

RESOLUTION NO. 2017-021

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

WHEREAS, the Town desires to complete a drainage project along SW 55th Street and SW 185th Way; and

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

WHEREAS, the Town budgeted \$109,200 for all drainage improvements in the FY 2016-2017 Town Budget and it has an approximate carryover Transportation Fund restricted fund balance available for Drainage capital projects from FY 2015-2016 in the amount of \$75,125; and

WHEREAS, on October 10, 2016, the Town advertised Invitation for Bid (IFB) 16-010 for the SW 55th Street and SW 185th Way Drainage Improvement Project; and

WHEREAS, on November 9, 2016, the Town received five (5) responses; and

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

WHEREAS, Florida Construction & Engineering Inc.'s bid tabulation, as the lowest responsible bidder, came in at \$133,516.81; and

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

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

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

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

Section 2. The Town Council hereby approves executing an Agreement in the amount of One Hundred Thirty-Three Thousand Five Hundred and Sixteen dollars and Eighty-One Cents (\$133,516.81) with Florida Construction & Engineering Inc. to complete the SW 55th Street and SW 185th Way drainage 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 approves the budget amendment for the drainage improvements as follows: increasing the Transportation Fund – Infrastructure Drainage expenditure account (101-5100-541-63260) and increasing the Transportation Fund – Appropriated Fund Balance – revenue account (101-0000-399-39900) in the amount of \$75,125, respectively for the FY 2015-2016 carryover portion only.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

[Signatures on Following Page]

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

Ranches, Florida, this 8th day of December, 2016 on a motion by

V/m Breithaupt and seconded by C/m Jablonski.

McKay
Breitkreuz
Shroeder
Jablonski
Fisikelli

yes
yes
yes
yes
yes

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

113684953.1



EXHIBIT "1"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
FLORIDA CONSTRUCTION & ENGINEERING INC.
FOR
SW 55TH STREET AND SW 185TH WAY DRAINAGE IMPROVEMENTS
IFB No. 16-010

**AGREEMENT FOR
CALUSA CORNERS PARK PHASE 1**

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

WHEREAS, the Town desires to construct the SW 55th Street and SW 185th Way Drainage Improvements ("Project"); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 16-010 on October 10, 2016 ("IFB"); and

WHEREAS, five (5) Bids were received by the Town on November 9, 2016; and

WHEREAS, the Town has adopted Resolution No. 201~~7~~-021 at a public meeting of the Town Council approving the recommended award and has selected Florida Construction and Engineering Inc. for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is Exhibit "1" and which is made a part hereof by this reference (hereinafter referred to as "Work"). This Agreement, as well as all Exhibits, the IFB, the Contractor's Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

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- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Agreement Sum (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).
- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for Calusa Corners Park Phase 1.
- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve Substantial Completion of the Work within forty-five (45) 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

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- (iv) The Town's engineer/architect of record for the Project, SW 55th Street and SW 185th Way Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

2.4.2 Given that the parties agree that time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Liquidated Damages ("LD's") – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **45 days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that 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 fifteen (15) calendar days after the date of Substantial Completion or no later than **60 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:

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Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, SW 55th Street and SW 185th Way Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of \$133,516.81 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4. Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public

property. Each progress payment shall be reduced by 15% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.

- 3.5. A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

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

Section 6: Insurance

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

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Section.

- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an **additional named insured**:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**: Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY**: Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per

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

D. ENVIRONMENTAL POLLUTION INSURANCE:

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

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with **at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits.** Notice shall be sent to:

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

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims

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investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

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

earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

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

Section 12: Sovereign Immunity

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's

Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

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

To the extent that Contractor has been provided access to or has received security sensitive information, as

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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 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
SW 55th Street and SW 185th Avenue Drainage Improvements
IFB No. 16-010

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

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

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

Section 33: Miscellaneous

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

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

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

C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 55th Street and SW 185th Avenue Drainage Improvements
IFB No. 16-010

those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 55th Street and SW 185th Avenue Drainage Improvements
IFB No. 16-010

document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

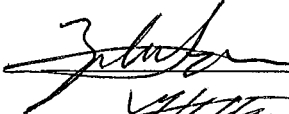
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually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

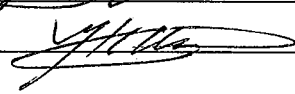
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TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 55th Street and SW 185th Avenue Drainage Improvements
IFB No. 16-010

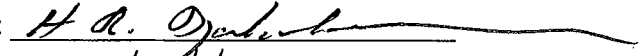
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Florida Construction & Engineering Inc., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 8th day of December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

WITNESSES:

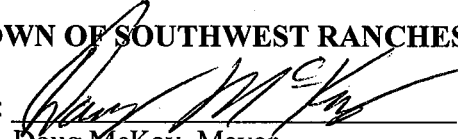




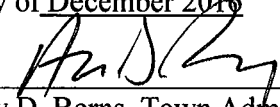
CONTRACTOR:

By: 
H.R. Dantre, Pres. (title)
8 day of Dec 2016

TOWN OF SOUTHWEST RANCHES

By: 
Doug McKay, Mayor

8th day of December 2016

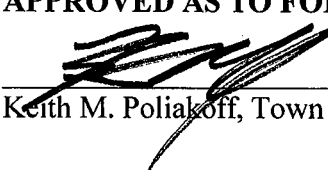
By: 
Andrew D. Berns, Town Administrator

8th day of December 2016

ATTEST:

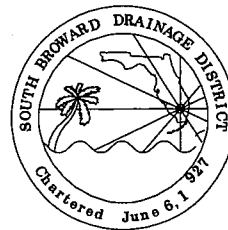

Russell Mufiz, Assistant Town Administrator / Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:


Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES & SOUTH BROWARD DRAINAGE DISTRICT S.W. 55th STREET & S.W. 185th WAY DRAINAGE IMPROVEMENTS

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



SOUTH BROWARD DRAINAGE DISTRICT
6591 SW 169th AVE.
SOUTHWEST RANCHES, FLORIDA 33331

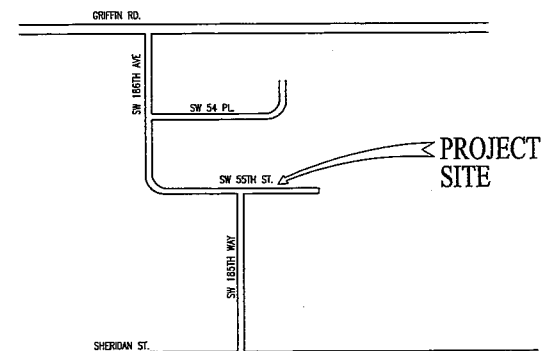


Know what's below.
Call before you dig.

DRAWING INDEX:

COVER SHEET	- 1
PAVING & DRAINAGE PLAN	- 2
PAVING & DRAINAGE PLAN 2	- 3
PAVING & DRAINAGE DETAILS & SECTIONS	- 4
PAVING & DRAINAGE DETAILS	- 5
EROSION CONTROL PLAN	- 6
EROSION CONTROL PLAN 2	- 7
EROSION CONTROL DETAILS	- 7

SITE MAP N.T.S.



LEGEND:

R/W LINE
LOT LINE
DRAINAGE CULVERT
AND INLET
PAVEMENT RESTORATION
FLOW ARROW
EXISTING PAVEMENT
/DRIVEWAY

PERMIT PLAN

THIS PLAN IS NOT A LEGAL SURVEY.

NOTES:

1) THE DRIVEWAY LOCATION, DIMENSIONS AND UTILITIES DEPICTED TO THE EAST OF 18530 SW 55TH ST. ARE APPROXIMATE AND ARE NOT BASED ON AN ACTUAL SURVEY.

2) THE ELEVATIONS SHOWN ON THE PLAN ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD).

(SEE SHEET 2 OF 7)

MATCHLINE

WEST LINE JONEL TERRACE NO. 4
PB 91-33 BCR

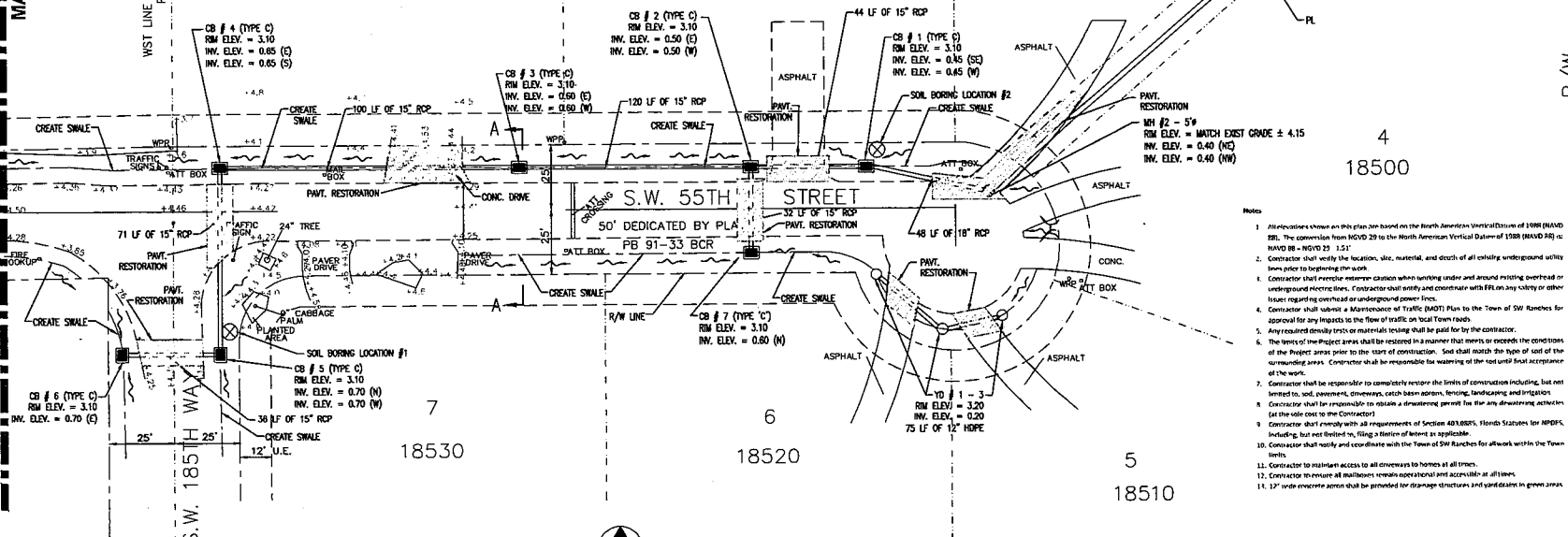
18531

18521

JONEL TERRACE NO. 4
(91-33)

18511

S.W. 184TH AVENUE
EXISTING R/W PER O.R. 6313 PG. 267



Notes:

1. All elevations shown on this plan are based on the North American Vertical Datum of 1988 (NAVD 88). The conversion from NGVD 29 to the North American Vertical Datum of 1988 (NAVD 88) is: NAVD 88 = NGVD 29 - 1.11.
2. Contractor shall verify the location, size, material, and depth of all existing underground utility lines prior to beginning the work.
3. Contractor shall exercise extreme caution when turning under and around existing overhead or underground electric lines. Contractor shall notify and coordinate with P&E on any utility or other issues regarding overhead or underground power lines.
4. Contractor shall submit a Maintenance of Traffic (MOT) Plan to the Town of SW Ranches for approval for any impacts to the flow of traffic on local roads.
5. Any required cleanup (soil or materials) testing shall be paid for by the contractor.
6. The limits of the project areas shall be restored in a manner that meets or exceeds the conditions of the project areas prior to the start of construction. See that match the type of soil of the surrounding areas. Contractor shall be responsible for watering of the soil until final acceptance of the work.
7. Contractor shall be responsible to completely restore the limits of construction including, but not limited to, sod, pavement, driveways, catch basins, storm, fencing, landscaping and irrigation.
8. Contractor shall be responsible to obtain a discharging permit for any discharging activities (at the sole cost to the Contractor).
9. Contractor shall comply with all requirements of Section 401.0005, Florida Statutes for APDES, including, but not limited to, filing a Notice of Intent to discharge.
10. Contractor shall notify and coordinate with the Town of SW Ranches for all work within the Town limits.
11. Contractor to maintain access to all driveways to homes at all times.
12. Contractor to ensure all mailboxes remain operational and accessible at all times.
13. 12" wide concrete access shall be provided for drainage structures and yard access in green areas.

PAVING AND DRAINAGE PLAN



SCALE: 1"=20'-0"

SOUTH BROWARD DRAINAGE DISTRICT
6591 SW 180th AVE
SOUTHWEST RANCHES, FL. 33331

PAVING AND DRAINAGE PLAN
SOUTHWEST RANCHES, FLORIDA
S.W. 55th ST. & S.W. 185th WAY

DRAWN BY:
J.K.S.
APPROVED BY:
K.M.H.
DATE: 8-16-2016

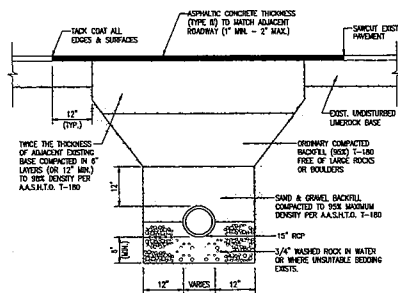


SCALE: AS NOTED
PROJECT NO.
SHEET

1 of 7

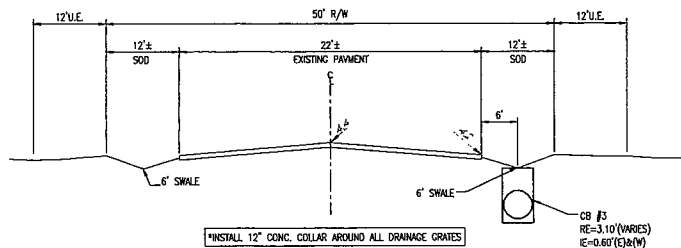


SHEET
2 of 7



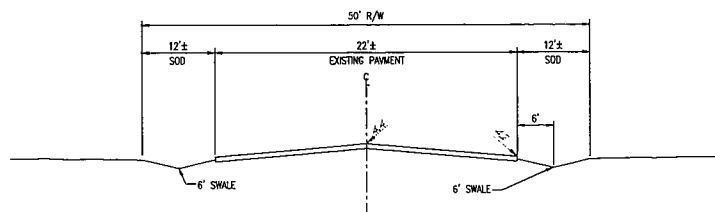
PAVEMENT RESTORATION DETAIL

NTS



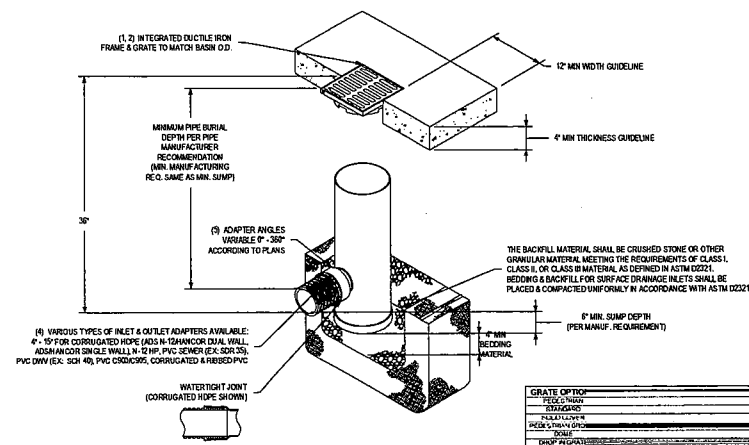
SECTION A-A

NO SCALE



SECTION B-B

NO SCALE



- 1 - GRATES/GRID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-90-03, WITH THE EXCEPTION OF THE BRONZE GRATE.
- 2 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-90-03.
- 3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE REQUIRED FOR BASIN OVER 4\"/>

15" YARD DRAIN DETAIL

SCALE: NONE

NO.	DATE	REVISION	BY	NO.	DATE	REVISION	BY

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

PAVING AND DRAINAGE DETAILS AND SECTIONS
SOUTHWEST RANCHES, FLORIDA
S.W. 55th ST. & S.W. 185th WAY

DRAWN BY:
J.K.S.
APPROVED BY:
K.B.H.
DATE: 8-16-2016

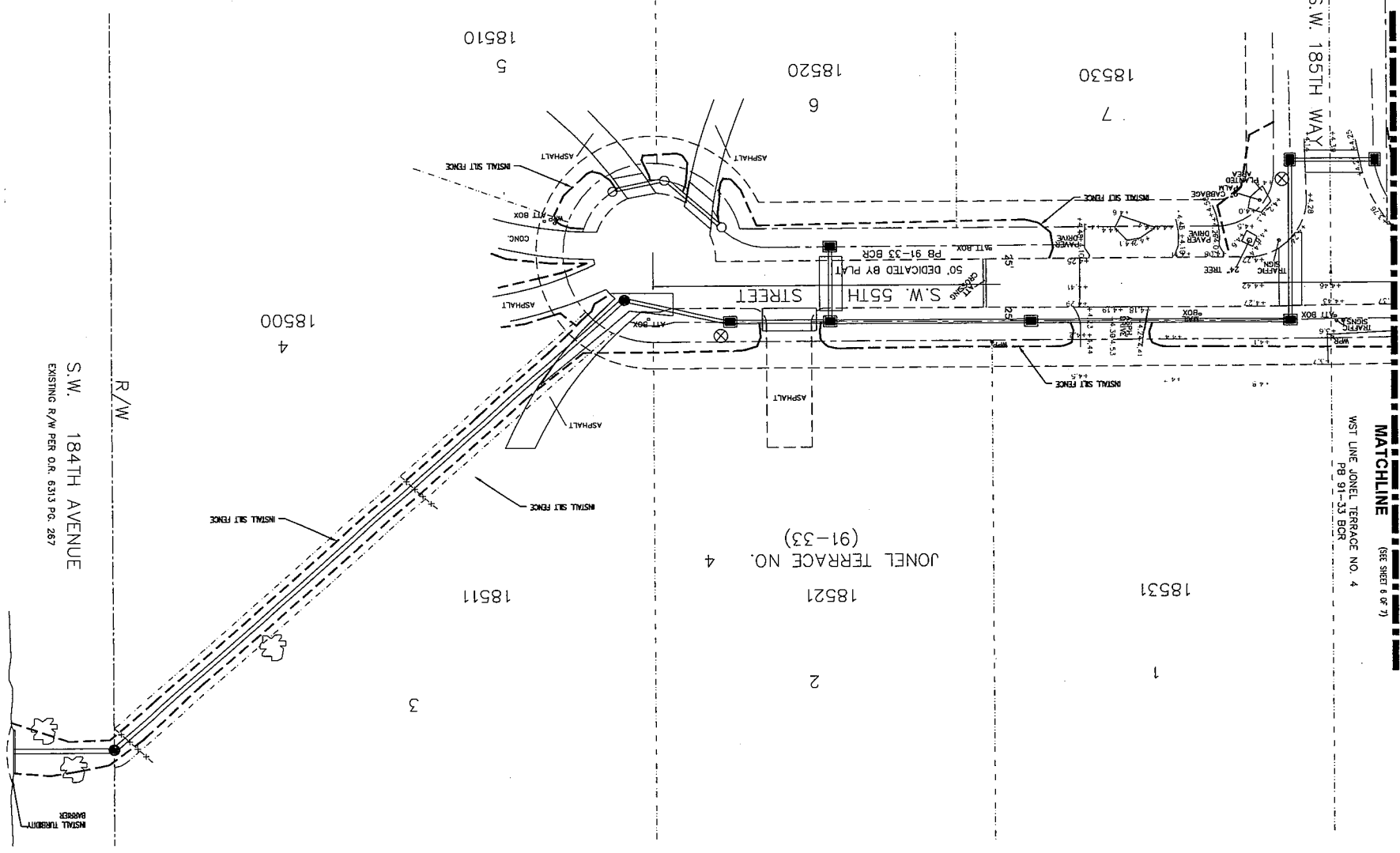


SCALE: AS NOTED
PROJECT NO.
CND FILE

SHEET
3 OF 7

EROSION CONTROL PLAN

SCALE: 1"=20'-0"



NO.	DATE	REVISION
1		

SOUTH BROWARD DRAINAGE DISTRICT
6591 SW 160th AVE
SOUTHWEST RANCHES, FL. 33331
EROSION CONTROL PLAN
SOUTHWEST RANCHES, FLORIDA
S.W. 55th ST. & S.W. 185th WAY

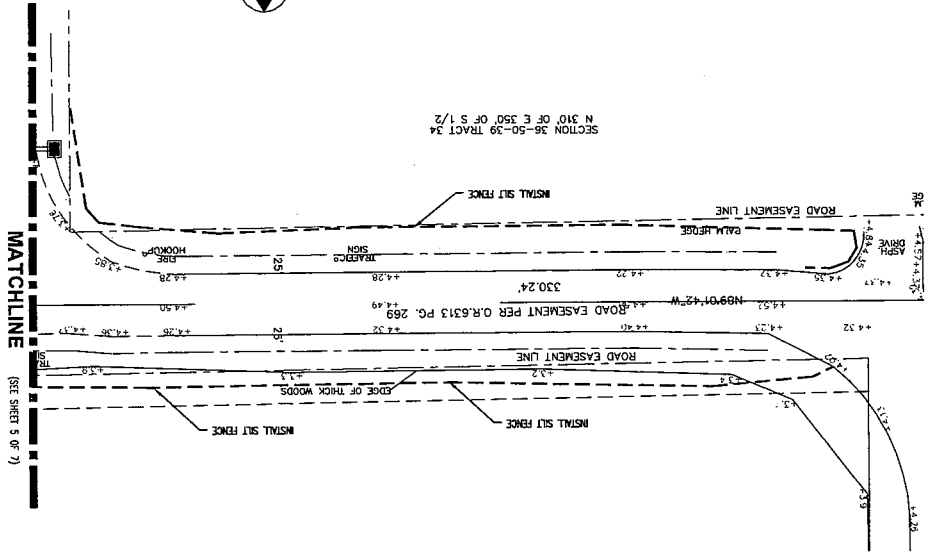
DESIGNED BY
J.K.S.
APPROVED BY
K.M.H.
DATE 8-16-2016



PROJECT NO.
AS NOTED
SHEET
5 OF 7

SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160th AVE SOUTHWEST RANCHES, FL. 33331	EROSION CONTROL PLAN SOUTHWEST RANCHES, FLORIDA S.W. 55th ST. & S.W. 185th WAY
--	--

SCALE: 1"=20'-0"



MATCHLINE (SEE SHEET 5 OF 7)



DATE: 8-16-2016
KJH
APPROVED BY:
JCS
ORIGIN BY:

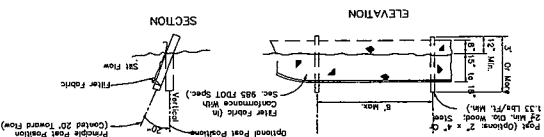
SOUTH BROWARD DRAINAGE DISTRICT
6591 SW 160th AVE
SOUTHWEST RANCHES, FL. 33331

DATE 8-16-16		PROJECT NO.	7 OF 7
JKS. ASSIGNED BY: KMH		AS NOTED	SHEET
JKS. ASSIGNED BY: KMH		OLD FILE	

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

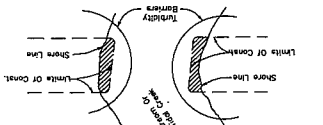


Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (L7).

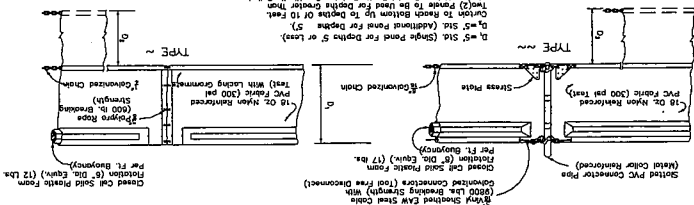


1. Fluidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocity.
3. Employment of barrier around pile locations may vary to accommodate construction operations.
4. Investigation may require augmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.

1. Fluidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocity.
3. Employment of barrier around pile locations may vary to accommodate construction operations.
4. Investigation may require augmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.



NOTICE: COMPONENTS OF TYPE3 OR TYPE4 MAY BE SUBSTITUTED ON THE PROPRIETARY RIGHTS OF THE DESIGNER. ANY MINOR ADJUSTMENT TO THE DESIGN SHALL BE THE USER'S RESPONSIBILITY. APPROVED BY THE ENGINEER.



1. Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.
2. Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 55th Street and SW 185th Avenue Drainage Improvements
IFB No. 16-010

**EXHIBIT "2" – SW 55TH STREET AND SW 185TH WAY DRAINAGE IMPROVEMENT
DRAWINGS AND / OR SPECIFICATIONS FROM SOUTH BROWARD DRAINAGE
DISTRICT, DATED, SEPTEMBER 30, 2016**

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 55th Street and SW 185th Avenue Drainage Improvements
IFB No. 16-010

EXHIBIT 3: FLORIDA CONSTRUCTION & ENGINEERING INC.'S BID

SCHEDULE OF VALUES – REVISED OCTOBER 31, 2016

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addendums, if issued, for the lump sum price shown below.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Price</u>
1.	Mobilization	LS	1	\$ <u>12,696.00</u>	\$ <u>12,696.00</u>
2.	Select Clearing	LS	1	\$ <u>4,195.78</u>	\$ <u>4,195.78</u>
3.	Install 15" RCP	LF	403	\$ <u>44.05</u>	\$ <u>17,752.15</u>
4.	Install 18" RCP	LF	432	\$ <u>48.29</u>	\$ <u>20,861.28</u>
5.	Install 12" HDPE	LF	75	\$ <u>29.87</u>	\$ <u>2,240.25</u>
6.	Install Type "C" Drainage Structure	EA	7	\$ <u>2,572.69</u>	\$ <u>18,008.83</u>
7.	Install 5' Diameter Manhole	EA	1	\$ <u>2,875.00</u>	\$ <u>2,875.00</u>
8.	Install 5' Diameter Manhole With PRB	EA	1	\$ <u>3,349.58</u>	\$ <u>3,349.58</u>
9.	Install Yard Drain	EA	3	\$ <u>1,952.52</u>	\$ <u>5,857.56</u>
10.	Install Headwall	EA	1	\$ <u>4,352.89</u>	\$ <u>4,352.89</u>
11.	Construct Roadside Swale	LF	1140	\$ <u>14.86</u>	\$ <u>16,940.40</u>
12.	Pavement Restoration	SY	290	\$ <u>39.82</u>	\$ <u>11,547.80</u>
13.	Restoration	LS	1	\$ <u>7,990.20</u>	\$ <u>7,990.20</u>
14.	Erosion/Pollution Control	LS	1	\$ <u>3,986.59</u>	\$ <u>3,986.59</u>
15.	Maintenance of Traffic	LS	1	\$ <u>862.50</u>	\$ <u>862.50</u>
Total Lump Sum Bid Price					\$ <u>133,516.81</u>
16.	Allowance Item for Utility Relocation	LS	1	\$ <u>5,000.00</u>	

RushCard
AFFIDAVIT OF UNAUTHORIZED CARD TRANSACTIONS

Please read this carefully. You are cautioned that knowingly giving a false answer may subject you to criminal prosecution for perjury. Complete and Return this within 10 business days.

INTERNAL USE ONLY: 6547638

1. I, DIANA HILLSMAN hereby state as follows:

I reside at 3360 NW 51ST ST MIAMI FL 33142-3354

My home telephone number is: (786) 812-0878

My Email Address is: hillsman.diana@yahoo.com

My card number is XXXX-XXXX-XXXX-7504

2. TO THE BEST OF MY KNOWLEDGE MY CARD WAS:

☐ CARD NEVER RECEIVED (EXPLAIN)

☒ IN MY POSSESSION WHEN DISPUTED TRANSACTIONS OCCURRED (COMPROMISED)

I never authorize these charges.

☐ LOST (date) _____

☐ STOLEN (date) _____

Name of suspect _____

Your relationship to suspect _____

Please list other items that were lost or stolen:

3. If Applicable Has a Police Report Been Filed? (This Section is Optional)

___ Yes (attach copy)

☒ No

If yes, complete the following:

Report or file number: _____

Police Department's Phone Number: _____

Detectives Name and Phone Number: _____

Card recovered ☐ Yes ☐ No

If an arrest was made, case number: _____

Name of person arrested: _____

Address of person arrested: _____

4. RushCard WAS NOTIFIED BY:

☒ Phone ___ Website ___ Mail, on 12/2/2016

Signature: _____ Date: _____

in my purse

in my mind

NA

I did not make these transactions. I never gave them authorization to charge my account

ALL additional pages MUST be signed and dated with a note stating the transactions are not authorized.

[illegible]

Date: 12/9/2016 Time: Merchant: enjoy beauty Amount: 64.00

Signature: _____ Date: _____

11. I HAVE NOT MADE MY CARD AVAILABLE TO ANYONE OTHER THAN THE FOLLOWING PERSON(S)

Name: NA Relationship: NA

Address: NA Telephone:

Reason: NA

Name: NA Relationship: NA

Address: NA Telephone:

Reason: NA

For unauthorized merchant purchases an additional customer statement may be requested to assist in the investigative process. I agree to cooperate during the investigation. This may include a personal interview and/or filing a police report. I will cooperate in the prosecution of the person(s) improperly using my card.

I certify under penalty of perjury that all of the statements I have made are true and correct.

Signature: Date:

Witness Signature: Date:

**PLEASE FAX THE COMPLETED FORM TO: 1-917-383-0567
AND/OR MAIL TO: Dispute Resolution PO Box 543000, Omaha, NE 68154**