

**SOUTH BROWARD DRAINAGE DISTRICT
BOARD OF COMMISSIONERS MEETING**

*****AGENDA*****

THURSDAY, NOVEMBER 19, 2015 AT 8:00 A.M.

NOTE: BOARD MEMBERS, PLEASE TURN YOUR MICROPHONES ON

01. CALL TO ORDER/PLEDGE OF ALLEGIANCE
02. PUBLIC COMMENT
03. APPROVAL OF OCTOBER 29, 2015 SOUTH BROWARD DRAINAGE DISTRICT (SBDD) BOARD OF COMMISSIONERS MEETING MINUTES
04. DIRECTOR'S REPORT
 - A. CONTRACT AWARDS:
 1. SBDD ROOF REPLACEMENT PROJECT AT DISTRICT HEADQUARTERS
 2. SBDD S1 & S7 REBUILDING & RECONDITIONING OF CATERPILLAR DIESEL ENGINE PROJECT IN MIRAMAR
 3. SBDD CONVERSION OF ONE (1) STORMWATER PUMP FROM OIL LUBRICATION TO WATER LUBRICATION AT THE S-4/S-5 PUMP STATION IN MIRAMAR PROJECT
 - B. RESOLUTION NO. 2015-10 – MAINTENANCE AGREEMENT WITH FDOT FOR TWIN 96” SPIRAL ALUMINIZED STEEL CULVERTS AT SBDD C-4 CANAL
 - C. OTHER
05. ATTORNEY'S REPORT:
06. APPROVAL OF LEGAL BILLS
07. BOARD MEMBERS QUESTIONS/COMMENTS
08. OTHER
09. MEETINGS:
 - A. NEXT REGULAR BOARD MEETING WILL BE HELD ON **THURSDAY, DECEMBER 17TH AT 8:00 A.M.**
10. ADJOURNMENT

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING/MEETING MAY NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE MAY WISH TO INSURE THAT A VERBATIM RECORD IS MADE, WHICH RECORD IS TO BE USED FOR TESTIMONY AND EVIDENCE UPON WHICH AN APPEAL WOULD BE BASED.

IN ACCORDANCE W/THE AMERICANS W/DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS W/DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE DISTRICT AT (954) 680-3337 AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS FOR ASSISTANCE.

**SOUTH BROWARD
DRAINAGE DISTRICT
GOVERNING BOARD MEETING MINUTES**

NOVEMBER 19, 2015

Present:

Scott Hodges, Chairperson
James Ryan, Vice Chairperson
Vicki Minnaugh, Treasurer
Robert E. Goggin, IV, Secretary
Alanna Mersinger, Commissioner
Thomas Good, Commissioner
Mercedes Santana-Woodall, Commissioner

Kevin M. Hart, District Director
Douglas R. Bell, Legal Counsel
Reina Muniz, Recording Secretary
General Public: See Attached List

Absent:

01. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

Chair Hodges called the SBDD Board Meeting to order at 8:07 A.M.; followed by the Pledge of Allegiance.

02. PUBLIC COMMENT

None.

03. APPROVAL OF MINUTES

Commissioner Goggin moved for approval of the minutes of the October 29th, 2015, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Minnaugh and carried unanimously by those present.

04. DIRECTOR'S REPORT

A. CONTRACT AWARDS:

1. **SBDD ROOF REPLACEMENT PROJECT AT DISTRICT HEADQUARTERS -**
District Director Hart stated that SBDD advertised for bids for the Roof Replacement Project at the SBDD Main Office Building. The District received a total of seven (7) bids, ranging in price from \$63,065.00 to \$112,000.00. Each bidder was required to attend a mandatory pre-bid meeting and a mandatory site visit as a prerequisite to submitting a bid. The project is located at the SBDD Main Office Building.

The lowest bid received was submitted by Munsie Enterprises Inc. in the amount of

\$63,065.00. SBDD has reviewed the bid submitted by Munsie Enterprises Inc. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements.

Funding for this project will come from the SBDD CIP Committed Account as part of the 2015/2016 CIP budget.

District Director Hart recommended that the District award the contract for the SBDD Roof Replacement Project to Munsie Enterprises Inc. as the lowest, responsive, responsible bidder in the amount of \$63,065.

Commissioner Minnaugh moved for approval to award the SBDD Roof Replacement Project at the SBDD Main Office Building to Munsie Enterprises Inc. as recommended by the District Director, in the total amount of \$63,065. Motion was seconded by Commissioner Goggin and it was carried unanimously.

2. **SBDD S1 & S7 REBUILDING & RECONDITIONING OF CATERPILLAR DIESEL ENGINE PROJECT IN MIRAMAR** - District Director Hart stated that SBDD advertised for bids for the S1 & S7 Rebuilding & Reconditioning of Caterpillar Diesel Engine Project in Miramar. The scope of the work will include a complete re-build of the 3306 CAT engines by an authorized Caterpillar (CAT) dealer who provides certified repair and maintenance services on CAT engines. The project is located at the SBDD S-1 and S7 Pump Stations in Miramar. The District received one bid in the amount of \$67,800.

The lowest and only bid received was submitted by Ring Power Corp. in the amount of \$67,800. SBDD has reviewed the bid submitted by Ring Power Corp and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. Ring Power Corp. has performed similar work for SBDD in the past and the District has been satisfied with their work.

Funding for this project will come from the SBDD CIP Committed Account as part of the 2015/2016 CIP budget.

District Director Hart added that there are only two authorized Caterpillar dealers in this area; one in Miami (Pantropic), which for the past two years has elected not to submit a bid for the District's engine rebuild projects; and Ring Power Corp. which has a bid on all of the District's engine rebuild work. The District has been very happy with the work done by Ring Power Corp. and feels that the price is competitive and comparable with prior work. District Director Hart recommended that the District award the contract for the SBDD S1 & S7 Rebuilding & Reconditioning of Caterpillar Diesel Engine Project in Miramar to Ring Power Corp. as the lowest, responsive, responsible bidder in the amount of \$67,800.

Commissioner Goggin moved for approval to award the SBDD S1 & S7 Rebuilding & Reconditioning of Caterpillar Diesel Engine Project in Miramar to Ring Power Corp. as recommended by the District Director, in the total amount of \$67,800. Motion was seconded by Commissioner Santana-Woodall.

Vice Chair Ryan asked District Director Hart when was the last time these Caterpillar diesel engines were rebuilt, if there is a warranty on these engines, and how often do these engines run. District Director Hart replied that these engines have never been rebuilt. He said that the District instituted a program approximately three years ago to begin rebuilding the District's engines to extend their service life; and it has been working very well for the District. He said that he believes the warranty is for three years or 1,000 hours of usage. As for how often they run the engines, that would depend on the weather pattern for any given season, but it's usually going to be less than 1,000 hours. It will usually be the time period that governs on the warranty. He said that with the sluice gates in place, the District will extend the life on these engines even further because they will be able to discharge a significant volume of water without having to run the engines as much.

Commissioner Goggin asked if the District does a test run on these engines and if so, for how long. District Director Hart replied yes; and they run it for 30 minutes, minimum.

The question was called and it was carried unanimously.

3. **SBDD CONVERSION OF ONE (1) STORMWATER PUMP FROM OIL LUBRICATION TO WATER LUBRICATION AT THE S-4/S-5 PUMP STATION IN MIRAMAR PROJECT** - District Director Hart stated that SBDD advertised for bids for the Conversion of one (1) Stormwater Pump from Oil Lubrication to Water Lubrication at the S-4/S-5 Pump Station in Miramar Project. The bid included the conversion of one pump at the S-4/S-5 Pump Station (S-5 #3 Pump); and the rebuilding of a second pump at the S-2 pump station (S-2 #2 Pump), which was added as an addendum to the bid. The District received a total of three (3) bids, ranging in price from \$46,700.00 to \$47,800.00.

The lowest base bid received for both pumps was submitted by Creel Pump, Inc. in the amount of \$46,700.00. SBDD has reviewed the bid submitted by Creel Pump, Inc. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. Creel Pump, Inc. has performed similar work for SBDD in the past and the District has been satisfied with their work.

Funding for this project will come from the SBDD CIP Committed Account as part of the 2015/2016 CIP budget.

District Director Hart recommended that the District award the contract for the SBDD Conversion of one (1) Stormwater Pump from Oil Lubrication to Water Lubrication at the S-4/S-5 Pump Station in Miramar Project to Creel Pump, Inc. as the lowest, responsive, responsible bidder in the amount of \$46,700.00. In addition, he requested the award of Bid Alternates 1 and 2 in the combined, not-to-exceed amount of \$8,400.00 to Creel Pump, Inc. The total amount of the contract will be a not-to-exceed amount of \$55,100.00.

Commissioner Minnaugh moved for approval to award the SBDD Conversion of one (1) Stormwater Pump from Oil Lubrication to Water Lubrication at the S-4/S-5 Pump Station in Miramar Project to Creel Pump, Inc. for a total, not-to-exceed amount of \$55,100.00. Motion was seconded by Commissioner Goggin and it was carried unanimously.

B. RESOLUTION NO. 2015-10 – MAINTENANCE AGREEMENT WITH FDOT FOR TWIN 96” SPIRAL ALUMINIZED STEEL CULVERTS AT SBDD C-4 CANAL

District Director Hart presented SBDD Resolution No. 2015-10 which authorizes SBDD to enter into a Maintenance Agreement with the Florida Department of Transportation (FDOT) for the construction, inspection and maintenance of Twin-96” Spiral Rib Aluminized Steel Culverts within the SBDD Canal No. 4 across and under the I-75 right-of-way.

He stated that as part of the I-75 Express Lanes project, FDOT is proposing to replace the open water channel of the SBDD Canal No. 4 that transects the I-75 right-of-way with Twin-96” Spiral Rib Aluminized Steel Culverts. The drainage engineer for the project has provided hydraulic calculations and supporting documentation to verify that the twin 96 culverts meet SBDD criteria for the 100-year design flow and head losses across the culverts, and that the culvert material meets FDOT standards and approval as an “approved equal” material to reinforced concrete pipe (RCP). In addition, the drainage engineer has performed a stormwater modeling analysis of the SBDD S-3 Drainage Basin to verify that the proposed improvements will not have any adverse impacts to the upstream (or downstream) limits of the SBDD Canal No. 4 and surrounding properties. These calculations have been reviewed and approved by an independent third party professional engineer on behalf of FDOT.

SBDD has reviewed the design plans and drainage calculations for the proposed installation of Twin-96” Spiral Rib Aluminized Steel Culverts and has no objections to the proposed improvements.

Upon completion of construction, FDOT will be responsible for all required inspections and maintenance of the Twin-96” Spiral Rib Aluminized Steel Culverts in accordance with the attached Maintenance Agreement. SBDD shall have the right, but not the obligation, to perform any required inspections and maintenance of the culverts in the event that FDOT does not meet their obligations under the agreement; and SBDD shall be entitled to be reimbursed for its costs associated with any such inspections and maintenance. The inspection and maintenance obligations of FDOT are outlined in Exhibit “D” of the Agreement and include visual inspections and necessary repairs on an annual basis; a dive inspection every 3 three years; an engineer’s recertification of the culverts every 5 years; and additional responsibilities following a major storm event.

There are no financial impacts to this Agenda Item, other than SBDD administrative costs; all other costs will be incurred by FDOT, its contractor and engineer.

District Director Hart requested approval of SBDD Resolution No. 2015-10 – Maintenance Agreement with the Florida Department of Transportation (FDOT) for the construction, inspection and maintenance of Twin-96” Spiral Rib Aluminized Steel Culverts within the SBDD Canal No. 4 across and under the I-75 right-of-way.

District Director Hart said that he and Attorney Bell have been working with FDOT over the past several months on the Agreement, and this project involves the same team that was involved on the I-595 construction project; same FDOT Project Manager and Drainage Engineer. He said

that FDOT was very receptive to the requirements and obligations that the District required for the maintenance; the annual inspections, the dive inspections and the 5-year re-certifications.

Commissioner Minnaugh moved for approval of Resolution 2015-10; which authorizes SBDD to enter into a Maintenance Agreement with the Florida Department of Transportation (FDOT) for the construction, inspection and maintenance of “Twin 96” Spiral Rib Aluminized Steel Culverts within the SBDD C-4 Canal. Motion was seconded by Commissioner Goggin.

Discussion ensued.

Commissioner Mersinger stated that the District has authorization to go in, check and tell FDOT when something needs to be fixed and then bill them. District Director Hart agreed and said that in an emergency situation, the District will notify FDOT, and if they don’t respond then the District will act and bill them.

Vice Chair Ryan asked District Director Hart if this was the same team that did the overfly on I-75 at Pembroke Road. District Director Hart replied that the work on the I-75 bridges is being done by FDOT; and the approaches are being done by Broward County.

Commissioner Goggin asked District Director Hart if the District has pre-existing culverts running over the northbound and southbound lanes. District Director Hart stated that there are no culverts currently in place; it is an open channel that it is going to be replaced with culverts.

Mr. Paul Lampley, FDOT Project Manager, commented that FDOT thinks this is a prudent thing to do, and that it will speed up construction; it is a cost savings to the department, and there is a 200 year life span on these pipes. He said that they ran it through their drainage engineers, structural engineers, and their maintenance department; and that they also performed an independent analysis on this pipe. He said that FDOT is confident in this pipe.

Commissioner Good commented that upon reviewing the Maintenance Agreement, they spoke about emergency circumstances. He said that this is currently a canal that right now is moving water from one area to another, and now we are creating a circumstance that if there is a blockage, water will not be able to move and would create flooding, and then the District would act immediately. He said that he is not sure what that response would be, because the only logical way to move water mechanically is to pump it to the other side of the highway, which would create a traffic issue, and would be a bigger concern.

He said that he does not know what that action plan would be in the event of an emergency, in order to mitigate the flooding, although that is not his question. He said that he does not see on the Agreement where it says that SBDD has the right to do emergency operations and be reimbursed for that in this Agreement. He said the Agreement addresses breakdowns and the protocols, etc., but that he did not see anything in the Agreement where it actually states SBDD doing an emergency operation to mitigate flooding, and what the reimbursable would be back to SBDD. Commissioner Good said that there are many reimbursement issues stated, but he is not sure that it is about the actual operation in an emergency mode to mitigate flooding.

Commissioner Mersinger commented that as far as she understands, the District has the right to

go in and maintain it. She wanted to know what the difference is if the District is maintaining it in a normal situation or maintaining it in an emergency situation, because they are getting billed either way.

Commissioner Good said that in Section 20 of the Agreement, it speaks specifically as to what Commissioner Mersinger just commented on. He reiterated that the District has the right to go in and do something immediately, but it doesn't say anything about being reimbursed for that.

Attorney Bell, commented that in Section 19 of the Agreement, it provides, in the last sentence, "that all costs incurred by SBDD under this Agreement, except that which was caused by SBDD's negligence, shall be reimbursed by FDOT to SBDD". Commissioner Good wanted to make clear that this section also makes reference to SBDD having to notify FDOT, and give them the opportunity to cure the problem; but in an emergency operation, if there is a massive rain what time is there to cure.

Commissioner Good said that there is reference in the Agreement about FDOT being responsive to SBDD if some issues need to be changed, modified, etc. He said if the change is small, he is sure that FDOT will have no problem managing that, but he knows that FDOT has a budget cycle, like many government entities; and if the repair, or the request, or the requirement to make a change exceeds a certain threshold, that's above the standard maintenance operating costs for FDOT, does that mean that FDOT has to go back through the state budget process to get approval to make those changes, because there is a reference of 20 calendar days in the Agreement. He said that if it's one hundred thousand dollars, it may not be a big deal, but if it's a million, it may be a big deal, depending on what FDOT has in terms of budget. He asked if there was a potential for a situation where the District would make a requirement for a change or a fix that would exceed FDOT's current operating expenditures that would require them to go through the state budgeting process in order to make the repairs.

District Director Hart deferred to FDOT. He said that the District's expectation is that this culvert is going to be part of the FDOT statewide facility program for maintenance and the objectives should be the same as far as maintenance, but if there is a difference of opinion on repair work and how it relates to budget or budget cycle, he cannot speak to that, but he cannot imagine it would be significant for the state. Commissioner Good commented that what caused him to make that statement was that there was no maintenance bond required for this. He said that if there was an expenditure that was beyond a certain value that would require delay, that one can go after the maintenance bond.

Mr. Lampley replied that putting this in perspective, obviously this project is part of I-75 which is a major arterial serving the whole state, so if something happens to these culverts it will be FDOT's number one priority to get this fixed because they are running 200,000 vehicles over these culverts a day. He said that they do have fast response contracts that are \$125,000 that FDOT can execute just based on going out and getting two or three quotes; they can call contractors and get them out there immediately. If it is bigger than that, they may have to find the money in their work program, and then actually go out and bid the job, but if it's below \$125,000 they can do a fast response contract and have it in place very quickly.

Commissioner Good said that was his point; he knows they can do that; but what if it's beyond

that \$125,000 threshold; what if it's a million dollar fix; what is the process that FDOT will have to go through in order to mitigate whatever the problem may be. Mr. Lampley replied that they are limited to a certain amount because that is the way the statutes is written; but a million dollars to FDOT is not a lot of money. Commissioner Good said that was the point he was trying to make; and that he did not see anything in the Agreement that captured that potential. That it would require a state budget process action. Mr. Lampley said it would not require a state legislative budget request, and it would not need to be put in their work program; it would be under maintenance, and they would just move the money out of the work program over to maintenance, and proceed with preparing a design, whatever the design was, and perform the work. District Director Hart added that the Agreement does require FDOT to be responsible to maintain the design flow at all times, and if they needed more time for a repair, they would have the ability to install whatever mechanism is needed to maintain the flow.

Commissioner Good commented that when you have an open channel, there is a hydraulic value associated with that open channel, but that you can exceed that hydraulic value and continue to get an effect out of it. In this situation, you are constraining a hydraulic value to a fixed amount, so if something unusual happens, and you realize that two 96" pipes are not enough, and that you probably should have placed a third one, now you have a problem. He commented that this is not a cheap fix; that it requires some planning. He says there is a process that needs to play out.

Commissioner Goggin asked District Director Hart, what is the next thoroughfare on drainage that the District has in place; either to the west side of I-75 or to the east side, that would be a north-south conveyance in addition to these culverts, which right now is a waterway. District Director Hart replied that the District has on the east side of I-75, a north-south conveyance that was part of the District's Basin 3 drainage improvements. The District installed a basin interconnect that has been completed, and conveys water from the east side of I-75 to south of this culvert connection (south of I-75). He said the District does have secondary capacity. To the west, there are no other north/south tributaries. Everything flows to the east. He said that there are quite a few retention basins, but no north/south channels, until you get into the District's S-4 Basin.

Commissioner Minnaugh commented that on paragraph 23, the word that jumped out to her was the word "IF". "If FDOT maintains liability and property insurance, etc. . . ., but if they don't, then the District has the right to go after FDOT . . .", which means that the District would have to file suit and hire an attorney and spend District money to go after them. She wanted to know, if FDOT requires insurance, will they provide copies to the District and name SBDD as additionally insured. She has concerns with the word "if" because that means they do not have to have it. Attorney Bell said that they are not required to have insurance, but if they do have it, then they have to provide it to SBDD. Commissioner Minnaugh said that if they don't reimburse the District, or there is damage or liability problems, then the District would have to hire an attorney to go after FDOT. Attorney Bell replied yes, if they refuse to pay; but that could happen under any scenario, but so far, he does not see that happening.

Commissioner Minnaugh asked Ms. Laurice Mayes, FDOT attorney, if they maintain insurance at all. Ms. Mayes replied that FDOT has self-insurance in the amount of \$200,000 for individual liability and \$300,000 for combined liability, and they require any contractor to maintain liability insurance. Commissioner Minnaugh asked Ms. Mayes if they can re-word this in the Agreement,

and to be able to name SBDD as additionally insured, and provide copies to the District. She said she understands the concept of self-insured, but that it almost makes her think that FDOT is not going to include the District. Ms. Mayes said that they had discussed this previously; the responsibility of the department and what they agreed to do; and who was to be ultimately responsible. Either the department through its self-insurance; and they would not be able to add SBDD as additionally insured on to the self-insurance because that comes from the Department of Financial Services; however FDOT's contractors, either the contractor constructing the project, or afterwards in performing the maintenance activities, will have insurance, and will be able to add SBDD as an additionally insured. She said you are probably talking about a variety of contractors that may be involved. Commissioner Minnaugh asked Attorney Bell his opinion on this comment. Attorney Bell said that he thinks with FDOT and the state, they have an obligation which they have agreed to live up to, and FDOT's contractors would have insurance, and FDOT could have SBDD named under the Contractor's insurance.

Ms. Mayes said that she was not exactly clear where SBDD's concern was. Commissioner Minnaugh restated her concern and said she could imagine that even when the project has begun, that there will be no insurance. Ms. Mayes said that when FDOT starts the project there will definitely be insurance, and that there will be insurance whenever there is a contractor involved, and this is required for all of their contractors; and that the back-up there is the department's ultimate responsibility under its self-insurance with the state. Commissioner Minnaugh stated that SBDD can request copies of the applicable policies; and that SBDD will be named as additionally insured and shall be notified in writing if there are any changes. Ms. Mayes replied absolutely; and she can provide a written confirmation from the Department of Financial Services to Attorney Bell regarding the department's coverage.

Commissioner Good asked regarding the new construction for I-75, if there is any additional discharge going into this system from the right-of-way. District Director Hart replied no, that it is actually less.

The question was called and it was carried unanimously

C. OTHER

- **Holiday Luncheon** – SBDD Holiday Luncheon will take place at the SBDD conference room on Friday, December 18th, 2015 at 1:00 p.m.
- **Workshop to Discuss Water Quality Issues** - District Director Hart asked the Chair if they wanted to schedule a future date to discuss water quality issues. Chair Hodges replied that it would be scheduled after January.

05. ATTORNEY'S REPORT:

Attorney Bell said that on legislation proposed for next year, there are a number of bills regarding water; and the one bill introduced by Senator Ring is still active and is being actively opposed by the Association of Special Districts.

He said that a couple of glitch bills which were brought up last year are being brought up again. The one for lobbyist registration seems to be coming back around and may have some legs, and will apply to cities, counties and special districts.

07. APPROVAL OF LEGAL FEES

Commissioner Goggin moved for approval of the legal bills. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

08. BOARD MEMBER'S QUESTIONS/COMMENTS

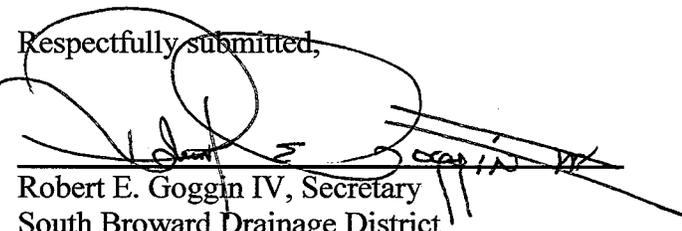
None.

09. MEETING DATE(S)

A. Next Board Meeting will be held on Thursday, December 17th at 8:00 a.m.

Adjournment at 8:50 A.M.

Respectfully submitted,



Robert E. Goggin IV, Secretary
South Broward Drainage District

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MEMORANDUM

DATE: November 16, 2015
TO: South Broward Drainage District Commissioners
FROM: Kevin M. Hart, P.E.
District Director
Subject: Contract Award for the SBDD Roof Replacement Project at District Headquarters

Comments:

SBDD advertised for bids for the replacement of the existing roof at District headquarters in Southwest Ranches, FL. The scope of the work will include the removal of the existing tile roof and replacement with a new metal roof. We received a total of seven (7) bids ranging in price from \$63,065.00 to \$112,000.00. A copy of the Bid Summary is attached.

The lowest bid was submitted by Munsie Enterprises, Inc. in the amount of \$63,065.00. SBDD has reviewed the bid submitted by Munsie Enterprises, Inc. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. SBDD has checked the references provided by Contractor and received positive feedback from all references. I am recommending that the District award the contract for the SBDD Roof Replacement Project at District Headquarters to Munsie Enterprises, Inc. in the amount of \$63,065.00 as the lowest responsive, responsible bidder.

Financial impacts to this Agenda Item: The work covered under this project is included as part of the District's 2015-2016 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD CIP Committed account.

This is to request approval to award the contract for the bid for the SBDD Roof Replacement Project at District Headquarters to Munsie Enterprises, Inc. in the amount of \$63,065.00. Funding for this project will come from the SBDD CIP Committed Account as part of the District's 2015-2016 CIP.

KH
Attachment

BID TABULATION
SOUTH BROWARD DRAINAGE DISTRICT

ROOFING REPLACEMENT PROJECT AT SBDD HEADQUARTERS

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

Wednesday, November 04, 2015

COMPANIES	TOTAL LUMP SUM BID PRICE	COMMENTS
MUNSIE ENTERPRISES INC.	\$63,065.00	
GOMEZ ROOFING CO.	\$68,615.00	
PRECISION ROOFING CORP.	\$68,900.00	
FULL COVER ROOFING SYSTEMS, INC.	\$70,300.00	
ROOFING CONCEPTS UNLIMITED (RCU)	\$75,760.00	
A-1 PROPERTY SERVICES, INC.	\$79,448.80	
ATLAS-APEX ROOFING	\$112,000.00	

*****MEMORANDUM*****

DATE: November 16, 2015

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Contract Award for the SBDD Rebuilding and Reconditioning of Caterpillar Diesel Engines Project at the S-1 and S-7 Pump Stations in Miramar

Comments:

SBDD advertised for bids for the rebuilding and reconditioning of two (2) 3306 Caterpillar diesel engines. The engines to be rebuilt are the District's # 4 diesel engine at the S-1 pump station and the # 1 diesel engine at the S-7 pump station. The scope of the work will include a complete re-build of the CAT engines by an authorized Caterpillar (CAT) dealer who provides certified repair and maintenance services on CAT engines. We received one bid in the amount of \$67,800. A copy of the Bid Summary is attached.

The lowest and only bid was submitted by Ring Power Corp. in the amount of \$67,800. SBDD has reviewed the bid submitted by Ring Power Corp. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. SBDD is familiar with this Contractor and has been satisfied with their past work on similar type projects. I am recommending that the District award the contract for the SBDD Rebuilding and Reconditioning of Caterpillar Diesel Engines Project at the S-1 and S-7 Pump Stations in Miramar to Ring Power, Corp. in the not-to-exceed amount of \$67,800 as the lowest responsive, responsible bidder

Financial impacts to this Agenda Item: The work covered under this project is included as part of the District's 2015-2016 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD CIP Committed account.

This is to request approval to award the contract for the bid for the SBDD Rebuilding and Reconditioning of Caterpillar Diesel Engines Project at the S-1 and S-7 Pump Stations in Miramar to Ring Power Corporation in the not-to-exceed amount of \$67,800. Funding for this project will come from the SBDD CIP Committed Account as part of the District's 2015-2016 CIP.

KH
Attachment

BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT

REBUILDING & RECONDITIONING TWO (2) 3306 CATERPILLAR DIESEL ENGINES PROJECT AT THE S-1 & S-7 PUMP STATIONS IN MIRAMAR

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

Wednesday, November 04, 2015

COMPANIES	BASE BID #1 S-1 PUMP STATION	BASE BID #2 S-7 PUMP STATION	TOTAL LUMP SUM FOR BOTH LOCATIONS	ALLOWANCE	TOTAL LUMP SUM FOR BOTH LOCATIONS W/ALLOWANCE
RING POWER CORP.	\$31,400.00	\$31,400.00	\$62,800.00	\$5,000.00	\$67,800.00
Contract Awarded to: Total for both sites: \$					

*****MEMORANDUM*****

DATE: November 16, 2015

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: Contract Award for SBDD Conversion of Stormwater Pump from Oil to Water Lubrication at the S-4/S-5 Pump Station in Miramar

Comments:

SBDD advertised for bids for the Conversion of Stormwater Pump from Oil to Water Lubrication at the S-4/S-5 Pump Station in Miramar. The bid included the conversion of one pump at the S-4/S-5 Pump Station (S-5 #3 Pump); and the rebuilding of a second pump at the S-2 pump station (S-2 #2 Pump) which was added as an addendum to the bid. We received a total of three (3) bids. The bid included a base bid and two Alternate Bid Items for each pump. The base bids ranged in price from \$46,700.00 to \$47,800.00. A copy of the Bid Summary is attached.

The lowest base bid for both pumps was submitted by Creel Pump, Inc. in the amount of \$46,700.00. SBDD has reviewed the bid submitted by Creel Pump, Inc. and has determined that the Contractor is qualified to perform the work and that the bid meets all requirements. Creel Pump, Inc. has performed work for the District in the past and the District has been satisfied with their work.

I am recommending that the District award the contract for the SBDD Conversion of Stormwater Pumps from Oil to Water Lubrication at the S-4/S-5 Pump Station in Miramar to Creel Pump, Inc. in the amount of \$46,700.00 as the lowest responsive, responsible bidder. In addition, I am requesting the award of Bid Alternates 1 and 2 in the combined, not-to-exceed amount of \$8,400.00 to Creel Pump, Inc. The total amount of the contract will be a not-to-exceed amount of \$55,100.00.

Financial impacts to this Agenda Item: The work covered under this project is included under SBDD's 2015-2016 Capital Improvement Plan (CIP); and funding for the project will come from the SBDD Capital Improvement Committed Account.

This is to request approval to award the contract for the SBDD Conversion of Stormwater Pump from Oil to Water Lubrication at the S-4/S-5 Pump Station in Miramar to Creel Pump, Inc. in the not-to-exceed amount of \$55,100.00. Funding for this project will come from the SBDD Capital Improvement Committed Account.

KH
Attachment

BID TABULATION

SOUTH BROWARD DRAINAGE DISTRICT CONVERSION OF ONE STORMWATER PUMPS TO WATER LUBRICATION AT THE S-4/S-5 PUMP STATIONS IN MIRAMAR

(BID RESULTS HAVE NOT BEEN FULLY EVALUATED)

Wednesday, November 04, 2015

COMPANY NAME	BIDS FOR - S-5 PUMP STATION # 3 PUMP			BIDS FOR - S-2 PUMP STATION #2 PUMP			LUMP SUM FOR BOTH PUMPS
	BASE BID AMOUNTS	ALT. BID AMOUNTS		BASE BID AMOUNTS	ALT. BID AMOUNTS		TOTAL LUMP SUM FOR BOTH PUMPS (Not Including Alternates)
	#3 PUMP	NEW PROPELLER PER PUMP	REBLADING PROPELLER PER PUMP	#2 PUMP	NEW PROPELLER PER PUMP	REBLADING PROPELLER PER PUMP	
CREEL PUMP INC.	\$21,800.00	\$3,800.00	\$2,250.00	\$24,900.00	\$4,600.00	\$2,400.00	\$46,700.00
MWI PUMP CORP.	\$22,519.00	\$3,698.00	\$1,743.00	\$24,711.00	\$4,267.00	\$2,186.00	\$47,230.00
FPI PUMPS, INC.	\$23,100.00	\$3,100.00	\$1,700.00	\$24,700.00	\$3,900.00	\$2,490.00	\$47,800.00
COMMENTS:	<i>Contract Awarded to :</i> <i>For a total amount, not-to-exceed: \$</i>						

MEMORANDUM

DATE: November 16, 2015

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.
District Director

Subject: SBDD Resolution No. 2015-10 – Maintenance Agreement with FDOT

Comments:

SBDD Resolution No. 2015-10 authorizes SBDD to enter into a Maintenance Agreement with the Florida Department of Transportation (FDOT) for the construction, inspection and maintenance of Twin-96” Spiral Rib Aluminized Steel Culverts within the SBDD Canal No. 4 across and under the I-75 right-of-way.

As part of the I-75 Express Lanes project, FDOT is proposing to replace the open water channel of the SBDD Canal No. 4 that transects the I-75 right-of-way with Twin-96” Spiral Rib Aluminized Steel Culverts. The drainage engineer for the project has provided hydraulic calculations and supporting documentation to verify that the twin 96” culverts meet SBDD criteria for the 100-year design flow and head losses across the culverts, and that the culvert material meets FDOT standards and approval as an “approved equal” material to reinforced concrete pipe (RCP). In addition, the drainage engineer has performed a stormwater modeling analysis of the SBDD S-3 Drainage Basin to verify that the proposed improvements will not have any adverse impacts to the upstream (or downstream) limits of the SBDD Canal No. 4 and surrounding properties. These calculations have also been reviewed and approved by an independent third party professional engineer on behalf of FDOT.

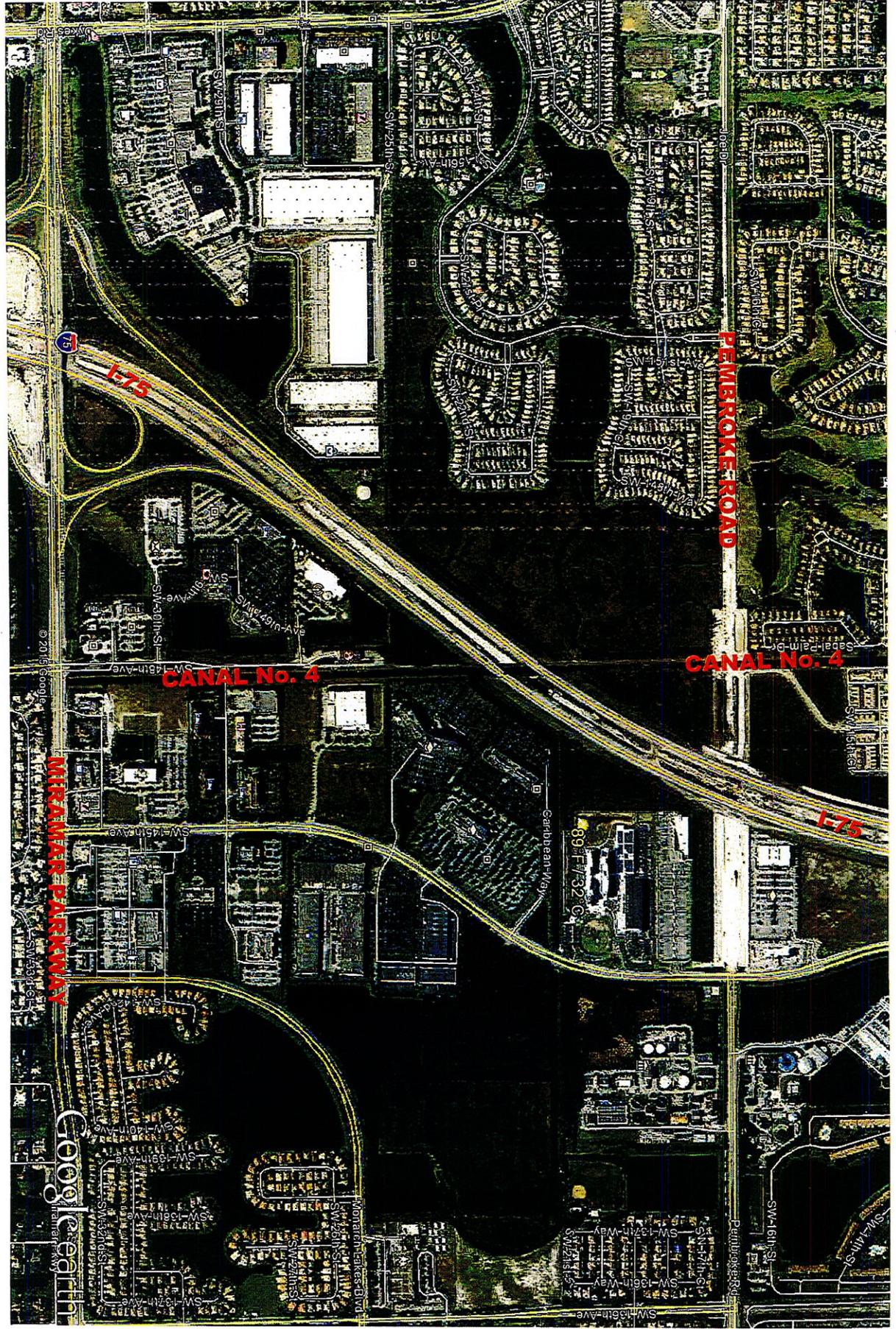
SBDD has reviewed the design plans and drainage calculations for the proposed installation of Twin-96” Spiral Rib Aluminized Steel Culverts and has no objections to the proposed improvements.

Upon completion of construction, FDOT will be responsible for all required inspections and maintenance of the Twin-96” Spiral Rib Aluminized Steel Culverts in accordance with attached Maintenance Agreement. SBDD shall have the right, but not the obligation, to perform any required inspections and maintenance of the culverts in the event that FDOT does not meet their obligations under the agreement; and SBDD shall be entitled to be reimbursed for its costs associated with any such inspections and maintenance. The inspection and maintenance obligations of FDOT are outlined in Exhibit “D” of the agreement and include visual inspections and necessary repairs on an annual basis; a dive inspection every 3 three years; an engineer’s recertification of the culverts every 5 years; and additional responsibilities following a major storm event.

Financial impacts to this Agenda Item: none, other than SBDD administrative costs; all other costs will be incurred by FDOT, its contractor and engineer.

The request is for approval of SBDD Resolution No. 2015-10 – Maintenance Agreement with the Florida Department of Transportation (FDOT) for the construction, inspection and maintenance of Twin-96” Spiral Rib Aluminized Steel Culverts within the SBDD Canal No. 4 across and under the I-75 right-of-way.

KH
Attachments



SOUTH BROWARD DRAINAGE DISTRICT
RESOLUTION Nº 2015-10

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT AUTHORIZING THE SOUTH BROWARD DRAINAGE DISTRICT TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE OF TWIN-96" SPIRAL RIB ALUMINIZED STEEL CULVERTS WITHIN THE SOUTH BROWARD DRAINAGE DISTRICT CANAL NO. 4 ACROSS AND UNDER THE I-75 RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District, hereinafter referred to as "District", is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, the Florida Department of Transportation, hereinafter referred to as "FDOT" is an agency of the State of Florida charged with the responsibility of constructing, improving and maintaining state roads within the State of Florida; and

WHEREAS, FDOT is the Owner of certain real property located in Broward County, Florida, described on Exhibit "A" to the Agreement attached hereto and hereinafter referred to as "Subject Property"; and

WHEREAS, the Subject Property is part of the I-75 interstate system, a portion of which traverses through the District's jurisdictional boundaries and transects the District's Canal No. 4; and

WHEREAS, FDOT proposes to replace the open water channel within the District's Canal No. 4 area which transects the I-75 right-of-way, with Twin-96" Spiral Rib Aluminized Steel Culverts ("Improvements"); and

WHEREAS, FDOT proposes to construct the aforementioned Improvements to I-75 at its intersection with the District's Canal No. 4, within that portion of said Canal No.

4 as depicted on Exhibit "C" to the Agreement attached hereto, said lands lying, being and situated in Broward County, Florida; and

WHEREAS, FDOT's engineers have performed a drainage analysis of the District's S-3 Drainage Basin to confirm that the Improvements will not adversely impact the District's S-3 Drainage Basin or raise stages within the District's S-3 Drainage Basin during the 100-year, 3-day storm event; and

WHEREAS, FDOT will apply for a permit from the District to construct the Improvements and said construction will be in accordance with all District criteria and regulations; and

WHEREAS, as a condition of approval, and prior to issuance of the permit, the District requires that FDOT enter into an agreement accepting responsibility for the construction of the proposed Improvements and also for the inspection and maintenance of the Improvements in accordance with District requirements; and

WHEREAS, the agreement (herein referred to as "Agreement") is attached hereto as Exhibit "1" and FDOT's inspection and maintenance obligations and responsibilities are defined in Exhibit "D" to the Agreement; and

WHEREAS, a public hearing was held on the 19th day of November, 2015 at 8:00 A.M. at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the Agreement and authorizing the District to enter into said Agreement;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:

1. The foregoing statements are incorporated herein as if fully stated herein.
2. The Agreement between the District and FDOT for the construction, inspection, and maintenance of the Twin-96" Spiral Rib Aluminized Steel Culverts within the District's Canal No. 4 and across and under the I-75 right-of-way is approved.
3. The Agreement shall be executed in the name of the District by the Chairperson or Vice Chairperson of the District and countersigned and attested to by the Secretary of the District and its corporate seal or facsimile thereof shall be affixed thereto or reproduced thereof.

4. The District's attorney and District Director are authorized and directed to submit the executed Agreement to FDOT for final execution.

5. If any one or more of the covenants, agreements or provisions of this Resolution or the Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution or the Agreement.

6. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the _____ day of _____, 2015.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: _____

Attest:

Scott Hodges, Chairperson

Robert E. Goggin, IV, Secretary

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Resolution N^o 2015-10 was acknowledged before me this ____ day of _____, 2015 by SCOTT HODGES and ROBERT E. GOGGIN, IV as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 2015.

(NOTARY SEAL OR STAMP)

↓

Notary Public - State of Florida at Large

EXHIBIT "I"

MAINTENANCE AGREEMENT

(I-75 EXPRESS LANES – SBDD C-4 CANAL CROSSING)

THIS MAINTENANCE AGREEMENT, made and entered into this _____ day of _____, 2015, by and between SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, whose address is 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331, hereinafter referred to as "SBDD", and FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, whose address is 3400 West Commercial Boulevard, Ft. Lauderdale, Florida 33309, hereinafter referred to as "FDOT".

WITNESSETH:

WHEREAS, SBDD is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries and approving all subdivision plats and development plans affecting lands within its geographical boundaries; and

WHEREAS, FDOT is an agency of the State of Florida charged with the responsibility of constructing, improving and maintaining state roads within the State of Florida; and

WHEREAS, FDOT is the Owner of certain real property located in Broward County, Florida, described on Exhibit "A" attached hereto and hereinafter referred to as "Subject Property"; and

WHEREAS, the Subject Property is a segment of State Road 93 (aka: the I-75 right-of-way), herein after referred to as "I-75 R/W", and contains a portion of SBDD's Canal No. 4 which is SBDD's primary canal serving its S-3 Drainage Basin; and

WHEREAS, FDOT proposes to construct improvements to the I-75 R/W in Pembroke Pines, Broward County, Florida under State Project No. 421707-4-52-01 pursuant to plans prepared by Wantman Group, Inc. (hereinafter referred to as the "Plans"); and

WHEREAS, FDOT proposes to replace the open water channel within SBDD's Canal No. 4 which transects the I-75 right-of-way, with Twin-96" Spiral Rib Aluminized Steel Culverts (the "Improvements"), said Improvements being more particularly depicted on Exhibit "B" attached hereto; and

WHEREAS, FDOT proposes to construct the aforementioned Improvements to I-75 at its intersection with SBDD's Canal No. 4, hereinafter referred to as "Canal No. 4 Area" within that portion of said Canal No. 4 Area as depicted on Exhibit "C" attached hereto, said lands lying, being and situated in Broward County, Florida; and

WHEREAS, FDOT's engineers have performed a drainage analysis of SBDD's S-3 Drainage Basin to confirm that the Improvements will not adversely impact SBDD's S-3 Drainage Basin or raise stages within SBDD's S-3 Drainage Basin during the 100-year, 3-day storm event; and

WHEREAS, the Canal No. 4 Area is used for the purpose of constructing and maintaining drainage facilities of SBDD which include, but are not limited to, maintaining the Canal No. 4 Area, the canal contained therein and other drainage appurtenances; and

WHEREAS, as part of the proposed Improvements to I-75, FDOT proposes to widen said I-75 by adding said Improvements and additional paved lanes which will result in the partial filling of Canal No. 4 within the Canal No. 4 Area; and

WHEREAS, SBDD requires the unrestricted right to maintain stormwater flowage through the Subject Property and the Canal No. 4 Area and requires that the Twin-96" Spiral Rib Aluminized Steel Culverts remain open, clear and free of obstructions; and

WHEREAS, notwithstanding anything stated herein, the parties acknowledge that SBDD shall have the right, but not the responsibility, to perform any inspections of the culverts or to perform any maintenance work on the culverts, if necessary; and

WHEREAS, FDOT will apply for a permit from SBDD to construct the Improvements and said construction will be in accordance with all SBDD criteria and regulations; and

WHEREAS, the Improvements are more fully described on the Plans submitted to SBDD and as depicted on Exhibit "B"; and

WHEREAS, before SBDD will issue a permit to FDOT for this construction, FDOT must submit final construction drawings and specifications for the proposed construction, which must be approved by the District's Director; and

WHEREAS, before SBDD will issue a final permit to FDOT for this construction, SBDD requires FDOT to enter into this Agreement accepting responsibility for construction of the proposed Improvements as shown and described on the Plans and specifications for State Road Project No. 421707-4-52-01 and also for maintenance of the Improvements in accordance with the maintenance requirements as reflected in Exhibit "D" attached hereto; and

WHEREAS, SBDD and FDOT are desirous of entering into an agreement to provide for construction, inspection and maintenance of the Improvements; and

NOW, THEREFORE, in consideration of the premises and Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by SBDD and FDOT, each intending to be legally bound, do hereby agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference as though set forth verbatim.
2. After review and approval of the Plans, SBDD will issue a permit to FDOT to construct the Improvements.
3. FDOT agrees that after the construction of the Improvements is completed by FDOT and accepted by SBDD, that FDOT will assume responsibility for the inspections and maintenance of said Improvements in accordance with the SBDD permit conditions and the maintenance requirements in Exhibit "D".

4. FDOT shall be fully responsible to ensure that the 100-year design flow for the SBDD Canal No. 4 is maintained at all times through the Subject Property and the Canal No. 4 Area, including, but not limited to, during the time period that any maintenance work is performed on the Twin-96" Spiral Rib Aluminized Steel Culverts.

5. FDOT agrees to enter into this Agreement and to be responsible for any and all actual damages and expenses incurred by SBDD associated with the Improvements and all other matters stated in this Agreement to the extent incurred by the negligence of FDOT, or by FDOT's failure to properly perform its maintenance obligations.

6. SBDD agrees to allow and authorize FDOT and its successors and assigns to utilize the Canal No. 4 Area for construction, repair, maintenance, replacement and use of the Improvements described herein.

7. FDOT acknowledges that in the event FDOT fails to timely perform its inspection and maintenance obligations stated herein or in the attached Exhibit "D" and SBDD's employees or agents are required to inspect or maintain any portion of the Improvements and should the work of SBDD's employees or agents cause any damage whatsoever to the Improvements, that FDOT shall be responsible for any actual and necessary repairs or other work required in order to return the Improvements to their permitted condition as required by SBDD, and any other governmental agencies which have jurisdiction over Subject Property. In such event, this responsibility shall remain solely that of FDOT unless such harm or damage to the Improvements is caused by the negligence of SBDD, its employees, agents or contractors. "Necessary" repairs and costs shall be determined in accordance with the normal industry standard for similar such repairs and costs.

8. After construction of the Improvements is completed by FDOT, accepted by SBDD and the inspection and maintenance responsibility is assumed by FDOT, as stated herein, FDOT agrees that FDOT shall be responsible for damage, injury, or claims occurring as a result of its activities on the Subject Property.

9. FDOT acknowledges that SBDD has no obligation or responsibility regarding the Improvements, that any damage which may be caused to the Improvements shall be repaired by FDOT. SBDD shall be responsible for the repair of any Improvements damaged as a result of negligent activities of SBDD. This paragraph does not and is not intended to release third parties from any damage that the third parties may cause to the Improvements.

10. FDOT shall be responsible to repair any damage which it causes to SBDD's existing drainage systems including appurtenances thereto. FDOT agrees to reimburse SBDD for necessary and actual costs (to be in accordance with normal industry standards) incurred by SBDD as a result of FDOT's failure to timely repair any damage to SBDD's drainage system which occurs as a result of the aforementioned construction. FDOT does not waive any defenses or admit any liability by such agreement, nor is this Agreement meant to absolve the contractors or subcontractors or third parties from liability for their own actions.

11. In the event the Improvements are not being constructed, inspected or maintained pursuant to the Plans approved by SBDD or the maintenance requirements in Exhibit "D", FDOT agrees that within twenty (20) consecutive calendar days after written notice by SBDD, FDOT will commence to inspect, repair or correct any deviations from the approved Plans or SBDD requirements, and said inspections, repairs or corrections shall be completed within sixty (60) working days of said notice; provided however upon written approval by SBDD such time period may be extended for a reasonable time, as solely determined by the SBDD District Director, as long as the repairs and corrections have commenced within such time period and are being diligently pursued, as determined in the SBDD District Director's sole discretion.

12. FDOT shall require the contractor or contractors which FDOT contracts with to construct the Improvements to post a performance bond or letter of credit in the amount of the awarded contract cost of construction. FDOT shall furnish SBDD with a copy of the performance bond or letter of credit provided by the contractor or contractors.

13. It is understood that during construction of the Improvements, FDOT's contractor shall conduct construction in such a manner that flow in the Canal No. 4 to SBDD's S-3 stormwater pump station will be maintained at all times within the Canal No. 4 Area and that FDOT shall take reasonable and necessary steps to prevent pollution of these canals due to construction of the Improvements.

14. FDOT agrees that during construction of the Improvements, it shall ensure that all provisions of the National Pollutant Discharge Elimination System (NPDES) rules and regulations are adhered to at all times.

15. FDOT agrees that if the construction of the Improvements causes or is causing damage to SBDD's drainage systems (including appurtenances) or the Improvements are not being constructed in accordance with the approved Plans or maintenance requirements, that upon receipt of written notice by SBDD to FDOT and the Contractor, which notice shall specifically describe the nature and extent of the damage or improper construction, that FDOT shall promptly respond to or address SBDD's concerns. If SBDD gives notice as provided herein, FDOT and its Contractor shall work with SBDD to coordinate a solution.

16. After completion of the Improvements, and prior to final acceptance by SBDD, FDOT shall provide to SBDD as-built drawings of the Improvements, including the inverts and location of the Twin-96" Spiral Rib Aluminized Steel Culverts, canal cross-sections and the locations of all other drainage improvements constructed within the Subject Property depicted on Exhibit "B".

17. After completion of the Improvements, and acceptance of the Improvements by SBDD, FDOT shall be responsible for and pay for the inspection and maintenance of the Improvements. For the purpose of this Agreement, construction shall be considered complete when FDOT's engineers certify completion to the SBDD District Director and SBDD accepts such certification in writing. Failure to notify the FDOT of rejection of certification by SBDD within two (2) months of receipt of certification shall be deemed to be SBDD's acceptance of completion.

18. FDOT shall be responsible to repair any damage determined to be caused by FDOT to adjacent properties as a result of its construction, inspections, maintenance or lack of maintenance of the Improvements, without waiving any defenses or admitting any liability thereto or absolving any of FDOT's contractors or subcontractors or third parties from liability for their own actions.

19. SBDD shall notify FDOT of any necessary repairs or maintenance of the Improvements and provide FDOT a reasonable opportunity to perform the repairs or maintenance. If, after providing notice and an opportunity to cure, SBDD undertakes to perform the repairs or maintenance, SBDD's responsibility for maintaining the Improvements shall consist primarily of maintaining flowage through the Twin-96" Spiral Rib Aluminized Steel Culverts and maintaining the integrity and flow characteristics of the Twin-96" Spiral Rib Aluminized Steel Culverts at SBDD's costs and SBDD shall be responsible for any damage to FDOT's roadway caused by SBDD's negligence. All costs incurred by SBDD under this Agreement except that which is caused by SBDD's negligence shall be reimbursed by FDOT to SBDD.

20. If SBDD determines there is an emergency condition within the area of the Improvements which requires immediate attention, SBDD agrees to make an attempt to first notify FDOT of such condition. If however, SBDD is unable to contact FDOT, or FDOT is not able to immediately respond to the emergency and the situation is adversely impacting the SBDD system, SBDD shall have the right to alleviate or correct the adverse condition.

21. In a non-emergency situation, if SBDD requires the use of the Canal No. 4 Area, SBDD will give FDOT reasonable notice of at least fifteen (15) calendar days of SBDD's intent to use the Canal No. 4 Area along with the time frame and nature of the work to be performed. Such use shall not intentionally interfere with the Improvements or FDOT's authorized use of the Canal No. 4 Area.

22. At all times following the execution of this Agreement, FDOT agrees to allow SBDD access to and through the Improvements across the Subject Property.

23. If FDOT maintains liability and property damage insurance as described in this Agreement, SBDD agrees that it shall first direct its claims for damages arising out of this Agreement against the insurance which is provided, however, in the event said insurance is not in place or is insufficient to cover any claims of the SBDD, SBDD may proceed directly against FDOT and its contractor(s), as provided by law. FDOT further agrees that FDOT will, upon request, provide SBDD with copies of all applicable insurance policies pursuant to this paragraph, that SBDD shall be a named insured and SBDD shall be given notification in writing from the insurance company of any changes in the status of the insurance obtained by FDOT at least thirty (30) days prior to the effective date of said changes and at least thirty (30) days prior to cancellation of said insurance.

24. To the extent provided by law FDOT shall indemnify, defend and hold harmless SBDD against any actions, claims, or damages arising out of, relating to, or resulting for negligent or wrongful act(s) of FDOT, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by FDOT hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not

constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section, 768.28, nor shall the same be construed to constitute agreement by FDOT to indemnify SBDD for the negligent acts or omissions of SBDD , its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by FDOT or SBDD to be sued by third parties in any manner arising out of this agreement.

25. FDOT's obligations under this Agreement are assignable in whole or in part to a successor which shall be responsible for all obligations of FDOT stated herein. Such assignment by FDOT to a successor shall be subject to the approval of the SBDD Board of Commissioners. Such approval by the SBDD Board of Commissioners shall include approval of the document affecting said assignment, and an acknowledgement in writing that the assignee has read and understands the assignment which must provide that the assignee agrees to perform FDOT's obligations hereunder and to be bound by the terms of this Agreement. Upon the delivery of said document to SBDD and upon approval of said document by the SBDD Board of Commissioners, FDOT shall have no responsibility to perform pursuant to the terms of this Agreement. However, FDOT and any subsequent assignor will continue to be liable for any damage arising out of the events which occurred prior to the assignment of such party's obligations as stated herein.

26. Any actual costs and expenses to be paid by FDOT under this Agreement shall be paid in accordance with Section 215.422, Fla. Stat. upon receipt of a statement for same with support documentation (invoices and the like) for all charges shown. These costs are not intended to include normal maintenance activities of SBDD.

27. In the event payment is not received within forty (40) days from the billing of such charges, SBDD shall be entitled to pursue a claim against FDOT. For any court action on this matter, SBDD may file suit in Broward County for any unpaid sums alleged to be due SBDD, as well as attorney's fees and interest.

28. FDOT, by signing this Agreement, acknowledges that SBDD is only permitting occupancy of the Canal No. 4 Area by the Improvements and that SBDD has not reviewed and will not review, acknowledge or comment on the structural integrity or sufficiency of the Improvements.

29. Both before and after completion by FDOT and acceptance by SBDD of the Improvements, FDOT shall at all times provide SBDD with the name and phone number of an individual or individuals who shall be available 24/7 to answer questions and complaints regarding the responsibility of the inspection and maintenance of the Improvements.

30. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to SBDD:

South Broward Drainage District
Attn: District Director
6591 S.W. 160th Avenue
Southwest Ranches, Florida 33331

with a copy to SBDD's Attorney:

Douglas R. Bell, Esquire
800 East Broward Boulevard, Suite 505
Ft. Lauderdale, Florida 33301

As to FDOT:

Florida Department of Transportation
Attn: Director of Operations
3400 West Commercial Boulevard
Ft. Lauderdale, Florida 33309

With copy to:

FDOT General Counsel
3400 West Commercial Boulevard
Ft. Lauderdale, Florida 33309

unless the address is changed by a party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notices, requests, or demands or other communications referred to in this Agreement may be sent by facsimile, electronic mail, telegraph or private courier, but shall be deemed to have been given when received.

31. In the event of any litigation under this Agreement or litigation with respect to the enforcement of any claims of SBDD, the prevailing party shall be entitled to an award of its court costs and reasonable attorney's fees at trial and all appellate levels of judicial proceedings.

32. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

33. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will constitute one and the same Agreement.

34. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, assigns, grantees and to those persons who are specifically assigned in writing any rights or obligations hereunder. Further, this Agreement shall be a covenant running with Subject Property and binding upon all owners of such land, as their interest may appear.

35. This Agreement shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this Agreement shall be Broward County, Florida.

36. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may

require.

37. This Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the parties.

38. The Exhibits hereto contain additional terms of this Agreement. Typewritten or handwritten provisions inserted in this Agreement or exhibits (and initialed by the parties) shall control all printed provisions in conflict therewith.

39. Whenever approvals of any nature are required by any party to this Agreement, it is agreed that same shall not be unreasonably withheld.

40. This Agreement shall be severable and if any part or portion of this Agreement shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this Agreement.

41. This Agreement merges and supersedes any and all previous agreements on this subject matter between the parties, whether oral or written, and constitutes the entire agreement between the parties.

42. FDOT, their assigns or designees shall have the right to use any SBDD easement area or right-of-way to inspect or maintain the Improvements.

43. This Agreement shall not be recorded in the public records.

44. Notwithstanding anything to the contrary set forth in this Agreement, except in an emergency situation as stated in paragraph 20, SBDD or its contractors, in exercising SBDD's rights under this Agreement shall not interfere with traffic flow or operations of I-75 without prior approval from FDOT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

"SBDD"
(SOUTH BROWARD DRAINAGE DISTRICT)

Witness Signature

By: Scott Hodges, Chairperson

Witness Printed Name

Attest:

Witness Signature

Robert E. Goggin, IV, Secretary

Witness Printed Name

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2015 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 2015.
(NOTARY SEAL OR STAMP)

Notary Public

"FDOT"
(Florida Department of Transportation)

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By:

Print Name and Title:

Attorney Approved as to Form

Attorney Approved as to Form

STATE OF FLORIDA)
)§
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2015 by _____ as _____ of FDOT, an agency of the State of Florida. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 2015.
(NOTARY SEAL OR STAMP)

Notary Public

EXHIBIT "A"
FDOT I-75 RIGHT-OF-WAY DESCRIPTION
(SUBJECT PROPERTY)

EXHIBIT "A"

LEGAL DESCRIPTION:

A part of the Southeast one-quarter (SE 1/4) of Section Twenty one (21), in Township Fifty one (51) South, Range Forty (40) East, and a part of the Southwest one-quarter (SW 1/4) of Section Twenty two (22), Township Fifty one (51) South, Range Forty (40) East, with said lands being more particularly described as follows:

The east forty eight (48.00') feet of said Section Twenty one (21), together with the west fifty two (52.00') feet of said Section Twenty two (22), lying under State Road 93, per The State Highway Right of Way Map, F.A. Project No. I-75-4(13) 2/9, State Road 93, Section 86075-2402.

Said lands lying and being in Broward County, Florida.

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey.
- 2) This Sketch and Legal Description conforms to the guidelines established in Chapter 5J-17.052 (Standards of Practice) of Florida's Administrative Code, pursuant to Section 472.027 of the Florida Statutes.
- 3) Bearings refer to the East line of the Southeast one-quarter of Section 21, Township 51 South, Range 40 East, said line having a bearing of North 1°47'34" West, with said line being considered a well monumented line.
- 4) Not valid without the signature and original raised seal of the Florida Professional Surveyor and Mapper in responsible charge.
- 5) Modifications to this data by anyone other than the signing party is prohibited without the express written consent of the signing party.
- 6) This Sketch and Legal Description consists of Sheets 1 through 2, and no portion is complete or valid without the rest.

LEGEND:

-  Baseline of Survey
-  Section Corner
- P.I. Point of Intersection
- P.C. Point of Curvature
- P.T. Point of Tangency
- Δ Curve Delta
- D Degree of Curve
- T Tangent
- L Curve Length
- R Curve Radius
- LB Licensed Business
- PSM Professional Surveyor and Mapper
- Inc. Incorporated
- SR State Road
- No. Number
- STA. Baseline Station
- SEC. Section
- TWP. Township
- RGE. Range

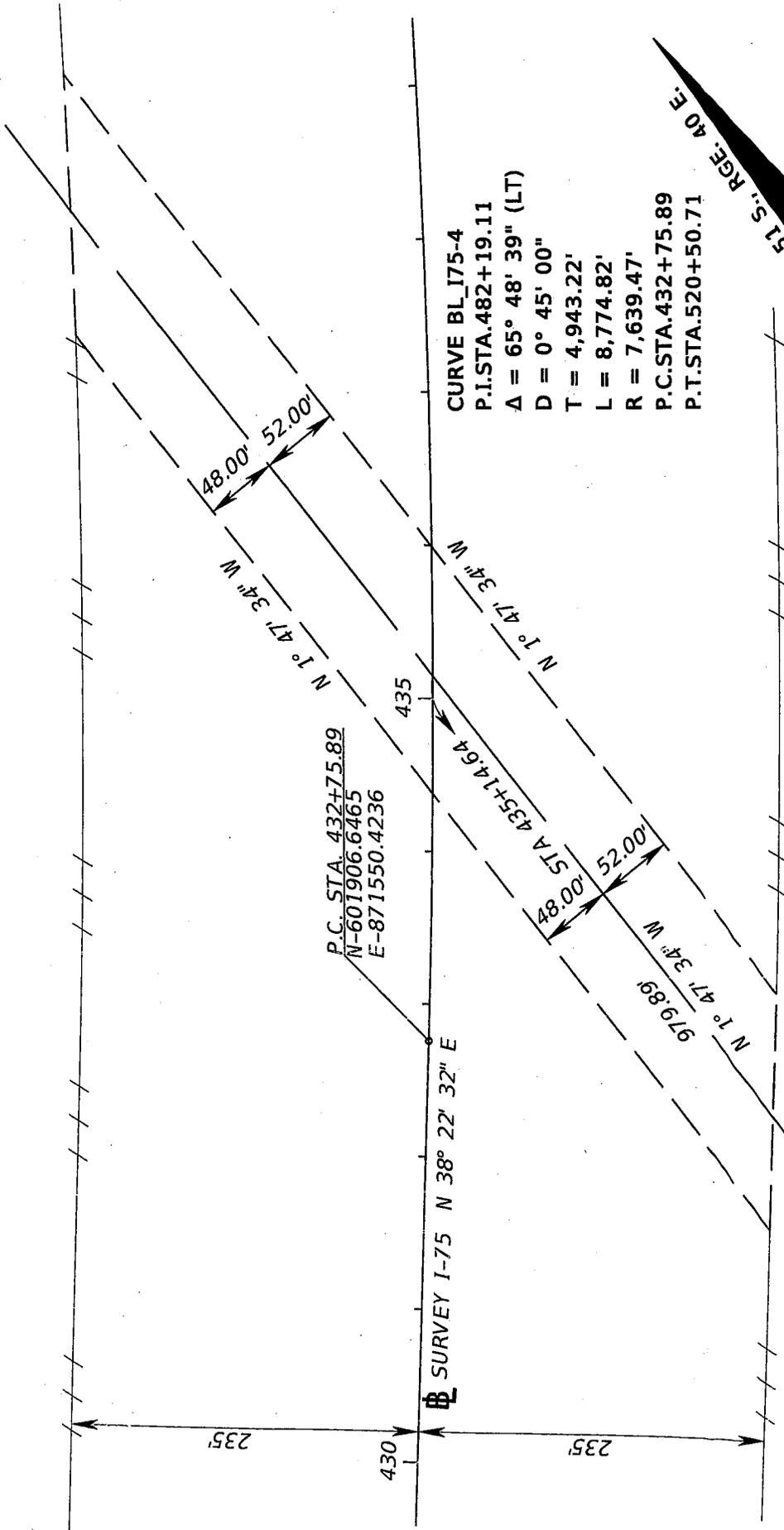
For the firm
Wantman Group, Inc.
Florida Licensed Business No. 7055

By: _____ Date: _____

Samuel T. Hall,
Florida Professional
Surveyor and Mapper No. 6644

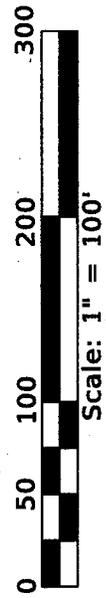
		FLORIDA DEPARTMENT OF TRANSPORTATION	
		SKETCH AND LEGAL DESCRIPTION	
		STATE ROAD NO. 93	BROWARD COUNTY
		BY	DATE
		DRAWN	S.T.H. 10/19/2015
		CHECKED	J.E. 10/20/2015
		PREPARED BY:	DATA SOURCE:
		WANTMAN GROUP, INC.	
REVISION	BY	DATE	F.P. NO. N/A SECTION 86075-2402 SHEET 1 OF 2

EXHIBIT "A"



CURVE BL I75-4
 P.I. STA. 482+19.11
 $\Delta = 65^\circ 48' 39''$ (LT)
 $D = 0^\circ 45' 00''$
 $T = 4,943.22'$
 $L = 8,774.82'$
 $R = 7,639.47'$
 P.C. STA. 432+75.89
 P.T. STA. 520+50.71

SEC. 21, TWP. 51 S., RGE. 40 E.

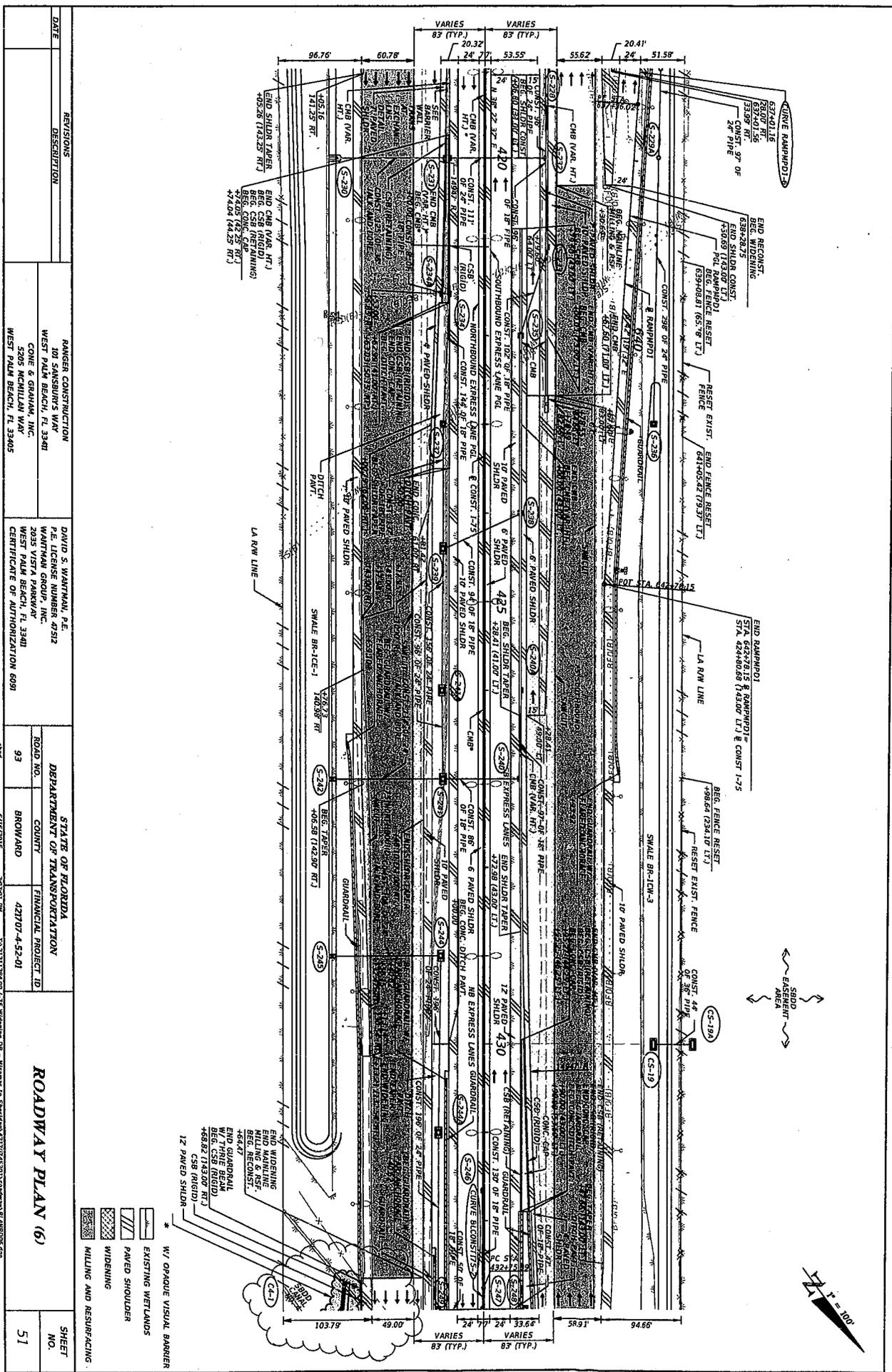


N-601116.6850
 E-871726.3500

FLORIDA DEPARTMENT OF TRANSPORTATION		STATE ROAD NO. 93		BROWARD COUNTY	
SKETCH AND LEGAL DESCRIPTION		BY	DATE	PREPARED BY:	DATA SOURCE:
REVISION	BY	DATE		WANTMAN GROUP, INC.	
			10/19/2015		
			10/20/2015	F.P. NO. N/A	SECTION 86075-2402
					SHEET 2 OF 2

EXHIBIT "B"
PLANS FOR THE IMPROVEMENTS

EXHIBIT "B"



DATE	REVISIONS
	DESCRIPTION

RANGER CONSTRUCTION
WEST PALM BEACH, FL 33401
CONE & GRAHAM, INC.
WEST PALM BEACH, FL 33405

DAVID S. WARTMAN, P.E.
FL LICENSE NUMBER 4512
2025 VISTA PARKWAY, S.W.
WEST PALM BEACH, FL 33409
CERTIFICATE OF AUTHORIZATION 6091

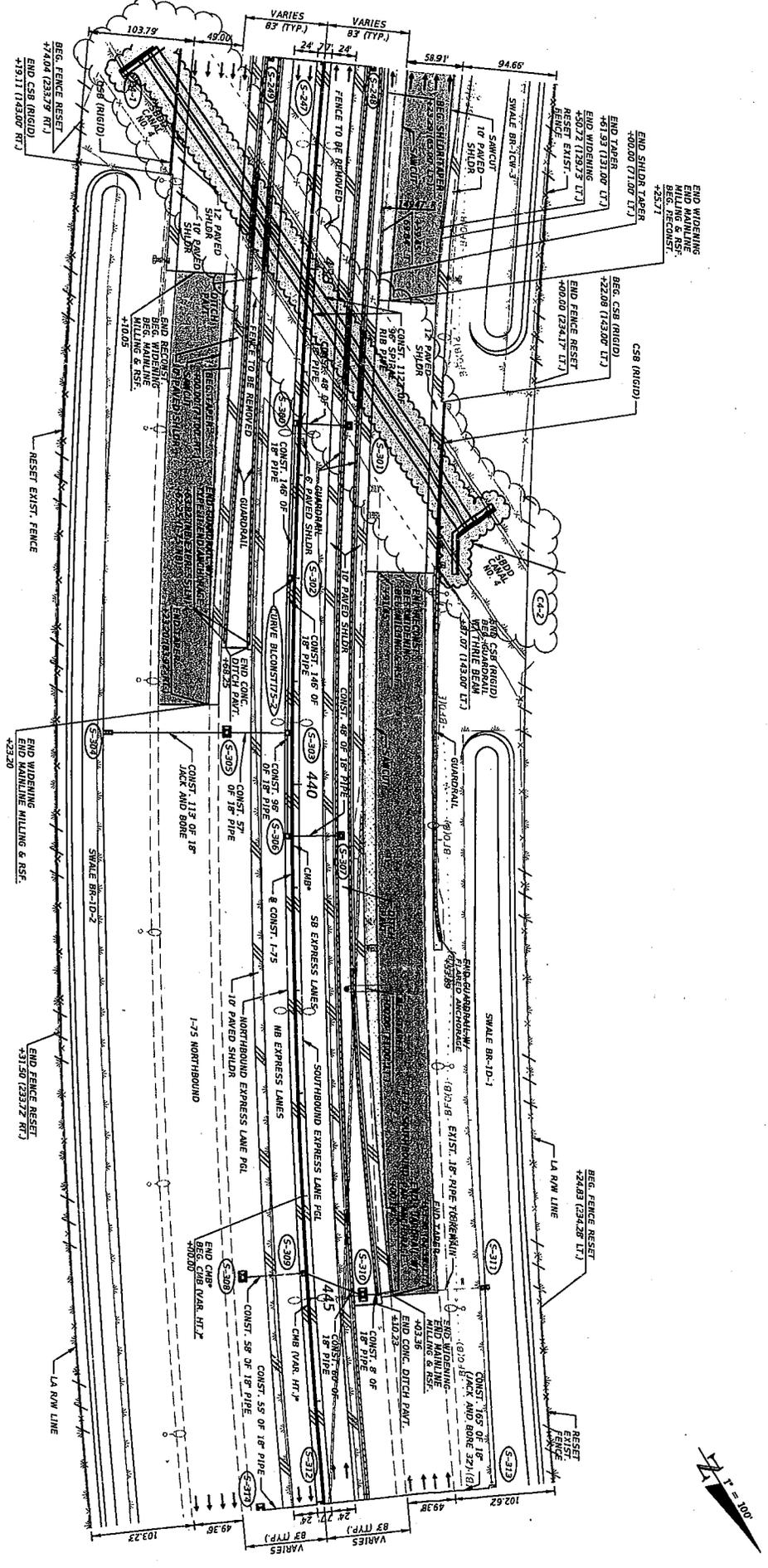
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COUNTY FINANCIAL PROJECT ID
93 BROWARD 42707-4-52-01

ROADWAY PLAN (6)
SHEET NO. 51

- MILLING AND RESURFACING
- WIDENING
- PAVED SHOULDER
- EXISTING WETLANDS
- W/O PAQUE VISUAL BARRIER

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 61G15-23.002, F.A.C.

RELEASED FOR CONSTRUCTION DATE:
Review is for general construction with contract documents. No responsibility for corrections of dimensions, detail, quantities, and safety during fabrication and erection shall remain with the contractor.
BY: (HDR) CONTRACT E4888
BY: (FOOT)



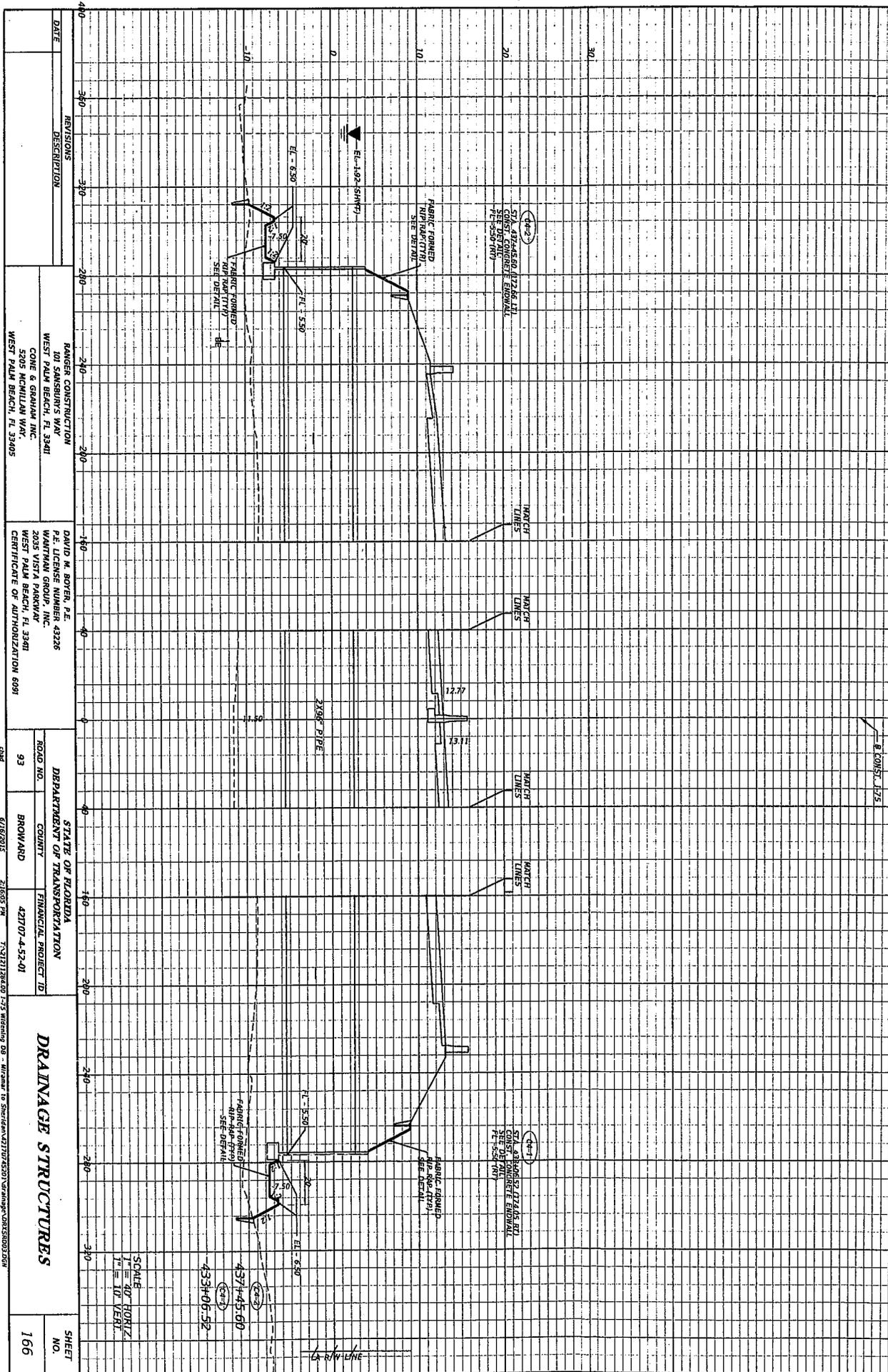
- * W/ OPAQUE VISUAL BARRIER
- EXISTING WETLANDS
- PAVED SHOULDER
- WIDENING
- MILLING AND RESURFACING

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

RELEASED FOR CONSTRUCTION DATE: 6/16/2015
 BY: (HUR) BY: (DOT)
 CONTRACT E4N88

DATE	REVISIONS	DAVID S. WANTMAN, P.E.	STATE OF FLORIDA	SHEET NO.
	DESCRIPTION	P.E. LICENSE NUMBER 47512	DEPARTMENT OF TRANSPORTATION	52
		WEST PALM BEACH, FL 33411	COUNTY	
		5305 MCWILLIAM WAY	BROWARD	
		WEST PALM BEACH, FL 33405	FINANCIAL PROJECT ID	
			421707-4-52-01	
			ROAD NO.	
			93	
			ROAD NAME	
			SR 93	
			PROJECT NO.	
			203310 PM	
			DATE	
			6/16/2015	
			PROJECT TITLE	
			SR 93 WIDENING	
			PROJECT LOCATION	
			SR 93 WIDENING	

EXHIBIT "B"



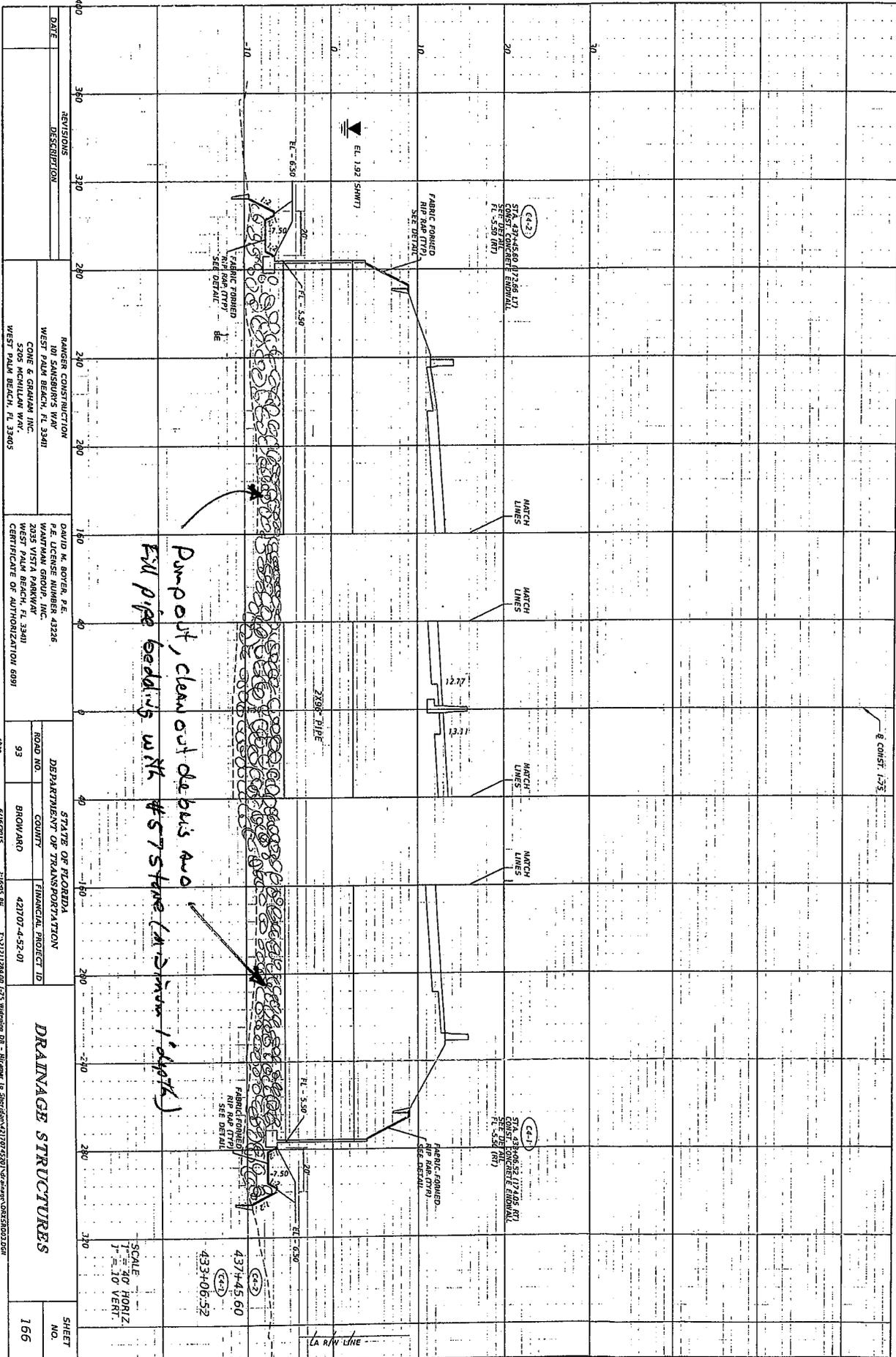
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61615-23.003, F.A.C.

RELEASED FOR CONSTRUCTION DATE:
 Review for general compliance with contract documents. Sole responsibility for correctness of dimensions, field quantities, and safety during fabrication and erection shall remain with the contractor.
FPID 421707-4-52-01 & 421707-4-52-02 CONTRACT E&MB
 BY: (HDR) BY: (FDT)

DATE	REVISIONS	DESCRIPTION	RANGER CONSTRUCTION 101 SHAWBURN'S WAY WEST PALM BEACH, FL 33411 CONE & GARRARD INC. 5205 MICHELAN WAY WEST PALM BEACH, FL 33405	DAVID W. BOTTEN, P.E. P.E. LICENSE NUMBER 43226 2025 VISTA PARKWAY WEST PALM BEACH, FL 33411 CERTIFICATE OF AUTHORIZATION 6991	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 93 COUNTY BROWARD FINANCIAL PROJECT ID 421707-4-52-01	DRAINAGE STRUCTURES	SHEET NO. 166
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6/16/2015 2:05:05 PM T:\312124\09 173 widening 08 - W\2mm\10 Surfaces\421707\501\Drawings\DRN5002.064

EXHIBIT "B"



DATE	REVISIONS	DESCRIPTION	RANGER CONSTRUCTION	DAVID M. BOYER, P.E.	STATE OF FLORIDA	SHEET NO.
			WEST PALM BEACH, FL 33411	E. LINDSEY BOYER, P.E.	DEPARTMENT OF TRANSPORTATION	166
			CONE & GERRARD, INC.	2035 VISTA PARKWAY	FINANCIAL PROJECT ID	
			WEST PALM BEACH, FL 33405	CERTIFICATE OF AUTHORIZATION 6091	421707-4-52-01	
					ROAD NO.	
					93	
					COUNTY	
					BROWARD	
					6/16/2015	
					21835 SR	
					FIN-2171288-AD-1-15	
					Working 05 - Revised to Schedule 2/10/15	
					DRAINAGE STRUCTURES	

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

RELEASED FOR CONSTRUCTION DATE:
 Review is for general compliance with contract documents. Sole responsibility for correctness of dimensions, details, quantities, and safety during fabrication and erection shall remain with the contractor.
 FPID 421707-4-52-01 & 421707-4-52-02 CONTRACT E&MS
 BY: (HDR) BY: (FDDT)

EXHIBIT "B"

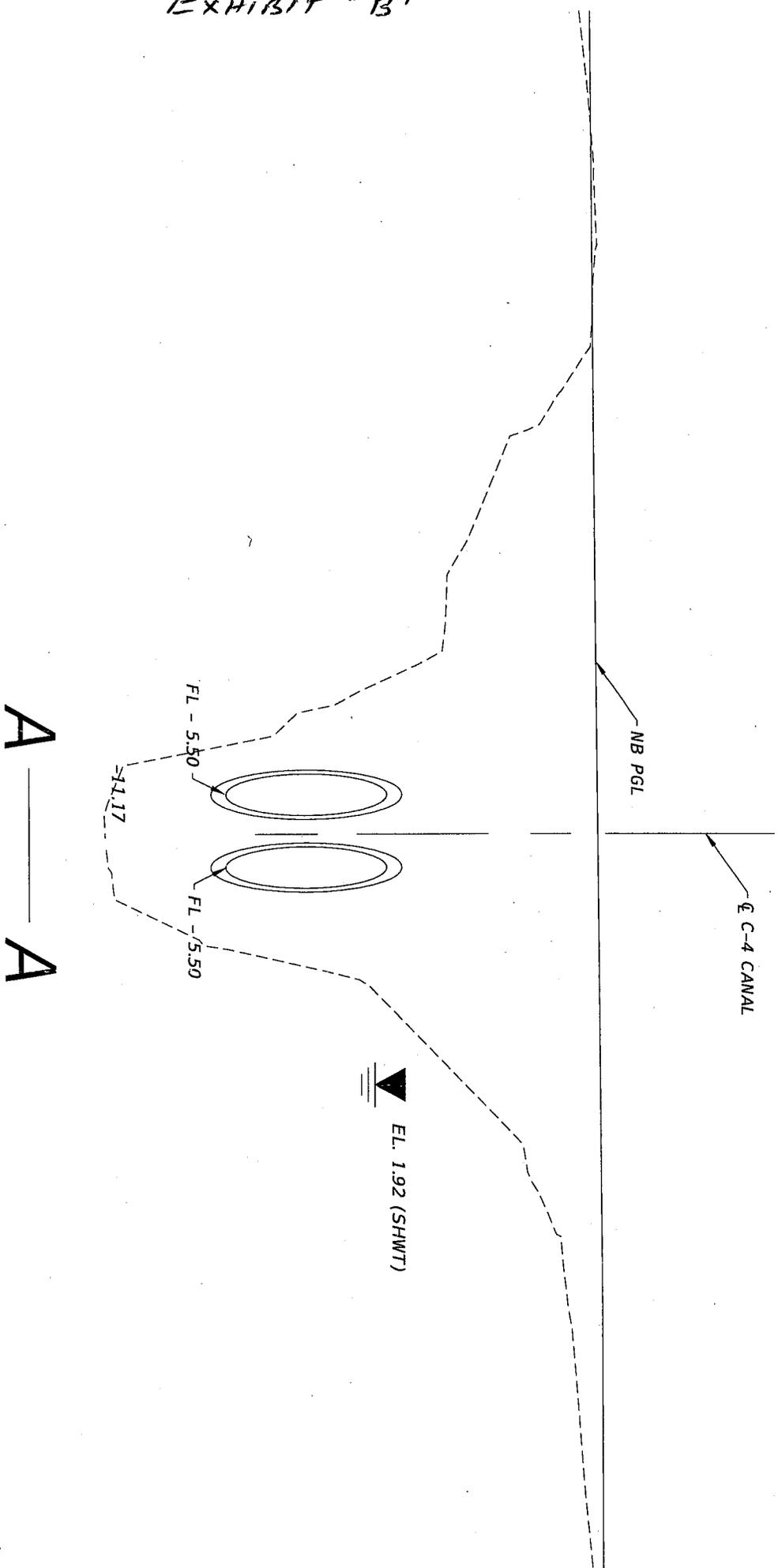


EXHIBIT "C"
CANAL NO. 4 AREA DEPICTION

EXHIBIT "C"

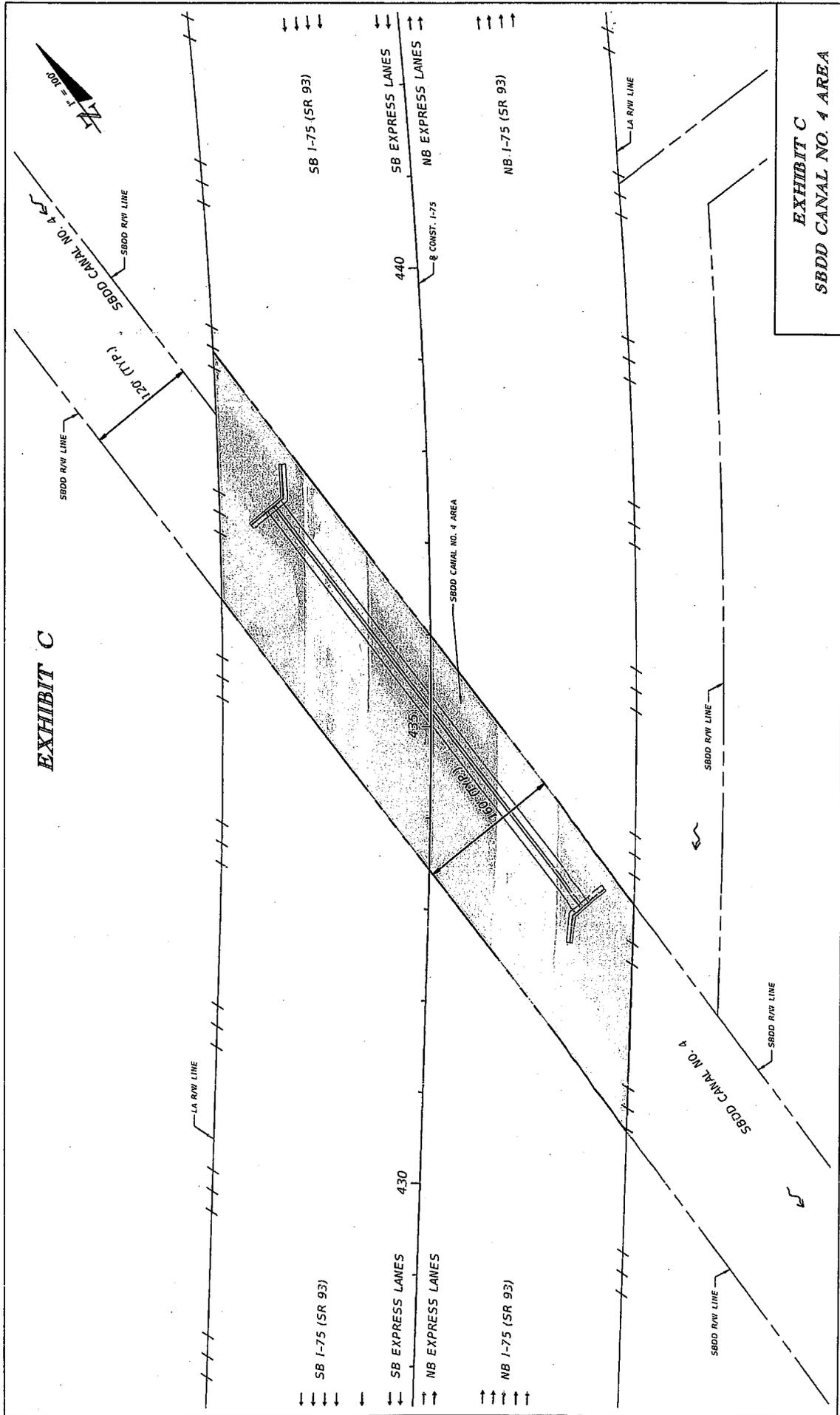


EXHIBIT C

EXHIBIT C
SBDD CANAL NO. 4 AREA

DATE: 10/20/2015 11:57:11 AM PROJECT: I-75 SBDD CANAL NO. 4 AREA DRAWING: SBDD-EM-001

EXHIBIT "D"
SBDD'S REQUIREMENTS TO MAINTAIN THE IMPROVEMENTS

EXHIBIT "D"

MAINTENANCE REQUIREMENTS FOR 1-75 CULVERT CROSSING AT SBDD C-4 CANAL

ANNUALLY

1. FDOT shall perform a visual inspection of the drainage culvert and all appurtenances (end walls, revetment, canal bank, canal bottom, etc.) and verify that all drainage facilities are functioning properly with no obstructions. Any sedimentation build-up over 6" at the ends of the culvert shall be removed.
2. Remove any debris, trash, dirt, leaves, mulch, sedimentation, etc. that is obstructing flow in through or out of the culvert.
3. Repair/restore any erosion issues along the canal banks and within the revetment protection system.
4. Repair any other deficiencies identified during the annual inspection.
5. Provide a written report to SBDD summarizing the findings in the annual inspection and identifying any corrective action and deficiencies.

EVERY THREE YEARS

1. FDOT shall perform a dive inspection for the full length of the culvert for sedimentation build-up and any deficiencies in the culvert. The culvert shall be cleaned as needed with a vac truck to remove any sedimentation build-up over 6".
2. The dive inspection shall include the canal bottom for a distance of 25 feet upstream and downstream of the culvert crossing to verify that there is no build-up of sedimentation that could impede flow. Any impediments to the flow channel shall be removed.
3. The dive inspection shall verify that the original size and shape of the culvert has not changed since the initial construction (or previous 3-year inspection report).
4. The dive inspection shall verify that the culvert is in good condition and has no visible signs of damage, deformations, leaks, gaps, intrusions, etc.
5. The dive inspection shall also verify that the revetment mat is in good condition and has no visible signs of damage, deformations, leaks, gaps, intrusions, etc.
6. Any deficiencies in the culvert or the revetment mat shall be immediately addressed and corrected by FDOT. All corrective action and repair work shall be coordinated with and approved by SBDD.

EXHIBIT "D"

7. Provide a written report to SBDD summarizing the findings of the dive inspection and identifying any corrective action and deficiencies.

EVERY FIVE YEARS

1. Provide an Engineer's re-certification of the I-75 drainage system, including the Canal No 4 Culvert Crossing in accordance SBDD Criteria.

FOLLOWING A MAJOR STORM EVENT

1. SBDD may require FDOT to perform a dive inspection of the culvert following a major storm event (ie: hurricane, tropical storm, or major unnamed storm). The purpose of this inspection will be to verify that the culvert and the revetment mat have not been damaged or otherwise impeded due to the impacts from the storm.
2. Any deficiencies in the culvert or revetment mat shall be immediately addressed and corrected by FDOT, including, but not limited to, the removal of sedimentation over 6".

DOUGLAS R. BELL
ATTORNEY AT LAW
CUMBERLAND BUILDING, SUITE 505
800 E BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 524-8526

November 12, 2015

South Broward Drainage District
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

I N V O I C E

Legal services rendered on behalf of South Broward Drainage District from October 21, 2015 through November 11, 2015:

1. Coordination regarding Special District Legislation for 2016:
Attorney's Fees: 40 minutes @ \$225.00/hr. = **\$ 150.00**

2. Coordination regarding Rolling Oaks Irrigation Line Damage:
Attorney's Fees: 10 minutes @ \$225.00/hr. = **\$ 37.50**

3. Legal counsel and representation to District Director
regarding Monarch Lakes Legal Proceedings:
Attorney's Fees: 25 minutes @ \$225.00/hr. = **\$ 93.75**

4. Coordination regarding Employee Policies:
Attorney's Fees: 30 minutes @ \$225.00/hr. = **\$ 112.50**

5. Coordination regarding review of Surface Water Management
Area Designation Document:
Attorney's Fees: 10 minutes @ \$225.00/hr. = **\$ 37.50**

TOTAL DUE THIS INVOICE: \$ 431.25

DOUGLAS R. BELL
ATTORNEY AT LAW
CUMBERLAND BUILDING, SUITE 505
800 E BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 524-8526

November 12, 2015

South Broward Drainage District
6591 Southwest 160th Avenue
Southwest Ranches, Florida 33331

*** I N V O I C E ***

LEGAL SERVICES REIMBURSABLE FROM PROPERTY OWNERS:

Legal services rendered on behalf of South Broward Drainage District from October 21, 2015 through November 11, 2015:

1. Coordination regarding Porsche/Warren Henry Drainage Easements:
Attorney's Fees: 2 hrs. 35 min. @ \$225.00/hr. = **\$ 581.25**

2. Coordination regarding Grove Plat:
Attorney's Fees: 1 hr. 0 min. @ \$225.00/hr. = **\$ 225.00**

3. Coordination regarding DOT/I-75/SBDD Canal No. 4 Agreement:
Attorney's Fees: 6 hrs. 45 min. @ \$225.00/hr. = **\$ 1,518.75**

4. Coordination regarding Raintree Development HOA Documents and Water Quality Requirements:
Attorney's Fees: 4 hrs. 30 min. @ \$225.00/hr. = **\$ 1,012.50**

TOTAL DUE THIS INVOICE: \$ 3,337.50

South Broward Drainage District
Comparative Statement of Revenues and Expenses
General Fund (Budgetary Basis)

	<u>Oct 15</u>	<u>Annual Budget</u>
Ordinary Income/Expense		
Income		
1402 · Maintenance	74.29	3,093,364.50
1404 · Permit Fees	6,608.00	30,000.00
1405 · 5 Year Recertification Program	5,619.00	30,000.00
1406 · Residential and Lot Permit Fees	2,562.50	22,000.00
1407 · Telecommunications Annual Fee	0.00	2,850.00
1408 · Appropriation of Fund Balance	0.00	153,884.74
1410 · Interest Income	97.21	12,000.00
1416 · Miscellaneous Income	133.25	1,000.00
Total Income	15,094.25	3,345,099.24
Expense		
1412 · South Broward Collection Fee	1.50	61,867.29
1414 · Discounts (Early Tax Payments)	0.37	111,361.12
1501 · Administrative - Office	25,260.00	334,501.44
1503 · Board of Supervisors	3,150.00	37,800.00
1505 · Field Operations	37,828.04	501,105.28
1506 · Inspectors/Project Coord.	18,699.20	247,990.08
1507 · Payroll Taxes - FICA	9,002.51	90,832.81
1509 · Pension	6,831.41	105,891.22
1513 · Payroll Other	44,312.32	65,000.00
1520 · Accounting Fees	0.00	25,000.00
1535 · Engineer/Consult Fees/Spec Proj	280.00	65,000.00
1540 · Legal Fees	1,675.00	60,000.00
1543 · Legal Fees Special Proj.	0.00	25,000.00
1544 · Other Expense	0.00	1,000.00
1550 · Commercial Property Package	32,888.00	36,000.00
1555 · General/Hazard Liability	36,515.00	38,000.00
1560 · Group Health, Life & Dental	39,622.87	395,000.00
1570 · Workers Compensation	21,614.00	22,000.00
1575 · Advertising	730.50	6,500.00
1585 · Computer Supplies - Upgrades	238.30	10,000.00
1590 · Dues & Subscriptions	4,400.00	5,600.00
1600 · FPL - Electric	997.15	13,000.00
1603 · Gas (LP) Auxiliary Power	0.00	5,000.00
1605 · Janitorial Service	149.00	2,000.00
1610 · Licenses & Fees	535.00	900.00
1615 · Maintenance Contracts	761.21	9,000.00
1620 · Uniforms	40.00	2,500.00
1625 · Office Supplies - Postage	569.02	4,500.00
1630 · Payroll Service	335.97	3,600.00
1635 · Printing - Stationary	90.00	1,800.00
1640 · Public Records Storage/Filing	0.00	40,000.00
1645 · Telephone - Misc. Communication	1,236.12	15,000.00

South Broward Drainage District
Comparative Statement of Revenues and Expenses
General Fund (Budgetary Basis)

	<u>Oct 15</u>	<u>Annual Budget</u>
1650 · Water & Sewer	146.11	2,100.00
1655 · Buildings & Grounds	596.24	35,000.00
1660 · Equipment Rental/Outside Svcs.	0.00	5,000.00
1665 · Equip/Vehic/Boats/Hvy Equip	1,958.22	30,000.00
1670 · Fuel/Oil/Lubric. (Pump Stat)	0.00	60,000.00
1675 · Fuel/Oil/Lubric. (Vehic/Equip)	3,712.03	40,000.00
1677 · Hazardous Mat./Spill Cont.	0.00	5,000.00
1680 · Janitorial Supplies - Carp. Clg	0.00	1,000.00
1683 · Hurricane Preparedness Supp.	0.00	1,500.00
1685 · Landscaping & Mowing	1,112.07	32,000.00
1690 · Photography - VCR Equip. & Phot	0.00	250.00
1695 · Pump Stations - Flood Gates	1,337.04	70,000.00
1700 · Safety/SCUBA - Inspect Equip.	187.96	2,500.00
1705 · Sanitat. - Exterminating Serv.	401.33	7,500.00
1710 · Small Tools - Shop Supplies	548.98	9,000.00
1715 · Water Recorder/Elev Gge/Telemetry	0.00	8,000.00
1720 · Canal/Swale Cleaning/Renovation	100.10	30,000.00
1725 · Culvert Cleaning/Inspection	0.00	50,000.00
1730 · Culvert Repair - Flapper Gates	0.00	40,000.00
1735 · Endwall Repair - Replace./Upgrd	0.00	5,000.00
1740 · Erosion Control	0.00	45,000.00
1745 · Gates/Barrier/Fence/Ramp/Sign	0.00	5,000.00
1747 · Outfall Structures	0.00	2,000.00
1750 · Trash Rack/Piling/Tank Upgr.	0.00	10,000.00
1755 · Tree Removal	0.00	30,000.00
1765 · Herbicides	13,136.29	370,000.00
1770 · Triploid Carp/Fsh Guards/Maint	0.00	30,000.00
1775 · Water Testing	820.00	8,000.00
1780 · Seminars/Meetings/Conferences	21.24	8,500.00
1781 · Basin S-3 Drainage Improvements	0.00	0.00
1785 · Equip./Vehicle Replace./Upgrd	3,367.00	50,000.00
1797 · Contingency/Misc Expense	0.00	10,000.00
Total Expense	<u>315,207.10</u>	<u>3,345,099.24</u>

SOUTH BROWARD DRAINAGE DISTRICT
SUMMARY OF DISTRICT FUNDS
November 13, 2015

SBDD ASSET ACCOUNTS

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals	
UNASSIGNED						
General	\$168,066	\$161,809	Suntrust Muni Now	\$39,855	CD-FL Community	\$353,166
				\$145,245	CD-Bank United	
Payroll	\$44,527	\$44,527	Suntrust			\$44,527
COMMITTED						
Capital Improvements	\$989,370	\$989,370	Suntrust Reserve	\$247,500	CD-Stonegate	\$1,994,197
				\$247,500	CD-Landmark	
				\$184,500	CD-Centennial	
				\$243,758	CD-Regent Bank	
				\$81,569	CD-FL Community	
Emergency	\$3,246,208	\$2,246,168	Suntrust Reserve-Interest			\$3,246,208
		\$1,000,040	Suntrust Reserve-Credit			
Separation	\$160,633	\$160,633	Suntrust Reserve	\$51,048	CD-Bank United	\$274,681
				\$63,000	CD-Centennial	
Totals	\$4,608,804	\$4,602,547		\$1,303,975		\$5,912,779

SBDD LIABILITY ACCOUNT

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals	
As-Built	\$81,285	\$81,285	Suntrust Paying	\$51,213	CD-Bank United	\$506,074
				\$247,500	CD-TD Bank	
				\$126,076	CD-FL Community	
Total	\$81,285	\$81,285		\$424,789		\$506,074
FUND TOTALS				\$1,728,764		\$6,418,853

SBDD INVESTMENT SUMMARY

Investment	Recommendation	Investment Amount	Interest Rate	Issue Date	Maturity Date
Regent Bank CD		\$243,758	0.50%	1/10/2015	1/10/2016
FL Community Bank CD		\$247,500	0.60%	2/25/2015	2/25/2016
Centennial Bank CD		\$247,500	1.05%	6/19/2015	7/19/2016
TD Bank CD		\$247,500	0.30%	8/7/2015	8/7/2016
Stonegate Bank CD		\$247,500	0.40%	8/8/2015	8/8/2016
Landmark Bank CD		\$247,500	0.60%	8/14/2015	8/14/2016
Bank United CD		\$247,506	0.85%	9/30/2015	9/30/2016
TOTAL OF INVESTMENTS		\$1,728,764			

Jan-16	Feb-16	Jul-16	Aug-15	Sep-16
\$243,758	\$247,500	\$247,500	\$742,500	\$247,506