



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of December 8, 2016

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

---

<b><u>Mayor</u></b> Doug McKay	<b><u>Town Council</u></b> 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> Steve Breitreuz	Denise Schroeder	<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. **Purple Heart City Designation - Lewis Colon**
4. **Proclamation for Southwest Ranches Annual Arbor Day - January 20, 2017**

### Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under

consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

**5. Akai Estates Site Plan SP-57-14**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE AKAI ESTATES SITE PLAN, APPLICATION NO. SP-57-14, TO CONSTRUCT SIXTEEN SINGLE FAMILY DWELLING UNITS WITHIN THE TARA PLAT LOCATED AT THE SOUTHWEST QUADRANT OF GRIFFIN ROAD AND UNIMPROVED SW 184TH AVENUE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**6. Akai Estates/Tara Plat Vacation of Drainage Easements**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING AND ABANDONING SEVERAL PLATTED DRAINAGE EASEMENTS LOCATED WITHIN THE TARA PLAT, AS RECORDED IN PLAT BOOK 162, PAGE 20 OF THE BROWARD COUNTY, FLORIDA PUBLIC RECORDS AND ACCEPTING NEW DRAINAGE EASEMENTS; GENERALLY LOCATED ON THE WEST SIDE OF UNIMPROVED SW 184TH AVENUE AND SOUTH OF GRIFFIN ROAD; PROVIDING FOR MAINTENANCE OF THE EASEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

**7. Waiver of Plat No. WP-15-16**

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-15-16 TO SUBDIVIDE APPROXIMATELY 4.55 NET ACRES OF PROPERTY INTO TWO LOTS OF APPROXIMATELY 2.28 AND 2.17 NET ACRES; GENERALLY LOCATED AT THE NORTHWEST QUADRANT OF SW 208th LANE AND SW 54TH PLACE, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

**8. 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.

**9. Board Reports**

**10. Council Member Comments**

**11. Legal Comments**

**12. Administration Comments**

**Ordinance - 2nd Reading**

- 13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN ESTABLISHING A NEW LAND USE DESIGNATION ENTITLED, "US HIGHWAY 27 BUSINESS" WITH SUPPORTING OBJECTIVES AND POLICIES; REVISING THE LISTS OF PERMITTED USES WITHIN NONRESIDENTIAL LAND USE DESIGNATIONS AND SUPPORTING OBJECTIVES AND POLICIES; MAKING REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE {APPROVED ON 1st READING - AUGUST 25, 2016 - REQUIRES A SUPERMAJORITY VOTE}.**

**Ordinance - 1st Reading**

- 14. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING CHAPTER 24, ARTICLE IV, ENTITLED "PARKING, STOPPING, AND STANDING ENFORCEMENT" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO PROVIDE FOR DEFINITIONS AND PROHIBITED PARKING ON STREETS WITHIN THE TOWN'S MUNICIPAL BOUNDARIES; AUTHORIZING THE ISSUANCE OF CITATIONS FOR NON MOVING VIOLATIONS; AUTHORIZING SERVICE OF PARKING TICKETS ON PARKED VEHICLES; AUTHORIZING THE REMOVAL AND IMPOUNDMENT OF VEHICLES IN VIOLATION; PROVIDING FOR INCLUSION IN THE TOWN CODE, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {SECOND READING TO BE HELD ON JANUARY 26, 2017}**

**Resolutions**

- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND TWENTY EIGHT CENTS (\$105,116.28) WITH FLORIDA CONSTRUCTION AND ENGINEERING INC. TO COMPLETE THE CALUSA CORNERS PARK IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE**

AMOUNT OF ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SIXTEEN DOLLARS AND EIGHTY-ONE CENTS (\$133,516.81) WITH FLORIDA CONSTRUCTION & ENGINEERING INC. TO COMPLETE THE SW 55TH STREET AND SW 185TH WAY DRAINAGE IMPROVEMENTS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2016 / 2017 BUDGET FOR DRAINAGE IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.
20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (RFNRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
22. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

#### Discussion

23. Town Administrator/Town Financial Administrator Annual Review

## **24. 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.

This page  
intentionally left blank



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

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

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

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** December Lauretano-Haines, Parks and Open Spae Coordinator  
**DATE:** 12/8/2016  
**SUBJECT:** Proclamation for Southwest Ranches Annual Arbor Day - January 20, 2017

---

#### **Recommendation**

This proclamation re-establishing the third Friday in January as Southwest Ranches' Arbor Day is offered for your consideration and approval.

#### **Strategic Priorities**

E. Cultivate a Vibrant Community

#### **Background**

In December 2007, the Town Council issued a proclamation that every third Friday in January be recognized as Arbor Day in the Town of Southwest Ranches. This proclamation was part of the Town's original application to become a designated "Tree City, USA."

#### **Fiscal Impact/Analysis**

In our annual application for recertification of the Tree City USA designation, the Town is required to annually observe Arbor Day by way of a proclamation and community Arbor Day Event.

The Town has just completed our 10<sup>th</sup> year as a designated Tree City USA. This status has proved helpful in favorable weighting of our applications for tree planting and maintenance grants.

The Town's observance of Arbor Day celebrations incurs minimal expense annually – generally below \$400 per event. These expenses are coded from the General Fund, Executive Department, Town Events line item, which has a budget of twenty-two thousand, five hundred

dollars (\$22,500.00) dedicated for promotional activities and Town events.

**Staff Contact:**

December Lauretano-Haines, Parks Recreation and Open Space Coordinator

**ATTACHMENTS:**

Description	Upload Date	Type
Proclamation for Southwest Ranches Arbor Day 2017 – Friday January 20th	11/18/2016	Presentation

WHEREAS, in 1872, Sterling Morton Proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, is now observed throughout the Nation and the world, and

WHEREAS in accordance with the Policies and Goals of the Town of Southwest Ranches' Comprehensive Plan, Adopted May 8, 2003, the Town set forth measurable objectives for the protection and enhancement of critical ecological systems integral to South Florida's and the Town's natural environment, including the maintenance and improvement of Air Quality by increasing tree coverage in the Town and by meeting the standards to become recognized by the National Arbor Day Foundation as a "Tree City USA," and

WHEREAS, on December 20, 2007, Southwest Ranches was recognized as a Tree City USA, and

WHEREAS, continuing to meet the standards for designation as a Tree City USA provides direction for management of the Town's tree resources, encourages public education about tree care, and promotes a sense of pride in the community, and

WHEREAS, Southwest Ranches has continued to meet all standards and requirements for continuing designation as Tree City USA, and will be recognized in 2017 for its eleventh consecutive year, and

WHEREAS, annual proclamation of Arbor Day in Southwest Ranches is a requirement for continuing recognition as Tree City USA, and

WHEREAS trees reduce the erosion of topsoil, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community

**NOW, THEREFORE, BE IT PROCLAIMED BY** the Town Council of the Town of Southwest Ranches that annually, the third Friday in January shall be recognized as Arbor Day in the Town of Southwest Ranches. Further the Council urges all citizens to celebrate Arbor Day, to support efforts to protect our tree resources, and to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 8<sup>th</sup> day of December, 2016

---

Mayor Doug McKay

This page  
intentionally left blank



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

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

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

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andy Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:**  
**SUBJECT:** Akai Estates Site Plan SP-57-14

### **Recommendation**

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.

The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with conditions such as those enumerated in the staff report.

### **Strategic Priorities**

A. Sound Governance

### **Background**

The applicant is requesting approval of the Akai Estates Site Plan to develop 16 single-family homes on approximately 37 acres located at the southwest quadrant of Griffin Road and unimproved SW 184<sup>th</sup> Avenue.

The Town approved the Downey Equestrian Ranches Site Plan in 2005. At that time, the site plan mirrored the plat, and provided for Lots 1 through 4 to directly access SW 184<sup>th</sup> Avenue, which was to be constructed by the developer to the point of intersection with the entrance

street that would serve Lots 5 through 16. As part of the 184<sup>th</sup> Avenue construction, the developer was required to relocate the existing 184<sup>th</sup> Avenue Canal approximately 40 feet to the west. The Downey Equestrian Ranches Site Plan expired due to lack of construction.

The Akai Estates Site Plan modifies the drainage and access configurations of the Tara Plat and prior Downey Equestrian Ranches Site Plan and proposes a new entrance feature, signage, landscaping, and a temporary automated gate.

**Fiscal Impact/Analysis**

Not Applicable

**Staff Contact:**

Jeff Katims

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	12/1/2016	Resolution
Staff Report - revised by JK	12/2/2016	Executive Summary
Mail Notice Map	11/18/2016	Exhibit
Mail Notice List	11/18/2016	Exhibit
Site Plan (Part 1)	11/18/2016	Exhibit
Site Plan (Part 2)	11/18/2016	Exhibit

**RESOLUTION NO. 2017-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE AKAI ESTATES SITE PLAN, APPLICATION NO. SP-57-14, TO CONSTRUCT SIXTEEN SINGLE FAMILY DWELLING UNITS WITHIN THE TARA PLAT LOCATED AT THE SOUTHWEST QUADRANT OF GRIFFIN ROAD AND UNIMPROVED SW 184<sup>TH</sup> AVENUE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council approved the Downey Equestrian Ranches Site Plan for 16 single-family homes on the Tara Plat ("Plat") in 2005; and

**WHEREAS**, the developer failed to obtain building permits and commence construction, causing the site plan to expire; and

**WHEREAS**, Akai Estates, LLC ("Owner," which shall include its successors and assigns in title) submitted Application No. SP-57-14 for approval of the Akai Estates site plan ("Site Plan"); and

**WHEREAS**, the Site Plan employs temporary access from Griffin Road because the platted access from SW 184<sup>th</sup> Avenue will not available until Broward County obtains the necessary right-of-way for the actual construction of SW 184<sup>th</sup> Avenue from Griffin Road to the Plat; and

**WHEREAS**, the temporary access from Griffin Road requires construction of a frontage road into the Plat from an existing driveway onto Griffin Road located west of the Plat, and dedication of a new ingress and egress easement extending north from the platted street right-of-way within the Plat to the point of intersection with the frontage road, which easement will be fully contained within the bounds of a vacated drainage easement and will not affect lot area calculations; and

**WHEREAS**, when access to SW 184<sup>th</sup> Avenue becomes available, the platted entrance to the community will be utilized, and Akai Drive will terminate in a cul-de-sac in between Lots 1 and 2; and

**WHEREAS**, the requisite changes to the Non-Vehicular Access Line were approved by the Town (Application No. DG-19-15) and Broward County to reflect the change in access conditions and absolve the developer from having to construct SW 184<sup>th</sup> Avenue and relocate the canal to the west as platted; and

**WHEREAS**, the Site Plan reconfigures the platted drainage easements to reflect changes in hydrology and deferred relocation of the SW 184<sup>th</sup> Avenue Canal associated with the construction of SW 184<sup>th</sup> Avenue; and

**WHEREAS**, South Broward Drainage District ("SBDD") vacated platted drainage easements and accepted new drainage easements in May, 2015, and the Town took the same actions on December 8, 2016; and

**WHEREAS**, the temporary ingress and egress easement within the Site Plan crosses in front of a community facility located along Griffin Road; and

**WHEREAS**, to help ensure a complete bifurcation of the community facility and residential properties, and to provide Akai Estates with some additional security until SW 184<sup>th</sup> Avenue has been completed, Akai Estates Site Plan includes an unencumbered equestrian access and an entrance structure with automatic gates designed to open automatically; and

**WHEREAS**, the automatic gates will be eliminated upon closure of the Griffin Road access and termination of the temporary ingress and egress easement; and

**WHEREAS**, the Site Plan has no street lights, curbs or sidewalks, and the Homeowner's Association documents approved by the Town Attorney prohibit the HOA from adding restrictions on the keeping of livestock beyond those contained in the Town's Code; and

**WHEREAS**, the streets shall remain open to the public, but maintenance of the internal street and drainage system shall be the sole responsibility of a homeowner's association; and

**WHEREAS**, the Town Council finds that the Site Plan complies with the applicable requirements of the Town of Southwest Ranches Unified Land Development Code and the Town of Southwest Ranches Comprehensive Plan.

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

**Section 1.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** That, at a duly noticed public hearing held on December 8, 2016 following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Site Plan Application No. SP-57-14 for development of 16 single-family homes and ancillary structures, subject to Owner complying with the following conditions:

1. Approval of accompanying Application No. VC-27-17 to vacate and re-dedicate drainage easements within the Plat.

2. Execution and Recordation of a Temporary Ingress/Egress Easement to connect Akai Drive to Griffin Road prior to issuance of the first building permit for a principal building.
3. Execution and Recordation of an Ingress/Egress Easement to extend the internal street (Akai Drive) to the north, as new access for Lots 1 through 4 (originally to be accessed directly from SW 184<sup>th</sup> Avenue) prior to issuance of the first building permit for a principal building.
4. The HOA shall be responsible for maintenance of the public right-of-way within the plat. Owner shall record an indemnification, indemnifying the Town for the public right-of-way within the Plat prior to issuance of the first building permit for a principal building.
5. Final approval of the HOA documents by the Town Attorney prior to their recordation, prior to issuance of the first building permit for a principal building.
6. Provide certified cost estimate for onsite and designated offsite improvements (if any not bonded to Broward County) and surety bond in the amount of 125 percent of construction costs prior to issuance of the first building permit. Such improvements shall include the demucking and sodding or mulching of the multi-use trail.
7. Record a document in the Broward County Public Records, to be approved as to form by the Town Attorney, providing notice to potential purchasers that there are substantial improvements required in connection with the site plan approval that have not been bonded or otherwise guaranteed, and that the Town will not issue a building permit for any home until such time as the improvements have been bonded with the Town.
8. SBDD approval required for plantings in drainage easements.
9. Broward County Highway Construction and Engineering Division approval required for signage, landscaping and frontage road improvements within the Griffin Road Right-of-Way.
10. Construction of any models with associated signage and parking, and any construction trailer shall require Administrative approval.
11. Administrative site plan modification will be required for the re-establishment of the signage and any entrance features at the permanent community entrance.
12. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, legal, and any related expenses that the Town has or will incur as a direct cost of this application.

**Section 3.** The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

**Section 4.** This Resolution shall become effective immediately upon passage and adoption.

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

Florida, this \_\_\_\_ day of December, 2016 on a motion by \_\_\_\_\_

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

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

ATTEST:

This is to certify that this Resolution and Final Order has been filed by the undersigned for the records, and a copy provided to the Applicant and/or authorized agent this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney  
#113696384

**TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT**

December 8, 2016

**SUBJECT:** Site Plan Application SP-57-14

**LOCATION:** Generally located at the southwest quadrant of Griffin Road and SW 184<sup>th</sup> Avenue.

**PETITIONER/  
OWNER:** Akai Estates, LLC / Alex Yokana, Manager  
333 Las Olas Way, Unit No. 1  
Fort Lauderdale, FL 33301

**AGENT:** Schwebke-Shiskin & Associates, Inc.  
3240 Corporate Way  
Miramar, FL 33025

**LAND USE PLAN  
DESIGNATION:** Rural Ranch

**ZONING:** A-1, Agricultural Estate District

**PUBLIC NOTICE:** Legal notice in newspaper, mail notice

**EXHIBITS:** Staff Report, aerial photograph, survey, notification map and mailing label list

**BACKGROUND AND ANALYSIS**

The applicant is requesting approval of a site plan to develop 16 single-family homes on approximately 37 acres located at the southwest quadrant of Griffin Road and unimproved SW 184<sup>th</sup> Avenue and legally described as the Tara Plat, which was recorded in 1997 in Plat Book 162, Page 20 of the Broward County Public Records ("Property"). The Property has a land use plan designation of Rural Ranch and is zoned A-2, Agricultural Estate District, which permits residential development at 1 unit per 2 net acres, or 1 unit per 2.5 gross acres. The platted lots are a minimum of 2.0 acres in area, but were platted before the Town restricted canals and "wet" drainage easements from counting toward required lot area. Accordingly, the existing platted lots are nonconforming with respect to minimum required lot area.

The Town approved the Downey Equestrian Ranches Site Plan in 2005. At that time, the site plan mirrored the plat, and provided for Lots 1 through 4 to directly access SW 184<sup>th</sup> Avenue, which was to be constructed by the developer to the point of intersection with the entrance street that would serve Lots 5 through 16. As part of the 184<sup>th</sup> Avenue construction, the developer was required to relocate the existing 184<sup>th</sup> Avenue Canal approximately 40 feet to the west. The Downey Equestrian Ranches Site Plan expired due to lack of construction.

A new developer, Akai Estates, LLC acquired the Property in early 2014 and initiated the site plan approval process about a year later. While developing construction plans for SW 184<sup>th</sup> Avenue, it became apparent that the road could not be constructed in proper alignment with Bonaventure Boulevard without right-of-way from R R Garden Center located at the southeast corner of Griffin Road and unimproved SW 184<sup>th</sup> Avenue. By August, 2015 the Town, developer and Broward County agreed on a solution to provide temporary access to the community from Griffin Road until such time as the county obtains the needed right-of-way and constructs SW 184<sup>th</sup> Avenue to the platted community entrance street (Plat Amendment Application No. DE-19-15). The temporary access involves a frontage street parallel to, and within the Griffin Road Right-of-Way, and a northerly extension of the platted north-south street internal to the subdivision (Akai Drive) to connect with the temporary frontage road. The frontage road will connect to the church driveway about 225 feet west

of the Property, and would have a pass-through gate that would open and close automatically for all inbound and outbound vehicles. The Broward County Highway Construction and Engineering Division will be the agency responsible for approving the frontage road alignment, geometry and design. The extension of Akai Drive will be fully contained within an existing "wet" drainage easement that is to be vacated (see discussion below), resulting in no net change to the area of Lots 1 through 4.

When SW 184<sup>th</sup> Avenue is eventually constructed, the future HOA will be responsible for removing the temporary frontage road and all other temporary improvements and restoring the right-of-way and area within Lot 1 to final landscaped condition. The HOA documents and separate agreement with the County require that these actions be completed within 90 days of the opening of SW 184<sup>th</sup> Avenue to traffic from Griffin Road. The developer has executed easement documents prepared by the Town Attorney's Office for temporary access to Griffin Road, the northerly extension of Akai Drive and a turnaround easement for the future cul-de-sac at the north end of the Property once access to Griffin Road is closed.

The Non-Vehicular Access Line (NVAL) and conditions of plat approval were amended accordingly, and involved a series of changes that included eliminating the requirement that the developer construct SW 184<sup>th</sup> Avenue and relocate the canal, closing the NVAL openings onto SW 184<sup>th</sup> for Lots 1 through 4, and authorizing temporary access from Griffin Road via a temporary frontage drive.

In addition to the access issue, the developer was required to reconfigure the drainage system because the SW 184<sup>th</sup> Avenue Canal no longer connected to the C-11 Canal. The developer vacated the platted drainage easements through South Broward Drainage District ("SBDD") and dedicated new easements. The developer has filed Application No. VC-27-17 for Town Council vacation and acceptance of the same easements for which SBDD did so.

Part of the drainage improvements required by SBDD include deepening and widening the SW 184<sup>th</sup> Avenue Canal. The Property will drain into the canal and on-site lake (originally a single lake and now to be bifurcated by the northerly extension of Akai Drive to provide access to Lots 1 through 4). Drainage will be mostly via Surface Water Management Area swale conveyance, supplemented by drainage boxes and lot corners piped into the canal. SBDD has determined that the system's capacity and configuration will allow future connections from the west. SBDD requires all swale conveyance systems to be recertified every 5 years.

The HOA, to be established by the developer, will maintain the drainage system and internal street, including the portion of Akai Drive that is public right-of-way. The final HOA documents incorporate these requirements, and have been reviewed by the Town Attorney. The draft HOA documents also prohibit street lights and prevent the HOA from restricting the keeping of livestock and poultry in any manner that is more restrictive than the ULDC.

A multi-use recreation trail will traverse the plat, connecting the unimproved SW 49<sup>th</sup> Street right-of-way to the west to the 184<sup>th</sup> Avenue right-of-way to the east, partially within the future community entrance from SW 184<sup>th</sup> Avenue between Lot 5 and the east lake.

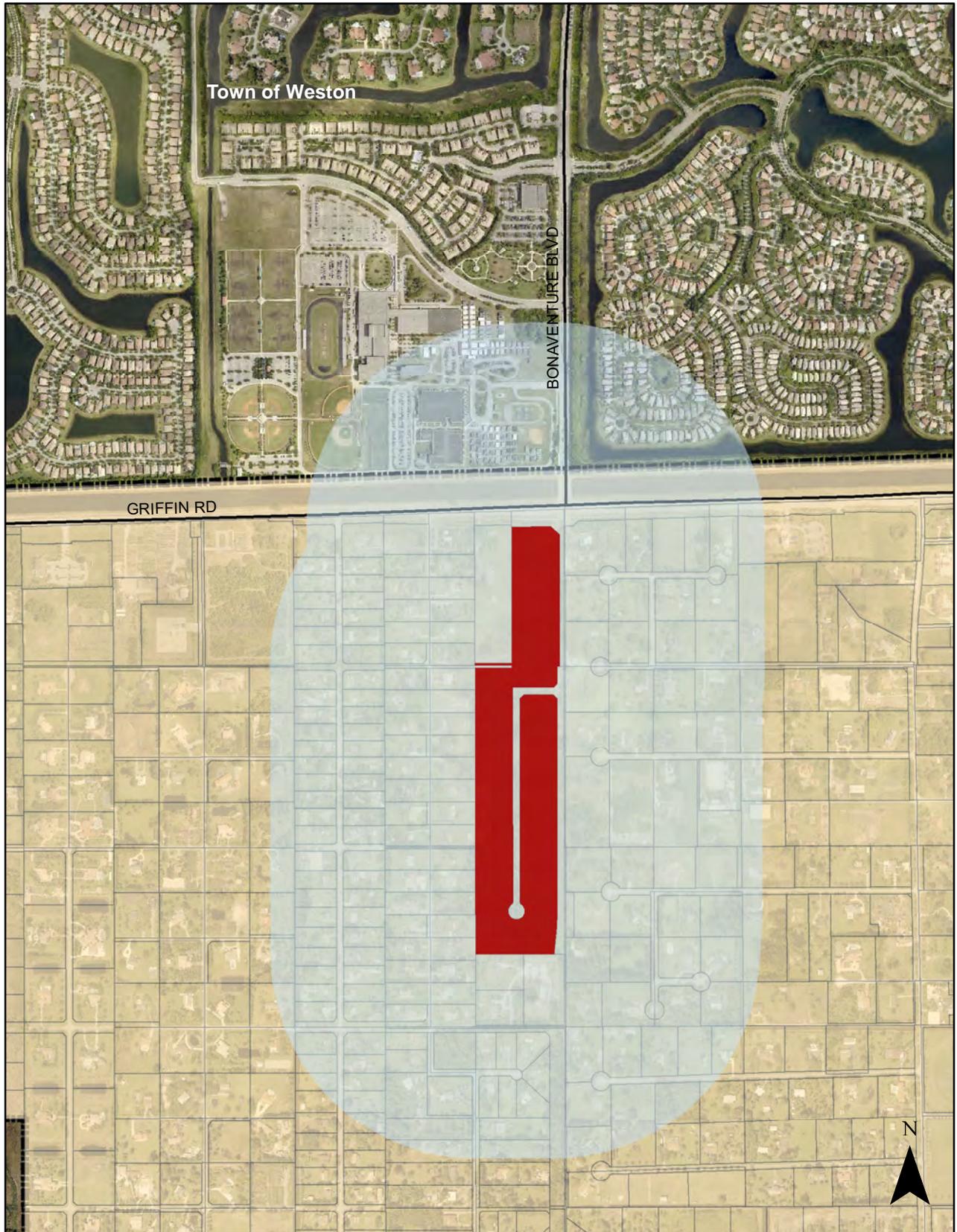
A community entrance sign is proposed within the Griffin Road Right-of-Way, and is subject to county permitting. The sign complies with the ULDC. A contemporary entrance feature 16 feet in height is proposed within the temporary ingress/egress easement in Lot 1. The entry feature is similar to a consists of two wall-like structures on either side of the inbound lane connected on the top by beams over the inbound lane.

## **RECOMMENDATION**

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.
3. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with conditions such as:
  - a. Approval of accompanying Application No. VC-27-17 to vacate and re-dedicate drainage easements within the Plat.

- b. Execution and Recordation of a Temporary Ingress/Egress Easement to connect Akai Drive to Griffin Road prior to issuance of the first building permit for a principal building.
- c. Execution and Recordation of an Ingress/Egress Easement to extend the internal street (Akai Drive) to the north, as new access for Lots 1 through 4 (originally to be accessed directly from SW 184<sup>th</sup> Avenue) prior to issuance of the first building permit for a principal building.
- d. The HOA shall be responsible for maintenance of the public right-of-way within the plat. Owner shall Indemnification the Town for the public right-of-way within the Plat prior to issuance of the first building permit for a principal building.
- e. Final approval of the HOA documents by the Town Attorney prior to their recordation, prior to issuance of the first building permit for a principal building.
- f. Provide certified cost estimate for onsite and designated offsite improvements (if any not bonded to Broward County) and surety bond in the amount of 125 percent of construction costs prior to issuance of the first building permit. Such improvements shall include the demucking and sodding or mulching of the multi-use trail.
- g. Record a document in the Broward County Public Records, to be approved as to form by the Town Attorney, providing notice to potential purchases that there are substantial improvements required in connection with the site plan approval that have not been bonded or otherwise guaranteed, and that the Town will not issue a building permit for any home until such time as the improvements have been bonded with the Town.
- h. SBDD approval required for plantings in drainage easements.
- i. Broward County Highway Construction and Engineering Division approval required for signage, landscaping and frontage road improvements within the Griffin Road Right-of-Way.
- j. Construction of any models with associated signage and parking, and any construction trailer shall require administrative approval.
- k. Administrative site plan modification will be required for the re-establishment of the signage and any entrance features at the permanent community entrance.
- l. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, legal, and any related expenses that the Town has or will incur as a direct cost of this application.

This page  
intentionally left blank



-  Subject Site | Akai Estates
-  1500 Ft Buffer
-  Southwest Ranches

SP-057-14  
Akai Estates



This page  
intentionally left blank

BCPA_TAX_ROLL.NAME_LINE_1	BCPA_TAX_ROLL.NAME_LINE_2	BCPA_TAX_ROLL.ADDRESS_LINE_1
OWENS,LARRY D		18101 SW 50 CT
VILLA,JOSE V		4821 SW 188 AVE
JACKSON,EDWARD	JACKSON,KIMBERLY	19151 SW 54 PL
STRECKFUS,ELISABETH I	ELISABETH I STRECKFUS REV TR	4979 SW 186 AVE
JACOB,RENY		5320 SW 186 AVE
BORGO,MIGUEL A & COLLEN		5340 SW 188 AVE
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
KORN,BARBARA L LE	KORN FAM REV LIV TR	5190 SW 188 AVE
GOSECO,FRANK B H/E	AUGUSTINE,KATHERINA MAE	5131 SW 188 AVE
BON HAES,ADRIENNE		18100 SW 50 ST
UNITED STATES OF AMERICA	%IRS %US DEPT OF TREASURY	10611 BALLS FORD RD STE 140
MAURICIO,ALFONSO & PAULA		18511 SW 54 PL
BROWARD COUNTY	BOARD OF COUNTY COMMISSIONER	115 S ANDREWS AVE RM 501-RP
BRANDT,LAURA	MAZZOTTI,FRANK	5550 SW 188 AVE
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
FAUBEL,GISELLE		18130 SW 50 CT
BISOGNO,GARRETT & KIMBERLY J		13550 SW 26 ST
CHRIST COVENANT CHURCH INC		4700 SW 188 AVE
VALDES,GRACE	VALDES,RUBEN	5400 SW 182 TER
IGLESIA MISION VIDA INC		15970 W STATE ROAD 84 #430
SUPRADEP CORP		4701 SW 188 AVE
LAKHANI,SALIM & SEEMA S		18201 SW 52 CT
MARQUEZ,GILBERT	ROMERO,JENNIFER	5101 SW 188 AVE
DUCROS,JEAN CLAUDE H/E	DUCROS,OLGA	4981 SW 186 AVE
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
CONNER,EUGENE K & ELIZABETH A		4901 SW 188 AVE
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
SNELL,MICHAEL A & SYLVIA A		18510 SW 55 ST
THELUSMA,LUDZEN & SURPRISE C		5011 SW 188 AVE
MASINECO CORP		7750 SW 117 AVE SUITE 301
MESSNER,HOWARD G		5490 SW 42 ST
MAURICIO,JOSEPH P	MORAL,LYNN M	18500 SW 54 PL
CO PENDALL LLC		5351 SW 182 TER
SUAREZ,SERGIO RAFAEL & ANNETTE		4881 SW 186 AVE
CROTHERS,DONN W & MARGARET V		5330 SW 186 AVE
RODRIGUEZ,ANTONIO & ANA		5331 SW 186 AVE
IGLESIA BAUTISTA	WEST BROWARD INC	20841 JOHNSON ST #103
OTERO,LEONARDO		5021 SW 188 AVE
CULBERTSON,ROXANNE	ROXANNE CULBERTSON TR	4800 SW 186 AVE
MCKINNEY,R R & VIRGINIA F		4810 SW 186 AVE
TOWN OF SOUTHWEST RANCHES		13400 GRIFFIN RD
MACMILLAN,RUSSELL JAMES	R J MACMILLAN REV LIV TR ETAL	18201 SW 50 CT
ABURTO,JANETE T &	ABURTO,JUAN F JR	5031 SW 188 AVE
RASKO,SUSAN E		4930 SW 188 AVE
GATOR FUND LLC		6183 MIAMI LAKES DR
PROOF,CARROLL L		5010 SW 188 AVE
COOPER,DARRYL & PAT		4800 SW 188 AVE
CHANDLER,CYNTHIA		5160 SW 188 AVE
AMADOR,JOSE L & ALEXANDRA C		18050 SW 50 CT
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
HAMER,SCOTT & DEBRA WHITICE		5280 SW 186 AVE
POU,CONNIE LE	POU,REMY LE ETAL	5101 SW 186 AVE
SAMSON LEGACY LLC		5000 SW 186 AVE
GRIFFIN ROAD 345 PROPERTY	OWNERS ASSOCIATION INC	PO BOX 820493
VILLAFRANCA,EDUARDO		6930 SW 178AVE
RAMIREZ,LUCAS B		5211 SW 186 AVE
WILLIAMS,RICHARD & MELANIE	RICHARD & M WILLIAMS REV LIV TR	18150 SW 50 ST
ALVAREZ,GABRIEL ANTONIO &	ALVAREZ,CARMEN ELVIRA	9468 NW 54 DORAL CIR LN
KONG,SHEK K & EUNICE		5341 SW 186 AVE
AMEZQUITA,EDGAR		4700 SW 186 AVE

BCPA_TAX_ROLL.CITY	X_RO	BCPA_TAX_ROLL.ZIP
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
MANASSAS	VA	20109
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33331
DAVIE	FL	33325
FORT LAUDERDALE	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33326
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
MIAMI	FL	33183
DAVIE	FL	33314
FORT LAUDERDALE	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
PEMBROKE PINES	FL	33029
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33330
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
MIAMI LAKES	FL	33014
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
PEMBROKE PINES	FL	33082
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
DORAL	FL	33178
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332

AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
TAVTIGIAN,MATTHEW A & ROWENA G		18310 SPRING ROAD
FERNANDEZ,CESAR A JR & CECILIA M		18100 SW 50 CT
SCHWEIN,PAUL DAVID & ANA M G		18900 SW 51 MNR
WALTON,CHRISTOPHER J	BYRNE,KASSANDRA	5100 SW 188 AVE
MAURICIO,ALFONSO & PAULA		18501 SW 54 PL
MARIE FLORE FILS- AIME LLC		18031 SW 52 CT
CIMETTA,KENNETH & CINDY		18251 SW 52 CT
MOMPOINT,NOE		18320 SW 52 CT
STICKLER,SEAN D		18090 SW 52 CT
ROGERS,STANLEY J JR & MICHELLE V		5221 SW 182 TER
LOVERA,LILIA A H/E	LOVERA,CARLOS A	18200 SW 52 CT
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
WEBB,RICHARD RAY & LINDA M		5130 SW 186 AVE
SUMMERLIN,RAY R & MARGARET J TRS		5180 SW 186 AVE
SOVIK,KIMBERLY S & JOHANNES B		5201 SW 186 AVE
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
ABLEMAN,JANINE & SAM C		18360 SW 55 ST
ALVAREZ,SANTIAGO F &	ALVAREZ,KATHERINE L	4347 SW 195 TER
NAPOLEON,BETSY		6043 SW 26 ST
KOBIALKA,KERRI	RODRIGUEZ,EDUARDO	18531 SW 55 ST
SILVESTRI,CAROL ANN H/E	SILVESTRI,MICHAEL A ETAL	18500 SW 55 ST
NADEAU,ROLAND J JR & TERESA A		18233 SW 48 ST
MANNY SANCHEZ REV TR	SANCHEZ,MANNY TRSTEE ETAL	14841 SW 31 CT
MORRIS,JAMES B LE	JAMES BYRON MORRIS REV LIV TR	18100 SW 55 ST
ARMAS,LILIANA &	CLARK,CHRISTOPHER	18900 SW 53 ST
COTTER,PATRICK & ANNETTE L		5401 SW 188 AVE
PATTON,SCOTT N	SCOTT N PATTON LIV TR	5280 SW 188 AVE
BENOIT,LESLEY & CLAUDETTE		4710 SW 186 AVE
RUPEREZ,EDUARDO	SPANO,ANDREA	5191 SW 188 AVE
FAINER,ERIC & LORRAINE		5491 SW 188 AVE
IVORY,JAMES ANTHONY		18300 SW 48 ST
TOWN OF SOUTHWEST RANCHES		13400 GRIFFIN RD
SANCHEZ,ROBERTO & MIRIAM		18391 SW 50 ST
AARON-TOUS,TARA E	TOUS,JORGE A JR	5051 SW 188 AVE
SPILLERS,WILLIAM F		5310 SW 186 AVE
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
GREAUX,PATRICK	PESTANA,MARITZA	5301 SW 186 AVE
CALDERON,RONNY & SUSAN	SUSAN & RONNY E CALDERON LIV T	18201 SW 52 LN
RAWCLIFFE,CATHY		18132 SW 50 CT
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
MURPHY,PATRICK LE	MURPHY,MAUREEN E LE	933 JOHN HENRY LEWIS RD
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
CHRIST COVENANT CHURCH INC		4700 SW 188 AVE
GARCIA,EVENECER H/E	GARCIA,DAMARIS	5431 SW 188 AVE
COLON,ENRIQUE SR & SONNIA		4810 SW 188 AVE
RIBEL,THOMAS E & SANDRA C		5461 SW 188 AVE
LOSENBECK,MICHAEL R & LORI L		5250 SW 188 AVE
SANDEFUR,W JR & MARSHA		4831 SW 188 AVE
WEDEL,HORST E & YOLANDA		18901 SW 53 ST
GONZALEZ,MARIA EUGENIA		18901 SW 50 ST
WALLACE,D EILENE EST		5250 SW 186 AVE
ADKINS,SUSAN		18201 SW 57 ST
FISCHER,N C & FISCHER,K W H/E	FISCHER,D & WHITTAKER-GAIDIS,P	4830 SW 188 AVE
VASZILY,DIANE A	DIANE A VASZILY TR	18241 SW 52 CT
RICKLES,LEE J LE	RICKLES,LAURA & RICKLES,JULIE	18311 SW 50 ST
AMADOR,JOSE LUIS & ALEXANDRA		18050 SW 50 CT
SCANDIZZO,J J & KAREN		5040 SW 188 AVE
HINDS,RAYMOND & JENISE		5520 SW 188 AVE
LEID,ALBA		4910 SW 186 AVE
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1

FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33332
SOUTHWEST RANCHES	FL	33331
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33331
MIRAMAR	FL	33029
MIRAMAR	FL	33023
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
DAVIE	FL	33331
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33330
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33331
FORT LAUDERDALE	FL	33301
DUNLAP	TN	37327
FORT LAUDERDALE	FL	33301
FORT LAUDERDALE	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301

SANCHEZ,ROBERTO & MIRIAM		18391 SW 50 ST
CORBO,SARA		18331 SW 55 ST
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
REBOLLOSO,LOUIS ANGEL	REBOLLOSO,PATRICIA VELIZ	4921 SW 186 AVE
POU,CONNIE & REMY		5101 SW 186 AVE
SNAPP,JASON		18511 SW 55 ST
MCINTYRE,DAVID & JANICE M		5161 SW 188 AVE
DIEDERICHS,HERBERT G		MUFFENDORFER HAUPT STR 27-29
DUPOUX,JEAN R & NAZEERA		18361 SW 57 ST
DOYLE,KRISTI	NORTH,RICKY	18520 SW 55 ST
MORELL,JOHNNY & WENDY		4921 SW 188 AVE
VILA,MICHAEL B & MARIA		5041 SW 186 AVE
BROWARD COUNTY	BOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP
N & D INVESTMENTS OF AMERICA INC		18400 GRIFFIN RD
CARBONE,DENISE H/E	CORIAT,CYNTHIA ELINA	5281 SW 188 AVE
HERRING,SHARON L	SHARON L HERRING TR	18301 SW 57 ST
DI MARTINO,JOSEPH A		5490 SW 188 AVE
TAYLOR,GEORGE E & JOYCE A		4880 SW 186 AVE
WRIGHT,MARTHA L		18340 SW 48 ST
CYPEN,MYLES G	RODRIGUEZ,RUBEN A	18201 SW 48 ST
BIRD,STEPHEN A & ROSALINA M		4850 SW 188 AVE
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1

GARVEY,FRANCIS W		5341 SW 188 AVE
DESOUSA,RAIMUNDO & CYNTHEA		5050 SW 188 AVE
CLARK,HARRY & LILLIAN M		5220 SW 188 AVE
MCCURDY,JULI		5010 SW 186 AVE
MORGAN,JUSTIN & LINDA LEE		4840 SW 188 AVE
KUMAR,RANA	KUMAR,AMEETA	18291 SW 50 ST
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
PRUNEDA,SILVIO & MARIVEL A		5351 SW 186 AVE
PRUNEDA,SILVIO & MARIVEL A		5351 SW 186 AVE
CYPRESS,CHARLEY W		18901 SW 54 PL
STRINGER,DONALD &	STRINGER,MELINDA	4851 SW 188 AVE
SHURE,TERRI		4900 SW 188 AVE
VILLA,CRISANTO JR & ROMANA		5000 SW 188 AVE
MARCAIDA,MARLEEN	MASI,MICHAEL	5221 SW 188 AVE
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1
PHILLIPS,PAUL B JR & PAMELA ANN		18301 SW 50 CT
FIGUEROA,ANGEL C & ILEANA		5020 SW 188 AVE
GUILLARMOD,JAMES D & CATHERINE		18300 SW 50 ST
EASTMAN,JOHN W		4801 SW 188 AVE
CAYNE,GARY		4801 SW 186 AVE
BUCK,MELVIN		5303 SW 178 AVE
MUSSMAN,LOUIS		18190 SW 52 LN
CHRIST COVENANT CHURCH INC		4700 SW 188 AVE
TORRES,ERIKA		18301 SW 50 ST
DAMIANI,GUITANO T & BRENDA LEE		5311 SW 188 AVE
GINORIS,LUIS & ESTELA		5210 SW 186 AVE
MOREIRAS,BIANCA		5460 SW 188 AVE
SANTAMARIA,MARIA ATILIA MENDIETA		5040 SW 186 AVE
VERCOE,RICHARD & CAROLE		5080 SW 186 AVE
SNODGRASS,CHARLES E & CECILIA E		18200 SW 48 ST
AKAI ESTATES LLC		333 LAS OLAS WAY #CU1

SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33331
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33332
*D-53177 BONN	DE	
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301
FORT LAUDERDALE	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301

SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33332
FORT LAUDERDALE	FL	33301
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
SOUTHWEST RANCHES	FL	33332
SOUTHWEST RANCHES	FL	33331
FORT LAUDERDALE	FL	33301

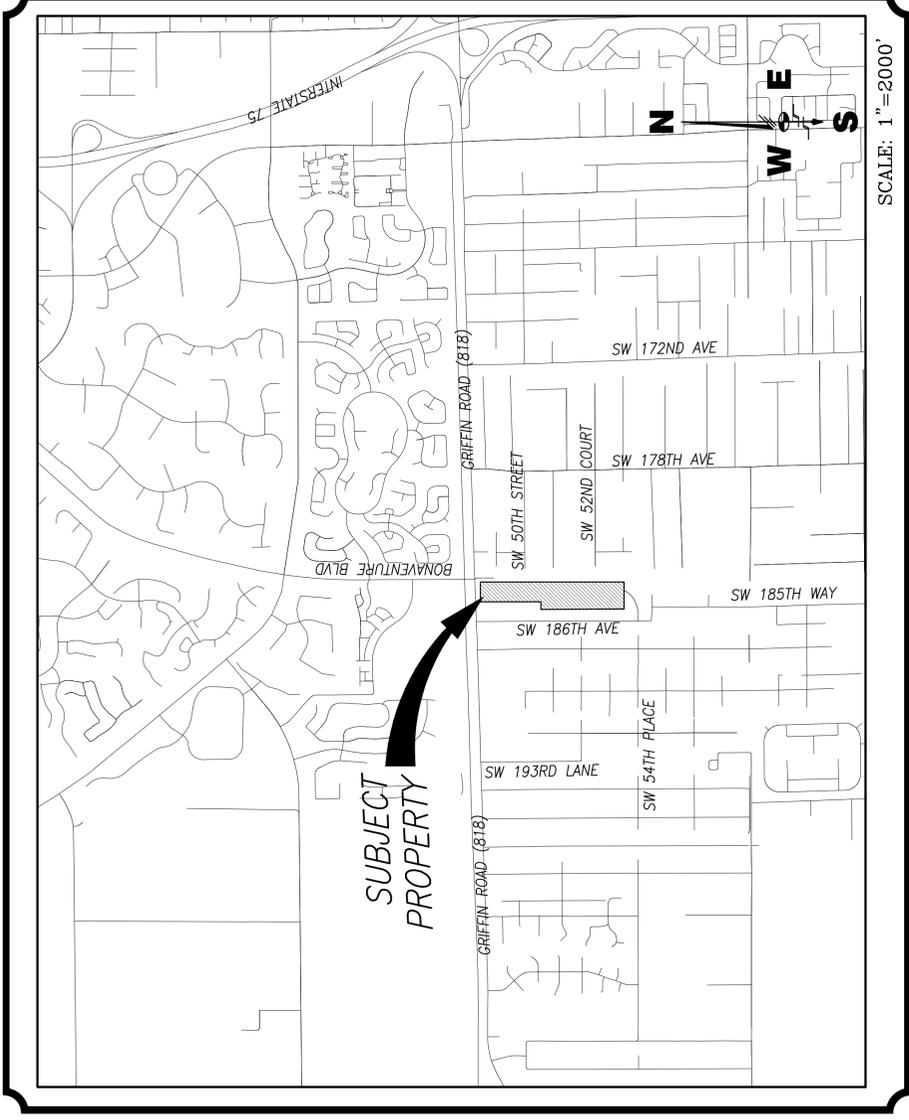
HARDEN,DANIEL J & JUDITH		5130 SW 188 AVE
SEIBEL,BRIAN		5041 SW 188 AVE
ZIMMERMAN,ROBERT & BETH		18901 SW 51 MNR
SHOMAR,SHADI &	SHOMAR,JOSEPH	8015 NW 162 ST
PLESCIA,JOSEPH R LE	MARTIN,JACQUELINE ETAL	5340 SW 186 AVE
TRUJILLO,ANDREA	ESPINOSA,FRANKLIN A	5000 SW 186 AVE
REYNOLDS,DAMON & ELISABETH		4841 SW 188 AVE
KANTNER,TANYA L		4811 SW 188 AVE
ALONSO,MANUEL R		5305 SW 186 AVE
BUTLER,MICHAEL G &	PALMER,P J	PO BOX 521020
GOLDFARB,J & JANET A		5001 SW 188 AVE
LAMB,DONA M LE	RASMUSSEN,ERNEST ETAL	18521 SW 55 ST
WIRTH,JOHN T & BONNIE R		5400 SW 188 AVE
AMODIE,WAYNE K JR	AMODIE,SHERESE	4911 SW 188 AVE
MAINS,JOEL &	MAINS,DAWN	4820 SW 188 AVE
STARK,PAMELA ANN		5200 SW 186 AVE
SUMMERLIN,HOWARD J H/E	SUMMERLIN,ANABEL	5311 SW 186 AVE
TOWN OF SOUTHWEST RANCHES		13400 GRIFFIN RD
RICARDO,OMAR		5111 SW 186 AVE
ROGERS,P JR & PATRICIA		5251 SW 188 AVE
AMADOR,ALEXANDRA C & JOSE L		18050 SW 50 CT
PALANK,JOSEPH PETER LE	BURGE,LISA ANN	4961 SW 186 AVE
BLONDIN,BERNARDIONO & J H/E	BLONDIN,ADOLFO	5131 SW 186 AVE
BOWMAN,BRET	BOWMAN,DEB	18900 SW 54 PL
NASSER,MOUSTAFA & MONA M		4890 SW 182 TER
ABDOOLLAH,SANDRA		711 SW 72 AVE
CAMEJO-ESCRIVA,LILIANA		5381 SW 186 AVE
ELIZABETH,LOIS		5430 SW 188 AVE
GRIFFIN ROAD 345 PROPERTY	OWNERS ASSOCIATION INC	PO BOX 820493
AMADOR,JOSE LUIS & ALEXANDRA C		18050 SW 50 CT
SOUFIA,NASSER &	SOUFIA,TANIA	1133 NW 135 CT
MULHEIM,CHERYL E & JOSEPH		18351 SW 50 CT
CHIRINO,SAMUEL		4920 SW 188 AVE
BURDICK,MERWIN R & JACQUELYN E		18101 SW 55 ST
TOURINO,MITCHELL & CRISTINA		14653 SUTHERLAND AVE
TOWN OF SOUTHWEST RANCHES		13400 GRIFFIN RD
RITTER,GUY N & PATRICIA A		4821 SW 186 AVE
PUBLIC LAND	% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
PUBLIC LAND	% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
BROWARD COUNTY	BOARD OF COUNTY COMMISSIONER	115 S ANDREWS AVE RM 501-RP
PUBLIC LAND	% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
PUBLIC LAND	% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
MATAMOROS,NOREN		18530 SW 55 ST
TOWN OF SOUTHWEST RANCHES		13400 GRIFFIN RD
MURPHY,CHRISTOPHER S		5620 SW 185 WAY
ZACCO,MARIO		13100 E PALOMINO DR
PERSONAL RESIDENCE TR	LEONI,TODD TRSTEE ETAL	5521 SW 185 WAY
BINGER,ROBERT K & HAZEL P		5600 SW 185 WAY
EPPS,CURTISS W & NANCY A	EPPS FAM TR	18600 SW 55 ST
VARGO,ELAINE LE	ELAINE VARGO REV LIV TR	5501 SW 186 AVE
PUBLIC LAND	% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
EPPS FAM TR	EPPS,CURTISS W & NANCY A TRSTE	18600 SW 55 ST
CAIRO,EUGENIA	GARCIA,GLADYS	5441 SW 186 AVE
PEDRO,ANTONIO C & JANETE G	PEDRO FAMILY REV TR	5621 SW 185 WAY
SEARLE,JEFFREY D & ANDREA L	JEFFREY D SEARLE REV TR	18200 SW 52 LANE
MARRERO,GUSTAVO JR & JEAN E		18201 SW 55 ST
CHORATH,CYRIL P	CHORATH,TESSY	15901 N SEDGEWYCK CIR
PUBLIC LAND	% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD



# AKAI ESTATES

## TOWN OF SOUTHWEST RANCHES CIVIL DEVELOPMENT PLANS

April 2014



- INDEX TO DRAWINGS -

Sheet Title	Sheet Number
COVER SHEET	C-1
SITE PLAN - SHEET 1	S-1
SITE PLAN - SHEET 2	S-2
SITE PLAN - SHEET 3	S-3
SITE PLAN - SHEET 4	S-4
ARCHITECTURAL ELEVATIONS	A-4.1
PAVING, GRADING AND DRAINAGE OVERALL	C-2
PAVING, GRADING AND DRAINAGE PLAN	C-3
PAVING, GRADING AND DRAINAGE PLAN	C-4
PAVING, GRADING AND DRAINAGE DETAILS	C-5
PAVING, GRADING AND DRAINAGE SECTIONS	C-6
PAVING, GRADING AND DRAINAGE SECTIONS	C-7
PAVING, GRADING AND DRAINAGE SECTIONS	C-8
PAVING, GRADING AND DRAINAGE DETAILS	C-08B
PAVEMENT MARKING AND SIGNAGE PLAN	C-10
PAVEMENT MARKING AND SIGNAGE PLAN	C-11
PAVEMENT MARKING AND SIGNAGE PLAN	C-12
PAVEMENT MARKING AND SIGNAGE PLAN	C-13
EROSION AND SEDIMENT CONTROL DETAILS-1	C-14
EROSION AND SEDIMENT CONTROL DETAILS-2	C-15
EROSION AND SEDIMENT CONTROL DETAILS-3	C-16
FIRE PROTECTION KEY SHEET	C-17
FIRE PROTECTION -1	C-18
FIRE PROTECTION -2	C-19
FIRE PROTECTION -3	C-20
TREE DISPOSITION PLAN	TD-1
SITE LANDSCAPE PLAN	L-1
NORTH SECTOR LANDSCAPE PLAN	L-2
CENTRAL SECTOR LANDSCAPE PLAN	L-3
SOUTH SECTOR LANDSCAPE PLAN	L-4
EAST LANDSCAPE BERM LANDSCAPE PLAN	L-4.1
WEST LANDSCAPE BERM LANDSCAPE PLAN	L-4.2
LANDSCAPE DETAILS, SPECIFICATIONS ETC.	L-5
TYPICAL LOT LANDSCAPE PLAN	L-6
SITE IRRIGATION PLAN	IRR-1
SECTOR IRRIGATION PLAN	IRR-2.1
SECTOR IRRIGATION PLAN	IRR-2.2
SECTOR IRRIGATION PLAN	IRR-2.3
IRRIGATION DETAILS, NOTES, SPECIFICATIONS ETC.	IRR-2.4

LOCATION SKETCH  
1"=2000'

NOTE:  
THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.) AND ARE EXPRESSED IN FEET. TO CONVERT TO NAVD (PLEASE SUBTRACT) THE OFFICIAL BROWARD COUNTY SINGLE AVERAGE CONVERSION FACTOR (ACF). THE ACF IN BROWARD COUNTY IS (1.31 FEET)

SITE PLAN  
FILE No. B-1977  
**C-1**  
SHEET 1 OF 41

By: John C. Tello  
Asst. Vice Pres.  
Registered Engineer No. 77587  
State of Florida

EXISTING LEGEND	
ADRIAL TARGET	SWIMWAY SEWER MANHOLE
ALUMINUM LIGHT POST (SINGLE)	SPACE CONNECTION
ALUMINUM LIGHT POST (DOUBLE)	SPRINKLER PUMP
ALUMINUM LIGHT POST (TRIPLE)	STANDPIPE
ALUMINUM LIGHT POST (QUAD)	STORM SEWER MANHOLE
ANCHOR/CLAY PIPE	STREET LIGHT HAND HOLE
BACKFLOW PREVENTER ASSEMBLY	TELEPHONE BOX (SOUTHERN BELL)
CATCH BASIN	TELEPHONE HAND HOLE
CENTERLINE	TELEPHONE MANHOLE (S&L BELL)
CHECK VALVE ASSEMBLY	TELEPHONE PARAPHONE
COLUMN (CIRCULAR)	TRAFFIC SIGNAL POLE
CONCRETE LIGHT POLE (DOUBLE)	UNDERGROUND UTILITY MARKER
CORNER POLE	UNKNOWN UTILITY MANHOLE
CORNER POLE	UNKNOWN UTILITY HAND HOLE
CORNER POLE	WATER METER
ELECTRIC BOX	WATER VALVE
ELECTRIC HAND HOLE	WOOD LIGHT POLE
ELEVATIONS (SEE NOTES FOR DATUM)	HANDICAP PARKING
FLAPWALL	STREET PARKING
FLOW LINE	

SCALE: 1"=2000'

LOCATION SKETCH  
1"=2000'

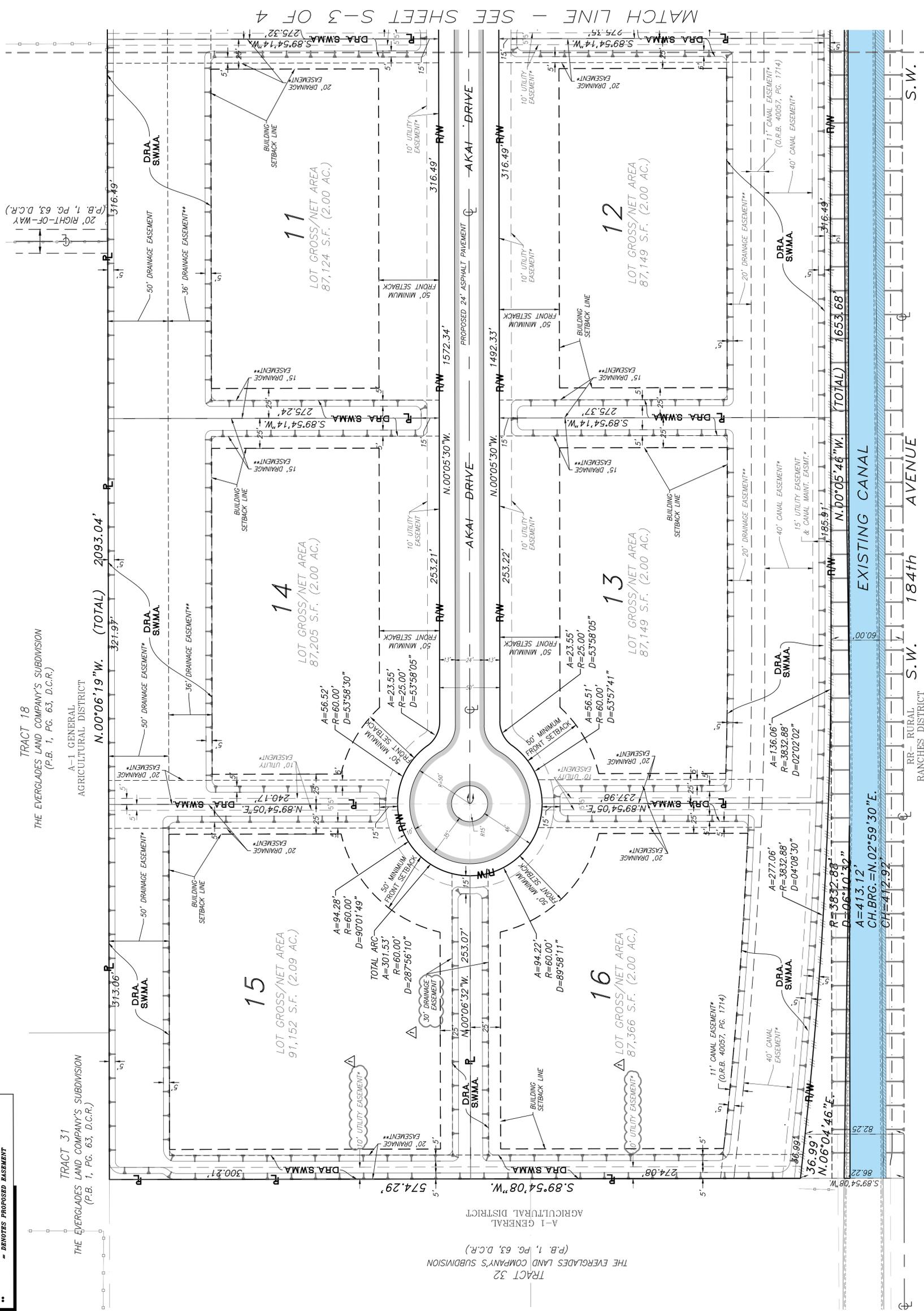
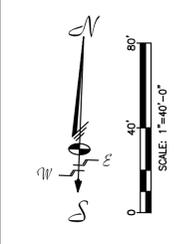
*p r e p a r e d b y*

SCHWEBKE-SHISKIN & ASSOCIATES, INC.  
3240 CORPORATE WAY, MIRAMAR, FL. 33025  
LAND PLANNERS - ENGINEERS - LAND SURVEYORS (LB & CA#87)  
TEL: (305)652-7010 FAX: (305)652-8284

Always call 811 two full business days before you dig



- SITE PLAN LEGEND:**
- DENOTES SURFACE WATER MANAGEMENT AREA
  - DENOTES RIGHT-OF-WAY
  - DENOTES PROPERTY LINE
  - DENOTES EXISTING EDGE OF PAVEMENT
  - DENOTES PROPOSED GUARD RAIL
  - DENOTES PROPOSED CENTER LINE
  - DENOTES PROPOSED PAVEMENT
  - DENOTES LOT NUMBER
  - DENOTES EXISTING EASEMENT
  - DENOTES PROPOSED EASEMENT



**Schwabke Shiskin & Associates, Inc.**  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND PLANNERS  
 LE#87  
 9340 CORPORATE WAY  
 MIAMI, FL 33025  
 TEL: (305) 652-7010  
 FAX: (305) 652-8284

**REVISIONS**

Date	By	Remarks
6/2/15	GENERAL	GENERAL REVISIONS - SET

**AKAI ESTATES**  
 SITE PLAN  
 SHEET 2

TOWN OF SOUTHWEST RANCHES, FLORIDA, SEC. 36-50-39  
 Drawn By: MDG Date: 08/28/14  
 Checked By: JCT Date: 08/28/14  
 Order No: 2003183 PR 00000 Pg. 00  
 Drawing Status: Preliminary  
 By: John C. Tello  
 Asst. Vice Pres.  
 Registered Engineer No. 71587  
 State of Florida  
 Scale: As Noted  
 File No. B-1977  
 Dwg. No. S-2  
 OF: 41

NOTE: Electronic copies of this drawing will bear the raised seal of the attesting Professional Engineer or Professional Land Surveyor.

MATCH LINE - SEE SHEET S-3 OF 4

TRACT 18  
 THE EVERGLADES LAND COMPANY'S SUBDIVISION  
 (P.B. 1, PG. 63, D.C.R.)  
 A-1 GENERAL  
 AGRICULTURAL DISTRICT  
 N.00°06'19"W. (TOTAL) 2093.04'

TRACT 31  
 THE EVERGLADES LAND COMPANY'S SUBDIVISION  
 (P.B. 1, PG. 63, D.C.R.)

TRACT 32  
 THE EVERGLADES LAND COMPANY'S SUBDIVISION  
 (P.B. 1, PG. 63, D.C.R.)  
 A-1 GENERAL  
 AGRICULTURAL DISTRICT

EXISTING CANAL  
 CH.BRG. = N.02°59'30"E.  
 A=413.12'  
 R=3632.88'  
 D=02°02'02"

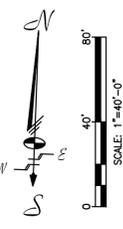
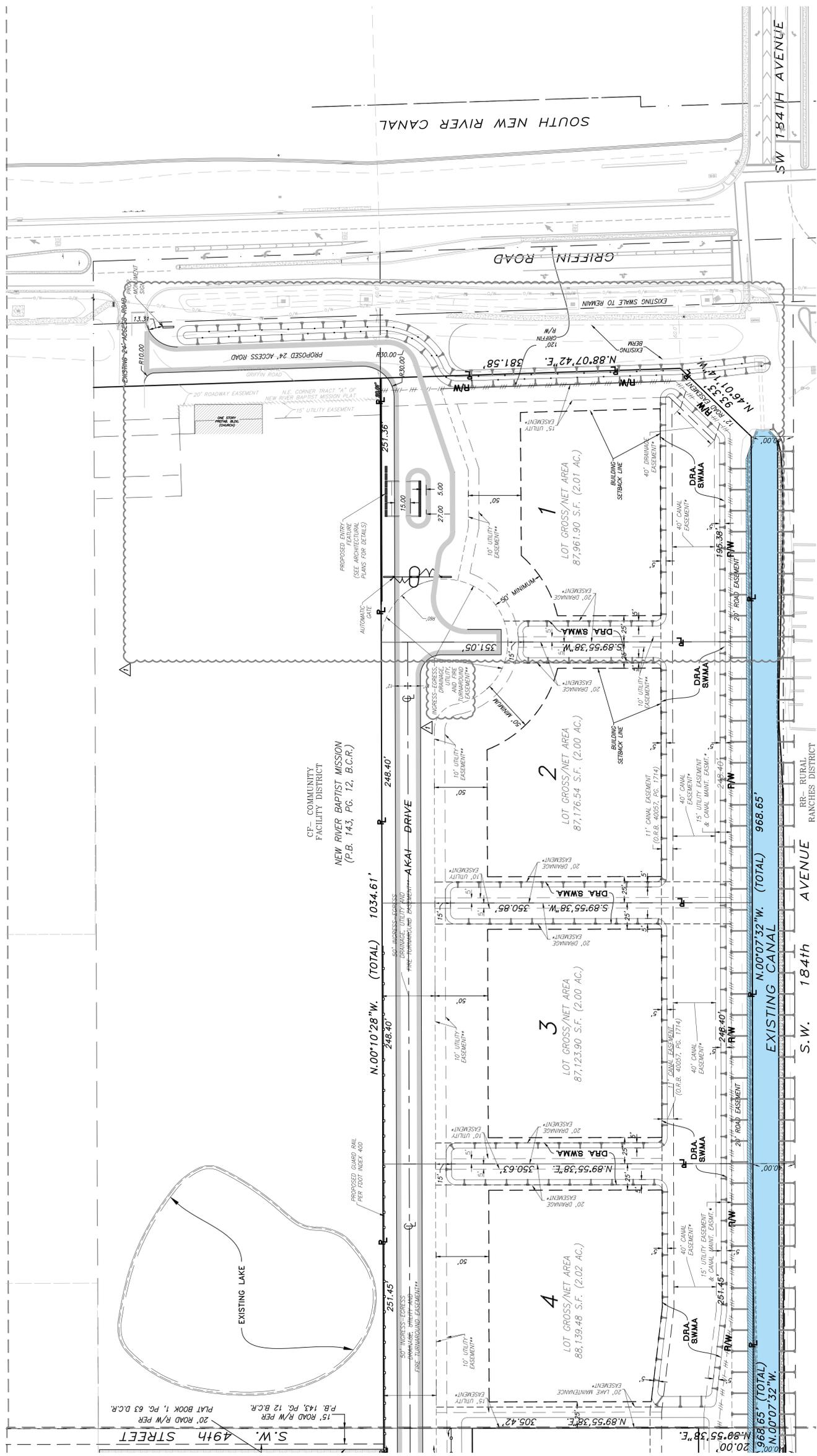
RR - RURAL  
 RANCHES DISTRICT  
 S.W. 184th AVENUE



MATCH LINE - SEE SHEET S-4 OF 4

**SITE PLAN LEGEND:**

- S.W.M.A = DENOTES SURFACE WATER MANAGEMENT AREA
- R/W = DENOTES RIGHT-OF-WAY
- E = DENOTES PROPERTY LINE
- = DENOTES EXISTING PROPERTY LINE
- = DENOTES PROPOSED EDGE OF PAVEMENT
- = DENOTES PROPOSED GUARD RAIL PER FOOT INDEX 400
- = DENOTES CENTER LINE
- = DENOTES PROPOSED PAVEMENT
- 10 = DENOTES LOT NUMBER
- = DENOTES EXISTING EASEMENT
- .. = DENOTES PROPOSED EASEMENT



**Schwabke Shiskin & Associates, Inc.**  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND PLANNERS  
 LB#87 CA#87  
 3340 CORPORATE WAY  
 MIAMI, FL 33109  
 TEL: (305)652-7010  
 FAX: (305)652-8284

**REVISIONS**

Date	By	Remarks
6/2/15	GERMEL PEREZ/ML	LOT

**AKAI ESTATES**  
 SITE PLAN  
 SHEET 3  
 TOWN OF SOUTHWEST RANCHES, FLORIDA, SEC. 36-50-39

Drawn By: MDC Date: 08/28/14  
 Checked By: JCT Date: 08/28/14  
 Order No. 203183 PR 0000 Pg.00  
 Drawing Status: Preliminary  
 By: John C. Tello  
 Asst. Vice Pres.  
 Registered Engineer No. 71567  
 State of Florida  
 Scale: As Noted  
 File No. B-977  
 Dwg. No. S-4  
 OF: 41

NOTE: Authentic copies of this drawing will bear the raised seal of the attesting Professional Engineer or Professional Land Surveyor.

REVISION	BY:
Δ 07/17/16	R.E.T
Δ 11/9/16	R.E.T

GUSTAVO J. CARONELL, P.A.  
 Architect and Planner  
 1457 N.E. 4th Ave.  
 Ft. Lauderdale, Florida, 33304  
 (954) 462-6565  
 Member American Institute of Architects

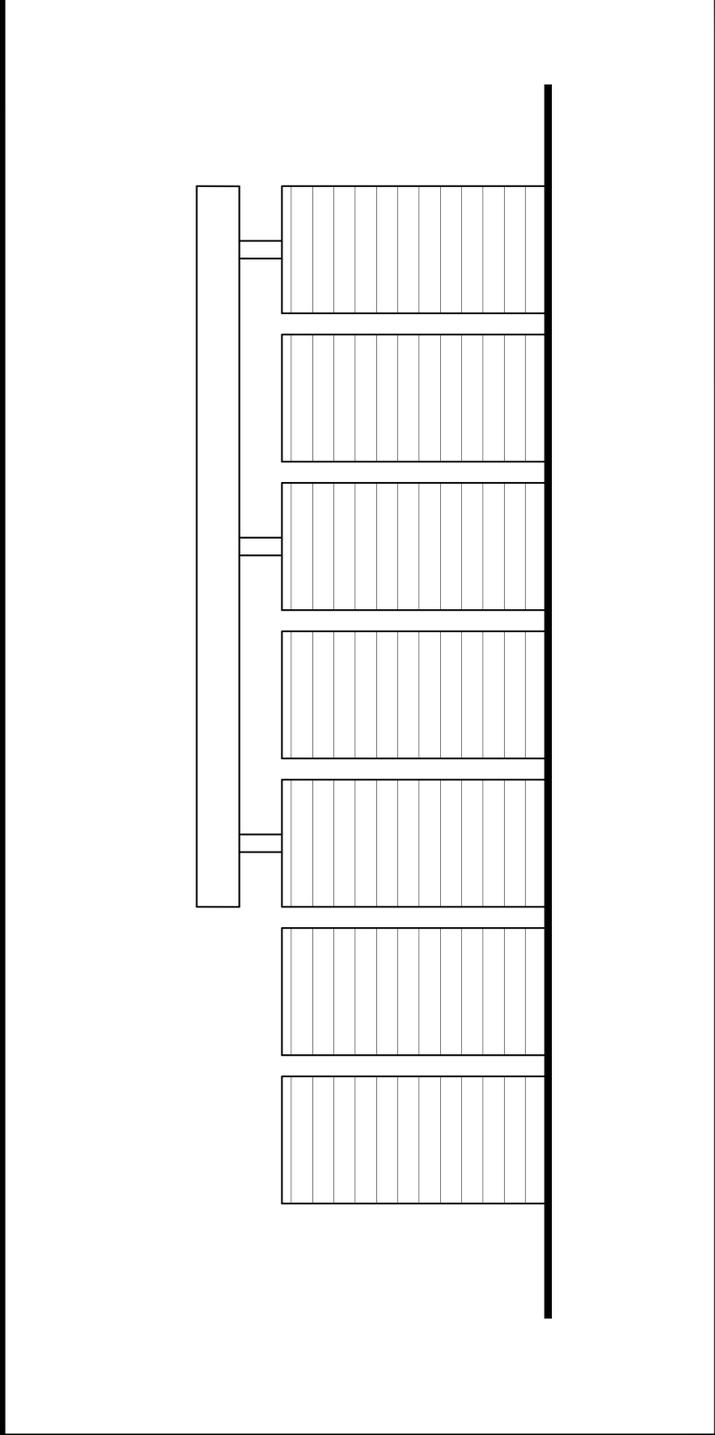


SINGLE FAMILY DEV. FOR  
 DOWNEY RANCHES  
 GRIFFIN ROAD  
 TOWN OF SOUTHWEST RANCHES, FLORIDA

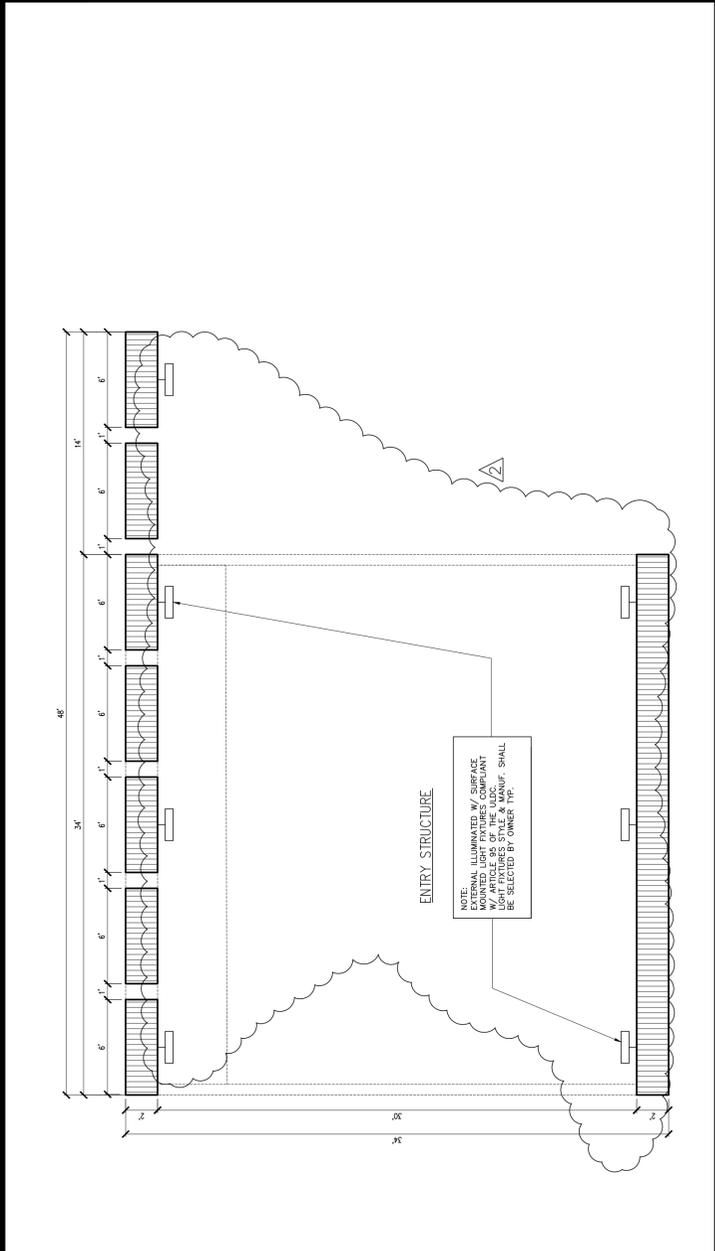
SEAL: AS NO. 26079567  
 AS NO. 2600131  
 AX NO. 2600131

DRAWN	R.E.T
CHECKED	G.J.C.
DATE	12/20/2015
SCALE	AS NOTED
JOB NO.	14-017
SHEET	

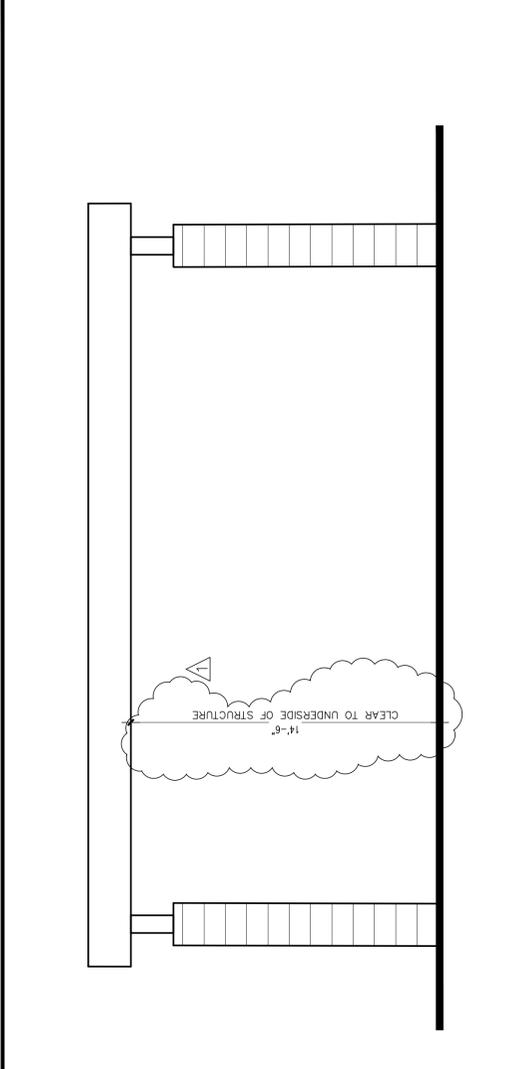
**A-4**  
 OF SHEETS



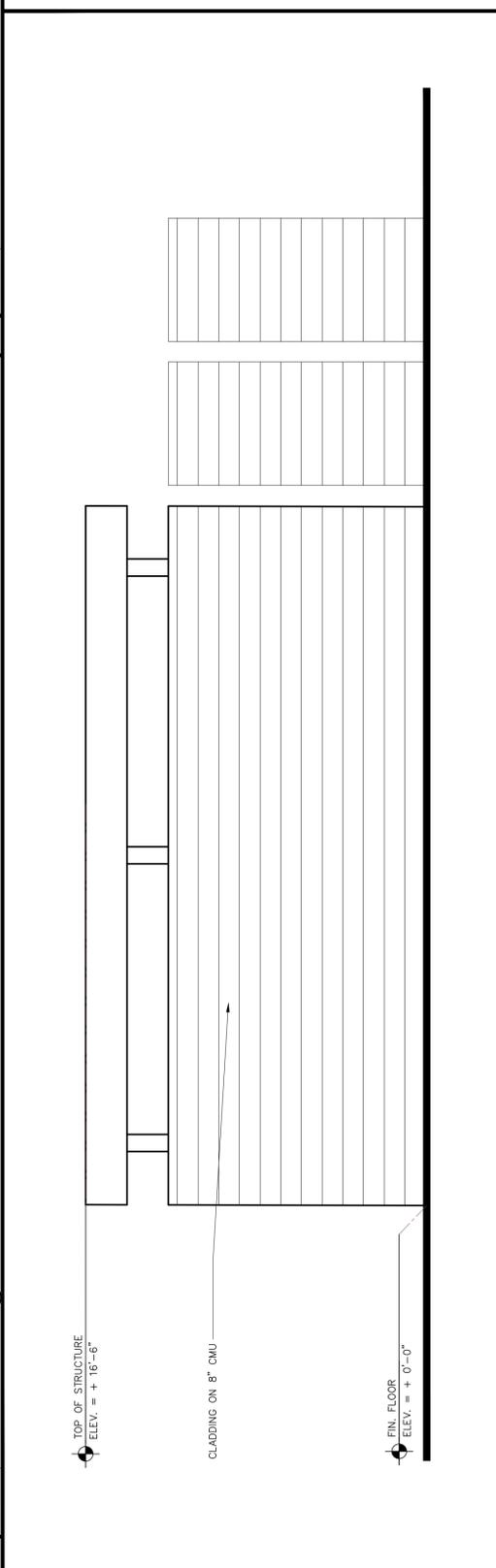
**2 WEST ELEVATION**  
 SCALE: 1/4" = 1'-0"



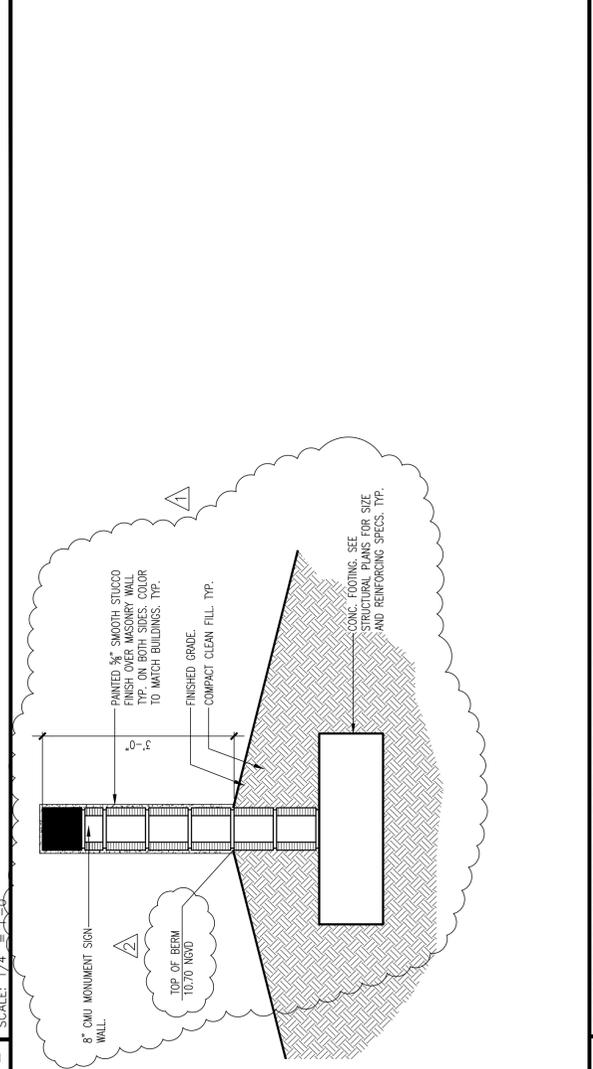
**1 FLOOR PLAN** NORTH  
 SCALE: 3/16" = 1'-0"



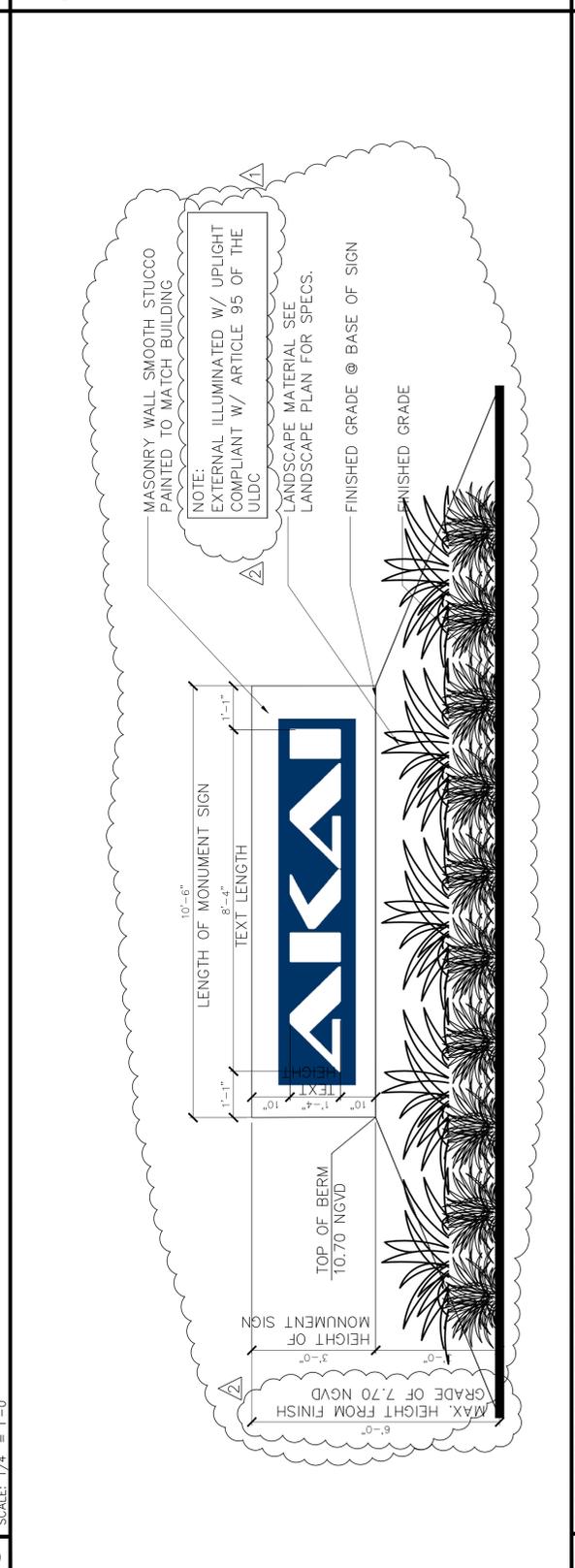
**4 NORTH/SOUTH ELEVATION**  
 SCALE: 1/4" = 1'-0"



**3 EAST ELEVATION**  
 SCALE: 1/4" = 1'-0"



**6 MONUMENT SIGN DETAIL**  
 SCALE: 3/4" = 1'-0"



**5 MONUMENT SIGN ELEVATION**  
 SCALE: 1/2" = 1'-0"

REVISION	BY:
11/9/16	R.E.T


  
**GUSTAVO J. CARBONELL, P.A.**  
 Architect and Planner  
 1457 N.E. 4th Ave.  
 Ft. Lauderdale, Florida, 33304  
 (954) 462-6565  
 Member American Institute of Architects

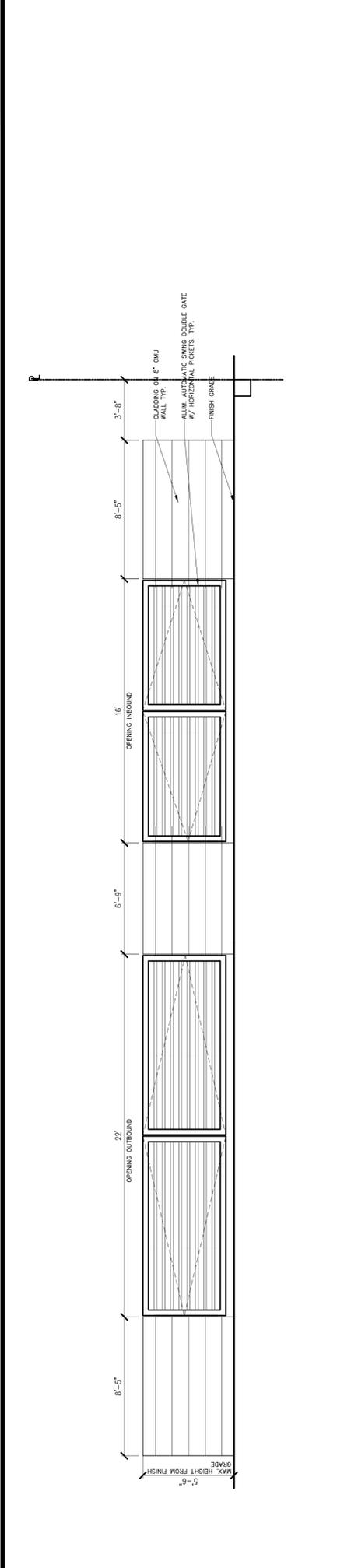
**SINGLE FAMILY DEV. FOR**  
**DOWNEY RANCHES**  
 GRIFFIN ROAD  
 TOWN OF SOUTHWEST RANCHES, FLORIDA

SEAL: AS NO. 300797  
 PA. NO. 2600131

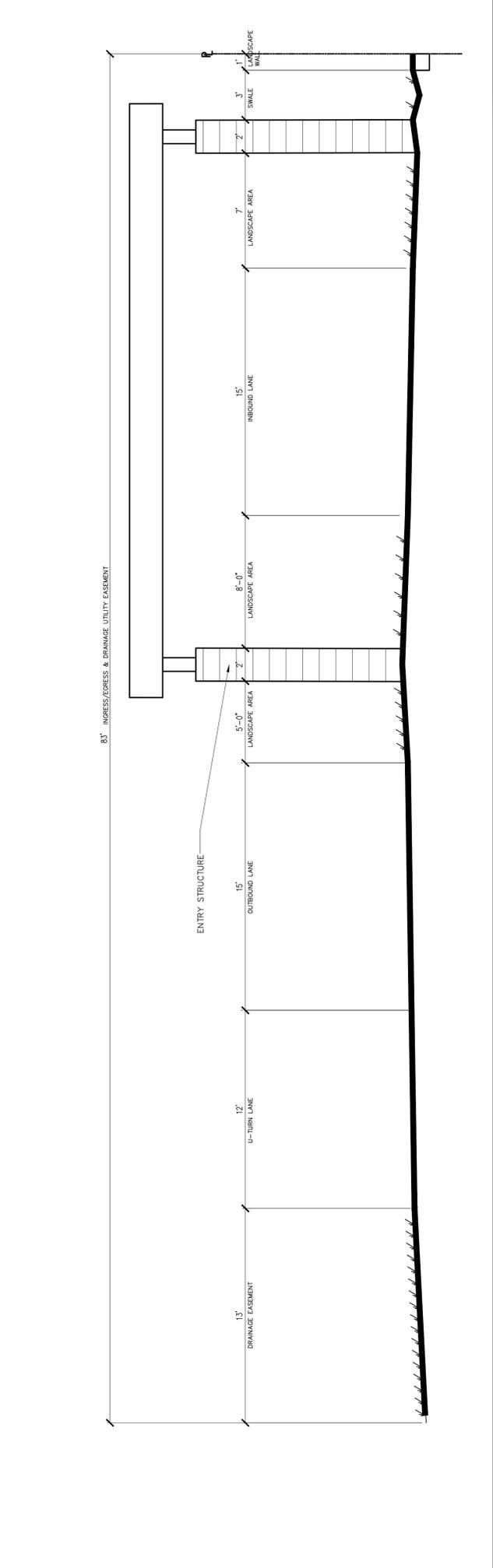
DRAWN	R.E.T
CHECKED	G.J.C.
DATE	12/20/2015
SCALE	AS NOTED
JOB NO.	14-017
SHEET	

A-4.1

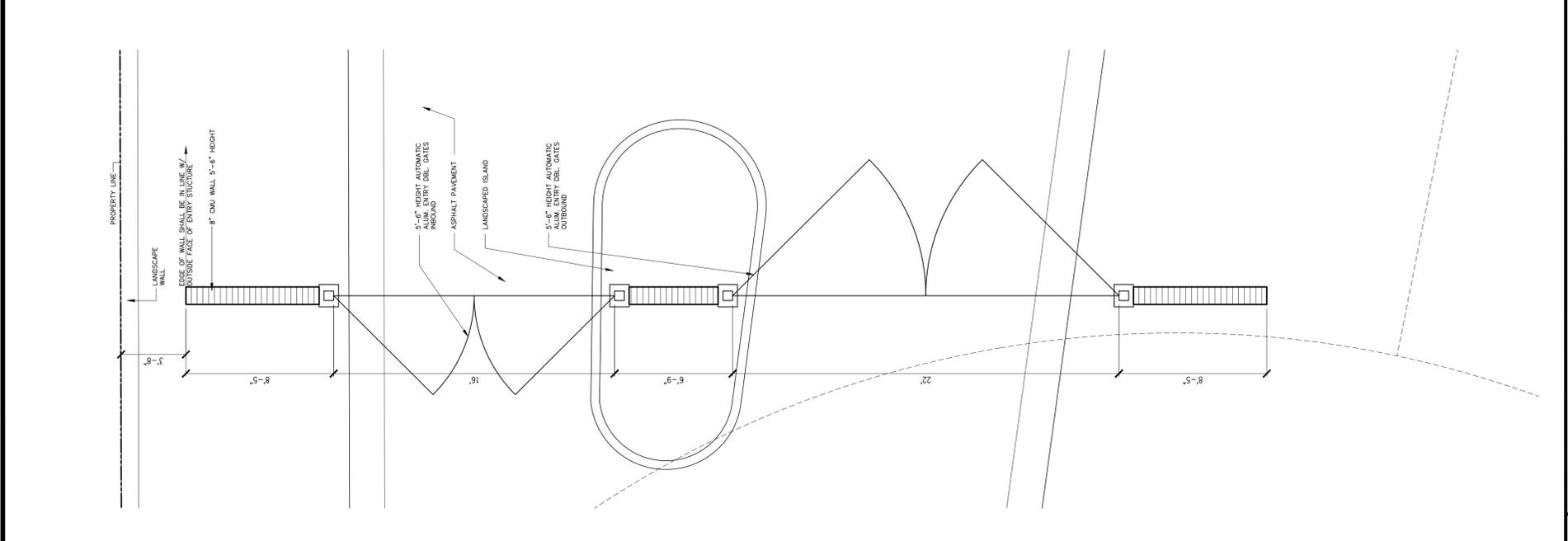
OF SHEETS



**2 ELEVATION @ ENTRY GATES**  
SCALE: 1/4" = 1'-0"



**3 NORTH ELEVATION @ ENTRY STRUCTURE**  
SCALE: 1/4" = 1'-0"



**1 ENTRY GATES PLAN VIEW** NORTH  
SCALE: 1/4" = 1'-0"



# AKAI ESTATES

## PAVING, GRADING AND DRAINAGE PLAN

### PLAN VIEW

TOWN OF SOUTHWEST RANCHES, FLORIDA, SEC. 36-50-39

Drawn By: BP Date: 08/28/14  
 Checked By: JCT Date: 08/28/14  
 Order No: 2013153 FR 0000 Pg. 00  
 Drawing Status: Preliminary

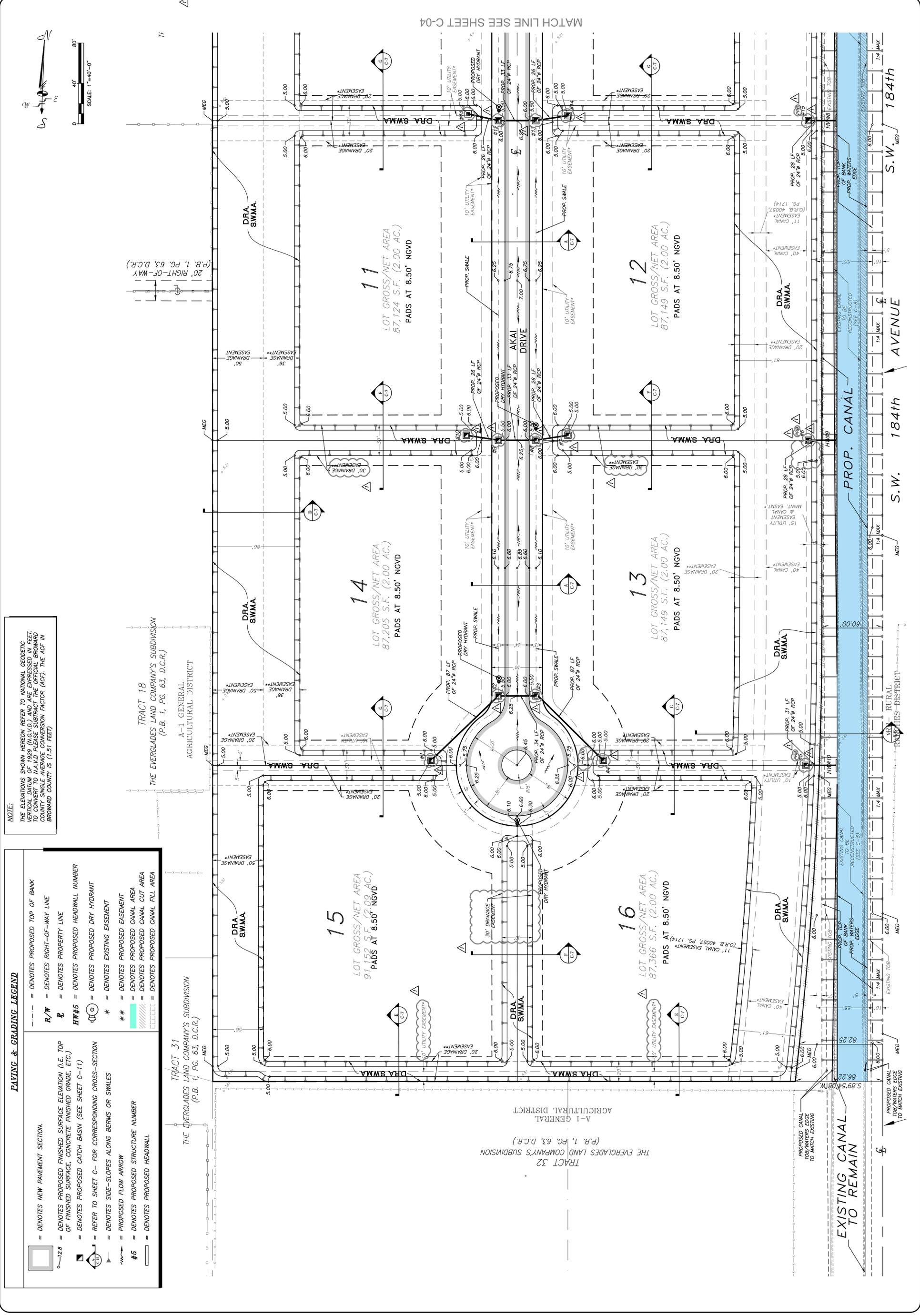
By: John C. Tello  
 Asst. Vice Pres.  
 Registered Engineer No. 71567  
 State of Florida

Scale: As Noted  
 File No. B-1977  
 Dwg. No. C-3  
 OF: 41

**Schwabke Shiskin & Associates, Inc.**  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND PLANNERS  
 LB#87 CA#87

3340 CORPORATE WAY  
 MIRAMAR, FL 33025  
 TEL: (305)652-7010  
 FAX: (305)652-8284

REVISIONS	Date	By	Remarks
	6/2/15	GENERAL	REVISION



**NOTE:**  
 THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.) AND ARE EXPRESSED IN FEET. TO CONVERT TO N.A.S.D. PLEASE SUBTRACT THE OFFICIAL BROWARD COUNTY SINGLE AVERAGE CONVERSION FACTOR (ACF). THE ACF IN BROWARD COUNTY IS (1.51 FEET)

**PAVING & GRADING LEGEND**

	= DENOTES NEW PAVEMENT SECTION.
	= DENOTES PROPOSED FINISHED SURFACE ELEVATION (I.E. TOP OF FINISHED SURFACE, CONCRETE FINISHED GRADE, ETC.)
	= DENOTES PROPOSED CATCH BASIN (SEE SHEET C-11)
	= DENOTES SIDE-SLOPES FOR CORRESPONDING CROSS-SECTION
	= PROPOSED FLOW ARROW
	#5 = DENOTES PROPOSED STRUCTURE NUMBER
	= DENOTES PROPOSED HEADWALL
	R/W = DENOTES PROPOSED RIGHT-OF-WAY LINE
	P = DENOTES PROPERTY LINE
	HW#5 = DENOTES PROPOSED HEADWALL NUMBER
	= DENOTES PROPOSED DRY HYDRANT
	* = DENOTES EXISTING EASEMENT
	** = DENOTES PROPOSED EASEMENT
	= DENOTES PROPOSED CANAL AREA
	= DENOTES PROPOSED CANAL CUT AREA
	= DENOTES PROPOSED CANAL FILL AREA

# AKAI ESTATES

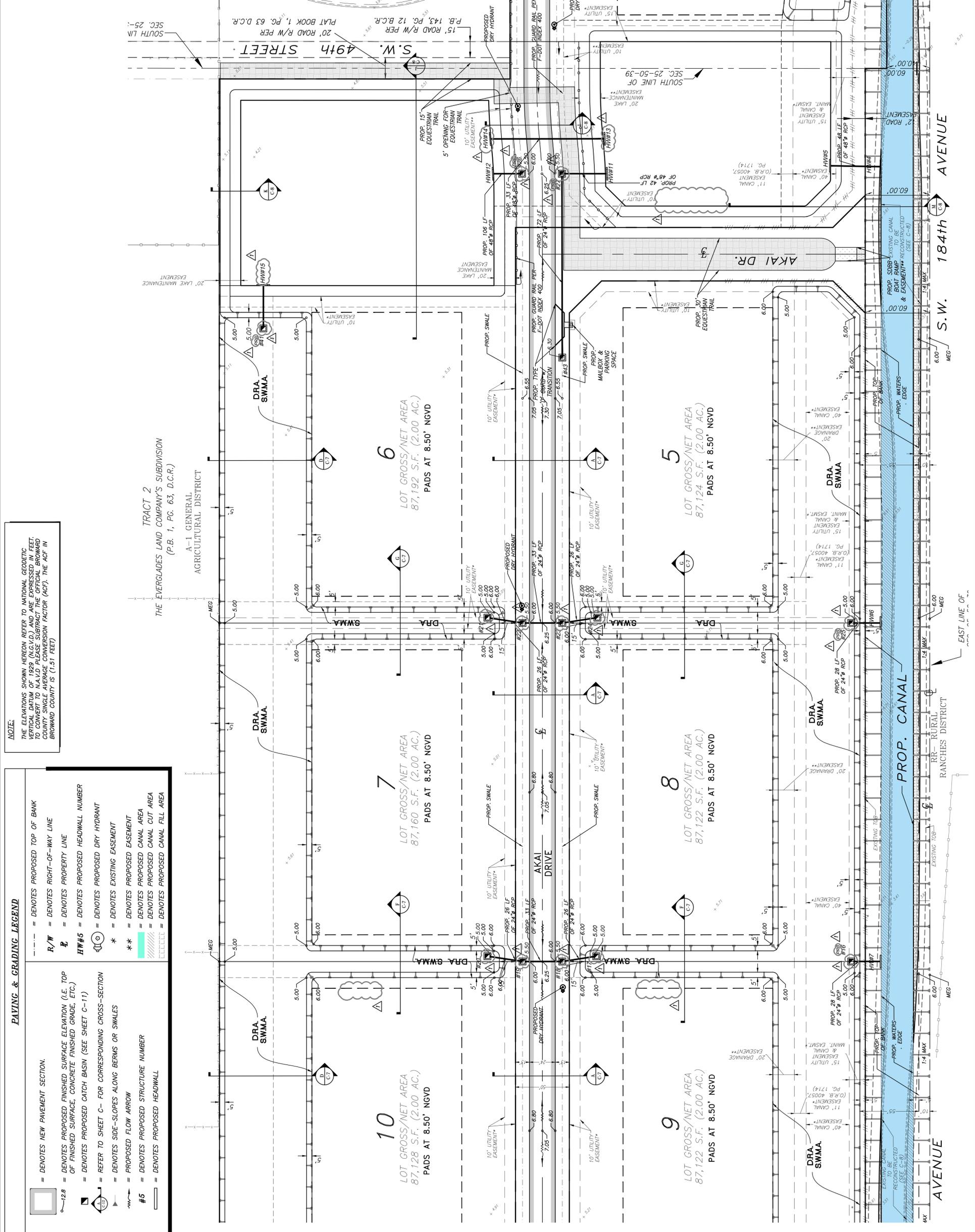
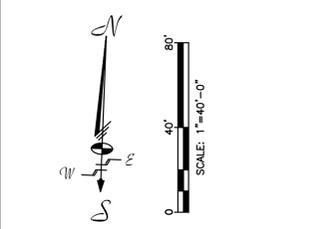
## PAVING, GRADING AND DRAINAGE PLAN

TOWN OF SOUTHWEST RANCHES, FLORIDA, SEC. 36-50-39

Drawn By: BP Date: 08/29/14  
 Checked By: JCT Date: 08/28/14  
 Order No: 2013153 FR 0000 Pg. 00  
 Drawing Status: Preliminary  
 By: John C. Tello  
 Asst. Vice Pres.  
 Registered Engineer No. 71567  
 State of Florida  
 Scale: As Noted  
 File No. B-1977  
 Dwg. No. C-4  
 OF: 41

**Schwabke Shiskin & Associates, Inc.**  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND PLANNERS  
 LB#87  
 3340 CORPORATE WAY  
 MIRAMAR, FL 33025  
 TEL: (305)652-7010  
 FAX: (305)652-8284

Date	By	Remarks
6/2/15	GENERAL	REVISIONS



**NOTE:**  
 THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.) AND ARE EXPRESSED IN FEET. TO CONVERT TO N.A.S.D. PLEASE SUBTRACT THE OFFICIAL BROWARD COUNTY SINGLE AVERAGE CONVERSION FACTOR (ACF). THE ACF IN BROWARD COUNTY IS (1.51 FEET)

**PAVING & GRADING LEGEND**

- = DENOTES PROPOSED TOP OF BANK
- R/W = DENOTES RIGHT-OF-WAY LINE
- P = DENOTES PROPERTY LINE
- HW#5 = DENOTES PROPOSED HEADWALL NUMBER
- ⊙ = DENOTES PROPOSED DRY HYDRANT
- \* = DENOTES PROPOSED EASEMENT
- \*\* = DENOTES PROPOSED EASEMENT
- = DENOTES PROPOSED CANAL AREA
- = DENOTES PROPOSED CANAL CUT AREA
- = DENOTES PROPOSED CANAL FILL AREA

**PAVING & GRADING LEGEND (continued)**

- = DENOTES NEW PAVEMENT SECTION.
- 12.8 = DENOTES PROPOSED FINISHED SURFACE ELEVATION (I.E. TOP OF FINISHED SURFACE, CONCRETE FINISHED GRADE, ETC.)
- = DENOTES PROPOSED CATCH BASIN (SEE SHEET C-11)
- = REFER TO SHEET C- FOR CORRESPONDING CROSS-SECTION
- = DENOTES SIDE-SLOPES ALONG BERMS OR SWALES
- = PROPOSED FLOW ARROW
- #5 = DENOTES PROPOSED STRUCTURE NUMBER
- = DENOTES PROPOSED HEADWALL

# AKAI ESTATES

## PAVING, GRADING AND DRAINAGE PLAN

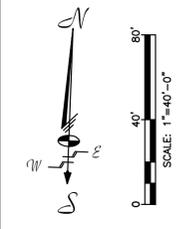
### PLAN VIEW

TOWN OF SOUTHWEST RANCHES, FLORIDA, SEC. 36-50-39

Drawn By: BP Date: 08/29/14  
 Checked By: JCT Date: 08/28/14  
 Order No: 2013153 FR 0000 Pg. 00  
 Drawing Status: Preliminary  
 By: John C. Tello  
 Asst. Vice Pres.  
 Registered Engineer No. 71567  
 State of Florida  
 Scale: As Noted  
 File No. B-1977  
 Dwg. No. C-5  
 OF: 41

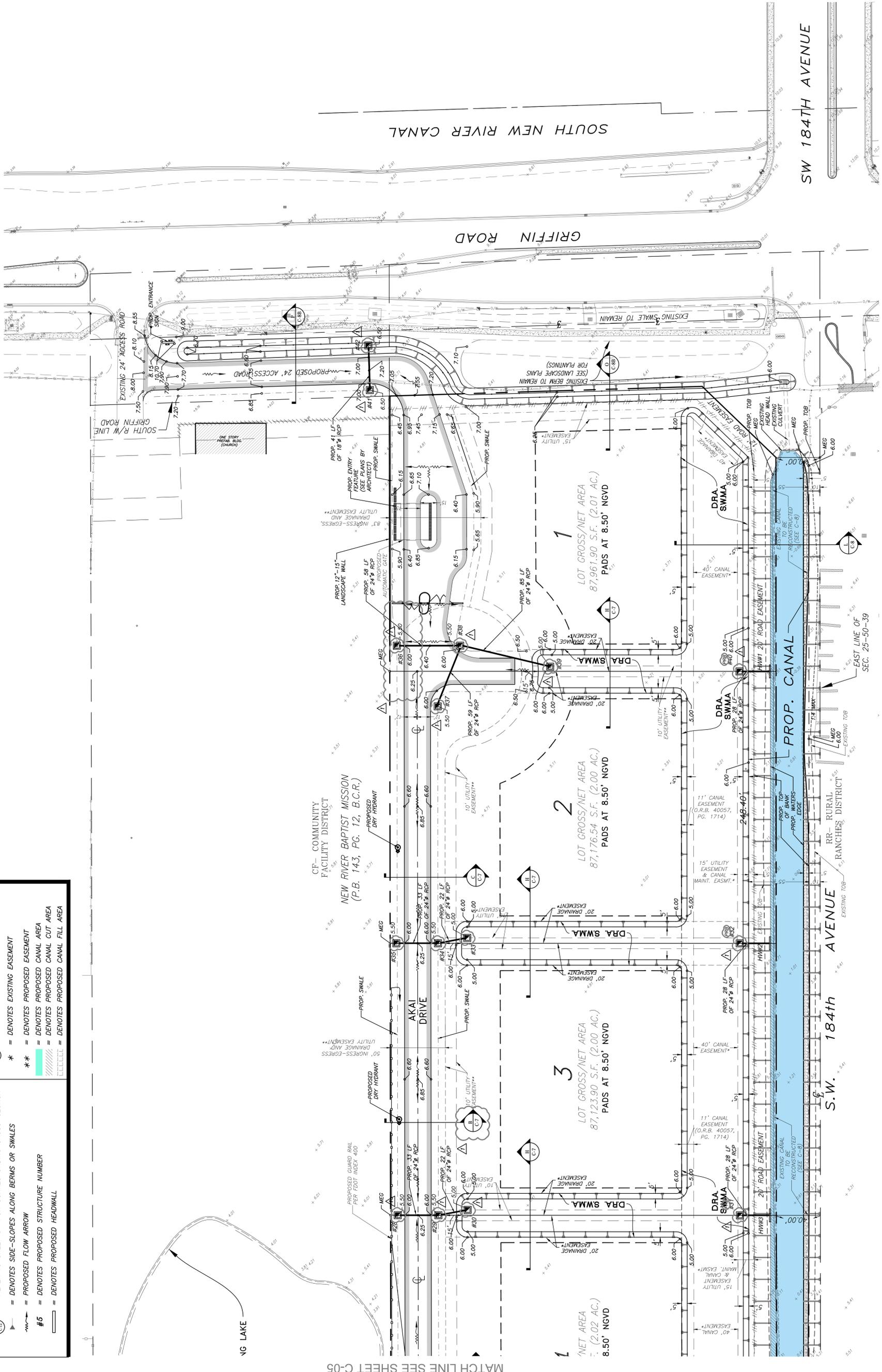
**Schwabke Shiskin & Associates, Inc.**  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND PLANNERS  
 LB#87  
 3340 CORPORATE WAY  
 MIRAMAR, FL 33025  
 TEL: (305)652-7010  
 FAX: (305)652-8284

Date	By	Remarks
6/1/15	GENERAL	REVISIONS



**NOTE:**  
 THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.) AND ARE EXPRESSED IN FEET. TO CONVERT TO N.A.S.D. PLEASE SUBTRACT THE OFFICIAL BROWARD COUNTY SINGLE AVERAGE CONVERSION FACTOR (ACF). THE ACF IN BROWARD COUNTY IS (1.51 FEET)

PAVING & GRADING LEGEND	
	= DENOTES NEW PAVEMENT SECTION.
	= DENOTES PROPOSED FINISHED SURFACE ELEVATION (I.E. TOP OF FINISHED SURFACE, CONCRETE FINISHED GRADE, ETC.)
	= DENOTES PROPOSED CATCH BASIN (SEE SHEET C-11)
	= DENOTES FLOW ARROW
	#5 = DENOTES PROPOSED STRUCTURE NUMBER
	= DENOTES PROPOSED HEADWALL
	- - - = DENOTES PROPOSED TOP OF BANK
	R/W = DENOTES RIGHT-OF-WAY LINE
	P = DENOTES PROPERTY LINE
	HW#5 = DENOTES PROPOSED HEADWALL NUMBER
	* = DENOTES PROPOSED DRY HYDRANT
	* = DENOTES EXISTING EASEMENT
	** = DENOTES PROPOSED EASEMENT
	** = DENOTES PROPOSED CANAL AREA
	** = DENOTES PROPOSED CANAL CUT AREA
	** = DENOTES PROPOSED CANAL FILL AREA



MATCH LINE SEE SHEET C-05

SW 184TH AVENUE

S.W. 184th Avenue

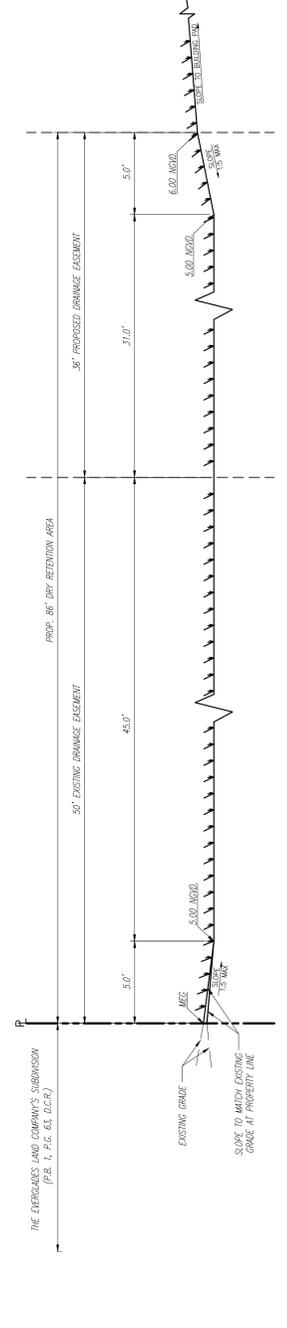
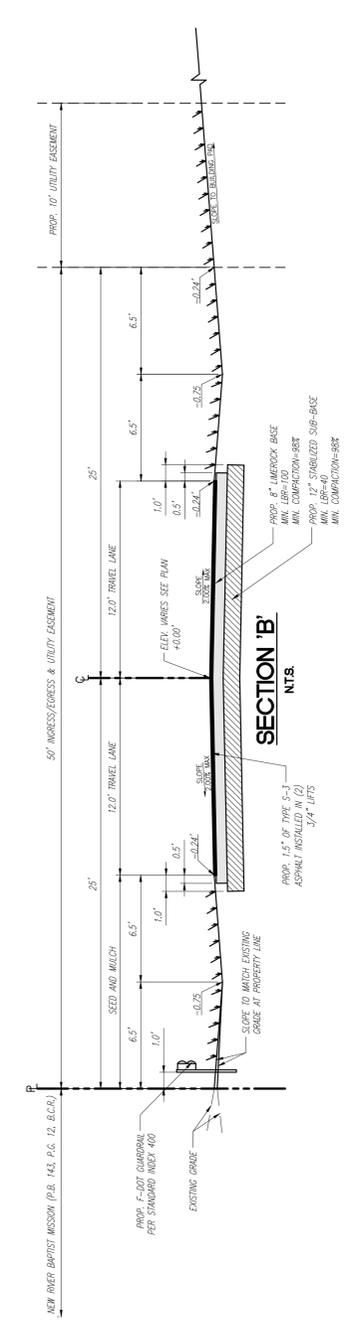
EAST LINE OF SEC. 25-50-39



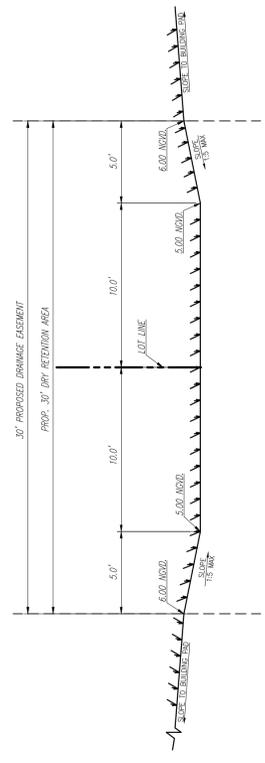
REVISIONS	Date	Remarks	By
	6/1/15	GENERAL REVISIONS	BJT

Drawn By: BP Date: 08/28/14  
 Checked By: JCT Date: 08/28/14  
 Order No. 203153 FR 0000 Pg.00  
 Drawing Status: Preliminary  
 By: John C. Tello  
 Asst. Vice Pres.  
 Registered Engineer No. 71567  
 State of Florida

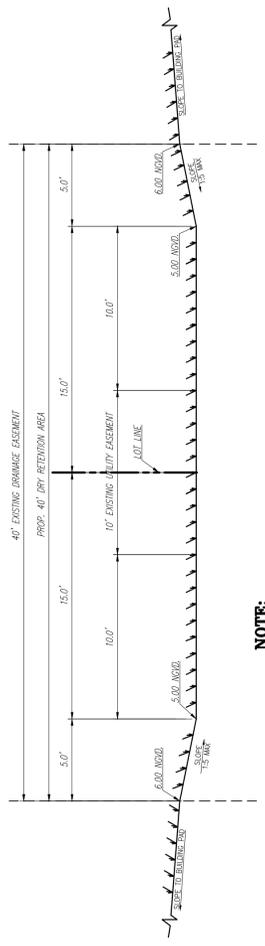
NOTE: Authentic copies of this drawing will bear the raised seal of the attesting Professional Engineer or Professional Land Surveyor.  
 Scale: As Noted  
 File No. **B-1977**  
 Dwg. No. **C-7**  
 OF: C-41



**SECTION 'D'**  
 NTS.  
**NOTE:**  
 CONTRACTOR SHALL DEMUCK ALL RETENTION AREA AND SEED AND MULCH PRIOR TO FINAL ACCEPTANCE BY THE ENGINEER OF RECORD AND SOUTH BROWARD DRAINAGE DISTRICT.  
 2. ALL RETENTION AREAS SHALL HAVE 2" OF CLEAN FILL.



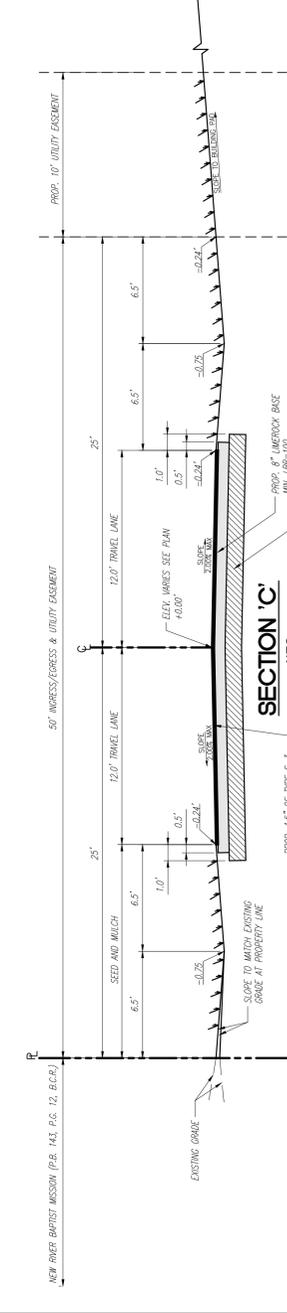
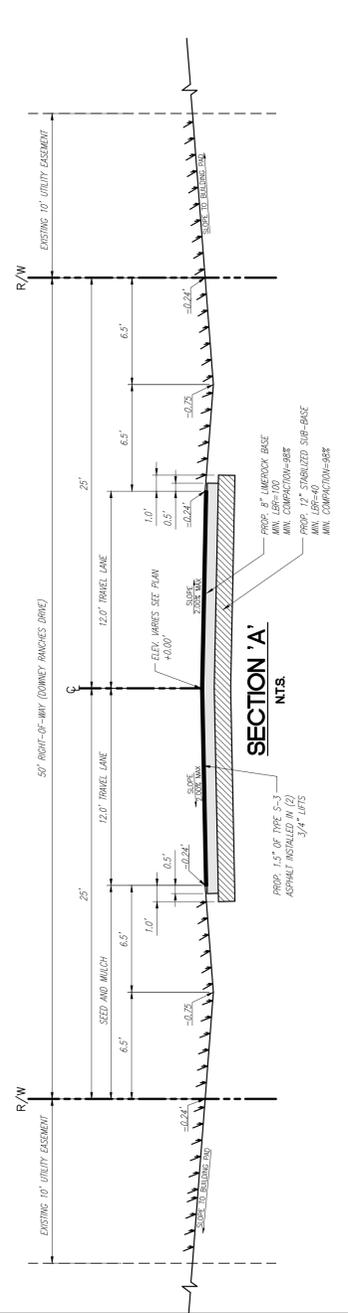
**SECTION 'F'**  
 NTS.  
**NOTE:**  
 CONTRACTOR SHALL DEMUCK ALL RETENTION AREA AND SEED AND MULCH PRIOR TO FINAL ACCEPTANCE BY THE ENGINEER OF RECORD AND SOUTH BROWARD DRAINAGE DISTRICT.  
 2. ALL RETENTION AREAS SHALL HAVE 2" OF CLEAN FILL.



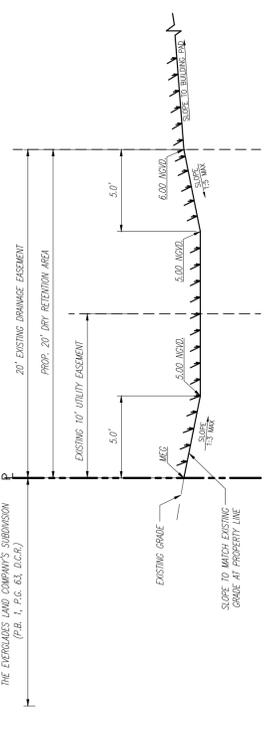
**NOTE:**  
 CONTRACTOR SHALL DEMUCK ALL RETENTION AREA AND SEED AND MULCH PRIOR TO FINAL ACCEPTANCE BY THE ENGINEER OF RECORD AND SOUTH BROWARD DRAINAGE DISTRICT.  
 2. ALL RETENTION AREAS SHALL HAVE 2" OF CLEAN FILL.

**SECTION 'H'**  
 NTS.

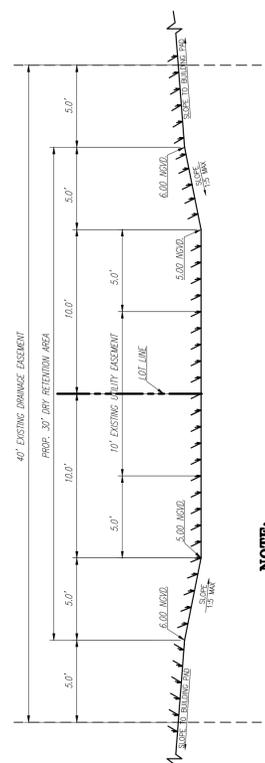
**NOTE:**  
 THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD) AND ARE EXPRESSED IN FEET. TO CONVERT TO NAVD PLEASE SUBTRACT THE OFFICIAL BROWARD COUNTY SINGLE AVERAGE CONVERSION FACTOR (ACF). THE ACF IN BROWARD COUNTY IS (1.51 FEET)



**SECTION 'C'**  
 NTS.  
**NOTE:**  
 CONTRACTOR SHALL DEMUCK ALL RETENTION AREA AND SEED AND MULCH PRIOR TO FINAL ACCEPTANCE BY THE ENGINEER OF RECORD AND SOUTH BROWARD DRAINAGE DISTRICT.  
 2. ALL RETENTION AREAS SHALL HAVE 2" OF CLEAN FILL.



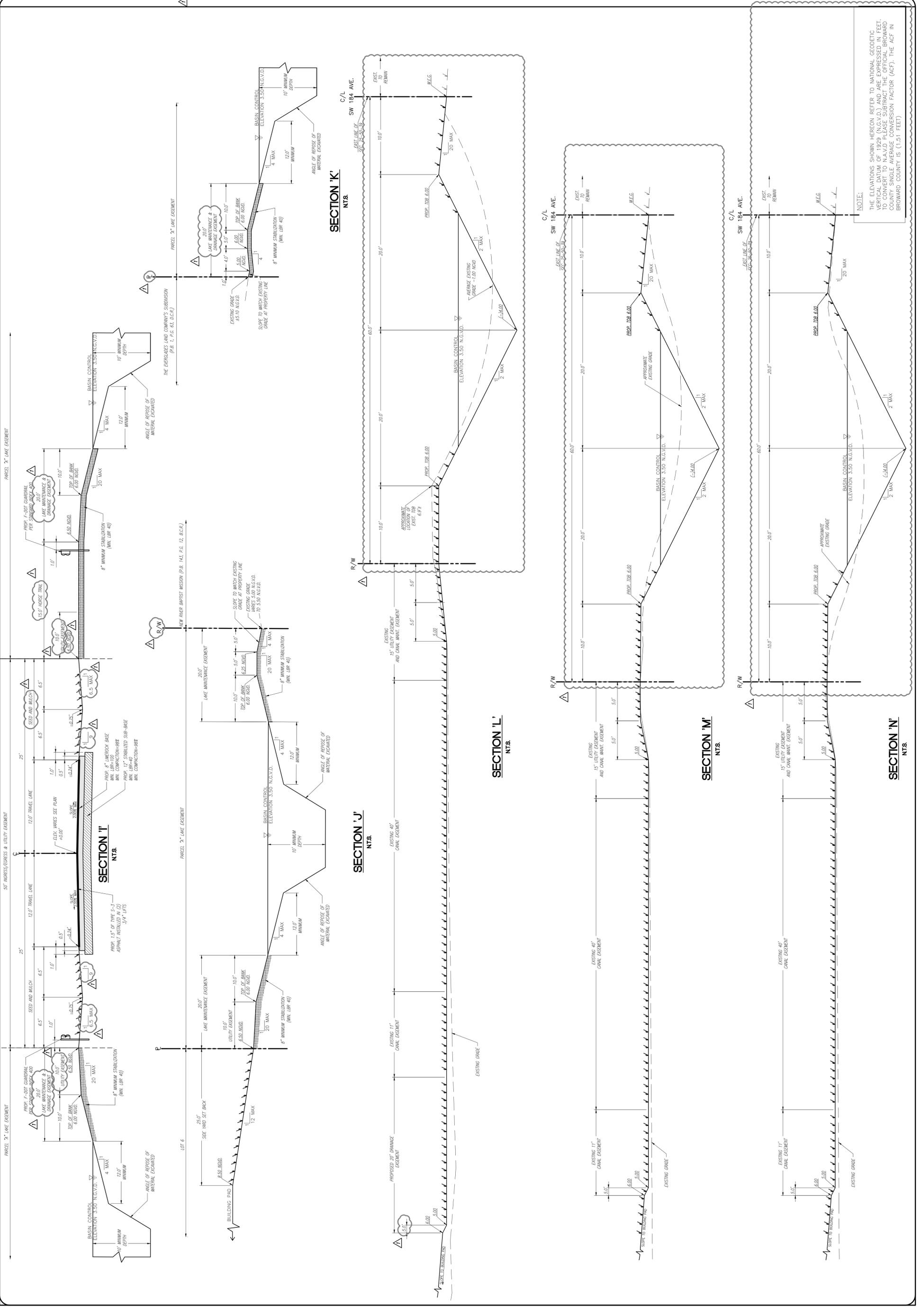
**SECTION 'E'**  
 NTS.  
**NOTE:**  
 CONTRACTOR SHALL DEMUCK ALL RETENTION AREA AND SEED AND MULCH PRIOR TO FINAL ACCEPTANCE BY THE ENGINEER OF RECORD AND SOUTH BROWARD DRAINAGE DISTRICT.  
 2. ALL RETENTION AREAS SHALL HAVE 2" OF CLEAN FILL.



**NOTE:**  
 CONTRACTOR SHALL DEMUCK ALL RETENTION AREA AND SEED AND MULCH PRIOR TO FINAL ACCEPTANCE BY THE ENGINEER OF RECORD AND SOUTH BROWARD DRAINAGE DISTRICT.  
 2. ALL RETENTION AREAS SHALL HAVE 2" OF CLEAN FILL.

**SECTION 'G'**  
 NTS.

REVISIONS	Date	By	Remarks
1	6/1/15	GENEAL	GENERAL REVISIONS



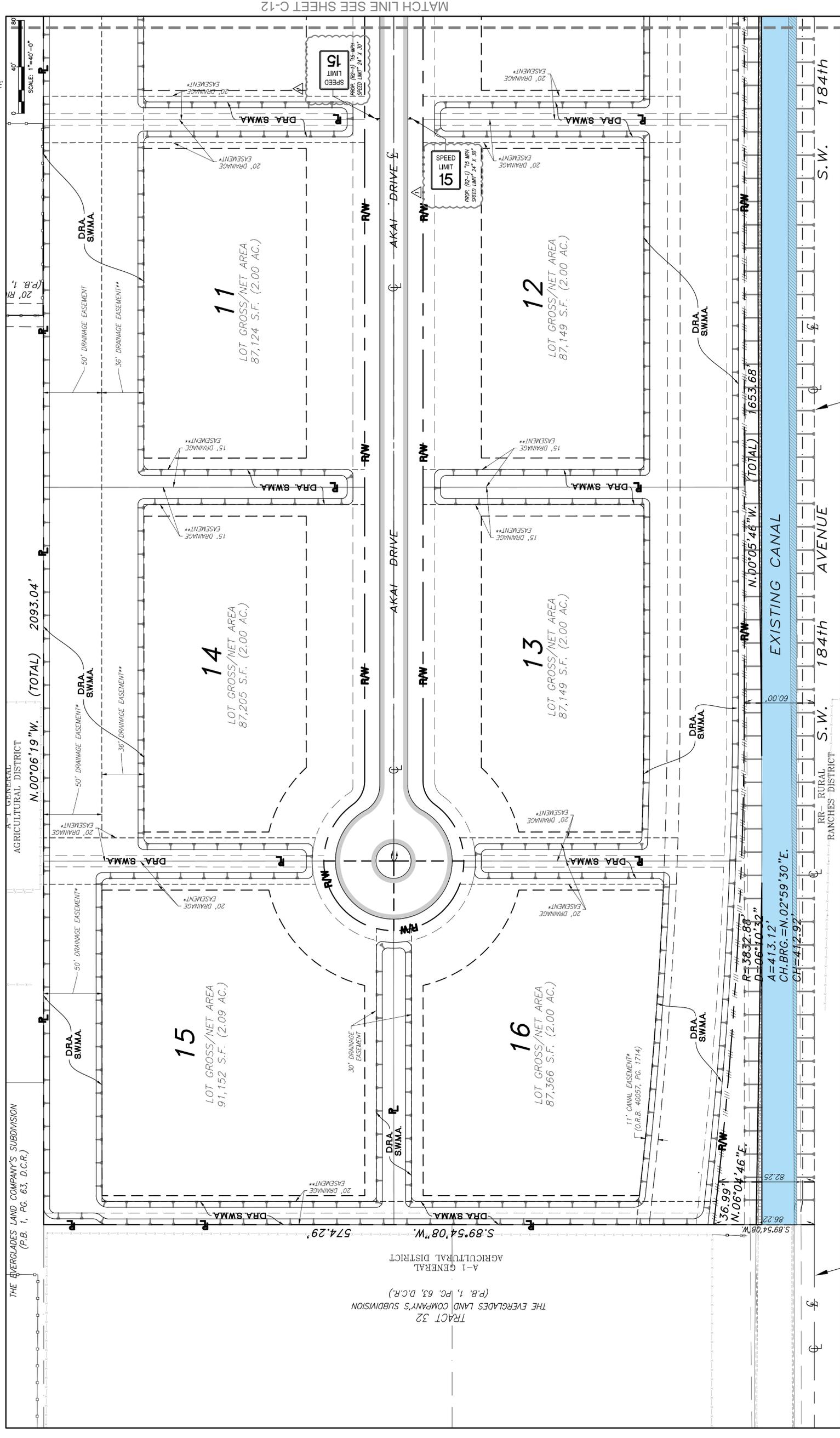
NOTE:  
 THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1988 (N.G.V.D.) AND ARE EXPRESSED IN FEET. TO CONVERT TO N.A.S.D. PLEASE SUBTRACT THE OFFICIAL BROWARD COUNTY SINGLE AVERAGE CONVERSION FACTOR (ACF). THE ACF IN BROWARD COUNTY IS (1.51 FEET)







Date	By	Remarks
6/7/15	GENERAL	RESUBMIT



TRACT 32  
 THE EVERGLADES LAND COMPANY'S SUBDIVISION (P.B. 1, PG. 63, D.C.R.)  
 A-1 GENERAL  
 AGRICULTURAL DISTRICT  
 S.89°54'08"W.  
 574.29'  
 S.89°54'08"W.  
 86.22'  
 82.25'  
 136.99'  
 N.06°04'46"E.  
 R=3832.88'  
 D=06°10'32"  
 CH=412.92'  
 A=413.12'  
 CH.BRG.=N.02°59'30"E.  
 RR- RURAL S.W. 184th AVENUE  
 RANCHES DISTRICT  
 S.W. 184th AVENUE  
 EXISTING CANAL  
 (TOTAL) 1653.68'  
 1653.68'  
 N.00°05'46"W.  
 60.00'



# AKAI ESTATES

## PAVEMENT MARKING AND SIGNAGE PLAN

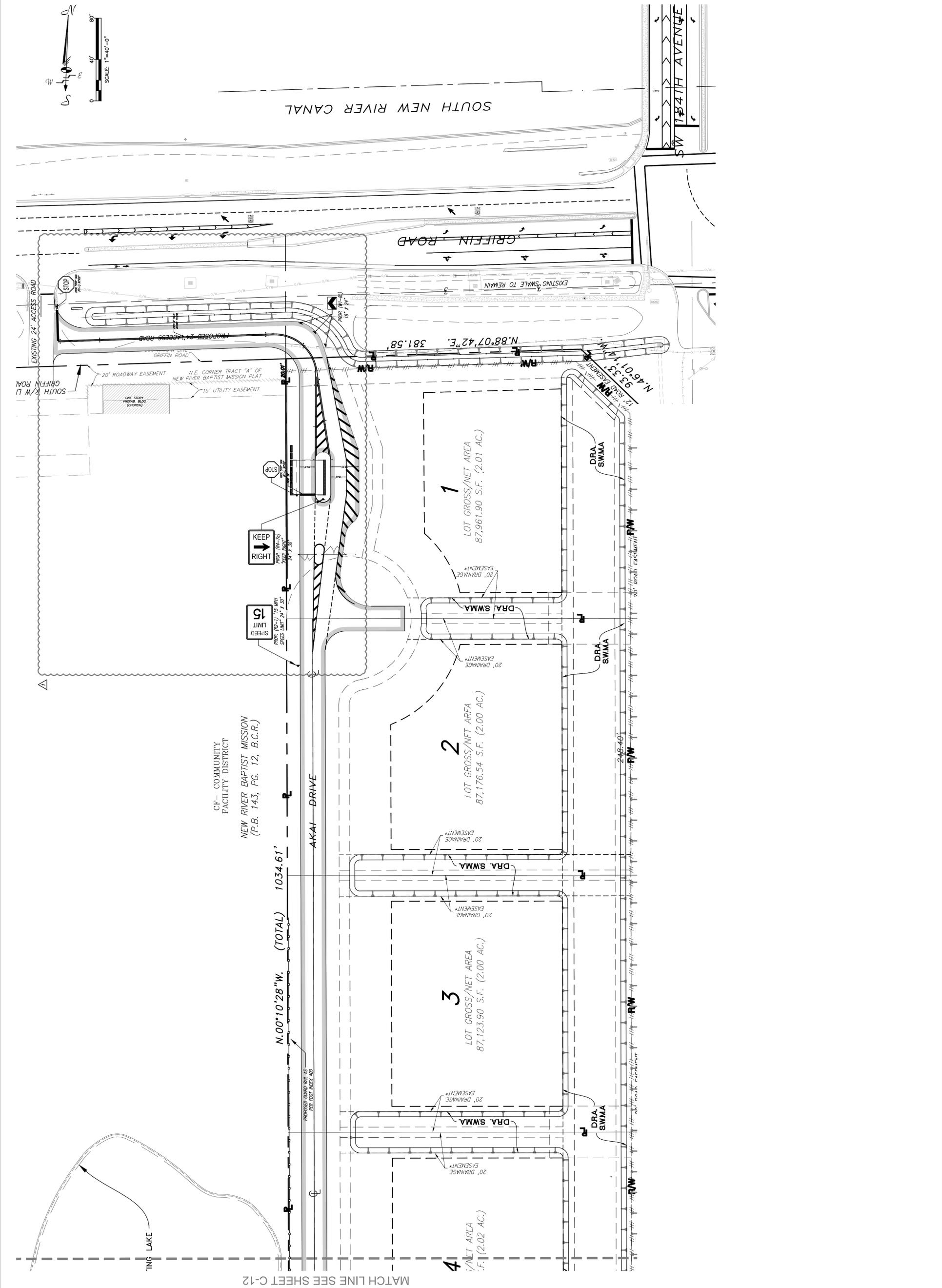
### PLAN VIEW

TOWN OF SOUTHWEST RANCHES, FLORIDA, SEC. 36-50-39

**Schwabke Shiskin & Associates, Inc.**  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND PLANNERS  
 LB#87 CA#87  
 3340 CORPORATE WAY  
 MIAMI, FL 33025  
 TEL: (305)652-7010  
 FAX: (305)652-8284

REVISIONS	
Date	By
6/2/15	GENERAL REVISIONS [Signature]

Drawn By: BP Date: 08/28/14  
 Checked By: JCT Date: 08/28/14  
 Order No: 203153 PR 0000 Pg.00  
 Drawing Status: Preliminary  
 By: John C. Tello  
 Asst. Vice Pres.  
 Registered Engineer No. 71567  
 State of Florida  
 Scale: As Noted  
 File No: B-977  
 Dwg. No: C-13  
 OF: 41



NOTE: Authentic copies of this drawing will bear the raised seal of the attesting Professional Engineer or Professional Land Surveyor.













# AKAI ESTATES

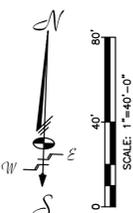
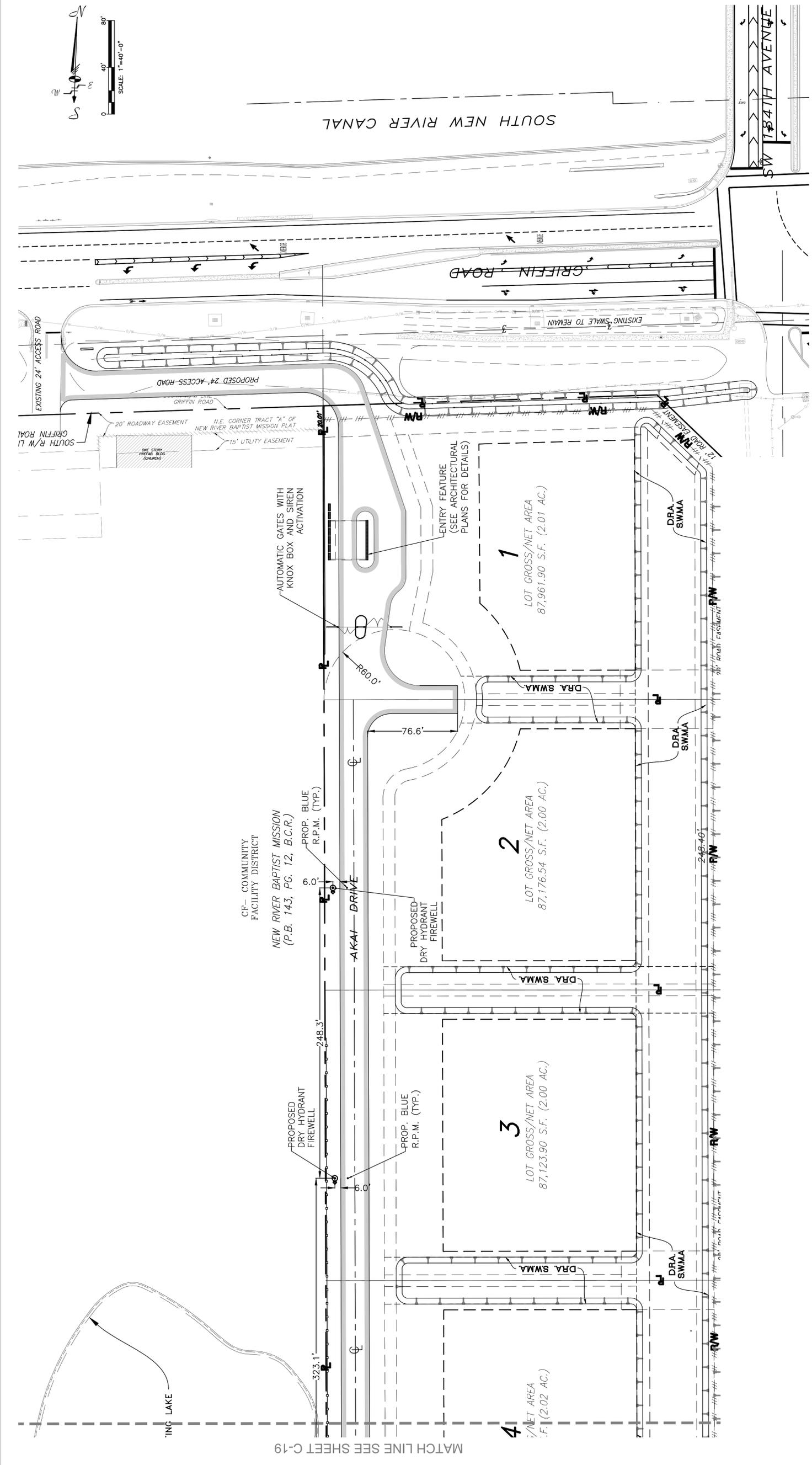
## FIRE PROTECTION PLAN VIEW

TOWN OF SOUTHWEST RANCHES, FLORIDA, SEC. 36-50-39

*Schwabke Shiskin & Associates, Inc.*  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND PLANNERS  
 LB#87 CA#87  
 3340 CORPORATE WAY  
 MIAMI, FL 33095  
 TEL: (305)652-7010  
 FAX: (305)652-8284

REVISIONS	Date	By	Remarks
	6/2/15	GENRM	REVISIONS

Drawn By: YM Date: 04/29/15  
 Checked By: JCT Date: 04/29/15  
 Order No: 203153 PR 0000 Pg. 00  
 Drawing Status: Preliminary  
 By: John C. Tello  
 Asst. Vice Pres.  
 Registered Engineer No. 71567  
 State of Florida  
 Scale: As Noted  
 File No: B-1977  
 Dwg. No: C-20  
 OF: 41



NOTE: Authentic copies of this drawing will bear the raised seal of the attesting Professional Engineer or Professional Land Surveyor.

MATCH LINE SEE SHEET C-19

**AKAI ESTATES**

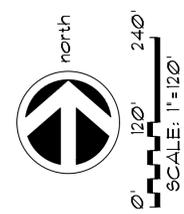
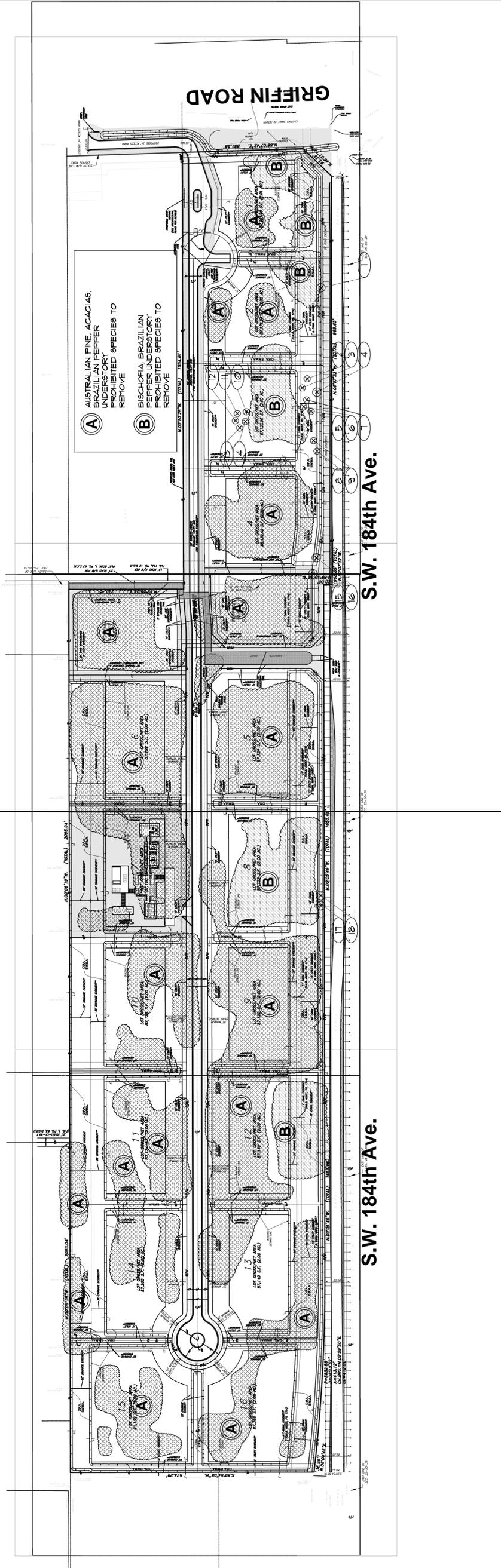
No.	Date	Revision
1.	11/14/15	Per Town Staff review and comments.

designed: JFS  
drawn: CURRO  
checked: LU SEEFER  
approved: J. F. SOCCASH  
project #: 15-09  
scale: A5 SHOUN  
date: Apr. 13, 2015  
Folio:

JAMES F. SOCCASH  
RLA # 00001932

Drawing:

**TD-1**



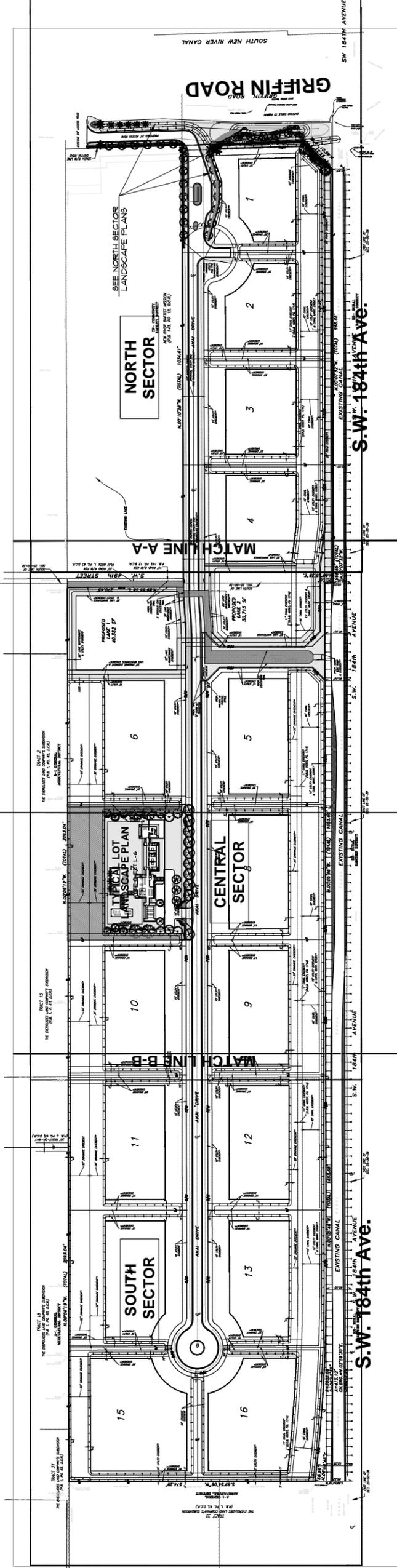
A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE TOWN OF SOUTHWEST RANCHES FOR REMOVAL OF ANY OR ALL TREES OR FALLS.  
SEE LANDSCAPE PLANS, SHEETS FOR SITE LANDSCAPE PLANS AND RESPECTIVE SECTOR LANDSCAPE PLANS, LANDSCAPE LEGEND, CALCULATIONS, ETC.

TREE NUM	SYM	COMMON NAME	BOTANICAL NAME	HEIGHTSPREAD	DBH inches	STATUS	TREE DBH LOSS	COMMENTS
AKAI ESTATES, GRIFFIN ROAD & S.W. 184th Ave., SOUTHWEST RANCHES, FL.								
11/14/2015								
1	BIS	BICHOFIA	Bischofia sp.	25	10	REMOVE		PROHIBITED SPECIES-MUST REMOVE
2	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
3	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
4	BIS	BICHOFIA	Bischofia sp.	25	25	10 REMOVE		PROHIBITED SPECIES-MUST REMOVE
5	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
6	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
7	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
8	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
9	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
10	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
11	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
12	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
13	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
14	PB	RED BAY	Persea borbonia	15	12	4 REMOVE	4	
15	BIS	BICHOFIA	Bischofia sp.	25	25	10 REMOVE		PROHIBITED SPECIES-MUST REMOVE
16	BIS	BICHOFIA	Bischofia sp.	25	25	10 REMOVE		PROHIBITED SPECIES-MUST REMOVE
17	BIS	BICHOFIA	Bischofia sp.	25	25	10 REMOVE		PROHIBITED SPECIES-MUST REMOVE
18	BIS	BICHOFIA	Bischofia sp.	25	25	10 REMOVE		PROHIBITED SPECIES-MUST REMOVE
TOTALS							48	0
TREE LOCATIONS AND IDENTIFICATIONS ARE APPROXIMATE PER PLANS PROVIDED AND FIELD WALK-THROUGH ON JANUARY 30, 2015.								
PROHIBITED SPECIES ARE NOT COUNTED TOWARD DBH LOSS PER TOWN TREE PRESERVATION CODE.								

**TREE DISPOSITION PLAN**

No.	Date	Revision
1.	11/14/16	Per Town Staff review and comments.

designed: JFS  
drawn: CURRO  
checked: LU, SEEFER  
approved: J. F. SOCCASH  
project #: 15-09  
scale: AS SHOWN  
date: Apr. 13, 2015



**SITE LANDSCAPE DESIGN NARRATIVE**  
DOWNEY ESTATES, GRIFFIN ROAD AND S.W. 184th AVE., SOUTHWEST RANCHES, FL 33332  
2-MAR-16

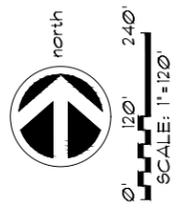
- SITE PREPARATION**
- SP-1 EXISTING LANDSCAPE BERMS ALONG GRIFFIN ROAD WILL HAVE TO BE MODIFIED TO ALLOW FOR PROPOSED VEHICULAR ENTRANCE AND SAFE TURNING CLEARANCES INTO DOWNEY ESTATES. THIS INCLUDES THE EXISTING LANDSCAPE BERM DIRECTLY ADJACENT TO DOWNEY ESTATES AND THAT LANDSCAPE BERM TO THE WEST OF THE PROPOSED ENTRANCE THAT WILL BE MODIFIED DUE TO HIGHWAY (NEW) TURNAROUND LANE CHANGES.
  - SP-2 EXISTING LANDSCAPE BERM AT EAST CORNER WILL BE REDUCED TO PROVIDE FOR PROJECT SIGNAGE PER PREVIOUS APPROVED LANDSCAPE PLAN.
  - SP-3 EXISTING OVERGROWN AND UNMAINTAINED VEGETATION BERMS TO BE REMOVED AND REPLACED IN ITS ENTIRETY TO PROVIDE A MORE CONSISTENT LANDSCAPE PRESENTATION WITH GRIFFIN ROAD AND DOWNEY ESTATES (SEE LANDSCAPE PLANS).
  - SP-4 ALL TREE REMOVAL PERMIT WITH ENROLLMENT COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION (EPD) WILL BE REQUIRED TO REMOVE ANY TREES ON THE LANDSCAPE BERMS.

- LANDSCAPE PLANS**
- LP-1 PROPOSED LANDSCAPE PLANTINGS ALONG REVEALED LANDSCAPE BERM ON GRIFFIN ROAD TO CONSIST OF A CONTINUOUS LANDSCAPE PLANTINGS OF NATIVE SHADE TREES, NATIVE UNDERSTORY FLOWERING PLANTS, EAST AND WEST OF THE PROPERTY.
  - LP-2 FUTURE PROJECT SIGNAGE IS SHOWN AT THE NORTHEAST CORNER OF THE PROPERTY WITH NATIVE PLANTINGS WHICH THE PLANTINGS BEING INTO THE PROPOSED LANDSCAPE BERM PLANTINGS TO FORM A CONTINUOUS COMPOSITION OF NATIVE PLANTINGS FOR BOTH LANDSCAPE BERM AND PROJECT SIGNAGE PLANTINGS.
  - LP-3 PROJECT ENTRANCE SIGNAGE IS SHOWN AT THE PROPOSED ENTRANCE ACCESS FROM GRIFFIN ROAD WITH NATIVE PLANTINGS AND CONTINUATION OF LANDSCAPE PLANTINGS FROM REVEALED LANDSCAPE BERM PLANTINGS.
  - LP-4 PRINCIPAL ENTRANCE DRIVE IS LINED ON BOTH SIDES WITH THE FINIS SINGLE FAMILY RESIDENTIAL PROPERTIES (LOTS 1 AND 2).

- SPECIFIC SINGLE FAMILY RESIDENTIAL LANDSCAPE LOT PLANTINGS:**
- PER SEC. 005-110 SINGLE FAMILY REQUIREMENTS
- ALL REQUIREMENTS AS STATED IN THIS SECTION SHALL BE MET ON ALL 16 LOTS AND TO ACHIEVE THOSE ITEMS FOR SECTION 10 SHRUB AND TREE REQUIREMENTS A MINIMUM OF THREE (3) TREES OF TWO (2) DIFFERENT SPECIES AND TEN (10) SHRUBS SHALL BE PLANTED PER LOT PLUS ONE (1) TREE AND THREE (3) SHRUBS PER THREE (3) THOUSAND SQUARE FEET OF LOT AREA HOWEVER THERE SHALL BE NO MORE THAN TEN (10) TREES AND THIRTY (30) SHRUBS REQUIRED PER NET ACRE.

A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE TOWN OF SOUTHWEST RANCHES FOR REMOVAL OF ANY OR ALL TREES OR PALMS. SEE LANDSCAPE PLANS SHEETS FOR SITE LANDSCAPE PLANS AND RESPECTIVE SECTOR LANDSCAPE PLANS, LANDSCAPE LEGEND, CALCULATIONS, ETC.

CONTRACTOR AND LANDSCAPE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE LANDSCAPE INSPECTOR OF TOWN OF SOUTHWEST RANCHES PRIOR TO COMMENCEMENT OF WORK.









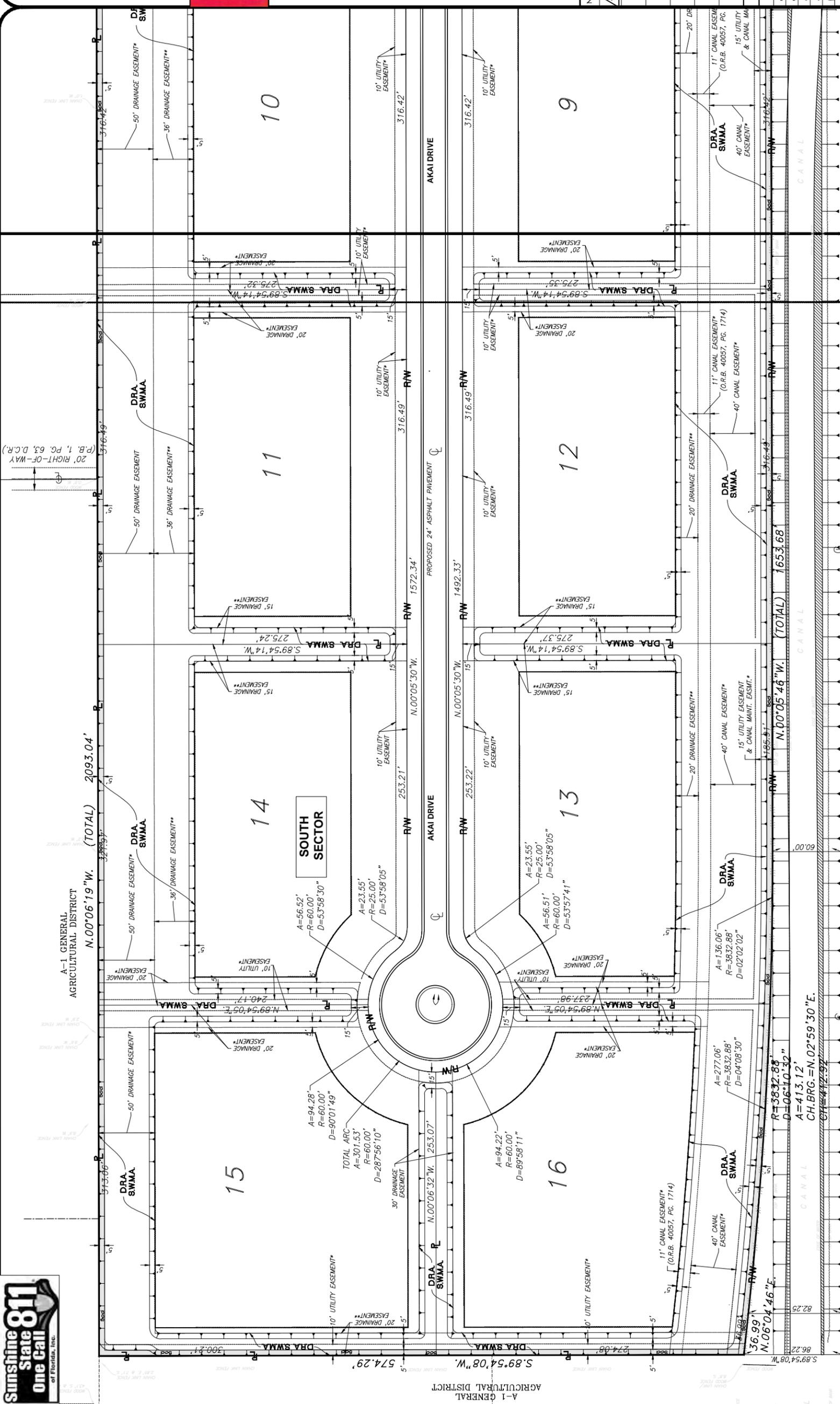
A-1 GENERAL AGRICULTURAL DISTRICT  
N.00°06'19"W. (TOTAL) 2093.04'

**JFS Design Inc.**  
LANDSCAPE ARCHITECTURE  
LC 000393  
www.jfsdesignfl.com  
jimmy@jfsdesignfl.com

**JFS**

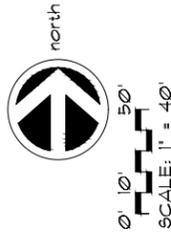
AKAI ESTATES  
TOWN OF SOUTHWEST RANCHES  
FLORIDA, SEC. 36-50-40

15-09



A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE TOWN OF SOUTHWEST RANCHES FOR REMOVAL OF ANY OR ALL TREES OR PALMS

SEE LANDSCAPE PLANS SHEETS FOR SITE LANDSCAPE PLANS AND RESPECTIVE SECTOR LANDSCAPE PLANS, LANDSCAPE LEGEND, CALCULATIONS, ETC.



**SOUTH SECTOR  
LANDSCAPE PLAN**

Drawing: **L-4**

EAST LINE OF SEC. 25-50-39

EAST LINE OF SEC. 25-50-39

No.	Date	Revision
1.		Per Town Staff review and comments.

designed: JFS  
drawn: CURRO  
checked: LU SEEFER  
approved: J. F. SOCCASH  
project #: 15-09  
scale: AS SHOWN  
date: APR. 13, 2015  
folio:





N.00°06'19"W. (TOTAL) 2093.04'

**JFS Design Inc.**  
LANDSCAPE ARCHITECTURE  
LC 000393  
www.jfsdesignfl.com  
jimmy@jfsdesignfl.com

**JFS**

1833 NW 140th Terr.  
TAMPA, FL 33606  
TEL: (954) 447-1852  
FAX: (954) 472-8225

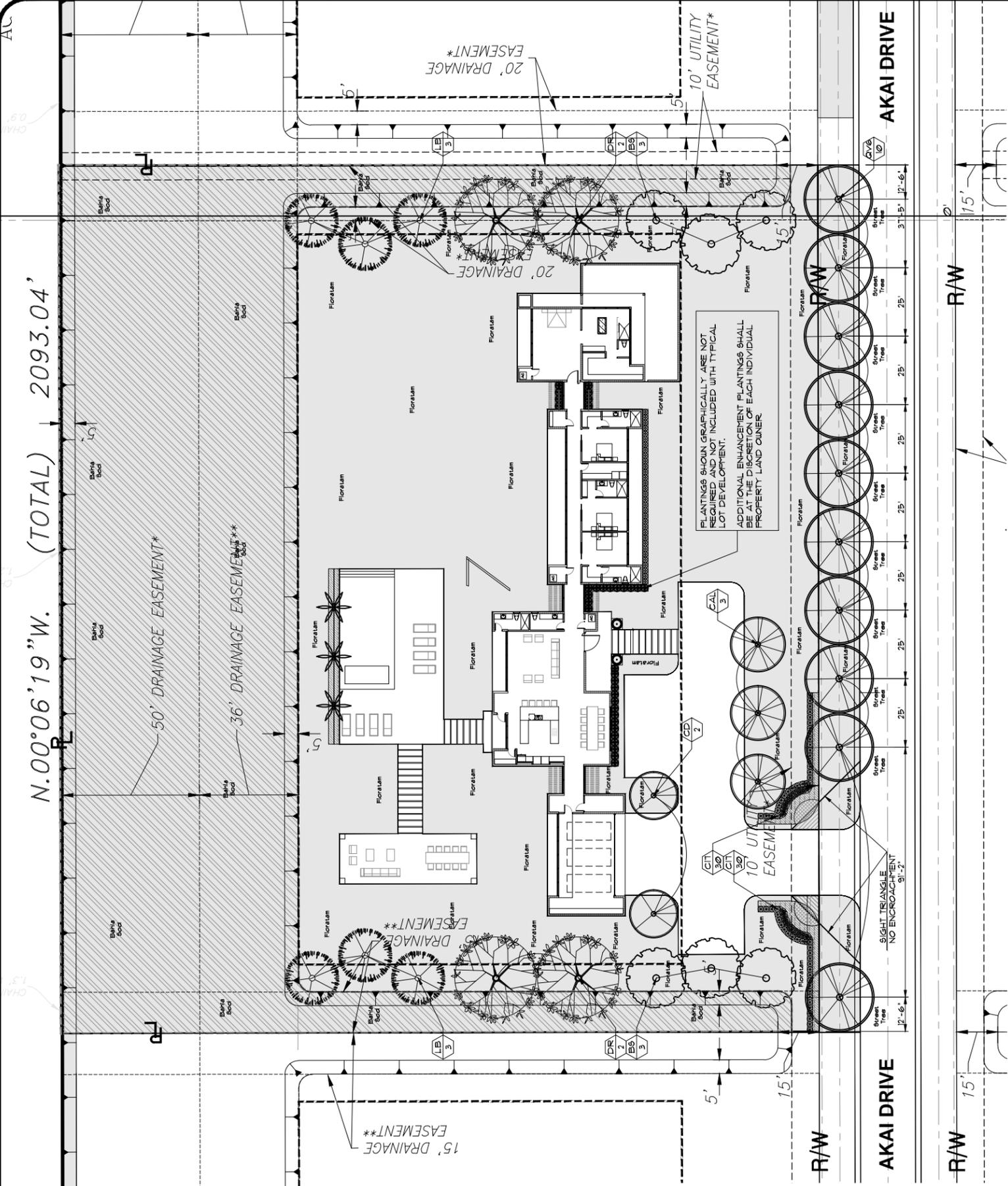
**AKAI ESTATES**  
TOWN OF SOUTHWEST RANCHES  
FLORIDA, SEC. 36-50-40

No.	Date	Revision
1.	11/14/16	Per Town Staff review and comments.

designed: JFS  
drawn: CURRO  
checked: LU SEEFER  
approved: J. F. SOCCASH  
project #: 15-09  
scale: AS SHOWN  
date: APR. 13, 2015  
folio:



Drawing: **L-6**



A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE TOWN OF SOUTHWEST RANCHES FOR REMOVAL OF ANY OR ALL TREES OR PALMS

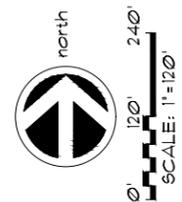
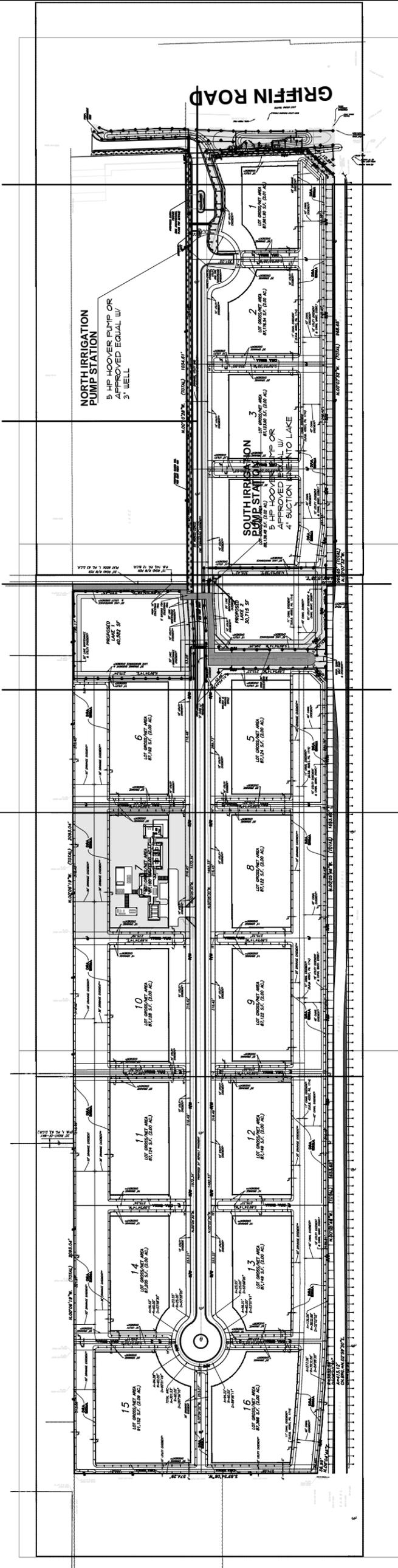
**TYPICAL LOT LANDSCAPE PLAN**

SYTY	NATIVE	NAME	BOTANICAL NAME	SPECIFICATION
<b>PROPOSED TREES</b>				
BS	YES	6 GUMBO LIMBO	Bursera simaruba	12' x 6" spr., 2 1/2" cal.
C-AL	3	BRAZIL BEAUTYLEAF	Calophyllum brasiliense	12' x 6" spr., 2 1/2" cal.
CD	YES	2 PIGEON PLUM	Coccoloba diversifolia	12' x 6" spr., 2 1/2" cal.
DR	4	PONCIANA	Dalmanis regia	14' x 6" spr., 3" cal.
LB	YES	6 WILD TAMPARIND	Lycium latifolium	12' x 6" spr., 2 1/2" cal.
QV6	YES	10 LIVE OAKS	Quercus virginiana	16' x 1" spr., 4" cal., 6' c.t.
<b>PALMS</b>				
<b>SHRUBS</b>				
CIT	YES	60 COCOPLUM	Chysochloa leuco	1 GAL., 30" x 24" full, 24" oc.
<b>ACCENT PLANTS AND GROUNDCOVERS</b>				
<b>SOD</b>				
BAH	33,000 SF.	'ARGENTINE' BAHIA SOD	Paspalum notatum	SOLID SOD, price per s.f.
FLO	40,000 SF.	'FLORATAM' ST. AUGUSTINE	Stenotaphrum secundatum	SOLID SOD, price per s.f.
<b>TOPSOIL:</b>				
8 CY. TREES, PALMS, SHRUBS AND GROUNDCOVERS				
450 CY. AREA TO BE BODDED WITH A 2" DEPTH OF TOPSOIL SPREAD IN PLACE				
10 CY. PINE BARK NUGGETS				
MULCH 3" DEPTH SPREAD IN PLACE				
TOPSOIL, SOD AND MULCH QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO PROVIDE A UNIT PRICE PER UNIT AND WILL BE PAID ON THAT UNIT PRICE BASIS UPON FINAL INSPECTION AND APPROVAL.				

LANDSCAPE REQUIREMENTS	REQUIRED TREES	REQUIRED SHRUBS	PROVIDED TREES	PROVIDED SHRUBS
Sec. 075.110 - Single-family requirements: 1. Tree Requirements 3 trees per 3,000 s.f. of lot 10 TREES MAXIMUM PER ACRE 39 SHRUBS MAXIMUM PER ACRE 87,120 S.F. - 43,560 - 14,580 10 (FIRST ACRE) + 10 (OVERAGE)	20	60	20	0
SHRUBS 39 (FIRST ACRE) + 39 (OVERAGE)			20	60
TOTALS	20	60	20	60
Sec. 075.070 - D. Street Tree Requirements NOT SPECIFICALLY DEFINED FOR SINGLE FAMILY RESIDENTIAL 1 tree per 30 lf. 252 LF. (316' - 24' driveway)	10		10	
NATIVE PLANTINGS (50% minimum) MATURE TREES (50% minimum) MATURE SHRUBS (50% minimum) MATURE GROUNDCOVERS (50% minimum)	10	30	12	60

No.	Date	Revision
1		Per Town Staff review and comments.

designed: JFS  
drawn: CURRO  
checked: LU SEEFER  
approved: J. F. SOCCASH  
project #: 15-09  
scale: AS SHOWN  
date: APR. 13, 2015  
folio:



**SPECIAL NOTES:**

9-1. A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE TOWN OF SOUTHWEST RANCHES FOR REMOVAL OF ANY OR ALL TREES OR PALMS SEE LANDSCAPE PLANS SHEETS FOR SITE LANDSCAPE PLANS AND RESPECTIVE SECTOR CALCULATIONS, ETC.

9-2. SOUTH FLORIDA WATER MANAGEMENT WATER RESTRICTIONS, PHASE II ARE IN EFFECT. NEW LANDSCAPE SHALL BE EXEMPT PER GRIND FOR A PERIOD OF SIXTY DAYS AFTER COMMENCEMENT OF CONSTRUCTION AND ASSUME RESPONSIBILITY AFTER THAT INITIAL PERIOD.

**IRRIGATION LEGEND**

- NORTH IRRIGATION PUMP STATION - 5 HP PUMP W/ 3" WELL, HOOPER PUMP OR APPROVED EQUAL SEE SPECIFICATIONS, IRR-2.4
- SOUTH IRRIGATION PUMP STATION - 5 HP HOOPER PUMP OR APPROVED EQUAL W/ 4" SUCTION LANE INTO LAKE SEE SPECIFICATIONS, IRR-2.4
- ISOLATION GATE VALVE
- 3" PVC Main Supply Line- Sch 40
- RAINBIRD RSD SERIES RAIN SENSOR ATTACHED TO CONTROLLER
- JUNCTION BOX W/ WATERPROOF CONNECTORS
- LATERAL LINE (SCH. 160)
- PIPE IN SLEEVE (See Sizing Chart)
- PIPE CONNECTION
- PIPE CROSSING
- 2" ELECTRIC VALVES-RAINBIRD REB SERIES OR APPROVED EQUAL, IN 10' VALVE BOX

**ZONE DESIGNATION**

**ZONE 4**  
28 GPM

- RAINBIRD ROTARY NOZZLES, MODEL 1800 13'-24' SPACING AS SHOWN, PART OR FULL CIRCLES AS NEEDED, 25 GPM
- RAINBIRD 1800-1 SERIES-PRS 10', 12', 15' RADIIUS AS SHOWN
- RAINBIRD 1800-5 SERIES-STRIP-TYPE BEST (END STRIP), 15' COI. (CENTER STRIP)
- RAINBIRD-5 SERIES-MPS STREAM BUBBLER NOZZLES; 5' RADIIUS; 15 GPM

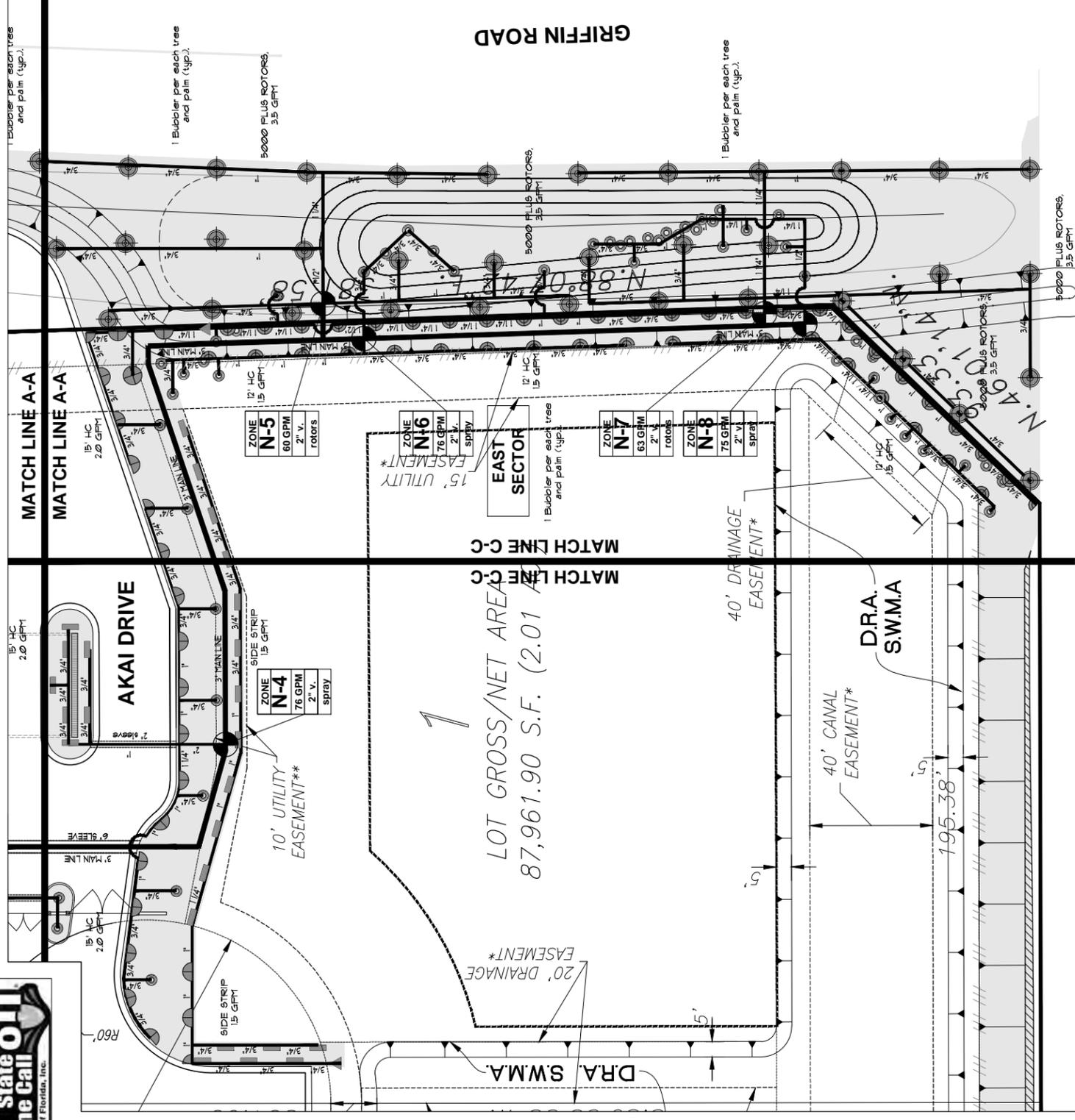
FLORIDA BUILDING CODE- APPENDIX F PART V-A-6	
WATER PIPE SIZE	SLEEVE SIZE
3/4"	1 1/2"
1 1/4"	2 1/2"
1 1/2"	3"
2"	4"
3"	6"
4"	8"

SLEEVES TO EXTEND A MIN. 3" BEYOND ALL PAVED AREAS, BACKFILL AND COMPACTION PER APPENDIX F.

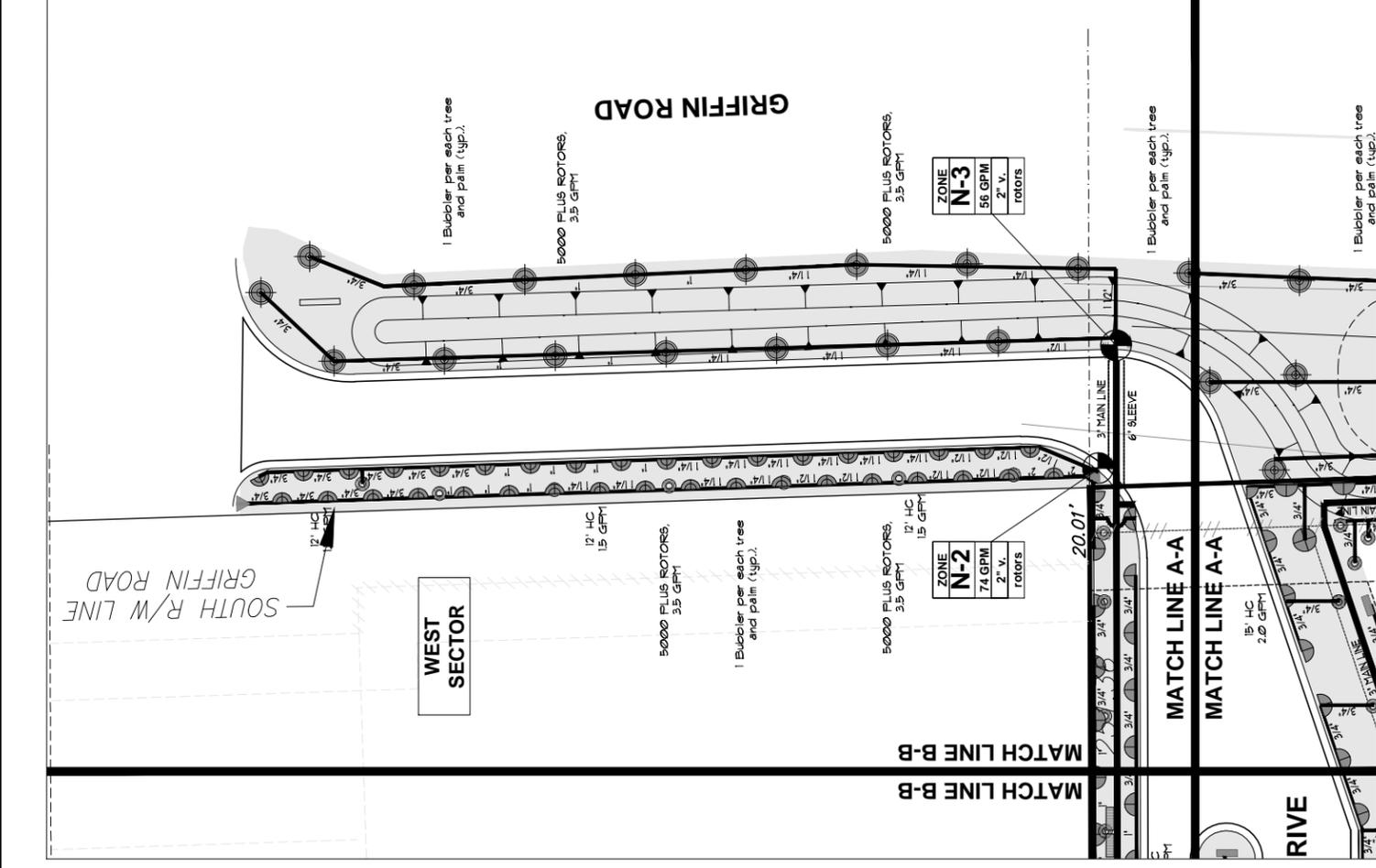
FLORIDA BUILDING CODE- APPENDIX F PIPE INSTALLATION-DEPTH OF COVER	
VEHICLE TRAFFIC AREAS	DEPTH OF COVER (INCHES)
1/2" TO 2 1/2"	18" TO 24"
3" TO 5"	24" TO 30"
6" OR GREATER	30" TO 36"

NON-TRAFFIC AND NON-CULTIVATED AREAS	
PIPE SIZE (INCHES)	DEPTH OF COVER (INCHES)
1/2" TO 1 1/4"	12"
1 1/2" TO 2"	12" TO 18"
2 1/2" TO 3"	18" TO 24"
4" OR LARGER	24" TO 36"

**SITE IRRIGATION PLAN**



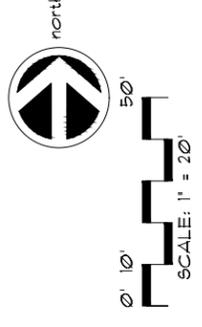
**EAST SECTOR**



**WEST SECTOR**

A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE TOWN OF SOUTHWEST RANCHES FOR REMOVAL OF ANY OR ALL TREES OR PALMS. SEE LANDSCAPE PLANS SHEETS FOR SITE LANDSCAPE PLANS AND RESPECTIVE SECTOR LANDSCAPE PLANS, LANDSCAPE LEGEND, CALCULATIONS, ETC.

SEE IRRIGATION PLANS SHEETS FOR SITE IRRIGATION PLANS AND RESPECTIVE SECTOR IRRIGATION PLANS, IRRIGATION LEGEND, CALCULATIONS, ETC.



**SECTOR IRRIGATION PLAN**

**IRR-2.1**

**JFS Design Inc.**  
LANDSCAPE ARCHITECTURE  
LC 000393  
www.jfsdesignfl.com  
jimmy@jfsdesignfl.com

**JFS**

1833 NW 140th Terr.  
TERRACE PARK, FL 33028  
TEL: (954) 441-1852  
FAX: (954) 442-8225

**AKAI ESTATES**  
TOWN OF SOUTHWEST RANCHES  
FLORIDA, SEC. 36-50-40

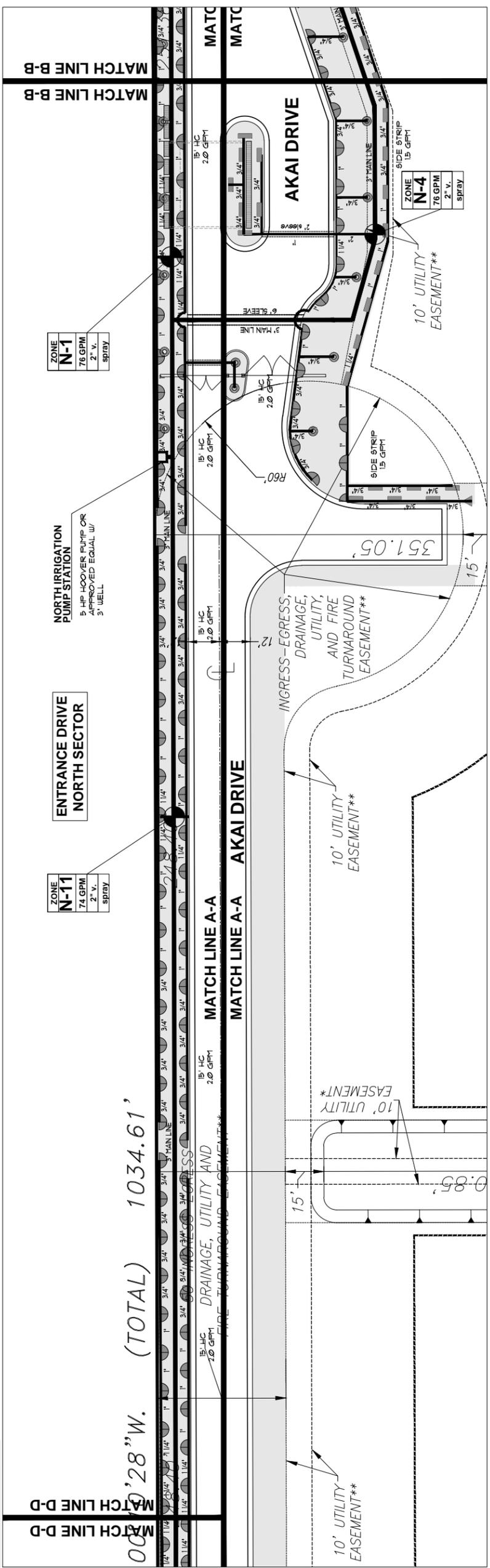
No.	Date	Revision
1.	11/14/16	Per Town Staff review and comments.

designed: JFS  
drawn: CURRO  
checked: LU SEEFER  
approved: J. F. SOCCASH  
project #: 15-09  
scale: AS SHOWN  
date: APR. 13, 2015  
folio:

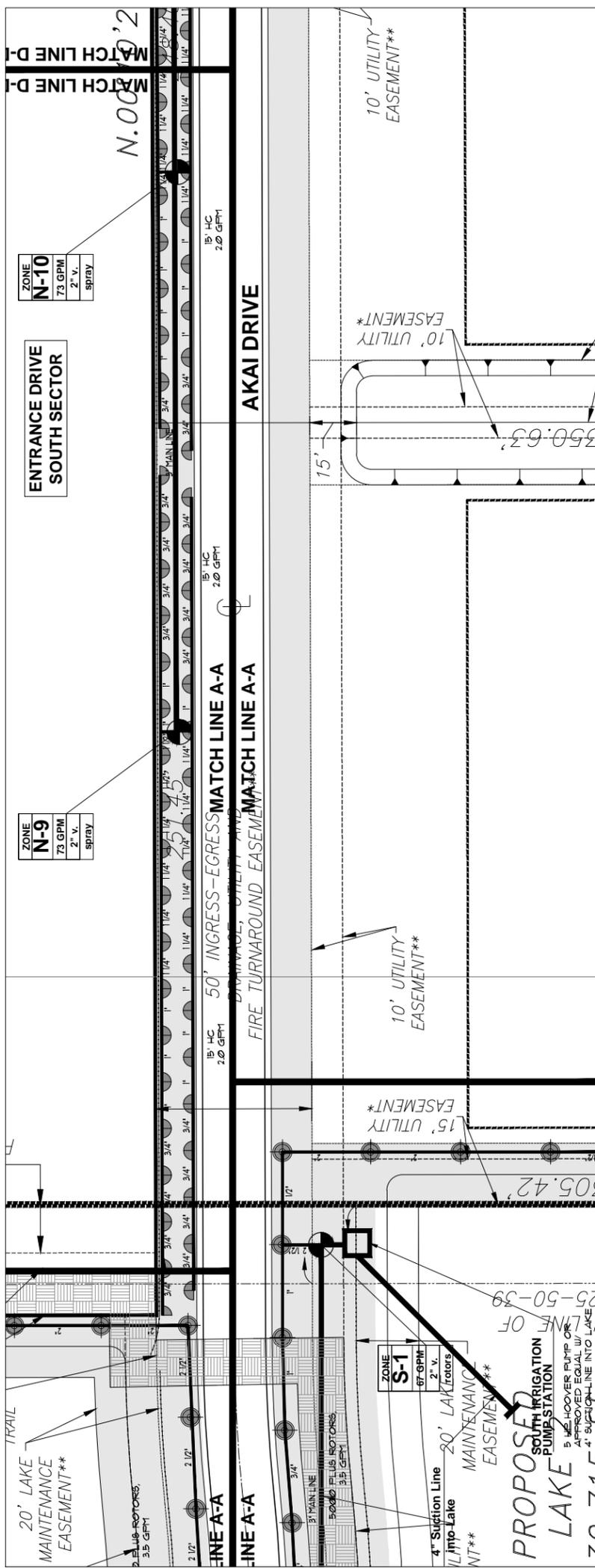
JAMES F. SOCCASH  
FLA # 0000133

Drawing:

000'28"W. (TOTAL) 1034.61'



**ENTRANCE DRIVE NORTH SECTOR**



**ENTRANCE DRIVE SOUTH SECTOR**

**JFS Design Inc.**  
LANDSCAPE ARCHITECTURE  
LC 000393  
www.jfsdesignfl.com  
jimmy@jfsdesignfl.com

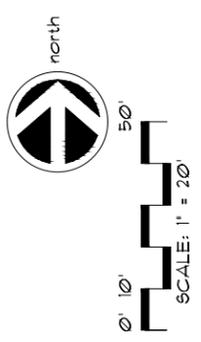
**AKAI ESTATES**  
TOWN OF SOUTHWEST RANCHES  
FLORIDA, SEC. 36-50-40

No.	Date	Revision
1	1/14/16	Per Town Staff review and comments.

designed: JFS  
drawn: CURRO  
checked: LU SEEFER  
approved: J. F. SOCCASH  
project #: 15-09  
scale: AS SHOWN  
date: APR. 13, 2015  
folio:



Drawing: **IRR-2.2**



A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE TOWN OF SOUTHWEST RANCHES FOR REMOVAL OF ANY OR ALL TREES OR PALMS

SEE LANDSCAPE PLANS, SHEETS FOR SITE LANDSCAPE PLANS AND RESPECTIVE SECTOR CALCULATIONS, ETC.

SEE IRRIGATION PLANS, SHEETS FOR SITE IRRIGATION PLANS AND RESPECTIVE SECTOR IRRIGATION PLANS, IRRIGATION LEGEND, CALCULATIONS, ETC.

**SECTOR IRRIGATION PLAN**





This page  
intentionally left blank



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

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

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

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andy Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 11/18/2016  
**SUBJECT:** Akai Estates/Tara Plat Vacation of Drainage Easements

### **Recommendation**

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.
3. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with a condition such as the condition identified in the staff report.

### **Strategic Priorities**

A. Sound Governance

### **Background**

The petitioner is applying to reconfigure most of the drainage easements within the Tara Plat, formerly site planned as Downey Equestrian Ranches, and newly site planned as Akai Estates (Application No. SP-57-14). The new site plan reconfigures the platted drainage easements within the property to reflect several changes in conditions that have occurred since the property was platted in 1997.

Reconfiguring platted drainage easements requires first vacating the existing easements and

then dedicating new easements. Most of the drainage easements within the plat are being vacated and replaced with new easements of different dimension and/or configuration.

**Fiscal Impact/Analysis**

Not Applicable

**Staff Contact:**

Jeff Katims

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	12/1/2016	Resolution
Staff Report	11/18/2016	Backup Material
Map showing easements to be vacated	11/18/2016	Backup Material
Map showing final disposition of easements	11/18/2016	Backup Material

**RESOLUTION NO. 2017-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING AND ABANDONING SEVERAL PLATTED DRAINAGE EASEMENTS LOCATED WITHIN THE TARA PLAT, AS RECORDED IN PLAT BOOK 162, PAGE 20 OF THE BROWARD COUNTY, FLORIDA PUBLIC RECORDS AND ACCEPTING NEW DRAINAGE EASEMENTS; GENERALLY LOCATED ON THE WEST SIDE OF UNIMPROVED SW 184<sup>TH</sup> AVENUE AND SOUTH OF GRIFFIN ROAD; PROVIDING FOR MAINTENANCE OF THE EASEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Akai Estates, LLC, is the owner ("Owner") of the property legally described as:

**All of TARA, according to the plat thereof, as recorded in Plat Book 162, Page 40 of the Public Records of Broward County, Florida (the "Plat");**

**WHEREAS**, Owner seeks to vacate several drainage easements located within the Plat as delineated in Exhibit "A" attached hereto and made a part hereof, via Town of Southwest Ranches Application No. VC-26-17 ("Platted Easements"); and

**WHEREAS**, the Plat dedicates the Platted Easements to the South Broward Drainage District ("SBDD"), and grants an easement to the public for public roadway stormwater drainage, flowage and storage within, on and through the drainage easements, canal easements and drainage easements; and

**WHEREAS**, changes to hydrological conditions and necessary reconfiguration of the access to the Plat require modifications to the Platted Easements within the Plat; and

**WHEREAS**, in order to modify the Platted Easements, they must first be vacated and then replaced, as applicable, with new easements of the desired dimensions; and

**WHEREAS**, the SBDD vacated the Platted Easements and accepted new drainage easements as delineated in Exhibit "B", attached hereto and made a part hereof, in May, 2016 ("New Easements"); and

**WHEREAS**, the Town Council held a duly noticed public hearing on December 8, 2016, to consider Vacation Application No. VC-26-17 to vacate the Platted Easements and grant the New Easements consistent with the action of the SBDD, as set forth above; and

**WHEREAS**, the Town Council finds that the vacation of the Platted Easements and dedication of the New Easements serves a legitimate public purpose.

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

**Section 1. Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Vacation.** It is hereby determined that it is necessary and appropriate to vacate the Platted Easements described in Exhibit "A", attached hereto and made a part hereof, and that it is in the public interest that they be abandoned and vacated, and that they be released from any and every public right, use, title and interest, except as hereinafter provided. The subject drainage easements are hereby vacated and abandoned, and are hereby released and discharged of any and every public right, title and interest of the town of Southwest Ranches.

**Section 3. Dedication.** The Town Council of the Town of Southwest Ranches, Florida hereby accepts Owner's grant of the New Easements described in Exhibit "B", attached hereto and made a part hereof, for drainage of public roads.

**Section 4. Maintenance.** The Owner, and its successors and assigns, shall be responsible for maintaining all of the New Easements unless SBDD assumes responsibility for maintenance. The Town of Southwest Ranches shall have no responsibility for maintaining the property within the New Easements.

**Section 5. Effectuation.** The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

**Section 6. Recordation.** This Resolution shall be recorded in the Public Records of Broward County, Florida.

**Section 7. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 8<sup>th</sup> day of December, 2016 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Doug McKay, Mayor

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

Approved as to Form and Correctness:

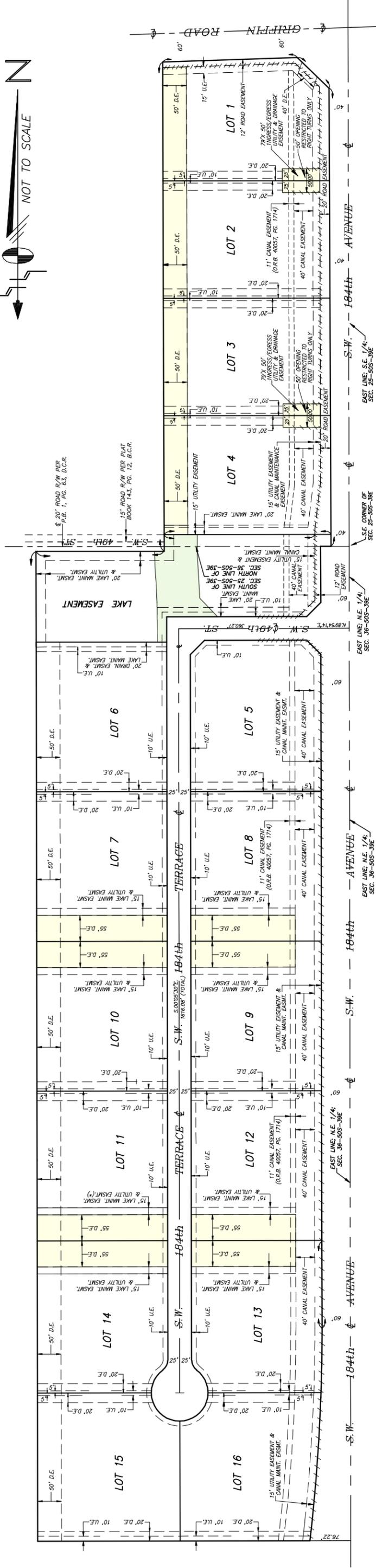
\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

113688481.2

This page  
intentionally left blank

**EXHIBIT "A"**

**LEGAL DESCRIPTIONS AND SKETCHES OF DRAINAGE EASEMENTS TO  
BE VACATED**



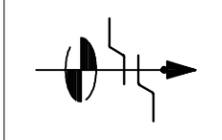
# SKETCH OF PLATTED DRAINAGE EASEMENTS TO BE VACATED

- DRAINAGE EASEMENT TO BE VACATED
- LAKE EASEMENT (WITHIN PARCEL "A") TO BE VACATED

SHEET 1 OF 1 SHEETS

REVISIONS

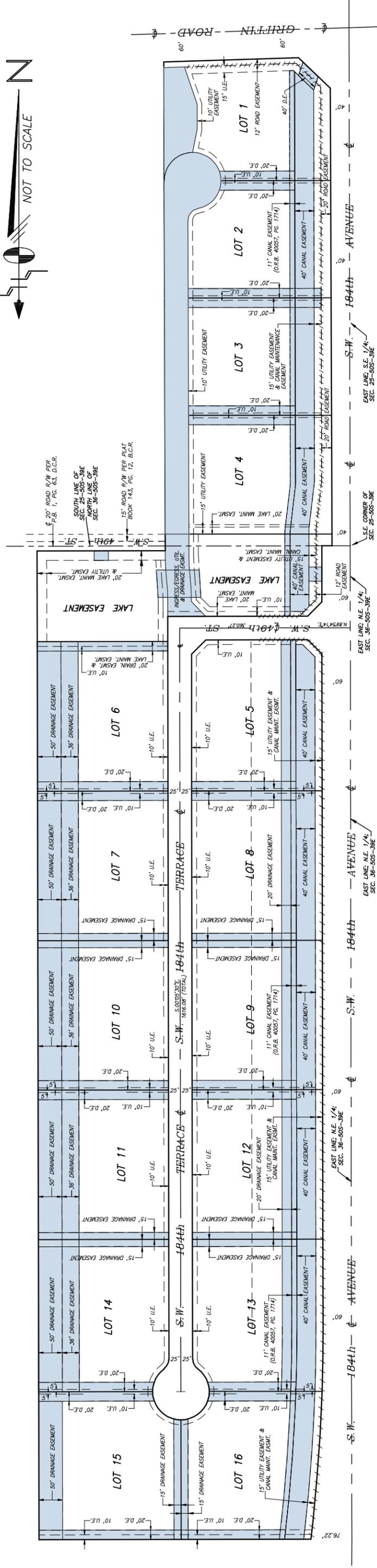
**Schwabke-Shiskin & Associates, Inc.**  
 LAND SURVEYORS—ENGINEERS—LAND PLANNERS — 3240 CORPORATE WAY—MIRAMAR, FL 33025  
 PHONE No. (954)435-7010 FAX No. (954)438-3288  
 ORDER NO. 203076 PREPARED UNDER MY SUPERVISION:  
 DATE: JULY 28, 2014  
 THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87



## **Exhibit "B"**

# **LEGAL DESCRIPTIONS AND SKETCHES OF NEW DRAINAGE EASEMENTS**

113688481.2



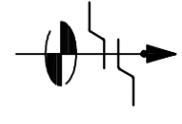
# SKETCH OF FINAL DRAINAGE EASEMENTS

DRAINAGE EASEMENT

SHEET 1 OF 1 SHEETS

REVISIONS

**Schwelbke-Shiskin & Associates, Inc.**  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
 PHONE No. (954)435-7010 FAX No. (954)438-3288  
 ORDER NO. 203076 PREPARED UNDER MY SUPERVISION:  
 DATE: JULY 28, 2014  
 THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87



**TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT**

December 8, 2016

**SUBJECT:** Vacation of platted drainage easements, VC-26-17

**LOCATION:** Located within the Tara Plat at the southwest corner of Griffin Road and 184<sup>th</sup> Avenue.

**PETITIONER/  
OWNER:** Akai Estates, LLC / Alex Yokana, Manager  
333 Las Olas Way, Unit No. 1  
Fort Lauderdale, FL 33301

**AGENT:** Schwebke-Shiskin & Associates, Inc.  
3240 Corporate Way  
Miramar, FL 33025

**LAND USE PLAN  
DESIGNATION:** Rural Ranch

**ZONING:** A-1, Agricultural Estate District

**PUBLIC NOTICE:** Legal ad in newspaper

**EXHIBITS:** Staff report, aerial photograph, map series showing easements to be vacated and dedicated, notification map and mailing label list.

**BACKGROUND AND ANALYSIS**

The petitioner is applying to reconfigure most of the drainage easements within the Tara Plat, formerly site planned as Downey Ranch Estates, and newly site planned as Akai Estates (Application No. SP-57-14). The new site plan reconfigures the platted drainage easements within the property to reflect several changes in conditions that have occurred since the property was platted in 1997. These changes include the closure of the connection from the SW 184<sup>th</sup> Avenue Canal to the C-11 Canal, deferral of construction of SW 184<sup>th</sup> Avenue and associated relocation of the 184<sup>th</sup> Avenue canal, and a new internal street serving Lots 1 through 4 in lieu of direct access from SW 184<sup>th</sup> Avenue.

Reconfiguring platted drainage easements requires first vacating the existing easements and then dedicating new easements. Most of the drainage easements within the plat are being vacated and replaced with new easements of different dimension and/or configuration. Three maps are attached as exhibits to this report, showing the existing easements to be vacated, the new easements to be dedicated, and the resulting configuring of drainage easements once the existing easements are vacated and new easements are dedicated.

The drainage easements were dedicated to the South Broward Drainage District (SBDD), but the dedication language for some of the easements stated that a partial purpose for the easements was to drain public roadways. For this reason, both SBDD and the Town need to vacate these easements. The SBDD Board authorized the vacation and rededication of the easements in May of this year.

**RECOMMENDATION**

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.
3. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with a condition such as:
  - a) Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may

not be limited to, expenses for engineering, legal, and any related expenses that the Town has or will incur as a direct cost of this application.



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

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

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

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andy Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 11/18/2016  
**SUBJECT:** Waiver of Plat No. WP-15-16

### **Recommendation**

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.
3. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with a condition such those enumerated in the staff report.

### **Strategic Priorities**

A. Sound Governance

### **Background**

The applicant is requesting approval of a Waiver of Plat to subdivide 4.55 net acres on the west side of SW 208<sup>th</sup> Lane ("Property") into two parcels of 2.27 net acres each. The Property has a land use plan designation of Rural Ranch and is zoned RR, Rural Ranches, both of which allow residential development at 1 unit per 2 net acres, or 1 unit per 2.5 gross acres. The proposed subdivision will conform with the minimum lot area requirements, and will exceed the minimum lot width requirement of 125 feet.

**Fiscal Impact/Analysis**

Not Applicable

**Staff Contact:**

Jeff Katims

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	12/2/2016	Resolution
Staff Report	11/18/2016	Backup Material
Survey	11/18/2016	Backup Material
Mail Notice Map	11/18/2016	Backup Material
Mail Notice List	11/18/2016	Backup Material

**RESOLUTION NO. 2017-\_\_\_\_**

**A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-15-16 TO SUBDIVIDE APPROXIMATELY 4.55 NET ACRES OF PROPERTY INTO TWO LOTS OF APPROXIMATELY 2.28 AND 2.17 NET ACRES; GENERALLY LOCATED AT THE NORTHWEST QUADRANT OF SW 208<sup>th</sup> LANE AND SW 54<sup>TH</sup> PLACE, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, SWR 5080, LLC, a Florida limited liability company, is the owner ("Owner") of a 4.55 acre parcel of land legally described as:

**Tract 63, In Section 34, Township 50 South, Range 39 East, "EVERGLADES LAND COMPANY SUBDIVISION", according to the Plat thereof recorded in Plat Book 2 Page 1, of the Public Records Of Miami-Dade County, said lands situate, lying and being in Broward County, Florida, LESS the East 25 feet for road right-of-way (the "Property"); and**

**WHEREAS**, Section 115-070 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires Town Council approval of a plat or Waiver of Plat application prior to the subdivision of a parcel of land into two (2) lots; and

**WHEREAS**, at a duly noticed public hearing held on December 8, 2016 the Town Council reviewed Application No. WP-15-16 submitted by Owner, with Pulice Land Surveyors, Inc., acting as agent, to subdivide the Property, which is 4.55 acres (before right-of-way dedication) into two parcels of 2.17 and 2.28 acres net area (post right-of-way dedication) without platting; and

**WHEREAS**, the Property has a Rural Ranch land use plan designation and Rural Ranches zoning designation, both of which require 2.0 net or 2.5 gross acres per lot; and

**WHEREAS**, the Rural Ranches zoning regulations require a minimum lot width of 125 feet; and

**WHEREAS**, the subdivision complies with the minimum lot size and dimensional requirements of the Rural Ranch land use plan designation and Rural Ranches zoning designations, has legal and sufficient access, and will not create or exacerbate any nonconformities with the development standards of the ULDC.

Resolution No. 2017-

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

**Section 1. Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Approval with conditions.** That, at a duly noticed public hearing held on December 8, 2016 following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-15-16, for the property described below and depicted in Exhibits "A," through "C" attached hereto and made a part hereof, subject to the following conditions of approval, all of which shall have been satisfied prior to the recordation of this Resolution:

1. Provide proof of clear title to the Town Attorney, in the form of an Opinion of Title.
2. Execute and record a quit-claim deed to the Town for 15 feet of right-of-way for SW 54th Place prior to recordation of the resolution approving this application.
3. Execute a right-of-way occupancy agreement with the Town for the fence located within the newly dedicated right-of-way.
4. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, legal, and any related expenses that the Town has or will incur as a direct cost of this application.
5. Conditions 1 through 4 above must be satisfied by June 8<sup>th</sup>, 2017 (six (6) months from the date of approval). Failure to do so will cause this approval to expire and become null and void.

**Section 3. Effectuation.** The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

**Section 4. Recordation.** This Resolution shall be recorded in the Public Records of Broward County, Florida upon the Owners satisfaction of all conditions of approval enumerated in Section 2 herein.

**Section 5. Effective date.** This Resolution shall become effective upon the property owner's satisfaction of the conditions of approval enumerated in Section 2 herein.

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

Florida, this \_\_\_ day of \_\_\_\_\_ 2016, on a motion by \_\_\_\_\_ and

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

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Doug McKay, Mayor

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

113697345.1

This page  
intentionally left blank

**LEGAL DESCRIPTION: OVERALL**

TRACT 63, IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, LESS THE EAST 25 FEET FOR ROAD RIGHT-OF-WAY.

**LEGAL DESCRIPTION: LOT 1**

THE SOUTH 1/2 OF TRACT 63, IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING

**LEGAL DESCRIPTION: LOT 2**

THE NORTH 1/2 OF TRACT 63, IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, LESS THE EAST 25 FEET FOR ROAD RIGHT-OF-WAY.







**TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT**

December 8, 2016

**SUBJECT:** Waiver of Plat Application WP-015-16

**LOCATION:** 5385 SW 208<sup>th</sup> Lane. Generally located at the northwest quadrant of SW 208<sup>th</sup> Lane and SW 54<sup>th</sup> Place.

**OWNER/APPLICANT:** Oswaldo Guerra

**AGENT:** Pulice Land Surveyors, Inc.

**LAND USE PLAN DESIGNATION:** Rural Ranch

**ZONING:** RR – Rural Ranches

**PUBLIC NOTICE:** Legal notice in newspaper, mail notice

**EXHIBITS:** Staff Report, aerial photograph, survey, notification map and mailing label list

**BACKGROUND AND ANALYSIS**

The applicant is requesting approval of a Waiver of Plat to subdivide 4.55 net acres on the west side of SW 208<sup>th</sup> Lane (“Property”) into two parcels of 2.27 net acres each. The Property has a land use plan designation of Rural Ranch and is zoned RR, Rural Ranches, both of which allow residential development at 1 unit per 2 net acres, or 1 unit per 2.5 gross acres. The proposed subdivision will conform with the minimum lot area requirements, and will exceed the minimum lot width requirement of 125 feet.

The property is undeveloped. Therefore, the proposed subdivision will not create nonconformities with regard to land development code requirements, including setbacks, pervious area, and lot coverage. Both lots will access SW 208<sup>th</sup> Lane, for which no additional right-of-way is required.

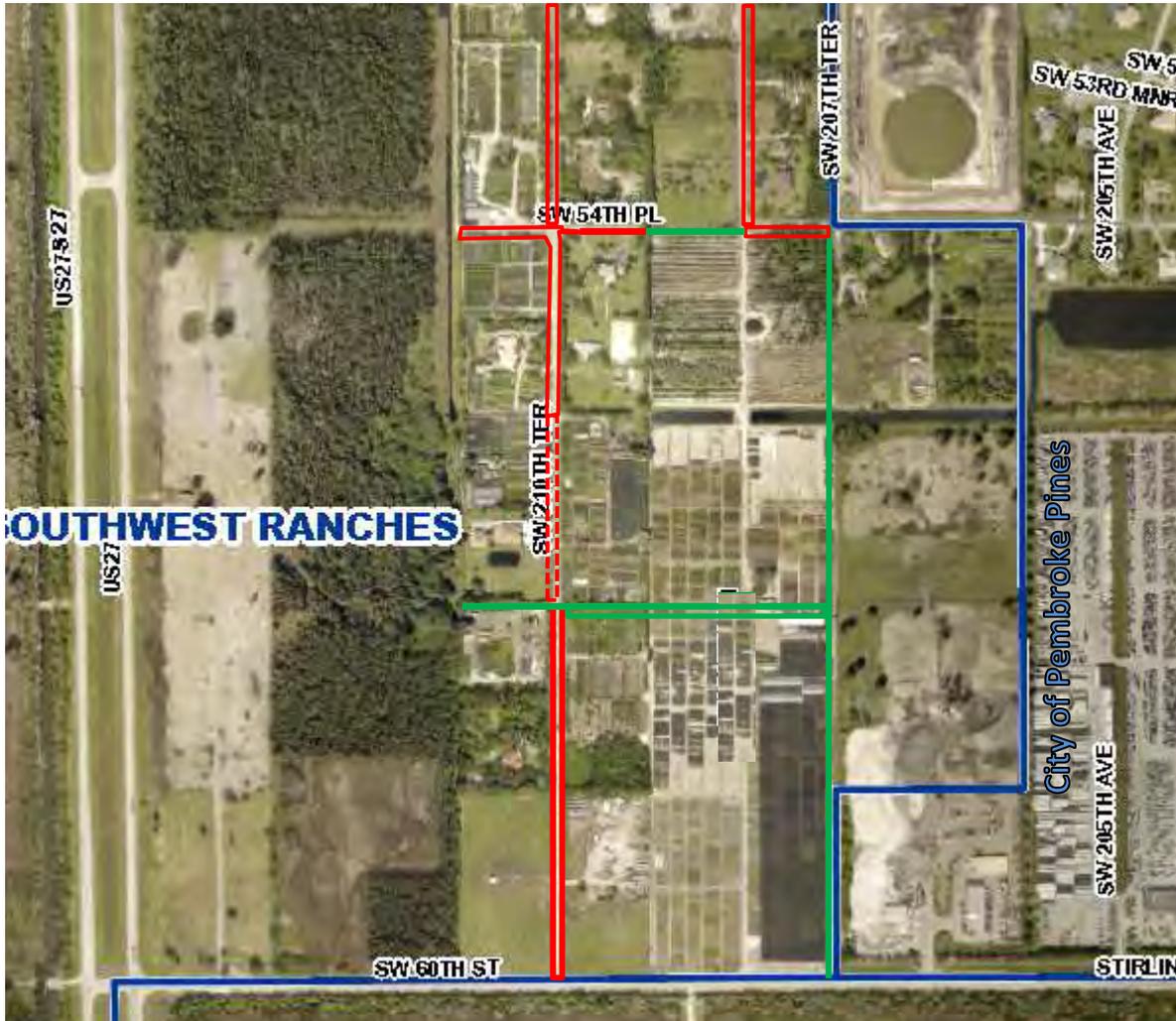
SW 54<sup>th</sup> Place, an unimproved right-of-way bordering the Property on the south, has only 20 feet of total right-of-way (10 feet on each side of the platted centerline). A 15 foot dedication is required in order to complete the 25-foot half-section for this street. The current street network for this portion of the Town south of SW 54<sup>th</sup> Place consists solely of SW 210<sup>th</sup> Terrace providing north-south access, and SW 54<sup>th</sup> Place serving as (partial/segmented) east-west access. There is an unimproved, east-west right-of-way one-quarter mile south of SW 54<sup>th</sup> Place ranging from 10 to 20 feet in width, and a 10-foot north-south right-of-way that lines up with SW 207<sup>th</sup> Terrace, abutting the Town’s border with Pembroke Pines (see Exhibit “A” to this report for street and right-of-way map). Staff believes it in the best interests of the Town to reserve the 15 feet of right-of-way for SW 54<sup>th</sup> Place to provide for different future access scenarios as this largely agricultural area of the Town develops over time. Both lots will meet the minimum lot size and dimensional requirements after the dedication.

The petitioner has received letters of no objection from all applicable utility companies. The Fire Marshall will review at the time of building permit. The Town Engineer has no objections to the request. There are no open Code Compliance cases against the property. The petitioner has provided the School Capacity Availability Determination (SCAD) from Broward County as part of the application. The South Broward Drainage District will require designation of Surface Water Management Areas prior to its approval of any development or construction permits on the parcels.

**RECOMMENDATION**

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.
3. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with a condition such as:
  - a. Provide proof of clear title to the Town Attorney, execute and record a quit-claim deed to the Town for 15 feet of right-of-way for SW 54th Place prior to recordation of the resolution approving this application.
  - b. Execute a right-of-way occupancy agreement with the Town for the fence located within the newly dedicated right-of-way.
  - c. The approval of Application No. WP-015-16 shall not become effective until the resolution approving the application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.
  - d. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, legal, and any related expenses that the Town has or will incur as a direct cost of this application.

**Exhibit "A"**  
**Location Map, Rights-of-Way and Existing Streets**



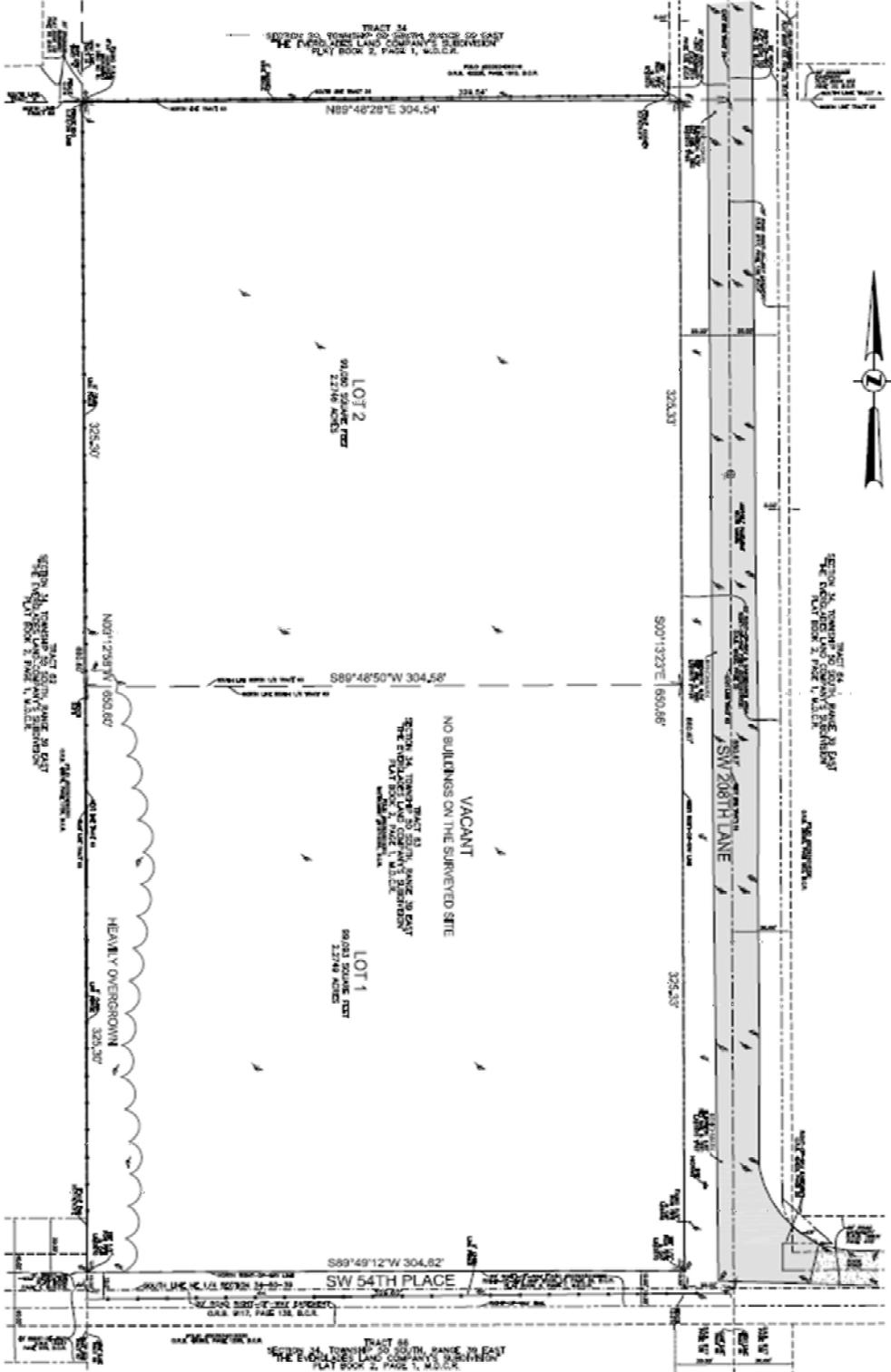
- Unimproved right-of-way (width varies)
- Improved right-of-way (width varies)
- - Improved easement (undocumented)



# Exhibit "B"

## Survey of Entire Tract

TRACT 204 BY PLAT 1, LAND SURVEY, NO. 44, 2007  
 PART OF PART OF THIS QUARTER MAY BE RECORDED IN  
 FROM OR BY ANY MEANS, WITHOUT FURTHER NOTICE  
 IN AN ORDER OF PUBLIC LAND SURVEY, N.C.







**LEGEND**

- ROCK ASPHALT PAVEMENT
- ELEVATION
- CENTERLINE
- O.R.B. OFFICIAL RECORDS BOOK
- B.C.R. BROWARD COUNTY RECORDS
- M.D.C.R. MIAMI-DADE COUNTY RECORDS
- P.R.M. PERMANENT REFERENCE MONUMENT
- TRAVELER POINT (FOR FIELD INFORMATION ONLY)

**LEGAL DESCRIPTION- OVERALL**

TRACT 63, IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, LESS THE EAST 25 FEET FOR ROAD RIGHT-OF-WAY.

**LEGAL DESCRIPTION- LOT 1**

THE SOUTH 1/2 OF TRACT 63, IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, LESS THE EAST 25 FEET FOR ROAD RIGHT-OF-WAY.

**LEGAL DESCRIPTION- LOT 2**

THE NORTH 1/2 OF TRACT 63, IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, LESS THE EAST 25 FEET FOR ROAD RIGHT-OF-WAY.

**BOUNDARY AND TOPOGRAPHIC SURVEY**

**WAIVER OF PLAT**

PORTION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST

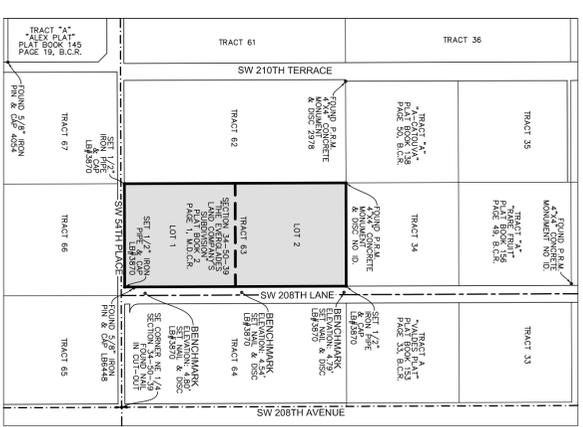
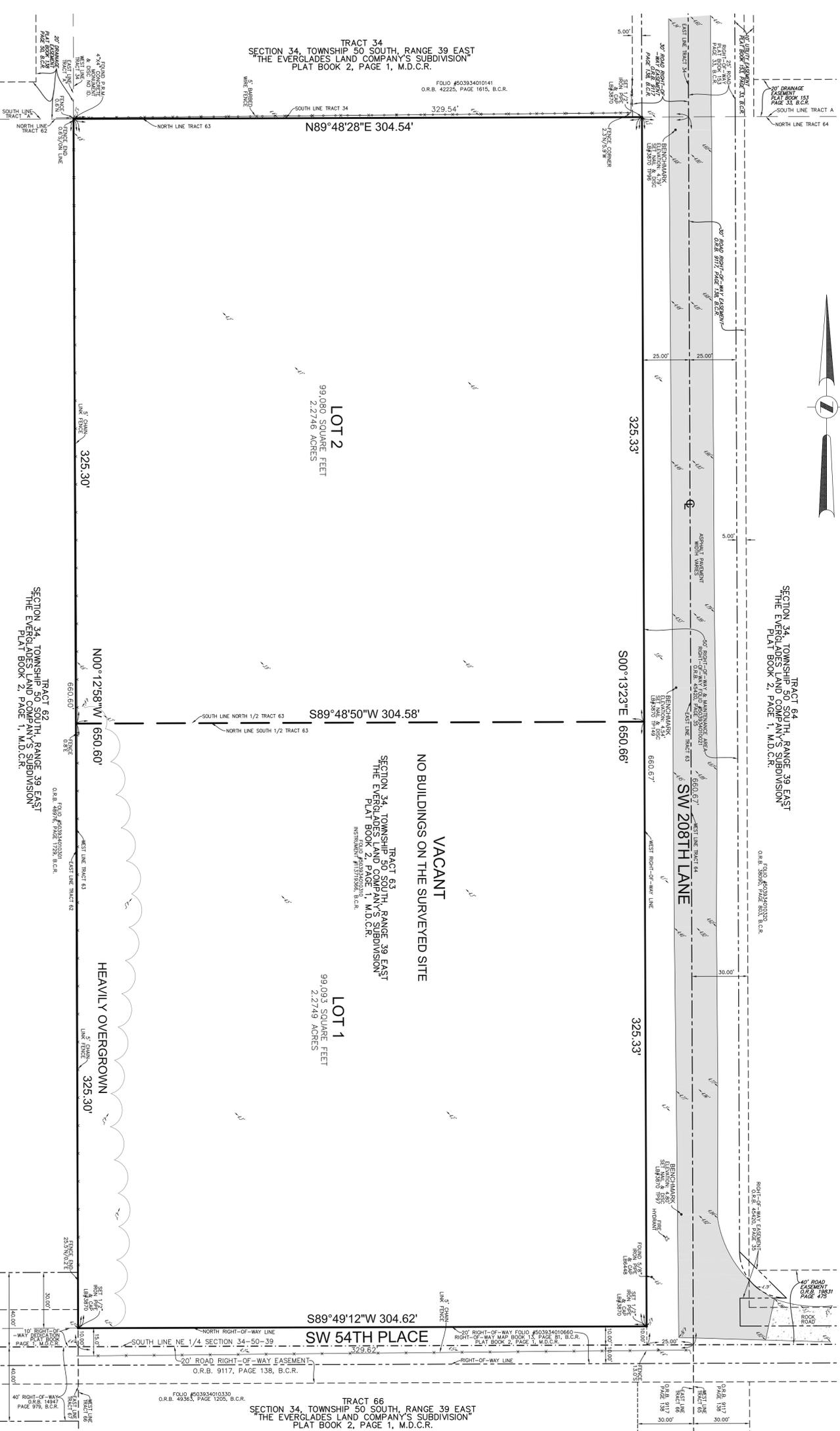
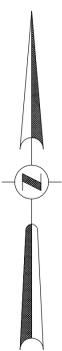
FOR: **SWR5380, LLC**

5380 SW 208TH LANE

SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA 33332

**CONTACT PERSON INFORMATION**

PULICE LAND SURVEYORS, INC.-JANE STORMS  
 TELEPHONE NUMBER: 954-572-1778  
 FAX NUMBER: 954-572-1777  
 E-MAIL ADDRESS: JANE@PULICELANDSURVEYORS.COM



**VICINITY MAP**  
NOT TO SCALE

**NOTES:**

- 1) THIS SITE CONTAINS 198,173 SQUARE FEET (4,549 ACRES) MORE OR LESS. LOT 1 CONTAINS 99,093 SQUARE FEET (2,2748 ACRES) MORE OR LESS. LOT 2 CONTAINS 99,080 SQUARE FEET (2,2746 ACRES) MORE OR LESS.
- 2) BOUNDARIES ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.
- 3) FLOOD ZONE: AH; BASE FLOOD ELEVATION: 5 FEET; PANEL: 120691
- 4) 0520H; MAP DATE: 8/18/14.
- 5) THIS SITE LIES IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, BROWARD COUNTY, FLORIDA.
- 6) BEARINGS ARE BASED ON THE NORTH LINE OF TRACT 62 BEING N89°48'28\"/>

**CERTIFICATION:**

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND FORESTRY SERVICES (DOACS) CHIEF OF BUREAU OF LAND ADMINISTRATION CODE, SUBSANT TO SECTION 472.021, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER, LS2691
- BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER, LS61326
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER, LS62724
- STATE OF FLORIDA

NO.	REVISIONS	BY
1		
2		
3		

**BOUNDARY AND TOPOGRAPHIC SURVEY AND WAIVER OF PLAT**

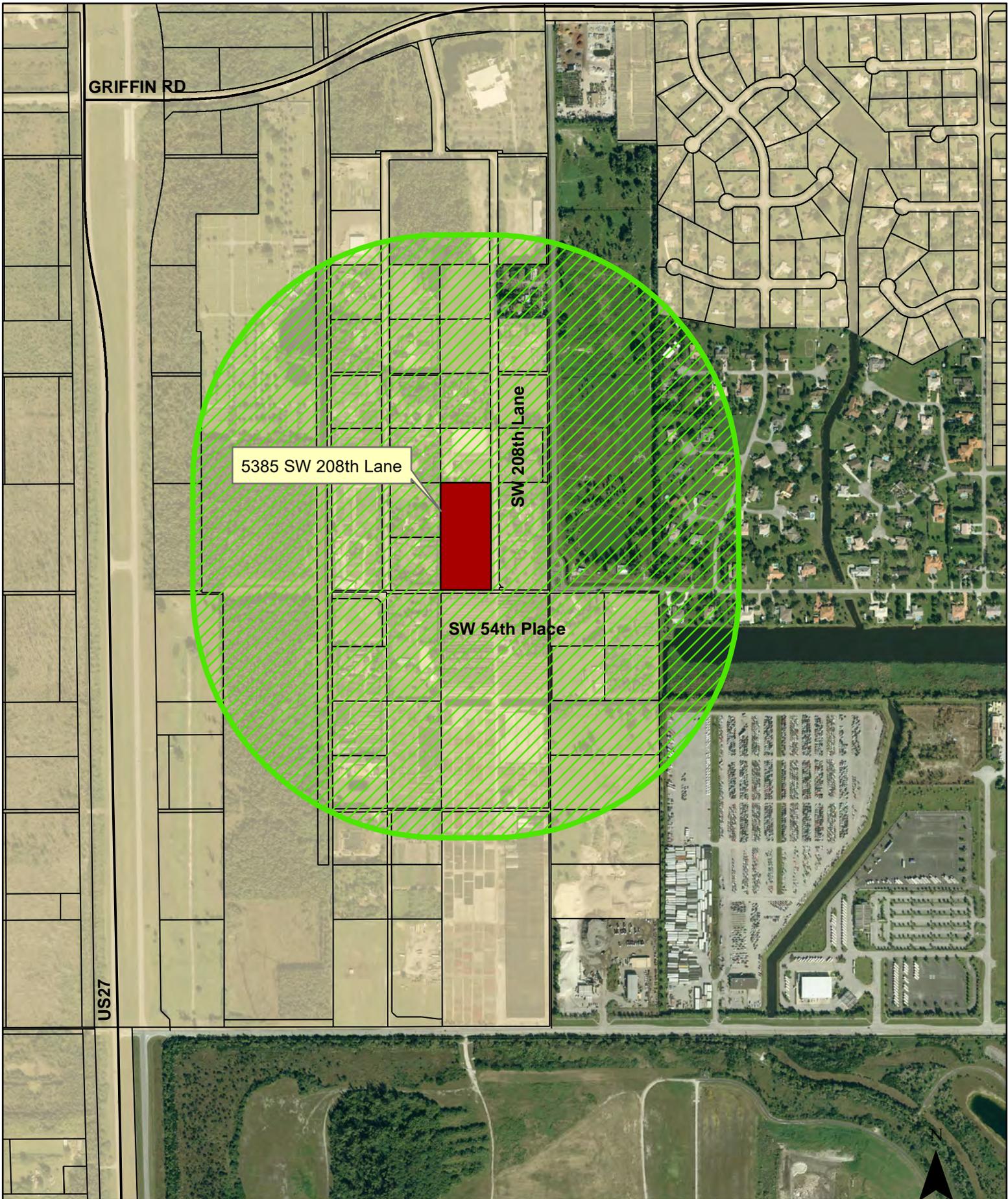
**VACANT PARCEL**  
 5385 SW 208TH LANE  
 SOUTHWEST RANCHES  
 BROWARD COUNTY, FLORIDA

**PULICE LAND SURVEYORS, INC.**  
 5381 NOB HILL ROAD  
 SUNRISE, FLORIDA 33361

E-MAIL: [survey@pulicelandsurveyors.com](mailto:survey@pulicelandsurveyors.com)  
 TELEPHONE: (954) 572-1777  
 FAX: (954) 572-1778

CERTIFICATE OF AUTHORIZATION LB#3870  
 DRAWN BY: BE  
 CHECKED BY: JFP  
 SCALE: 1" = 30'  
 SURVEY DATE: 06/20/16  
 FILE: SWR5380.LLC  
 ORDER NO.: 81252

COPYRIGHT 2016 BY PULICE LAND SURVEYORS, INC. ALL RIGHTS RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED, IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.



-  5385 SW 208th Lane
-  1500 Ft Buffer
-  Southwest Ranches

Proposed Waiver of Plat  
5385 SW 208th Lane,  
Southwest Ranches, FL



Name Line 1	Name Line 2
E&C PANDO FAM TR CID,RIGOBERTO & AMPARO BERGERON SW RANCHES LLC EDJAC LLC	PANDO,ROBERTO JR TRSTEE ETAL
KHAN'S NURSERY INC HARROD,DIANA J H/E LAZCANO,MARITZA	HARROD,JAMES M JR
E&C PANDO FAM TR ERENS,RICHARD B & CAROL LEE BERGERON US 27 LLC SWR 5380 LLC	PANDO,ROBERTO JR TRSTEE ETAL
CID,RIGOBERTO & AMPARO JOEL MILLER CREDIT SHELTER TR SERNA,CRISTYAN AMEZQUITA,EDGAR	MILLER,MARSHA B TRSTEE ETAL SINTES-SERNA,MARIA CAROLINA
GAIS,ANGELO CAMACHO,ISRAEL SR IVY,THOMAS EDWARD JR & JAZMIN D WARREN,AUDREY L	THOMAS E & JAZMIN D IVY LIV TR
AMEZQUITA,EDGAR WEEKLEY BROS LEASING LTD JUST PERFECT LANDSCAPING INC WEEKLEY BROS LEASING LTD	
OLD FARM LLC JEAN-MARIE,SOREL SOUTH FLORIDA WATER MANAGEMENT DISTRICT WEEKLEY BROS LEASING	PAUL,MARIE ANGE
WEISS,JODI M RARE FRUIT & VEGETABLE COUNCIL KHAN,KAMELIA JOAN M VARDAMN REV TR	FREEMAN,PAUL KHAN,SHELLEZA & KHAN,FARAH VARDAMAN,JOAN M TRSTEE ETAL
CID,RIGOBERTO & AMPARO ROSENDO,MANUEL WEEKLEY BROS LEASING LTD BERGERON SW RANCHES US 27 LLC	
WEEKLEY BROS LEASING LTD KHAN,HABEEB & MOONIAH WEEKLEY BROS LEASING LTD WEEKLEY BROS LEASING	HABEEB & MOONIAH KHAN REV TR
IGLESIA CRISTIANA SENALES IGLESIA CRISTIANA SENALES BOYETT,MARY KATHERINE H/E JOAN M VARDAMAN REV TR	DE VIDA INC DE VIDA INC MARTELL,LAWRENCE J VARDAMAN,JOAN M TRSTEE ETAL
CLARK,WESLEY J JR TOWN OF SOUTHWEST RANCHES TOWN OF SOUTHWEST RANCHES SCI FUNERAL SERVICES OF FL LLC	
210 TERR LLC SOUTH FLORIDA WATER MANAGEMENT DISTRICT PODRECCA,ADOLFO & KATHY PATERNOSTER,RANDY B & BRANDY L	
SOUTH BROWARD DRAINAGE DISTRICT	

Address	City	State	Zip
287 LAS BRISAS CT	CORAL GABLES	FL	33143
19910 NW 8 ST	PEMBROKE PINES	FL	33029
19612 SW 69 PL	FORT LAUDERDALE	FL	33332
15200 TATENSHALL TRL	SOUTHWEST RANCHES	FL	33331
5425 SW 210 TER	SOUTHWEST RANCHES	FL	33332
5320 SW 210 TER	FORT LAUDERDALE	FL	33332
10051 PINES BLVD STE D	PEMBROKE PINES	FL	33024
287 LAS BRISAS CT	CORAL GABLES	FL	33143
20950 SW 54 PL	SOUTHWEST RANCHES	FL	33332
19612 SW 69 PL	FORT LAUDERDALE	FL	33332
1051 CEDAR FALLS DR	WESTON	FL	33327
5130 SW 210 TER	SOUTHWEST RANCHES	FL	33332
7927 HIBISCUS CIR	TAMARAC	FL	33321
5120 SW 208 LN	PEMBROKE PINES	FL	33332
780 SW 167 AVE	PEMBROKE PINES	FL	33027
5200 SW 210 TER	SOUTHWEST RANCHES	FL	33332
20521 SW 54 PL	FORT LAUDERDALE	FL	33332
5701 SW 210 TER	SOUTHWEST RANCHES	FL	33332
5131 SW 210 TER	SOUTHWEST RANCHES	FL	33332
4700 SW 186 AVE	SOUTHWEST RANCHES	FL	33332
20701 STIRLING ROAD	PEMBROKE PINES	FL	33332
5345 SW 210 TER	SOUTHWEST RANCHES	FL	33332
20701 STIRLING ROAD	PEMBROKE PINES	FL	33332
18701 NW 3 ST	PEMBROKE PINES	FL	33029
5130 SW 208 LN	SOUTHWEST RANCHES	FL	33332
PO BOX 24680	WEST PALM BEACH	FL	33416
20701 STIRLING ROAD	SOUTHWEST RANCHES	FL	33332
2977 WENTWORTH	WESTON	FL	33332
5105 SW 208 LN	SOUTHWEST RANCHES	FL	33332
12309 ABBERTON CT	ORLANDO	FL	32837
704 HENSEL HILL RD E	PORT ORANGE	FL	32127
5130 SW 210 TER	SOUTHWEST RANCHES	FL	33332
5121 SW 210 TER	SOUTHWEST RANCHES	FL	33332
20701 STIRLING RD	PEMBROKE PINES	FL	33332
19612 SW 69 PL	FORT LAUDERDALE	FL	33332
20701 STIRLING ROAD	PEMBROKE PINES	FL	33332
5425 SW 210 TER	SOUTHWEST RANCHES	FL	33332
20701 STIRLING ROAD	PEMBROKE PINES	FL	33332
20701 STIRLING ROAD	SOUTHWEST RANCHES	FL	33332
1800 N STATE RD 7	HOLLYWOOD	FL	33021
1800 N STATE RD 7	HOLLYWOOD	FL	33021
5380 SW 208 LANE	SOUTHWEST RANCHES	FL	33332
704 HENSEL HILL RD E	PORT ORANGE	FL	32127
20720 SW 54 PL	SOUTHWEST RANCHES	FL	33332
13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330
13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330
1929 ALLEN PKWY	HOUSTON	TX	77019
13200 SW 28 CT	COOPER CITY	FL	33330
PO BOX 24680	WEST PALM BEACH	FL	33416
20530 SW 50 PL	SOUTHWEST RANCHES	FL	33332
20526 SW 54 PL	PEMBROKE PINES	FL	33332
6591 SW 160 AVE	SOUTHWEST RANCHES	FL	33331



**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:** Andy Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 10/17/2016  
**SUBJECT:** New land use category for US-27 (Text Amendment)

---

### **Recommendation**

Adopt on second reading.

### **Strategic Priorities**

A. Sound Governance

### **Background**

This ordinance amends the comprehensive plan to create a new land use category for the US Highway 27 corridor. On August 25, 2016, Council approved the ordinance on first reading for transmittal to DEO, FDOT, SFWMD, FDOE, SFRPC, Florida Dept. of State, FDEP, BCEP, and BCPC for review.

None of the agencies raised objections to the amendment. The ordinance is now before Council for second reading and adoption. If adopted, Town staff will transmit the adopted ordinance to the state land planning agency. The ordinance will take effect 31 days after DEO determines that the adopted package is complete.

### **Fiscal Impact/Analysis**

N/A

**Staff Contact:**

Jeff Katims, AICP, CNU-A

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance - TA Approved on First Read	11/18/2016	Ordinance
DEO Letter of No Objection	10/21/2016	Backup Material
Revisions per Council motion to approve on first reading	10/21/2016	Backup Material

**ORDINANCE NO. 2017 –**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN ESTABLISHING A NEW LAND USE DESIGNATION ENTITLED, "US HIGHWAY 27 BUSINESS" WITH SUPPORTING OBJECTIVES AND POLICIES; REVISING THE LISTS OF PERMITTED USES WITHIN NONRESIDENTIAL LAND USE DESIGNATIONS AND SUPPORTING OBJECTIVES AND POLICIES; MAKING REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Southwest Ranches ("Town Council") directed the Comprehensive Plan Advisory Board of the Town of Southwest Ranches ("CPAB") to identify areas of the Town that are unsuitable or marginal for rural residential use, but which could be appropriate for nonresidential/nonagricultural use without diminishing the Town's rural character impinging upon the rural lifestyle of Town residents; and

**WHEREAS**, the CPAB identified US Highway 27 corridor as a potential light-industrial business area, as US Highway 27 is a trucking route with state-wide access that is also being studied as a freight rail corridor with state-wide access, and is buffered from the inhabitable portion of the Town by a cemetery that has an average width exceeding 500 feet; and

**WHEREAS**, the Town Council concurs that US Highway 27 is a suitable location for business development that, if properly regulated and restricted, will not detract from the Town's rural character or the rural lifestyle of the Town's residents, and will not degrade the Town's groundwater; and

**WHEREAS**, the Town Council has carefully considered a comprehensive set of policies and use restrictions that would form the framework for evaluating land use plan amendment petitions seeking the US Highway 27 Business designation, evaluating companion petitions for rezoning and site plan, and regulating the resulting development and uses; and

**WHEREAS**, the CPAB recommended additional amendments to the nonresidential/nonagricultural permitted uses and implementing policies of the adopted Comprehensive Plan in order to further protect the Town’s rural character and the Town residents’ rural lifestyle; and

**WHEREAS**, the CPAB recommended several text amendments of a housekeeping nature; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency of the Town of Southwest Ranches, conducted a duly noticed public hearing on August 25, 2016 to consider the amendments; and

**WHEREAS**, the Town Council has carefully considered the recommendations of the CPAB, and has determined that establishing a “US Highway 27 Business” land use designation for potential applicability to the US Highway 27 corridor would diversify the Town’s tax base while protecting the Town’s rural character and the rural lifestyle of the Town’s residents; and

**WHEREAS**, the Town Council finds that the CPAB recommendations for revising the permitted uses and supporting policies in the comprehensive plan for other nonresidential/nonagricultural uses will further protect the Town’s rural character and lifestyle.

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

**Section 1:** That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2:** That the Future Land Use Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended pursuant to Exhibit “A”, attached hereto and made a part hereof.

**Section 3:** That the Town Planner is hereby directed to transmit the amendments set forth herein to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments immediately following the second and final reading of this Ordinance.

**Section 4:** That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Element subsequent to the effective date of this Ordinance, and that the Town Council hereby requests such recertification.

**Section 5: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 6: Severability.** If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

**Section 7: Effective Date.** This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**PASSED ON FIRST READING** this 25<sup>th</sup> day of August, 2016 on a motion made by Vice Chair McKay and seconded by Council Member Jablonski.

**PASSED AND ADOPTED ON SECOND READING** this 8th day of December, 2016, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Jablonski	_____	Absent	_____
Fisikelli	_____	Abstaining	_____
Schroeder	_____		

\_\_\_\_\_  
Doug McKay, Mayor

ATTEST:

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

113379972.1

This page  
intentionally left blank

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

October 14, 2016

The Honorable Jeff Nelson  
Mayor, Town of Southwest Ranches  
Town Hall  
13400 Griffin Road  
Southwest Ranches, Florida 33330-2628

Dear Mayor Nelson:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the Town of Southwest Ranches, Amendment No. 16-1ESR, which was received on September 16, 2016. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

Pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the Town of Southwest Ranches. If other reviewing agencies provide comments, we recommend the Town of Southwest Ranches consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption.

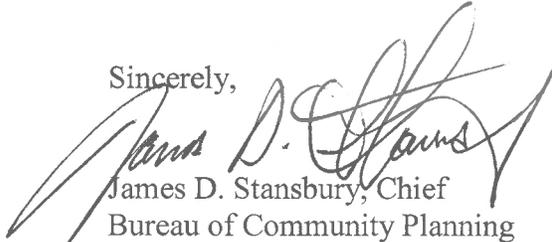
The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Pennington, at (850) 717-8524, or by email at [dan.pennington@deo.myflorida.com](mailto:dan.pennington@deo.myflorida.com).

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning

JS/dp

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Isabel Cosio Carballo, Executive Director, South Florida Regional Council  
Jeff Katims, AICP, Mellgren Planning Group

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS**

**FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

\_\_\_\_\_ Department of Economic Opportunity identification number for adopted amendment package;

\_\_\_\_\_ Summary description of the adoption package, including any amendments proposed but not adopted;

\_\_\_\_\_ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

\_\_\_\_\_ Ordinance number and adoption date;

\_\_\_\_\_ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

\_\_\_\_\_ Name, title, address, telephone, FAX number and e-mail address of local government contact;

\_\_\_\_\_ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

\_\_\_\_\_ In the case of text amendments, changes should be shown in strike-through/underline format.

\_\_\_\_\_ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

\_\_\_\_\_ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

\_\_\_\_\_ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

\_\_\_\_\_ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

\_\_\_\_\_ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

\_\_\_\_\_ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

**ORIGINAL LANGUAGE**

**FLUE POLICY 1.8.g:** Buildings shall not exceed forty (40) feet in height, measured to the highest point on the building, including parapets and roof-mounted equipment, provided that the Town Council may authorize up to five (5) additional feet of height after consideration of a line-of-site study demonstrating that the additional height will not adversely affect any property with a rural land use plan designation.

**FLUE POLICY 1.8.i:** Development shall utilize extensive buffering in order to screen the development from view along any adjacent street, and shall utilize pleasing architecture and building placement to emphasize and showcase the building(s) while screening parking and outdoor storage areas behind the building or additional screening features.

**FLUE POLICY 1.8-p:** All land designated US Highway 27 Business shall be connected to municipal water and sewer prior to occupancy

**COUNCIL REVISIONS:**

**FLUE POLICY 1.8.g:** Buildings shall not exceed forty (40) feet in height, measured to the highest point on the building, including parapets and roof-mounted equipment, provided that the Town Council may authorize up to eight (8) additional feet of height after consideration of a line-of-site study demonstrating that the additional height will not adversely affect any property with a rural land use plan designation.

**FLUE POLICY 1.8.i:** Development shall utilize extensive buffering in order to screen the development from properties with a rural land use plan designation, and shall utilize pleasing architecture and building placement to emphasize and showcase the building(s), while locating parking and outdoor storage areas behind the buildings or otherwise screening them from U.S. Highway 27, Stirling Road and Griffin Road. [Rest of policy is unchanged.]

**FLUE POLICY 1.8-p:** All land designated US Highway 27 Business shall be connected to the City of Sunrise water and sewer systems prior to occupancy.

This page  
intentionally left blank



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

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

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

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñiz, Assistant Town Administrator/Town Clerk  
**DATE:** 12/8/2016  
**SUBJECT:** Code Amendment - Parking Enforcement

---

### **Recommendation**

Motion to approve the ordinance.

### **Strategic Priorities**

- A. Sound Governance
- C. Reliable Public Safety

### **Background**

On August 27, 2015, the Town Council passed Ordinance 2015-005 which created Chapter 24, Article IV, of the Town's Code of Ordinances entitled Parking, Stopping, and Standing Enforcement which was intended to provide police officers or anyone so authorized to issue parking citations for violations related to disabled parking laws. The ordinance also delegated collection and enforcement authority to the Clerk of the Broward County Courts.

### **Fiscal Impact/Analysis**

There is no fiscal impact for the passage of the ordinance. Should a citation be issued, the fee to the violator is \$252.00 for disabled parking citations, and \$30 for all other citations. Of this amount the Town will receive \$242.50 and \$22.50 respectively when the citation is remitted to the Clerk of Courts and paid. These net amounts reflect processing charges by the Clerk of Courts, per the Interlocal Agreement (ILA) entered into via Resolution 2015-066

on August 27, 2015. No projections can be made on the number of citations that might be issued.

**Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Parking Ordinance - TA Approved	12/1/2016	Ordinance

**ORDINANCE NO. 2017-**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING CHAPTER 24, ARTICLE IV, ENTITLED "PARKING, STOPPING, AND STANDING ENFORCEMENT" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO PROVIDE FOR DEFINITIONS AND PROHIBITED PARKING ON STREETS WITHIN THE TOWN'S MUNICIPAL BOUNDARIES; AUTHORIZING THE ISSUANCE OF CITATIONS FOR NON MOVING VIOLATIONS; AUTHORIZING SERVICE OF PARKING TICKETS ON PARKED VEHICLES; AUTHORIZING THE REMOVAL AND IMPOUNDMENT OF VEHICLES IN VIOLATION; PROVIDING FOR INCLUSION IN THE TOWN CODE, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Southwest Ranches wishes to update its Ordinances to provide for laws which govern stopping, standing and parking of vehicles within the Town, to comply with current State laws; and

**WHEREAS**, the Town of Southwest Ranches desires to provide for the regulation of the operation of motor vehicles, traffic and parking within the municipal boundaries of the Town of Southwest Ranches; and

**WHEREAS**, the Town of Southwest Ranches believes that it is in the best interest of the health, safety, and welfare of its residents to provide for the enforcement of the violations of these regulations.

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

**SECTION 1.** The following sections shall be codified within Chapter 24, Article IV, entitled "Parking, Stopping, and Standing Enforcement," and shall be codified as follows:

**Sec. 24-44. - Parking control devices—Defined.**

For the purposes of this article, a "parking control device" is defined to include, but not be limited to, parking meters, pavement markings, and signs. To the extent practicable, these devices shall conform to commonly recognized state or county devices used for the same purpose in other jurisdictions. However, nothing in this section shall invalidate any parking-control device installed at the discretion, direction, or approval of the Town, the State, or Broward County.

**Sec. 24-45. - Same—Adherence to.**

It shall be a violation of this article for any person to stop, stand, or park a vehicle in a manner other than that required by the parking-control device placed at that location under the authority of the preceding section.

**Sec. 24-46. - Temporary parking.**

Nothing herein shall prohibit the reasonable parking and use of any vehicle or equipment at a location while performing lawful and authorized work, public or private, at the location, including:

- (a) Tradesmen performing service work or making deliveries of merchandise.
- (b) Public utility service work.

- (c) Temporary parking for the purpose and actual performance of loading or unloading a vehicle in preparation for or upon return from the use of said vehicle; provided, however, that any vehicle so parked be kept in the driveway where possible.

**Sec. 24-47. - Parking for certain purposes prohibited.**

No person shall park a vehicle upon any street, swale, public right-of-way, or vacant unimproved real property for the principal purpose of:

- (a) Displaying such vehicle for sale.
- (b) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.
- (c) Displaying advertising.
- (d) Selling merchandise from such vehicle except in a duly established market place, or when so authorized or licensed under the ordinances of this municipality.
- (e) Storage or as junkage or dead storage for more than twenty-four (24) hours.

**Sec. 24-48. – Prima Facie Evidence & Right of Removal**

- (a) It shall be prima facie evidence that a vehicle is parked for the purpose of dead storage when such vehicle is parked upon any street, public right-of-way or vacant unimproved real property for more than twenty-four (24) consecutive hours.

- (b) The police department or code enforcement officer of the town shall have the authority to remove or tow away, at the expense of the owner of a wrongfully parked vehicle, any vehicle in violation of this section.

**Sec. 24-49. - Parking prohibited at all times at certain places.**

No person shall park a vehicle at any time on any of the following parts of streets, swales, sidewalks or sidewalk areas where signs are erected giving notice thereof:

- (a) Certain buildings. In front of the entrance to any building where, in the opinion of the chief of police or town administrator, parking should be prohibited for public safety.
- (b) Near traffic control device. Within thirty (30) feet on either side of any traffic-control device, such as stop signs, yield signs or otherwise.
- (c) Excavation or construction zones. In any area designated as an excavation or construction zone.
- (d) Fire hydrants. Within fifteen (15) feet on either side of any fire hydrant.
- (e) Facing oncoming traffic. On any street, right-of-way or swale area in such a manner as to face oncoming, opposing traffic, whether or not curbing is present.
- (f) Adjacent to schools. Upon either or both sides of any street adjacent to any school.

- (g) Narrow streets. Upon certain narrow streets, which impedes the flow of traffic.

**Sec. 24-50. - Handicapped parking spaces.**

- (a) The provisions contained in Florida State Statutes, section 316.1964, entitled "Exemption of vehicles transporting certain persons who have disabilities from payment of parking fees and penalties"; Section 316.1955, entitled "Enforcement of parking requirements for persons who have disabilities"; and Section 316.1957, entitled "parking violations; designated parking spaces for persons who have disabilities" are hereby adopted and incorporated by reference into this section.
- (b) Any person who parks, stops or stands a motor vehicle in any space designated "handicapped only" shall be in violation of this section unless the proper permit and license plate and tag designated by said statutes is properly and prominently displayed on such motor vehicles.

**Sec. 24-51. - Parking within lines.**

It shall be a violation for any vehicle to be parked so that a portion of the vehicle extends over the lines delineating the parking space for that vehicle.

**Sec. 24-52. - Parking not to obstruct traffic.**

It shall be a violation for any vehicle to be parked on any street or traffic way in such a way as to obstruct or hinder the flow of traffic thereon.

**Sec. 24-53. - Standing in restricted parking zone.**

No person shall stop, stand or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose to which parking in such zone is restricted, except that a driver of a passenger vehicle may stop temporarily in such zone for the purpose of and while actually engaged in loading or unloading of passengers when such stopping does not interfere with any vehicle which is waiting to enter or about to enter the zone for the purpose of parking in accordance with the purpose to which parking is restricted.

**Sec. 24-54. - Angle parking, backing prohibited.**

In spaces marked for angle parking, all vehicles shall be parked with the front end facing into the space provided for parking in all public areas within the town. The operators of vehicles are prohibited from backing any vehicle into such angle parking spaces. No person shall stop, stand or park a vehicle other than at the angle to the curb or into the roadway indicated by such signs or markings.

**Sec. 24-55. - Diagonal and parallel parking.**

When signs authorized by the town, are erected giving notice of diagonal and parallel parking areas, it shall be a violation for any person to stop, stand or park a vehicle in this manner prohibited by said sign or pavement marking.

**Sec. 24-56. - Double parking.**

It shall be a violation of this section for any person to stop, stand or park any motor vehicle upon the roadway side of another vehicle that is parked, stopped or standing legally within a parking space.

**Sec. 24-57. - Permit parking.**

When signs authorized by the town are erected prohibiting parking in a place designated by permit only, it shall be a violation for any person to stop, stand or park a vehicle in such designated area without a proper permit.

**Sec. 24-58. - Safety zone.**

When the town authorizes a section of pavement to be marked with crosshatched pavement markings, or otherwise, indicating a safety zone, it shall be a violation for any person to stop, stand or park any motor vehicle in such safety zone.

**Sec. 24-59. - Parking in areas designated as a fire station, fire lane or fire zone.**

When signs authorized by the town are erected giving notice of a fire station, fire zone or a fire lane, it shall be a violation for any person to stop, stand or park any motor vehicle within such zone.

**Sec. 24-60. - Standing in loading zones.**

(a) Passenger zone. No person shall stop, stand or park a vehicle for any purpose or period of time except for the expeditious loading and unloading of passengers in any place marked as a passenger curb loading zone during

hours when the regulations applicable to such passenger curb loading are effective, and then only for a period not to exceed five (5) minutes.

(b) Freight zone:

(1) No person shall stop, stand or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place marked as a freight curb loading zone during hours when provisions applicable to such zones are in effect. In no case shall the stop for loading and unloading of materials exceed thirty (30) minutes.

(2) The driver of a vehicle may stop temporarily at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers, when stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or about to enter such zone.

**Sec. 24-61. - Stopping, standing or parking near hazardous or congested places.**

When official signs are erected at hazardous or congested places, no person shall stop, stand or park a vehicle in any such designated place.

**Sec. 24-62. - Standing or parking on one-way roadways and streets.**

(a) Roadways. In the event a street includes two (2) or more separate roadways and traffic is restricted to one direction upon any such roadway, no person

shall stand or park a vehicle upon the left-hand side of such one-way roadway unless signs are erected to permit such standing or parking.

- (b) Streets. When appropriate signs are erected giving notice thereof, no person shall stand or park a vehicle upon the left-hand side of any one-way street in violation of any such sign.

**Sec. 24-63. - Crosswalk or intersection.**

It shall be a violation for any person to stop, stand or park any motor vehicle within twenty (20) feet from either side of any crosswalk or intersection.

**Sec. 24-64. - Blocking driveways.**

It shall be a violation for any person to stop, stand or park any motor vehicle so as to block any public or private driveway.

**Sec. 24-65. - Bridge or arterial roadway.**

It shall be a violation for any person to stop, stand or park any motor vehicle upon any bridge or arterial roadway.

**Sec. 24-66. - Standing or parking on sidewalk.**

It shall be a violation for any person to stop, stand or park a motor vehicle upon any part of any public sidewalk.

**Sec. 24-67. - Unattended motor vehicle.**

- (a) It shall be a violation of this section for any person to leave a motor vehicle unattended with the ignition key in the vehicle whether or not the engine is on.

- (b) Whenever any enforcement personnel shall find a motor vehicle standing unattended with the ignition key in the vehicle, in violation of this section, such enforcement personnel are authorized to remove such key from such vehicle and to post a notice in such vehicle stating where the key may be recovered.

This section does not apply to the operator of:

- (a) An authorized emergency vehicle while in the performance of official duties and the vehicle is equipped with an activated antitheft device that prohibits the vehicle from being driven;
- (b) A licensed delivery truck or other delivery vehicle while making deliveries;
- (c) A solid waste or recovered materials collection vehicle while collecting such items; or
- (d) A vehicle that is started by remote control while the ignition, transmission, and doors are locked.

#### DIVISION 2. - ENFORCEMENT

#### **Sec. 24-71. - Authority to remove and impound vehicles standing in violation of article provisions.**

- (a) Whenever any police officer, or code enforcement officer finds a vehicle standing upon any street, sidewalk, or swale, in violation of any of the foregoing provisions of this article, such officer is hereby authorized to move,

have it moved, or impound or vehicle, or require the driver or person in charge of the vehicle to immediately move it.

**Sec. 24-72. - Authority to issue citations for nonmoving violations.**

Parking enforcement specialists are hereby authorized to issue citations for nonmoving violations of this chapter. The town council shall designate those nonmoving violations for which fines shall be established and accepted and shall further specify by suitable schedules the amount of such fines, provided such fines are within the limits provided by law.

**Sec. 24-73. - Parking tickets.**

The Town is authorized to have a quantity of parking tickets printed and said ticket is hereby authorized as a proper notice to be given by the police or code enforcement department to persons parking vehicles illegally or improperly. Service of said ticket may be made by leaving same in or on the parked vehicle.

**Section 2: Codification.** It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Charter of the Town, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

**Section 3: Severability.** If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

**Section 4. Conflicts.** That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 5: Effective Date.** This Ordinance shall take effect immediately upon adoption.

**PASSED ON FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2016 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_\_, 2017, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

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

Approved as to Form and Correctness:

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

113696594.1



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

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

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

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Rod Ley, Town Engineer  
**DATE:** 12/8/2016  
**SUBJECT:** Agreement with Florida Construction and Engineering Inc. for the Calusa Corners Park Improvements

---

### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with Florida Construction and Engineering Inc. for the Calusa Corners Park Improvements.

### **Strategic Priorities**

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

### **Background**

The Town purchased the Calusa Corners Park in 2005 with grant funds from Broward County and Florida Communities Trust. The Town has grant requirements to develop the Calusa Corners Park.

In 2014 the Town was awarded a Fifty Thousand Dollar (\$50,000) grant from the Florida Recreation Development Assistance Program (FRDAP) for a playground, picnic

pavilion, and parking improvements. In 2015 the Town was awarded a Fifty Thousand Dollar (\$50,000) grant from FRDAP for playground equipment, sidewalk and landscaping improvements.

On June 3, 2016, the Town advertised Invitation for Bid (IFB) 16-001 for the Calusa Corners Park Phase I Improvements. On July 8, 2016, the Town received one (1) response.

Staff modified the scope of the project, revised the construction plans, and provided for two add alternatives: a playground shade structure (Alternate 1) and 6" PVC drainage pipe to drain the play area (Alternate 2).

On October 7, 2016 advertised the IFB 16-001B. On November 8, 2016, the Town received five (5) responses:

<b>Proposer</b>	<b>Base Bid Amount</b>	<b>Base Bid with Alternate 1</b>	<b>Base Bid with Alternate 2</b>	<b>Total Bid with Both Alternates</b>
Florida Construction & Engineering Inc.	\$76,363.97	\$95,576.37	\$85,913.88	\$105,116.28
One Call Property Services Inc.	\$89,697.67	\$109,004.67	\$96,868.15	\$116,175.15
Conbuild LLC	\$91,260.61	\$112,760.61	\$99,959.67	\$121,459.67
Triple R Paving	\$111,766.00	\$129,726.00	\$121,898.60	\$139,858.60
ELCI Construction Group Inc.	\$151,038.72	\$173,521.87	\$160,025.39	\$182,508.54

After reviewing the bids, it was determined that Florida Construction and Engineering Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB.

**Fiscal Impact/Analysis**

The Town has received \$100,000 in grants for these improvements. This project is specifically named in the FY 2016-2017 Town Budget. The Town budgeted \$100,000 for this improvement in Account # 301-5300-539-63160 (Infrastructure – Calusa Corners).

During the December 5, 2016 Aster Knight Parks Foundation (AKPF) meeting, the AKPF Board generously voted to donate \$5,116.28 to this project.

**Staff Contact:**

Rod Ley, PE, LEED AP, CPESC  
Town Engineer

**ATTACHMENTS:**

Description	Upload Date	Type
Calusa Improvements Reso - TA Approved	12/2/2016	Resolution
Agreement - Part 1 - TA Approved	11/30/2016	Agreement
Agreement - Part 2 - TA Approved	11/30/2016	Agreement
Agreement - Part 3 - TA Approved	11/30/2016	Agreement

This page  
intentionally left blank

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND TWENTY EIGHT CENTS (\$105,116.28) WITH FLORIDA CONSTRUCTION AND ENGINEERING INC. TO COMPLETE THE CALUSA CORNERS PARK IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town purchased the Calusa Corners Park in 2005 with grant funds from Broward County and Florida Communities Trust, and the Town has grant requirements to develop the Calusa Corners Park; and

**WHEREAS**, in 2014 the Town was awarded a Fifty Thousand Dollar (\$50,000.00) grant from the Florida Recreation Development Assistance Program (FRDAP) for a playground, picnic pavilion, and parking improvements; and

**WHEREAS**, in 2015 the Town was awarded a Fifty Thousand Dollar (\$50,000.00) grant from FRDAP for playground equipment, sidewalk, and landscaping improvements; and

**WHEREAS**, on June 3, 2016, the Town advertised Invitation for Bid (IFB) 16-001 for the Calusa Corners Park Phase I Improvements; and

**WHEREAS**, on July 8, 2016, the Town received one (1) response; and

**WHEREAS**, due to a change in design and scope, the bid was advertised again on October 7, 2016; and

**WHEREAS**, on November 8, 2016, the Town received five (5) responses; and

**WHEREAS**, after reviewing the bids, it was determined that Florida Construction and Engineering Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB; and

**WHEREAS**, Florida Construction and Engineering Inc.'s bid tabulation as the lowest responsive and responsible bidder, came in at \$105,116.28; 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**, this project is specifically named in the FY 2016-2017 Town Budget;  
and

**WHEREAS**, the Town budgeted \$100,000 for this improvement in Account # 301-5300-539-63160 (Infrastructure – Calusa Corners); and

**WHEREAS**, during the December 5, 2016 Aster Knight Parks Foundation (AKPF) meeting, the AKPF Board voted to donate \$5,116.28 to complete this 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 Five Thousand One Hundred Sixteen Dollars and Twenty Eight Cents (\$105,116.28) with Florida Construction and Engineering Inc. for the Calusa Corners improvements, 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 \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

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

Approved as to Form and Correctness:

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

113697448.1

This page  
intentionally left blank



**EXHIBIT "A"**

**AGREEMENT**

**BETWEEN THE**

**TOWN OF SOUTHWEST RANCHES**

**AND**

**FLORIDA CONSTRUCTION & ENGINEERING INC.**

**FOR**

**CALUSA CORNERS PARK**  
**PHASE 1**

**IFB No. 16-001B**

AGREEMENT FOR  
**CALUSA CORNERS PARK PHASE 1**

**THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 8th day of December 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Florida Construction & Engineering Inc., a Florida Corporation (hereinafter referred to as “Contractor”).**

**WHEREAS**, the Town desires to develop Calusa Corners Park Phase I (“Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 16-001B on October 7, 2016 (“IFB”); and

**WHEREAS**, five (5) Bids were received by the Town on November 8, 2016; and

**WHEREAS**, the Town has adopted Resolution No. 201\_- \_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected Florida Construction & Engineering 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. Contractor further understands and agrees that it must comply with the terms and conditions of the following grant: Florida Recreation Development Assistance Program.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions

of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Agreement Sum (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).

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

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

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for Calusa Corners Park Phase 1.
- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve Substantial Completion of the Work within ninety (90) calendar days beginning on the date of issuance of the Notice to Proceed for the Work (the effective date of the Notice to Proceed) as stated in the Notice to Proceed, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
  - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
  - (iii) All Work has been completed; and
  - (iv) The Town's engineer/architect of record for the Project, Calusa Corners Park Phase 1, 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 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 **90 days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall 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. The foregoing provisions for the assessment of liquidated damages shall survive the termination of this Agreement by Town for cause in accordance with Section 18.C. below.

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

Contractor shall:

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

- (vi) Confirm that the Town's engineer/architect of record for the Project, Calusa Corners Park Phase 1, 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 \$105,116.28 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 15% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5. A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged

requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

**Section 4: Assignment**

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

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

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

**Section 6: Insurance**

6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.

6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A" or better in accordance with A.M. Best's Key Rating Guide.

6.3 All Insurance Policies shall name and endorse the following as an **additional named insured**:  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628

6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.

- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability 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.
  - C. **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.
  - D. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
  - D. **ENVIRONMENTAL POLLUTION INSURANCE:**  
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements

evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.

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

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

And

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

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

insurance policies and documentation.

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

**Section 7: Copyrights and Patent Rights**

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

**Section 8: Laws and Regulations**

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

**Section 9: Taxes and Costs**

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

**Section 10: Indemnification**

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

**Section 11: Non-discrimination**

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

**Section 12: Sovereign Immunity**

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

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

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

**Section 14: No Third Party Beneficiaries**

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

**Section 15: Funding**

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

**Section 16: Manner of Performance**

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

force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

**Section 17: Public Records**

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

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

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008;**

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

**Section 18: Termination**

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
  
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
  
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town may provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
  
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects

to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

**E. Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

**Section 19: Public Entity Crimes Information Statement**

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

**Section 20: Use of Awarded Bid by Other Governmental Units**

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

**Section 21: Change Orders and Modification of Agreement**

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

**Section 22: No Waiver of Rights**

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

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

**Section 23: Jurisdiction and Venue**

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

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

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

**Section 25: Gender**

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

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

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

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

**Section 30: Severability**

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect or be deemed severed from the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

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

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

**Section 32: Notice**

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

If to Town:

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

With a copy to:

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

If to Contractor:

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

**Section 33: Miscellaneous**

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

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

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

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

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

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.

- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park Phase 1  
IFB No. 16-001B

---

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: Florida Construction & Engineering Inc., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 8th day of December 2016.

**WITNESSES:**

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

**CONTRACTOR:**

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

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Doug McKay, Mayor

8th day of December 2016

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator

8th day of December 2016

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park Phase 1  
IFB No. 16-001B

---

**EXHIBIT “B” – CALUSA CORNERS PARK IMPROVEMENTS PHASE 1 FINAL CONSTRUCTION PLANS BY KEITH  
AND ASSOCIATES DATED 9/10/15**

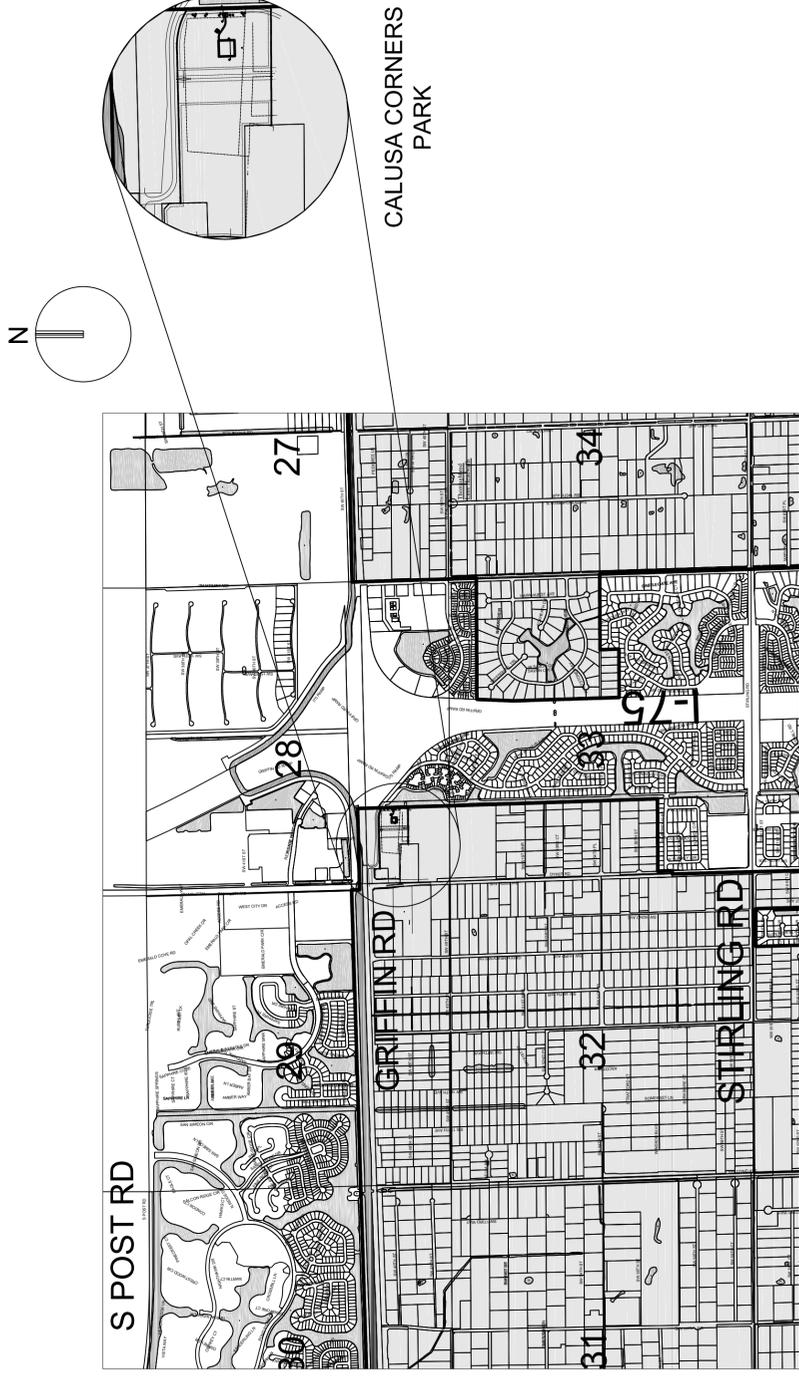
# FINAL CONSTRUCTION PLANS

FOR

# CALUSA CORNERS PARK IMPROVEMENTS

## TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

TOWN OF SOUTHWEST RANCHES  
BROWARD COUNTY



VICINITY MAP

S 33, T 50S, R 40E

INDEX OF SHEETS	
SHEET SEQUENCE No.	SHEET IDENTIFICATION
1	GI-000
2	GI-001
3	GI-002
4	GI-003
5	CP-101
6-8	CP-501 - CP-503
	SHEET TITLE
	COVER
	LEGEND
	CONSTRUCTION SPECIFICATIONS
	GENERAL NOTES
	EROSION CONTROL, PAVING, GRADING, DRAINAGE AND PAVEMENT MARKING PLAN
	CONSTRUCTION DETAILS

ALL ELEVATIONS SHOWN ON THESE PLANS  
ARE BASED ON NAVD 1988 DATUM

ELEV.	DIFFERENCE	DATUM
1.64'	+1.64 FEET	NGVD 1929
0.00'		NAVD 1988

FEMA EL. - ZONE AH (EL. 6) AND  
ZONE AH (EL. 5)

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



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



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

State of Florida Certificate of  
Authorization Number - 7928

PROJECT No. 08711.07 09/10/15

General Symbols		Description	
Existing	Proposed	Existing	Proposed
		Centerline & Baseline of Survey or Construction	
		Building Access (ADA)	
		Building Access (NON-ADA)	
		Driveway Turnout Identification (Per FDOT Index 515) w/ Drive Width	
		Sidewalk Curb Ramp (Per FDOT Index 304)	
		Proposed Section Marker	
		Flag Pole	
		GPS Point	
		Hay Bales	
		Mail Box	
		Major Contour Elevation	
		Minor Contour Elevation	
		Parking Meter	
		Property Line	
		Grade Elevation	
		Top Of Curb Elevation/Pavement Elevation	
		Soil Test Boring Hole	
		Survey Bench Mark	
		County Bound	
		Demolition Line	
		Easement Line	
		Property Line	
		Limited Access Line/Non-Vehicular Access	
		Railroad	
		Right Of Way	
		Canal Or Drainage Ditch	
		Shore Line	
		Tree Line	
		Aerial Communication Line	
		Underground Communication Line	
		Underground Storm Drain Line (Double Line 24" And Over	
		Underground Sanitary Line	
		Aerial Electric Line	
		Underground Electric	
		Underground Water Line	
		Underground Force Main	
		Gate	
		Chain Link Fence	
		Wood Fence	
		Metal Rail Fence	
		Silt Fence	
		Staked Turbidity Barrier	
		Turbidity Barrier	
		Guard Rail	
		Roadway Centerline	
		2 - 4 Skip	
		3 - 9 Skip	
		6 - 10 Skip	
		10 - 30 Skip	
		10 - 10 - 20 Skip	
		Curb	
		Curb And Gutter	
		Bush	
		Tree	
		Palm Tree	
Existing	Proposed	Landscaping	

Paving and Grading		Description	
Existing	Proposed	Existing	Proposed
		Flow Directional Arrow	
		Pavement Marking Arrows	
		Stop Bar	
		Concrete Sidewalk	
		Jogging Path	
		Pavement Area	
		Existing Pavement/Concrete/Landscape Removal Area	
		Milling And Resurfacing	
		Detectable Warning (Truncated Domes) Per Florida Accessibility Code	
		Soil Tracking Prevention Device	
Drainage / Utilities		Description	
Existing	Proposed	Existing	Proposed
		Catch Basin	
		Yard Drain	
		Exfiltration Trench	
		Catch Basin With Filter Fabric Insert	
		Curb Type 5	
		Curb Type 6	
		Pipe Culvert - Mitered End Section	
		Pipe Culvert - Straight Endwall	
		Pipe Culvert - U - Type Endwall	
		Manhole - Communication, Electric, Gas, Dm, San Sew	
		Valve Box - Gas, San, Sew, Water, Non-Potable Water	
		22.5 degree Bend	
		45 degree Bend	
		90 degree Bend	
		Utility Crossing	
		Fire Hydrant	
		Proposed Bacteriological Sampling Point	
		Pump Station	
		Grease Trap	
		Septic Tank	
		Drainage Well	
		Monitoring Well	
		Water Well	
		Sanitary Sewer Cleanout	
		Back Flow Preventor	
		Junction Box	
		Electric Handhole	
		Electric Meter	
		Water Meter	
		Gate Valve	
		Guy wire	
		Light Pole	
		Relocated Or Adjusted Light Pole	
		Wood Power Pole	
		Concrete Utility Pole	
		Traffic Signal Pole (Concrete, Wood, Metal)	
		Pedestrian Signal Head (Pole Or Pedestal Mounted)	
		Post Mounted Sign	
		Street Sign	
		High Mast Lighting Tower	
		Controller Cabinet (Base Mounted)	
		Controller Cabinet (Pole Mounted)	
		Traffic Signal Head (Span Wire Mounted)	
		Traffic Signal Head (Pedestal Mounted)	
		Traffic Signal Head (Mast Arm Mounted)	
Coordinate values shown on proposed improvements are relative to the coordinate values indicated on the Right-of-Way, property corners or reference monument			
N: 623025.4322 E: 850262.1786			

Abbreviations		Abbreviations Continued	
General	Abbreviations	PI	Abbreviations Continued
AAADT	Annual Average Daily Traffic	POC	Point Of Curve
ABAN	Abandon	POT	Point On Tangent
ADJ	Adjust	PROJ	Point Of Reverse Curvature
APPROX.	Approximate	PROJ	Project
A.C.	Asphalt Concrete	PROP	Proposed
ACCM PIPE	Asphalt Coated Corrugated Metal Pipe	PT	Point Of Tangency
BIT.	Bituminous	PVC	Point Of Vertical Curvature
BC	Back Of Curb	PVI	Point Of Vertical Intersection
BD.	Bound	PVT	Point Of Vertical Tangency
BL	Baseline	PVMT	Pavement
BLDG	Building	PWW	Paved Water Way
BM	Benchmark	R	Radius Of Curvature
BO	By Others	R&D	Remove And Dispose
BOS	Bottom Of Slope	RCP	Reinforced Concrete Pipe
BR.	Bridge	RD	Road
CAP	Corrugated Aluminum Pipe	RDWY	Roadway
CB	Catch Basin	REM	Remove
CBCI	Catch Basin With Curb Inlet	RET	Retain
CC	Cement Concrete	RET WALL	Retaining Wall
CCM	Cement Concrete Masonry	ROW	Right Of Way
CEM	Cement	RR	Railroad
CI	Curb Inlet	R&R	Remove And Reset
CIP	Cast Iron Pipe	RT	Right
CLF	Chain Link Fence	SHLD	Shoulder
CL	Centerline	SMH	Sewer Manhole
CMP	Corrugated Metal Pipe	ST	Street
CO.	County	STA	Station
CONC	Concrete	SSD	Stopping Sight Distance
CONT	Continuous	SW	Sidewalk
CONST	Construction	T	Tangent Distance Of Curve/Truck %
CR GR	Crown Grade	TAN	Tangent
DHV	Design Hourly Volume	TEMP	Temporary
DI	Drop Inlet	TC	Top Of Curb
DIA	Diameter	TOS	Top Of Slope
DIP	Ductile Iron Pipe	TYP	Typical
DWY	Driveway	UP	Utility Pole
ELEV (OR EL.)	Elevation	VAR	Varies
EMB	Embankment	VERT	Vertical
EOP	Edge Of Pavement	VC	Vertical Curve
EXIST (OR EX)	Existing	WCR	Wheel Chair Ramp
EXC	Excavation	WIP	Wrought Iron Pipe
F&C	Frame And Cover	WM	Water Meter/Water Main
F&G	Frame And Grate	X-SECT	Cross Section
FDN.	Foundation		<b>Traffic Signal</b>
FLDSTN	Fieldstone	CAB.	Cabinet
GAR	Garage	CCVE	Closed Circuit Video Equipment
GD	Ground	DW	Steady Don't Walk
GI	Gutter Inlet	FDW	Flashing Don't Walk
GIP	Galvanized Iron Pipe	FR	Flashing Circular Red
GRAN	Granite	FRL	Flashing Red Left Arrow
GRAV	Gravel	FRR	Flashing Red Right Arrow
GRD	Guard	FY	Flashing Circular Amber
GV	Gate Valve	FYL	Flashing Amber Left Arrow
HDW	Headwall	FYR	Flashing Amber Right Arrow
HMA	Hot Mix Asphalt	G	Steady Circular Green
HOR	Horizontal	GI	Steady Green Left Arrow
HYD	Hydrant	GR	Steady Green Right Arrow
INV	Invert	GSL	Steady Green Slash Left Arrow
JCT	Junction	GSR	Steady Green Slash Right Arrow
L	Length Of Curve	GV	Steady Green Vertical Arrow
LB	Leach Basin	OL	Overlap
LP	Light Pole	PED	Pedestrian
LT	Left	PTZ	Pan, Tilt, Zoom
MAX	Maximum	R	Steady Circular Red
MB	Mailbox	RL	Steady Red Left Arrow
MH	Manhole	RR	Steady Red Right Arrow
MIN	Minimum	TR SIG	Traffic Signal
NIC	Not In Contract	TSC	Traffic Signal Conduit
NO.	Number	W	Steady Walk
PC	Point Of Curvature	Y	Steady Circular Amber
PCC	Point Of Compound Curvature	YL	Steady Amber Left Arrow
P.G.L.	Profile Grade Line		

DATE: 05/01/15  
SCALE: NTS  
DRAWN BY: MG  
DESIGN BY: MG  
CHECKED BY: SW

**REVISED**

DATE	REVISION

STEPHEN D. WILLIAMS P.E.  
FLORIDA REG. NO. 32089  
(FOR THE FIRM)

State of Florida Certificate of  
Authorization Number - 7928

**K&B**  
CONSULTING ENGINEERS  
301 East Atlantic Boulevard  
Pompano Beach, Florida 33060-6643  
(954) 788-3400; FAX (954) 788-3500

TOWN OF SOUTHWEST RANCHES  
**PARK IMPROVEMENTS**  
LEGEND

BROWARD COUNTY

SHEET IDENTIFICATION  
**GI-001**  
SHEET 02

PROJECT NO. **08711.07**

## CONSTRUCTION SPECIFICATIONS

### Section 20 - Paving, Grading, Drainage and Earthwork

#### 20. General

20.1. It is the intent of these specifications to describe the minimum acceptable technical requirements for the materials and workmanship for construction of site improvements for this project. Such improvements shall generally include, but not be limited to, clearing, grading, paving, removal of existing pavement, storm drainage, water lines and sanitary sewers.

20.2. It is the intent that the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction" (current edition) together with "Supplemental Specifications to the Standard Specifications for Road and Bridge Construction" (current edition) and the FDOT Roadway and Traffic Design Standards (current edition) be used where applicable for the various work and that where such wording therein refers to the State of Florida and its Department of Transportation and personnel, such wording is intended to be replaced with the wording which would provide proper terminology; thereby making such "Standard Specifications for Road and Bridge Construction" together with the "FDOT Roadway and Traffic Design Standards" as the "Standard Specifications" for this project. If within a particular section, another section, article or paragraph is referred to, it shall be part of the Standard Specifications also. The Contractor shall abide by all local and State laws, regulations and building codes which have jurisdiction in the area.

20.3. The Contractor shall furnish all labor, materials and equipment and perform all operations required to complete the construction of a paving and drainage system as shown on the plans, specified herein, or both. It is the intent to provide a complete and operating facility in accordance with these specifications and the construction drawings. The material and equipment shown on specified shall not be taken to exclude any other incidentals necessary to complete the work.

20.4. All labor, materials, and methods of construction shall be in strict accordance with the plans and construction specifications and the minimum engineering and construction standards adopted by the unit of government which has jurisdiction and responsibility for the construction. Where conflicts or omissions exist, the jurisdictional government Engineering Department's standards shall govern. Substitutions and deviations from plans and specifications shall be permitted only when written approval has been issued by the Engineer.

20.5. Guarantee. - all materials and equipment to be furnished and/or installed by the Contractor under this contract, shall be guaranteed for a period of (1) one year from the date of final acceptance thereof, against defective materials, design and workmanship. Upon receipt of notice from the owner of failure of any part of the guaranteed equipment or materials, during the guarantee period, the affected part or materials shall be replaced promptly with new parts or materials by the contractor, at no expense to the owner. In the event the Contractor fails to make necessary replacement or repairs within (7) seven days after notification by the owner, the owner may accomplish the work at the expense of the contractor.

#### 21. Earthwork

21.1. All areas within the right-of-way shall be cleared and grubbed prior to construction. This shall consist of the complete removal and disposal of all trees, brush, stumps, roots, grass, weeds, rubbish and all other obstructions resting on or protruding through the surface of the existing ground to a depth of 1'. Items designated to remain or to be relocated or to be adjusted shall be so designated on the drawings. All work shall be in accordance with section 110 of the Standard Specifications.

21.2. Fill material shall be classified as A-1, A-3, or A-2.4 in accordance with AASHTO N-145 and shall be free from vegetation and organic material. Not more than 12% by weight of fill material shall pass the no. 200 sieve.

21.3. All fill material in areas not to be paved shall be compacted to 95% of the maximum density as determined by AASHTO T-99.

21.4. All material of construction shall be subject to inspection and testing to establish conformance with the specifications and suitably for the uses intended. The Contractor shall notify the Engineer at least 24 hours prior to the time he will be ready for an inspection or test. The Contractor shall follow Town and County inspection procedures. The Contractor shall not proceed with any phase of work dependent on an inspection or test of an earlier phase of work, prior to that test or inspection passing. The Contractor shall be responsible for providing certified material test results to the Engineer of record prior to the release of final certification by the Engineer. Test results must include, but may not be limited to, densities for subgrade and limerock, utilities, excavation, asphalt gradation reports, concrete cylinders, etc.

21.5. When encountered within drainage swales, hardpan shall be removed for a width of (5) five feet at the invert and replaced with granular materials.

21.6. All underground utilities and drainage installations shall be in place prior to subgrade compaction and pavement construction.

21.7. Ground adjacent to roadway/pavement having runoff shall be graded (2) two inches lower than the edge of pavement to allow for the placement of sod.

21.8. Site grading elevations shall be within 0.1' of the required elevation and all areas shall be graded to drain without ponding.

21.9. The Contractor shall perform all excavation, fill, embankment and grading to achieve the proposed plan grades including typical road sections, side slopes and canal sections. All work shall be in accordance with section 120 of the Standard Specifications. If fill material is required in excess of that generated by the excavation, the Contractor shall supply this material as required from off-site.

21.10. A 2" blanket of top soil shall be placed over all areas to be sodded or seeded and mulched within the right-of-way and drainage easements. Unless otherwise indicated on the plans.

21.11. Sod shall be Bahia, unless otherwise indicated on the plans, and shall be placed on the graded top soil and watered to insure satisfactory condition upon final acceptance of the project.

21.12. All solid sod shall be placed over weed, free fine-graded and hand-raked areas. Ground shall be free of all debris, visible rocks, and low or high spots. Lay sod with tight joints, then tamp or roll or top dress with lawn sand. All sod to be Bahia or as otherwise noted, free of pest, disease, weed, infestation or stress, on slopes exceeding 3:1, place length of sod perpendicular to slope direction. Peg sod or otherwise ensure its establishment on slopes. Peg sod or otherwise ensure its establishment shall be even and snarp. Sod level shall not impede water flow from adjacent surfaces. In areas where paved surfaces about sod or mulch, the final grade level of both surfaces shall be level.

#### 22. Drainage

22.1. Inlets - all inlets shall be the type designated on the plans, and shall be constructed in accordance with section 425 of the Standard Specifications. All inlets and pipe shall be protected during construction to prevent siltation in the drainage systems by way of temporary plugs and plywood or plastic covers over the inlets. The entire drainage system shall be cleaned of all debris prior to final acceptance.

22.2. Pipe specifications: the material type is shown on the drawings by one of the following designations:

- RCP = reinforced concrete pipe, ASTM designation C-76, section 941 of the Standard Specifications.
- CMP = corrugated metal (aluminum) pipe, ASTM designation M-196.
- CMP (smooth lined) = corrugated metal aluminum pipe, (smooth lined) ASTM designation M-196.
- SCP = slotted concrete pipe, sections 941 and 942, of the Standard Specifications.
- PVC = polyvinyl chloride pipe.
- PCMP = perforated crimp, section 945, of the Standard Specifications
- Corrugated High Density Polyethylene Pipe (HDPE) (12 inches to 60 inches), shall meet the requirements of FDOT Specification section 948-2.3.

22.1. Pipe backfill - requirements for pipe backfill crossing roads or parking areas shall be as defined in the section 125-8, of the Standard Specifications. Pipeline backfill shall be placed in 6 inch lifts and compacted to 100% of the standard proctor (AASHTO T-99 specifications)

22.2. Location of drainage structures shall govern, and pipe length may have to be adjusted to accomplish construction as shown on these plans.

22.3. Distance and lengths shown on plans and profile drawings are referenced to the center of structures.

22.4. Filter fabric shall be Mirafi, Typar or equal conforming to section 985 of the Standard Specifications.

#### 23. Asphalt Paving

23.1. Where new asphalt meets existing asphalt, the existing asphalt shall be saw cut to provide a straight even line. Prior to removing curb or gutter, the adjacent asphalt shall be saw cut to provide a straight even line.

23.2. Internal asphalt paving constructed on existing sandy soils shall be constructed with a 12' subgrade, compacted to a minimum density of 100% maximum density as determined by AASHTO T-99. The compacted subgrade shall be constructed in the limits shown on the plans. All subgrade shall have an LBR of 40 unless otherwise noted.

23.3. Asphaltic concrete surface shall be constructed to the limits shown on the plans. The surface course shall consist of the thickness and type asphaltic concrete as specified in the plans. All asphaltic concrete shall be in accordance with sections 320, 327, 330, 334, 336, 337, 337, 338, 339 and 341 of the Standard Specifications.

23.4. Limerock base shall be prepared, compacted and graded and shall be in accordance with section 200 of the Standard Specifications. All limerock shall be compacted to 98% per AASHTO T-180 and have not less than 70% of carbonates of calcium and magnesium unless otherwise designated. All limerock shall be primed. The Engineer shall inspect the completed base course and the Contractor shall correct any deficiencies and clean the base course prior to the placement of the prime coat. A tack coat will also be required if the Engineer finds that the primed base has become excessively dirty or the prime coat has cured to the extent of losing bounding effect prior

to placement of the asphaltic concrete surface course. The prime and tack coats shall be in accordance with section 300 of the Standard Specifications.

23.5. Limerock base material shall be placed in maximum 6" lifts. Bases greater than 6" shall be placed in two equal lifts. If, through field tests, the Contractor can demonstrate that the compaction equipment can achieve density for the full depth of a thicker lift, and if approved by the engineer, the base may be constructed in successive courses of not more than 8 inches (200 mm) compacted thickness.

23.6. Asphalt edges that are not curbed shall be saw cut to provide a straight even line to the dimensions shown on the horizontal control plan.

DATE: 05/01/15  
SCALE: NTS  
DRAWN BY: MG  
DESIGN BY: MG  
CHECKED BY: SW

DATE	REVISION

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

State of Florida Certificate of  
Authorization Number - 7928  
301 East Atlantic Boulevard  
Pompano Beach, Florida 33060-6643  
(954) 788-3400; FAX (954) 788-3500  
**MBTTH** & ASSOCIATES, INC.  
consulting engineers

TOWN of SOUTHWEST RANCHES  
CONSTRUCTION SPECIFICATIONS  
**PARK IMPROVEMENTS**  
CALUSA CORNERS

SHEET IDENTIFICATION  
**GI-002**  
SHEET 03

PROJECT NO. **08711.07**

## General Notes

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

### 1. Specific Site Notes

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

### 2. Applicable Codes

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

### 3. Construction Notes:

- 3.1. Contractor shall tie to existing grade by evenly sloping from closest proposed grade provided to existing grade to limits of work, unless otherwise noted on the plans. If no limit of work line is indicated, slope to adjacent property line or right-of-way line, as applicable.
- 3.2. The contractor shall use care when cutting the existing asphalt pavement and during excavations, so that the existing catch basins and grates that are to remain will not be damaged.
- 3.3. The contractor shall maintain the roadway slope when resurfacing the roadway. The edge of pavement shall match the new gutter lip per FDOT index 300.
- 3.4. The new sidewalk shall be constructed in accordance with the given elevations and at the proper slopes depicted in the specifications, details and standards. Existing driveways and other features shall be matched when possible as directed by the engineer.
- 3.5. Radii shown are to the edge of pavement.
- 3.6. All bench mark monuments within the limits of construction shall be protected and referenced by the contractor in the same way as public land corners.
- 3.7. All excess material is to be disposed by the contractor within 72 hours.
- 3.8. In areas where the base is exposed by the milling operation, the contractor shall restore the base to its original thickness and structural capaTown before paving over such areas. This includes but is not limited to restoring original degree of compaction, moisture content, composition, stability, and intended slope. If paving will not take place the same day the base is exposed and reworked, the base shall be sealed according to the governing standards and specifications. Any additional work resulting from the contractor's failure to protect the exposed base as stated above in order to restore the original structural capaTown shall be the contractor's cost.

3.9. The contractor is to maintain existing signage during construction operations, in order to facilitate emergency vehicle traffic.

- 4.4. The contractor to coordinate construction scheduling for connection to the existing water and sewer lines with the utility department that owns and/or maintains the water and sewer lines.
- 4.5. Prior to the start of construction, the owner shall submit an NPDES construction general permit (CGP) "notice of intent" (N.O.I.) to use Generic Permit for storm water discharge from construction activities form (DEP form 62-621.300(d)(4)(b)) to FDEP notices center. The contractor will be responsible for (1) implementation of the storm water pollution prevention plan (SWPPP) that was required to be developed prior to NOI submittal, and (2) retention of records required by the permit, including a retention of a copy of the SWPPP at the construction site from the date of project initiation to the date of final site stabilization. A "notice of termination (N.O.T.) of generic permit coverage" form (DEP form 62-621.300(6)) must be submitted to FDEP to discontinue permit coverage, subsequent to completion of construction. For additional information see FDEP website: <http://www.dep.state.fl.us/water/storm>
- 4.6. Prior to construction or installation, 5 sets of shop drawings shall be submitted for review as required for the following items listed below, but not limited to:
  - Drainage: Catch basins, manholes, headwalls, grates/hops, yard drains.
  - Water: Fire hydrants, valves, backflow preventer, DDCV, meter box.
  - Sewer: Manholes, lift stations (wetwell, hatches, valves, pump data, electrical panel)

4.6.1. Catalogue literature shall be submitted for drainage, water and sewer pipes, fittings, and appurtenances.

4.6.2. Prior to submitting shop drawings to the engineer, the contractor shall review and approve the drawings, and shall note in red any deviations from the engineer's plans or specifications.

4.6.3. Individual shop drawings for all precast structures are required. Catalogue literature will not be accepted for precast structures.

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

**5. Inspections / Testing:**  
The contractor shall notify in writing the owner, the County, the engineer of record & any other governmental agencies having jurisdiction at least 48 hours prior to beginning construction and prior to required inspections of the following items, where applicable:

- Clearing and earthwork
- Storm drainage systems
- Sanitary sewer systems
- Water distribution systems
- Subgrade
- Limerock base
- Asphalt or concrete pavement
- Sidewalks, concrete flatwork/curbing
- Landscaping
- Signalization
- Site lighting
- Electrical and communication lines
- Utility conduits
- Irrigation
- Final

The owner, engineer, and jurisdictional permitting agencies may make inspections of the work at any time. The contractor shall cooperate fully with all inspections. Testing - all testing required by the plans and specifications shall be performed by a licensed / FDOT qualified testing company. Required test for asphalt and limerock shall be taken at the direction of the engineer or the jurisdictional governmental agency in accordance with the plans and specifications.

8.7.1. Rock elevations at all high, and low points, and at enough intermediate points to confirm slope consistency.

8.7.2. Rock elevations and concrete base elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

8.7.3. All catch basin and manhole rim elevations.

8.7.4. Finish grade elevations in island areas.

8.7.5. "As-built" elevations shall be taken on all paved and unpaved swales, prior to placement of asphalt or topsoil / sod, at enough intermediate points to confirm slope consistency.

8.7.6. Rock elevations and concrete base elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

8.7.3. All catch basin and manhole rim elevations.

8.7.4. Finish grade elevations in island areas.

8.7.5. "As-built" elevations shall be taken on all paved and unpaved swales, prior to placement of asphalt or topsoil / sod, at enough intermediate points to confirm slope consistency.

8.7.2. Rock elevations and concrete base elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

8.7.3. All catch basin and manhole rim elevations.

8.7.4. Finish grade elevations in island areas.

8.7.5. "As-built" elevations shall be taken on all paved and unpaved swales, prior to placement of asphalt or topsoil / sod, at enough intermediate points to confirm slope consistency.

8.7.1. Rock elevations at all high, and low points, and at enough intermediate points to confirm slope consistency.

8.7.2. Rock elevations and concrete base elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

8.7.3. All catch basin and manhole rim elevations.

connection, sewer connection and meter fees and 6.4. street lighting as required to light the construction project levels at all times, to at least the same lighting intensity limits as the existing conditions, before the start of construction, cost included in maintenance of traffic.

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

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

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

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

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

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

**8. Project record documents:**  
8.1. During the daily progress of the job, the contractor shall record on his set of construction drawings the location, length, material and elevation of any facility not built according to plans. This copy of the "as-built" shall be submitted with the contractor's pay request and quantities.

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

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

8.4. "As-built" drawings of water lines and force mains shall include the following information:  
8.4.1. Top of pipe elevations every 100 LF.

8.4.2. Locations and elevations of all fittings including bends, tees, gate valves, double detector check valves, fire hydrants, and appurtenances.

8.4.3. All connections to existing lines.

8.4.4. Ends of all water services at the buildings where the water service terminates.

8.5. "As-built" drawings of gravity sanitary sewer lines shall include the following information:  
8.5.1. Rim elevations, invert elevations, length of piping between structures, and slopes.

8.5.2. The stub ends and cleanouts of all sewer laterals shall be located horizontally and vertically.

8.6. "As-built" drawings of all drainage lines shall include the following information:  
8.6.1. Rim elevation, invert elevation, length of piping between structures, and control structure elevations if applicable.

8.6.2. The size of the lines.

8.6.3. Drainage well structure shall include, but not be limited to, top of casing elevation, top and bottom elevations of the baffle walls, rim elevations and pipe inverts.

"As-built" drawings of parking lot areas shall include the following:  
8.7.1. Rock elevations at all high, and low points, and at enough intermediate points to confirm slope consistency.

8.7.2. Rock elevations and concrete base elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

8.7.3. All catch basin and manhole rim elevations.

8.7.4. Finish grade elevations in island areas.

8.7.5. "As-built" elevations shall be taken on all paved and unpaved swales, prior to placement of asphalt or topsoil / sod, at enough intermediate points to confirm slope consistency.

8.7.2. Rock elevations and concrete base elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

8.7.3. All catch basin and manhole rim elevations.

8.7.4. Finish grade elevations in island areas.

8.7.5. "As-built" elevations shall be taken on all paved and unpaved swales, prior to placement of asphalt or topsoil / sod, at enough intermediate points to confirm slope consistency.

8.7.1. Rock elevations at all high, and low points, and at enough intermediate points to confirm slope consistency.

8.7.2. Rock elevations and concrete base elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

8.7.3. All catch basin and manhole rim elevations.

8.7.4. Finish grade elevations in island areas.

8.7.5. "As-built" elevations shall be taken on all paved and unpaved swales, prior to placement of asphalt or topsoil / sod, at enough intermediate points to confirm slope consistency.

confirm slope consistency and conformance to the plan details.

Lake and canal bank "as-built" drawings shall include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 lf, unless otherwise specified.

"as-built" drawings shall consist of the location and elevation of the top of bank, edge of water, and the deep cut line, with the distance between each shown on the drawing.

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

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

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

Contractor is responsible for utility verification prior to fabrication.

The contractor is advised that properties adjacent to the project have electric, telephone, gas, water and/or sewer service laterals which may not be shown in plans. The contractor must request the location of these laterals of excavating, installing, back filling and compacting around these lateral services must be included in the bid related item for the work being done.

The contractor shall use hand digging when excavating near existing utilities. Extreme caution shall be exercised by the contractor while excavating, installing, backfilling or compacting around the utilities. The cost is to be included in related bid item for work being performed. The contractor shall be responsible for the damages to any utility without additional compensation.

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

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

Town of Pompano Beach (954) 786-4060

Florida Power and Light (800) 868-9554 / (305) 552-2931

AT&T Distribution (954) 723-2540

Comcast Cable (954) 447-8405

FDOT (954) 847-2690

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

Roadway jurisdictional engineering / public works authority.

County transit authority

School board transportation authority

Jurisdictional fire department dispatch

Jurisdictional police department(s)

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

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

The contractor shall coordinate the work with other contractors in the area and any other underground utility companies required. The contractor shall

coordinate relocation of all existing utilities with applicable utility companies.

10. Signaling and Pavement Markings  
All signing and pavement markings installed as part of these plans shall conform to the Federal Highway Administration (FHWA) "manual on uniform traffic control devices" (MUTCD), and FDOT design standards as a minimum criteria.

All sign locations shall be field verified by the engineer, prior to sign post fabrication, to ensure proper location and spacing is achieved (i.e., offset from travel lines). The field verification shall ensure that there are no utility conflicts. Adjustments shall and can be made by the engineer if proper location and spacing is not met or if utility conflicts are incurred.

Match existing pavement markings at the limits of construction.

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

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

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

Shop drawings are required for all sign panels shown in the guide sign work sheets and sign details sheets.

All sign panels, sign supports, and structures to be demolished shall become the property of the contractor. W/R rpm denotes bi-directional white/red reflective pavement marker.

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

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

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

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

All roadway and parking lot pavement markings shall be thermoplastic in accordance with FDOT specifications section 711.

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

All signs shall meet all of the following:

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

- Consist of materials certified to meet the retroreflective sheeting requirements outlined in the current version of ASTM D4956 for type-XI retroreflective sheeting materials made with prisms, except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified to meet ASTM D4956 Type IV retroreflective sheeting materials.
- Consist of retroreflective sheeting materials that have a valid FDOT Approved Product List (APL) certification for specification 700 Highway Signing for FDOT sheeting Type XI (or type IV for school and pedestrian signs).

Use countersunk screws when using mechanical fasteners to attach sign panels to wind beams, brackets and splice plates for single and multi-post signs.

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

Ensure the outside corner of sign is concentric with the edge of the sign. Ensure white borders are recessed from the edge of the sign.

Lay out permanent final striping that leaves no visible marks at time of final acceptance.

DATE: 05/01/15

SCALE: NTS

DRAWN BY: MG

DESIGN BY: MG

CHECKED BY: SM

REVISION	DATE

STEPHEN D. WILLIAMS P.E.  
FLORIDA REG. NO. 28008  
(FOR THE FIRM)

**BITT**  
CONSULTING ENGINEERS  
301 East Atlantic Boulevard  
Pompano Beach, Florida 33060-6643  
(954) 788-3400; FAX (954) 788-3500  
Authorization Number - 7928

TOWN OF SOUTHWEST RANCHES  
GENERAL NOTES  
**PARK IMPROVEMENTS**  
**CALUSA CORNERS**  
BROWARD COUNTY

SHEET IDENTIFICATION  
**GI-003**  
SHEET 04

PROJECT NO. **08711.07**

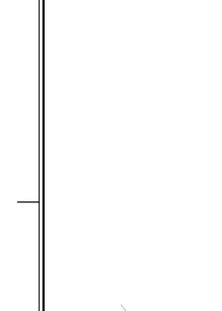
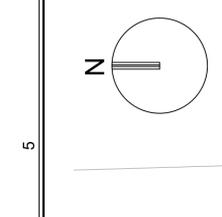
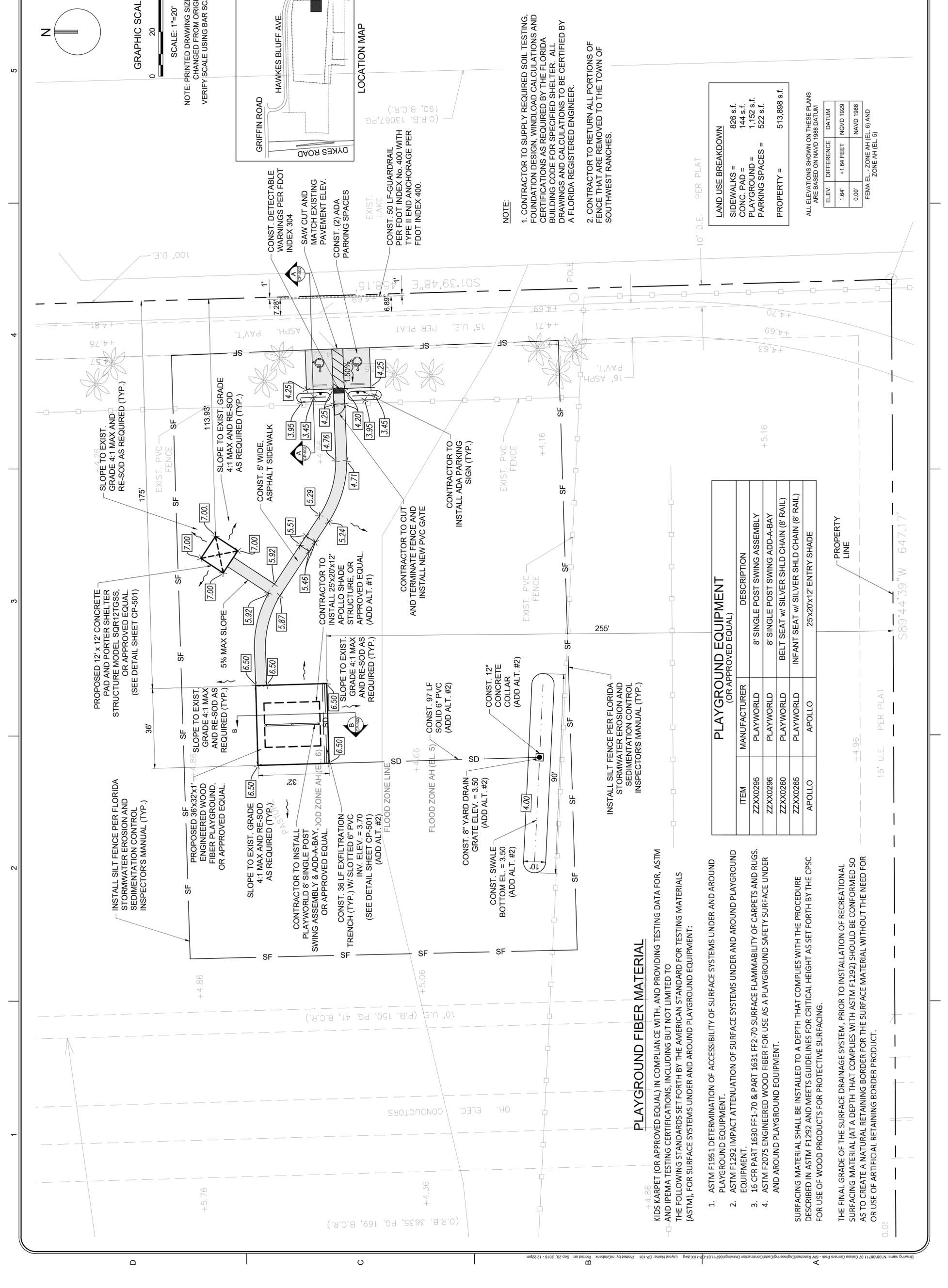
REVISION	DATE
REVISED PER SBDD COMMENTS	10/22/15
REVISED PER TOWN COMMENTS	11/30/15
REVISED PER TOWN COMMENTS	12/23/15
REVISED PER BID ADDENDUM	06/13/16
REVISED PER TOWN COMMENTS	09/06/16

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

**K&B**  
 CONSULTING ENGINEERS  
 301 East Atlantic Boulevard  
 Pompano Beach, Florida 33060-6643  
 (954) 788-3400; FAX (954) 788-3500  
 Authorization Number - 7928

TOWN OF SOUTHWEST RANCHES  
 PARK IMPROVEMENTS  
 PAVEMENT MARKING AND SIGNAGE PLAN  
 EROSION CONTROL, PAVING, GRADING, DRAINAGE

SHEET IDENTIFICATION  
**CP-101**  
 SHEET 06  
 PROJECT NO. **08711.07**



**NOTE:**  
 1. CONTRACTOR TO SUPPLY REQUIRED SOIL TESTING, FOUNDATION DESIGN, WINDLOAD CALCULATIONS AND CERTIFICATIONS AS REQUIRED BY THE FLORIDA BUILDING CODE FOR SPECIFIED SHELTER. ALL DRAWINGS AND CALCULATIONS TO BE CERTIFIED BY A FLORIDA REGISTERED ENGINEER.  
 2. CONTRACTOR TO RETURN ALL PORTIONS OF FENCE THAT ARE REMOVED TO THE TOWN OF SOUTHWEST RANCHES.

**LAND USE BREAKDOWN**

SIDEWALKS =	826 s.f.
CONC. PAD =	144 s.f.
PLAYGROUND =	1,152 s.f.
PARKING SPACES =	522 s.f.
PROPERTY =	513,898 s.f.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 DATUM!

ELEV.	DIFFERENCE	DATUM
1.64'	+1.64 FEET	NGVD 1929
0.00'		NAVD 1988

FEIMA E.L. - ZONE AH (EL. 6) AND ZONE AH (EL. 5)

**PLAYGROUND EQUIPMENT**  
 (OR APPROVED EQUIV.)

ITEM	MANUFACTURER	DESCRIPTION
ZZXX0295	PLAYWORLD	8' SINGLE POST SWING ASSEMBLY
ZZXX0296	PLAYWORLD	8' SINGLE POST SWING ADD-A-BAY
ZZXX0260	PLAYWORLD	BELT SEAT w/ SILVER SHLD CHAIN (8' RAIL)
ZZXX0265	PLAYWORLD	INFANT SEAT w/ SILVER SHLD CHAIN (8' RAIL)
APOLLO	APOLLO	25'x20'x12' ENTRY SHADE

**PLAYGROUND FIBER MATERIAL**

- ASTM F1951 DETERMINATION OF ACCESSIBILITY OF SURFACE SYSTEMS UNDER AND AROUND PLAYGROUND EQUIPMENT.
- ASTM F1292 IMPACT ATTENUATION OF SURFACE SYSTEMS UNDER AND AROUND PLAYGROUND EQUIPMENT.
- 16 CFR PART 1630 FF-1-70 & PART 1631 FF-2-70 SURFACE FLAMMABILITY OF CARPETS AND RUGS.
- ASTM F2075 ENGINEERED WOOD FIBER FOR USE AS A PLAYGROUND SAFETY SURFACE UNDER AND AROUND PLAYGROUND EQUIPMENT.

**PLAYGROUND FIBER MATERIAL**

KIDS KARPET (OR APPROVED EQUIV.) IN COMPLIANCE WITH, AND PROVIDING TESTING DATA FOR, ASTM AND IPEMA TESTING CERTIFICATIONS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING STANDARDS SET FORTH BY THE AMERICAN STANDARD FOR TESTING MATERIALS (ASTM), FOR SURFACE SYSTEMS UNDER AND AROUND PLAYGROUND EQUIPMENT:

SURFACING MATERIAL SHALL BE INSTALLED TO A DEPTH THAT COMPLIES WITH THE PROCEDURE DESCRIBED IN ASTM F1292 AND MEETS GUIDELINES FOR CRITICAL HEIGHT AS SET FORTH BY THE CPSC FOR USE OF WOOD PRODUCTS FOR PROTECTIVE SURFACING.

THE FINAL GRADE OF THE SURFACE DRAINAGE SYSTEM, PRIOR TO INSTALLATION OF RECREATIONAL SURFACING MATERIAL (AT A DEPTH THAT COMPLIES WITH ASTM F1292) SHOULD BE CONFORMED SO AS TO CREATE A NATURAL RETAINING BORDER FOR THE SURFACE MATERIAL WITHOUT THE NEED FOR OR USE OF ARTIFICIAL RETAINING BORDER PRODUCT.







**EXHIBIT "C" - FLORIDA CONSTRUCTION & ENGINEERING INC. BID**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
 Calusa Corners Park REBID  
 IFB No. 16-001B

**REBID AND PROPOSAL FORM**  
**Calusa Corners Park**

**ReBid and Proposal Form for:**

Calusa Corners Park. Town of Southwest Ranches, Florida

The Contractor understands and agrees that the grand total price is lump sum to furnish and install all of the Work complete in place for the Base Proposal, and any of the Alternate(s) that may be awarded by the Town. The schedule of items and quantities of the principal elements provided within the Bid and Proposal Form are for establishing Unit Costs. The Contractor is solely responsible for determining the quantities and understanding that any items not specifically indicated in the Bid and Proposal Form shall be considered incidental and are to be included within the Grand Total (Lump Sum) price for the Base Proposal, and any of the Alternates. The Bid and Proposal Form is to be completed by the Contractor for the purpose of Proposal Evaluation and when initiated by the Town, the pricing of contract changes. The Grand Total (Lump sum) pricing calculated by the Contractor for the Base Proposal and any of the Alternates shall be inclusive of all General Conditions costs for the duration of the project.

The Substantial Completion of the Project shall occur no later than **NINETY (90) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **ONE HUNDRED AND TWENTY (120) calendar days** from date of issuance of the Notice to Proceed.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$ <u>10,332.00</u>	\$ <u>10,332.00</u>
2	Swale Grading and Restoration	1	CY	\$ <u>144.00</u>	\$ <u>144.00</u>
3	Erosion & Pollution Control	1	LS	\$ <u>1,565.40</u>	\$ <u>1,565.40</u>
4	Construct 12" Stabilized Subgrade	69	SY	\$ <u>22.69</u>	\$ <u>1,565.61</u>
5	Construct 8" Limerock Base	64	SY	\$ <u>25.63</u>	\$ <u>1,640.32</u>
6	Construct 1 1/2" Type SP 9.5 Asphaltic Concrete	58	SY	\$ <u>26.46</u>	\$ <u>1,534.68</u>
7	Construct 5' Wide, 1" Asphalt Sidewalk	165	LF	\$ <u>36.73</u>	\$ <u>6,060.45</u>
8	Furnish and Install Grass Sod, Bahia	190	SY	\$ <u>5.06</u>	\$ <u>961.40</u>
9	Furnish and Install 4" thick, 12' x 12' Concrete Slab for Picnic Pavilion	16	SY	\$ <u>123.76</u>	\$ <u>1,980.16</u>

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

10	Furnish and Install Poligon 12' x 12' Shelter (Model No.SQR12TGSS) with Cupola, Lightning Protection and Tongue & Groove Under Standing Seam Roof (or approved equal) (Delivery & Install)	1	EA	\$ <u>18,960.00</u>	\$ <u>18,960.00</u>
11	Furnish and Install 3' Tall, 5' Wide Fence Gate	1	EA	\$ <u>600.00</u>	\$ <u>600.00</u>
12	Furnish and Install Engineered Wood Fiber & Weed Mat (Delivery & Install)	1	LS	\$ <u>4,560.00</u>	\$ <u>4,560.00</u>
13	Furnish and Install 8' Single Post Swing Assembly (Model no. ZZXX0295) 8' Single Post Swing Add-A-Bay (Model no. ZZXX0296) (2) Belt Swing Seats w/ chain (Model no. ZZXX0260), (2) Infant Seats w/ chain (Model no. ZZXX0295) Manufactured by Playworld (or approved equal) (Delivery & Install)	1	LS	\$ <u>7,364.95</u>	\$ <u>7,364.95</u>
14	Furnish and Install Clean Fill	185	CY	\$ <u>49.88</u>	\$ <u>9,227.80</u>
15	Furnish and Install Concrete Wheel Stops	2	EA	\$ <u>30.00</u>	\$ <u>60.00</u>
16	Furnish and Install Guardrail	50	LF	\$ <u>108.00</u>	\$ <u>5,400.00</u>
17	Construct Pavement Marking & Signage	1	LS	\$ <u>1,740.00</u>	\$ <u>1,740.00</u>
18	Detectable Warning Per FDOT Index 304	1	EA	\$ <u>444.00</u>	\$ <u>444.00</u>
19	Clearing & Grubbing	1	LS	\$ <u>1,633.20</u>	\$ <u>1,633.20</u>
20	Maintenance of Traffic	1	LS	\$ <u>600.00</u>	\$ <u>600.00</u>
	TOTAL:				\$ <u>76,373.97</u>

**Add Alternates**

The Contractor understands and agrees that the Town reserves the right to select one or more Add Alternates at the time of Contract Award, or at any time during the Contract duration. Add Alternate costs shall be honored by the Successful Bidder for that length of time. The Contractor understands and agrees that Add Alternates are to be based upon lump sum.

The schedule of items and quantities of the principal elements provided within the Lump Sum Add Alternates are for estimation purposes only. The Contractor is solely responsible for determining all quantities and understanding that any items not included shall be considered incidental and are to be included within the Lump Sum Add Alternate price. The schedule of items is to be completed for the purpose of Bid Evaluation and, when initiated by the Town, the pricing of contract/plan changes. The lump sum pricing for the Lump Sum Add Alternate shall be inclusive of all General Conditions costs.

**Add Alternate #1:**

The Contract Time for all work related to the Base Bid shall be 90 days to substantial completion. If Add Alternate #1 is added to the contract the Contract Time will be extended an additional 30 days (Add Alternate work is to be performed concurrently with the Base Bid work).

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Furnish and Install 25'x20'x12' Apollo "SUNGUARD" Shade Structure (or approved equal) (Delivery & Install)	1	LS	\$ <u>19,202.40</u>	\$ <u>19,202.40</u>
	TOTAL Add Alternate #1:				\$ <u>19,202.40</u>

**Add Alternate #2:**

The Contract Time for all work related to the Base Bid shall be 120 days to substantial completion. If Add Alternate #2 is added to the contract the Contract Time will be extended an additional 30 days (Add Alternate work is to be performed concurrently with the Base Bid work).

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	Furnish and Install 6" PVC Pipe	97	LF	\$ <u>38.84</u>	\$ <u>3,767.48</u>

TOWN OF SOUTHWEST RANCHES, FLORIDA  
 Calusa Corners Park REBID  
 IFB No. 16-001B

2	Furnish and Install 8" Yard Drain	1	EA	\$ <u>1,498.49</u>	\$ <u>1,498.49</u>
3	Furnish and Install 2' x 2' Exfiltration Trench w/ 6" Slotted PVC	36	LF	\$ <u>77,42</u>	\$ <u>2,787.12</u>
4	Swale Grading and Restoration	8.33	CY	\$ <u>178.49</u>	\$ <u>1,486.82</u>
	TOTAL Add Alternate #2:				\$ <u>9,539.91</u>

**SUMMARY OF BID PRICING**

**GRAND TOTAL BASE BID (LUMP SUM)** \$ 76,373.97

**GRAND TOTAL BASE LUMP SUM BID WITH ADD  
ALTERNATE 1** \$ 95,576.37

**GRAND TOTAL BASE LUMP SUM BID WITH ADD  
ALTERNATE 2** \$ 85,913.88

**GRAND TOTAL BASE LUMP SUM BID WITH ADD  
ALTERNATES 1 & 2** \$ 105,116.28

BIDDER: Florida Construction & Engineering, Inc.

The quantities indicated in the Bid and Proposal Form are estimates of the Work. The Town does not guarantee the quantities shown on the bid form.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

NAME: Florida Construction & Engineering, Inc.

ADDRESS: 155 Bentley

FEIN: 59-2768130

LICENSE NUMBER: CGC038438 CUC1225044 STATE OR COUNTY: Florida

LICENSE TYPE: General Contractor and under ground

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: \_\_\_\_\_

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: \_\_\_\_\_

LICENSEE NAME: Hamid R. Djahanshahi Isabel Fernandez

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

BIDDER'S NAME: Hamid R. djahanshahi

BIDDER'S ADDRESS: 155 Bentley Drive Miami Springs FL 33166

BIDDER'S PHONE NUMBER: Office: 305-883-7601 Cell: 786-271-0656

BIDDER'S EMAIL ADDRESS: FCE52@yahoo.com

By: Hamid R. Djahanshahi

Florida Construction & Engineering, Inc.

Name of Corporation/Entity

155 Bentley Dr Miami Springs FL 33166

Address of Corporation/Entity

Signature of President or Authorized Principal

By: Hamid R. Djahanshahi

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

*H.R. D.*

**BIDDER:** Florida Construction & Engineering, Inc.

45

IFB 16-001B

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

---

**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 Hamid R. Djahanshahi

for Florida Construction & Engineering , Inc.

whose business address is 155 Bentley Drive Miami Springs FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2768130

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: Florida Construction & Engineering, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

---

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: Florida Construction & Engineering, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

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

*H.R. Djall*  
*Amir R. Djalanshakeri*

(Printed Name)

*President*

(Title)

Sworn to and subscribed before me this 7<sup>th</sup> day of November, 2016

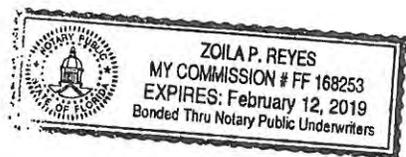
Personally known

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

Notary Public - State of Florida

*Zoila P. Reyes*  
Notary Signature

My Commission Expires Feb/2019



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

BIDDER: Florida Construction & Engineering Inc.

**NON-COLLUSION AFFIDAVIT**

State of FLORIDA )  
County of Miami-Dade ) ss:

Hamid R. Djahanshahi being first duly sworn deposes and says that:

- (1) He/She is the Owner/President (Owner, Partner, Officer, Representative or Agent) of Florida Construction & Engineering, Inc. the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**[Signatures on next page]**

BIDDER: Florida Construction & Engineering, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

By: *H.R. Djall*  
Hamid R. Djahanshahi  
(Printed Name)  
President  
(Title)

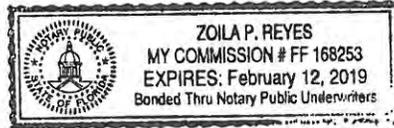
Sworn to and subscribed before me this 7<sup>th</sup> day of November, 2016,

Personally known

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

Notary Public - State of FLORIDA

*Zoila P. Reyes*  
(Notary Signature)



My Commission Expires: Feb/2017

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

BIDDER: Florida Construction & Engineering, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

---

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

N/A

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

I HEREBY CERTIFY that \_\_\_\_\_, as Principal or Owner  
of (Company name) \_\_\_\_\_, is hereby authorized to execute the Bid dated  
\_\_\_\_\_20\_\_\_\_, to the Town of Southwest Ranches and his execution thereof, attested by the  
undersigned, shall be the official act and deed of \_\_\_\_\_.  
(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary:

(SEAL)

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

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

State of FLORIDA )  
County of MIAMI-DADE ) ss:

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of FL, held on November 1, 20 16 the following resolution was duly passed and adopted:

"RESOLVED, that Hamid R. Djahanshahi, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, November 1, 2016, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 7<sup>th</sup> day of November, 2016.

HR. Djahanshahi  
Secretary:

(SEAL)

BIDDER: FLORIDA CONSTRUCTION & ENGINEERING INC.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

**CERTIFICATE OF AUTHORITY (If Joint Venture)**

N/A

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_

A corporation existing under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as of the Joint Venture be and is hereby authorized to execute the Bid dated, \_\_\_\_\_, 20\_\_\_\_, to the Town of Southwest Ranches official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand this \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary:

(SEAL)

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



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

---

By: HR.D. [Signature]

Title: President

IN PRESENCE OF: HAMID R. DJAHANSHAKI  
(Individual or Partnership Principal)

(SEAL)

155 Bentley Drive  
(Business Address)

Miami Springs, Florida 33166  
(City/State/Zip)

305-883-7601  
(Business Phone)

SURETY: United States Fire Insurance Company

By: [Signature]  
Warren M. Alter, Attorney-In-Fact

(SEAL)

305 Madison Avenue  
(Business Address)

Morristown, NJ 07962  
(City/State/Zip)

973-490-6600  
(Business Phone)

IMPORTANT

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

Countersigned by Florida Agent:

[Signature]

Name: Warren M. Alter, Florida Resident Agent

Date: November 8th, 2016

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00952429516

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Warren M. Alter, David T. Satine*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eleven Million Dollars, (\$11,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President



State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 8<sup>th</sup> day of November 2016.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

---

**GOVERNMENTAL CONTACT INFORMATION**

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

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

BIDDER: Florida Construction & Engineering, Inc.

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

TO THE TOWN OF SOUTHWEST RANCHES:

I, Hamid R. Djahanshahi

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

\_\_\_\_\_  
ATTEST

Florida Construction & Engineering Inc.  
CONTRACTOR

BY: HR. Djahanshahi

HAMID R. DJAHANSHAHI

Print Name

Date: 11/7/16

BIDDER: Florida Construction & Engineering, Inc.

58

IFB 16-001B

**BIDDER CONFIRMATION OF QUALIFICATIONS**

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

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

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

Bidder: Florida Construction & Engineering, Inc.

Bidder's Name: Hamid R. Djahanshah

Bidder's Address: 155 Bentley Dr  
Miami Springs FL 33166

Bidder's Phone Number: 305-883-7601

Bidder's Email: FCE52@yahoo.com

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

CGC038438    The General Contractor

CUC1225044    Underground & Excavation

---

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
Calusa Corners Park REBID  
IFB No. 16-001B

BIDDER: Florida Construction & Engineering, Inc.

State of Florida

County of Miami Dade.

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2016 by Harid P. Djabanshahi of Florida Construction & Engineering, 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 Miami Dade County, Florida

Zoila P. Reyes  
Notary Signature



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

BIDDER: Florida Construction & Engineering, Inc.

**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: Park & Ride  
Contract Amount: \$2,991,894.30  
Contract Date: 2014-2015  
Client Name: Miami-Dade County Transit  
Address: Wst palm Drive Between NW 2nd Ave & rd Ave Florida City 33034  
Contact Person: Javier Salmon  
Contact Person Tel. No.: 786- 469-5273 , Cell 786-473-4710.  
jsalmon@miamidade.gov

Project Name: New restroom Facilities for Blakey Park  
Contract Amount: \$129,360.00  
Contract Date: 2014  
Client Name: City of Homestead Parks & Public Works  
Address: 13300 sw6th st Homestead FL 33030  
Contact Person: Dennis R. Mayten  
Contact Person Tel. No.: 305-224-4842 dmaytan@cityofhomestead.com

Project Name: SEABOARD MARINE CARGO TERM REDEVELOP  
Contract Amount: \$4,479,553.00  
Contract Date: 2013  
Client Name: Miami-Dade Seaport Department  
Address: Seaport Miami  
Contact Person: KARI GARLAND  
Contact Person Tel. No.: (305)-347-3235 Kari@miamidade.gov  
BIDDER: Florida Construction & Engineering, Inc.



**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No.1 10/25/2016

Addendum No.2 \_\_\_\_\_

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

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

BIDDER: Florida Construction & Engineering, Inc.

**LIABILITY CLAIMS**

N/A

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

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

BIDDER: Florida Construction & Engineering, Inc.

**STATEMENT OF NO RESPONSE**

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

N/A

Emily McCord-Aceti, Community Development Officer  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330  
or  
Email: [emccord@southwestranches.org](mailto:emccord@southwestranches.org)

REASONS

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

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

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

Desire to receive future Town solicitations?     Yes     No

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/7/2016

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).

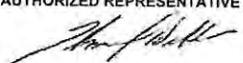
<b>PRODUCER</b> Coastal Insurance Group 150 Westward Drive Miami Springs FL 33166-1660	<b>CONTACT NAME:</b> THOMAS L WEBB Agent <b>PHONE (A/C, No, Ext):</b> 305-887-5999 <b>E-MAIL ADDRESS:</b> msantelices@coastalinsgroup.com	<b>FAX (A/C, No):</b> 305-887-7809
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> FLORC-1 FLORIDA CONSTRUCTION AND ENGINEERING, INC P.O. Box 1426 Miami Springs FL 33266	<b>INSURER A:</b> American Builders	
	<b>INSURER B:</b> NATIONAL BUILDERS INS CO.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 937577856 **REVISION NUMBER:**

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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROJECT AGG <input checked="" type="checkbox"/> PRIMARY * GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLP0160313-03	10/24/2016	10/24/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
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			WCV0146787 02	5/25/2016	5/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

<b>CERTIFICATE HOLDER</b>  TOWN OF SOUTHWEST RANCHES 13400 Griffin Road Southwest Ranches FL 33330-2628	<b>CANCELLATION 30days</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.  AUTHORIZED REPRESENTATIVE 
---	---

F  
R  
O  
M

LOCAL BUSINESS TAX  
City Of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Business name . . : FLA. CONSTRUC. & ENGINEER. INC Ctl nbr . . : 548  
Location addr . . : 155 BENTLEY DRIVE  
Number/Class . . : 17 00000851 CONTRACTORS MAINTAINING OFFICE  
Issue date . . . : 9/29/16 Expiration date . . : 9/30/17  
Business Tax . . . : 66.85  
Penalty . . . . . : .00  
Total . . . . . : 66.85

MIAMI SPRINGS LOCAL BUSINESS TAX RECEIPT  
2016 - 2017

THIS IS NOT AN INVOICE--DO NOT PAY--THIS IS YOUR LICENSE!

Applicant/Qualifier

T  
O

FLA. CONSTRUC. & ENGINEER. INC  
155 BENTLEY DRIVE  
MIAMI SPRINGS FL 33166

000752

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



1685578

**BUSINESS NAME/LOCATION**

FLORIDA CONSTRUCTION & ENGINEERING INC  
155 BENTLEY DR  
MIAMI SPRINGS FL 33166

**RECEIPT NO.**

**RENEWAL**  
**1685578**

**EXPIRES**  
**SEPTEMBER 30, 2017**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**

FLORIDA CONSTR & ENGINEERING INC

**SEC. TYPE OF BUSINESS**

196 GENERAL BUILDING CONTRACTOR  
CGC038438

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$45.00 09/12/2016  
FPPU14-16-003205

Worker(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

<b>LICENSE NUMBER</b>	
CGC038438	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



D'JAHANSHAH, HAMID R  
FLORIDA CONSTRUCTION & ENGINEERING INC.  
P O BOX 1426  
MIAMI SPRINGS FL 33266



ISSUED: 06/21/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606210000990

# List of the Job



Item #	Project Description	Department	Job Value	% Comp.	Year	Contact	Contact #
47	MOODY VILLAGE	MDHA	\$516,000	100%	2009	MARIO NOVOA	(305) 644-5227
48	MILLER POND PARK	MD PARKS & REC	\$945,486	100%	2009	JOSE HERNANDEZ	(305) 755-5465
49	MIAMI AIRPORT BLDG 700	MDAD	\$23,100	100%	2009	MIKE GOMEZ	(305) 876-8367
50	PRINCETONIAN PARK	MD PARKS & REC	\$148,806	100%	2009	DAN CRAWFORD	(305) 596-4460
51	COUNTRY VILLAGE PARK	MD PARKS & REC	\$210,672	100%	2009	JOSE HERNANDEZ	(305) 596-4460
52	HARRIS FIELD RESTROOMS	CITY OF HOMESTEAD	\$157,271	100%	2010	DENNIS MAYTAN, Jr	(305) 224-4842
53	CALEB CENTER - LOBBY ENCLOSURE	GENERAL SERVICES ADM	\$181,873	100%	2011	PATRICIA CICERO	(305) 375-5883
54	NORTH DADE LANDFILL	MD SOIL WASTE DEPT	\$80,530	100%	2011	LUIS MORENO	(305) 257-0948
55	SOUTH DADE LANDFILL NEW STORAGE ROOM	MD SOIL WASTE DEPT	\$135,925	100%	2011	LUIS MORENO	(305) 257-0948
56	GWEN CHERRY PARK AQUATIC CENTER	MD PARKS & REC	\$625,375	100%	2011	RICHARD CABRERA	(305) 755-5484
57	40 YEAR RECERTIFICATION BLDG #2	MD TRANSIT	\$84,403	100%	2012	GEORGE MALDONA	(786) 473-4369
58	125th STREET SIDEWALK REPAIRS	CITY OF NORTH MIAMI	\$821,852	100%	2012	RAFAEL URDANETA	(954) 680-7771
59	SEAPORT WHARF ACCESS BRIDGE/PARKING	MD SEAPORT	\$206,106	100%	2012	PEDRO ROMAN	(305)-347-3243
60	MIA UPPER & LOWER DRIVE	MIA MCC	\$232,100	100%	2012	GREG TAI	(305)-876-8444
61	SEAPORT WHARF ACCESS	MD SEAPORT	\$ 1,515,366.00	100%	2012	SAMEER MAJEED	(305) 347-4885
62	SEAPORT C3	MD SEAPORT	\$ 1,496,060.00	100%	2012	NICK PEREZ	(305) 347-3238
63	SEABOARD MARINE CARGO TERM REDEVELOP	MD SEAPORT	\$ 4,479,553.00	100%	2012	KARI GARLAND	(305)-347-3235
64	ARRA Municipalities GROUP C - BUS SHELTERS	MD SEAPORT	\$ 377,338.07	100%	2013	JAVIER SALMON	(305)-375-3111
65	WESTWIND LAKE PHASE I	MIAMI DADE COUNTY	\$ 545,221.10	100%	2014	MERCEDES BARREI	(305)-375-1733
66	MIA - CHILLER Package B	MCM, LLC	\$ 42,460.00	100%	2014	JOSE MORALES	(305)-541-0000
67	MIA - CHILLER Package J	MCM, LLC	\$ 26,500.00	100%	2014	JOSE MORALES	(305)-541-0000
68	DE LEONARDIS YOUTH CENTER AT ALLEN PARI CITY OF NORTH MIAMI	MDHA	\$ 437,348.00	100%	2014	VERNAL SIBBLE	(305)-948-2967
69	PARKSIDE I EXTERIOR STAIR REPLACEMENT	MDHA	\$ 97,494.55	100%	2014	MARCOS CAINES	(786) 469-4123
70	SOUTH MIAMI CITY HALL SANITARY SEWER LATERAL	CITY OF SOUTH MIAMI	\$ 81,061.00	100%	2014	GRISEL MARTINEZ	(305)-403-2063 Ext 2087
71	GUESS PARKING LOT AT PROGRESSO POINT	BCHA	\$ 93,338.03	100%	2014	BILL SIPALA	(954)-547-7639
72	DRAINAGE IMPROVEMENT PROJECT	MIAMI DADE COUNTY	\$ 435,790.98	100%	2014	ALFONSO DUARTE	(305) 375-2382 EXT 4684
73	MULTIPLE SITES 20130163	CITY OF HOMESTEAD	\$ 129,360.00	100%	2014	DENNIS MAYTAN, Jr	(305)-224-4842
74	New restroom facility for Blakey Park	TRANSIT	\$ 2,991,894.30	100%	2014	JAVIER SALMON	(305)-375-3111
75	PARK & RIDE FACILITY AT FLORIDA CITY	CITY OF HOMESTEAD	\$ 150,000.00	100%	2015	Ana M. Finol	(305) 876-8310
76	MIA PILOT PROJECT	MIA AVIATION DEPART.	\$ 160,448.96	100%	2015	Ricardo a. Ayala	(305)-403-2063
77	South Miami Police Station improvements	CITY OF SOUTH MIAMI	\$ 35,600.00	100%	2015	J.D. Riles	(305)-785-0585
78	MAIC Painting and Repair	USDA	\$ 141,810.79	100%	2016	Abdias H Saenz	305-848-2925
79	Roundabout Construction at NE180th DR & 178th ST	City of North Miami Beach					
80							

## FLORIDA CONSTRUCTION & ENGINEERING, INC.

Item #	Owner	Department	Job Value	% Comp.	Year	Contact	Contact #
1	Kings Bay Streetscape Improvement	City of Coral Gables	\$397,649.25	95%	2014	Julia Abraham	(305) 460-5059
2	BUILDING 896 40 YEARS RECERTIFICATION	MCM, LLC	\$ 494,471.00				
3	Parking Garage 2&6	City of Coral Gables	\$1,405,810.16	80%		David Galeano	305-480-5017
4	Curtiss Mansion Site Improvements	City of Miami Springs	\$346,608.91	98%		Tammy romero	305-805-5035
5	Bus shelter at City of coral	Currentbuilders	46,000.00	99%		Eric Seminara	954-877-4211

This page  
intentionally left blank

# Project Experience

## Project Experience

### Florida Construction & Engineering, Inc.

**Reference Project Name/Address:** Seaboard Marine Phase II Project #2008.032.03

**Name(s) and role(s) of key personnel working on this reference project:** Reza Djahanshahi

**Reference Project Description:** Construction of 8 acre parking and container storage lot

**Scope of Services provided:** remove/replace sub base and asphalt, install paver in section, install highhat lighting

**Construction Start Date:** 6/2011 **Construction Completion Date:** 02/2012

**A: Project Construction Cost:** \$ \$5,061,850.00

**Project Cost (A+ B):** \$ \$5,061,850.00

**B: Professional Fees:** \$

**Reference Company Name:** Port of Miami **Reference Name:** Kari Garland

**Reference Phone Number (305) 905-2714 Fax Number N/A E-mail:**  
kari@miamidade.gov

#### **Scope**

Florida Construction and Engineering, Inc. cleared eight acres of land at the Port of Miami including the removal of 33" of unsuitable base and sub base materials and installed a new 16" base with geogrid and 9" of asphalt pavement. Underground work included the complete installation of new water, sewer, and drainage systems, this included the construction of three wells. HighMast lighting was installed in foundations that exceeded 20 linear feet and required a specialized process of pouring concrete in water filled spaces. One acre of the total eight acres required the installation of high impact concrete pavers to be used as parking area for heavy equipment.

## Project Experience

### Florida Construction & Engineering, Inc.

**Reference Project Name/Address:** Park & Ride Facility at Florida City

**Name(s) and role(s) of key personnel working on this reference project:** Reza Djahansharu

**Reference Project Description:** Construction of Park & Ride Parking Lot, Bus Shelter and Break Lounge

**Scope of Services Provided:** Turn key Construction

**Construction Start Date:** 3/2014 **Construction Completion Date:** 06/2015

**A: Project Construction Cost:** \$ 2,991,894.30

**Project Cost (A+B):** \$ \$2,991,894.30

**Reference Company Name:** MDT **Reference Name:** Javier Salmon

**B: Professional Fees:** \$

**Reference Phone Number:** (786) 4 73-4 710 **Fax Number:** (786) 469-5266 **E-mail:** jsalmon@miamidade.gov

#### Scope

The scope of work included the demolition and removal of the existing asphalt pavement and concrete sidewalks, clearing and grubbing of 6.6 Acres including tree removal. We capped all existing lateral sewer and water services and followed with the installation of new sewer, water and drainage systems and constructed swale areas. In working with these systems we did the earthwork rising the existing elevation about 2'. We built a new 8.5" Concrete Pavement with an permeable asphalt base and Asphalt paving with pavement marking and signs. Extensive landscaping beautifies the area and chain link fence installed around the site. New Bus Shelter with 6 bus bays and a Break Lounge Building for the bus drivers with sidewalks and handicap ramps. We installed Lead lighting at parking lot and at the bus way and provided new camera and communication system.

## Project Experience

### Florida Construction & Engineering, Inc.

**Reference Project Name/Address:** Work order based Pilot Program- Emergency Maint. Const. Services MIA

**Name(s) and role(s) of key personnel working on this reference project:** Isabel Fernandez

**Reference Project Description:** Water and Sewer Main installation and emergency repair services

**Scope of Services Provided:** Locate underground blockage/breaks, excavate, repair, and restore surface condition.

**Professional Fees \$ \$150,000.00 Project Start Date: 3/2014 Project Completion Date: 3/2015**

**Construction Start Date: 5/2014 Construction Completion Date: 12/2014**

**A: Project Construction Cost: \$ \$150,000.00**

**Project Cost (A+ B): \$ \$150,000.00**

**B: Professional Fees: \$**

**Reference Company Name:** Miami Dade Aviation Department **Reference Name:** Ana M. Finol, P.E.

**Reference Phone Number (305) 876-8310 Fax Number (305) 869-4782 E-mail: [afinol@miami-airport.com](mailto:afinol@miami-airport.com)**

#### **Scope**

Florida Construction & Engineering was one of two companies selected to participate in the Pilot Program conducted by the Miami Dade Aviation Department. Over a 9-month period we worked in several locations, both landside and airside, at the Miami International Airport locating broken water and sewer lines and repairing or replacing the line and restoring the surface road or parking lot to new

# Financial Statment

FLORIDA CONSTRUCTION & ENGINEERING, INC.  
FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2015 AND 2014

J. A. REYES & CO., P. A.  
CERTIFIED PUBLIC ACCOUNTANTS

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2015 AND 2014

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**

YEARS ENDED DECEMBER 31, 2015 AND 2014

C O N T E N T S

**INDEPENDENT ACCOUNTANT'S REVIEW REPORT . . . . .** Page 1 - 2

**REVIEWED FINANCIAL STATEMENTS:**

Balance Sheets . . . . .	3
Statements Of Income And Retained Earnings. . . . .	4
Statements Of Cash Flows . . . . .	5
Notes To Financial Statements . . . . .	6 - 10

**SUPPLEMENTARY SCHEDULES:**

Schedules of Earnings from Contracts . . . . .	11
Schedules Of Completed Contracts . . . . .	12 - 13
Schedules Of Contracts In-Progress . . . . .	14 - 15
Schedules Of General And Administrative Expenses . . . . .	16

# **J.A. Reyes & Co., P.A.**

Certified Public Accountants  
6701 Sunset Drive, Suite 100  
Miami, Florida 33143

Telephone (305) 668-2318  
Facsimile (305) 668-3616  
E-mail: jreyescpa@bellsouth.net

## **INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

To the Board of Directors of  
Florida Construction & Engineering, Inc.  
Miami Springs, Florida

We have reviewed the accompanying financial statements of Florida Construction & Engineering, Inc. (an S Corporation) which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### **Accountant's Responsibility**

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### **Accountant's Conclusion**

Based on our review, with the exception of the matter described in the following paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

As disclosed in Note 5 to the financial statements, generally accepted accounting principles require the primary beneficiary of a variable interest entity to consolidate the variable interest entity in its financial statements. Management has informed us that the Company's financial statements do not include the accounts of an entity that the Company has determined is a variable interest entity and in which the Company holds a variable interest and is the primary beneficiary entitled to receive a majority of the entity's residual returns. The effects of these departures from generally accepted accounting principles on the financial position, results of operations, and cash flows have not been determined.

**INDEPENDENT ACCOUNTANT'S REVIEW REPORT (CONTINUED)**

**Supplementary Information**

The supplementary information included in the accompanying schedules of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

*J.A. Reyes & Co., P.A.*

**J.A. REYES & CO., P.A.**  
Certified Public Accountants

March 7, 2016

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
BALANCE SHEETS  
DECEMBER 31, 2015 AND 2014

**ASSETS**

	2015	2014
<b>CURRENT ASSETS</b>		
Cash and equivalents	\$ 96,963	\$ 37,500
Contract receivables, net	90,990	267,625
Costs and estimated earnings in excess of billings on uncompleted contracts	34,334	144,473
<b>TOTAL CURRENT ASSETS</b>	<b>222,287</b>	<b>449,598</b>
<b>PROPERTY AND EQUIPMENT</b>		
Automotive equipment	21,654	44,839
Furniture and fixtures	11,887	18,955
Leasehold improvements	28,513	28,513
	62,054	92,307
Less: accumulated depreciation	(39,991)	(69,181)
<b>TOTAL PROPERTY AND EQUIPMENT</b>	<b>22,063</b>	<b>23,126</b>
<b>OTHER ASSETS</b>	4,305	0
	<b>\$ 248,655</b>	<b>\$ 472,724</b>

**LIABILITIES AND EQUITY**

<b>CURRENT LIABILITIES</b>		
Current maturities of long-term debt	\$ 3,420	\$ 3,277
Accounts payable	8,812	191,054
Accrued expenses	751	0
Billings in excess of costs and estimated earnings on uncompleted contracts	22,415	9,693
<b>TOTAL CURRENT LIABILITIES</b>	<b>35,398</b>	<b>204,024</b>
<b>LONG-TERM DEBT</b>	111,654	115,074
<b>EQUITY</b>		
Common stock, \$10.00 par value, 100 shares authorized; issued and outstanding	1,000	1,000
Paid-in capital	100,000	100,000
Retained earnings	603	52,626
<b>TOTAL EQUITY</b>	<b>101,603</b>	<b>153,626</b>
	<b>\$ 248,655</b>	<b>\$ 472,724</b>

See accompanying notes and independent  
accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**STATEMENTS OF INCOME AND RETAINED EARNINGS**  
**YEARS ENDED DECEMBER 31, 2015 AND 2014**

	2015	2014
<b>CONTRACT REVENUES EARNED</b>	\$ 2,060,113	\$ 2,463,169
<b>COST OF REVENUES EARNED</b>	1,587,387	2,010,680
<b>GROSS PROFIT</b>	472,726	452,489
<b>GENERAL AND ADMINISTRATIVE EXPENSES</b>	410,512	371,112
<b>INCOME FROM OPERATIONS</b>	62,214	81,377
<b>OTHER INCOME</b>		
Interest income	53	22
Miscellaneous income	3,768	0
<b>TOTAL OTHER INCOME</b>	3,821	22
<b>NET INCOME</b>	66,035	81,399
<b>RETAINED EARNINGS, BEGINNING</b>	52,626	118,884
<b>SUB"S" DISTRIBUTIONS</b>	(118,058)	(147,657)
<b>RETAINED EARNINGS, ENDING</b>	\$ 603	\$ 52,626

See accompanying notes and independent  
 accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED DECEMBER 31, 2015 AND 2014**

	2015	2014
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 66,035	\$ 81,399
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Amortization	861	1,010
Depreciation	1,063	1,222
(Increase) decrease in assets:		
Contract receivables	176,635	82,505
Costs and estimated earnings in excess of billings on uncompleted contracts	110,139	(63,488)
Other assets	(5,165)	0
Increase (decrease) in liabilities:		
Accounts payable	(182,242)	59,660
Accrued expenses	751	(23)
Billings in excess of costs and estimated earnings on uncompleted contracts	12,722	(67,071)
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b>180,799</b>	<b>95,214</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
<b>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</b>	<b>0</b>	<b>0</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments on long-term debt	(3,277)	(3,141)
Payments and advances to shareholders	(118,059)	(147,657)
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<b>(121,336)</b>	<b>(150,798)</b>
<b>NET INCREASE (DECREASE) IN CASH</b>	<b>59,463</b>	<b>(55,584)</b>
CASH AT BEGINNING OF YEAR	37,500	93,084
<b>CASH AT END OF YEAR</b>	<b>\$ 96,963</b>	<b>\$ 37,500</b>

See accompanying notes and independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2015 AND 2014

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Business Activity

Florida Construction & Engineering, Inc. (the Company) constructs and remodels commercial and residential buildings. The work is performed under fixed-price contracts modified by incentive provisions. The Company follows the practice of filing statutory liens on all construction projects where collection problems are anticipated. The liens serve as collateral for contracts receivable. As of December 31, 2015, there are no liens filed that serve as collateral for past-due accounts receivable.

Revenue and Cost Recognition

The Company recognizes revenues from fixed-price and modified fixed-price construction contracts on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total costs for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimated in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contract," represents billings in excess of revenues recognized.

Cash and Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased, with a maturity of three months or less, to be cash equivalents.

The Company maintains its cash balances in a financial institution located in Miami, Florida. The balances are insured by Federal Deposit Insurance Corporation up to \$250,000.

See independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2015 AND 2014

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)**

Contract Receivables

The Company uses the direct write-off method to account for uncollectible receivables. As most contracts are secured by the property with mechanics lien rights, the Company believes that the remainder of accounts receivable are fully collectible.

Property and Equipment

Property and equipment is recorded at cost. Expenditures for major betterment and additions are charged to the property accounts, while replacements, maintenance, and repairs which do not improve or extend the lives of the respective assets are charged to expense currently.

Depreciation and amortization

Depreciation is computed using the straight-line method based generally on the estimated useful lives of the assets.

The range of estimated useful lives is as follows:

Transportation equipment	3 to 5 years
Furniture and fixtures	5 to 7 years
Leasehold improvements	7 to 39 years
Loan costs	3 years

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Company, with the consent of its shareholders, elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

For tax purposes, the Company uses the cash method of recognizing revenues on long-term contracts. Under this method, contract revenues are deferred until contract revenues are collected. The bases of long-term contracts for financial reporting, therefore, exceed the tax bases. The excess will be taxable when the contracts revenues are collected.

See independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
 NOTES TO FINANCIAL STATEMENTS  
 DECEMBER 31, 2015 AND 2014

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)**

Date of Management's Review

Subsequent events have been evaluated through March 7, 2016, which is the date the financial statements were available to be issued.

**NOTE 2 - CONTRACTS IN-PROGRESS**

	2015	2014
Contracts in-progress consisted of the following:		
Total contract price	\$ 1,152,701	\$ 3,923,272
Billings on uncompleted contracts	(219,636)	(1,893,877)
	<u>\$ 933,065</u>	<u>\$ 2,029,395</u>
Unbilled contracts - backlog		
Costs incurred on uncompleted contracts	\$ 195,777	\$ 1,794,244
Estimated earnings	35,779	234,413
Billings on uncompleted contracts	(219,636)	(1,893,877)
	<u>\$ 11,920</u>	<u>\$ 134,780</u>
Included in the accompanying balance sheets under the following captions:		
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 34,335	\$ 144,473
Billings in excess of costs and estimated earnings on uncompleted contracts	(22,415)	(9,693)
	<u>\$ 11,920</u>	<u>\$ 134,780</u>

See independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2015 AND 2014**

**NOTE 3 - NOTES PAYABLE**

	2015	2014
Notes payable consisted of the following:		
Note payable to SBA, monthly installments of \$689, including interest at 4.27%, secured by real estate owned by shareholder, final payment due February 1, 2037	<u>\$ 115,074</u>	<u>\$ 118,351</u>
Total notes payable	115,074	118,351
Less: Current maturities	<u>(3,420)</u>	<u>(3,277)</u>
Long-term debt	<u>\$ 111,654</u>	<u>\$ 115,074</u>

Following is a summary of maturities of long-term debt during the next five years:

2016	
2017	\$ 3,420
2018	3,569
2019	3,725
2020	3,887
Thereafter	4,056
	<u>96,417</u>
	<u>\$ 115,074</u>

Total interest paid amounted to \$6,349 and \$5,650 for the years ended December 31, 2015 and 2014, respectively.

See independent accountant's review report.

FLORIDA CONSTRUCTION & ENGINEERING, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2015 AND 2014

**NOTE 4 - CREDIT ARRANGEMENT**

The Company entered into a credit arrangement with a bank providing the Company with a credit line of \$300,000, maturing on September 24, 2017. The proceeds will be used for bonding requirements and to meet short-term operating needs. Interest is charged at 5.25% and is payable monthly. The credit arrangement is guaranteed by the shareholders.

Certain information regarding the present line of credit is summarized as follows:

Line of credit available	<u>\$ 300,000</u>
Maximum amount of borrowing outstanding at any month-end	<u>\$ 0</u>
Minimum amount of borrowing outstanding at any month-end	<u>\$ 0</u>

**NOTE 5 - FACILITY RENTAL**

The Company leases its facility from a shareholder on a month to month basis. The lease is classified as an operating lease and provides for minimum annual rentals of \$12,000 per year.

See independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**SCHEDULES OF EARNING FROM CONTRACTS**  
**YEAR ENDED DECEMBER 31, 2015**

	2015			2014
	<u>Revenues Earned</u>	<u>Cost of Revenues Earned</u>	<u>Gross Profit</u>	
Contracts completed during the year	\$1,860,649	\$1,426,177	\$ 434,472	\$2,463,169
Contracts in-progress at the end of the year	<u>199,464</u>	<u>161,210</u>	<u>38,254</u>	<u>2,010,680</u>
	<u>\$2,060,113</u>	<u>\$1,587,387</u>	<u>\$ 472,726</u>	<u>\$ 452,489</u>

See independent accountant's review report.

**FLORIDA CONSTRUCTION AND ENGINEERING, INC.**  
**SCHEDULE OF COMPLETED CONTRACTS**  
**DECEMBER 31, 2015**

Project	Totals Contract			Year Ended December 31, 2015		
	Contract Price	Total Costs Incurred	Gross Profit (Loss) Earned	Contract Revenues Earned	Total Costs Incurred	Gross Profit (Loss) Earned
PARK AND RIDE	\$ 2,991,894	\$ 2,514,855	\$ 477,039	\$ 1,606,653	\$ 1,302,727	\$ 303,926
GUEST PARKING LOT	102,252	81,941	20,311	9,694	8,620	1,074
USDA MAIC PAINTING	35,814	5,929	29,885	35,814	5,929	29,885
PWWM MULTI-SITE	412,942	403,158	9,784	6,071	(13,517)	19,588
AVIATION DEPT	145,815	61,014	84,801	33,920	3,461	30,459
FERN HOME REMODEL	4,640	3,665	975	4,640	3,665	975
CSM POLICE FUEL ST	160,527	114,104	46,423	160,527	114,104	46,423
WOMAN'S CLUB REPAIR	3,330	1,188	2,142	3,330	1,188	2,142
	<u>\$ 3,857,214</u>	<u>\$ 3,185,854</u>	<u>\$ 671,360</u>	<u>\$ 1,860,649</u>	<u>\$ 1,426,177</u>	<u>\$ 434,472</u>

See independent accountant's review report.

**FLORIDA CONSTRUCTION AND ENGINEERING, INC.**  
**SCHEDULE OF COMPLETED CONTRACTS**  
**DECEMBER 31, 2014**

Project	Totals Contract			Year Ended December 31, 2014		
	Contract Price	Total Costs Incurred	Gross Profit (Loss) Earned	Contract Revenues Earned	Total Costs Incurred	Gross Profit (Loss) Earned
WARF GATES	\$ 1,715,320	\$ 1,067,842	\$ 647,478	\$ (41,421)	\$ 529	\$ (41,950)
ALLEN PARK	639,348	448,032	191,316	119,980	8,885	111,095
CITY HALL	81,061	44,094	36,967	78,780	42,041	36,739
WESTWIND LAKES	542,593	511,590	31,003	19,835	13,014	6,821
PARKSIDE I	97,483	56,219	41,264	97,483	56,219	41,264
MIA REPAIRS	69,315	37,411	31,904	51,190	21,098	30,092
BLACKY PARK	129,360	93,170	36,190	129,360	93,170	36,190
	<u>\$ 3,274,480</u>	<u>\$ 2,258,358</u>	<u>\$ 1,016,122</u>	<u>\$ 455,207</u>	<u>\$ 234,956</u>	<u>\$ 220,251</u>

See independent accountant's review report.

**FLORIDA CONSTRUCTION AND ENGINEERING, INC.**  
 SCHEDULE OF CONTRACTS IN-PROGRESS  
 DECEMBER 31, 2015

Project Description	Total Contract				From Inception to December 31, 2015				Year Ended December 31, 2015			
	Estimated Contract Amount	Estimated Costs	Estimated Gross Profit (Loss)	Contract Revenues Earned	Total Costs Incurred	Gross Profit (Loss) Earned	Billings To Date	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Contract Revenues Earned	Costs Incurred	Gross Profit (Loss) Earned
POCOTELLA HOME	\$ 26,000	\$ 25,903	\$ 97	\$ 26,000	\$ 25,903	\$ 97	\$ 8,500	\$ 17,500	\$ 5,981	\$ 3,600	\$ (138)	\$ 3,738
MIAMI GARDENS DRAIN	133,921	118,500	15,421	35,761	31,843	4,118	41,742	5,981	5,981	35,761	31,643	4,118
GABLES KINGS BAY	354,108	305,000	49,108	38,960	33,557	5,403	34,196	4,764	4,764	38,960	33,557	5,403
CNMB ROUNDABOUT	141,811	112,750	29,061	118,764	94,426	24,338	135,198	9,692	16,434	118,764	94,426	24,338
MCM MIA BLD 896	484,471	435,000	59,471	0	8,526	1,166	0	2,379	0	0	0	0
FERN FENCE	2,390	1,730	660	2,379	1,722	657	0	2,379	0	2,379	1,722	657
	<u>\$ 1,152,701</u>	<u>\$ 986,883</u>	<u>\$ 153,818</u>	<u>\$ 221,864</u>	<u>\$ 195,777</u>	<u>\$ 35,779</u>	<u>\$ 219,636</u>	<u>\$ 34,335</u>	<u>\$ 22,415</u>	<u>\$ 199,464</u>	<u>\$ 161,210</u>	<u>\$ 38,254</u>

See independent accountant's review report.

**FLORIDA CONSTRUCTION AND ENGINEERING, INC.**  
**SCHEDULE OF CONTRACTS IN-PROGRESS**  
**DECEMBER 31, 2014**

Project Description	Total Contract		From Inception to December 31, 2014				Year Ended December 31, 2014					
	Estimated Contract Amount	Estimated Costs	Estimated Gross Profit (Loss)	Contract Revenues Earned	Total Costs Incurred	Gross Profit (Loss) Earned	Billings To Date	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Contract Revenues Earned	Costs Incurred	Gross Profit (Loss) Earned
POCOTELLA HOME	\$ 22,400	\$ 26,041	\$ (3,641)	\$ 22,400	\$ 26,041	\$ (3,641)	\$ 8,500	\$ 13,900	\$	\$ 20,043	\$ 23,734	\$ (3,691)
PWWW MULTI SITE	415,000	425,000	(10,000)	406,871	416,675	(9,804)	327,300	79,571		398,175	409,020	(10,845)
MCM MIA BLD 896	494,471	435,000	59,471	9,692	8,526	1,166	0	9,692		50	(32)	82
PROGRESSO POINT	102,252	81,000	21,252	92,558	73,321	19,237	102,251		9,693	92,558	73,321	19,237
TRANSIT PARK N RIDE	2,743,334	2,400,500	342,834	1,385,241	1,212,128	173,113	1,377,059	8,182		1,385,241	1,212,128	173,113
AVIATION PILOT PRGM	145,815	75,000	70,815	111,895	57,553	54,342	78,767	33,128		111,895	57,553	54,342
	<u>\$ 3,923,272</u>	<u>\$ 3,442,541</u>	<u>\$ 480,731</u>	<u>\$ 2,028,657</u>	<u>\$ 1,794,244</u>	<u>\$ 234,413</u>	<u>\$ 1,893,877</u>	<u>\$ 144,473</u>	<u>\$ 9,693</u>	<u>\$ 2,007,962</u>	<u>\$ 1,775,724</u>	<u>\$ 232,238</u>

See independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES**  
**YEARS ENDED DECEMBER 31, 2015 AND 2014**

	2015	2014
Amortization	\$ 861	\$ 1,010
Automotive	32,787	42,285
Bank charges	176	1,079
Consulting fees	47,900	48,700
Charitable contributions	450	1,600
Depreciation	1,063	1,222
Dues and subscriptions	920	1,263
Entertainment	1,490	2,939
Insurance	49,312	69,268
Interest	6,349	5,650
Office supplies and expense	14,756	5,232
Postage	343	340
Professional fees	49,795	45,650
Rent	12,000	12,000
Repairs and maintenance	7,630	4,933
Salaries, office	61,830	48,640
Salary, officers	90,100	37,400
Taxes, other	1,647	1,022
Taxes, payroll	12,843	22,597
Telephone	2,941	4,517
Travel	5,313	352
Utilities	10,006	13,413
	\$ 410,512	\$ 371,112

See independent accountant's review report.

**Resume  
&  
Qualification  
Of  
Supervisors**

# Hamid R. Djahanshahi

Civil Engineer, EIT

President/Chief Executive officer



## Relevant Projects:

- ▶ Park & Ride Facility
- ▶ Wharf Access Gates for Pedestrian and Vehicles
- ▶ Scott Carver Homes

## Core Skills:

Construction manager, marketing manager, construction financial analyst

## Key Qualifications

Hamid is a Civil Engineer with 32 years of experience in management and construction. As a Civil Engineer and General Contractor, the areas of expertise are horizontal and vertical construction. 95% of projects have been at Miami Dade's Airport, Seaport, Park and Recreation, Housing, and Transit Departments. Hamid has provided consistent leadership and has placed safety and client satisfaction as the pillar of his construction career. He supervises all Florida Construction Engineering projects on daily basis.

## Representative Projects

### Park & Ride SW 344th Street / Palm Drive Florida City, FL 33034

As project manager Hamid was responsible for scheduling and the coordination of all trade and disciplines for smooth transition and progress of construction activities. Hamid is also in charge of financial decision making, and financial well being of this project.

Scope of work: This project was a turn key, A to Z multi-discipline endeavor. Hamid and his team performed and created a friendly, safe and enjoyable environment to meet the client's goal financially and in a very timely manner on budget and on time.

Duration: 2014-2015

**Building Wharf Access Gates for Pedestrian and Vehicles at Port Miami Seaport**  
Served as Project Manager, Hamid was responsible for scheduling, and coordination of all trade and disciplines for smooth transition and progress of construction activities, and communicated between Florida Construction & Engineering, Inc. with the Seaport Engineering & Construction Department and all daily interactions with Coast Guard, Customs, and Police Department. He was responsible for all personals proper badging and security clearance to access the wharf side to perform daily scope of work.

Scope of work: This project was part of the Port of Miami Pedestrian and Vehicular Access for 13 wharf access locations throughout the port, including guard booths, pedestrian walk-ways, security cameras, and communication systems installations and testing.

Duration 2007-2012

## Years of Experience

32 (28 years with Florida Construction & Engineering, Inc., 4years other)

## Work History

Florida Construction & Engineering, Inc. 1987 to present

A&M International, Inc.

CTQPRReg/Cert.

General Contractor

## Education

B.S Civil Engineering The Ohio State University 1982

Professional Affiliation  
American Society of Civil Engineering

Rotary Club Member & President

## Office Location

155 Bentley Drive  
Miami Springs, FL 33166

**Scott/Carver Homes(Miami-Dade County Housing ) 7226 NW 22nd AVE**

Served as project manager, Hamid was responsible for project layout & coordination of all disciplines to prevent delaying in the project construction. He was communicating all construction activities with Housing Authority, Permitting and Building and Zoning Departments, and insuring public safety surrounding the Scott Carver project. He created daily maintenance of traffic safety procedures. Hamid was also in charge of all financial and budgeting decision making on this project.

Scope of work: Site work for Scott Homes Sector, which was developed for fifty-two single-family homes. The work included installation of water, sewer, electric, cable, telephone, data, fire hydrant, trench storm drainage system, sidewalk, curbs, roadway construction, paving work, earthwork and related activities in accordance with the plan and specification.

*Duration 2005-2007*

This page  
intentionally left blank

# Reza Djahanshahi

## Vice President



### Relevant Projects:

- ▶ Park and Ride
- ▶ Sea Board Marine Cargo Terminal
- ▶ 125 Street Sidewalk Construction

### Core Skills:

Construction management, Estimating, Problem Solving, Financial Analysis

---

### Key Qualifications

As Vice President of Florida Construction & Engineering, Inc. Reza Djahanshahi is vital to the management of all Civil/Structural Construction activities. In addition, he offers vast experience in the Design & Construction with the most efficient product delivery methods.

Reza's duties include the management of a safe and well-coordinated project site. Implementation of quality control procedures for the company at large. Reza as Builder and a Civil Structural Engineer has extensive experience in heavy Civil, and large commercial construction projects with the owner's satisfaction the end goal.

### Representative Projects

#### Park & Ride SW 344th Street / Palm Drive Florida City, FL 33034

Serving as owner and Field Engineer Reza was responsible for the plan review coordination of the parking lot, pavement, drainage, bus shelter and break lounge to ensure all FDOT and South Florida Code qualifications were met and geometry requirements were achieved, in a timely manner.

Scope of work: this project entailed demolition, land clearing and grubbing, demolition of underground utilities, installation of drainage system, paving, pavement marking, lighting, landscaping, construction of a steel reinforced concrete lounge, and bus shelter

Duration: 2014-2015

#### Sea Board Marine Cargo terminal Development Phase II 1630 port boulevard Miami FL 33132

Serving as Field Engineer Reza was responsible for the plan review coordination of the parking lot drainage, paving, water and sewer (WASA), and electrical system to meet FDOT and South Florida code and to have a safe construction process to meet the owner's goals.

Scope of work:

Construction of 8 acres parking for cargo terminal and container storage facility including removal of 33" existing unsuitable material replace the base and sub base with new material. Installation of water, sewer drainage, electrical system and install all high mast and lighting foundation and all related underground and earth work, in addition install one acre of high impact breaks for the heaving equipment storage yard.

Duration: 2011-2012

### Years of Experience

34 (16 years with FCE, 19 years with others)

### Work History

Florida Construction & Engineering, Inc 1999-Present

Techno Engineering, Inc. 1992-Present

Bechtel

Power Corporation 1981-1991  
Civil/Structural Design Engineer

### Education

B.s., Civil Engineering Ohio State University 1977

### Professional Affiliation

American Society of Civil Engineers

AAA B (Asian American Advisory Board) Board of Director

President of Jasmine Fire Safety Foundation, Inc

### Office Location

155 Bentley Drive  
Miami Springs, FL 33166

**125 Street Sidewalk Construction**

NE 4-5th Ave, North side 125th St from NE 5th-6<sup>th</sup> Ave, West side 6th Ave from 125th-127th St, Fountain Plaza between NE 6th Ave & West Dble Hwy, Block bound by NE 6th Ave & West Dble Hwy between 126th & 127th St, East side West Dble Hwy from 125th-126th St, North side 125th St from NE 6th-7th Ave, East side West Dble Hwy from 126th-127th St, South side 125th St from NE 6th Ave - NE 6th Ct, West side 6th Ave from 125th-124th St, South side 125th St from NE 4th Ave-NE 4th Ct, North side 125th St from NE 9-10th Ave, North side 125th St from NE 8-9th Ave, North side 125th St from NE 7-8th Ave South side 125th St from NE 4th Ct-6th Ave, South side 125th St from NE 8th-9th Ave, South side 125th St from NE 7th-8th Ave, South side 125th St from NE 6th Ct-NE 7th Ave, West side 6th Ct from 125th-124th St, East side 6th Ave from 125th-124th St

Served as Project Manager and lead Quality Control oversight for the demolition of the existing sidewalks and drive ways, re-construction of new sidewalks and drive ways. Coordinated time of demolition and construction with the property owners and tenants of businesses located on 125th Street. Oversaw the FDOT requirements and public safety and financial requirement of the owner and Florida Construction & Engineering, Inc.

**Scope of work:**

Removal of all existing bricks on sidewalks and drive ways within the downtown core of the City of North Miami and replace with 150,000 SQ FT of new bricks per design drawing. Remove and reconstruct the existing planters and sidewalk lighting.

**Duration 2010-2011**

# ISABEL M FERNANDEZ

## PROJECT MANAGER/ Estimator



### Relevant Projects:

- ▶ Park & Ride
- ▶ Sea Board Marine Cargo Terminal
- ▶ Miami-Dade Aviation Department Emergency Maintenance Construction work/ Drainage & Sewer work

### Core Skills:

Estimating, quality control, planning, surveying, project management, inspection

---

### Key Qualifications

Ms. Isabel Fernandez is a Civil Engineer with over 33 years of roadway experience including milling and resurfacing, access management, maintains of traffic (MOT) drainage, construction material analysis, and survey. She has successfully completed numerous large and small construction projects, all through her Engineering and Construction career

### Years of Experience

33 years (5 years with Florida Construction & Engineering, 28 years with other )

### Representative Projects

**Park & Ride SW 344th Street / Palm Drive Florida City, FL 33034.**

Ms. Isabel served in the super intendant capacity, her daily task included work schedule, manpower requirements over seeing all project activities such as layout, excavation, drainage, compaction, backfilling, underground utility placements, and coordinating with all discipline including engineer and architect of the record.

Ms. Isabel made sure all the elevations and coordinates match the project design package criteria and implemented as per plans.

Scope of work: this project entails demolition, land clearing and grubbing, demolition of underground utilities, installation of drainage system, paving, pavement marking, lighting, landscaping, construction of a steel reinforced concrete lounge, and bus shelter.

Duration: 2014-2015

**Sea Board Marine Cargo Terminal Development Phase II 1630 Port Boulevard Miami FL 33132**

Ms. Isabel has estimated the cost of this project from A to Z and served as in the super intendant capacity, her daily task included work schedule, manpower requirements over seeing all project activities such as layout, excavation, drainage, compaction, backfilling, underground utility placements, and coordinating with all discipline including engineer and the architect of record.

Ms. Isabel made sure all the elevations and coordinates were properly laid out and that the project design package was implemented as per plans.

Scope of work:

Construction of 8 acres parking lot for cargo terminal and container storage facility including removal of 33" existing unsuitable material and replace the base and sub base with new material. Installation of water, sewer drainage, electrical system and install all high mast and lighting foundation and placed 9" of asphalt for the entire 8 acres of parking facilities including all related underground and earth work, and install one acre high impact breaks for the heaving equipment storage yard for Seaport Marine.

### Work History

FCE 2010-Present

JVA 2007-2010

IPROY AZ 1996-2006

PDMBF COMPANY 1991-1996

CTQPR Reg/Cert.

QC Manager  
Asphalt paving levels I&II

### Education

B.S., Civil Engineering, Roads and Airport University of Havana Cuba (1982)

### Professional Registrations

General Contractor and Underground Utility and Excavation license

### Office Location

155 Bentley Drive  
Miami Springs FL, 33166

This page  
intentionally left blank



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

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

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

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Rod Ley, Town Engineer  
**DATE:** 12/8/2016  
**SUBJECT:** Approving an Agreement with Florida Construction & Engineering, Inc. for SW 55th Street and SW 185th Way Drainage Improvements

---

### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with Florida Construction & Engineering, Inc. for the Drainage and Infrastructure Advisory Board recommended SW 55<sup>th</sup> Street and SW 185<sup>th</sup> Way Drainage Improvements.

### **Strategic Priorities**

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

### **Background**

The intersection of SW 55th Street and SW 185th Way has long been a drainage related concern for Town residents. There is no existing infrastructure to convey stormwater runoff away from the roadway into specific drainage features. The opportunity arose for the Town and South Broward Drainage District (SBDD) to partner on a drainage improvement project that was also the No. 1 priority of the Drainage and Infrastructure Advisory Board. SBDD designed and permitted the project which includes the installation of ditch bottom inlets, piping, and an outfall structure that will alleviate the flooding at the intersection and route the water into

the SW 184th Avenue Canal. SBDD also plans on performing Construction Engineering Inspection (CEI) Services along with some minor Clearing and Grubbing.

On October 10, 2016 advertised an Invitation for Bid (IFB 16-010). On November 9, 2016, the Town received five (5) responses:

**Proposer Amount (ranked lowest to highest)**  
 Florida Construction & Engineering, Inc. \$133,516.81  
 R & G Engineering \$149,940.00  
 Southeastern Engineering \$169,766.90  
 Maggoc Inc. \$176,700.00  
 Roadway Construction LLC \$227,026.43

**Fiscal Impact/Analysis**

The Town budgeted \$109,200 for all drainage improvements in the FY 2016-2017 Town Budget and has an approximate carryover Transportation Fund restricted fund balance available for Drainage capital projects from FY 2015-2016 in the amount of \$75,125 requiring a Budget Amendment for FY 2016-2017.

The total combined expected fund balance available is \$184,325, which exceeds the low bid amount of \$133,516.81.

In addition to design and construction services, SBDD has verbally agreed, subject to formal approval, to potentially contribute \$25,000 to offset the total project cost. Total costs and expenditures are shown in the figure below:

Potential Total Contract	\$133,516.81
SBDD contribution	(\$25,000.00)
Total Anticipated (Net) Town Expenditure	\$108,576.81

**Staff Contact:**

Rod Ley, PE, LEED AP, CPESC  
 Town Engineer

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	11/29/2016	Resolution
Agreement - TA Approved - Part 1	11/30/2016	Agreement
Agreement - TA Approved - Part 2	11/30/2016	Agreement
Agreement - TA Approved - Part 3	11/30/2016	Agreement
Agreement - TA Approved - Part 4	11/30/2016	Agreement

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SIXTEEN DOLLARS AND EIGHTY-ONE CENTS (\$133,516.81) WITH FLORIDA CONSTRUCTION & ENGINEERING INC. TO COMPLETE THE SW 55<sup>TH</sup> STREET AND SW 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENTS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2016 / 2017 BUDGET FOR DRAINAGE IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to complete a drainage project along SW 55<sup>th</sup> Street and SW 185<sup>th</sup> Way; and

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

**WHEREAS**, the Town budgeted \$109,200 for all drainage improvements in the FY 2016-2017 Town Budget and it has an approximate carryover Transportation Fund restricted fund balance available for Drainage capital projects from FY 2015-2016 in the amount of \$75,125; and

**WHEREAS**, on October 10, 2016, the Town advertised Invitation for Bid (IFB) 16-010 for the SW 55<sup>th</sup> Street and SW 185<sup>th</sup> Way Drainage Improvement Project; and

**WHEREAS**, on November 9, 2016, the Town received five (5) responses; and

**WHEREAS**, after reviewing the bids, it was determined that Florida Construction & Engineering Inc. was the lowest responsible bidder that met the requirement of the IFB; and

**WHEREAS**, Florida Construction & Engineering Inc.'s bid tabulation, as the lowest responsible bidder, came in at \$133,516.81; and

**WHEREAS**, the project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and everything 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 herein;

**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 executing an Agreement in the amount of One Hundred Thirty-Three Thousand Five Hundred and Sixteen dollars and Eighty-One Cents (\$133,516.81) with Florida Construction & Engineering Inc. to complete the SW 55<sup>th</sup> Street and SW 185<sup>th</sup> Way drainage improvements, in accordance with the terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "1", which is incorporated herein by reference.

**Section 3.** The Town Council hereby approves the budget amendment for the drainage improvements as follows: increasing the Transportation Fund – Infrastructure Drainage expenditure account (101-5100-541-63260) and increasing the Transportation Fund – Appropriated Fund Balance – revenue account (101-0000-399-39900) in the amount of \$75,125, respectively for the FY 2015-2016 carryover portion only.

**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "1", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

**[Signatures on Following Page]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Shroeder \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

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

Approved as to Form and Correctness:

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

113684953.1

This page  
intentionally left blank



**EXHIBIT "1"**

**AGREEMENT**

**BETWEEN THE**

**TOWN OF SOUTHWEST RANCHES**

**AND**

**FLORIDA CONSTRUCTION & ENGINEERING INC.**

**FOR**

**SW 55<sup>TH</sup> STREET AND SW 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENTS**

**IFB No. 16-010**

**AGREEMENT FOR  
CALUSA CORNERS PARK PHASE 1**

**THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 8th day of December 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Florida Construction & Engineering Inc., a Florida Corporation (hereinafter referred to as “Contractor”).**

**WHEREAS**, the Town desires to construct the SW 55<sup>th</sup> Street and SW 185<sup>th</sup> Way Drainage Improvements (“Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 16-010 on October 10, 2016 (“IFB”); and

**WHEREAS**, five (5) Bids were received by the Town on November 9, 2016; and

**WHEREAS**, the Town has adopted Resolution No. 201\_- \_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected Florida Construction and Engineering 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 “1” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Agreement Sum (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).
- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

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

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for Calusa Corners Park Phase 1.
- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve Substantial Completion of the Work within one hundred and ninety (190) calendar days beginning on the date of issuance of the Notice to Proceed for the Work (the effective date of the Notice to Proceed) as stated in the Notice to Proceed, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
  - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
  - (iii) All Work has been completed; and

- (iv) The Town’s engineer/architect of record for the Project, SW 55<sup>th</sup> Street and SW 185<sup>th</sup> Way Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

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

**Liquidated 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 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 **190 days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall 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. The foregoing provisions for the assessment of liquidated damages shall survive the termination of this Agreement by Town for cause in accordance with Section 18.C. below.

Contractor shall achieve final completion of the Work within thirty (30) calendar days after the date of Substantial Completion or no later than **220 days after the issuance of the Notice to Proceed**. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, SW 55<sup>th</sup> Street and SW 185<sup>th</sup> Way Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

**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 \$133,516.81 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 15% retainage. Subject to other requirements

of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.

- 3.5. A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

**Section 4: Assignment**

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

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

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

**Section 6: Insurance**

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.

- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of “A” or better in accordance with A.M. Best’s Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an **additional named insured**:  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor’s insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer’s limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**: Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY**: Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than

**Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. **ENVIRONMENTAL POLLUTION INSURANCE:**

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

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

Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
And  
Keith M. Poliakoff, Esq.  
Arnstein & Lehr  
200 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate

limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

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

**Section 7: Copyrights and Patent Rights**

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

**Section 8: Laws and Regulations**

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

**Section 9: Taxes and Costs**

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

**Section 10: Indemnification**

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

**Section 11: Non-discrimination**

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

**Section 12: Sovereign Immunity**

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided

for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

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

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

**Section 14: No Third Party Beneficiaries**

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

**Section 15: Funding**

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

**Section 16: Manner of Performance**

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

**Section 17: Public Records**

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

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information

Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

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

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

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

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

**Section 18: Termination**

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
  
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent

to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town may provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

**Section 19: Public Entity Crimes Information Statement**

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

**Section 20: Use of Awarded Bid by Other Governmental Units**

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

**Section 21: Change Orders and Modification of Agreement**

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

**Section 22: No Waiver of Rights**

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

**Section 23: Jurisdiction and Venue**

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

be governed by the substantive laws of the State of Florida.

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

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

**Section 25: Gender**

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

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

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

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

**Section 30: Severability**

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect or be deemed severed from the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all

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

**Section 32: Notice**

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

If to Town:

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

With a copy to:

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

If to Contractor:

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

**Section 33: Miscellaneous**

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

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

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

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

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

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

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

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

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

**G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SW 55<sup>th</sup> Street and SW 185<sup>th</sup> Avenue Drainage Improvements  
IFB No. 16-010

---

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: Florida Construction & Engineering Inc., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 8th day of December 2016.

**WITNESSES:**

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

**CONTRACTOR:**

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

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Doug McKay, Mayor  
8<sup>th</sup> day of December 2016

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator  
8<sup>th</sup> day of December 2016

**ATTEST:**

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

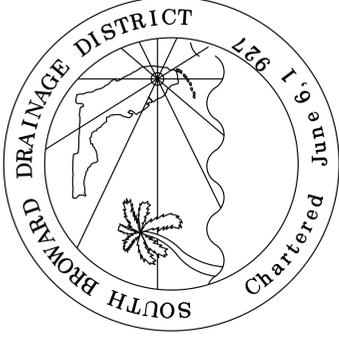
**APPROVED AS TO FORM AND CORRECTNESS:**

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

**EXHIBIT “2” – SW 55<sup>TH</sup> STREET AND SW 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENT  
DRAWINGS AND / OR SPECIFICATIONS FROM SOUTH BROWARD DRAINAGE  
DISTRICT, DATED, SEPTEMBER 30, 2016**

# TOWN OF SOUTHWEST RANCHES & SOUTH BROWARD DRAINAGE DISTRICT S.W. 55th STREET & S.W. 185th WAY DRAINAGE IMPROVEMENTS

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



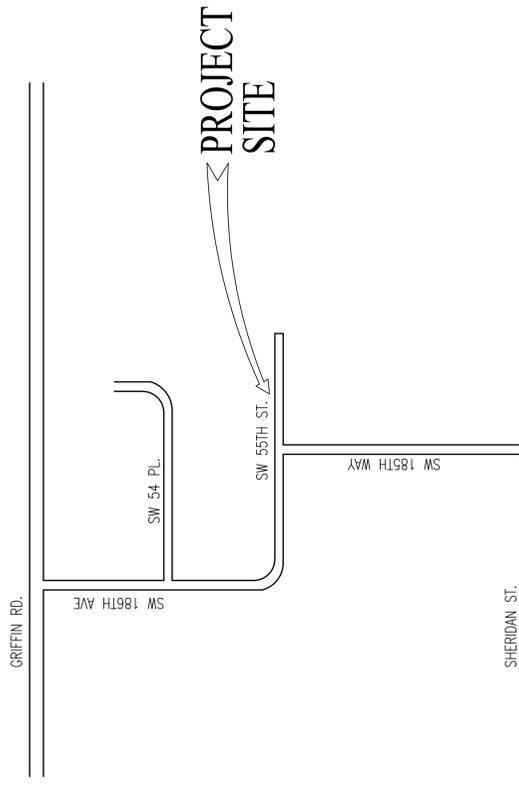
SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 169th AVE.  
SOUTHWEST RANCHES, FLORIDA 33331



Know what's below.  
Call before you dig.

## DRAWING INDEX:

COVER SHEET	-	1
PAVING & DRAINAGE PLAN	-	2
PAVING & DRAINAGE PLAN 2	-	3
PAVING & DRAINAGE DETAILS & SECTIONS	-	4
PAVING & DRAINAGE DETAILS	-	5
EROSION CONTROL PLAN	-	6
EROSION CONTROL PLAN 2	-	7
EROSION CONTROL DETAILS	-	



**LEGEND:**

R/W LINE	---
LOT LINE	---
DRAINAGE CULVERT AND INLET	▬
PAVEMENT RESTORATION	▬
FLOW ARROW	→
EXISTING PAVEMENT /DRIVEWAY	▬

**PERMIT PLAN**

THIS PLAN IS NOT A LEGAL SURVEY.

**NOTES:**

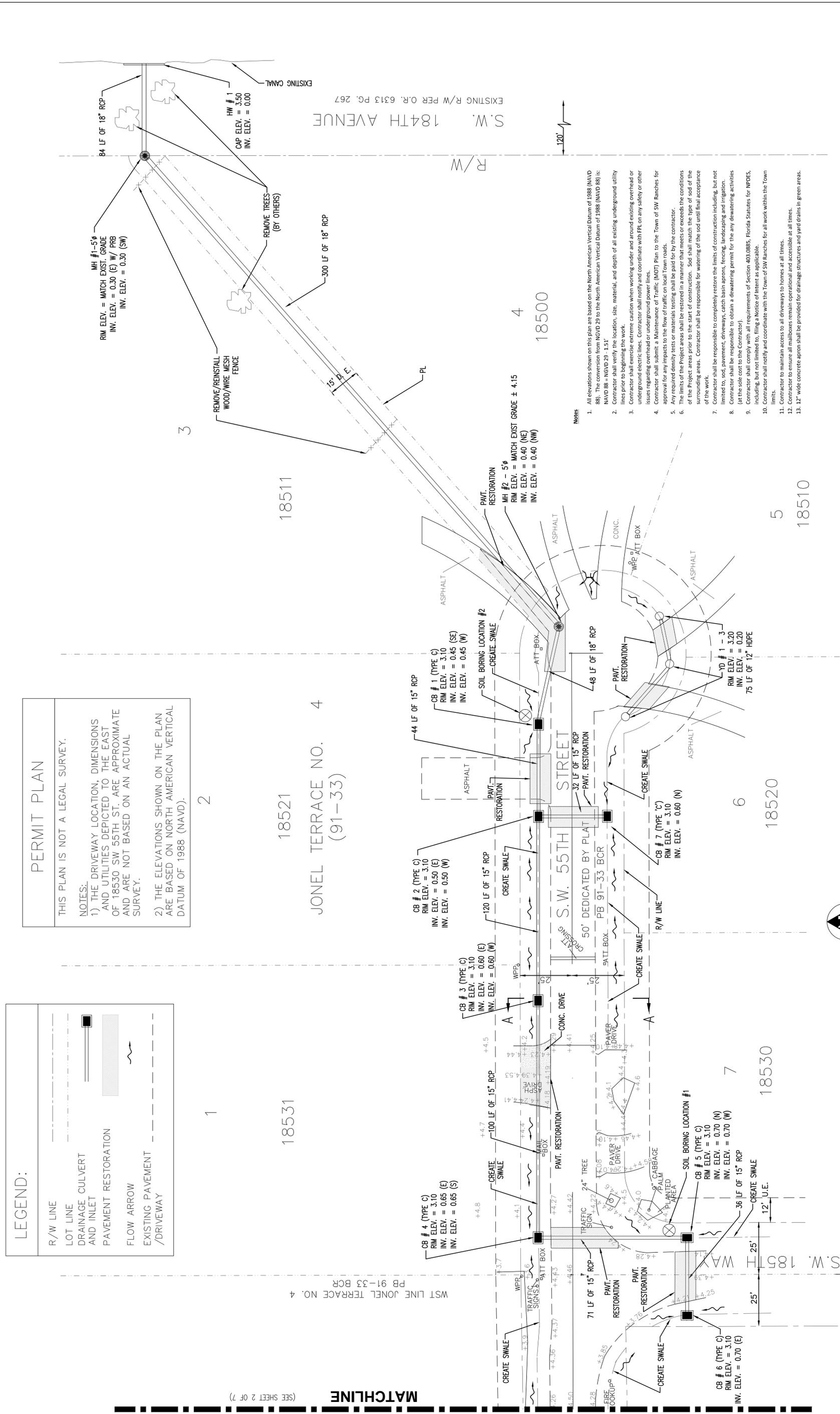
1) THE DRIVEWAY LOCATION, DIMENSIONS AND UTILITIES DEPICTED TO THE EAST OF 18550 SW 55TH ST. ARE APPROXIMATE AND ARE NOT BASED ON AN ACTUAL SURVEY.

2) THE ELEVATIONS SHOWN ON THE PLAN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

2

(SEE SHEET 2 OF 7)

**MATCHLINE**



**Notes**

- All elevations shown on this plan are based on the North American Vertical Datum of 1988 (NAVD 88). The conversion from NGVD 29 to the North American Vertical Datum of 1988 (NAVD 88) is: NAVD 88 = NGVD 29 - 1.51'
- Contractor shall verify the location, size, material, and depth of all existing underground utility lines prior to beginning the work.
- Contractor shall exercise extreme caution when working under and around existing overhead or underground electric lines. Contractor shall notify and coordinate with FPL on any safety or other issues regarding overhead or underground power lines.
- Contractor shall submit a Maintenance of Traffic (MOT) Plan to the Town of SW Ranches for approval for any impacts to the flow of traffic on local town roads.
- Any required density tests or materials testing shall be paid for by the contractor.
- The limits of the Project areas shall be restored in a manner that meets or exceeds the conditions of the Project areas prior to the start of construction. Sod shall match the type of sod of the surrounding areas. Contractor shall be responsible for watering of the sod until final acceptance of the work.
- Contractor shall be responsible to completely restore the limits of construction including, but not limited to, sod, pavement, driveways, catch basin aprons, fencing, landscaping and irrigation.
- Contractor shall be responsible to obtain a dewatering permit for the any dewatering activities (at the sole cost to the Contractor).
- Contractor shall comply with all requirements of Section 403.0885, Florida Statutes for NPDES, including, but not limited to, filing a Notice of Intent as applicable.
- Contractor shall notify and coordinate with the Town of SW Ranches for all work within the Town limits.
- Contractor to maintain access to all driveways to homes at all times.
- Contractor to ensure all mailboxes remain operational and accessible at all times.
- 12" wide concrete apron shall be provided for drainage structures and yard drains in green areas.



SCALE: 1"=20'-0"

**PAVING AND DRAINAGE PLAN**

NO.	DATE	REVISION	BY	NO.	DATE	REVISION	BY
1							

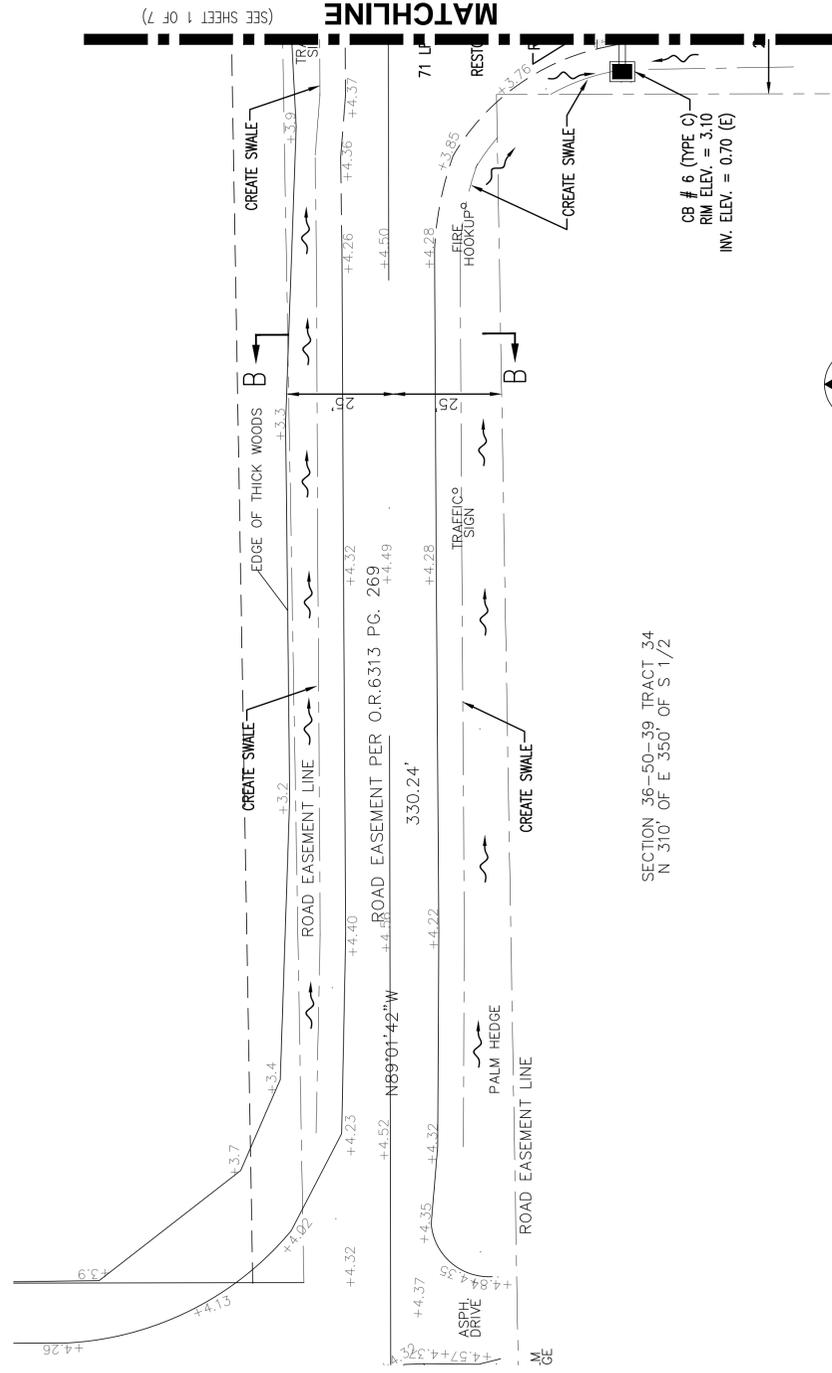
SOUTH BROWARD DRAINAGE DISTRICT  
6591 SW 160th AVE  
SOUTHWEST RANCHES, FL. 33331

PAVING AND DRAINAGE PLAN  
SOUTHWEST RANCHES, FLORIDA  
S.W. 55th ST. & S.W. 185th WAY

DRAWN BY: J.K.S.  
APPROVED BY: K.M.H.  
DATE: 8-16-2016

SCALE: AS NOTED  
PROJECT NO:  
CAD FILE

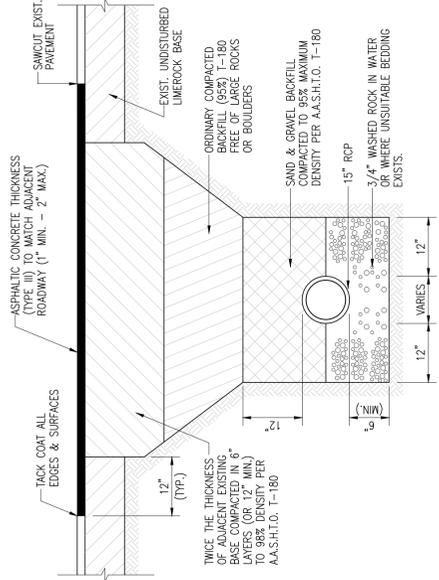
SHEET 1 OF 7



# PAVING AND DRAINAGE PLAN

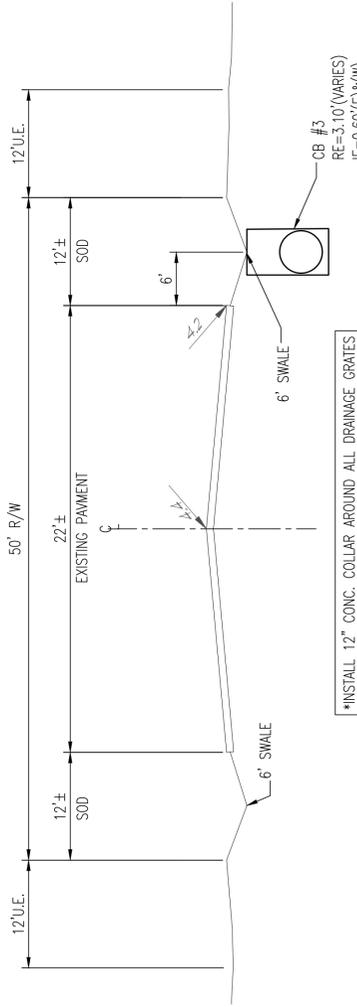
SCALE: 1"=20'-0"

DRAWN BY: J.K.S.		APPROVED BY: K.M.H.		DATE: 8-16-2016	
SCALE: AS NOTED		PROJECT NO.		SHEET	
		CAD FILE		2 OF 7	
<b>PAVING AND DRAINAGE PLAN</b> SOUTH WEST RANCHES, FLORIDA S.W. 55th ST. & S.W. 185th WAY					
SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160th AVE SOUTH WEST RANCHES, FL. 33331					
NO.	DATE	BY	NO.	DATE	BY
1					



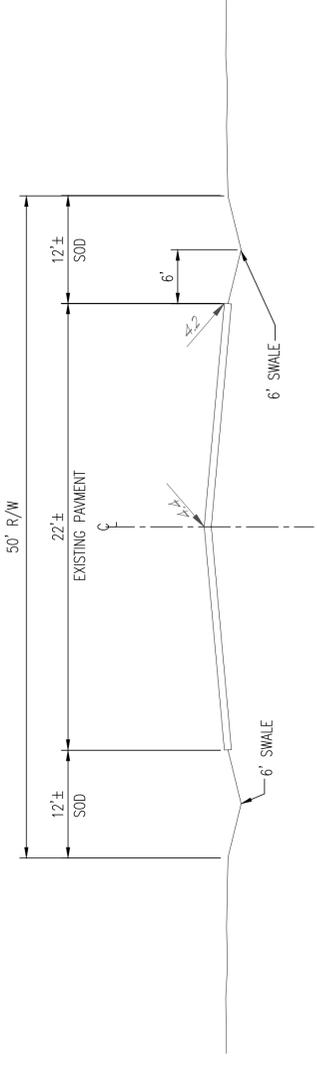
## PAVEMENT RESTORATION DETAIL

NTS



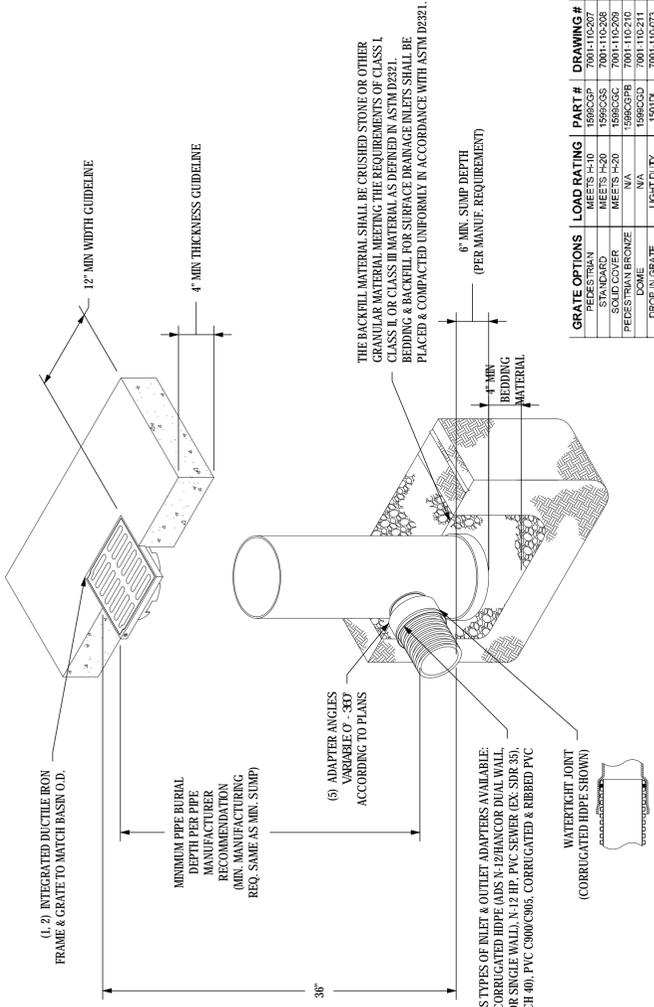
## SECTION A-A

NO SCALE



## SECTION B-B

NO SCALE



## 15\"/>

SCALE: NONE

GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
STANDARD	MEETS H-10	1566CGP	7001110207
STANDARD	MEETS H-20	1566COS	7001110208
STANDARD	MEETS H-30	1566COB	7001110209
PEDESTRIAN BRONZE	N/A	1566CDB	7001110210
DOME	N/A	1566CDD	7001110211
DROP IN GRATE	LIGHT DUTY	1501D	7001110213

- 1 - GRATES/SLIDE COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-90-05.
- 2 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-90-05.
- 3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 8' DUE TO SHIPPING RESTRICTIONS.
- 4 - BACKFILL AND BEDDING SHALL BE PLACED AND COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2921. MINIMUM PIPE BURIAL DEPTH PER PIPE MANUFACTURER RECOMMENDATION (MIN. MANUFACTURING REQ. SAME AS MIN. SUMP).
- 5 - ADAPTERS CAN BE MAINTAINED ON AN ANGLE TO 30°. TO DETERMINE AN ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.

NO.	DATE	REVISION	BY	NO.	DATE	REVISION	BY
1							

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

PAVING AND DRAINAGE DETAILS AND SECTIONS  
SOUTHWEST RANCHES, FLORIDA  
S.W. 55th ST. & S.W. 185th WAY

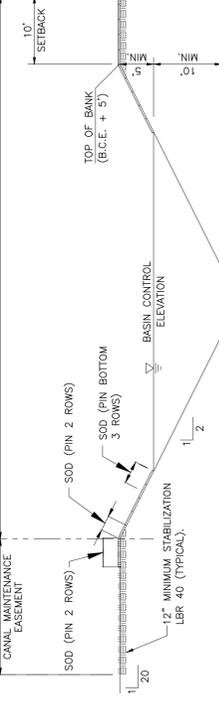
DRAWN BY: J.K.S.  
APPROVED BY: K.M.H.  
DATE: 8-16-2016

SCALE: AS NOTED  
PROJECT NO.  
CAD FILE

SHEET 3 OF 7

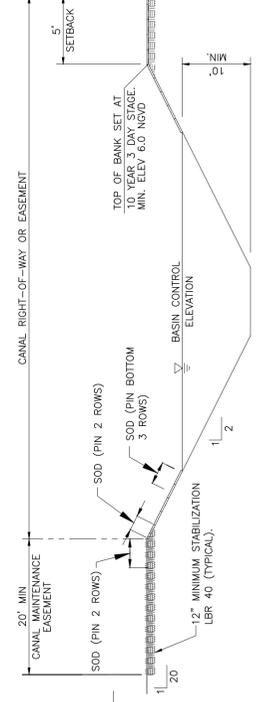
**GENERAL NOTES**

- THE FOLLOWING GENERAL NOTES ARE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT (SBD). THEY ARE NOT MEANT TO BE ALL INCLUSIVE. IT IS THE ENGINEER'S RESPONSIBILITY TO ADVISE THE CONTRACTOR OF ANY ADDITIONAL REQUIREMENTS OF SBD.
- THE CONTRACTOR SHALL CONTACT SBD 48 HOURS OR TWO (2) WORKING DAYS PRIOR TO ANY REQUIRED INSPECTION. TO SCHEDULE INSPECTIONS, PLEASE CALL SBD AT (561)880-3337. SBD'S WORKING HOURS ARE FROM 8:00 AM TO 4:30 PM MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.
- ANY REVISIONS TO PLANS PREPARED BY SBD MUST BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.
- A PRECONSTRUCTION MEETING SHALL BE SCHEDULED AND HELD AT LEAST FIVE (5) DAYS PRIOR TO BEGINNING CONSTRUCTION.
- A SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO SBD AFTER APPROVAL BY THE ENGINEER OF RECORD, PRIOR TO BEGINNING CONSTRUCTION.
- DURING CONSTRUCTION, SBD PERSONNEL WILL INSPECT THE FOLLOWING:
  - INSTALLATION OF ALL UNDERGROUND DRAINAGE FACILITIES BEFORE BACKFILLING.
  - BACKFILLING OF DRAINAGE TRENCHES.
  - EASEMENT LINE OR AS REQUIRED BY SBD.
  - AND ANY OTHER DRAINAGE RELATED CONSTRUCTION WORK.
- INSPECTIONS AND FINAL INSPECTIONS WILL BE SUBJECT TO ADDITIONAL FEE CHARGES BY SBD.
- THE CONTRACTOR CONSTRUCTING OR EXAMINING LAKES OR OTHER WATER BODIES SHALL BE RESPONSIBLE FOR OBTAINING A SURVEY FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION BY SBD. OBTAIN A SURVEY FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION DEVELOPMENT. THE CONTRACTOR OR OWNER SHALL PERIODICALLY, OR AS REQUIRED BY SBD, OBTAIN A SURVEY FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION TO VERIFY THE LOCATION OF THE WATER BODY. IN THE EVENT THAT THE CONTRACTOR PERFORMS PAIS ADJACENT TO THE WATER BODY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A SURVEY FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION TO VERIFY THE LOCATION OF THE WATER BODY. IN THE EVENT THAT THE CONTRACTOR PERFORMS PAIS ADJACENT TO THE WATER BODY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A SURVEY FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION TO VERIFY THE LOCATION OF THE WATER BODY. IN THE EVENT THAT THE CONTRACTOR PERFORMS PAIS ADJACENT TO THE WATER BODY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A SURVEY FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION TO VERIFY THE LOCATION OF THE WATER BODY.
- PAIS AND DRAINAGE "AS-BUILT" PLANS CERTIFIED BY THE ENGINEER OF RECORD SHALL BE PROVIDED TO SBD WITHIN 10 YEAR 3 DAY NOTICE. AS-BUILT PLANS SHALL BE PROVIDED AS AN OVERLAY OF THE APPROVED CONSTRUCTION DRAWINGS AND AT THE SAME SCALE AS ORIGINALLY SUBMITTED. AS-BUILT SIGNATURES SHALL CONFORM TO THE REQUIREMENTS PROVIDED IN ELECTRONIC FORMAT. AS-BUILT PLANS MUST ALSO BE PROVIDED IN ELECTRONIC FORMAT.
- AS-BUILT DRAWINGS OF WATER BODIES SHALL INCLUDE THE DATA REQUIRED UNDER CROSS SECTIONS SHALL BE PROVIDED AT NOT MORE THAN 100 FOOT INTERVALS AND AT ALL OUTFALL PIPES CONSTRUCTED WITHOUT HEADWALLS.
- SBD WILL NOT CONDUCT FINAL INSPECTION WITH RESPECT OF THE AS-BUILT DRAWINGS UNLESS THE ENGINEER'S GENERATION AND TEST RESULTS FOR STABILIZATION OF LAKE/CANAL MAINTENANCE EASEMENTS, ARE RECEIVED.



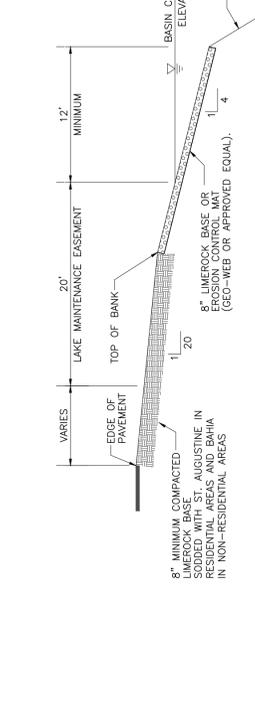
- ALL CANALS MUST HAVE A MINIMUM DEPTH OF 10" FROM CONTROL ELEVATION TO BOTTOM OF EXCAVATION.
- MINIMUM CANAL BOTTOM IS 10" WIDE.
- ALL PROPERTIES ADJACENT TO THE CANAL MUST BE ADJACENT TO THE CANAL AND PROVIDE AS-BUILTS TO THE ABOVE DESIGN.
- THERE SHALL BE NO MUCK WITHIN THE CANAL. RIGHT OF WAY AND MAINTENANCE EASEMENT.
- SOD PINS MUST BE WOOD.

**PRIMARY CANAL MINIMUM DESIGN SECTION AND CANAL MAINTENANCE EASEMENT**



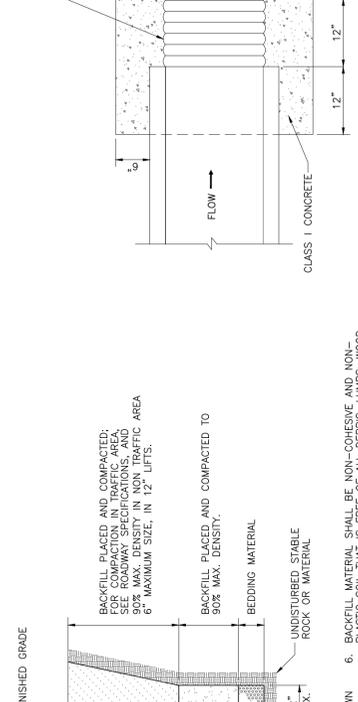
- ALL CANALS MUST HAVE A MINIMUM DEPTH OF 10" FROM CONTROL ELEVATION TO BOTTOM OF EXCAVATION.
- MINIMUM CANAL BOTTOM IS 10" WIDE.
- ALL PROPERTIES ADJACENT TO THE CANAL MUST BE ADJACENT TO THE CANAL AND PROVIDE AS-BUILTS TO THE ABOVE DESIGN.
- THERE SHALL BE NO MUCK WITHIN THE CANAL. RIGHT OF WAY AND MAINTENANCE EASEMENT.
- SOD PINS MUST BE WOOD.

**SECONDARY CANAL MINIMUM DESIGN SECTION AND CANAL MAINTENANCE EASEMENT**



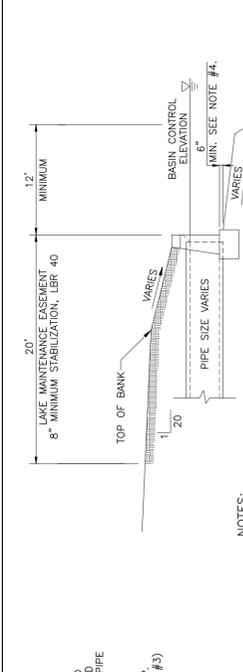
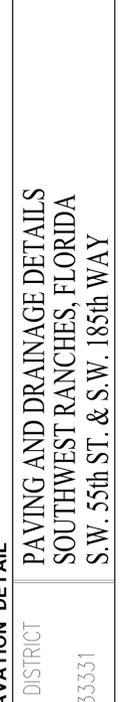
- LOCATION OF BOAT RAMP(S) MUST BE IDENTIFIED, INSPECTED AND APPROVED BY SBD PRIOR TO CONSTRUCTION.
- SLOPE DETAILS AS OUTLINED ABOVE MUST BE PROVIDED PRIOR TO INSTALLATION OF EROSION CONTROL MAT.
- UPON COMPLETION OF BOAT RAMP, DISTRICT MUST BE NOTIFIED FOR FINAL APPROVAL.
- BOAT RAMP MUST INTERSECT ADJACENT ROAD AND WATER BODY AT 90° ANGLE UNLESS OTHERWISE APPROVED.
- THE BOAT RAMP(S) MUST BE MINIMUM 12' WIDE.
- PROVIDE DROP CURB AT PAVEMENT WHERE APPLICABLE.
- FOR BOAT RAMP CONSTRUCTED ON AN SBD CANAL WATER UP TO TOP OF BANK.
- BOAT RAMP(S) SHALL BE CONSTRUCTED OF LIMEROCK OR EROSION CONTROL MAT, AT THE DISCRETION OF THE DISTRICT.
- IF SBD OPTS FOR AN EROSION CONTROL MAT, THE MAT SHALL BE FILLED WITH AT LEAST 4" OF 3/4" ROCK.

**BOAT RAMP DETAIL**



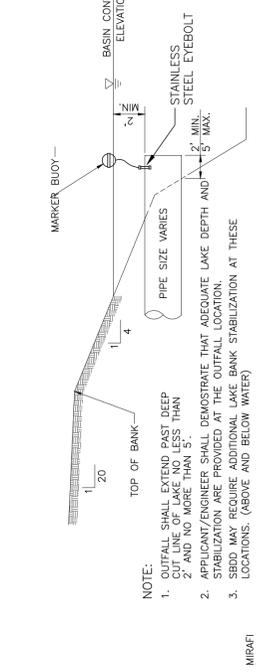
- A CONCRETE JACKET SHALL NOT BE USED TO JOIN:
  - a) FLEXIBLE PIPE WHEN THE MAXIMUM COVER REQUIRED IN ACCORDANCE WITH F.D.O.S. INDEX NO. 205 CANNOT BE OBTAINED.
  - b) METAL PIPE OF DISSIMILAR MATERIALS.
- OPTIONAL FOR LAKE OR CANAL OUTFALL.
  - WHEN USED FOR LAKE OUTFALL, JACKET SHALL BE CENTERED 8'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

**CONCRETE JACKET DETAIL**



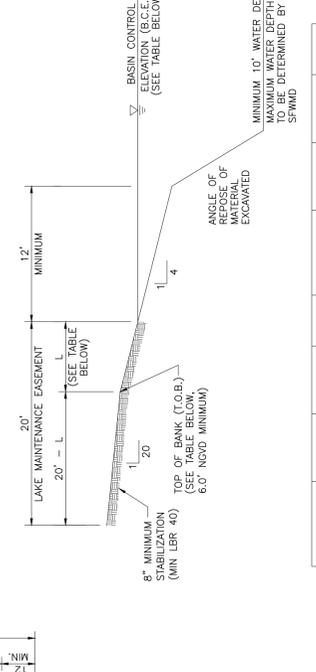
- TOP OF CAP TO BE 1' ABOVE THE BASIN CONTROL ELEVATION FOR LAKES AND 2' ABOVE BASIN CONTROL ELEVATION FOR CANALS, UNLESS OTHERWISE APPROVED BY THE DISTRICT.
- HEADWALLS ARE REQUIRED FOR ALL LAKE AND CANAL INTERCONNECTS.
- CONCRETE AND RIP-RAP ENDWALLS ARE ACCEPTED PER FOOT INDEX 250-255 AND INDEX 250-255. ENDWALLS SHALL BE 12" MIN. HIGH AND 12" MIN. WIDE. THE INSIDE OF THE PIPE AND AT LEAST CHANNEL IN FRONT OF PIPE TO BE MIN. 6" BELOW THE INSET OF THE PIPE AND AT LEAST 1 1/2 TIMES THE DIA. OF THE PIPE TO THE DEEP CUT LINE AND CENTERED ON THE PIPE.
- FACE OF HEADWALL TO BE LOCATED AT DESIGN EDGE OF WATER.

**LAKE OUTFALL DETAIL WITH HEADWALL**



- OUTFALL SHALL EXTEND PAST DEEP CUT LINE AND NO MORE THAN 15'.
- APPLICANT/ENGINEER SHALL DEMONSTRATE THAT ADEQUATE LAKE BANK STABILIZATION AT THESE LOCATIONS. (ABOVE AND BELOW WATER)
- SBD MAY REQUIRE ADDITIONAL LAKE BANK STABILIZATION AT THESE LOCATIONS. (ABOVE AND BELOW WATER)
- IF DISSIMILAR PIPE MATERIAL ARE TO BE USED REFER TO EXHIBIT 29.
- OUTFALL PIPE SHALL HAVE A STAINLESS STEEL EYEBOLT AND MARKER BUOY.

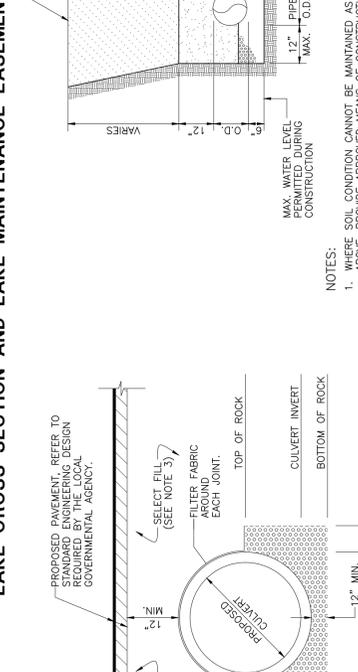
**LAKE OUTFALL DETAIL WITHOUT HEADWALL**



BASIN NO.	B.C.E. (FT-NGVD)	T.O.B. (FT-NGVD)	L (FT)	BASIN NO.	B.C.E. (FT-NGVD)	T.O.B. (FT-NGVD)	L (FT)
S-1	2.50	6.50	16.00	S-8	3.50	6.00	10.00
S-2 & S-7	2.70	6.00	13.20	S-9 & S-10	3.50	6.50	12.00
S-3	3.00	6.50	14.00	S-11	4.00	6.50	10.00
S-4	3.50	6.00	8.00	S-12	3.00	6.50	14.00
S-5	4.00	6.00	10.00	S-13	4.25	6.50	14.00
S-6	4.50	6.50	8.00				

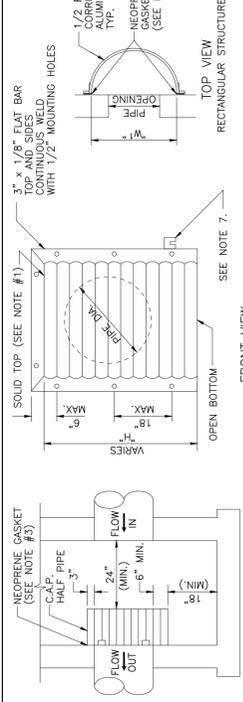
\* EXISTING LAKE BANKS AND SLOPES SHALL BE CLEARED AND REGRADED AS PER SBD CRITERIA ALONG THE ENTIRE LIMITS OF ALL DEVELOPMENT AND REDEVELOPMENT PROJECTS.

**LAKE CROSS SECTION AND LAKE MAINTENANCE EASEMENT**



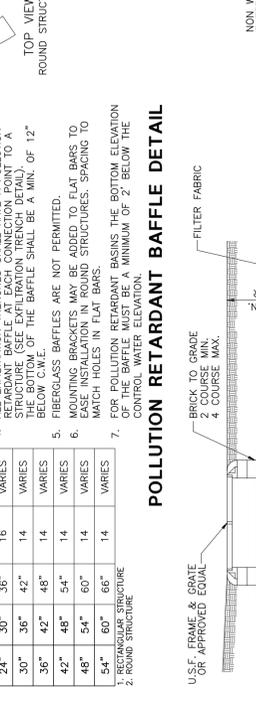
- WHERE SOIL CONDITION CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED MEANS OF CONSTRUCTION.
- WHERE REQUIRED SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH THE LOCAL GOVERNMENTAL AGENCY.
- MUCK OR OTHER UNSUITABLE MATERIAL SHALL BE COMPLETELY REMOVED.
- WHEN THE PIPE IS LAID IN THE PREPARED TRENCH, TRUE TO LINE AND TO DEPTH, THE PIPE SHALL BE SURROUNDED BY A CONTINUOUS UNIFORM SUPPORT. WHERE NECESSARY, THE COURSE SAND, FEA ROCK OR 3/4" LIMESTONE GRAVEL SHALL BE USED TO PROVIDE UNIFORM BEDDING.
- WHERE NECESSARY, THE PIPE SHALL BE PROTECTED BY THE DISCRETION OF THE DISTRICT AND THE SITE CONDITIONS.

**TRENCH ECATION DETAIL**



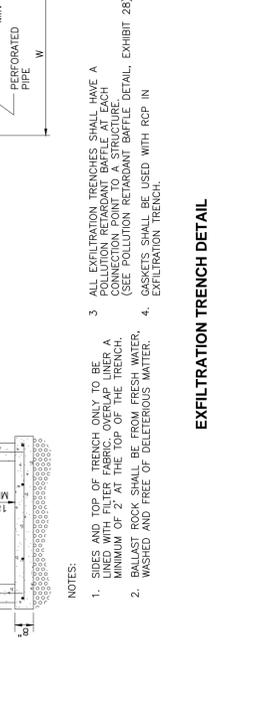
- ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
- NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 3") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
- POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 1/2" DIA. STAINLESS STEEL "RED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

**POLLUTION RETARDANT BAFFLE DETAIL**

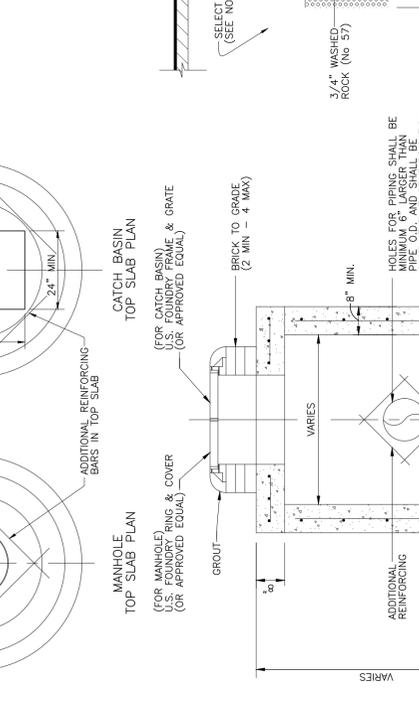


- SIDES AND TOP OF TRENCH ONLY TO BE LINED WITH FILTER FABRIC. OVERLAP LATER AT EACH MINIMUM OF 2' AT THE TOP OF THE TRENCH. (SEE POLLUTION RETARDANT BAFFLE DETAIL, EXHIBIT 28)
- EARTEST ROCK SHALL BE FROM FRESH WATER. WASHED AND FREE OF SILETINOUS WATER.
- GASKETS SHALL BE USED WITH RCP IN EXFILTRATION TRENCH.

**EXFILTRATION TRENCH DETAIL**



**PRECAST CATCH BASIN AND MANHOLE DETAIL**

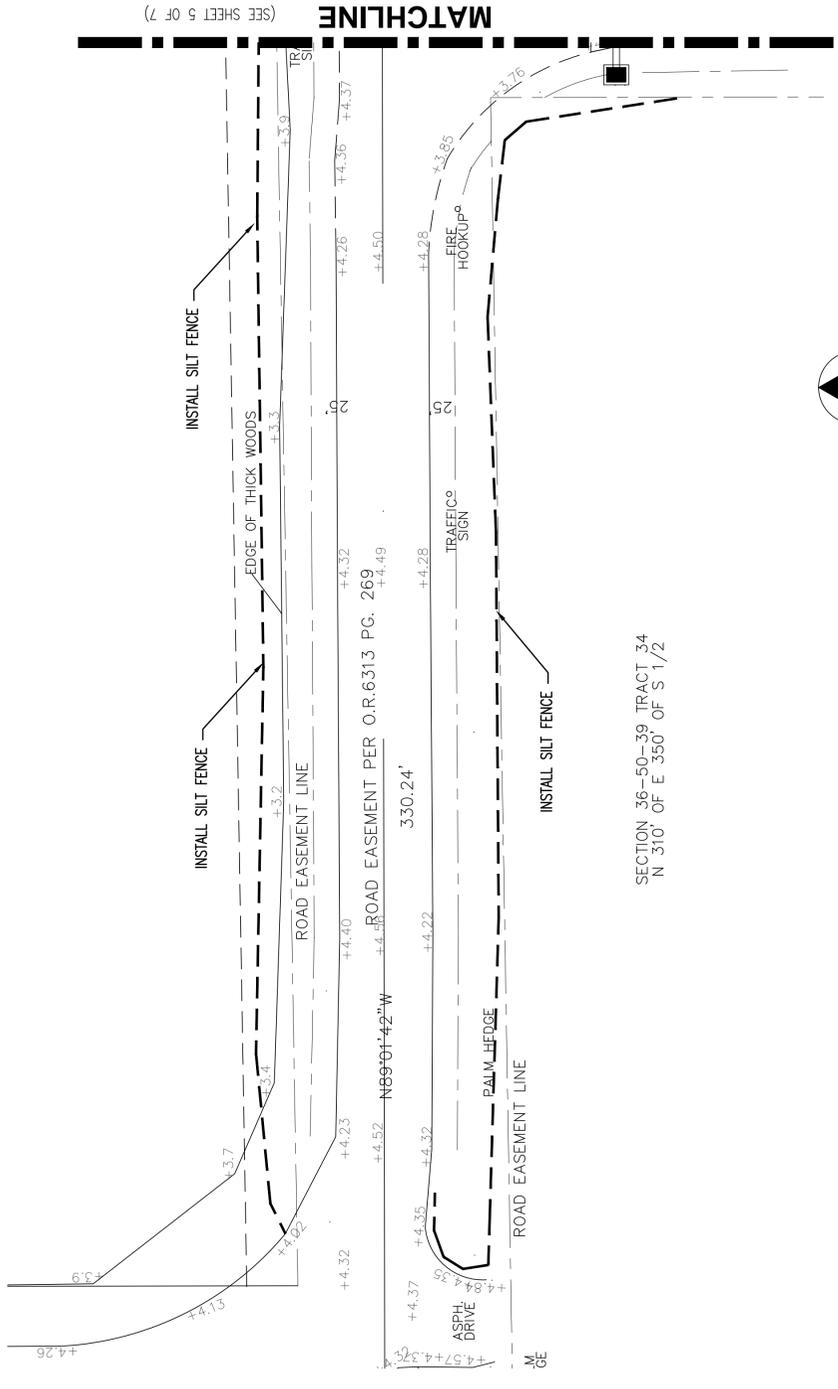


- RISER SECTIONS AND TOP SLABS TO HAVE "KEY-CUTS"

**LAKE/CANAL INTERCONNECT BEDDING DETAIL**







MATCHLINE (SEE SHEET 5 OF 7)

SECTION 36-50-39 TRACT 34  
N 310' OF E 350' OF S 1/2



SCALE: 1"=20'-0"

# EROSION CONTROL PLAN

NO.	DATE	BY	NO.	DATE	BY	REVISION
1						

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

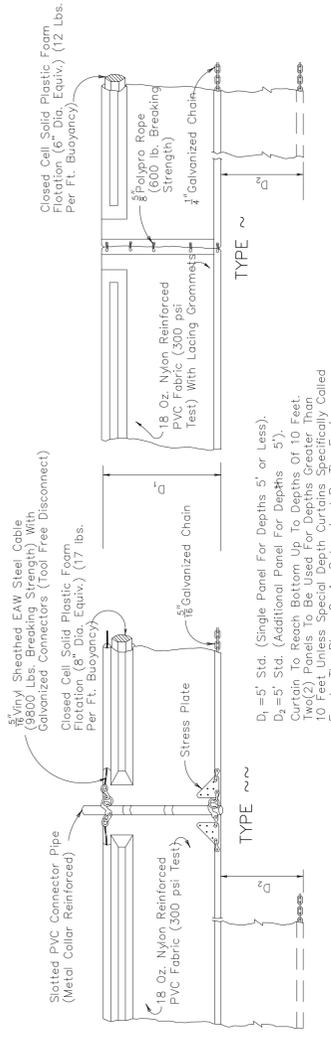
EROSION CONTROL PLAN  
SOUTHWEST RANCHES, FLORIDA  
S.W. 55th ST. & S.W. 185th WAY

DRAWN BY:  
J.K.S.  
APPROVED BY:  
K.M.H.  
DATE: 8-16-2016



SCALE: AS NOTED  
PROJECT NO.  
CAD FILE

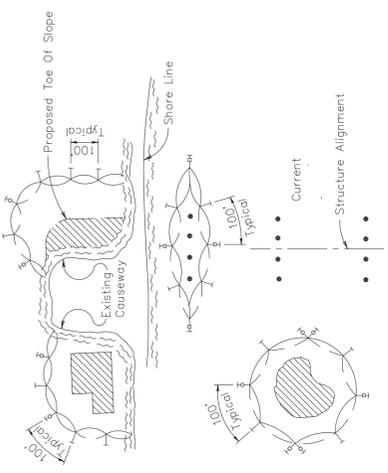
SHEET  
6 OF 7



TYPE 1  
 TYPE 2

NOTICE: COMPONENTS OF TYPES 1 AND 2 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 1 AND 2 SHALL BE AS APPROVED BY THE ENGINEER.

### FLOATING TURBIDITY BARRIERS

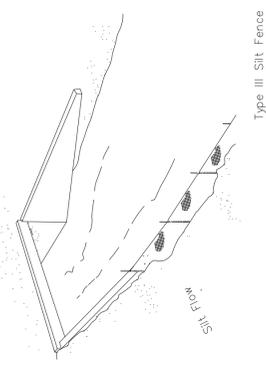


- LEGEND**
- Pile Locations
  - ▨ Dredge Or Fill Area
  - ⊖ Mooring Buoy w/Anchor
  - Anchor
  - ⊖ Barrier Movement Due To Current Action

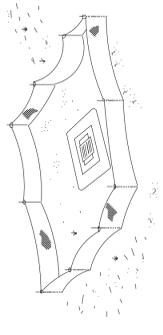
**NOTES:**

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

### TURBIDITY BARRIER APPLICATIONS



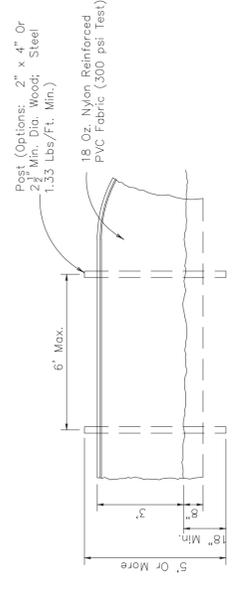
Type III Silt Fence



Type III Silt Fence Protection Around Ditch Bottom Inlets.

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

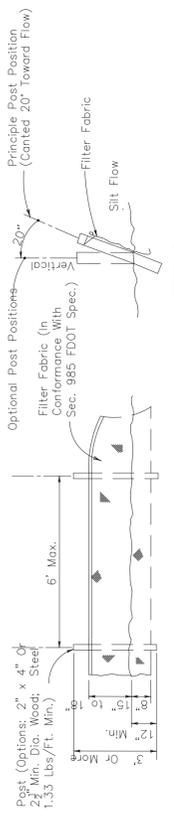
### SILT FENCE APPLICATIONS



### STAKED TURBIDITY BARRIER

#### GENERAL NOTES

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



ELEVATION

SECTION

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

### TYPE III SILT FENCE

NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY	NO.	DATE	BY
1											
SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160th AVE SOUTHWEST RANCHES, FL. 33331											
EROSION CONTROL DETAILS SOUTHWEST RANCHES, FLORIDA S.W. 55th ST. & S.W. 185th WAY											
SCALE AS NOTED PROJECT NO. _____ CAD FILE _____											
DRAWN BY: J.K.S. APPROVED BY: K.M.H. DATE: 8-16-16											
SHEET 7 OF 7											

This page  
intentionally left blank

**EXHIBIT 3: FLORIDA CONSTRUCTION & ENGINEERING INC.'S BID**

**SCHEDULE OF VALUES – REVISED OCTOBER 31, 2016**

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

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Price</u>
1.	Mobilization	LS	1	\$ <u>12,696.00</u>	\$ <u>12,696.00</u>
2.	Select Clearing	LS	1	\$ <u>4,195.78</u>	\$ <u>4,195.78</u>
3.	Install 15" RCP	LF	403	\$ <u>44.05</u>	\$ <u>17,752.15</u>
4.	Install 18" RCP	LF	432	\$ <u>48.29</u>	\$ <u>20,861.28</u>
5.	Install 12" HDPE	LF	75	\$ <u>29.87</u>	\$ <u>2,240.25</u>
6.	Install Type "C" Drainage Structure	EA	7	\$ <u>2,572.69</u>	\$ <u>18,008.83</u>
7.	Install 5' Diameter Manhole	EA	1	\$ <u>2,875.00</u>	\$ <u>2,875.00</u>
8.	Install 5' Diameter Manhole With PRB	EA	1	\$ <u>3,349.58</u>	\$ <u>3,349.58</u>
9.	Install Yard Drain	EA	3	\$ <u>1,952.52</u>	\$ <u>5,857.56</u>
10.	Install Headwall	EA	1	\$ <u>4,352.89</u>	\$ <u>4,352.89</u>
11.	Construct Roadside Swale	LF	1140	\$ <u>14.86</u>	\$ <u>16,940.40</u>
12.	Pavement Restoration	SY	290	\$ <u>39.82</u>	\$ <u>11,547.80</u>
13.	Restoration	LS	1	\$ <u>7,990.20</u>	\$ <u>7,990.20</u>
14.	Erosion/Pollution Control	LS	1	\$ <u>3,986.59</u>	\$ <u>3,986.59</u>
15.	Maintenance of Traffic	LS	1	\$ <u>862.50</u>	\$ <u>862.50</u>
				<b>Total Lump Sum Bid Price</b>	\$ <u>133,516.81</u>
16.	Allowance Item for Utility Relocation	LS	1	\$ <u>5,000.00</u>	

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 55<sup>TH</sup> STREET AND SOUTHWEST 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENTS  
IFB No. 16-010

NAME: Florida Construction & Engineering, Inc.

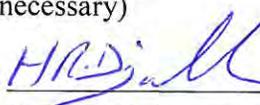
ADDRESS: 155 Bentley Drive

FEIN: 59-2768130

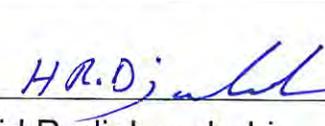
LICENSE NUMBER: CGC038438 CUC1225044 STATE OR COUNTY: FL

LICENSE TYPE: General Contractor and under ground  
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: \_\_\_\_\_  
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE:  

LICENSEE NAME: Hamid R. Djahanshahi Isabel Fernandez

BIDDER'S SIGNATURE:  

BIDDER'S NAME: Hamid R. djahanshahi

BIDDER'S ADDRESS: 155 Bentley Drive Miami Springs FL 33166

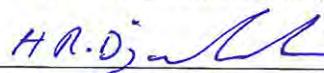
BIDDER'S PHONE NUMBER: Office: 305-883-7601 Cell: 786-271-0656

BIDDER'S EMAIL ADDRESS: FCE52@yahoo.com

By: Hamid R. Djahanshahi

Florida Construction & Engineering, Inc.  
Name of Corporation/Entity

155 Bentley Dr Miami Springs FL 33166  
Address of Corporation/Entity

  
Signature of President or Authorized Principal

By: Hamid R. djahanshahi

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

*H.R. D'...*

Florida Construction & Engineering, Inc.

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

**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 Hamid R. Djahanshahi  
for Florida Construction & Engineering , Inc.  
whose business address is 155 Bentley Drive Miami Springs FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2768130

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: Florida Construction & Engineering, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 55<sup>TH</sup> STREET AND SOUTHWEST 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENTS  
IFB No. 16-010

---

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]**

Florida Construction & Engineering, Inc.  
BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 55<sup>TH</sup> STREET AND SOUTHWEST 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENTS  
IFB No. 16-010

By: HR Djahanshahi  
Hamid R. Djahanshahi  
(Printed Name)  
President  
(Title)

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

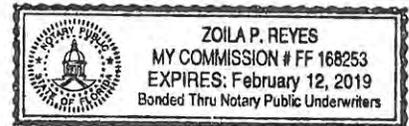
Personally known

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

Notary Public - State of Florida

Zoila P. Reyes  
Notary Signature

My Commission Expires Feb/2019



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

BIDDER: Florida Construction & Engineering, Inc.

**NON-COLLUSION AFFIDAVIT**

State of Florida )  
County of Miami-Dade ) ss:

Hamid R. Djahanshahi being first duly sworn deposes and says that:

- (1) He/She is the Owner/President (Owner, Partner, Officer, Representative or Agent) of Florida Construction & Engineering, Inc. the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**[Signatures on next page]**

Florida Construction & Engineering, Inc.  
BIDDER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 55<sup>TH</sup> STREET AND SOUTHWEST 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENTS  
IFB No. 16-010

By: H.R. Djahanshahi  
Hamid R. Djahanshahi

(Printed Name)

President

(Title)

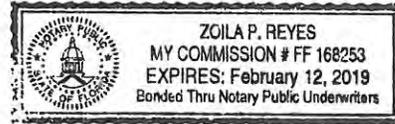
Sworn to and subscribed before me this 8<sup>th</sup> day of November, 2016,

Personally known

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

Notary Public - State of FLORIDA

Zoila P. Reyes  
(Notary Signature)



My Commission Expires: Feb/2019

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

BIDDER: Florida Construction & Engineering, Inc.



TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 55<sup>TH</sup> STREET AND SOUTHWEST 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENTS  
IFB No. 16-010

---

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

State of Florida )  
County of Miami-Dade ) ss:

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on 8<sup>th</sup> November, 2016, the following resolution was duly passed and adopted:

"RESOLVED, that Haris R. Ojha, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, November 8, 2016, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 8<sup>th</sup> day of November, 2016.

H.R. Ojha  
Secretary:

(SEAL)

BIDDER: Florida Construction & Engineering, Inc.







POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00952429516

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Warren M. Alter, David T. Satine*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eleven Million Dollars, (\$11,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10<sup>th</sup> day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President



State of New Jersey }  
County of Morris }

On this 10<sup>th</sup> day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 9th day of November 2016.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



TOWN OF SOUTHWEST RANCHES, FLORIDA  
 SOUTHWEST 55<sup>TH</sup> STREET AND SOUTHWEST 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENTS  
 IFB No. 16-010

---

**GOVERNMENTAL CONTACT INFORMATION**

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
	Please See Attached		

BIDDER: Florida Construction & Engineering, Inc.



**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: Florida Construction & Engineering, Inc.

Bidder's Name: Hamid R. Djahanshahi

Bidder's Address: 155 Bentley Dr  
Miami Springs FL 33166

Bidder's Phone Number: 305-883-7601

Bidder's Email: FCE52@yahoo.com

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

CGC038438

CUC1225044

\_\_\_\_\_

**[Signatures on next page]**

Florida Construction & Engineering, Inc.

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 55<sup>TH</sup> STREET AND SOUTHWEST 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENTS  
IFB No. 16-010

---

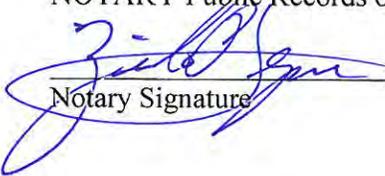
State of Florida

County of Florida

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2016 by Hamid R. Djahanshahi of Florida Const & Eng 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 Miami Dade County, Florida

  
Notary Signature



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

Florida Construction & Engineering, Inc.  
BIDDER: \_\_\_\_\_

**BIDDER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: Park & Ride  
Contract Amount: \$2,991,894.30  
Contract Date: 2014-2015  
Client Name: Miami-Dade County Transit  
Address: West palm Drive Between NW 2nd Ave & rd Ave Florida City 33034  
Contact Person: Javier Salmon  
Contact Person Tel. No.: 786- 469-5273 , Cell 786-473-4710.  
jsalmon@miamidade.gov

Project Name: Curtiss Mansion Site Improvements  
Contract Amount: \$346,608.91  
Contract Date: 2016  
Client Name: City of Miami Springs  
Address: 500 Deer Run Miami Springs  
Contact Person: Tammy Romero  
Contact Person Tel. No.: 305-805-5035 romerot@miamisprings-fl.gov

Project Name: MIA PILOT PROJECT Drainage and swear  
Contract Amount: \$150,000  
Contract Date: 2015  
Client Name: Miami International Airport  
Address: Miami International Airport  
Contact Person: Ana M. Finol  
Contact Person Tel. No.: (305) 876-8310 AFinol@miami-airport.com

BIDDER: Florida Construction & Engineering, Inc.



**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No.1 11/1/2016

Addendum No.2 \_\_\_\_\_

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

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

Florida Construction & Engineering, Inc.

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

**SW 55<sup>th</sup> Street and SW 185<sup>th</sup> Way Drainage Improvement**  
**IFB No. 16-010 Addendum**  
Bids due November 9, 2016 at 11 A.M.

**November 1, 2016**

**Addendum**

The following provisions of the Bid Documents are amended as set forth herein.

**Drawings (see revised)**

1. **Revised Sheet 1 of 7:** The pipe run from Catch Basin #1 to Manhole #2 was upsized from a 15" RCP to an 18" RCP.

**Bid Documents**

2. The Schedule of Values has been amended. **Please complete the REVISED form.**
  - Item 3 Quantity Change to 403 LF
  - Item 4 Quantity Change to 432 LF
  - Item 5 Quantity Change to 75 LF
  - Item 11 Quantity Change to 1140 LF
  -
3. The technical specifications for VII. SOD are amended from "Argentine Bahia sod" to: "Sod shall match the type of sod of the surrounding areas."
4. The contractor will not be required to cut down/remove any trees. However, they will be required to remove any roots/root balls they may encounter that fall within the pipeline excavation/installation and the headwall excavation/installation. The trees will be removed by the South Broward Drainage District (SBDD) prior to commencement of construction.
5. The headwall will be installed at the design edge of water and the contractor will be required to excavate a channel in front of the headwall 10 feet long, 8 feet wide and 6" – 12" below the invert of the outfall pipe. Please refer to detail titled "Lake Outfall Detail with Headwall" on sheet 4 of 7.

**Additional Information**

6. A copy of the soil report is attached to this addendum.

**LIABILITY CLAIMS**

N/A

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

1. Name and Location of project: \_\_\_\_\_  
\_\_\_\_\_

2. Contact information for Project Owner:

a. Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

c. Phone: \_\_\_\_\_

d. Email: \_\_\_\_\_

3. Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_

4. Date of Claim: \_\_\_\_\_

5. Resolution Date of Claim and how resolved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If applicable:

a. Court Case Number: \_\_\_\_\_

b. County: \_\_\_\_\_

c. State: \_\_\_\_\_

Florida Construction & Engineering, Inc.  
BIDDER: \_\_\_\_\_

## SPECIFICATIONS

### **GENERAL SPECIFICATIONS:**

The item descriptions below are provided for the limited purposes set forth in this Invitation for Bid (IFB) and may not include all items needed to complete the Work. The Contractor shall furnish all labor, materials, services, equipment, and all else necessary to complete the Project. Work shall be in strict accordance with the Contract Documents. Descriptions provided for each item below are additional requirements and/or clarifications. The Contractor shall be responsible for costs incidental to the Project, e.g., costs for insurance, bonds, permit fees, portable toilets (port-a-lets), on-site offices, safety measures, compliance with notification requirements of NPDES, Site restoration, etc.

**Refer to the attached detailed Specifications (Exhibits “2” and “3”).**

### **CONTRACTOR QUALIFICATIONS**

The Bidder shall submit along with his bid evidence that the Bidder holds appropriate licenses and certifications to perform the work specified under this Bid, and as required by Florida Statutes and Local law. All required licenses and certifications shall remain active during the term of contract. Bidders must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, and as set forth herein.

### **SATELLITE MATERIALS STORAGE AND STAGING FACILITY**

The Contractor shall be responsible to provide a satellite materials storage and staging facility; and for the security of stored materials and equipment.

### **EQUIPMENT**

All equipment shall be maintained in an efficient and safe operating condition while performing the Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town reserves the right to inspect and evaluate all of the Contractors' equipment prior to award of Bid, but is not required to do so.

### **SPECIAL REQUIREMENTS**

1. The President/Chief Operating Officer of the contracting firm must be available to participate in meetings with the Town with 24 hours notification.
2. The Contractor shall comply with all OSHA safety requirements while working in the Town's roads rights-of-way. All personnel working in the Town's rights-of-way will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST 55<sup>TH</sup> STREET AND SOUTHWEST 185<sup>TH</sup> WAY DRAINAGE IMPROVEMENTS  
IFB No. 16-010

---

3. For purposes of good communications the Contractor shall assign an onsite job supervisor/superintendent who can read, write, and speak English, and be able to distinguish colors.
4. The Contractor shall assign an employee as a contact person on call on non-standard hours (5:00 p.m. to 7:00 a.m.), for emergency purposes.
5. All debris removed from any project site must be properly and legally disposed of according to the Town's Code of Ordinances, Broward County Code of Ordinances and other Local, State and Federal regulations.

## STATEMENT OF NO RESPONSE

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

N/A

Emily McCord-Aceti, Community Services Coordinator  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330  
or  
Email: emccord@southwestranches.org

### REASONS

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

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

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

Desire to receive future Town solicitations?     Yes     No

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

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

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

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



F  
R  
O  
M

LOCAL BUSINESS TAX  
City Of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Business name . . : FLA. CONSTRUC. & ENGINEER, INC Ctl nbr . . : 548  
Location addr . . : 155 BENTLEY DRIVE  
Number/Class . . : 17 00000851 CONTRACTORS MAINTAINING OFFICE  
Issue date . . . : 9/29/16 Expiration date . . : 9/30/17  
Business Tax . . : 66.85  
Penalty . . . . . : .00  
Total . . . . . : 66.85

MIAMI SPRINGS LOCAL BUSINESS TAX RECEIPT  
2016 - 2017

THIS IS NOT AN INVOICE--DO NOT PAY--THIS IS YOUR LICENSE!

Applicant/Qualifier

T  
O

FLA. CONSTRUC. & ENGINEER, INC  
155 BENTLEY DRIVE  
MIAMI SPRINGS FL 33166

000752

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



1685578

**BUSINESS NAME/LOCATION**

FLORIDA CONSTRUCTION & ENGINEERING INC  
155 BENTLEY DR  
MIAMI SPRINGS FL 33166

**RECEIPT NO.**

**RENEWAL**  
**1685578**

**EXPIRES**  
**SEPTEMBER 30, 2017**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**

FLORIDA CONSTR & ENGINEERING INC

**SEC. TYPE OF BUSINESS**

196 GENERAL BUILDING CONTRACTOR  
CGC038438

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$45.00 09/12/2016  
FPPU14-16-003205

Worker(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC038438	



The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

D'JAHANSHAH, HAMID R  
FLORIDA CONSTRUCTION & ENGINEERING INC  
P O BOX 1426  
MIAMI SPRINGS FL 33266



ISSUED: 06/21/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606210000990

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

<b>LICENSE NUMBER</b>	
CUC1225044	



The UNDERGROUND UTILITY & EXCAVATION CO  
 Named below IS CERTIFIED  
 Under the provisions of Chapter 489 FS.  
 Expiration date: AUG 31, 2018

FERNANDEZ, ISABEL MARGARITA  
 FLORIDA CONSTRUCTION & ENGINEERING INC.  
 155 BENTLEY DRIVE  
 MIAMI SPRINGS FL 33166



ISSUED: 08/25/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608250002593

# List of the Job



NO.	DESCRIPTION	DEPARTMENT	JOB VALUE	% Comp.	Year	Contact	Contact #
47	MOODY VILLAGE	MDHA	\$516,000	100%	2009	MARIO NOVOA	(305) 644-5227
48	MILLER POND PARK	MD PARKS & REC	\$945,486	100%	2009	JOSE HERNANDEZ	(305) 755-5465
49	MIAMI AIRPORT BLDG 700	MDAD	\$23,100	100%	2009	MIKE GOMEZ	(305) 876-8357
50	PRINCETONIAN PARK	MD PARKS & REC	\$149,606	100%	2008	DAN CRAWFORD	(305) 596-4460
51	COUNTRY VILLAGE PARK	MD PARKS & REC	\$210,672	100%	2008	JOSE HERNANDEZ	(305) 596-4460
52	HARRIS FIELD RESTROOMS	CITY OF HOMESTEAD	\$157,271	100%	2010	DENNIS MAYTAN, Jr	(305) 224-4842
53	CALEB CENTER - LOBBY ENCLOSURE	GENERAL SERVICES ADM	\$191,673	100%	2011	PATRICIA CICERO	(305) 375-5893
54	NORTH DADE LANDFILL	MD SOILD WASTE DEPT	\$80,530	100%	2011	LUIS MORENO	(305) 257-0948
55	SOUTH DADE LANDFILL NEW STORAGE ROOM	MD SOILD WASTE DEPT	\$135,925	100%	2011	LUIS MORENO	(305) 257-0948
56	GWEN CHERRY PARK AQUATIC CENTER	MD PARKS & REC	\$625,375	100%	2011	RICHARD CABRERA	(305) 755-5464
57	40 YEAR RECERTIFICATION BLDG #2	MD TRANSIT	\$84,403	100%	2012	GEORGE MALDONA	(786) 473-4369
58	125th STREET SIDEWALK REPAIRS	CITY OF NORTH MIAMI	\$821,852	100%	2012	RAFAEL URDANETA	(854) 680-7771
59	SEAPORT WHARF ACCESS BRIDGE/PARKING	MD SEAPORT	\$206,106	100%	2012	PEDRO ROMAN	(305)-347-3243
60	MIA UPPER & LOWER DRIVE	MIA MCC	\$232,100	100%	2012	GREG TAI	(305)-876-8444
61	SEAPORT WHARF ACCESS	MD SEAPORT	\$ 1,515,365.00	100%	2012	SAMEER MAJEED	(305) 347-4885
62	SEAPORT C3	MD SEAPORT	\$ 1,496,080.00	100%	2012	NICK PEREZ	(305) 347-3238
63	SEABOARD MARINE CARGO TERM REDEVELOP	MD SEAPORT	\$ 4,479,553.00	100%	2012	KARI GARLAND	(305)-347-3235
64	ARRA Municipalities GROUP C - BUS SHELTERS	MD TRANSIT	\$ 377,338.07	100%	2013	JAVIER SALMON	(305)-375-3111
65	WESTWIND LAKE PHASE I	MIAMI DADE COUNTY	\$ 545,221.10	100%	2014	MERCEDES BARREI	(305)-375-1733
66	MIA - CHILER Package B	MCM, LLC	\$ 42,460.00	100%	2014	JOSE MORALES	(305)-541-0000
67	MIA - CHILLER Package J	MCM, LLC	\$ 25,500.00	100%	2014	JOSE MORALES	(305)-541-0000
68	DE LEONARDIS YOUTH CENTER AT ALLEN PARI CITY OF NORTH MIAMI	CITY OF NORTH MIAMI	\$ 437,348.00	100%	2014	VERNAL SIBBLE	(305)-948-2967
69	PARKSIDE I EXTERIOR STAIR REPLACEMENT	MDHA	\$ 97,494.55	100%	2014	MARCOS CAINES	(786) 469-4123
70	SOUTH MIAMI CITY HALL SANITARY SEWER LATERAL	CITY OF SOUTH MIAMI	\$ 81,061.00	100%	2014	GRISSEL MARTINEZ	(305)-403-2063
71	GUESS PARKING LOT AT PROGRESSO POINT DRAINAGE IMPROVEMENT PROJECT	BCHA	\$ 93,338.03	100%	2014	BILL SIPALA	(954)-547-7639
72	MULTIPLE SITES 20130163	MIAMI DADE COUNTY	\$ 435,790.98	100%	2014	ALFONSO DUARTE	(305) 375-2392
73	New restroom facility for Blakely Park	CITY OF HOMESTEAD	\$ 129,360.00	100%	2014	DENNIS MAYTAN, Jr	(305)-224-4842
74	PARK & RIDE FACILITY AT FLORIDA CITY	TRANSIT	\$ 2,991,894.30	100%	2014	JAVIER SALMON	(305)-375-3111
75	MIA PILOT PROJEC T	MIA AVIATION DEPART.	\$ 150,000.00	100%	2015	Ara M. Firol	(305) 876-8310
76	South MiamiPolice Station Improvements	CITY OF SOUTH MIAMI	\$ 160,448.96	100%	2015	Ricardo a. Ayala	(305)-403-2063
77	MAIC Painting and Repair	USDA	\$ 35,800.00	100%	2015	J.D. Riles	(305)-785-0585
78	Roundabout Construction at NE180th DR & 178th St City of North Miami Beach	City of North Miami Beach	\$ 141,810.79	100%	2016	Abdias H Saenz	305-948-2925

## FLORIDA CONSTRUCTION & ENGINEERING, INC.

NO.	OWNER	DEPARTMENT	JOB VALUE	% Comp.	Year	Contact	Contact #
1	Kings Bay Streetscape Improvement	City of Coral Gables	\$397,649.25	96%		Julia Abrahan	(305) 480-5059
2	BUILDING 896 40 YEARS RECERTIFICATION	MCM, LLC	\$ 494,471.00				
3	Parking Garage 2&6	City of Coral Gables	\$1,405,810.16	80%		David Galeano	305-460-5017
4	Curtiss Mansion Site Improvements	City of Miami Springs	\$346,608.91	98%		Tammy romero	305-805-5035
5	Bus shelter at City of Coral	Currentbuilders	46,000.00	99%		Eric Seminara	954-977-4211

This page  
intentionally left blank

# Project Experience

## Project Experience

### Florida Construction & Engineering, Inc.

**Reference Project Name/Address:** Seaboard Marine Phase II Project #2008.032.03

**Name(s) and role(s) of key personnel working on this reference project:** Reza Djahanshahi

**Reference Project Description:** Construction of 8 acre parking and container storage lot

**Scope of Services provided:** remove/replace sub base and asphalt, install paver in section, install highhat lighting

**Construction Start Date:** 6/2011 **Construction Completion Date:** 02/2012

**A: Project Construction Cost:** \$ \$5,061,850.00

**Project Cost (A+ B):** \$ \$5,061,850.00

**B: Professional Fees:** \$

**Reference Company Name:** Port of Miami **Reference Name:** Kari Garland

**Reference Phone Number (305) 905-2714 Fax Number N/A E-mail:**  
kari@miamidade.gov

#### **Scope**

Florida Construction and Engineering, Inc. cleared eight acres of land at the Port of Miami including the removal of 33" of unsuitable base and sub base materials and installed a new 16" base with geogrid and 9" of asphalt pavement. Underground work included the complete installation of new water, sewer, and drainage systems, this included the construction of three wells. HighMast lighting was installed in foundations that exceeded 20 linear feet and required a specialized process of pouring concrete in water filled spaces. One acre of the total eight acres required the installation of high impact concrete pavers to be used as parking area for heavy equipment.

## Project Experience

### Florida Construction & Engineering, Inc.

**Reference Project Name/Address:** Park & Ride Facility at Florida City

**Name(s) and role(s) of key personnel working on this reference project:** Reza Djahansharu

**Reference Project Description:** Construction of Park & Ride Parking Lot, Bus Shelter and Break Lounge

**Scope of Services Provided:** Turn key Construction

**Construction Start Date:** 3/2014 **Construction Completion Date:** 06/2015

**A: Project Construction Cost:** \$ 2,991,894.30

**Project Cost (A+B):** \$ 2,991,894.30

**Reference Company Name:** MDT **Reference Name:** Javier Salmon

**B: Professional Fees:** \$

**Reference Phone Number** (786) 4 73-4 710 **Fax Number** (786) 469-5266 **E-mail:** jsalmon@miamidade.gov

#### Scope

The scope of work included the demolition and removal of the existing asphalt pavement and concrete sidewalks, clearing and grubbing of 6.6 Acres including tree removal. We capped all existing lateral sewer and water services and followed with the installation of new sewer, water and drainage systems and constructed swale areas. In working with these systems we did the earthwork rising the existing elevation about 2'. We built a new 8.5" Concrete Pavement with an permeable asphalt base and Asphalt paving with pavement marking and signs. Extensive landscaping beautifies the area and chain link fence installed around the site. New Bus Shelter with 6 bus bays and a Break Lounge Building for the bus drivers with sidewalks and handicap ramps. We installed Lead lighting at parking lot and at the bus way and provided new camera and communication system.

## Project Experience

### Florida Construction & Engineering, Inc.

**Reference Project Name/Address:** Work order based Pilot Program- Emergency Maint. Const. Services MIA

**Name(s) and role(s) of key personnel working on this reference project:** Isabel Fernandez

**Reference Project Description:** Water and Sewer Main installation and emergency repair services

**Scope of Services Provided:** Locate underground blockage/breaks, excavate, repair, and restore surface condition.

**Professional Fees \$ \$150,000.00 Project Start Date: 3/2014 Project Completion Date: 3/2015**

**Construction Start Date: 5/2014 Construction Completion Date: 12/2014**

**A: Project Construction Cost: \$ \$150,000.00**

**Project Cost (A+ B): \$ \$150,000.00**

**B: Professional Fees: \$**

**Reference Company Name:** Miami Dade Aviation Department **Reference Name:** Ana M. Finol, P.E.

**Reference Phone Number (305) 876-8310 Fax Number (305) 869-4782 E-mail: [afinol@miami-airport.com](mailto:afinol@miami-airport.com)**

#### **Scope**

Florida Construction & Engineering was one of two companies selected to participate in the Pilot Program conducted by the Miami Dade Aviation Department. Over a 9-month period we worked in several locations, both landside and airside, at the Miami International Airport locating broken water and sewer lines and repairing or replacing the line and restoring the surface road or parking lot to new

# Financial Statment

FLORIDA CONSTRUCTION & ENGINEERING, INC.  
FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2015 AND 2014

J. A. REYES & CO., P. A.  
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA CONSTRUCTION & ENGINEERING, INC.  
FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2015 AND 2014

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**

YEARS ENDED DECEMBER 31, 2015 AND 2014

C O N T E N T S

**INDEPENDENT ACCOUNTANT'S REVIEW REPORT . . . . .** Page 1 - 2

**REVIEWED FINANCIAL STATEMENTS:**

Balance Sheets . . . . .	3
Statements Of Income And Retained Earnings. . . . .	4
Statements Of Cash Flows . . . . .	5
Notes To Financial Statements . . . . .	6 - 10

**SUPPLEMENTARY SCHEDULES:**

Schedules of Earnings from Contracts . . . . .	11
Schedules Of Completed Contracts . . . . .	12 - 13
Schedules Of Contracts In-Progress . . . . .	14 - 15
Schedules Of General And Administrative Expenses . . . . .	16

# **J.A. Reyes & Co., P.A.**

Certified Public Accountants  
6701 Sunset Drive, Suite 100  
Miami, Florida 33143

Telephone (305) 668-2318  
Facsimile (305) 668-3616  
E-mail: jreyescpa@bellsouth.net

## **INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

To the Board of Directors of  
Florida Construction & Engineering, Inc.  
Miami Springs, Florida

We have reviewed the accompanying financial statements of Florida Construction & Engineering, Inc. (an S Corporation) which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### **Accountant's Responsibility**

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### **Accountant's Conclusion**

Based on our review, with the exception of the matter described in the following paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

As disclosed in Note 5 to the financial statements, generally accepted accounting principles require the primary beneficiary of a variable interest entity to consolidate the variable interest entity in its financial statements. Management has informed us that the Company's financial statements do not include the accounts of an entity that the Company has determined is a variable interest entity and in which the Company holds a variable interest and is the primary beneficiary entitled to receive a majority of the entity's residual returns. The effects of these departures from generally accepted accounting principles on the financial position, results of operations, and cash flows have not been determined.

INDEPENDENT ACCOUNTANT'S REVIEW REPORT (CONTINUED)

**Supplementary Information**

The supplementary information included in the accompanying schedules of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

*J.A. Reyes & Co., P.A.*

**J.A. REYES & CO., P.A.**  
Certified Public Accountants

March 7, 2016

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**BALANCE SHEETS**  
**DECEMBER 31, 2015 AND 2014**

**ASSETS**

	<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS</b>		
Cash and equivalents	\$ 96,963	\$ 37,500
Contract receivables, net	90,990	267,625
Costs and estimated earnings in excess of billings on uncompleted contracts	34,334	144,473
<b>TOTAL CURRENT ASSETS</b>	<u>222,287</u>	<u>449,598</u>
<b>PROPERTY AND EQUIPMENT</b>		
Automotive equipment	21,654	44,839
Furniture and fixtures	11,887	18,955
Leasehold improvements	28,513	28,513
	<u>62,054</u>	<u>92,307</u>
Less: accumulated depreciation	(39,991)	(69,181)
<b>TOTAL PROPERTY AND EQUIPMENT</b>	<u>22,063</u>	<u>23,126</u>
<b>OTHER ASSETS</b>	<u>4,305</u>	<u>0</u>
	<u>\$ 248,655</u>	<u>\$ 472,724</u>

**LIABILITIES AND EQUITY**

<b>CURRENT LIABILITIES</b>		
Current maturities of long-term debt	\$ 3,420	\$ 3,277
Accounts payable	8,812	191,054
Accrued expenses	751	0
Billings in excess of costs and estimated earnings on uncompleted contracts	22,415	9,693
<b>TOTAL CURRENT LIABILITIES</b>	<u>35,398</u>	<u>204,024</u>
<b>LONG-TERM DEBT</b>	<u>111,654</u>	<u>115,074</u>
<b>EQUITY</b>		
Common stock, \$10.00 par value, 100 shares authorized; issued and outstanding	1,000	1,000
Paid-in capital	100,000	100,000
Retained earnings	603	52,626
<b>TOTAL EQUITY</b>	<u>101,603</u>	<u>153,626</u>
	<u>\$ 248,655</u>	<u>\$ 472,724</u>

See accompanying notes and independent  
accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**STATEMENTS OF INCOME AND RETAINED EARNINGS**  
**YEARS ENDED DECEMBER 31, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b>CONTRACT REVENUES EARNED</b>	\$ 2,060,113	\$ 2,463,169
<b>COST OF REVENUES EARNED</b>	1,587,387	2,010,680
<b>GROSS PROFIT</b>	<u>472,726</u>	<u>452,489</u>
<b>GENERAL AND ADMINISTRATIVE EXPENSES</b>	410,512	371,112
<b>INCOME FROM OPERATIONS</b>	<u>62,214</u>	<u>81,377</u>
<b>OTHER INCOME</b>		
Interest income	53	22
Miscellaneous income	3,768	0
<b>TOTAL OTHER INCOME</b>	<u>3,821</u>	<u>22</u>
<b>NET INCOME</b>	66,035	81,399
<b>RETAINED EARNINGS, BEGINNING</b>	52,626	118,884
<b>SUB"S" DISTRIBUTIONS</b>	(118,058)	(147,657)
<b>RETAINED EARNINGS, ENDING</b>	<u>\$ 603</u>	<u>\$ 52,626</u>

See accompanying notes and independent  
accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED DECEMBER 31, 2015 AND 2014**

	2015	2014
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 66,035	\$ 81,399
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Amortization	861	1,010
Depreciation	1,063	1,222
(Increase) decrease in assets:		
Contract receivables	176,635	82,505
Costs and estimated earnings in excess of billings on uncompleted contracts	110,139	(63,488)
Other assets	(5,165)	0
Increase (decrease) in liabilities:		
Accounts payable	(182,242)	59,660
Accrued expenses	751	(23)
Billings in excess of costs and estimated earnings on uncompleted contracts	12,722	(67,071)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	180,799	95,214
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	0	0
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments on long-term debt	(3,277)	(3,141)
Payments and advances to shareholders	(118,059)	(147,657)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	(121,336)	(150,798)
NET INCREASE (DECREASE) IN CASH	59,463	(55,584)
CASH AT BEGINNING OF YEAR	37,500	93,084
<b>CASH AT END OF YEAR</b>	<b>\$ 96,963</b>	<b>\$ 37,500</b>

See accompanying notes and independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2015 AND 2014

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Business Activity

Florida Construction & Engineering, Inc. (the Company) constructs and remodels commercial and residential buildings. The work is performed under fixed-price contracts modified by incentive provisions. The Company follows the practice of filing statutory liens on all construction projects where collection problems are anticipated. The liens serve as collateral for contracts receivable. As of December 31, 2015, there are no liens filed that serve as collateral for past-due accounts receivable.

Revenue and Cost Recognition

The Company recognizes revenues from fixed-price and modified fixed-price construction contracts on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total costs for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimated in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contract," represents billings in excess of revenues recognized.

Cash and Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased, with a maturity of three months or less, to be cash equivalents.

The Company maintains its cash balances in a financial institution located in Miami, Florida. The balances are insured by Federal Deposit Insurance Corporation up to \$250,000.

See independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2015 AND 2014

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)**

Contract Receivables

The Company uses the direct write-off method to account for uncollectible receivables. As most contracts are secured by the property with mechanics lien rights, the Company believes that the remainder of accounts receivable are fully collectible.

Property and Equipment

Property and equipment is recorded at cost. Expenditures for major betterment and additions are charged to the property accounts, while replacements, maintenance, and repairs which do not improve or extend the lives of the respective assets are charged to expense currently.

Depreciation and amortization

Depreciation is computed using the straight-line method based generally on the estimated useful lives of the assets.

The range of estimated useful lives is as follows:

Transportation equipment	3 to 5 years
Furniture and fixtures	5 to 7 years
Leasehold improvements	7 to 39 years
Loan costs	3 years

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Company, with the consent of its shareholders, elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

For tax purposes, the Company uses the cash method of recognizing revenues on long-term contracts. Under this method, contract revenues are deferred until contract revenues are collected. The bases of long-term contracts for financial reporting, therefore, exceed the tax bases. The excess will be taxable when the contracts revenues are collected.

See independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
 NOTES TO FINANCIAL STATEMENTS  
 DECEMBER 31, 2015 AND 2014

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)**

Date of Management's Review

Subsequent events have been evaluated through March 7, 2016, which is the date the financial statements were available to be issued.

**NOTE 2 - CONTRACTS IN-PROGRESS**

	2015	2014
Contracts in-progress consisted of the following:		
Total contract price	\$ 1,152,701	\$ 3,923,272
Billings on uncompleted contracts	(219,636)	(1,893,877)
	<u>\$ 933,065</u>	<u>\$ 2,029,395</u>
Unbilled contracts - backlog		
Costs incurred on uncompleted contracts	\$ 195,777	\$ 1,794,244
Estimated earnings	35,779	234,413
Billings on uncompleted contracts	(219,636)	(1,893,877)
	<u>\$ 11,920</u>	<u>\$ 134,780</u>
Included in the accompanying balance sheets under the following captions:		
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 34,335	\$ 144,473
Billings in excess of costs and estimated earnings on uncompleted contracts	(22,415)	(9,693)
	<u>\$ 11,920</u>	<u>\$ 134,780</u>

See independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2015 AND 2014**

**NOTE 3 - NOTES PAYABLE**

	2015	2014
Notes payable consisted of the following:		
Note payable to SBA, monthly installments of \$689, including interest at 4.27%, secured by real estate owned by shareholder, final payment due February 1, 2037	<u>\$ 115,074</u>	<u>\$ 118,351</u>
Total notes payable	115,074	118,351
Less: Current maturities	<u>(3,420)</u>	<u>(3,277)</u>
Long-term debt	<u>\$ 111,654</u>	<u>\$ 115,074</u>

Following is a summary of maturities of long-term debt during the next five years:

2016	
2017	\$ 3,420
2018	3,569
2019	3,725
2020	3,887
Thereafter	4,056
	<u>96,417</u>
	<u>\$ 115,074</u>

Total interest paid amounted to \$6,349 and \$5,650 for the years ended December 31, 2015 and 2014, respectively.

See independent accountant's review report.

FLORIDA CONSTRUCTION & ENGINEERING, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED DECEMBER 31, 2015 AND 2014

**NOTE 4 - CREDIT ARRANGEMENT**

The Company entered into a credit arrangement with a bank providing the Company with a credit line of \$300,000, maturing on September 24, 2017. The proceeds will be used for bonding requirements and to meet short-term operating needs. Interest is charged at 5.25% and is payable monthly. The credit arrangement is guaranteed by the shareholders.

Certain information regarding the present line of credit is summarized as follows:

Line of credit available	<u>\$ 300,000</u>
Maximum amount of borrowing outstanding at any month-end	<u>\$ 0</u>
Minimum amount of borrowing outstanding at any month-end	<u>\$ 0</u>

**NOTE 5 - FACILITY RENTAL**

The Company leases its facility from a shareholder on a month to month basis. The lease is classified as an operating lease and provides for minimum annual rentals of \$12,000 per year.

See independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**SCHEDULES OF EARNING FROM CONTRACTS**  
**YEAR ENDED DECEMBER 31, 2015**

	2015			2014
	<u>Revenues Earned</u>	<u>Cost of Revenues Earned</u>	<u>Gross Profit</u>	
Contracts completed during the year	\$1,860,649	\$1,426,177	\$ 434,472	\$2,463,169
Contracts in-progress at the end of the year	<u>199,464</u>	<u>161,210</u>	<u>38,254</u>	<u>2,010,680</u>
	<u>\$2,060,113</u>	<u>\$1,587,387</u>	<u>\$ 472,726</u>	<u>\$ 452,489</u>

See independent accountant's review report.  
-11-

**FLORIDA CONSTRUCTION AND ENGINEERING, INC.**  
**SCHEDULE OF COMPLETED CONTRACTS**  
**DECEMBER 31, 2015**

Project	Totals Contract			Year Ended December 31, 2015		
	Contract Price	Total Costs Incurred	Gross Profit (Loss) Earned	Contract Revenues Earned	Total Costs Incurred	Gross Profit (Loss) Earned
PARK AND RIDE	\$ 2,991,894	\$ 2,514,855	\$ 477,039	\$ 1,606,653	\$ 1,302,727	\$ 303,926
GUEST PARKING LOT	102,252	81,941	20,311	9,694	8,620	1,074
USDA MAIC PAINTING	35,814	5,929	29,885	35,814	5,929	29,885
PWWM MULTI-SITE	412,942	403,158	9,784	6,071	(13,517)	19,588
AVIATION DEPT	145,815	61,014	84,801	33,920	3,461	30,459
FERN HOME REMODEL	4,640	3,665	975	4,640	3,665	975
CSM POLICE FUEL ST	160,527	114,104	46,423	160,527	114,104	46,423
WOMAN'S CLUB REPAIR	3,330	1,188	2,142	3,330	1,188	2,142
	<u>\$ 3,857,214</u>	<u>\$ 3,185,854</u>	<u>\$ 671,360</u>	<u>\$ 1,860,649</u>	<u>\$ 1,426,177</u>	<u>\$ 434,472</u>

See independent accountant's review report.

**FLORIDA CONSTRUCTION AND ENGINEERING, INC.**  
**SCHEDULE OF COMPLETED CONTRACTS**  
**DECEMBER 31, 2014**

Project	Totals Contract			Year Ended December 31, 2014		
	Contract Price	Total Costs Incurred	Gross Profit (Loss) Earned	Contract Revenues Earned	Total Costs Incurred	Gross Profit (Loss) Earned
WARF GATES	\$ 1,715,320	\$ 1,067,842	\$ 647,478	\$ (41,421)	\$ 529	\$ (41,950)
ALLEN PARK	639,348	448,032	191,316	119,980	8,885	111,095
CITY HALL	81,061	44,094	36,967	78,780	42,041	36,739
WESTWIND LAKES	542,593	511,590	31,003	19,835	13,014	6,821
PARKSIDE I	97,483	56,219	41,264	97,483	56,219	41,264
MIA REPAIRS	69,315	37,411	31,904	51,190	21,098	30,092
BLACKY PARK	129,360	93,170	36,190	129,360	93,170	36,190
	<u>\$ 3,274,480</u>	<u>\$ 2,258,358</u>	<u>\$ 1,016,122</u>	<u>\$ 455,207</u>	<u>\$ 234,956</u>	<u>\$ 220,251</u>

See independent accountant's review report.

**FLORIDA CONSTRUCTION AND ENGINEERING, INC.**  
 SCHEDULE OF CONTRACTS IN-PROGRESS  
 DECEMBER 31, 2015

Project Description	Total Contract										From Inception to December 31, 2015		Year Ended December 31, 2015		
	Estimated Contract Amount	Estimated Costs	Estimated Gross Profit (Loss)	Contract Revenues Earned	Total Costs Incurred	Gross Profit (Loss) Earned	Billings To Date	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Contract Revenues Earned	Costs Incurred	Profit (Loss) Earned	Contract Revenues Earned	Costs Incurred	Profit (Loss) Earned
POCOTELLA HOME	\$ 26,000	\$ 25,903	\$ 97	\$ 26,000	\$ 25,903	\$ 97	\$ 8,500	\$ 17,500	\$ 5,981	\$ 3,600	\$ (138)	\$ 3,738	\$ 3,600	\$ (138)	\$ 3,738
MIAMI GARDENS DRAIN	133,921	118,500	15,421	35,761	31,643	4,118	41,742	4,764	5,981	35,761	31,643	4,118	35,761	31,643	4,118
GABLES KINGS BAY	354,108	305,000	49,108	38,960	33,557	5,403	34,196	4,764	16,434	38,960	33,557	5,403	38,960	33,557	5,403
CNMB ROUNDABOUT	141,811	112,750	29,061	118,764	94,426	24,338	135,198	9,692	16,434	118,764	94,426	24,338	118,764	94,426	24,338
MCM MIA BLD 896	494,471	435,000	59,471	0	8,526	1,166	0	9,692	0	0	0	0	0	0	0
FERN FENCE	2,390	1,730	660	2,379	1,722	657	0	2,379	0	2,379	1,722	657	2,379	1,722	657
	<u>\$ 1,152,701</u>	<u>\$ 998,883</u>	<u>\$ 153,818</u>	<u>\$ 221,864</u>	<u>\$ 195,777</u>	<u>\$ 35,779</u>	<u>\$ 219,636</u>	<u>\$ 34,335</u>	<u>\$ 22,415</u>	<u>\$ 199,464</u>	<u>\$ 161,210</u>	<u>\$ 38,254</u>	<u>\$ 199,464</u>	<u>\$ 161,210</u>	<u>\$ 38,254</u>

See independent accountant's review report.  
 -14-

**FLORIDA CONSTRUCTION AND ENGINEERING, INC.**  
**SCHEDULE OF CONTRACTS IN-PROGRESS**  
**DECEMBER 31, 2014**

Project Description	Total Contract				From Inception to December 31, 2014				Year Ended December 31, 2014			
	Estimated Contract Amount	Estimated Costs	Estimated Gross Profit (Loss)	Contract Revenues Earned	Total Costs Incurred	Gross Profit (Loss) Earned	Billings To Date	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Contract Revenues Earned	Costs Incurred	Gross Profit (Loss) Earned
POCOTELLA HOME	\$ 22,400	\$ 26,041	\$ (3,641)	\$ 22,400	\$ 26,041	\$ (3,641)	\$ 8,500	\$ 13,900	\$	\$ 20,043	\$ 23,734	\$ (3,691)
PWWM MULTI SITE	415,000	425,000	(10,000)	406,871	416,675	(9,804)	327,300	79,571		398,175	409,020	(10,845)
MCM M/A BLD 896	494,471	435,000	59,471	9,692	8,526	1,166	0	9,692		50	(32)	82
PROGRESSO POINT	102,252	81,000	21,252	92,558	73,321	19,237	102,251		9,693	92,558	73,321	19,237
TRANSIT PARK N RIDE	2,743,334	2,400,500	342,834	1,385,241	1,212,128	173,113	1,377,059	8,182		1,385,241	1,212,128	173,113
AVIATION PILOT PRGM	145,815	75,000	70,815	111,895	57,553	54,342	78,767	33,128		111,895	57,553	54,342
	<u>\$ 3,923,272</u>	<u>\$ 3,442,541</u>	<u>\$ 480,731</u>	<u>\$ 2,028,657</u>	<u>\$ 1,794,244</u>	<u>\$ 234,413</u>	<u>\$ 1,893,877</u>	<u>\$ 144,473</u>	<u>\$ 9,693</u>	<u>\$ 2,007,962</u>	<u>\$ 1,775,724</u>	<u>\$ 232,238</u>

See independent accountant's review report.

**FLORIDA CONSTRUCTION & ENGINEERING, INC.**  
**SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES**  
**YEARS ENDED DECEMBER 31, 2015 AND 2014**

	2015	2014
Amortization	\$ 861	\$ 1,010
Automotive	32,787	42,285
Bank charges	176	1,079
Consulting fees	47,900	48,700
Charitable contributions	450	1,600
Depreciation	1,063	1,222
Dues and subscriptions	920	1,263
Entertainment	1,490	2,939
Insurance	49,312	69,268
Interest	6,349	5,650
Office supplies and expense	14,756	5,232
Postage	343	340
Professional fees	49,795	45,650
Rent	12,000	12,000
Repairs and maintenance	7,630	4,933
Salaries, office	61,830	48,640
Salary, officers	90,100	37,400
Taxes, other	1,647	1,022
Taxes, payroll	12,843	22,597
Telephone	2,941	4,517
Travel	5,313	352
Utilities	10,006	13,413
	<u>\$ 410,512</u>	<u>\$ 371,112</u>

See independent accountant's review report.

**Resume  
&  
Qualification  
Of  
Supervisors**

**Hamid R. Djahanshahi**  
Civil Engineer, EIT  
President/Chief Executive officer



**Relevant Projects:**

- ▶ Park & Ride Facility
- ▶ Wharf Access Gates for Pedestrian and Vehicles
- ▶ Scott Carver Homes

**Core Skills:**

Construction manager, marketing manager, construction financial analyst

**Key Qualifications**

Hamid is a Civil Engineer with 32 years of experience in management and construction. As a Civil Engineer and General Contractor, the areas of expertise are horizontal and vertical construction. 95% of projects have been at Miami Dade's Airport, Seaport, Park and Recreation, Housing, and Transit Departments. Hamid has provided consistent leadership and has placed safety and client satisfaction as the pillar of his construction career. He supervises all Florida Construction Engineering projects on daily basis.

**Representative Projects**

**Park & Ride SW 344th Street / Palm Drive Florida City, FL 33034**

As project manager Hamid was responsible for scheduling and the coordination of all trade and disciplines for smooth transition and progress of construction activities. Hamid is also in charge of financial decision making, and financial well being of this project.

Scope of work: This project was a turn key, A to Z multi-discipline endeavor. Hamid and his team performed and created a friendly, safe and enjoyable environment to meet the client's goal financially and in a very timely manner on budget and on time.

Duration: 2014-2015

**Building Wharf Access Gates for Pedestrian and Vehicles at Port Miami Seaport**  
Served as Project Manager, Hamid was responsible for scheduling, and coordination of all trade and disciplines for smooth transition and progress of construction activities, and communicated between Florida Construction & Engineering, Inc. with the Seaport Engineering & Construction Department and all daily interactions with Coast Guard, Customs, and Police Department. He was responsible for all personals proper badging and security clearance to access the wharf side to perform daily scope of work.

Scope of work: This project was part of the Port of Miami Pedestrian and Vehicular Access for 13 wharf access locations throughout the port, including guard booths, pedestrian walk-ways, security cameras, and communication systems installations and testing.

Duration 2007-2012

**Years of Experience**

32 (28 years with Florida Construction & Engineering, Inc., 4years other)

**Work History**

Florida Construction & Engineering, Inc. 1987 to present

A&M International, Inc.

CTQPReg/Cert.

General Contractor

**Education**

B.S Civil Engineering The Ohio State University 1982

**Professional Affiliation**  
American Society of Civil Engineering

Rotary Club Member & President

**Office Location**

155 Bentley Drive  
Miami Springs, FL 33166

**Scott/Carver Homes (Miami-Dade County Housing ) 7226 NW 22nd AVE**

Served as project manager, Hamid was responsible for project layout & coordination of all disciplines to prevent delaying in the project construction. He was communicating all construction activities with Housing Authority, Permitting and Building and Zoning Departments, and insuring public safety surrounding the Scott Carver project. He created daily maintenance of traffic safety procedures. Hamid was also in charge of all financial and budgeting decision making on this project.

Scope of work: Site work for Scott Homes Sector, which was developed for fifty-two single-family homes. The work included installation of water, sewer, electric, cable, telephone, data, fire hydrant, trench storm drainage system, sidewalk, curbs, roadway construction, paving work, earthwork and related activities in accordance with the plan and specification.

*Duration 2005-2007*

This page  
intentionally left blank

# Reza Djahanshahi

## Vice President



### Relevant Projects:

- ▶ Park and Ride
- ▶ Sea Board Marine Cargo Terminal
- ▶ 125 Street Sidewalk Construction

### Core Skills:

Construction management, Estimating, Problem Solving, Financial Analysis

---

### Key Qualifications

As Vice President of Florida Construction & Engineering, Inc. Reza Djahanshahi is vital to the management of all Civil/Structural Construction activities. In addition, he offers vast experience in the Design & Construction with the most efficient product delivery methods.

Reza's duties include the management of a safe and well-coordinated project site. Implementation of quality control procedures for the company at large. Reza as Builder and a Civil Structural Engineer has extensive experience in heavy Civil, and large commercial construction projects with the owner's satisfaction the end goal.

### Representative Projects

#### Park & Ride SW 344th Street / Palm Drive Florida City, FL 33034

Serving as owner and Field Engineer Reza was responsible for the plan review coordination of the parking lot, pavement, drainage, bus shelter and break lounge to ensure all FDOT and South Florida Code qualifications were met and geometry requirements were achieved, in a timely manner.

Scope of work: this project entailed demolition, land clearing and grubbing, demolition of underground utilities, installation of drainage system, paving, pavement marking, lighting, landscaping, construction of a steel reinforced concrete lounge, and bus shelter

Duration: 2014-2015

#### Sea Board Marine Cargo terminal Development Phase II 1630 port boulevard Miami FL 33132

Serving as Field Engineer Reza was responsible for the plan review coordination of the parking lot drainage, paving, water and sewer (WASA), and electrical system to meet FDOT and South Florida code and to have a safe construction process to meet the owner's goals.

Scope of work:

Construction of 8 acres parking for cargo terminal and container storage facility including removal of 33" existing unsuitable material replace the base and sub base with new material. Installation of water, sewer drainage, electrical system and install all high mast and lighting foundation and all related underground and earth work. In addition install one acre of high impact breaks for the heaving equipment storage yard.

Duration: 2011-2012

### Years of Experience

34(16 years with FCE, 19 years with others)

### Work History

Florida Construction & Engineering, Inc 1999-Present

Techno Engineering, Inc. 1992-Present

Bechtel

Power Corporation 1981-1991  
Civil/Structural Design Engineer

### Education

B.s., Civil Engineering Ohio State University 197

Professional Affiliation  
American Society of Civil Engineers

AAA B( Asian American Advisory Board ) Board of Director

President of Jasmine Fire Safety Foundation, Inc

### Office Location

155 Bentley Drive  
Miami Springs, FL 33166

**125 Street Sidewalk Construction**

NE 4-5th Ave, North side 125th St from NE 5th-6<sup>th</sup> Ave, West side 6th Ave from 125th-127th St, Fountain Plaza between NE 6th Ave & West Ddide Hwy, Block bound by NE 6th Ave & West Ddide Hwy between 126th & 127th St, East side West Ddide Hwy from 125th-126th St, North side 125th St from NE 8th-7th Ave, East side West Ddide Hwy from 126th-127th St, South side 125th St from NE 6th Ave - NE 6th Ct, West side 6th Ave from 125th-124th St, South side 125th St from NE 4th Ave-NE 4th Ct, North side 125th St from NE 9-10th Ave, North side 125th St from NE 8-9th Ave, North side 125th St from NE 7-8th Ave South side 125th St from NE 4th Ct-6th Ave, South side 125th St from NE 8th-9th Ave, South side 125th St from NE 7th-8th Ave, South side 125th St from NE 6th Ct-NE 7th Ave, West side 6th Ct from 125th-124th St, East side 6th Ave from 125th-124th St

Served as Project Manager and lead Quality Control oversite for the demolition of the existing sidewalks and drive ways, re-construction of new side walks and drive ways. Coordinated time of demolition and construction with the property owners and tenants of businesses located on 125th Street. Oversaw the FDOT requirements and public safety and financial requirement of the owner and Florida Construction & Engineering, Inc.

**Scope of work:**

Removal of all existing bricks on sidewalks and drive ways within the downtown core of the City of North Miami and replace with 150,000 SQ FT of new bricks per design drawing. Remove and reconstruct the existing planters and side walk lighting.

**Duration 2010-2011**

# ISABEL M FERNANDEZ

## PROJECT MANAGER/ Estimator



### Relevant Projects:

- ▶ Park & Ride
- ▶ Sea Board Marine Cargo Terminal
- ▶ Miami-Dade Aviation Department Emergency Maintenance Construction work/ Drainage & Sewer work

### Core Skills:

Estimating, quality control, planning, surveying, project management, inspection

---

### Key Qualifications

Ms. Isabel Fernandez is a Civil Engineer with over 33 years of roadway experience including milling and resurfacing, access management, maintenance of traffic (MOT) drainage, construction material analysis, and survey. She has successfully completed numerous large and small construction projects, all through her Engineering and Construction career.

### Representative Projects

#### Park & Ride SW 344th Street / Palm Drive Florida City, FL 33034

Ms. Isabel served in the superintendent capacity, her daily task included work schedule, manpower requirements over seeing all project activities such as layout, excavation, drainage, compaction, backfilling, underground utility placements, and coordinating with all disciplines including engineer and architect of the record.

Ms. Isabel made sure all the elevations and coordinates match the project design package criteria and implemented as per plans.

Scope of work: this project entails demolition, land clearing and grubbing, demolition of underground utilities, installation of drainage system, paving, pavement marking, lighting, landscaping, construction of a steel reinforced concrete lounge, and bus shelter.

Duration: 2014-2015

#### Sea Board Marine Cargo Terminal Development Phase II 1630 Port Boulevard Miami FL 33132

Ms. Isabel has estimated the cost of this project from A to Z and served as in the superintendent capacity, her daily task included work schedule, manpower requirements over seeing all project activities such as layout, excavation, drainage, compaction, backfilling, underground utility placements, and coordinating with all disciplines including engineer and the architect of record.

Ms. Isabel made sure all the elevations and coordinates were properly laid out and that the project design package was implemented as per plans.

Scope of work:

Construction of 8 acres parking lot for cargo terminal and container storage facility including removal of 33" existing unsuitable material and replace the base and sub base with new material. Installation of water, sewer drainage, electrical system and install all high mast and lighting foundation and placed 9" of asphalt for the entire 8 acres of parking facilities including all related underground and earth work, and install one acre high impact breaks for the heavy equipment storage yard for Seaport Marine.

### Years of Experience

33 years (5 years with Florida Construction & Engineering, 28 years with other)

### Work History

FCE 2010-Present

JVA 2007-2010

IPROY AZ 1996-2006

PDMBF COMPANY 1991-1996

CTQP Reg/Cert.

QC Manager  
Asphalt paving levels I&II

### Education

B.S., Civil Engineering, Roads and Airport University of Havana Cuba (1982)

### Professional Registrations

General Contractor and Underground Utility and Excavation license

### Office Location

155 Bentley Drive  
Miami Springs FL, 33166

This page  
intentionally left blank



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

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

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

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñiz Assistant Town Administrator/Town Clerk  
**DATE:** 12/8/2016  
**SUBJECT:** CPAB Renewal

---

### **Recommendation**

Motion to approve the resolution.

### **Strategic Priorities**

A. Sound Governance

E. Cultivate a Vibrant Community

### **Background**

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

### **Fiscal Impact/Analysis**

N/A

### **Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Reso - TA Approved	11/16/2016	Resolution

**RESOLUTION NO. 2017 - \_\_\_\_**

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

**WHEREAS**, on March 8, 2001, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2001-035, establishing a Comprehensive Plan Advisory Board; and

**WHEREAS**, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

**WHEREAS**, on December 31, 2016 the Comprehensive Plan Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

**WHEREAS**, the Town Council continues to see a need for the Comprehensive Plan Advisory Board; and

**WHEREAS**, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

**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.** In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Comprehensive Plan Advisory Board for one (1) additional year.

**Section 3.** The Town Council hereby redefines the Comprehensive Plan Advisory Board's purpose and objectives as follows:

- i. To review and to provide input into the development of the Comprehensive Plan and to make recommendations to the Town Council.
- ii. To review and to provide input on any item, as may be specifically requested by the Town Council that may affect land use within the Town.
- iii. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

**Section 4.** All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

**Section 5.** The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

**Section 6.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 8<sup>th</sup> day of December, 2016, on a motion by

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

McKay	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Jablonski	_____	Absent	_____
Fisikelli	_____	Abstaining	_____
Schroeder	_____		

**[Signatures on Following Page]**

---

Doug McKay, Mayor

ATTEST:

---

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

---

Keith M. Poliakoff, J.D., Town Attorney

113662388.1

This page  
intentionally left blank



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

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

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

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñiz, Assistant Town Administrator/Town Clerk  
**DATE:** 12/8/2016  
**SUBJECT:** DIAB Renewal

---

#### **Recommendation**

Motion to approve the resolution.

#### **Strategic Priorities**

A. Sound Governance

E. Cultivate a Vibrant Community

#### **Background**

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

#### **Fiscal Impact/Analysis**

N/A

#### **Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Reso - TA Approved	11/16/2016	Resolution

**RESOLUTION NO. 2017 - \_\_\_\_**

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

**WHEREAS**, on May 9, 2002, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2002-49, establishing a Fill and Drainage Advisory Board; and

**WHEREAS**, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

**WHEREAS**, on December 31, 2016, the Drainage and Infrastructure Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

**WHEREAS**, the Town continues to see a need for the Drainage and Infrastructure Advisory Board; and

**WHEREAS**, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

**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.** In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Drainage and Infrastructure Advisory Board for one (1) additional year.

**Section 3.** The Town Council hereby redefines the Drainage and Infrastructure Advisory Board's purpose and objectives as follows:

- i. To provide input into the development of policies and procedures concerning filling, excavating, and clearing of lands within the Town.
- ii. To provide input into any necessary revisions related to the tertiary drainage plan and to provide input into the prioritization of necessary drainage improvements within the Town.
- iii. To provide input into the development of policies and procedures concerning the Town's infrastructure.
- iv. To solicit input from residents of the Town concerning drainage and other infrastructure-related improvements.
- v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

**Section 4.** All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

**Section 5.** The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at public meeting, and may be modified from time to time.

**Section 6.** This Resolution shall become effective immediately upon its adoption.

**[Signatures on Following Page]**

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

Ranches, Florida, this 8<sup>th</sup> day of December, 2016, on a motion by

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

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

ATTEST:

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

Approved as to Form and Correctness:

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

113662423.1

This page  
intentionally left blank



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

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

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

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñiz, Assistant Town Administrator/Town Clerk  
**DATE:** 12/8/2016  
**SUBJECT:** FAB Renewal

---

#### **Recommendation**

Motion to approve the resolution.

#### **Strategic Priorities**

A. Sound Governance

E. Cultivate a Vibrant Community

#### **Background**

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

The Fire Advisory Board (FAB) shall meet as directed by the Town Council.

#### **Fiscal Impact/Analysis**

N/A

**Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Reso TA Approved	11/16/2016	Resolution

**RESOLUTION NO. 2017 - \_\_\_\_**

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

**WHEREAS**, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

**WHEREAS**, on August 9, 2012, the Town Council adopted Resolution 2012-64, establishing a Fire Advisory Board to advise on matters relating to the Town's Fire and EMS Services; and

**WHEREAS**, on December 31, 2016, the Fire Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

**WHEREAS**, the Town Council continues to see a need for the Fire Advisory Board; and

**WHEREAS**, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

**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.** In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Fire Advisory Board for one (1) additional year.

**Section 3.** The Town Council hereby redefines the Fire Advisory Board's purpose and objectives as follows:

- i. To advise the Council of fire and ems related issues.
- ii. To analyze the needs of the Volunteer Fire Department.
- iii. To analyze the Volunteer Fire Department's use of funds.

- iv. The Town Staff Liaison shall serve as the conduit to provide the Fire Advisory Board with any information required to perform its services delineated herein.
- v. A Fire Advisory Board Member shall not hold themselves out, in anyway, as being on the Board of Directors of the Volunteer Fire Department, or as an agent of the Town.
- vi. The Fire Advisory Board shall meet as directed by the Town Council.

**Section 4.** All administrative and procedural requirements found in the Town’s adopted Advisory Committee/Board Policy shall remain in full force and effect.

**Section 5.** The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon its passage.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 8<sup>th</sup> day of December, 2016, on a motion by

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

**[Signatures on Following Page]**

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

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

Approved as to Form and Correctness:

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

113662601.1

This page  
intentionally left blank



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

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

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

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñiz, Assistant Town Administrator/Town Clerk  
**DATE:** 12/8/2016  
**SUBJECT:** RFNRAB Renewal

---

#### **Recommendation**

Motion to approve the resolution.

#### **Strategic Priorities**

A. Sound Governance

E. Cultivate a Vibrant Community

#### **Background**

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

#### **Fiscal Impact/Analysis**

N/A

#### **Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Reso - TA Approved	11/16/2016	Resolution

**RESOLUTION NO. 2017 - \_\_\_\_**

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

**WHEREAS**, on December 11, 2003, the Town Council approved Resolution No. 2004-20, establishing the Friends of the Parks Advisory Board; and

**WHEREAS**, on January 11, 2007, the Town Council approved Resolution No. 2007-023, changing the name of the Friends of the Parks Advisory Board to the Recreation, Forestry, and Natural Resources Advisory Board; and

**WHEREAS**, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

**WHEREAS**, on December 31, 2016, the Recreation, Forestry, and Natural Resources Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

**WHEREAS**, the Town Council continues to see a need for the Recreation, Forestry, and Natural Resources Advisory Board; and

**WHEREAS**, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to ratify the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

**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.** In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Recreation, Forestry, and Natural Resources Advisory Board for one (1) additional year.

**Section 3.** The Town Council hereby ratifies the Recreation, Forestry, and Natural Resources Advisory Board's purpose and objectives as follows:

- i. To provide input into the coordination of plans for the acquisition, funding, design, development, operation, maintenance and regulation of parks within the Town.
- ii. To provide input into those multipurpose trails within the Town.
- iii. To provide input into matters of forestry and natural resources, including but not limited to: tree canopy maintenance, management, and protection; water conservation; preservation, and protection of the environment; and protection of wildlife.
- iv. To solicit input from residents of the Town concerning matters concerning recreational spaces, forestry, and natural resources.
- v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

**Section 4.** All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

**Section 5.** The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

**Section 6.** This Resolution shall become effective immediately upon its adoption.

**[Signatures on Following Page]**

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

Ranches, Florida, this 8<sup>th</sup> day of December, 2016, on a motion by

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

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

ATTEST:

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

Approved as to Form and Correctness:

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

113662729.1

This page  
intentionally left blank



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

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

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

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñiz, Assistant Town Administrator/Town Clerk  
**DATE:** 12/8/2016  
**SUBJECT:** RPADAB Renewal

---

### **Recommendation**

Motion to approve the resolution.

### **Strategic Priorities**

A. Sound Governance

E. Cultivate a Vibrant Community

### **Background**

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

### **Fiscal Impact/Analysis**

N/A

### **Staff Contact:**

**ATTACHMENTS:**

Description	Upload Date	Type
TA Approved	11/16/2016	Resolution

**RESOLUTION NO. 2017 – \_\_\_\_**

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

**WHEREAS**, on February 13, 2003, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2003-34, establishing a Rural Public Arts and Design Advisory Board; and

**WHEREAS**, on January 4, 2007, the Town Council adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

**WHEREAS**, on December 31, 2016, the Rural Public Arts and Design Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

**WHEREAS**, the Town Council continues to see a need for the Rural Public Arts and Design Advisory Board; and

**WHEREAS**, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

**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.** In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Rural Public Arts and Design Advisory Board for one (1) additional year.

**Section 3.** The Town Council hereby redefines the Rural Public Arts and Design Advisory Board’s purpose and objectives as follows:

- i. To provide input into the development of a rural sense of place including rural signage identification for the Town and review of public arts and design grants as they become available.
- ii. To review all public arts and design grant applications, to establish a review process to recommend vendors, to involve residents in the process, and to make recommendations to the Town Council.
- iii. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

**Section 4.** All administrative and procedural requirements found in the Town’s adopted Advisory Committee/Board Policy shall remain in full force and effect.

**Section 5.** The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

**Section 6.** This Resolution shall become effective immediately upon its adoption.

**[Signatures on Following Page]**

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

Ranches, Florida, this 8<sup>th</sup> day of December, 2016, on a motion by \_\_\_\_\_

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

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

ATTEST:

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

Approved as to Form and Correctness:

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

113662489.1

This page  
intentionally left blank



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

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

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

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñiz, Assistant Town Administrator/Town Clerk  
**DATE:** 12/8/2016  
**SUBJECT:** SEAB Renewal

---

### **Recommendation**

Motion to approve the resolution.

### **Strategic Priorities**

A. Sound Governance

E. Cultivate a Vibrant Community

### **Background**

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

### **Fiscal Impact/Analysis**

N/A

### **Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Reso - TA Appro	11/16/2016	Resolution

**RESOLUTION NO. 2017 - \_\_\_\_**

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

**WHEREAS**, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

**WHEREAS**, also on January 4, 2007, the Town Council adopted Resolution No. 2007-028, establishing a Schools and Education Advisory Board; and

**WHEREAS**, on December 31, 2016, the Schools and Education Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

**WHEREAS**, the Town Council continues to see a need for the Schools and Education Advisory Board; and

**WHEREAS**, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

**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.** In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Schools and Education Advisory Board for one (1) additional year.

**Section 3.** The Town Council hereby redefines the Schools and Education Advisory Board's purpose and objectives as follows:

- i. To advise the Council of any school and educational issues related to the Town.
- ii. To regularly attend the necessary Broward County School Board and other school-related meetings to monitor issues affecting the residents of the Town.
- iii. To provide input regarding educational programs for the development of the students within the community.
- iv. To provide input into the development of policies, procedures, and programs concerning any school or educational issues concerning the Town.
- iii. To solicit and to obtain input from the residents of the Town concerning school-related or other education-related issues.
- iv. To develop, to implement, and to monitor, with the assistance of the Town Administrator, a Town educational scholarship fund.
- v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

**Section 4.** All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

**Section 5.** The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

**Section 6.** This Resolution shall become effective immediately upon its adoption.

**[Signatures on Following Page]**

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

Ranches, Florida, this 8<sup>th</sup> day of December, 2016, on a motion by \_\_\_\_\_

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

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Schroeder \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

ATTEST:

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

Approved as to Form and Correctness:

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

113662659.1