Southwest Ranches Council

Mayor Steve Breitkreuz Vice Mayor David S. Kuczenski Jim Allbritton Bob Hartmann Gary Jablonski



Town Administrator Russell Muñiz

INVITATION FOR BIDS

IFB No 24-002

Town of Southwest Ranches Is seeking bids for:

Dykes Road Piping – Federal Grant Funded ARPA Project

Date issued/available for distribution: Thursday, July 11, 2024

Bidder shall submit ONLINE using the https://www.demandstar.com E-bidding platform. The complete submittal must be received by the Procurement Officer no later than **Wednesday**, **August 14**, **2024**, **at 11:00 a.m. local time**. See Section 1.6 for submission instructions.

Non-Mandatory Pre-Bid Conference: Wednesday, July 24, 2024, at 11:00 a.m. local time. See Section 1.3, of this IFB for information on the Pre-Bid Conference.

CAUTION

Amendments to this Invitation For Bids will be posted on the Southwest Ranches website Procurement page, which can be accessed at https://www.southwestranches.org/procurement. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on the system. It is bidder's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for submission of bids.

Southwest Ranches shall not be responsible for the completeness of any IFB document, amendment, exhibit, or attachment that was not downloaded from the system or obtained directly from Procurement.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

NOTICE TO CONTRACTORS

The Town of Southwest Ranches, Florida, hereinafter referred to as the "TOWN", will receive sealed Bids in response to this Invitation For Bids (IFB) together with the information and documents required and as referenced herein and any other information relative to expertise or proficiency of the Bidder, via the https://www.demandstar.com E-bidding platform, until 11:00 a.m., local time, and opened on Wednesday, August 14, 2024, for all material, labor, equipment and supplies necessary for the:

IFB 24-002 Dykes Road Piping – Federal Grant Funded ARPA Project

To better manage document disbursement for the bid process, the Town will make bid documents available on the Southwest Ranches website Procurement page which can be accessed at:

https://southwestranches.org/procurement

To review the bid documents for this project, go to the above URL and click on the project hyperlink. The documents for this project are also available at https://www.demandstar.com. Contractors may download and print the bid documents or contact Christina Semeraro, Town Procurement Officer at (954) 434-7467 or e-mail csemeraro@southwestranches.org.

All bids shall be submitted in accordance with General Provision Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Non-Mandatory Pre-Bid Conference will be held on Wednesday, July 24, 2024, at 11:00 a.m., via Microsoft Teams Meeting, the link to attend is accessible on the Town website calendar and the https://www.demandstar.com E-Bidding Platform.

Responses to this IFB 24-002 must be submitted online ONLY at https://www.demandstar.com E-bidding platform. A public opening will take place at 11:00 a.m., local time, on Wednesday, August 14, 2024. in the Town's main conference room located at Town Hall on the same date. Facsimile submittals will not be accepted. Any responses to this IFB received after 11:00 a.m. local time on Wednesday, August 14, 2024, will NOT be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

Prior to execution of a contract, Bidder shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Bidder does not have a written non-discrimination policy, Bidder shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.30 of the Invitation for Bids.

The Town reserves the right to reject any or all responses to this IFB, to waive any or all non-material irregularities and technicalities, to re-advertise, with or without changes in the scope of work, to award a contract in whole or in part, or to take any other such actions that may be deemed to be in the best interests of the Town. The Town may, in its sole discretion, modify the insurance requirement to the extent deemed necessary or commercially reasonable.

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Invitation for Bids ("IFB") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), by and through its Financial Administrator ("Officer"). The Officer is the SOLE point of contact concerning this IFB. All communications regarding this IFB must be done through the Contact Person (See Section 1.7).

1.2 PURPOSE OF THE PROJECT

The Town is soliciting bids from qualified and experienced firms for all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable from the Contract Documents for proper completion of the construction of the proposed drainage improvements. The design of a twin 48" RCP culvert under Dykes Road south of Griffin Road extends westwards to the new receiving water in Southwest Meadows Sanctuary Park from the existing twin 48" RCP in Calusa Corners Park. The project will encompass an open trench installation under Dykes Road which will require mitigation of existing pavement, curbing, fence, and maintenance of traffic along with the installation of a new Double 48" RCP pipe, new canal digging with concrete fabric form canal erosion control protection, new guardrail and swale regrading. This project will require the successful Bidder to coordinate closely with the Town and Engineer of Record. This project is funded by the American Rescue Plan Act.

The Substantial Completion of the Project shall occur no later than <u>one hundred fifty (150)</u> <u>calendar days</u> from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than <u>one hundred eighty (180) calendar days</u> from date of issuance of the Notice to Proceed.

1.3 NON-MANDATORY PRE-BID CONFERENCE

The Non-Mandatory Pre-bid Conference will be held on **Wednesday**, **July 24**, **2024**, **at 11:00 a.m.** local time. via Microsoft Teams Meeting, in the Grand Oaks conference room at Town Hall, 13400 Griffin Road, Southwest Ranches, FL 33330; and the link to join the meeting virtually is accessible on the Town website calendar, and the http://www.demandstar.com E-Bidding Platform.

There will be a Town representative available to answer questions relative to this IFB; however, Bidders should not rely on any oral representations, statements, or explanations other than those made by this IFB or a formal Amendment to the IFB. Any questions or comments arising subsequent to the Pre-bid Conference must be presented, in writing, to the Contact Person (See Section 1.7) prior to the date and time stated in the Timetable (See Section 1.5).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

1.4 QUALIFICATIONS OF BIDDERS

All bidders to this IFB shall have demonstrated experience in on-site excavation, trenching, pipe installation, resurfacing asphalt, concrete fabric form installation, brush clearing and swale regrading, site restoration, and maintenance of traffic.

1.5 TIMETABLE

The anticipated schedule and deadline for this IFB is as follows:

Activity	Date, Time, and Location
IFB available for download on website	On or about: Thursday, July 11, 2024, at:
	http://southwestranches.org/procurement or
	Demandstar.com
Non-Mandatory Pre-Bid Conference	11:00 a.m. local time, Wednesday, July 24, 2024,
·	via Microsoft Teams Meeting, the link is accessible
	on the Town website calendar and the
	Demandstar.com E-Bidding Platform
Deadline for Submission of Written	11:00 a.m. local time Wednesday, July 31, 2024,
Comments/Questions	via e-mail to the Procurement Officer:
	semeraroc@southwestranches.org
Response to Written	11:00 a.m. local time, Tuesday, August 6, 2024
Comments/Questions	
Deadline for Submission of Bids	11:00 a.m. local time, Wednesday, August 14,
	2024, via DemandStar.com E-bidding platform
Public Opening	11:00 a.m. local time, Wednesday, August 14,
	2024, via Microsoft Teams Meeting, the link is
	accessible on the Town website calendar and the
	Demandstar.com E-Bidding Platform
Award Date	To be Determined

1.6 BID SUBMISSION

It is anticipated that sealed bids will be opened at 11:00 a.m. on **Wednesday**, **August 14, 2024**, **at 11:00 a.m.** via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the https://www.demandstar.com E-Bidding Platform.

All bids must be submitted electronically via https://www.demandstar.com E-Bidding Platform no later than Wednesday, August 14, 2024, at 11:00 a.m.

The Bid Response Forms, included in the appendix, must be signed by an officer of the proposing entity or other authorized person.

The submission of a signed bid by a bidder will be considered by the Town as constituting a legal offer by the bidder to provide services required by this IFB at the proposed price identified therein.

No bids will be accepted after the deadline for submission of bids or at any location other than via the online https://www.demandstar.com E-bidding platform.

Facsimile or email submittals will not be accepted. Bids received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is delivered or received will be resolved against the Bidder.

1.7 CONTACT PERSON

The individual designated as the "Contact Person" for the IFB is:

Christina Semeraro, NIGP-CPP, CPPO, CPPB Town Procurement Officer 13400 Griffin Road Southwest Ranches, FL 33330

Phone: 954-434-7467

Email: csemeraro@southwestranches.org

1.8 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances (ORD 22-005) establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity, and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the Town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.9 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this IFB between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2-208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this IFB and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written

recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the Bidder from further consideration. Discovery of a violation after an award by a particular Bidder shall render any IFB award to said bidder voidable by the Town, and in the Town's sole discretion.

1.10 PUBLIC OPENING

A public opening of bids will take place on **Wednesday**, **August 7**, **2024**, **at 11:00 a.m.** local time via Microsoft Teams Meeting, the link to join the meeting virtually is accessible on the Town website calendar and the https://www.demandstar.com E-Bidding Platform

The identity of the Bidders and the bid amount submitted shall be read aloud. However, no additional information set forth in the bid shall be made public until the time of a notice of an "Recommended Award" or 30 days from the Bid Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of bids, the Town will look for any unbalanced bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award a Contract to the lowest, responsive, and responsible Bidder in accordance with the terms of this IFB and the Town's Procurement Code.

In the award of a Contract pursuant to this IFB, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail, or U.S. Mail no later than **Wednesday**, **July 24**, **2024**, **at 11:00 a.m.**, to the address listed in this IFB or e-mail address listed for the Contact Person (See Section 1.7). The request must contain the reference IFB 24-002, the Bidder's name, address, phone number, and e-mail address.

Changes to this IFB, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of bids. Bidders should not rely on any representations, statements, or explanation other than those made by this IFB or in any Amendment to this IFB. Where there appears to be a conflict between this IFB and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this IFB will be posted on Town of Southwest Ranches website Procurement page which can be accessed at https://southwestranches.org/procurement/.

It is the sole responsibility of bidders to routinely check for any Amendments that may have been issued prior to the deadline for submission of bids. Town shall not be responsible for the completeness of any IFB package not downloaded from this website or obtained directly from the

Contact Person. A Bidder may verify with the designated Contact Person (See Section 1.7) that Bidder has received all Amendments to this IFB prior to the submission of its bid.

1.12 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this IFB are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any bidder to examine, inspect and be completely knowledgeable of the terms and conditions of the IFB, or any other relevant documents or matters, shall not relieve the selected Bidder from fully complying with this IFB.

The Town reserves the right to reject all or any portions of any bid, to reject all bids, to waive any informality, non-material irregularity, or technicality in any bid, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein are for bid purposes only and, will be used for tabulation and presentation of the Bid. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

1.13 NOTICE TO PROCEED

It is recommended that Contractor attend a non-mandatory pre-bid conference (See Section 1.5).

Contractor shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until contractor submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. The receipt of all necessary building and regulatory permits by contractor, if any, is a condition precedent to the issuance of a Notice to Proceed. Contractor warrants to the Town that it shall expeditiously apply for all building permits and shall thereafter, diligently, and continuously perform such work to achieve Substantial Completion and Final Completion, within the times set forth in the Agreement (See Exhibit "A"). To the extent set forth in the Agreement, the Town may, in its sole discretion and at its option, elect to impose liquidated damages or actual damages, whichever is greater, for failure to complete the work within the timeframe required (See Exhibit "A").

Contractor shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to timely perform the work in accordance with the schedule included in the Agreement. If contractor falls behind the progress schedule, Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of work as may be required, at no additional cost to the Town.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Bidders guarantee their commitment, compliance, and adherence to all requirements of this IFB by submission of their bids.

2.2 MODIFIED BIDS

Bidders may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for submission of bids specified in the IFB Timetable (See Section 1.5). The Town will only consider the latest bid submitted.

2.3 WITHDRAW OF BID

A bid may be withdrawn, only by written notification to the Town, prior to the opening of bids. (See Section 1.5). After the opening of bids, they shall be irrevocable for a period of one hundred twenty (120) days. Unless withdrawn, as provided in this subsection, a bid shall be irrevocable until the time that a Contract is awarded. Bidders who unilaterally withdraw a bid without permission of the Town before 120 days have elapsed from the date of the opening of bids may be debarred and are subject to forfeiture of the Bid Security.

2.4 LATE BID, LATE MODIFIED BID

Bids and/or modifications to bids received after the deadline for submission of bids specified in the IFB Timetable (See Section 1.5) shall not be considered.

2.5 IFB POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this IFB to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all bids; commence a new solicitation process; postpone or cancel this IFB process; and/or waive any non-material irregularities in this IFB or the bids received as a result of this IFB. In addition, the Town of Southwest Ranches Council may reject any bid prior to award.

Failure on the part of the awarded Bidder to comply with the terms of this IFB, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Bid security. In that event, the Town may proceed to award the contract to the next lowest, responsive, and responsible Bidder, or to re-advertise the project, in its sole discretion when deemed to be in the best interests of the Town.

2.6 COSTS INCURRED BY BIDDERS

All expenses incurred with the preparation and submission of bids to the Town, or any work performed in connection therewith, shall be borne by the bidder.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, bids will be available for public inspection after the opening of bids, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.8 RIGHT TO PROTEST

For purposes of this IFB, the term "Purchasing Code" shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this IFB by reference ("Bid Protest"). By responding to this IFB, all bidders agree that the Bid Protest procedures set forth in the Code are applicable to this IFB and shall comply with said procedures.

Any bidder may protest any Recommendations for Award of the Contract in accordance with Protest Procedures (ORD 22-005) by submitting a written protest with the required fee within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Senior Procurement and Budget officer at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

The bidder shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Bidder's facilities to determine their capability of meeting the requirements for this IFB and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Bidder, including the financial position, experience, staffing, equipment, materials, references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.10 AWARD

The Town intends to award a contract to the lowest, responsive, and responsible Bidder whose bid meets the requirements of this IFB, and in accordance with the Town's Procurement Code.

2.11 WRITTEN CONTRACT

The successful Bidder shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this IFB, the accepted Bid, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this IFB. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.12 ASSIGNMENT

This IFB and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.13 CANCELLATION

Failure on the part of the awarded Bidder to comply with the terms of this IFB, to execute and deliver any required Contract Documents, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Bidder with the next highest ranking by the selection committee, or to re-advertise the IFB in its sole discretion whenever deemed in the best interests of the Town.

2.14 RELATION TO PARTIES

It is understood and agreed that nothing contained in this IFB, or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an independent contractor and is to have entire charge, control, and supervision of the Work to be performed hereunder.

2.15 COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this IFB, and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.16 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

2.17 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney 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.

2.18 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this IFB or any Contract awarded.

2.19 DEFAULT PROVISION

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

2.20 GOVERNING LAW

The validity of this IFB and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this IFB or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.21 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this IFB. Any default under this IFB shall subject Bidder to liability for any and all damages to Town caused thereby. Bidder agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.22 REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform, and Contractor shall have fourteen (14) days to cure such failure, or such time as set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

2.23 PUBLIC RECORDS LAW

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 bid 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.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

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 the Contractor's possession 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: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this IFB. 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.

2.24 CONTRACT PROVISIONS (EXHIBIT "A")

- <u>2.24.1 Agreement</u>. The selected bidder will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.
- 2.24.2 Authorization to Sign. In addition to executing the Agreement, the selected bidder will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected bidder is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected bidder is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.25 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Bidder, his agents, subcontractors, or any person the Bidder utilizes in the completion of his contract. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.26 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected bidder to provide certified copies of all insurance policies specified in the Agreement (Exhibit "A"). The selected bidder shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit "A"). Failure to maintain the required insurance shall be considered a

material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected Bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected bidder under the Agreement.

2.27 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES Attn: Russell Muñiz, Town Administrator 13400 Griffin Road. Southwest Ranches, FL 33330

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the bidder and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Bidders are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a bid protest or sue the Town by virtue of such cancellation or rescission.

2.28 SECURITY AND BONDING REQUIREMENTS

2.28.1 Bid Security. Simultaneous with the delivery of an executed Bid to the Town, Bidders shall furnish a Bid Security in an amount equal to five percent (5%) of the total gross amount of the bid. The Bid Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's Check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Bid Security with the Bid at the time of Bid opening shall automatically disqualify the Bidder as non-responsive.

2.28.2 Performance and Payment Bonds. The successful bidder shall furnish an acceptable surety bond in an amount equal to one hundred (100%) percent of the contract value, as security for faithful performance of order(s) awarded as a result of this bid and for the payment of all persons performing labor, and on their furnishing material in connection therewith. Under no circumstances shall the successful bidder begin work until they have supplied the Town a Construction Bond recorded with Broward county.

Simultaneous with the delivery of the executed contract form, the Contractor shall furnish to the Town executed Performance and Payment Bonds each in the amount equal to one hundred percent (100%) of the Contract value, as security for the faithful and timely performance of the Work under the Contract and for the payment of all persons furnishing labor, materials, services, and/or equipment in connection with the Work. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants (as defined by section 713.01, Florida Statutes) for all labor, materials, services, and equipment used directly or indirectly, or reasonably required for use, in the performance of the contract, and shall fully indemnify and save harmless the Town and its agents for all costs and damages it may suffer by reason of Contractor's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Bonds shall be in a form acceptable to the Town and as prescribed by section 255.05, Florida Statutes.

<u>2.28.3 Qualifications of Surety</u>. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and the Bidder shall provide satisfactory evidence to document such fulfillment:

- a. The surety company is licensed to do business in the State of Florida.
- b. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
- c. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time that this Invitation for Bids was issued.
- d. The surety company is otherwise in compliance with the provision of the Florida Insurance Code.
- e. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
- f. Each bond shall contain all provisions required by §255.05, Florida Statutes.
- g. Each bond shall be issued by a Florida agent.

2.28.4 Duration of Bonds. The Performance Bond shall guarantee all work and materials furnished under the Contract including losses resulting from defects in the materials or improper performance of Work under the Contract that may appear or be discovered during performance of the Work or during any applicable warranty period after completion of all Work, and for latent defects, during the time periods set forth in section 95.11(3)(c), Florida Statutes. The Payment Bond shall stay in effect until the time required by section 255.05, Florida Statutes, for the making

of claims under such Bond, or when all claimants submitting valid claims have been paid, whichever is later.

2.28.5 Non-compliance. An awarded Bidder's failure to timely deliver an executed Contract, and any Performance Bond, Payment Bond, and Insurance Certificates required by the terms of this Invitation for Bids, all in forms acceptable to the Town, shall result in the cancellation of any Contract and the Bidder's forfeiture of any and all bid securities.

2.29 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any bidder by virtue of this IFB or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a bidder, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.30 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNIT

No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers.

2.31 SUPPLEMENTAL WAGE REQUIREMENTS

- 5.13.2 The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.
- 5.13.3 All mechanics, laborers, and apprentices employed or working on the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.
- 5.13.4 If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the Town Manager for final determination, which shall be binding.
- 5.13.5 In the event the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which

there has been a failure to pay said required wages; and (2) contract with another party perform the Work or portion thereof to completion. Whereupon Contractor and its Sureties shall be liable to Town for any all costs incurred by Town to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

- 5.13.6 Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.
- 5.13.7 Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.
- 5.13.8 The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by this Contract.
- 5.13.9 If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2.32 DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Contract is exempt under Section 16½-157(c), Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157, Broward County Code of Ordinances, for the duration of this Contract, and the contract language referenced in Section 16½-157 is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling Town to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor from doing business with Town.

2.33 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Town, the selected Bidder shall submit a completed DOIA within a reasonable time, as requested. If the selected Bidder fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.34 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their bids, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.35 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Bidder shall complete the attached Sworn Statement on Public entity Crimes and submit it with its bid.

2.36 RESPONSIBLE VENDOR DETERMINATION

Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.37 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false

certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

SECTION 3 BID REQUIREMENTS

3.1 BID FORMAT AND CONTENT

- 5.1.1 <u>Format</u>. The electronic copy of the bid must be uploaded to http://www.demandstar.com E-bidding platform. Bids should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.
- 5.1.2 <u>Technical Bid.</u> Bids must contain all of the documents included in the appendix, each fully completed, signed, and notarized, as required. Failure of a bidder to provide the required information is considered sufficient cause to deem the bid non-responsive.

Bidders must use the Bid form(s) furnished by the Town and included in the appendix of the IFB. Failure to do so may cause the Bid to be rejected. Removal or replacement of any of the Bid documents may invalidate the Bid.

All items should be submitted as a part of the bid prior to the deadline for submission of bids (See Section 1.5); however, if the item(s) marked by an asterisk (*) are omitted, the Bidder must submit such item(s) upon request from the Procurement Officer within a time frame specified by the Procurement Officer (normally within two (2) business days of request) or the bid shall be deemed non-responsive. All other items must be submitted with the bid, or it shall be deemed non-responsive.

The Town reserves the right to request additional information to be used for evaluating responses received from any or all Bidders, including, but not limited to, additional references or financial information. Further, the Town retains the right to disqualify from further consideration any bidder who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Town reserves the right, at its sole discretion, to waive any minor irregularity relating to the bid. Upon request, it shall be the responsibility of the bidder to address the determined minor irregularity within a time frame specified by the Procurement Officer (normally within two (2) business days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause to deem the bid non-responsive.

3.2 BID SCHEDULE

Each Bidder shall submit a completed Bid Schedule, included as Appendix "B". Pricing in the Bid Schedule shall include all labor, equipment, and materials necessary to complete the work in accordance with the contract documents, schedules and plans, all addenda, if issued.

Bidder warrants that the prices, terms, and conditions quoted in the Bid Schedule will be firm for a period of one hundred twenty (120) days from the date of the bid opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the Bidder from performance of the Contract at the Bid price.

The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this Bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the proposed Work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the Work.

It is proposed that the Project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Town at its sole discretion shall award this Contract based on the Total Bid Amount, and in accordance with Section 16 (Award of Contract) in the Instructions to Bidders.

SECTION 4 SPECIAL PROVISIONS

4.1 REGULATED SUBSTANCE USE REQUIREMENTS

"Best Management Practices" for the Construction Industry

The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, ground waters, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

Each contractor shall familiarize themselves with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

Upon completion of construction, all unused and waste Regulated Substance and containment systems shall be removed from the construction site by the responsible contractor and shall be

disposed of in a proper manner as prescribed by law.

4.2 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

The lump sum price shall not include the cost for any permit fees. The Owner has obtained permits for this work. If any other permit fees are required for any work, the Owner will pay the actual cost of said permit directly or as an extra to the Agreement.

4.3 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

Potential utility conflicts may vary with each work site. Prior to commencing work, the Contractor shall visit the work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures.

Utility lines in the Project area have been shown on the Plans. However, Town does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.

Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the

satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. Town reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. Town's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

Finally, the Contractor shall always fully cooperate with the Owners of Utility Companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

When utility installation/adjustments are included as part of the bid proposal, all utility companies reserve the right to accept or reject bid items on their part of work and perform their work by their forces or other contracted forces.

4.4 PROSECUTION OF THE WORK

The Contractor will be required to maintain within the Town, at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of these specifications. After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within five (5) working days and shall efficiently prosecute the work with adequate personnel and equipment until final completion. The Substantial Completion of the Project shall occur no later than sixty (60) calendar days from the date of the issuance of the Notice to Proceed, and Final Completion shall occur no later than ninety (90) calendar days from date of issuance of the Notice to Proceed. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a work order basis and in the amounts shown in the Agreement.

4.5 MAINTENANCE OF TRAFFIC (MOT)

The Contractor shall always comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) and the Manual of Uniform Traffic Control Devices (MUTCD).

If the Contractor proposes to impact any local traffic as a result of any construction activities associated with this project, he shall be required to submit a Maintenance of Traffic (MOT) Plan to the Town of Southwest Ranches for approval, prior to starting the work.

The Contractor shall comply with all of the requirements of the Town of Southwest Ranches at all times. Any impacts to local traffic shall require a Maintenance of Traffic Plan to be submitted and approved by the Town of Southwest Ranches.

4.6 STORM PREPARATION

The Contractor shall be required to secure or remove from the site, prior to a named storm event, any materials or equipment which could cause bodily injury, damage to the work, the Owner's installations and/or public or private property. Site excavations shall be required to be secured and/or backfilled. The Contractor is responsible for preparing for all storm events.

The Contractor shall take the necessary precautions to protect the walking and motoring public from harm due to construction activity. Contractor shall maintain storm water and drainage flow as may be required to prevent adverse effects of storm water which would normally flow through

the existing and proposed facilities. The Contractor will not be paid additional for any measures related to this item; however, a time extension may be added to the contract for the time delay.

4.7 LABORATORY AND DENSITY TESTS

All material, laboratory and density tests required for compliance with these specifications shall be performed by an independent testing laboratory under contract to and as directed by the Contractor and acceptable to the Owner and Engineer.

Contractor shall be responsible for arranging and obtaining and shall pay all costs associated all material, laboratory and density tests required for compliance with these specifications and required for Owner's and Engineer's acceptance of the Work.

4.8 COMPLAINTS

The Contractor recognizes that its work activities may generate complaints from adjacent property owners and property owners in the vicinity of the Project. The Contractor agrees that should such complaints be forwarded to the Contractor, whether by the Owner or otherwise, the Contractor will respond in an appropriate manner within 24 hours. The Contractor further agrees that if the Contractor receives complaints from any entity other than the Owner, it will notify the Owner, in writing, of the complaint within 24 hours.

SECTION 5 GENERAL PROVISIONS

5.1 **DEFINITIONS**

<u>ADDENDA</u> Written or graphic instruments which clarify, correct, or revise the bidding documents or the Contract Documents for Invitation to Bid 24-002.

BID The offer or proposal to perform all services required in Invitation to Bid 24-002.

<u>BOND</u> Bid, performance and payment bonds which guarantee performance of obligations specified in the Contract.

<u>CHANGE ORDER</u> A document prepared by the Town which amends the scope of services, scheduling, or pricing within the executed Contract.

<u>CONSTRUCTION CHANGE DIRECTIVE</u> A written order prepared by the Town, directing a change in the work, scheduling, and/or pricing of the services required under the Contract.

<u>CONTRACT</u> The written agreement between Town and Bidder whose bid has been accepted, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

<u>CONTRACT DOCUMENTS</u> The Contract, 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".

<u>CONTRACT PRICE</u> The monies payable by Town to the Contractor under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

<u>CONTRACTOR</u> The successful bidder with whom Town has entered into a Contract with for performance of the Work.

DAY Shall mean calendar day, unless otherwise specified.

<u>DEFECTIVE WORK</u> Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT The latest execution date of the Contract.

<u>FINAL COMPLETION</u> Work completed in compliance with industry standards, contract provisions, and passed final inspection.

<u>PROJECT</u> on-site excavation, clearing, construction and retrofit of drainage pipe, jetting, and vacuuming of drainage structures and associated grates, erosion control measures, swale regrading, street and driveway restoration, and installation of sod, as defined in IFB 24-002.

<u>SUBSTANTIAL COMPLETION</u> is defined as the date upon which the last of all 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 operational status;
- (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.

TOWN Town of Southwest Ranches, Florida

<u>WORK</u> The project will encompass an open trench installation under Dykes Road which will require mitigation of existing pavement, curbing, fence, and maintenance of traffic along with the installation of a new Double 48" RCP pipe, new canal digging with concrete fabric form canal erosion control protection, new guardrail and swale regrading, as defined in IFB 24-002.

5.2 APPLICABLE CODES

A. General

All construction and materials shall conform to the standards and specifications of the applicable drainage district, Town of Southwest Ranches, Broward County Traffic Engineering Division (BCTED), South Florida Water Management District (SFWMD) and all other local and national codes where applicable.

B. Construction Safety

All construction shall be done in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

C. Trench Safety Act

Contractor shall be solely responsible for compliance with the State of Florida Trench Safety Act, Florida Statutes Section 560, etc. No trenches shall be left open overnight or during weekends.

D. Survey Data

All elevations on the plans or referenced in the specifications are based on the North American Vertical Datum of 1988 (NAVD).

5.3 EXISTING IMPROVEMENTS AND LANDSCAPING

- A. All trees, shrubs and other vegetation that must be removed to perform the work under this contract shall be disposed of off-site in a legal manner.
- B. All fences that are removed must be reinstalled or replaced with the same type (thickness, color, material, size, etc.) of fence as was removed unless noted as removal only.
- C. All wood, plastic, paper, metal, and vegetation removed from the site shall be disposed by the Contractor outside the boundaries of this project in accordance with all applicable environmental regulations.
- D. Irrigation systems and existing utility lines encountered by the Contractor are to be protected. Any damage to any irrigation system or existing utility line shall be repaired by the Contractor at his own expense.
- E. All mailboxes, entry gate access/call boxes or decorative entry features that are removed or disturbed during construction must be reinstalled or replaced with the same type (thickness, color, material, size, etc.) of item as was removed unless noted as removal only.

5.4 CONTRACTOR'S PRECONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of Notice of Award, the Contractor shall arrange a preconstruction conference with the Owner.
- B. The Contractor shall obtain a Sunshine Certification Number at least 48 hours prior to beginning any excavation. The Contractor shall be responsible for damage to any existing utilities for which he fails to request locations. He shall also be

responsible for damage to any existing utilities for which he requests locations. The Contractor is to provide Certification number to the Owner prior to commencing any work.

- C. The Contractor shall verify the size, location, elevation, and material of all existing utilities within the area of construction. If upon excavation, an existing utility is found to be in conflict with the proposed construction or to be of a size or material different from that shown on the Plans; the Contractor shall immediately notify the Owner. The Contractor shall hand dig in the vicinity of the existing irrigation or utility lines to minimize the potential for damage to those pipes.
- D. The Contractor shall be responsible for damage to any existing utilities, piping, etc. shown on the drawings, or for which he fails to request locations from the utility owner. He is responsible as well for damage to any existing utilities/piping that is properly located.
- E. Temporary Utilities it shall be the Contractor's responsibility to arrange for or supply temporary water services, sanitary facilities, electricity, phones, etc. to his employees and subcontractors for their use during construction.
- F. Staging Area the Contractor shall be able to make use of the right-of-way area for staging of equipment and materials. It shall be the Contractor's responsibility to properly secure the staging area and to maintain the staging area in a neat and orderly manner. The Owner shall not be responsible for any damage, theft, displacement, or other incidents that may occur in the staging area or project site.
- G. The Contractor shall obtain approval from private property owners for the locations and use of all other staging areas or construction traffic access routes, beyond those areas identified in the contract documents.

5.5 SURVEYS, LINES AND GRADES

The Contractor shall furnish all original and replacement surveys necessary for construction of the project, including detailed stake-out, line and grade stakes, and Benchmarks as required. Prior to beginning construction, the Contractor shall provide the Owner with all information related to the survey benchmark(s) to be used by the Contractor including location, source, and identification number.

Contractor shall provide documentation of reference points being used for construction and confirmation that they are correct.

The Contractor shall not rely on scaling or measurements of line work, symbols, etc. on AutoCAD files or other computer files provided by the Owner or Engineer. The Contractor or Contractor's Surveyor shall perform all required calculations, reviews, confirmations, and other office work necessary to properly lay-out and/or as-built the project in accordance with the Contract Documents.

As-built surveys shall be performed by a surveyor under contract to the Contractor. All as-built surveys that reflect work performed in accordance with the Contract Documents shall be included in the lump sum contract price. There will be no separate payment for providing the required stakeout, line and grade, benchmarks, as-built drawings, or other surveying work.

5.6 PROJECT SITE

- A. During construction the project site, staging area, construction traffic routes, and all adjacent areas shall be maintained in a neat and clean manner. Upon final clean-up, the project site shall be left clear of all surplus material or trash and the paved areas shall be swept broom clean and washed down as directed by Owner.
- B. The Contract Documents depict the project limits for the project. The Contractor is prohibited from entering, encroaching upon, or storing material on any property outside the project limits or approved staging area without the express written permission of the affected property owner(s).
- C. The Contractor shall restore all damages to rights-of-way, easements, private properties, applicable drainage district facilities and surface and underground facilities resulting directly or indirectly from his construction operations to a condition equal to or better than the condition existing prior to work.
- D. The Contractor shall restore or replace, when and as directed by Owner, any public or private property damaged or altered by his work, equipment, employees, or those of his subcontractors to a condition at least equal to that existing immediately prior to the beginning of operations.
- E. The Contractor and Owner shall perform a pre-work inspection of the project area, staging area, and construction traffic routes to review and document the existing conditions. Contractor shall be responsible to perform the level of review and documentation necessary to properly and adequately document the existing pre-work conditions. The pre-work inspection shall be the basis for the Owner to determine the extent of restoration/replacement that is required under these contract documents to restore/replace the project site, staging area, construction traffic access routes, and adjacent areas to a condition at least equal to that existing immediately prior to the beginning of operations.
- F. Where material or debris has washed into, flowed into, or been placed into water bodies, lakes, ditches, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed and satisfactorily disposed of by the Contractor.
- G. No trenches shall be left open overnight or during weekends.

5.7 POLLUTION CONTROL

During the entire course of construction operations, the Contractor shall control and conduct such operations and institute maintenance procedures to prevent pollution of adjacent lands and surface waters and deposition of solids caused by either material runoff or pumped discharges from the construction area. The Contractor shall use turbidity screens or other best management practices that may be necessary to maintain water quality standards. Pollution Control measures shall apply to both the work area and the staging area, as applicable.

The Contractor shall submit a Notice of Intent to the Florida Department of Environmental Protection prior to starting construction.

The Contractor shall take all necessary measures to prevent dust and airborne sand from impacting adjacent properties. These measures may include watering and the application of calcium chloride or any other approved legal method.

The Contractor shall not receive any additional compensation for pollution control activities.

If any fines or penalties are incurred as a result of the Contractors actions or inactions, the Contractor shall be fully and solely responsible for those fines or penalties whether they were levied against the Contractor, Owner, or Engineer. If any pollution of the land or water occurs, directly or indirectly, as a result of the Contractor's work, the Owner shall have the right, but not the obligation to clean up the pollution or to hire a company to clean up the pollution and to back charge the Contractor for the cost of the clean-up.

The Owner shall have the option to require the Contractor to reimburse him for the cost of such clean up or to deduct the cost from the Contractor's pay requests.

5.8 DISPOSAL OF WASTE MATERIALS AND DEBRIS

Contractor shall remove from the job site, all demolition debris, waste materials and debris resulting from his construction activities in accordance with the Contract Documents. The Contractor shall provide all means of protecting the work area and other surrounding properties from any hazardous waste by methods approved by all governmental agencies having jurisdiction.

5.9 SAFETY – LOSS CONTROL PROVISIONS

The Contractor shall be responsible for providing safe and healthful working conditions for employees of the Contractor, subcontractors, the Town, or its invitees. The Contractor shall initiate and maintain an accident prevention program which should include, but is not limited to, the following: establish and supervise programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

The Contractor shall be responsible for providing first-aid services and medical care to all his employees. The Contractor shall be responsible for development and maintenance of an effective fire protection and prevention program at the job site throughout the construction,

repair, alterations, or demolition work. The Contractor shall be responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is exposure to hazardous conditions, including safety belts, lifelines, and lanyards.

Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damages sustained as a result of a violation of this section from the Contractor to the Town and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all person and property at the project site. Employees required to handle or use toxins, caustics, and other harmful substances shall be instructed regarding the safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required. All work shall meet and be in compliance with standards and regulations set forth by Occupational Safety and Health Administration (OSHA), Florida Department of Labor and Employment Security, and any and all other appropriate federal, state, local or Town safety and health standards including, but not limited to OSHA, and the State of Florida Trench Safety Act.

The Contractor agrees that during the progress of work under the Agreement, he will, at all times, comply with the safety requirements of OSHA, Broward County, and Contractor does hereby save and hold harmless Owner, Engineer, and Owner's and Engineer's agents and employees from any liability, damages, costs, or expenses, attorneys' fees and court costs through all trial and appellate levels arising out of any injury to persons or property sustained by reason of the default or neglect of the Contractor to properly comply with any of the above safety requirements or any other applicable safety requirements and to protect the work covered by this Agreement.

5.10 PROJECT RECORD DRAWINGS

- A. The Contractor shall maintain accurate and complete records of work items completed.
- B. All required density tests for the backfill shall be provided to the Engineer prior to placing the sod.
- C. All 'as-built' information submitted to the Engineer shall be sufficiently accurate, clear, and legible to satisfy the Engineer and any applicable reviewing agency that the information provides a true and accurate representation of the improvements constructed.
- D. "As-built" information for the drainage improvements shall include horizontal locations and all piping and structures; rim and invert elevations; pipe lengths; bottom of structure elevations; bottom of PRB elevations; pipe crossing information; swale elevations; and all relevant physical features. "As-built" drawings shall be overlaid on the approved construction drawings.
- E. All "as-built" information shall be certified by a registered land surveyor.

5.11 FINAL COMPLETION

<u>Upon completion of Construction</u>. The Contractor must request a substantial or final completion inspection. Payment to Contractor will be dependent upon satisfactory completion of the inspection.

5.12 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair, or restoration of such Work.

5.13 SCOPE OF WORK

The project will encompass an open trench installation under Dykes Road which will require mitigation of existing pavement, curbing, fence, and maintenance of traffic along with the installation of a new Double 48" RCP pipe, new canal digging with concrete fabric form canal erosion control protection, new guardrail and swale regrading.

5.13.1 Sod

A. Materials

- 1. Sod shall be Argentine Bahia sod or St. Augustine sod as directed by the Town Engineer.
- 2. Sod shall be free of weeds, fungus, insects, and disease.

B. Installation and Maintenance

- 1. Sodding shall be placed and maintained in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 575-3.
- 2. Sod shall be placed in a manner that ensures that it will not slide out of the position in which the Contractor places it. If necessary, sod shall be pinned.
- 3. All sod shall be installed flush with existing undisturbed sod.
- 4. All new sod edges shall be pulled tightly together and shall be rolled to provide firm contact between roots and soil.
- 5. New sod should be watered daily and kept wet during the first 7-10 days. Once the sod has rooted into the soil, watering frequency should be reduced.

5.14 Not used

5.15 CHANGES IN THE WORK

Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Town's Procurement Code, as amended from time to time. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by Town.

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Construction Change Directive. Upon receipt of a Change Order or written Construction Change Directive, the Contractor shall promptly proceed with the Work included in the Change Order or Construction Change Directive.

In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Town may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as Town deems necessary to complete the work associated with the disputed item or submit the matter in dispute to the Town Administrator as set forth in Section 31 of Agreement attached hereto as Exhibit "A".

Under circumstances determined necessary by the Town, Change Orders may be issued unilaterally by Town. During the pendency of the dispute, and upon receipt of a Change Order from Town, Contractor shall promptly proceed with the change in the Work involved and advise Contract Administrator in writing within seven (7) days after receipt of the Change Order of

Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide the Town such updated bonds.

The Town and Contractor shall execute appropriate Change Orders or Construction Change Directives which may include: 1) additions, deletions, or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in Section 5.18, "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work".

5.16 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

- 5.16.1 <u>The value of any Work</u> covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - A. If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 5.16.9; or
 - B. By mutual acceptance of a lump sum, which sum Contractor and Town acknowledge contains a component for overhead and profit.; or
 - C. On the basis of the "cost of work," determined as provided in Section 5.16.3, plus a Contractor's fee for overhead and profit as determined in Section 5.16.4.
- 5.16.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by the Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 5.16.3.
 - A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by Town and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by Town.

- B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Town deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to Town. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Town, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by the Town, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The Town will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.
- C. Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by the Town, the Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to the Town who will then determine, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.
- D. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

E. Supplemental costs including the following:

- i. All materials, supplies, equipment, machinery, appliances, office, and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.
- ii. Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which the Contractor is liable.
- iii. The cost of utilities, fuel, and sanitary facilities at the site.
- iv. Cost of premiums for additional bonds and insurance required because of changes in the Work.

F. The term "cost of the work" shall not include any of the following:

i. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expediters,

timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 5.16.2.A, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.

- ii. Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.
- iii. Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.
- iv. Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
- v. Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.
- vi. Other overhead or general expense costs of any kind.
- 5.16.3 <u>Contractor's fee</u> for overhead and profit shall be determined as follows:
 - A. A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;
 - B. A fee based on the following percentages of the various portions of the cost of the Work:
 - i. For costs incurred under subsections 5.16.2.A and 5.16.2.B Contractor's fee shall not exceed ten percent (10%).
 - ii. For costs incurred under subsection 5.16.2.C, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
 - iii. No fee shall be payable on the basis of costs itemized under subsections 5.16.2.D, and 5.16.2.E (except subsection 5.16.2.E.iii) and Section 5.16.3.
- 5.16.4 The amount of credit to the Town for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved

in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

- 5.16.5 Whenever the cost of any Work is to be determined pursuant to Sections 5.16.2.A-G, and 5.16.3, Contractor will submit in a form acceptable to Town an itemized cost breakdown together with the supporting data.
- 5.16.6 If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 5.16.7 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Town and Contract Administrator.
 - A. Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment and other items of cost.
 - B. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.
- 5.16.8 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."
- 5.16.9 <u>Unit Prices</u>. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.
 - 5.16.10 Not used.
- 5.16.11 <u>Total Compensation</u>. The Bid price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price or Contract Time.
- 5.16.12 Quantities shown in the Bid and Bid Form (Appendix B) are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Construction Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Bid and Bid Form and Contract.
- 5.16.13 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Town within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit

written notice of the extent of the claim with supporting information and documentation to the Contract Administrator (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence of the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator, then Contractor shall submit the claim to Town Administrator within five (5) days from the date of impasse in accordance with Section 12, Exhibit "A" hereof. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension in accordance with Section 5.16. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Town, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town, notifying of the occurrence giving rise to damages. Within fourteen (14) days thereafter, Contractor shall supply notice of the amount of the claim, including supporting data for direct, indirect, and consequential damages resulting from the occurrence. All claims for adjustment to the Contract Price or Contract Time shall be determined by the Town Administrator. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against the Town by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of Town.

5.17 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

5.17.1 Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor, or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time

extension as provided in Section 5.16 hereof. Failure of Contractor to comply with Section 5.16 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

A. A Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time; (ii) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendor; and (iii) is caused solely by fraud, bad faith or active interference on the part of Town or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for the Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Section 5.16 hereof.

Town and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be \$200.00 per day for each day this Contract is delayed due to a Compensable Excusable Delay.

B. Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and vendors; (ii) is caused by circumstances beyond the control of Town; or (iii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by Town, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

5.18 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

In addition to any manufacturer's warranties, Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

5.18.1 Owner May Stop the Work. If Work is defective, the Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

- 5.18.2 <u>Correction or Removal of Defective Work</u>. If required by the Town, Contractor shall promptly and at its sole expense, either correct or remove all defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal.
- 5.18.3 One Year Correction Period. In the event any work is found to be defective within one year of Final Completion, Contractor shall promptly, without cost to Town and in accordance with Town's written instructions, either correct such defective Work, or remove it and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Town may have the defective Work corrected or removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement will be promptly paid by Contractor. Nothing in this IFB or the Contract shall be construed as a limitation on any right or remedy for breach of the Contract or defects in the Work. All rights set forth herein and, in the Contract, shall be deemed cumulative and in addition to any rights or remedies which may be afforded by Florida law.
- 5.18.4 Acceptance of Defective Work. Instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect, and consequential costs attributable to the Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and the Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in, Section 5.16 "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.
- 5.18.5 <u>Town may Correct Defective Work</u>. If the Town issues notice requiring correction of defective work and Contractor fails to do so within seven (7) days of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph the Town shall proceed expeditiously.

To the extent necessary to complete remedial action, Town may exclude Contractor from all or part of the site, take possession of all or part of the Work, suspend Contractor's services related thereto, and take possession of Contractor's tools, appliances, construction equipment, and machinery at the site. Contractor shall allow Town and its representatives, agents and employees access to Contractor's tools, appliances, construction equipment and machinery as required to correct defective work. All direct, indirect, and consequential costs of the Town in exercising such rights and remedies will be charged against the Contractor in a Change Order and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in section, 5.16 – "Change in the Contract Price or Contract Time" against Contractor and its surety without prejudice to any other right or remedies available. Any resulting direct, indirect, and consequential damages shall be recoverable from Contractor and its surety.

5.18.6 <u>Waiver of Florida Statute 558</u>. The Contractor and the Town understand and agree that chapter 558, Florida Statutes, shall not apply to the Contract or claims, if any, by the Town

arising out of the IFB or the resulting Contract. The Contractor and the Town further hereby agree to "opt out" of the procedures set forth at chapter 558, Florida Statutes.

5.19 SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for up to ninety (90) days by giving written notice to the Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting up to ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice, including reasonable overhead and profit, except as otherwise limited by this IFB or the Contract. Provided however, that in no event shall the Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, take possession of the Work including Contractor's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deems appropriate under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If cost of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive bids for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing, or which may thereafter accrue. Any payment of monies due to the Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to the Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed and 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.

5.20 PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to construct and fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Bid and Bid Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Bid Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in 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 adjustments to the Contract Price pursuant to any written Change Order or Construction Change Directive executed by Town and Contractor in accordance with the terms and conditions of this IFB and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town shall determine in its sole discretion.

The Town shall pay the Contract Price to the Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payments may be submitted by Contractor to the Town for partial completion of the Work, but not more than once monthly, for the period ending at end of the month. Each payment request must be accompanied by all necessary supporting information and documentation. Subject to the provisions of section 218.735, Florida Statutes, each progress payment shall be reduced by ten (10%) percent for retainage. The final retainage will be released after Final Completion of the Project, after Town's receipt of acceptable reports and other Project-close out documentation required by the Contract Documents, including but not limited to certification of Contractor's payment to all lower-tiered subcontractors and suppliers providing labor, materials, or services on the Project, but no earlier than 30 days of the Contractor's last progress payment request.

The Contractor's final payment request must be accompanied by written notice from the Contractor that the entire Work has been completed in strict accordance with the Contract Documents. The Town will make a final inspection and notify Contractor in writing of all particulars in which inspection reveals that the Work is incomplete or defective. Provided however, that nothing herein shall waive or release claims for latent defects or the Contractor's obligations to correct defective work set forth herein. The contractor shall immediately take such measures as are necessary to remedy such 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 Section 5.16.5, or (c) because claims have been made against the Town on account of Contractor's performance of the Work or liens or claims have been filed in connection with the Work, or other items entitling the Town to set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

5.21 PURCHASING CARD (PCARD) ACCEPTANCE

The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

5.22 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Bid, the Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Bid.

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator in writing of the existence of the aforesaid conditions. The Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If the Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Town Administrator for determination in accordance with the provisions of Exhibit "A" Section 31. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Contract Administrator as the date of Substantial Completion.

Contractor shall have full responsibility for reviewing and checking all information and data, for locating all Underground Facilities, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in chapter 556, Florida Statutes, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

5.23 CONTRACTOR'S RESPONSIBILITIES

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

Contractor must strictly and promptly follow the Town's instructions in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent. The superintendent shall not be changed except with the written consent of Town unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to this IFB and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of Town, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by the Town. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by the Town.

The Contract Administrator, and Contractor shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Contractor shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this

Contract, it shall be Contractor's duty to immediately inform Town, in writing. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend, and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Bidder intends to use sub-contractors to perform any work pursuant to the IFB, these sub-contractors are subject to prior approval by the Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Project site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation, replacement or improvement in the course of construction.

As set forth in the terms of this IFB, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all licenses the cost of which shall be deemed included in the Bid price.

5.24 INSURANCE AND BONDS

Throughout the term of the Contract and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this IFB. Also, the Contractor shall provide separate Payment and Performance Bonds for the Project that in all respects comply with (a) the requirements and forms set forth in Florida Statutes, Section 255.05 and (b) the terms of this IFB regarding the amount, duration and recording requirements.

5.25 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by the performance of the Work and operation of the equipment.

5.26 EQUIPMENT STORAGE AND MOBILIZATION

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

5.27 HOURS OF OPERATION

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

5.28 CONTRACTOR'S PERFORMANCE

The Contractor shall commence performance of the Work identified in the Notice to Proceed or other written authorization on the effective date of the Notice to Proceed and shall diligently and continuously prosecute its performance to and until Substantial Completion and Final Completion of the Work. The Contractor shall accomplish Substantial Completion and Final Completion of each assigned task within the allotted calendar days indicated in the Notice to Proceed.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder shall furnish prices for all Bid items. Failure to do so may render the Bid invalid and cause its rejection. The Bidder shall also furnish evidence that they hold appropriate licenses to perform the Work which is the subject of this Bid, and as required by Florida Statutes and Local

law. Bidders must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state, and local taxes, insurance, and performance and payment bonds are included in the Bid price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Bidder and the licensee shall fill in the information on the next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Bidder is an individual, he must be licensed. (Please print or type, excluding signatures).

APPENDIX A BIDDER INFORMATION

NAME:	
ADDRESS:	
FEIN:	
	STATE OR COUNTY:
LICENSE TYPE:(Attach copy of license)	
LICENSE LIMITATIONS, IF ANY: (Attach a separate sheet, if necessary)	
LICENSEE SIGNATURE:	
LICENSEE NAME:	
BIDDER'S NAME:	
BIDDER'S ADDRESS:	
BIDDER'S PHONE NUMBER: Office:	Cell:
BIDDER'S EMAIL ADDRESS:	
By:	
Name of Corporation/Entity	
Address of Corporation/Entity	
Signature of President or Authori	zed Principal
By:	<u> </u>
Title:(If the Bidder is a Cornora	ation, affix corporate seal)
	mon, and corporate sear,

APPENDIX B BID SCHEDULE

The following Bid Form is presented to assist the Town in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Town reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form based on the Work performed and completed.

	18 Culvert Project At Dykes Road water - Roadway Improvements			SCHEDU	LE OF VALUE
Item #	Description	Quantity	Unit	Unit Price	Cost
Α	Stormwater and Canal Improvements				
1	Clearing and Grubbing	0.46	AC		
2	Regular Excavation	3459	C.Y.		
3	Embankment	148	C.Y.		
4	Swale Excavation and Regrade	104	C.Y.		
5	Chain Link Fence Removal	150	L.F.		
6	Pipe Culvert RCP, Round, 48"	296	L.F.		
7	Proposed Concrete fabric form	183	S.F.		
8	Performance Turf/Sod	676	S.Y.		
9	Seed / Mulch	750	S.Y.		
	Subtotal Stormwater and Canal Improvements				
В	Roadway Improvements				
1	Removal of Asphalt and Concrete Curb	315	S.Y.		
2	Superpave Asphaltic Concrete, Traffic C, SP-9.5 (1.5")	274	S.Y.		
3	Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22, (1.5")	274	S.Y.		
4	Base, Base Group 06 (8")	302	S.Y.		
5	Sub Base Type B Stabilization (12")	357	S.Y.		
6	Relocated signs	3	EA		
7	Type "F" Curb	190	L.F.		
8	Guardrail	170	L.F.		
	Subtotal Roadway Improvements				

1	5
-	.)

	MICCELLANEOUS CONCEDUCTION			
С	MISCELLANEOUS CONSTRUCTION COST			
1	General Requirements Lump sum including surveying, Testing, stake-out and as-built drawings	1	LS	
2	Contractor Mobilization and Demobilization Lump sum for the cost of mobilizing and demobilizing contractors equipment and personnel for this project	1	LS	
3	Stormwater Pollution Prevention Including furnish, install and remove inlet protection system and Silt fence within and adjacent to the project site	1	LS	
4	Maintenance of Traffic Lump sum for the cost of installing, maintaining through construction, and removing appropriate maintenance of traffic measures to ensure the safety of all vehicles and pedestrians passing the project site during construction of this project	1	LS	
5	Pavement and Markings Existing Stripping removal, Traffic Sign relocation and adjustments, required restripe due to sign relocation	1	LS	
6	Additional Work Allowance for Unforeseen Conditions Contractor to obtain preapproval from PM and submit receipt for reimbursable	1	LS	
	Subtotal Miscellaneous Construction Cost			

TOTAL BID AMOUNT	\$
TOTAL BID AMOUNT (IN WORDS)	
BIDDER:	

APPENDIX C DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OI COUNTY		<u>XIDA</u>						
BEFORE	ME,	the	undersigned, her	authority, reinafter refer		•		
duly sworn	, under c	oath, dep	poses and states				,	
1.	Affia	ant appe	ears herein as:					
[] an indivi	idual or							
[] the				of				•
[position—	e.g., sole	e propri	etor, president, j	partner, etc.] [name &	type of	entity—e.g.,	ABC Corp.,
XYZ Ltd. 1	Partnersl	nip, etc.]. The Affiant	or the entity	the Affia	ant repr	esents herein	seeks to do
business wi	ith the To	own of	Southwest Rand	ches through i	ts Town	Counci	il.	
2.	Affia	ant's ad	dress is:					

- 3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
- 4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.
- 5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

[Signatures on next page]

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

				(Print A	Affian	t Nam	, Affiant
The	foregoing	instrument was, 20, by	acknowledged	before	me	this	day , [] who
-	onally known ake an oath.	n to me or [] who	has produced				_as identification and w
				Notary	Publi	c	
				(Print N	•	Name	
				State of My Cor		sion E	at Large Expires:

Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership, or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address	
BIDDER FIRM:		

APPENDIX D DRUG FREE WORKPLACE

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

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

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

BIDDER SIGNATU) RE :	 	
BIDDER NAME: _			
RIDDER FIRM:			

APPENDIX E SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1.	This sworn statement is submitted to
	hv
	by
	for
	whose business address is
	and (if applicable) its Federal Employer Identification Number (FEIN) is

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

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

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

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

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

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

[Signatures on next page]

		-	y means of □ physical presence or □ online (name of person acknowledging).
Ву:			
(Printed Name)			
(Title)			
Sworn to and subsc	cribed before m	ne this day of	, 20
Personally known_			
Or Produced Identi		Type of Identification)	
Notary Public - Sta	te of		
	Notary Si		
My Commission E	xpires		
(Printed, typed, or	stamped comm	issioned name of notary p	ublic)
BIDDER FIRM:	_		_

APPENDIX F NON-COLLUSION AFFIDAVIT

) ss:
Cour	ity of)
	being first duly sworn deposes and
says	
(1)	He/She is the(Owner, Partner, Officer, Representative or Agent) of
	the Bidder that has submitted the
	attached Bid;
(2)	He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)	Such Bid is genuine and is not a collusive or sham Bid;
(4)	Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

proposed Work;

with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the

[Signatures on next page]

	_		☐ physical presence or ☐ online (name of person acknowledging).
Ву:			
(Printed Name)			
(Title)			
Sworn to and subscribed l	before me this	day of	, 20,
Personally known			
Or Produced Identification	n(Type of Identific	cation)	
Notary Public - State of _			
	(Notary Signatur	e)	_
My Commission Expires:			<u> </u>
(Printed, typed, or stampe	ed commissioned nam	e of notary public)	

BIDDER FIRM:

APPENDIX G ANTI-LOBBYING CERTIFICATION FORM

- 1. The prospective participant certifies to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization:				
Street address:				
City, State, Zip:				
Certified By:	(type or print)		_	
Title:				
Signature:		Date:		

APPENDIX H BIDDER CONFIRMATION OF QUALIFICATIONS

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

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

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

D: 11....

Bidder:	
Bidder's Name:	<u> </u>
Bidder's Address:	<u> </u>
Bidder's Phone Number:	
Bidder's Email:	<u> </u>
Contractor's License and License number(s) described in this IFB):	(attach copies of license(s) required for the work

[Signatures on next page]

State of Florida				
County of				
The foregoing instrument v	vas acknowled of	dged before me this	day of (Bidder), w	, 20_ who is personally
byknown to me or who has pr not) take an oath.	oduced		as identification	and who did (did
WITNESS my hand and off	ficial seal.			
NOTARY Public Records of	of	County, Florida		
Notary Signature				
Name of Notary Public: (Pr	int, Stamp, or	type as Commission	ed)	
BIDDER FIRM:				

*APPENDIX I CERTIFICATE OF AUTHORITY (IF INDIVIDUAL / SOLE PROPRIETOR)

State of)			
County of) s	s:		
I HEREBY CERTIFY thatOwner		<u> </u>	, as Principal or
of (Company name), to the Town of the undersigned, shall be the official act	, is Southwest Ranches and deed of	hereby authorized to os and his execution the	execute the Bid reof, attested by
		(Company Name)	
IN WITNESS WHEREOF, I have hereu	nto set my hand thi	is day of	, 20
		Secretary:	
		(SEAL)	
BIDDER FIRM:			

*APPENDIX J CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

State of)	
County of) ss:	
I HEREBY CERTIFY that a meeting of the Partners of the	
A partnership existing under the laws of the State of, held of following resolution was duly passed and adopted:	on, 20, the
"RESOLVED, that,	, as
of the Partnership, be and is hereby authorized to execute the Bi	id dated,,
20, to the Town of Southwest Ranches and this partnership	and that his execution thereof,
attested by the	shall be the official act
and deed of this Partnership."	
I further certify that said resolution is now in full force and effect	t.
IN WITNESS WHEREOF, I have hereunto set my hand this,	day of, 20
	Secretary:
	(SEAL)
BIDDER FIRM:	

*APPENDIX K CERTIFICATE OF AUTHORITY (IF CORPORATION OR LIMITED LIABILITY COMPANY)

State of)	
County of) ss:)	
	Liability Camanan	rd of Directors of a corporation or authorized y existing under the laws of the State of 0, the following resolution was duly passed
and adopted:		
the Bid dated, and this Corporation or Limite Secretary of the Corporation or	ed Liability Compa r Limited Liability (, as President of the Corporation or ompany, be and is hereby authorized to execute, 20, to the Town of Southwest Ranches any and his execution thereof, attested by the Company, and with the Corporate Seal affixed, n or Limited Liability Company."
I further certify that said resolu	tion is now in full for	orce and effect.
Corporation or		my hand and affixed the official seal of the
Limited Liability Company this	s day o1	, 20
		Secretary:
		(SEAL)
BIDDER FIRM:		

*APPENDIX L CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)

State of							
County of) ss: _)					
I HEREBY (CERTIFY that a	a meeting of t	he Principals of	the			
							_
A corporation existing	ng under the law	ws of the Stat	e of held o	n		20, th	e
following resolution	was duly passe	ed and adopted	d:				
"RESOLVED,	that,					, a	S
			of the Join	t Venture	be and	is hereby	y
authorized to execut	e the Bid dated	1,	20, to t	he Town of	f Southwe	st Ranche	S
official act and deed	of this Joint Vo	enture."					
I further certify that	said resolution	is now in full	force and effect				
IN WITNESS WHE	REOF, I have h	nere unto set r	my hand this		, 20		
				Secretary	·:		
				(SEAL)			
BIDDER FIRM:							

APPENDIX M BID BOND

Bond	No							
BID B	BOND							
State o	of)					
Count	y of) ss)	S:				
	KNOW	ALL	MEN	BY	THESE	PRESENTS,	that	we,
			, as Princij	oal, and_				
Southy payme admin	ent of which istrators and	es, a mur _Dollars a sum we successor	nicipal corp (\$ Il and truly rs jointly and	to be not severally	of the State), lawful nade, we bindly, firmly by t	of Florida, in the money of the United ourselves, our hase presents.	e penal s ed States, neirs, exe	for the ecutors,
	NOW THE		Federal Gra		AD PIPING - led ARPA Pr			
(a)	NOW, THE			the alter	mata			
(a) (b)	If said Bid Town the a and shall in Bid, then th expressly u	shall be a appropriate all respectis obligation	accepted and e Contract I ets fulfill all ion shall be and agree	I the Print Documenterms and void; other that the	ncipal shall protest, including a conditions are crwise, it shall be liability of	roperly execute and any required insur- ttributable to the ac- remain in force and the Surety for any bligation as herein	ance and eceptance ad effect, if y and all	bonds, of said t being
severa each c	TNESS WH	IEREOF,	the above b	onded pa	arties have ex	ecuted this instrur the name and the coing duly signed by	nent unde	

[Signatures on next page]

BIDDER FIRM:	
By:	
Title:	
IN DDECENCE OF.	Individual or Partnership Principal)
(SEAL)	
7	(Business Address)
	(City/State/Zip)
	(Business Phone)
SURETY:	
By:	
(SEAL)	(Business Address)
	(City/State/Zip)
	(Business Phone)
	ng bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Florida.
Countersigned by Florida	Agent:
	Name:
	Date:

APPENDIX N GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, CONTACT PERSON and EMAIL of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL

BIDDER FIRM:		

APPENDIX O ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:				
, hereby acknowle	edges and agrees that as Contractor for the Town of			
Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including				
			its Council Members, officers and emp	loyees, from and against any and all legal liability or loss
			the Town may incur due to	's failure to comply with such regulations.
ATTECT	CONTRACTOR			
ATTEST	CONTRACTOR			
	BY:			
	Print Name			
	Time Name			
	Date:			
RIDDER FIRM:				

APPENDIX P BIDDER CONFIRMATION OF QUALIFICATIONS

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

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

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

Bidder:	
Bidder's Name:	-
Bidder's Address:	
Bidder's Phone Number:	-
Bidder's Email:	_
Contractor's License and License number(s) (a described in this IFB):	ttach copies of license(s) required for the work

[Signatures on next page]

State of Florida		
County of		
The foregoing instrument was acknowledged before me thi	s day of	, 20
by of	(Bidder), w	ho is personally
known to me or who has produced	as identification	and who did (did
not) take an oath.		
WITNESS my hand and official seal.		
NOTARY Public Records of County, Florida		
Notary Signature		
Name of Notary Public: (Print, Stamp, or type as Commissione	ed)	
RIDDER FIRM:		

APPENDIX Q BIDDER EXPERIENCE

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work. List comparable contract experience client references (MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

Proj	ect Name:
Con	tract Amount:
	tract Date:
	ent Name:
	lress:
	tact Person:
Con	tact Person Tel. No.:
	atact Person Email:
Proj	ect Name:
Con	tract Amount:
Con	tract Date:
Clie	ent Name:
	ress:
Con	tact Person:
	tact Person Tel. No.:
Con	ntact Person Email:
Proj	ect Name:
	tract Amount:
Con	tract Date:
	ent Name:
Add	lress:
	tact Person:
Con	tact Person Tel. No.:
	ntact Person Email:

APPENDIX R SUB-CONTRACTOR LIST

In the form below, the Bidder shall list all Subcontractors to be used on this project if the Bidder is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

NAME

CLASSIFICATION OF WORK

BIDDER FIRM:

ADDRESS

APPENDIX S ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1		
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
	[Remainder of page intenti	ionally left blank]
	[Remainder of page intenti	ionally left blank]
	[Remainder of page intenti	ionally left blank]
	[Remainder of page intenti	ionally left blank]
	[Remainder of page intention o	ionally left blank]

APPENDIX T LIABILITY CLAIMS

Please list the following information for <u>all</u> Liability Claims for the past ten (10) years:

1.	Name and Location of project:
2.	Contact information for Project Owner:
	a. Name:
	b. Address:
	c. Phone:
3	d. Email:
3.	Nature of Claim:
4.	Date of Claim:
5.	Resolution Date of Claim and how resolved:
6.	If applicable:
	a. Court Case Number:
	b. County:
	c. State:
BIDDI	ER FIRM:

APPENDIX U

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

does not:	
(Name of Bidding Firm)	
Participate in a boycott of Israel; and	
2. Is not on the Scrutinized Companies that Boycott Israel list; and	
3. Is not on the Scrutinized Companies with Activities in Sudan List; and	
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector	List; and
5. Has not engaged in business operations in Cuba or Syria.	
Organization:	
Street address:	
City, State, Zip:	
Certified By:(type or print)	
(type or print)	
Title:	
Signature: Date:	_

APPENDIX V

INSERT W – 9

Must be current, signed, dated and legible W-9

Linked: Form W-9 (Rev. March 2024) (irs.gov) https://www.irs.gov/pub/irs-pdf/fw9.pdf

APPENDIX W

INSERT PROOF OF INSURANCE

* APPENDIX X STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below, and this form is returned to:

Christina Semeraro, NIGP-CPP, CPPO, CPPB Town Procurement Officer Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330

or

Email: csemeraro@southwestranches.org

REASONS

1	_ Do not offer this product/service or equivalent.
2	Schedule would not permit.
3	Insufficient time to respond to solicitation.
4	Unable to meet specifications / scope of work.
5	Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6	Specifications not clear.
	Unable to meet bond and / or insurance requirements.
8	Solicitation addressed incorrectly, delayed in forwarding of mail.
9	Other (Explanation provided below or by separate attachment).
Explanat	ion:
The Tow solicitati	on may delete the names of those persons or businesses who fail to respond to three (3 ons, who fail to return this Statement, or as requested. o receive future Town solicitationsYesNo
COMPA	NY:
TITLE:	
ADDRE	SS:
TEL EDL	IONE: () DATE:

APPENDIX Y 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

of each statement of its certification an	, certifies or affirms the truthfulness and Accuracy and disclosure, if any. In addition, the Contractor understands U.S.C. Chap. 38, Administrative Remedies for False Claims tion and disclosure, if any.
Signature of Contractor's Authorized C	Official
Name and Title of Contractor's Author	rized Official
Date	

APPENDIX Z OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules, and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act (42 U.S.C 5206 - extended until 2023) and Build America, Buy America (BABAA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABAA requirements, unless excepted by a waiver.

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date.

APPENDIX AA

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING

PROVIDE PROOF OF E-VERIFY REGISTRATION

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 (Appendix U) submitted.

To Enroll in E-Verify, Go to https://idp.uscis.gov/enroll/Everify - and click on [I Agree] to register, save registration as a PDF document and include memorandum of Understanding document with this bid.

To access your Company's MOU:

- 1. Log in to your Company's E-Verify Account, Click on My Company Profile/Account (right upper section of the main page)
- 2. Scroll down on the following screen for the link "view/print MOU".

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

E-Verify Information:

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

- 1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- 2. The contractor shall maintain a copy of such affidavit for the duration of the contract. In accordance with F.S. 448.095 Contractor/Consultant acknowledges and agrees to the following:
 - a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

"IFB 24-002 DYKES ROAD PIPING PROJECT"

AGREEMENT FOR "IFB 24-002 DYKES ROAD PIPING PROJECT"

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Corporati	on of	the	State	of	Florida	a, (here	einafter	refer	red	to	as "T	Town")	and
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NOW THEREFORE, in consideration of the foregoing promises 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 ("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 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 associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. 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.
- 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 from the Final Completion Date. 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

"IFB 24-002 DYKES ROAD PIPING PROJECT"

- 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 delay and Contractor waives any and all other claims against Town.
- 2.4 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Finance Department. The Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind.
- 2.5 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 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").

Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all 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.
- Upon failure of Contractor to obtain Substantial Completion within the deadline stated in 2.6 Section 2.5, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 2.5, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.
- 2.7 **Liquidated/Delay Damages** ("LD's") In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.5 above, the parties 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. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct liquidated damages from monies due or to become due to Contractor.

Final Completion of the Work shall be achieved no later than 30 calendar days from Substantial Completion or within **one hundred eighty (180)** days from the date of issuance of the Notice to Proceed, whichever occurs first. 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 for 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, Dykes Road Piping Project, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.
- 2.8 Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by Town.
- 2.9 Additionally, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. Section 2.7 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

3.1	Contractor shal	ll render all	Work to the	Fown und	er the A	Agreement i	for a total	l, not to ϵ	exceed,
	\$				D	ollars ("Co	ntract Pr	rice").	

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, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.

- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- Each invoice 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 and in compliance with 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 5% 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 form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the 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 damaged requiring correction or replacement, (b) tit becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off 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 the Work hereunder 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 in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders, of any authority with jurisdiction regarding 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 during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 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

- 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 for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 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 incident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** 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. <u>COMMERCIAL GENERAL LIABILITY</u>: Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand**

Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** 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.

- 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 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. Government Law Group, PLLC 200 South Andrews Avenue Suite 601 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. Contractor agrees to indemnify and hold harmless Town, 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 comply with 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 trial and appellate levels, to the extent caused by the negligence, recklessness, or willful

misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work 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 assigns for the period which 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.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and

subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or 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, the prevailing party shall be entitled to recover 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 all Work in a professional manner and in accordance with 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 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 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.

CONTRACTOR THE 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; DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, 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.** <u>Termination by Mutual Agreement</u>. 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, 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.** <u>Immediate Termination by Town.</u> 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

<u>Pursuant to Florida Statutes, Section 287.133</u>: "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 in the Agreement.

Section 27: Days

The term 'days' or 'calendar days' in reference to a period of time shall mean consecutive calendar days, to include Saturday, Sunday, and holidays.

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. Government Law Group, PLLC 200 South Andrews Avenue Suite 601 Fort Lauderdale, Florida 33301

If to Contractor	<u>r:</u>

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. <u>Independent Contractor</u>. 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.** <u>Joint Preparation</u>. 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. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- **I.** <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- **J.** <u>Binding Authority</u>. 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.** <u>Truth-in-Negotiation Certificate</u>. 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.

	parties have made and executed this Agreement on the, and the TOWN OF SOUTHWEST [ayor duly authorized to execute same by Council action
WITNESSES:	CONTRACTOR:
	By:
	,(title)
	day of 2024
	TOWN OF SOUTHWEST RANCHES
	By: Steve Breitkreuz, Mayor
	day of 2024
	By:Russell Muñiz, Town Administrator
ATTEST:	day of 2024
Debra Ruesga, Town Clerk	
APPROVED AS TO FORM AND COF	RRECTNESS:
Keith M. Poliakoff, Town Attorney	

1001.2340.01

TOWN OF SOUTHWEST RANCHES, FLORIDA DYKES ROAD PIPING PROJECT IFB NO. 24-002

EXHIBIT B DRAWINGS

TWIN 48" CULVERT PROJECT AT DYKES ROAD

TOWN OF SOUTHWEST RANCHES FL 33332

CIVIL ENGINEERING PLANS

LOCATION MAP



TOW 13400 SOUT

INDEX OF DRAWINGS

CV-1 COVER SHEET GN-1 GENERAL NOTES GN-2 GENERAL NOTES
GN-2 GENERAL NOTES
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C-2.0 EROSION CONTROL PLAN
C-3.0 EROSION CONTROL DETAILS
C-4.0 MASTER CIVIL PLAN
C-5.0 CIVIL PLAN
C-6.0 SECTIONS
C-7.0 STANDARD DETAILS
C-8.0 STANDARD DETAILS

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





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

				REVISIONS	
				APRV	
				ВУ	
				DATE	
				ON	

SOUTHWEST RANCHES, FL 333



SCALE: AS SHOWN

DATE: 6/17/2024

DRAWN BY: P.K.

CHECKED BY: W.B.

DESIGNED BY: C.D.

COVER

No. 64761

WILLIAM R. BARBARO, P.E. FL. REGISTRATION NO. - 64761

ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF SOUTHWEST RANCHES, BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION (BCDPEP), FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), SOUTH BROWARD DRAINAGE DISTRICT (SBDD), SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.

CONSTRUCTION SAFETY:

ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

- 1. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA
- 2. WHERE EXCAVATIONS TO A DEPTH IN EXCESS OF FIVE FEET (5') ARE REQUIRED THE CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION IN THE BID.
- A. A REFERENCE TO THE SAFETY STANDARDS THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.
- B. WRITTEN ASSURANCES BY THE CONTRACTOR PERFORMING THE TRENCH EXCAVATION THAT SUCH CONTRACTOR WILL COMPLY WITH THE APPLICABLE TRENCH SAFETY STANDARDS.
- C. A SEPARATE ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH
- 3. WHERE A BID IS NOT SUBMITTED, THE CONTRACTOR SHALL SUBMIT THE INFORMATION LISTED IN ITEM 2, TO THE ENGINEER PRIOR TO STARTING WORK.

ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

PRECONSTRUCTION RESPONSIBILITY

- UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE THE TOWN OF SOUTHWEST RANCHES ENGINEERING DIVISION, THE OWNER, AND THE ENGINEER, AFTER OBTAINING A CONSTRUCTION PERMIT FROM THE ENGINEERING
- B. THE CONTRACTOR SHALL OBTAIN A "SUNSHINE CERTIFICATION NUMBER" AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
- PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
- D. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH HE FAILS TO REQUEST LOCATIONS SUNSHINE CERTIFICATION NUMBER. HE IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.
- E. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER, WHO WILL IN TURN NOTIFY THE TOWN OF SOUTHWEST RANCHES UTILITIES DEPARTMENT.

III. INSPECTIONS

THE CONTRACTOR SHALL NOTIFY THE TOWN OF SOUTHWEST RANCHES ENGINEERING DIVISION 954-434-0008, SBDD 954-680-3337, AND THE ENGINEER OF RECORD AT LEAST 24 HOURS PRIOR TO THE INSPECTION THE FOLLOWING ITEMS:

- A. 1. STORM DRAINAGE.
 - 2. SANITARY SEWER.
 - 4. SUBGRADE; SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.
 - 5. LIMEROCK BASE; SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILT PRIOR TO THE PLACEMENT OF ANY ASPHALT.
 - 6. ASPHALTIC CONCRETE.
- B. ALL INSPECTIONS MADE BY THE TOWN OF SOUTHWEST RANCHES, SBDD, AND FDOT THE ENGINEER OF RECORD WILL PROVIDE CONSTRUCTION OBSERVATION SERVICES.

IV. SHOP DRAWINGS

- PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT, A MATERIAL LIST SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD AND THE TOWN OF SOUTHWEST RANCHES FOR SANITARY MANHOLES, HYDRANTS, VALVES, PIPING, LIFT STATIONS AND OTHER ACCESSORIES. CATALOGUE SHALL BE SUBMITTED FOR WATER AND SEWER PIPES, FITTINGS AND
- ANY PRODUCT THAT IS NOT ON THIS LIST MUST BE APPROVED IN ADVANCE BY THE ENGINEER OF RECORD AND THE TOWN OF SOUTHWEST RANCHES ENGINEERING DIVISION. SUCH APPROVAL REQUIRES THE SUBMISSION OF A SHOP DRAWING (SIX COPIES) FOR EACH PRODUCT. SHOP DRAWINGS WILL ALSO BE REQUIRED FOR ALL NON-STÀNDARD ITEMS
- C. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

. TEMPORARY FACILITIES

TEMPORARY UTILITIES:

- 1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO HIS EMPLOYEE AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.
- OBTAIN CONSTRUCTION METER FOR ALL WATER USED ON JOB. ALL WATER USED FOR CLEANING, TESTING, ETC. WILL BE PAID FOR BY THE CONTRACTOR. IF WATER CAN NOT BE MÉTERED THÊN IT WILL BE CALCULATED.

B. TRAFFIC REGULATION:

- MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCD AND BCTED.
- ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN
- 3. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE TOWN OF SOUTHWEST RANCHES.

VI. PROJECT CLOSE OUT

A. CLEANING UP:

- DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
- THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER OR THE TOWN OF SOUTHWEST RANCHES, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, THE CONTRACTOR SHALL DO AS REQUIRED, ALL NECESSARY HIGHWAY OR DRIVEWAY, SIDEWALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.
- WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER WATER COURSES, GRAVITY SEWER, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- WHEN WORKING IN AND AROUND EXISTING DRAINAGE CANALS, APPROPRIATE SILT BARRIERS SHALL BE INSTALLED AS REQUIRED BY SOUTH BROWARD DRAINAGE DISTRICT.
- B. PROJECT RECORD DOCUMENTS: THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF ALL WORK
 - ALL "AS-BUILT" INFORMATION SUBMITTED TO THE ENGINEER SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER THAT THE INFORMATION PROVIDED A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.

- 3. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF "AS-BUILT" CONSTRUCTION DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED BY THE CONTRACTOR.
- 4. ALL "AS-BUILT" INFORMATION ON ELEVATIONS, STATIONING OFFSETS AND TIES OF THE WATER, SANITARY SEWER, PAVING AND DRAINAGE SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR.
- 5. "AS-BUILT" INFORMATION ON THE WATER SYSTEM SHALL INCLUDE, BUT IS NOT LIMITED TO LOCATIONS OF ALL VALVES, FITTINGS, FIRE HYDRANTS AND WATER SERVICES AND TOP-OF-PIPE ELEVATION ON 100-FOOT INTERVALS AT A MINIMUM.
- 6. PRIOR TO A FINAL INSPECTION BY THE TOWN OF SOUTHWEST RANCHES, THE ENGINEER SHALL SUBMIT TWO (2) SETS OF BLUEPRINTS OF "AS-BUILT" CONSTRUCTION DRAWINGS.
- UPON A FINAL INSPECTION BY THE TOWN OF SOUTHWEST RANCHES, THE ENGINEER SHALL SUBMIT TO THE CITY ONE (1) COMPLETE SET OF REPRODUCIBLE MYLARS AND THREE (3) SETS OF BLUEPRINTS OF "AS-BUILT" CONSTRUCTION DRAWINGS THAT HAVE BEEN CERTIFIED BY A REGISTERED LAND SURVEYOR AND THE ENGINEER OF RECORD AND COMPUTER FILES OF "AS-BUILT" CONSTRUCTION DRAWINGS ON 3-1/2" FLOPPY DISKS IN AUTOCAD RELEASE 14 FORMAT OR LATEST REVISION.
- 8. PRIOR TO PLACEMENT OF ANY ASPHALT OR CONCRETE PAVEMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER "AS-BUILT" PLANS SHOWING LIMEROCK BASE GRADES AND ALL DRAINAGE, WATER, AND SEWER IMPROVEMENTS. PAVING OPERATIONS SHALL NOT COMMENCE UNTIL THE ENGINEER AND THE TOWN OF SOUTHWEST RANCHES HAVE REVIEWED AND APPROVED THE "AS-BUILTS".
- 9. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR SUBGRADE SHALL BE PROVIDED TO AND AND APPROVED BY THE ENGINEER AND THE TOWN OF SOUTHWEST RANCHES PRIOR TO THE PLACING THE LIMEROCK BASE MATERIAL.
- 10. ALL REQUIRED DENSITY AND LBR TEST RESULTS FOR LIMEROCK SHALL BE PROVIDED TO AND APPROVED BY THE ENGINEER AND THE TOWN OF SOUTHWEST RANCHES PRIOR TO

VII. WATER DISTRIBUTION AND OR SEWAGE FORCE MAIN SYSTEM

- THE CONTRACTOR SHALL NOTIFY THE CITY OF SOUTHWEST RANCHES UTILITIES DEPARTMENT AND THE ENGINEER OF RECORD NO LATER 24 HOUR PRIOR TO MAKING CONNECTIONS TO EXISTING SYSTEMS. A TOWN OF SOUTHWEST RANCHES ENGINEERING DIVISION REPRESENTATIVE AND THE ENGINEER OF RECORD MUST BE PRESENT.
- 2. SEPARATION OF WATER AND SEWER MAINS:
 - A. PARALLEL WATER AND SEWER MAINS SHALL HAVE A MINIMUM 10 FEET HORIZONTAL SEPARATION. WHERE THIS IS NOT POSSIBLE, THE SEWER MAIN SHALL BE IN A SEPARATE TRENCH AND BE AT LEAST 18 INCHES BELOW THE WATER MAIN AND BOTH MAINS SHALL BE DUCTILE IRON PER PRESSURE PIPE SPECIFICATIONS.
 - B. THE SEWER MAIN SHALL CROSS BELOW ALL WATER MAINS WITH A MINIMUM OF 18 INCHES VERTICAL CLEARANCE. WHERE THE CLEARANCE IS LESS THAN 18 INCHES, THE SEWER MAIN AND THE WATER MAIN SHALL BE DUCTILE IRON PIPE, WITH A MINIMUM 12" CLEARANCE, FOR 20 FEET CENTERED ON THE POINT OF CROSSING. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING SHALL BE MECHANICALLY RESTRAINED.
 - C. IF A SEWER MAIN MUST CROSS ABOVE A WATER MAIN, REGARDLESS OF VERTICAL CLEARANCE, THE PRECAUTION IN ITEM (B.) ABOVE SHALL BE TAKEN.
- 3. NO CONNECTIONS TO THE EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS FOR THE WATER MAINS AND SEWER FORCE MAINS, AND BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED AND THE SYSTEM IS ACCEPTABLE TO THE TOWN OF SOUTHWEST RANCHES AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).
- 4. CLEANING OF NEWLY INSTALLED PIPING SYSTEMS SHALL BE ACCOMPLISHED USING PIPE PIGGING METHODS. OPEN FLUSHING SHALL NOT BE ALLOWED WITHOUT PRIOR APPROVAL OF THE UTILITIES DEPARTMENT. ALL WATER WILL BE ACCOUNTED FOR.
- ALL EFFORTS SHALL BE MADE SO THAT WATER AND FORCE MAINS CROSS ABOVE DRAINAGE LINES WITH ADEQUATE COVER AND SEPARATION. IF THIS IS NOT POSSIBLE, IT SHALL
- 6. A THREE (3) FOOT LATERAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER/SEWER LINES AND OBSTRUCTIONS (I.E., CATCH BASINS, CONCRETE POLES, ETC.), FIVE
- THE MAXIMUM DEPTH TO THE BOTTOM OF THE PRESSURE MAIN INSTALLED SHALL NOT EXCEED SIX (6) FEET UNLESS APPROVED BY THE TOWN OF SOUTHWEST RANCHES ENGINEERING
- 8. RESTRAINED JOINTS SHALL BE USED, IN LIEU OF CONCRETE THRUST BLOCKS, AT ALL CHANGES IN DIRECTION OF WATER MAINS SEWACE FORCE MAINS AND FISEWHERE AS INDICATED ON THE DRAWINGS. RESTRAIN ALL PIPE JOINTS WITHIN THE DISTANCES ON EACH SIDE OF FITTINGS AS REQUIRED TO PROPERLY RESTRAIN AND SUPPORT BENDS, TEES, VALVES, DEAD ENDS AN OTHER SUCH FITTINGS WITH THE EXCEPTION OF FIRE HYDRANTS.

B. MATERIALS:

1. PIPE:

- THE WATER MAIN AND/OR SEWAGE FORCE MAIN SHALL BE EITHER POLYVINYL CHLORIDE (PVC) OR DUCTILE IRON PIPE (DIP) AND SHALL BE DESIGNED FOR A MINIMUM WORKING
- A. PVC PIPE SHALL BE ASTM 1120 PRESSURE PIPE WITH IRON O.D., CLASS 150 (DR 18), CONFORMING TO ANSI/AWWA C900-97 OR C905-97 AND SHALL HAVE PUSH
- DIP SHALL BE CLASS 350 WALL THICKNESS (UP TO 12"), CLASS 300 (14"-18"), CLASS 250 (20" OR GREATER) WITH INTERIOR CEMENT LINING AND EXTERIOR COAL TAR COATING CONFORMING TO ANSI/AWWA C151/A21.51-02, OR LATEST REVISION. SEWAGE PIPE SHALL BE EITHER DOUBLE CEMENT CONFORMING TO ANSI/AWWA C104/A214-05 OR LATEST REVISION, OR POLYETYLENE LINED CONFORMING TO ANSI/AWWA C105/A215 OR DELATEST REVISION, OR POLYETYLENE LINED CONFORMING TO ANSI/AWWA C105/A215 OR DELATEST REVISION, OR POLYETYLENE LINED CONFORMING TO ANSI/AWWA C105/A215 OR DELATEST REVISION, OR POLYETYLENE LINED CONFORMING TO ANSI/AWWA C105/A215 OR DELATEST REVISION, OR POLYETYLENE COLLAND THE DIDE ANSI/AWWA C105/A21.5—99 OR LATEST REVISION, OR APPROVED EQUAL. THE PIPE SHALL WITHSTAND A WORKING PRESSURE OF 350 PSI. THE JOINTS SHALL BE BELL AND SPIGOT PUSH ON TYPE, MECHANICAL JOINT OR FLANGED. FLANGED PIPE SHALL CONFORM WITH THE PHYSICAL AND CHEMICAL REQUIREMENTS AS SET FORTH IN THE HANDBOOK OF DUCTILE IRON PIPE OF THE CAST IRON PIPE RESEARCH

2. FITTINGS:

FITTINGS SHALL BE DUCTILE IRON COMPACT MECHANICAL JOINT AND SHALL BE CLASS 350 THROUGH 24" CONFORMING TO ANSI/AWWA C153/A21.53-00, OR LATEST REVISION, AND CLASS 250 IN SIZES 24" AND LARGER, CONFORMING TO ANSI/AWWA C110/A21.10 -98, OR LATEST REVISION, COMPLETE WITH GLANDS, GASKETS, BOLTS AND NUTS. ALL FITTINGS SHALL BE CEMENT LINED AND SEAL COATED WITH THE SAME AS PIPE.

VALVES:

- A. VALVES SHALL BE GATE VALVES FOR WATER (4"-12" SIZE), BUTTERFLY VALVES FOR FOR WATER (16" AND UP SIZE) OR PLUG VALVES FOR FORCE MAIN (ALL SIZES). GATE VALVES SHALL BE IRON BODY, FULLY RESILIENT SEAT, BRONZE MOUNTED NON-RISING STEM, DOUBLE DISC, RATED AT 200 PSI AND CONFORMING TO ANSI/AWWA C509-01 OR LATEST REVISION. EXPOSED VALVES SHALL BE OUTSIDE SCREW AND YOKE TYPE.
- BUTTERFLY VALVES AND OPERATORS SHALL CONFORM TO ANSI/AWWA C504-00 STANDARD FOR RUBBER SEATED BUTTERFLY VALVES, OR LATEST REVISIONS. VALVES SHALL BE CLASS 150 A OR B.
- PLUG VALVES SHALL BE SEMI-STEEL BODY, NON-LUBRICATED, ECCENTRIC TYPE, WITH RESILIENT FACED PLUGS, AND CAPABLE OF DRIP-TIGHT SHUT OFF AT THE RATED PRESSURE IF APPLIED AT EITHER PORT. VALVES ARE TO BE EQUIPPED WITH ACTUATING NUTS, CAST IRON HANDWHEELS OR CHAIN OPERATORS, WITH GALVANIZED STEEL CHAINS, AS APPROPRIATE FOR THE INSTALLATION AND TYPE OF OPERATOR.

B. AIR RELEASE VALVES

- SEWER FORCE MAIN AIR RELEASE VALVES SYSTEM SHALL BE A COMBINATION OF ONE SEWAGE AIR RELEASE VALVE AND ONE SEWAGE AIR/VACUUM VALVE WITH DUAL ISOLATION PLUG VALVES. BOTH VALVE BODIES AND COVERS SHALL BE OF CAST IRON CONSTRUCTION, ASTM A126-B. ALL INTERNAL PARTS SHALL BE STAINLESS STEEL, ASTM A-240 - TYPE 304 AND ASTM A276 - TYPE 303. THE VENTING ORIFICE SHALL BE 5/16" IN DIAMETER WITH STAINLESS STEEL SEAT. THE INLET OPENINGS SHALL BE A MINIMUM OF 2" NPT SCREWED CONNECTION FOR BOTH VALVES. THE VALVES SHALL FULLY CAPABLE OF OPERATION IN SEWAGE FORCE MAIN. BOTH VALVES SHALL INCLUDE A BACK—FLUSHING FEATURE FOR PERIODIC CLEANING OF THE INTERNAL MECHANISM. THE OVERALL HEIGHT SHALL NOT EXCEED 22-1/2 INCHES.
- WATER MAIN AIR RELEASE VALVES VALVE BODY AND COVER SHALL BE OF CAST IRON CONSTRUCTION, ASTM A126—B, ALL INTERNAL WORKING PARTS SHALL BE OF STAINLESS STEEL ASTM A240, TYPE 303 FOR THE FLOAT AND ASTM A296 TYPE 316 FOR THE LINKAGE. THE VENTING ORIFICE SHALL BE 3/16' IN DIAMETER WITH BRASS SEAT. THE INLET OPENING SHALL BE A 2" NPT SCREWED CONNECTION. THE OVERALL HEIGHT SHALL NOT EXCEED 13 INCHES.

C. A REFLECTIVE PAVEMENT MARKER SHALL BE INSTALLED IN THE CENTER OF THE NEAREST LANE OF ROAD PAVEMENT ADJACENT TO ALL VALVE LOCATIONS OUTSIDE THE ROAD PAVEMENT. WATER MARKERS SHALL BE WHITE, SEWER MARKERS SHALL BE GREEN.

4. FIRE HYDRANTS:

- A. FIRE HYDRANTS SHALL HAVE A MINIMUM 5 1/4" VALVE OPENING AND SHALL OPEN AGAINST THE PRESSURE AND CLOSE WITH THE FLOW. HYDRANTS SHALL MEET OR EXCEED ANSI/AWWA C502-94, C503-97 OR LATEST REVISION, AND SHALL COMPLY WITH FACTORY MUTUAL RESEARCH CORPORATION AND UNDERWRITERS LABORATORIES UL246 STANDARD.
- B. A BLUE REFLECTIVE PAVEMENT MARKER SHALL BE PROVIDED IN THE CENTER OF THE NEAREST LANES OF ROAD PAVEMENT ADJACENT TO ALL FIRE HYDRANT LOCATIONS.
- DETECTOR TAPE SHALL BE 3" WIDE BLUE TAPE FOR WATER MAIN AND BROWN TAPE FOR FORCE MAIN, WITH A METALLIZED FOIL CORE LAMINATED BETWEEN 2 LAYERS OF PLASTIC FILM. THE WORDS "CAUTION WATER LINE BURIED BELOW" OR "CAUTION FORCE MAIN BURIED BELOW" SHALL BE PRINTED AT 30"INTERVALS ALONG THE TAPE. TAPE SHALL BE PLACED 18" BELOW GRADE ABOVE ALL PVC MAINS AND SERVICES OR AS RECOMMENDED BY MANUFACTURER. NONMETALLIC TAPE SHALL BE USED ABOVE DUCTILE IRON PIPE. ALL WATER MAIN INSTALLATIONS SHALL COMPLY WITH THE COLOR CODING PROLITEMENTS OF CHAPTER 62-555 320. FAC REQUIREMENTS OF CHAPTER 62-555.320, FAC.

6. SERVICE CONNECTIONS:

- A. SERVICE SADDLES SHALL BE DUCTILE IRON EPOXY OR NYLON COATED WITH DOUBLE STAINLESS STEEL STRAPS OR SINGLE WIDE STRAP. SADDLES SHALL CONFORM TO ANSI/AWWA C111/21.11-00 AND ASTM A-588 OR LATEST REVISION.
- B. SERVICE LINES SHALL BE POLYETHYLENE (PE) TUBING AS DESCRIBED IN ANSI/AWWA C901-02 OR LATEST REVISION, WITH A WORKING PRESSURE OF 200 PSI (DR 9). PIPE JOINTS SHALL BE OF THE COMPRESSION TYPE TOTALLY CONFINED GRIP SEAL AND COUPLING NUT. POLYETHYLENE SHALL BE EXTRADED FROM PE 3408 HIGH MOLECULAR WEIGHT MATERIAL AND MUST CONFORM TO ASTM D-2737.
- C. CORPORATION STOPS SHALL BE MANUFACTURED OF BRASS ALLOY IN ACCORDANCE ASTM B-62 WITH THREADED ENDS.
- METER STOPS SHALL BE THE 90 DEGREE LOCKWING TYPE AND SHALL BE OF BRONZE CONSTRUCTION IN ACCORDANCE WITH ASTM B-62. METER STOPS SHALL BE CLOSED BUTTON DESIGN AND RESILIENT "O" RING SEALED AGAINST EXTERNAL LEAKAGE AT THE TOP. STOPS SHALL BE EQUIPPED WITH A METER COUPLING NUT ON THE
- METER AND METER BOXES 2" OR LESS ARE SUPPLIED BY THE TOWN OF SOUTHWEST RANCHES AT THE OWNER'S EXPENSE.
- 7. TAPPING SLEEVES: TAPPING SLEEVES SHALL BE DUCTILE IRON, ASTM GRADE 65-45-12, MECHANICAL JOINT.
- A. VALVE BOXES FOR WATER MAINS AND SEWER FORCE MAINS SHALL BE ADJUSTABLE SCREW TYPE WITH 5-1/4" SHAFT, 18 TO 24 INCH EXTENSION, CAST IRON ASTM-A48 CLASS 30 MARKED "WATER" OR "SEWER".
- B. VALVE BOXES FOR BLOW-OFF ASSEMBLY SHALL BE CAST IRON ASTM A-48 CLASS 30 MARKED "W". 9. RETAINER GLANDS:

RETAINER GLANDS SHALL CONFORM TO ANSI/AWWA C111/A21.11-00 OR LATEST REVISION. ALL GLANDS SHALL BE MANUFACTURED FROM DUCTILE IRON AS LISTED BY UNDERWRITERS LABORATORIES FOR 250 PSI MINIMUM WATER PRESSURE RATING.

10. DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY:

THE ASSEMBLY SHALL CONFORM TO ANSI/AWWA C510-97, OR LATEST REVISION, AND CAPABLE OF WITHSTANDING A WORKING PRESSURE OF AT LEAST 150 PSI WITHOUT DAMAGE TO WORKING PARTS OR IMPAIRMENT OF FUNCTION. IT SHALL CONSIST OF TWO INTERNALLY LOADED, INDEPENDENTLY OPERATING CHECK VALVES, LOCATED BETWEEN TWO TIGHTLY CLOSING RESILIENT COCKS. PLACED RESILIENT-SEATED TEST COCKS.

C. INSTALLATION:

CONNECTION OF ALL NEW SYSTEMS TO EXISTING MAINS SHALL BE DONE USING ONE OF THE THREE FOLLOWING METHODS:

- A. METHOD "A" PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STANDARDS, WHICH INVOLVES A REDUCED SIZE TEMPORARY CONNECTION BETWEEN THE EXISTING MAIN
- METHOD "R" PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STANDARDS WHICH INVOLVES A DIRECT CONNECTION BETWEEN THE NEW AND EXISTING MAINS USING IWO GATE VALVES SEPARATED BY A SLEEVE WITH A VENT PIPE.
- METHOD "C" APPROVED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), WHICH INVOLVES A TAP WITH ONE GATE VALVE REQUIRING DISINFECTION OF THE NEW SYSTEM PRIOR TO CONDUCTING THE PRESSURE TEST.

2. BEDDING:

- BEDDING AND INITIAL BACKFILL (12 INCHES ABOVE PIPE) FOR ALL PIPES SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR 3/4" WASHED ROCK WILL BE IN WATER OR WHERE UNSUITABLE BEDDING EXISTS AT THE DISCRETION OF THE TOWN AND THAN 6" TOWN AND THE TOWN AND THAN 6" IN DIAMETER. 3. PVC PIPE:
 - A. PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE UNI-BELL PLASTIC PIPE ASSOCIATION'S GUIDE FOR INSTALLATION OF PVC PRESSURE PIPE FOR MUNICIPAL WATER DISTRIBUTION SYSTEMS.
 - B. PVC PIPE SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER. C. DETECTOR TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL PVC MAINS APPROXIMATELY 18" BELOW GRADE, COLOR SIDE UP.
- 4. DUCTILE IRON PIPE: A. DIP SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-99 OR LATEST
- B. DIP SHALL BE INSTALLED WITH A MINIMUM OF 30" COVER. C. IDENTIFICATION TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL DIP MAINS APPROXIMATELY 18" ABOVE THE MAIN, COLOR SIDE UP.
- A. ALL VALVES SHALL BE INSTALLED WITH ADJUSTABLE CAST IRON VALVE BOXES WITH THE WORD "WATER" OR "SEWER" CAST IN THE COVER.
- B. MAIN VALVES SHALL BE LOCATED ON AN EXTENSION OF THE RIGHT-OF-WAY LINE UNLESS DIMENSIONED OTHERWISE. C. MAIN VALVES SHALL BE INSTALLED AWAY FROM PARKING AREAS. IF THIS IS UNAVOIDABLE, PROPER MEASURES SHALL BE TAKEN TO AVOID THE PARKING OF VEHICLES OVER THE VALVES. HYDRANT VALVES SHALL BE INSTALLED AS CLOSE TO THE MAIN AS POSSIBLE. VALVES LOCATED IN NON-PAVED AREAS OR IN PARKING STALLS REQUIRE A REFLECTIVE PAVEMENT MARKER ON THE CENTER OF THE
- NEAREST LANE OF ROAD PAVEMENT. WHITE REFLECTORS FOR WATER MAIN VALVES, GREEN REFLECTORS FOR FORCE MAIN VALVES. D. THE DISTANCE FROM THE TOP OF THE VALVE ACTUATOR NUT TO FINAL GRADE SHALL BE A MINIMUM OF 12 INCHES AND A MAXIMUM OF 18 INCHES.
- COVER OVER SERVICE LINES SHALL BE 18 INCHES MINIMUM, 24 INCHES MAXIMUM
- B. POLYETHYLENE SHALL BE BEDDED IN BACKFILL OF SAND WITH NO ROCK GREATER THAN 1 INCH IN DIAMETER. METER STOPS SHALL HAVE 8 INCHES TO 10 INCHES COVER OR AS REQUIRED FOR

BELOW FINISHED GRADE AND 24 INCHES UNDER PAVEMENT.

- PROPER METER/BOX INSTALLATION. D. WATER SERVICES UNDER PAVEMENT SHALL BE ENCASED IN A SCHEDULE 80 PVC SLEEVE FOR THE FULL LENGTH OF THE PAVEMENT AND FOR 2 FEET BEYOND THE EDGE.
- THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2" X 4" TREATED STAKE, PAINTED BLUE, EXTENDING 18 INCHES (MINIMUM) ABOVE GRADE UNLESS INDICATED OTHERWISE.

1. THE PHYSICAL CONNECTION OF THE NEW SYSTEM TO THE EXISTING SYSTEM SHALL BE DONE IN ACCORDANCE WITH SECTION "C.-1." (THIS DOCUMENT) WHICH WILL DICTATE THE ORDER OF THE PRESSURE TESTING AND DISINFECTION.

- 2. THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED. THE PRESSURE TEST SHALL BE FOR TWO HOURS AT 150 PSI MINIMUM TEST PRESSURE IN ACCORDANCE WITH ANSI/AWWA C600—05 OR LATEST REVISION. THE PRESSURE TEST SHALL NOT VARY MORE THAN 5 PSI DURING THE TEST. LEAKAGE ALLOWANCES WILL NOT BE MADE FOR FITTINGS OR VALVES.
- 3. ALLOWABLE LEAKAGE SHALL NOT EXCEED THE FORMULA OF:

L (GALLONS PER HOUR) = $\frac{S D (P)^{0.5}}{148,000}$

- L = ALLOWABLE LEAKAGE IN GALS/HR (NO ALLOWABLE LEAKAGE FOR VALVES)
 S = LENGTH OF PIPE TESTED IN FEET
 D = NOMINAL DIAMETER OF PIPE IN INCHES
- P = AVERAGE TEST PRESSURE DURING TEST IN LBS/SQ. IN.
- 4. THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF THE TOWN OF SOUTHWEST RANCHES ENGINEERING DIVISION AND THE ENGINEER OF RECORD.
- 5. SAMPLING POINTS SHALL BE PROVIDED AT THE LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE BROWARD COUNTY HEALTH DEPARTMENT. IF NOT SPECIFIED, SAMPLING POINTS SHALL BE PROVIDED AT INTERVALS OF 1200 FEET MAXIMUM FOR LINES GREATER THAN 1200 FEET IN LENGTH. PROVIDE A MINIMUM OF TWO SAMPLING POINTS FOR ALL OTHER TEST SEGMENTS.
- 6. BEFORE ACCEPTANCE FOR OPERATION, THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH ANSI/AWWA C651-05 OR LATEST REVISION WITH APPROVED BACTERIOLOGICAL SAMPLES AND PROPER DOCUMENTATION BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP). COLLECTION OF SAMPLES IS THE CONTRACTOR'S RESPONSIBILITY AND WILL BE WITNESSED BY A TOWN OF SOUTHWEST RANCHES ENGINEERING DIVISION REPRESENTATIVE.

WIII. GRAVITY SEWAGE COLLECTION SYSTEM

A. MATERIALS:

1. SEWER PIPE AND FITTINGS:

- A. PVC SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE PIPE CONFORMING TO ASTM D-3034, SDR 35, WITH PUSH-ON RUBBER GASKET JOINTS UNLESS OTHERWISE NOTED.
- B. DUCTILE IRON PIPE (DIP) SHALL BE DOUBLE CEMENT CONFORMING TO ANSI/AWWA C104/A21.4-95, OR LATEST REVISION, OR POLYETHYLENE LINED INSIDE CONFORMING TO ANSI/AWWA C105/A21.5-93, OR APPROVED EQUAL AND SHALL HAVE A COAL TAR EPOXY COATING, MANUFACTURED IN ACCORDANCE TO ANSI/AWWA C151/A21.51-96, OR LATEST REVISION, MINIMUM WALL THICKNESS CLASS 350 (UNLESS OTHERWISE SPECIFIED).
- C. ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER.

- A. MANHOLES SHALL BE PRECAST PER ASTM C-478 TYPE II WITH 4000 PSI CONCRETE AND GRADE 40 STEEL. MONOLITHICALLY POURED BASES ONLY.
- B. MANHOLE OPENINGS ARE TO BE SEALED WITH ANTI-HYDRO CEMENT OR APPROVED EQUAL. NO MOLDING PLASTER WILL BE ALLOWED.
- C. MANHOLE JOINTS SHALL BE SEALED WITH "RAMNEK" GASKETS OR APPROVED EQUAL AND WITH ANTI-HYDRO CEMENT ON THE INSIDE AND OUTSIDE.

B. INSTALLATION

1. PIPE AND FITTINGS:

- A. SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D-2321, AND THE UNI-BELL PLASTIC PIPE ASSOCIATION'S "RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE".
- B. DIP SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-93, OR LATEST
- C. BEDDING AND INITIAL BACKFILL 12 INCHES OVER SEWER MAINS AND SERVICES SHALL BE SAND WITH NO ROCK LARGER THAN 1 INCH IN DIAMETER. PEA ROCK OR 3/4" WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS AT THE DISCRETION OF THE TOWN OF SOUTHWEST RANCHES. ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6 INCH IN DIAMETER.
- D. PIPE CONNECTION INTO MANHOLE WALL SHALL BE DUCTILE IRON PIPE, GROUTED IN PLACE, OR CAST-IN NEOPRENE RUBBER BOOT, OR EQUAL AS APPROVED BY THE TOWN OF SOUTHWEST RANCHES.
- E. GRAVITY SEWER MAINS INSTALLED DEEPER THAN TWELVE (12) FEET SHALL BE D.I.P. AND SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-93 OR LATEST

2. MANHOLES:

- A. MANHOLES SHALL BE SET PLUMB TO LINE AND GRADE ON FIRM CLEAN SUBGRADE PROVIDING UNIFORM BEARING UNDER THE BASE.
- B. ALL OPENINGS AND JOINTS SHALL BE SEALED WATER-TIGHT. C. THE ENTIRE INSIDE OF THE MANHOLES SHALL BE PAINTED WITH TWO COATS (8 MILS EACH, DRY) OF KOPPER'S 300-M BITUMASTIC COATING, OR APPROVED EQUAL.
- FIRST COAT RED, SECOND COAT BLACK. THE OUTSIDE OF EACH MANHOLE REQUIRES ONLY ONE COAT (8 MILS, DRY) OF THE SAME TYPE OF COATING. D. MANHOLES SHALL BE INSTALLED AWAY FROM PARKING AREAS ON THE CENTERLINE OF THE ROADWAY. IF THIS IS UNAVOIDABLE, PROPER MEASURES SHALL BE TAKEN TO PROHIBIT THE PARKING OF VEHICLES OVER MANHOLES.
- E. ORANGE REFLECTIVE PAVEMENT MARKERS SHALL BE PROVIDED ON THE CENTER OF THE NEAREST LANE OF ROAD PAVEMENT ADJACENT TO ALL MANHOLE LOCATIONS OUTSIDE THE ROAD PAVEMENT. F. ALL LIDS SHALL BE PROVIDED WITH A POLYETHYLENE WATER TIGHT MANHOLE INSERT THE COVER BODY SHALL BE MANUFACTURED TO THE DIMENSIONS AS SHOWN ON THE CONTRACT DRAWINGS TO ALLOW EASY INSTALLATION IN THE MANHOLE FRAME. THE
- INSERT SHALL BE PROVIDED WITH A LIFT STRAP ATTACHED TO THE COVER BODY. 3. SERVICE: A. MINIMUM SLOPE OF ALL SERVICE LINES SHALL BE AS INDICATED IN THE "SOUTH FLORIDA BUILDING CODE" BROWARD COUNTY EDITION.
- B. SERVICE LATERALS SHALL TERMINATE AT A DEPTH 30" BELOW FINISHED GRADE. C. EACH SERVICE CONNECTION SHALL BE PLUGGED WATERTIGHT WITH AN APPROVED PLUG.
- D. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2" X 4" TREATED STAKE PAINTED RED, EXTENDING 18 INCHES (MINIMUM) ABOVE GRADE. E. CONTRACTOR SHALL ROUGH IN RISER TO 1 FOOT ABOVE FINISHED GRADE AND PLUG. AT PROJECT COMPLETION, CUT BACK TO FINISHED GRADE.

F. CONNECTION OF SERVICES TO BUILDING'S PLUMBING SHALL BE COORDINATED WITH THE CITY'S BUILDING AND ZONING DEPARTMENT, PLUMBING SECTION.

C. TESTING: AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENTIRE SYSTEM SHALL BE LAMPED. SEWER LAMPING SHALL BE WITNESSED BY THE ENGINEER OF RECORD AND A REPRESENTATIVE FROM THE TOWN OF SOUTHWEST RANCHES ENGINEERING DIVISION.

2. AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE TOWN OF SOUTHWEST RANCHES OR THE

- ENGINEER OF RECORD MAY REQUIRE A VISUAL INFILTRATION AND OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.
- 3. AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE TOWN OF SOUTHWEST RANCHES. MANHOLE EXFILTRATION LEAKAGE SHALL NOT EXCEED 4 GALLONS PER DAY PER UNIT
- 5. SEWER PIPE EXFILTRATION LEAKAGE SHALL NOT EXCEED 10 GALLONS PER DAY PER INCH DIAMETER PER MILE IN A TWO HOUR TEST PERIOD FOR ANY SECTION TESTED. 6. VISIBLE MANHOLE AND SEWER PIPE INFILTRATION LEAKAGE SHALL NOT BE PERMITTED.
- 7. SANITARY SEWER SHALL BE TELEVISED, AT DEVELOPER'S EXPENSE, PRIOR TO FINAL APPROVAL OF CONSTRUCTION. VIDEO TAPE AND REPORT SHALL BE EXAMINED BY THE TOWN OF SOUTHWEST RANCHES ENGINEERING DIVISION. OWNER / CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING OF ANY DEFICIENCIES PRIOR TO THE CITY'S CERTIFICATION OF COMPLETION TO ANY AGENCY.

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AS SHOWN SCALE: 6/17/2024 DRAWN BY: W.B. C.D. GN-(CENS) lo. 64761[\] ☆ STATE OF CORTO

BID SET

HECKED BY: ESIGNED BY

WILLIAM R. BARBARO, P.E.

FL. REGISTRATION NO. - 64761

BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION

- A. SANITARY SEWERS AND FORCE MAINS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS AND FORCE MAINS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE. WHERE SANITARY SEWERS OR FORCE MAINS MUST CROSS A WATER MAIN WITH LESS THAN 18 INCHES OF VERTICAL DISTANCE, BOTH THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (D.I.P.) AT THE CROSSING. SUFFICIENT LENGTHS OF D.I.P. MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS WHEN THE WATER MAIN IS ABOVE THE SEWER MAIN. A MINIMUM VERTICAL CLEARANCE OF 12 INCHES MUST BE MAINTAINED AT ALL CROSSINGS WHEN THE WATER MAIN IS BELOW THE SEWER MAIN.
- ALL CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUAL DISTANCE FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 18 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE ARRANGED TO MEET THE CROSSING
- REQUIREMENTS ABOVE. B. A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN 10-FOOT HORIZONTAL SEPARATION THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF
- WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF D.I.P. AND THE SANITARY SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF D.I.P. WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. IN THAT CASE THE WATER MAIN SHOULD BE ABOVE THE SEWER. JOINTS ON THE WATER SHALL BE LOCATED AS FAR APART AS
- POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS). C. ALL D.I.P. SHALL BE CLASS 50 OR HIGHER. ADEQUATE PROTECTIVE MEASURE AGAINST CORROSION SHALL BE USED AS DETERMINED BY DESIGN.

GENERAL NOTE:

THE CONTRACTOR SHALL CONFORM TO THE MOST CURRENT AND MOST STRINGENT STANDARDS AND SPECIFICATION REQUIREMENTS FOR THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL REGULATION AND THE TOWN OF SOUTHWEST RANCHES, PERTAINING TO ALL UTILITY PIPE SEPARATIONS.

X. EARTHWORK AND COMPACTION

1. NOTES ON WATER SEWER SEPARATION:

A. GENERAL

- 1. NONE OF THE EXISTING MATERIAL IS TO BE INCORPORATED IN THE LIMEROCK BASE.
- 2. ALL SUBGRADE UNDER PAVED AREAS SHALL HAVE A MINIMUM LBR VALUE OF 40 AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
- 3. ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
- 4. A 2" BLANKET OF TOP SOIL SHALL BE PLACED OVER ALL AREAS TO BE SODDED.
- 5. SOD SHALL BE ST. AUGUSTINE, BITTER BLUE OR FLORATAM AND SHALL BE PLACED ON THE GRADED TOP SOIL AND WATERED TO INSURE SATISFACTORY CONDITION UPON FINAL ACCEPTANCE OF THE PROJECT.
- 6. WHEN WORKING IN AND AROUND EXISTING DRAINAGE CANALS OR LAKES, APPROPRIATE SILT BARRIERS SHALL BE INSTALLED.
- B. ON-SITE: 1. ALL ORGANIC AND OTHER UNSUITABLE MATERIAL WITHIN THREE FEET OF AREAS TO BE PAVED SHALL BE REMOVED.
- 2. SUITABLE BACKFILL SHALL BE MINIMUM LBR 40 MATERIAL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 FOR THREE (3) FEET BEYOND THE PERIMETER OF THE PAVING.

XI. STORM DRAINAGE

A. CONTRACTOR MAY UTILIZE ONE OF THE FOLLOWING MATERIALS.

1. ALUMINUM:

- A. PIPE SHALL BE ALUMINUM, MANUFACTURED IN CONFORMANCE WITH ASTM B209.
- B. PIPE SHALL BE SPIRAL RIB DRAINAGE PIPE WITH 3/4" BY 3/4" RIBS, APPROXIMATELY 7-1/2" ON CENTER. GAUGE THICKNESS SHALL MEET FDOT STANDARD 945-1.
- C. PIPE COUPLING BANDS SHALL BE 12" WIDE STANDARD SPLIT BANDS OF THE SAME ALLOY AS THE PIPE AND MAY BE ONE GAUGE LIGHTER THAN THE PIPE.
- D. POLYURETHANE OR OTHER SEALANT SHALL BE USED WITH COUPLING BANDS ON ALL NON-PERFORATED PIPE.
- 2. REINFORCED CONCRETE PIPE (RCP):

CONCRETE PIPE FOR STORM SEWERS SHALL CONFORM TO ASTM L70-79, TABLE III, WALL B, OR LATEST REVISION. ALL PIPE SHALL HAVE MODIFIED TONGUE AND GROOVE JOINTS, AND HAVE RUBBER GASKETS, UNLESS OTHERWISE SPECIFIED.

3. POLYPROPYLENE PIPE (PPP):

POLYPROPYLENE PIPE SHALL HAVE A SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATIONS. MANNING'S "N" VALUE FOR USE IN DESIGN SHALL BE 0.012. POLYPROPYLENE PIPE MEETS OR EXCEEDS AASHTO M330 OR ASTM F2881 (12"-60"). PIPE SHALL BE JOINED BY WATERTIGHT, GASKETED INTEGRAL BELL, REINFORCED BY A POLYMER COMPOSITE BAND & SPIGOT. THE JOINT SHALL BE WATERTIGHT ACCORDING TO THE REQUIREMENTS OF ASTM D3212. POLYPROPYLENE COMPOUND SHALL BE IMPACT MODIFIED COPOLYMER MEETING AASHTO M330 OR ASTM F2881 (12"-60"). INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM

4. MISCELLANEOUS:

- A. BEDDING AND INITIAL BACKFILL OVER DRAINAGE PIPES SHALL BE SAND WITH NO ROCK LARGER THAN 1" DIAMETER.
- B. BACKFILL MATERIAL UNDER PAVED AREAS SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
- C. BACKFILL MATERIAL UNDER AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
- D. CATCH BASINS SHALL BE PRECAST MINIMUM 3000 PSI CONCRETE AND GRADE 40 REINFORCED STEEL.

5. INSTALLATION:

- A. PIPE SHALL BE PLACED ON STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO UNIFORM GRADE AND LINE.
- B. BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL WELL TAMPED IN LAYERS NOT TO EXCEED SIX INCHES (6").
- C. PROVIDE A MINIMUM PROTECTIVE COVER OF 18 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
- D. THE CONTRACTOR SHALL NOTIFY THE LOCAL WATER CONTROL DISTRICT AT LEAST 24 HOURS PRIOR TO THE START OF THE CONSTRUCTION AND INSPECTION.

XII. STORM DRAINAGE PRE-TREATMENT/EXFILTRATION SYSTEM

- A. ANY CONFLICT WITH EXISTING OR PROPOSED UTILITIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY IMPERMEABLE MATERIAL ENCOUNTERED IN THE EXCAVATION FOR THE DRAIN FIELD SHALL BE REMOVED AS DIRECTED BY THE ENGINEER.
- B. THE TRENCH LINER SHALL BE TYPAR SPUN BONDED POLYPROPYLENE FILTER FABRIC AS MANUFACTURED BY THE DUPONT COMPANY, OR APPROVED EQUAL. IT SHALL BE USED ON THE SIDES AND TOP OF DRAIN FIELD DITCH. THE TOP SECTION OF THE MATERIAL SHALL BE LAPPED A MINIMUM OF 24 INCHES AND THE CONTRACTOR SHALL TAKE EXTREME CARE IN BACKFILLING TO AVOID BUNCHING OF THE FABRIC.
- C. PERFORATED PIPE WITHIN THE DRAIN FIELD SHALL HAVE 3/8 INCH PERFORATIONS 360° AROUND THE PIPE WITH APPROXIMATELY 120 PERFORATIONS PER FOOT OF PIPE.
- D. PERFORATED PIPE SHALL TERMINATE FIVE FEET (5') FROM THE DRAINAGE STRUCTURE. THE REMAINING FIVE FEET (5') SHALL BE NON-PERFORATED PIPE.
- E. PIPES SHALL TERMINATE TWO FEET (2') FROM THE END OF THE TRENCH OR CONNECT TO ADDITIONAL CATCH BASINS.

XIII. PAVING

A. GENERAL:

- ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF LIMEROCK BASE AND PRIOR TO PLACEMENT OF THE PAVEMENT.
- 2. ALL EXISTING PAVEMENT CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
- 3. WHERE PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
- 4. ALL STREET CORNER PAVEMENT RADII SHALL BE 25 FEET UNLESS OTHERWISE NOTED ON THE PLANS.
- 5. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD AND THE TOWN OF SOUTHWEST RANCHES "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND THE PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGE OF PAVEMENT AT 50 FEET INTERVALS. THESE "AS-BUILTS" SHALL BE APPROVED BY THE CITY PRIOR TO THE PLACEMENT OF ASPHALT.
- 6. REFER TO ARCHITECTURAL PLANS FOR BRICK PAVERS DESIGN. AS APPLICABLE.

B. MATERIALS:

- BASE COURSE SHALL BE CRUSHED LIMEROCK MIAMI OOLITE WITH A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM (60% FOR LOCAL STREETS AND PARKING AREAS) AND A MINIMUM LIMEROCK BEARING RATIÒ 100.
- 2. PRIME COAT AND TACK COAT SHALL MEET F.D.O.T. STANDARDS.
- 3. SURFACE COURSE SHALL BE EQUAL TO F.D.O.T. TYPE S-3 ASPHALT.
- 4. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6" X 6" NO. 6
- 5. REFER TO ARCHITECTURAL PLANS FOR BRICK PAVERS DESIGN, AS APPLICABLE.

C. INSTALLATION:

- 1. LIMEROCK BASE MATERIAL SHALL BE 8 INCHES THICK AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T80-C.
- 2. LIMEROCK BASE MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS. BASES GREATER THAN 6" SHALL BE PLACED IN TWO OR MORE EQUAL LIFTS.
- 3. ASPHALTIC CONCRETE SHALL BE A MINIMUM OF 1 1/2" THICK AND SHALL BE PLACED TWO 3/4" LIFTS. (NOTE: SECOND LIFT TO BE PLACED AFTER A MINIMUM OF 80% OF THE HOUSES HAVE BEEN COMPLETED OR AS DIRECTED BY THE CITY ENGINEER).
- 4. PRIME COAT SHALL BE PLACED ON ALL LIMEROCK BASES IN ACCORDANCE WITH F.D.O.T. STANDARDS.
- 5. TACK COAT SHALL BE PLACED AS REQUIRED IN ACCORDANCE WITH F.D.O.T. STANDARDS.
- 6. REFER TO ARCHITECTURAL PLANS FOR BRICK PAVERS DESIGN, AS APPLICABLE.

D. TESTING:

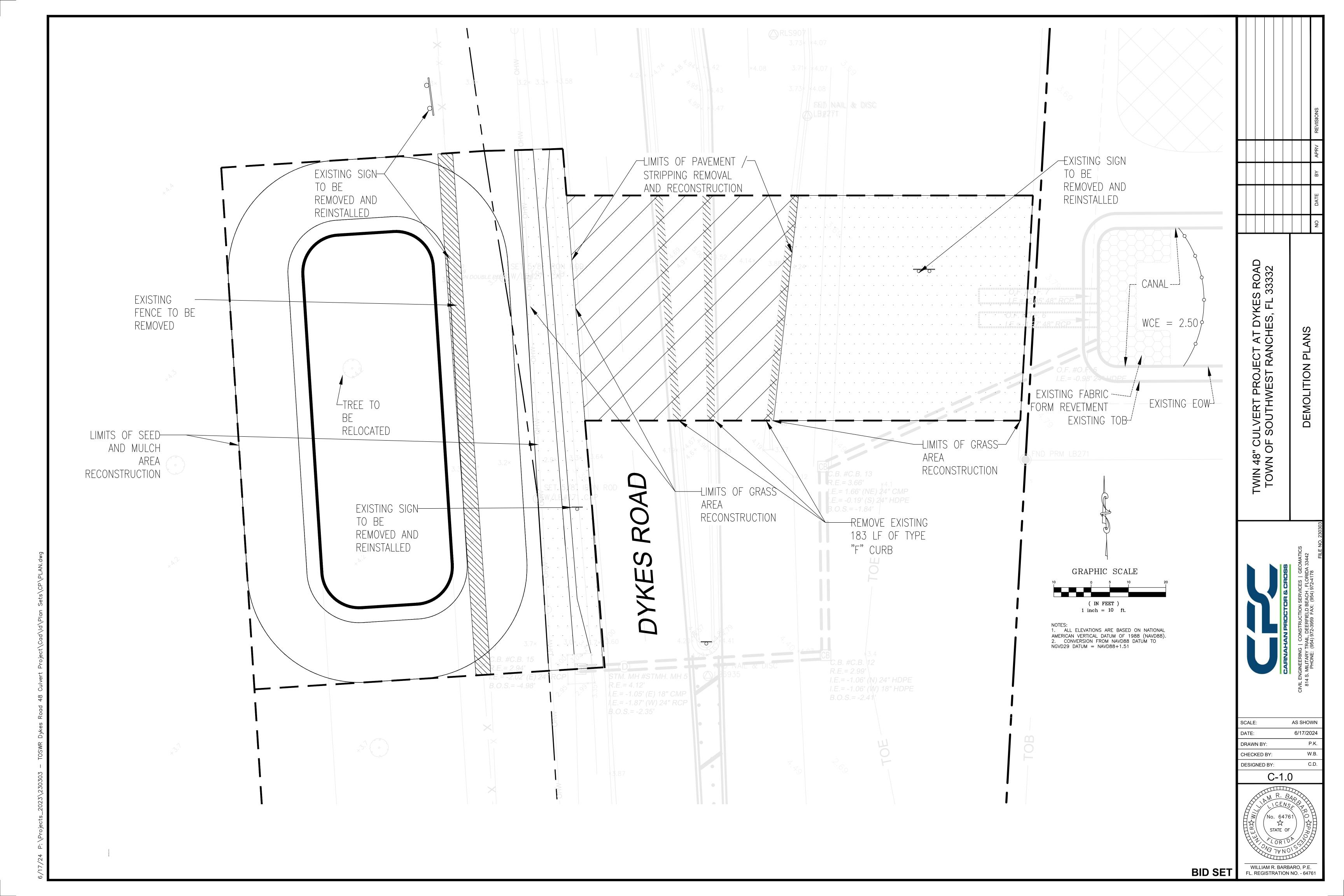
- ALL SUBGRADE, LIMEROCK AND ASPHALT TESTS REQUIRED SHALL BE TAKEN AT THE DIRECTION OF THE ENGINEER AND/OR THE TOWN OF SOUTHWEST RANCHES.
- 1. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.
- 2. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA, AND TAKEN AS DIRECTED BY THE ENGINEER AND THE CITY OF SOUTHWEST RANCHES.
- 3. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE OWNER EXCEPT THOSE TESTS FAILING TO MEET THE SPECIFIED REQUIREMENTS, WHICH ARE TO BE PAID BY THE

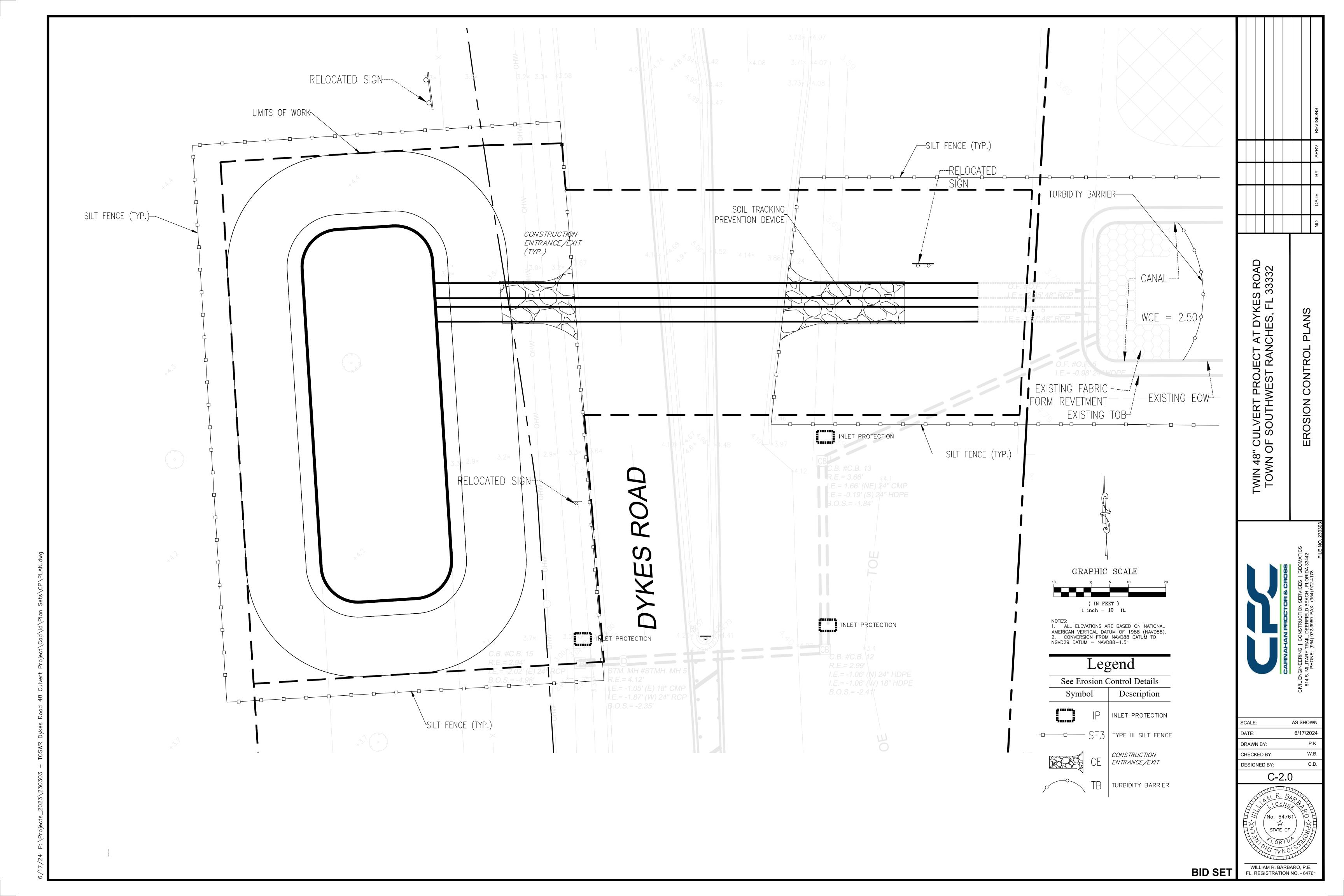
XIV. SIGNING AND MARKING

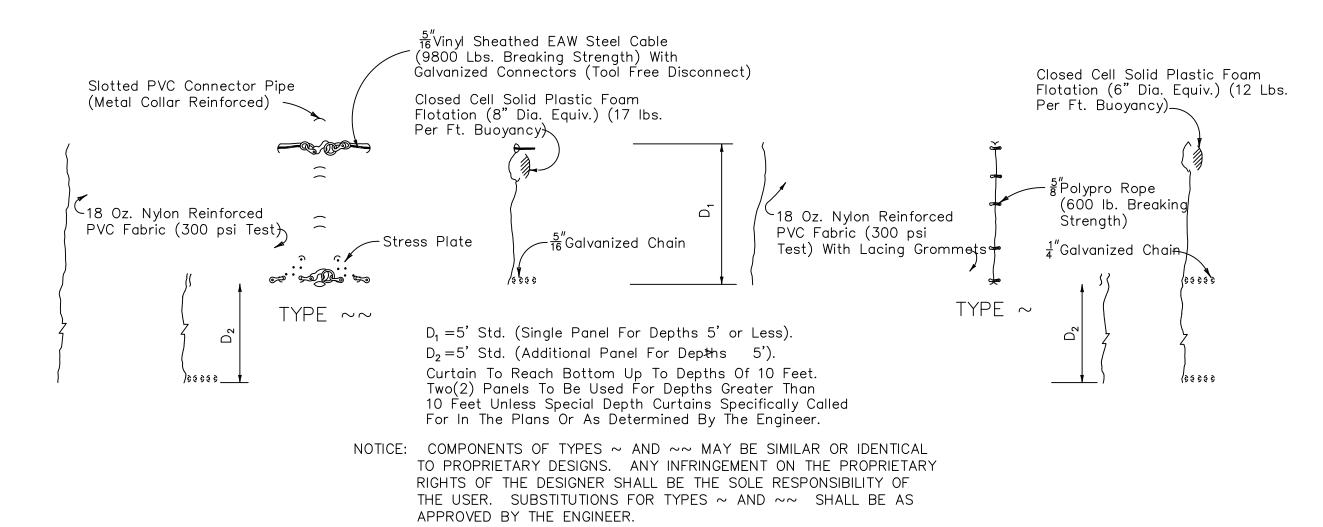
- A. ALL PAVEMENT MARKINGS SHALL BE HOT APPLIED THERMOPLASTIC MANUFACTURED AND APPLIED IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATION'S SECTION 711 AND BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS WHERE APPLICABLE.
- B. ALL SIGNS SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND BROWARD COUNTY TRAFFIC ENGINEERING DIVISION
- C. REFLECTIVE PAVEMENT MARKERS SHALL BE CLASS B MARKERS MANUFACTURED IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS 706 AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PROCEDURES.

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		TOWN OF SOUTHWEST RANCHES, FL 33332			GENERAL NOTES	
			CARNAHAN PROCTOR & CROSS	CIVII ENGINEERING CONSTRUCTION SERVICES GEOMATICS	814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442	PHONE: (954) 972-3959 FAX: (954) 972-4178
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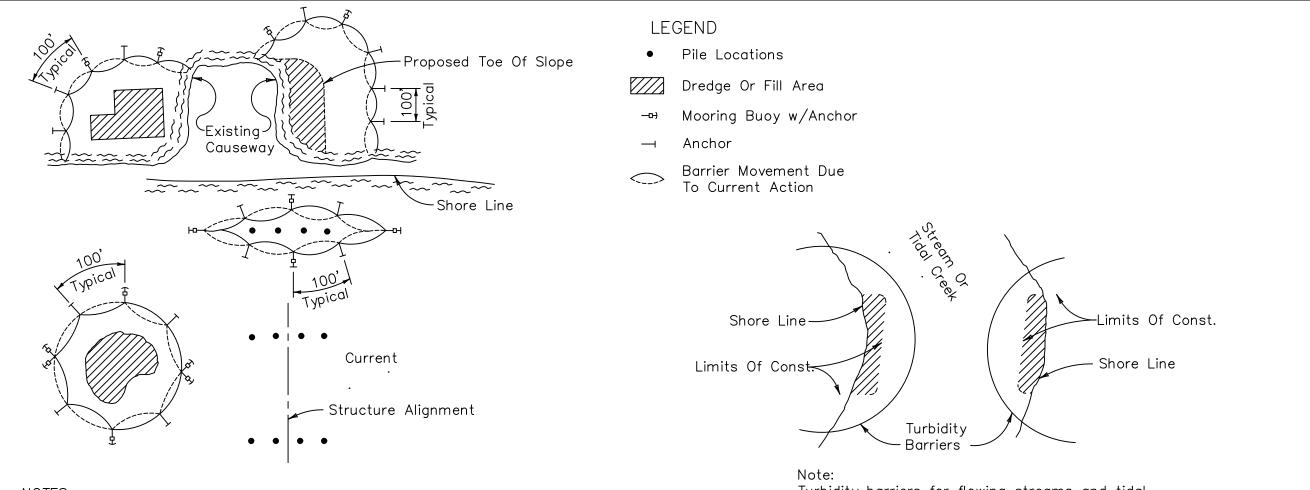
W.B. CHECKED BY: C.D. **DESIGNED BY:** GN-2 1 CENS, No. 64761\ STATE OF FLORIDA WILLIAM R. BARBARO, P.E. BID SET FL. REGISTRATION NO. - 64761







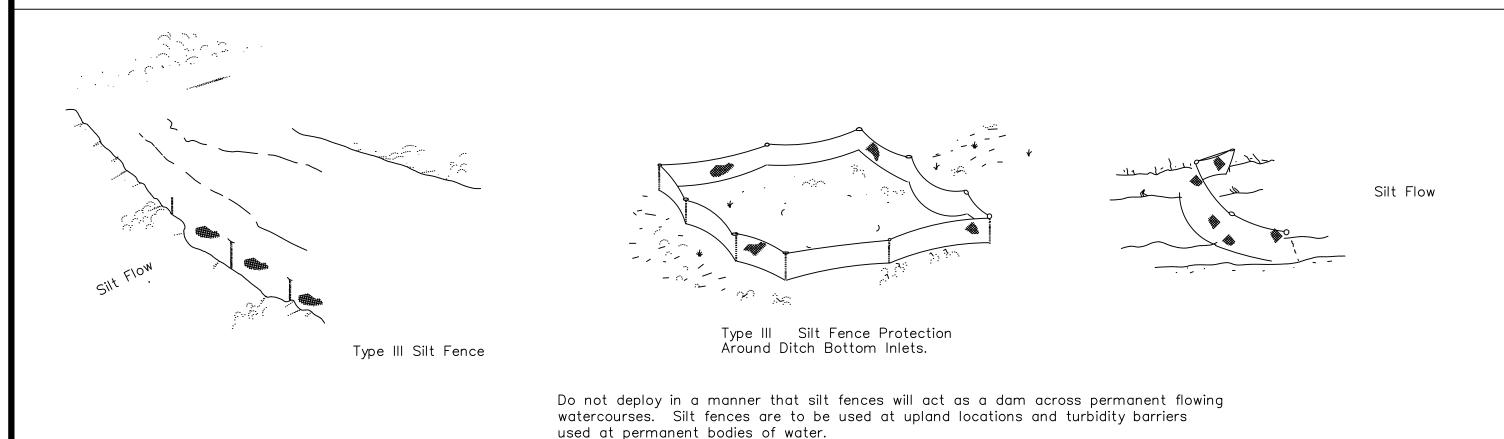
FLOATING TURBIDITY BARRIERS



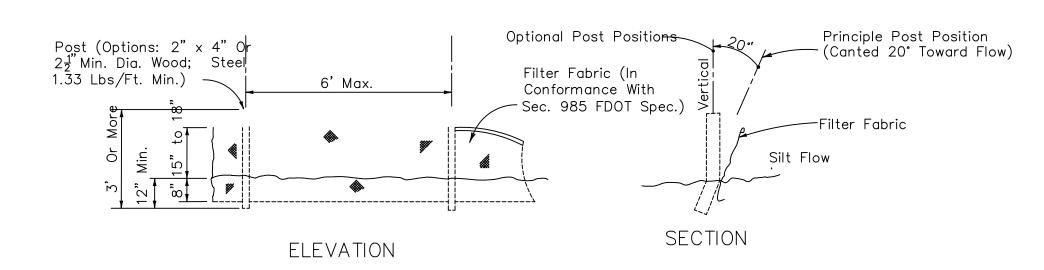
- 1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
- 2. Number and spacing of anchors dependent on current velocities.
- 3. Deployment of barrier around pile locations may vary to accommodate construction operations.
- 4. Navigation may require segmenting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

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

TURBIDITY BARRIER APPLICATIONS

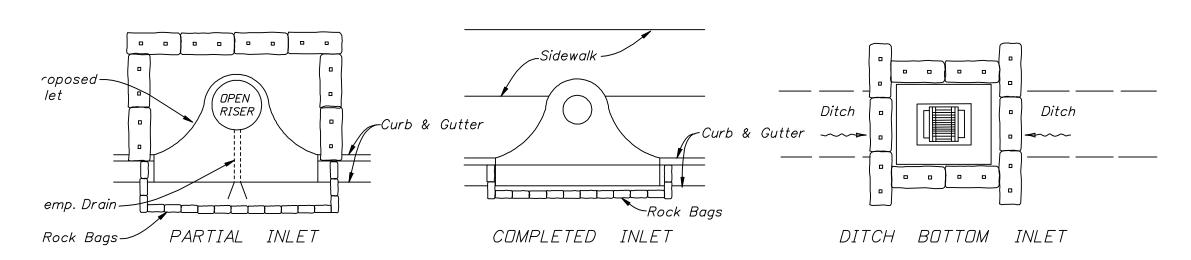


SILT FENCE APPLICATIONS

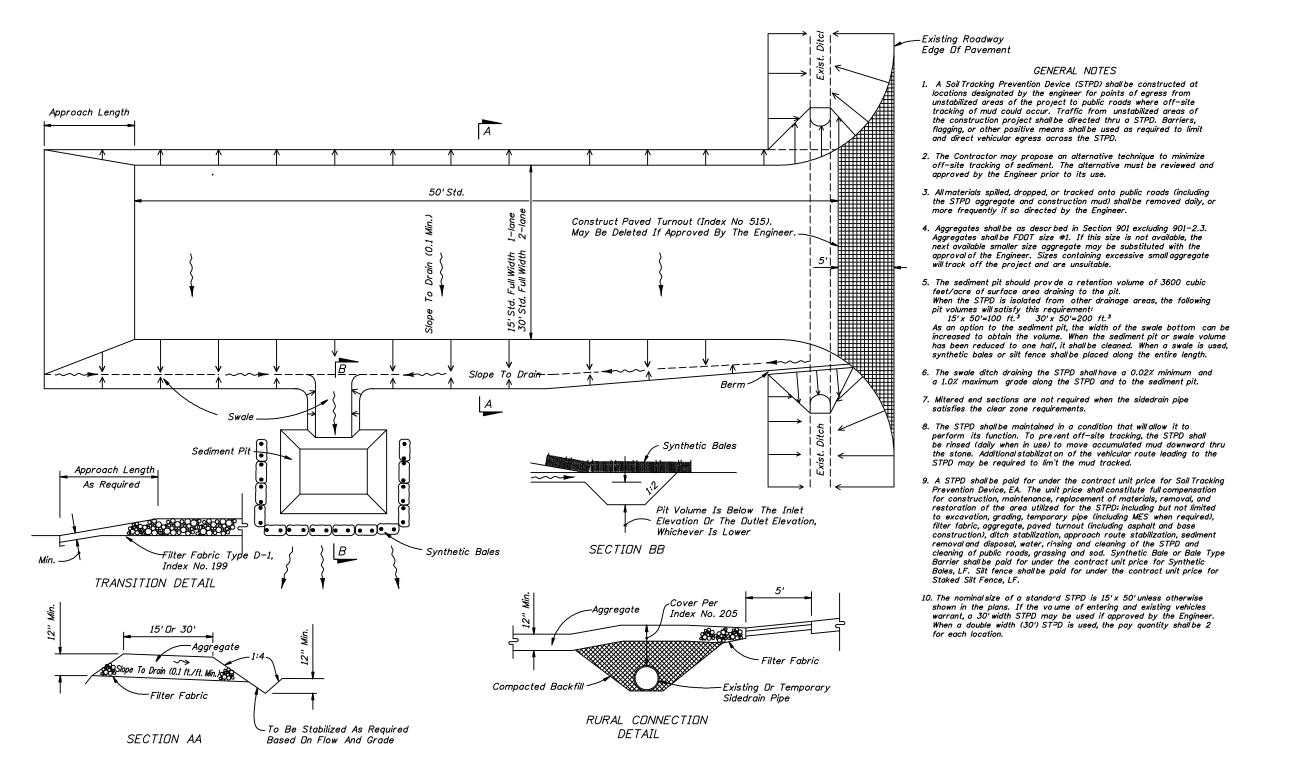


Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

TYPE III SILT FENCE



INLET PROTECTION DETAIL



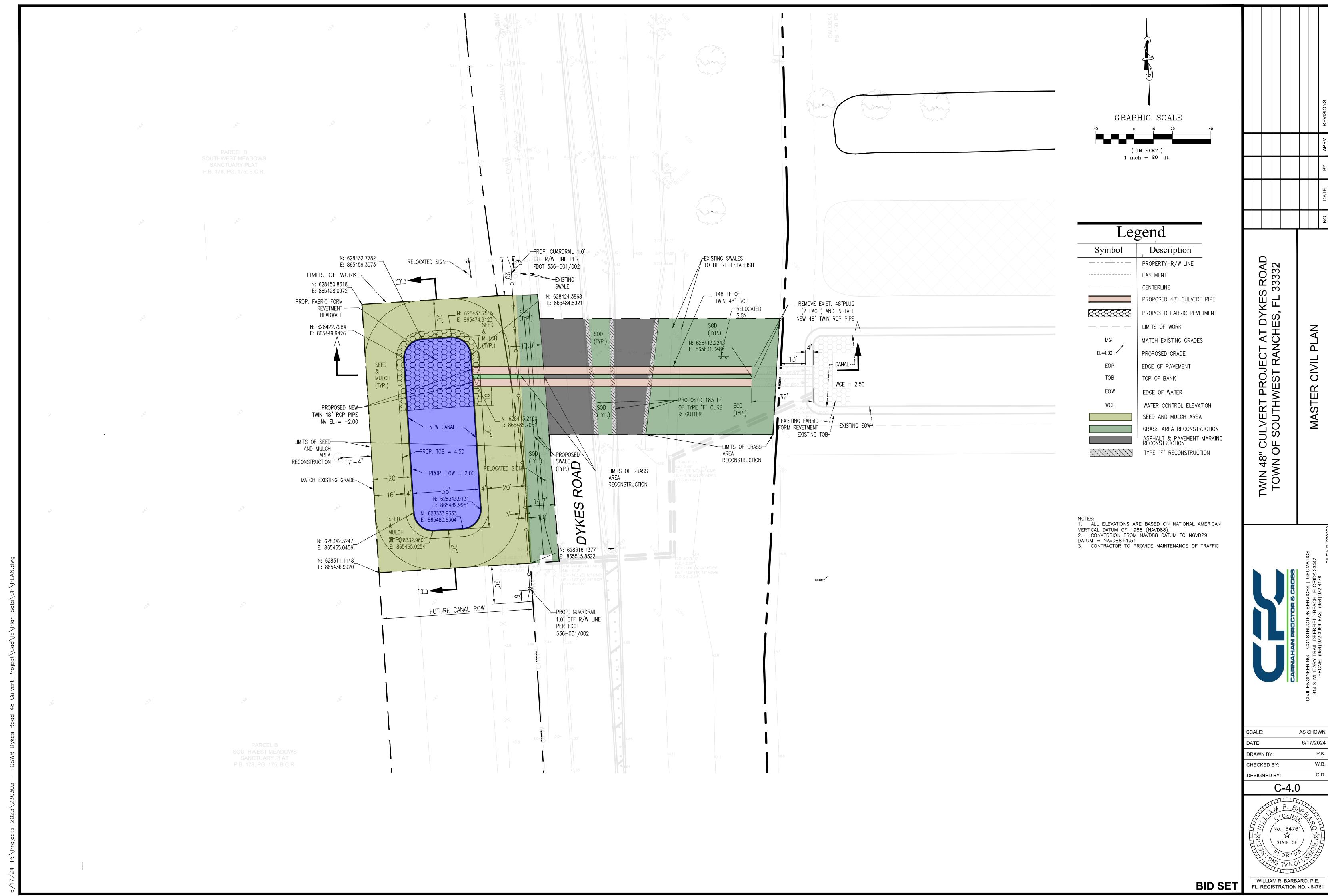
SOIL TRACKING DETAIL

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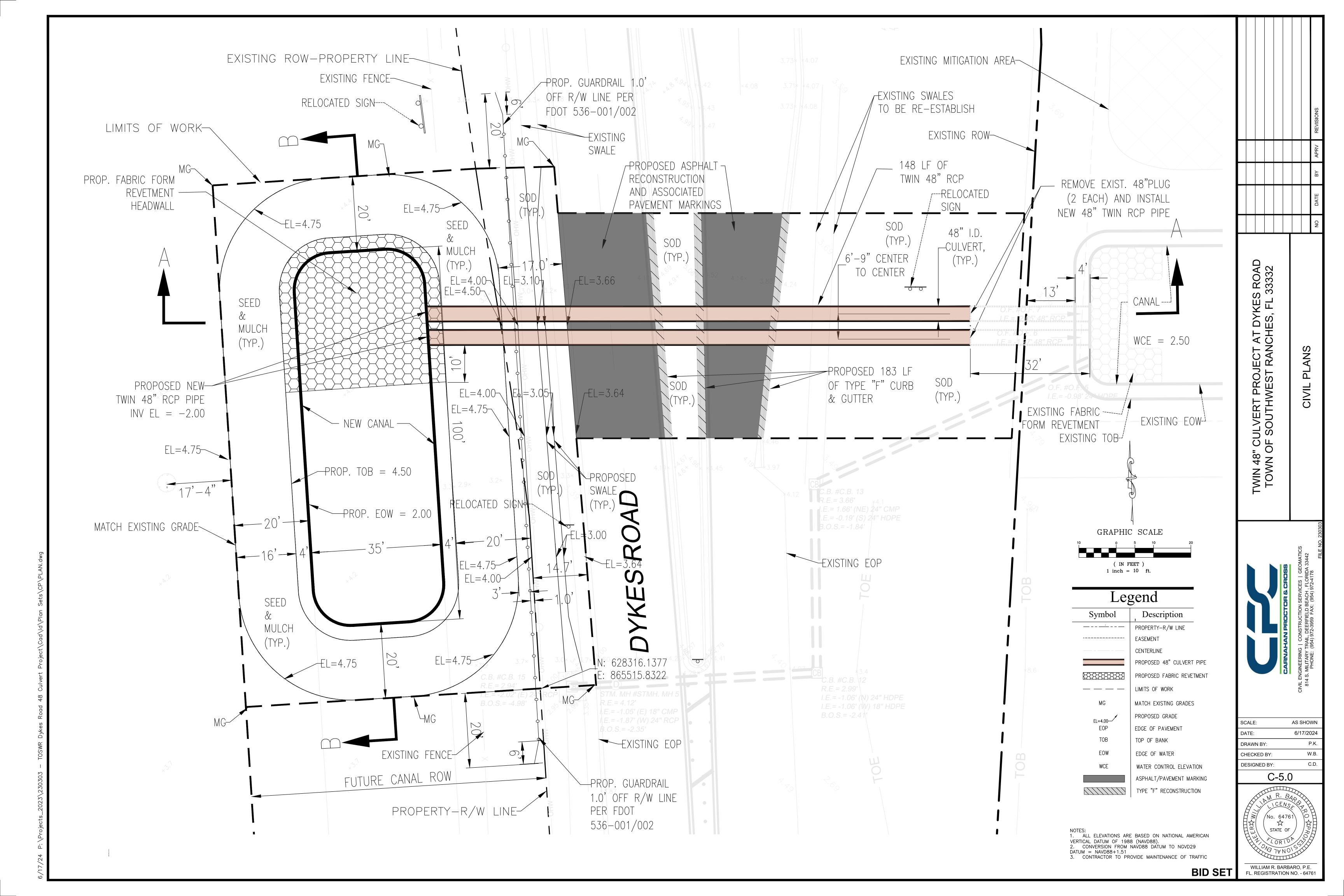
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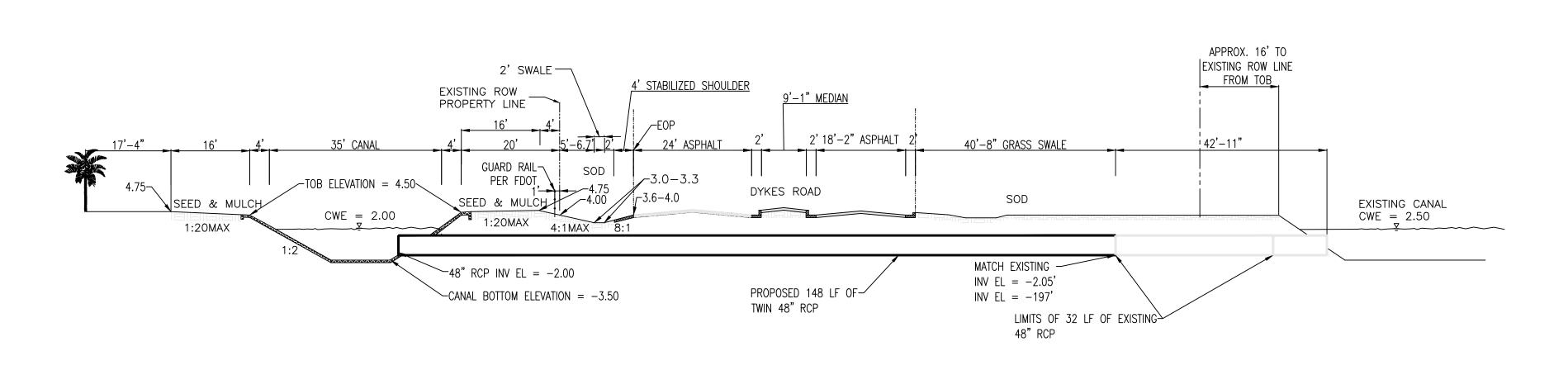
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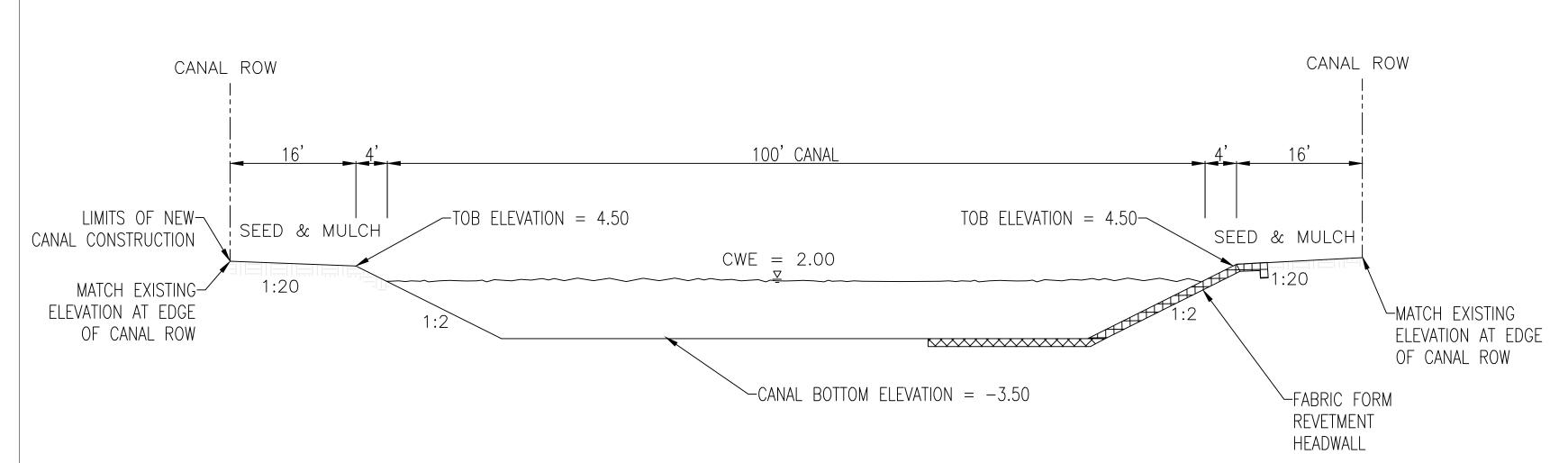
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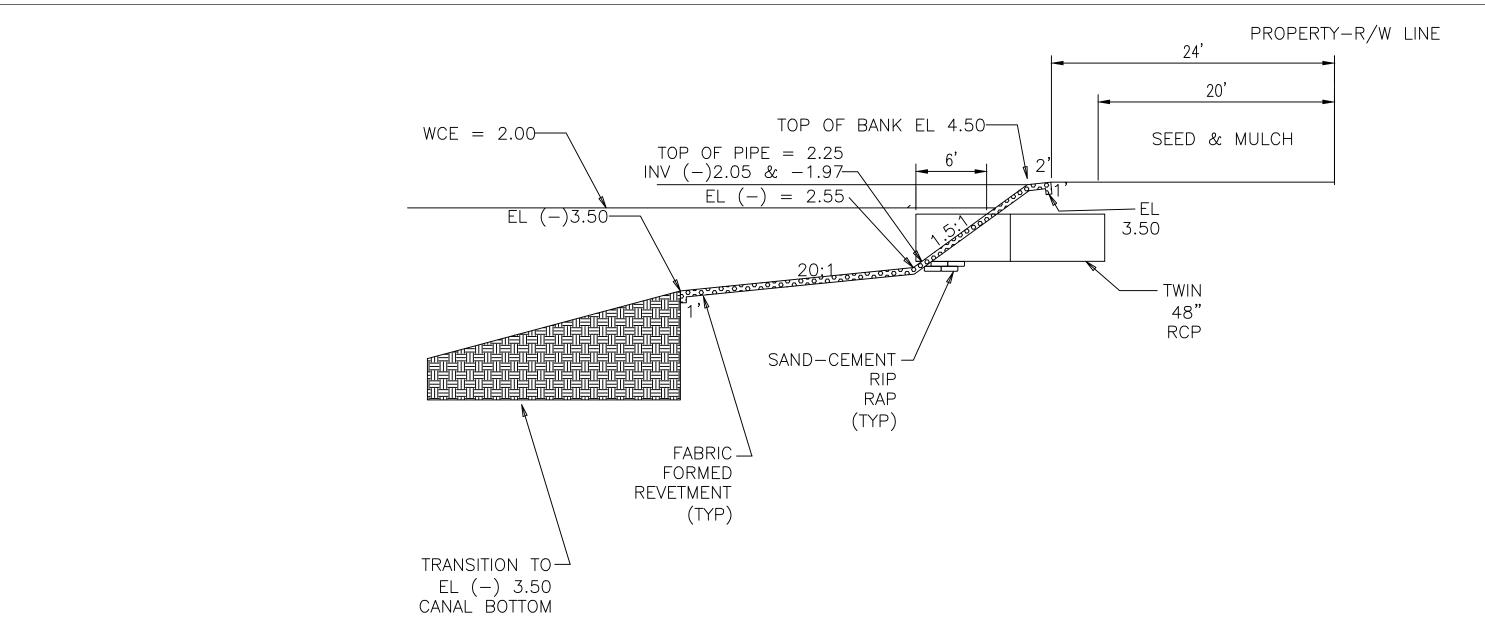




SECTION A-A



SECTION B-B



FABRIC FORM REVETMENT HEADWALL DETAIL

NOTES:

- 1. See Soils Report prepared by East Coast Testing & Engineering, Inc, dated January 1, 2019 for locations and data on existing subsurface conditions, including the depth and hardness of the underlying soils.
- 2. There shall be no Change Orders or additional payments under this contract due to the hardness of the underlying rock or the depth to the water table. The Contractor shall perform any site investigations and obtain any additional information as they deem necessary to determine the extent of the work and equipment required to excavate the canal and to install the drainage culverts and structures as indicated in the Contract Documents.
- 3. See topographic survey prepared by Craven & Thompson, Inc., dated 8/26/2022, for information and data on existing ground elevations.
- 4. All existing tress within the limits of construction shall be removed by other. The Contractor shall remove all the tree stumps.
- 5. The existing fence within the limits of construction shall be removed.
- 6. All elevations shown on this plan are based on the National American Vertical Datum of 1988 (NAVD 88) 7. Contractor shall verify the location, size, material, and depth of all existing underground utility lines prior to beginning the work.
- 8. Contractor shall exercise extreme caution when working under and around existing overhead electric lines. Contractor shall notify and coordinate with FPL on any safety or other issues regarding overhead power lines.
- 9. Contractor shall submit a Maintenance of Traffic (MOT) Plan to the Town of Southwest Ranches for approval for any impacts to the flow of traffic on Dykes Road.
- 10. All excess fill from the canal excavation and drainage installation shall be removed from the site by the Contractor.
- 11. The limits of the Project area shall be completely restored. The Dykes Road right-of-way shall be Restored with Bahia sod. All other areas shall be restored with seed and mulch. Contractor shall be responsible for watering of the sod until final acceptance of the work.
- 12. The canal banks shall be seeded and mulched down to the edge of water.
- 13. The canal maintenance areas shall be seeded and mulched
- 14. Contractor shall be responsible to completely restore the limits of construction including, but not limited to, sod, irrigation, seed and mulch, pavement, curbing, fence, and signs.
- 15. Contractor shall be responsible to obtain a dewatering permit from the South Florida Water Management District (SFWMD) for the any dewatering activities (at the sole cost to the Contractor).
- 16. Any required density tests or material testing shall be paid for by the Contractor.
- 17. All required survey layouts and as-built surveys shall be paid for by the Contractor.
- 18. Contractor shall comply with all requirements of Section 403.0885, Florida Statutes for NPDES, including, but not limited to, filing a Notice of Intent.

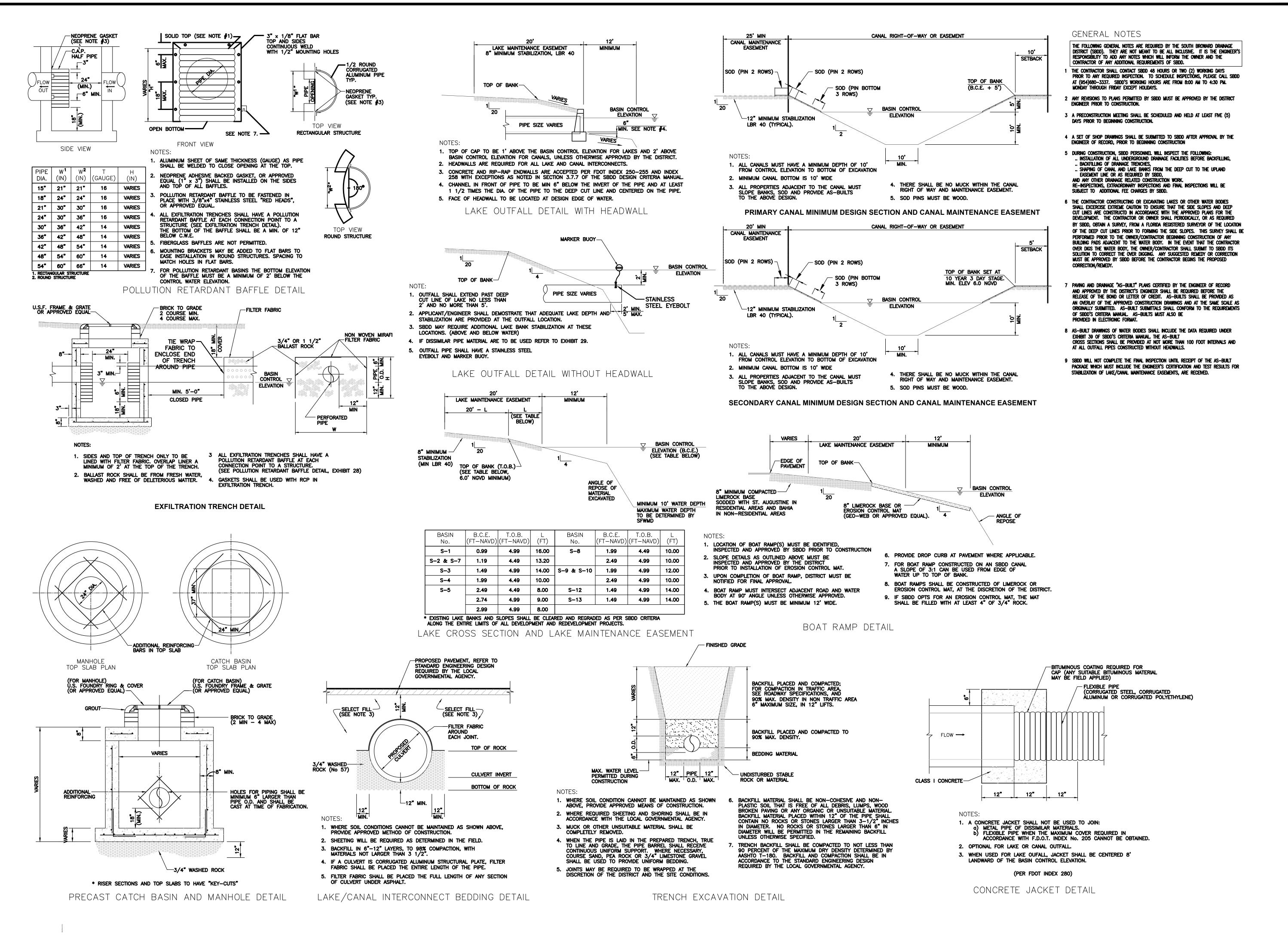
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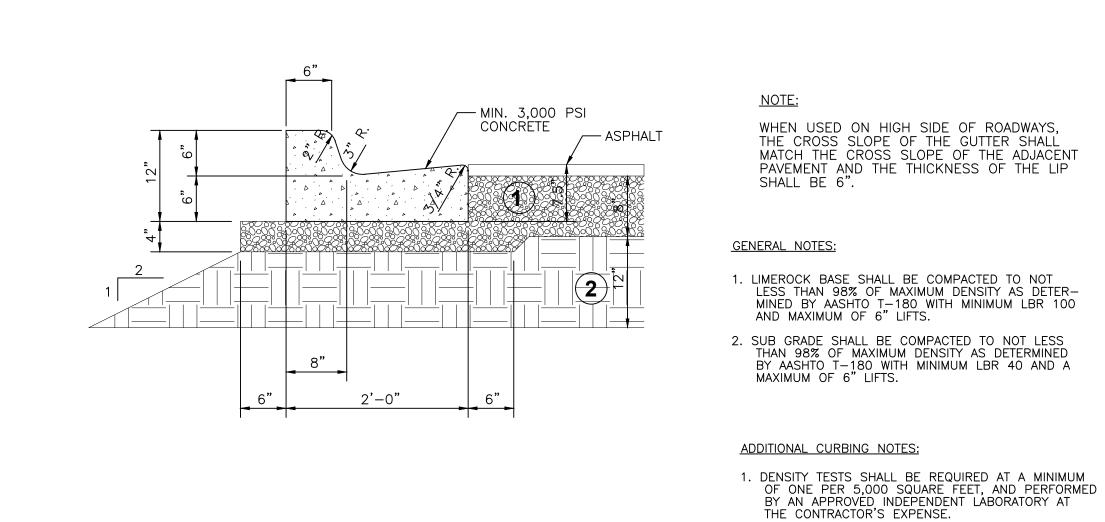
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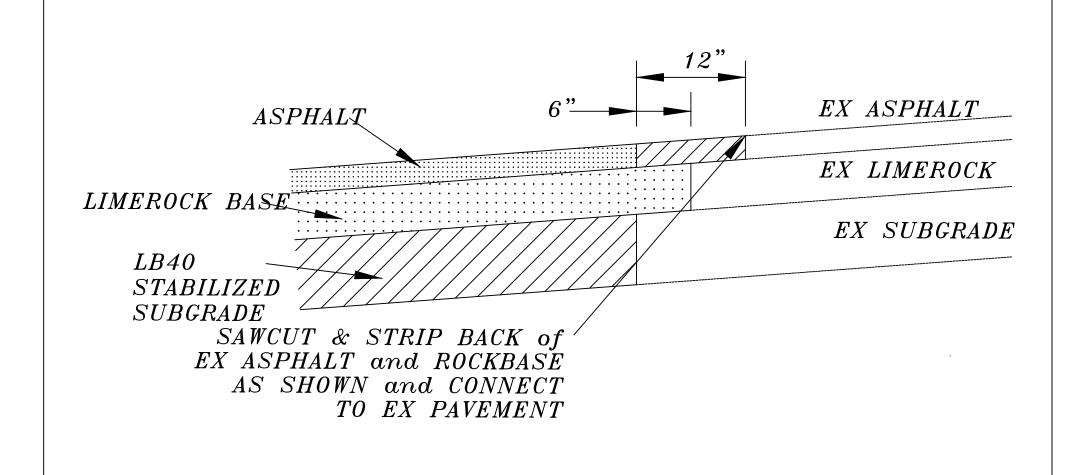


TYPE 'F' CURB AND GUTTER

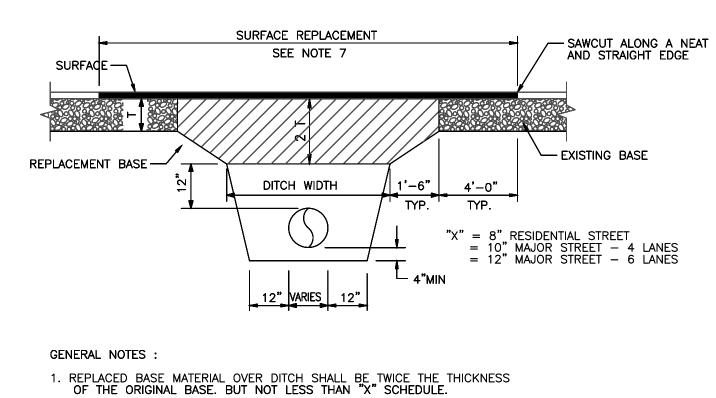
2. CURB SHALL BE POURED MONOLITHICALLY AND CONSTRUCTED IN ACCORDANCE WITH THIS DETAIL.

CONTROL JOINTS SHALL BE TOOLED OR CUT EVERY TEN (10) FEET.

4. ALL AREAS BEHIND CURBS SHALL BE BACKFILLED WITHIN 72 HOURS OF PLACEMENT.

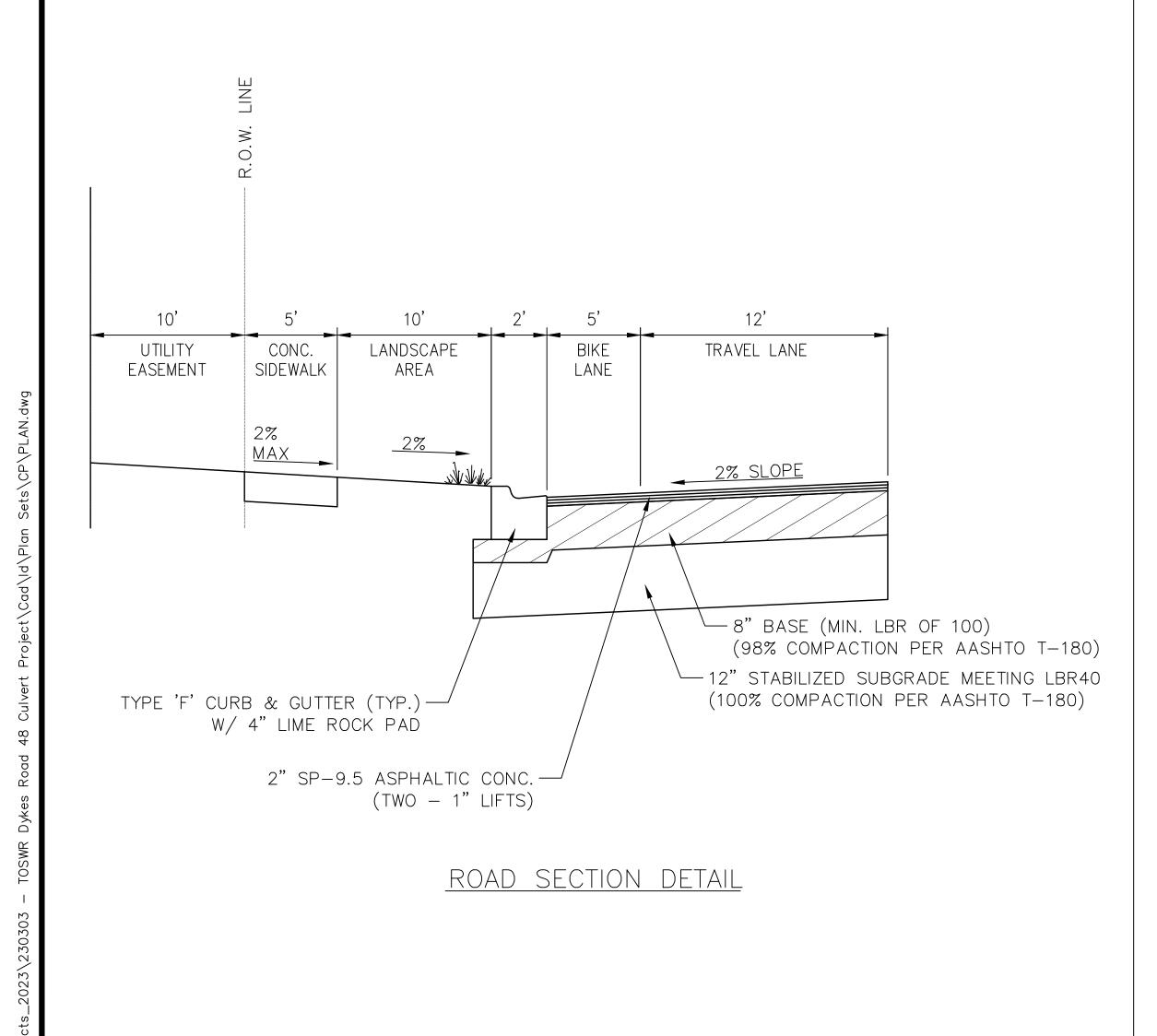


CONNECTION TO EX PVMT DETAIL N.T.S.



- 2. BASE MATERIAL SHALL BE PLACED IN 6 INCH MAXIMUM LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100.
- 3. ASPHALTIC CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
- 4. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED AND FEATHERED. 5 SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
- 6. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2 INCH ASPHALTIC CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL PLACED WITH A PERMANENT PATCH.
- 7. MINIMUM WIDTH OF PAVEMENT RESTORATION SHALL BE ONE LANE WIDTH.

PAVEMENT RESTORATION





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AND,