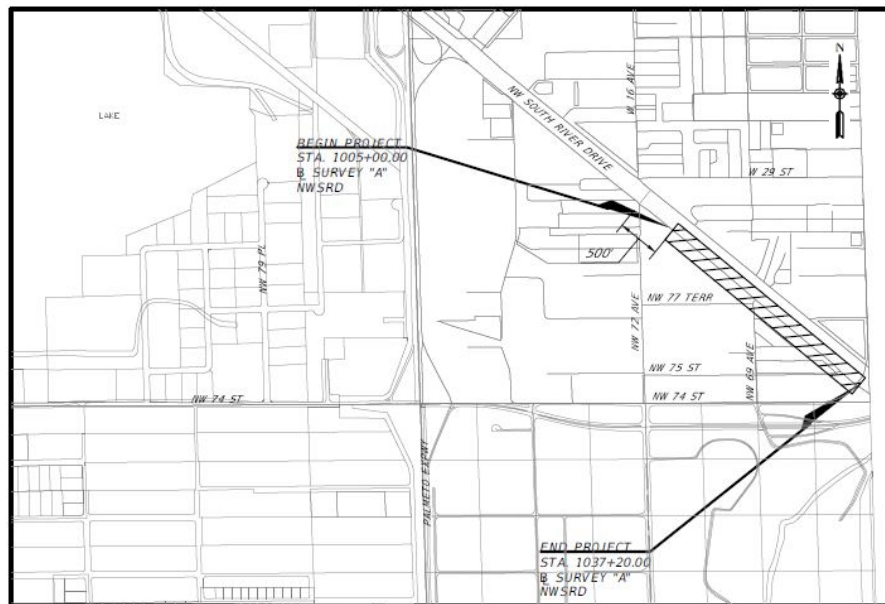


**NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS (FROM NW 72<sup>ND</sup> AVENUE TO NW 74<sup>TH</sup> STREET)  
AND  
RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**



**JULY 2015**

# **TOWN OF MEDLEY**



## **PROJECT & BID DOCUMENTS MANUAL**

**ITB NO. 2015-005**

**NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS (FROM NW 72<sup>ND</sup> AVENUE TO NW 74<sup>TH</sup> STREET)  
AND  
RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

**JULY 2015**

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**PART 1 – INSTRUCTIONS TO BIDDERS**

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## **SECTION I    INSTRUCTIONS TO BIDDERS**

### **1.     DEFINED TERMS**

Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to the Town, as distinct from a Sub-Bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the lowest responsible and responsive Bidder whose Bid conforms to the requirements of the Bid Documents and is most advantageous to the Town and to whom the Town, on the basis of the Town's evaluation as hereinafter provided, makes an award. The term "Town" refers to the Town of Medley, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, Payment and Performance Bonds, Corporate Resolution, Bid Security, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids and the General Conditions and Technical Specifications.

### **2.     COPIES OF BIDDING DOCUMENTS**

Complete sets of Bid Documents must be used in preparing Bids. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. The Town, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

### **3.     QUALIFICATIONS OF BIDDERS**

- 3.1 Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid, together with other evidence of minimum qualifications, including satisfactory experience, past performance, ability to perform the Work, and financial stability. Failure to submit the Qualifications Statement and all documents required hereunder together with the Bid may constitute grounds for rejection of the Bid.
- 3.2 Bidder's experience and references, including but not limited to, the reputation, integrity, character, experience, skill and ability of the Bidder, the quality of performance of Bidder under previous contracts, any Sub-Contractors and other persons providing labor or materials to Bidder. The character, integrity, reputation and experience of the bidder and/or its principals and/or officers. Bidder shall provide resume of key personnel to be assigned to the project.
- 3.3 Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the Work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- 3.4 Past performance record and the quality and performance of Bidder on previous contracts of a similar nature. Bidder must demonstrate with narrative description and have completed a minimum of five (5) similar projects preferably municipal or governmental within the past five (5) years, with a minimum contract value of \$1,000,000. Bidder shall provide a minimum of least three (3) references for similar projects completed within the past five (5) years.
- 3.5 Previous and existing compliance by Bidder with laws, ordinances and regulations of the Town relating to a similar contract or work.
- 3.6 Bidder possesses and holds all required licenses, permits and certifications required to perform the Work, including a State of Florida general contractor's license and/or

Miami-Dade County Certificate of Competency, and shall submit evidence of same with its Bid.

- 3.7 The Town reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Contract.
- 3.8 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Town, or who is deemed irresponsible or unreliable by the Town.
- 3.9 As part of the Bid evaluation process, the Town may conduct a background investigation including a record check by the Medley Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. The Town shall be the sole judge in determining Bidders qualifications.
- 3.10 The Town reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the Town immediately of notice of any citation or violation that Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

#### 4. EXAMINATION OF BID DOCUMENTS

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidders observations with the Bid Documents; and (d) notify the Town's Contract Administrator of all conflicts, errors and discrepancies in the Bid Documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Subsection, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

#### 5. SPECIFICATIONS

- 5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice according to specified technical specification references is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 5.2 Items shown on the Engineering Drawings but not noted in the referenced Bid Specifications, and items noted in the Specifications but not shown on the

Engineering Drawings, are to be considered as both shown on the Engineering Drawings and noted in the Specifications. Any errors or omissions in the Specifications or on the Engineering Drawings, as to the standards of the Work, shall not relieve the Successful Bidder of the obligation to furnish a satisfactory first class job in strict conformity with the best practice found in structures or in the Work of a similar type. The failure of the Bidder to direct the attention of the Contract Administrator or Town Engineer to errors or discrepancies will not relieve the Bidder, should Bidder be awarded the Contract, of the responsibility of performing the Work to the satisfaction of the Town.

- 5.3 Where there appears to be a conflict between the General Conditions, Bid Specifications and any amendment or addendum issued, the order of precedence shall be the last addendum, the Specifications and then the General Conditions.

6. BID FORMS

- 6.1 The Bid Forms are included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.
- 6.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.
- 6.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 6.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

7. MODIFICATION AND WITHDRAWAL OF BIDS

- 7.1 Bids must be modified or withdrawn by an appropriate change or modification document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

8. REJECTION OF BIDS

- 8.1 To the extent permitted by applicable laws and regulations, the Town reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
- 8.2 The Town reserves the right to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Town to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful

financial ability or fails to meet any other pertinent standard or criteria established by the Town.

- 8.3 More than one Bid received for the same Work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same Work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.
- 8.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

## 9. OPENING OF BIDS

Bids will be opened publicly on the date at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

## 10. BIDS TO REMAIN OPEN

- 10.1 All Bids shall remain open for one hundred and twenty (120) days after the day of the Bid opening, but the Town may, at its sole discretion, release any Bid and return the Bid Security prior to that date. Each Bidder agrees to abide by the unit prices or lump sum amount quoted as the Total Base Bid in the Bid Forms for one hundred and twenty (120) days from the date of Bid opening.
- 10.2 Extensions of time when Bids shall remain open beyond the one hundred and twenty (120) day period may be made only by mutual written Contract between the Town, the successful Bidder and the surety, if any, for the successful Bidder.

## 11. AWARD OF CONTRACT

- 11.1 If the Contract is to be awarded, it will be awarded to the lowest responsible and responsive Bidder whose Bid conforms to the required minimum requirements of the Bid Documents and is most advantageous to the Town, and not necessarily to the lowest Bidder.
- 11.2 Criteria utilized by the Town for determining the required minimum qualifications of the Bidder (refer to Section 3) and lowest responsible and responsive Bidder includes, but is not limited to the following:
  - A. Bidder's experience and references, including but not limited to, the reputation, integrity, character, experience, skill and ability of the Bidder, the quality of performance of Bidder under previous contracts, any Sub-Contractors and other persons providing labor or materials to Bidder. The character, integrity, reputation and experience of the bidder and/or its principals and/or officers. Bidder shall provide resume of key personnel to be assigned to the project.
  - B. Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the Work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
  - C. Past performance record and the quality and performance of Bidder on previous contracts of a similar nature. Bidder must demonstrate with narrative description and have completed a minimum of three (3) similar municipal or governmental recreational or park projects within the past five (5) years, with a minimum contract value of \$1,000,000. Bidder shall provide a minimum of least three (3) references for similar projects completed within the past five (5) years.

- D. Previous and existing compliance by Bidder with laws, ordinances and regulations of the Town relating to a similar contract or work.
  - E. Bidder possesses and holds all required licenses, permits and certifications required to perform the Work, including a State of Florida general contractor's license and/or Miami-Dade County Certificate of Competency, and shall submit evidence of same with its Bid.
  - F. Price.
  - G. Such other information as deemed by the Town to be reasonably related to the ability of the Bidder to provide the work required.
- 11.3 The Town Mayor and/or Town Engineer will appoint a Selection Committee to review and evaluate all Bids received and establish a ranking and/or short list of qualified Bidders deemed to be qualified and the lowest responsive and responsible bidders to perform the Work in accordance with the criteria set forth in these Bid Documents. The Selection Committee during its evaluation process reserves the right to contact references and to verify information submitted by any Bidder. The Selection Committee may also request oral presentations as well as clarification or information from the Bidders. The Town Engineer may submit a recommended firm or short list or a combination of a recommended firm and the short list to the Town Council and the Town Council shall make the final selection of the Bidder and Contract award. The Town Engineer may request oral presentations to the Town Council from the Bidders
- 11.4 In awarding a Contract pursuant to a Bid, the Town Council shall consider all of the foregoing criteria and in addition thereto may consider other facts or circumstance in awarding a Contract. The Town Council shall not be required to award a Contract to the lowest Bidder nor shall it be required to award a Contract at all. The Town Council at all times shall have the right, in its sole and absolute discretion, to waive any informality in any Bid proposal, to increase or decrease the quantities shown in the Bid Form, or the Town may reject any and/or all Bids. The Town reserves the right to reject any or all Bids prior to award. Reasonable efforts will be made to either award the Contract or reject all Bids within one hundred and twenty (120) days after Bid opening date. A Bidder may not withdraw its Bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) days from the date of Bid opening. A Bidder may withdraw its Bid after the expiration of one hundred and twenty (120) days from the date of Bid opening by delivering written notice of withdrawal to the Town prior to award of the Contract by the Town Council.
- 11.5 Notwithstanding the foregoing, if the Project is funded, in whole or in part, by federal or Florida Department of Transportation or other federal and/or state administered funds, then the federal and state provisions for awarding a Contract shall apply.
- 11.6 The Successful Bidder must execute the required contracts prior to award by the Town Council. After the Town Council award, the Successful Bidder will be issued a Notice of Award. Within fifteen (15) days thereafter, the Successful Bidder must deliver the required Bonds and certificate of insurance to the Town. Within ten (10) days thereafter, if practical, the Town shall deliver one (1) fully executed contract to Successful Bidder along with Notice to Proceed. The fully executed Contract will be accompanied by a complete set of drawings (if required).
- 11.7 If applicable, the Bidder to whom award is being recommended shall execute a written contract prior to contract award. If the Bidder fails to enter into a contract as herein provided the recommended award will be to the next lowest Bidder who is responsible and responsive in the opinion of the Town. Such Bidder shall fulfill every

stipulation embraced herein as if it were the original party to whom the award was made.

- 11.8 The Town may award a Contract based on initial offers received, without discussions. Therefore, each initial offer should contain the Bidder's best efforts. The Town, at its sole discretion, reserves the right to enter into Contract negotiations with qualified and lowest responsive and responsible Bidder. If the Town and said Bidder cannot negotiate a successful Contract, the Town may terminate said negotiations and begin negotiations with the next qualified and lowest responsive and responsible Bidder. This process will continue until a Contract acceptable to the Town has been executed or all Bids are rejected. No Bidder shall have any rights against the Town rising from such negotiations or termination thereof.

12. INSURANCE

- 12.1 Bidders should submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.
- 12.2 AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF MEDLEY IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT. Insurance Companies selected must be acceptable to the Town. All of the policies of insurance so required to be purchased and maintained shall include the interests of the Town, the Successful Bidder and all subcontractors at the work site (all of whom are to be listed as insured or additional insured parties) and contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) days written notice has been given to the Town by certified mail.
- 12.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:
- A. Worker's Compensation Insurance for statutory Obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand Dollars (\$1,000,000) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
  - B. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the Work with the following minimum limits of liability:  
\$1,000,000 Combined Single Limit, Bodily injury and Property Damage Liability per occurrence
  - C. Comprehensive General Liability with the following minimum limits of liability:  
\$2,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

- a. Premises and Operations;
  - b. Independent Contractors;
  - c. Product and Completed Operations Liability;
  - d. Broad Form Property Damage;
  - e. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
  - f. Personal Injury coverage with employment contractual exclusions removed and deleted.
- 12.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, Financial Stability B+ -A+.
- 12.5 The Successful Bidder shall require each of its Sub-Contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the Successful Bidder shall provide verification thereof to the Town upon request of the Town.
- 12.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 12.7 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 12.8 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to the Town. The Town shall provide written notice of occurrence within fifteen (15) working days of the Town's actual notice of such an event.
- 12.9 The Successful Bidder shall not commence the Work under the Contract until after it has obtained all of the minimum insurance herein described.
- 12.10 The Successful Bidder agrees to perform the Work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of the Town.
- 12.11 Violation of the terms of this Subsection and its subparts shall constitute a breach of the Contract and the Town, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.
- 12.12 The Bidders liability insurance policies shall be endorsed to add the Town of Medley as an additional insured. The Bidder's liability insurance shall be primary to any liability insurance policies carried by the Town. The bidder shall be responsible for all deductibles and self-insured retentions on Bidder's liability insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the Town by certified



mail. The Town reserves the right to make any changes additions to any insurance requirements as may be appropriate during the course of the contract.

13. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to public entity, may not be awarded or perform Work as a contractor, supplier, sub-contractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

14. CONTRACT TIME

- 14.1 The Work to be performed under the Contract shall be commenced upon issuance of Notice to Proceed by the Town.
- 14.2 The number of days, which the Work is to be completed or goods are to be provided, is **240** consecutive calendar days for Substantial Completion and **285** consecutive calendar days for Final Completion from the date of issuance of the Notice To Proceed.
- 14.3 By virtue of the submission of its Bid, Bidder agrees and fully understands that the completion time of the Work of the Contract is an essential and material condition of the contract and that time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the Work within the time period specified shall be considered a default.
- 14.4 All Bidders shall agree that a liquidated damages provision will be required in the Contract.

15. SAFETY

- 15.1 The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its Amendments.
- 15.2 The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
  - A. All employees on the Work site and all other persons who may be affected thereby.
  - B. The Work and all materials and equipment incorporated therein.
  - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the Work.
- 15.3 All open excavations made in the earth shall be performed in compliance with the State of Florida Trench Safety Act, OSHA 29 CFR 1926.650, Subpart P (Chapter 90-96, Laws of Florida). The Contractor shall appoint a **competent person**, in accordance with Subpart P, who shall be present at the jobsite. **Competent person** shall mean one who is capable of identifying existing and predictable hazards I the surroundings, or working conditions which are unsanitary,

hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

16. WARRANTIES

- 16.1 Warranty of Title: The Successful Bidder warrants to the Town that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- 16.2 Warranty of Specifications: The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 16.3 Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 16.4 Warranty of Material and Workmanship: The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the Town, if within one (1) year after acceptance by the Town, or within such larger period of time as maybe prescribed bylaw any of the Work is found to be defective or not in accordance with the Contract Documents, the Successful Bidder shall after receipt of a written notice from the Town to do so, promptly correct the Work unless the Town has previously given the Successful Bidder a written acceptance of such condition.
- 16.5 The Successful Bidder warrants to the Town that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract, and holds and possesses all required licenses, certifications and permits to perform the Work.
- 16.6 The Successful Bidder warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 16.7 The Successful Bidder warrants to the Town that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.
- 16.8 The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the Work of the Contract.
- 16.9 All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the Town and the successors and assigns of the Town.

17. RISK OF LOSS

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the completion of the Project, and inspection and acceptance thereof by the Town.

18. PERMITS, FEES AND NOTICES

- 18.1 In accordance with the Public Bid Disclosure Act, Section 281.80, Florida Statutes, the Town shall disclose all Town permit fees associated with the Work. The Town will not charge for any building permits required from the Town for the Work. The Successful Bidder shall secure and be responsible for any and all permits and licenses, and pay all fees, that may be required for the proper execution and completion of the Work, as may be required from Miami-Dade County, State and federal agencies. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Contract Administrator without delay.
- 18.2 The Successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Town shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.
- 18.3 All notices or other documents or papers required to be delivered by the Contractor to the Town shall be delivered to an address provided to the Contractor at the preconstruction conference.
- 18.4 The Successful Bidder shall secure, complete and file with the Clerk of Courts of Miami-Dade County, a Certified Notice of Commencement required Chapter 713, Florida Statutes. This notice must be on file with the Town, and be displayed on the job site prior to the first inspection.

19. DELAYS AND EXTENSIONS OF TIME

- 19.1 The Contract time may only be changed by a Change Order or a written Amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than three (3) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.
- 19.2 The Town shall have no liability to the Successful Bidder for any damages for delay or interruption of the Work. The Successful Bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the Work. No claim for damages or any claim other than an extension of time shall be made or asserted against the Town by reason of any delays.

20. DEFAULT

In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the Town shall give the Successful Bidder written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within five (5) days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the Town, the Town shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

21. TERMINATION FOR CONVENIENCE OF THE TOWN

See Construction Services General Conditions, Section XIV (11) hereafter for details.

22. ASSIGNMENT

The Successful Bidder shall not assign or transfer its rights, title or interests in this Contract nor shall Successful Bidder delegate any of the duties or obligations undertaken by Successful Bidder without the Town's prior written approval.

23. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the Work. Ignorance on the part of the Bidder will in no way relieve him/her from the responsibility of compliance therewith.

24. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION

The Town is an Equal Opportunity Employer and encourages the participation of Disadvantaged Business Enterprises and (DBE) and Minority Business Enterprises (MBE).

25. BID SECURITY

- 25.1 Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the Town of Medley on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to the Town and authorized to write such Bid Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Bid.
- 25.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required Payment and Performance Bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract or furnish the required Bonds within fifteen (15) days of the Notice of Award, the Town may annul the Notice of Award and the entire sum of the Bid Security shall be forfeited. The Bid Security of the three (3) lowest, responsible and responsive Bidders will be returned within seven (7) days after the Town and the Successful Bidder have executed the written Contract or if no such written Contract is executed within ninety (90) days after the date of the Bid opening, upon the demand of any Bidder at anytime thereafter, provided that it has not been notified of the acceptance of its Bid. Bid Security of all other Bidders will be returned within seven (7) days after the Bid opening. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of its power of attorney authorizing him/her to do so.
- 25.3 The Bid Security filed with the Bid shall, at the option of the Town, be forfeited in its entirety to the Town as liquidated damages if the Bidder to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) days of written notice by the Town.

26. PAYMENT AND PERFORMANCE BONDS

- 26.1 Within fifteen (15) days after the Contract Award, but in any event prior to commencing Work, the Successful Bidder shall execute and furnish to the Town a Performance Bond and a Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No, 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in

the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide the Town with evidence satisfactory to the Town, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: Financial Stability -A Financial size –VIII.

- 26.2 Two (2) separate Bonds are required and both must be approved by the Town. The penal sum stated in each Bond shall be the amount equal to the total amount payable under the terms of the contract. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder with labor, materials and supplies used directly or indirectly by the Successful Bidder in the prosecution of the Work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such Bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the Town to the extent of any and all payments in connection with the carrying out of said contract which the Town maybe required to make under the law.
- 26.3 Such Bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said Bonds reduced after final payment to an amount equal to twenty-five percent (25%) of the Contract Price, or an additional Bond shall be conditioned that the Successful Bidder correct any defective or faulty Work or material which appear within one (1) year after Final Completion of the Contract, upon notification by the Town.

## 27. INDEMNIFICATION

- 27.1 The parties agree that one percent (1%) of the total compensation paid to Successful Bidders for the Work of the Contract shall constitute specific consideration to Successful Bidder for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations of the Successful Bidder or its Subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the contract.
- 27.2 Successful Bidder agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.
- 27.3 Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

- 27.4 The Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Bidder under the indemnification. Nothing contained herein is intended nor shall it be construed to waive the Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

28. TAXES

The Successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

29. INSPECTION AND AUDIT RIGHTS

The Town reserves the right to inspect and audit the records of the Successful Bidder for the Work and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Town. If required by the Town, the Successful Bidder agrees to submit to an inspection and audit by an independent certified public accountant selected by the Town. The Successful Bidder shall allow the Town to inspect, examine and review the records of the Successful Bidder in relation to this Contract at any and all times during normal business hours during the term of the Contract.

30. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Town or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

31. NON-COLLUSIVE AFFIDAVIT

Each Bidder shall complete the Non-Collusive Affidavit and include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit this document may be cause for rejection of the Bid.

32. PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment. Interested firms must complete and submit the enclosed public entity crimes form.

33. EXAMINATION OF DOCUMENTS AND WORK SITE

Bidders shall examine existing site(s) and surrounding areas, including but not limited to subsurface and soil conditions, utilities, and streets to determine all conditions that will affect the

Work and become familiar with the nature and extent of Work to be performed and local conditions that may affect the Work.

- 33.1 The Bidding Documents were prepared to present an essentially accurate representation of existing conditions, interpreted from available information on site. The Bidder is not relieved, however, of the responsibility of becoming fully informed as to existing conditions at the site.
- 33.2 Bidders shall thoroughly examine the Bidding Documents, Plans and Specifications
- 33.3 A sample contract for construction has been included in the Bidding Documents. The Town is not bound by this sample document and reserves the right to modify the final contract.
- 33.4 Bidders should be aware that the Town is subject to hurricanes and tropical storms and therefore the Bidder shall consider such likelihood in their scheduling and construction activities.

#### 34. LOCATION OF UTILITIES

The Successful Bidder and Contractor shall be responsible for determining the location, character and depth of all utilities. Within two (2) days before digging, if applicable, Contractor shall notify Sunshine Once Call: (800) 432-4770 to find out where buried utilities (including but not limited to electric, gas, telephone, cable, water, sewer facilities) are located within the Town as required by Chapter 556, Florida Statutes. At points where the Contractor's operations are adjacent to utility facilities which if damaged, might result in expense, loss and disruption of service or other undue inconvenience to the public or to the owner, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address and telephone number of each utility company to contact. The Contractor shall be solely and directly responsible to the owner and operators of such utilities for any damage, injury, expense, loss, inconvenience or delay caused by the Contractor's operations.

#### 35. ACCESS TO PUBLIC RECORDS

Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate the Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of the Contract.

#### 36. OWNERSHIP AND REUSE OF DOCUMENTS.

Ownership of all documents, including but not limited to drawings, as-builts, plans and specifications and related computerized documents utilized or prepared by Contractor in the performance of the Work shall remain with the Town. The Contractor and any Subcontractors or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the Town shall not reuse any documents without prior written consent of the Town. Upon termination of the Project or the Contract, the Work product of the Contractor shall become the property of the Town and the Contractor shall transfer to the Town all Work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the Contractor pertaining to this Project. Contractor shall deliver the aforesaid documents to the Town as a condition precedent to obtaining Final Payment under the Contract. Contractor shall pay all taxes, licenses, fees and royalties and costs incident to the use in performance of the Work.

37. SEVERABILITY

Should any provision, Subsection, sentence, word, or phrase contained in these Bid Documents or the Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, Subsection, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and the Bid Documents and the Contract shall remain unmodified and in full force and effect.

38. WAIVER OF JURY TRIAL AND VENUE.

The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Bid, resulting Contract and/ arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

39. ATTORNEYS' FEES

If either the Town or the Successful Bidder is required to enforce the terms of this bid or resulting Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs.

40. CONE OF SILENCE

You are hereby advised that this Bid is subject to the "Cone of Silence," in accordance with Section 2-11.1(t) of the Code of Miami-Dade County, Florida. From the time of advertising until the Town Engineer issues his recommendation, there is a prohibition on communication with the Town's professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the Town Council during any duly notice public meeting, contract negotiations with the staff following the award of an RFP, RFQ, RFLI or Bid by the Town Council, or communications in writing at any time with any Town employee, official or member of the Town Council unless specifically prohibited. A copy of all written communications must be filed with the Town Clerk. Violation of these provisions by any particular bidder or proposer shall render any RFP award, RFQ award, RFLI award, or bid award to said bidder or proposer voidable, and said bidder or proposer shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year.

41. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

41.1 The following is a summary of documents, copies of which may be included in the Bid Documents, which are to be completed and submitted by Bidders:

- A. Bidder acknowledgement
- B. Bid Form
- C. Bid Proposal
- D. Notice to All Bidders
- E. List of Major Subcontractors
- F. General Information Required of Bidder
- G. Solicitation, Giving and Acceptance of Gifts Policy
- H. Drug Free Workplace Program
- I. Bidder's Certification
- J. Certified Resolution



- K. Certification of Insurance
- L. Non-Collusive Affidavit
- M. Foreign (Non-Florida) Corporations Must Complete
- N. Qualification Statement
- O. Acknowledgement of Conformance with OSHA Standards
- P. Trench Safety Compliance
- Q. References
- R. Bid Bond or Security
- S. Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder
- T. Public Entity Crime Affidavit

**PROJECT DESCRIPTION:**

**TOWN OF MEDLEY CAPITAL IMPROVEMENTS  
PROJECT NUMBER SW 0117 AND WS 0111  
NW South River Drive and Eastside Streets Roadway & Drainage Improvements and  
NW South River Drive 12-inch Water Main Upgrade  
(From NW 72<sup>nd</sup> Avenue to NW 74<sup>th</sup> Street)**

- A. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0117, NW South River Drive and Eastside Streets Roadway & Drainage Improvements between NW 72<sup>nd</sup> Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of roadway and storm water drainage infrastructure within NW South River Drive including but not limited to, construction of 6-inch diameter, 12-inch diameter, 14"x17" elliptical, 15-inch diameter, 18-inch diameter, 24-inch diameter, 30-inch diameter HDPE and CMP storm drain piping and HDPE double-walled perforated piping as specified; laying out of pipe, pavement removal, trenching/excavation, shoring, fittings, flowable fill, backfill, pavement restoration, drainage structures, required length of exfiltration trenches (3 feet 6-inches width x 15 feet depth), asphalt paving, sidewalk/curbing removal/replacement, pavement markings, landscape improvements, hardscape improvements, street furnishings, street decorative lighting, testing, traffic signage, development of as-builts, clearances/certifications, protection of existing/proposed structures, and activation to comply with the requirements of Miami-Dade Regulatory and Economic Resources (RER) Department in accordance with all applicable jurisdictional requirements and regulations, project specifications and permitted construction drawings.
- B. The Contractor must furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number WS-0111, NW South River Drive 12-inch Ductile Iron Pipe watermain Replacement between NW 72<sup>nd</sup> Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of a replacement water main along NW South River Drive, service connections for individual properties, new fire hydrants and associated connections, new connection at existing WASD meter & Service point, roadway restoration improvements, asbestos materials impacts management, oversight & disposal, traffic signalization improvements/restoration, abandonment in place of existing 8-inch Asbestos Concrete Pipe watermain, abandonment of existing services, utility investigation & coordination, testing and placing into service of new installation in accordance with all applicable jurisdictional requirements and regulations.

## **SCHEDULE OF EVENTS**

It is important that Bidder agrees and fully understands that time is of the essence in completing the following schedule of events, pertaining to the requirements of this Bid, prior to the issuance of the Notice to Proceed. The tentative schedule of events, relative to the Bid shall be as follows:

<b>Event</b>	<b>Description</b>	<b>Date</b>
<b>1.</b>	Advertisement for Bids	07/07/15
<b>2.</b>	Pre-Bid Conference	07/23/15
<b>3.</b>	Last day to submit Requests for Information (RFI's)	07/29/15
<b>4.</b>	Opening of Bids	08/05/15
<b>5.</b>	Award of Project by the Town Council	09/07/15
<b>6.</b>	Notice of Award given to Contractor	09/10/15
<b>7.</b>	Contract Documents execution by the Successful Bidder and submission of Certificate of Insurance to the Contract Administrator; Payment / Performance Bonds executed by Contractor and submitted to the Contract Administrator	09/24/15
<b>8.</b>	Final approval by the Town Attorney and Contract Documents Execution by the Mayor of the Town of Medley	10/01/15
<b>9.</b>	Notice to Proceed issued to Contractor	10/08/15
<b>10.</b>	Substantial Completion (Beneficial Use)	09/07/16
<b>11.</b>	Final Completion of Punch List items <b>(365 Calendar days)</b>	10/07/16

## SECTION II CONSTRUCTION SERVICES - GENERAL CONDITIONS

### 1. DEFINITIONS

Wherever used in the Project Manual, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. For additional definitions refer to Section I Instructions to Bidders, Defined Terms.

- 1.1 **Addenda** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Contract Documents.
- 1.2 **Agreement** - The written instrument which is evidence of the agreement between the Town and Contractor covering the Work.
- 1.3 **Application for Payment** - The form accepted by CEI which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.4 **Asbestos** - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.5 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.6 **Bidder** - The individual or entity who submits a Bid directly to the Town.
- 1.7 **Bidding Documents** - The Bidding Requirements and the proposed Contract Documents (including all Addenda.)
- 1.8 **Bidding Requirements** - The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
- 1.9 **Bonds** - Bid, Performance and Payment Bonds and other instruments of security.
- 1.10 **Change Order** - A document recommended by Contractor, CEI, or the Town which is signed by Contractor, CEI and the Town and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.
- 1.11 **Claim** - A demand or assertion by the Town or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- 1.12 **Contract** - The written Contract between the Town and Contractor covering the Work to be performed including other Contract Documents that are attached to the Contract or made a part thereof.
- 1.13 **Contract Administrator** - The Town's Contract Administrator shall mean the individual appointed by the Mayor who shall be the Town's authorized representative to coordinate, direct, and review all matters related to the Project on behalf of the Town.
- 1.14 **Contract Documents** - The Contract Documents consist of Engineering Drawings / Plans (including reference jurisdictional technical specifications) and Bid Specifications, Bid Form, Bid documents including pertinent information accompanying Bid and post Bid documentation submitted prior to the Notice of Award, Contract, Notice to Proceed, Payment and Performance Bonds, the Construction Services General Conditions, Supplementary Conditions, any additional documents which are required to

be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the contract.

1.15 **Contract Price** - The moneys payable by the Town to Contractor under the Contract Documents as stated in the Contract (subject to the provisions of the Contract in the case of Unit Price Work).

1.16 **Contract Time** - The date stated in the Contract for the completion of the Work.

1.17 **Contractor** - The person, firm or corporation with whom the Town has entered into the Contract.

1.18 **Construction Engineering and Inspection Services Company (CEI)** - The person, firm or corporation designated by the Town as its representative to ensure that the project is completed in accordance with the Drawings and Technical Specifications; including material testing and review as required.

1.19 **Cost of Work** - Means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the work.

1.20 **Days** - The term "days" shall mean calendar days unless otherwise specified.

1.21 **Defective** - An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to EOR's recommendation of final payment.

1.22 **Drawings** - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by EOR and or responsible certified responsible charge and are referred to in the Contract Documents.

1.23 **Effective Date** - The date stated in the Notice to Proceed fixing the date on which the Contact Time will commence.

1.24 **Effective Date of the Agreement** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.25 **Engineer of Record (EOR)** - A Florida professional certified and registered to perform the duties of Engineer of record and who is in responsible charge of the preparation, signing, dating, sealing, and issuing of the drawings, plans, technical specifications, and/or engineering documents for the project.

1.26 **Field Order** - A written order issued by EOR which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.27 **General Requirements** - Sections of Division 1 of the Specifications.

1.28 **Hazardous Environmental Condition** - The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

1.29 **Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.30 **Law and Regulations; Laws or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

1.31 **Liens** - Charges, security interests, or encumbrances upon Project funds real property, or personal property.

- 1.32 **Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.33 **Notice of Award** - The written notice by the Town to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated therein, within the time specified the Town will sign and deliver the Contract.
- 1.34 **Notice to Proceed** - A written notice given by the Town to Contractor (with a copy to CEI) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents. This written notice will also state the dates of substantial and final completion of the project.
- 1.35 **Owner** - The Town of Medley which is the individual or entity with whom Contractor has entered into the Contract and for whom the Work is to be performed.
- 1.36 **Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid as standard conditions or temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- 1.37 **Progress Schedule** - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 1.38 **Project** - The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- 1.39 **Project Manual** - The bound documentary information prepared for bidding and constructing the Work. This shall include the Contract Documents, Drawings, Technical Specifications, and any other set of documents required for completion of the Work. A full listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables(s) of contents.
- 1.40 **Radioactive Material** - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq) as amended from time to time.
- 1.41 **Resident Project Representative** - The authorized representative of the Town (Owner's Representative) who may be assigned to the Site or any part thereof.
- 1.42 **Responsible Charge** - A Florida professional Architect, Landscape Architect, Surveyor or Engineer certified and registered to perform the duties as the responsible person in charge of the preparation, signing, dating, sealing, and issuing of the drawings, plans, technical specifications, and/or engineering documents for the project.
- 1.43 **Samples** - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.44 **Schedule of Submittals** - A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
- 1.45 **Schedule of Values** - A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- 1.46 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information

prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

1.47 **Site** - Lands or areas indicated in the Contract Documents as being furnished by the Town upon which the Work is to be performed, including rights-of-ways and easements for access thereto, and such other lands furnished by the Town which are designated for the use of Contractor.

1.48 **Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.

1.49 **Sub-Contractor** - An individual, firm or corporation having a direct Contract with Contractor or with any other Sub-Contractor for the performance of a part of the Work at the site.

1.50 **Substantial Completion** - Refers to the date certified by the CEI to when all conditions and requirements of permits and regulatory agencies have been satisfied, and when the Work has progressed to the point where in the opinion of the CEI, as evidenced by the Certificate of Substantial Completion/Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the Work is available for beneficial occupancy and can be utilized for the purposes for which it is intended; or if there be no such certificate issued when final payment is due. A temporary Certificate of Occupancy or Certificate of Occupancy must be issued for Substantial Completion to be achieved; however, the issuance of a Temporary Certificate of Occupancy or Certificate of Occupancy of the date thereof are not to be determinative of the achievement or date of Substantial Completion. The terms "Substantially Complete" and "substantially completed" can be used interchangeably as applied to any work refer to as "substantial completion" thereof.

1.51 **Successful Bidder** - The Bidder submitting a responsive Bid to whom the Town makes an award.

1.52 **Supplementary Conditions** - The part of the Contract Documents which amends or supplements these General Conditions.

1.53 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.54 **The Town** - The Town of Medley, Florida with whom Contractor has entered into the Contract and for whom the Work is to be provided.

1.55 **Town Council** - The Council of the Town of Medley, Florida. The Council is composed of the Town's Mayor and four councilmember all of whom have one vote in all matters before the Town Council.

1.56 **Town Engineer** - The Engineer employed by the Town who shall represent the Town during the construction process.

1.57 **Underground Facilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television sewage and drainage removal, traffic or other control systems or water, and all irrigation systems on or contiguous to the worksite.

1.58 **Unit Price Work** - Work to be paid for on the basis of unit prices.

1.59 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.60 **Work Directive Change** - A written directive to Contractor, issued on or after the Effective Date of the Contract and signed by the Town and recommended by the CEI and approved by the EOR and the Town Engineer ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Section V, Subsection 2 and 3 of the General Conditions or to emergencies under Section VI, Subsection 13 of the General Conditions. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in Section XI.

1.61 **Written Amendment** - A written Amendment of the Contract Documents, signed by the Town and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical aspects rather than strictly work related aspects of the Contract Documents.

## 2. ACRONYMS

Wherever in these Contract Documents and the Project Manual references are made to standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronyms or abbreviation only. As a guide to the user, the following acronyms and abbreviations shall have the meanings indicated herein.

- 2.1 **AASHTO** - American Association of the State Highway and Transportation Officials
- 2.2 **ACI** - American Concrete Institute
- 2.3 **ANSI** - American National Standards Institute, Inc.
- 2.4 **ASCE** - American Society of Civil Engineers
- 2.5 **ASTM** - American Society for Testing and Materials
- 2.6 **AWWA** - American Water Works Association
- 2.7 **CEI** - Construction Engineering and Inspections (Services/Consultant)
- 2.8 **DOH** – Miami Dade Department of Health
- 2.9 **EOR** - Engineer of Record
- 2.10 **FDEP**- Florida Department of Environmental Protection
- 2.11 **FDOT** - Florida Department of Transportation
- 2.12 **ISO** - International Organization for Standardization
- 2.13 **MDFR** – Miami Dade Fire Rescue2.21
- 2.14 **MUTCD** - Manual of Uniform Traffic Control Devices
- 2.15 **NWWA** - National Water Well Association
- 2.16 **OSHA** - Occupational Safety and Health Administration
- 2.17 **PCBs** - Polychlorinated biphenyls
- 2.18 **PWWM** – Miami Dade Public Works and Waste Management
- 2.19 **RER** – Miami Dade Regulatory and Economic Resources
- 2.20 **SFWMD** – South Florida Water Management District
- 2.21 **SSPWC** - Standard Specifications of Public Works Construction
- 2.22 **TOWN** – Town of Medley



- 2.23 **UBC** - Uniform Building Code
- 2.24 **WASD** – Miami Dade Water and Sewer Department

### **SECTION III PRELIMINARY MATTERS**

#### **1. DELIVERY OF BONDS AND INSURANCE**

Prior to award of the Contract by the Town, Contractor shall deliver to the Town copies of the certificate(s) of insurance evidencing the coverages required hereunder and specifically providing that the Town of Medley is an additional named insured or additional insured. Payment and Performance Bonds which Contractor is required to furnish in accordance with this Contract must be provided to the Town within fifteen (15) days after issuance of Notice of Award.

#### **2. COMMENCEMENT OF CONTRACT TIME; EFFECTIVE DATE; NOTICE TO PROCEED**

- 2.1 The Work shall commence subsequent to the execution of this Contract by all parties and upon a written Notice to Proceed from the Town setting forth the Effective Date of the Contract upon which date the Work shall commence. No Work shall be done at the site prior to the date on which the Contract Time commences to run.
- 2.2 The Town shall furnish to Contractor up to three (3) copies of the Contract Documents. Additional copies will be furnished upon request, at the cost of reproduction.

#### **3. PRECONSTRUCTION CONFERENCE**

Within twenty (20) days after the Effective Date of the Contract, but before Contractor starts the Work at the site, a conference attended by Contractor, EOR, CEI and others as appropriate will be held to discuss the project construction schedule to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

#### **4. FINALIZING SCHEDULES**

At least ten (10) days before submission of the first Application for Payment a conference attended by Contractor, CEI and others as appropriate will be held to finalize the schedules and procedures to establish a working understanding among the parties. The finalized progress schedule will be acceptable to CEI as providing an orderly progress on of the Work to completion within the Contract time, but such acceptance will neither impose on CEI's responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to EOR as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CEI as to form and substance.

## **SECTION IV CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE**

### **1. ENTIRE CONTRACT**

The Contract Documents comprise the entire Contract between the Town and Contractor concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of Florida.

### **2. INTENT**

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Town, Contractor, CEI, EOR, or Responsible Charge or any of their consultants, agents or employees from those set forth in the Contract Documents.

### **3. CONFLICT, ERROR OR DISCREPANCY**

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to CEI in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CEI.

### **4. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS**

4.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- A. A Change Order; or
- B. A formal written Amendment.

### **5. SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS**

5.1 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

- A. EOR's or Responsible Charge's approval of a Shop Drawing or sample;
- B. EOR's or Responsible Charge's written interpretation or clarification; or
- C. A field order.

### **6. REUSE OF DOCUMENTS**

Neither Contractor nor any Sub-Contractors or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect Contract with the Town shall have or acquire any title to or Township rights in any of the Drawings, Specifications or other Documents (or copies of any thereof) prepared by or bearing the seal of the EOR and or Responsible Charge; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the Town.

## **SECTION V AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

### **1. AVAILABILITY OF LANDS**

The Town shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Contractor shall provide at Contractor's own expense and without liability to the Town any and all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Contractor shall furnish to the Town copies of written permission that is obtained from the Town of such facilities. It is the responsibility of the Contractor to leave the additional lands in the same condition as prior to Work startup. Any damages caused by Contractor will be remedied at Contractor's expense.

### **2. PHYSICAL CONDITIONS**

2.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the Town or EOR by the Town of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- A. The Town and/or EOR or Responsible Charge shall not be responsible for the accuracy or completeness of any such information or data; and
- B. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the Town of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the costs of all of which will be considered as having been included in the Contract Price.

2.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any work affected thereby, except in an emergency as permitted by Section VI, Subsection 13 of the General Conditions, identify the Town of such Underground Facility and give written notice thereof to the Town and EOR or Responsible Charge. EOR or Responsible Charge will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility. Contractor shall be allowed an extension of the Contract Time to the extent that any delay is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and of which existence Contractor could not reasonably have been expected to be aware. If the parties are unable to agree as to the appropriate length of delay, Contractor may make a claim therefore as provided in this Contract.

### **3. REFERENCE POINTS**

The Town shall provide engineering surveys to establish reference points for construction which in EOR's or Responsible Charge's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work to protect and preserve the established reference

points and shall make no changes or relocations without the prior written approval of the Town Contractor shall report to CEI whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

4. HAZARDOUS ENVIRONMENTAL CONDITIONS

- 4.1 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately:
- A. Secure or otherwise isolate such condition.
  - B. Stop all Work in connection with such condition and in any area affected thereby; and
  - C. Notify the Town and the CEI (and promptly thereafter confirm such notice in writing). The Town shall promptly consult with CEI concerning the necessity for the Town to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with CEI, the Town shall take such actions as are necessary to permit the Town to timely obtain required permits to continue work the area where the hazardous environmental conditions were observed.
- 4.2 Contractor shall not be required to resume Work in connection with such condition or in any affected area until after the Town has obtained any required permits related thereto and delivered written notice to Contractor:
- A. Specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or
  - B. Specifying any special conditions under which such Work may be resumed safely.
- 4.3 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town, CEI, EOR or Responsible Charge and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Subsection shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

## **SECTION VI CONTRACTOR'S RESPONSIBILITIES**

### **1. SUPERVISION AND SUPERINTENDENCE**

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

### **2. RESIDENT SUPERINTENDENT**

Contractor shall keep on the worksite at all times during its progress a competent resident superintendent capable of communicating in English and any necessary assistants who shall not be replaced without written notice to the Town and CEI unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

### **3. LABOR, MATERIALS AND EQUIPMENT**

- 3.1 Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Town's written consent given after prior written notice to CEI.
- 3.2 Unless otherwise specified in the Bid Documents, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 3.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by EOR or Responsible Charge, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to EOR or Responsible Charge, or any of EOR's or Responsible Charge's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Section IX and X of these General Conditions.
- 3.4 Within 10 days after the signing of the Contract, Contractor shall submit to the Town and the CEI a preliminary Progress Schedule indicating the times(number of days or dates) for starting and completing the various stages of the Work, including any milestones specified on the Project Manual. During the performance of the Work, Contractor shall adhere to the Progress Schedule which shall provide an orderly progression of the Work to completion

within the Contract Times. The Progress Schedule may be adjusted from time to time as provided below.

- A. Contractor shall submit to the CEI for acceptance the proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions described in this Project Manual.
- B. Proposed adjustments in the Progress Schedule that will change the Contract Times may only be made by Change Order. Any claim for an adjustment in Contract Times shall be based on written notice submitted by the party making the Claim to the CEI and the other party to the Contract.

#### 4. SUBSTITUTES OR "OR EQUAL" ITEMS

- 4.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers maybe accepted by EOR or Responsible Charge if sufficient information is submitted by Contractor to allow EOR or Responsible Charge to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by EOR from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to EOR or Responsible Charge for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application must state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct Contract with the Town for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which shall be considered by EOR in evaluating the proposed substitute. EOR or Responsible Charge may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 4.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to EOR or Responsible Charge, if Contractor submits sufficient information to allow EOR or Responsible Charge to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by EOR or Responsible Charge will be similar to that provided in Subsection 4.1 as applied by EOR or Responsible Charge and as maybe supplemented in the Contract Documents.
- 4.3 EOR or Responsible Charge will be allowed a reasonable time within which to evaluate each proposed substitute. EOR or Responsible Charge will be the sole judge of

acceptability, and no substitute will be ordered, installed or utilized without EOR's or Responsible Charge's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The Town may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

5. CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHERS

- 5.1 Contractor shall be fully responsible to the Town and EOR or Responsible Charge for all acts and omissions of the Subcontractors, Suppliers and other persons directly or indirectly employed by its Subcontractors, Suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by him/her. Nothing in the Contract Documents shall create any Contractual relationship between the Town or EOR or Responsible Charge and any such Sub-Contractor, Supplier or other person or organization, nor shall it create any obligation on the part of the Town or EOR or Responsible Charge to pay or to see to the payment of any moneys due any such Sub-Contractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.
- 5.2 All work performed for Contractor by a Sub-Contractor will be pursuant to an appropriate Contract between Contractor and the Sub-Contractor which specifically binds the Sub-Contractor to the applicable terms and conditions of the Contract Documents for the benefit of the Town and EOR or Responsible Charge.

6. PATENT FEES AND ROYALTIES

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

7. PERMITS

Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all government charges and inspection fees as required by the Town. The Town reserves the right to waive as it deems appropriate all municipal permit and inspection fees related to this contract. However, the Town shall require that Contractor to pay all fees relative to re-inspections, as they may be required from time to time.

8. LAWS AND REGULATIONS

- 8.1 Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Neither the Town nor CEI shall be responsible for monitoring Contractor's compliance with any laws and regulations.
- 8.2 If Contractor observes that the Specifications or Drawings are at variance with any laws or regulations, Contractor shall give EOR or Responsible Charge prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Section IX, Subsection 6 of the General Conditions. If Contractor performs any Work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to EOR or Responsible Charge, Contractor shall bear all costs arising there from.

9. TAXES

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions which are applicable during the performance of the Work.

10. USE OF PREMISES

- 10.1 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of Workers to the Project site and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the Town or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Town or EOR or Responsible Charge by any such party or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of Contractor's use of the premises.
- 10.2 During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.
- 10.3 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

11. RECORD DOCUMENTS

Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. Each document shall be labeled "PROJECT RECORD" and information shall be recorded concurrently with construction progress. These Record Documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CEI for reference. Upon completion of the Work, these Record Documents, samples and Shop Drawings will be delivered to CEI for the Town.

12. SAFETY AND PROTECTION

- 12.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the worksite and other persons and organizations who may be affected thereby; all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, irrigation systems, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.



- 12.2 Contractor shall furnish watchmen, flagmen, warning signs, cones, barricades, flashing lights and other necessary safeguards in sufficient numbers and at appropriate locations to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Such watchmen and flagmen shall be furnished on a twenty-four (24) hour basis when conditions require. Contractor and all Subcontractors shall take all necessary precautions to guard against and eliminate all possible fire hazards and prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and cutting is taking place. Open flames including the use of flambeaux are strictly prohibited. No additional payment will be made for signs, barricades, lights, flags, watchmen, flagmen, required fire extinguishing apparatus and personnel, and other protective devices. Contractor shall not use explosives on the site, nor allow explosives of any type or nature to be brought upon the site of the construction, without the express written approval of the Town and CEI. ~~When the use of explosives is authorized by the Town and CEI, Contractor shall exercise the utmost care in handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked "DANGEROUS - EXPLOSIVES" and placed in the care of competent watchmen. When such use of explosives becomes necessary, Contractor shall furnish to the Town, proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to Contractor's policies unless otherwise included.~~
- 12.3 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify the Town of Underground Facilities and utility when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused directly or indirectly by workers employed by and of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CEI has issued a notice to the Town and Contractor in accordance with Section XIV, Subsection 7 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- 12.4 Contractor shall designate a responsible representative at the worksite whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Town.

13. EMERGENCIES

- 13.1 In emergencies affecting the safety or protection of persons or the Work or property at the worksite or adjacent thereto, Contractor, without special instruction or authorization from CEI to the Town, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give EOR or Responsible Charge prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If EOR or Responsible Charge determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued or an Amendment made through proper procedures to document the consequences of the changes or variations.

13.2 Contractor shall be required to remove all materials from the job site and provide safe storage for the same that may be blown about or become a hazard during a hurricane or windstorm. Contractor shall also take necessary precautions to remove bulkheads, dams or other structures blocking drains in the event of the threat of flooding condition. No extra pay will be allowed for this work.

13.3 Shop Drawings and Samples

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the Project Specifications or Engineering Drawings, Contractor shall submit to CEI for review and approval in accordance with the accepted schedule of Shop Drawing submissions or for other appropriate action if so indicated, five (5) copies of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as EOR or Responsible Charge may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CEI to review the information as required.
- B. Contractor shall also submit to CEI for review and approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- C. Before submission of each Shop Drawing or sample Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- D. At the time of each submission, Contractor shall give CEI specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CEI for review and approval of each such variation. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

14. CONTINUING THE WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Town. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or as Contractor and the Town may otherwise agree in writing.

15. INDEMNIFICATION

- 15.1 General Indemnification: The parties agree that one percent (1%) of the total compensation paid to Contractor for the Work of the Contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, Contractor shall indemnify, save and hold harmless the Town, its officers, agents and employees, from or on account of all claims, damages, losses,

liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of Engineer, architects, attorney's consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of the Town. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from:

- A. Any and all bodily injuries, sickness, death, disease;
- B. Injury to or destruction of tangible personal property, including the loss of use resulting there from;
- C. Other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period;
- D. The use of any improper materials;
- E. Any construction defect including patent defects;
- F. Any act or omission of Contractor or its Sub-Contractors, agents, servants or employees;
- G. The violation of any federal, state, county or the Town laws, by-laws, ordinances or regulations by Contractor, its Sub-Contractors, agents, servants or employees; and
- H. The breach or alleged breach by Contractor of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

- 15.2 Patent and Copyright Indemnification: Contractor agrees to indemnify, save and hold harmless the Town, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the Town, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the Town, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 15.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the Town, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the Town when applicable.
- 15.4 The Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor under the indemnification. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which Contractor is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive the Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described herein.

#### 16. LIABILITY FOR USE OF WORK FOR INTENDED PURPOSES

As an inducement for the Town's Council to enter into this Contract, Contractor has represented an expertise in the construction of and completion of like projects as described in these bid documents. In reliance upon those representations, the Town hired Contractor for specified construction services and documents. Contractor understands and agrees that the Town intends to utilize said Engineering Drawings for the stated purposes and therefore Contractor shall be liable for any defective or negligent design, whether patent or latent, as such maybe found by a court of competent jurisdiction.

## **SECTION VII OTHER WORK**

### **1. RELATED WORK AT SITE**

The Town may perform other work related to the Project at the site by the Town's own forces, have other work performed by utility or let other direct Contracts therefore which shall contain General Conditions similar to these. Written notice thereof will be given to Contractor prior to starting any such other work not previously noticed to Contractor; and, if Contractor believes that performance of work other than that already noticed will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefore as provided in this Contract.

## **SECTION VIII THE TOWN'S RESPONSIBILITIES**

1. The Town shall issue all communications to Contractor through the CEI or the Town Engineer.
2. The Town shall furnish the data required of the Town under the Contract Documents promptly and shall make payments to Contractor promptly after they are due.
3. The Town's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Section V, Subsection 3 of this document.
4. The Town is obligated to execute Change Orders as indicated in Section X, Section XI and Section XII.
5. The Town shall have such other responsibilities and rights as are expressed in the Contract Documents.

## **SECTION IX CEI'S STATUS DURING CONSTRUCTION**

### **1. THE TOWN'S REPRESENTATIVE**

The CEI will be the Town's representative during the construction period and until final payment is due. The duties and responsibilities and the limitations of authority of CEI as the Town's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the Town and EOR or Responsible Charge.

### **2. VISITS TO SITE**

The CEI will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CEI's efforts will be directed toward providing for the Town a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site inspections, CEI shall keep the Town and EOR or Responsible Charge informed of the progress of the Work and shall endeavor to guard the Town against defects and deficiencies in the Work.

### **3. TECHNICAL CLARIFICATIONS AND INTERPRETATIONS**

The EOR or Responsible Charge will issue with reasonable promptness such written clarifications or interpretations of the technical requirements of the Contract Documents as EOR or Responsible Charge may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree

to the amount or extent thereof, Contractor may make a claim therefore as provided in this Contract. Should Contractor fail to request interpretation of questionable items in the Contract Documents neither the Town nor EOR or Responsible Charge will thereafter entertain any excuse for failure to execute the Work in a satisfactory manner.

4. AUTHORIZED VARIATIONS IN WORK

The CEI may authorize minor variations in the Work from the technical requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on the Town, and also on Contractor who shall perform the Work involved promptly. If Contractor believes that a field order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore as provided elsewhere in this Contract.

5. REJECTING DEFECTIVE WORK

The CEI will have the authority to disapprove or reject work which CEI believes to be defective, and will also have authority to require special inspection or testing of the work whether or not the work is fabricated, installed or completed.

6. DECISIONS ON DISPUTES

The CEI will be the initial interpreter of the technical requirements of the Contract Documents and the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Section X, Section XI and Section XII in respect of changes in the Contract Price or Contract Time will be referred initially to EOR or Responsible Charge in writing with a request for a formal decision in accordance with this Subsection, which EOR will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to the Town promptly, but in no event later than three (3) days after the occurrence of the event giving rise thereto, and written supporting data will be submitted to EOR or Responsible Charge and the Town within seven (7) days after such occurrence unless EOR or Responsible Charge allows an additional period of time to ascertain more accurate data in support of the claim. The rendering of a decision by EOR or Responsible Charge with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Section XIV, Subsection 9) will be a condition precedent to any exercise by the Town or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

7. CHANGE ORDERS

- 7.1 The Town and Contractor shall execute appropriate Change Orders recommended by the CEI covering:
- 7.2 Changes in the Work which are:
  - A. Ordered by the Town which do not invalidate the Contract and without notice to any surety.
  - B. Required because of acceptance of defective Work as describes in Section XIII or the Town's correction of defective Work, or
  - C. Agreed to by the parties.

- 7.3 Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.
- 7.4 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by EOR or Responsible Charge; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule.

8. DETERMINATIONS FOR UNIT PRICE WORK

The CEI will determine the actual quantities and classification of Unit Price Work performed on such matters before rendering a written decision thereon (by recommendation of a Application for Payment or otherwise). The CEI's written decision thereon will be final and binding (except as modified by the CEI to reflect changed factual conditions or more accurate data) upon the Town and Contractor.

9. DECISION ON REQUIREMENTS OF CONTRACT DOCUMENTS AN ACCEPTABILITY OF WORK

- 9.1 The CEI will be the initial interpreter of the requirements of the Project Manual and judge of the acceptability of the Work thereunder. All matters in question and other matters between the Town and Contractor arising prior to the date final payment is due relating to acceptability of the Work, and the interpretation of the requirements of the Project Manual pertaining to the performance of the Work, will be referred initially to the CEI in writing within 30 days of the event giving rise to the question.
- 9.2 The CEI will, with reasonable promptness, render a written decision on the issued referred. If the Town or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a claim may be made. The date of CEI's decision shall be the date of the event giving rise to the issues referenced.
- 9.3 The CEI's written decision on the issue referred will be final and binding on the Town and Contractor.
- 9.4 When functioning as interpreter and judge, the CEI will not show partiality to the Town or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

10. LIMITATIONS ON CEI'S RESPONSIBILITIES

- 10.1 Neither the CEI's authority to act under this Subsection 7 or elsewhere in the Contract Documents nor any decision made by the CEI in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the CEI or Contractor, any Sub-Contractor, any supplier, or any other person or organization performing any of the Work, or to any surety for any of them except as such duties and responsibilities are included within the Contract Documents.
- 10.2 The CEI will not be responsible for the acts or omissions of Contractor or of any Sub-Contractor, any supplier, or of any other person or organization performing or furnishing any of the Work. The CEI shall not be responsible for safety measures on the Project. This is the responsibility of the Contractor.

## **SECTION X CHANGES IN THE WORK**

1. The Town, without invalidating the Contract, may order changes in the Work which do not materially alter the scope and character of the Work of the Contract or the completion date. All such changes in the Work shall be authorized by a Change Order. Any individual Change Order which decreases the cost of the Work to the Town or increases the cost of the Work by an amount not in excess of Twenty Five Thousand Dollars (\$25,000.00) must be authorized and approved by the Town prior to their issuance. Any individual Change Order which increases the cost of the Work to the Town by an amount which exceeds Twenty Five Thousand Dollars (\$25,000.00) must be formally authorized and approved by the Town Council prior to their issuance and before Work may begin. No claim against the Town for extra work in furtherance of such Change Order shall be allowed unless prior approval has been obtained.
2. If the Town and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Section X or Section XI.
3. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented except in the case of an emergency and except in the case of uncovering work as those situations are addressed herein.
4. The Town and Contractor shall execute appropriate Change Orders or written Amendments covering:
  - 4.1 Changes in the Work which are ordered by the Town pursuant to this Section, and are required to correct defective work or are agreed to by the parties; and
  - 4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties.Provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule. Proposed Change Orders shall be prepared by Contractor on forms approved by the Town. When submitted for approval to the Town they shall carry the signature of the applicable Contract Administrator, Town Engineer, and Contractor.
5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

## **SECTION XI CHANGE OF CONTRACT PRICE**

1. GENERAL
  - 1.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price,
  - 1.2 The Contract Price may only be changed by a Change Order or by a written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered to the CEI promptly (but in no event later than three (3) days after the occurrence of the event giving rise to the amount of the claim with supporting data to be delivered within seven (7) days and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No resolution of a claim for adjustment

in the Contract Price shall be effective until approved by the Town in writing. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Subsection.

- 1.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  - B. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any Sub-Contractor fees) which shall not exceed twenty-five percent (25%) of the original Contract Price as defined herein or Contract Price as modified by an acceptable Change Order or written Amendment executed by all parties.
  - C. On the basis of the Cost of the Work determined as provided in Subsection 4 below plus a Contractor's Fee for overhead and profit determined as provided in Subsection 6 below.

## 2. COST OF THE WORK

- 2.1 The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Town such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in this Section.
  - A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by the Town and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, Worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall not be included in the above unless authorized in writing by the Town.
  - B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers field services required in connection therewith. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Town, and Contractor shall make provisions so that they may be obtained.
  - C. Supplemental costs including the following:
    - i. Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the brokers, which are consumed in the performance of the Work.
    - ii. Rentals of all construction equipment and machinery and the parts thereof, whether rented from Contractor or others in accordance with rental Contracts approved by the Town with the advice of the CEI, and the costs, of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental Contracts. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work



- iii. Sales, consumer, use or similar taxes related to the Work and for which Contractor is liable, imposed by laws and regulations.
- iv. Royalty payments and fees for permits and licenses.
- v. The cost of utilities, fuel and sanitary facilities at the site.
- vi. Minor expenses such as Internet services, cell phone service, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- vii. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

3. NOT INCLUDED IN THE COST OF THE WORK

3.1 The term Cost of the Work shall NOT include any of the following:

- A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Subsection 6 below, all of which are to be considered administrative costs covered by Contractor's fee.
- B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
- C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- D. Costs due to the negligence of Contractor, any Sub-Contractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- E. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Subsection 6 below.

4. CONTRACTOR'S FEE

4.1 Contractor's fee allowed to Contractor for overhead and profit shall be determined as a mutually acceptable negotiated fee:

- A. For costs incurred under this Section shall not exceed ten percent (10%).
- B. No fee shall be payable on the basis of costs itemized under Subsections 4.1 (C.), 5 and 6 of this Section XI.
- C. The amount of credit to be allowed by Contractor to the Town for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's fee by an amount equal to ten percent (10%) for the net decrease.
- D. When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, profit will not be paid on any Work not performed.

5. COST BREAKDOWN REQUIRED

Whenever the cost of any work is to be determined pursuant to Section XI, Subsections 4, 5 and 6 Contractor will submit in a form acceptable to CEI an itemized cost breakdown together with supporting data.

**SECTION XII CONTRACT TIME**

1. COMMENCEMENT

1.1 The Date of Commencement of the Work is the date established in the Notice to Proceed.

1.2 Time of Substantial Completion:

A. The date of Substantial Completion of the Work or designated portion thereof is the date certified by the CEI when construction is sufficiently complete, in accordance with the Contract Documents, so the Town can occupy or utilize the Work or designated portion thereof for the purposes for which it is intended.

2. CHANGE OF CONTRACT TIME

2.1 All time limits stated in the Contract Documents are of the essence of the Contract. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE TOWN BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town or its agents. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the National Weather Service Miami-South Florida Forecast Office.

2.2 No recovery for early completion. If the Contractor submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the Town shall not be liable to the Contractor for any costs incurred because of delay or hindrance should the Contractor be unable to complete the Work before such milestone or completion date. The duties, obligations and warranties of the Town to the Contractor shall be consistent with and applicable only to the completion of the Work and completion dates set forth in these Construction Services General Conditions.

2.3 The Contract Time may only be changed by a Change Order or a written Amendment. Any claim for extension of time shall be made in writing to the CEI not more than three (3) days after the detection or beginning of the occurrence of the event giving rise to the delay and stating the general nature of the claim; otherwise, it shall be waived. In the case of a continuing delay only one (1) claim is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

### 3. LIQUIDATED DAMAGES

Upon failure of Contractor to complete the Work within the time specified for Final Completion, (plus approved extensions if any) Contractor shall pay to the Town the sum of Five Hundred Dollars (\$500.00) for each day that the Substantial Completion of the Work is delayed beyond the time specified in the Contract for Substantial Completion, as fixed and agreed liquidated damages and not as a penalty. After Substantial Completion, if Contractor neglects, fails or refuses to complete the remainder of the Work within the Contract Time or any approved extension thereof, Contractor shall pay to the Town the sum of Five Hundred Dollars (\$500.00) for each calendar day (plus approved extensions if any) after the time specified in the Contract for Final Completion and readiness for final payment as fixed and agreed liquidated damages and not as a penalty. Liquidated-damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Town as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The Town shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to Contractor, the amount of such liquidated damages and if the amount retained by the Town is insufficient to pay in full such liquidated damages, the Contractor shall pay in full such liquidated damages. Contractor shall be responsible for reimbursing the Town, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the project beyond the completion date specified or beyond an approved extension of time granted to Contractor whichever is later.

## **SECTION XIII    WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 1. WARRANTY AND GUARANTEE

Contractor warrants and guarantees to the Town and CEI that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted. Contractor warrants to the Town that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provisions of, or constitute a default under any indenture, mortgage, Contract, or Agreement to which Contractor is a party. Contractor warrants that there has been no violation of copyrights or patent rights in connection with the Work of the Contract.

### 2. ACCESS TO WORK

The CEI, the EOR or Responsible Charge and other representatives of the Town, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.

### 3. TESTS AND INSPECTION

3.1 Contractor shall give the CEI and Contract Administrator Inspector timely notice of readiness of the Work for all required inspections, tests or approvals.

- 3.2 Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the CEI the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.
- 3.3 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of the CEI, it must, if requested by the CEI, be uncovered for examination and properly restored at Contractor's expense. Such uncovering shall be at Contractor's expense unless Contractor has given the CEI timely notice of Contractor's intention to cover the same and the CEI has not acted with reasonable promptness in response to such notice.
- 3.4 Neither observations by the CEI nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

4. UNCOVERING THE WORK

- 4.1 If any work is covered contrary to the written request of the CEI, it must, if requested by the CEI or Town Representative, be uncovered for the CEI's observation and replaced at Contractor's expense.
- 4.2 If the CEI or Town Representative considers it necessary or advisable that covered work be observed by the CEI of inspected or tested by others, Contractor, at the CEI's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the CEI may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of engineers, architects, attorneys and other professional(s), and the Town shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in the Contract Documents. If, however, such work is found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the contract time, or both, directly attributable to such uncovering and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore as provided in the Contract Documents.

5. THE TOWN MAY STOP THE WORK

If the Work is defective, or Contractor fails to supply sufficient skilled Workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to stop the Work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of Contractor or any other party.

6. CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by CEI or Town Representative, Contractor shall promptly, as directed, either correct all defective work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CEI, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

7. ONE YEAR CORRECTION PERIOD

If within one (1) year after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to the Town and in accordance with the Town's written instructions, either correct such defective Work, or, if it has been rejected by the Town, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written Amendment.

**SECTION XIV                      PAYMENTS TO CONTRACTOR AND COMPLETION**

1. SCHEDULE OF VALUES

The schedule established as provided in the Contract Documents will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the CEI.

2. APPLICATION FOR PROGRESS PAYMENT

At least ten (10) days before each progress payment is scheduled (but not more often than once a month), Contractor shall submit to the CEI for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Town has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Town's interest therein, all of which will be satisfactory to the Town. The amount of retainage with respect to progress payments will be as stipulated in the Contract.

3. CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Town no later than the time of final payment free and clear of all Liens.

4. REVIEW OF APPLICATIONS FOR PROGRESS PAYMENTS

The CEI will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to Contractor indicating in writing the CEI's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. The Town shall make payment to Contractor within thirty (30) days after approval by the CEI of Contractor's requisition for payment.

5. GROUND FOR REFUSAL

5.1 The CEI may refuse to recommend the whole or any part of any payment if, in his/her opinion, it would be incorrect to make such representation to the Town. The CEI may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the CEI's opinion to protect the Town from loss because:

- A. The Work is defective, or completed Work has been damaged requiring correction or replacement.
- B. The Contract Price has been reduced by written Amendment or Change Order.
- C. Of the CEI's actual knowledge of the occurrence of any of the events outlined elsewhere in the Contract Documents that represent grounds for refusal of payment in whole or part the Town may refuse to make payment of the full amount recommended by the CEI because claims have been made by the Town on account of Contractor's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling the Town to a set-off against the amount recommended, but the Town must give Contractor written notice stating the reasons for such action within a reasonable time from receipt of the CEI's recommendation for payment on that matter.
- D. Final Inspection:  
Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, the CEI will make a final inspection with the Town and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

6. FINAL APPLICATION FOR PAYMENT

After Contractor has completed all such corrections to the satisfaction of the CEI and the Town and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up Record Documents and other Documents, all as required by the Contract Documents, and after the CEI has indicated that the Work is acceptable, Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the Town) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by the Town, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Town or the Town's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Sub-Contractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to the Town to indemnify the Town against any lien. In addition, Contractor shall also submit with the final application for payment, the completed set of "As-Built" prints for review and approval. Final payment to Contractor shall not be made until said prints have been reviewed and approved by the CEI. Prior to approval, if necessary, the prints may be returned to Contractor for changes or modifications and if in the opinion of the CEI they do not represent correct or accurate "AS-BUILTS".

7. FINAL PAYMENT AND ACCEPTANCE

- 7.1 If, on the basis of CEI's observation of the Work during construction and final inspection, and the CEI's review of the Final Application for Payment and accompanying documentation all as required by the Contract Documents, the CEI is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, the CEI will, within ten (10) days after receipt of the Final Application for Payment, indicate in writing the CEI's recommendation of payment and present the Application to the Town for payment. Thereupon the CEI will give written notice to the Town and Contractor that the Work is acceptable. Otherwise, the CEI will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to the Town of the Application and accompanying documentation, in appropriate form and substance, and with the CEI's recommendation and notice of acceptability, the amount recommended by the CEI will become due and will be paid by the Town to Contractor.
- 7.2 If, through no fault of Contractor, Final Completion of the Work is significantly delayed and if the CEI so confirms, the Town shall, upon receipt of Contractor's Final Application for Payment and recommendation of the CEI, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the Town for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to the CEI with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 7.3 Any moneys not paid by the Town when claimed to be due to Contractor under this Contract shall not be subject to interest, including but not limited to pre-judgment interest.

8. CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the CEI, nor any payment by the Town to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Town, nor any act of acceptance by the Town nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the CEI, nor any correction of defective Work by the Town will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

9. WAIVER OF CLAIMS

The acceptance of final payment shall constitute a waiver of all claims by Contractor against the Town other than those previously made in writing and still unsettled as of the date of final payment.

10. THE TOWN MAY SUSPEND WORK

The Town may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor and the CEI which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly

attributable to any suspension if Contractor makes an approved claim therefore as provided in the Contract Documents.

11. THE TOWN MAY TERMINATE

11.1 Upon the occurrence of any one or more of the following events:

- A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- C. If Contractor makes a general assignment for the benefit of creditors.
- D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors.
- E. If Contractor admits in writing an inability to pay its debts generally as they become due.
- F. If Contractor persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same maybe revised from time to time.
- G. If Contractor disregards laws or regulations of any public body having jurisdiction.
- H. If Contractor disregards the authority of the CEI.
- I. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents, the Town may, after giving Contractor and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by Contractor without liability to Contractor for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the Town has paid Contractor but which are stored elsewhere, and finish the Work as the Town may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work, including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs, such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to the Town. Such costs incurred by the Town will be approved as to reasonableness by the CEI and incorporated in a Change Order, but when exercising any rights or remedies under this Subsection the Town shall not be required to obtain the lowest price for the Work performed.
- J. Where Contractor's services have been so terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor then existing or



which may thereafter accrue any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

12. TERMINATION FOR CONVENIENCE OF THE TOWN

Upon seven (7) days written notice delivered by certified mail to Contractor, the Town may, without cause and without prejudice to any other right or remedy, terminate the Contract for the Town's convenience whenever the Town determines that such termination is in the best interests of the Town. Where the Contract is terminated for the convenience of the Town, the notice of termination to Contractor must state that the Contract is being terminated for the convenience of the Town under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts, except as they may be necessary, and complete any continued portions of the Work.

13. TERMINATION BY CONTRACTOR

If the Work should be stopped under an order of any court or other public authority for a period of more than ninety (90) days through no act or fault of Contractor or of anyone employed by him/her, or if the CEI fails to review and approve or state in writing reasons for non-approval of any application for payment within thirty (30) days after it is submitted or if the Town fails to pay Contractor within thirty (30) days after presentation by the CEI of any sum determined to be due, then Contractor (after written notice to the Town and an opportunity to cure provided to the Town) may, upon ten (10) days written notice to the Town and the CEI stop Work or terminate this Contract and recover from the Town, payment for all Work executed and any expense sustained. The provisions of this Subsection shall not relieve Contractor of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Town.

## **SECTION XV NOTICES & COMPUTATION OF TIME**

1. GIVING NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Contractor:

The business address of Contractor is: *as stated in the Contract with the Town*

The business address of the Town is:

Town of Medley

7777 N.W. 72 Avenue

Medley, FL 33166

2. COMPUTATION OF TIME

When any period of time is referred to in the Contract Documents by days it will such calendar days and it will be computed to exclude the first and include the last day of such period. If the last day of the final amended contract time falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

## **SECTION XVI MISCELLANEOUS**

1. Should the Town or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Subsection shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
2. The duties and obligations imposed by these Construction Services General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon Contractor and all of the rights and remedies available to the Town and the CEI thereunder, are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Subsection will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Subsection will survive final payment and termination or completion of the Contract.
3. Contractor shall not assign or transfer the Contract or its rights, title or interests therein without the Town's prior written approval. The obligations undertaken by Contractor pursuant to the Contract shall not be delegated or assigned to any other person or firm unless the Town shall first consent in writing to the assignment. Violation of the terms of this Subsection shall constitute a breach of Contract by Contractor and the Town may, at its discretion, cancel the Contract and all rights, title and interest of Contractor shall thereupon cease and terminate.

## **SECTION XVII BONDS AND INSURANCE**

### **1. CONSTRUCTION, PAYMENT AND PERFORMANCE BONDS**

- 1.1 Within fifteen (15) days after issuance of Notice of Award, but in any event prior to commencing Work, Contractor shall execute and furnish to the Town a Performance Bond and a Payment Bond, each written by a corporate surety authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised July 1, 1997 (31 DFR, Section 223.10, Section 223,11). Further, the surety company shall provide the Town with evidence satisfactory to the Town, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:
  - 1.2 Financial Stability A
  - 1.3 Financial Size VIII

- 1.4 Two (2) separate Bonds are required and both must be approved by the Town. The penal sum stated in each Bond shall be the amount equal to the total amount payable under the Contract. The Performance Bond shall be conditioned that Contractor perform the Contract in the time and manner prescribed in the Contract. The Payment Bond shall be conditioned that Contractor promptly make payments to all persons who supply Contractor with labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such Bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save and hold harmless the Town to the extent of any and all payments in connection with the carrying out of said Contract which the Town maybe required to make under the law.

2. BONDS, REDUCTION AFTER FINAL PAYMENT

Such Bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said Bonds reduced after final payment to an amount equal to twenty-five percent (25%) of the Contract Price, or an additional Bond shall be conditioned that Contractor shall correct any defective or faulty Work or material which appears within one (1) year after Final Completion of the Contract, upon notification by the Town except in Contracts which are concerned solely with demolition work, in which case the twenty-five percent (25%) shall not be applicable.

3. DUTY TO SUBSTITUTE SURETY

If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which must be acceptable to the Town.

4. INSURANCE

See Instructions to Bidders, Section I, Subsection 12 for details.

5. THE TOWN'S LIABILITY AND INSURANCE

The Town shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, Sub-Contractors or others on the Work. The Town specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

**PART 2 – BID FORM**

**ITB NO. 2015-005  
NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS (FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)  
AND  
RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

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**BID FORM  
ITB NO. 2015-005**

**NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)  
AND  
RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

- A. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0117, NW South River Drive and Eastside Streets Roadway & Drainage Improvements between NW 72nd Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of roadway and stormwater drainage infrastructure within NW South River Drive including but not limited to, construction of 6-inch diameter, 12-inch diameter, 14"x17" elliptical, 15-inch diameter, 18-inch diameter, 24-inch diameter, 30-inch diameter HDPE and CMP storm drain piping and HDPE double-walled perforated piping as specified; laying out of pipe, pavement removal, trenching/excavation, shoring, fittings, flowable fill, backfill, pavement restoration, drainage structures, required length of exfiltration trenches (3 feet 6-inches width x 15 feet depth), asphalt paving, sidewalk/curbing removal/replacement, pavement markings, landscape improvements, hardscape improvements, street furnishings, street decorative lighting, testing, traffic signage, development of as-builts, clearances/certifications, protection of existing/proposed structures, and activation to comply with the requirements of Miami-Dade Regulatory and Economic Resources (RER) Department in accordance with all applicable jurisdictional requirements and regulations, project specifications and permitted construction drawings.
- B. The Contractor must furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number WS-0111, NW South River Drive 12-inch Ductile Iron Pipe watermain Replacement between NW 72<sup>nd</sup> Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of a replacement water main along NW South River Drive, service connections for individual properties, new fire hydrants and associated connections, new connection at existing WASD meter & Service point, roadway restoration improvements, asbestos materials impacts management, oversight & disposal, traffic signalization improvements/restoration, abandonment in place of existing 8-inch Asbestos Concrete Pipe watermain, abandonment of existing services, utility investigation & coordination, testing and placing into service of new installation in accordance with all applicable jurisdictional requirements and regulations.

Date: \_\_\_\_\_, 2015

Honorable Roberto Martell  
Mayor  
Town of Medley  
7777 N.W. 72<sup>nd</sup> Avenue  
Medley, FL 33166  
Mr. Martell,

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Town to perform all Work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the Project and has become fully informed concerning the local conditions, and nature and extent of Work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the Bond and insurance requirements of the Bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder hereby declares that the only person or persons interested in this Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Contract to which the work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making a bid and that the Bid is in all respects fair and made in good faith without collusion or fraud.
5. Bidder further represents that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the Project or that to satisfy himself that such site is a correct and suitable one for this Work and he assumes full responsibility therefore, that he has examined the Drawings, Geotechnical Data and Bid Specifications for the Work and from his own experience or from professional advice that Drawings, Geotechnical Data and Bid Specifications are sufficient for the work to be done, and he has examined the other Contractual Documents relating thereto, including the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, General and Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt of bids, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.
6. Bidder proposes and agrees, if this Proposal is accepted, to contract with the Town, in the form of contract specified, to furnish all necessary materials, all necessary equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings, General Notes and Bid Specifications and in the manner specified.
7. Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract.
8. Bidder has given the Town written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Project Manual and the written resolution thereof by the Town or its representative is acceptable to Bidder.
9. Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds each in the amount of one-hundred percent of the Contract price, within ten (10) consecutive calendar days after written notice being given by the Town of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment

Bonds within the fifteen (15) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying his bid and the money payable thereon shall be paid to the Town as liquidation of damages sustained by the Town; otherwise, the check accompanying the Bid shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed. (Note: should the tenth consecutive calendar day fall on a Saturday, Sunday or legal holiday observed by the Town or Bidder, then the final day to execute a contract and furnish satisfactory Performance and Payment Bonds shall be extended to the next immediate following business day).

10. The undersigned agrees to accept in full compensation therefore the total of the lump sum prices for the items named in the Bid Proposal, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Bid/Technical Specifications.

Bidder's Certificate of Competency No. \_\_\_\_\_

Bidders Occupational License No. \_\_\_\_\_

Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Attached hereto is (check one) a:

\_\_\_\_\_ Cashier's check for the sum of \$ \_\_\_\_\_ U.S. Dollars or

\_\_\_\_\_ Bid Bond for the Sum of \$ \_\_\_\_\_ U.S. Dollars

Made payable to the Town of Medley, Florida

\_\_\_\_\_  
(Name of Bidder) (Affix Seal)

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Title of Officer)

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.



Communications concerning this Bid shall be addressed to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

The following documents are attached to and made as a condition to this Bid:

- (a) Attachment 1: List of Major Sub Contractors
- (b) Attachment 2: Bid Proposal
- (c) Attachment 3: Notice to all Bidders
- (d) Attachment 4: List of Sub-Contractors
- (e) Attachment 5: General Information Required of Bidder
- (f) Attachment 6: Solicitation, Giving, and Acceptance of Gift Policy
- (g) Attachment 7: Drug-Free Workplace Program
- (h) Attachment 8: Bidder's Certification
- (i) Attachment 9: Certified Resolution (corporation, partnerships)
- (j) Attachment 10: Certificate(s) of Insurance
- (k) Attachment 11: Non-Collusive Affidavit
- (l) Attachment 12: Bidder's Foreign (Non-Florida) corporate statement References
- (m) Attachment 13: Bidder's Qualification Statement
- (h) Attachment 14: Conformance with OSHA Standards
- (i) Attachment 14: Trench Safety Act Compliance
- (j) Attachment 15: Construction Engineering and Inspection Services Company Notice
- (k) Attachment 16: References
- (l) Attachment 17: Bid Bond

**BID PROPOSAL  
ITB NO. 2015-005**

**NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)  
AND  
RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
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(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

- A. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0117, NW South River Drive and Eastside Streets Roadway & Drainage Improvements between NW 72nd Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of roadway and stormwater drainage infrastructure within NW South River Drive including but not limited to, construction of 6-inch diameter, 12-inch diameter, 14"x17" elliptical, 15-inch diameter, 18-inch diameter, 24-inch diameter, 30-inch diameter HDPE and CMP storm drain piping and HDPE double-walled perforated piping as specified; laying out of pipe, pavement removal, trenching/excavation, shoring, fittings, flowable fill, backfill, pavement restoration, drainage structures, required length of exfiltration trenches (3 feet 6-inches width x 15 feet depth), asphalt paving, sidewalk/curbing removal/replacement, pavement markings, landscape improvements, hardscape improvements, street furnishings, street decorative lighting, testing, traffic signage, development of as-builts, clearances/certifications, protection of existing/proposed structures, and activation to comply with the requirements of Miami-Dade Regulatory and Economic Resources (RER) Department in accordance with all applicable jurisdictional requirements and regulations, project specifications and permitted construction drawings.
- B. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number WS-0111, NW South River Drive 12-inch Ductile Iron Pipe watermain Replacement between NW 72<sup>nd</sup> Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of a replacement water main along NW South River Drive, service connections for individual properties, new fire hydrants and associated connections, new connection at existing WASD meter & Service point, roadway restoration improvements, asbestos materials impacts management, oversight & disposal, traffic signalization improvements/restoration, abandonment in place of existing 8-inch Asbestos Concrete Pipe watermain, abandonment of existing services, utility investigation & coordination, testing and placing into service of new installation in accordance with all applicable jurisdictional requirements and regulations.

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(Name of Bidder)

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(Signature of Bidder)

**BID PROPOSAL  
ITB NO. 2015-005**

**NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)  
AND  
RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

**BID TABLE**

(REFER TO ATTACHMENT 1)

ALL BIDDERS SHALL SUBMIT FULL SIZE BID TABLE  
CORRESPONDING TO THE SUMMARY TABULATION BELOW. ALL BIDDERS ARE RESPONSIBLE  
FOR THE AMOUNTS, PRODUCTS AND SUMMATIONS OF THE AMOUNTS  
PROVIDED IN BID TABLE

97		SUBTOTAL ITEMS No. 1 THROUGH No. 9 (ON BID TABLE ATTACHMENT 1)	
98		SUBTOTAL ITEMS No. 10 THROUGH No. 62 (ON BID TABLE ATTACHMENT 1)	
99		SUBTOTAL ITEMS No. 63 THROUGH No. 96 (ON BID TABLE ATTACHMENT 1)	
100		TOTAL ITEMS ( ITEM Nos. 97+98+99)	
101		10% CONTINGENCY (10% OF ITEM No. 100 (ABOVE))	
102		GRAND TOTAL OF BID (ITEM No. 100 + ITEM No. 101)	

Name of Bidder

---

Authorized Officer

---

Signature and Date

---

**BID PROPOSAL  
ITB NO. 2015-005**

**NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)  
AND  
RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

Written Bid Amount:

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The maximum total contract time is 365 calendar days.

**NOTICE TO ALL BIDDERS**

THE TOWN OF MEDLEY RESERVES THE RIGHT TO WAIVE ANY INFORMALITY IN ANY BID, TO REJECT ANY AND ALL BIDS, AND TO DELETE ANY PART OF ANY OF ABOVE ITEMS.

**AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM.**

The Bidder further proposes and agrees to begin work with an adequate force and with sufficient equipment and facilities on the date stated in the written Notice issued and served upon him by the Owner and to complete the work included in this Proposal within the time stipulated in the Agreement, including delivery time for materials and equipment, installation, start-up and inspections.

BIDDER HEREBY ACKNOWLEDGES RECEIPT OF ADDENDA BY NUMBER AND DATE ON THIS PAGE.

ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

**LIST OF MAJOR SUB-CONTRACTORS**

Bidders are required to list with the Proposal, on this attached sheet all major sub-contractors included for the prosecution of the work. Failure to complete the list may be cause for declaring the Proposal irregular.

The successful bidder shall employ the sub-contractors listed hereunder for the class of work indicated, which list shall not be modified in any way without the written consent of the Town of Medley.

The Bidder expressly agrees that:

- | CATEGORY OR CLASS<br>OF WORK | NAME OF SUB-CONTRACTOR | ADDRESS |
|------------------------------|------------------------|---------|
|------------------------------|------------------------|---------|

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**LIST OF SUBCONTRACTORS**

**CONTRACTOR**

Name Under Which Subcontractor is Licensed	License No.	Address of Office, Mill, or Shop	Percent of Total Contract	Specific Description of Subcontract

### **GENERAL INFORMATION REQUIRED OF BIDDER**

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Bid Proposal informal and may cause its rejection. Additional sheets shall be attached as required.

- (1) Contractor's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (2) Contractor's Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

- (3) Primary E-mail Address: \_\_\_\_\_

- (4) Contractor's license: Primary classification: \_\_\_\_\_

Dade County License No.: \_\_\_\_\_

Supplemental classifications held, if any: \_\_\_\_\_

- (5) Number of years as a Contractor in construction work of type: \_\_\_\_\_

- (6) Name of person who inspected site of proposed work for your firm:

\_\_\_\_\_

Date of inspection: \_\_\_\_\_

- (7) Five projects of this type and complexity recently constructed by bidder within the past 5 years:

<b>Contract Amount</b>	<b>Name, Type &amp; Description of Project</b>	<b>Date Completed</b>	<b>Owner's Name &amp; Address</b>

<b>Contract Amount</b>	<b>Name, Type &amp; Description of Project</b>	<b>Date Completed</b>	<b>Owner's Name &amp; Address</b>

NOTE: If requested by the Owner, the Bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.



## **SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. -“No public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.” “... the term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

The Town of Medley policy prohibits all public officers, elected or appointed, all employees, and their families from accepting gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

- Real property, or its use.
- Tangible or intangible personal property, or its use.
- A preferential rate or terms on a debt, loan, goods, or services.
- Forgiveness of an indebtedness.
- Transportation, lodging, or parking.
- Membership dues.
- Entrance fees, admission fees, or tickets to events, performances, or facilities.
- Plants, flowers, or floral arrangements.
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the Town of Medley has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this statute and policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Date

## **DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

---

Signature

---

Company Name

---

Print Name / Title

---

Date

**BIDDER'S CERTIFICATION**

**WHEN BIDDER IS AN INDIVIDUAL**

In witness whereof, the Bidder has executed this Bid Form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Signature of Individual/Title

\_\_\_\_\_

Witness: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA**

**COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by who is personally known to me or who has produced \_\_\_\_\_ as  
identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
Name of Notary Public:

Print, Stamp, or type as Commissioned

**BIDDER'S CERTIFICATION**

**WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM**

In witness whereof, the Bidder has executed this Bid Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Printed Name of Corporation, Partnership, Firm

Signature of Town

Witness: \_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Town/State/Zip

Business Phone Number: \_\_\_\_\_

**ACKNOWLEDGEMENT**

Signed, sealed and delivered in the presence of:

By:

\_\_\_\_\_

Printed

Name:

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ who is personally known to one or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Name of Notary Public:

Print, Stamp, or type as Commissioned

ACKNOWLEDGEMENT

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ who is personally known to one or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Name of Notary Public:  
Print, Stamp, or type as Commissioned

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name) the duly elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such Bond is required, to the Town of Medley and such other instruments in writing as maybe necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing Resolution.

The Town of Medley shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE

Given under my hand and the Seal of the said corporation this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(SEAL)

By \_\_\_\_\_

Secretary

\_\_\_\_\_  
Corporate Title

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the Town of Medley that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

## **CERTIFICATE OF INSURANCE**

This is to certify that the

\_\_\_\_\_  
(Insurance Company)

Address \_\_\_\_\_

of \_\_\_\_\_

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the \_\_\_\_\_

\_\_\_\_\_  
(hereinafter sometimes called the Town) until thirty (30) days after written notice of such cancellation or change has been delivered to the CEI.

Insured

\_\_\_\_\_  
Address \_\_\_\_\_

Status of Insured: \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Location of Operations \_\_\_\_\_

Insured Description of Work:

- A. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0117, NW South River Drive and Eastside Streets Roadway & Drainage Improvements between NW 72nd Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of roadway and stormwater drainage infrastructure within NW South River Drive including but not limited to, construction of 6-inch diameter, 12-inch diameter, 14"x17" elliptical, 15-inch diameter, 18-inch diameter, 24-inch diameter, 30-inch diameter HDPE and CMP storm drain piping and HDPE double-walled perforated piping as specified; laying out of pipe, pavement removal, trenching/excavation, shoring, fittings, flowable fill, backfill, pavement restoration, drainage structures, required length of exfiltration trenches (3 feet 6-inches width x 15 feet depth), asphalt paving, sidewalk/curbing removal/replacement, pavement markings, landscape improvements, hardscape improvements, street furnishings, street decorative lighting, testing, traffic signage, development of as-builts, clearances/certifications, protection of existing/proposed structures, and activation to comply with the requirements of Miami-Dade Regulatory and Economic

Resources (RER) Department in accordance with all applicable jurisdictional requirements and regulations, project specifications and permitted construction drawings.

- B. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number WS-0111, NW South River Drive 12-inch Ductile Iron Pipe watermain Replacement between NW 72<sup>nd</sup> Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of a replacement water main along NW South River Drive, service connections for individual properties, new fire hydrants and associated connections, new connection at existing WASD meter & Service point, roadway restoration improvements, asbestos materials impacts management, oversight & disposal, traffic signalization improvements/restoration, abandonment in place of existing 8-inch Asbestos Concrete Pipe watermain, abandonment of existing services, utility investigation & coordination, testing and placing into service of new installation in accordance with all applicable jurisdictional requirements and regulations.



**INSURANCE POLICIES IN FORCE:****Forms of coverage****Policy Number****Exp. Date**

\* Workers Comp./Employers Liability

+ Comprehensive Automobile Liability

° Comprehensive General Liability

+Excess Liability

Other (Please specify type:\_\_\_\_\_)

**POLICY INCLUDES COVERAGE FOR:****YES****NO**

1. Additional Insured: Town, EOR, and CEI

2. \*Liability under the United States

Longshoremen's and Harbor Workers

Compensation Act

3. + All owned, hired or non-owned automotive

Equipment used in connection with work

Done for the Town.

4. ° Contractual Liability

5. ° Damage caused by explosion, collapse or

Structural injury and damage to underground

Utilities

6. ° Products/Completed Operations

7. ° Town's and Contractors Protective Liability

8. ° Personal injury Liability

+ Excess Liability applies excess of:

(a) Employers Liability

(b) Comprehensive General Liability

(c) Comprehensive Automobile Liability

**TYPES OF POLICY****FORMS OF COVERAGE****LIMITS OF LIABILITY**

Workers' Compensation

Bodily Injury

\$\_\_\_\_\_ Statutory

Employers Liability

Bodily Injury

\$\_\_\_\_\_ Each Accident

Disease

\$\_\_\_\_\_ Each Person

Disease

\$\_\_\_\_\_ Policy Limit

Comprehensive Auto  
Liability

Combined Single

\$\_\_\_\_\_ Each Accident

Limit BI/PD

\$\_\_\_\_\_ Each Occurrence

Comprehensive General  
Occurrence  
Liability

Bodily Injury

\$\_\_\_\_\_ Aggregate

Property Damage \$ \_\_\_\_\_ Each Occurrence  
\$ \_\_\_\_\_ Aggregate  
OR Combined Single \$ \_\_\_\_\_ Each Occurrence  
Limit BI/PD \$ \_\_\_\_\_ Aggregate

---

Excess Liability Combined Single \$ \_\_\_\_\_ Each Occurrence  
Limit BI/PD \$ \_\_\_\_\_ Aggregate

---

Other

---

The Insurance Company hereby agrees to deliver, within ten (10) days from the date hereof, two (2) certified copies of the above policies to the CEI when so requested and two (2) certified copies of the above policies to the Town Attorney when so requested.

Note: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date: \_\_\_\_\_ (SEAL) \_\_\_\_\_  
Insurance Company

Issued at \_\_\_\_\_

---

Authorized Representative  
Insurance Agent or Company

Send three (3) copies to: **Town of Medley**  
**7777 N.W. 72<sup>nd</sup> Avenue**  
**Medley, FL 33166**  
**Attention: Town of Medley Clerk**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

(1) He/she is the \_\_\_\_\_, (Town, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, Town's agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by Contract or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful Contract any advantage against (Recipient), or any person interested in the proposed Work; and

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

**ACKNOWLEDGEMENT**

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_ of \_\_\_\_\_ who is personally known to one or who has  
produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

---

NOTARY PUBLIC

---

Name of Notary Public:  
Print, Stamp, or type as Commissioned

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM**

DEPARTMENT OF STATE CORPORATE CHARTER NO.

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

Section 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1);

- \_\_\_\_\_ (a.) Maintaining, defending, or settling any proceeding.
- \_\_\_\_\_ (b.) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- \_\_\_\_\_ (c.) Maintaining bank accounts.
- \_\_\_\_\_ (d.) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
- \_\_\_\_\_ (e.) Selling through independent contractors.
- \_\_\_\_\_ (f.) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- \_\_\_\_\_ (g.) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- \_\_\_\_\_ (h.) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- \_\_\_\_\_ (i.) Transacting business in interstate commerce.
- \_\_\_\_\_ (j.) Conducting an isolated transaction that is completed within thirty (30) days and that is not one in the course of repeated transactions of a like nature.
- \_\_\_\_\_ (k.) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- \_\_\_\_\_ (l.) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- \_\_\_\_\_ (m.) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) ☐ Partnership, Joint Venture, Estate or Trust.
- (II) ☐ Sole Proprietorship or Self-Employed.

**NOTE:** This sheet **MUST** be enclosed with your Bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
BIDDER'S CORRECT LEGAL NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF BIDDER

### QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Medley  
(Contract Administrator)  
ADDRESS: 7777 N.W. 72<sup>nd</sup> Avenue  
Medley, Florida 33166

SUBMITTED BY: \_\_\_\_\_

CIRCLE ONE  
Corporation  
Partnership  
Individual  
Other

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder

is: \_\_\_\_\_

The address of the principal place of business

is: \_\_\_\_\_

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's name: \_\_\_\_\_

d. Vice President's name: \_\_\_\_\_

e. Secretary's name: \_\_\_\_\_

f. Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_  
\_\_\_\_\_

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization:

b. Name, address and Township units of all partners:

c. State whether general or limited partnership:

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions that are the subject of this Bid, Please attach certificate of competency and/or state registration,

8. Do you have a complete set of documents, including drawings and addenda?

(Y) \_\_\_\_\_ (N) \_\_\_\_\_

9. Have you personally inspected the site of the proposed Work? \_\_\_\_ Yes \_\_\_\_ No

10. Did you attend the Pre-Bid Conference if such conference was held? \_\_\_\_ Yes \_\_\_\_ No

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE BID, AND IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
, \_\_\_\_\_ by \_\_\_\_\_ of  
\_\_\_\_\_, who is personally known to me or who  
has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Name of Notary Public  
Print, Stamp, or type as Commissioned



**ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS**

TO THE TOWN OF MEDLEY:

We, \_\_\_\_\_, hereby acknowledge and agree that as Contractors for the construction of

**ITB NO. 2015-005**

**NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)  
AND**

**RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

- A. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0117, NW South River Drive and Eastside Streets Roadway & Drainage Improvements between NW 72nd Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of roadway and stormwater drainage infrastructure within NW South River Drive including but not limited to, construction of 6-inch diameter, 12-inch diameter, 14"x17" elliptical, 15-inch diameter, 18-inch diameter, 24-inch diameter, 30-inch diameter HDPE and CMP storm drain piping and HDPE double-walled perforated piping as specified; laying out of pipe, pavement removal, trenching/excavation, shoring, fittings, flowable fill, backfill, pavement restoration, drainage structures, required length of exfiltration trenches (3 feet 6-inches width x 15 feet depth), asphalt paving, sidewalk/curbing removal/replacement, pavement markings, landscape improvements, hardscape improvements, street furnishings, street decorative lighting, testing, traffic signage, development of as-builts, clearances/certifications, protection of existing/proposed structures, and activation to comply with the requirements of Miami-Dade Regulatory and Economic Resources (RER) Department in accordance with all applicable jurisdictional requirements and regulations, project specifications and permitted construction drawings.
- B. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number WS-0111, NW South River Drive 12-inch Ductile Iron Pipe watermain Replacement between NW 72<sup>nd</sup> Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of a replacement water main along NW South River Drive, service connections for individual properties, new fire hydrants and associated connections, new connection at existing WASD meter & Service point, roadway restoration improvements, asbestos materials impacts management, oversight & disposal, traffic signalization improvements/restoration, abandonment in place of existing 8-inch Asbestos Concrete Pipe watermain, abandonment of existing services, utility investigation & coordination, testing and placing into service of new installation in accordance with all applicable jurisdictional requirements and regulations.

within the limits of the Town of Medley, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the Town of Medley, Florida,

and its Consulting Engineers against any and all legal liability or loss the Town or its Consulting Engineers may incur due to \_\_\_\_\_ failure to comply with such act.

\_\_\_\_\_  
ATTEST

CONTRACTOR

BY: \_\_\_\_\_  
NAME

\_\_\_\_\_  
ATTEST

DATE

**TRENCH SAFETY ACT COMPLIANCE**

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq. which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bids, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of costs of compliance with the applicable trench safety standards as well as the methods of compliance:

**Methods of Compliance**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(fill in methods)

Total

\$ \_\_\_\_\_

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Town, EOR and CEI are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the Town, CEI and EOR or Responsible Charge are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

\_\_\_\_\_  
Signature of Authorized Representative (Manual)

\_\_\_\_\_  
Name of Authorized Representative (Typed or Printed)

Sworn to and subscribed before me in the State and County first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(affix seal)

Notary Public

\_\_\_\_\_  
My Commission Expires:

## REFERENCES

In order to receive Bid Award consideration on the proposed Bid, it is a requirement that the following "Information Sheet" be completed and returned with your Bid. This information may be used in determining the Bid Award for this Contract.

Bidder

(companyname): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone

No: \_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_

Number of years in business: \_\_\_\_\_ Years

Address of nearest facility: \_\_\_\_\_

List three (3) companies or governmental agencies where these services have been provided in the last 3 years:

Company/Agency Name	_____		
Address	_____		
Contact Person	Title	Telephone No	Email Address
_____	_____	_____	_____

Company/Agency Name	_____		
Address	_____		
Contact Person	Title	Telephone No	Email Address
_____	_____	_____	_____

Company/Agency Name	_____		
Address	_____		
Contact Person	Title	Telephone No	Email Address
_____	_____	_____	_____

**BID BOND**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal and as Surety are held and firmly bound unto the Town of Medley, a municipal corporation of the State of Florida in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_ for:  
Project Description:

**ITB NO. 2015-005**

**NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)  
AND  
RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

- A. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0117, NW South River Drive and Eastside Streets Roadway & Drainage Improvements between NW 72nd Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of roadway and stormwater drainage infrastructure within NW South River Drive including but not limited to, construction of 6-inch diameter, 12-inch diameter, 14"x17" elliptical, 15-inch diameter, 18-inch diameter, 24-inch diameter, 30-inch diameter HDPE and CMP storm drain piping and HDPE double-walled perforated piping as specified; laying out of pipe, pavement removal, trenching/excavation, shoring, fittings, flowable fill, backfill, pavement restoration, drainage structures, required length of exfiltration trenches (3 feet 6-inches width x 15 feet depth), asphalt paving, sidewalk/curbing removal/replacement, pavement markings, landscape improvements, hardscape improvements, street furnishings, street decorative lighting, testing, traffic signage, development of as-builts, clearances/certifications, protection of existing/proposed structures, and activation to comply with the requirements of Miami-Dade Regulatory and Economic Resources (RER) Department in accordance with all applicable jurisdictional requirements and regulations, project specifications and permitted construction drawings.
- B. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number WS-0111, NW South River Drive 12-inch Ductile Iron Pipe watermain Replacement between NW 72<sup>nd</sup> Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of a replacement water main along NW South River Drive, service connections for individual properties, new fire hydrants and associated connections, new connection at existing WASD meter & Service point, roadway restoration improvements, asbestos materials impacts management, oversight & disposal, traffic signalization improvements/restoration, abandonment in place of existing 8-inch Asbestos Concrete Pipe

watermain, abandonment of existing services, utility investigation & coordination, testing and placing into service of new installation in accordance with all applicable jurisdictional requirements and regulations.

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate.
2. If said Bid shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its Bond shall be in no way impaired or affected by any extension of time within which said Town may accept such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

\_\_\_\_\_  
(Individual or Partnership Principal)

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Town/State/Zip)

\_\_\_\_\_  
(Business Phone)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Corporate Principal)\*

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Corporate Principal)\*

By: \_\_\_\_\_

\_\_\_\_\_  
\*Impress Corporate Seal

**IMPORTANT** Surety companies executing Bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

## **NOTICE OF AWARD**

Dated \_\_\_\_\_, 20\_\_\_\_\_

TO: \_\_\_\_\_  
(Bidder -Use Full Name)

(Street Address)

(Town, State, Zip Code)

BID NAME: \_\_\_\_\_

BID NUMBER:

DESCRIPTION OF WORK:

**ITB NO. 2015-005**

**NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)  
AND  
RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

- A. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0117, NW South River Drive and Eastside Streets Roadway & Drainage Improvements between NW 72nd Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of roadway and stormwater drainage infrastructure within NW South River Drive including but not limited to, construction of 6-inch diameter, 12-inch diameter, 14"x17" elliptical, 15-inch diameter, 18-inch diameter, 24-inch diameter, 30-inch diameter HDPE and CMP storm drain piping and HDPE double-walled perforated piping as specified; laying out of pipe, pavement removal, trenching/excavation, shoring, fittings, flowable fill, backfill, pavement restoration, drainage structures, required length of exfiltration trenches (3 feet 6-inches width x 15 feet depth), asphalt paving, sidewalk/curbing removal/replacement, pavement markings, landscape improvements, hardscape improvements, street furnishings, street decorative lighting, testing, traffic signage, development of as-builts, clearances/certifications, protection of existing/proposed structures, and activation to comply with the requirements of Miami-Dade Regulatory and Economic Resources (RER) Department in accordance with all applicable jurisdictional requirements and regulations, project specifications and permitted construction drawings.
- B. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number WS-0111, NW South River Drive 12-inch Ductile Iron Pipe watermain Replacement between NW 72nd Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the

construction of a replacement water main along NW South River Drive, service connections for individual properties, new fire hydrants and associated connections, new connection at existing WASD meter & Service point, roadway restoration improvements, asbestos materials impacts management, oversight & disposal, traffic signalization improvements/restoration, abandonment in place of existing 8-inch Asbestos Concrete Pipe watermain, abandonment of existing services, utility investigation & coordination, testing and placing into service of new installation in accordance with all applicable jurisdictional requirements and regulations.

You are notified that your Bid dated \_\_\_\_\_, 20\_\_\_\_ for the above Work has been awarded by the Town of Medley's Town Council on \_\_\_\_\_.  
The Contract Price is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

1) Submit two (2) copies of the Performance and Payment Bonds to this office. Instructions to the Surety and the Principal for execution of the Bonds are as follows:

- a) Where the Contractor is a Corporation, the Contract and any Bonds must be executed by the President or the Chairman of the Board of the Corporation. The Contract, or Bond, is accompanied by a statement certified by a Secretary of the Corporation. The signatures of the persons executing the Bond on behalf of the Principal and of the surety, respectively, shall each be dated on the signature line. If the Bond is executed by an Attorney-in-Fact for the Surety, the accompanying Power of Attorney must be executed by persons whose authority to do so is plainly identified on the face of the Power of Attorney.
- b) Neither signatures nor the Corporate Seal may appear by facsimile unless the authority for them to appear in that form is plainly disclosed on the face of the document. The Secretary, or other properly authorized Officer, must certify and seal a statement declaring that the authority granted by the Power of Attorney remained in force on the date that the Bond was executed by the Attorney-in-Fact.

2) Include two (2) copies of you current Certificate of Insurance. The Certificate must name the Town as an additional insured and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted Amendment before the expiration date thereof, the issuing Company will give thirty(30) days written notice to the below named certificate holder".

Failure to comply with these conditions within the time specified will entitle the Town to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within twenty (20) days after you comply with the above conditions, the Town will return to you one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact the Contract Administrator's office at (\_\_\_\_) \_\_\_\_\_.

\_\_\_\_\_, Contract Administrator

## **FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, are bound to the Town of Medley, Florida, as Obligee, hereinafter called the Town, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, Bid/Contract No. \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with the Town for in accordance with drawings (plans) and specifications prepared by which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

1. Fully performs the Contract between the Contractor and the Town for construction of, within \_\_\_\_\_ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays the Town all losses, damages, specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor, expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that the Town sustains because of default by Contractor under the Contract; and

3. Upon notification by the Town, corrects any and all defective or faulty Work or materials which appear within one (1) year after final acceptance of the Work.

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by the Town to be, in default under the Contract, the Town having performed the Town's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

4.1 Complete the Contract in accordance with its terms and conditions; or

4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the Town elects, upon determination by the Town and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a Contract between such Bidder and the Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first Paragraph hereof. The term "balance of the Contract Price," as used in this Paragraph, shall mean the total amount payable by the Town to Contractor under the Contract and any Amendments thereto, less the amount properly paid by the Town to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Town named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(CORPORATE SEAL)

\_\_\_\_\_  
(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(Town/State/Zip Code)

\_\_\_\_\_  
(Telephone No.)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, typed or stamped name of Notary  
Public exactly as commissioned

☐ Personally known to me, or

☐ Produced identification:

\_\_\_\_\_  
(type of identification produced)

☐ Did take an oath, or

☐ Did not take an oath

Bonded by: \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

## FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the Town of Medley, Florida, as Obligee, hereinafter called the Town, in the amount of \_\_\_\_\_ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, Bid No. \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the Town for \_\_\_\_\_ in accordance with drawings (plans) and specifications prepared by \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

1. Indemnifies and pays the Town all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that the Town sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 225.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then its obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - a. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within forty five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that it intends to look to the Bond for protection.
  - b. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
  - c. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
Printed name  
Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(Town/State/Zip Code)

\_\_\_\_\_  
(Telephone No.)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, typed or stamped name of Notary  
Public exactly as commissioned

☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(type of identification produced)

☐ Did take an oath, or  
☐ Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted

To \_\_\_\_\_  
[print name of public entity]

By \_\_\_\_\_  
[print individual's name and title]

For \_\_\_\_\_  
[print name of entity submitting sworn statement]

Whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

2. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

**[attach a copy of the final order]**

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

\_\_\_\_\_  
[Signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_

(Type of Identification)

\_\_\_\_\_  
(Print, typed, or stamped commissioned name of Notary Public)

## Contractor's Application For Payment No. \_\_\_\_\_

To (Owner):	Application Period:	Application Date:
Project:	From (Contractor):	Via (Engineer)
Owner's Contract No.:	Contract:	
	Contractor's Project No.:	Engineer's Project No.:

### APPLICATION FOR PAYMENT

#### Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ _____
			2. Net change by Change Orders..... \$ _____
			3. CURRENT CONTRACT PRICE (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F on Progress Estimate) ..... \$ _____
			5. RETAINAGE:
			a. ____ % x \$ _____ Work Completed..... \$ _____
			b. ____ % x \$ _____ Stored Material ..... \$ _____
			c. Total Retainage (Line 5a + Line 5b) ..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G on Progress Estimate + Line 5 above)..... \$ _____
TOTALS			
NET CHANGE BY CHANGE ORDERS			

### CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____	Date: _____	
-----------	-------------	--

Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	_____ (Date)
	(Engineer)	
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	_____ (Date)
	(Owner)	
Approved by:	_____	_____ (Date)
	Funding Agency (if applicable)	



## Contractor's Application

EJCDC No. C-620 (2002 Edition) Page 2 of 3  
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

### Contractor's Application

[illegible]

### Contractor's Application

[illegible]

# Change Order

## Instructions

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### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

## Change Order

No. \_\_\_\_\_

Date of Issuance: _____		Effective Date: _____
Project: _____	Owner: _____	Owner's Contract No.: _____
Contract: _____		Date of Contract: _____
Contractor: _____		Engineer's Project No.: _____

The Contract Documents are modified as follows upon execution of this Change Order:

Description: \_\_\_\_\_

Attachments: (List documents supporting change): \_\_\_\_\_

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
\$ _____	Substantial completion (days or date): _____
(Increase) [Decrease] from previously approved Change Orders No. _____ to No. _____:	Ready for final payment (days or date): _____
\$ _____	(Increase) [Decrease] from previously approved Change Orders No. _____ to No. _____:
Contract Price prior to this Change Order: _____	Substantial completion (days or date): _____
\$ _____	Ready for final payment (days or date): _____
(Increase) [Decrease] of this Change Order: _____	(Increase) [Decrease] of this Change Order: _____
\$ _____	Substantial completion (days or date): _____
Contract Price incorporating this Change Order: _____	Ready for final payment (days or date): _____
\$ _____	Contract Times with all approved Change Orders: _____
	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

BJCDC No. C-40 (2010 Edition)

Prepared by the Engineering Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Page 3 of 3

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20 \_\_\_\_\_.

TO: \_\_\_\_\_  
(Bidder)

Project No.: \_\_\_\_\_

**ITB NO. 2015-005**

**RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)  
AND  
RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

- A. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0117, NW South River Drive and Eastside Streets Roadway & Drainage Improvements between NW 72nd Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of roadway and stormwater drainage infrastructure within NW South River Drive including but not limited to, construction of 6-inch diameter, 12-inch diameter, 14"x17" elliptical, 15-inch diameter, 18-inch diameter, 24-inch diameter, 30-inch diameter HDPE and CMP storm drain piping and HDPE double-walled perforated piping as specified; laying out of pipe, pavement removal, trenching/excavation, shoring, fittings, flowable fill, backfill, pavement restoration, drainage structures, required length of exfiltration trenches (3 feet 6-inches width x 15 feet depth), asphalt paving, sidewalk/curbing removal/replacement, pavement markings, landscape improvements, hardscape improvements, street furnishings, street decorative lighting, testing, traffic signage, development of as-builts, clearances/certifications, protection of existing/proposed structures, and activation to comply with the requirements of Miami-Dade Regulatory and Economic Resources (RER) Department in accordance with all applicable jurisdictional requirements and regulations, project specifications and permitted construction drawings.
- B. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number WS-0111, NW South River Drive 12-inch Ductile Iron Pipe watermain Replacement between NW 72<sup>nd</sup> Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of a replacement water main along NW South River Drive, service connections for individual properties, new fire hydrants and associated connections, new connection at existing WASD meter & Service point, roadway restoration improvements, asbestos materials impacts management, oversight & disposal, traffic signalization improvements/restoration, abandonment in place of existing 8-inch Asbestos Concrete Pipe watermain, abandonment of existing services, utility investigation & coordination, testing and placing into service of new installation in accordance with all applicable jurisdictional requirements and regulations.

TOWN'S CONTRACT NO: \_\_\_\_\_  
CONTRACT FOR: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are notified that the Contract time under the above Contract will commence to run on \_\_\_\_\_, 20\_\_\_\_, the Effective Date.

By that date, you are to start performing the Work and your other obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are set forth in the Contract Document; they are \_\_\_\_\_, 20\_\_\_\_ and \_\_\_\_\_, 20\_\_\_\_, respectively.

Before you may start any Work at the site, you must deliver to the Town, the Policies of Insurance and Payment and Performance Bonds which you are required to purchase and maintain in accordance with the Contract Documents.

Work at the site must be started by \_\_\_\_\_, 20\_\_\_\_, as indicated in the Contract Documents.

\_\_\_\_\_  
(Town)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

ITB NO. 2015-005

NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS (FROM NW 72<sup>ND</sup> AVENUE TO NW 74<sup>TH</sup> STREET)  
AND RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)

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## **TECHNICAL SPECIFICATIONS REFERENCES**



## **APPLICABLE FLORIDA DEPARTMENT OF TRANSPORTATION TECHNICAL SPECIFICATIONS**

- 100 CONSTRUCTION EQUIPMENT - GENREAL REQUIREMENTS
- 101 MOBILIZATION
- 102 MAINTENANCE OF TRAFFIC
- 104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION
- 105 CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS
- 107 LITTER REMOVAL AND MOWING
- 110 CLEARING AND GRUBBING
- 120 EXCAVATION AND EMBANKMENT
- 125 EXCAVATION FOR STRUCTURES AND PIPE
- 160 STABILIZING
- 210 REWORKING LIMEROCK BASE
- 230 LIMEROCK STABILIZED BASE
- 300 PRIME AND TACK COATS
- 320 HOT MIX ASPHALT - PLANT, METHODS, AND EQUIPMENT
- 327 MILLING OF EXISTING ASPHALT PAVEMENT
- 330 HOT MIX ASPHALT - GENERAL CONSTRUCTION REQUIREMENTS
- 400 CONCRETE STRUCTURES
- 425 INLETS, MANHOLES, AND JUNCTION BOXES
- 446 PRECAST CONCRETE DRAINAGE PRODUCTS
- 550 FENCING
- 514 PLASTIC FILTER FABRIC
- 522 SIDEWALKS
- 523 PATTERNED PAVEMENT
- 526 ARCHITECTURAL PAVERS
- 527 DETECTABLE WARNINGS
- 570 PERFORMANCE TURF
- 700 HIGHWAY SIGNING
- 706 RAISED RETROREFLECTIVE PAVEMENT MARKERS AND BITUMINOUS ADHESIVE
- 710 PAINTED PAVEMENT MARKINGS
- 711 THERMOPLASTIC TRAFFIC STRIPES AND MARKING
- 715 HIGHWAY LIGHTING SYSTEM
- 911 LIMEROCK MATERIAL FOR BASE AND STABILIZED BASE
- 914 STABILIZATION MATERIALS
- 949 BRICK AND CONCRETE MASONARY UNITS FOR MANHOLES, INLETS AND OTHER  
STRUCTURE

## **APPLICABLE MIAMI DADE COUNTY PUBLIC WORKS TECHNICAL SPECIFICATIONS**

- 24 CLEARING AND GRUBBING
- 30 EXCAVATION AND EMBANKMENT
- 33 STABILIZING
- 40 RESTORATION OF TRENCHES
- 51 LIMEROCK BASE
- 100 PRIME AND TACK COATS
- 132 ASPHALTIC CONCRETE SURFACE COURSE
- 133 TYPE S-1 ASPHALT CONCRETE SURFACE COURSE
- 310 EXCAVATION, TRENCHING AND BACKFILLING FOR PIPE STRUCTURES
- 320 DRAINAGE PIPE
- 360 SEEPAGE DRAIN

## **APPLICABLE MIAMI DADE WATER AND SEWER DEPARTMENT TECHNICAL SPECIFICATIONS**

01011 SITE CONDITIONS  
01016 SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY  
01018 ENVIROMENTAL CONTAMINATION  
01031 GRADES, LINES AND LEVELS  
01090 REFERENCE STANDARDS  
01100 SPECIAL PROJECT PROCEDURES  
01150 PRECONSTRUCTION CONFERENCE  
01340 SHOP DRAWINGS  
01600 MATERIALS AND EQUIPMENT SHIPPING, HANDLING, STORAGE AND PROTECTION  
01710 CLEANING  
01720 PROJECT RECORD DOCUMENTS  
01725 PROJECT AS - BUILTS  
01740 PERMITS  
01750 MAINTENANCE OF TRAFFIC AND PUBLIC STREETS  
02230 CLEANING AND GRUBBING  
02260 STEEL SHEET PILING  
02314 EXCAVATION, BACKFILL AND FILL FOR STRUCTURAL FACILITY AND UTILITY SYSTEM  
02315 TRENCHING AND BACKFILLING FOR PIPING SYSTEMS  
02536 PRECAST MANHOLES & COVERS  
02615 CONCRETE PROTECTIVE LINER SYSTEM FOR PRECAST STRUCTURES  
02741 PRIME AND TACK COATS  
02745 PAVEMENT MARKING AND TRAFFIC SIGNS  
02900 LANDSCAPING  
03300 CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK  
03375 FOLDABLE FILL  
03400 PRECAST PRESTRESSED CONCRETE  
03600 GROUT  
04060 MORTAR  
04082 JOINT REINFORCEMENT  
15010 BASIC MECHANICAL REQUIREMENTS  
15040 SEAL WATER SYSTEM  
15060 PIPING AND FITTINGS  
15065 MISCELLANEOUS MATERIALS  
15100 VALVES, GENERAL  
15105 BALL VALVES  
15115 CHECK VALVES  
15120 GATE VALVES  
15130 MISCELLANEOUS VALVES  
15330 FIRE HYDRANTS

## CONTRACT FOR CONSTRUCTION

**THIS CONTRACT FOR CONSTRUCTION** (the "Contract") is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, **2015** by and between **TOWN OF MEDLEY, FLORIDA**, a Florida municipal corporation (hereinafter called the "**TOWN**") and

\_\_\_\_\_  
(hereinafter called **CONTRACTOR**), with its principal place of business at \_\_\_\_\_.

**TOWN** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK

**1.1 Project/Work - CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the Work required by the Contract Documents for:

Project Description:

**ITB NO. 2015-005**  
**NW SOUTH RIVER DRIVE & EASTSIDE STREETS**  
**ROADWAY & DRAINAGE IMPROVEMENTS (FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**  
**AND**  
**RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS**  
**NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT**  
**(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

- A. The Contractor shall furnish all supervision, labor, materials, tools, equipment, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0117, NW South River Drive and Eastside Streets Roadway & Drainage Improvements between NW 72nd Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of roadway and storm water drainage infrastructure within NW South River Drive including but not limited to, construction of 6-inch diameter, 12-inch diameter, 14"x17" elliptical, 15-inch diameter, 18-inch diameter, 24-inch diameter, 30-inch diameter HDPE and CMP storm drain piping and HDPE double-walled perforated piping as specified; laying out of pipe, pavement removal, trenching/excavation, shoring, fittings, flowable fill, backfill, pavement restoration, drainage structures, required length of exfiltration trenches (3 feet 6-inches width x 15 feet depth), asphalt paving, sidewalk/curbing removal/replacement, pavement markings, landscape improvements, hardscape improvements, street furnishings, street decorative lighting, testing, traffic signage, development of as-builts, clearances/certifications, protection of existing/proposed structures, and activation to comply with the requirements of Miami-Dade Regulatory and Economic Resources (RER) Department in accordance with all applicable jurisdictional requirements and regulations, project specifications and permitted construction drawings.
- B. The Contractor must furnish all supervision, labor, materials, tools, equipment, and performing

all operations required to construct the Town of Medley Capital Improvements Project Number WS-0111, NW South River Drive 12-inch Ductile Iron Pipe watermain Replacement between NW 72<sup>nd</sup> Avenue and NW 74 Street in accordance with the Contract Documents and as described in the Drawings, General Notes, and Bid Specifications. Work includes, but is not limited to, the construction of a replacement water main along NW South River Drive, service connections for individual properties, new fire hydrants and associated connections, new connection at existing WASD meter & Service point, roadway restoration improvements, asbestos materials impacts management, oversight & disposal, traffic signalization improvements/restoration, abandonment in place of existing 8-inch Asbestos Concrete Pipe watermain, abandonment of existing services, utility investigation & coordination, testing and placing into service of new installation in accordance with all applicable jurisdictional requirements and regulations.

## **Article 2. TOWN'S REPRESENTATIVE, ARCHITECT AND ENGINEER**

**2.1.** It is understood that the TOWN will designate a representative for the Work. The **TOWN'S RESIDENT PROJECT REPRESENTATIVE** referred to in any of the Contract Documents designated herein is: \_\_\_\_\_.

**2.2** The TOWN'S **ENGINEER OF RECORD (EOR)** referred to in any of the Contract Documents designated herein is: \_\_\_\_\_.

**2.3** The TOWN's **CONSTRUCTION ENGINEERING AND INSPECTION SERVICES COMPANY (CEI)** referred to in any of the Contract Documents designated herein is \_\_\_\_\_.

## **Article 3. TERM**

**3.1 Contract Times.** The Work shall be Substantially Complete within Two Hundred and Forty **(305)** calendar days after the date specified in the Notice to Proceed and achieve Final Completion completed and ready for final payment in accordance with the Contract Documents within Three Hundred and Sixty Five **(365)** calendar days after the date specified in the Notice to Proceed. Failure to achieve timely Final Completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Section XII(3) of the General Conditions.

**3.2. Term.** The term of the Contract shall be from the date of execution through the date of final payment unless terminated earlier pursuant to the General Conditions or otherwise indicated in the Contract Documents.

**3.3 Survival of Obligations.** Any obligations by the Contractor, including but not limited to the Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

**3.4. Liquidated Damages.** **TOWN** and **CONTRACTOR** recognize that time is of the essence in this Contract and that the **TOWN** will suffer financial loss if the Work is not completed within the Contract Time specified in Section 3.1 for the Work, plus any approved extensions thereof allowed in accordance with the General Conditions. The **CONTRACTOR** also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by **TOWN** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **TOWN** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **TOWN Five Hundred Dollars (\$500.00)** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if **CONTRACTOR** shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by **TOWN**, **CONTRACTOR** shall pay **TOWN Five Hundred Dollars (\$500.00)** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

**3.5.** Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the **CONTRACTOR**, it is understood and agreed that aside from any other liquidated damages, all actual additional costs incurred by the **TOWN** for professional services will be the responsibility of the **CONTRACTOR**.

**3.6.** Monies due to the **TOWN** under Sections 3.4 and 3.5 shall be deducted from any monies due the **CONTRACTOR**, or if no money is due or the amount due is insufficient to cover the amount charged, the **CONTRACTOR** shall be liable for said amount.

#### **Article 4. CONTRACT SUM**

**4.1** The **TOWN** shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order and the utilization of allowance expense accounts as provided in the Contract Documents, the Contract Sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). **TOWN** shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents.

Estimated quantities in the Bid Tabulation are not guaranteed, and determination of actual quantities and classification are to be made by the CEI as provided in the Contract Documents.

**4.2.** The **CONTRACTOR** agrees that all specific cash allowances are included in the above Contract Sum and have been computed in accordance with the Contract Documents.

#### **Article 5. PAYMENT PROCEDURES**

**5.1** **CONTRACTOR** shall submit Applications for Payment in accordance with the General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by **TOWN** as provided in the General Conditions.

**5.2** **Progress Payments, Retainage.** **TOWN** shall make progress payments, deducting the amount from the Contract Sum above, on the basis of **CONTRACTOR'S** Applications for Payment

as recommended by the **TOWN'S REPRESENTATIVE**, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall not be made until the CONTRACTOR delivers to the TOWN complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the TOWN, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for Work completed to date.

**5.3.** Ten percent (10%) of all monies earned by the Contractor shall be retained by the Town until the Work is totally completed as specified and accepted by the Town. After fifty percent (50%) of the Work has been completed, the Town may reduce the retainage to five percent (5%) of all monies earned upon request to the Contract Administrator.

5.3.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as TOWN'S **REPRESENTATIVE** shall determine, or **TOWN** may withhold, in accordance with the General Conditions.

**5.4.** The payment of any Application for Payment by TOWN, including the Final Request, does not constitute approval or Acceptance by **TOWN** of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of TOWN'S rights hereunder or at law or in equity.

**5.5.** The Final Application for Payment by **CONTRACTOR** shall not be made until the **CONTRACTOR** delivers to the TOWN complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the **TOWN**, and an affidavit that so far as the **CONTRACTOR** has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The **CONTRACTOR** may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to TOWN to defend and indemnify TOWN and any other property owner, person or entity TOWN may be required to indemnify against any lien or claim.

**5.6. Final Payment.** Upon final completion and acceptance of the Work in accordance with the General Conditions, **TOWN** shall pay the remainder of the Contract Sum and any retainage as recommended by the **TOWN'S REPRESENTATIVE**.

**5.7** The Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with properly executed releases of liens by all Sub-Contractors, suppliers and material men who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the CEI or Contract Documents. Each requisition shall be submitted in triplicate to the CEI for approval. The Town shall make payment to the Contractor within thirty (30) days after approval by the CEI of the Contractor's requisition for payment,

**5.8** The Town may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- 5.8.1 Defective Work not remedied.
- 5.8.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
- 5.8.3 Failure of the Contractor to make payment to Sub-Contractors or suppliers for materials or labor.
- 5.8.4 Damage to another Contractor not remedied.
- 5.8.5 Liability for liquidated damages has been incurred by the Contractor.
- 5.8.6 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
- 5.8.7 Reasonable evidence that the Work will not be completed within the Contract Time.
- 5.8.8 Persistent failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a Surety Bond or consent of surety satisfactory to the Town which will protect the Town in the amount withheld, payment maybe made in whole or in part.

## **Article 6. INSURANCE/INDEMNIFICATION.**

**6.1. Insurance.** The **CONTRACTOR** shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the **TOWN** against hazards or risks of loss as specified in the General Conditions and the Contract Documents.

**6.2. Indemnification.** The **CONTRACTOR** shall indemnify, defend and hold harmless the **TOWN**, their officials, agents, employees, and volunteers as set forth in General Conditions and of the Contract Documents.

## **Article 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce **TOWN** to enter into this Contract, **CONTRACTOR** makes the following representations:

**7.1. CONTRACTOR** has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

**7.2. CONTRACTOR** has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

**7.3. CONTRACTOR** is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

**7.4. CONTRACTOR** has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. **CONTRACTOR** acknowledges that **TOWN** does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by **CONTRACTOR** and safety precautions and programs incident thereto. **CONTRACTOR** does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

**7.5.** The **CONTRACTOR** is aware of the general nature of Work to be performed by **TOWN** and others at the site that relates to the Work as indicated in the Contract Documents.

**7.6.** The **CONTRACTOR** has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

**7.7.** The **CONTRACTOR** has given the **TOWN'S PROJECT REPRESENTATIVE** written notice of all conflicts, errors, ambiguities or discrepancies that **CONTRACTOR** has discovered in the Contract Documents and the written resolution thereof by the **TOWN'S PROJECT REPRESENTATIVE** is acceptable to **CONTRACTOR**, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**7.8.** The **CONTRACTOR** warrants the following:

**7.8.1. Anti-Discrimination:** The **CONTRACTOR** agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

**7.8.2. Anti-Kickback:** The **CONTRACTOR** warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the **TOWN** has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the **TOWN** shall have the right to annul this Contract without



liability or, in its discretion, to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

- 7.8.3. **Licensing and Permits:** The **CONTRACTOR** warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or TOWN.
- 7.8.4. **Public Entity Crime Statement:** The **CONTRACTOR** warrants that it has not been place on the convicted vendor list following a conviction for public entity crime, as specified in the Instructions to Bidders.

## **Article 8. CONTRACT DOCUMENTS.**

**8.1** The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

- 8.1.1 Change Orders.
- 8.1.2 Field Orders.
- 8.1.3 Contract for Construction.
- 8.1.4 Exhibits to this Contract.
- 8.1.5 Supplementary Conditions.
- 8.1.6 General Conditions.
- 8.1.7 Bid Construction Specifications
- 8.1.8. Drawings/Plans
- 8.1.9. Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
- 8.1.10. Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.11. The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.12. There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

8.1.13. The Contract Documents shall remain the property of the TOWN. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other Projects without the TOWN's prior written authorization.

8.1.14. The General Conditions discuss the bond and surety requirements of the TOWN. This Contract requires bonds, which must be required before the commencement of any Work.

## **Article 9. MISCELLANEOUS.**

**9.1.** Terms used in this Contract which are defined in the other Contract Documents shall have the meanings indicated in the Contract Documents and shall apply to this Contract.

**9.2.** Except as otherwise provided in the Contract Documents with respect to Subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**9.3.** **TOWN** and **CONTRACTOR** each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**9.4.** Severability: Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

**9.5.** Remedies: If and when any default of this Contract occurs, the **TOWN** may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the **TOWN**. Nothing contained in this Contract shall limit the **TOWN** from pursuing any legal or equitable remedies that may apply.

**9.6.** Access to Public Records: The **CONTRACTOR** shall comply with the applicable provisions of Chapter 119, Florida Statutes. The **TOWN** shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

**9.7.** Inspection and Audit: During the term of this Contract and for five (5) years from the date of Termination, the **CONTRACTOR** shall allow **TOWN** representatives access during reasonable

business hours to **CONTRACTOR'S** records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the **TOWN** determines the **CONTRACTOR** was paid for services not performed, upon receipt of written demand by the **TOWN**, the **CONTRACTOR** shall remit such payments to the **TOWN**.

**9.8.** Counterparts: This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

**9.9.** Notices: Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

**FOR CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR TOWN:**

Town of Medley  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: TOWN Mayor  
\_\_\_\_\_

**WITH COPY TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: TOWN Attorney  
\_\_\_\_\_

**9.10.** Waiver Of Jury Trial And Venue: The **TOWN** and **CONTRACTOR** knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

**9.11.** Attorneys' Fees: If either the **TOWN** or **CONTRACTOR** is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

**9.12.** Amendments: This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form approved by the Town.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF MEDLEY, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and by \_\_\_\_\_ (**Contractor**), signing by and through its \_\_\_\_\_, duly authorized to execute same.

**TOWN:**

ATTEST :

TOWN OF MEDLEY, FLORIDA, a Florida  
municipal  
corporation

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Roberto Martell, Mayor

Executed: \_\_\_\_\_, 2015.

APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF TOWN OF MEDLEY ONLY:

\_\_\_\_\_  
Town Attorney

**CONTRACTOR:**

WITNESS

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name/Title signed above)

Executed: \_\_\_\_\_, 20\_\_

(\*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am of the \_\_\_\_\_,  
and that \_\_\_\_\_, who signed the Bid with the TOWN OF MEDLEY, FLORIDA for  
\_\_\_\_\_, is \_\_\_\_\_ of said Corporation with full authority to  
sign said Bid on behalf of the Corporation.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2015.

(SEAL) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed w/Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2015.

My Commission Expires:

\_\_\_\_\_  
Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_,  
who signed the Bid with the TOWN of MEDLEY, MIAMI-DADE County, Florida, for the project titled \_\_\_\_\_, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

\_\_\_\_\_  
(Signature)      (Typed Name w/Title)

\_\_\_\_\_  
(Signature)      (Typed Name w/Title)

\_\_\_\_\_  
(Signature)      (Typed Name w/Title)

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2015.

(SEAL) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed w/Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2015.

My Commission Expires:

\_\_\_\_\_  
Notary Public

<b>NW SOUTH RIVER DRIVE &amp; EASTSIDE STREETS ROADWAY &amp; DRAINAGE IMPROVEMENTS AND RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT (FROM NW 72ND AVENUE TO NW 74TH STREET) Town of Medley ITB No 2015-005</b>						
ITEM NO	PAY ITEM	DESCRIPTION	UNIT	UNIT COSTS	QUANTITY	ITEM COST
1	GC-0001	GENERAL REQUIREMENTS & CONDITIONS (INSURANCE, PERMIT FEES, BONDS, TEMP. FACILITIES, PERFORMANCE GUARANTEE, ETC)	LS		1	
2	GC-0002	MOBILIZATION / DEMOBILIZATION	LS		1	
3	GC-0003	MAINTENANCE OF TRAFFIC	LS		1	
4	GC-0004	ALLOWANCE FOR DEWATERING	AL	\$30,000.00	1	\$30,000.00
5	GC-0005	ALLOWANCE FOR SUBSURFACE UTILITY ENGINEERING	AL	\$30,000.00	1	\$30,000.00
6	GC-0006	ALLOWANCE FOR MISCELLANEOUS UTILITIES ADJUSTMENT AND COORDINATION	AL	\$20,000.00	1	\$20,000.00
7	GC-0007	ALLOWANCE FOR PERMITS, TESTING, LICENSES, ETC	AL	\$20,000.00	1	\$20,000.00
8	GC-0008	ALLOWANCE FOR TRAFFIC SIGNALIZATION ADJUSTMENTS (INCLUDES ALL REPAIRS TO SIGNALIZATION TO EXISTING CONDITIONS)	AL	\$5,000.00	1	\$5,000.00
9	GC-0009	ALLOWANCE FOR ASBESTOS MATERIAL HANDLING, DISPOSAL, MANAGEMENT, AND OVERSIGHT.	AL	\$150,000.00	1	\$150,000.00
10	SW-0001	REMOVAL AND DISPOSAL OF EXIST ASPHALTIC CONCRETE PAVEMENT	SY		9400	
11	SW-0002	REMOVAL AND DISPOSAL OF EXIST CONCRETE SIDEWALK	SY		2200	
12	SW-0003	FURNISH AND INSTALL 2" OF TYPE S-III ASPHALTIC CONCRETE	TON		700	
13	SW-0004	FURNISH AND INSTALL 8" OF LIMEROCK BASE (COMPACTED TO 98% OF MAX DENSITY PER AASHTO T-180)	SY		7600	
14	SW-0005	FURNISH AND INSTALL 12" OF STABILIZED SUBGRADE (COMPACTED TO 95% OF MAX DENSITY PER AASHTO T-180)	SY		11000	
15	SW-0006	FURNISH AND INSTALL HERRINGBONE CONCRETE BRICK PAVERS	SY		2065	
16	SW-0007	FURNISH AND INSTALL 1" SAND BEND	SY		2100	
17	SW-0008	FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK, 6" THICK AT DRIVEWAYS	SY		2200	
18	SW-0009	FURNISH AND INSTALL TYPE D CURB	LF		4400	
19	SW-0010	FURNISH AND INSTALL TYPE F CURB	LF		500	
20	SW-0011	MILL 1" OF EXIST. ASPHALTIC CONCRETE PAVEMENT	SY		2600	
21	SW-0012	FURNISH AND INSTALL SODDING (INCLUDES TOP SOIL, WATERING)	SY		1200	
22	SW-0013	FURNISH AND INSTALL 6" CONCRETE RIBBON CURB	LF		3100	
23	SW-0014	FURNISH AND INSTALL 12" CONCRETE BORDER	LF		600	
24	SW-0015	FURNISH AND INSTALL INLET, DITCH BOTTOM, TYPE F, <10'	EA		5	
25	SW-0016	FURNISH AND INSTALL INLET, CURB INLET, TYPE 5, >10'	EA		2	
26	SW-0017	FURNISH AND INSTALL INLET, CURB INLET, TYPE 8, (MODIFIED) (SHALLOW)	EA		1	
27	SW-0018	FURNISH AND INSTALL INLET, CURB INLET, TYPE 8, (MODIFIED), <10'	EA		9	
28	SW-0019	FURNISH AND INSTALL INLET, CURB INLET, TYPE 8, (MODIFIED), >10'	EA		6	
29	SW-0020	FURNISH AND INSTALL DRAINAGE MANHOLE (TRAFFIC RATED), <10', (48" DIA)	EA		1	
30	SW-0021	FURNISH AND INSTALL 6" DIA. SOLID PIPE (INCLUDES TRENCH RESTORATION WITHIN PRIVATE PROPERTY TO MATCH EXIST.)	LF		300	
31	SW-0022	FURNISH AND INSTALL 13"x17" SOLID PIPE (ARCHED) (CMP)	LF		300	
32	SW-0023	FURNISH AND INSTALL 18" DIA. SOLID PIPE (HDPE)	LF		1600	
33	SW-0024	FURNISH AND INSTALL FURNISH AND INSTALL FRENCH DRAIN (18" DIA. (HDPE) PERFORATED PIPE, 3.5' WIDTH, 15' DEEP)	LF		1500	
34	SW-0025	FURNISH AND INSTALL FDOT TRENCH DRAIN (TYPE II) (14" W x 20" H x 12' L)	EA		13	
35	SW-0026	FURNISH AND INSTALL POLLUTION RETARDANT BAFFLES	EA		24	
36	SW-0027	FURNISH AND INSTALL DETECTABLE SURFACE	SF		300	
37	SW-0028	FURNISH AND INSTALL ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL GROUND MOUNT - SOLAR POWERED & ELECTRONIC WARNING SIGN (PER FDOT STDS.)	AS		2	
38	SW-0029	FURNISH & INSTALL SIGNAGE AND PAVEMENT MARKING (PER PLANS AND FDOT STDS) (THERMO)	LS		1	
39	E-0001	FURNISH AND INSTALL LIGHT POLE COMPLETE, INCLUDING FOUNDATION, GROUNDING, POLE CABLE DISTRIBUTION ASSEMBLY, LUMINAIRE & ALL INSTALLATION COMPONENTS & APPURTENANCES	AS		45	
40	E-0002	FURNISH AND INSTALL LIGHTING CONDUCTOR (PER PLANS AND FDOT STDS.)	LF		11580	
41	E-0003	FURNISH AND INSTALL LIGHTING CONDUIT, UNDERGROUND (PER PLANS AND FDOT STDS.)	LF		2895	
42	E-0004	FURNISH AND INSTALL POWER SERVICE, INCL ALL COORDINATION WITH FP&L (PER PLANS AND FDOT STDS.)	LS		1	
43	E-0005	FURNISH AND INSTALL LOAD CENTER (SECONDARY), INCL ALL COORDINATION WITH FP&L (PER PLANS AND FDOT STDS.)	LS		1	
44	E-0006	FURNISH AND INSTALL PULLBOX (SIDEWALK/ROADSIDE) (PER FDOT AND NEC REQUIREMENTS)	AS		47	
45	LA-0001	REMOVE & DISPOSE EXIST. MEDIUM PALMS	EA		2	
46	LA-0002	REMOVE & DISPOSE EXIST. MEDIUM TREES	EA		2	
47	LA-0003	TRANSPLANT EXIST. MEDIUM PALMS	EA		1	
48	LA-0004	TRANSPLANT EXIST. LARGE TREES	EA		1	
49	LA-0005	MISCELLANEOUS LANDSCAPE CLEARING & GRUBBING	AS		1	
50	LA-0006	FURNISH AND INSTALL COCCOLOBA DIVERSIFOLIA (PIGEON PLUM) (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	EA		22	
51	LA-0007	FURNISH AND INSTALL FICUS MICROCARPA (GREEN ISLAND FICUS) (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	EA		298	
52	LA-0008	FURNISH AND INSTALL LYSILOMA LATISILQUA (WILD TAMARIND) (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	EA		13	
53	LA-0009	FURNISH AND INSTALL MUHLENBERGHIA CAPILLARIS (MUHLY GRASS) (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	EA		219	
54	LA-0010	FURNISH AND INSTALL NEPHROLEPIS EXALTATA (BOSTON FERN) (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	EA		240	
55	LA-0011	FURNISH AND INSTALL PODOCARPUS MACROPHYLLUS (PODOCARPUS) (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	EA		35	

**ATTACHMENT 1 – BID TABLE (FULL SIZE)**

<b>NW SOUTH RIVER DRIVE &amp; EASTSIDE STREETS ROADWAY &amp; DRAINAGE IMPROVEMENTS AND RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT (FROM NW 72ND AVENUE TO NW 74TH STREET)</b>						
ITEM NO	PAY ITEM	DESCRIPTION	UNIT	UNIT COSTS	QUANTITY	ITEM COST
56	LA-0012	FURNISH AND INSTALL RHAPIS EXCELSA (LADY PALM) (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	EA		2	
57	LA-0013	FURNISH AND INSTALL VEITCHIA MONTGOMERYANA (MONTGOMERY PALM) (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	EA		5	
58	LA-0014	FURNISH AND INSTALL 6-INCH SOIL IN LANDSCAPED AREAS (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	CY		40	
59	LA-0015	FURNISH AND INSTALL MULCH (2" IN ALL SHRUB AREAS AND 5' DIAMETER RING AROUND TREES) (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	CY		20	
60	LA-0016	FURNISH AND INSTALL DECORATIVE STREETSCAPE BENCHES (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	EA		6	
61	LA-0017	FURNISH AND INSTALL TRASH RECEPTACLES (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	EA		6	
62	LA-0018	FURNISH AND INSTALL MISCELLANEOUS CONCRETE FOR LANDSCAPED AREAS (INCL. ALL INSTALLATION COMPONENTS AND ITEMS )	LS		1	
63	WM-0001	FURNISH AND INSTALL 6" DUCTILE IRON PIPE (D.I.P) INCLUDES ALL INSTALLATION COMPONENTS.	LF		270	
64	WM-0002	FURNISH AND INSTALL 8" DUCTILE IRON PIPE (D.I.P) INCLUDES ALL INSTALLATION COMPONENTS.	LF		150	
65	WM-0003	FURNISH AND INSTALL 12" DUCTILE IRON PIPE (D.I.P) INCLUDES ALL INSTALLATION COMPONENTS	LF		3685	
66	WM-0004	FURNISH AND INSTALL 12"x12" MJ WET TAP. INCLUDES ALL INSTALLATION COMPONENTS INCLUDING COUPLINGS, SLEEVES AND VALVES.	EA		2	
67	WM-0005	6" CUT IN CONNECTION. INCLUDES INCLUDES ALL INSTALLATION COMPONENTS INCLUDING SOLID SLEEVE ADAPTER AND RESTRAINTS	EA		1	
68	WM-0006	8" CUT IN CONNECTION. INCLUDES INCLUDES ALL INSTALLATION COMPONENTS INCLUDING SOLID SLEEVE ADAPTER AND RESTRAINTS	EA		4	
69	WM-0007	12" CUT IN CONNECTION. INCLUDES INCLUDES ALL INSTALLATION COMPONENTS INCLUDING SOLID SLEEVE ADAPTER AND RESTRAINTS	EA		2	
70	WM-0008	FURNISH AND INSTALL 12"x12" DIP TEES INCLUDES ALL INSTALLATION COMPONENTS.	EA		5	
71	WM-0009	FURNISH AND INSTALL 12"x8" DIP TEES INCLUDES ALL INSTALLATION COMPONENTS.	EA		2	
72	WM-0010	FURNISH AND INSTALL 12"x6" DIP TEES INCLUDES ALL INSTALLATION COMPONENTS.	EA		9	
73	WM-0011	FURNISH AND INSTALL 8"x8" DIP TEES INCLUDES ALL INSTALLATION COMPONENTS.	EA		4	
74	WM-0012	FURNISH AND INSTALL 6" DUCTILE IRON ELBOW (REST). INCLUDES ALL INSTALLATION COMPONENTS.	EA		16	
75	WM-0013	FURNISH AND INSTALL 8" DUCTILE IRON ELBOW (REST). INCLUDES ALL INSTALLATION COMPONENTS.	EA		16	
76	WM-0014	FURNISH AND INSTALL 12" DUCTILE IRON ELBOW (REST). INCLUDES ALL INSTALLATION COMPONENTS.	EA		38	
77	WM-0015	FURNISH AND INSTALL 6" GATE VALVE. INCLUDES ALL INSTALLATION COMPONENTS.	EA		10	
78	WM-0016	FURNISH AND INSTALL 8" GATE VALVE. INCLUDES ALL INSTALLATION COMPONENTS.	EA		5	
79	WM-0017	FURNISH AND INSTALL 12" GATE VALVE. INCLUDES ALL INSTALLATION COMPONENTS.	EA		16	
80	WM-0018	FURNISH AND INSTALL 2" FLUSHING VALVE OUTLET (FVO)	EA		3	
81	WM-0019	FURNISH AND INSTALL 12" RESTRAINED CAP. INCLUDES ALL INSTALLATION COMPONENTS.	EA		4	
82	WM-0020	4"x2" REDUCER	EA		1	
83	WM-0021	8"x4" REDUCER	EA		1	
84	WM-0022	12"x8" REDUCER	EA		1	
85	WM-0023	8"x6" REDUCER	EA		1	
86	WM-0024	FURNISH AND INSTALL AUTOMATIC AIR RELEASE VALVE. INCLUDES ALL INSTALLATION COMPONENTS INCLUDING STRUCTURE, SADDLE, VALVES AND FITTINGS.	EA		13	
87	WM-0025	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY. INCLUDES ALL INSTALLATION COMPONENTS.	AS		10	
88	WM-0026	REMOVE AND SALVAGE FIRE HYDRANT ASSEMBLY. INCLUDES ALL INSTALLATION COMPONENTS.	AS		1	
89	WM-0027	FURNISH AND INSTALL 2" CORP STOP, METER BOX AND NEW METER ASSEMBLY. INCLUDE ALL INSTALLATION COMPONENTS	EA		52	
90	WM-0028	FURNISH AND INSTALL SAN. CLEANOUT	EA		52	
91	WM-0029	ABANDON VIA GROUT FILL EXISTING WATER MAIN IN PLACE	LS		1	
92	WM-0030	FURNISH AND INSTALL SAMPLING POINT. INCLUDE ALL INSTALLATION COMPONENTS.	EA		12	
93	WM-0031	REMOVE EXISTING WATER SERVICE. INCLUDES CAPPING AND REMOVAL TO THE CORP STOP	EA		52	
94	WM-0032	FURNISH AND PLACE 8" LIMEROCK BASE MATERIAL	SY		1881	
95	WM-0033	COMPACTION/ STABILIZATION OF 12" SUBGRADE	SY		2509	
96	WM-0034	REINFORCE CONC SLAB 8" THICK (INCLUDES ALL REINFORCEMENT AND FORMWORK)	SY		162	
97			<b>SUBTOTAL ITEMS No. 1 THROUGH No. 9 (ON BID TABLE ATTACHMENT 1)</b>			
98			<b>SUBTOTAL ITEMS No. 10 THROUGH No. 62 (ON BID TABLE ATTACHMENT 1)</b>			
99			<b>SUBTOTAL ITEMS No. 63 THROUGH No. 96 (ON BID TABLE ATTACHMENT 1)</b>			
100			<b>TOTAL ITEMS ( ITEM Nos. 97+98+99)</b>			
101			<b>10% CONTIGENCY (10% OF ITEM No. 100 (ABOVE))</b>			
102			<b>GRAND TOTAL OF BID (ITEM No. 100 + ITEM No. 101)</b>			



**ITB NO. 2015-005**

**NW SOUTH RIVER DRIVE & EASTSIDE STREETS  
ROADWAY & DRAINAGE IMPROVEMENTS (FROM NW 72<sup>ND</sup> AVENUE TO NW 74<sup>TH</sup> STREET)  
AND RIVERSIDE NIP WATER DISTRIBUTION IMPROVEMENTS  
NW SOUTH RIVER DRIVE 12-INCH WATERMAIN REPLACEMENT  
(FROM NW 72<sup>ND</sup> AVENUE TO NW 74 STREET)**

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**ATTACHMENT 3**  
**PROJECT GEOTECHNICAL REPORTS**

**REPORT OF SUBSURFACE SOIL EXPLORATION  
GEOTECHNICAL EVALUATION AND RECOMMENDATIONS**

**NW SOUTH RIVER DRIVE IMPROVEMENTS  
NW SOUTH RIVER DRIVE  
BETWEEN NW 72<sup>nd</sup> AVENUE & 74<sup>th</sup> STREET  
MEDLEY, FLORIDA**

**MAY 2013**



**Prepared for:**

**EAC CONSULTING, INC.  
815 NW 57<sup>th</sup> AVENUE, SUITE 402  
MIAMI, FLORIDA 33126**

**NELCO TESTING AND ENGINEERING SERVICES, INC.  
13370 SW 131<sup>st</sup> Street, Suite 105  
Miami, Florida 33186**



**NELCO**  
TESTING & ENGINEERING SERVICES, INC.

May 6<sup>th</sup>, 2013

EAC Consulting, Inc.  
815 NW 57<sup>th</sup> Avenue, Suite 402  
Miami, Florida 33126

Reference: Report of Subsurface Soil Exploration and Recommendations  
Evaluation of Subsurface Conditions  
For the Proposed Construction:

NW South River Drive Improvements  
NW South River Drive between NW 72<sup>nd</sup> Avenue & NW 74<sup>th</sup> Street  
Medley, Florida

**NTES Project Number: B-130507**

Dear Sirs,

Following please find the report of subsurface soil explorations and geotechnical evaluation for the above referenced project. Test Borings and soil sampling took place between April 29<sup>th</sup> and May 1<sup>st</sup>, 2013 using procedures in general accordance with ASTM D-1586, the Standard Penetration Test. This report presents our findings, data, and recommendations.

We appreciate this opportunity to assist you in this project. If you have any questions or comments, please call us at (305) 259-9779.

Respectfully Submitted,  
**NELCO Testing and Engineering Services, Inc.**

V.M.B. Venkatesan  
Professional Engineer No. 63107  
State of Florida

# **NELCO**

## **TESTING AND ENGINEERING SERVICES**

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# **NELCO**

## **TESTING AND ENGINEERING SERVICES**

**Subsurface Soil Exploration and Recommendations  
For  
NW South River Drive Improvements  
NW South River Drive between NW 72<sup>nd</sup> Avenue & NW 74<sup>th</sup> Street  
Medley, Florida**

### **INTRODUCTION**

The purpose of this sub-surface exploration was to obtain data in order to provide an evaluation of the sub-surface conditions and recommendations for support of the proposed construction.

### **PROJECT INFORMATION**

Site plan, location and construction information was provided by Mr. Gregory Mendez, P.E. of EAC Consulting, Inc.

At the time of testing, the project area was observed to be an existing roadway. Proposed construction consists of asphalt and drainage improvements to the existing roadway.

### **TESTING PROGRAM/SUB-SURFACE CONDITIONS**

Sub-surface exploration consisted of fifteen (15) Standard Penetration Test Borings performed conforming to the guidelines as set forth in ASTM D-1586.

Testing was performed between April 29<sup>th</sup> and May 1<sup>st</sup>, 2013. A review of the Test Boring Reports generally indicates that the project area consists of various layers of sand, sand with gravel and sandy limestone throughout the maximum explored depth of ten (10) feet below existing grade.

Groundwater at the time of testing was encountered between approximate depths of 4.5 and 6.0 feet below existing grade.

Please refer to the attached Test Boring Reports for classification and stratification.

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## TESTING AND ENGINEERING SERVICES

### ROADWAY AREA IMPROVEMENTS RECOMMENDATIONS

#### General

The project area consists of various layers of sand, sand with gravel and sandy limestone throughout the maximum explored depth of ten (10) feet below existing grade.

We anticipate these subsurface conditions will not impose geotechnical constraints or limitations for development of the proposed roadway improvement areas, provided the subsurface soils in these areas are appropriately prepared as follows prior to placement of the new pavement.

#### Roadway Areas Sub-Grade Preparation:

1. Initial site preparation should consist of removal of existing asphalt, any vegetation, topsoil and organic material, within the building area for the entire roadway footprint plus five (5) feet outside the footprint until either limestone bedrock, or clean sand is encountered.
2. Compact cleared area to a minimum of 95 percent of the maximum dry soil density as determined by ASTM D-1557, The Modified Proctor Test.
3. Fill and compact the construction areas in lifts not greater than 12 inches of compacted thickness to elevate to required grade. Compact each lift to a minimum of 98 percent of the maximum dry density, as determined by ASTM D-1557, The Modified Proctor Test. Pavement sections and design specifications should be considered using the following guidelines.
4. Compaction of fill in the proposed roadways shall be verified by means of one Field Density Test for each 2500 square feet or fraction thereof for each lift of compacted soil for the roadway. One Field Density Test will also be required for every 50 linear feet of roadway. Field density tests shall be performed as per ASTM D-2922.
5. All Geotechnical work must be performed under the supervision of our geotechnical engineer or one of his representatives in order to verify compliance with our specifications.

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### General Asphalt Components

Generalized pavement recommendations have been provided. A pavement section consisting of three layers should be used, as this utilizes the strength and durability of several layers in order to produce a final product that is both cost-effective and adequate regarding material availability. Placement of these layers may take place directly over the prepared ground surface, provided the initial site preparation has been conducted as recommended above.

1. The initial layer (stabilized sub-grade) of the pavement section shall consist of a mixture of limerock with lime sand with a minimum LBR value of 40. The thickness of this layer should be at least 12 inches. This layer shall be compacted to a minimum of 98 percent of the maximum dry density (as determined by ASTM D-1557).
2. Base course material is recommended to be crushed limerock obtained from an approved source with a minimum LBR value of 100 (limerock minimum). Base course material shall be placed in lifts not greater than 6-inches, and compacted to a minimum of 98 percent of the maximum dry density (ASTM D-1557). This course shall have a recommended (minimum) thickness of at least 6-inches, and 8-inches for heavier traffic loads.
3. The final surface course is the portion which comes directly in contact with traffic loads. The use of "Type S-3" asphaltic concrete mix is recommended, utilizing 1 ½" and 2" thicknesses for standard and heavy duty pavements respectively, consisting of a mixture conforming to a current approved design. Reinforced concrete may also be utilized. Samples of all materials should be tested for aggregate gradation and asphalt content in order to verify compliance with all design specifications. Asphalt should be compacted to a minimum of 95 percent of the laboratory density.

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## **TESTING AND ENGINEERING SERVICES**

### Roadway Area Construction Considerations

All construction traffic (heavy equipment, etc.) should be directed away from all incomplete paved areas under construction, as these areas are not expected to perform as well as the final product under full traffic loads.

It is recommended that the base course be separated at least 1.5 feet from the wet seasonal high groundwater level, in order to avoid premature deterioration due to surface runoff and intrusion of high groundwater into the base course material. If this is not possible, it is recommended that an asphaltic base material be used instead of crushed limerock, to avoid erosion of fine particulates over extended periods of time.

Groundwater levels are expected to rise and fall with each rainfall event. It should be noted that the use of a french drain system may cause the settlement of fine particles. This cycle could cause "pot holes" to develop over time along the drainage system.

Should any sub-surface variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report may be necessary. The applicability of this report should also be reviewed in the event significant changes occur in the design, nature, or location of the proposed roadway improvements.

The design engineer should take these into consideration during the design process.



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### **REPORT LIMITATIONS**

The recommendations submitted are based on the available subsurface information obtained by Nelco Testing and Engineering Services, Inc. (NTES) and design details provided by EAC Consulting, Inc. for the proposed project. If there are any revisions to the nature, design or location of proposed structures, NTES should be notified immediately to determine if changes in recommendations are required. If NTES is not retained to perform these functions, NTES will not be responsible for the impact of those conditions of the project.

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with ASTM specifications, and generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed. Evaluations expressed in this report are based on field observations and data collected during exploration. Variations throughout the sub-surface profile may exist between designated boring locations, and in inaccessible areas with existing structures. These may not become evident until construction operations have commenced. Should any variations become evident, NELCO Testing and Engineering Services, Inc. must be notified. A reevaluation of the information and professional opinions expressed in this report may be necessary.

Please note analysis and recommendations mentioned in this report are obtained from the borings performed at the indicated locations on the "Soil Boring Test Location Sketch" included in this report. Local variations outside of the vertical reach of the boring locations may be encountered. Descriptions represent our interpretation of the subsurface data and observations at the specific boring locations, on the date tested.

This geotechnical report has been prepared by NTES for the intended use of EAC Consulting, Inc. and the specific application to the named project as described. Any third party use of this report should be conducted with the expressed written permission of NTES.

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**APPENDIX A**

- Project Location Map
- Standard Penetration Test Borings Location Sketch
  - Page 1 of 2
  - Page 2 of 2



**PROJECT LOCATION MAP**  
NW SOUTH RIVER DRIVE IMPROVEMENTS  
NW SOUTH RIVER DRIVE BETWEEN NW 72<sup>nd</sup> AVENUE & 74<sup>th</sup> STREET  
MEDLEY, FLORIDA



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TESTING & ENGINEERING SERVICES, INC.

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## TESTING AND ENGINEERING SERVICES

### Soil Boring Test Location Sketch (1 of 2)



Soil Boring Test Location

VJB Venkatesan

13370 S.W. 131 Street, Suite 105, Miami, FL 33186

(305) 259-9779

5/8/2013



# NELCO

## TESTING AND ENGINEERING SERVICES

### Soil Boring Test Location Sketch (2 of 2)



VMB Venkatesan 5/8/2013



Soil Boring Test Location

# NELCO TESTING AND ENGINEERING SERVICES

## Soil Percolation Test Location Sketch



*Handwritten signature in red ink.*



Percolation Test Locations

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**TESTING AND ENGINEERING SERVICES**

**APPENDIX B**

- Standard Penetration Test Boring Logs



# TEST BORING LOG

Client: EAC Consulting, Inc.



Date: April 29, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida

Test Boring Number: 1

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test					
					Number	Blow Count		N-Value	N-value				
						6"	6"		10	30	50	70	90
0	April 29, 2013		Asphalt - 2"	Brown (with limestone gravel)	1	23	20	36					
1			Sand with gravel			16	14						
2					2	10	8	12					
3						4	5						
4			Sand	Gray	3	4	4	7					
5				Brown		3	3						
6					4	4	7	15					
7						8	6						
8			Sand with gravel	Brown (with limestone gravel)	5	3	2	6					
9						4	2						
10			End of Boring										
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													





# TEST BORING LOG

Client: EAC Consulting, Inc.

Date: April 29, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 2

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows/ft 10 30 50 70 90	
					Number	Blow Count			N-Value
						6"	6"		
0	April 29, 2013		Asphalt - 2"						
1			Sand with gravel	Tan (with limestone gravel)	1	24	18		32
2					14	14			
3			Sand	Gray	2	10	5		8
4					3	4			
5			Sandy limestone	Tan, sandy, soft	3	4	10		22
6					12	15			
7					4	14	11		24
8					13	10			
9			End of Boring		5	9	10		18
10	8	6							
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									



# TEST BORING LOG

Client: EAC Consulting, Inc.



Date: April 29, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida

Test Boring Number: 3

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows/ft 10 30 50 70 90	
					Number	Blow Count			N-Value
						6"	6"		
0	April 29, 2013 ▼		Asphalt - 2"	Tan (with limestone gravel)					
1			Sand with gravel		1	14	12	25	
						13	9		
2			Sand	Gray	2	5	3	5	
3						2	3		
4			Sandy limestone	Tan, sandy, soft to medium dense	3	3	3	5	
5						2	6		
6					4	12	14	27	
7						13	9		
8			5	4	6	16			
9	10	14							
10			End of Boring						
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									



# TEST BORING LOG



Client: EAC Consulting, Inc.

Date: April 29, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 4

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows ft 10 30 50 70 90	
					Number	Blow Count			N-Value
						6"	6"		
0	April 29, 2013		Asphalt - 2"	Gray	1	21	17	32	
1			Sand			15	10		
2			Sand with gravel	Brown (with limestone gravel)	2	9	7	10	
3						3	4		
4			Sandy limestone	Tan, sandy, soft	3	8	9	15	
5						6	6		
6					4	8	9	19	
7						10	7		
8					5	11	12	19	
9			7	6					
10		End of Boring							
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									



# TEST BORING LOG



Client: EAC Consulting, Inc.

Date: April 30, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 5

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test					
					Number	Blow Count		N-Value	N-value				
						6"	6"		Blows/ft				
									10	30	50	70	90
0	April 30, 2013		Asphalt - 2"	Tan	1	24	17	33					
1			Sand	Tan (with limestone gravel)		16	20						
2			Sand with gravel		2	12	10	19					
3						9	11						
4					3	8	8	14					
5			Sandy limestone	Tan, sandy, soft to medium dense		6	8						
6					4	9	10	18					
7						8	5						
8					5	12	14	32					
9						18	10						
10			End of Boring										
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													



# TEST BORING LOG


Client: EAC Consulting, Inc.

Date: April 30, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 6

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test						
					Number	Blow Count		N-Value	N-value					
						6"	6"		Blows/ft					
									10	30	50	70	90	
0	April 30, 2013		Asphalt - 2"	Tan (with limestone gravel)										
1			Sand with gravel	Tan (with limestone gravel)	1	23	18	38						
2						20	21							
3				Brown (with limestone gravel)	2	6	5	9						
4						4	4							
5			Sandy limestone	Tan, sandy, soft	3	3	5	12						
6						7	10							
7					4	9	8	17						
8						9	7							
9					5	8	10	18						
10	8	9												
11			End of Boring											
12														
13														
14														
15														
16														
17														
18														
19														
20														



# TEST BORING LOG



Client: EAC Consulting, Inc.

Date: April 30, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 7

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows/ft 10 30 50 70 90	
					Number	Blow Count			N-Value
						6"	6"		
0	April 30, 2013		Asphalt - 2"	Tan (with limestone gravel)	1	18	13	25	
1			Sand with gravel			12	11		
2			Sand	Brown	2	7	3	7	
3						4	2		
4			Sandy limestone	Tan, sandy, soft	3	4	5	11	
5						6	3		
6					4	3	4	6	
7						2	4		
8					5	6	9	21	
9						12	16		
10			End of Boring						
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									



# TEST BORING LOG


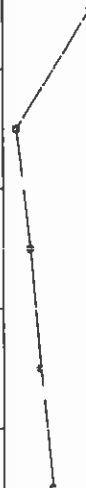
Client: EAC Consulting, Inc.

Date: April 30, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 8

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows/ft 10 30 50 70 90			
					Number	Blow Count			N-Value		
						6"	6"				
0	April 30, 2013		Asphalt - 2"								
1			Sand with gravel	<i>Tan (with limestone gravel)</i>	1	16	23		44		
						21	18				
2			Sandy limestone	<i>Tan, sandy, soft to medium dense</i>	2	9	4		7		
						3	3				
3					3	4	6		14		
						8	10				
4					4	12	11		19		
						8	9				
5			5	8	12	25					
				13	12						
6			End of Boring								
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# TEST BORING LOG

Client: EAC Consulting, Inc.

Date: April 30, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 9

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE				Standard Penetration Test					
					Number	Blow Count		N-Value	N-value					
						6"	6"		10	30	50	70	90	
0	April 30, 2013		Asphalt - 2"	<i>Brown (with limestone gravel)</i>										
1			1		20	17	26							
2				9	3									
3				<i>Tan (with limestone gravel)</i>	2	4	8	17						
4						9	8							
5			Sandy limestone	<i>Tan, sandy, soft to medium dense</i>	3	3	4	14						
6						10	19							
7					4	24	22	43						
8						21	18							
9					5	17	20	39						
10						19	16							
11			End of Boring											
12														
13														
14														
15														
16														
17														
18														
19														
20														





# TEST BORING LOG

Client: EAC Consulting, Inc.






Date: May 1, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida

Test Boring Number: 10

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test		
					Number	Blow Count			N-Value	
						6"	6"			
N-value Blows/ft 10 30 50 70 90										
0	May 1, 2013		Asphalt - 2"	Tan (with limestone gravel)	1	25	22	35		
1			Sand with gravel			13	13			
2					2	6	3	7		
3						4	7			
4						5	3			12
5						9	11			
6		Sandy limestone	Tan, sandy, soft	3	10	8	21			
7						12		7		
8						4	14	10		18
9		8	9							
10	End of Boring									
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										



# TEST BORING LOG


Client: EAC Consulting, Inc.

Date: May 1, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 11

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows/ft 10 30 50 70 90	
					Number	Blow Count			N-Value
						6"	6"		
0									
1	Asphalt - 2"		Brown (with limestone gravel)	1	13	12	26		
	Sand with gravel				14	11			
2			Sand	2	6	3	8		
3					5	5			
4			Sandy limestone	3	4	6	12		
5					6	7			
6				4	4	5	10		
7					5	7			
8				5	10	13	26		
9		13			9				
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									



# TEST BORING LOG


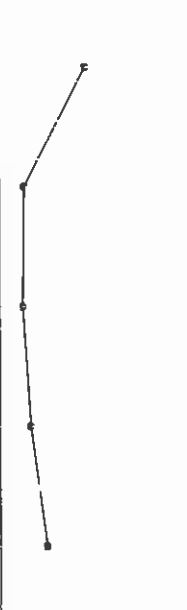
Client: EAC Consulting, Inc.

Date: May 1, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 12

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows/ft 10 30 50 70 90	
					Number	Blow Count			N-Value
						6"	6"		
0	May 1, 2013		Asphalt - 2"						
1			Sand with gravel	<i>Tan (with limestone gravel)</i>	1	28	26		44
2						18	18		
3			Sand	<i>Brown</i>	2	12	9		13
4						4	3		
5			Sandy limestone	<i>Tan. sandy. soft</i>	3	6	4		12
6						8	12		
7					4	10	7		16
8						9	9		
9			5	12	14	24			
10	10	8							
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									



# TEST BORING LOG



Client: EAC Consulting, Inc.

Date: May 1, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 13

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows/ft 10 30 50 70 90		
					Number	Blow Count			N-Value	
						6"	6"			
0			Asphalt - 2"							
1				<i>Brown</i>	1	47	32	68		
2										
3						2	12	7		10
4							3	3		
5						3	7	8		15
6				Sandy limestone	<i>Tan, sandy, soft</i>		7	7		
7						4	6	8		17
8							9	10		
9						5	6	4		14
10							10	8		
11			End of Boring							
12										
13										
14										
15										
16										
17										
18										
19										
20										



# TEST BORING LOG



Client: EAC Consulting, Inc.

Date: May 1, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 14

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows/ft 10 30 50 70 90	
					Number	Blow Count			N-Value
						6"	6"		
0	May 1, 2013		Asphalt - 2"	<i>Brown (with limestone gravel)</i>	1	28	40	58	
1			18			10			
2				<i>Tan (with limestone gravel)</i>	2	6	5	8	
3						3	10		
4			Sandy limestone	<i>Tan, sandy, soft</i>	3	14	16	26	
5						10	8		
6					4	4	2	4	
7						2	2		
8			5	5	5	11			
9				6	5				
10		End of Boring							
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									



# TEST BORING LOG



Client: EAC Consulting, Inc.

Date: May 1, 2013

Project: NW South River Drive Roadway Improvements

Job Number: B-130507

Project Location: NW South River Dr. between NW 72 Ave. & 74 St., Medley, Florida Test Boring Number: 15

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows/ft 10 30 50 70 90	
					Number	Blow Count			N-Value
						6"	6"		
0	May 1, 2013		Asphalt - 2"	<i>Brown (with limestone gravel)</i>	1	16	12	22	
1			10			7			
2			Sandy limestone	<i>Tan. sandy. soft</i>	2	5	4	11	
3						7	9		
4			Sandy limestone	<i>Tan. sandy. soft</i>	3	20	15	24	
5						9	8		
6			Sandy limestone	<i>Tan. sandy. soft</i>	4	7	12	21	
7						9	13		
8			Sandy limestone	<i>Tan. sandy. soft</i>	5	10	8	19	
9						11	6		
10			End of Boring						
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

# NELCO

## TESTING AND ENGINEERING SERVICES

### PERCOLATION TEST REPORT

CLIENT: EAC Consulting, Inc.  
815 NW 57th Avenue, Suite 402  
Miami, Florida 33126

DATE: May 1, 2013  
JOB No.: P-130507


Project:	NW South River Drive Improvements
Location:	NW South River Drive between NW 72 Avenue & NW 74 Street, Medley, Florida

PERCOLATION TEST RESULTS		
Test Number (No) (u)	1	SOIL CONDITIONS
Test Hole Diameter (d) (ft)	0.5	0.0' - 4.5': Sand with gravel
Depth to Water Table (H <sub>2</sub> ) (ft)	5	4.5' - 15.0': Sandy limestone
Saturated Depth (Ds) (ft)	10	
"Stabilized" Flow Rate (Q) (c.f.s.)	1.00E-01	
Hydraulic Conductivity (K)	1.01E-03	

$$K = \frac{4Q}{\pi d (2H_2^2 + 4H_2D_s + H_2d)}$$

Per S.F.W.M.D. Permitting Information Manual (Vol IV - May, 2004)" Usual Open-Hole Test"

Comments: **Please note:** "Soil Conditions" listed above are representative of material encountered in test hole only.  
In no way whatsoever shall any assumptions of soil conditions outside the test hole area be made based  
on the soil conditions outlined in this report.

  
V.M.B. Venkatesan  
Professional Engineer No. 63107  
State of Florida

# NELCO

## TESTING AND ENGINEERING SERVICES

### PERCOLATION TEST REPORT

CLIENT: EAC Consulting, Inc.  
815 NW 57th Avenue, Suite 402  
Miami, Florida 33126

DATE: May 1, 2013  
JOB No.: P-130507

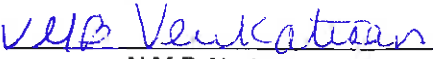
Project:	NW South River Drive Improvements
Location:	NW South River Drive between NW 72 Avenue & NW 74 Street, Medley, Florida

PERCOLATION TEST RESULTS		
Test Number (No) (u)	2	SOIL CONDITIONS
Test Hole Diameter (d) (ft)	0.5	0.0' - 5.0': Sand with gravel
Depth to Water Table (H <sub>2</sub> ) (ft)	5.33	5.0' - 15.0': Sandy limestone
Saturated Depth (Ds) (ft)	9.67	
"Stabilized" Flow Rate (Q) (c.f.s.)	9.90E-02	
Hydraulic Conductivity (K)	9.49E-04	

$$K = \frac{4Q}{\pi d (2H_2^2 + 4H_2D_s + H_2d)}$$

Per S.F.W.M.D. Permitting Information Manual (Vol IV - May, 2004)" Usual Open-Hole Test"

Comments: **Please note:** "Soil Conditions" listed above are representative of material encountered in test hole only.  
In no way whatsoever shall any assumptions of soil conditions outside the test hole area be made based  
on the soil conditions outlined in this report.

  
V.M.B. Venkatesan  
Professional Engineer No. 63107  
State of Florida



**REPORT OF SUBSURFACE SOIL EXPLORATION  
GEOTECHNICAL EVALUATION AND RECOMMENDATIONS**

**NW SOUTH RIVER DRIVE: WATER MAIN REPLACEMENT  
VICINITY OF NW SOUTH RIVER DRIVE & NW 72<sup>nd</sup> AVENUE  
MEDLEY, FLORIDA**

**JUNE 2014**



**Prepared for:**

**EAC CONSULTING, INC.  
815 NW 57<sup>th</sup> AVENUE, SUITE 402  
MIAMI, FLORIDA 33126**

**NELCO TESTING AND ENGINEERING SERVICES, INC.  
13370 SW 131<sup>st</sup> Street, Suite 105  
Miami, Florida 33186**



**NELCO**  
TESTING & ENGINEERING SERVICES, INC.

June 20<sup>th</sup>, 2014

EAC Consulting, Inc.  
815 NW 57<sup>th</sup> Avenue, Suite 402  
Miami, Florida 33126

Reference: Report of Subsurface Soil Exploration and Recommendations  
Evaluation of Subsurface Conditions  
For the Proposed Construction:

NW South River Drive: Water Main Replacement  
Vicinity of NW South River Drive & NW 72<sup>nd</sup> Avenue  
Medley, Florida

**NTES Project Number: B-140672**

Dear Sirs,

Following please find the report of subsurface soil explorations and geotechnical evaluation for the above referenced project. Test Borings and soil sampling took place on June 13<sup>th</sup>, 2014 using procedures in general accordance with ASTM D-1586, the Standard Penetration Test. This report presents our findings, data, and recommendations.

We appreciate this opportunity to assist you in this project. If you have any questions or comments, please call us at (305) 259-9779.

Respectfully Submitted,  
**NELCO Testing and Engineering Services, Inc.**

V.M.B. Venkatesan  
Professional Engineer No. 63107  
State of Florida

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## **TESTING AND ENGINEERING SERVICES**

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**NELCO**  
**TESTING AND ENGINEERING SERVICES**  
**Subsurface Soil Exploration and Recommendations**  
**For**  
**NW South River Drive: Water Main Replacement**  
**Vicinity of NW South River Drive & NW 72<sup>nd</sup> Avenue**  
**Medley, Florida**

**INTRODUCTION**

The purpose of this sub-surface exploration was to obtain data in order to provide an evaluation of the sub-surface conditions and recommendations for support of the proposed construction.

**PROJECT INFORMATION**

Site plan, location and construction information was provided by Mr. Gregory Mendez, P.E. of EAC Consulting, Inc.

At the time of testing, the project area was observed to be an existing roadway. Proposed construction consists of water main replacement and associated roadway improvements.

**TESTING PROGRAM/SUB-SURFACE CONDITIONS**

Sub-surface exploration consisted of four (4) Standard Penetration Test Borings performed conforming to the guidelines as set forth in ASTM D-1586.

Testing was performed June 13<sup>th</sup>, 2014. A review of the Test Boring Reports generally indicates that the project area is mantled by 3.0 to 7.5 feet of sand and sand with gravel. Beneath, soft to medium dense limestone throughout the maximum explored depth of ten (10) feet below existing grade.

Groundwater at the time of testing was encountered between approximate depths of 3.0 and 8.0 feet below existing grade.

Please refer to the enclosed appendices for location, classification, and stratification information.

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## **TESTING AND ENGINEERING SERVICES**

### **SOIL IMPROVEMENT RECOMMENDATIONS**

#### **Subgrade Preparation:**

1. Remove any asphalt, surface vegetation, topsoil, and organic material within the proposed structure footprint. The area under footings, foundations, and structures on grade shall have all vegetation, stumps, roots, and foreign materials removed prior to placement of fill.
2. If any fill material is required, fill and compact the cleared areas in lifts not greater than 12 inches of compacted thickness to elevate to the required grade. Fill material for areas in support of footings and structures is to be a mixture of limerock and sand, free of vegetation, organic material, construction debris, and large rocks.
3. Compact each lift of fill material to a minimum compaction of 95 percent of the dry soil density as determined by the Modified Proctor Test – ASTM D-1557 prior to placement of any additional fill required.  
Prior to compaction, the moisture content of each lift of fill material shall be adjusted to within plus/minus 2 percent of the optimum moisture as determined by the Modified Proctor Test – ASTM D-1557.
4. Compaction of building site shall be verified by means of one Field Density Test for each 2500 square feet or fraction thereof for each lift of compacted soil for building pad or slab area. One Field Density Test will also be required for every 50 linear feet of excavated spread footings, and every isolated footing excavation. Field density tests shall be performed as per ASTM D-2922.
5. All Geotechnical work must be performed under the supervision of our geotechnical engineer or one of his representatives in order to verify compliance with our specifications.

### **SOIL BEARING CAPACITIES FOR STRUCTURES**

Our observations, exploration, and evaluation, supplemented by a review of sub-soil profile developed from the soil engineering Standard Penetration Test, indicate that the soils found, after improvements as specified, will be suitable for supporting foundations/structures proportioned for a maximum allowable bearing stress of 2500 pounds per square foot (psf), based on total load.

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### **ANTICIPATED SETTLEMENT**

Provided that foundations and soils (existing and fill material), are engineered and constructed in accordance with our recommendations and specifications the maximum total foundation settlement is expected to be 1" or less. Differential settlement between adjacent foundations is expected to be approximately ½ of total settlement.

### **SOIL EROSION**

The possibility exists for erosion to occur on soils providing structural support for any proposed or existing structures. This should be considered and addressed during the design and construction process for both existing soil and structurally placed fill material in support of any structures. This geotechnical report does not address this condition, its possibility of occurring, or its prevention.

### **SOIL CLASSIFICATION**

- Soils encountered during testing can be classified as noted in the table below, per the Unified Soil Classification System (USCS).

**Table 1**

Soil Type	USCS Description
Sands and Gravelly Sands	GP – Poorly Graded Gravel, Gravel-Sand Mixture SP – Poorly Graded Sand/Gravelly Sand
Soft to Medium Limestone	N/A



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### Soil Design Parameters

Based on the results of the subsurface exploration program and our experience with similar soil conditions, the recommended soil parameters and design considerations are presented below (if so required):

Soil Type	Internal Angle of Friction (Degrees)	Cohesion (psf)	Moist Unit Weight (pcf)	Subgrade Modulus (pci)	E <sub>50</sub> 50% Strain Value
SANDS AND GRAVELLY SANDS	31	0	110	140	----
SOFT TO MEDIUM LIMESTONE	35	3000	130	350	0.005

### Angle of External Friction, Coefficient of Earth Pressure:

Please refer to the following table for  $\delta$ ,  $K_o$ ,  $K_a$ , and  $K_p$  values.

	$\delta$ , Angle of External Friction	@ Rest, $K_o$	Active, $K_a$	Passive, $K_p$
Sands and Gravelly Sands	20.67°	0.485	0.320	3.124
Soft to Medium Limestone	23.33°	0.426	0.271	3.690

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### ROADWAY AREA IMPROVEMENTS RECOMMENDATIONS

#### General

The project area is mantled by 3.0 to 7.5 feet of sand and sand with gravel. Beneath, soft to medium dense limestone throughout the maximum explored depth of ten (10) feet below existing grade.

We anticipate these subsurface conditions will not impose geotechnical constraints or limitations for development of the proposed roadway improvement areas, provided the subsurface soils in these areas are appropriately prepared as follows prior to placement of the new pavement.

#### Roadway Areas Sub-Grade Preparation:

1. Initial site preparation should consist of removal of existing asphalt, any vegetation, topsoil and organic material, within the construction area for the entire roadway footprint plus five (5) feet outside the footprint until either limestone bedrock, or clean sand is encountered.
2. Compact cleared area to a minimum of 95 percent of the maximum dry soil density as determined by ASTM D-1557, The Modified Proctor Test.
3. Fill and compact the construction areas in lifts not greater than 12 inches of compacted thickness to elevate to required grade. Compact each lift to a minimum of 98 percent of the maximum dry density, as determined by ASTM D-1557, The Modified Proctor Test. Pavement sections and design specifications should be considered using the following guidelines.
4. Compaction of fill in the proposed roadways shall be verified by means of one Field Density Test for each 2500 square feet or fraction thereof for each lift of compacted soil for the roadway. One Field Density Test will also be required for every 50 linear feet of roadway. Field density tests shall be performed as per ASTM D-2922.
5. All Geotechnical work must be performed under the supervision of our geotechnical engineer or one of his representatives in order to verify compliance with our specifications.



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### General Asphalt Components

Generalized pavement recommendations have been provided. A pavement section consisting of three layers should be used, as this utilizes the strength and durability of several layers in order to produce a final product that is both cost-effective and adequate regarding material availability. Placement of these layers may take place directly over the prepared ground surface, provided the initial site preparation has been conducted as recommended above.

1. The initial layer (stabilized sub-grade) of the pavement section shall consist of a mixture of limerock with lime sand with a minimum LBR value of 40. The thickness of this layer should be at least 12 inches. This layer shall be compacted to a minimum of 98 percent of the maximum dry density (as determined by ASTM D-1557).
2. Base course material is recommended to be crushed limerock obtained from an approved source with a minimum LBR value of 100 (limerock minimum). Base course material shall be placed in lifts not greater than 6-inches, and compacted to a minimum of 98 percent of the maximum dry density (ASTM D-1557). This course shall have a recommended (minimum) thickness of at least 6-inches, and 8-inches for heavier traffic loads.
3. The final surface course is the portion which comes directly in contact with traffic loads. The use of "Type S-3" asphaltic concrete mix is recommended, utilizing 1 ½" and 2" thicknesses for standard and heavy duty pavements respectively, consisting of a mixture conforming to a current approved design. Reinforced concrete may also be utilized. Samples of all materials should be tested for aggregate gradation and asphalt content in order to verify compliance with all design specifications. Asphalt should be compacted to a minimum of 95 percent of the laboratory density.

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### Roadway Area Construction Considerations

All construction traffic (heavy equipment, etc.) should be directed away from all incomplete paved areas under construction, as these areas are not expected to perform as well as the final product under full traffic loads.

It is recommended that the base course be separated at least 1.5 feet from the wet seasonal high groundwater level, in order to avoid premature deterioration due to surface runoff and intrusion of high groundwater into the base course material. If this is not possible, it is recommended that an asphaltic base material be used instead of crushed limerock, to avoid erosion of fine particulates over extended periods of time.

Groundwater levels are expected to rise and fall with each rainfall event. It should be noted that the use of a french drain system may cause the settlement of fine particles. This cycle could cause "pot holes" to develop over time along the drainage system.

Should any sub-surface variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report may be necessary. The applicability of this report should also be reviewed in the event significant changes occur in the design, nature, or location of the proposed roadway improvements.

The design engineer should take these into consideration during the design process.

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### **REPORT LIMITATIONS**

The recommendations submitted are based on the available subsurface information obtained by Nelco Testing and Engineering Services, Inc. (NTES) and design details provided by EAC Consulting, Inc. for the proposed project. If there are any revisions to the nature, design or location of proposed structures, NTES should be notified immediately to determine if changes in recommendations are required. If NTES is not retained to perform these functions, NTES will not be responsible for the impact of those conditions of the project.

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with ASTM specifications, and generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed. Evaluations expressed in this report are based on field observations and data collected during exploration. Variations throughout the sub-surface profile may exist between designated boring locations, and in inaccessible areas with existing structures. These may not become evident until construction operations have commenced. Should any variations become evident, NELCO Testing and Engineering Services, Inc. must be notified. A reevaluation of the information and professional opinions expressed in this report may be necessary.

Please note analysis and recommendations mentioned in this report are obtained from the borings performed at the indicated locations on the "Soil Boring Test Location Sketch" included in this report. Local variations outside of the vertical reach of the boring locations may be encountered. Descriptions represent our interpretation of the subsurface data and observations at the specific boring locations, on the date tested.

This geotechnical report has been prepared by NTES for the intended use of EAC Consulting, Inc. and the specific application to the named project as described. Any third party use of this report should be conducted with the expressed written permission of NTES.

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**APPENDIX A**

- Project Location Map
- Standard Penetration Test Borings Location Sketch



NW SOUTH RIVER DRIVE: WATER MAIN REPLACEMENT  
VICINITY OF NW SOUTH RIVER DRIVE & NW 72<sup>nd</sup> AVENUE  
MEDLEY, FLORIDA

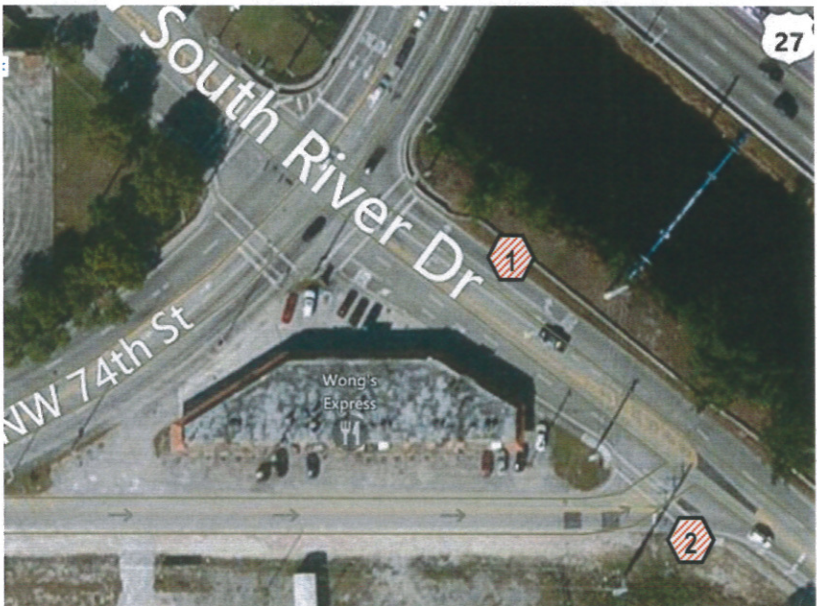
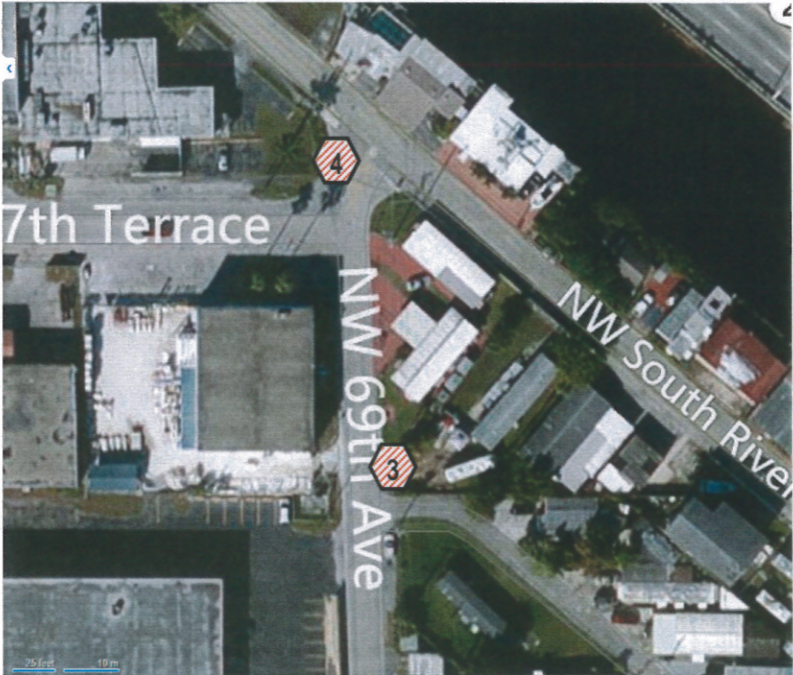


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**Soil Boring Test Location Sketch**



**Soil Boring Test Location**

*VMB Venetian*

*6/20/14*

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**APPENDIX B**

- Standard Penetration Test Boring Logs



# TEST BORING LOG

Client: EAC Consulting, Inc.

Date: June 13, 2014

Project: NW S. River Drive: Water Main Replacement

Job Number: B-140672

Project Location: Vicinity of NW South River Drive & NW 72 Avenue, Medley, Florida Test Boring Number: 1

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test	
					Number	Blow Count			N-Value
						6"	6"		
N-value Blows/ft 10 30 50 70 90									
0	June 13, 2014		Sand with some gravel	Brown (with some limestone gravel)	1	6	8	12	
1						4	6		
2					2	6	5	10	
3						5	7		
4					3	8	3	8	
5						5	12		
6			Limestone	Tan, soft to medium dense	4	13	17	33	
7						16	9		
8					5	12	8	19	
9						11	13		
10									
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20									





# TEST BORING LOG

Client: EAC Consulting, Inc.

Date: June 13, 2014

Project: NW S. River Drive: Water Main Replacement

Job Number: B-140672

Project Location: Vicinity of NW South River Drive & NW 72 Avenue, Medley, Florida Test Boring Number: 2

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test	
					Number	Blow Count			N-Value
						6"	6"		
N-value Blows/ft 10 30 50 70 90									
0	June 13, 2014		Sand with some gravel	Brown (with some limestone gravel)	1	3	5	12	
1				Tan (with some limestone gravel)		7	12		
2			Limestone	Tan, soft	2	12	14	25	
3						11	7		
4					3	8	7	21	
5						14	8		
6					4	10	9	20	
7						11	10		
8					5	8	7	16	
9						9	8		
10			End of Boring						
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# TEST BORING LOG







Client: EAC Consulting, Inc.

Date: June 13, 2014

Project: NW S. River Drive: Water Main Replacement

Job Number: B-140672

Project Location: Vicinity of NW South River Drive & NW 72 Avenue, Medley, Florida Test Boring Number: 3

Depth	Water Level	Symbol	Strata Name	Description	Number	SAMPLE		N-Value	Standard Penetration Test					
						Blow Count			N-Value	N-value				
						6"	6"			10	30	50	70	90
0	June 13, 2014		Sand with some gravel	Tan (with some limestone gravel)	1	7	10	32						
1			Brown (with some limestone gravel)	22		25								
2						2	16	21		38				
3							17	17						
4						3	11	10		16				
5							6	5						
6						4	5	6		12				
7							6	6						
8			Limestone	Tan, soft		5	8	8		15				
9							7	8						
10		End of Boring												
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# TEST BORING LOG


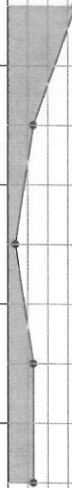


Client: EAC Consulting, Inc.

Date: June 13, 2014

Project: NW S. River Drive: Water Main Replacement

Job Number: B-140672

Project Location: Vicinity of NW South River Drive & NW 72 Avenue, Medley, Florida Test Boring Number: 4

Depth	Water Level	Symbol	Strata Name	Description	SAMPLE			Standard Penetration Test N-value Blows/ft	
					Number	Blow Count			
						6"	6"		N-Value
10 30 50 70 90									
0	June 13, 2014		Sand with some gravel	Brown (with some limestone gravel)	1	5	18	34	
1						16	13		
2			Sand	Brown	2	10	8	13	
3						5	4		
4			Limestone	Tan, soft	3	2	2	4	
5						2	3		
6					4	4	6	13	
7						7	6		
8					5	8	6	13	
9						7	9		
10		End of Boring							
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