and our effort will be limited to review.

Deliverables: Memorandum/report

## Assumptions/Clarifications

- Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions (information) provided by Client unless expressly stated otherwise with respect to such information.
- Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality at a similar time.
- Erdman Anthony will be promptly paid for services performed.

## Schedule

Erdman Anthony will begin work on the project after receipt of a fully executed agreement.

## Compensation

Erdman Anthony proposes to complete the above described scope of services in accordance with the terms, conditions and rate schedule established in our Continuing Contract For Professional Services executed November 13, 2014 between the Town Of Southwest Ranches and Erdman Anthony Of Florida, Inc. The attached spreadsheet identifies the staff hours and fee anticipated for the work described above. We will notify the Town if it appears that this budgeted amount will be exceeded.

Expenses: Reimbursable expenses including printing, copying and mileage will be invoiced at the rate that is charged to Erdman Anthony by the vendor/IRS mileage allowance.

Thank you for your interest in utilizing Erdman Anthony's services for this project. We would appreciate an opportunity to further discuss any questions you may have with regard to this proposal or our services in general and appreciate your time and consideration in reviewing the proposal.

If you have any questions or require additional information, please contact me at 561-753-9723. We look forward to working with you and continuing our successful relationship.

Sincerely,  
ERDMAN ANTHONY

  
James P. Notn, PE, PSM  
Vice President  
Attachments: Terms & Conditions

**ESTIMATE OF WORK EFFORT AND COST**

**CONSTRUCTION OBSERVATION SERVICES**

from SW 48th ST to Griffin Road

**SW 190th Ave**  
SW Ranches RLI No. 16-0711

Name of Project:

Date: **07/14/2016**  
James F. Noth, PE, PSM

Staff Classification	Total Staff Hours From "SH" Summary -	Principal	Expert Witness Testimony	VP/Corp Manager	Senior Project Manager	Project Manager	PE	Senior Project Engineer	Project Engineer	Tech CADD	Admin Assistant	SH By Activity	Salary Cost By Activity	Deliverables	
														Scale	No. of Sheets
<b>Project Meetings</b>	<b>8</b>	<b>8</b>	<b>\$200.00</b>	<b>\$175.00</b>	<b>\$150.00</b>	<b>\$125.00</b>	<b>\$120.00</b>	<b>\$115.00</b>	<b>\$85.00</b>	<b>\$75.00</b>	<b>\$55.00</b>	<b>8</b>	<b>\$1,600</b>	n/a	
<b>Roadway Plans</b>	<b>0</b>														
Key Sheet												0	\$0	n/a	
Summary of Pay Items												0	\$0	n/a	
Drainage Map												0	\$0	n/a	
Typical Section												0	\$0	n/a	
Summary of Drainage Structures												0	\$0	n/a	
General Notes												0	\$0	n/a	
Plan Sheets												0	\$0	n/a	
Side Street Intersection Profiles												0	\$0	n/a	
Drainage Details												0	\$0	n/a	
Cross Sections @ 100' intervals												0	\$0	n/a	
Stormwater Pollution Prevention Plan												0	\$0	n/a	
Erosion and Sediment Control Plan												0	\$0	n/a	
Roadway Soil Survey (by others)												0	\$0	n/a	
<b>Signing &amp; Pavement Marking Plans</b>	<b>0</b>														
Key Sheet												0	\$0	n/a	
Tabulation of Quantities												0	\$0	n/a	
General Notes & Details												0	\$0	n/a	
Plan Sheets												0	\$0	n/a	
<b>Supervision &amp; QC Review</b>	<b>0</b>	<b>0</b>													
<b>TOTAL LUMP SUM FEE DESIGN TASKS</b>												<b>8</b>	<b>\$1,600</b>		
<b>Hourly Based Tasks</b>	<b>26</b>														
Permit Submittals												0	\$0	n/a	
Utility Coordination												0	\$0	n/a	
Cost Estimates												0	\$0	n/a	
Specifications Package												0	0	n/a	
Construction Observation		8						18					\$3,130	n/a	
<b>TOTAL HOURLY TASKS</b>												26	\$3,130		
<b>Total Staff Hours</b>	<b>34</b>	<b>16</b>	<b>\$3,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,530.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>34</b>	<b>\$4,730.00</b>		<b>0</b>
<b>Total Staff Cost</b>															

**EXPENSES:**  
 Blueprints/Repros \$0  
 Permit Fees n/a  
 Travel \$1,425  
 Equipment/Supplies \$0  
 TOTAL EXPENSES \$1,425

**EXPENSES:**  
 Blueprints/Repros \$0  
 Permit Fees n/a  
 Travel \$1,425  
 Equipment/Supplies \$0  
 TOTAL EXPENSES \$1,425

**SALARY RELATED COSTS: (LUMP SUM FEE)**  
 SALARY RELATED COSTS: (BUDGETED AMOUNT FOR HOURLY TASKS)  
 EXPENSES:  
**SUBTOTAL DESIGN FEE:**  
 Field Inspector/Representative 0 \$90.00 / hour  
 Junior Field Inspector 80 \$75.00 / hour  
 3D Laser Scanning 0 \$160.00 / hour  
**SUBTOTAL Inspection/Survey FEE:**  
 Subconsultant:  
 Subconsultant:  
 Subconsultant:  
**GRAND TOTAL FEE: (Budgeted Amount)**  
**\$12,155.00**

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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitkreuz, Council Member**  
**Gary Jablonski, 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 Nelson and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñiz, Assistant Town Administrator/Town Clerk  
**DATE:** 8/11/2016  
**SUBJECT:** First Amendment to RRB Settlement

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### **Recommendation**

Consideration for a motion to approve the resolution.

### **Strategic Priorities**

A. Sound Governance

### **Background**

The Town, along with 17 other participating governmental entities were involved in litigation (*City of Sunrise et. al. v Broward County*) which sought a declaration regarding the assets and liabilities subject to equitable distribution of the Resource Recovery Board (RRB). The Town approved resolution 2015-045 on May 14, 2015 which implemented a settlement agreement which contained a distribution agreement to provide for the pro rata share of the distribution of trust account funds related to the RRB.

The settlement agreement approved via Resolution 2015-045 also provided for the sale of a parcel of land known as Alpha 250. The County and the settling municipalities now wish to delay the sale of the Alpha 250 to for one (1) year from the amendment effective date to allow for a study to be conducted how a 75% County-wide recycling goal may be reached; whether retaining public ownership of Alpha 250 would facilitate the meeting of that recycling goal; and other general solid waste disposal issues.

**Fiscal Impact/Analysis**

The passage of this resolution has no direct fiscal impact, other than it delays the time in which the Town will receive its pro rata share of the proceeds from the RRB asset liquidation. If the extended time and study yields a different, productive use for that property, it might be sold. In any event, the Town's proportionate share would still be protected.

**Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	8/5/2016	Resolution
Exhibit A - Agreement with Broward County For First Amendment	8/2/2016	Exhibit

## **RESOLUTION NO. 2016-**

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT WITH BROWARD COUNTY REGARDING THE RESOURCE RECOVERY BOARD TO ALLOW FOR THE DELAY IN THE SALE OF THE PARCEL OF LAND KNOWN AS ALPHA 250; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Southwest Ranches (the "Town") was a party to the November 1986 Interlocal Agreement with Broward County (the "County") for Solid Waste Disposal Service, as amended (the "Interlocal Agreement"); and

**WHEREAS**, the Interlocal Agreement provided for the creation of the Broward Solid Waste Disposal District (the "District") and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered and disposed of at designated District waste disposal facilities; and

**WHEREAS**, the participating governmental entities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities; and

**WHEREAS**, the Interlocal Agreement expired on July 2, 2013; and

**WHEREAS**, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the participating governmental entities and the County upon the expiration of the Interlocal Agreement; and

**WHEREAS**, the participating governmental entities and the County disagreed as to the identification and distribution of the assets and liabilities of the District; and

**WHEREAS**, the Town, together with seventeen other participating governmental entities, are plaintiffs (the "Plaintiff Municipalities") in the litigation styled *City of Sunrise et. al. v Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "Litigation"), which sought a declaration regarding the assets and liabilities subject to equitable distribution; and

**WHEREAS**, the Plaintiff Municipalities and the County negotiated a Settlement Agreement to settle the Litigation under the terms and conditions set forth in the Settlement Agreement; and

**WHEREAS,** in order to implement the Settlement Agreement, the Town approved and executed the Settlement Agreement which contained a Settlement Proceeds Distribution Agreement, to provide for the pro rata allocation of expenses and pro rata distribution of Trust Account Funds under the terms and conditions set forth in the Settlement Agreement on May 14, 2015; and

**WHEREAS,** the Settlement Agreement provides for the County and the "settling municipalities" to sell the parcel of land known as Alpha 250; and

**WHEREAS,** the County and the settling municipalities now wish to delay the sale of Alpha 250 for one year from the Amendment Effective Date (as specified in Exhibit A) to allow for a study to be conducted to evaluate how a 75% County-wide recycling goal may be reached; whether retaining public ownership of Alpha 250 would facilitate the meeting of that recycling goal; and other general solid waste disposal issues; and

**WHEREAS,** in order for this amendment to take effect all "settling municipalities" must approve and execute the amendment attached hereto as "Exhibit A."

**NOW, THEREFORE BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Mayor, Town Administrator, and Town Attorney are authorized to execute the First Amendment to the Settlement Agreement with Broward County, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the Town Administrator and approved as to form and legal sufficiency by the Town Attorney.

Section 3: The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the settlement authorized in this Resolution and the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

**[Signatures on Following Page]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 11<sup>th</sup> day of August, 2016.

Nelson \_\_\_\_\_  
McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

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

Approved as to form:

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

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# EXHIBIT A

## FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT (the "Amendment") to the Settlement Agreement (the "Settlement Agreement") by and between Broward County, Florida, a political subdivision of the State of Florida, (the "County") and the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, the Town of Southwest Ranches, the City of Wilton Manors, the Town of Hillsboro Beach, and the Village of Sea Ranch Lakes, all political subdivisions of the State of Florida, (individually, each is a "Settling Municipality"; collectively, the "Settling Municipalities") is made and entered into as of the Amendment Effective Date (as defined below).

### RECITALS

A. The County and the Settling Municipalities entered into a Settlement Agreement to settle the litigation styled *City of Sunrise, et al. v Broward County*, 17<sup>th</sup> Judicial Circuit Court Case No. CACE-013-015660.

B. The Settlement Agreement provides for the County and the Settling Municipalities to agree to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250, as further described in the Settlement Agreement ("Alpha 250").

C. The County and the Settling Municipalities desire to amend the Settlement Agreement to delay the sale of Alpha 250 under the terms and conditions stated herein.

D. The City of Lauderdale Lakes, the City of West Park, the City of Oakland Park, and the Town of Pembroke Park, all political subdivisions of the State of Florida (individually, each is a "Consenting Municipality"; collectively, the "Consenting Municipalities"), did not join the Settlement Agreement but instead entered into Interlocal Agreements Regarding Distribution of Solid Waste Disposal District Assets with the County pursuant to which they have received and will receive their respective *pro rata* shares of proceeds distributed under the terms of the Settlement Agreement, including their respective shares from any sale of Alpha 250.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above-stated recitals are true and correct and are incorporated into this Amendment by this reference.

2. Notwithstanding any provision to the contrary in the Settlement Agreement, the County and the Settling Municipalities agree that the sale of Alpha 250 shall be delayed for a period of one year from the Amendment Effective Date (the "Sale Delay Period"). The Sale Delay Period may be further extended for an additional period of up to one year upon written approval of the

County Administrator and the Mayors of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston (collectively, the "Mayors").

3. During the Sale Delay Period, the County shall procure a study (the "Study") in an amount not to exceed two hundred thousand dollars (\$200,000), which shall be paid for as described in paragraph 7 below. The Study shall evaluate and provide recommendations regarding the following general areas:

- a. How a 75% County-wide recycling goal may be reached;
- b. Whether retaining public ownership of Alpha 250 would facilitate the meeting of that recycling goal or would provide other benefits in connection with solid waste disposal within Broward County; and
- c. General solid waste disposal issues as determined by the Working Group (as defined below), which may include options regarding flow control and potential governance or contractual structures for collaborative management of solid waste disposal.

4. A more detailed scope of the Study will be developed within the above-referenced budgeted amount by a working group (the "Working Group") consisting of:

- a. Three (3) municipal staff members selected by the Mayors; and
- b. Three (3) County staff members selected by the County Administrator.

5. The Working Group and its individual members shall also interact with the consultant during the course of the Study to ensure a balanced and independent study of the stated issues.

6. The Study consultant shall be selected in a manner consistent with the County's Procurement Code. The Mayors, directly and through their Working Group members, shall have input into this procurement process, and shall appoint one person to serve on the County's committee that will evaluate the responses submitted by interested consultants.

7. The County shall pay the up-front cost of the Study, and shall recover fifty percent (50%) of the cost of the Study (the "Municipal Share") as follows if either of the following circumstances occur: (a) if Alpha 250 is sold to a third party with the closing of the sale occurring within five (5) years after the Study completion date, the County shall deduct the Municipal Share from the Alpha 250 sales proceeds before the County deposits the net proceeds of the sale into the trust account described in Section 4D of the Settlement Agreement; or (b) if the County, within five (5) years after the Study completion date, exercises its right under the Settlement Agreement to pay the net sales amount and retain Alpha 250, the County shall deduct the Municipal Share from the net sales amount the County deposits into the trust account described in Section 4D of the Settlement Agreement.

8. Based upon the results of the Study, the parties may agree to further amend the Settlement Agreement.

9. Amendment Approval Process.

- a. Once approved by the County Commission, this Amendment shall be presented for approval at public Commission/Council meetings at each of the Settling Municipalities and the Consenting Municipalities (the County shall communicate this requirement to the Consenting Municipalities).
- b. To be effective, this Amendment must, within one hundred twenty (120) days after approval by the County Commission: (1) be approved and executed by all Settling Municipalities, with notice attaching true copies thereof provided to the County; and (2) be consented to by each of the Consenting Municipalities through a separate written instrument between the County (by and through the County Administrator) and each of the Consenting Municipalities in which each of the Consenting Municipalities agrees to the terms of the Amendment generally, and specifically to the payment for the Municipal Share of the Study as described above in paragraph 7.

10. *Effective Date.* The date of the last approval and execution of this Amendment by a Settling Municipality, or the date of the last execution of a written instrument reflecting the consent of a Consenting Municipality, whichever is last, is the “Amendment Effective Date.”

11. Except as otherwise revised in this Amendment, the terms and conditions of the original Settlement Agreement shall remain in full force and effect. The preparation of this Amendment has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party hereto. In the event a portion of this Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify that portion of this Amendment in a manner designed to effectuate the original intent of the parties. This Amendment may be executed in counterparts.



**[NAME OF MUNICIPALITY]**

\_\_\_\_\_ **OF** \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

By: \_\_\_\_\_, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form and legality:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney  
\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 2016

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**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

July 14, 2016

13400 Griffin Road

---

Present:

Mayor Jeff Nelson

Vice Mayor Doug McKay

Council Member Steve Breitreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Richard DeWitt, Deputy 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 Nelson at 7:14 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Public Comment**

The following members of the public addressed the Town Council: Jill Aronofsky, and Newell Hollingsworth.

**4. Board Reports**

No board reports were presented.

**5. Council Member Comments**

Mayor Nelson indicated that he reached out to Commissioner Lago of the City of Coral Gables regarding a fire vehicle that they may be seeking to donate to the Town. He has yet to hear back from the City of Coral Gables. Once he does he indicated he would report back to the Town Council.

Vice Mayor McKay sought clarification on the Schools Education Advisory Board (SEAB) scholarship reimbursement process. He was under the impression that the Town Council supported changing the reimbursement process after Town Council discussion of the issue at a meeting last year, yet this year the reimbursement process remained the same. Council Member Jablonski recalled the discussion but did not believe the Town Council took any formal action. He preferred that receipts be presented to be reimbursed. Town Administrator Berns also relayed background on this issue concerning the discussion held at the meeting last year. He relayed concerns held by Town Administrator Sherwood from an audit perspective, and from Town Attorney Poliakoff from a legal perspective. He informed the Town Council that no formal action was taken by them last year. The issue was discussed by the SEAB and some modifications were made to the application but no action was taken on the reimbursement process. Mayor Nelson agreed with Council Member Jablonski. He felt it was important that there was a confirmation that the funds were spent on legitimate school expenses. Council Member Breitreuz saw no issue with the requirements as currently presented. He felt legitimate students would have sufficient receipts to be reimbursed the full scholarship amount.

Council Member Breitkreuz felt that due to the impending opening of the Franklin Academy Charter School out west he asked for Council support in requesting the Town Administrator commission a new traffic count during the first two weeks of school. Council granted the support requested.

## **6. Legal Comments**

Deputy Town Attorney DeWitt had no legal comments.

## **7. Administration Comments**

Town Administrator Berns responded to comments made during public comments regarding the horse show. He indicated that while he could not speak for the horse show in the years prior to his arrival, but he did disagree with the characterization of how the events have transpired since he has been with the Town.

## **Resolutions**

**8.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF FORTY THOUSAND NINE HUNDRED THIRTY SIX DOLLARS AND EIGHTY SIX CENTS (\$40,936.86) WITH AMROAD LLC, TO COMPLETE THE STIRLING ROAD STRIPING AND SIGNAGE PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION.

**9.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING USAGE POLICIES FOR THE ROLLING OAKS PARK; GOVERNING RENTAL USE OF THE EXTERIOR AREAS, MEETING ROOM AND COMMUNITY ROOM; ESTABLISHING A FEE SCHEDULE INCLUDING RENTAL OF EXTERIOR AREAS AND ATTENDANT FEES; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION SUBJECT TO AMENDING PARK POLICY ITEM #7 AND ANYWHERE ELSE IN THE DOCUMENT TO REQUIRE APPROVAL BY TOWN ADMINISTRATOR OR DESIGNEE; AMENDING PARK POLICY ITEM #14 TO INCREASE THE NUMBER OF PEOPLE FROM 10 TO 20; AMENDING RULES AND REGULATIONS ITEM #7 REQUIRING THE FACILITY TO BE VACATED BY 8 P.M.; ALLOWING THE USE OF BIRDSEED; AMENDING RULES AND REGULATIONS ITEM #9 INTO TWO SEPARATE SENTENCES; AMENDING RENTAL – FEES, PAYMENT, AND INSURANCE #3 REMOVING REFERENCE TO CASH; DELETING #5 REQUIRING CREDIT CARD

PROCESSING FEES; AND ALLOWING TOWN ADMINISTRATOR TO CHANGE CONTRACTUAL ATTENDENT FEES IF NEEDED.

- 10. Approval of Minutes**
  - a. **June 9, 2016 Regular Meeting**
  - b. **June 23, 2016 Regular Meeting**

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

**MOTION:** TO APPROVE THE AMENDED MINUTES.

- 11. Adjournment** – Meeting was adjourned at 8:30 p.m.

*Respectfully submitted:*

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*Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this 11<sup>th</sup> day of August, 2016.*

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*Jeff Nelson, 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.