



CITY OF MIRAMAR LAND DEVELOPMENT PROCESS & PROCEDURES MANUAL

**Office of Operational Services
October 1, 1998 (Rev. 4/05)**

LAND DEVELOPMENT PROCESS AND PROCEDURES MANUAL

**A Guide for the Preparation and Review
of Applications, Reports and Plans**

**CITY OF MIRAMAR
OFFICE OF OPERATIONAL SERVICES**

OCTOBER 1, 1998

Revised April 2005



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INTRODUCTION

This Land Development Process and Procedures Manual has been developed by the City of Miramar Office of Operational Services, Engineering Services Department. It is intended to serve as a guide for developers, engineers, contractors, and the general public. This manual describes the various components of the application approval process and the documents required at various stages. Flow diagrams are included which graphically summarize the process.

The primary goal of the Office of Operational Services is to promote a high quality of life for the City of Miramar residents and businesses by providing well-planned cost-effective infrastructure, water and wastewater utilities, and services, to promote public health, personal safety, and the future growth of the City of Miramar.

The Assistant City Manager of Operations commends all the efforts of past and present Engineering staff in the creation of this resourceful document. We have made every effort to make it functional and useful; however, the manual is perceived as a living document, which can be refined and revised as the need arises.

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DEFINITIONS

BCDH	Broward County Department of Health
BCED	Broward County Engineering Division
BCTED	Broward County Traffic Engineering Division
CO	Certificate of Occupancy
COE	Army Corps of Engineers
City	City of Miramar
Code	Code of Ordinances
Commission	City Commission
County	Broward County
DEP	Department of Environmental Protection, State of Florida
DPEP	Department of Planning and Environmental Protection, Broward County
DRC	Development Review Committee
Department	Department of Engineering Services
Developer	Developer of a Project
ERC	Equivalent Residential Connection
FDOT	Florida Department of Transportation
P & Z Board	Planning and Zoning Board
SFWMD	South Florida Water Management District
SBDD	South Broward Drainage District

I. SCHEDULE OF INFRASTRUCTURE RELATED FEES

Schematic Engineering Review

Fee: \$200.00

Final Engineering Plan Review (Based on Engineer's cost estimate):

Fee: \$600.00 for first \$300,000.00

Fee: \$600.00 + \$1.25 per \$1,000.00 of cost in excess of \$300,000.00 up to \$500,000.00
(maximum of \$850.00)

Fee: \$850.00 + \$.75 per \$1,000.00 of cost in excess of \$500,000.00 (maximum of \$2,000.00)

Site Work (Plan) Permits (Based on cost)

There is a 7% surcharge on total permit fees

Fee: 3% of the cost, up to \$300,000.00

Fee: \$9,000.00 + 1-1/2% of cost over \$300,000.00

Lake Excavation

There is a 7% surcharge on permit fees

Fee: \$0.01 per cubic yard of the excavated material up to a maximum of \$5,000.00

Construction Permit Process

There is a 7% surcharge on permit fees

Fee: 3% of construction up to \$300,000.00

Fee: \$9,000.00 + 1-1/2% of cost over \$300,000.00

Reinspection (Retesting)

Fee: \$150.00

Final C/O Reinspection

Contractor/Residential

Fee: \$35.00

Contractor/Commercial

Fee: \$35.00

Owner-Builder/Residential

Fee: \$15.00

Work Without Permit

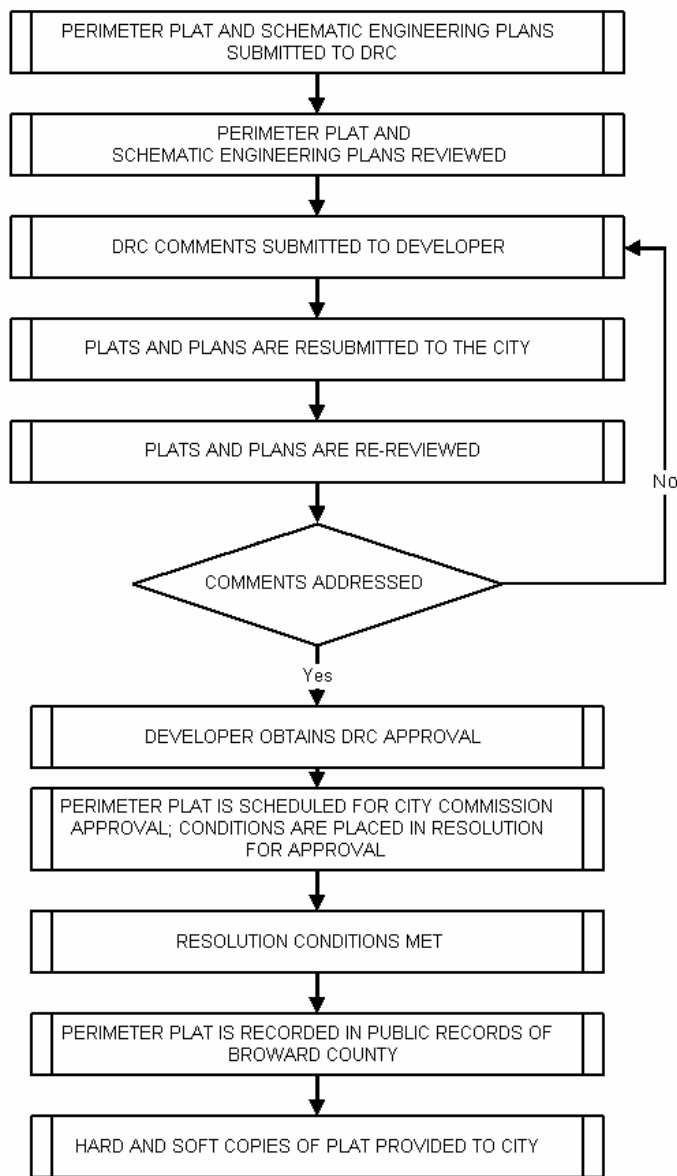
Fine: (See Section 23.K of City Code)

II. PERIMETER PLAT/SCHEMATIC ENGINEERING PLANS APPROVAL

Sections Included:

- 1) Flow Diagram
- 2) Detailed Process Description

PERIMETER PLAT/SCHEMATIC ENGINEERING PLANS APPROVAL PROCESS



PERIMETER PLAT/SCHEMATIC ENGINEERING PLANS

APPROVAL PROCESS

- 1) Developer schedules a preliminary meeting with the Department to discuss all pre-development related issues. Pre-development related issues include but are not limited to schematic engineering plans, water plant and sewage plant capacity and ERC tabulations.
- 2) Perimeter plat and schematic engineering plans are submitted to the DRC for review. The DRC distributes the submittal to various City departments for review.
- 3) The Engineering Services Department reviews and provides comments based on the following:

Schematic Engineering Plans:

- a) Schematic engineering plans are reviewed for conformance to the City's Master Development Plan.
- b) Schematic engineering plans must show all drainage, water, gravity sewer, force main, and reuse main utility locations. Pipe sizes and materials should be included.
- c) All pump station locations must be shown on the plan.
- d) All required easements for drainage, water, sanitary sewer, and reuse system (20' minimum) must be shown, dimensioned and labeled on the plan.
- e) Conceptual overall drainage system must be shown on the plan, including all lake interconnects and developmental outfall.
- f) A \$200.00 schematic engineering review fee must be submitted.

Perimeter Plat:

- a) All required drainage and utility easements from the schematic engineering plan are verified on the plat dedicated to the City.
 - b) All proposed pump stations require a 30' x 30' parcel dedicated to the City.
 - c) An AutoCAD Release 14 or higher diskette or zip diskette of the approved plat in State Plane Coordinate System (NAD83) must be submitted.
- 4) DRC comments are submitted to the Developer for revisions. If the Developer does not agree with the comments, the Developer may schedule a meeting with the DRC to discuss the comments/suggestions.

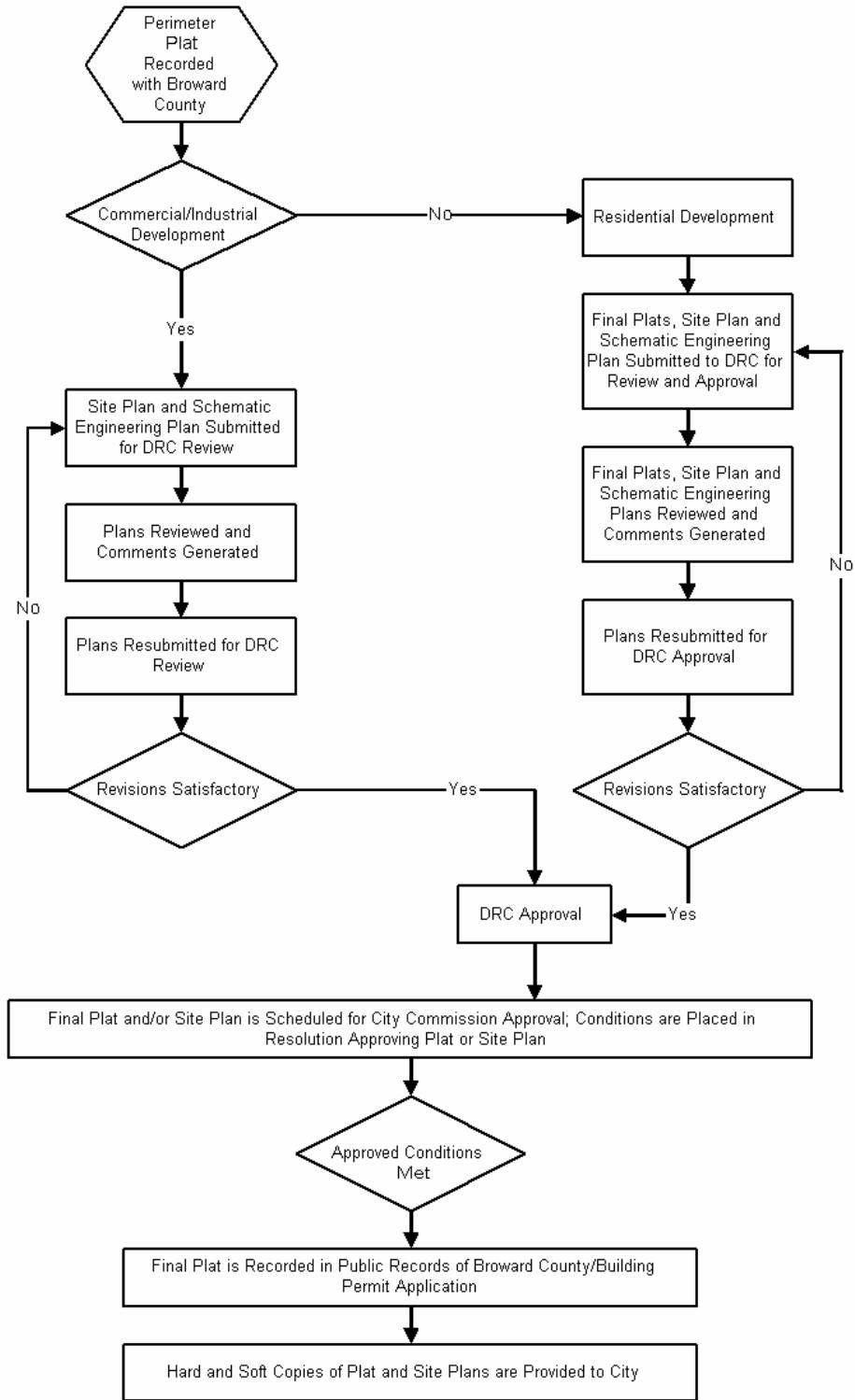
- 5) The perimeter plat and the schematic engineering plans are revised and re-submitted to the DRC for approval. The DRC distributes the revised packages to all City departments for review.
- 6) The revised perimeter plat and schematic engineering plans are reviewed by the appropriate City departments.
- 7) If all comments for both the plat and schematic engineering plans have been addressed satisfactorily, Developer obtains DRC approval.
- 8) The perimeter plat is scheduled for Commission approval. The Commission may approve the plat with or without conditions. A general plat condition may reference public roadway infrastructure, including sidewalks, street lighting, paving and drainage (on-site and/or off-site).
- 9) Submit AutoCAD diskette of approved plat.
- 10) The Developer may, at this time, apply for a site work permit. [See Appendix D (1)] The site work permit generally includes: clearing, grubbing, demucking, lake excavation and fill placement.
- 11) Master Utility Construction Agreement is required. [See Appendix A (1)]

III. FINAL PLAT/SITE PLAN APPROVAL

Sections included:

- 1) Flow Diagram
- 2) Detailed Process Description

FINAL PLAT/SITE PLAN APPROVAL PROCESS



FINAL PLAT/SITE PLAN APPROVAL PROCESS

Certain procedures in the approval process are common to both final plat and site plan approval. Those procedures and comments are as follows:

A. GENERAL

- 1) Final plats, site plans and schematic engineering plans are submitted to the DRC for review. The DRC distributes the final plat/site plan packages for both commercial/industrial and residential development to various City departments for review.
- 2) DRC comments are submitted to the Developer. If the Developer does not agree with comments, the Developer may schedule a meeting with the DRC to discuss the comments and/or requested revisions.
- 3) The Developer resubmits plats/plans to the DRC for review.
- 4) If all DRC comments are addressed satisfactorily, the Developer obtains DRC approval.
- 5) If the development is a commercial/industrial development, it may be designated as conditional use. Conditional use projects must go before the P & Z Board prior to Commission review and approval.
- 6) If the development is not conditional use, it goes directly to the Commission for review and approval.
- 7) The Commission may approve the final plat/site plan with or without conditions. A general plat condition, may refer to a public roadway infrastructure, including sidewalks, street lighting, paving and drainage (on-site and off-site).

B. FINAL PLAT

Items required to be shown on final plat include the following:

- 1) Meets and bounds description(s), dedications, rights-of-way and easements
- 2) Surveyor's certification and all applicable requirements of Chapter 177, Florida Statutes, and Chapter 61G17-6 of the Florida Administrative Code
- 3) Required certifications of the County, SBDD, and the City
- 4) Property lines, easements, name of adjoining owners, reference notes

- 5) No final plat is required, if:
 - a) zoning remains unchanged;
 - b) the perimeter plat is not to be subdivided;
 - c) driveway locations are not to be relocated or revised;
 - d) no easements shown on the perimeter plat are to be added or revised; and
 - e) no other revisions to the perimeter plat are proposed.
- 6) Prior to plat recordation, the owner shall enter into a Service Agreement for Water and Sanitary Sewage Facilities [See Appendix B (1)] with the City.
- 7) The following documents must be submitted to the City for execution of the Service Agreement for Water and Sanitary Sewer Facilities:
 - a) Three (3) sets original Agreement executed by the Developer;
 - b) Three (3) sets of sketch and Legal Description of the property signed and sealed by registered land surveyor in 8-1/2" x 11" format;
 - c) Letter from Rhonda Archer, City's Special Assessment Program Administrator, stating that the required number of ERCs are assigned to the project. She can be reached at (865) 717-0303 or email rkmoosing@aol.com .
- 8) Upon receipt of final approval from the City, the final plat shall be recorded in the Public Records of Broward County.
- 9) A soft copy (diskette) and prints shall be provided by the Developer to the City.
- 10) Once final plat/site plan is approved by Commission, the development now enters the final engineering phase.

**CHECK LIST FOR REVIEWING SCHEMATIC ENGINEERING PLANS
FOR SITE PLAN APPROVAL**

Submittal

The following drawings must be part of the schematic engineering plans:

- 1) Cover sheet indicating project name, project location, legal description of property, index to drawings, etc.
- 2) Key sheet. Also, each sheet must have a key map, with the current sheet highlighted
- 3) The scale of the drawing to be not bigger than 1:50
- 4) Conceptual paving, grading and drainage plan
- 5) Conceptual water distribution system and sewage collection plan
- 6) Conceptual pavement marking and signage plan
- 7) Section details

Review Checklist

General

- 1) The applicant shall pay the required \$200.00 schematic engineering review fee.
- 2) Provide AutoCAD Release 14 or higher diskette or zip diskette of the approved site plan in State Plane Coordinates (NAD83)

Paving, Grading and Drainage Plan

- 1) Provide preliminary grading for the site including high points and low points along centerline of drive isles and direction of flow.
- 2) All drainage pipes must be shown on the plan. Indicate material and preliminary sizes for the pipes. Required drainage easements must be indicated on the plan.
- 3) The finished floor elevation for all buildings must be shown. Please refer to Section 802.7.3(b) of the City's Land Development Code for details.
- 4) Provide dimension of all typical parking spaces, drive lanes, sidewalks, landscape islands, etc., on the plan.
- 5) Indicate typical curb locations and label type of curb.
- 6) Label handicap parking spaces. Indicate handicap ramps on plan per FDOT Index 304 (Latest Edition).
- 7) Provide wheel stops on all parking spaces if they are next to sidewalk, to prevent vehicle overhang on sidewalk.
- 8) Provide typical parking stall detail to be consistent with FDOT Index 17346 (Latest Edition).
- 9) Indicate dumpster enclosure locations and provide note indicating dumpster pad to be 6" above adjacent pavement.
- 10) Indicate control water elevation for lake and provide typical lake bank section.
- 11) Label DOT type concrete end wall for all outfalls to lake.
- 12) Provide typical cross section across each entrance drive indicating cross slopes, width, depth and types of asphalt, rock base and sub-grade. Provide compaction requirements for rock base and sub-grade per Section 12.4 of the City's Engineering Standards Manual.

- 13) Provide typical cross section at the property line, parking and drive lanes including sidewalk and curb.
- 14) Sidewalks shall be provided on both sides of the public or private street right-of-way (please see Section 802.1.5 of the City's Land Development Code).
- 15) In residential areas, there are to be no manholes or drainage inlets located in any driveway locations.

Water and Sewer Plan

- 1) Indicate size and material of existing water and sewer system.
- 2) Two tie-in points for water system, not along the same main, if possible, is required.
- 3) Label and dimension utility easement for all water, sewer and reuse systems. Easements must be minimum 20' wide with pipe centered within the easement. Water meter, the first sewer clean out, and fire hydrant must also be within the easement.
- 4) Indicate the size, material and location of proposed water, gravity sewer, force main and reuse main. Indicate the size of the water meter. The material of water service to be polyethylene.
- 5) Provide reduced pressure backflow preventor between the water meter and the building for all domestic service to commercial/industrial site.
- 6) Provide double detector check valve assembly for all fire lines.
- 7) All pump station locations must be indicated on the plan. The pump station shall be located in a 30' x 30' parcel dedicated to the City.

Landscape Plan

Add a note to the landscape drawings that all trees shall be placed a minimum of four feet from underground utility lines.

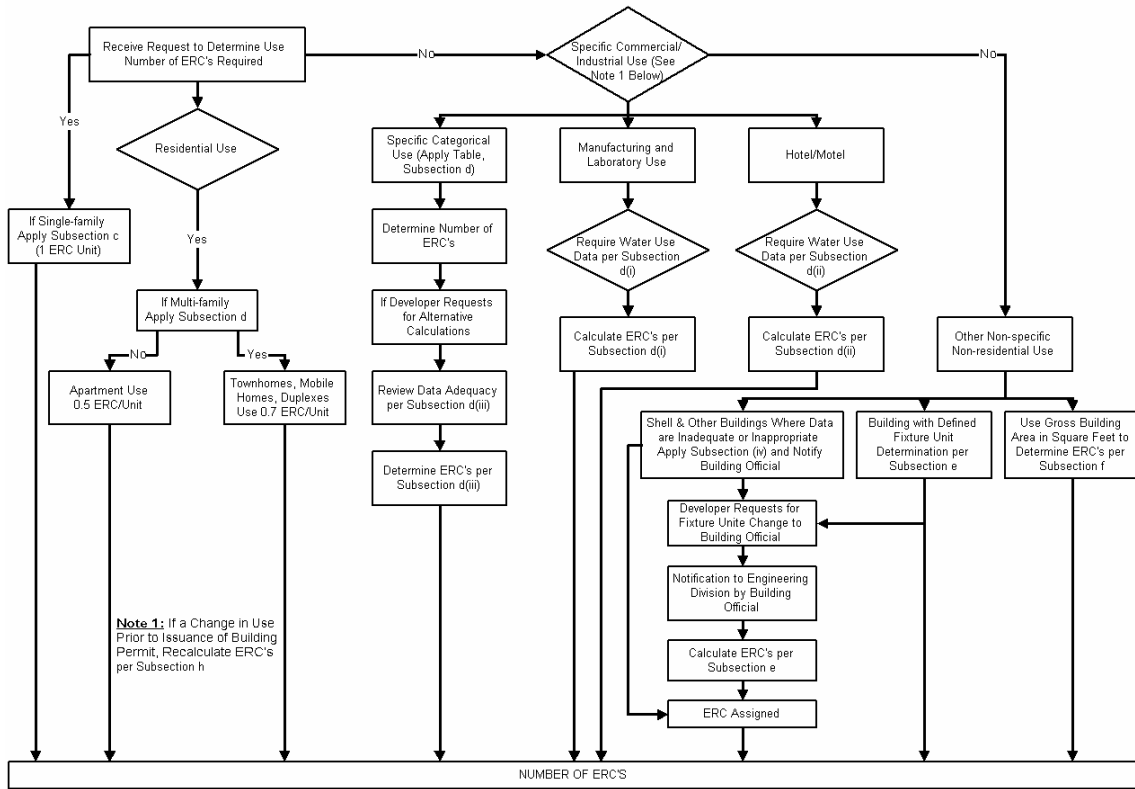
IV. EQUIVALENT RESIDENTIAL CONNECTION (ERC) DETERMINATION

Sections included:

- 1) Flow Diagram
- 2) Detailed Process Description

EQUIVALENT RESIDENTIAL CONNECTION (ERC) DETERMINATION

Reference Section 21-195 of City of Miramar Code of Ordinances



EQUIVALENT RESIDENTIAL CONNECTION (ERC) DETERMINATION

During the final plat/site plan approval and prior to entering into the Service Agreement for Water and Sanitary Sewage Facilities with the City, the developers shall request for ERC assignment.

The submitted package, including schematic engineering plan, must provide adequate information as applicable for the following process.

ERC Determination

The section referenced is City Code Section 21-195. ERC determination shall be a whole number per building (except for townhomes), and shall be rounded up for all decimal figures.

Verify type of development: residential (single-family, multi-family, i.e., apartment and/or townhomes, mobile homes) and/or commercial/industrial.

- 1) Residential Use:
 - a) For single-family residential unit, ERC will be determined as 1 ERC/unit.
 - b) For multi-family, per Subsection (c), ERCs shall be determined as .5/unit for apartments and, per Subsection (d), .7/unit for townhomes/duplexes/mobile homes.
- 2) Commercial Use:
 - a) Specific categorical use, as per table in Subsection (d), determine the number of ERCs. However, if the developer requests alternative calculations, review water use data adequacy per Subsection (d)(iii) and with adequate data, determine ERCs.
 - b) For manufacturing and laboratory use, determine water use data per Subsection (d) and determine ERCs.
 - c) For hotel/motel use, determine water use data per Subsection (d)(ii), determine and calculate ERCs.
 - d) In any of the three cases above, if there is a change in use prior to issuance of building permit, recalculate ERCs per Subsection (h).

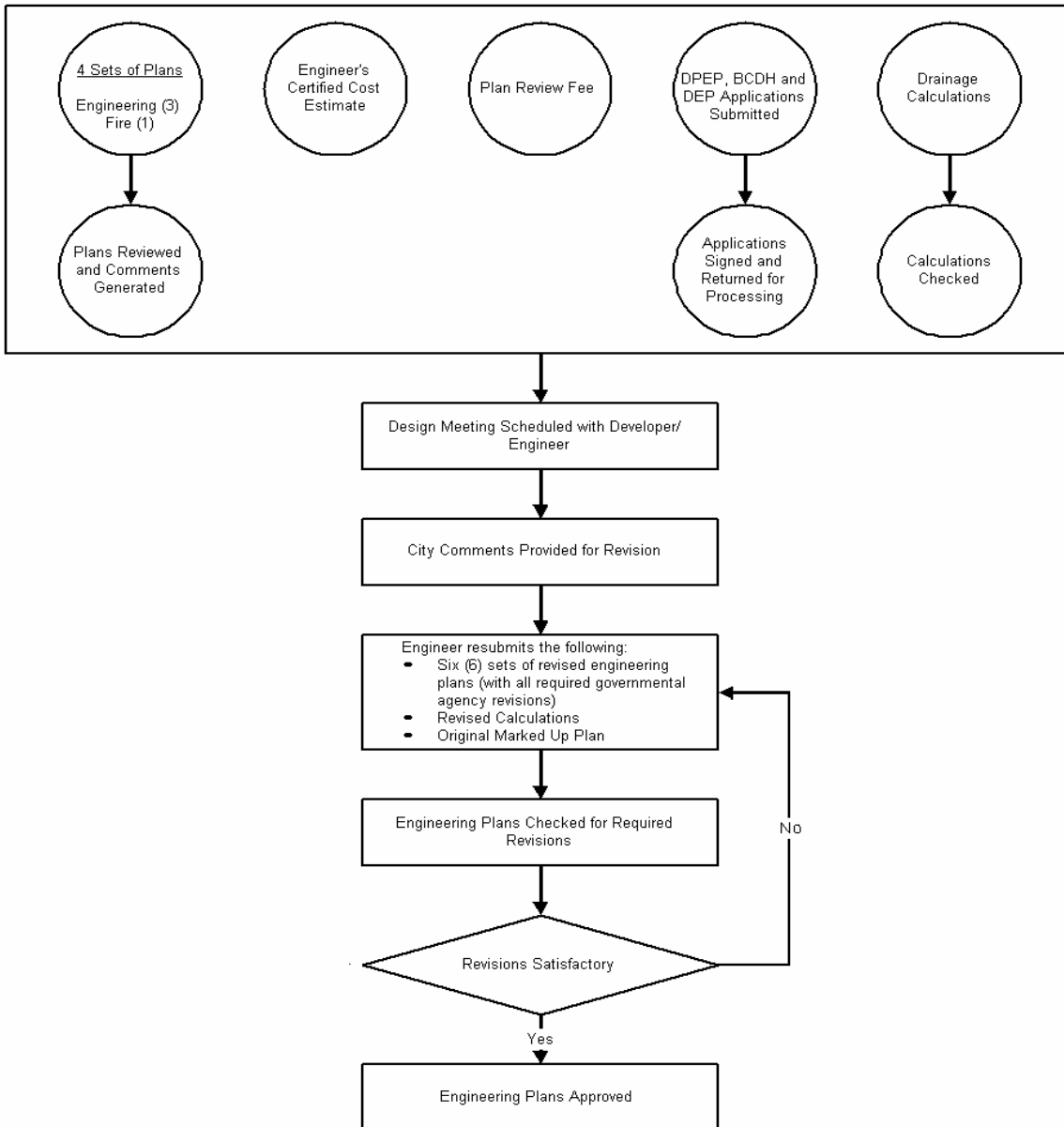
- 3) Other Non-Specific Non-Residential Uses:
 - a) For shell and other buildings, a reasonable estimate of square footage based on an estimated use will be made and ERC assigned as per Subsection (e)(iv) and (f). Upon completion of all interior improvements a final fixture units count, based on the installed fixtures, will be established and an appropriate adjustment allowed.
 - b) For other non-specific commercial buildings, determine fixture units per Subsection (e).
 - c) Once ERCs are assigned as explained in parts (a) and (b) above, if the developer request for fixture unit changed with the Building Official, the Building Official notifies the Engineering Services Department and ERC is assigned per Subsection (e).
- 4) In cases where no information is available, use gross building area and apply Subsection (f) to determine ERC.
- 5) Once the required number of ERCs are determined, contact Rhonda Archer, City's Special Assessment Program Administrator at (865) 717-0303 or email rkmossing@aol.com , to have the required ERCs assigned to the project.

V. FINAL ENGINEERING PLAN APPROVAL

Sections Included:

- 1) Flow Diagram
- 2) Detailed Process Description

FINAL ENGINEERING PLAN APPROVAL PROCESS



Note: All plans, specifications and calculations shall be signed and sealed by a Florida Registered Professional Engineer.

FINAL ENGINEERING PLAN APPROVAL PROCESS

- 1) The following must be submitted to initiate the final engineering review process.
 - a) Four (4) sets of engineering plans [(3 sets) Engineering, (1set) Fire] signed and sealed by a Florida Registered Engineer.
 - b) Engineer's certified cost estimate for construction is submitted with plans. [See Appendix C (1)] The plan review fee is based upon the cost and is determined as follows:
 - Cost up to \$300,000.00 fee is \$600.00
 - Cost between \$300,000.00 to \$500,000.00 fee is \$600.00 plus \$1.25 per \$1,000.00 of cost in excess of \$300,000.00 up to \$500,000.00
 - Cost over \$500,000.00 fee is \$850.00 plus \$0.75 per \$1,000.00 of cost, in excess of \$500,000.00, (a maximum of \$2,000.00)
 - c) Check for review fees.
 - d) All applicable DPEP, BCDH and DEP applications should be submitted with this package. The applications are signed by the appropriate City Official and returned for agency processing.
 - e) Drainage calculations are to be submitted. The calculations are to be signed and sealed by a Florida Registered Engineer.
 - f) If the plans include a pump station, pump station calculations must be submitted.
- 2) Plans will be reviewed in the order received according to "Plans Review Log" and marked in red with all comments. [Final Plan Preparation and Engineering Checklist - See Appendix C (2); Pump Station Checklist - See Appendix C (3)] The City will make every effort to provide comment within thirty (30) days of receipt of the package.

The Engineering Services Department schedules a design meeting with the Developer and his Engineer, if necessary. All comments are discussed and the Engineer is provided with the original marked-up plans from all reviewers to make plan revisions.

Engineer re-submits six (6) sets of revised engineering plans signed and sealed by a Professional Engineer registered in the State of Florida. The plans must include all required revisions from all other applicable governmental agencies (i.e., SFWMD, SBDD, BCDH, BCTED and DPEP). All applicable governmental permits must also be submitted. It is recommended that a list of all required permits is shown on the project drawings' cover sheet. Included on this list should be the following minimum information: name of the permit; issuing agencies; date applied; date issued; permit number; effective date; expiration date; and responsible party for obtaining the permit.

The revised plans are checked for the required revisions.

All comments and approvals are to be valid for six (6) months. After six (6) months, plans will need to be resubmitted and fees paid for new review process.

If all comments have been addressed satisfactorily, the plans are approved for construction by the Engineering Services Department.

If the engineering plans include a sewage pump station, a check for \$18,000 must be submitted to the City for the installation of a telemetry system and for the purchase of an emergency back-up generator.

Prior to the issuance of a building permit for all commercial/industrial development, the following are to be submitted to the Department:

- 1) One set of architectural building plans
- 2) Certified fixture count calculation verifying adequate water meter sizes. (Signed and sealed by a Professional Engineer registered in the State of Florida).
- 3) A certification letter from the engineer of record stating that the proposed meter size is adequate for the development. (Signed and sealed by a Professional Engineer registered in the State of Florida).

VI. PERMIT APPLICATION DESCRIPTIONS

WHICH ONE DO I USE AND WHAT IS IT FOR?

- 1) **Site Work Permit Application** [See Appendix D (1)]
 - a) Clearing and Grubbing
 - b) Excavation of Water Bodies
 - c) Demucking
 - d) Filling
 - e) Other

- 2) **Construction Permit Application** [See Appendix E (4)]
 - a) Paving
 - b) Drainage
 - c) Water Distribution
 - d) Sewer
 - e) Other

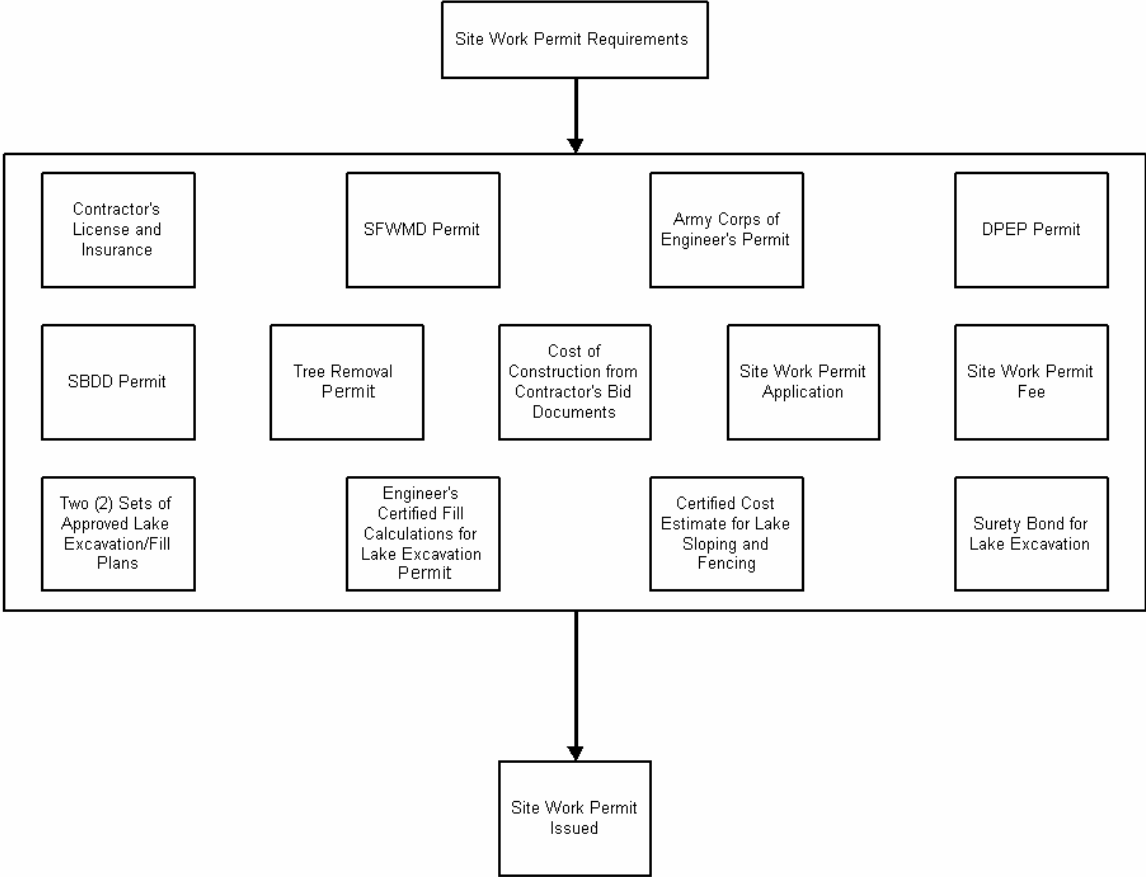
- 3) **Public Utility Rights-of-Way Permit Application** [See Appendix H (1)]
 - a) Florida Power & Light
 - b) Bell South
 - c) Cable T.V.
 - d) Contractor
 - e) Gas
 - f) Other

VII. SITE WORK PERMIT PROCESS

Sections Included:

- 1) Flow Diagram
- 2) Detailed Process Description

SITE WORK PERMIT PROCESS



SITE WORK PERMIT PROCESS

After the perimeter plat has been approved by the Commission, the Developer may apply for a site work permit. The following items must be submitted in order to obtain a site work permit.

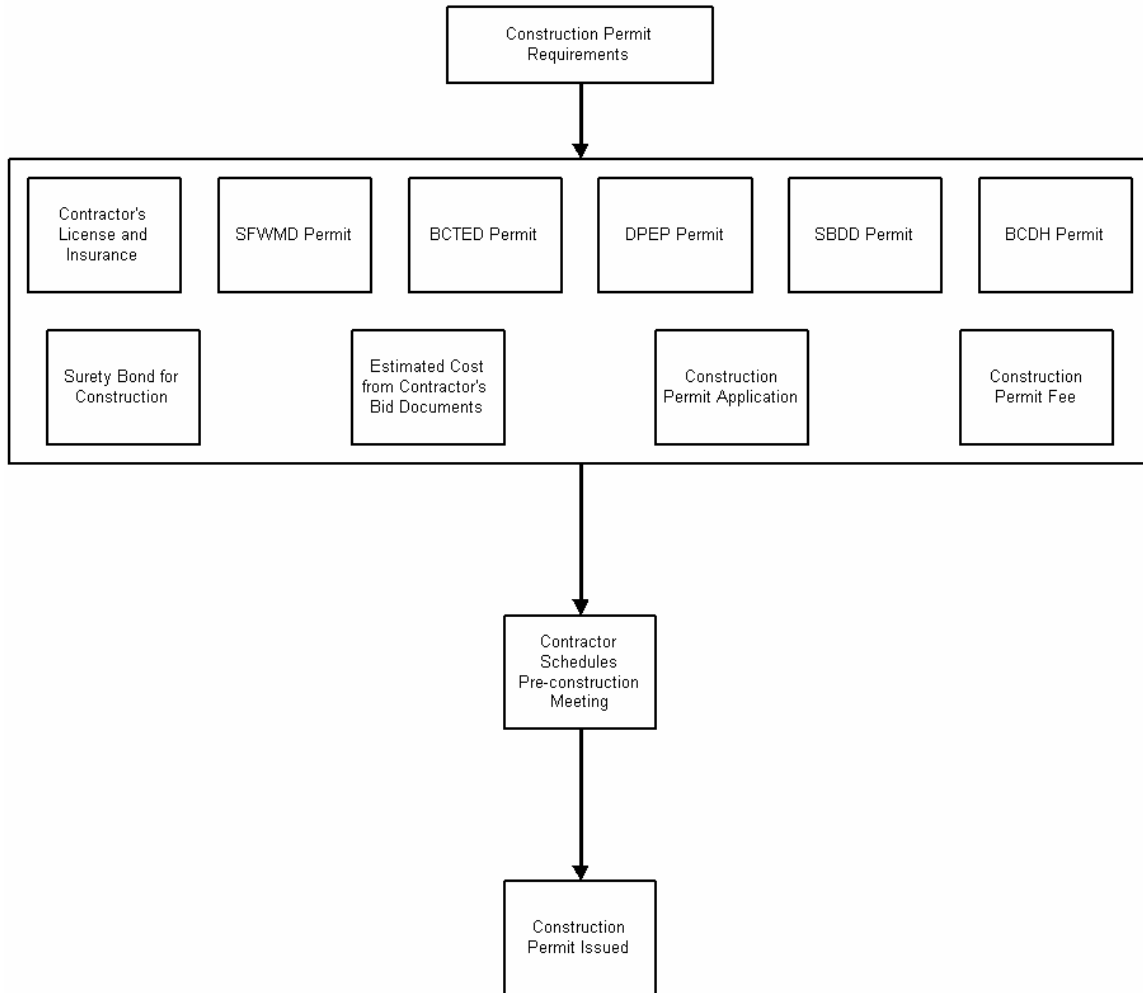
- 1) A copy of the contractor's license and insurance. Insurance form should indicate City as additional insured and also indicate the project name.
- 2) Projected construction cost and quantities from the contractor's bid documents
- 3) SFWMD permit approval for the conceptual drainage system
- 4) SBDD permit for early work
- 5) COE permit approval of wetland/mitigation areas
- 6) DPEP permit approval of wetland/migration areas
- 7) Tree Removal permit issued from the City's Community Development Department
- 8) Lake Excavation permit (if necessary)
 - a) Two (2) sets of Lake Excavation/Fill Plans with typical cross-section across the lake approved by the City's Engineering Services Department
 - b) Engineer certified fill calculations for Lake Excavation permit
 - c) Certified cost estimate for lake sloping and fencing
 - d) Surety Bond for Lake Excavation
- 9) The required permit fee must also be submitted. The permit fee is 3% of the projected cost up to \$300,000 and 1-1/2% of the projected cost over \$300,000 for the clearing, grubbing and demucking items only. The permit fee for the lake excavation and fill items is one penny per cubic yard (\$0.01/cy) of the excavated material up to a maximum of \$5,000.00.
- 10) A 7% surcharge of the permit fee is to be collected on all permits issued.
- 11) A completed site work permit application must also be submitted. [See Appendix D (1)]
- 12) After all items have been received, reviewed and are satisfactory, a site work permit will be issued within three (3) business days.
- 13) If the site remains inactive for a period of one (1) year after the date of permit issuance, the contractor must apply for a new permit.

VIII. CONSTRUCTION PERMIT

Sections Included:

- 1) Flow Diagram
- 2) Detailed Process Description

CONSTRUCTION PERMIT PROCESS



CONSTRUCTION PERMIT PROCESS

After the final engineering plans are approved and before a pre-construction meeting is scheduled, the Contractor must complete the construction permit process. The following items must be submitted in order to obtain a construction permit.

- 1) A copy of the contractor's license and insurance. Insurance form should indicate City as additional insured and also indicate the project name.
- 2) Construction cost from the contractor's bid documents.
- 3) Submit copies of the following regulatory agency permits:
 - a) SFWMD - Drainage
 - b) BCEPD – Sanitary Sewer/Drainage/lake Excavation
 - c) FDEP - NPDES
 - c) SBDD-Drainage
 - d) BCTED - PMS
 - e) BCDH - Water
- 4) A surety bond for construction equal to 125% of the projected cost from contractor's bid documents for all improvements which the City will own and maintain. The City will own and maintain all water distribution facilities up to the water meter, all sewage facilities up to and including the first clean out. Also, the City will own and maintain all improvements located within right-of-way which will subsequently be dedicated to the City. This includes all paving, curbing, sidewalks, drainage, water, sewer and reuse.

For roadway projects for which the Surety Bond is posted with the County, the City requires a Surety Bond, the amount of which is the difference between the required City Bond and the existing County Bond; and a copy of the Surety Bond posted with the County.

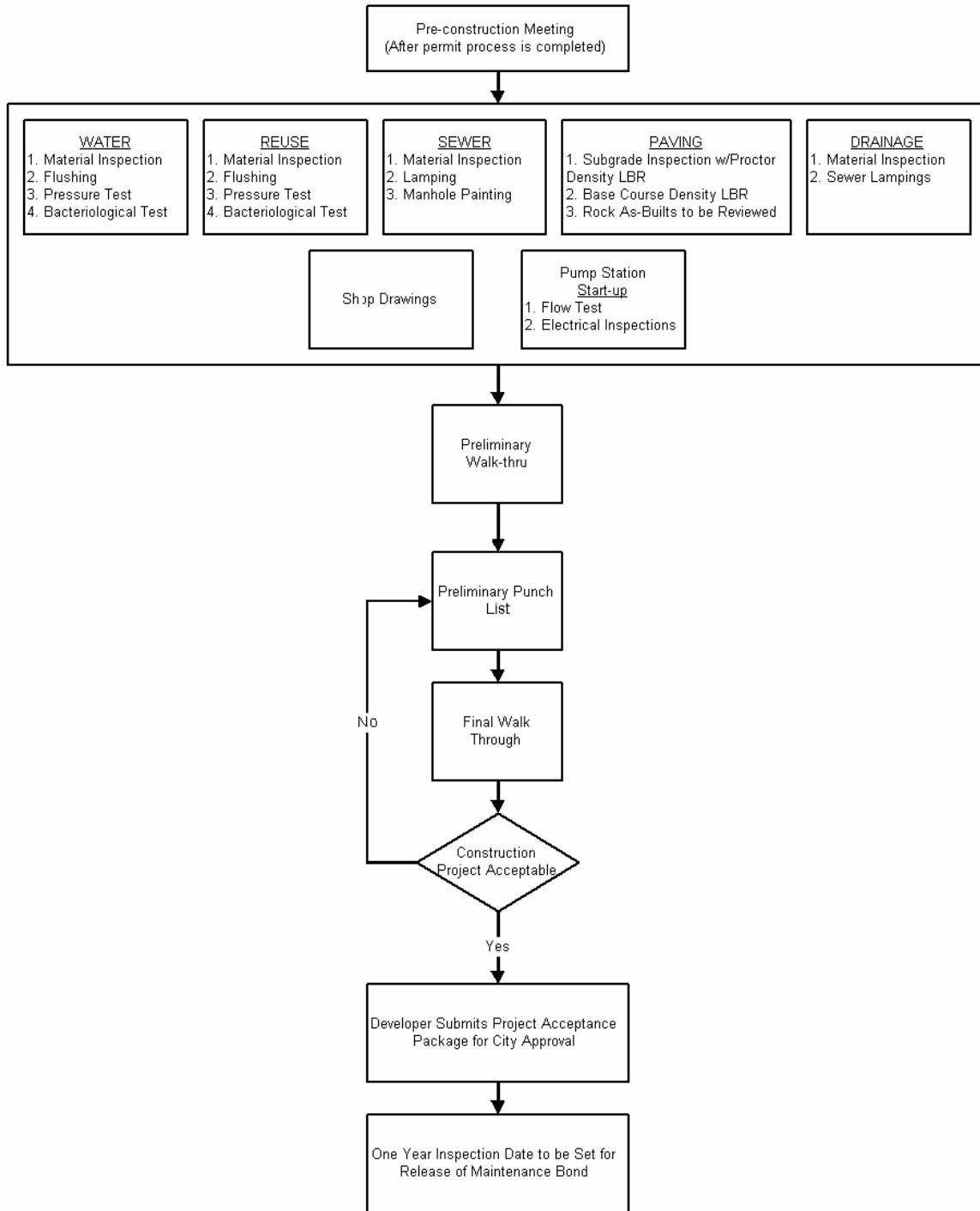
- 5) The construction permit fee must also be submitted. The permit fee is based on the construction cost from the contractors bid documents as follows:
 - 6% of the cost of construction up to \$500,000.00
 - \$30,000 Plus 3% of the cost over \$500,000.00
- 6) A 7% surcharge of the total construction permit fee will be collected.
- 7) A completed construction permit application must also be submitted.
- 8) After all items have been received, reviewed and are satisfactory, a construction permit will be issued within three (3) business days.
- 9) If the site remains inactive for a period of one (1) year after the date of permit issuance, the contractor must apply for a new permit.

IX. CONSTRUCTION PHASE PROCESS

Sections Included:

- 1) Flow Diagram
- 2) Detailed Process Description

CONSTRUCTION PHASE PROCESS



CONSTRUCTION PHASE PROCESS

After the Developer has obtained approved engineering plans and a construction permit from the City, the project is ready to enter the construction phase. The following is a general description/procedure for this phase.

- 1) Prior to the issuance of a construction permit, the developer/engineer/contractor is required to schedule a pre-construction meeting with the City. Attendees to the pre-construction meeting should include representatives from the following: City's Engineering Services Department, Contractor, Engineer of Record, SBDD and BCTED, if necessary. Contractor to submit City's Material Review List for approval. [See Appendix F (1)]
- 2) Scheduling inspections. Representatives for the Engineer of Record and the City must be present; 48 hours notice is required for scheduling inspections; verbal confirmation via telephone (954) 602-3304, followed by a facsimile to (954) 602-3522.

A \$150.00 re-inspection fee will be assessed for failed inspections.

- 3) The following is a list of required inspections:

Water Distribution System:

- 1) material inspection
- 2) flushing
- 3) megalugs
- 4) tie-ins
- 5) pressure test
- 6) chlorination

Sanitary Sewer System:

- 1) material inspection
- 2) sewer lamping, air test, and exfiltration
- 3) manhole paintings
- 4) pump station inspection/startup
- 5) TV of the sanitary sewer system prior to City's acceptance and one (1) year Maintenance Bond release

Drainage System:

- 1) material inspection
- 2) sewer lamping
- 3) probing of catch basin

Paving:

- 1) Sub-grade inspection: by string line and density (all LBR Test) be submitted to the City Engineer's office before inspections.

- 2) Base course inspection and density (All pit reports and proctors must be submitted to the City Engineer's office before inspections.
- 3) Rock as-builts prior to paving.
- 4) Integrity of asphalt before striping.
- 5) Final striping inspection by County and City.

Construction Acceptance:

- 1) After the construction is completed and all required inspections have been completed, a preliminary walk through is scheduled. Inspector MUST have as-built in hand.
- 2) At the preliminary walk through, a punch list of items remaining is generated by the inspector and provided to the Contractor.
- 3) After a preliminary/final walk through is completed, a Final Engineering Inspection Report [See Appendix F (2)] is provided to the Contractor.
- 4) After all punch list items are addressed, a final walk through is scheduled.
- 5) If items still remain, an additional punch list is generated until everything is acceptable.
- 6) Letter is submitted stating that the construction is acceptable.
- 7) Project enters close out phase.
- 8) After City's acceptance, project enters a one (1) year maintenance period.
- 9) A walk through is scheduled at the end of the maintenance period to ensure that no outstanding maintenance problems exist.

Note(s): Normal work hours for land development projects are from 7:00 A.M. to 6:00 P.M. (Per City Code Section 10-114). The contractor may work on Saturday for periods of time not to exceed thirty (30) days with written permission from the City Manager or his authorized designee.

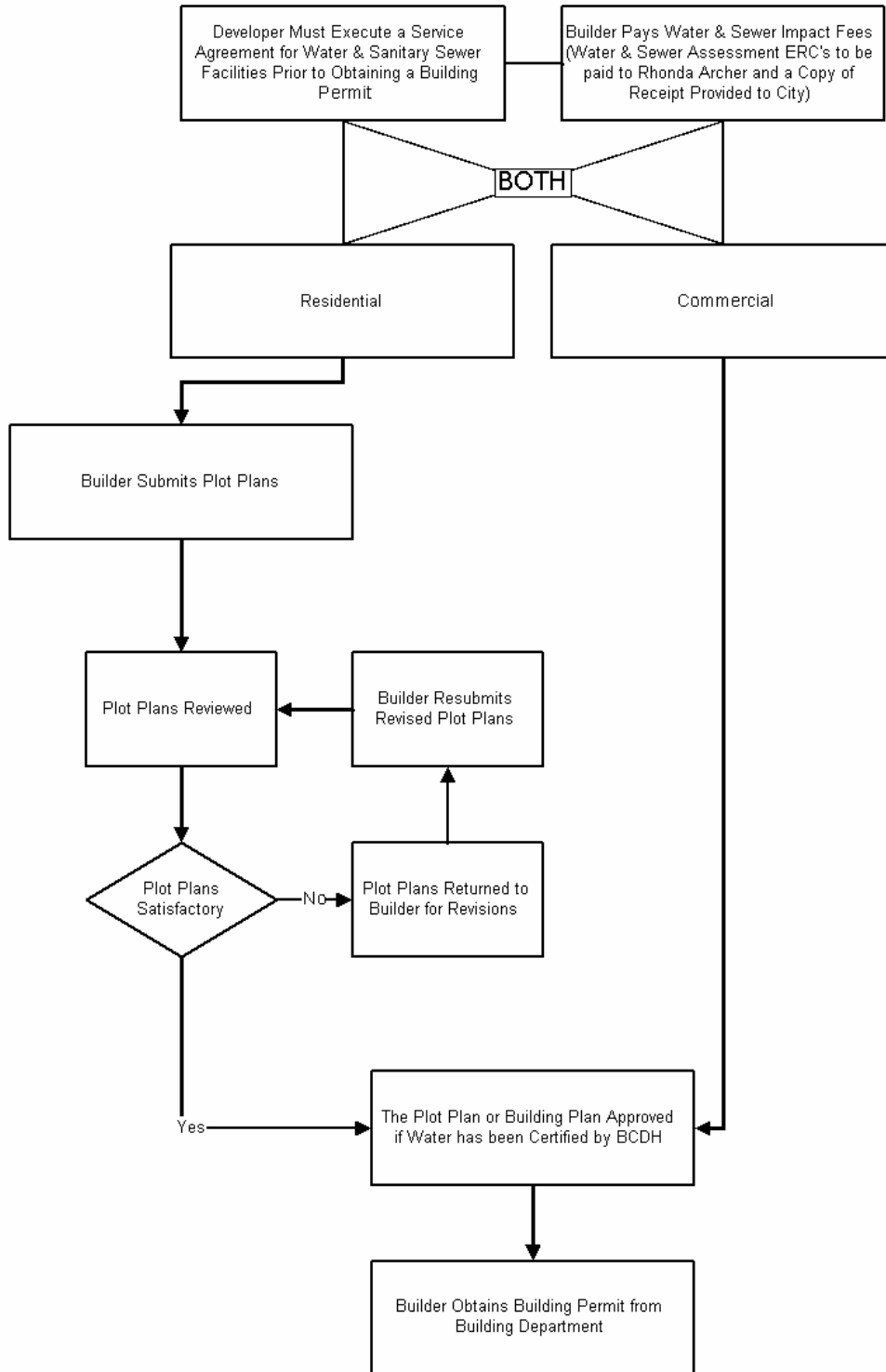
If the City's inspector observes construction operations or materials are not in conformance with approved City Standards, or the approved checklist, the City inspector may halt the nonconforming operations. The developer/engineer/contractor shall make every effort to bring said work within conformance.

X. BUILDING PERMIT

Sections Included:

- 1) Flow Diagram
- 2) Detailed Process Descriptions

BUILDING PERMIT PROCESS



BUILDING PERMIT PROCESS

The following is a description of the Building Permit process for both Residential and Commercial:

- A) The Developer must execute a Service Agreement for Water and Sanitary Sewage Facilities [See Appendix B (1)] prior to obtaining a building permit.
- B) The plot plan or building plan is approved if water has been certified by BCDH. The Developer pays all required Water and Sewer Impact Assessment Fees to Rhonda Archer, City's Special Assessment Program Administrator, who can be reached at (865) 717-0303. Developer must provide a copy of receipt to City. The offsite water and sewer impact fees are to be paid to the City's Engineering Services Department.
- C) The builder proceeds to the Building Division to comply with all other pre-building requirements.
- D) After all pre-building requirements are met, the Building Division issues a building permit.

The following description of the Building Permit process must be included for Residential ONLY:

Builder submits plot plans.

- 1) After all right-of-way improvements have been completed, the home builder may submit plot plans and impact fee forms for approval by the Engineering Services Division.
- 2) Plot plans are to be submitted on an 11" x 17" sheet to scale of 1" = 20' and should contain the following information:
 - a) All property corners and lot lines
 - b) The proposed building location with setback dimensions
 - c) All adjacent roadways
 - d) All easements
 - e) The water meter locations
 - f) The clean out locations
 - g) All manholes and catch basin structures with type specified and drainage swales
 - h) A legal description
 - i) Plot plans must be signed and sealed by a Professional Land Surveyor registered in the State of Florida.

- j) The plot plan must be labeled "Plot Plan".
 - k) The following elevations must be provided:
 - 1) Proposed finished floor elevations
 - 2) Proposed grades at all property corners and building corners
 - 3) If lake front lot, split lot grades
- 3) Plot plans are reviewed by the City's Engineering staff.

Fence Installation

Pursuant to Section 809.7.5 of the City's Land Development Code, installation of a fence in any utility easement platted after January 1, 1996, requires a License to Encroach into Easement. [See Appendix G (11)]

Documents required for the execution of the Agreement include:

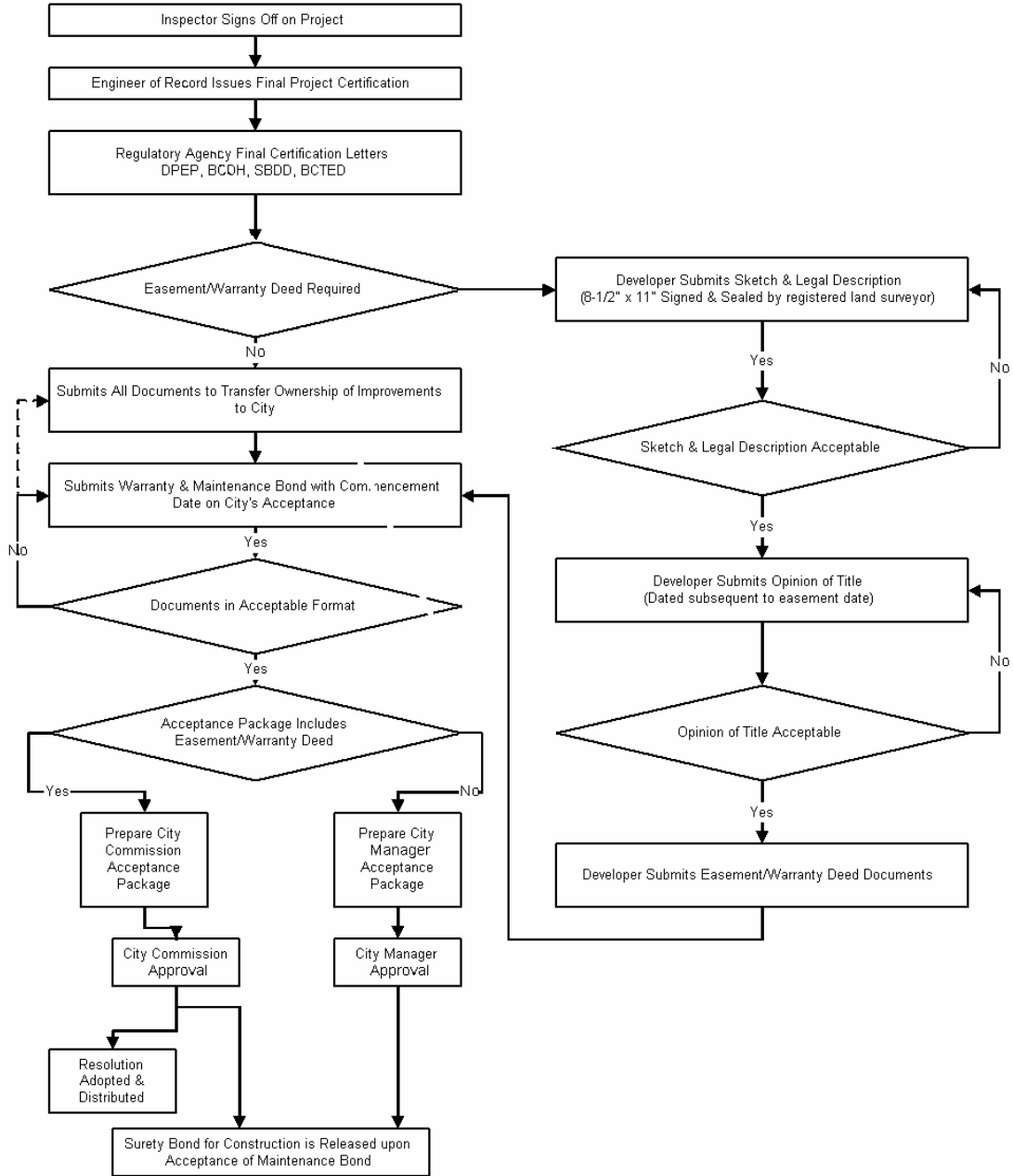
- 1) Executed Original Agreement by the Applicant
- 2) Consent letters from all the utility companies including: Florida Power & Light, BellSouth, City Gas, Comcast and Telemedia Cable Company
- 3) Survey of the property (8-1/2" x 11") indicating the locations of the encroachment
- 4) Provide folio number of the property and the building permit application number

XI. PUBLIC INFRASTRUCTURE ACCEPTANCE PROCESS

Sections Included:

- 1) Flow Diagram
- 2) Detailed Process Description
- 3) As-Built Requirements

PUBLIC INFRASTRUCTURE ACCEPTANCE PROCESS



PUBLIC UTILITY INFRASTRUCTURE ACCEPTANCE PROCESS

The process for getting the public utility infrastructure accepted by the Commission is as follows:

- 1) The developer schedules a meeting with the City to discuss a schedule of acceptance of public utility infrastructure and review the process for acceptance.
- 2) Engineering Inspector signs off on the project that all required utility testing and inspections have been performed and have passed. The Developer must submit a videotape of the sanitary sewer system and obtain approval before utility acceptance.
- 3) Engineer of Record issues a final project certification letter.
- 4) The appropriate regulatory agencies have signed off on the project utilities (i.e., DPEP, BCDH, SBDD, BCTED, etc.)
- 5) The Engineering Services Department reviews the project to determine if any easement/warranty is to be dedicated to the City. If for a pump station parcel, a warranty deed is required.
 - If Easements are required, Sketch and Legal Descriptions in 8-1/2" x 11" format (Easement/Document), must be supplied to the City for review along with an Opinion of Title [See Appendix G (10)]
 - The Sketch and Legal is drawn in AutoCAD Release 14 or higher, plotted to the scale the engineering drawings are in and overlaid to confirm the utilities being provided to the City are within the easements. The Legal Description is also placed in the City's base map to confirm it is in the State Plane Coordinates NAD83.
 - The Opinion of Title is reviewed and if necessary, sent to the City Attorney for review.
 - The Developer and/or Engineer of Record fill out the required documents on the City's standard legal forms, which are as follows:
 - Absolute Bill of Sale [See Appendix G (6)]
 - Warranty [See Appendix G (5)] (The date to be the date of City's acceptance – to be filled out by the City Clerk's office)
 - No Lien Affidavit [See Appendix G (8)]
 - Certified Actual Cost of construction for the improvements to be accepted [See Appendix G (4)]
 - As-Builts (Mylar, (2) 24" x 36", reduced, and AutoCAD Release 14 or higher)
 - The following items must be supplied by the Contractor
 - Waiver and Release of Lien [See Appendix G (7)]
 - Instruction Manuals for all equipment
 - Developer shall supply a Maintenance Bond for Improvements.[See Appendix G (9)]
The Maintenance Bond amount is 25% of the Certified Actual Cost of construction.
- 6) The above items are reviewed and checked for accuracy and completeness. Any errors or omissions are put in writing and returned to the Developer for revisions and then must be resubmitted.

- 7) Once Developer has accumulated all required documentation for the acceptance, a meeting must be scheduled with the Engineering Services Department for review and acceptance.
- 8) Once documents are completed and in acceptable format, the item is scheduled for the next available Commission meeting, if necessary. Otherwise, the Engineering Services Department submits the package to the City Manager for acceptance. Therefore, it is imperative that the applicant finalizes their documents a minimum of four (4) weeks prior to the Commission agenda dates which are on the first and third Wednesday of the month.
- 9) If the item is denied, the Developer is notified that the utilities are designated as private.
- 10) If the item is approved with certain changes, these changes are incorporated and the Absolute Bill of Sale and/or easement document is then recorded in the Public Records of Broward County.
- 11) If the item is approved, the infrastructure and/or easement document is then recorded in the Public Records of Broward County and the City assumes responsibility of the infrastructure after successful completion of the one (1) year maintenance period by the Developer.
- 12) The resolution is then distributed to all appropriate parties.
- 13) The Surety Bond for construction is released upon acceptance of the Maintenance Bond.
- 14) After the 11th month, and before the end of the one (1) year maintenance period, the Developer must schedule a final walk-thru of the project with the Engineering Inspector and provide a videotape of the sanitary sewer system. If all items are found satisfactory, the Maintenance Bond will be released after the one (1) year time period.

AS-BUILT REQUIREMENTS

WATER:

- 1) All sheets must be the same format as approved engineering plans.
- 2) All fittings, valves, blow-offs and fire hydrants, must be shown with 1929 NGVD elevations and must be tied down to two fixed points such as building corner, utility pole, street intersection, etc.
- 3) Top of pipe elevations must be shown every fifty (50') feet.
- 4) All crossings must be shown with a separate detail with 1929 NGVD elevations.
- 5) All street names must be shown on as-built plans.

SEWER:

- 1) All sheets must be in the same format as approved engineering plans including all profiles.
- 2) All fittings and valves must be shown with elevations and must be tied down to two fixed points such as building corner, utility pole, street intersection, etc.
- 3) All crossings must be shown with separation details with 1929 NGVD elevations on both plan and profile sheets.
- 4) All street names must be shown on as-built plans.
- 5) All inverts and rim elevations must be shown.
- 6) All slope percentages must be shown on profiles.
- 7) All laterals must be shown with elevation provided at the terminal end for service connection.
- 8) Pump station as-builts must include station diameter, elevation of top slab (finished floor), bottom slab, and pipe invert(s), electrical schematic, pump manufacturer, pump model and impeller number, pump curve, power information, and riser and discharge pipe information.

DRAINAGE:

- 1) As-builts for drainage to include, top of endwall cap elevation, pipe size lengths and type of material; top of bank at outfalls, status of any plugs, centerline of pipes in easements and invert elevations of utilities in conflict boxes. As-built elevations shall include the rim elevation, bottom of structure, bottom of pollution retardant baffles (PRB), and all pipe inverts.
- 2) Prior to final inspection, the Developer must submit copies of rock as-builts and drainage as-builts to the City. Copies of final certified as-builts to be submitted after approved final inspection.

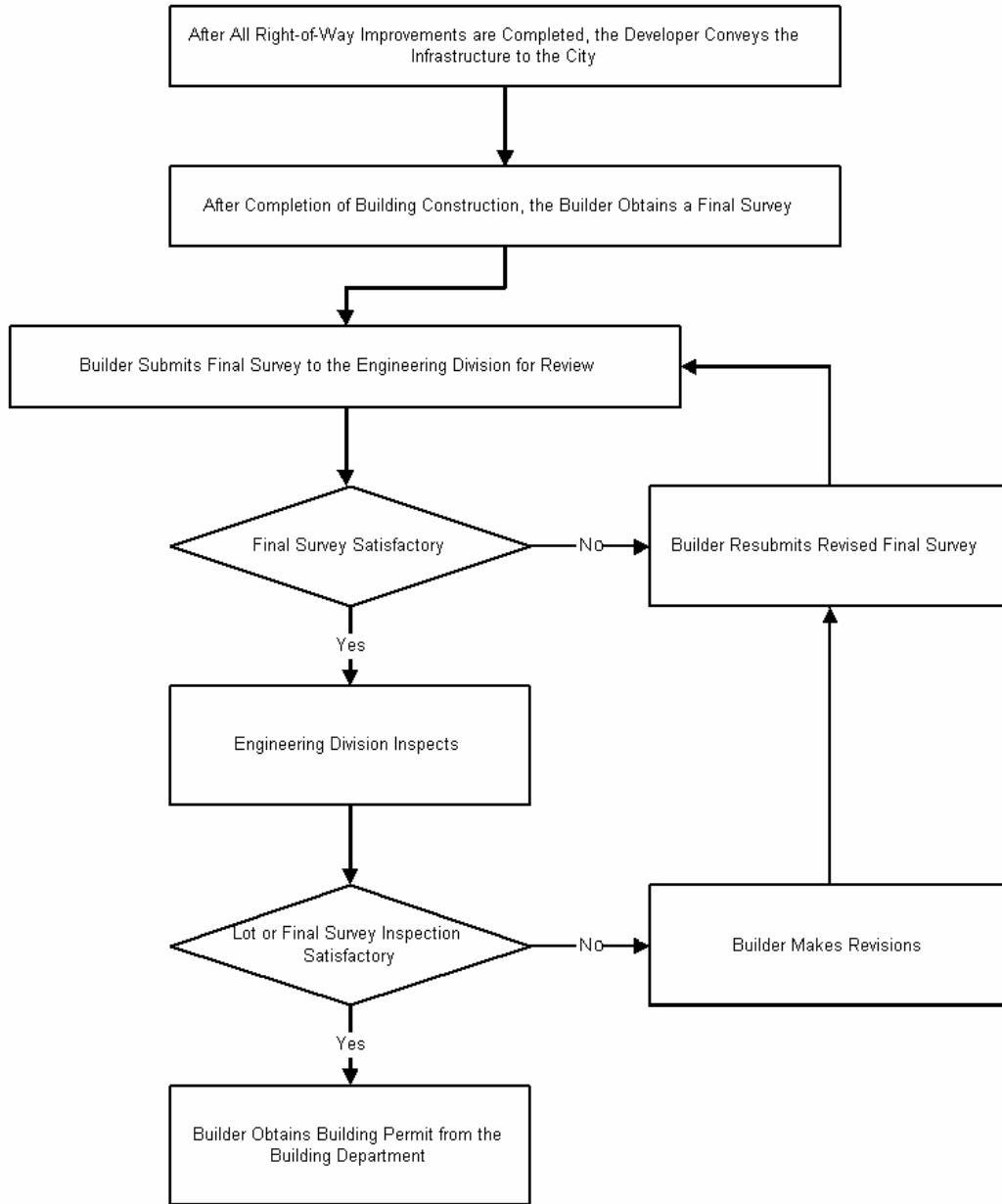
- 3) Four (4) bolts to be installed in all PRB's with the neoprene gasket. There should be a distance of 24" between the bottom of the baffle and the bottom of the structure. 18" needs to be maintained between the bottom of the lowest invert and the bottom of the structure.
- 4) Two (2) sets of 11" x 17" as-builts need to be sent to the City.

XII. CERTIFICATE OF OCCUPANCY

Sections Included:

- 1) Flow Diagram
- 2) Detailed Process Description

CERTIFICATE OF OCCUPANCY PROCESS



CERTIFICATE OF OCCUPANCY PROCESS

The following is a description of the Certificate of Occupancy process:

- 1) After all right-of-way improvements have been completed and certified, the developer conveys all infrastructure built (only water and sewer, if paving and drainage is private) to the City.
- 2) After building and lot construction is completed, the builder obtains a final survey. The final survey contains the same information as the plot plan and is submitted on an 11" X 17" sheet to scale of 1" = 20'. The final survey must be signed and sealed by a Professional Land Surveyor registered in the State of Florida. The final survey must be labeled "Final Survey" and a copy of the approved plot plan must be attached.
- 3) Final surveys must contain the following information:
 - a) All property corners and lot lines must be shown
 - b) The actual building location must be shown
 - c) All adjacent roadways must be shown
 - d) All easements must be shown
 - e) The water meter must be shown
 - f) The sanitary clean out must be shown
 - g) All manholes and catch basin structures must be shown
 - h) A legal description must be provided
 - i) Final surveys must be signed and sealed by a Professional Land Surveyor registered in the State of Florida
 - j) The final survey must be labeled "Final Survey"
 - k) The following elevations must be provided:
 - finished floor elevation
 - grades at all property corners
 - if lake front lot, (See Pages 35 – 36. Building Permit Process)
- 4) The final survey is reviewed by the Engineering Services Department. If acceptable, a lot inspection is scheduled.
- 5) The following items are checked in the lot inspection:
 - water meter in proper location and at proper grade
 - clean out in proper location and at proper grade
 - sidewalk is free of cracks and is at the right elevation
 - lot has been sodded
 - lot appears to be graded in accordance with the final survey
- 6) If the lot inspection is acceptable, the Engineering Services Department advises the Building Division of the Engineering Services Department's approval of CO issuance.
- 7) If lot inspection is not acceptable, a red tag will be placed on building for re-inspection. A re-inspection fee will be required in accordance with City Code Section 22.26.2 (6).
- 8) After complying with all Building Division requirements, the Building Division issues a CO.

XIII. POST CONSTRUCTION AUDIT FOR EQUIVALENT RESIDENTIAL CONNECTION (ERC)

Sections Included:

- 1) Detailed Process Description

POST CONSTRUCTION AUDIT FOR ERC

The process for adjusting ERCs following construction is as follows:

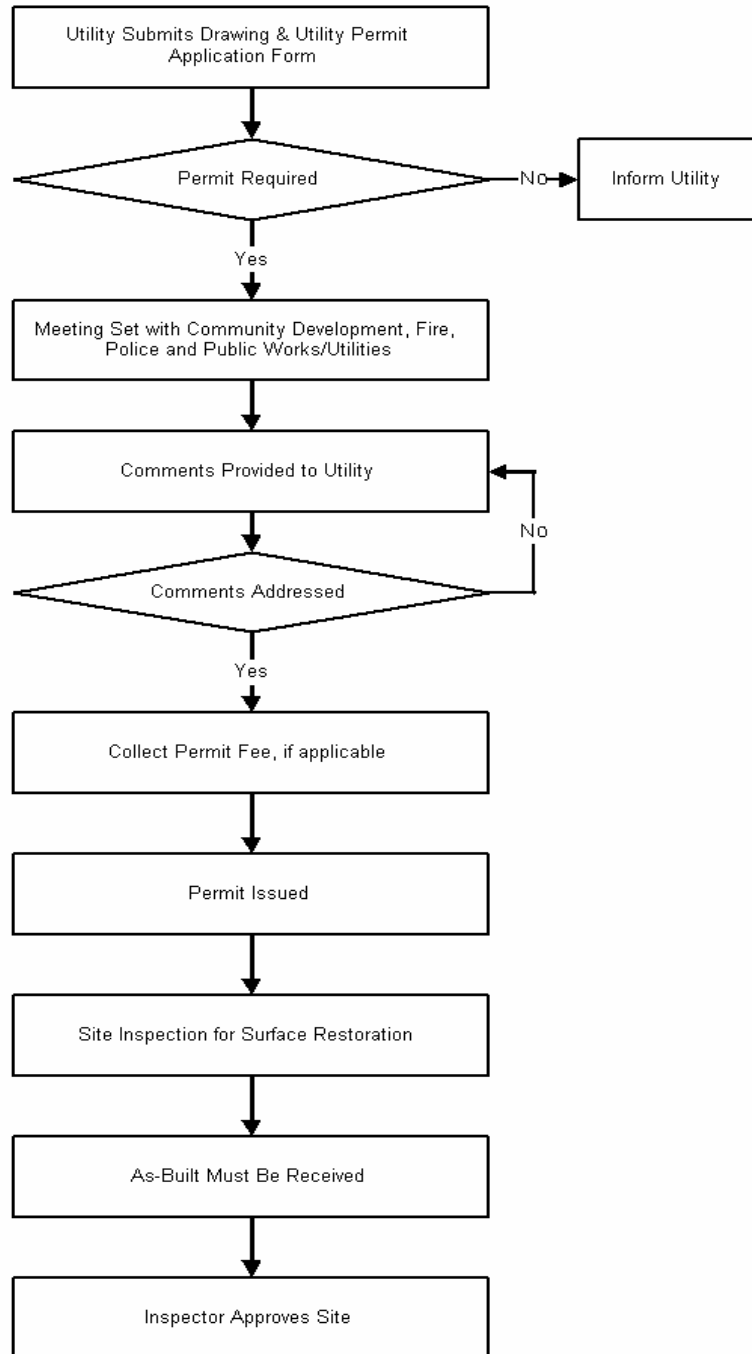
- 1) The Assistant City Manager of Operations identifies specific commercial use category project to evaluate actual ERC use within 48 months following issuance of the CO.
- 2) The Utility Staff will request water use data from the Developer for 12 months, immediately following the issuance of CO.
- 3) The staff will use the following equations to establish the actual number of water ERC's in use:
$$\text{Number of water ERCs} = \frac{\text{Average daily flow} \times \text{System peaking factor} \times \text{Unaccounted for system water factor}}{325}$$
- 4) If actual use ERC is more than the ERC determined under Section 2 d(i), (ii), (iii) of the City Code Section 21-195 (g), the Developer pays for the additional ERC within 30 days of receiving notification. If it is less, then the Developer can apply the difference to a future change in use or expansion of the project.
- 5) The staff will notify the Developer of the decision promptly by Certified Mail, Return Receipt Requested.

XIV. PERMITTING PROCEDURES FOR ALL UTILITY WORK WITHIN CITY RIGHTS-OF-WAY (PUBLIC OR PRIVATE) OR UTILITY EASEMENTS

Sections Included:

- 1) Flow Diagram
- 2) Detailed Process Description

PERMITTING PROCEDURES FOR ALL UTILITY WORK WITHIN CITY RIGHTS-OF-WAY (PUBLIC OR PRIVATE) OR UTILITY EASEMENTS



**PERMITTING PROCEDURES FOR ALL UTILITY WORK WITHIN CITY
RIGHTS-OF-WAY (PUBLIC OR PRIVATE) OR UTILITY EASEMENTS**

In accordance with the City of Miramar Code of Ordinances, this Administrative Policy establishes the permitting procedures for all utility work within the City of Miramar's ("City") rights-of-way, public or private, or utility easements. This Administrative Policy clarifies steps necessary for all parties that apply for a permit from the City for any and all work performed in the rights-of-way.

Section 1. Soil Boring & Locating Utilities (Soft Dig) Permits

When soil boring and locating utilities, the following requirements apply:

- a) Complete a "Utility Rights-of-Way Use Permit" application by the company performing the work.
- b) If a utility owner is proposing to perform a directional bore shallower than fifteen (15) feet deep, all existing utilities must be located using appropriate non-destructive locating methods (such as soft dig) and the "Utility Rights-of-Way Use Permit" shall indicate where such exploratory work will be required.
- c) Submit a sketch indicating where locations of soil boring or locating utilities will be performed.
- d) Provide a copy of contractor's / company's Liability Insurance Certificate (City of Miramar to be additionally insured) and company license to perform the work.
- e) Schedule an appointment with one of the City's Civil Engineer's to review the application (call 954-602-3304).
- f) If the application is complete, the permit will be issued at the review meeting.
- g) Call Sunshine State One Call of Florida, Inc., at 1-800-432-4770, forty-eight (48) hours prior to the dig.

Section 2. Utility Permits

When doing directional boring in rights-of-way or utility easements, the following requirements apply:

- a) The applicant's contractor shall submit a completed "Utility Rights-of-Way Use Permit" application along with copies of license and Liability Insurance Certificate (City of Miramar to be additionally insured) and drawing indicating the locations and extent of the work to be performed.
- b) The drawing needs to be no smaller than 11" x 17" in size. All existing utilities must be indicated on the drawing. Provide profile of all directional borings, with the locations of existing utilities marked in the profile also.
- c) The depth of bore shall be fifteen (15') feet or greater. Provide a 4' x 4' x 3' trench at each end of the directional bore. If the applicant chooses to bore shallower than fifteen (15') feet deep, the actual location (horizontal and vertical) of all the existing City utilities and drainage pipes shall be determined and noted on the drawings. The applicant will be required to submit copies of field reports from the utility locating companies verifying the actual location of pipes.

- d) Upon the City's request, the applicant shall schedule an appointment with one of the City's Civil Engineers to review the application (call 954-602-3304).
- e) If the application is complete, upon the City's request, the applicant and the applicant's contractor will be required to attend a pre-construction meeting at the City' Engineering Services Department. This meeting will be scheduled at a time that will allow attendance to include representatives from other Departments within the City (such as Public Works, Utilities, etc). The permit will be issued at the pre-construction meeting.
- f) If the proposed construction requires maintenances of traffic (MOT), the applicant is required to submit an MOT plan to the City's Traffic Engineer for approval prior to starting work in the City's right-of-way.
- g) Utility companies will be required to directional bore under paved City streets. Open cuts on paved streets within City right-of-way may only be considered on a case-by-case basis.

Section 3. Trenching in Public Utility Easements

When trenching in public utility easements, the following requirements apply:

- a) The applicant's contractor shall submit completed "Utility Rights-of-Way Use Permit" application along with copies of license and Liability Insurance Certificate (City of Miramar to be additionally insured) and drawing indicating the locations and extent of the work to be performed.
- b) The drawing needs to be no smaller than 11" x 17" in size. All existing City Utilities must be indicated on the drawing.
- c) There shall be a minimum of three (3') feet horizontal and eighteen (18") inches vertical clearance between City water/sewer/drainage pipes and proposed utility lines.
- d) Schedule an appointment with one of the City's Civil Engineers to review the application (call 954-602-3304).

City of Miramar Notes for All Utility Permits:

- a) The City of Miramar assumes no responsibility or any liability for the locations and elevations of existing utilities as shown on the drawings. The City does not guarantee the completeness of the existing utilities, as shown. It is the contractor's and utility company's responsibility to locate all the existing utilities in the vicinity of the work area.
- b) All City utilities must be located by Soft Dig methods before starting the work.
- c) Call Sunshine, 1-800-432-4770, 48 hours before you dig.
- d) Always maintain 18" vertical clearance between utilities and the new lines.
- e) Always maintain 36" horizontal clearance between utilities and new lines.
- f) Contact Whittingham Gordon, City's Construction Superintendent, at 954-602-3321, 48 hours prior to starting work.
- g) Poles and handholes to be set back a minimum of 4' from curb.
- h) Restore all sod, trees, landscape, sprinklers and sidewalk to original condition at job completion.
- i) Notify the City upon completion of the job.
- j) A minimum depth requirement for directional bore is 15'.
- k) 4'x4' deep trench at each end of directional bore.

APPENDICES

APPENDIX A

- (1) Master Utility Construction Agreement (13 pages)** (pages 52-64)

MASTER UTILITY CONSTRUCTION AGREEMENT

This Master Utility Construction Agreement ("Agreement") is made and entered into this _____ day of _____, 20__ by and between the City of Miramar, a municipal corporation duly organized and validly existing under the laws of the State of Florida ("City");

and

Hereafter referred to as "Developer".

WITNESSETH

WHEREAS, Developer has requested the City to execute a Boundary Plat (as defined herein) with Broward County; and

WHEREAS, the installation of utilities, dedicating easements and rights-of-way, and construction of the Utility Improvements (as set forth herein) are components of the City Master Plan; and

WHEREAS, Developer hereby agrees to comply with all requirements of the City's Water/Wastewater Assessment Program (as set forth in Resolutions 93-150, 93-161, 95-38, 95-39, 95-54, 95-55, 96-5 and as may otherwise be set forth in any other City Resolutions or Ordinances) and the Master Plan; and

WHEREAS, Developer understands that under the City of Miramar Land Development Code, the Developer will be required to record a full subdivision plat for single family residential units or will need to obtain site plan approval for multi-family and non-residential sites in addition to the boundary plat; and

WHEREAS, the parties agree that in order to assure compliance with Section 21-204 of the City Code and applicable Sections of the City Land Development Code, there shall be no reservation of water or sewer capacity or other service unless all conditions precedent to such reservation, including, but not limited to, entry into a Service Agreement acceptable to the City are met with respect to that particular Parcel; and

WHEREAS, the City and Developer agree that they will enter into a Service Agreement as defined by Section 21-204. The Service Agreement shall be fully executed prior to recording of a final subdivision plat (or replat) or issuance of a building permit if no platting is required or if the plat has already been recorded; and

WHEREAS, the City Commission has determined that it is in the City's best interest to enter into this Agreement as an interim agreement for development of the Utility improvements necessary to serve the Property; and

WHEREAS, Developer represents that it is the owner of the Property with full authority to execute this Agreement and bind the Property and all future owners thereof.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the City and Developer mutually undertake, promise and agree for themselves, their successors and assigns as follows:

ARTICLE I

INCORPORATION INTO AGREEMENT

SECTION 1.01. The foregoing "WHEREAS" clauses are hereby ratified and conformed as being true and correct and are hereby made a specific part of this Agreement.

ARTICLE II

DEDICATIONS AND CONSTRUCTION

SECTION 2.01. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Agreement" means this Master Utility Construction Agreement.

"Boundary Plat" means the _____ Plat and does not mean any other replat or a final subdivision plat.

"City" means the City of Miramar, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

"City Manager" means the chief executive officer of the City or such chief executive officer's designee.

"Construction Contracts" means all contracts entered into by Developer for the design, construction and inspection of the Utility improvements.

"Contractors" means the firms entering into construction Contracts with Developer.

"Developer" means _____ and each and every successor-in-title to the property, or any portion thereof.

"Department" means the City's Department of Engineering Services.

"Director" means the Director of Engineering Services or his other authorized representative of the City.

"Onsite Private Facilities" means all water and sewer facilities not conveyed to the City and which are not located within dedicated rights-of-way or City owned easement areas, including but not limited to all plumbing facilities located on private property, not including those fixtures or facilities installed or to be installed within any building. Ownership by the City shall terminate at the outlet side of each water meter or at the property or easement line for sewage facilities.

"Offsite Transmission Facilities" means that portion of the water and sewer facilities not located on the East or West Water Treatment Plant and/or the Wastewater Reclamation Facility. Offsite facilities include, but are not limited to, water lines, sewer lines reuse lines, master lift stations, lift stations, water storage tanks, reuse storage tanks, repump facilities etc. Without limitation, all property rights, easements, rights-of-way, franchises and equipment relating thereto and deemed necessary or convenient for the acquisition, construction, renovation, reconstruction or operation thereof, with such changes, deletions, additions or modifications to the enumerated improvements, equipment and facilities, or such other improvements, equipment or facilities as may hereafter be approved by the City in accordance with this Agreement.

"Parcel" shall mean any final subdivision plat within the Property or any portion of the Property sought to be developed through the approval of a final subdivision plat or site plan.

"Plans and Specifications" means the plans, specifications and any other technical data necessary for the construction of the Utility Improvements for the Property. The Plans and Specifications shall be prepared and certified by a Florida registered professional engineer.

"Property" means the _____ property (as described on Exhibit "A").

"Utility Improvements" means that portion of the necessary storm sewer, water sanitary sewer, and/or reuse facilities necessary to serve the Property, including but not limited to, any and all storm sewer pipes, catch basins, water mains, valves, fitting, fire hydrants, fire lines, service connections, service lines, shutoffs, meter boxes, sewage pumping stations, force mains, gravity sewer mains, laterals, manholes, wastewater reuse lines, services and all appurtenances and easements thereto necessary for complete water, sanitary sewer, and/or reuse system.

SECTION 2.02. CONSTRUCTION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein", "hereunder", "hereby", "hereto", thereof," and any similar terms, shall refer to this Agreement; the term heretofore" shall mean before the date this Agreement is executed; and the term "hereafter" shall mean after the date this Agreement is executed.

SECTION 2.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

ARTICLE III

CONSTRUCTION OF UTILITY IMPROVEMENTS

SECTION 3.01. DEVELOPER'S OBLIGATIONS.

(A) Design: The Developer, at its sole cost and expense, with the aid of a Florida registered professional engineer, shall be responsible for designing and preparing the Plans and Specifications for the Utility Improvements. All plans, specifications, and calculations submitted for review shall be sealed and signed by a Florida registered professional engineer. The Plans and Specifications shall be approved in writing by the Department and by any other governmental entity whose approval is required. No work shall commence until the Plans and Specifications are approved in writing by the Department and a construction permit is issued.

(B) Construction and Installation: The Developer, at its sole cost and expense, shall construct and install the Utility Improvements (with the exception of all Utility Improvements which the City is obligated to construct pursuant to any other agreement, contract or assessment program) in accordance with the approved Plans and Specifications for each Parcel of the Property.

(C) On-Site Private Facilities: As part of its construction obligation, the Developer, at its sole cost and expense, shall design, construct and install all On-Site Private Facilities for each lot or Parcel prior to the issuance of any Certificate of Occupancy within that lot or Parcel. The On-Site Private Facilities shall be owned, operated, repaired and maintained by the Developer, its successors and/or assigns in good order and condition in accordance with applicable City regulations. As part of the On-Site Private Facilities, Developer shall install clean-out on consumer sewage service at the property line or easement line in accordance with current Utility Standard Details. The City shall not be liable for any defects or repairs to the On-Site Private Facilities.

(D) Inspection: The developer, at its sole cost and expense, shall retain the services of a Florida registered professional engineer for the purposes of inspecting and supervising the construction and installation of the Utility Improvements to insure compliance with accepted civil engineering practices and approved Plans and Specifications. Prior to conveying the Utility Improvements to the City, the engineer shall certify in writing that the construction and installation of the such facilities comply with accepted civil engineering practices and are in substantial conformance with approved Plans and Specifications. The City shall have the right, but not the obligation, to make inspections of all the construction work performed by or for the Developer and permitted by the City under the terms of this Agreement, including both Onsite Private Facilities and Utility Improvements regardless of whether or not the facilities will be subsequently owned by the City. Such inspections shall not be construed to constitute any guarantee on the part of the City as to materials or workmanship, nor shall they relieve the Developer of the responsibility for the proper construction of said facilities in accordance with the requirements of the approved Plans and Specifications nor shall any inspections, if undertaken, abrogate any warranties made by the Developer as to the quality and condition of the materials and workmanship.

(E) Compliance with Applicable Laws: The work to be performed by Developer pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies which have jurisdiction over the subject matter of this Agreement as well as all applicable Federal

laws, State statutes and County and City ordinances. The requirements of this paragraph shall govern, regardless of any errors or omissions in the approved Plans and Specifications.

(F) Approvals and Permits: The Developer or its agents, at its sole cost and expense, shall be fully responsible for obtaining all required approvals from all governmental agencies and for obtaining all necessary construction permits for the Utility Improvements contemplated in the approved Plans and Specifications.

(G) Accuracy of Information: The Developer shall furnish to the City accurate information with regard to all matters under this Agreement. The Developer shall be responsible for errors or changes in the information furnished to the City under this Agreement.

(H) Compliance with City Code: Developer agrees that it shall be bound by the requirements of Section 21-204 of the City Code with respect to the execution of Service Agreements for water and or sewer facilities, as more fully described in subparagraph (I) below and all other provisions, ordinances, resolutions and regulations related to the City's water and wastewater system. The Service Agreements for one or more Parcels shall each address those items set in Section 21-204, as more fully described in the City Code, which includes, without limitation, the installation of utilities, standards of construction or specifications, and warranties and bonding requirements and such Service Agreement shall be a prerequisite to the recording of any final subdivision plat of any Parcel within the Property or issuance of any building permit if no platting is required or if the boundary plat has already been recorded within the particular Parcel (whichever approval is sought first).

(I) Service Agreements and Developer's Phasing Plan: Developer agrees that the Service Agreement (described above) shall be in a form acceptable to City and shall be applicable to any Parcel of the Property and shall be executed in accordance with Section 21.204 prior to recording of any final subdivision plat, or the issuance of a building permit if no platting is required or the plat has already been recorded. In addition to the requirements set forth in Subsection H. above, the Service Agreement shall: (1) require Developer and City to agree upon the number of equivalent residential connections needed to furnish water and sewer capacity to the particular Parcel; (2) Provide for payment of necessary water and sewer impact and connection fees and participation in the City's Water/Wastewater Assessment Program and payment of all other applicable fees; (3) require the phasing of the installation of Utility Improvements for the entire Parcel upon which building is to be commenced for each particular parcel. Furthermore, Developer shall deliver to the Department, a phasing plan, which (a) indicates the anticipated order of development for the Property, though the Developer reserves the right, upon reasonable prior notice to the City, to modify its phasing plan and order of development at a subsequent time by submission to the Department for approval of a revised phasing plan consistent with all plat and site plan approvals and other applicable code requirement; and (b) describes with particularity the Parcels to be developed and the nature of development on each Parcel; (4) require compliance with all other applicable City code provisions, ordinances, resolutions, regulations and obligations assumed by the Developer in any agreements with the City and related to water/wastewater service; (5) be in a form acceptable to the City; (6) be approved by the City Commission; and (7) be recorded in the public records and bind the particular Parcel or Plat and all of its owners, successors and assigns.

SECTION 3.02. CONSTRUCTION OF UTILITY IMPROVEMENTS. Licensed and insured contractors shall be used for all work to be performed on the construction of Utility Improvements. Developer shall verify and correct any field conflict.

SECTION 3.03. SURETY BONDS OR OTHER SECURITY. Developer shall post a Surety Bond ("Bond") or Letter of Credit ("LC") in the amount of 125% of the Engineer's estimated construction cost of the work as shown on the approved Plans and Specifications as a guarantee that the work will be completed in accordance with the approved Plans and Specifications. The Bond or LC shall be posted with a surety company or bank acceptable to the City and which is authorized to write Bonds or LC of such character and amount under the laws of the State of Florida. The attorney-in-fact or other officer who signs a Bond or LC must file with such bond a certified copy of his power-of-attorney authorizing him to do so. A bond must be countersigned by the surety's Florida agent. In all such bonds, the City shall be named as "Obligee". A surety company must have a Best's Key Rating Guide General Policyholder's Rating of "A" or better and a Financial Category of Class "V" or better to be acceptable to the City.

SECTION 3.04. INSURANCE. Developer shall enter into Construction Contracts that require each Contractor to provide insurance coverage in accordance with the following requirements:

(A) General liability insurance shall be provided on an "occurrence" basis, if available, and if not, on a Claims-made basis and shall be written for the following limits of liability as a minimum: (1) bodily injury, \$1,000,000 each occurrence and \$1,000,000 each aggregate, and (2) property damage, \$250,000 each occurrence and \$250,000 each aggregate.

(B) Comprehensive automobile liability insurance coverage shall be provided for all owned, hired or non-hired vehicles, including loading or unloading thereof with the following limits of liability: (1) automobile bodily injury, \$1,000,000 each person and \$1,000,000 each occurrence, and (2) automobile property damage, \$1,000,000 each occurrence.

(C) All policies shall provide that they cannot be canceled or materially altered except after 30 days advance written notice to the City and shall name the City as an additional insured.

SECTION 3.05. CONVEYANCE OF UTILITY IMPROVEMENTS TO THE CITY. Upon completion and approval of the Utility Improvements, or each segment thereof, Developer shall convey the Utility Improvements to the City and provide the City with conveyance documents and Warranties and Bonds as required by the City's Ordinances or other regulations and in a form acceptable to the City Attorney.

Delivery to and approval by the City Commission or City Manager of all documents and related materials required for the Utility Improvements shall constitute final acceptance by the City of these improvements.

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ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. Nothing contained herein shall be deemed to waive or modify any other lawful code provision, ordinance, resolution or regulation of the City as a prerequisite to issuance of a building permit or authorization of water or wastewater capacity which is contained in a City code provision, ordinance, resolution or regulation nor shall this Agreement be applied in a manner which causes the City to violate any bond covenant or obligation.

SECTION 4.02. ASSIGNMENT, CONVEYANCES OR TRANSFERS OF THIS AGREEMENT. The partial or full assignment, conveyance or transfer of Developer's rights and/or obligations under this Agreement shall be prohibited unless:

- a. It is in writing in a form approved by the City Commission;
- b. The City consents to, which consent shall not be unreasonably withheld and is a party to said assignment, conveyance or transfer and the assignee, conveyee or transferee agrees to abide by all the terms and provisions of this Agreement;
- c. The Developer is not in default under this Agreement; and
- d. Such rights and/or obligations are assumed in writing by an assignee or transferee in a form acceptable to the City.

SECTION 4.03. TRANSFER OR CONVEYANCE OF DEVELOPER'S PROPERTY.

a. In the event that Developer's Property or a portion thereof is transferred or conveyed by the Developer, the Developer shall remain liable to the City for all obligations under this Agreement unless released in writing by the City which release shall not be unreasonably withheld by the City. Developer shall not be released as provided for herein if Developer is in default under this Agreement. Further, the obligations set forth herein and in any agreements entered into pursuant hereto shall run with and bind the land, Developers successors and assigns, and all future owners of any part of the Property.

b. Developer shall fully disclose this Agreement to all purchasers of the Property or portions thereof, by recording of this Agreement and by actual delivery of its contents. However, failure to deliver a copy of the contents hereto shall not in any way whatsoever relieve purchasers or subsequent owners of their obligation to be bound by the terms herein.

SECTION 4.04. NOTICES. All notices hereunder must be in writing and shall be validly given if hand delivered as follows (or to any other address that the party to be notified may have delivered to the other party by like notices:

For the City of Miramar:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

For the Developer:

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed validly given when deposited in the United States mail.

SECTION 4.05. PROMULGATION OF REASONABLE RULES OF SERVICE. City shall have the right to promulgate from time to time, reasonable rules and regulations relating to the furnishing of water and sewage services to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits and connection charges and the right to discontinue service under certain conditions. The water and sewer rates to be charged by City to said customer shall be the rates now or hereafter charged to other customers within the area of service of the City of Miramar Water and Sewer System. Developer hereby acknowledges and agrees that rates are subject to change at any time by City.

SECTION 4.06. EXCLUSIVE RIGHTS OF CITY.

a. City shall have the exclusive right to furnish water service and sewer service to consumers within the Property covered by this agreement.

b. The City is empowered to require the owner or occupant of any land within the Developer's Property to enter into a written service contract or Agreement for retail water, first and/or sewer service under the standard terms and conditions as promulgated by the City;

c. The City reserves the right to make full use of the water and/or sewer facilities to be owned by the City as contemplated herein to serve other customers at any time; and

d. To take all other actions with respect to its water and wastewater system as permitted by law.

SECTION 4.07. DEFAULT. The occurrence of any of the following during this Agreement shall constitute a default:

a. Developer's failure to pay when due any sums, fees, charges, costs or expenses which are payable under this Agreement;

b. Developer's failure in the performance or observance of any of the terms and conditions of this Agreement;

c. There shall be filed by or against Developer in any court or other tribunal pursuant to any governmental requirement, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Developer's Property, unless such petition shall be filed against Developer and Developer shall in good faith promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure dismissal within thirty (30) days of its filing;

d. Developer shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding, make an assignment for the benefit of creditors, or take the benefit of an insolvency law;

e. A trustee in bankruptcy or a receiver shall be appointed or elected or had for Developer, whether under federal or state laws; or

f. Developer's interest under this Agreement shall be sold under any execution or process of law.

In the event of Developer's default under this Agreement, the City's obligations under this Agreement shall be voidable at the option of the City.

SECTION 4.08. REMEDIES. Should Developer be in default of this Agreement, it is agreed that the City shall be entitled to any and all remedies under Florida law, and in addition thereto, the City shall be entitled to any or all of the following remedies, which are cumulative:

a. No final inspections shall be approved by the City;

b. No Certificates of Occupancy shall be issued for any structure or building on the Property.

c. The City shall have the right to charge interest at a rate equal to the maximum rate allowed by Florida law on any payments due to City from Developer which are not paid. The interest, when applicable, shall accrue from the due date of payment as provided in this Agreement; and

d. The City shall be entitled to lien the Property and foreclose the lien in satisfaction of any payments due under this Agreement.

SECTION 4.09. MISCELLANEOUS PROVISIONS.

a. This Agreement constitutes the entire agreement between the Parties for all matters contained herein and shall supersede all previous agreements or representations either oral or written with respect to all matters contained herein. All prior agreements between Developer and City pertaining to any matters specifically covered by this Agreement are hereby canceled and declared of no force and effect to the extent they are in conflict herewith.

b. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

c. This Agreement shall be recorded by the City, at Developer's expense, among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of Developers Property connected to or to be connected to said water and sewer systems of City upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the Parties to this

Agreement in the execution thereof; and the acquisition or occupancy of real property in the Developer's Property connected to or to be connected to the said water and sewer systems of City shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

d. This Agreement constitutes a covenant running with the land and shall be binding on Developer, its successor or assigns as well as all future owners of the Property.

e. The headings and subheadings use throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the Parties hereto agree that they be disregarded in construing the provisions of this Agreement.

f. The recitals to this Agreement are true and correct and are hereby incorporated as an integral and material part of this Agreement.

g. The signature of any person to this Agreement shall be deemed a personal warranty by that person that he has the power and authority to bind any corporation, partnership or any other business entity for which he purports to acts.

h. In the event of any disputes and/or litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs (including paralegal) through and including appeals.

i. No waiver by City of any breach by Developer of any term or condition of this Agreement, and no failure by City to exercise any right or remedy with respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of City with respect to any other breach of such term or condition or any breach of any other term of this Agreement. The receipt by City of any payments or any portion of payment required under this Agreement shall not operate as a waiver or an accord and satisfaction of the rights of City to enforce the payment or portion of a payment then or subsequently due, to terminate this Agreement or to invoke any other appropriate remedy which City may select as provided by this Agreement or by law.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year indicated below:

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CITY:

ATTEST:

CITY CLERK

CITY MANAGER

APPROVED AS TO FORM:

CITY ATTORNEY

THIS AGREEMENT HAS BEEN APPROVED AND THE CITY MANAGER AUTHORIZED TO EXECUTE THE SAME BY RESOLUTION NO. _____, PASSED AND ADOPTED BY THE CITY COMMISSION ON _____ 20_____.

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

Before me personally appeared _____ and _____, as City Manager and City Clerk, respectively, of the City of Miramar, a Florida municipal corporation, to be well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this _____ day of _____, 20_____.

Notary Public
State of Florida at-Large

My Commission Expires:

DEVELOPER:

WITNESSES:

Name

By: _____

Print Name: _____

Print Name: _____

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of _____, freely and voluntarily under authority duly vested in him/her by said corporation on behalf of _____, and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20_____.

Notary Public

My Commission Expires:

EXHIBIT "A"

APPENDIX B

- (1) Service Agreement for Water & Sanitary Sewage Facilities**
(15 pages) (pages 66-80)

**SERVICE AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES
FOR**

This Service Agreement for Water and Sanitary Sewage Facilities (the "Agreement") is made and entered into this _____ day of _____, 20__ by and between the City of Miramar, a municipal corporation of the State of Florida (the "City") whose address is 2300 Civic Center Place, Miramar, Florida and _____ (the "Developer") whose address is _____.

City and Developer shall collectively be referred to in this Agreement as the "Parties".

RECITALS

I. The Developer is the owner of real property in the City of Miramar, Broward County, Florida, as more particularly shown and described in the attached Exhibit "A" (the "Property").

II. The Property is suitable for development but is presently without water and sewer facilities.

III. The City owns and operates water and sewer systems throughout the City (the "City's Systems").

IV. The Developer, at its sole cost and expense, is willing to design, construct and install the necessary water mains, valves, fire hydrants, services, firelines, sewage pumping station, force main, gravity sewer mains, manholes, laterals and other appurtenances at its expense to furnish water supply and sewage disposal service to the Property.

V. The City desires to allocate water and sewer treatment plant capacity, if available, for the Property and to provide water service from the water transmission facilities and sewage disposal service through its sewage transmission facilities in the vicinity of the Property.

VI. Both the City and the Developer recognize that water is a natural resource of limited supply that must be regulated and controlled to assure an adequate supply for all members of the public and that this natural resource must only be the subject of a reasonable beneficial use so that the quantity used is necessary for economic and efficient utilization for a purpose and in a manner which is both reasonable and consistent with the public interests.

VII. Both the Developer and the City recognize that the supply of water and the collection and disposal of sewage by the City for the Property are subject to regulation, prohibition, limitation and restriction by local, State and Federal governmental agencies.

VIII. The Developer recognizes and agrees that the City's obligations for the provision of water and for the collection and disposal of sewage for the Property are at all times subject to such governmental regulation, prohibition, limitation and restriction and that these factors are beyond the control and responsibility of the City.

IX. The Developer recognizes and agrees that the City has existing engineering standards of construction for engineering design specifications which may be amended from time to time and need to be complied with.

X. The City and the Developer desire to enter into this Agreement setting forth the mutual understandings and undertakings regarding the furnishing of water and sewer service for the Property.

XI. Developer has requested the reservation of _____ Equivalent Residential Connections pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties covenant and agree as follows:

A. Definitions.

1. *Department* means the City's Engineering Services Department.
2. *Director* means the Director of the City's Engineering Services Department or its authorized representative.
3. *Engineering Standards* means the construction and/or design specifications established by the City's Engineering Services Department which are existing at the time of Project detailed engineering design.
4. *Equivalent Residential Connection ("ERC")* shall have the meaning set forth in the City's Code of Ordinances.
5. *On Site Private Facilities* means all water and sewer facilities not conveyed to the City and which are not located within dedicated rights of way or City owned easement areas, including but not limited to all plumbing facilities located on private property. Ownership by the City shall terminate at the outlet side of each water meter or at the property or easement line for sewage facilities.
6. *Plans and Specifications* means the plans, specifications and any other technical data necessary for the construction of the Water and Sewage Facilities. The Plans and Specifications shall be prepared and certified by a Florida registered professional engineer.
7. *Water and Sewage Facilities* means all the necessary water and sewer facilities to serve the Property, including but not limited to any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, sewage pumping stations, force mains, gravity sewer mains, laterals, manholes, services and all appurtenances thereto necessary for a complete water and sewer system.

B. Proposed Use.

The Developer intends to construct _____
on the Property for a total of _____ ERCs (the "Project").

C. Developer's Obligations.

1. Design. The Developer at its sole cost and expense shall be responsible for designing and preparing the Plans and Specifications in accordance with the existing or as amended Engineering Standards. The Plans and Specifications shall be approved in writing by the Director and by any other governmental entity whose approval is required. No work shall commence until the Plans and Specifications are approved in writing by the Director and a construction permit is issued.
2. Construction and Installation. The Developer, at its sole cost and expense, shall construct and install the Water and Sewage Facilities in accordance with the approved Plans and Specifications.
3. Onsite Private Facilities. The Developer, at its sole cost and expense, shall design, construct and install all Onsite Private Facilities. The Onsite Private Facilities shall be owned, operated repaired and maintained by the Developer, its successors and/or assigns in good order and condition and in accordance with applicable City regulations. As part of the Onsite Private Facilities, Developer shall install cleanout on consumer's sewage service at the Property line or easement line in accordance with current Utility Standard Details. The City shall not be liable or responsible for any defects or repairs to the Onsite Private Facilities.
4. Inspections. The Developer, at its sole cost and expense, shall retain the services of a Florida registered professional engineer for the purposes of inspecting and supervising the construction and installation of the Water and Sewage Facilities to insure compliance with accepted civil engineering practices and the approved Plans and Specifications. Prior to conveying the Water and Sewer Facilities to the City, the engineer shall certify in writing that the construction and installation of the Water and Sewage Facilities comply with accepted civil engineering practices and are in substantial conformance with the approved Plans and Specifications. The City shall have the right but not the obligation to make inspections of all the construction work performed by or for the Developer under the terms of this Agreement, including both onsite and offsite facilities, and regardless of whether or not the facilities will be subsequently owned by the City. Such inspections shall not be construed to constitute any guarantee on the part of the City as to materials or workmanship, nor shall they relieve the Developer of the responsibility for the proper construction of said facilities in accordance with the requirements of the approved Plans and Specifications nor shall the inspections, if undertaken, abrogate any warranties made by the Developer as to the quality and condition of the materials and workmanship.
5. Compliance with Applicable Laws. The work to be performed by Developer, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies which have jurisdiction over the subject matter of this Agreement as

well as all applicable Federal and State Statutes, County and City ordinances. The requirements of this paragraph shall govern, regardless of any errors or omissions in the approved Plans and Specifications.

6. Approvals and Permits. The Developer or its agents at its sole cost and expense shall be fully responsible for obtaining all required approvals from all governmental agencies and for obtaining all necessary construction permits for all the Water and Sewage Facilities contemplated in the approved Plans and Specifications.
7. Accuracy of Information. The Developer shall furnish to the City accurate information with regard to all matters under this Agreement. The Developer shall be responsible for errors or changes in the information furnished to the City under this Agreement.
8. Surety Bonds. Developer shall post a surety bond in the amount of 125% of the Engineers estimated construction cost of the work as shown on the approved Plans and Specifications as a guaranty that the work will be completed in accordance with the approved Plans and Specifications. The surety bond shall be posted with a surety company acceptable to the City and which is authorized to write bonds of such character and amount under the laws of the State of Florida. The attorney-in-fact or other officer who signs a bond must file with such bond a certified copy of his power of attorney authorizing him to do so. A bond must be countersigned by the surety's Florida agent. In all such bonds, the City shall be named as "Obligee." A surety company must have a Best's Key Rating Guide General Policyholder's Rating of "A" or better and a Financial Category of Class "V" or better to be acceptable to the City.

D. Pre-construction Meeting.

Developer and/or his contractor shall arrange for and hold a pre-construction meeting with the Director or an authorized representative. Notification of said meeting shall be made in writing and received by the Parties seventy-two (72) hours in advance of said meeting. The meeting shall be held at least twenty-four (24) hours prior to start of each phase of construction. The meeting shall take place at the City or at a place convenient to the Director.

E. Engineers Present at Tests.

During construction and at the time when periodic inspections are required, to wit, at water and force main pressure testing, at sewer lamping and at sewer exfiltration tests, the Director or his authorized representative may be present and Developer's engineer shall be present to observe and witness tests for determination of conformance to the approved Plans and Specifications. The Developer shall notify the City a minimum of 48 hours in advance of said tests so that the City may make the necessary arrangements for witnessing the test.

F. Conveyance of Water and Sewage Facilities to the City.

Upon completion and approval of the Water and Sewage Facilities contemplated herein for City ownership, the Developer shall, at no cost to the City:

1. Conveyance Documents.
 - 1.1 Convey to the City, its successor or assigns all of the right, title and interest of the Developer in and to all Water and Sewage Facilities, free and clear of liens and encumbrances. Such conveyance shall be by Bill of Sale in a form provided by and approved by the City.
 - 1.2 Deliver to the City a No Lien Affidavit in a form provided by and approved by the City.
 - 1.3 Deliver to the City a Waiver and Release of Lien form all contractors, subcontractors and suppliers of materials or labor who might have acquired an interest in the Water and Sewage Facilities and/or the Property as a result of performing work, supplying materials or labor or otherwise. The Waiver and Release of Lien shall be in a form provided by and approved by the City.
 - 1.4 Deliver to the City a Warranty on a form provided by and approved by the City warranting the Water and Sewage Facilities, the contents of which Warranty are described hereinafter.
 - 1.5 Deliver to the City all original manufacturers' warranties and/or operation manuals covering the Water and Sewage Facilities.
 - 1.6 Deliver to the City one (1) complete set of mylar as-built drawings showing all the Water and Sewage Facilities, easements and rights-of-way as located by a Florida licensed surveyor, along with two (2) prints of the as-built drawings sealed by a Florida licensed surveyor and certified by Developer's engineer of record. The as-built drawings shall also be submitted in a digital format compatible with the City's CAD system and approved by the Director.
 - 1.7 Deliver to the City the T.V. inspections of the gravity sewer system performed one (1) month before the expiration of the warranty period described in Section F 3.1 of this Agreement.
2. Easements and Warranty Deeds.
 - 2.1 Grant to the City, its successors and assigns, a perpetual easement and/or right of way on, over, under and across those portions of the Property necessary for the construction, installation, repair, relocation and/or maintenance of the Water and Sewage Facilities. Such Grant of Easements shall be in a form provided by and approved by the City and shall be accompanied by i) an Opinion of Title in a form provided by and approved by the City prepared by a Florida licensed attorney or Florida licensed title company indicating that title to the easement property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the easement property and ii) appropriate subordinating releases and/or satisfaction from subordinate lienors and/or mortgagees having an interest in the easement property.

2.2 Convey to the City, its successors and assigns title to the lands where lift and/or pumping stations are located. Such conveyance shall be by Warranty Deed in a form provided by and approved by the City and accompanied by i) an Opinion of Title in a form provided by and approved by the City indicating that title to the property vests in the Developer and indicating all lienors and/or mortgagees having an interest on the property and ii) appropriate releases and/or satisfaction from lienors and/or mortgagees having an interest in the property.

3. Warranties and Bonds.

3.1 Warrant that the Water and Sewage Facilities to be owned by the City shall be free from any and all defects in materials and workmanship.

The Developer also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment. Said warranties shall remain in full force and effect for a period of one (1) year from the date of final acceptance of the facilities by the City. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the City of those repairs and/or replacements.

3.2 Simultaneous with the conveyance of the Water and Sewage Facilities, the Developer shall deliver to the City an executed surety bond meeting the requirements of Section C.8. or letter of credit acceptable to the City in an amount equal to twenty-five percent (25%) of the actual cost of construction of the Water and Sewage Facilities, guaranteeing all work pursuant to this Agreement against any and all defects in material, equipment or construction for a period of one (1) year following the date of final acceptance of the Water and Sewage Facilities by the City.

Upon demand by the City, the Developer shall correct or cause to be corrected all such defects which are discovered within the warranty period as set forth above, failing which the City may make such repairs and/or replacements of defective work and/or materials and the Developer and/or its surety shall be liable to the City for all costs arising therefrom.

G. Final Acceptance of Water and Sewage Facilities by City.

1. For the acceptance of such water and sewer facilities, the City shall act through the City Manager in those instances where the easement is related to improvements that were dedicated by plat or other instrument that had been previously approved by the City Commission, and shall act through the City Commission in all other instances.

2. The Developer hereby agrees that following final acceptance, the Water and Sewage Facilities installed by the Developer to be owned by the City pursuant to the terms of this Agreement shall at all times remain the sole, complete and exclusive property of the City under the City's exclusive control and operation.

3. Final acceptance may be accomplished for reasonable segments of the Water and Sewage Facilities upon written approval by the Director and so long as the Developer has complied with all terms and provisions of this Agreement with respect to such segments.
4. Prior to the issuance of the Certificate of Occupancy for the last building within this Project, the Developer shall clean the entire sanitary sewer system and shall provide the City with the T.V. inspections of the sewer system reflecting that such cleaning has been performed.
5. No Certificates of Occupancy shall be issued by the City until final acceptance of the Water and Sewage Facilities as provided for in this section.

H. City's Obligations.

1. The responsibility of the City to provide water and/or sewage disposal service under this Agreement shall be limited to:
 - 1.1 The property presently owned by Developer as described in Exhibit "A" to this Agreement; and
 - 1.2 The ERCs provided for in Section B of this Agreement.

I. Indemnification and Hold Harmless by Developer.

1. For ten dollars (\$10.00) and other good and valuable consideration paid by the City to the Developer, receipt of which is hereby acknowledged, the Developer agrees to indemnify and hold the City harmless forever from all damages, liability, cost and expense, including reasonable attorney's fees, related to negligence of the Developer, its officers, agents and employees and from any foreseeable damage to the Water and Sewage Facilities constructed by the Developer and conveyed to the City caused by negligence of the Developer, its officers, agents and employees. Indemnification shall include costs for physical repair of the City's system.
2. For ten dollars (\$10.00) and other good and valuable consideration paid to the Developer by the City, the Developer agrees to hold City harmless from any and all liability and/or damages for City's non-performance under this Agreement as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter in this Agreement or from any discontinuation of water and sewage services as a result of the conditions specified in Section L of this Agreement. In the event of City's non-performance under this Section, this Agreement shall be null and void and not enforceable by either party with respect to those portions of Developer's Property for which City is prevented from performance.

J. Force Majeure.

Any temporary cessation or interruption of water and/or sewer services to the Property or the performance by the City of any of the obligations or conditions herein or from exercising its rights due to or resulting from this Agreement caused by a force majeure event or necessary maintenance work, breakdown of or damages to machinery, pumps or pipelines; shall not constitute a breach of this Agreement nor shall it impose liability upon the City by the Developer, its successors or assigns. The term "force majeure" as used herein means Acts of God' strikes, lockouts, or other industrial disturbances; acts of public enemies, blockades, wars, insurrections or riots; epidemics, landslides, earthquakes, fires, storms, floods, or washouts; governmental restraints, either federal, state or county, civil or military; civil disturbances; explosions; inability of City to obtain necessary materials, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws or proclamations, either federal, state or county, civil or military, or otherwise' and other causes beyond the control of either party, whether or not specifically enumerated herein.

K. Impact Fees.

Developer agrees that a condition to the City providing water and/or sewer service under this Agreement is the payment of water and sewer impact fees due pursuant to any City ordinance imposing such fees as may be adopted or amended by the City. Developer shall pay water and sewer impact fees in an amount as required by the City ordinance imposing such fees in effect on the date such water and sewer impact fees are paid. Should such ordinance require payment of the impact fees as a condition to final subdivision plat approval, Developer agrees to comply with those payment provisions notwithstanding the prior approval of the plat. Developer shall be entitled to any credits afforded under such ordinance.

L. Conditions to Service by City.

City's obligations to provide water and sewage services to the Property under this Agreement is conditioned upon and subject to:

1. Developer complying with all the terms and provisions of this Agreement and any and all applicable Federal, state, county and City laws.
2. The City has entered into "Large Users Agreements" with the Cities of Hollywood and Pembroke Pines (the "Cities") and Miami Dade Water and Sewer Authority Department (the "County"), in which the Cities and the County have agreed to make future water and/or sewage treatment capacity available at the Cities' and the County's water and/or wastewater treatment plants. In the event the City cannot provide sufficient capacity, as a result of the Cities' and/or County's action, the City's sole obligation shall be to refund prepaid impact fees under Section K of this Agreement, for those units for which the City is unable to provide service provided that Developer is not in default of this Agreement. Any and all fees, premium rates and/or charges imposed by the Cities and/or the County against the City under their respective agreements shall be passed along to the Developer and the Developer by executing this Agreement agrees to pay these fees, premium rates and/or charges upon demand by the City.

3. In the event that the City cannot provide sufficient service as a result of the actions of any regulatory agency, then the City's sole obligation shall be to refund prepaid impact fees under Section K of this Agreement, for those units for which the City is unable to provide capacity provided that Developer is not in default of this Agreement.

M. Assignment, Conveyances or Transfers of this Agreement.

The assignment, conveyance or transfer of Developer's rights and/or obligations under this Agreement shall be prohibited unless:

1. It is in writing in a form approved by the City Commission.
2. The City consents to and is a party to said assignment, conveyance or transfer and the assignee, conveyee or transferee agrees to abide by all the terms and provisions of this Agreement.
3. The Developer is not in default under this Agreement.

N. Transfer or Conveyance of Developer's Property.

1. In the event that Developer's Property or a portion thereof is transferred or conveyed by the Developer, the Developer shall remain liable to the City for all obligations under this Agreement unless released in writing by the City. Developer shall not be released as provided for herein if Developer is in default under this Agreement.
2. Developer shall fully disclose this Agreement to all purchasers of the Property or portions thereof.

O. Wellfield Protection.

Developer acknowledges that the Property [is/is not] within a Broward County Protected Well Field zone of influence per Broward County Ordinance 84-60 or within an existing or proposed well field zone of influence as determined by the Director. If Property is within said zone of influence, Developer agrees to limit uses of property to those uses that are allowed by Broward County Ordinance 84-60, as it may be amended.

P. Prohibited Hazardous Materials.

Developer acknowledges that Broward County and the City of Miramar have ordinances that prohibit discharge of hazardous materials into the sanitary sewer system. (Broward County Ordinance 86-61 and Chapter 21 of Miramar City Code). Developer agrees not to discharge hazardous materials into the sanitary sewer system as defined by Broward County Ordinance 86-61 and Chapter 21 of Miramar City Code, as they may be amended.

Q. Notices.

All notices hereunder must be in writing and shall validly given if hand delivered as follows (or to any other address that the party to be notified may have delivered to the other party by like notices):

For the City of Miramar:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

For the Developer:

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed validly given when deposited in the United States mail.

R. Promulgation of Reasonable Rules of Service.

City shall have the right to promulgate from time to time, reasonable rules and regulations relating to the furnishing of water and sewage services to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits and connection charges and the right to discontinue services under certain conditions. Subject to paragraph L.2., the water and sewer rates to be charged by City to said customers shall be the rates now or hereafter charged to other customers within the area of service of the City of Miramar Water and Sewer System. Developer hereby acknowledges and agrees that rates are subject to change at any time by City.

S. Conditions on Fire Hydrant Use.

No water from City's water distribution system shall be used or disbursed by Developer, his employees, or his agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless there has first been made adequate provisions for compensating City for such water.

T. Exclusive Rights of City.

1. City shall have the exclusive right to furnish water service and sewage service to consumers within the Property covered by this Agreement.
2. The City is empowered to require the owner or occupant of any land within the Developer's Property to enter into a written service contract or agreement for retail water, first and/or sewer service under the standard terms and conditions as promulgated by the City.

3. The City reserves the right to make full use of the water and/or sewer facilities to be owned by the City as contemplated herein to serve other customers at any time.

U. Wells Prohibited Except for Irrigation.

Developer, and successors and assigns, and the owners and occupants of buildings on Developer's Property shall not install or maintain any water wells except for irrigation purposes.

V. Prohibition Against Using City Water For Irrigation Purposes.

Use of City water shall be prohibited for irrigation purposes.

W. Default.

The occurrence of any of the following during this Agreement shall constitute a default:

1. Developer's failure to pay when due any sums, fees, charges, costs or expenses which are payable under this Agreement;
2. Developer's failure in the performance or observance of any of the terms and conditions of this Agreement.
3. There shall be filed by or against Developer in any court or other tribunal pursuant to any governmental requirement, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Developer's Property, unless such petition shall be filed against Developer's and Developer shall in good faith promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition and shall secure such dismissal within 30 days of its filing;
4. Developer shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding, make an assignment for the benefit of creditors, or take the benefit of an insolvency law;
5. A trustee in bankruptcy or a receiver shall be appointed or elected or had for Developer, whether under federal or state laws; or
6. Developer's interest under this Agreement shall be sold under any execution or process of law.

In the event of Developer's default under this Agreement, the City's obligations under this Agreement shall automatically terminate.

X. Remedies.

Should Developer be in default of this Agreement, it is agreed that the City shall be entitled to any and all remedies under Florida law, and in addition thereto, the City shall be entitled to any or all of the following remedies:

1. Any reserved plant capacity under this Agreement may be rescinded and forfeited.
2. The site plan for the Property is voidable by Resolution of the City Commission.
3. No final inspections shall be approved by the City.
4. No Certificate of Occupancy shall be issued by City for any development of the Property.
5. The City shall have the right to charge interest at a rate equal to the maximum rate allowed by Florida law on any payments due to City from Developer which are not paid. The interest, when applicable, shall accrue from the due date of payment as provided in this Agreement.
6. The City shall be entitled to lien the Property and foreclose the lien in satisfaction of any payments due under this Agreement.

All remedies provided herein are cumulative.

Y. Miscellaneous Provisions.

1. This Agreement constitutes the entire agreement between the parties for all matters contained herein and shall supersede all previous agreements or representations either oral or written with respect to all matters contained herein. All prior agreements pertaining to any matters covered by this Agreement are hereby canceled and declared of no force and effect.
2. If any section subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
3. This Agreement shall be recorded by the City, at Developer's expense, among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of Developer's Property connected to or to be connected to said water and sewer systems of City upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real property in the Developer's Property connected to or to be connected to the said water and sewer systems of City shall be deemed conclusive evidence of the fact that the said owners or occupants have

consented to and accepted the Agreement herein contained and have become bound thereby.

4. This Agreement constitutes a covenant running with the land and shall be binding on Developer, its successor or assigns as well as all future owners of the Property.
5. The headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement, and the parties hereto agree that they be disregarded in construing the provisions of this Agreement.
6. The recitals to this Agreement are true and correct and are hereby incorporated as an integral and material part of this Agreement.
7. The signature of any person to this Agreement shall be deemed a personal warranty by that person that he has the power and authority to bind any corporation, partnership or other business entity for which he purports to act.
8. In the event of any disputes and/or litigation arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs (including paralegals) through and including any appeals.
9. No waiver by City of any breach by Developer of any term or condition of this Agreement, and no failure by City to exercise any right or remedy with respect of any such breach, shall constitute a waiver or relinquishment for the future, or bar any right or remedy of City with respect to any other breach of such term or condition or any breach of any other term or condition of this Agreement. The receipt by City of any payments or any portion of a payment required under this Agreement shall not operate as a waiver or an accord and satisfaction of the rights of City to enforce the payment or portion of a payment then or subsequently due, to terminate this Agreement or to invoke any other appropriate remedy which City may select as provided by this Agreement or by law.
10. The City Attorney has approved the standard, pre-printed terms and conditions set forth in this Service Agreement for Water and Sanitary Sewage Facilities as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are specifically endorsed and approved by the City Attorney.

SERVICE AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES BETWEEN THE CITY OF MIRAMAR AND _____.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

CITY OF MIRAMAR

By: _____
Robert A. Payton, City Manager

DATED: _____

ATTEST:

Yvette McLeary, City Clerk

APPENDIX C

- (1) Construction Cost Estimate Sheet (3 pages)** (pages 82-84)
- (2) Final Plan Preparation & Engineering Checklist (9 pages)** (pages 85-93)
- (3) Pump Station/Force Main Design Checklist (8 pages)** (pages 94-101)

CONSTRUCTION COST ESTIMATE

PROJECT NAME: _____

DEVELOPER: _____

	Description	Quantity	Unit	Unit Price	Cost
Site Prep	Cleaning & Grubbing		Acre		
	Excavation		CY		
	Filling		CY		
Roadways	Subgrade		SY		
	Base		SY		
	Asphalt		SY		
Pipe	15" RCP		LF		
	18" RCP		LF		
	21" RCP		LF		
	24" RCP		LF		
	30" RCP		LF		
	36" RCP		LF		
	42" RCP		LF		
	48" RCP		LF		
Structures	Headwalls		EA		
	Curb Inlet		EA		
	Swale Inlet		EA		
	Manhole		EA		
	Pollution Retardant Basin		EA		
Sewer	GRAV Sewer 0-6 cut – 8"		LF		
	GRAV Sewer 6-8 cut – 8"		LF		
	GRAV Sewer 8-10 cut – 8"		LF		
	GRAV Sewer 10-12 cut – 8"		LF		
	Manhole 0-6 cut		EA		
	Manhole 6-8 cut		EA		
	Manhole 8-10 cut		EA		
	Manhole 10-12 cut		EA		
	12" Force Main Dip		LF		
	4" Force Main PVC C900 DR18		LF		
6" Force Main PVC C900 DR18		LF			
8" Force Main PVC C900 DR18		LF			

	12" Force Main PVC C900 DR18		LF		
	Misc. Fittings		TN		
	Air Release Valve		EA		
	Lift Station		EA		
Water	6" C900 DR 18 PVC Water Main		LF		
	8" C900 DR 18 PVC Water Main		LF		
	12" C900 DR 18 PVC Water Main		LF		
	6" Class 51 DIP Water Main		LF		
	8" Class 51 DIP Water Main		LF		
	12" Class 51 DIP Water Main		LF		
	1-1/2 PD Water Service Tubing		LF		
	2" PE Water Service Tubing		LF		
	6" Gate Valve		EA		
	8" Gate Valve		EA		
	12" Gate Valve		EA		
	Fire Hydrant Assembly		EA		
	Eclipse Model #88 Sample		EA		
	Ductile Iron Fittings		TN		
	6" x 6" Tapping Sleeve & Valve		EA		
	8" x 6" Tapping Sleeve & Valve		EA		
	8" x 8" Tapping Sleeve & Valve		EA		
	12" x 6" Tapping Sleeve & Valve		EA		
	12" x 8" Tapping Sleeve & Valve		EA		
	12" x 12" Tapping Sleeve & Valve		EA		
	Air Release Valve and Vault		EA		
Paving	1-1/4" Type S-1 with Prime		SY		
	3/4" Type S-3 Asphalt w/Tack		SY		
	8" Limerock Base		SY		
	12" Compacted Subgrade		SY		
	Type "D" Curb & Gutter		LF		
	Type "F" Curb & Gutter		LF		
	Type IV Traffic Separator		LF		
	Pavement Marking & Signage		LS		
	Thermoplastic		LS		
TOTAL PROJECT COST					

CERTIFICATE:

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: _____ Project Engineer: _____ Reg. No. _____

Public Improvement Warranty Bond:

Cost = _____ x 125% = _____

Approval by the City Engineer: _____ Date: _____

Remarks: _____

**CITY OF MIRAMAR
OFFICE OF OPERATIONAL SERVICES
ENGINEERING SERVICES DEPARTMENT**

FINAL PLAN PREPARATION AND ENGINEERING CHECKLIST

Project Name: _____

Developer: _____ Date: _____

Engineer: _____ Reviewed By: _____

Approved By: _____

General Details for Water, Sewer, Paving, Drainage and Pump Stations will be provided by the City. The design engineer shall not deviate from these in addition to providing special project-specific details, not covered by City standards.

A) ROADWAYS AND PAVEMENTS

APPROVED DISAPPROVED

- | | | | |
|-------|-------|----|--|
| _____ | _____ | 1. | The full depth of all existing organic and deleterious material within the Right-of-Way and utility/drainage easements shall be removed. No material of FDOT Class A-5, A-7 or A-8 shall be allowed. |
| _____ | _____ | 2. | Subgrade material supporting the roadway and shoulders shall have a minimum limerock bearing ratio (LBR) of 40. The stabilized subgrade shall be twelve (12) inches compacted to 98% of maximum dry density as per AASHTO-T-180. |
| _____ | _____ | 3. | Limerock base course shall have a minimum limerock bearing ratio (LBR) of 100 and shall be a minimum of eight (8) inches thick, and originate from the Miami formation, having a minimum percentage of calcium and magnesium of 60. Base material shall be compacted to a density of not less than 98% of maximum dry density as determined by AASHTO-T-180 under all paved areas. |
| _____ | _____ | 4. | All driveways shall be shown on proposed engineering plans. |
| _____ | _____ | 5. | Prime coat shall be applied at a rate of 0.25 gallons per square yard. Prime and tack coat for base shall conform to the requirements and specifications of Sections 300-1 through 300-7 of FDOT standards specifications. |
| _____ | _____ | 6. | Asphalt Concrete: |

- a) Residential: The wearing surface shall be 1.5 inches of Type S3 applied in two (2) 3/4" lifts.
- b) Non-Residential: The wearing surface shall be two (2) inches applied in two lifts. First lift to be 1-1/4" type S1. Second lift to be 3/4" Type S3.
Tack coat to be used between paving lifts.

- _____ 7. Base and sub-grade density tests shall be conducted for a maximum 7000 square feet of finished pavement.
- _____ 8. Laboratory proctor compaction tests (T-180) shall be performed on all material, sub-grade and base and any subsequent changes in materials. Limerock bearing ratios, sieve analysis and densities required by the contract documents shall be submitted to the City.
- _____ 9. All repairs to existing pavement shall receive saw-cut edges prior to relaying asphalt. Utility piping or wiring less than four (4) inches in diameter requires a Schedule 40 PVC casing pipe with sand backfills under paved areas only.
- _____ 10. Minimum longitudinal slope of pavement shall be 0.3%.
- _____ 11. Minimum transverse slope of pavement shall be at two percent (2%) for roadways and generally one percent (1%) for parking areas.
- _____ 12. Minimum road crown elevations shall meet or exceed elevations established by the 10 year flood criteria map of Broward County or the minimum road elevations permitted by SFWMD, whichever is higher.
- _____ 13. Concrete sidewalks shall be four (4) inches thick, except at driveways where they shall be six (6) inches thick. Sidewalk sub-grade shall be grubbed, completely demucked and compacted to 98% of maximum dry density as determined by AASHTO T-180. Open type expansion joints shall be used. Sidewalk must be separate from the travel way and constructed in accordance with the FDOT Roadway and Traffic Designs Standards Index 310. Width of sidewalks shall be as follows:

Arterial Street:	6 feet wide
4 Lane Collector:	5 feet wide
2 Lane Collector:	5 feet wide
Local Street:	4 feet wide
- _____ 14. All existing control points and/or reference markers shall be raised to final grade. These points and reference markers shall be located and noted on the plat.

B) DRAINAGE SYSTEM

- _____ 1. Storm Drainage Design Calculation (use rational formula: 3 year, 1 hour design storm, minimum of 10 min and maximum of 15 minute time of concentration, Zone 10 for rainfall density). Tail water elevation shall be at design water level. Hydraulic grade line shall not exceed catch basin rim elevation for parking lots, no higher than one (1) foot below gutter for arterial streets, nor 0.5 feet for collector and local streets.
- _____ 2. No catch basins or junction boxes shall be located in driveways.
- _____ 3. All storm drain junction boxes shall be located in the swale and include an inlet-type cover.
- _____ 4. Minimum size of drain pipe shall be 15 inches diameter equivalent. Material to be Reinforced Concrete Pipe as specified in FDOT Standard Specification or Road and Bridge Construction, 1996; Section 941 pipe.
- _____ 5. Swales shall have a transverse slope greater than six percent (6%) between edge of pavement and right-of-way line.
- _____ 6. A topographic survey shall be provided which includes elevations on a 100-foot grid carried to 100 feet beyond property boundaries, and spot elevations on any improvements and site-specific landmarks.
- _____ 7. Pipe utility easements shall be greater than or equal to 20 feet wide, including between buildings (depending on pipe size, type and depth).
- _____ 8. Drainage structures to be cleaned prior to City acceptance if located within public rights-of-way.
- _____ 9. The maximum distance for flow in a curb and gutter to the point of removal for any roadway shall be 400 feet.
- _____ 10. Stormwater maintenance access structures shall be spaced as follows:
 - for 15" diameter pipe – max. spacing is 100'
 - for 18" diameter pipe – max. spacing is 300'
 - for 24" – 36" diameter pipe – max. spacing is 400'
 - for 42" or greater diameter pipe – max. spacing is 500'

C) WATER SUPPLY SYSTEM

- _____ 1. The water supply system shall conform with the City's Water Distribution Master Plan.
- _____ 2. Fire flow calculations shall be submitted based upon 1974 ISO requirements and shall be certified by a Professional Engineer registered with the State of Florida.
- _____ 3. Looped water mains shall be located within residential right-of-ways and min. 20-foot wide utility easements. Minimum pipe diameter shall be six (6) inches. Materials shall be as follows:
 - _____ a) Fittings: Mechanical joint ductile iron only unless otherwise noted. Fittings to conform to ANSI/AWWA C110/A21.10. Mechanical joints shall conform to ANSI/AWWA C111/A21.11.4.
 - _____ b) Ductile Iron Pipe (DIP): Shall conform to ANSI/AWWA C151/A21.51. Minimum thickness class shall be Class 51 Ductile Iron. Push-on joints shall conform to ANSI/AWWA C111/A21.11. Gaskets shall be neoprene. The lining shall be cement mortar conforming to ANSI/AWWA C104/A21.4 and outside coating of either coal tar epoxy or asphalt shall be applied. Polyethylene wrap shall be installed where required. All water mains 12" or above must be DIP.
 - _____ c) Polyvinyl Chloride Pipe (PVC): Shall be a Dimension Ratio of 18 (DR-18) with cast iron pipe. O.D.'s shall conform to ANSI/AWWA C900. Water main PVC shall be impregnated with blue pigment.
 - _____ d) Deflection: PVC and DI pipe shall be deflected no more than one half of the manufacturer's recommendation.
- _____ 4. Pipe Restraint: All fittings and pipe joints requiring to be restrained shall use Megalug restrainer as follows:

JOINT

RESTRAINT

Push on PVC
Push on DIP

EBAA Iron Series 2800 Harness
TR-Flex by US Pipe or Flex Ring by American
or EBAA Iron Series 1700 Megalug

Fittings with DIP
Fittings with PVC

EBAA Iron Series 1100 Megalug
EBAA Iron Series 2800 Megalug

5. Detector tape shall be laid 18 inches below final grade for all water lines. A 14-gauge multi-strand wire shall be attached to all PVC water mains to facilitate location. An extra four (4) feet of wire shall be provided at all blow offs and hydrants, etc. The wire shall be laid clear of valves. The wire shall be tested for continuity at the pressure test.

6. Isolation valves shall be mechanical joint type only, which meet the requirements of ANSI/AWWA C509, and the mechanical joint shall conform to ANSI/AWWA C111/A1.11. The interior lining shall be epoxy in accordance with AWWA C550 and an exterior coating of epoxy shall be applied. Both shall have a 40 mil dry film thickness (DFT). Valves shall adhere to the following:

Isolation valves less than or equal to 18 inches shall be resilient wedge gate valves and be of the following makes:

1. Pratt
2. Dezurik
3. Clow

7. Valves shall be located such that interruption to service can be isolated within more than one block of residential or commercial service; maximum isolation shall be 800 feet of pipe for residential and 500 feet for commercial. Valves shall be located at tees and extension to right-of-way lanes.

8. Valve box shall be U.S. Foundry Model #7500 and shall be painted blue with the designation "Water".

9. A 24" x 24" x 6" concrete collar with a continuous #4 reinforced bar shall be cast around every valve box in both paved and unpaved areas.

10. All valves shall have a brass ID marker embedded in the collar. The marker shall indicate the size and type of valve, as well, the direction and number of turns needed to open the valve, and the type of service line (i.e., WM, FM, RM). Example: 8" R.S.G.V. 15 T.O.L. W.M.

_____ _____ 11. Fire hydrants shall be located no less than six (6) and no more than ten (10) feet from the edge of the pavement of the adjacent roadway, no less than five (5) feet from any physical feature which may obstruct access or view of any hydrant unless otherwise approved by CMPWUD. Guard posts around fire hydrants are required when hydrants are placed within six (6) feet of all driveways, turn radius, or parking areas. The hydrant shall receive a factory coat of epoxy traffic (yellow) with a 40 mil DFT.

_____ _____ 12. Hydrostatic test pressure for leakage shall be at 150 psi for 2 hours. Test pressure shall not vary more than 5 psi in accordance with AWWA C600-93. Maximum allowable leakage shall be calculated as follows:

$$L = \frac{SD(P)^{0.5}}{133,200}, \quad \text{AWWA C600-93}$$

L = allowable leakage gallon per minute
S = length in linear feet
D = nominal pipe diameter in inches
P = pressure in psi

Maximum length of test pipe section shall be 2000 feet. Re-pumping of line during pressure test is not allowed.

_____ _____ 13. Depth of Cover:

- a) Minimum water main cover shall be 36 inches for PVC and 30 inches for DIP.
- b) Minimum service line cover shall be 24 inches and sleeved under paved areas with schedule 40 PVC conduit. Sleeve is to be plugged with elastomeric caulk and located in sand bedding.

_____ _____ 14. Bacteriological testing shall be in accordance with AWWA/ANSI C651-92. Maximum distance between sampling points shall be as follows:

- Transmission Mains: Every 1500 feet
- Branch Mains: Every 1000 feet
- Isolated Mains: Less than 1000 feet: 2 sample points; Greater than 1000 feet: 3 sample points

The City shall be reimbursed for the cost of collecting and processing the bacteriological samples.

- _____ 15. City to be advised in writing at least 48 hours prior to the following:
- Wet Connections
 - Pressure Tests
 - Filling/Flushing
 - Chlorination
 - Bacteriological Samples

D) SEWER COLLECTION SYSTEM

- _____ 1. Adjust slope of the gravity sewer to eliminate all manhole drops. When a standard slope results in a tie-in connection between two (2) and four (4) feet above the manhole invert, standard slopes of branch sewers shall be adjusted to eliminate the need for a drop.
- _____ 2. All gravity sewer profiles shall include but not be limited to the following:
- length of pipe, pipe materials
 - slope of the pipe
 - invert and rim elevation of the manholes
 - water main crossings
 - storm drain crossings
 - force main crossings
 - separation distance between sewer mains and any crossings, including inverts and top of pipe elevations of crossings.
- _____ 3. Gravity pipe shall be PVC SDR-35. Minimum diameter shall be eight (8) inches for mains and six (6) inches for laterals. Slopes shall be in accordance with the current "Ten States" Standards.
- _____ 4. Clean-outs shall be provided and brought to final grade at the property or easement line for all sewer laterals. Clean-outs shall not be located in driveways. One six (6) inch diameter clean out shall be installed for each single or double residential service connection. A commercial connection will be reviewed by the City Engineer or his designee.
- _____ 5. Manholes shall be precast in accordance with ASTM-C-476, minimum thickness shall be eight (8) inches. A minimum six (6) inch base extension outside the wall of the manhole is required. Manholes shall not be located at or close to final grade low points.
- _____ 6. Provide a minimum six (6) inch bed of washed 3/4 inch rock for all sub-aqueous gravity sewer pipes.

- _____ 7. Two coats of Cooper Black No. 775 Epoxy Tar Coating, first red, second one black, shall be applied to the inside of all manholes and shall be applied in accordance with the manufacturer's specifications (8 mils per coat). One coat of black Cooper Black No. 775 Epoxy Tar Coating shall be applied to the outside of the manhole. The interior coats shall be applied after sewer lapping of lines. The application of each coat shall be an inspection and shall be scheduled a minimum of 48 hours prior to testing.
- _____ 8. The installed sewers shall undergo television inspection at two (2) times. The first shall be prior to the final acceptance by the City and the other shall be just prior to the release of the one-year maintenance bond.

E) LANDSCAPING AND IRRIGATION

- _____ 1. Landscaping within utility drainage easements shall be limited to non-root invasive species as determined by the Community Development Department.
- _____ 2. No berms or perimeter fencing shall be permitted within utility easements.
- _____ 3. No potable water shall be permitted for irrigation. Reuse water shall be used for irrigation if capacity is available and the supply is readily accessible.
- _____ 4. Placement of trees shall comply with minimum clear zone widths, as outlined in Section III of FDOT's "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways".

F) PROPERTY GRADING

- _____ 1. For drainage purposes, all naturally vegetated areas shall slope at 0.6% min.
- _____ 2. Minimum finished first floor elevation shall be twelve (12) inches above the Federal Flood Insurance Rate Map (FIRM) base flood plain elevation or 18 inches above the adjacent road crown, whichever is higher.
- _____ 3. A minimum of six (6) elevations shall be given for each residential lot; one at each corner, one at the middle of each side lot line, and wherever there is a break in drainage direction. Additional elevations for commercial and industrial property shall be divided as necessary.

- _____ 4. Drainage flow directions shall be noted on each lot with drainage arrows.
- _____ 5. Control points located in concrete or asphalt shall be raised to final grade.
- _____ 6. Piped private yard drainage shall not be interconnected with any public systems.

G) METERS AND ACCESSORIES

- _____ 1. Meter valves shall be in accordance with ASTM B-62 latest version.
 - a) Ford angle meter valve, Catalog #V63-444W-1"
 Ford angle meter valve, Catalog #FV63-777W-2"
 Ford angle meter valve, Branch #UV63-42W-1"
 - b) Ford residential dual check valves, Catalog #HHCA31-23 5/8 x 3/4.
 - c) Ford stainless steel insert stiffeners for plastic pipe, 3F1100-4 for 1" tube or #FB110-7 for 2: tube.
- _____ 2. Radio read meters are required, in all new subdivisions as manufactured by Sensus Technologies (supplied by City).
- _____ 3. Water meter to be located at property line in front side of building (property side of sidewalk). The meter box to be set at final grade.
- _____ 4. Water meter boxes shall be supplied by the City.
- _____ 5. Service saddle shall be Ford Model FC202. Service saddle to be epoxy coated.
- _____ 6. Service pipe shall be polyethylene. Minimum service line cover shall be 24 inches and sleeved under paved areas with both ends sealed with elastomeric caulk and laid in sand bedding. Service pipe material shall be Phillips 66 Driscopipe 5100. Service trench shall be back filled with clean sand only.
- _____ 7. Corporation stops on mains for all 2-inch or less service connections shall be Ford Ballcorp, Catalog #FB-1100 or Mueller P-25028.

**CITY OF MIRAMAR
OFFICE OF OPERATIONAL SERVICES
ENGINEERING SERVICES DEPARTMENT**

PUMP STATION/FORCE MAIN DESIGN CHECKLIST

General:

APPROVED

DISAPPROVED

- | | | |
|-------|-------|---|
| <hr/> | <hr/> | 1) Compliance with wastewater master plan. |
| <hr/> | <hr/> | 2) Re-pump stations are not acceptable. All pump stations shall pump into adequately sized force mains which transmit the sewage to the appropriate wastewater treatment facility. |
| <hr/> | <hr/> | 3) Developer shall make an adequate contribution to the City for the construction of a telemetry system and for an emergency generator or bypass pump. |
| <hr/> | <hr/> | 4) In general, no more than one (1) pump station per quarter section (160 acres) shall be allowed. |
| <hr/> | <hr/> | 5) If a proposed pump station is within 300 feet of an existing water body, a Geotechnical Engineers Report with recommendation for wet well construction shall be provided. |
| <hr/> | <hr/> | 6) Submit pump station, wet well and force main design reports including required pump curve(s). The report shall include the number of individual residential, commercial and/or industrial units served plus the size of basin area in acres. The operating pressures on the force main for 25%, 50%, 75% and 100% build-out. |
| <hr/> | <hr/> | 7) All pump stations shall be wet well type utilizing submersible pumps (minimum of two) with discharge piping to a below-grade valve pit. The wet well diameter will be 8'-0" minimum. |
| <hr/> | <hr/> | 8) All required telemetry conduits shall be installed in the concrete slab for future telemetry construction. |
| <hr/> | <hr/> | 9) Shop drawings shall be submitted to the City and approved prior to purchase or fabrication of equipment and materials. |

b) Ductile Iron Pipe (DIP): Shall conform to ANSI/AWWA C151/A21.51. The wall thickness and outside diameter of the pipe shall conform to ANSI/AWWA C150.A21.50. Minimum thickness class shall be Class 51 Ductile Iron. Push-on joints shall conform to ANSI/AWWA C111/A21.11. Gaskets shall be neoprene. The lining shall be Protecto 401 Ceramic Epoxy with a minimum Dry Film Thickness (DFT) of 40 mils. An outside coating of either coal tar epoxy or asphalt shall be applied. Polyethylene wrap shall be installed if required. All force mains 12 inches and above in size should be DIP.

c) Polyvinyl Chloride Pipe (PVC): Shall have a Dimension Ratio of 18 (DR-18). The dimension and pressure classes for Dimension Ratios with cast iron pipe O.D.'s shall conform to ANSI/AWWA C900 for 6 to 10 inches. Force main PVC shall be impregnated with green pigment.

d) Restraint: All fittings and specific pipe joints shall be restrained as outlined below (NO SUBSTITUTIONS):

<u>JOINT</u>	<u>RESTRAINT</u>
Push-On PVC	EBA Iron Series 2800 Harness
Push-On DIP	TR-Flex by U.S. Pipe or Flex Ring by American; or EBA Iron Series 1700 Megalug
Fittings with DIP	EBA Iron Series 1100 Megalug
Fittings with PVC	EBA Iron Series 2000 Megalug

e) Deflection: PVC and DI pipe shall be deflected no more than one half of the manufacturer's recommendations. (Check against AWWA)

16) Detecto tape shall be laid 18 inches below finished grade or at least 12" above all force mains. A 14-gauge multi-strand wire shall be attached to all PVC force mains to facilitate location. This helps with location of piping and prevents accidental hitting of underground piping.

17) An isolation valve shall be provided between the emergency bypass stand pipe and the valve pit. The valve shall be installed above ground. All valves for sewage force mains shall be gate valves. Gate valves shall be resilient type and shall meet the requirements of AWWA C-504 and C-507. The following are acceptable:

- | | | |
|-------|-------|--|
| _____ | _____ | a) M&H |
| _____ | _____ | b) Muller |
| _____ | _____ | c) Dezurik |
| _____ | _____ | 18) Emergency bypass shall be the same diameter as the receiving force main but not larger than six (6) inches. Connection shall be "Kamlock" plug and coupler (female end) with dust cover which includes a 316 stainless steel chain to attach cover pipe. Isolation valve shall be 24 inches above finished grade with a hand wheel actuator. The stand pipe shall have an 18" x 18" x 6" concrete collar and the overall height shall be no more than 36 inches above grade. |
| _____ | _____ | 19) Valve pits shall be drained to wet well with a two (2) inch PVC 1120 pipe with rubber ring compression joints. PVC shall be sloped with a "P" trap inside the wet well. |
| _____ | _____ | 20) The last run of sewer main between the collection manhole and the wet well is to be DIP. |
| _____ | _____ | 21) Location of check valves and resilient gate valves inside the pit shall be staggered. Check levers shall be on the inside. Gate valves shall have hand wheels. Provide a minimum of one (1) foot horizontal/one (1) foot vertical distance from piping to bottom interior of pit walls. Install a 2-1/2 inch liquid-filled pressure gauge on each check valve with 1/2" 316 stainless steel isolation valve, diaphragm protection seal and NPT 316 S.S. fittings. |
| _____ | _____ | 22) Check valves for sewage pump stations and force mains shall be one of the following: |
| _____ | _____ | a) M & H Swing |
| _____ | _____ | b) APCO Swing Check |
| _____ | _____ | c) Golden Anderson |
| _____ | _____ | 23) Wet well shall have a four (4) inch diameter SCH-80 vent. The top shall have a 180 degree bend with a 316 stainless steel mesh grill located 12 inches from the top of the wet well. The vent shall be located such that it does not impede maintenance and shall be shown on the plans. |

_____ 24) All pipe and fittings on the pump station site shall be ductile iron conforming to the same specifications as above for sewage force mains except that flanged ductile iron pipe and fittings shall be used inside the valve pits and wet wells. Flanged pipe and fittings shall conform to ANSI/AWWA C115/A21.15 and ANSI/AWWA C110/A21.10. The following thickness classes shall be adhered to:

1. 4 – 12 inches - Class 52
2. 14 inches and larger - Class 51

_____ 25) Pump stations shall be designed for ultimate conditions. If present conditions warrant different pumps, motor, and/or impellers, the ultimate condition equipment shall also be provided.

_____ 26) Pumps to be used in pump stations shall be of the submersible slide-rail type. The following are acceptable manufacturers:

_____ a) Flygt only

_____ b) Pump specifications:

1. Pump motors shall be 240 volts, 3-phase, 60 Hz below 30 HP. Above 30 HP pump motors shall 480 volts, 3-phase, 60 Hz.
2. Minimum sphere size to pass shall be three (3) inches.
3. Pump cycle time shall be fifteen (15) minutes minimum with no more than three (3) starts per hour.
4. All pumps off setting for wet well shall be one (1) foot above the top of the motor.
5. A peaking factor of 2.5 ADF shall be used for pump capacity. See example.
6. In general, the impeller diameter shall be in the middle of the family of pump curves, i.e., not the smallest or largest diameter impeller for the model in question.
7. Five (5) extra feet of 316 S.S. chain, 10' pump power cable can be provided.

_____ 27) Water service riser shall be one (1) inch diameter of polyethylene with the hose bib strapped to the fence post. An above-ground AMES RPZ 4000 backflow preventer shall be included with this service and installed in accordance with the South Florida Building Code.

_____ 28) City to supply water meter, MXU, and complete meter box and cover. The Contractor will install the meter box and meter, and activate the account with the City's Finance Department. Contractor to provide tie-in to the nearest water main.

Structural:

_____ 29) Wet well structural design shall be signed and sealed by a structural engineer registered in the State of Florida. All joints shall have Ram-Nek seals.

_____ 30) All concrete associated with the pump station shall be 4000 psi or greater.

_____ 31) A debris cage with a slide rail shall be provided within the wet well with its own access hatch.

_____ 32) Wet well to be a minimum of eight (8) feet in diameter and conform to ASTM C-478 for precast concrete manholes with eight (8) inch walls (minimum). Use 316 stainless steel inside in the valve pit.

_____ 33) All associated hardware including miscellaneous nuts, bolts, anchors, plates, brackets, pipes, etc. shall be stainless steel.

_____ 34) Interior of wet well shall be lined with a gas impervious Agru Suregrip Polypropylenl (PR-P), or GU manhole liner, or the wet well shall be manufactured fiberglass/concrete composite wet well utilizing two layers of 20-25 mils gel coat of contrasting colors and two (2) layers of 20-30 mils fiberglass reinforced resin in contrasting colors to be integrated with all interior surfaces and interior of all joints and boot openings. Paint valve box with two (2) coats of Koppers Bitumastic No. 300M and one (1) coat on wet well outside walls. (Dry thickness of sixteen (16) mils per coat.)

_____ 35) The chamber at the bottom of the wet well shall be sloped at a 60 degree angle to channel the solids to the pump

intake. The chamfer shall be within six (6) inches of the pump intake in order to prevent accumulation of solids.

- _____ 36) Access covers for valve pits and wet wells (hatches) shall be double leaf aluminum with pad lock hasple for City's Master lock; sized nominally 54" x 48" opening, spring-loaded hinges, a stay-open latch and recessed handles. It shall be designed for 300 psf live-loading and furnished with vapor proof door seals. Access hatches to be precast with valve pit and wet well tops. U.S. Foundry type TPD with trough frame to prevent water from entering pit is acceptable.
- _____ 37) Valve pit shall be provided with an eight (8) inch base and six (6) inch precast walls and sealed to prevent water from entering through seams or the hatch.

Electrical:

- _____ 38) Underground electrical service from FP&L shall be 480 volt, 3-phase 60 Hz. Included shall be a step-down transformer for 120 volts single phase.
- _____ 39) The emergency power receptacle shall be 100 amp 3 PHW Meltric 37-99043 for stations with 100 amp or less main breaker, and 200 amp 3 PHW Meltric 37-29043 for stations with main breaker greater than 100 amp. Locate the receptacle facing toward the gate for easy access.
- _____ 40) One (1) inch PVC conduit shall be provided between the valve box and the electrical panel in the concrete slab.
- _____ 41) Security light shall be on a ten (10) foot pole with a red alarm light on top. Mounted on the pole shall be a switch enclosed in a Nema 4X enclosure located 42 inches above grade.
- _____ 42) Conduit shall have sweep elbows and all facilities shall conform to the latest version of NEC and UL listed.

Instrumentation:

- _____ 43) The pump station control center shall be housed in a NEMA 3R 316 stainless steel enclosure, 48" x 36" x 12" deep.
- _____ 44) A dual air bubbler shall be used for pump control and alarm indication. Pumps shall alternate between starts, and a

mercury switch in a hanging float shall be provided for a high-level alarm. The dual air bubbler system shall be controlled by the digital pump control system per City Standard Fig. No. 305.3.

- _____ 45) Schematic control layout and piping diagram shall be in accordance with the City's specifications.
- _____ 46) Flygt pumps shall be provided with a submerger system.
- _____ 47) A lightning arrester shall be installed at the exterior instrumentation.

APPENDIX D

- (1) Site Work Permit Application Form (2 pages)** (pages 103-104)



SITE WORK PERMIT

FOR OFFICE USE ONLY - DO NOT USE

Permit No. SP- Issue Date: _____

Permit Fee: \$ _____ Receipt No.: _____

Bond ID & Amount: _____

Date Completed by Applicant: _____

Project Name & Location: _____

Type of Work Permit Applied for: (Check all that apply)

Clearing & Grubbing

Excavation of Water Bodies

Demucking

Filling Site

Other _____

Construction Cost

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Contractor _____ Phone: _____

Emergency Phone: _____

Address: _____

State Reg. No. _____ (or) Broward County Certif. Competency No. _____

Owner/Developer _____ Phone: _____

Fax No. : _____

Address: _____

Owner's Engineer _____ Phone: _____

Fax No.: _____

Address: _____

Remarks:

It shall be the responsibility of the Owner's Engineer, The Owner/Developer, and the Contractor to obtain all necessary permits required from the permitting agencies, including but not limited to SFWMD, DPEP, SBDD and COE, and to comply with the permit requirements.

This Site Work Permit for the proposed work, identified and described above and according to the approved specifications and drawings, is hereby approved and granted to the above contractor, subject to the permit and/or approval of this project, drawings and/or specifications required, as required by Local County, State, and/or Federal Agencies. See Section 512.6 of City's Land Development Code for information regarding Revocation of Engineering Permits.

Permit Applied for by:

Qualifier's Signature

Name & Title (Printed)

Contracting Firm

State of _____)

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ who is personally known to me or who has

produced _____ as identification.

SEAL

Notary's Signature

Notary Print or Type Name

Commission No. and Expiration Date

FOR OFFICE USE ONLY – DO NOT USE

Application Approved by:

**City of Miramar
Office of Operational Services
Engineering Services Department**

Remarks:

APPENDIX E

- (1) Surety Bond for Improvements Form (4 pages)** (pages 106-109)
- (2) Irrevocable Letter of Credit (for Maint.) Form (2 pages)**
(pages 110-111)
- (3) Irrevocable Letter of Credit (Construction) Form (2 pages)** (pages 112-113)
- (4) Cash Bond Form (1 page)** (page 114)
- (5) Construction Permit Application Form (2 pages)** (pages 115-116)

SURETY BOND FOR IMPROVEMENTS

SURETY BOND GIVEN BY _____,

AND _____,

TO THE CITY OF MIRAMAR

Surety Bond given by _____,

as PRINCIPAL, a _____ existing under the laws of the State
of _____, of _____
(Address)

_____, City of _____,

County of _____, State of _____,

AND

_____, as SURETY, a corporation incorporated
under the laws of the State of _____, or a partnership pursuant to
the laws of the State of _____, and authorized to transact surety in
the
State of Florida,

TO

THE CITY OF MIRAMAR, as OBLIGEE, a municipal corporation, pursuant to the
laws of the State of Florida.

BY THIS BOND, We _____,
as PRINCIPAL and _____, as
SURETY, a corporation incorporated under the law of the State of
_____, or a _____ partnership
under the laws of the State of _____, and authorized to do
business in the State of Florida, and on the list of surety companies approved by the

Treasurer of the United States, are bound to the City of Miramar, as the OBLIGEE, hereinafter referred to as CITY, a municipal corporation pursuant to the laws of the State of Florida, in the full sum of _____

(amount in words)

(United States Dollars) (\$_____), for payment of which PRINCIPAL and SURETY jointly and severally bind ourselves, our successors, assigns, and personal representatives:

SEALED with our Seals, signed and delivered this _____ day of _____, 20____.

WHEREAS, PRINCIPAL has applied to the CITY for issuance of certain engineering construction permits for water, sewer, reuse, paving and drainage improvements (cross out all which are NOT applicable) in

_____; and,
(Print or Type Name of Project and Development)

WHEREAS, the Code of the City of Miramar requires that adequate security be posted to insure completion of said improvements; and

WHEREAS, PRINCIPAL is required to install and complete the improvements in _____,
(Print or Type Name of Project and Development)

as incorporated herein;

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if PRINCIPAL:

1. Installs constructs and completes the improvements as set forth herein, in accordance with approved plans and specifications; and
2. Pays promptly all persons, firms, and corporations that provide labor, materials, and supplies used in the execution and construction of the improvements, or connected thereto.

Then this Surety Bond shall be void; otherwise it remains in full force.

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL fails or refuses to install, construct, and complete the improvements, the CITY has the right to recover the full amount of this Surety Bond for the purpose of completing the improvements, or, alternatively, to demand payment by the SURETY of the amount due to the CITY up to the face amount of the Bond by letter signed by the Director of Public Works/Utilities, or a designee, stating that the PRINCIPAL has defaulted on its obligation to complete the required improvements. PRINCIPAL and SURETY also understand, in the event the CITY elects to collect monies from SURETY and the funds recovered thereby prove insufficient to complete the improvements, the PRINCIPAL shall be liable hereunder to pay to CITY upon the completion of the improvements the final total cost thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, direct or consequential, which the CITY may sustain because of PRINCIPAL'S failure to comply with all of the requirements hereof.

In the event the CITY receives a notice of cancellation of this Surety Bond and a substitute form of security is not received by the CITY sixty (60) calendar days prior to the cancellation date, the PRINCIPAL shall be deemed in default and the provisions herein shall apply.

PRINCIPAL and SURETY jointly and severally understand and agree that the failure to complete the designated improvements within _____ consecutive months, or the failure to commence or recommence construction work, within thirty (30) calendar days after written notice from the CITY to do so, shall be deemed a failure and refusal to construct and complete the improvements.

This Surety Bond shall remain in full force and effect from _____ until
(Date)
such time as designated improvements are completed and accepted by CITY, or until
CITY Commission approves a release of this security.

IN WITNESS WHEREOF the PRINCIPAL has caused this Bond to be executed
by its President and attested by its Secretary and its corporate seal to be affixed or by
its general partner; the SURETY has caused this Bond to be executed in its name by its
Attorney-in-Fact duly authorized thereunto so to do, and its corporate seal to be affixed,
all on the date first written above.

PRINCIPAL

ATTEST:

Secretary

President of PRINCIPAL

(Seal)

WITNESSES:

SEAL

SURETY

Signed, Sealed and Delivered
in Presence of:

By _____
As SURETY

IRREVOCABLE LETTER OF CREDIT (for Maintenance)

Date of Issue: _____

Issuing Bank's No: _____

Beneficiary:

City of Miramar
Office of the City Manager
City Hall
2300 Civic Center Place
Miramar, Florida 33025

Applicant:

(Developer)

Amount: _____ in United States funds,

Expiry:

(Date)

Application No.

We hereby authorize you to draw on _____
(Issuer Name)

_____ by order of
(Branch Address)

_____ and for the account of
(Developer, Applicant)

_____ up to an aggregate amount,
(Developer, Applicant)

in United States funds, of _____ available by your drafts at sight,
accompanied by:

(1) A signed statement from the City Manager of the City of Miramar, or an authorized representative, that the drawing is due to default in performance of certain obligations or failure to pay sums, on the part of _____
(Developer, Applicant)

agreed upon by and between the City of Miramar and _____
(Developer, Applicant)

for the prompt repair or replacement of those subdivision improvements, pursuant to the acceptance of water and sewer system improvements (list all improvements to be accepted by City) constructed to serve _____ .

(Name of Project)

Drafts must be drawn and negotiated not later than _____ .

(Expiration Date)

Drafts must bear the clause: "Drawn under Letter of Credit" No. _____

of _____ dated _____ .

(Issuer Name)

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorser, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts shall be duly honored upon presentation to the drawee.

The maintenance of improvements or payment of all monies by _____

_____) shall be a release of all obligations under this letter of credit.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1983 revision), International Chamber of Commerce Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

IRREVOCABLE LETTER OF CREDIT (Construction)

Date of Issue: _____

Issuing Bank's No: _____

Beneficiary:

City of Miramar
Office of the City Manager
City Hall
2300 Civic Center Place
Miramar, Florida 33025

Applicant:

(Developer)

Amount: _____ in United States funds,

Expiry:

(Date)

Application No.

We hereby authorize you to draw on _____
(Issuer Name)

_____ by order of
(Branch Address)

_____ and for the account of
(Developer, Applicant)

_____ up to an aggregate amount,
(Developer, Applicant)

in United States funds, of _____ available by your drafts at sight,
accompanied by:

(1) A signed statement from the City Manager of the City of Miramar, or an authorized representative, that the drawing is due to default in performance of certain obligations or failure to pay sums, on the part of _____
(Developer, Applicant)

agreed upon by and between the City of Miramar and _____
(Developer, Applicant)

for _____, pursuant to _____
(type of fee or improvement) (plans, agreement, plat, site plan)

approved on _____, by _____

Drafts must be drawn and negotiated not later than _____.
(Expiration Date)

Drafts must bear the clause: "Drawn under Letter of Credit" No. _____

of _____ dated _____.
(Issuer Name)

This Letter of Credit shall be automatically renewed without an amendment for successive periods of one (1) year each unless we provide written notice to the City Clerk via registered mail, or special courier, that we elect not to renew the letter of credit for an additional period, which notice must be provided at least sixty (60) days prior to expiration date of the original term hereof, Miramar returns the original Letter of Credit together with written notification that it may be terminated prior to the current expiration date.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorser, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts shall be duly honored upon presentation to the drawee.

The installation of improvements or payment of all monies by _____
_____) shall be a release of all obligations under this
letter of credit.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1983 revision), International Chamber of Commerce Publication No. 400 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

ALTERNATE SECURITY BY CASH BOND

CASH BOND GIVEN BY _____

TO THE CITY OF MIRAMAR, FLORIDA (the "CITY")

I. This cash bond is hereby provided in lieu of a surety obligation (the "Security") for:

(Check applicable box to indicate security)

- () Surety Bond for Improvements
- () Maintenance Bond for Improvements
- () Other Bond _____

II. Each of the terms, provisions, and conditions of the above indicated Security are hereby incorporated by reference and shall be binding upon the undersigned Principal to the same extent as provided in that certain (Surety Bond for Improvements, Maintenance Bond for Improvements, Other Bond) Security in the form attached hereto as Exhibit "A", except that the Surety referenced in such form shall not be applicable, and Principal shall not have any rights otherwise provided to a Surety.

III. This Cash Bond shall be effective upon receipt by City of cash (U.S. Dollars) or cashiers check or bank clearances of other check, and execution and acceptance hereof.

Witness my hand this ____ day of _____, 20____.

PRINCIPAL

By: _____
(Signature)

Print Name of Principal

Address

WITNESSES:

(Signature)

(Print Name)

(Signature)

(Print Name)

Accepted by City of Miramar this _____ day of _____, 20____.

City of Miramar

City of Miramar
 2300 Civic Center Place
 Miramar, Florida 33025
 Phone: (954) 602-3304



CONSTRUCTION PERMIT (PUBLIC INFRASTRUCTURE IMPROVEMENTS)

FOR OFFICE USE ONLY - DO NOT USE

Permit No. <u>CP-</u> _____	Issue Date: _____
Permit Fee \$ _____	Receipt No. : _____
Bond ID & Amount: _____	

Date Completed by Applicant: _____

Project Name & Location: _____

Type of Work Permit Applied for: (Check all that apply)

- Paving
- Drainage
- Water Distribution
- Sewer
- Other _____

Construction Cost

\$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

Contractor _____ Phone: _____
 Emergency Phone: _____

Address: _____

State Reg. No. _____ (or) Broward County Certif. Competency No.: _____

Owner/Developer _____ Phone : _____
 Fax No.: _____

Address: _____

Owner's Engineer _____ Phone: _____
 Fax No. : _____

Address: _____

Remarks:

It shall be the responsibility of the Owner's Engineer, The Owner/Developer, and the Contractor to obtain all necessary permits required from the permitting agencies, including but not limited to SFWMD, SBDD, BCDPEP, BCTED, BCDH, and COE, and to comply with the permit requirements.

This Construction Permit for the proposed work, identified and described above and according to the approved specifications and drawings, is hereby approved and granted to the above contractor, subject to the permit and/or approval of this project, drawings and/or specifications required, as required by Local County, State, and/or Federal Agencies. See Section 512.6 of City's Land Development Code for information regarding Revocation of Engineering Permits.

Permit Applied for by:

Qualifier's Signature

Name & Title (Printed)

Contracting Firm

State of _____)

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____ who is personally known to me or who
has produced _____ as identification.

SEAL

Notary's Signature

Notary Print or Type Name

Commission No. and Expiration Date

FOR OFFICE USE ONLY – DO NOT USE

Application Approved by:

City of Miramar
Office of Operational Services
Engineering Services Department

Remarks:

APPENDIX F

- (1) **Materials Review List (10 pages)** (pages 118-127)
- (2) **Final Engineering Inspection Checklist (4 pages)** (pages 128-131)



**CITY OF MIRAMAR
OFFICE OF OPERATIONAL SERVICES**

**2200 Civic Center Place
Miramar, Florida 33025**

Engineering Services Department

MATERIALS REVIEW LIST

APPROVAL DATE _____ PERMIT NO. _____

PROJECT NAME: _____

PROJECT PHASE: _____ BID/CONTRACT NUMBER: _____

CONTRACTOR NAME: _____

CONTRACTOR CONCURRENCE: _____
Signature Date

ENGINEER OF RECORD: _____
Signature Date

Name (Typed or Printed)

MIRAMAR ENGINEER CONCURRENCE: _____
Signature Date

Name (Typed or Printed)

By submittal of Materials Review List and signature above, the CONTRACTOR for the indicated PROJECT agrees to adhere to the following materials/products and to use only those products that are "checked-off" correctly. Only one (1) manufacturer per category will be allowed. It is understood that the Miramar Inspector will reject materials of construction not in accordance with this document and the City of Miramar's minimum design and construction standards as outlined in the Pump Station and Plan Review Checklists.

BASIS: The following products and specifications have been found to be acceptable and/or desirable in their respective groups on a trial basis. Shop drawings need to be submitted for Miramar's approval. Any product that is not on this list must be approved in advance by the City Engineer or his designee. Such approval requires the submission of shop drawings (six (6) copies) for each deviation from this list. Shop drawings will also be required for all non-standard items such as manholes, wet wells, drainage structures, other castings, Flygt or Davis EMU pumps and any other items not addressed by this Materials Review List.

WATER DISTRIBUTION MATERIALS REVIEW LIST

FIRE HYDRANTS, AWWA & UL approved/FM; traffic breakaway-flange, no cut bolts; non-rising stem; dry barrel; a minimum 5-1/4" main valve opening; bronze to bronze seating.

- _____ a. Mueller Super Centurion 200 A423
- _____ b. Clow Medallion F2545
- _____ c. American Darling

Note: All fire hydrants are required to be factory painted yellow.

RESILIENT SEAT GATE VALVES (Specified for all available sizes, AWWA & UL/FM)

- _____ a. Mueller A-2360 (for 4" through 12", and 18" through 24")
Mueller A-2361 (for 14" and 16")
- _____ b. M & H Style 3067 or 3068
- _____ c. Clow F-6100 Series
- _____ d. American Series 500

Valve coatings and linings to be fusion bonded epoxy.

TAPPING SLEEVE, Ductile iron with mechanical joints only.

- _____ a. M & H Style 1174/1274
- _____ b. American DIP AFC Tapping Sleeve
- _____ c. Mueller Mechanical Joint Tapping Sleeve H-615 Series
- _____ d. U.S. Pipe Mechanical Joint Tapping Sleeve

Sleeve coating to be asphalt; lining to be cement.

- UL/FM approval required on shut-off RSGV for Double Detector check valves application only. See Detector check Detector valve.

4. TAPPING VALVES shall be ductile iron short body Resilient seat gate valves to be used up to 16" and gate valves for sizes larger than 16".

- _____ a. American #865 (for 4" through 12"; #565 for 14")
- _____ b. M & H Style 4751 (for 4" through 12"); 2751 (for 14" through 24")
- _____ c. Mueller T-2360 (for 4" through 12")
Mueller H-667 (for 14" through 24")
- _____ d. U.S. Pipe #5860 + 3860 Double Disc $\geq 20"$

Note: Tapping Sleeve and Valve Manufacturer shall be the same. Valve coatings and linings to be fusion bonded epoxy.

5. CURB STOPS AND YOKE VALVES Ball Valve type T-top only - Must be full port with locking wing.

- _____ a. Ford BA-43 single, UVB-43 double
- _____ b. Mueller P24258 single, P15363-06 double

CORPORATION STOPS Ball Valve Type

- _____ a. Ford FB-1100
- _____ b. Mueller P25028

CHECK VALVES for service meters. All check valves shall be dual check valve types.

- _____ a. Ford HHCA31
- _____ b. Mueller H-14460-A
- _____ c. AV McDonald 12-3HE43

SERVICE SADDLES stainless steel straps only, ductile iron body with a coating of fusion bonded epoxy.

- _____ a. Ford FC202
- _____ b. JCM 403 Wide Service Saddle
- _____ c. Romac 202
- _____ d. Smith Blair 317
- _____ e. Mueller Series DE2S

DUCTILE IRON PIPE (Class 51 min., Cement Mortar Lining, AWWA, ANSI, Water Service) Class 51 for 8" and above, and Class 52 for 4" and 6":

- _____ a. American Cast Iron Pipe Company
- _____ b. U. S. Pipe
- _____ c. McWane (Clow)

Pipe coating to be asphalt; Lining to be cement.

Fittings, follower glands and other accessories shall be short body ductile iron conforming to AWWA C153; ANSI.

- _____ a. Tyler
- _____ b. U. S. Pipe
- _____ c. American
- _____ d. Union Foundry (McWane Clow)
- _____ e. Russco
- _____ f. EBAA
- _____ g. Star Pipe

11. POLYETHYLENE TUBING - Polyethylene compound shall comply with ASTM D 3350 and ASTM D 1248 and AWWA C-901 (Water Service)

- _____ a. Phillips 66 Petroleum Driscopipe 5100 1" and 2" (ASTM D 3408)

POLYVINYL CHLORIDE PIPE (4" and above)

- _____ a. Polyvinyl Chloride (PVC) Pressure Pipe (AWWA C-900, SDR-18, 150 PSI, thickness class 51 or above)

RESTRAINT All fittings and specific pipe joints shall be restrained as outlined below (NO SUBSTITUTIONS):

JOINT

RESTRAINT

Push-On PVC

EBAA Iron Series 2800 Harness

Push-On DIP

TR-Flex by U. S. Pipe or Flex Ring by American or

EBAA Iron Series 1700 Megalug

Fittings with DIP

EBAA Iron Series 1100 Megalug

Fittings with PVC

EBAA Iron Series 2000 Megalug

BACKFLOW PREVENTERS Cross Connection Control (Water Service 5/8" to 1" for meters)

- _____ a. Ford - HHCA 31-323 (5/8" x 3/4") HHS 31-344 (1")
- _____ b. Watts - Series A7

VALVE BOX (Water or sewer service, adjustable screw type with locking cover, 5-1/4" shaft, 18" to 24" Ext., cover to be marked for service, Cast Iron ASTM-A48 Class 30.

- _____ a. Russco
- _____ b. Tyler Series 6850
- _____ c. Clow Series F-2450

** U. S. Foundry Series 7500 no longer cast*

SEWER COLLECTION AND TRANSMISSION MATERIALS REVIEW LIST

RESILIENT SEAT GATE VALVES; 4" through 12", UL/FM approved.

- _____ a. Mueller A-2360 (for 4" through 12", and 18" through 24");
Mueller A-2361 (for 14" and 16")
- _____ b. M & H Style 3067 or 3068
- _____ c. Clow F-6100 Series
- _____ d. American Series 2500

Valve coatings and linings to be fusion bonded epoxy.

PLUG VALVES, 16-inch and larger only.

- _____ a. Pratt
- _____ b. Dezurik

Valve coatings and linings to be fusion bounded epoxy.

TAPPING SLEEVE, Ductile iron with mechanical joints only.

- _____ a. M & H Style 1174/1274
- _____ b. American DIP AFC Tapping Sleeve
- _____ c. Mueller Mechanical Joint Tapping Sleeve H-615 Series
- _____ d. U. S. Pipe Mechanical Joint Tapping Sleeve

Sleeve coating to be asphalt; lining to be 401 ceramic epoxy.

* UL/FM approval required on shut-off RSGV for Double Detector check valves application only.
See Detector check Detector valve.

TAPPING VALVES shall be ductile iron short body Resilient seat gate valves to be used
up to 16" and gate valves for sizes larger than 16".

- _____ a. American #865 for 4" through 12"; #565 for 14"
- _____ b. M & H Style 4751 4" through 12"; 2751 14" through 24"
- _____ c. Mueller T-2360 (for 4" through 12")
Mueller H-667 (for 14" through 24")
- _____ d. U. S. Pipe #5860 + 3860 Double Disc \geq 20"

Note: Tapping Sleeve and Valve Manufacturer shall be the same. Valve coatings and linings to
be fusion bonded epoxy.

CHECK VALVES - Pump Stations

- _____ a. M & H Style 159-02
- _____ b. Clow
- _____ c. American Flow Control
- _____ d. APCO Swing Check
- _____ e. Golden Anderson

Note: Oil cushioned check valves for operating points over 100 feet of head.

DUCTILE IRON PIPE * (Class 51 min., Epoxy-coated interior, AWWA, ANSI, Water Service) Class 51 for 8" and above, and Class 52 for 4" and 6".

- _____ a. American Cast Iron Pipe Company
- _____ b. U. S. Pipe
- _____ c. McWane (Clow)

Exterior pipe coating to be asphalt; Linings to be Protecto 401 ceramic epoxy.

PVC gravity sewer shall be SDR35. Run from deepest manhole into pump station shall be DIP. All gravity lines deeper than ten (10) feet shall be SDR26.

Mechanical Joint with follower glands and other accessories shall be short body ductile iron conforming to AWWA C153.

- _____ a. Tyler
- _____ b. U. S. Pipe
- _____ c. American
- _____ d. Union Foundry (McWane Clow)
- _____ e. EBAA
- _____ f. Star Pipe

PVC SDR-35 SEWER PIPE/DUCTILE IRON PIPE ADAPTER use with all new construction. (Cast iron and ductile iron fittings with mechanical or push on joints conforming to AWWA C-153 or C-110 shall be allowed as alternative when PVC sizes are not available.)

- _____ a. Harco, Class 150
- _____ b. Flow Control
- _____ c. Quail

All manufacturer's pipe acceptable. Must be properly labeled as well as being AWWA/ANSI approved.

FLANGED ADAPTERS Ductile Iron

- _____ a. American
- _____ b. U. S. Pipe
- _____ c. Uniflanged, Series 200
- _____ d. Romac Style 613
- _____ e. Smith-Blair 912

MANHOLE RING AND COVER

- _____ a. U. S. Foundry 420-C

With "CITY OF MIRAMAR" cast in iron

Only concrete grade rings shall be used to set sanitary manhole rings & cover.

RESTRAINT All fittings and specific pipe joints shall be restrained as outlined below (NO SUBSTITUTIONS):

JOINT

RESTRAINT

Push-On PVC

Push-On DIP

Fittings with DIP

Fittings with PVC

EBAA Iron Series 2800 Harness

TR-Flex by U. S. Pipe or Flex Ring by American or

EBAA Iron Series 1700 Megalug

EBAA Iron Series 1100 Megalug

EBAA Iron Series 2000 Megalug

Note: Thrust blocked shall not be used.

AIR RELEASE VALVES (Provide appropriate valve for size and service intended)

- _____ a. Valmatic: Water - 38 or 45; Wastewater - 48SBW
- _____ b. Golden Anderson: Water - #945; Wastewater - #959
- _____ c. Apco

Couplings for use on existing facilities (VCP, etc.)

- _____ a. Fernco
- _____ b. Indiana Seal
- _____ c. Mission Coupling
- _____ d. Dallas
- _____ e. Rockwell 900 Series depending on service

VALVE BOX (Water or sewer service, adjustable screw type with locking cover, 5-1/4" shaft, 18" to 24" Ext., cover to be marked for service, Cast Iron ASTM-A48 Class 30.

- _____ a. Russco
- _____ b. Tyler Series 6850
- _____ c. Clow Series F-2450

** U. S. Foundry Series 7500 no longer cast*

VALVE BOX (Water or sewer service, adjustable screw type with locking cover, 5-1/4" shaft, 18" to 24" Ext., cover to be marked for service, Cast Iron ASTM-A48 Class 30.

- _____ a. Russco
- _____ b. Tyler Series 6850
- _____ c. Clow Series F-2450

** U. S. Foundry Series 7500 no longer cast*



**CITY OF MIRAMAR
OFFICE OF OPERATIONAL SERVICES**

FINAL ENGINEERING INSPECTION CHECKLIST

Permit No.: _____
Project Name: _____

This document is intended to set minimum City inspection criteria. Additional criteria may be required.

The Contractor shall use this checklist to perform a final inspection. It is the Contractor's responsibility to provide personnel to perform the manual aspects of the inspection (i.e., opening manhole lids, turning gate valves, operating fire hydrants, etc.)

A. Water Distribution System:

_____ 1. All features shall be installed according to the approved plans.

_____ 2. Fire Hydrants

- _____ a. Height (18" to 24" from finished grade to nozzle)
- _____ b. Direction (4-1/2" nozzle must face accessway)
- _____ c. Distance (5' minimum to 10' maximum from curb)
- _____ d. Fire hydrant must be plumb
- _____ e. Reflective pavement markers
- _____ f. Fire hydrant and fire hydrant gate valve shall be operational

- _____ 3. Valves
 - _____ a. Set to grade
 - _____ b. Concrete collar per City specifications
 - _____ c. Gate valves shall be operational
 - _____ d. Paint (paint valve box lid blue)
 - _____ e. Reflective pavement markers (place one (1) in the center of the adjacent drive lane)

B. Sewage Collection & Transmission System:

- _____ 1. All features shall be installed according to the approved plans.
- _____ 2. Collection System:
 - _____ a. Manhole rims shall be visible.
 - _____ b. Manhole rims shall be set to grade.
 - _____ c. Manhole rims shall be attached securely.
 - _____ d. Manhole rims shall be free of asphalt.
 - _____ e. Manhole interiors shall be painted with two (2) coats of approved paint.
 - _____ f. Manhole interiors shall be free of infiltration.
 - _____ g. All pipes shall be free of leaks and infiltration.
 - _____ h. Manholes located in grass areas shall have a concrete collar.
 - _____ i. Clean outs shall be set to grade.
- _____ 3. Force Main Transmission System:
 - _____ a. Force main gate valves have concrete collars set to grade.
 - _____ b. Place green reflective pavement markers in the center of the adjacent drive lane.
 - _____ c. Air release valves and manholes shall be free of any defects.
 - _____ d. The pump station shall be in full operational condition.
 - _____ e. The pump station shall be operational.
 - _____ f. Pump station site shall be accessible by truck via paved driveway.
 - _____ g. All pump station fixtures shall be operational.
 - _____ h. Pump station site shall be fenced and landscaped.

C. Drainage System and Grading:

- _____ 1. All features shall be installed according to the approved plans.
- _____ 2. Drainage structures, sumps, and pipes shall be free of debris.
- _____ 3. Catch basins outside paved areas shall have a concrete apron.

- _____ 4. Outfalls shall be complete and clear of debris.
- _____ 5. Inlets shall be free of filter fabric.
- _____ 6. Lake, canal, or ditch banks shall be to grade and slope as per approved plans.
- _____ 7. Erosion protection measures shall be in effect.
- _____ 8. Pollution retardant device shall be in place as per approved plans.
- _____ 9. Grates shall be secure.
- _____ 10. Pollution baffles shall be in place as required.

D. Pavement:

- _____ 1. All features shall be installed according to the approved plans.
- _____ 2. Alignments and cross-sections of all paved areas shall conform to the approved plans.
- _____ 3. Pavement:
 - _____ a. Pavement shall be clean.
 - _____ b. Pavement shall be free of potholes, cracks, and divots.
 - _____ c. Crown and grade of roadway shall conform to approved plans.
 - _____ d. Pavement markings and signage shall conform to the approved plans.
 - _____ e. Curbs shall be free of cracks and shall otherwise conform to the approved plans.
 - _____ f. Expansion joints shall conform to approved plans.
 - _____ g. Wheelchair ramps shall conform to approved plans.
 - _____ h. Parking spaces shall conform to approved plans.

E. Miscellaneous:

- _____ 1. Work of other utilities shall be complete.
- _____ 2. Site lighting and street lighting shall be operational.
- _____ 3. Street signs and traffic signs shall be in place.
- _____ 4. Permanent reference monuments (PRM's) with elevations shall be in place.
- _____ 5. All existing facilities disturbed during construction shall be restored.

Inspected by: _____

Signature:

Date:

APPENDIX G

- (1) Project Close-out Document Checklist (2 pages)** (pages 134-135)
- (2) Standard Layering Format (1 page)** (page 136)
- (3) Final Certification of Occupancy Checklist (1 pages)** (page 137)
- (4) Actual Cost Form (4 pages)** (pages 138-141)
- (5) Warranty Form**
 - (a) Corporate (1 page)** (page 142)
 - (b) Partnership (1 page)** (page 143)
 - (c) Trustee (1 page)** (page 144)
 - (d) Individual (1 page)** (page 145)
- (6) (a) Absolute Bill of Sale Partnership (2 pages)** (pages 146-147)
(b) Absolute Bill of Sale Corporation (2 pages) (pages 148-149)
- (7) Waiver & Release of Lien**
 - (a) Corporate (1 page)** (page 150)
 - (b) Partnership (1 page)** (page 151)
 - (c) Trustee (1 page)** (page 152)
 - (d) Individual (1 page)** (page 153)

Appendix G (continued)

(8) No Lien Affidavit

- (a) Corporate (2 pages)** (pages 154-155)
- (b) Partnership (2 pages)** (pages 156-157)
- (c) Trustee (2 pages)** (pages 158-159)
- (d) Individual (2 pages)** (pages 160-161)

(9) Maintenance Bond for Improvements (5 pages) (pages 162-166)

(10) Easement Document w/Opinion of Title (7 pages) (pages 167-173)

(11) License to Encroach into Easement (6 pages) (pages 174-179)

(12) Right of Way Deed with Opinion of Title (7 pages) (pages 180-186)

(13) Public Purpose Easement Form (5 pages) (pages 187-191)

PROJECT CLOSE-OUT DOCUMENTS

NAME: _____

TYPE: _____

LOCATION: _____

I. AS-BUILT DRAWINGS (All as-builts must have a cover sheet)

- _____ A. Three sets of signed and sealed as-built drawings (size 24" x 36")
- _____ B. One set of reproducible Mylar as-built drawings (size 24" x 36")
- _____ C. One set of reduced as-built drawings 11" x 17"
- _____ D. One set of reduced as-built drawings 8-1/2" x 11" (marked Exhibit "A" with page numbers as outlined below)
- _____ E. One soft copy of as-built drawings in AutoCAD release 14 or higher formatted as follows:
 - _____ 1. Must be in NAD83 State Plane Coordinates
 - _____ 2. Layers must be converted to the City of Miramar standard layering format [See Appendix G (2)]

II. ENGINEERING REQUIREMENTS

- _____ A. Regulatory Agency Approval letters (BCHD, DPEP, SBDD, BCTED, SFWMD, BCED, etc.)
- _____ B. Letter of Certification from Engineer of Record indicating that the paving, drainage, water, sewer and reuse (if applicable) systems were built according to the approved plans and specifications.
- _____ C. Operating manuals for appropriate equipments
- _____ D. Engineer's Daily Construction Reports
- _____ E. If the project includes a sewage pump station, a check for \$18,000 must be submitted to the City for the installation of a telemetry system and the purchase of an emergency backup generator.
- _____ F. For roadway projects, a certification letter for landscaping is required from City's Community Development Department.
- _____ G. Video tapes of sanitary gravity system

III. LEGAL DOCUMENTS

- _____ A. Absolute Bill of Sale [See Appendix G (6)]
- _____ B. Warranty (effective from the date of City's acceptance) [See Appendix G (5)]
- _____ C. Waiver and Release of Lien from Contractor [See Appendix G (7)]

- _____ D. No Lien Affidavit [See Appendix G (8)]
- _____ E. Easement Document [See Appendix G (10)]
- _____ F. Warranty Deed (if the project includes the conveyance of a pump station parcel or right-of-way) [See Appendix G (12)]
- _____ G. Opinion of Title (dated subsequent to the Easement Document) [See Appendix G (10)]
- _____ H. License to Encroach into Easement [See Appendix G (11)]

IV. MAINTENANCE BOND (from Developer) – Maintenance Bond shall be 25% of Exhibit “B”: itemized installation cost. The one-year maintenance period shall commence on _____ (date of Commission acceptance of these facilities).

V. LIST OF EXHIBITS

- _____ A. Exhibit “A” - 8-1/2" x 11" as-built drawing water, sewer, reuse, paving and drainage facilities (only those items to be accepted by the City) to serve _____.
- _____ B. Exhibit “B” - Certified Actual Cost of Construction of water, sewer, reuse, paving and drainage facilities (only those items to be accepted by the City)
- _____ C. Exhibit “C” - Sketch and Legal Description of Easement(s)/ Warranty Deed, signed and sealed by a Professional Surveyor and Mapper, in 8-1/2" x 11" format

STANDARD LAYERING FORMAT

LAYER NAME	DESCRIPTION	PEN NO.	COLOR	LINE WIDTH	LTYPE
0	ALL BLOCK RAW ENTITIES	7	White	0.007	Continuous
ABUILDING	BUILDING FOOTPRINTS	15	Maroon	0.01	Hidden
ADDRESS	LOT OR BLDG ADDRESS NUMBER	5	Blue		Continuous
ASBUILT MISC	MISC. ASBUILT INFO	7	White	0.007	Continuous
ACANAL	CANAL OR FLOWAGE EASEMENT/DEDICATION	131	Dark Cyan		Continuous
ACCESEASE	ROAD EASMENTS ACROSS PRIVATE PROPERTY	9	Grey		Continuous
ACENTER	CENTERLINE OF ALL ROAD RIGHTS-OF-WAYS	10	Bright Red		Center
ACITYLIMIT	CITY BOUNDARY	7	White	0.007	Border
ALAKE	LAKE DEDICATION	131	Dark Cyan		Continuous
APLATLINE	PLATTED AREA BOUNDARY LINES	6	Magenta		Continuous
APLATNAME	NAMES OF SPECIFIC PLATTED AREA	14	Maroon		Continuous
AROW	RIGHT OF WAY LINES	1	Red		Phantom1
ASECTION	SECTION LINES	3	Green		Divide
AUTILITY	ANY UTILITY EASEMENTS W/ TEXT	10	Bright Red		Dash
BLDG NOS	BUILDING NUMBERS (NOT ADDRESSES)	7	White	0.007	Continuous
BLOCK NOS	PLATTED BLOCK NUMBERS	4	Cyan		Continuous
STORM DRAIN	DRAINAGE STRUCTURES & LINES	15	Maroon		Continuous
GRID	MASTER CITY GRID W/ COORD NOS.	7	White	0.007	Dot2
LOT NOS	INDIVIDUAL LOT NUMBERS	4	Cyan	0.01	Continuous
DEAD INFO	OLD PLATS, OLD ROW	7	White	0.007	Continuous
PARCEL NAME	TRACT NAMES	4	Cyan	0.01	Continuous
PAVEMENT	EDGE OF PUBLIC CITY PAVEMENT	12	Dark Red	0.01	Hidden
PLOT BORD	STANDARD BORDER FOR ____ PLOT	7	White	0.007	Continuous
PLOT BORD2	STANDARD BORDER FOR ____ PLOT	7	White	0.007	Continuous
PRIV PAVT	EDGE OF PRIVATE PAVEMENT	254	Dark Grey	0.01	Continuous
PROPERTY	INDIVIDUAL LOT LINES	4	Cyan	0.01	Continuous
SEWER	ANY GRAVITY SEWER MAINS	3	Green	0.01	Continuous
SEWER TEXT	ALL SEWER TEXT	7	White	0.007	Continuous
SEWER LAT	ANY SEWER LATERAL TO BUILDINGS	40	Orange	0.01	Continuous
S_LIFT STATION	SEWER PUMPS	3	Green	0.01	Continuous
S_FORCE MAIN	ALL FORCE MAINS	3	Green	0.01	Dash
SIDE WALKS	CITY MAINTAINED SIDE WALKS	7	White	0.007	Continuous
STREET NAME	APPROPRIATE STREET NAMES	7	White	0.007	Continuous
TAX FOL	TAX FOLIO I.D	5	Blue	0.07	Continuous
TEMP	TEMPORARY LAYER	7	White	0.007	Continuous
TRAF SIGN	TRAFFIC SIGNS	7	White	0.007	Continuous
TR TEXT	TRAFFIC SIGN TEXT	7	White	0.007	Continuous
W_HYDRANT	FIRE HYDRANTS	5	Blue	0.01	Continuous
W-REUSE	RE-USE WATER LINES AND SERVICE	5	Blue	0.01	Dash
W-REUSE TX	RE-USE WATER LINES AND SERVICE TEXT	5	Blue	0.007	Continuous
WATER M	WATER MAINS AND WATER VALVES	5	Blue	0.01	Continuous
WATER SER	ANY WATER SERVICE TO BUILDINGS	5	Blue	0.01	Continuous
WATER TEXT	WATER DISTRIBUTION SYSTEM TEXT	7	White	0.007	Continuous
ZBUS	BUS STOP	15	Maroon	0.01	Continuous
ZCURB	PAVEMENT CURBING	15	Maroon	0.01	Continuous
ZDRIVEWAY	HOUSE DRIVEWAYS	7	White	0.007	Continuous
ZDUMPSTER	DUMPSTER LOCATION	15	Maroon	0.01	Continuous
ZFPL	FPL EASEMENTS	15	Maroon	0.01	Continuous
ZFUTURE	FUTURE DEVELOPMENT ON HOLD	7	White	0.007	Continuous
ZLANDSCAPE	CITY LANDSCAPING	3	Green	0.01	Continuous
ZMISC	ANY MISC ITEMS	7	White	0.01	Continuous
ZMEDIAN	MAJOR ROADWAY MEDIANS	15	Maroon	0.01	Continuous
ZPRESERVE	CYPRESS PRESERVE/BOUNDARIES	15	Maroon	0.01	Continuous
ZPROPOSED	ALL PROPOSED ENTITIES	254	Dark Grey	0.01	Continuous
ZRECREATION	RECREATION FACILITIES	7	White	0.007	Dash1
ZSIDEWALK	PRIVATE SIDEWALKS AND BIKEPATHS	15	Maroon	0.01	Continuous
ZSIGN	SUBDIVISION ENTRANCE	15	Maroon	0.01	Continuous
ZSTREETLIGHTS	DEVELOPMENT STREETLIGHTS	7	White	0.007	Continuous
ZWALL	RETAINING WALL, ETC	15	Maroon	0.01	Continuous

FINAL CERTIFICATION OF OCCUPANCY CHECKLIST

Prior to first building C.O. in parcel or subdivision:

- _____ 1. All project closeout documents must be executed and submitted.
- _____ 2. Ownership of water, sewer and reuse lines must be transferred to the City of Miramar.
- _____ 3. Easements must be dedicated to the City of Miramar.
- _____ 4. Must supply a copy of plat with folio numbers and street name in AutoCAD Release 14 or later.
- _____ 5. Improvements must be certified by the appropriate regulatory agency:
 - _____ a. Certification of the potable waterlines by the Broward County Health Department.
 - _____ b. Certification by Broward County Department of Natural Resource Protection for reuse mains, sanitary sewers and pump stations.
 - _____ c. Approval by South Broward Drainage District and/or South Florida Water Management District of the public and private drainage facilities.
 - _____ d. Approval by Broward County Traffic Engineering Division of the traffic control signs and pavement markings.
 - _____ e. Approval of other regulatory agencies as appropriate.

EXHIBIT "B"

ACTUAL COST OF CONSTRUCTION

PROJECT NAME: _____

DEVELOPER: _____

	Description	Quantity	Unit	Unit Price	Cost	Total
SITE PREP	Clearing & Grubbing		Acre			
	Excavation		CY			
	Filling		CY			
DRAINAGE						
TOTAL						
Pipe	15" RCP		LF			
	18" RCP		LF			
	21" RCP		LF			
	24" RCP		LF			
	30" RCP		LF			
	36" RCP		LF			
	42" RCP		LF			
	48" RCP		LF			
TOTAL						
STRUCTURES	Headwalls		EA			
	Curb Inlet		EA			
	Swale Inlet		EA			
	Manhole		EA			
	Pollution Retardant Basin		EA			
TOTAL						

SEWER	GRAV Sewer 0-6 cut - 8"		LF			
	GRAV Sewer 6-8 cut - 8"		LF			
	GRAV Sewer 8-10 cut - 8"		LF			
	GRAV Sewer 10-12 cut - 8"		LF			
	Manhole 0-6 cut		EA			
	Manhole 6-8 cut		EA			
	Manhole 8-10 cut		EA			
	Manhole 10-12 cut		EA			
	12" Force Main Dip		LF			
	4" Force Main PVC C900 DR18		LF			
	6" Force Main PVC C900 DR18		LF			
	8" Force Main PVC C900 DR18		LF			
	12" Force Main PVC C900 DR18		LF			
	Misc. Fittings		TN			
	Air Release Valve		EA			
	Pump Station		EA			
TOTAL						
WATER	6" C-900 DR-18 PVC Water Main		LF			
	8" C-900 DR-18 PVC Water Main		LF			
	12" C-900 DR-18 PVC Water Main		LF			
	6" Class 51 DIP Water Main		LF			
	8" Class 51 DIP Water Main		LF			

	12" Class 51 DIP Water Main		LF			
	1-1/2 PD Water Service Tubing		LF			
	2" PE Water Service Tubing		LF			
	6" Gate Valve		EA			
	8" Gate Valve		EA			
	12" Gate Valve		EA			
	Fire Hydrant Assembly		EA			
	Eclipse Model #88 Sample		EA			
	Air Release Valve and Vault		EA			
	Ductile Iron Fittings		TN			
	6" x 6" Tapping Sleeve & Valve		EA			
	8" x 6" Tapping Sleeve & Valve		EA			
	8" x 8" Tapping Sleeve & Valve		EA			
	12" x 6" Tapping Sleeve & Valve					
	12" x 8" Tapping Sleeve & Valve					
	12" x 12" Tapping Sleeve & Valve		EA			
TOTAL						
PAVING	1-1/4" Type S-1 with Prime		SY			
	3/4" type S-3 Asphalt w/Tack		SY			
	8" Limerock Base		SY			
	12" Compacted Subgrade		SY			

	Type "D" Curb & Gutter		LF			
	Type "F" Curb & Gutter		LF			
	Type IV Traffic Separator		LF			
	Pavement Marking & Signage		LS			
	Thermoplastic		LS			
TOTAL						
	TOTAL PROJECT COST					

CERTIFICATE

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: _____ Project Engineer: _____ Reg. No. _____

Public Improvement Maintenance Bond:

Cost = _____ X 25% = _____

WARRANTY

This Warranty, hereby made and entered into this _____ day of _____, 20 ____, by _____, whose _____ mailing _____ address _____ is: _____, who does hereby warrant to the City of Miramar (the City) the property described below to be free from defects in materials and workmanship for a period of (1) year from the hereof:

All facilities built and constructed to serve _____ located in _____, City of Miramar, Broward County, Florida, as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

The undersigned shall at no cost to the City, repair, replace or otherwise remedy such defects to the full and complete satisfaction of the City for a period of one (1) year from the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Warranty by its duly authorized officers or representatives on the day and year above written.

Name of Corporation

WITNESSES:

By: _____
Print Name: _____
Title: _____

WARRANTY

This Warranty, hereby made and entered into this ____ day of _____, 20 _____, by _____, a limited partnership, whose mailing address is: _____ who does hereby warrant to the City of Miramar (the City) the property described below to be free from defects in materials and workmanship for a period of (1) year from the hereof:

All facilities built and constructed to serve _____ located in _____, City of Miramar, Broward County, Florida, as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

The undersigned shall at no cost to the City, repair, replace or otherwise remedy such defects to the full and complete satisfaction of the City for a period of one (1) year from the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Warranty by its duly authorized officers or representatives on the day and year above written.

Name of Limited Partnership

WITNESSES:

By: _____

Print Name: _____
It' s General Partner

WARRANTY

This Warranty, hereby made and entered into this ____ day of _____, 20____, by _____, whose mailing address is:

who does hereby warrant to the City of Miramar (the City) the property described below to be free from defects in materials and workmanship for a period of (1) year from the hereof:

All facilities built and constructed to serve _____
_____ located in _____, City of
Miramar, Broward County, Florida, as shown on Exhibit "A"
attached hereto and made a part hereof and as more
particularly described on Exhibit "B" attached hereto and
made a part hereof.

The undersigned shall at no cost to the City, repair, replace or otherwise remedy such defects to the full and complete satisfaction of the City for a period of one (1) year from the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Warranty by its duly authorized officers or representatives on the day and year above written.

WITNESSES:

By: _____
Trustee

Print Name: _____

WARRANTY

This Warranty, hereby made and entered into this ____ day of _____,
20_____, by _____, whose mailing address
is:

who does hereby warrant to the City of Miramar (the City) the property described below
to be free from defects in materials and workmanship for a period of (1) year from the
hereof:

All facilities built and constructed to serve _____
_____ located in _____, City of
Miramar, Broward County, Florida, as shown on Exhibit "A"
attached hereto and made a part hereof and as more
particularly described on Exhibit "B" attached hereto and
made a part hereof.

The undersigned shall at no cost to the City, repair, replace or otherwise remedy such
defects to the full and complete satisfaction of the City for a period of one (1) year from
the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Warranty by its duly
authorized officers or representatives on the day and year above written.

WITNESSES:

By: _____
Individual

Print Name: _____

ABSOLUTE BILL OF SALE
(Partnership)

This Bill of Sale is made by _____,
a _____ corporation (Grantor) to the City of Miramar, a municipality organized
under the laws of the State of Florida (Grantee).

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00)
and other good and valuable consideration paid to Grantor by Grantee, the receipt and
sufficiency of which are hereby acknowledged, grants, bargains, sells, and transfers to
Grantee and Grantees successors and assigns, the following goods and chattels (the
Personalty):

All water and Sewer facilities built and constructed to serve
_____ located in the City of
Miramar, Broward County, Florida, as shown on the attached
Exhibit A and as more particularly described in the attached
Exhibit B.

To Have And To Hold the same unto Grantee and Grantees successors and
assigns forever.

Grantor represents and warrants to Grantee that Grantor is the lawful owner of
the Personalty; that the Personalty is free from all encumbrances; that Grantor as good
right to sell the Personalty, and that Grantor will warrant and defend the sale of the
Personalty against the lawful claims and demands of all persons whomsoever.

Grantor has duly executed this instrument, as of _____, 20_____.

Signed, sealed, and delivered in the presence of:

Print Name: _____ a _____ Partnership

Print Name: _____ Print Name: _____

Its: _____

STATE OF FLORIDA)
)ss
COUNTY OF BROWARD)

This foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of _____ a _____ corporation, on behalf of the Partnership. He/she is personally known to me or produced _____ as identification.

NOTARY PUBLIC, State of Florida

My Commission Expires:

Print Name: _____

ABSOLUTE BILL OF SALE
(Corporation)

This Bill of Sale is made by _____,
a _____ corporation (Grantor) to the City of Miramar, a municipality organized
under the laws of the State of Florida (Grantee).

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00)
and other good and valuable consideration paid to Grantor by Grantee, the receipt and
sufficiency of which are hereby acknowledged, grants, bargains, sells, and transfers to
Grantee and Grantees successors and assigns, the following goods and chattels (the
Personalty):

All water and Sewer facilities built and constructed to serve
_____ located in the City of
Miramar, Broward County, Florida, as shown on the attached
Exhibit A and as more particularly described in the attached
Exhibit B.

To Have And To Hold the same unto Grantee and Grantees successors and
assigns forever.

Grantor represents and warrants to Grantee that Grantor is the lawful owner of
the Personalty; that the Personalty is free from all encumbrances; that Grantor as good
right to sell the Personalty, and that Grantor will warrant and defend the sale of the
Personalty against the lawful claims and demands of all persons whomsoever.

Grantor has duly executed this instrument, as of _____, 20_____.

Signed, sealed, and delivered in the presence of:

Print Name: _____ a _____ corporation

Print Name: _____ Print Name: _____

Its: _____

STATE OF FLORIDA)
)ss
COUNTY OF BROWARD)

This foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of _____ a _____ corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

NOTARY PUBLIC, State of Florida

My Commission Expires:

Print Name: _____

WAIVER AND RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____
in consideration of payment in the sum of \$10.00 (Ten and No/100 Dollars), receipt of which is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, does hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereinafter have, against certain improvements, situated in the City of Miramar, Broward County, Florida, as described as:

All facilities built and constructed to serve _____ located in the City of Miramar, Broward County, Florida as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

on account of work and labor performed, and/or materials furnished in, to, or in the improvements above described, or any part thereof.

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for materials furnished or work done up until _____ (Date). The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said improvements, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of said improvements, to the extent of the payment herein referred to, have been fully paid.

Dated this _____ day of _____, 20____.

WITNESSETH:

Name of Corporation

By: _____
Name:

Title:

WAIVER AND RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____
in consideration of payment in the sum of \$10.00 (Ten and No/100 Dollars), receipt of which is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, does hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereinafter have, against certain improvements, situated in the City of Miramar, Broward County, Florida, as described as:

All facilities built and constructed to serve _____ located in the City of Miramar, Broward County, Florida as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

on account of work and labor performed, and/or materials furnished in, to, or in the improvements above described, or any part thereof.

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for materials furnished or work done up until _____ (Date). The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said improvements, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of said improvements, to the extent of the payment herein referred to, have been fully paid.

Dated this _____ day of _____, 20____.

WITNESSETH:

Name of Partnership

By: _____
Name:

Title:

WAIVER AND RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____
in consideration of payment in the sum of \$10.00 (Ten and No/100 Dollars), receipt of which is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, does hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereinafter have, against certain improvements, situated in the City of Miramar, Broward County, Florida, as described as:

All facilities built and constructed to serve _____ located in the City of Miramar, Broward County, Florida as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

on account of work and labor performed, and/or materials furnished in, to, or in the improvements above described, or any part thereof.

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for materials furnished or work done up until _____ (Date). The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said improvements, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of said improvements, to the extent of the payment herein referred to, have been fully paid.

Dated this _____ day of _____, 20____.

WITNESSETH:

Name of Trustee

By: _____
Name:

Title:

WAIVER AND RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____
in consideration of payment in the sum of \$10.00 (Ten and No/100 Dollars), receipt of which is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, does hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereinafter have, against certain improvements, situated in the City of Miramar, Broward County, Florida, as described as:

All facilities built and constructed to serve _____ located in the City of Miramar, Broward County, Florida as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

on account of work and labor performed, and/or materials furnished in, to, or in the improvements above described, or any part thereof.

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for materials furnished or work done up until _____ (Date). The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said improvements, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of said improvements, to the extent of the payment herein referred to, have been fully paid.

Dated this _____ day of _____, 20____.

WITNESSETH:

Name of Individual

By: _____
Name:

Title:

WITNESSES:

(Name of Corporation)

By: _____
Individually, and on behalf of the
Corporation

SWORN TO AND SUBSCRIBED before me this _____ day
of _____, 20 _____.

Notary Public, State of Florida
At Large

WITNESSES:

(Print Name of Partnership)

(Signature of Individual on
behalf of the Partnership)

By: _____
(Print Name of Individual on
behalf of the Partnership)

SWORN TO AND SUBSCRIBED before me this _____ day of
_____, 20 ____.

Notary Public, State of Florida
At Large

WITNESSES:

(Signature of Trustee)

By: _____
(Print Name of Trustee)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20 _____.

Notary Public, State of Florida
At Large

NO LIEN AFFIDAVIT

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

Before me, the undersigned authority, personally appeared (“Affiant”), who being by me first duly sworn, on oath, deposes and says:

1. Affiant is the Individual of _____ (the “Individual”).
2. That the Individual is the owner of the following described property, to wit:
3. That the above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for real estate and personal property taxes for the year _____.
4. That within the past ninety (90) days there have been no improvement, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
5. That there are no mechanic’s, material-men’s, or laborer’s liens against the above described property.
6. That the personal property contained on said property or on the said premises, and which, if any, is being sold to the purchaser(s) mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.
7. That Affiant, in the operation of said property, complied in all respects with the Sales Tax Law of the State of Florida.
8. That Affiant knows of no violations of City or County Ordinances, or State or Federal law pertaining to the above described property.
9. That this Affidavit is made for the purpose of inducing the City of Miramar to accept transfer of said property from Affiant.
10. That no judgment or decree has been entered in any court of this state or the United States against said Affiant which remains unsatisfied.
11. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or has heard read to them, the full facts of this Affidavit and understand its context.

WITNESSES:

(Signature of Individual)

By: _____
(Print Name of Individual)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20 ____.

Notary Public, State of Florida
At Large

MAINTENANCE BOND FOR IMPROVEMENTS

MAINTENANCE BOND GIVEN BY: _____

AND _____

TO THE CITY OF MIRAMAR.

Maintenance bond given by _____,
as PRINCIPAL, a _____ existing under the laws of the State of
_____, of _____
(Address)
_____ City of _____
County of _____, State of _____

AND

_____, as SURETY, a surety company and/or
insurance company incorporated under the laws of the State of _____,
or a partnership pursuant to the laws of the State of _____ and
authorized to transact surety in the State of Florida.

TO

**THE CITY OF MIRAMAR, as OBLIGEE, a municipal corporation, pursuant to
the laws of the State of Florida.**

BY THIS BOND, We _____
as PRINCIPAL and _____
as SURETY, a corporation incorporated under the law of the State of
_____, or a _____ partnership under the laws of the State
of _____ and authorized to do business in the State of Florida and on the
list of surety companies approved by the Treasurer of the United States, are bound to
the City of Miramar, as the OBLIGEE, hereinafter referred to as CITY, a municipal

corporation pursuant to the laws of the State of Florida, in the full sum of _____ (United States Dollars) (\$_____), for payment of which PRINCIPAL and SURETY jointly and severally bind ourselves, our successors, assigns, and personal representatives.

SEALED with our Seals, signed and delivered this _____ day of _____, 20_____.

WHEREAS, PRINCIPAL has applied to the City for acceptance of certain _____
(Specify type of improvement: water, sewer, reuse, paving, drainage)
subdivision improvements for _____; and
(Name of Project)

WHEREAS, the Code of the City of Miramar requires that adequate security be posted to insure prompt repair or replacement of those subdivision improvements accepted by the City, and

WHEREAS, PRINCIPAL is required to, within fifteen (15) calendar days of being notified by the City's Director of Public Works/Utilities, repair or replace damaged or defective subdivision improvements for _____ attached hereto and
(Name of Project)
and incorporated herein,

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if PRINCIPAL;

1. Corrects defects or repairs damage to subdivision improvements in a timely manner as specified by the Director of Public Works/Utilities; and
2. Pays promptly all persons, firms and corporations that supply labor, materials and supplies used in the repair and replacement of the subdivision improvements, for a period of twelve (12) continuous months from _____ (Date of Acceptance)
3. At the end of the one year maintenance period, the sanitary sewer system shall be cleaned and televised. The storm sewer system shall be cleaned free of any

accumulated sediment during said maintenance period. Then this Surety Bond shall be void; otherwise it remains in full force.

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL fails or refused to repair or replace damaged or defective subdivision improvements, the CITY has the right to recover the full amount of this Surety Bond for the purpose of the amount due to the CITY up to the face amount of the Bond by letter signed by the Director of Public Works/Utilities, or a designee, stating that the PRINCIPAL has defaulted on its obligation to complete the required repairs. PRINCIPAL and SURETY also understand, in the event the CITY elects to collect monies from SURETY and the funds recovered thereby prove insufficient to complete the repairs, the PRINCIPAL shall be liable hereunder to pay to the CITY upon the completion of the repairs the final total cost thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, direct or consequential, which the CITY may sustain because of PRINCIPAL'S failure to comply with all of the requirements hereof.

In the event the CITY receives a Notice of Cancellation of this Surety Bond and a substitute form of security is not received by the CITY sixty (60) calendar days prior to the cancellation date, the PRINCIPAL shall be deemed in default and the provisions herein shall apply.

PRINCIPAL and SURETY jointly and severally understand and agree that the failure to complete the designated repairs within fifteen (15) calendar days after written notice from the CITY to do so, shall be deemed a default and refusal to comply with the requirements of this Maintenance Bond.

This Maintenance Bond shall remain in full force and effect for a period of one (1) year, beginning on _____ and ending _____

(Date of Acceptance)

IN WITNESS WHEREOF the PRINCIPAL has caused this Bond to be executed by its President and attested by its Secretary and its corporate seal to be affixed or by its general partner; the SURETY has caused this Bond to be executed in its name by its Attorney-In-Face duly authorized thereunto so to do, and its corporate seal to be affixed, all on the date first written above.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

PRINCIPAL

ATTEST:

Secretary

President of PRINCIPAL

(SEAL)

WITNESSES:

General Partner

SURETY

SEAL

Signed, Sealed and Delivered

By: _____
As SURETY

In the Presence of:

EASEMENT

This Easement (the Easement) is made this _____ day of _____ 20____, by _____, (Grantor) whose address is _____ to and in favor of the City of Miramar, a municipality organized under the laws of the Florida (Grantee) whose address is 2300 Civic Center Place, Miramar, Florida 33025.

RECITALS:

- A. Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on Exhibit "C" attached hereto and made a part of this Easement (the Easement Property).
- B. Grantor wishes to grant an easement for utilities and vehicular and pedestrian ingress and egress over, under, across and upon the Easement Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/00 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

- 1. Grant of Easement. Grantor does hereby grant and convey to Grantee an easement over, under, across and upon the Easement Property for the purpose of:
 - 1.1 Constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting water transmission and distribution facilities and all appurtenances and/or equipment associated therewith, and/or sewage transmission and collection facilities and all appurtenances and/or equipment associated therewith, and/or any and all drainage facilities all as may be required by the Grantor.

- 1.2 Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.
2. Grantee's Use of Easement. Grantee shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 1 of this Easement.
3. Grantor's Use of Easement. Grantor shall have the right to make any use of this Easement that does not interfere with Grantee's use. Specifically, no other easement shall be granted that would allow the other easement holder to install anything that would run parallel with Grantee's water or sewer lines without prior written consent of the Grantee. Any easement crossing this Easement shall contain language prohibiting the easement holder from installing anything within eighteen inches of Grantee's water or sewer lines.
4. Perpetual Duration. This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by Grantor or Grantee or their respective heirs, successors or assigns.
5. Covenants of Grantor. Grantor hereby warrants and covenants that:
 - 5.1 Grantor is the owner of fee simple title to the Easement Property.
 - 5.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantee.
 - 5.3 Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.
6. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for compensatory damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then the prevailing party in such suit shall be entitled to receive reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.
7. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph of this Easement.

Witnesses:

GRANTOR:

Print Name: _____ a _____ Corporation

By:

Print Name: _____ Print Name:

Its:

STATE OF FLORIDA)
)ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ a _____ corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification and who did (not) take an oath.

NOTARY PUBLIC, State of Florida

My Commission Expires:

Print Name: _____

OPINION OF TITLE

TO: CITY OF MIRAMAR

With the understanding that this Opinion of Title is furnished to the City of Miramar, Florida, as inducement for execution of an agreement covering the real property, hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I have examined a complete Abstract of Title or Policy of Title Insurance by _____ dated _____ covering the period from the beginning to the _____ day of _____, 20____ at the hours of _____, inclusive, of the following described property:

See Exhibit "A" attached hereto and by this reference made a part hereof.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Subject to the following encumbrances, liens, and other exceptions:

1. RECORDED MORTGAGES:

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS & JUDGMENTS:

3. GENERAL EXCEPTIONS:
 - a. Taxes for 2000 and subsequent years and taxes or special assessments which are not shown as existing liens by the Public Records.
 - b. Rights or claims of parties in possession not shown by the Public Records.
 - c. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
 - d. Easements or claims of easements not shown by the Public Records.
 - e. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

- f. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. SPECIAL EXCEPTIONS:

All of the foregoing recorded in the Public Records of Broward County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of the encumbrances and/or exceptions listed above will restrict the use of the property for the purposes set forth in the agreement, assignment, warranty deeds, easement, covenant and unity of title, as applicable.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION NUMBER</u>
	Owner	
	Mortgagee	

The following is a description of the aforementioned abstract and its continuations:

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u>NO OF ENTRIES</u>	<u>PERIOD COVERED</u>
---------------	---------------------------	----------------------	-----------------------

I HEREBY CERTIFY that the legal description in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and a member in good standing of the Florida Bar.

Respectfully submitted, this _____ day of _____, 20____.

Name

Firm Name

Address

Florida Bar No.

STATE OF FLORIDA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who (check one) [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC, State of Florida

Print Name

My Commission Expires:

**Revocable License Agreement
to Encroach into Easement**

(Building Permit/Site Plan Process No. _____)

THIS REVOCABLE LICENSE AGREEMENT, is entered into this ____ day of _____, 20____, by and between _____ (“Owner”), whose address is _____ and the CITY OF MIRAMAR, FLORIDA, a Florida municipal corporation (“City”).

WHEREAS, Owner desires permission from the City to encroach upon a public utility easement owned by the City; and

WHEREAS, Owner has requested that City grant it this Revocable License to utilize that public utility easement for the purposes set forth in this Revocable License Agreement; and

WHEREAS, City is willing to grant Owner this Revocable License for the purposes set forth herein, subject to certain terms and conditions

WHEREAS, in consideration of receipt of this Revocable License, Owner agrees to be bound by the limiting conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are made a part of this Revocable License Agreement by this reference.

2. **Access.** Owner acknowledges that access to the ____ foot public utility easement running along the _____ portion of the property at _____ Miramar, Florida, and legally described as _____ (the “Property”), may be limited due to the construction of a _____ (as reflected on the sketch or survey attached as Exhibit “A”) encroaching into the above referenced access easement. In the event the City or a public utility wishes to obtain ingress and/or egress to this easement for any purposes including, but not limited to, installation, maintenance

or repair of facilities, Owner agrees that it shall, at its sol expense, remove any and all structures, landscaping and other material in the easement. In the event the Owner fails to comply within thirty (30) days notice, City may remove any and all structures, landscaping and other material in the easement and Owner shall be responsible for all removal costs. Owner bears all risk of loss as to monies expended in furtherance of the use, and City may then lien Owner's property for any and all such expenses incurred.

3. Costs. Owner agrees to pay all investigative costs, court costs and reasonable attorneys' fees resulting from any successful action taken by City to obtain compliance with the conditions of this Revocable License or removal of the use.

4. Indemnification. Owner shall, at all times hereafter, indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses and expenses, arising out of or relating to this Revocable License or any encroachment on the Property including, but not limited to, claims, damages, losses or expenses resulting from bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property including the loss of or loss of use resulting therefrom. This obligation expressly includes any alleged or actual negligence by City as to all activities regarding the easement, including enforcement of said conditions. Nothing in the Revocable License shall be construed to limit the rights, privileges or immunities accorded to the City by Section 768.28, Florida Statutes, as amended from time to time. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

5. Defense. Owner agrees to defend the City against any claims brought, or actions filed, against City with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, Owner agrees to employ attorneys selected by the City to appear and defend the claim or action on behalf of City, at the expense of Owner. City, subject to Owner review and approval, shall have the authority for the direction of the defense. The City Commission shall review and decide upon the acceptability of any compromise or settlement of any claims or actions against City.

6. Assignability. In the event the Owner sells or in any way conveys the Property to another party, Owner shall either remove the encroachment or, with the written consent of the City, may assign and delegate to that party the rights and responsibilities set forth hereunder through execution by that party of a replacement Revocable License Agreement with the City.

7. Applicable Law and Venue. This Revocable License shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Revocable License shall be in Broward County, Florida.

8. Term. This is an annual Revocable License, automatically renewable each year unless terminated pursuant to Section 11 of this License.

9. Termination. This Revocable License is only a right to use, and grants no estate or ownership rights in the Property. This Revocable License may be cancelled by the City at any time during the term hereof at its sole discretion. This Revocable License may be terminated by Owner by removing the encroachment, by returning the Property to its original condition and by notifying the City of said removal in writing. Upon confirmation of the foregoing, the City shall provide Owner with a release of this License for Owner to record at Owner's expense.

10. Use of Property. Owner shall use and occupy the Property under this Revocable License for _____ (describe encroachment). The Property shall not be used for any other purpose whatsoever without written consent of the City. Owner covenants that Owner will not, without written consent of the City, permit the Property to be used or occupied by any person, firm, entity or corporation other than Owner and Owner's agents. Owner further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said Property, and no act shall be permitted and nothing shall be kept in or about said Property, which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said Property. Owner shall not permit the Property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

11. Alterations and Improvements to Property. Owner may not make any alteration, adjustment, partition, addition or improvement to the Property or any part thereof without first obtaining the written consent of the City. All requests by the Owner shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions or improvements to the Property shall remain the exclusive property of the City. All such alterations or improvements shall be made at the sole cost and expense of the Owner. Owner shall keep the premises in a clean, safe and sanitary condition.

12. Inspections. The City or its agents, or any authorized employee of said agent, may enter upon said Property at all reasonable times and hours to examine same to determine if Owner is properly maintaining the Property pursuant to this Revocable License.

13. Amendments. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

14. Severance. In the event this Revocable License or a portion of this License is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Owner elect to terminate this License.

15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto, any document or events referred to herein or any document incorporated into this Revocable License by reference or a term, statement, requirement or provision of this License, the term,

statement, requirement or provision contained in this License shall prevail and be given effect.

16. Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Revocable License that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as this License.

17. Compliance With Laws. Owner shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

18. Surrender Upon Termination. Upon termination in accordance with paragraph 9 above, Owner shall peaceably surrender and deliver the licensed Property to the City, or its agents. Owner further agrees that it will leave the licensed Property in the condition existing at the commencement of this Revocable License, with all alterations, adjustments, partitions, additions or improvements excepted and any normal wear and tear excepted, subject to the repair and maintenance obligations provided in this Revocable License.

19. Waiver. Failure of the City to insist upon strict performance of any covenant or condition of this Revocable License Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Revocable License Agreement shall be waived or modified except by the parties hereto in writing.

20. Notices. Any notice or demand, which under the terms of this Revocable License or by any statute or ordinance, given or made by a party hereto, shall be in writing and shall be given by certified U.S. mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

Notice to the City shall be addressed to:

City of Miramar
Robert A. Payton, City Manager
2300 Civic Center Place
Miramar, FL 33025

Notice to the Owner shall be addressed to:

21. Recordation. This Revocable License shall be recorded in the Public Records of Broward County with the Owner paying for the costs of such recordation.

22. City Attorney Approval. The City Attorney has approved the standard, pre-printed terms and conditions set forth in this Revocable License as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are specifically endorsed and approved by the City Attorney.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Revocable License as of the day and year first above written.

Attest:

CITY OF MIRAMAR, FLORIDA

Yvette M. McLeary, City Clerk

By: _____
Robert A. Payton, City Manager

Witnesses as to Owner

OWNER

(Sign / Print Name)

By: _____
(Signature)

(Print Name)

(Sign / Print Name)

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who (check one) [] is personally known to me or [] produced _____ as identification.

SEAL

Notary Public, State of Florida

Print Name: _____
My commission expires:

This instrument prepared by:

Property Appraiser's Parcel

Identification No. _____

Grantee Tax payer's Identification No. _____

RIGHT OF WAY DEED TO CITY OF MIRAMAR
Conveys the Title for Highway Purposes

THIS INDENTURE, made this ____ day of _____, A.D. 20____, by and between _____, a _____, having its principal address at _____, in said State, party of the first part, and the **CITY OF MIRAMAR**, a Florida municipality, and its successors in interest, party of the second part.

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the party of the second part, and its successors in interest, for the purpose of a public highway and purposes incidental thereto, the following described land, situate, lying and being in the County of Broward, State of Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

It is the intention of the party of the first part by this instrument to convey to the said City, and its successors in interest, the land above described for use as a public highway and for all purposes incidental thereto.

It is expressly provided that if and when said highway shall be lawfully and permanently discontinued, the title to the said above described land shall immediately revert to the party of the first part, its successors and assigns, and it or they shall have the right to immediately re-possess the same.

And the said party of the first part will defend the title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

IN WITNESS WHEREOF, the said party of the first part, has executed this instrument the day and year first above written.

**Signed, Sealed, Attested
and Delivered in our presence:**

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____, a _____ on behalf of the _____, who is personally known to me (_____) or has produced _____, as identification.

SEAL

NOTARY PUBLIC

My Commission Expires:

Print or Type Name of Notary Public

9. That to the best of Affiant's knowledge there are no unrecorded easements or claims of easements affecting the Property or any portion thereof.

10. That the Property does not constitute all or substantially all of the assets of the _____.

11. That there are no matters pending against the _____ that could give rise to a lien that would attach to the Property or any portion thereof between _____, 20____, and the recording of the Quit Claim Deed from the _____ to the City of Miramar, a Florida municipal corporation ("Grantee") and that the _____ has not and will not execute any instrument that would adversely affect the title to or transfer of the Property or any portion thereof from the _____ to Grantee.

12. Affiant recognizes that Grantee is materially relying on the veracity of the contents of this Affidavit, and that this Affidavit is being given for the purpose of inducing Grantee to accept a dedication of the Property from the _____.

FURTHER AFFIANT SAYETH NAUGHT.

Type Name & Title

Sworn to and subscribed before me this _____ day of _____, 20____, who (check one) [] is personally known to me or [] has produced _____ as identification.

SEAL

NOTARY PUBLIC

My Commission Expires:

Print or Type Name of Notary Public

OPINION OF TITLE

To: City of Miramar

With the understanding that this Opinion of Title is furnished to the City of Miramar, Florida, as inducement for execution of an agreement covering the real property, hereinafter described or for acceptance of a warranty deed, easement, covenant or unity _____ of title, as applicable, it is hereby certified that I have examined a complete Abstract of _____ Title or Policy of Title Insurance issued by dated _____ covering the period from the beginning to the day of _____, 20_____, at the hours of _____, inclusive, of the following described property:

See Exhibit "A" attached hereto and by this reference made a part hereof.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:**

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

3. **GENERAL EXCEPTIONS:**
 - a. Taxes for 20_____ and subsequent years and taxes or special assessments which are not shown as existing liens by the Public Records.
 - b. Rights or claims of parties in possession not shown by the Public Records.
 - c. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
 - d. Easements or claims of easements not shown by the Public Records.
 - e. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

- f. Any adverse claim to all or any part of the land that is now under water or which has previously been under water but filled or exposed through the efforts of man.

4. **SPECIAL EXCEPTIONS:**

All of the foregoing recorded in the Public Records of Broward County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of the encumbrances and/or exceptions listed above will restrict the use of the property for the purposes set forth in the agreement, assignment, warranty deeds, easement, covenant and unity of title, as applicable.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
	Owner	
	Mortgagee	

The following is a description of the aforementioned abstract and its continuations:

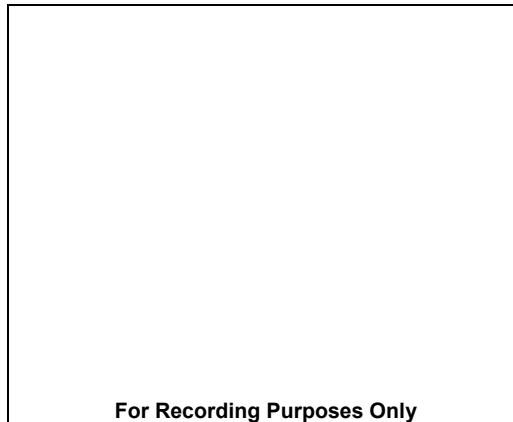
<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>

I HEREBY CERTIFY that the legal description in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

WEISS SEROTA HELFMAN PASTORIZA
BONISKE COLE & GUESES, P.A.
2300 Civic Center Place
Miramar, FL 33025
(954) 763-4242



For Recording Purposes Only

PUBLIC PURPOSE EASEMENT

THIS PUBLIC PURPOSE EASEMENT ("Easement") is made and entered into this _____ day of _____, 20_____, by and between _____ ("Grantor") whose address is _____ to and in favor of the City of Miramar, a municipality organized under the laws of Florida ("Grantee") whose address is 2300 Civic Center Place, Miramar, Florida 33025.

RECITALS

1. GRANTOR is the owner of fee simple title to a parcel of real property located in Broward County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Property") and is in possession thereof.

2. GRANTOR is hereby granting this Easement for the purpose of

("Public Facility")

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant the following easement as hereinafter set forth:

1. **Recitals**. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement**. GRANTOR does hereby grant and convey to the GRANTEE and its licensees, agents independent contractors, a non-exclusive

easement, in, over, upon, across and through the Property for the above-stated purpose including, but not limited to: constructing, operating, maintaining and improving the above-stated Public Facility as well as ingress and egress in, over, under, upon, across and through the Property with full rights and authority to enter upon the Property.

3. Use of Easement. GRANTEE shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 hereof. GRANTOR hereby covenants with GRANTEE that GRANTEE shall have quiet and peaceful possession, use and enjoyment of the easement granted herein.

4. Covenants Running with the Land. This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns. If it is determined by the GRANTEE, by action of its elected body, that the Easement may be modified or abandoned, or no longer needed for the above-stated public purpose, the unused property interest shall revert to the GRANTOR, its heirs, successors or assigns.

5. Perpetual Duration. This Easement shall be perpetual in duration.

6. Rights Reserved. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. GRANTOR shall have the right to use the Property, or any portion thereof, or any property of GRANTOR adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of GRANTEE.

7. Miscellaneous. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both GRANTOR and GRANTEE and recorded in the Public Records of Broward County, Florida. If GRANTOR or GRANTEE obtains a judgment against the other party by reason of breach of this Easement, attorneys' fees and costs, at both the trial and appellate levels shall be included in such judgment. This Easement shall be interpreted in accordance with the laws of the State of Florida, both substantive and remedial. This Easement sets forth the entire agreement between GRANTOR and GRANTEE relating to the easement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused these presents to be executed as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

GRANTOR:

_____,
a _____ corporation

By: _____

Print Name: _____

(Corporate Seal)

WITNESSES:

Print Name: _____

Print Name: _____

GRANTEE:

CITY OF MIRAMAR, a Florida municipal corporation

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

APPENDIX H

- (1) Utility Rights-of-Way Use Permit Application Form (3 pages)**
(pages 193-196)

City of Miramar
2200 Civic Center Place
Miramar, FL 33025
(954) 602-3304



UTILITY RIGHTS-OF-WAY USE PERMIT

(This permit is only required if the work location is owned or controlled by the City of Miramar and within its municipal boundaries)

(Good for One Year from the Date of Issuance)

FOR OFFICE USE ONLY - DO NOT USE

Permit No. UP- _____ Issue Date _____

Utility Company Job Identification No. _____

Permit Fee \$ _____ Deferred _____ Receipt No. _____

Owner/Registrant's Name: _____ Phone: (____) _____

Fax No.: (____) _____

Address: _____

City: _____ State: _____ Zip: _____

Work Location: _____

Contractor's Name: _____ Phone: (____) _____

Emergency Phone: (____) _____

Fax No.: (____) _____

Address _____

City: _____ State: _____ Zip: _____

State Reg. No. _____ (or) Broward County Certif. Competency No. _____

Liability Insurance Company: _____ Policy No. _____

APPLICATION IS HEREBY MADE for permission to place and maintain, within the Public Rights-of-Way, Easements or Public Property, the below described project in accordance with the plans and specifications herewith submitted and subject to all Codes, Ordinances and Regulations of the City of Miramar, Florida, and all provisions of the Laws of the State of Florida, whether herein stated or not.

WORK DESCRIPTION

Job Name & Description of Work: _____

Job Address: _____ Miramar, Broward County, Florida

Bonding Company (if applicable) _____ Phone: (____) _____

Fax No.: (____) _____

Bonding Company Address: _____

City: _____ State: _____ Zip: _____

Bond Identification No.: _____ Bond Amount: _____

Engineer: _____ Phone: (____) _____

Fax No.: (____) _____

Engineer's Address: _____

City: _____ State: _____ Zip: _____

Engineer's Registration No.: _____

Permit Conditions

In consideration of the issuance of the above permit I/we agree:

1. To be responsible for the preparation and execution of the maintenance of traffic, obtain the required approvals, and take all the necessary precautions to protect the public.
2. To advise the Fire, Police and Public Works/Utilities Departments in advance of any blockage of through traffic by the above work, and upon termination of such blocking.
3. To call for utility location as stated in the State Statute (Chapter 556, F.S.)
4. Not to share the same trench with the water and wastewater lines.
5. To do all the work in compliance with the applicable standards of the departments having jurisdiction, to call for inspections, and to properly restore the ground and the infrastructure to its original condition within 30 days of the date of this permit.
6. To remove or relocate the utility/facility as directed by the City, at no cost to the City, when the utility/facility conflicts with the location of existing or future City improvements.
7. To guarantee the above restoration for a period of one-year from completion and to immediately repair it, should the restoration become unsatisfactory to the City.
8. To comply with all other conditions and regulations concerning the use of the City's Rights-of-Way as set forth in the City's Code of Ordinances.
9. It shall be the responsibility of the Owner's Engineer, The Owner/Developer, and the Contractor to obtain all necessary permits required from the permitting agencies, including but not limited to BCED and FDOT, and to comply with the permit requirements.
10. All utilities installed using direction bores shall be a minimum depth of 15 feet below ground except at entry and exit pits.
11. Prior to requesting utility locations through the Sunshine One Call, the contractor must hold an on-site meeting with a representation from Public Works/Utilities Department. The purchase of the meeting is to confirm proposed alignment as well as location of entry and exit pits in the field. Call (954) 802-6086 to request a meeting.
12. Following the Sunshine Utility locations and prior to commencement of construction, the contractor shall receive a sketch depicting approved field alignment of proposed construction from the Public Works/Utilities Department.

Item	Conduit Length (Feet)	** Trench Width (Feet)	Size & Number of Conduits	LOCATION (Please label appropriate box with "distance". Indicate complete location in space provided below chart.)			Permit Fee (\$)
				Street	Easement	Right-of-Way	
Gas Line							
Cable TV ___ AT&T ___ Comcast ___ Telemedia							
BellSouth							
FPL							
Communications Facilities							N/A *
Underground Electric							
Landscaping/Irrigation							
Other							
Total							

LOCATION DESCRIPTION: _____

* Pursuant to the Code of Ordinances of the City of Miramar, a communications services provider may be required to pay compensation for use of the City's Rights-of-Way in conjunction with the filing of this application.

** For directional bore, trench width equals zero (0) feet.

Acknowledgement

I, the undersigned, agree that all the information is correct to the best of my knowledge, and that all necessary licenses, registrations, franchises and/or insurance coverages have been obtained and are valid. I agree to conform to all rules and regulations of the City of Miramar and other agencies having jurisdiction, and to defend, indemnify and hold the City of Miramar and other agencies having jurisdiction, and to defend, indemnify and hold the City of Miramar harmless against any and all liability, loss, cost, damage or expense which may accrue because of negligence, misconduct in the performance, or lack of performance, related to the above work. I also agree to the above permit conditions and **shall notify the City upon completion of the work for the City to inspect the work site.**

Owner/Registrant's Signature: _____ Date: _____

Contractor's Signature: _____ Date: _____

GENERAL INSTRUCTIONS

1. Submit one original application forms completely filled out.
2. Sign and date each application form.
3. Attach copies of the state and local certifications, liability insurance coverage form naming the City of Miramar as an additional insured against third party losses or claims.
4. The permit will not be released until the fee is fully paid.
5. The permit may not be issued if the applicant has an outstanding debt with the City of Miramar.
6. A sketch showing the location and a layout of the proposed work.
7. Submit the application to 2200 Civic Center Place, Miramar, Florida 33025
8. For additional information, you may contact (954) 602-3304

CERTIFICATION

Certified by: _____ Date: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY – DO NOT USE

Application Approved by:

City of Miramar
Engineering Services Department

Remarks: