

RESOLUTION NO. 2017-020

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 8th day of December, 2016 on a motion by

C/m Jablonski and seconded by C/m Schroeder.

McKay
Breitkreuz
Jablonski
Fisikelli
Schroeder

Ayes
5
Nays
0
Absent
0
Abstaining
0

Ayes
Nays
Absent
Abstaining

5
0
0
0

Doug McKay
Doug McKay, Mayor

Attest:

Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff
Keith Poliakoff, Town Attorney

113697448.1



EXHIBIT "A"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
FLORIDA CONSTRUCTION & ENGINEERING INC.
FOR
CALUSA CORNERS PARK
PHASE 1
IFB No. 16-001B

TOWN OF SOUTHWEST RANCHES, FLORIDA
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. 2017-~~020~~ 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

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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

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- (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.

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- 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

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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

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

Section 17: Public Records

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

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

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

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

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid **ONLY** for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town 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

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

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

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

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

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

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

- 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Calusa Corners Park Phase 1
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- 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.

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

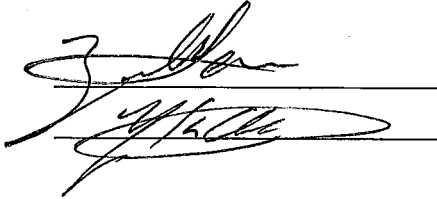
- I. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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: 11 R. D. Dyer
H.R. Dyer, President (title)
8 day of December 2016

TOWN OF SOUTHWEST RANCHES

By: Doug McKay
Doug McKay, Mayor

8th day of December 2016

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

8th day of December 2016

ATTEST:

Russell Muñiz
Russell Muñiz, Assistant Town Administrator / Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff
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**

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

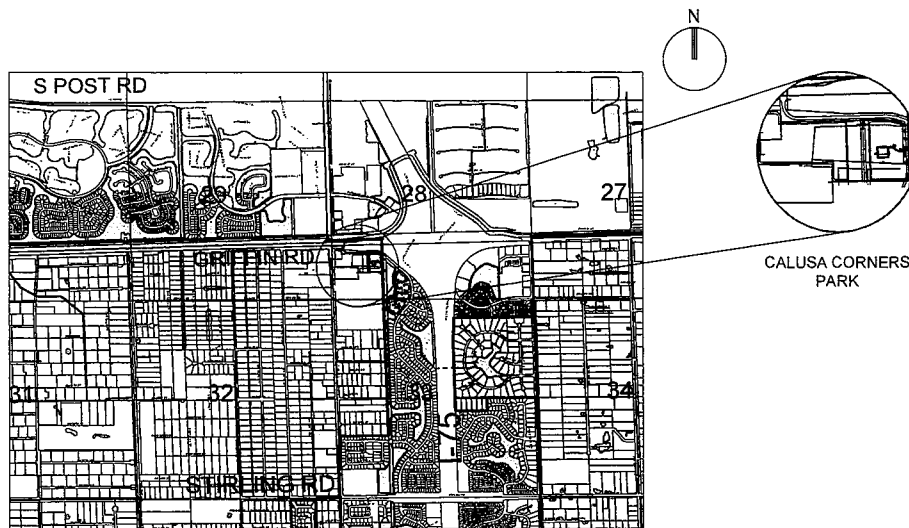
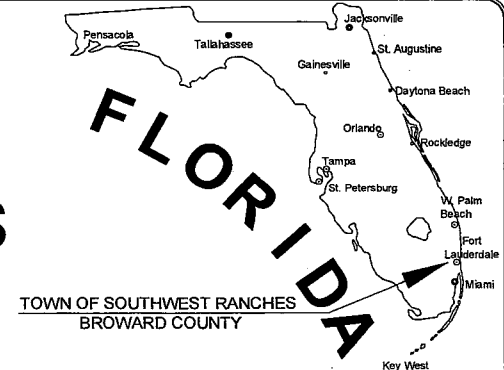
EXHIBIT "C" - FLORIDA CONSTRUCTION & ENGINEERING INC. BID

FINAL CONSTRUCTION PLANS

FOR

CALUSA CORNERS PARK IMPROVEMENTS

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA



VICINITY MAP

S 33, T 50S, R 40E

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



PROJECT No. 08711.07 09/10/15

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, or better, 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 or specified shall not be taken to exclude any other incidents 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 for the 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-2-1 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 inlet 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, by sod with light joints, then tamp or roll or top dress with level 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 secure its establishment on slopes, where sod meets a mulched bed, the cut edge shall be even and sharp. Sod level shall not impede water flow from adjacent surfaces, in areas where paved surfaces abut sod or mulch, the final grade level of both surfaces shall be level.

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-136.
- CMP (smooth lined) = corrugated metal aluminum pipe, (smooth lined) ASTM designation M-136.
- SCP = slotted concrete pipe, sections 941 and 942, of the Standard Specifications.
- PVC = polyvinyl chloride pipe.
- PCMP = perforated cmp, 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 940-2.3.

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 595 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. Asphalt concrete surface course 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, 338 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-160 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 bonding 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 6 inches (200 mm) compacted thickness.

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

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

REVISION
DATE

STATION VALUES OF
SECTION 20

Keller
CONSTRUCTION
301 East Atlantic Boulevard
Pompano Beach, Florida 33069-0643
(954) 786-3400 / FAX (954) 786-3500
State of Florida Certificate of
Registration Number - 7723

**CALUSA CORNERS
PARK IMPROVEMENTS**
CONSTRUCTION SPECIFICATIONS
TOWN OF SOUTHWEST RANCHES
BROWARD COUNTY

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 project 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 code 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 1926.950 subpart P.
 - 2.6.3. The contractor shall submit with his contract a completed, signed, and notarized copy of the trench safety act compliance statement. The contractor shall also submit a separate cost item identifying the cost of compliance with the applicable trench safety codes.
 - 2.6.4. A trench safety system, if required, shall be designed by the excavation contractor utilizing a specialty engineer as required.

3. Construction Notes:

- 3.1. Contractor shall tie to existing grade by evenly sloping from closest proposed grade provided to existing grade at limits of 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 this 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 the original thickness and structural capacity before paving over such areas. This includes but is not limited to restoring original degree of compaction, moisture content, composition, stability, and intended slope. If paving will not take place the same day the base is 4.2. exposed and reworked, the base shall be sealed according to the governing standards and specifications. Any additional work resulting from the contractor's 4.3. failure to protect the exposed base as stated above will be the contractor's cost.

- 3.9. The contractor is to maintain existing signage during construction operations, in order to facilitate emergency vehicle traffic.
- 3.10. The topographic survey included with this set of plans reflects pre-demolition conditions and does not reflect the site conditions after demolition. The contractor is fully and solely responsible in determining the required earthwork for the proposed development of the site. This includes, but is not limited to, any excavation/dredging and fill activities required at any phase of the project. The contractor shall use the final approved (released for construction) plans, surveys, geotechnical reports, and any other available information for determining the amount of excavation/dredging and filling required. Any quantities included in the approved permits were estimated by the engineer for purposes of obtaining the permit and under no circumstances shall be used by the contractor in lieu of performing their own earthwork calculations required for cost estimating and bidding the project.

- 3.11. The contractor shall be responsible for reading and familiarizing themselves with any and all available geotechnical reports prepared by others and/or any recommendations written or implied by the geotechnical engineer for this project. The geotechnical conditions and recommendations outlined in these reports are in force and in full effect as part of the proposed improvements. The contractor is responsible for ensuring that all the work associated with this project is in compliance with the geotechnical engineer's recommendations. The contractor is not responsible for the suitability or unsuitability of the soils encountered. It is the contractor's responsibility to ensure that the means and methods of construction used are adequate for the successful completion of the required site improvements.

- 3.12. The contractor shall ensure that the available geotechnical information is sufficient for his complete understanding of the soil conditions for the site. If additional geotechnical investigation is required by the contractor, this additional work shall be considered incidental to the contract and no additional compensation shall be allowed. However, if the contractor considers a change order is required it shall be submitted to the owner and/or engineer. The owner and/or engineer will at their own discretion review and approve the change order, unless the work is considered incidental to the successful completion of the project.
- 3.13. The contractor shall be responsible for the repair and restoration of existing pavement, pipes, conduits, sprinkler heads, cables, etc., and landscaped areas damaged as a result of the contractor's operations and/or those of his subcontractors and shall restore to no additional cost.

- 3.14. The contractor shall not bring any hazardous materials onto the project. Should the contractor require such for performing the contracted work, the contractor shall request, in writing, permission from the owner, Town and engineer. The contractor shall provide the owner, Town and engineer with a copy of the material safety data sheet (MSDS) for each hazardous material proposed for use. The project engineer shall coordinate with the owner and Town prior to issuing written approval to the contractor. Because state law does not treat petroleum products that are properly contained and intended for equipment use as a hazardous material, such products do not need a MSDS submittal.

- 3.15. Any known or suspected hazardous material found on the project by the contractor shall be immediately reported to the Town and/or engineer, who shall direct the contractor to protect the area of known or suspected contamination from further access. The Town and/or engineer are to notify the owner/engineer of the discovery. The owner/engineer will arrange for investigation, identification, and remediation of the hazardous material. The contractor shall not return to the area of contamination until approval is provided by the project engineer; the owner/engineer will advise the 3.16. project engineer.
- 3.16. The contractor shall contact the appropriate Town engineering inspector between the hours of 8:30 a.m. and 3:30 p.m., and 48 hours in advance of the event to notify the Town of construction status, so to schedule the required tests and inspections including final walk-throughs.

4. Preconstruction Responsibilities

- 4.1. All utility / access easements to be secured prior to construction.
- 4.2. No construction may commence until the appropriate permits have been obtained from all municipal, State, County, and Federal agencies.
- 4.3. All required governmental agency building permits to be obtained by the contractor prior to any construction activity. The contractor shall be responsible to pay all associated permit fees including but not limited to water

connection, sewer connection and meter fees and 6.4. connection for reimbursement.

- 4.4. 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 (GGP) "notice of intent (NOI)" to use Generic Permit for storm water discharge from construction activities form (DEP form 62-521.300(4)(b)) to FDOT notices center. The contractor will be responsible for (1) implementation of the storm water pollution prevention plan (SWPPP) that was required to be developed prior to NOI submittal, and (2) retention of records required by the permit, including retention of a copy of the SWPPP at the construction site from the date of project initiation to the date of final site stabilization. A "notice of termination (N.O.T.)" of generic permit coverage" form (DEP form 62-521.300(6)) must be submitted to FDOT to discontinue permit coverage, subsequent to completion of construction. For additional information see FDOT website: <http://www.dep.state.fl.us/water/storm/water/mpdes/>.

- 4.6. Prior to construction or installation, 5 sets of shop 7.4. drawings shall be submitted for review as required for the following items listed below, but not limited to:

- Drainage: Catch basins, manholes, headwalls, grates/tops, yard drains.
- Water: Fire hydrants, valves, backflow preventer, DDCV, meter box.
- Sewer: Manholes, lift stations (wetwell, hatches, valves, pump data, electrical panel)

- 4.6.1. 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.
- 4.6.4. Contractor to submit maintenance of traffic plan(s) in accordance with FDOT and Broward county requirements, and submit for approval prior to beginning construction.

5. Inspections / Testing:

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

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

- 5.2. The owner, engineer, and jurisdictional permitting agencies may make inspections of the work at any time. The contractor shall cooperate fully with all inspections.

- 5.3. 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 5.7. or the jurisdictional governmental agency in accordance with the plans and specifications.

6. Temporary Facilities

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

- 6.4. Contractor shall construct and maintain temporary street lighting as required to light the construction project limits at all times, to at least the same lighting intensity levels as the existing conditions, before the start of construction, cost included in maintenance of traffic.

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

7. Project Progress and Closeout

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

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

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

- 7.4. All land survey property monuments or permanent reference markers, removed or destroyed by the contractor during construction shall be restored by a 9.1. State of Florida registered land surveyor at the contractor's expense.

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

8. Project record documents:

- 8.1. During the final 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 manholes 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.

- 8.7. "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 surfaces, prior to placement of asphalt or topsoil / sod, at enough intermediate points to

confirm slope consistency and conformance to the plan details.

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

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

- 8.10. 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.

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

9. Utility Notes

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

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

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

- 9.4. The contractor shall notify and obtain an underground clearance from all utility companies and governmental agencies at least 48 hours prior to beginning any excavation. The contractor shall obtain a Sunshin811.com Certification clearance number and field markings at least 48 hours prior to beginning any excavation.

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

- 9.6. Town of Pompano Beach (954) 786-4060
- 9.7. Florida Power and Light (800) 868-9554 / (305) 552-2931
- 9.8. AT&T Distribution (954) 723-2540
- 9.9. Comcast Cable (954) 447-8405
- 9.10. FDOT (954) 847-2690

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

- 9.12. Roadway jurisdictional engineering / public works authority.
- 9.13. School board transportation authority
- 9.14. Jurisdictional fire department dispatch
- 9.15. Jurisdictional police department(s)

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

- 9.17. Location and size of all existing utilities and topography (facilities) as shown on construction drawings are drawn from available records. The engineer assumes no responsibility for the accuracy of the facilities shown or for any utility 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 location 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.

- 9.18. 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.

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

- 10.2. 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.

- 10.3. Match existing pavement markings at the limits of construction.
- 10.4. 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 existing course will be removed by milling and replacing the friction course a minimum width of 18 in at the contractor's expense. The engineer may approve an alternative method if it can be demonstrated to completely remove the markings without damaging the asphalt.

- 10.6. Place all retro-reflective pavement markers in accordance with standard index 17352 and / or as shown in the plans.
- 10.7. Shop drawings are required for all sign panels shown in the guide-sign work sheets and sign details sheets.

- 10.8. All sign panels, sign supports, and structures to be demolished shall become the property of the contractor.
- 10.9. 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.

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

- 10.12. Relocated sign support system must meet the current design standard.
- 10.13. The contractor shall provide an inventory of existing signs to remain or to be relocated prior to starting the job and forward this list to the engineer. Contractor shall notify if there are any missing or damage signs that the plans show to remain or to be relocated.

- 10.14. All roadway and parking lot pavement markings shall be thermoplastic in accordance with FDOT specification section 711.
- 10.15. Hand dig the first four feet of sign foundation.

- 10.16. All signs shall meet all of the following:

- 10.17. Meet the criteria outlined in Section 2A.08 of the 2009 MUTCD
- 10.18. Meet the specifications outlined in Section 700 and 994 of the latest FDOT Standard Specifications.
- 10.19. Consist of materials certified to meet the retroreflective sheeting requirements outlined in the current version of ASTM D4956 for type-X 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.

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

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

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

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

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

DATE: 08/01/10
SCALE: NTS
DRAWN BY: JMG
DESIGN BY: JMG
CHECKED BY: SW

REVISION
DATE

STATIONING: 1+00 TO 1+00
SHEET NO. 1 OF 1

K. KEITH
CONSULTING ENGINEER
301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643
(954) 786-3400; FAX (954) 786-3500
State of Florida Certificate of Professional Engineering - 7723
Authorization Number - 7723

CALUSA CORNERS
PARK IMPROVEMENTS
GENERAL NOTES

SHEET
IDENTIFICATION
GHI-003
SHEET 04

PROJECT NO. 08711.07

BROWARD COUNTY

TOWN OF SOUTHWEST RANCHES

PLAYGROUND FIBER MATERIAL

KIDS KARPET (OR APPROVED EQUAL) IN COMPLIANCE WITH, AND PROVIDING TESTING DATA FOR, ASTM AND IPMA 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:

- 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 FF1-70 & PART 1631 FF2-70 SURFACE FLAMMABILITY OF CARPETS AND RUGS.
- ASTM F2075 ENGINEERED WOOD FIBER FOR USE AS A PLAYGROUND SAFETY SURFACE UNDER AND AROUND PLAYGROUND EQUIPMENT.

SURFACING MATERIAL SHALL BE INSTALLED TO A DEPTH THAT COMPLIES WITH THE PROCEDURE DESCRIBED IN ASTM F1292 AND MFFT'S 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.

PLAYGROUND EQUIPMENT (OR APPROVED EQUAL)

ITEM	MANUFACTURER	DESCRIPTION
ZZX00295	PLAYWORLD	8' SINGLE POST SWING ASSEMBLY
ZZX00296	PLAYWORLD	8' SINGLE POST SWING ADD-A-BAY
ZZX00260	PLAYWORLD	BELT SEAT w/ SILVER SHLD CHAIN (8' RAIL)
ZZX00265	PLAYWORLD	INFANT SEAT w/ SILVER SHLD CHAIN (8' RAIL)
APOLLO	APOLLO	25'x20'x12' ENTRY SHADE

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 1989 DATUM		
ELEV.	DIFFERENCE	DATE
1.04'	+1.64 FEET	NOV 0 2020
0.00'		NOV 0 2020
FEMA ELEV. ZONE AH (EL. 6) AND ZONE AH (EL. 5)		

DATE: 09/10/2015
SCALE: AS NOTED
DRAWN BY: MG
DESIGN BY: MG
CHECKED BY: SW

REVISION	DATE
1	09/10/2015
2	09/10/2015
3	09/10/2015
4	09/10/2015
5	09/10/2015

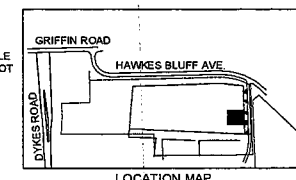
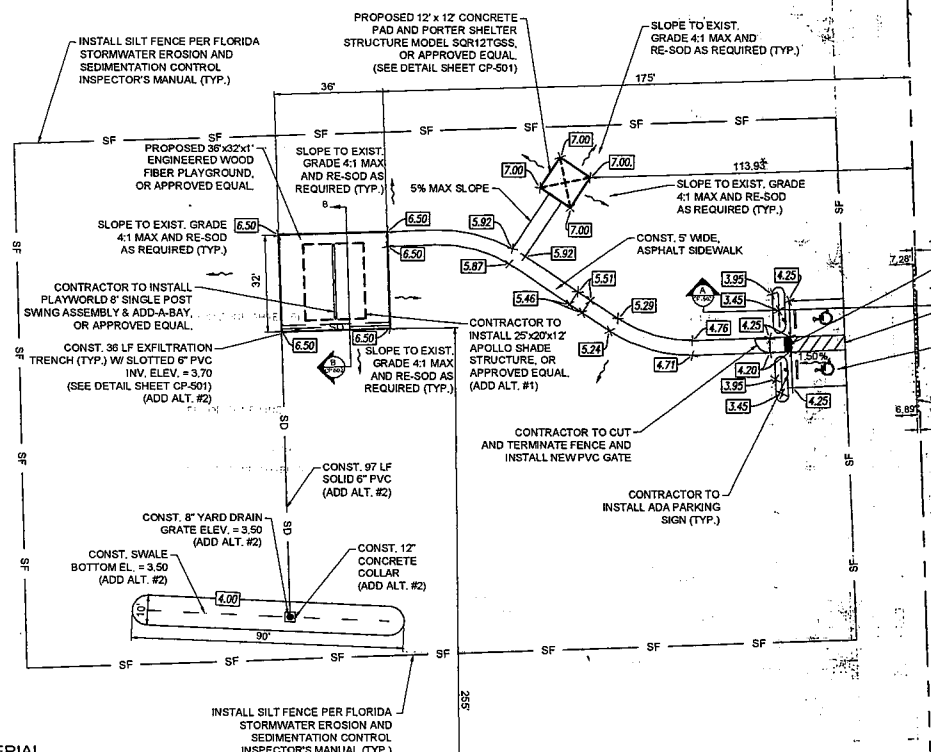
STEPHEN J. WILKINS, P.E.
REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 12723

K&E
K&E ENGINEERING, INC.
301 East Atlantic Boulevard
Pompano Beach, Florida 33069-6643
(954) 788-3400; FAX: (954) 788-3500
State of Florida Certificate of
Authorization Number: 7923

**CALUSA CORNERS
PARK IMPROVEMENTS**
EROSION CONTROL, PAVING, GRADING, DRAINAGE,
PAVEMENT MARKING AND SIGNAGE PLAN
TOWN OF SOUTHWEST RANCHES BROWARD COUNTY

SHEET
IDENTIFICATION
CP-101
SHEET 06

PROJECT NO. 08711.07



- NOTE:**
- 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.
 - CONTRACTOR TO RETURN ALL PORTIONS OF FENCE THAT ARE REMOVED TO THE TOWN OF SOUTHWEST RANCHES.

Polygon Product Specification Form

PROJECT NAME: Calusa Corners Park Improvements
 PROJECT LOCATION: Town of Southwest Ranches, Florida
 CUSTOMER NAME: Town of Southwest Ranches
 E-MAIL: _____
 COMPANY: _____
 ADDRESS: _____
 ADDRESS 2: _____
 CITY: _____
 STATE: _____ ZIP: _____
 PHONE: _____ FAX: _____
 WIND LOAD: _____ SNOW LOAD: _____
 SEISMIC DESIGN: _____ BLDG CODE: _____

by PORTERCORP
 10000 W. 11TH AVENUE, SUITE 100, MIAMI, FL 33156
 WWW.POLYGON.COM 800-354-7721



Square Standard Sizes

BIN	SIZE	UPB	# OF COLUMNS
SQR	12	7'-6"	4
SQR	16	7'-6"	4
SQR	20	8'	4
SQR	24	8'	4
SQR	30	8'	4
SQR	36	8'	4
SQR	40	8'	8
SQR	50	8'	8

Sheet Index

COVER SHEET / ORDER FORM
ELEVATION VIEWS
STRUCTURAL FRAME
ANCHOR LAYOUT

Shelter Options

SELECT APPLICABLE ROOF TYPE:

- ☐ MR (Metal Roof)
- ☐ SPWR (Structural Panel under Metal Roof)
- ☐ TGM (Tongue & Groove under Metal Roof)
- ☐ S (Standing Seam Roof)
- ☐ SPSS (Structural Panel under Asphalt Shingles)
- ☐ TGS (Tongue & Groove under Standing Seam)
- ☐ SPAS (Structural Panel under Asphalt Shingles)
- ☐ SPCS (Structural Panel under Cedar Shingles)
- ☐ SPCH (Structural Panel under Milled Cedar Shingles)
- ☐ TCS (Tongue & Groove under Cedar Shingles)
- ☐ TGC (Tongue & Groove under Cedar Shingles)
- ☐ TGL (Tongue & Groove under Milled Cedar Shingles)
- ☐ LATA (Santa Fe Metal Stick Style)
- ☐ TRELLIS

SELECT MODIFICATIONS TO A STANDARD:

- ☐ INCREASE UPB HEIGHT
- ☐ ADD ELECTRICAL CUTOUPS
- ☐ ADD CUPOLA: Non-vented
- ☐ ADD ORNAMENTATION
- ☐ ADD BENCHES
- ☐ ADD HANDRAILS

SELECT CUSTOMIZATION:

- ☐ INCREASE UPB MORE THAN 2"
- ☐ CUSTOM COLUMNS
- ☐ CUSTOM PITCH
- ☐ ADD E-COATING FRAME
- ☐ ADD GALVANIZING FRAME

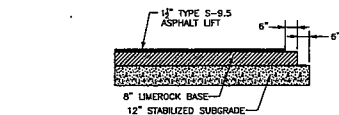
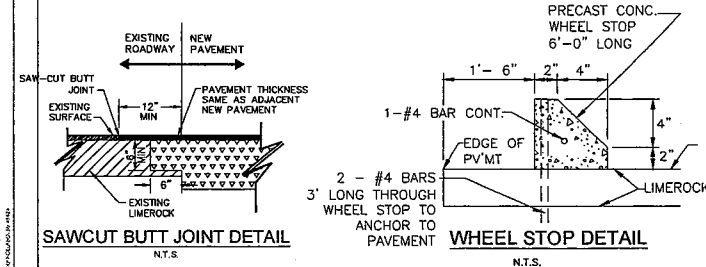
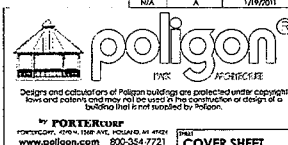
FRAME COLOR: PSM 403C Ash Grey
 ROOF COLOR: PMS 357 Hartford Green

NOTE:
 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.

Refer to www.polygon.com download area for:

- FOOTING AND ANCHOR INFORMATION
- COLUMN STYLE OPTIONS
- CUPOLA OPTIONS
- ORNAMENTATION STYLE OPTIONS
- INTEGRATED BENCH OPTIONS
- MISCELLANEOUS OPTIONS
- COLOR CHARTS

PORTERCORP MANUFACTURES AND DELIVERS PRODUCT IN STRICT COMPLIANCE TO GOVERNING BUILDING CODES.



ASPHALTIC CONCRETE VEHICULAR:
 1 1/2\"/>

PRIME AND TACK COAT:
 LIMEROCK BASE COURSE SHALL CONFORM TO THE REQUIREMENTS OF FOOT STANDARDS SPECIFICATIONS SECTION 300.

APPLICATION RATES:
 PRIME COAT - 0.10 GALLONS PER SQ. YD.
 TACK COAT - 0.08 GALLONS PER SQ. YD.

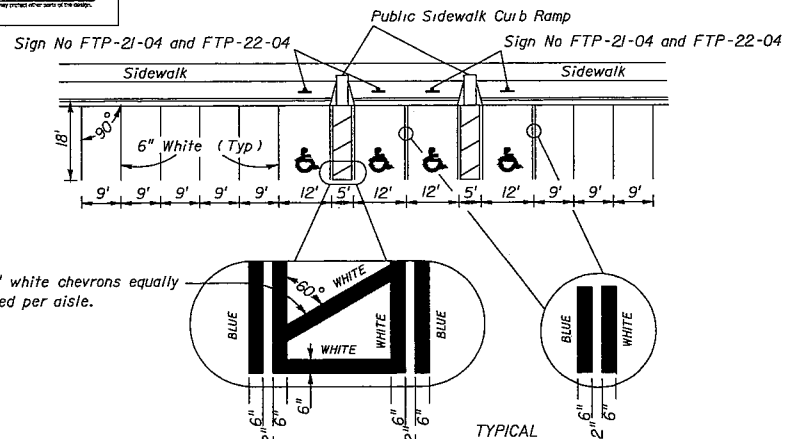
BASE:
 8\"/>

SUBGRADE:
 12\"/>

GROUND ADJACENT TO PAVEMENT HAVING RUNOFF SHALL BE GRADED TWO INCHES LOWER THAN THE EDGE OF PAVEMENT TO ALLOW FOR THE PLACEMENT OF SOD.

ASPHALT PAVEMENT DETAIL

N.T.S.



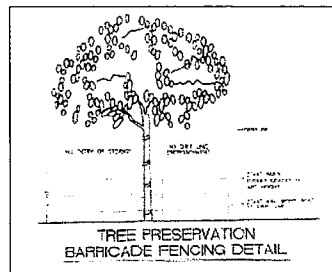
TYPICAL ADA ACCESSIBLE PARKING

PER FOOT INDEX NO. 17346

N.T.S.

TREE PRESERVATION NOTES:

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



DATE: 09/10/2016
 SCALE: NTS
 DRAWN BY: MS
 DESIGN BY: MS
 CHECKED BY: BW

REVISION	DATE	DESCRIPTION
1	09/10/2016	ISSUED FOR BIDDING

REVISIONS
 12/22/15
 12/22/15

K. Keith
 K. Keith Construction, Inc.
 301 East Atlantic Boulevard
 Pompano Beach, Florida 33060-6643
 (954) 785-3400 FAX (954) 785-3500
 State of Florida Certificate of
 Professional Engineer No. 17928

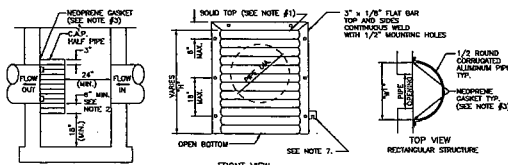
**CALUSA CORNERS
 PARK IMPROVEMENTS**
 CONSTRUCTION DETAILS

TOWN OF SOUTHWEST RANCHES
 BROWARD COUNTY

SHEET
 IDENTIFICATION
 CP-501
 SHEET 07

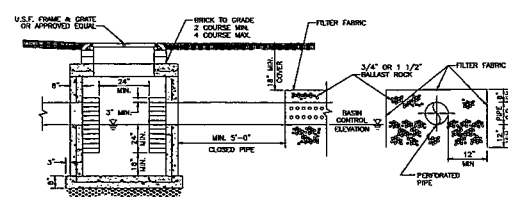
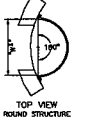
PROJECT NO. 08711.07

PROJECT NO. 08711.07

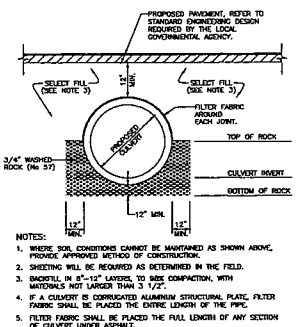
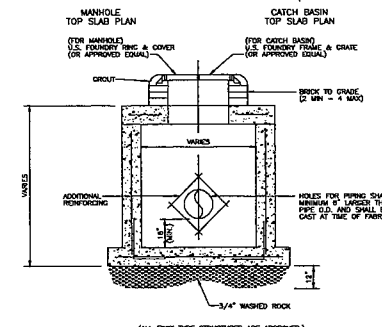
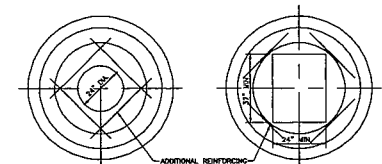


PIPE DIA. (IN)	W1 (IN)	W2 (IN)	H (IN)
12"	21"	21"	16"
18"	24"	24"	16"
24"	30"	30"	16"
30"	36"	36"	16"
36"	42"	42"	14"
42"	48"	48"	14"
48"	54"	54"	14"
54"	60"	60"	14"

- NOTES:
1. ALUMINUM SHEET OF SAME THICKNESS (GAGE) AS PIPE SHALL BE WELDED TO CLOSE JOINTS AT THE TOP.
 2. THE BOTTOM ELEVATION OF THE POLLUTION RETAINING Baffle MUST BE AT LEAST 2" BELOW CONTROL ELEVATION.
 3. NEEDPINE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 2") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
 4. POLLUTION RETAINING BAFFLES TO BE FASTENED IN PLACE WITH 3/8" x 4" STAINLESS STEEL "BIRD HEADS", OR APPROVED EQUAL.
 5. ALL EXISTING TRENCHES SHALL HAVE A POLLUTION RETAINING BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXISTING TRENCH DATA).
 6. FIBERGLASS BAFFLES ARE NOT PERMITTED.
 7. MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO FASE INSTALLATION IN ROAD STRUCTURES, SPACING TO MATCH HOLES IN FLAT BARS.

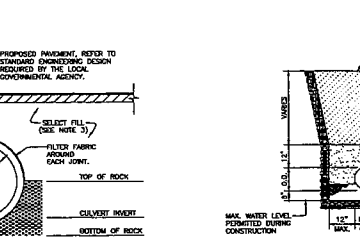


- NOTES:
1. PIPES SHALL TERMINATE 2" FROM END OF TRENCH (SEE END OF PIPE) ON CONCRETE TO ADDITIONAL CATCH BASIN AS REQUIRED.
 2. SIDES AND TOP OF TRENCH ONLY TO BE LINED WITH FILTER FABRIC. OVERLAY A MINIMUM OF 2" AT THE TOP OF THE TRENCH.
 3. BALLAST ROCK SHALL BE FROM FRESH WASHED, WASHED AND FREE OF DELETERIOUS MATERIAL.
 4. ALL EXISTING TRENCHES SHALL HAVE A POLLUTION RETAINING BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXISTING TRENCH DATA).
 5. GASKETS SHALL BE USED WITH RCP IN DISTRIBUTION TRENCH.

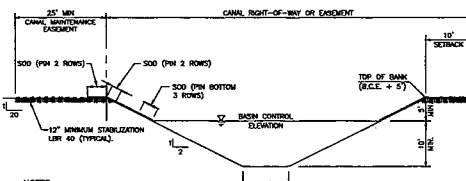


- NOTES:
1. WHERE SOIL CONDITIONS CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
 2. SHEETING MUST BE REQUIRED AS DETERMINED IN THE FIELD.
 3. BACKFILL IN 6"-12" LAYERS TO BASE COMPACTION, WITH MATERIALS NOT LARGER THAN 3/4".
 4. IF A CULVERT IS CORRODED ALUMINUM STRUCTURAL PLATE, FILTER FABRIC SHALL BE PLACED THE ENTIRE LENGTH OF THE PIPE.
 5. FILTER FABRIC SHALL BE PLACED THE FULL LENGTH OF ANY SECTION OF CULVERT UNDER ASPHALT.

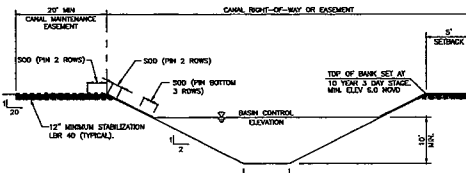
BASIN No.	B.C.E. (FT.-NOVO)	T.O.B. (FT.-NOVO)	L (FT)	BASIN No.	B.C.E. (FT.-NOVO)	T.O.B. (FT.-NOVO)	L (FT)
S-1	2.50	8.50	14.00	S-8	3.50	6.00	10.00
S-2	2.70	8.00	13.00	S-9	4.00	6.50	10.00
S-3	3.00	8.50	14.00	S-10	3.50	6.50	12.00
S-4	3.50	8.00	10.00	S-11	4.00	6.50	10.00
S-5	4.00	8.00	6.00	S-12	3.00	8.50	14.00
S-6	4.25	6.50	9.00	S-13	3.00	6.50	14.00
S-7	4.50	6.50	8.00				



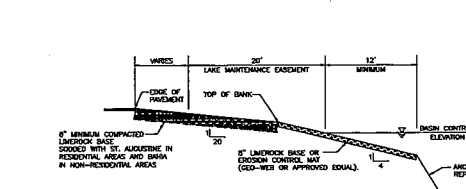
- NOTES:
1. WHERE SOIL CONDITION CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
 2. WHERE REQUIRED SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH THE LOCAL GOVERNMENTAL AGENCY.
 3. BACK OR OTHER UNDESIRABLE MATERIAL SHALL BE COMPLETELY REMOVED.
 4. WHEN THE PIPE IS LAID IN THE PREPARED TRENCH, TRUE TO LINE AND GRADE, THE PIPE BARS SHALL RECEIVE COMPRESSIVE UNIFORM SUPPORT, WHERE NECESSARY, COURSE SAND, PER ROCK OR 3/4" LIMESTONE GRAVEL SHALL BE USED TO PROVIDE UNIFORM BEARING.
 5. JOINTS MAY BE REQUIRED TO BE WRAPPED AT THE DISCRETION OF THE DISTRICT AND THE SITE CONDITIONS.



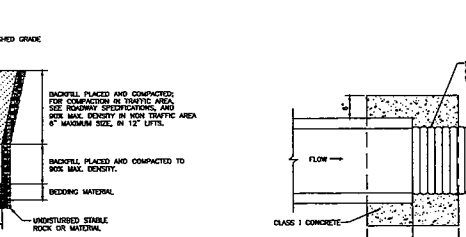
- NOTES:
1. ALL CANALS MUST HAVE A MINIMUM DEPTH OF 10" FROM CONTROL ELEVATION TO BOTTOM OF EXCAVATION.
 2. MINIMUM CANAL BOTTOM IS 10" WIDE.
 3. ALL PROPERTIES ADJACENT TO THE CANAL MUST SLOPE BACK, 50:1 AND PROVIDE AS-BUILTS TO THE ABOVE DESIGN.
 4. THERE SHALL BE NO MUCK WITHIN THE CANAL RIGHT OF WAY AND MAINTENANCE EASEMENT.
 5. 500 PPM MUST BE WOOD.



- NOTES:
1. ALL CANALS MUST HAVE A MINIMUM DEPTH OF 10" FROM CONTROL ELEVATION TO BOTTOM OF EXCAVATION.
 2. MINIMUM CANAL BOTTOM IS 10" WIDE.
 3. ALL PROPERTIES ADJACENT TO THE CANAL MUST SLOPE BACK, 50:1 AND PROVIDE AS-BUILTS TO THE ABOVE DESIGN.
 4. THERE SHALL BE NO MUCK WITHIN THE CANAL RIGHT OF WAY AND MAINTENANCE EASEMENT.
 5. 500 PPM MUST BE WOOD.



- NOTES:
1. LOCATION OF BOAT RAMPS MUST BE IDENTIFIED, INSPECTED AND APPROVED BY SEED PRIOR TO CONSTRUCTION.
 2. BOAT RAMPS SHALL BE OUTLINED BEFORE MUST BE INSPECTED AND APPROVED BY THE DISTRICT PRIOR TO INSTALLATION OF EROSION CONTROL MAT.
 3. UPON COMPLETION OF BOAT RAMP, DISTRICT MUST BE NOTIFIED FOR FINAL INSPECTION.
 4. BOAT RAMP MUST INTERSECT ADJACENT ROAD AND WATER BOAT RAMP AT 90° ANGLE, UNLESS OTHERWISE APPROVED.
 5. THE BOAT RAMPS MUST BE MINIMUM 12" WIDE.
 6. PROVIDE DROP CURB AT PAVEMENT WHERE APPLICABLE.
 7. FOR BOAT RAMP CONSTRUCTED ON AN EXISTING CANAL, A SLOPE OF 3:1 CAN BE USED FROM EDGE OF WATER UP TO TOP OF BANK.
 8. BOAT RAMPS SHALL BE CONSTRUCTED OF LIME/ROCK OR EROSION CONTROL MAT AT THE DISCRETION OF THE DISTRICT.
 9. IF SEED OPTS FOR AN EROSION CONTROL MAT, THE MAT SHALL BE FILLED WITH AT LEAST 4" OF 3/4" ROCK.



- NOTES:
1. A CONCRETE JACKET SHALL NOT BE USED TO JOIN:
 - (a) METAL PIPE OF IRREGULAR MATERIALS.
 - (b) FLEXIBLE PIPE WHEN THE MAXIMUM COVER REQUIRED IN ACCORDANCE WITH F.O.D.T. BOOK NO. 205 CANNOT BE OBTAINED.
 2. OPTIMUM FOR LANE OR CANAL CULVERT.
 3. WHEN USED FOR LANE CULVERT, JACKET SHALL BE CENTERED 6" LANDWARD OF THE BASIN CONTROL ELEVATION.

1. THE FOLLOWING GENERAL NOTES ARE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT (SEDD). THEY ARE NOT MEANT TO BE ALL INCLUSIVE. IT IS THE ENGINEER'S RESPONSIBILITY TO ADD ANY NOTES WHICH WILL INSTRUCT THE OWNER AND THE CONTRACTOR OF ANY ADDITIONAL REQUIREMENTS OF SEED.
2. THE CONTRACTOR SHALL CONTACT SEED 48 HOURS OR TWO (2) WORKING DAYS PRIOR TO ANY REQUIRED INSPECTION. TO SCHEDULE INSPECTIONS, PLEASE CALL SEED AT (954) 344-3337. SEED'S WORKING HOURS ARE FROM 8:00 AM TO 4:30 PM. MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.
3. ANY REVISIONS TO PLANS FORWARDED BY SEED MUST BE APPROVED BY SEED PRIOR TO CONSTRUCTION.
4. A PRECONSTRUCTION MEETING SHALL BE SCHEDULED AND HELD AT LEAST FIVE (5) DAYS PRIOR TO BEGINNING CONSTRUCTION.
5. A SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO SEED AFTER APPROVAL BY THE ENGINEER OF RECORD.
6. DURING CONSTRUCTION, SEED PERSONNEL WILL INSPECT THE FOLLOWING:
 - (a) INSTALLATION OF ALL UNDERGROUND DRAINAGE FACILITIES BEFORE BACKFILLING.
 - (b) BACKFILLING OF DRAINAGE TRENCHES.
 - (c) SHORING OF CANAL AND LANE BANKS FROM THE DEEP CUT TO THE UPLAND EXISTING LINE OR AS REQUIRED BY SEED.
 - (d) ANY OTHER DRAWINGS RELATED CONSTRUCTION WORK.
 RE-CORRECTIONS OR EXTRAORDINARY INSPECTIONS WILL BE SUBJECT TO ADDITIONAL FEE CHARGES BY SEED.
7. THE CONTRACTOR CONSTRUCTING OR EXCAVATING LAKES OR OTHER WATER BODIES SHALL EXERCISE EXTREME CAUTION TO ENSURE THAT THE DRAINAGE SLOPES AND DROP CUT LINES ARE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS FOR THE DEVELOPMENT. THE CONTRACTOR ON OWNED SHALL PROSECUTOR, OR AS REQUIRED BY SEED, OBTAIN A SURVEY FROM A LICENSED SURVEYOR OF THE LOCATION OF THE DEEP CUT LINES PRIOR TO FINISHING THE DRAINAGE SLOPES. THIS SURVEY SHALL BE PERFORMED PRIOR TO THE COMPLETION OF CONSTRUCTION OF ANY BUILDING PASS ADJACENT TO THE WATER BODY. IN THE EVENT THAT THE CONTRACTOR OVERLIES THE WATER BODY, THE OWNER/CONTRACTOR SHALL SUBMIT TO SEED ITS SOLUTION TO CORRECT THE OVERLIES. ANY SUGGESTED REMEDY OR CORRECTION MUST BE APPROVED BY SEED BEFORE THE CONTRACTOR BEGINS THE PROPOSED CORRECTION/REMEDY.
8. PAVING AND DRAINAGE "AS-BUILT" PLANS CERTIFIED BY THE ENGINEER OF RECORD AND APPROVED BY SEED'S ENGINEER AND DIRECTOR WILL BE REQUIRED BEFORE THE RELEASE OF THE BOND OR LETTER OF CREDIT. "AS-BUILT" SHALL BE PROVIDED AS AN OUTLET OF THE APPROVED CONSTRUCTION DRAWINGS AND AT THE SAME SCALE AS ORIGINALLY SUBMITTED. "AS-BUILT" SUBMITTALS SHALL CONFORM TO THE REQUIREMENTS OF SECTION SIX (6) OF SEED'S CRITERIA MANUAL. "AS-BUILT" MUST ALSO BE PROVIDED ON AN AUTOCAD FILE.
9. "AS-BUILT" DRAWINGS OF WATER BODIES SHALL INCLUDE THE DATA ADDRESSED IN THE "AS-BUILT" LANE SECTION IN EXHIBIT 26 OF SEED'S CRITERIA MANUAL. THE "AS-BUILT" CROSS SECTIONS SHALL BE PROVIDED AT NOT MORE THAN 100 FOOT INTERVALS AND AT ALL OUTFALL PIPES CONSTRUCTED WITHOUT HEADS.
10. SEED WILL NOT COMPLETE THE FINAL INSPECTION UNTIL THE "AS-BUILT" PACKAGE WHICH MUST INCLUDE THE ENGINEER'S CERTIFICATION AND TEST RESULTS FOR STABILIZATION OF LANE/CANAL MAINTENANCE EASEMENTS ARE RECEIVED.

- NOTE TO THE DESIGN ENGINEER FROM THE SEED DISTRICT ENGINEER:
1. REVISIONS MUST NOT BE IN CONFLICT WITH THE DISTRICT'S DESIGN CRITERIA.
 2. YOU MUST CLOUD EACH REVISION AND NOTE IT IN THE REVISION BOX BELOW.

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

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	\$ 10,332.00	\$ 10,332.00
2	Swale Grading and Restoration	1	CY	\$ 144.00	\$ 144.00
3	Erosion & Pollution Control	1	LS	\$ 1,565.40	\$ 1,565.40
4	Construct 12" Stabilized Subgrade	69	SY	\$ 22.69	\$ 1,565.61
5	Construct 8" Limerock Base	64	SY	\$ 25.63	\$ 1,640.32
6	Construct 1 1/2" Type SP 9.5 Asphaltic Concrete	58	SY	\$ 26.46	\$ 1,534.68
7	Construct 5' Wide, 1" Asphalt Sidewalk	165	LF	\$ 36.73	\$ 6,060.45
8	Furnish and Install Grass Sod, Bahia	190	SY	\$ 5.06	\$ 961.40
9	Furnish and Install 4" thick, 12' x 12' Concrete Slab for Picnic Pavilion	16	SY	\$ 123.76	\$ 1,980.16

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

10	Furnish and Install Polygon 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>

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

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	\$ 19,202.40	\$ 19,202.40
	TOTAL Add Alternate #1:				\$ 19,202.40

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	\$ 38.84	\$ 3,767.48

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

2	Furnish and Install 8" Yard Drain	1	EA	\$ 1,498.49	\$ 1,498.49
3	Furnish and Install 2' x 2' Exfiltration Trench w/ 6" Slotted PVC	36	LF	\$ 77.42	\$ 2,787.12
4	Swale Grading and Restoration	8.33	CY	\$ 178.49	\$ 1,486.82
	TOTAL Add Alternate #2:				\$ 9,539.91

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.