

RESOLUTION NO. 2019-025

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

An aerial photograph of a residential neighborhood. A white rectangular label with the text "PROJECT LOCATION" is placed on the left side of the image. The image shows a grid of streets and numerous houses. Labels for "SW 53rd STREET" and "SW 54th STREET" are visible at the bottom. Other labels include "SW 52nd STREET", "SW 51st STREET", "SW 50th STREET", "SW 49th STREET", "SW 48th STREET", "SW 47th STREET", "SW 46th STREET", "SW 45th STREET", "SW 44th STREET", "SW 43rd STREET", "SW 42nd STREET", "SW 41st STREET", "SW 40th STREET", "SW 39th STREET", "SW 38th STREET", "SW 37th STREET", "SW 36th STREET", "SW 35th STREET", "SW 34th STREET", "SW 33rd STREET", "SW 32nd STREET", "SW 31st STREET", "SW 30th STREET", "SW 29th STREET", "SW 28th STREET", "SW 27th STREET", "SW 26th STREET", "SW 25th STREET", "SW 24th STREET", "SW 23rd STREET", "SW 22nd STREET", "SW 21st STREET", "SW 20th STREET", "SW 19th STREET", "SW 18th STREET", "SW 17th STREET", "SW 16th STREET", "SW 15th STREET", "SW 14th STREET", "SW 13th STREET", "SW 12th STREET", "SW 11th STREET", "SW 10th STREET", "SW 9th STREET", "SW 8th STREET", "SW 7th STREET", "SW 6th STREET", "SW 5th STREET", "SW 4th STREET", "SW 3rd STREET", "SW 2nd STREET", "SW 1st STREET".

A horizontal scale bar with tick marks at 0, 300, and 600 feet. The text "SCALE BAR" is centered below the bar.

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C-04	SITE PLAN
C-05 THRU C-06	DETAILS
C-07	SIGNING AND PAVEMENT MARKING

[illegible]

GENERAL NOTES

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

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

ABBREVIATIONS AND ACRONYMS:

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

ABBREVIATIONS AND ACRONYMS: (CONT'D)

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

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SIGNS
		UTILITY POLES

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Designed: _____
Drawn: _____
Checked: _____

By: _____
Date: _____

Revisions: _____

No. _____

60255.08

ERDMAN
ANTHONY

FRONTIER TRAILS PARK
SOUTHWEST RANCHES, FLORIDA

LEGEND/ABBREVIATIONS
AND GENERAL NOTES

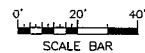
DANA I GILLETTE
FL PE 41913

Sheet Reference
Number
C-02

Sheet _____ of _____



NOTES:
 SEE BOUNDARY SURVEY TITLED "FRONTIER TRAILS" DATED 3/08/04
 PROVIDED BY:
WINNINGHAM & FRADLEY, INC.
 1400 N. W. 10th Ave., Suite 200
 Fort Lauderdale, FL 33304
 ELEVATIONS SHOWN ARE REFER TO NORTH AMERICAN
 VERTICAL DATUM (1988), THE CONVERSION FROM
 N.A.V.D. (1988) TO N.G.V.D. (1929) IS N.A.V.D.
 (1988) + 1.51' = N.G.V.D. (1929).
 BOUNDARY SURVEY REFERENCES BENCH MARK:
 BROWARD COUNTY BENCH MARK NO. 1366,
 ELEVATION 9.26 N.A.V.D.



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Designed: _____
 Drawn: _____
 Checked: _____

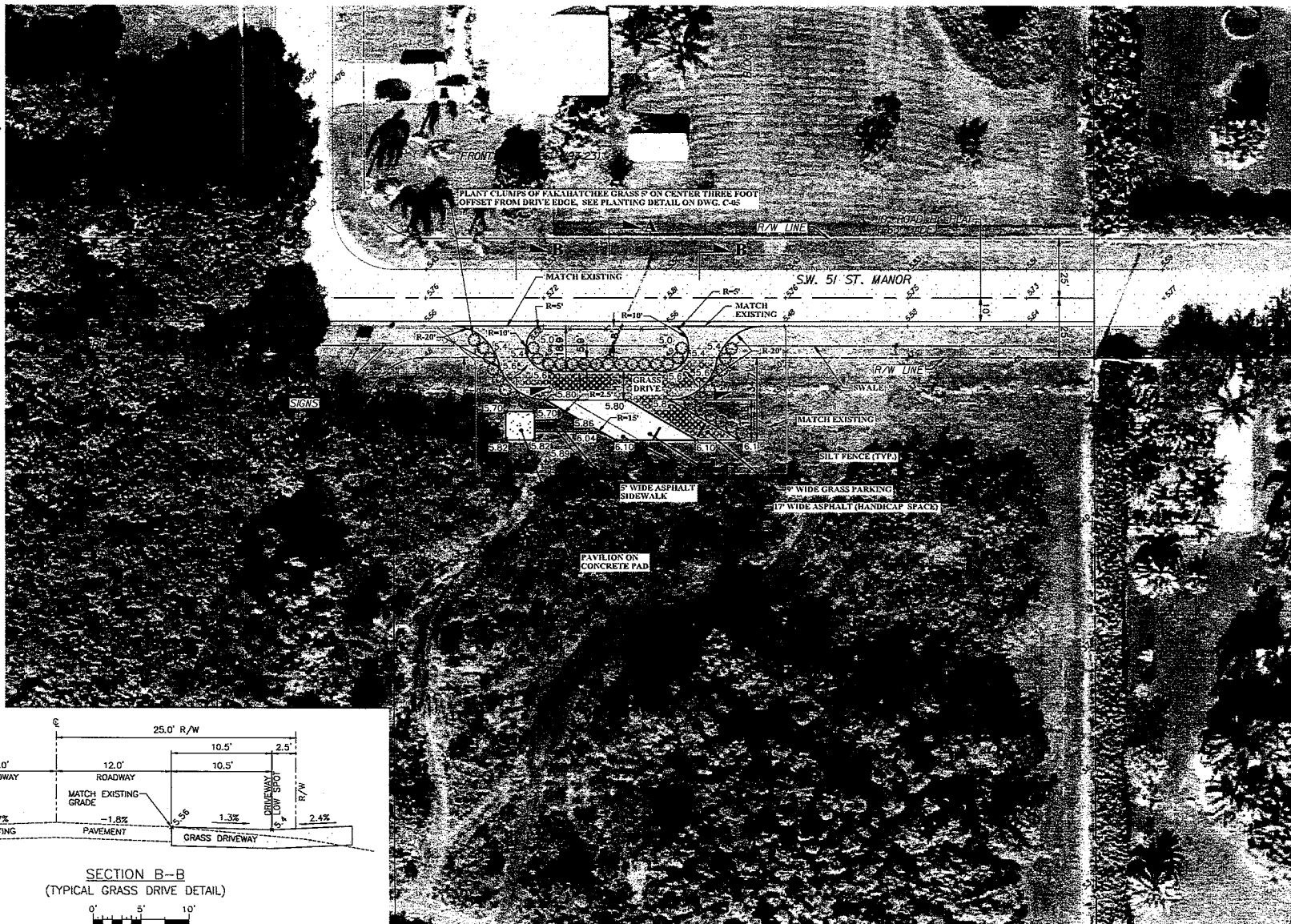
No.	Revisions	Date	By

60255.08
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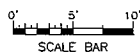
FRONTIER TRAILS PARK
 SOUTHWEST RANCHES, FLORIDA
 EXISTING CONDITIONS

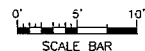
DANA I. GILLETTE
 FL PE 41913

Sheet Reference
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 C-03
 Sheet _____ of _____



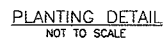
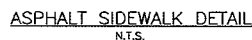
SECTION B-B
(TYPICAL GRASS DRIVE DETAIL)

[illegible]



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

SILT FENCE DETAIL
N.T.S.

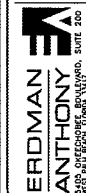


1. ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A SECURELY COVERED METAL DUMPSTER. THE DUMPSTER SHALL MUST ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS SHALL BE STORED IN A SECURELY COVERED METAL DUMPSTER. ALL TRASH AND CONSTRUCTION DEBRIS SHALL BE STORED IN A SECURELY COVERED METAL DUMPSTER. THERE IS NO OVERFLOW. TRASH SHALL BE HAULED TO AN AUTHORIZED/PERMITTED LANDFILL FACILITY. ALL PERSONNEL SHALL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE OF WASTE DISPOSAL.
2. ALL HAZARDOUS WASTE MATERIAL SHALL BE DISPOSED OF IN A MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS. ALL PERSONNEL SHALL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE OF WASTE DISPOSAL.
3. ALL SANITARY WASTE SHALL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF TWICE PER WEEK BY THE LICENSED SANITARY COMPANY, AS REQUIRED BY LOCAL REGULATIONS.
4. ALL ON-SITE VEHICLES AND TANKS SHALL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO PREVENT LEAKS. ALL FUEL TANKS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS, WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ON-SITE SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. ALL ABOVE GROUND TANKS FOR FUELING SHALL BE SECONDARILY CONTAINED.
5. ANY PESTICIDE AND HERBICIDE USAGE SHALL BE BY STATE LICENSED APPLICATORS.
6. FERTILIZERS USED SHALL BE APPLIED ONLY IN THE MINIMUM AMOUNT RECOMMENDED BY THE MANUFACTURER. IF STORED ON-SITE, COVERED STORAGE SHALL BE PROVIDED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRASHED AND TRASHED MATERIALS SHALL BE SEPARATELY DISPOSED.
7. ALL PAINT CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT SHALL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT SHALL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURERS' INSTRUCTIONS OR STATE OR LOCAL REGULATIONS.
8. WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED, THE ACCUMULATED SEDIMENT SHALL BE REMOVED FROM IN AND AROUND ALL INLETS AND CATCH BASINS.
9. NON-STOREMATERIAL DISCHARGES (AS PROVIDED IN PART IV.A.3 PER DOCUMENT NO. 62-621.300(A)(A)) SHALL NOT CAUSE EROSION OR CREATE TURBIDITY WITHIN THE RECEIVING BODY AND SHALL BE IN COMPLIANCE WITH REGULATORY REQUIREMENTS. THESE REQUIREMENTS INCLUDE: PROPERLY MAINTAINED EROSION CONTROL MEASURES, PROPER FLOWING, SLOPE CONTROL, IRRIGATION DRAINAGE AND AIR CONDITIONING CONDENSATE AND WATER USED TO SPRAY OFF ROADWAYS SHALL BE USED FOR A MORE THOROUGH CLEANING, INCLUDING THE USE OF DETERGENTS OR OTHER CLEANERS IS NOT PERMITTED).
10. ALL DISTURBED AREAS SHALL BE STABILIZED WITH BARRA SOIL IN ACCORDANCE WITH FDOT SPECIFICATIONS 104-6.4.

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

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

60255.08



FRONTIER TRAILS PARK
SOUTHWEST RANCHES, FLORIDA

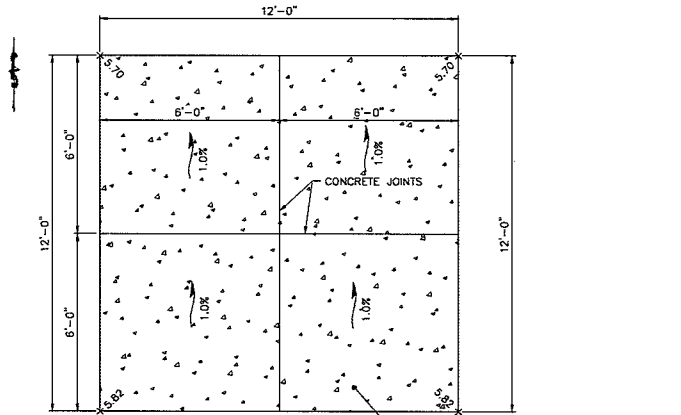
DANA I GILLES
FL. PE 41913

Sheet Reference Number
C-05

PAVING AND DRAINAGE NOTES:

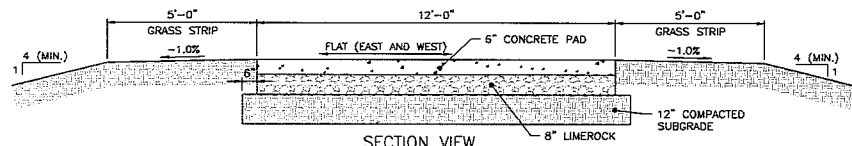
- CLEARING AND GRUBBING - WITHIN THE LIMITS OF CONSTRUCTION, ALL VEGETATION AND ROOT MATERIAL SHALL BE REMOVED.
- UNSATURABLE SOILS - WHEN VEGETATION, DEBRIS, CONCRETE, MUCK, PEAT OR OTHER UNSATURABLE MATERIAL ARE ENCOUNTERED, THEY SHALL BE COMPLETELY REMOVED FROM THE CONSTRUCTION AREA. WHEN GUMBO OR OTHER PLASTIC CLAYS ARE ENCOUNTERED, THEY SHALL BE REMOVED WITHIN THE CONSTRUCTION AREA ONE FOOT BELOW THE SUBGRADE EXTENDING HORIZONTALLY TO THE EDGE OF THE PAVEMENT.
- COMPACTED SUBGRADE - 12" MINIMUM THICK, SUBGRADE SHALL BE UNIFORMLY GRADED CLEAN MATERIAL COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180.
- BASE -
 - (LIMEROCK) - APPROVED LOCAL LIMEROCK BASE MATERIAL SHALL HAVE A LIMEROCK BEARING RATIO (LBR) 100 AND SHALL BE COMPACTED TO NOT LESS THAN 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180-88 SPECIFICATIONS AND AS CALLED FOR IN THE LATEST EDITION OF FOOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION SECTION 200. THE BASE SHALL BE PLACED AND COMPACTED IN TWO (2) EQUAL LAYERS.
 - (CRUSHED CONCRETE) - AN OPTIONAL BASE COURSE MATERIAL OF CRUSHED CONCRETE THAT IS FREE FROM STEEL REINFORCEMENT AND INCLUDES LESS THAN 7% ASPHALTIC PAVEMENT, GLASS FOUNDRY OR STEEL MILL SLAG, ASH OR POTTERY AND A PLASTICITY INDEX OF 3 OR LESS. CRUSHED CONCRETE SHALL CONFORM TO THE LATEST EDITION OF FOOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION SECTION 901, AND ALL ASSOCIATED SPECIFICATIONS.
- PRIME COAT - BITUMINOUS PRIME COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE LATEST EDITION OF FOOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION SECTION 300, AND SHALL BE APPLIED AT THE RATE OF 0.10 GALLONS/SQUARE YARD, UNLESS A LOWER RATE IS APPROVED BY THE ENGINEER.
- TACK COAT - BITUMINOUS TACK COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE LATEST EDITION OF FOOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION SECTION 300, AND SHALL BE APPLIED AT THE RATE OF 0.08 GALLONS/SQUARE YARD, UNLESS A VARIATION IN RATE IS APPROVED BY THE ENGINEER.
- SURFACE COURSE - TYPE S-III ASPHALTIC CONCRETE OR SUPERPAVE 9.5 SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FOOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, SECTION 334.
- SAW CUTS - ALL PAVEMENT CONNECTIONS TO EXISTING PAVEMENT SHALL BE MADE WITH A STRAIGHT SAW CUT OF THE EXISTING PAVEMENT.
- CONCRETE - CONCRETE USED ON SITE SUCH AS CURBS, SIDEWALKS, RETAINING WALLS, ETC. SHALL DEVELOP A MINIMUM 2500 PSI, 28 DAYS COMPRESSIVE STRENGTH.
- CONCRETE - ALL CONCRETE SHALL REQUIRE 6" THICK CONCRETE. WALKS SHALL COMPLY WITH THE LATEST EDITIONS OF FOOT DESIGN STANDARDS INDEX 310 AND 304 AND FOOT STANDARDS SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION SECTION 522.
- ALL DIMENSIONS AND RADI ARE TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHOWN TO BUILDINGS ARE TO OUTSIDE FACE OF BUILDING.
- CONTRACTOR SHALL SAWCUT, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING.
- GRASS - INSTALL 1-1/4" OF TOPSOIL AND BAHIA SOD IN ACCORDANCE WITH FOOT SPECIFICATIONS 991.

- ALL SOD TO BE ARGENTINE BAHIA, OR AS OTHERWISE NOTED, FREE OF PEST-, DISEASE-, AND WEED-INFESTATION OR STRESS.
- SOD SHALL BE PLACED OVER WEED-FREE, FINE-GRADED AND HAND-RAKED AREAS. GROUND SHALL BE FREE OF ALL DEBRIS, VISIBLE ROCKS, AND LOW OR HIGH SPOTS. SOD SHALL BE LAID WITH TIGHT JOINTS, THEN TAMPED OR ROLLED AND TOP-DRESSED WITH LAWN SAND.
- ON SLOPES EXCEEDING 3:1, PLACE LENGTH OF SOD PERPENDICULAR TO SLOPE DIRECTION. PEG SOD OR OTHERWISE ENSURE ITS ESTABLISHMENT ON SLOPES. WHERE SOD MEETS A MULCHED BED, THE CUT EDGE SHALL BE EVEN AND SHARP.
- SOD LEVEL SHALL NOT IMPEDE WATER FLOW FROM ADJACENT SURFACES. IN AREAS WHERE PAVED SURFACES ADJUT SOD OR MULCH, THE FINAL GRADE LEVEL OF BOTH SURFACES SHALL BE LEVEL.
- WATERING: CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING TURFGRASS SOD IMMEDIATELY DURING AND AFTER INSTALLATION TO PREVENT DRYING. IT SHALL THEN BE THOROUGHLY IRRIGATED TO A DEPTH SUFFICIENT THAT THE UNDERSIDE OF THE NEW TURFGRASS SOD PAD AND SOIL, IMMEDIATELY BELOW THE TURFGRASS SOD ARE THOROUGHLY WET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ADEQUATE WATER AVAILABLE AT THE SITE PRIOR TO AND DURING INSTALLATION OF THE TURFGRASS SOD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SODDED TURFGRASS AND OTHER PLANTED AREAS UNTIL THE DATE OF FINAL COMPLETION AS APPROVED BY THE TOWN.



PLAN VIEW

INSTALL PYLON BY PORTER CORP. 12' x 12' SQUARE PAVILION ON CONCRETE PAD WITH TONGUE/GROOVE STANDING SEAM ROOF AND NON-VENTLESS CUPOLA PHONE # 1-616-888-3500

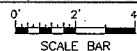


SECTION VIEW

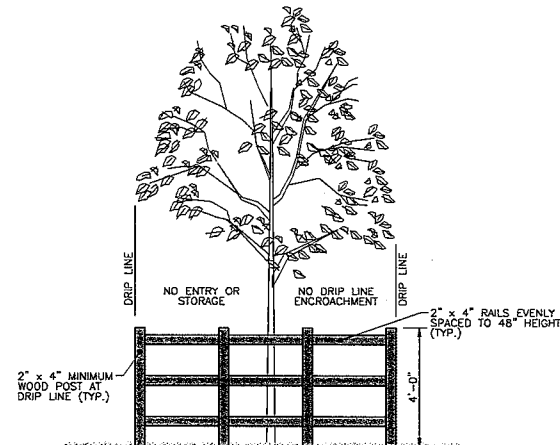
NOTES:

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

CONCRETE PAD DETAIL



SCALE BAR



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.

TREE PRESERVATION BARRICADE FENCING DETAIL

N.T.S.

ALL WORK SHOWN ON THIS DRAWING IS THE PROPERTY OF THE TOWN OF FRONTIER, ARIZONA. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE TOWN OF FRONTIER, ARIZONA. © 2018 Frontier Ariz.

Designed: By: _____
Drawn: _____
Checked: _____

No.	Revisions	Date	By

60255.08

ERDMAN
ANTHONY
P.O. BOX 10000, BIRMINGHAM, AL 35207
(205) 944-1111
FAX (205) 944-1112

FRONTIER TRAILS PARK
SOUTHWEST RANCHES, FLORIDA
DETAILS

DANA J. GILLETTE
FL. REG. 41913

Sheet Reference
Number
C-06
Sheet _____ of _____

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

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

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

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

Ranches, Florida, this 28th day of February, 2019 on a motion

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

McKay *yes*
 Jablonski *yes*
 Fisikelli *absent*
 Hartmann *yes*
 Schroeder *yes*

Ayes *4*
 Nays *0*
 Absent *1*
 Abstaining *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



EXHIBIT "A"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
P.H.I. CONSTRUCTION, INC.
FOR
FRONTIER TRAILS PARK
IFB No. 19-001

AGREEMENT FOR
FRONTIER TRAILS PARK

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

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

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

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

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

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Contract Price (as defined below). Furthermore, all costs for the

proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).

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

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

FRONTIER TRAILS PARK

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred and fifty (150) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
 - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
 - (iii) All Work has been completed; and
 - (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.4.2 Given that the parties agree that time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Liquidated/Delay Damages ("LD's") – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to and paying

rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **one hundred and fifty (150) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall at the Town's sole option, be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town, at its sole option, shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

Contractor shall achieve final completion of the Work within **thirty (30) days after the date of Substantial Completion or no later than one hundred and eighty (180) days from the issuance of the Notice to Proceed** ("Final Completion Date"). Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

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

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of \$59,324.90 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part

of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.

- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5 A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of

the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent,

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

Section 6: Insurance

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

C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. **ENVIRONMENTAL POLLUTION INSURANCE:**

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

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

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

And

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

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

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all

documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

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

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

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

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

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

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

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

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

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

George Morris
PHI Construction, Inc.
12555 Orange Drive, Suite 4093
Davie, FL 33331

Section 33: Miscellaneous

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

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

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

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

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. **Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any

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

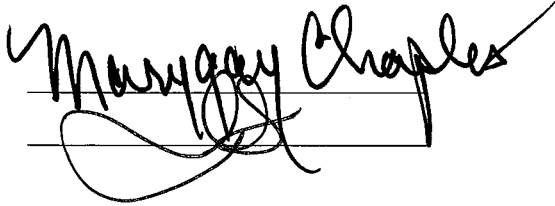
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their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

[Signatures on next page]

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

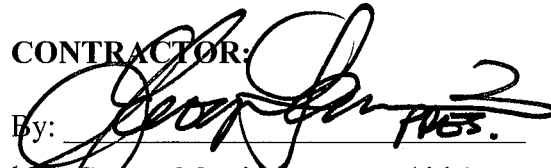
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: PHI Construction, Inc., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 28th day of February 2019.

WITNESSES:



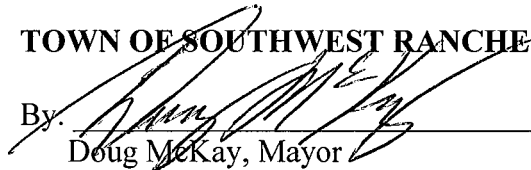
Marygay Charles

CONTRACTOR:

By: 

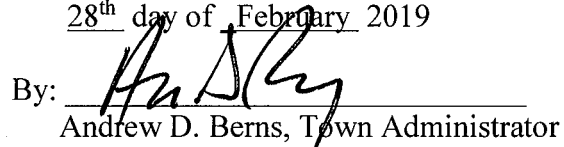
George Morris, _____ (title)
____ 28th day of February 2019

TOWN OF SOUTHWEST RANCHES

By: 

Doug McKay, Mayor

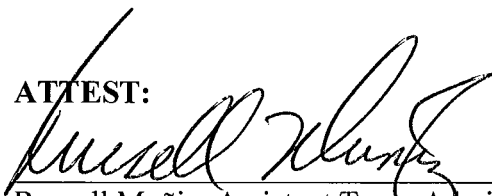
____ 28th day of February 2019

By: 

Andrew D. Berns, Town Administrator

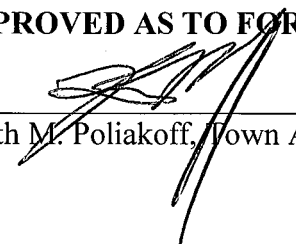
____ 28th day of February 2019

ATTEST:



Russell Muñoz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:



Keith M. Poliakoff, Town Attorney