

PROJECT MANUAL
FOR
NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH
PLACE PAVING AND DRAINAGE IMPROVEMENTS

CIP PROJECT No. SW-0115

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Prepared for:



Town of Medley

7777 NW 72nd Ave

Medley, FL 33166

Prepared by:

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TOWN OF MEDLEY, FLORIDA

7777 N.W. 72nd Avenue, Medley, Florida 33166

Tel: 305-887-9541, Fax: 305-882-1491

www.townofmedley.com

PROJECT DESCRIPTION

CONSTRUCTION OF:

NW 79th Avenue from NW 77th Street to NW 79th Place Paving and Drainage Improvements

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct the Town of Medley Capital Improvements Project Number SW-0115, NW 79th Avenue Paving and Drainage Improvements in accordance with the Contract Documents and as described in the Construction Plans.

Work includes, but is not limited to, the roadway and drainage construction along NW 79th Avenue from NW 77th Street to NW 79th Place which has an approximate length of 1,860 linear feet.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordination with all impacted utility owners; and complying with the requirements of Miami-Dade County.

TOWN OF MEDLEY

Invitation to Bid



"The perfect place for industrial development"

**NW 79th Avenue from NW 77th Street
to NW 79th Place paving and
drainage improvements**

**CIP Project
SW-0115**

Part 1 – General Bid Information

Supplementary Instruction to Bidders

Part 2 – Bid Documents, Forms & Contract

Part 3 – General Conditions

Supplementary Conditions

Construction Plans

Regulatory Approvals

Geotechnical Report

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Invitation to Bid



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BIDDER ACKNOWLEDGMENT OF INVITATION TO BID AND GENERAL CONDITIONS

SUBMIT BID TO: TOWN CLERK
TOWN OF MEDLEY, FLORIDA
7777 N.W. 72nd AVENUE
MEDLEY, FLORIDA 33166

THE FOLLOWING INSTRUCTIONS TO BIDDERS ARE STANDARD FOR ALL BIDS FOR COMMODITIES AND SERVICES ISSUED BY THE TOWN OF MEDLEY. THE TOWN MAY DELETE, SUPERSEDE OR MODIFY ANY STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: NW 79th Avenue Paving and Drainage Improvements
BID No. (ITB): SW-0115

BIDS WILL BE OPENED 3:00 P.M. (EST), January 05, 2017 and may not be withdrawn during the 90 calendar days following such date and time.

CORRECT LEGALNAME OF BIDDER

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: _____

TYPED/PRINTED NAME OF
AUTHORIZED AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: _____

I certify that this Bid acknowledgement is made without prior understanding, Agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 15 inclusive of the Invitation to Bid as well as any special instructions if applicable.

DATE: _____



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7777 N.W. 72nd Avenue, Medley, Florida 33166
Tel: 305-887-9541, Fax: 305-882-1491
www.townofmedley.com

INVITATION TO BID

ALL INTERESTED PARTIES:

Notice is hereby given that the Town of Medley, Florida, hereinafter referred to as the Town, will receive sealed Bids at the Town Clerk's office at the Medley Municipal Services Facility, 7777 N.W. 72nd Avenue, Medley, Florida 33166, for:

CONSTRUCTION OF:

NW 79th Avenue Paving and Drainage Improvements; CIP project No. SW-0115

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct the Town of Medley Capital Improvements Project Number SW-0115, NW 79th Avenue Paving and Drainage Improvements in accordance with the Contract Documents and as described in the Construction Plans.

Work includes, but is not limited to, the roadway and drainage construction along NW 79th Avenue from NW 77th Street to NW 79th Place which has an approximate length of 1,860 linear feet.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordination with all impacted utility owners; and complying with the requirements of Miami-Dade County.

Sealed Bids must be received and time stamped by the Town Clerk, either by mail or hand delivery, no later than 3:00 p.m. local time on January 5, 2017. A public opening will take place at or before 3:05 p.m. at the Council Chambers at the Medley Municipal Services Facility, 7777 N.W. 72nd Avenue, Medley, Florida 33166 on the same date. Any Bids received after 3:00 p.m. local time on said date will not be accepted under any circumstances and will be returned to the Bidder unopened. The stated time and date is solely and strictly the responsibility of the Bidder. The Town is not responsible for delays caused by mail, courier service, including United States Mail, or any other occurrence. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

Bidders may inspect the applicable Bid requirements, drawings, specifications, and other contract documents at the office of the Town Clerk at the Medley Municipal Services Facility, 7777 N.W. 72nd Avenue, Medley, Florida 33166.

A Mandatory Pre-Bid Conference will be held on December 15, 2016 in the Council Chambers at the Medley Municipal Services Facility, 7777 N.W. 72nd Avenue, Medley, Florida 33166. The purpose of the Pre-Bid Conference is to discuss the contents of this Invitation to Bid and Bidder's inquires.

Copies of the RFP, Registered Plan Holder Information form and all other solicitation related documents will **only** be made available on the Town's website <http://www.townofmedley.com>, and selecting "Open Bid Invitation". All related questions regarding the RFP should be addressed to bidinfo@townofmedley.com. All interested plan holders MUST be registered prior to submittal of any RFIs.

A Bid Guaranty of five percent (5%) of the bid amount will be required with the Bid. The Successful Bidder will also be required to furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Contract amount.

The Town reserves the right to reject any or all Bids, to re-advertise for Bids or take such other actions as the Town Council may deem to be in the best interests of the Town.

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

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Engineer on behalf of the selection committee makes a written recommendation to the Town Council concerning the solicitation.

Failure to comply with the "Cone of Silence" may result in the rejection of a Response. For additional information concerning the "Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

This Notice of Bid Invitation dated at Medley, Florida this 17 day of November, 2016.

Herlina Taboada, Town Clerk

Part 1 – General Bid Information

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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 thereunder together with the Bid may constitute grounds for rejection of the Bid.

3.2 The Town reserves the right to make a pre-award inspection of the Bidder’s facilities and equipment prior to award of Contract.

3.3 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 unresponsive or unreliable by the Town.

3.4 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.

3.5 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 Paragraph, 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 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 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 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, Technical Specifications and any amendment issued, the order of precedence shall be the last amendment, 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 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 qualifications of the Bidder and lowest responsible and responsive Bidder includes, but is not limited to the following:

- A. Ability, capacity and skill of Bidder to meet published Specifications.
- B. Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any Sub-Contractors and other persons providing labor or materials to Bidder.
- C. The character, integrity, reputation, judgment, experience and efficiency of the bidder and/or its principals and/or officers.
- D. Whether or not the Bid is within the budget for the Project for which the Bid is submitted as contemplated by the Town.
- E. 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.

- F. Past performance record and the quality and performance of Bidder on previous contracts of a similar nature.
- G. Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
- H. Previous and existing compliance by Bidder with laws, ordinances and regulations of the Town relating to a similar Contract or Work.
- I. The sufficiency of the financial resources and capabilities and the ability of the Bidder to perform the Contract or provide the Work requested.
- J. 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 shall submit evidence of same with its Bid.
- K. Price.
- L. Such other information as deemed by the Town to be reasonably related to the ability of the Bidder to provide the service requested or undertakes 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 arising 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 (\$100,000.00) 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.
- g. Builder's Risk, if applicable.

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 Paragraph 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. Each Bidder shall complete the Form included with these Bid Documents.

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 150 consecutive calendar days for Substantial Completion and 180 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 in 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) and Contract for Construction 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, and shall comply with Chapter 119, Florida Statutes (Public Records Law).

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 and any other documents which may be applicable to the Project and the Work.

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 (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, paragraph, 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, 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 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.

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

ITB No. 2017-002

PROJECT DESCRIPTION:

NW 79th Avenue from NW 77th Street to NW 79th Place Paving and Drainage Improvements

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct the Town of Medley Capital Improvements Project Number SW-0115, NW 79th Avenue Paving and Drainage Improvements in accordance with the Contract Documents and as described in the Construction Plans.

Work includes, but is not limited to, the roadway and drainage construction along NW 79th Avenue from NW 77th Street to NW 79th Place which has an approximate length of 1,860 linear feet.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordination with all impacted utility owners; and complying with the requirements of Miami-Dade County.

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 Town reserves the right to modify or alter the Schedule of Events set forth herein, in its sole and absolute discretion. The tentative Schedule of Events, relative to the Bid shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. ADVERTISEMENT OF BIDS	November 17, 2016
2. PRE-BID CONFERENCE	December 15, 2016
3. FINAL DAY FOR BIDDER QUESTIONS	December 19, 2016
4. OPENING OF BIDS	January 5, 2017
5. RECOMMENDATION OF AWARD	January 19, 2017
6. AWARD OF PROJECT BY THE TOWN COUNCIL	February 6, 2017
7. NOTICE OF AWARD GIVEN TO THE SUCCESSFUL CONTRACTOR	February 7, 2017

- | | | |
|-----|----------------------------------------|--------------------|
| 8. | CONTRACT DOCUMENTS EXECUTION | February 23, 2017 |
| 9. | NOTICE TO PROCEED ISSUED TO CONTRACTOR | March 15, 2017 |
| 10. | SUBSTANTIAL COMPLETION (150 DAYS) | August 12, 2017 |
| 11. | FINAL COMPLETION (30 DAYS) | September 12, 2017 |
| 12. | PROJECT CLOSEPUT (EOR & CEI) (45 DAYS) | October 26, 2017 |

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 the Drawings, Engineering Drawings and Specifications, Bid Form, Contractor's Bid, including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award, Qualifications Statement, Contract, Addenda, and Notice of Award, Notice to Proceed, Payment and Performance Bonds, the Construction Services General Conditions, the Technical Specifications, 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 contracted by the Town 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 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 Contract 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 Engineer who is in responsible charge of the preparation, signing, dating, sealing, and issuing of the 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 at standard conditions of 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 Engineer who may be assigned to the Site or any part thereof.

1.42 **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.

1.43 **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.

1.44 **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.

1.45 **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.

1.46 **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.

1.47 **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.

1.48 **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.

1.49 **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.

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

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

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

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

1.54 **Town Council** – The Council of the Town of Medley, FL. 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.

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

1.56 **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.

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

1.58 **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.

1.59 **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, Paragraph 2 and 3 of the General Conditions or to emergencies under Section VI, Paragraph 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.

1.60 **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 Inspection Services Company
- 2.8 **EOR** - Engineer of Record
- 2.9 **FDOT** - Florida Department of Transportation
- 2.10 **ISO** - International Organization for Standardization
- 2.11 **MUTCD** - Manual of Uniform Traffic Control Devices
- 2.12 **NWWA** - National Water Well Association
- 2.13 **OSHA** - Occupational Safety and Health Administration
- 2.14 **PERA** - Miami-Dade Department of Permitting, Environment, and Regulatory Affairs
- 2.15 **PCBs** - Polychlorinated biphenyls
- 2.16 **SSPWC** - Standard Specifications of Public Works Construction
- 2.17 **UBC** - Uniform Building Code

2.18 **WASD** - 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 schedules referred to in Paragraph 4 below, 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 or EOR, 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 approval of a Shop Drawing or sample;
- B. EOR'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 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 Contractors 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 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, Paragraph 13 of the General Conditions, identify the Town of such Underground Facility and give written notice thereof to the Town and EOR. EOR 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 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, 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 Paragraph 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, 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 any of EOR'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 if sufficient information is submitted by Contractor to allow EOR 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 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 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, if Contractor submits sufficient information to allow EOR to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by EOR will be similar to that provided in Paragraph 4.1 as applied by EOR and as maybe supplemented in the Contract Documents.

4.3 EOR will be allowed a reasonable time within which to evaluate each proposed substitute. EOR will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without EOR'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 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 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 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.

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 prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Section IX, Paragraph 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, 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 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 or 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, Paragraph

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 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 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 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 in this Paragraph 15 and its subparts.

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, Paragraph 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

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.

2. VISITS TO SITE

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 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

EOR will issue with reasonable promptness such written clarifications or interpretations of the technical requirements of the Contract Documents as EOR 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 will thereafter entertain any excuse for failure to execute the Work in a satisfactory manner.

4. AUTHORIZED VARIATIONS IN WORK

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

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

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 in writing with a request for a formal decision in accordance with this Paragraph, 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 and the Town within seven (7) days after such occurrence unless EOR allows an additional period of time to ascertain more accurate data in support of the claim. The rendering of a decision by EOR 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, Paragraph 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; 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

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 an Application for Payment or otherwise). CEI's written decision thereon will be final and binding (except as modified by 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 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 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 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, CEI will not show partially 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 CEI's authority to act under this Paragraph 7 or elsewhere in the Contract Documents nor any decision made by CEI in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of 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 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. 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 Council 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 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 Paragraph.

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 Paragraph 4 below plus a Contractor's Fee for overhead and profit determined as provided in Paragraph 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:
 - a. 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.
 - b. 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 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
 - c. Sales, consumer, use or similar taxes related to the Work and for which Contractor is liable, imposed by laws and regulations.
 - d. Royalty payments and fees for permits and licenses.
 - e. The cost of utilities, fuel and sanitary facilities at the site.
 - f. 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.
 - g. 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 Paragraph 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 Paragraph 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 Paragraphs 4.1 (C.)(a-g), 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, Paragraphs 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 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 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 Three Hundred Dollars (\$300.00) 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 Three Hundred Dollars (\$300.00) 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

CEI 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 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 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 CEI, it must, if requested by CEI, be uncovered for examination and properly restored at Contractor's expense. Such uncovering shall be at Contractor's expense unless Contractor has given CEI timely notice of Contractor's intention to cover the same and CEI has not acted with reasonable promptness in response to such notice.

3.4 Neither observations by 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 CEI, it must, if requested by CEI or Town Representative, be uncovered for CEI's observation and replaced at Contractor's expense.

4.2 If CEI or Town Representative considers it necessary or advisable that covered work be observed by CEI or inspected or tested by others, Contractor, at CEI's request, shall uncover, expose or otherwise make available for observation, inspection or testing as 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 Article 5 of the Contract will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to 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 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

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 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 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. 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 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 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 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 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, 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 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 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 CEI. Prior to approval, if necessary, the prints may be returned to Contractor for changes or modifications and if in the opinion of 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 CEI's review of the Final Application for Payment and accompanying documentation all as required by the Contract Documents, CEI is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, CEI will, within ten (10) days after receipt of the Final Application for Payment, indicate in writing CEI's recommendation of payment and present the Application to the Town for payment. Thereupon CEI will give written notice to the Town and Contractor that the Work is acceptable. Otherwise, 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 CEI's recommendation and notice of acceptability, the amount recommended by 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 CEI so confirms, the Town shall, upon receipt of Contractor's Final Application for Payment and recommendation of 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 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 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 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 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 fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time, or fails to adhere to the Progress Schedule as same may be revised from time to time, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the Contract Time, or if the Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner in accordance with the Contract Documents.
- G. If Contractor disregards laws or regulations of any public body having jurisdiction.
- H. If Contractor disregards the authority of 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 CEI and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph 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 of 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 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 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 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 Paragraph 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 Paragraph 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 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 Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph 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 Paragraph 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 Invitation to Bid, Section I, Paragraph 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.

Supplementary Instructions to Bidders

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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ATTACHMENT TO THE SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Attachment A: Schedule of Intent Affidavit (SOI) Small Business Enterprise –
Construction (SBE-CONST) Program

1. SUPPLEMENTARY BIDDING REQUIREMENTS

1.01 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

- A. This section shall apply only to the extent permitted under applicable regulations of the United States Department of State and the United States Department of Treasury.
- B. By submitting a bid executed through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.02 SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM

- A. SBE-CONST Make-up Plan
 1. A contractor that failed to meet an established Small Business Enterprise-Construction (SBE-CONST) goal on any contract must submit a SBE-CONST Make-up Plan for approval by the Miami-Dade County Internal Services Department, Small Business Division (SBD).
 2. The SBE-CONST Make-up Plan along with a corresponding Schedule of Intent Affidavit (SOI) must be included with the Bid submittal at the time of bid. The corresponding SOI must identify all SBE-CONST firms to be utilized to meet the first tier subcontractor goal and the trade designation of work that each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable.
 3. The Department will forward the Make-up Plan and SOI(s) to SBD for compliance review. Bidders who fail to submit the SBE-CONST Make-up Plan and corresponding SOI by the Bid due date and time will be considered "non responsive."
- B. Small Business Enterprise-Construction Program Measures
 1. In accordance with Miami-Dade County Ordinance No.'s 97-52, 14-98, and 97-158; A.O. 3-22, an 11.70% SBE-CONST Contract Measure has been established for this Project. Compliance with the SBE-CONST provisions is required for all Bidders.
 2. Bidders must:
 - a. Submit a completed Schedule of Intent Affidavit (SOI) along with the Bid Submittal Package;

- b. Place the completed SOI(s) on top of the bid package so that it can be readily identified by the Department during the bid opening. A completed SOI must be included for each SBE-CONST subcontractor to be utilized on this Project and all SBE-GS to be utilized under this Contract. All subcontractors must be Certified SBE-CONST firms. Bidders shall refer to the most current SBD SBE-CONST Certification list available at <http://www.miamidade.gov/business/reports-certification-lists.asp>.
3. The Department will forward the SOI(s) to SBD for compliance review. Bidders who fail to submit the SOI by the Bid due date and time shall be considered “non responsive.”

1.03 CONTRACTOR QUALIFICATION REQUIREMENTS

A. Certificate of Competency Requirement:

1. At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:
 - a. Certificate of Competency from the County’s Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include paving engineering contractor, concrete-work engineering contractor, and excavating and grading engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or
 - b. Certification, as a general contractor, or as a underground utility and excavation contractor, provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes (F.S.).
2. Pursuant to Section 255.20, F.S. and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the Work specified in the Contract Documents.

Attachment A

Schedule of Intent Affidavit (SOI) Small Business Enterprise – Construction (SBE-CONST) Program



SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor _____ Contact Person _____

Address _____ Phone _____ Fax _____ Email _____

Project Name _____ Project Number _____

SBE-Const Contract Measure _____

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
Prime Contractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
Subcontractor Total Percentage:						

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature _____ Prime Print Name _____ Prime Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE-Const Subcontractor Signature _____ SBE-Const Subcontractor Print Name _____ SBE-Const Subcontractor Print Title _____ Date _____

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
 Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
 Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: <http://www.miamidade.gov/business/reports-certification-lists.asp>

SBD's Website: <http://www.miamidade.gov/internalservices/small-business.asp>

Small Business Development Division – Internal Services Department

Part 2 – Bid Documents, Forms & Contract

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BID FORM
FOR ITB 2017-002

NW 79th Avenue from NW 77th Street to NW 79th Place Paving and Drainage Improvements

Date: _____, 20____

Honorable Roberto Martell
Mayor
Town of Medley
7777 N.W. 72nd 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 and Project Manual for the Work and from his own experience or from professional advice that the Drawings and Project Manual 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 has

satisfied himself 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 Technical 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 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
FOR ITB 2017-002**

NW 79th Avenue from NW 77th Street to NW 79th Place Paving and Drainage Improvements

Bid prices stated in the proposal include all costs and expenses for labor, equipment, materials, contractor's overhead, and profit. Payment for this project will be based upon completion of the entire project as a unit price contract, in accordance with the Project Manual.

No.	Pay Item Number	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
1	101-1	Mobilization	LS	1			
2	102-1	Maintenance of Traffic	LS	1			
3	102-60	Work Zone Sign	ED	1140			
4	102-74-1	Channelizing Device- Types I, II, DI, VP, Drum, or LCD	ED	5220			
5	102-74-2	Channelizing Device- Type III, 6'	ED	240			
6	102-99	Portable Changeable Message Sign, Temporary	ED	406			
7	104-10-3	Sediment Barrier	LF	3681			
8	104-18	Inlet Protection System	EA	2			
9	107-1	Litter Removal	AC	2.71			
10	107-2	Mowing	AC	0.87			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB 2017-002**

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS

No.	Pay Item Number	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
11	110-1-1	Clearing and Grubbing	AC	1.38			
12	120-1	Regular Excavation	CY	1256			
13	120-6	Embankment	CY	400			
14	160-4	Type B Stabilization	SY	2556			
15	285-709	Optional Base Group 09	SY	2556			
16	327-70-6	Milling Existing Asphalt Pavement (1 1/2" Avg. Depth)	SY	5436			
17	334-1-23	Superpave Asphaltic Conc. Traf C, PG 76-22, PMA	TN	578.5			
18	337-7-74	Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22, ARB	TN	210.9			
19	425-1311	Inlets, Curb, Type P-1, <10'	EA	4			
20	425-1312	Inlets, Curb Type P-1, >10'	EA	1			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB 2017-002**

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS

No.	Pay Item Number	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
31	430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD	LF	224			
32	430-175-124	Pipe Culvert, Optional Material, Round, 24" S/CD	LF	144			
33	443-70-4	French Drain, 24"	LF	1284			
34	520-1-10	Concrete Curb and Gutter, Type F	LF	3405			
35	522-1	Concrete Sidewalk (4" thick)	SY	2196			
36	522-2	Concrete Sidewalk (6" thick)	SY	60.0			
37	570-1-2	Performance Turf, Sod	SY	1,560.0			
38	710-11-101	Painted Pavement Markings, Standard, White, Solid, 6"	GM	1.3			
39	710-11-123	Painted Pavement Markings, Standard, White, Solid for Crosswalk and Roundabout, 12"	LF	1,998.0			
40	710-11-125	Painted Pavement Markings, Standard, White, Solid for Stop Line or Crosswalk, 24"	LF	162.0			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB 2017-002**

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS

No.	Pay Item Number	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
41	710-11-201	Painted Pavement Markings, Standard, Yellow, Solid, 6"	GM	1.6			
42	710-11-231	Painted Pavement Markings, Standard, Yellow, Skip, 6"	GM	0.6			
43	527-2	Detectable Warnings	SF	100			
44	700-1-11	Single Post Sign (F&I, Ground Mount, up to 12SF)	AS	5			
45	700-1-12	Single Post Sign, F&I Ground Mount, 12-20 SF	AS	1			
46	700-1-60	Single Post Sign, Remove	AS	5			
47	706-3	Retro-reflective Pavement Markers	EA	183			
48	711-11-123	Thermoplastic, Standard, White, Solid, 12"	LF	691			
49	711-11-224	Thermoplastic, Standard, Yellow, Solid, 18"	LF	18			
50	711-11-125	Thermoplastic, Standard, White, Solid, 24"	LF	54			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB 2017-002**

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS

No.	Pay Item Number	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
51	711-14-170	Thermoplastic, Preformed, White, Arrows	EA	26			
52	711-15-101	Thermoplastic, Standard-Open Graded Asphalt Surfaces White, Solid, 6"	GM	0.649			
53	711-15-201	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid, 6"	GM	0.704			
54	711-15-231	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Skip, 6"	GM	0.593			

A. Subtotal (Add items 1 through 54) _____

B. 10% Contingency Allowance (10% of A) _____

Grand Total (Add A+B) _____

Written Bid Amount: _____

The total contract time is 180 calendar days to Final Completion from Notice to Proceed.

Name of Bidder

Signature of Bidder

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 _____

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) Three projects of this type and complexity recently constructed by bidder:

Contract Amount	Type of Project	Date Completed	Owner's Name & Address

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:

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:

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS

INSURANCE POLICIES IN FORCE:

<u>Forms of coverage</u>	<u>Policy Number</u>	<u>Exp. Date</u>
* Workers Comp./Employers Liability	_____	_____
+ Comprehensive Automobile Liability	_____	_____
° Comprehensive General Liability	_____	_____
+Excess Liability	_____	_____
Other (Please specify type: _____):	_____	_____

POLICY INCLUDES COVERAGE FOR:

	<u>YES</u>	<u>NO</u>
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	_____	_____
9. Builder's Risk	_____	_____

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 Limit BI/PD	\$ _____ Each Accident
Comprehensive General Liability	Bodily Injury	\$ _____ Each Occurrence
		\$ _____ Aggregate
	Property Damage	\$ _____ Each Occurrence
		\$ _____ Aggregate

OR

Combined Single
Limit BI/PD

\$ _____ Each
Occurrence
\$ _____ Aggregate

Excess Liability

Combined Single
Limit BI/PD

\$ _____ Aggregate

Builder's Risk

Property Damage/
Replacement

\$ _____

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 CE 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. 72nd Avenue
Medley, FL 33166
Attention: Herlina Taboada, 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 _____, (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. 72nd 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

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND
DRAINAGE IMPROVEMENTS

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 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____.

Notary Public (affix seal)

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 _____ (company name): _____

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:

1. Company Name: _____
 Address: _____
 Telephone No: _____
 Contact Person: _____ Title: _____
 E-mail Address: _____

2. Company Name: _____
 Address: _____
 Telephone No: _____
 Contact Person: _____ Title: _____
 E-mail Address: _____

3. Company Name: _____
 Address: _____
 Telephone No: _____
 Contact Person: _____ Title: _____
 E-mail 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:

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct the Town of Medley Capital Improvements Project Number SW-0115, NW 79th Avenue Paving and Drainage Improvements in accordance with the Contract Documents and as described in the Construction Plans.

Work includes, but is not limited to, the roadway and drainage construction along NW 79th Avenue from NW 77th Street to NW 79th Place which has an approximate length of 1,860 linear feet.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordination with all impacted utility owners; and complying with the requirements of Miami-Dade County.

The forgoing is herein referred to as the "Project" or the "Work", as shown on the Construction Plans prepared by Atkins North America and this Project Manual.

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 Surety)*

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:

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct the Town of Medley Capital Improvements Project Number SW-0115, NW 79th Avenue Paving and Drainage Improvements in accordance with the Contract Documents and as described in the Construction Plans.

Work includes, but is not limited to, the roadway and drainage construction along NW 79th Avenue from NW 77th Street to NW 79th Place which has an approximate length of 1,860 linear feet.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordination with all impacted utility owners; and complying with the requirements of Miami-Dade County.

The forgoing is herein referred to as the "Project" or the "Work", as shown on the Construction Plans prepared by Atkins North America and this Project Manual.

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 it 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

(Print Name)

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 (Signature and Title) By: _____

(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

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 ALLMEN 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:

Secretary

(CORPORATE SEAL)

IN THE PRESENCE OF:

(Name of Corporation)

By: _____
(Signature and Title)

(Type Name & Title signed above)

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____

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 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 _____, 20____.

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. _____

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

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

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).....	\$ _____

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)	

Progress Estimate

Contractor's Application

For (contract):				Application Number:				
Application Period:				Application Date:				
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C + D)	This Period				
Totals								

)

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): _____ Ready for final payment (days or date): _____
--------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
--------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contract Price prior to this Change Order: \$ _____	Contract Times 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): _____ Ready for final payment (days or date): _____
---------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------

Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
-------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------

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

Change Order Instructions

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.

NOTICE TO PROCEED

Dated: _____, 20 ____.

TO:

(Bidder)

Project No.: _____

PROJECT:

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct the Town of Medley Capital Improvements Project Number SW-0115, NW 79th Avenue Paving and Drainage Improvements in accordance with the Contract Documents and as described in the Construction Plans.

Work includes, but is not limited to, the roadway and drainage construction along NW 79th Avenue from NW 77th Street to NW 79th Place which has an approximate length of 1,860 linear feet.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordination with all impacted utility owners; and complying with the requirements of Miami-Dade County.

The forgoing is herein referred to as the "Project" or the "Work", as shown on the Construction Plans prepared by Atkins North America and this Project Manual.

TOWN'S CONTRACT NO: _____

CONTRACT FOR: _____

You are notified that the Contract time under the above Contract will commence to run on ____ day of _____, 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)

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (the "Contract") is dated as of the _____ day of _____ **20**____ 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:

NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct the Town of Medley Capital Improvements Project Number SW-0115, NW 79th Avenue Paving and Drainage Improvements in accordance with the Contract Documents and as described in the Construction Plans.

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Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordination with all impacted utility owners; and complying with the requirements of Miami-Dade County.

The forgoing is herein referred to as the "Project" or the "Work", as shown on the Construction Plans prepared by Atkins North America and this Project Manual.

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 **REPRESENTATIVE** referred to in any of the Contract Documents designated herein is: _____.

2.2 The TOWN'S **ARCHITECT** referred to in any of the Contract Documents designated herein is: _____ .

2.3 The TOWN's **ENGINEER** 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 One Hundred and Fifty (**150**) 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 One Hundred and Eighty (**180**) 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 Document 00700, Article 12, 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 Three Hundred Dollars (\$300.00)** 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 Three Hundred Dollars (\$300.00)** 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 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 an amount in current funds equal to the sum of the amounts determined pursuant to Sections 4.1.1 below:

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Section 4.1.1, and in accordance with the Contractor's Bid Proposal incorporated herein and made a part hereof. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by **ENGINEER** 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.

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 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 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 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 placed on the convicted vendor list following a conviction for public entity crime, as specified in the Instructions to Bidders.

7.8.5 Compliance with Applicable Laws. The **CONTRACTOR** warrants that **CONTRACTOR** is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. The **CONTRACTOR** warrants and agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

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 General Conditions.

8.1.7 Technical Specifications.

8.1.9. Construction Plans or Drawings consisting of a cover sheet and sheets numbered _____ to _____ with each sheet bearing the following general title: _____.

8.1.10. Bid Documents/Project Manual, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

- 8.1.11. 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.
- 8.1.12. The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13. 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.
- 8.1.14. 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.
- 8.1.15. 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. DEFAULT AND TERMINATION

Events of Default by the parties and termination rights shall be in accordance with Section XIV (11 and 12) of the General Conditions.

Article 10. MISCELLANEOUS.

10.1. 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.

10.2. 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.

10.3. **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.

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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**.

10.8. 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.

10.9. 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
7777 N.W. 72nd Avenue
Medley, Florida 33166
ATTN: TOWN Mayor

WITH COPY TO:

10.10. 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. This Contract shall be construed in accordance with and governed by the laws of the State of Florida and venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

10.11. Attorneys' Fees; Prevailing Party: 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, authorized to execute same by Council action on the ___day of _____, 20___, and by _____ (**Contractor**), signing by and through its **President**, duly authorized to execute same.

TOWN:

ATTEST :

TOWN OF MEDLEY, FLORIDA, a Florida municipal corporation

Town Clerk

Roberto Martell, Mayor

Executed: _____, 20___.

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: ___ of _____, 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 _____, 20__.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

My Commission Expires:

Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of _____, who signed the Bid with Town of Medley, Florida Miami-Dade County, Florida, for the project titled NW 79TH AVENUE FROM NW 77TH STREET TO NW 79TH PLACE PAVING AND DRAINAGE IMPROVEMENTS, 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 _____, 20__.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

My Commission Expires:

Notary Public

Part 3 - General Conditions

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PART 3

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SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 LOCATION OF WORK

Work is located in the Town of Medley, FL. Exact location is shown on the Drawings.

1.02 WORK TO BE PERFORMED

The Work to be performed under this Contract shall consist of providing equipment, materials, supplies, and manufactured articles; and for furnishing transportation and services, including fuel, power, water, and essential communications; and for the performance of labor, work, or other operations in strict accordance with this Project Manual.

Wherever the Project Manual address a third party, i.e., subcontractor, manufacturer, vendor, etc., it is to be considered as the Contractor through the third party. Wherever a reference to number of days is noted, it shall mean calendar days.

1.03 SEQUENCE OF CONSTRUCTION

- A. Following receipt of Notice to Proceed with the Work, the Contractor shall notify the Town at least 5-days before he is ready to start actual construction to allow the Town time to make arrangements for inspection of the Work.
- B. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to residents.
- C. Submit a sequence of construction schedule for the entire project.
- D. The Contractor shall note that some areas of the Work may require deep excavation and dewatering, which may require sheeting and by-pass pumping. The Contractor shall be responsible for adhering to all permit requirements.
- E. Cancellation of Planned Shutdown: A planned shutdown may be cancelled by the Town upon 24-hour notification by the Town/CEI to the Contractor. Such cancellation shall be expected due to wet weather conditions or other conditions beyond the control of the Town, CEI, or Contractor. All efforts shall be taken to check weather forecasts and the like prior to scheduling shutdowns. However, if a cancellation must occur, the Town shall not be responsible for any additional costs associated with mobilization and demobilization.

1.04 DEMOLITION AND SALVAGE OF EXISTING FACILITIES

Coordinate any demolition activities with CEI.

1.05 REHABILITATION

The Contractor shall be responsible for the restoration of driveway approaches, and others areas affected by the work necessary to complete this Work.

1.06 DISPOSAL OF DEBRIS

All debris, materials, piping, and miscellaneous waste products from the Work described in the section shall be removed from the project as soon as possible. They shall be disposed of in accordance with applicable federal, state, and local regulations. The Contractor is responsible for determining these regulations and shall bear all costs or retain any profit associated with disposal of these items.

1.07 CONTRACTOR USE OF PROJECT SITE

The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices, as noted on Drawings.

1.08 TOWN USE OF THE PROJECT SITE

The Town may utilize all or part of the existing facilities during the entire period of construction for the conduct of the Town's normal operations. The Contractor shall cooperate with the Town to minimize interference with the Contractor's operations and to facilitate the Town's operations.

1.09 COORDINATION WITH OTHER CONTRACTS

The Contractor shall coordinate the construction work and activities with the construction activities of any adjacent contractors.

1.10 PARTIAL UTILIZATION OF THE WORK BY THE TOWN

The Contractor is hereby advised that the Town may accept the responsibility for the maintenance and protection of a specific portion of the Project if utilized prior to Completion. However, the Contractor shall retain full responsibility for satisfactory completion of the project.

1.11 PERMITS

- A. It shall be the Contractor's responsibility to secure all permits required to complete the work under this contract, except permits obtained by the Town.

- B. No separate or direct payment will be made to the Contractor for permits and inspection requirements, but all such costs shall be included in the bid proposal. The Town will furnish signed and sealed sets of Contract Documents for permit use as required.

1.12 LAND SURVEYING

The Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to the Town. The Contractor shall locate and protect survey control and reference points.

1.13 LOCATIONS OF EXISTING UTILITIES

Where the existing utilities such as electric conduits, force mains, water mains, sewer pipes, gas main and other utilities are in conflict with the new works, the Contractor shall verify the location in the field and notify the CEI immediately.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

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SECTION 01016

SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY

PART 1 - GENERAL

1.01 CONTRACTOR'S RESPONSIBILITY FOR SAFETY

Conduct whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the construction of the project. This requirement shall apply continuously and not be limited to normal working hours.

1.02 FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS

- A. Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these specifications. Where any of these are in conflict, the more stringent requirements shall prevail. Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.
- B. 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. A "competent person" shall mean one who is capable of identifying existing and predictable hazards in 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.
- C. The Contractor shall familiarize himself with the "Underground Facility Damage Prevention and Safety Act", Florida Statute 556. The Contractor shall contact the Sunshine State One-Call Center, at 1-800-432-4770, forty-eight hours prior to any excavation. Failure to familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.
- D. Conduct operations in such a manner utilizing warning devices, such as traffic cones, barricades and warning lights that traffic, pedestrian and Town personnel are given adequate warning of hazards of the worksite as may be deemed necessary by the Town, Engineer of Record, and governing agency having jurisdiction over the work or political subdivision.

1.03 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

The Contractor shall at all times provide proper facilities for safe access to the work by authorized government officials.

1.04 CONSTRUCTION SAFETY PROGRAM

- A. Develop and maintain for the duration of this project, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- B. Certain products specified in these specifications contain warnings by the manufacturers that under certain conditions, if instructions for use are not followed, a hazardous condition may exist. It is the Contractor's responsibility to instruct his workmen in the safe use of the product, or any product substitution.
- C. The duty of the Engineer of Record to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

1.05 SAFETY EQUIPMENT

- A. As part of the safety program, maintain at office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and establish the procedure for the immediate relocation to a hospital or a doctor's care of any person who may be injured on the jobsite.
- B. Perform all necessary work to protect the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes in pedestrian walkway or sidewalk, and trenches or excavations in roadway. Furnish barricades, lanterns, and proper signs to safeguard the public and work.
- C. The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, fall protection devices, shoring, logging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.
- D. During construction, construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railings, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets and walkways. All such barriers shall have adequate warning lights as necessary, or required, for safety.

1.06 STORAGE OF HAZARDOUS MATERIALS

- A. The Contractor is hereby cautioned that he cannot store any environmentally hazardous materials such as solvents, greases, lubricants or any other type of chemical substances at the project site. The Contractor shall be allowed to keep such materials at the site which is to be used for immediate use only.
- B. The materials shall be stored and handled in a proper and safe manner and upon its use immediately dispose of the containers, cans, rags and remnants of the materials in a manner approved by PERA at the Contractor's own cost. The Contractor cannot store empty containers at the site. In case of any violation, the Town will report such violation to PERA and the Contractor shall be subject to all the penalties and fines as required by State and County regulations.

1.07 TRAFFIC SAFETY AND ACCESS TO PROPERTY

- A. Comply with all rules and regulations of the city, state, and county authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the Town. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved barricades, signs, and lights where necessary for the safety of the public. The convenience of the general public and residents and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- B. Where traffic will pass over backfilled trenches before they are paved, the top of the trench shall be maintained in a condition that will allow normal vehicular traffic to pass over. Temporary access driveways must be provided where required. Cleanup operations shall follow immediately behind backfilling and the worksite shall be kept in an orderly condition at all times.
- C. When flagmen and guards are required by regulation or when deemed necessary for safety, they shall be furnished with approved orange wearing apparel and other regulation traffic control devices.

1.08 FIRE PREVENTION AND PROTECTION

- A. Perform all work in fire-safe manner. Furnish and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

- B. The Contractor shall have a Hot Work Permit Program and shall complete a permit prior to cutting or welding. A Fire Watch shall be designated to help monitor the hot work operation.

1.09 TRAFFIC CONTROL AND USE OF PUBLIC STREETS

- A. The Contractor shall be responsible for traffic control as specified hereinafter. Any reference to Miami-Dade County, its departments, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over particular areas of streets or their departments, published regulations, permits, or data. Abide by all applicable laws, regulations and codes thereof, pertaining to maintenance of public streets, detour of traffic, traffic control and other provisions as may be required for this project.
- B. The Contractor shall be fully responsible for the maintenance of public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control and other provisions, throughout the project as required by the Town and the Miami-Dade County Department of Public Works, Traffic Engineering Division (Traffic Division). Traffic shall be maintained according to corresponding typical traffic control details as outlined in the Dade County Public Works Manual. No street shall be completely blocked nor blocked more than one-half at any time, keeping the other half open for traffic without specific approval.
- C. If required by the Town, employ the required number of uniformed off-duty policemen to maintain and regulate the flow of traffic through the construction area. The number of men required and the number of hours on duty necessary for the maintenance and regulation of the traffic flow shall be subject to their approval. If required for traffic control permits or agencies, the Contractor shall work odd or night hours, as required for traffic control reasons, and the cost of such work shall be considered as incidental to construction.
- D. The Contractor shall provide all barricades and/or flashing warning lights necessary to warn motorists of the construction throughout the project.
- E. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. Provide necessary access to all adjacent property during construction.
- F. The contractor shall be responsible for the provision, installation and maintenance of all traffic control and safety devices, in accordance with specifications outlined in the Dade County Public Works Manual. In addition, provide for the resetting of all traffic control and information signing removed during the construction period.
- G. Where excavations are to be made in the vicinity of signalized intersections, attention is directed to the fact that vehicle loop detectors may have been embedded in the

pavement. Verify these locations by inspecting the site of the work and by contacting the Sunshine State One-Call Center at 1-800-432-4770. Any loop detector which is damaged, whether shown on the Drawings or not, shall be repaired or replaced to the satisfaction of the Town.

- H. Notify the Town 24 hours in advance of the construction date, and 48 hours in advance of construction within any signalized intersection.
- I. Temporary pavement will be required over all cuts in pavement areas, and also where traffic is to be routed over swale or median areas. When the temporary pavement for routing traffic is no longer necessary, it shall be removed and the swale or median area restored to their previous condition.

1.10 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operation could cause damage or inconvenience to railway, telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor shall make all arrangements necessary for the protection of these utilities and services or any other known utilities.
- B. Notify all utility companies that are affected by the construction operation at least 48 hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.
- C. The Contractor and his subcontractors shall be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this project.
- D. Neither the Town nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any utility service be allowed outside working hours unless granted by the owner of the utility.
- F. In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Town.

- G. Drainage culverts that are at or near right angles to a pipeline and are removed by the Contractor shall be replaced in kind at the expense of the Contractor unless otherwise noted.
- H. Replace, with material approved by the Town, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in these specifications and as approved by the Town.

1.11 HURRICANE PREPAREDNESS

A. General

During such periods of time as are designated by the United States Weather Bureau as being a hurricane alert, the Contractor shall perform all precautions as necessary to safeguard the work and property, including the removal of all small equipment and materials from the site, lashing all other equipment and materials to each other and to rigid construction, and any other safety measures as may be directed by the Engineer.

B. Upon Notification of a Hurricane Watch

The Contractor should prepare or have in place a Plan of Action for the specific actions to be taken on their particular projects.

C. Upon Notification of a Hurricane Warning

1. The Contractor shall implement their Plan of Action to protect the project and the public.
2. For construction projects within the public right-of-ways, the Contractor shall suspend his construction operations, backfill all open trenches, remove all construction equipment and materials from the right-of-way, remove unnecessary traffic barricades and signs and secure remaining barricades by "half burial" or "double sand bags".

1.12 WORKING IN CONFINED SPACES

Where a Contractor needs to work in a confined space, the Contractor must comply with the General Industry, OSHA Confined Space Standard, CFR 1910.146 or the equivalent Confined Space Standard in DFR 1926, Construction Standards.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

Supplementary Conditions

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

1. SUPPLEMENTARY BIDDING REQUIREMENTS

1.01 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES 1
1.02 SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM 1
1.03 CONTRACTOR QUALIFICATION REQUIREMENTS..... 2

ATTACHMENT TO THE SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Attachment A: Schedule of Intent Affidavit (SOI) Small Business Enterprise –
Construction (SBE-CONST) Program

1. SUPPLEMENTARY BIDDING REQUIREMENTS

1.01 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

- A. This section shall apply only to the extent permitted under applicable regulations of the United States Department of State and the United States Department of Treasury.
- B. By submitting a bid executed through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.02 SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM

- A. SBE-CONST Make-up Plan
 - 1. A contractor that failed to meet an established Small Business Enterprise-Construction (SBE-CONST) goal on any contract must submit a SBE-CONST Make-up Plan for approval by the Miami-Dade County Internal Services Department, Small Business Division (SBD).
 - 2. The SBE-CONST Make-up Plan along with a corresponding Schedule of Intent Affidavit (SOI) must be included with the Bid submittal at the time of bid. The corresponding SOI must identify all SBE-CONST firms to be utilized to meet the first tier subcontractor goal and the trade designation of work that each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable.
 - 3. The Department will forward the Make-up Plan and SOI(s) to SBD for compliance review. Bidders who fail to submit the SBE-CONST Make-up Plan and corresponding SOI by the Bid due date and time will be considered "non responsive."
- B. Small Business Enterprise-Construction Program Measures
 - 1. In accordance with Miami-Dade County Ordinance No.'s 97-52, 14-98, and 97-158; A.O. 3-22, an 11.70% SBE-CONST Contract Measure has been established for this Project. Compliance with the SBE-CONST provisions is required for all Bidders.
 - 2. Bidders must:
 - a. Submit a completed Schedule of Intent Affidavit (SOI) along with the Bid Submittal Package;

- b. Place the completed SOI(s) on top of the bid package so that it can be readily identified by the Department during the bid opening. A completed SOI must be included for each SBE-CONST subcontractor to be utilized on this Project and all SBE-GS to be utilized under this Contract. All subcontractors must be Certified SBE-CONST firms. Bidders shall refer to the most current SBD SBE-CONST Certification list available at <http://www.miamidade.gov/business/reports-certification-lists.asp>.
3. The Department will forward the SOI(s) to SBD for compliance review. Bidders who fail to submit the SOI by the Bid due date and time shall be considered “non responsive.”

1.03 CONTRACTOR QUALIFICATION REQUIREMENTS

A. Certificate of Competency Requirement:

1. At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:
 - a. Certificate of Competency from the County’s Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include paving engineering contractor, concrete-work engineering contractor, and excavating and grading engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or
 - b. Certification, as a general contractor, or as a underground utility and excavation contractor, provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes (F.S.).
2. Pursuant to Section 255.20, F.S. and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the Work specified in the Contract Documents.

Attachment A

Schedule of Intent Affidavit (SOI) Small Business Enterprise – Construction (SBE-CONST) Program



SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor _____ Contact Person _____

Address _____ Phone _____ Fax _____ Email _____

Project Name _____ Project Number _____

SBE-Const Contract Measure _____

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
Prime Contractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
Subcontractor Total Percentage:						

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature _____ Prime Print Name _____ Prime Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE-Const Subcontractor Signature _____ SBE-Const Subcontractor Print Name _____ SBE-Const Subcontractor Print Title _____ Date _____

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
 Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
 Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: <http://www.miamidade.gov/business/reports-certification-lists.asp>

SBD's Website: <http://www.miamidade.gov/internalservices/small-business.asp>

Small Business Development Division – Internal Services Department

Construction Plans

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	KEY SHEET	DESCRIPTION
1	1A	SIGNATURE SHEET
2	3	SUMMARY OF PAY ITEMS
3	4	DRAINAGE MAP
4	5	EXISTING DRAINAGE STRUCTURE DATA
5	50-1 - 50-7	TYPICAL SECTION
6		SUMMARY OF QUANTITIES
7		SUMMARY OF DRAINAGE STRUCTURES
8		OPTIONAL MATERIAL TABULATION
9		PROJECT NOTES
10 - 13		ROADWAY PLAN & PROFILE
14 - 19		DRAINAGE STRUCTURES
20		DRAINAGE DETAILS
21 - 37		CROSS SECTIONS
38 - 39		STORMWATER POLLUTION PREVENTION PLAN
40		TEMPORARY TRAFFIC CONTROL GENERAL NOTES
41		TEMPORARY TRAFFIC CONTROL TYPICAL
CTL-1		PROJECT NETWORK CONTROL
GR-1		ROADWAY SOIL SURVEY
GR-2		ROADWAY SOIL PROFILES
GR-3		REPORT OF CORE BORINGS
UTV-1		SUMMARY OF VERIFIED UTILITIES

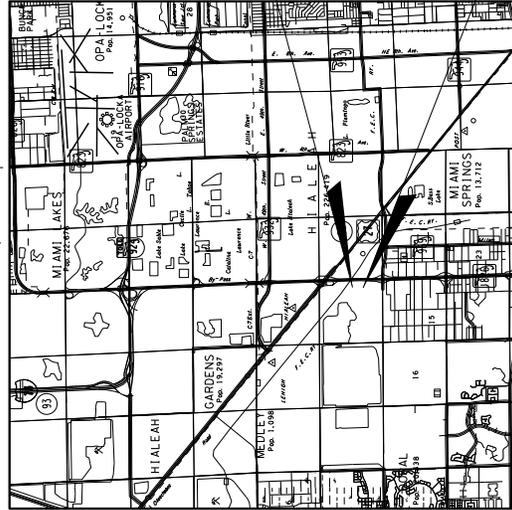
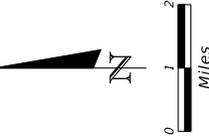
GOVERNING STANDARDS AND SPECIFICATIONS:
Florida Department of Transportation, 2016 Design Standards and revised Index Drawings as appended herein, and July 2016 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Design Standards" link at the following web site:
<http://www.dot.state.fl.us/rddesign/>
For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:
<http://www.dot.state.fl.us/specificationsoffice/>

TOWN OF MEDLEY

CONTRACT PLANS FOR

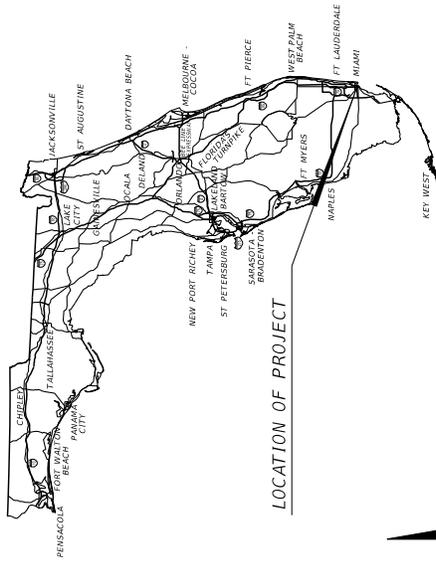
NORTHWEST 79TH AVENUE
MIAMI-DADE COUNTY
FROM 77TH STREET TO 79TH PLACE



PREPARED FOR
THE TOWN OF MEDLEY BY:

ATKINS NORTH AMERICA, INC.
2001 NW 107th Ave.
MIAMI, FL 33172

OCF NO. SW-0115



LOCATION OF PROJECT

TOWN COUNCIL

- MAYOR
ROBERTO MARTELL
- VICE-MAYOR
JACK MARROW
- COUNCILPERSON
GRISELIA DIGIACOMO
- COUNCILPERSON
SUSANA GUASCH
- COUNCILPERSON
EDGAR AYALA

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:
RICARDO A. CASTRO, P.E.
ATKINS NORTH AMERICA, INC.
2001 NW 107th Ave
MIAMI, FL 33172
PHONE: (305) 514-3410
VENDOR NO.: F-590-896-138-001

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD: RICARDO A. CASTRO P.E.

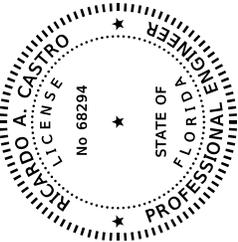
P.E. NO.: 68294

SHEET NO.	1
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THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ricardo.castro@atkinsglobal.com
2016.11.14 13:11:31 -05'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.
ATKINS NORTH AMERICA, INC.
2001 NW 107th AVENUE
MIAMI, FL 33172
CERTIFICATE OF AUTHORIZATION: 24
RICARDO A. CASTRO, P.E. NO. 68294



THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

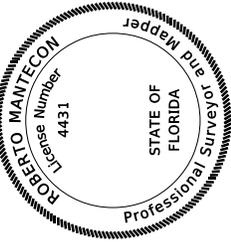
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- 1 KEY SHEET
- 1A SIGNATURE SHEET
- 2 SUMMARY OF PAY ITEMS
- 3 DRAINAGE MAP
- 4 EXISTING DRAINAGE STRUCTURE DATA
- 5 TYPICAL SECTION
- 50-1 - 50-7 SUMMARY OF QUANTITIES
- 6 SUMMARY OF DRAINAGE STRUCTURES
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- 38 - 39 STORMWATER POLLUTION PREVENTION PLAN
- 40 TEMPORARY TRAFFIC CONTROL GENERAL NOTES
- 41 TEMPORARY TRAFFIC CONTROL TYPICAL
- UTV-1 SUMMARY OF VERIFIED UTILITIES

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Digitally signed by Roberto Mantecon
Date: 2016.11.14 12:52:25 -05'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.
ATKINS NORTH AMERICA, INC.
2001 NW 107th AVENUE
MIAMI, FL 33172
CERTIFICATE OF AUTHORIZATION: LB24
ROBERTO MANTECON, PSH NO. 4431



THE ABOVE NAMED PROFESSIONAL SURVEYOR & MAPPER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 5J-17.062, F.A.C.

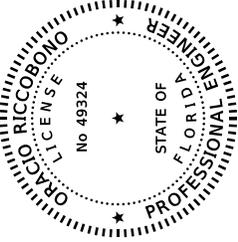
SHEET NO. SHEET DESCRIPTION

- 1A CTL-1 SIGNATURE SHEET
- PROJECT NETWORK CONTROL

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Oracio Riccobono
2016.11.14 11:34:55
-05'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.
GEO50L, INC.
5795-A NW 151ST STREET
MIAMI LAKES, FL 33014
CERTIFICATE OF AUTHORIZATION: 8530
ORACIO RICCOBONO, P.E. NO. 49324



THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO. SHEET DESCRIPTION

- 1A SIGNATURE SHEET
- GR-1 ROADWAY SOIL SURVEY
- GR-2 ROADWAY SOIL PROFILES
- GR-3 REPORT OF CORE BORINGS

DATE	DESCRIPTION	DATE	DESCRIPTION

RICARDO A. CASTRO, P.E.
P.E. LICENSE NUMBER 68294
ATKINS NORTH AMERICA, INC.
2001 NW 107 AVENUE
MIAMI, FL 33172
CERTIFICATE OF AUTHORIZATION NO. 24



TOWN OF MEDLEY
OCF NO. SW0015
COUNTY MIAMI-DADE

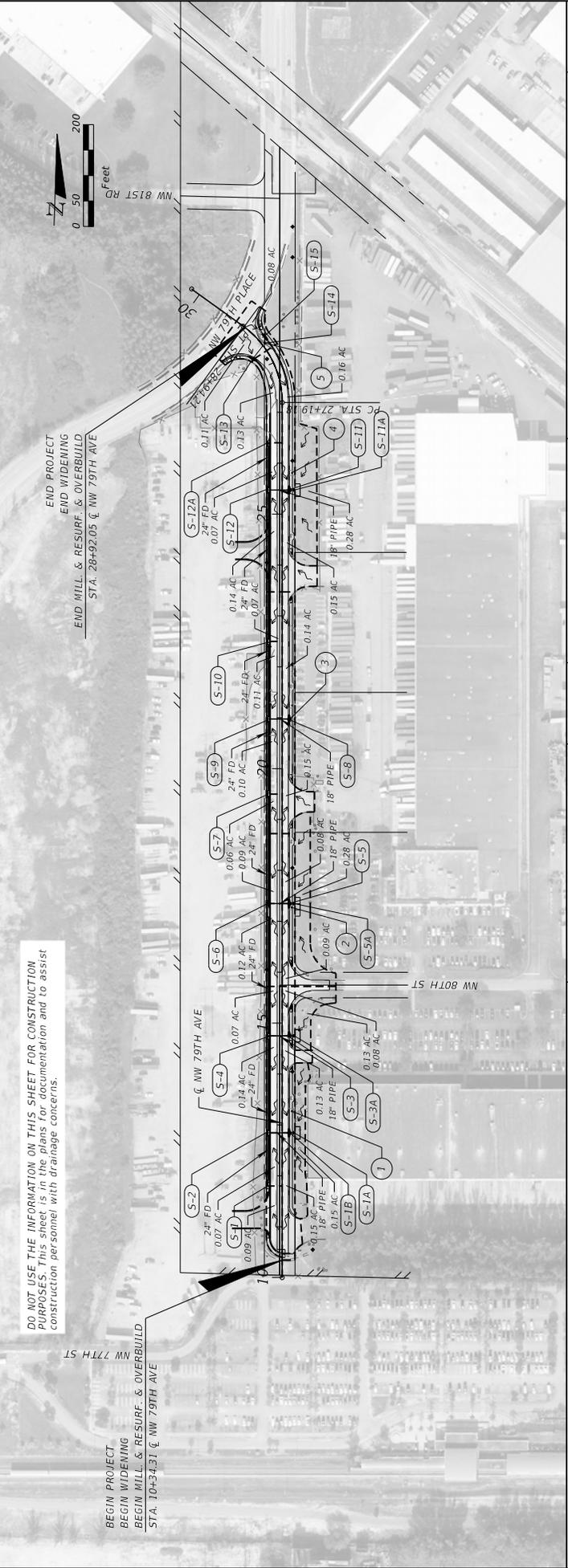
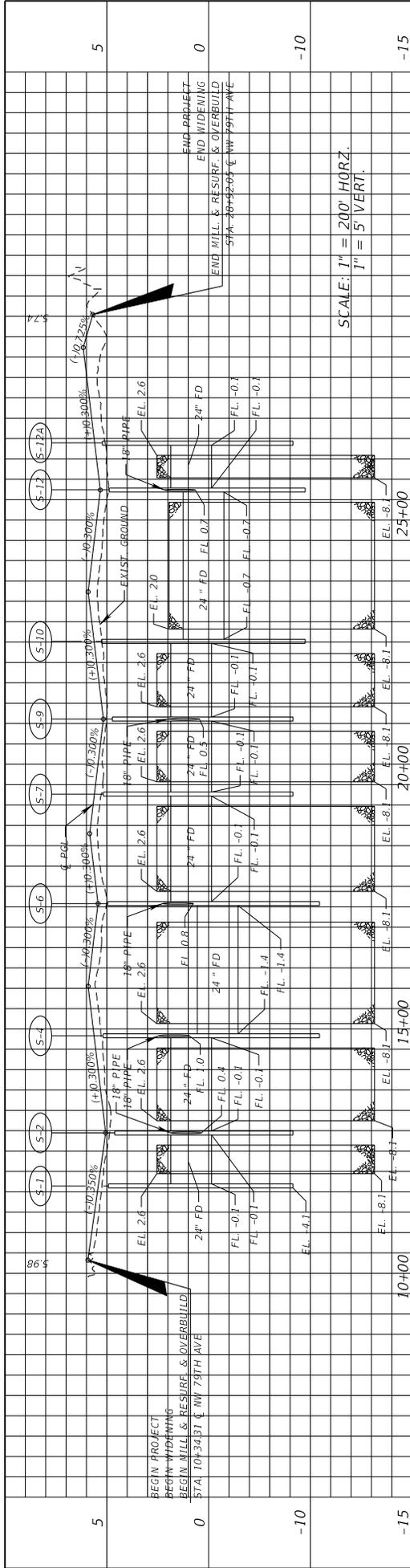
SIGNATURE SHEET

SHEET NO. 1A

SUMMARY OF GENERAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			P	F	P	F		
101-1	MOBILIZATION	LS	1					
102-1	MAINTENANCE OF TRAFFIC	LS	1					
102-60	WORK ZONE SIGN	ED	1140					
102-74-1	CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM, OR LCD	ED	5220					
102-74-2	CHANNELIZING DEVICE, TYPE III, 6"	ED	240					
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	406					
104-10-3	SEDIMENT BARRIER	LF	3681					
104-18	INLET PROTECTION SYSTEM	EA	2					
107-1	LITTER REMOVAL	AC	2.707					
107-2	MOWING	AC	0.869					
110-1-1	CLEARING AND GRUBBING	AC	1.380					
120-1	REGULAR EXCAVATION	CY	1256					
120-6	EMBANKMENT	CY	400					
160-4	TYPE B STABILIZATION	SY	2556					
285-709	OPTIONAL BASE GROUP 09	SY	2556					
327-70-6	MILLING EXIST ASPH PAVT 1 1/2" AVG DEPTH	SY	5436					
334-1-23	SUPERPAVE ASPH CONC, TRAFFIC C, PG76-22, PMA	TN	578.5					
337-7-74	ASPHALT CONCRETE FRICTION COURSE TRAFFIC C, FC-12.5, PG 76-22, ARB	TN	210.9					
425-1311	INLETS, CURB, TYPE P-1, <10'	EA	4					
425-1312	INLETS, CURB, TYPE P-1, >10'	EA	1					
425-1321	INLETS, CURB, TYPE P-2, <10'	EA	3					
425-1322	INLETS, CURB, TYPE P-2, >10'	EA	1					
425-1361	INLETS, CURB, TYPE P-6, <10'	EA	1					
425-1365	INLETS, CURB, TYPE P-6, PARTIAL	EA	1					
425-1451	INLETS, CURB, TYPE J-5, <10'	EA	1					
425-1461	INLETS, CURB, TYPE J-6, <10'	EA	4					
425-1521	INLETS, DT BOT, TYPE C, <10'	EA	4					
425-2-41	MANHOLES, P-7, <10'	EA	1					
425-5-1	MANHOLES, ADJUST UTILITIES	EA	5					
425-6	VALVE BOXES, ADJUST	EA	3					
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/C/D	LF	224					
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/C/D	LF	144					
443-70-4	FRENCH DRAIN, 24"	LF	1279					
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	3215					
520-3	VALLEY GUTTER-CONCRETE	LF	190					
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	2114					
527-2	DETECTABLE WARNING	SF	162					
570-1-2	PERFORMANCE TURF, SOD	SY	1560					
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	5					
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	1					
700-1-60	SINGLE POST SIGN, REMOVE	AS	5					
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	183					
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	1.324					
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	1998					
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	162					
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1.636					
710-11-231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.593					
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	691					
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	54					
711-14-170	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	EA	26					
711-15-101	THERMOPLASTIC, STD-OP, WHITE, SOLID, 6"	GM	0.649					
711-15-201	THERMOPLASTIC, STD-OP, YELLOW, SOLID, 6"	GM	0.704					
711-15-231	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.593					

DATE	DESCRIPTION	REVISIONS		TOWN OF MEDLEY COUNTY MIAMI-DADE	SHEET NO.
			RICARDO A. CASTRO, PE P.E. LICENSE NUMBER 68284 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24	OCP NO. SW-0115	2



DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. This sheet is in the plans for documentation and to assist construction personnel with drainage concerns.

DATE	DESCRIPTION	DATE	DESCRIPTION

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2000 NW 107TH AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24		TOWN OF MEDLEY COUNTY MIAMI-DADE
OCP NO. SW-0015	COUNTY MIAMI-DADE	SHEET NO. 3

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① CATCH BASIN
RIM EL. 4.24'
BAFFLED (S)
BOTTOM EL. -2.17'

② CATCH BASIN
RIM EL. 4.35'
BAFFLED (N)
BOTTOM EL. -2.35'

③ CATCH BASIN
RIM EL. 4.29'
BAFFLED (N)
BAFFLED (S)
BOTTOM EL. -2.51'

④ CATCH BASIN
RIM EL. 4.32'
BAFFLED (N)
16" HIGH DENSITY POLYETHYLENE
(S) FL. EL. 1.36'
BOTTOM EL. -2.18'

⑤ CATCH BASIN
RIM EL. 4.89'
18" RCP
(SW) FL. EL. -1.12'
18" RCP
(NW) FL. EL. -1.17'
BOTTOM EL. -3.12'

⑥ CATCH BASIN
RIM EL. 4.94'
18" RCP
(NE) FL. EL. -0.76'
BOTTOM EL. -3.06'

REVISIONS	
DATE	DESCRIPTION

RICARDO A. CASTRO, P.E.
P.E. LICENSE NUMBER 68294
ATKINS NORTH AMERICA, INC.
2001 NW 107TH AVENUE
MIAMI FL. 33172
CERTIFICATE OF AUTHORIZATION NO. 24



TOWN OF MEDLEY
OCF NO. SW-015
COUNTY MIAMI-DADE

**EXISTING DRAINAGE
STRUCTURE DATA**

SHEET NO. 4

SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0101 1	MOBILIZATION	1			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE I			PHASE II			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION DAYS	QUANTITY	TOTAL	DURATION DAYS	QUANTITY	TOTAL	P	F		
0102 1	MAINTENANCE OF TRAFFIC	LS										
0102 60	WORK ZONE SIGN	ED	60	8	480	12	360	840				
0102 74 1	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD	ED	60	44	2640	30	1350	3990				
0102 74 2	CHANNELIZING DEVICE, TYPE III, 6'	ED	60	2	120	30	60	180				
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	104	2	208	69	138	346				
0710 11 101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.331	0.331		0.331	0.662				
0710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF					691	691				
0710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF					54	54				
0710 11 211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM					0.228	0.228				
0710 11 231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM										

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE III			PHASE IV			TOTAL		GRAND TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION DAYS	QUANTITY	TOTAL	DURATION DAYS	QUANTITY	TOTAL	P	F	P	F		
0102 1	MAINTENANCE OF TRAFFIC	LS												
0102 60	WORK ZONE SIGN	ED	15	10	150	15	10	150	300					
0102 74 1	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD	ED	15	42	630	15	40	600	1230					
0102 74 2	CHANNELIZING DEVICE, TYPE III, 6'	ED	15	2	30	15	2	30	60					
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	15	2	30	15	2	30	60					
0710 11 101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.662	0.662			0.662	0.662					
0710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF		691	691		616	616	1307					
0710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF		54	54		54	54	108					
0710 11 211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.704	0.704		0.704	0.704	1.408					
0710 11 231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM					0.593	0.593	0.593					

DATE	DESCRIPTION	REVISIONS		TOWN OF MEDLEY COUNTY MIAMI-DADE	SHEET NO. SQ-1
			RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24	OCP NO. SW-0115	11/14/2016 2:50:58 PM H:\Common\Transportation\Medley\9716_Ave\1235615371_FON\CADD Files\Roadway\SUBOR

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES									
LOCATION	SIDE	SEDIMENT BARRIER			INLET PROTECTION SYSTEM			DESIGN NOTES	CONSTRUCTION REMARKS
		0104	10	3	0104	18	EA		
STA. TO STA.		P	LF	F	P	F	EA	F	
10+34.31 to 10+35.89	LT/RT		50.0						
10+34.31 to 10+56.84	RT		32.3						
10+35.89 to 10+61.86	LT		35.9						
10+61.86 to 26+79.54	LT		1617.7						
11+17.79 to 14+14.70	RT		296.9						
11+18.98 to 11+31.68	RT		38.0						
14+13.90 to 14+14.76	RT		27.5						
14+52.38 to 14+53.21	RT		26.2						
14+53.21 to 15+41.71	RT		88.5						
15+41.71 to 15+57.48	RT		38.2						
15+93.52 to 16+19.33	RT		31.8						
16+19.33 to 16+83.34	RT		264.0						
18+83.34 to 19+07.16	RT		34.3						
19+55.17 to 19+79.00	RT		36.5						
19+79.00 to 23+18.11	RT		339.1						
23+18.11 to 23+49.21	RT		43.3						
24+04.79 to 24+30.92	RT		39.9						
24+30.92 to 27+16.11	RT		285.8						
26+91.24 to 27+98.16	LT		90.8						
27+16.11 to 27+98.57	RT		95.7						
27+98.16 to 28+49.34	LT		45.1						
27+98.57 to 28+49.35	RT		60.0						
28+49.34 to 28+52.63	LT		23.2						
28+49.35 to 28+75.72	RT		40.1						
28+25.46 to 28+40.15	LT					1			
28+39.15 to 28+50.83	RT					1			
SUB-TOTAL			3680.8			2			
TOTAL			3681			2			

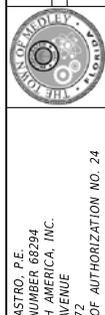
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
		RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24		
				
		OCF NO.	SW-0015	COUNTY
		MIAMI-DADE		
		TOWN OF MEDLEY		
		SUMMARY OF QUANTITIES		
		SHEET NO. 50-2		

SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL				MOWING				DESIGN NOTES	CONSTRUCTION REMARKS
					0107 1		0107 2		0107 1		0107 2			
					AREA ID	CYCLES	AC/CYCLE	AREA TOTAL (AC)	AREA ID	CYCLES	AC/CYCLE	AREA TOTAL (AC)		
1	10+34.31 TO 11+35.60	LT	90	30		3			20025	3	0.014	0.041		
	11+50.60 TO 26+64.12	LT	90	30		3			20033	3	0.191	0.573		
	26+89.12 TO 28+64.75	LT	90	30		3			20043	3	0.019	0.058		
	10+39.31 TO 27+90.83	LT	90	30		3	0.484	1.451						
	11+41.34 TO 14+02.13	RT	60	30		2			19974	2	0.018	0.036		
	14+66.11 TO 15+14.14	RT	60	30		2			19979	2	0.003	0.007		
	16+34.66 TO 18+79.11	RT	60	30		2			19984	2	0.017	0.034		
	19+90.31 TO 23+21.56	RT	60	30		2			19989	2	0.023	0.046		
	24+34.10 TO 27+25.50	RT	60	30		2			19994	2	0.020	0.040		
	27+25.41 TO 28+51.66	RT	60	30		2			20001	2	0.017	0.034		
2	11+19.36 TO 14+20.58	RT	60	30		2	0.087	0.173						
	14+47.76 TO 15+64.50	RT	60	30		2	0.047	0.093						
	15+84.27 TO 19+03.18	RT	60	30		2	0.108	0.215						
	19+65.86 TO 23+46.53	RT	60	30		2	0.109	0.218						
	24+09.47 TO 28+85.10	RT	60	30		2	0.255	0.509						
	10+46.54 TO 11+41.34	RT	60	30		2	0.023	0.047						
						SUB-TOTAL:	2.707					0.869		
						TOTAL:	2.71					0.87		

SUMMARY OF REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
							P	F	P	F		
0110 1 1	CLEARING & GRUBBING			14864	LS	0.060	1		1		1.381 ACRES	
		24+29.70 TO 28+58.80	RT	14864	LS	0.060						
		19+85.92 TO 23+25.97	RT	14886		0.047						
		16+26.95 TO 18+83.50	RT	14906		0.035						
		14+63.86 TO 15+21.85	RT	14921		0.008						
		11+21.72 TO 14+04.38	RT	14930		0.039						
		11+29.30 TO 14+04.38	RT	14954		0.031						
		14+63.86 TO 15+21.85	RT	14960		0.007						
		16+26.95 TO 18+89.50	RT	14967		0.030						
		19+79.92 TO 23+31.97	RT	14976		0.041						
		24+23.70 TO 27+19.18	RT	14988		0.034						
		27+19.18 TO 28+63.34	RT	14996		0.024						
		10+55.01 TO 28+01.57	LT	15006		0.983						
		28+23.16 TO 28+82.56	LT	15027		0.015						
		27+73.57 TO 28+28.13	LT	15035		0.010						
		28+41.26 TO 28+90.46	LT	15045		0.018						



RICARDO A. CASTRO, P.E.
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2001 NW 107 AVENUE
MIAMI, FL 33172
CERTIFICATE OF AUTHORIZATION NO. 24

TOWN OF MEDLEY
COUNTY
MIAMI-DADE
SW-015

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SUMMARY OF QUANTITIES
SHEET NO. 50-3

SUMMARY OF EARTHWORK					
PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION	1256			
0120 6	EMBANKMENT	400			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNIT	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION				P	F		
0160 4	TYPE B STABILIZATION	10+47.30 to 28+82.56		LT/RT	12287	SY	2502.9			2556
		28+23.97 to 28+90.46		RT	11592		53.0			
285709	OPTIONAL BASE, BASE GROUP 09	10+47.30 to 28+82.56		LT/RT	12269	SY	2502.9			2556
		28+23.97 to 28+90.46		RT	8697		53.0			
0327 70 6	MILLING EXIST ASPH PAVT., 1 1/2" AVG DEPTH	10+46.54 to 11+41.34		RT	8746	SY	113.2			5436
		10+46.98 to 28+90.46		LT/RT	8709		4752.2			
		14+02.13 to 14+66.11		RT	8753		50.6			
		15+14.14 to 16+34.66		RT	8758		302.6			
		18+79.11 to 19+90.31		RT	8765		106.0			
		23+21.59 to 24+34.10		RT	8770		111.5			
0334 1 23	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C, PG 76-22, PMA)	10+47.30 to 28+82.56		LT/RT	12251	TN	206.49			578.5
		28+23.97 to 28+90.46		RT	11682		4.37			
		10+47.30 to 28+90.46	OVERBUILD				367.59			
0337 7 74	ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC C, FC-12.5, PG76-22, ARB)	10+47.30 to 28+82.56		LT/RT	12233	TN	206.49			210.9
		28+23.97 to 28+90.46		RT	11693		4.37			

SUMMARY OF UTILITY ADJUSTMENTS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	UNIT	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		STATION	STATION			P	F		
0425 5 1	MANHOLE, ADJUST, UTILITIES	13+37.51		LT	EA	1			
		15+74.79		LT			5		
		16+67.19		LT					
		19+97.89		LT					
		23+27.44		LT					
0425 6	VALVE BOXES, ADJUST	12+62.18		RT	EA	1			
		15+84.47		RT			3		
		15+87.19		RT					



RICARDO A. CASTRO, P.E.
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CERTIFICATE OF AUTHORIZATION NO. 24

REVISIONS
DATE DESCRIPTION

TOWN OF MEDLEY
OCF NO. SW-0015
COUNTY MIAMI-DADE

SUMMARY OF QUANTITIES
SHEET NO. SQ-4

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	UNIT	QUANTITY			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
					GROSS LENGTH	DEDUCTIONS TYPE LENGTH	NET LENGTH	P	F		
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	10+77.26 to 23+24.66	LT	LF	1247.4		1247.4				
		14+02.13 to 14+16.40	RT		16.3		16.3				
		14+51.84 to 14+66.11	RT		16.3		16.3				
		15+14.14 to 15+37.97	RT		24.9		24.9				
		18+79.11 to 18+97.17	RT		19.6		19.6				
		23+21.56 to 23+39.63	RT		19.6		19.6				
		23+24.66 to 27+19.77	LT		395.0		395.0				
		27+19.77 to 27+93.64	LT		64.1		64.1				
		27+93.64 to 28+76.34	LT		95.0		95.0				
		10+45.80 to 10+77.26	LT/RT		48.0		48.0				
		11+21.14 to 11+41.34	RT		24.3		24.3				
		11+41.34 to 14+02.13	RT		260.8		260.8				
		14+66.11 to 15+14.14	RT		48.0		48.0				
		16+10.83 to 16+34.66	RT		24.9		24.9				
		16+34.66 to 18+79.11	RT		244.4		244.4				
		19+72.25 to 19+90.31	RT		19.6		19.6				
		19+90.31 to 23+21.56	RT		331.3		331.3				
		24+16.04 to 24+34.10	RT		19.6		19.6				
		24+34.10 to 27+25.01	RT		291.3		291.3				
		27+25.04 to 28+23.97	RT		106.1		106.1				
		28+23.97 to 28+51.66	RT		29.7		29.7				
		28+51.66 to 28+87.72	RT		58.7		58.7				

DATE		REVISIONS		TOWN OF MEDLEY		COUNTY		SHEET NO.	
DESCRIPTION		DATE		MIAMI-DADE		MIAMI-DADE		50-5	
RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24						OCP NO. SW-0015 COUNTY MIAMI-DADE		13/14/2016 2:50:59 PM H:\Common\Transportation\Medley\99th_Ave\1235675372_FON\CDD Files\Summary_SUDOR	

SUMMARY OF QUANTITIES

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4"			DETECTABLE WARNINGS			DESIGN NOTES	CONSTRUCTION REMARKS
					P	F	F	P	SF	F		
STA. TO STA.												
10+39.31 to 10+77.92	LT/RT	20431										
10+77.92 to 10+84.92	LT	20461										
10+84.92 to 10+90.69	LT	20456										
11+21.57 to 14+04.38	RT	12016										
11+57.42 to 11+67.82	LT	20474										
11+67.82 to 11+74.82	LT	20469										
11+74.82 to 23+66.97	LT	20417										
13+49.14 to 13+56.48	RT	19317										
14+04.38 to 14+10.38	RT	19333										
14+04.38 to 14+10.38	RT	12025										
14+10.38 to 14+15.10	RT	19327										
14+10.38 to 14+16.02	RT	19338										
14+53.14 to 14+57.86	RT	19345										
14+53.38 to 14+63.86	RT	19350										
14+57.86 to 14+63.86	RT	12039										
14+63.86 to 15+21.85	RT	12030										
15+21.85 to 15+27.85	RT	12044										
15+27.85 to 15+27.85	RT	19373										
15+27.85 to 15+36.45	RT	19362										
15+27.85 to 15+37.72	RT	19367										
16+11.81 to 16+26.95	RT	19383										
16+12.35 to 16+20.95	RT	19378										
16+20.95 to 16+26.95	RT	12058										
16+26.95 to 18+83.50	RT	12049										
18+52.74 to 18+60.08	RT	19322										
18+83.50 to 18+89.50	RT	19401										
18+83.50 to 18+89.50	RT	12064										
18+89.50 to 18+95.78	RT	19390										
18+89.50 to 18+96.85	RT	19395										
19+73.52 to 19+85.92	RT	19411										
19+73.64 to 19+79.92	RT	19406										
19+79.92 to 19+85.92	RT	12079										
19+85.92 to 23+25.97	RT	12070										
21+57.90 to 21+65.23	RT	19419										
23+25.96 to 23+31.97	RT	12085										
23+25.97 to 23+31.97	RT	19434										
23+31.96 to 23+38.24	RT	19424										
23+31.97 to 23+39.32	RT	19428										
23+66.97 to 23+73.97	LT	20478										
23+73.97 to 23+84.37	LT	20486										
24+17.29 to 24+29.70	RT	19444										
24+17.42 to 24+23.70	RT	19439										
24+23.70 to 24+29.70	RT	12103										
24+29.70 to 28+62.12	RT	12090										
24+71.75 to 24+82.16	LT	20490										
24+82.16 to 24+89.16	LT	20494										
24+89.16 to 28+75.45	LT	20504										
SUB-TOTAL:											2072.1	

DATE		DESCRIPTION		REVISIONS				TOWN OF MEDLEY COUNTY MIAMI-DADE		SHEET NO. 50-6	
						RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24		OCP NO. SW-015		11/14/2016 2:50:59 PM H:\Common\Transportation\Medley\99th_Ave\1235615371_FON\CADD FILES\ roadway\SUMOR	

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4"			DETECTABLE WARNINGS			DESIGN NOTES	CONSTRUCTION REMARKS
					SY			SF				
					P	F	F	P	P	F		
28+46.63 to 28+60.65	LT	12153			6.0							
28+60.11 to 28+67.78	RT	12127			4.4							
28+62.12 to 28+74.89	RT	12115			6.0							
28+65.26 to 28+70.99	RT	12134			2.4							
28+67.78 to 28+72.82	RT	12139			1.8							
28+69.90 to 28+73.92	RT	19456			0.9							
28+70.69 to 28+78.44	RT	12144			2.4							
28+70.69 to 28+80.94	RT	12120			4.5							
28+74.89 to 28+87.34	RT	12108			13.1							
10+84.92 to 10+90.68	LT	20072						10.4				
11+57.42 to 11+67.82	LT	20067						17.3				
23+73.97 to 23+84.37	LT	20057						17.3				
24+71.75 to 24+82.16	LT	20062						8.1				
14+10.38 to 14+15.10	RT	11970						8.1				
14+53.14 to 14+57.86	RT	11964						8.1				
15+27.85 to 15+36.45	RT	11976						13.6				
16+12.35 to 16+20.95	RT	11981						13.6				
18+89.50 to 18+95.78	RT	11986						10.2				
19+73.64 to 19+79.92	RT	11991						10.2				
23+31.96 to 23+38.24	RT	11996						10.2				
24+17.43 to 24+23.70	RT	12001						10.2				
28+58.33 to 28+63.72	LT	12006						8.0				
28+69.90 to 28+73.92	RT	12011						8.0				
SUB-TOTAL:					41.5			162.5				
TOTAL:					2114			162				

SUMMARY OF PERFORMANCE TURF

LOCATION	SIDE	AREA ID	PERFORMANCE TURF (SOD)			DESIGN NOTES	CONSTRUCTION REMARKS
			SY				
			P	F	F		
10+34.31 to 11+35.60	LT/RT	19283			66.7		
11+50.60 to 26+64.12	LT	19291			924.9		
26+89.12 to 28+64.75	LT	19301			93.6		
11+41.34 to 14+02.13	RT	15125			86.9		
14+66.11 to 15+14.14	RT	15139			16.0		
16+34.66 to 18+79.11	RT	15144			81.5		
19+90.31 to 23+21.56	RT	15149			110.4		
24+34.10 to 27+25.50	RT	15154			97.4		
27+25.41 to 28+51.66	RT	15161			82.8		
SUB-TOTAL:			1560.2				
TOTAL:			1560				

DATE	DESCRIPTION	REVISIONS		TOWN OF MEDLEY COUNTY MIAMI-DADE	SHEET NO. 50-7
			RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24	OCP NO. SW-0115	13/14/2016 2:51:00 PM H:\Common\Transportation\Medley\9700_Ave\1235675370_FON\CADD Files\Summary\50-7

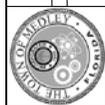
- 38. EXISTING INLETS, MANHOLES AND PIPES THAT ARE TO REMAIN SHALL BE CLEANED AND DESILTED BY THE CONTRACTOR. COST TO BE INCLUDED IN PAY ITEM 430-94-1 (PIPE DESILTING UP TO 24").
- 39. ALL EXISTING STORM SEWER MANHOLES ARE TO BE ADJUSTED TO FINAL FINISHED GRADE, INCLUDING THOSE NOT SHOWN IN THE PLANS AND WITHIN THE PROJECT LIMITS. THE CONTRACTOR COST TO BE INCLUDED IN ITEM 425-55. ALL OTHER EXISTING MANHOLES ARE TO BE ADJUSTED, AS NECESSARY, BY THE UTILITY OWNERS.
- 40. EXISTING STORM SEWERS (PIPES, FRENCH DRAINS AND/OR SLAB COVERED TRENCHES) IN CONFLICT WITH PROPOSED CONSTRUCTIONS SHALL BE REMOVED. COST OF REMOVAL, DISPOSAL, BACKFILLING AND COMPACTING SHALL BE INCLUDED IN ITEM 110-1-1 CLEARING AND GRUBBING AS PER 110-6 OF STANDARD SPECIFICATIONS.
- 41. ALL WORK AND MATERIALS ASSOCIATED WITH PROPOSED UTILITY CONFLICT BOXES SHALL BE INCLUDED IN THE COST OF THE RELATED DRAINAGE STRUCTURE FOR THE WORK BEING DONE.
- 42. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.

ENVIRONMENTAL NOTES

- 1. ALL WORK SHALL FOLLOW ALL APPLICABLE SAFETY REQUIREMENTS (E.G., OSHA, ETC.) AND NOTIFICATION MUST BE PROVIDED TO THE APPROPRIATE AGENCIES.
- 2. APPROVAL FROM OTHER DEPARTMENTS, AND/OR SECTIONS (OF RERI AND OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE SCOPE OF WORK MUST BE OBTAINED PRIOR TO THE IMPLEMENTATION OF THE PROJECT.
- 3. BE ADVISED THAT IN THE EVENT THAT EVIDENCE OF UNDOCUMENTED GROUND AND/OR GROUND WATER CONTAMINATION IS ENCOUNTERED, THE RESPONSIBLE PARTY OR HIS DESIGNEE IS REQUIRED TO IMMEDIATELY NOTIFY POLLUTION REMEDIATION SECTION (PRS) AT MIAMI-DADE COUNTY. THE PRS CAN BE CONTACTED AT (305) 372-6700.
- 4. CONTAMINATED SOILS AND BURIED SOLID WASTE MATERIAL EXCAVATED DURING CONSTRUCTION REQUIRE PROPER HANDLING AND DISPOSAL IN ACCORDANCE WITH THE LOCAL, STATE AND FEDERAL REGULATIONS. BE ADVISED THAT THE LANDFILL OWNER/OPERATOR IS THE FINAL AUTHORITY ON DISPOSAL AND MAY HAVE REQUIREMENTS BEYOND THOSE PROVIDED HEREIN. IF DISPOSAL WITHIN A MIAMI-DADE COUNTY OWNED LANDFILL (CLASS 1 LANDFILL) IS APPROPRIATE AND SELECTED, PLEASE CONTACT TEEB, CASEY, MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT AT (305) 394-1616 FOR INFORMATION.

REVISIONS	
DATE	DESCRIPTION

RICARDO A. CASTRO, P.E.
P.E. LICENSE NUMBER 68294
ATKINS NORTH AMERICA, INC.
2001 NW 107 AVENUE
MIAMI, FL 33172
CERTIFICATE OF AUTHORIZATION NO. 24



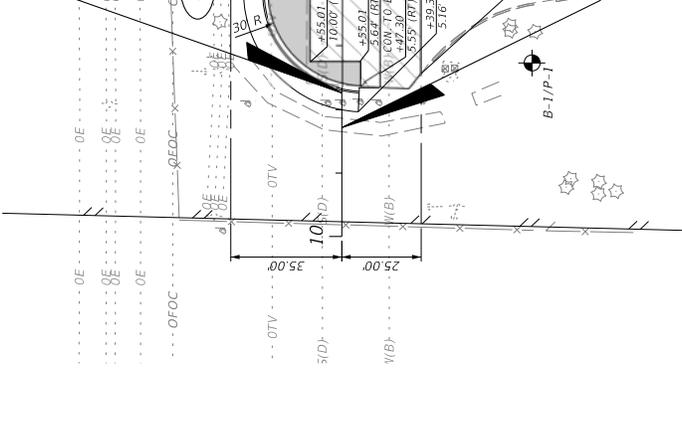
TOWN OF MEDLEY
OCF NO. SW-0115
COUNTY MIAMI-DADE

PROJECT NOTES

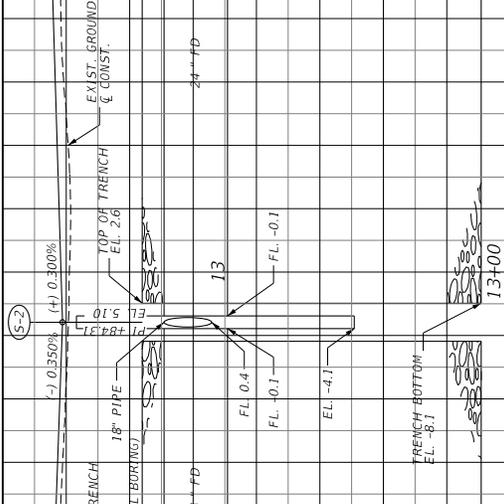
SHEET NO. 9

* DRIVEWAY LOCATION AND DIMENSIONS ARE TO BE COORDINATED WITH PROPERTY OWNER

BEGIN WIDENING
 BEGIN MILLING, RESURFACING & OVERBUILD
 STA. 10+45.30
 C&G CONST. NW 79TH AVE



OTV
 S(D)
 V(B)
 35.00
 25.00
 MATCHLINE STA. 15+20.00

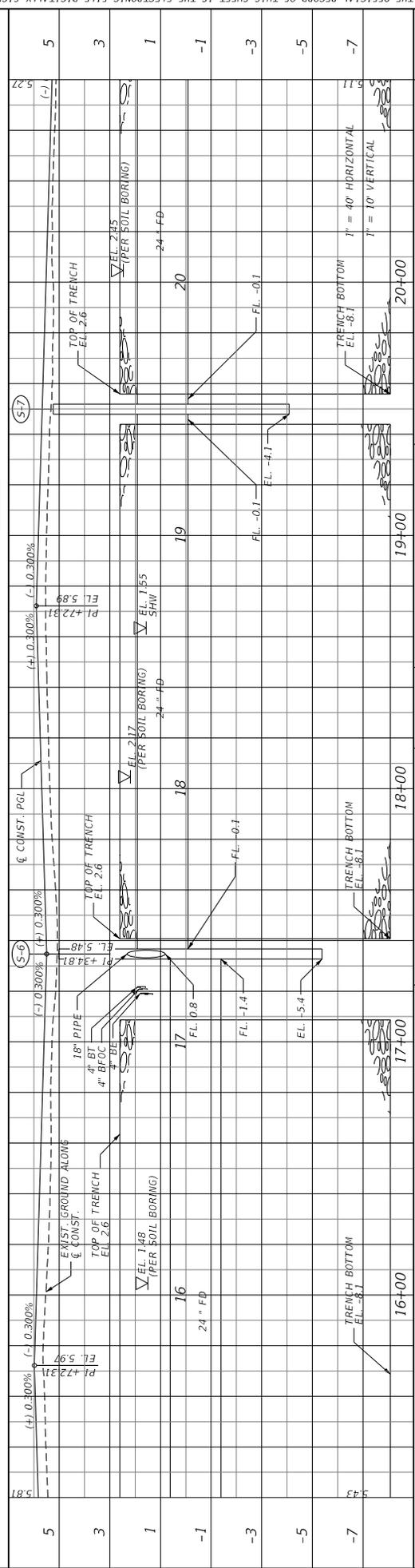
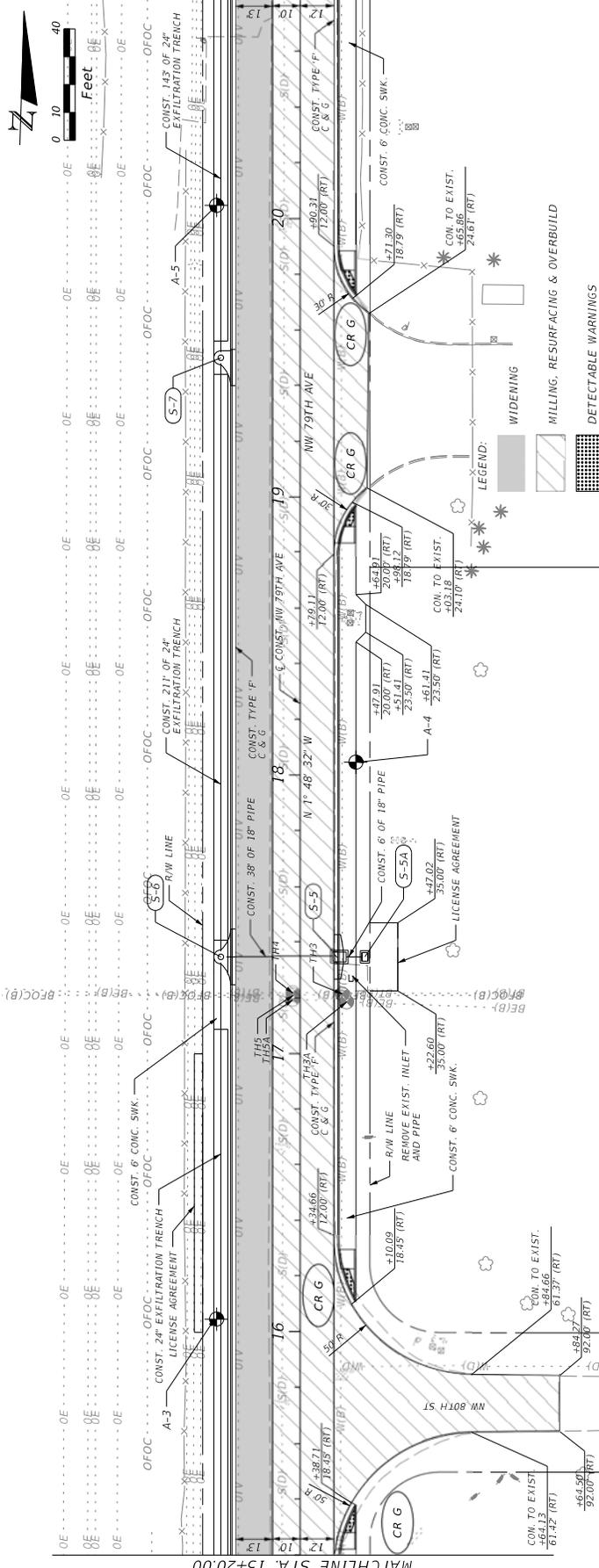


REVISIONS	DATE	DESCRIPTION
5		C&G CONST. PGL
3		EXIST. GROUND ALONG C&G CONST.
1		TOP OF TRENCH EL. 2.6 18" PIPE (PER SOIL BORING) EL. 1.55 SHW.
-1		24" FD
-3		FL. 0.4 FL. -0.1 EL. -4.1
-5		TRENCH BOTTOM EL. -8.1
-7		TRENCH BOTTOM EL. -8.1
	10+00	BEGIN PROFILE STA. 10+34.31 C&G CONST. PGL EL. 5.98
	11+00	
	12+00	
	13+00	
	14+00	
	15+00	

TOWN OF MEDLEY
 COUNTY MIAMI-DADE
 GCP NO. SW-0015
 CERTIFICATE OF AUTHORIZATION NO. 24
 RICARDO A. CASTRO, P.E.
 P.E. LICENSE NUMBER 68294
 ATKINS NORTH AMERICA, INC.
 2001 NW 107 AVENUE
 MIAMI, FL 33172

DATE	DESCRIPTION

SHEET NO. 10
 ROADWAY PLAN & PROFILE

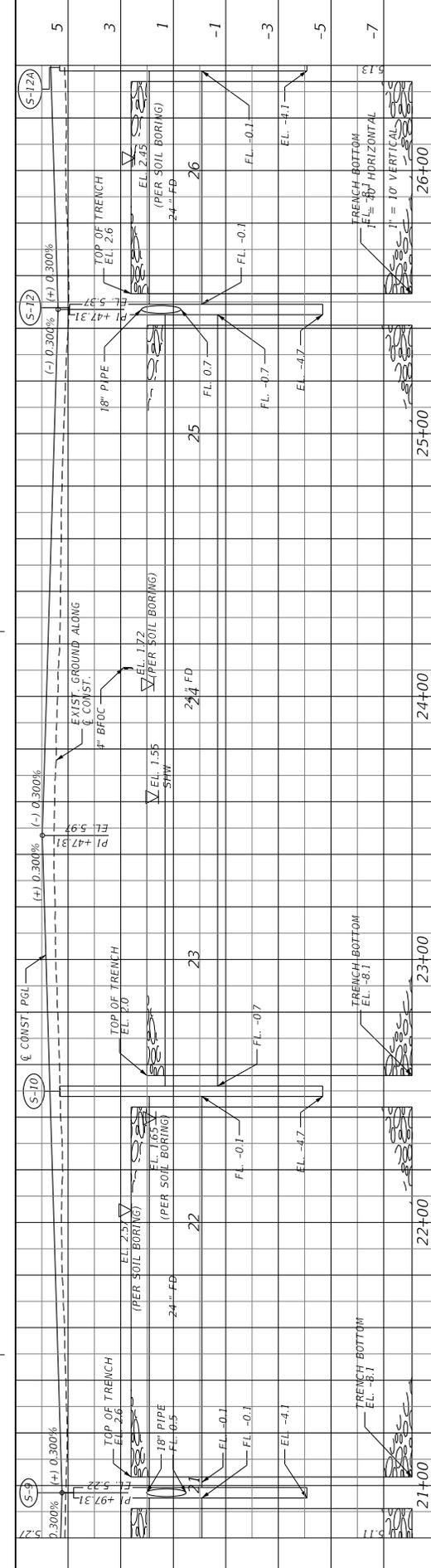
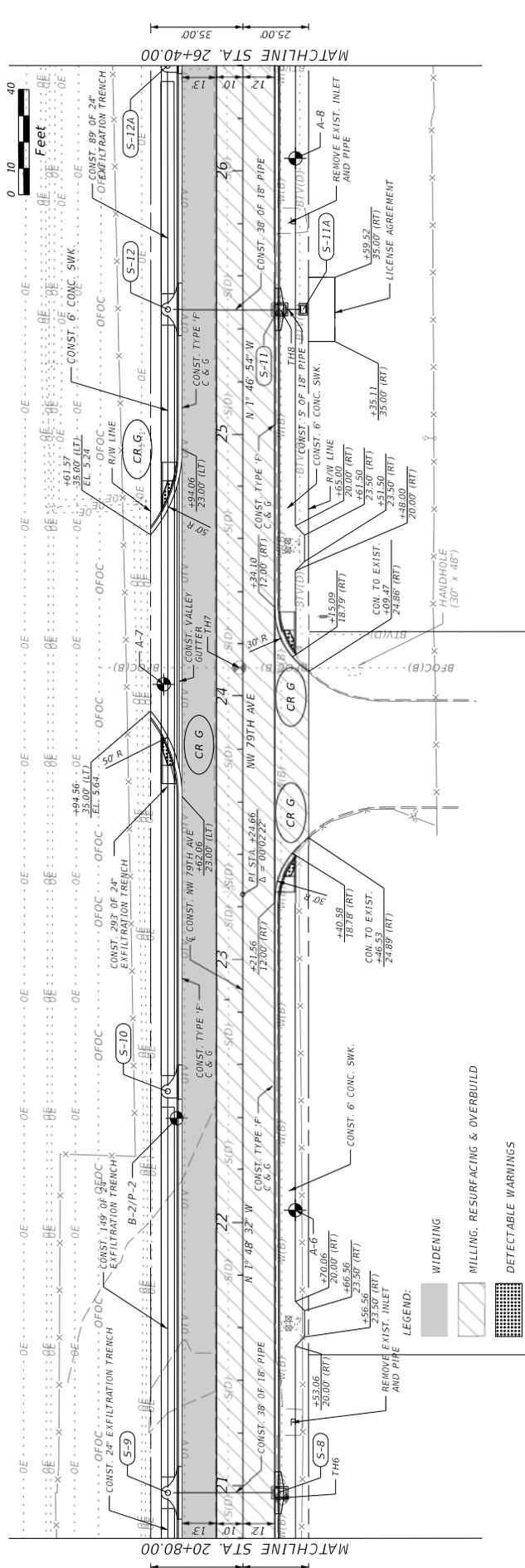
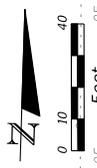


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172		TOWN OF MEDLEY COUNTY MIAMI-DADE	
CERTIFICATE OF AUTHORIZATION NO. 24		OCF NO. SW-0015	

ROADWAY PLAN & PROFILE	SHEET NO. 11
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.
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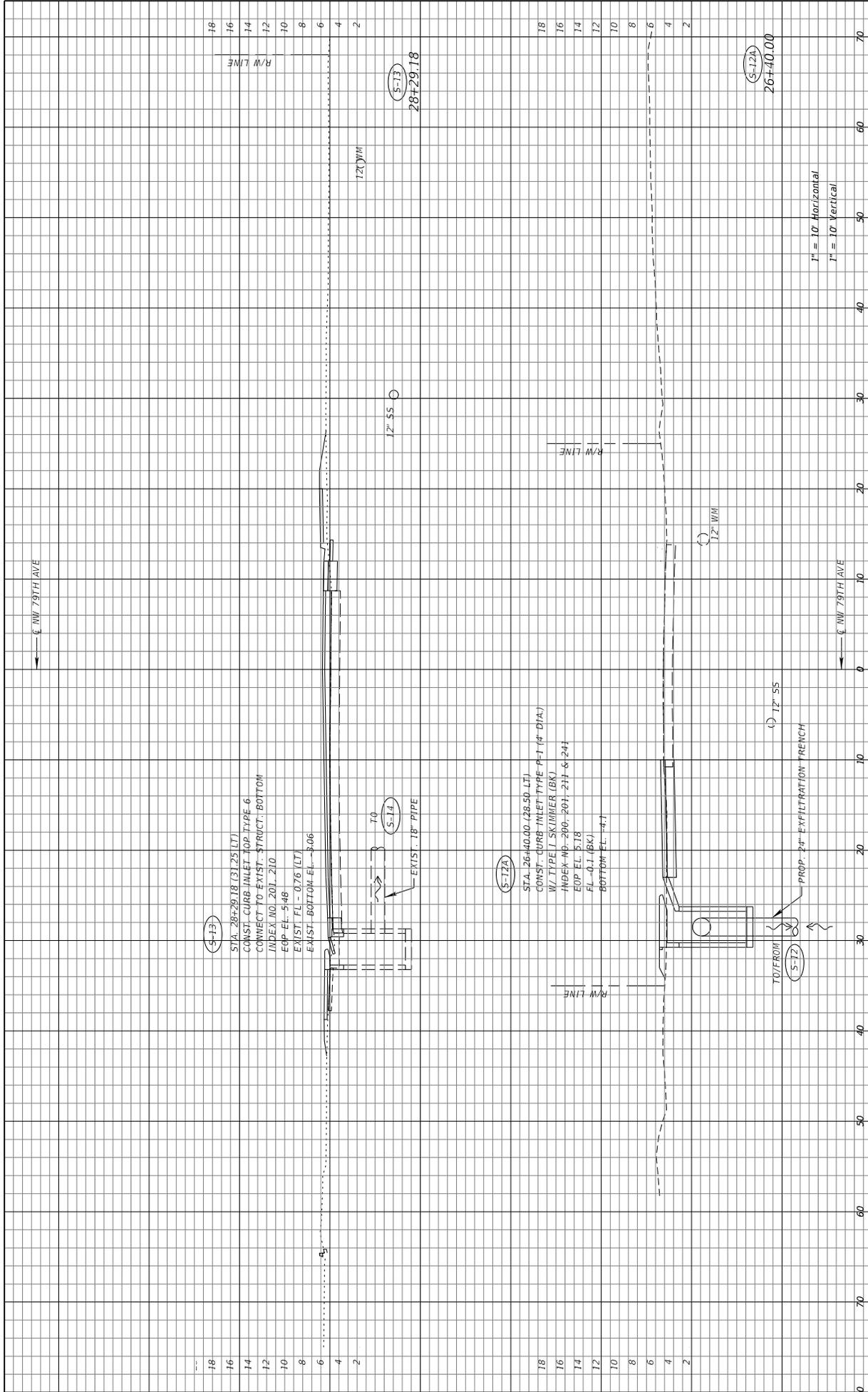


DATE	DESCRIPTION	DATE	DESCRIPTION

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24		TOWN OF MEDLEY COUNTY MIAMI-DADE GCP NO. SW-0015	
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ROADWAY PLAN & PROFILE		SHEET NO. 12
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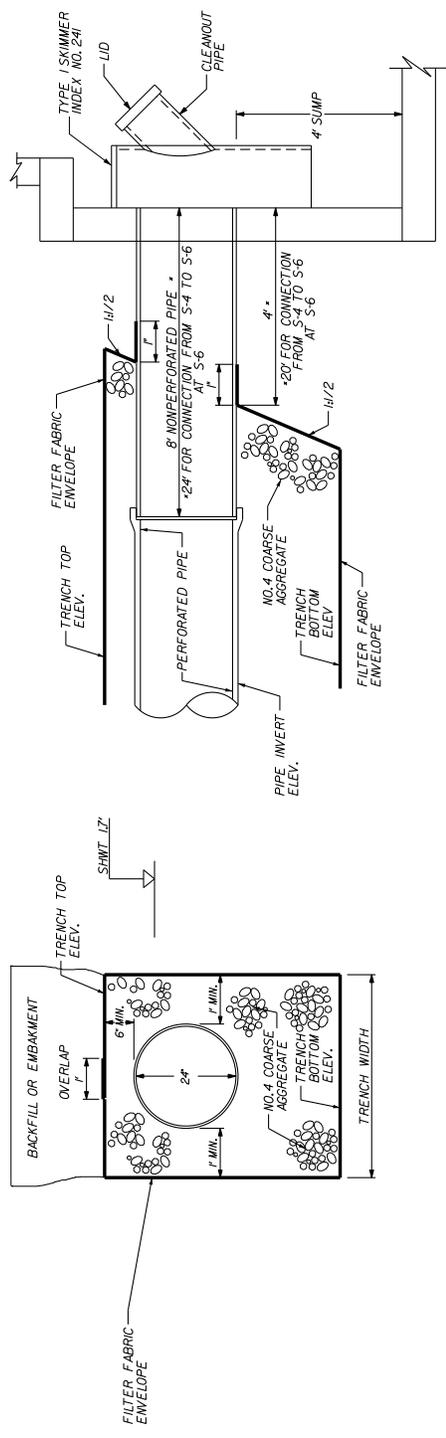
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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107TH AVENUE MIAMI FL, 33172 CERTIFICATE OF AUTHORIZATION NO. 24			TOWN OF MEDLEY COUNTY MIAMI-DADE	OCP NO. SW0015
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DRAINAGE STRUCTURES		SHEET NO.
		18

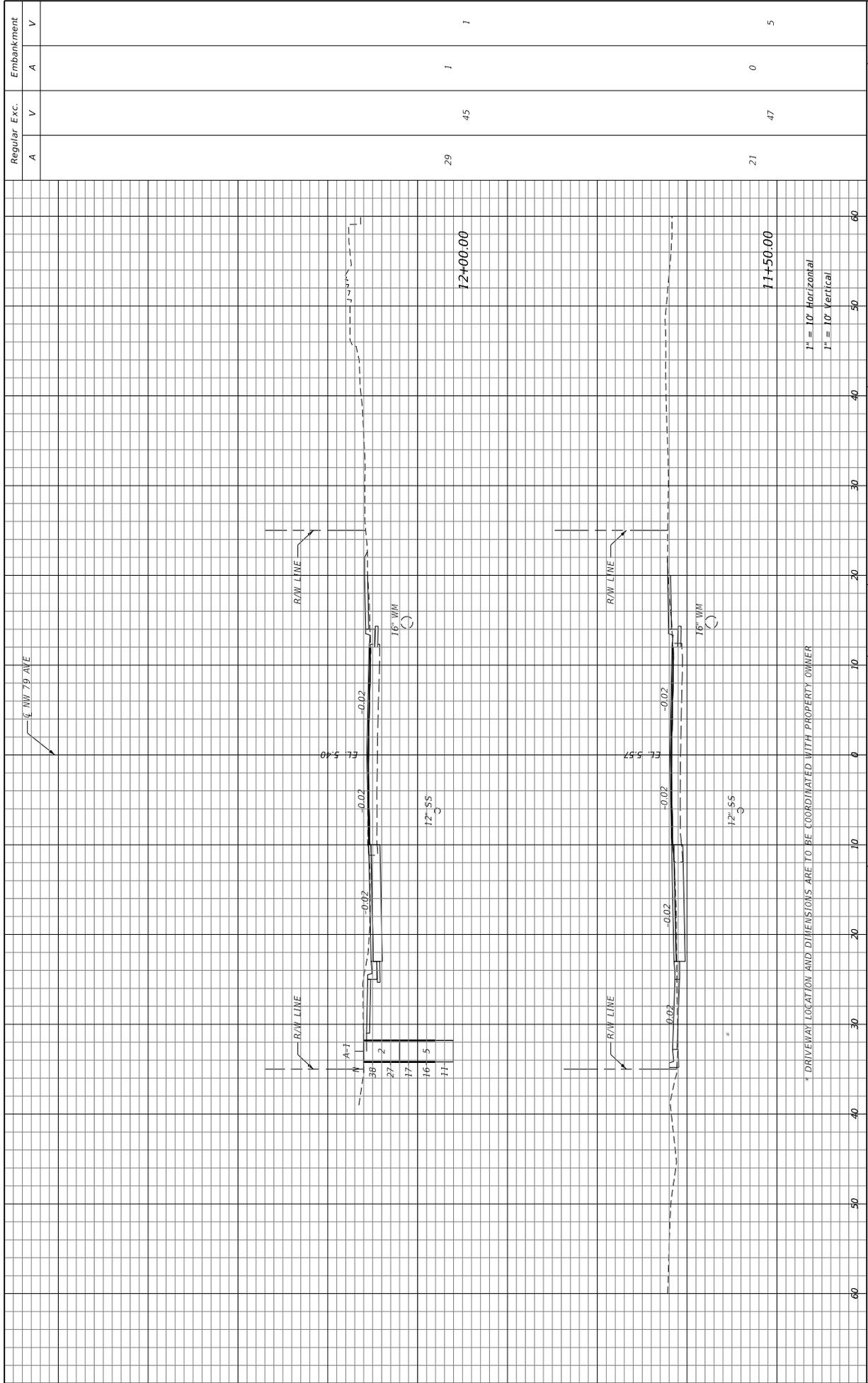


STRUCT. FROM	STRUCT. TO	TRENCH TOP ELEV.(MWD)	TRENCH BOTTOM ELEV.(MWD)	TRENCH WIDTH (LF)	** TRENCH LENGTH (LF)	PIPE INVERT ELEV.(MWD)
S-1	S-2	2.60	-8.10	4.0	79	-0.1
S-2	S-4	2.60	-8.10	4.0	171	-0.1
S-4	S-6	2.60	-8.10	4.0	224	-1.4
S-6	S-7	2.60	-8.10	4.0	195	-0.1
S-7	S-9	2.60	-8.10	4.0	127	-0.1
S-9	S-10	2.60	-8.10	4.0	133	-0.1
S-10	S-12	2.00	-8.10	4.0	277	-0.7
S-12	S-12A	2.60	-8.10	4.0	73	-0.1

**TRENCH LENGTH IS THE TOTAL LENGTH OF THE PERFORATED PIPE WHICH EXCLUDES THE 8 LF REQUIRED WHEN CONNECTING TO INLETS

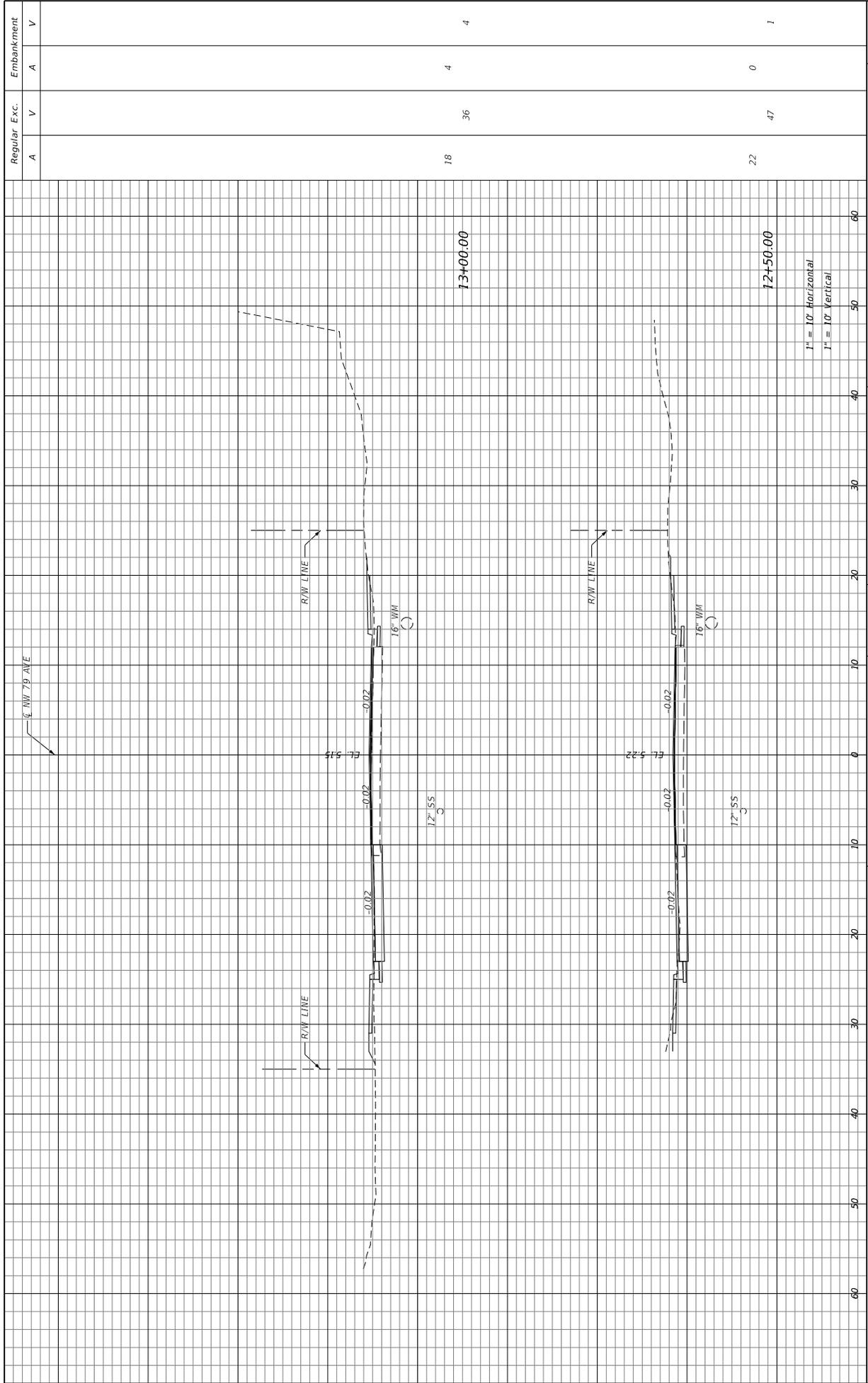
EXFILTRATION TRENCH DETAILS

DATE		REVISIONS		TOWN OF MEDLEY		SHEET NO.	
DESCRIPTION		DATE				20	
				OCP NO. SW-015 COUNTY MIAMI-DADE			
				RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107TH AVENUE MIAMI FL, 33172 CERTIFICATE OF AUTHORIZATION NO. 24			



Regular Exc.		Embankment	
A	V	A	V
29	45	1	1
21	47	0	5

DATE		DESCRIPTION	
REVISIONS		DATE	
DATE		DESCRIPTION	
RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24		TOWN OF MEDLEY COUNTY MIAMI-DADE OCF NO. SW0015	
			
CROSS SECTIONS			
SHEET NO.		22	

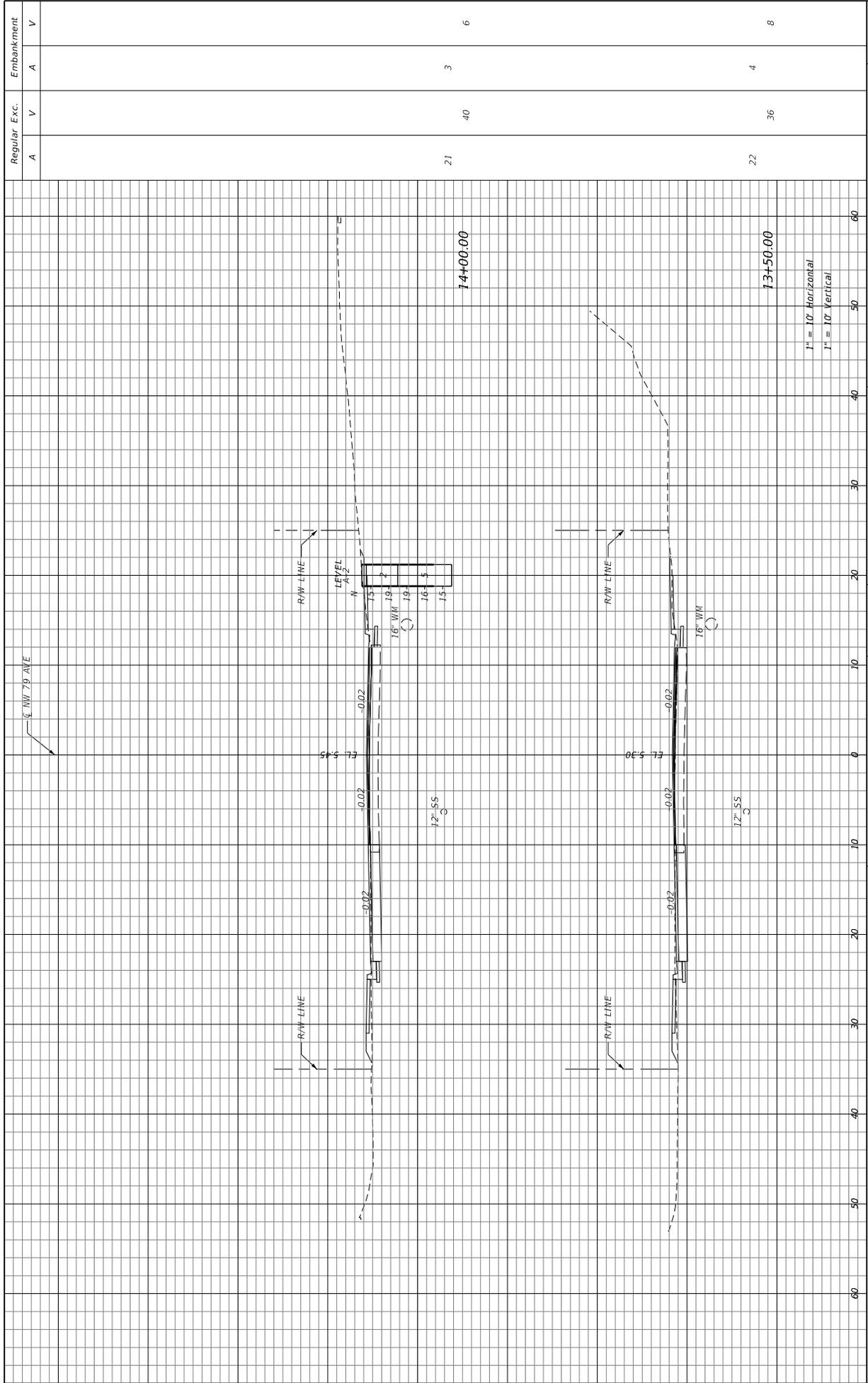


REVISIONS		TOWN OF MEDLEY		SHEET NO.
DATE	DESCRIPTION	COUNTY	OCF NO.	
		MIAMI-DADE	SW0015	23

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24	
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13+00.00 12+50.00	18 22	4 0	4 1
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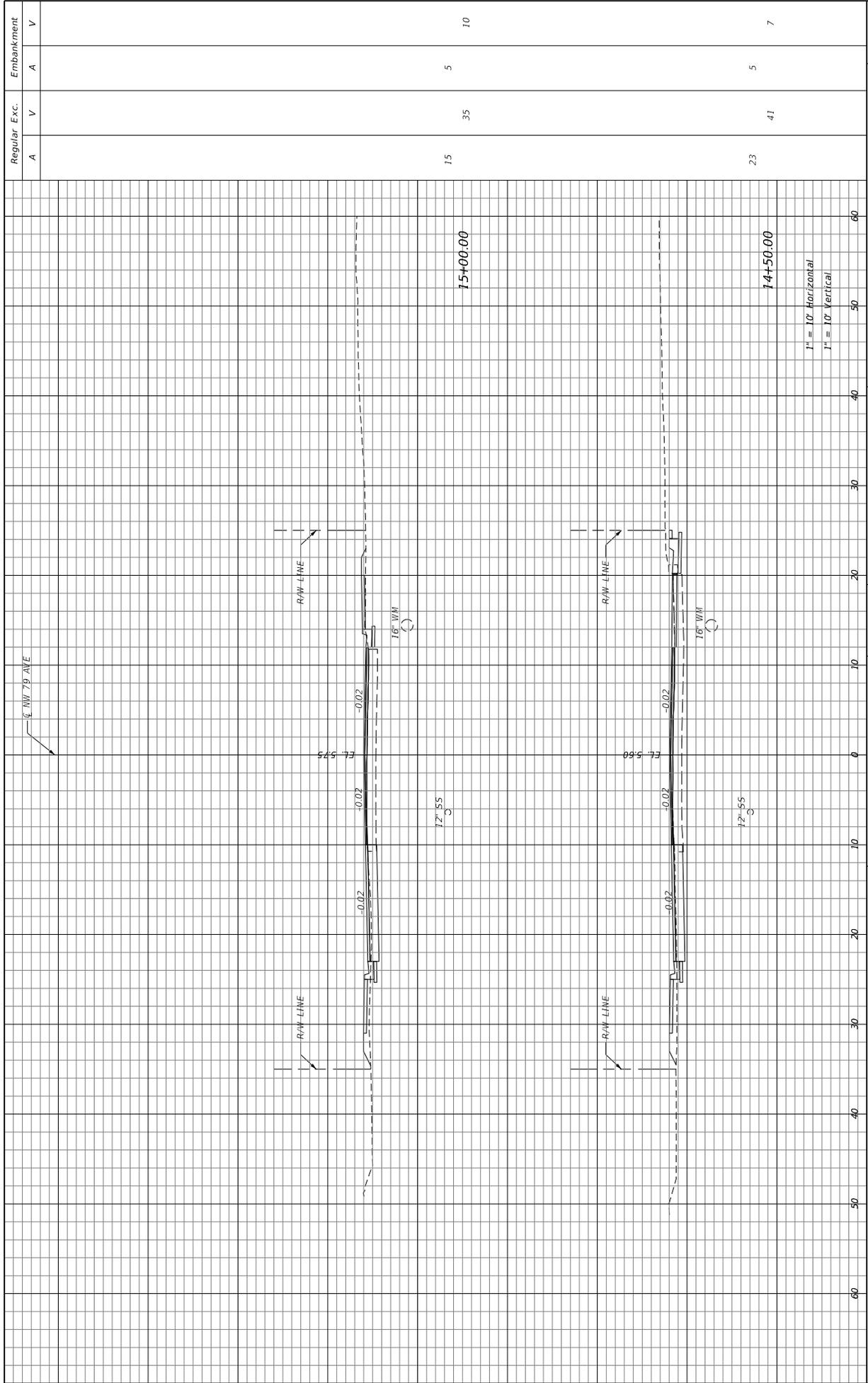


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1" = 10' Vertical

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24		TOWN OF MEDLEY COUNTY MIAMI-DADE OCF NO. SW0015
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		CROSS SECTIONS	
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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

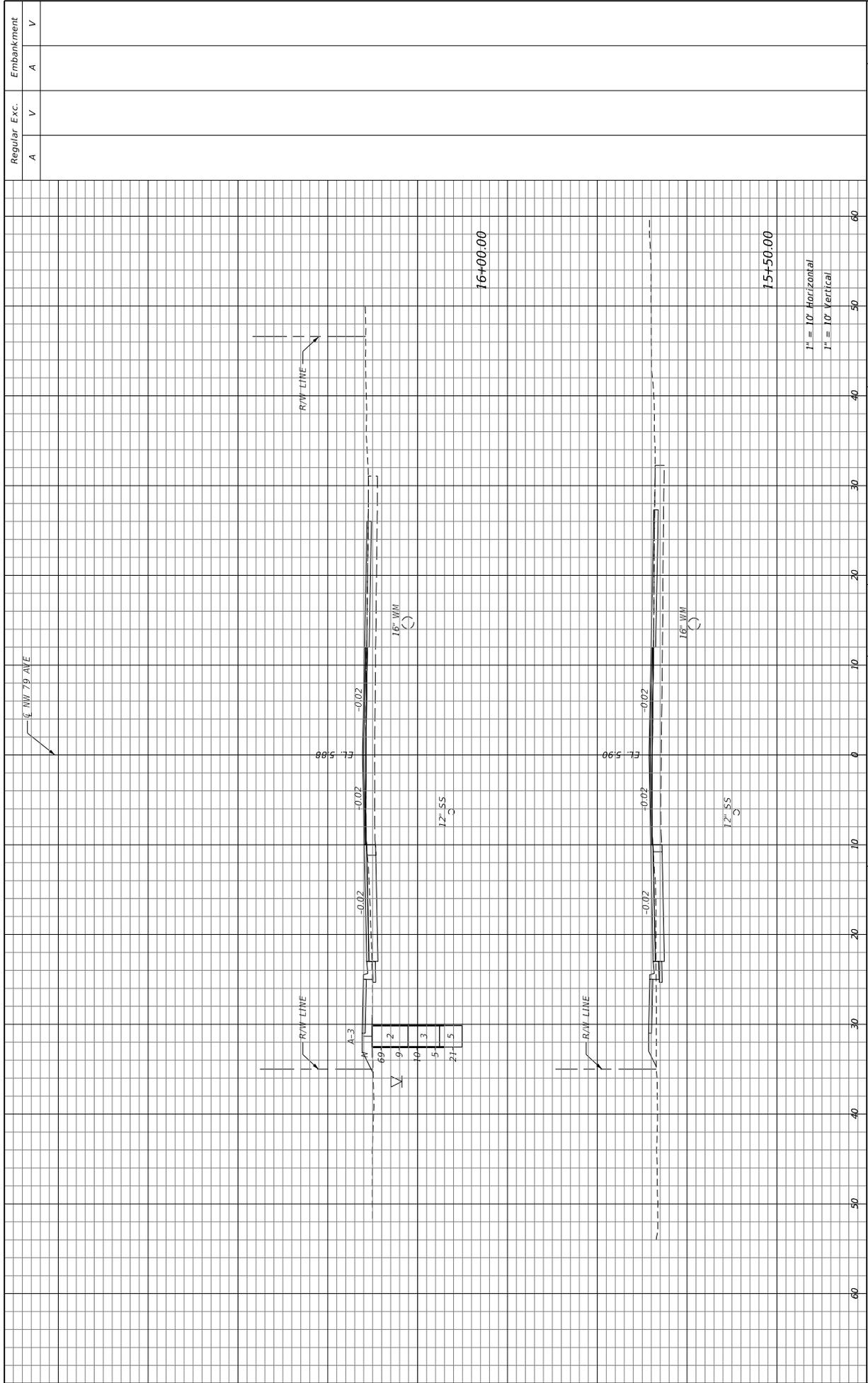
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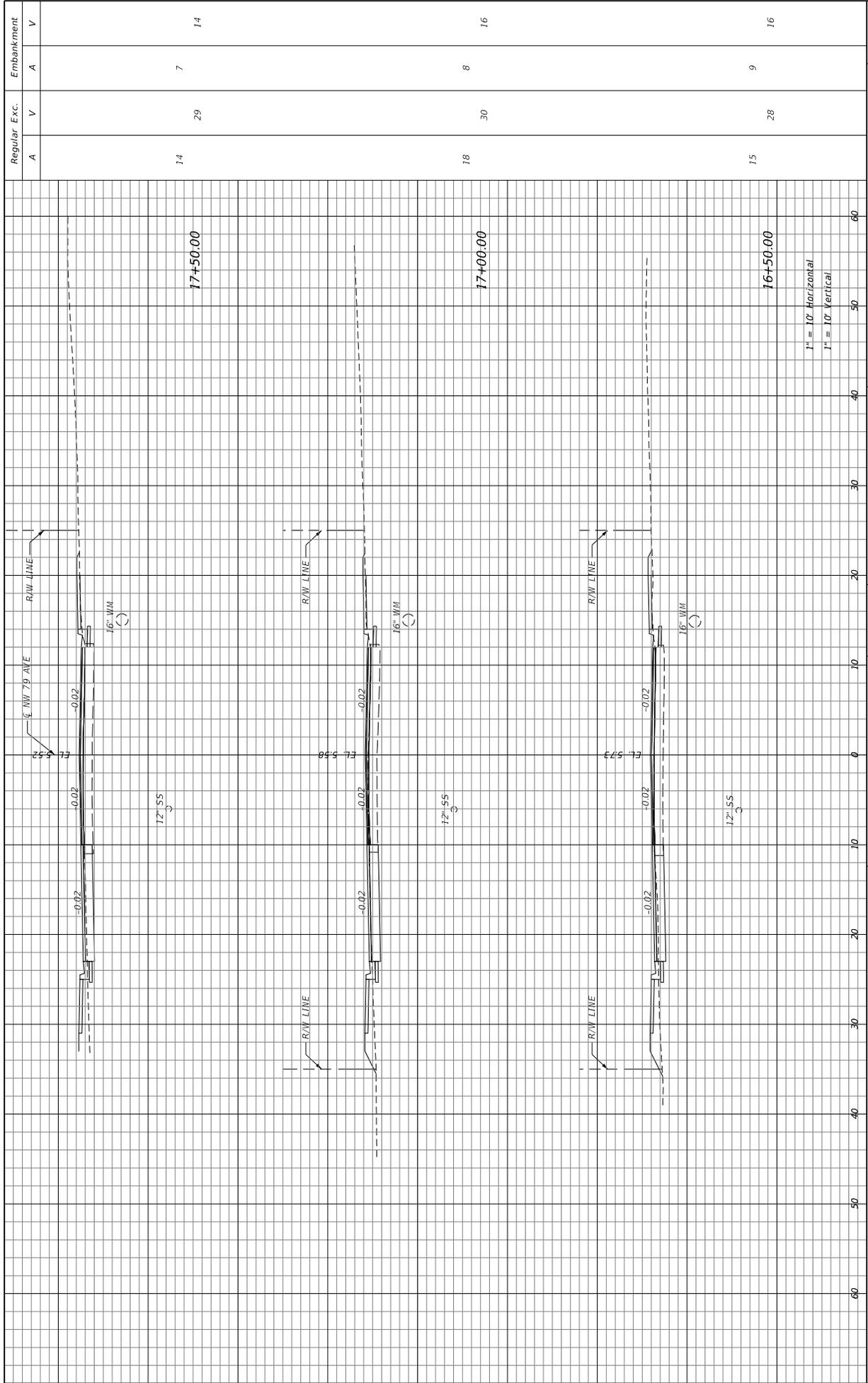
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Regular Exc.	Embankment	
	A	V
15	5	10
23	5	7

1" = 10' Horizontal
1" = 10' Vertical



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
		RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24		
				
		TOWN OF MEDLEY COUNTY MIAMI-DADE OCF NO. SW0015		
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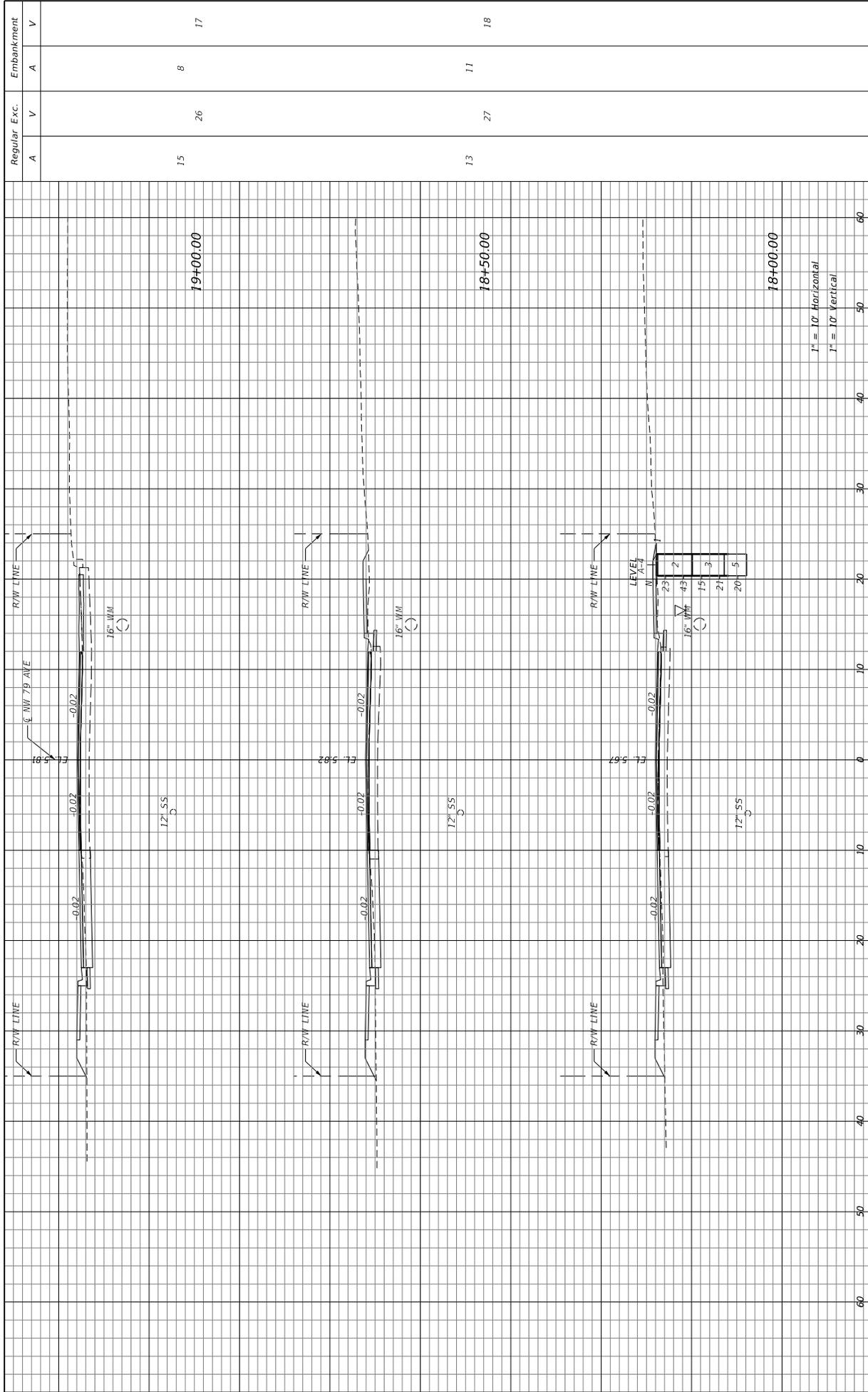


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1" = 10' Vertical

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24			TOWN OF MEDLEY COUNTY MIAMI-DADE OCF NO. SW0015
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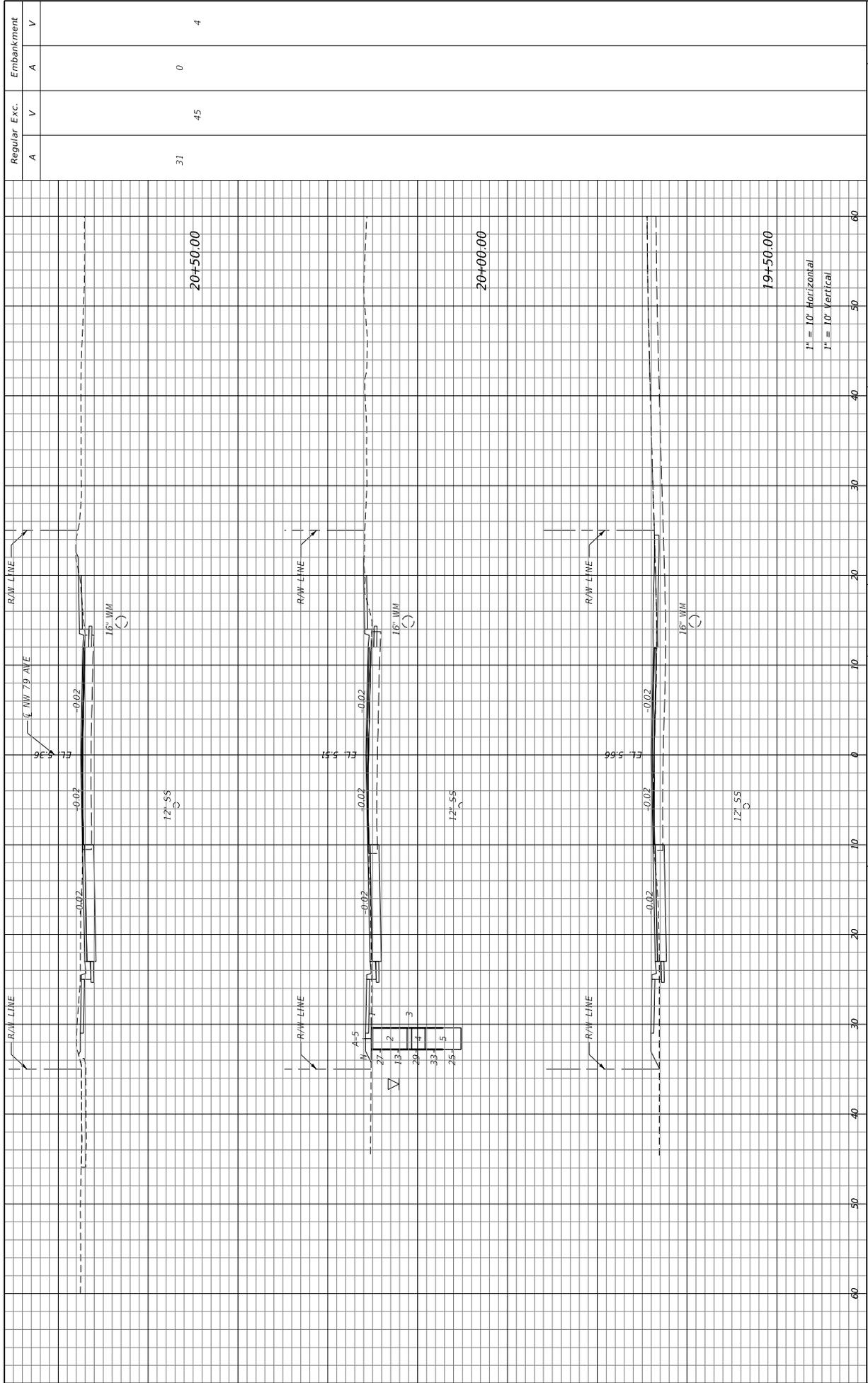
CROSS SECTIONS		SHEET NO. 27
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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24		TOWN OF MEDLEY COUNTY MIAMI-DADE	OCF NO. SW0015
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CROSS SECTIONS		SHEET NO. 28
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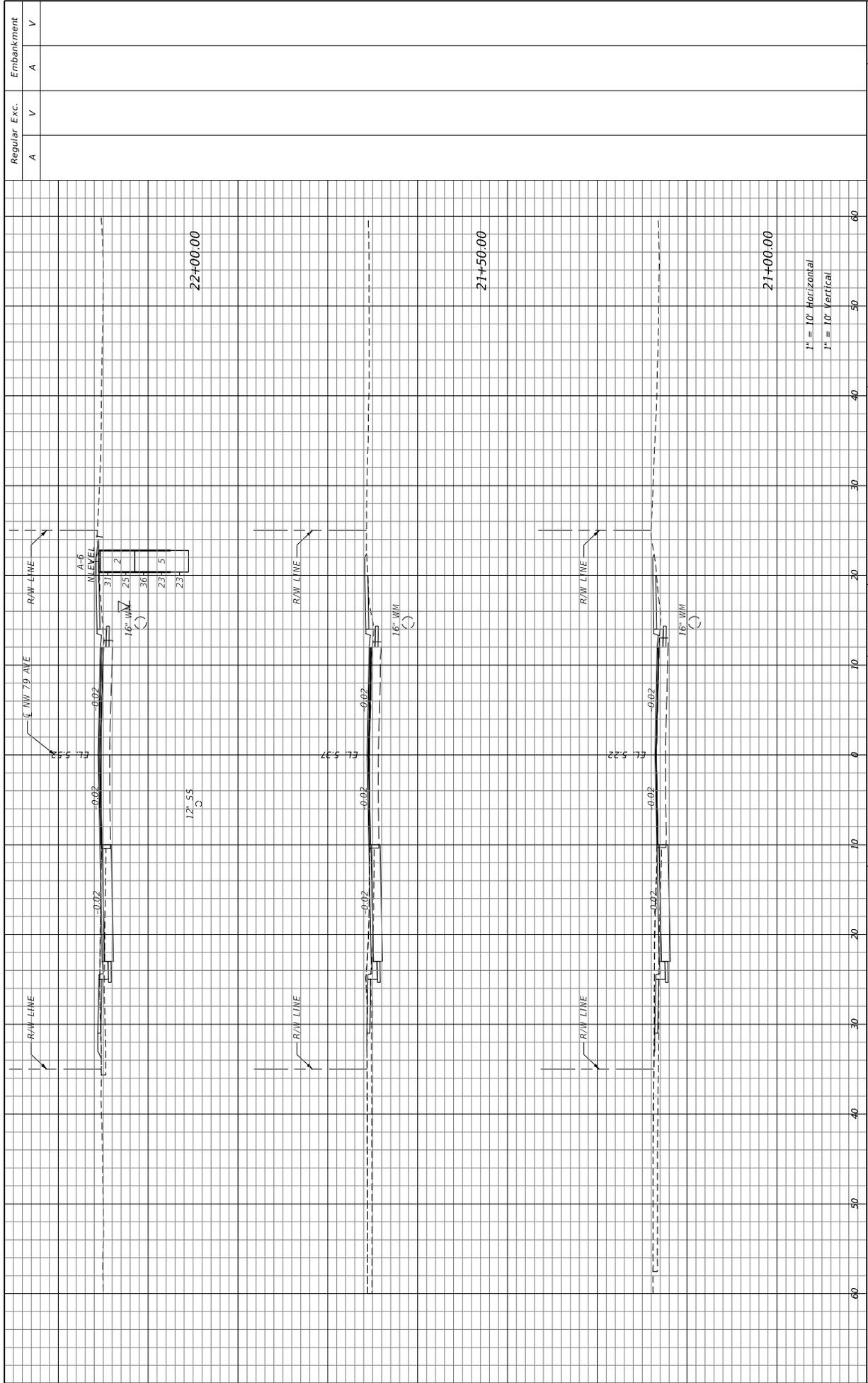


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
		1	27	13
		2	30	4
		3	33	5
		4	33	5
		5	25	5

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24			COUNTY MIAMI-DADE	OCF NO. SW0015
TOWN OF MEDLEY			CROSS SECTIONS	

REGULAR EXC. A	V 31	A 0	V 45	EMBANKMENT A	V 4
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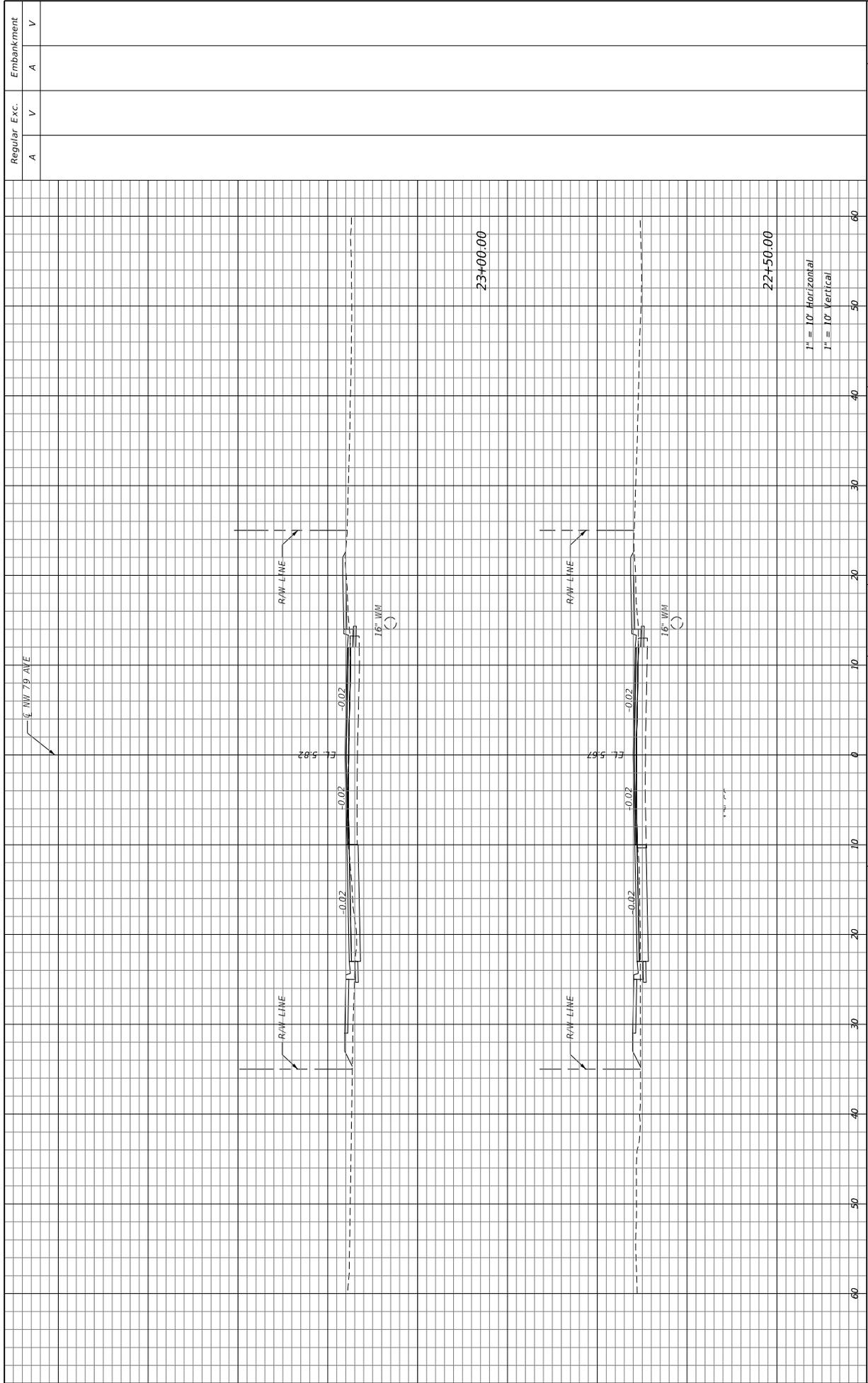


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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

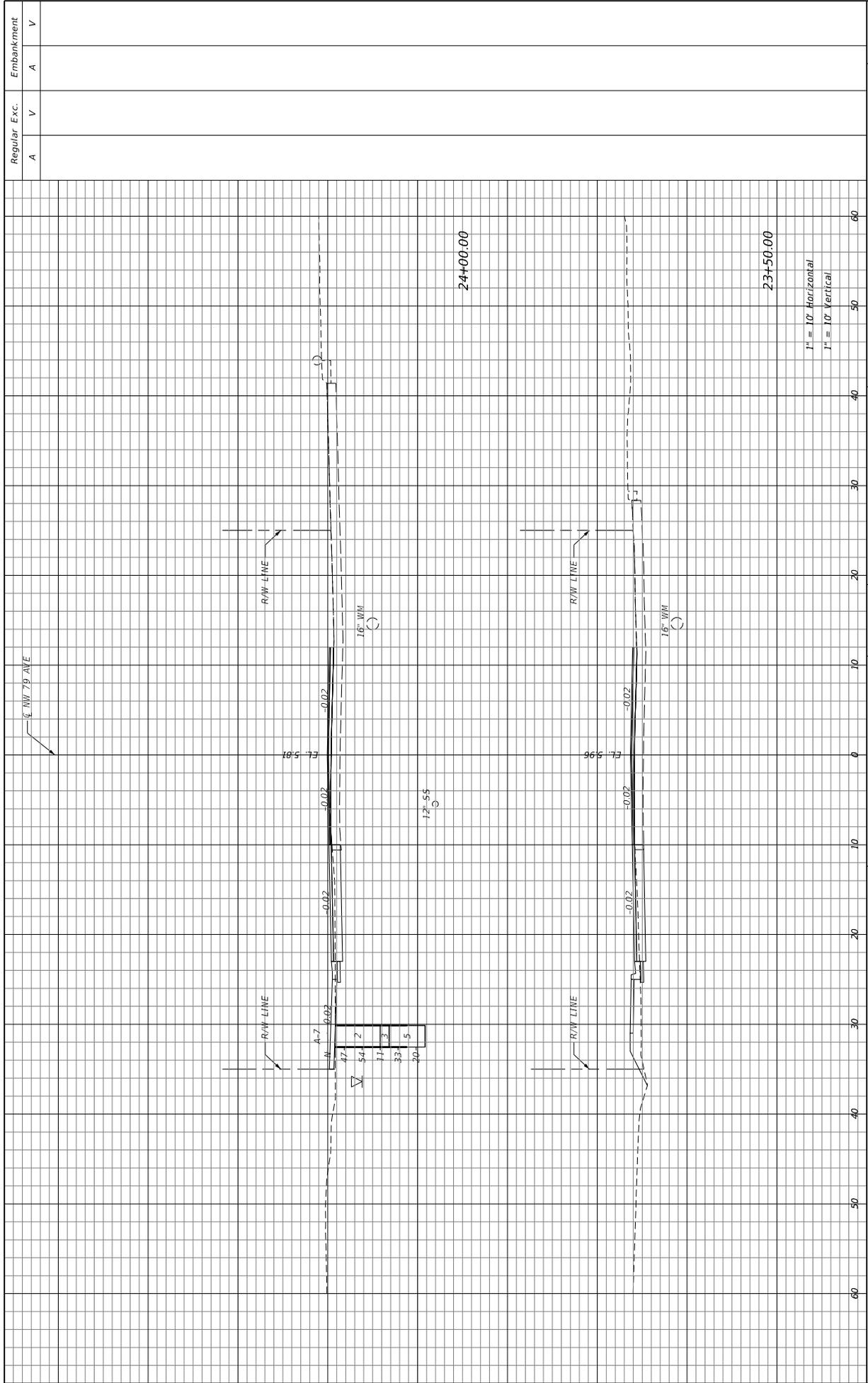
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SHEET NO. 30	CROSS SECTIONS
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1" = 10' Horizontal
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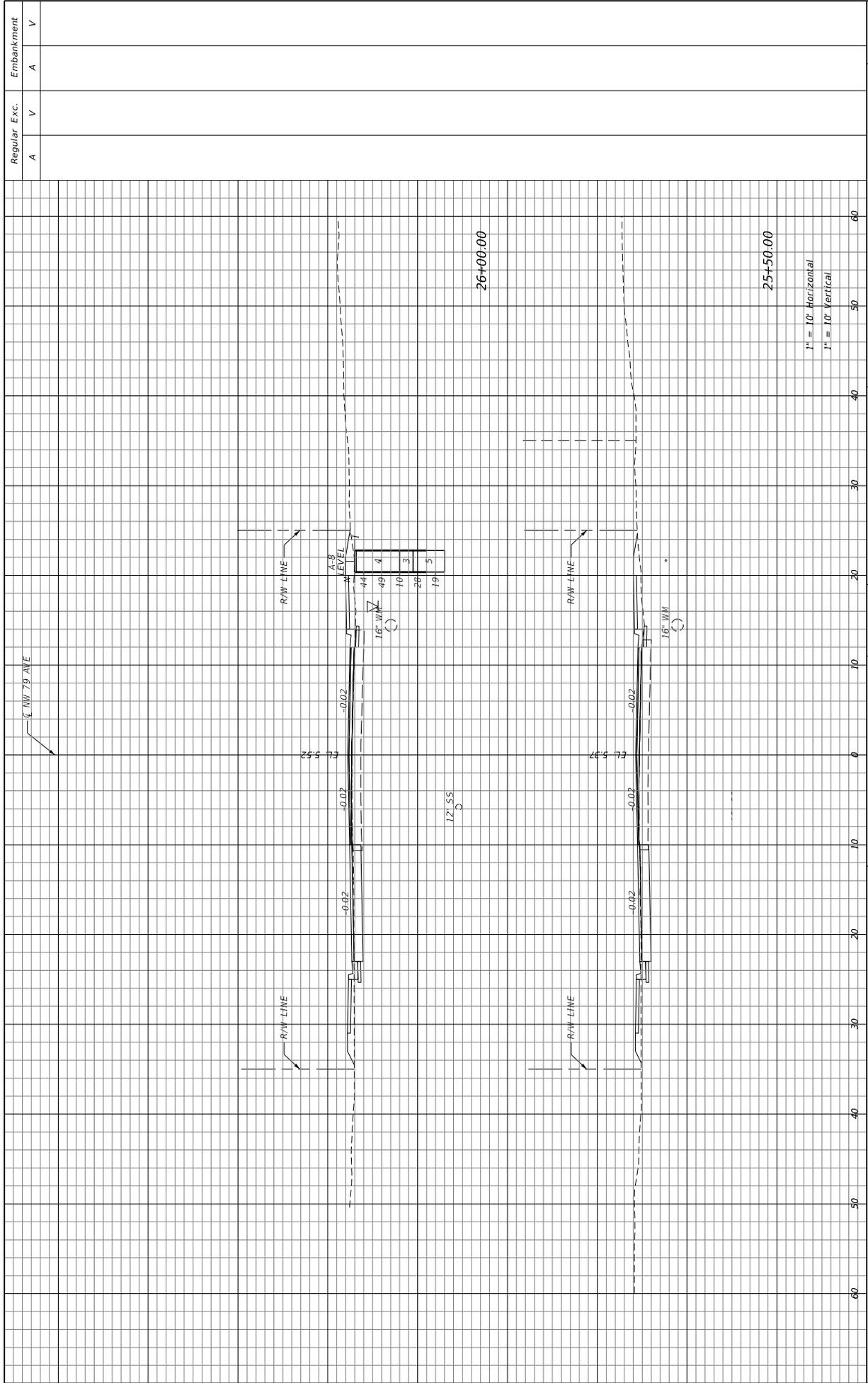
REVISIONS		TOWN OF MEDLEY	
DATE	DESCRIPTION	COUNTY	OCF NO.
		MIAMI-DADE	SW0015
			
		RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24	
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1" = 10' Horizontal
1" = 10' Vertical

REVISIONS		TOWN OF MEDLEY	
DATE	DESCRIPTION	COUNTY	OCF NO.
		MIAMI-DADE	SW0015
		RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24	
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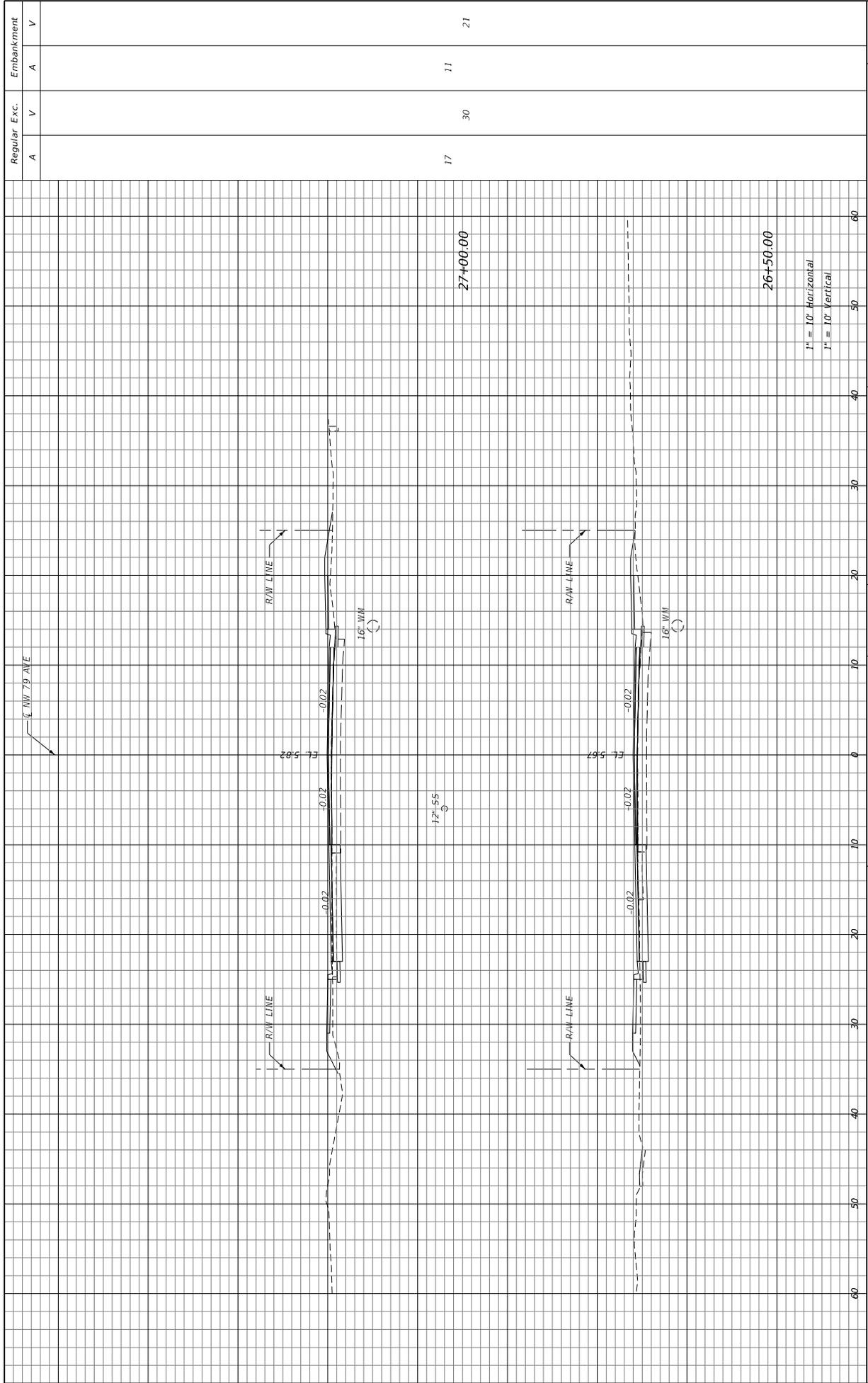


1" = 10' Horizontal
1" = 10' Vertical

REVISIONS		DESCRIPTION	DATE
DATE	DESCRIPTION		

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24			COUNTY MIAMI-DADE	OCF NO. SW0015
TOWN OF MEDLEY			COUNTY MIAMI-DADE	

SHEET NO. 34	CROSS SECTIONS
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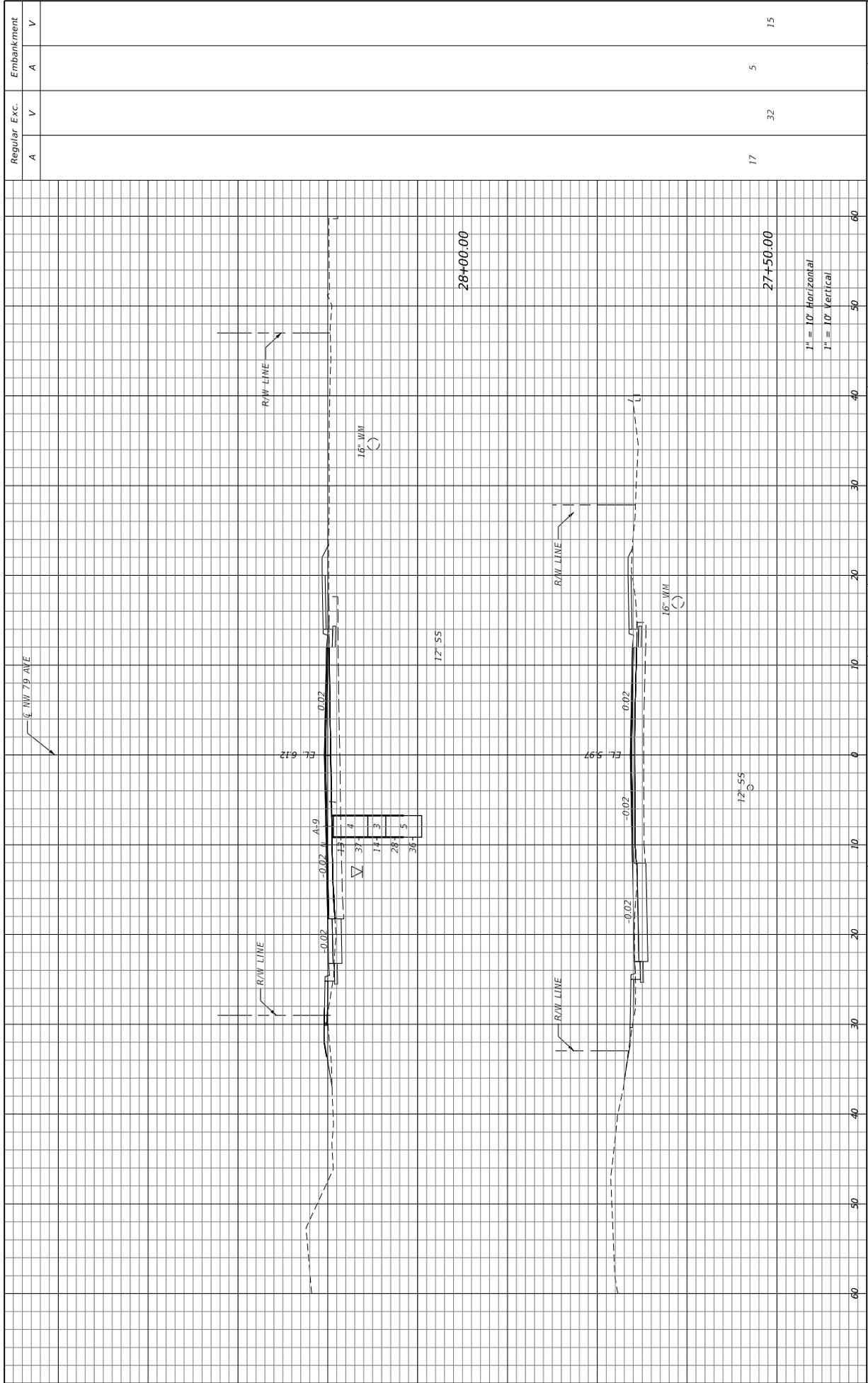
1" = 10' Horizontal
1" = 10' Vertical

Regular Exc.		Embankment	
A	V	A	V

17 30 11 21

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24		TOWN OF MEDLEY COUNTY MIAMI-DADE OCF NO. SW0015		SHEET NO. 35

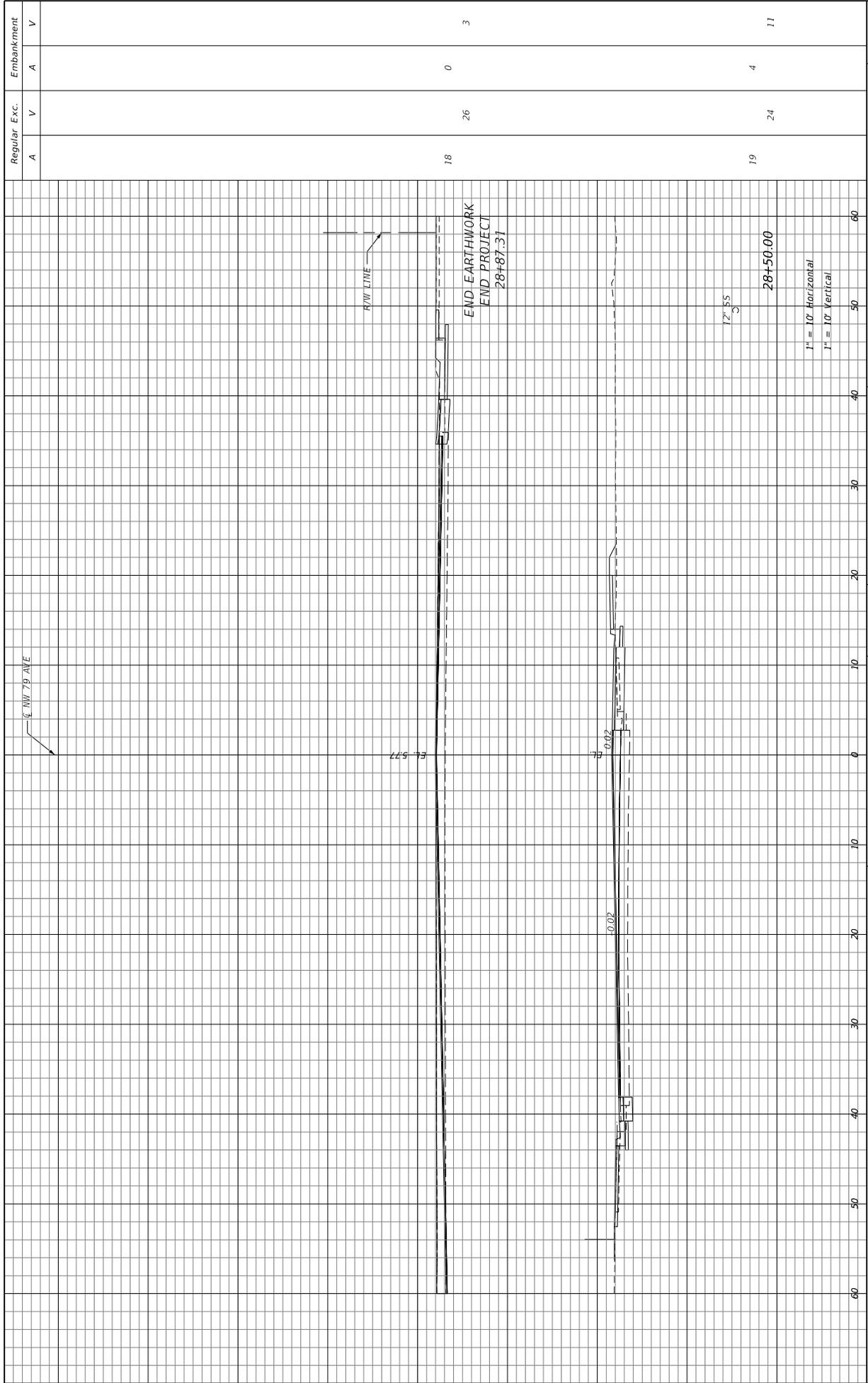




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RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24			COUNTY MIAMI-DADE	OCF NO. SW0015
TOWN OF MEDLEY			CROSS SECTIONS	

SHEET NO. 36	17 32 5 15	60 50 40 30 20 10 0 10 20 30 40 50 60	1" = 10' Horizontal 1" = 10' Vertical
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<p>CROSS SECTIONS</p>		<p>TOWN OF MEDLEY COUNTY MIAMI-DADE OCF NO. SW0015</p>	<p>11/14/2016 2:51:50 PM H:\Common\Transportation\Medley\2016_Ave123&615202_PDA\CADD Files\cadd\37.dwg</p>
<p>RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24</p>	<p>DATE DESCRIPTION</p>	<p>DATE DESCRIPTION</p>	<p>DATE DESCRIPTION</p>

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS AND CONSTRUCTION PLANS FOR KEY SHEET CONTAINS AN INDEX TO THE OTHER SHEETS, THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION

1.A NATURE OF CONSTRUCTION ACTIVITY

THE PROPOSED IMPROVEMENTS CONSIST OF MILLING AND RESURFACING AND WIDENING FOR APPROXIMATELY 0.35 MILES BETWEEN STA. 10+34.31 TO STA. 28+92.95 ON 79TH AVE. THE PROJECT IS IN TOWN OF MEDLEY, FL AND LIES WITHIN SECTION 10, TOWNSHIP 53S, RANGE 40E.

PROJECT DESCRIPTION:

THE PROPOSED PROJECT INCLUDES MILLING AND RESURFACING THE EXISTING PAVEMENT, AND WIDENING ON THE WEST SIDE ON NW 79TH AVENUE TO PROVIDE A TRAVEL LANE IN EACH DIRECTION AND A DUAL CENTER LEFT TURN LANE. CURB AND GUTTER ALONG WITH A 6-FT WIDE CONCRETE SIDEWALK WILL BE CONSTRUCTED ON BOTH SIDES OF THE ROAD. THE PROPOSED IMPROVEMENTS ALSO INCLUDE SIGNING AND PAVEMENT MARKINGS AND AN EXFILTRATION TRENCH DRAIN SYSTEM ON THE WEST SIDE TO CAPTURE RUNOFF AND PROVIDE WATER TREATMENT.

1.B SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES

IN THE SECTION 104 SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. EXCAVATION ASSOCIATED WITH PROPOSED DRAINAGE WORK
2. WIDENING AND SIDEWALK CONSTRUCTION
3. SIGNING AND RESURFACING EXISTING PAVEMENT SURFACE
4. SODDING

1.C AREA ESTIMATES

APPROXIMATE TOTAL PROJECT AREA- 2.56 AC
 APPROXIMATE TOTAL AREAS TO BE DISTURBED: 1.54 AC

1.D QUALITY OF EXISTING STORMWATER DISCHARGE:

RUNOFF COEFFICIENTS:
 BEFORE: 0.53
 DURING: 0.66
 AFTER: 0.78

SOIL DATA:
 SOIL WITHIN THE PROJECT LIMITS CONSISTS OF UDORTHENS.

OUTLIE INFORMATION:

EXISTING RUNOFF FROM ASPHALT PAVEMENT SHEET FLOWS TO THE OUTSIDE TO AN EXISTING SELF CONTAINED FRENCH DRAIN SYSTEM ON THE EAST. NO OUTFALL TO ADJACENT WATERS IS ENCOUNTERED WITHIN THE PROJECT LIMITS.

1.E SITE MAP

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR ALL THE ITEMS DISCUSSED BELOW ARE IDENTIFIED ON THE KEY SHEET OF THE CONSTRUCTION PLANS.

DRAINAGE PATTERNS:

- FROM BEGIN PROJECT TO END PROJECT:
- RUNOFF SHEET FLOWS TO THE OUTSIDE TO AN EXISTING SELF CONTAINED FRENCH DRAIN SYSTEM ON THE EAST WITH NO OUTFALL TO ADJACENT WATERS

APPROXIMATE SLOPES:
 THE SLOPES OF THE SITE CAN BE SEEN IN THE TYPICAL SECTIONS AND CROSS SECTIONS.

AREAS OF SOIL DISTURBANCE:
 DISTURBED AREAS CAN BE SEEN IN THE TYPICAL SECTIONS AND CROSS SECTIONS.

AREAS NOT TO BE DISTURBED:
 MILLING AND RESURFACING LIMITS ARE EXCLUDED FROM SOIL DISTURBANCE.

LOCATIONS OF TEMPORARY CONTROLS:
 SEDIMENT BARRIER LIMITS ARE SHOWN IN THE SUMMARY OF QUANTITIES.

WETLAND AND SURFACE WATERS:
 NO WETLANDS OR SURFACE WATERS WITHIN THE LIMITS OF THE PROJECT.

DISCHARGE POINT TO SURFACE WATER:
 NO OUTFALL PROPOSED WITHIN THE LIMITS OF THE PROJECT. PROPOSED EXFILTRATION TRENCH IS SELF CONTAINED.

1.F OUTFALL INFORMATION:
 NO OUTFALL PROPOSED WITHIN THE LIMITS OF THE PROJECT. PROPOSED EXFILTRATION TRENCH IS SELF CONTAINED.

2. CONTROLS:

2.A EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL GUIDELINES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS. THE CONTRACTOR MAY CHOOSE TO ACCEPT THE WORK PROGRESS. THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

* SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

* ASPHALT SURFACE
 * SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

* SEDIMENT BARRIERS

PERMANENT:

* SOD

REVISIONS

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TOWN OF MEDLEY
 OCP NO. SW-0115
 COUNTY MIAMI-DADE

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STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 38

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2.B STORMWATER MANAGEMENT:

THE EXISTING DRAINAGE PATTERNS CONSIST MAINLY OF DIRECT SHEET-FLOW FROM THE ROADWAY TO AN EXISTING DEFICIENT EXFILTRATION SYSTEM ON THE EAST WITH NO CURRENT OUTFALL. THE PROPOSED ROADWAY RAMP OFF WILL BE COLLECTED BY CURB INLETS INTO A NEW SELF-CONTAINED EXFILTRATION SYSTEM ON THE WEST TO PROVIDE WATER TREATMENT AND ATTENUATION.

2.C OTHER CONTROLS:

THE CONTRACTOR SHALL PRACTICE GOOD HOUSEKEEPING BY INSTITUTING A CLEAN ORDERLY CONSTRUCTION SITE. THE FOLLOWING CONTROLS SHALL BE IMPLEMENTED TO FURTHER REDUCE POLLUTION AT THE PROJECT SITE.

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS INCLUDING BUILDING MATERIALS TO WATERS OF THE UNITED STATES; THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

- * PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
- * DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
- * DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE.

2.C.2 OFF-SITE VEHICLE TRACKING:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

- * COVERING LOADED HAUL TRUCKS WITH TARPULINS.
- * REMOVING EXCESS DIRT FROM ROADS DAILY.
- * REVIEWER MANUAL.
- * USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SPETIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED, THE USE OF THESE SUBSTANCES, AND HOW THE PROJECT PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D APPROVED STATE AND LOCAL PLANS AND PERMIT:

- ENVIRONMENTAL RESOURCE PERMIT (ERP) TO BE SUBMITTED TO MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCE (MDC RER).
- NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT.

3. MAINTENANCE

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

- * SILT FENCE: MAINTAIN PER SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE, AS A MINIMUM, AT 12 MONTH INTERVALS.

4. INSPECTION

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER TO COMPLY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT THE END OF THE DRAINAGE EVENT. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN AT:

- * POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- * POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS.
- * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- * STORAGE AREAS FOR CONCRETE.
- * STORAGE AREAS FOR SOIL.
- * LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5. NON-STORMWATER DISCHARGES

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES.

IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR IS TO CEASE OPERATIONS IN THAT AREA. THE CONTRACTOR SHALL CONTACT THE TOWN OF MEDLEY PROJECT ENGINEER WHO WILL NOTIFY THE DISTRICT CONTAMINATION IMPACT COORDINATOR, MAURICIO GOMEZ, AT (305) 470 - 5228.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DEVELOP A DEWATERING SYSTEM THAT PROVIDES PRETREATMENT OF EFFLUENT PRIOR TO DISCHARGE INTO ADJACENT SURFACE WATERS. THE CONTRACTOR'S DEWATERING METHOD MUST MEET ALL FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS CONCERNING THIS PRACTICE INCLUDING THE USE OF PERMITTED OUTFALL STRUCTURES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE AND APPLY FOR A DEWATERING PERMIT WITH THE APPROPRIATE WATER MANAGEMENT DISTRICT.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DESIGNATE AN AREA WITHIN THE PROJECT LIMITS FOR CONCRETE TRUCK WASHOUT ACTIVITIES. THIS AREA SHALL PROVIDE EROSION CONTROL DEVICES THAT PREVENT CONTACT BETWEEN CONCRETE WASHOUT MATERIALS AND STORMWATER AND/OR SURFACE WATERS.

6. CONTRACTOR SUBMITTAL

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP AN EROSION CONTROL PLAN THAT PROVIDES A DETAILED DESCRIPTION OF THE MEASURES TO BE USED TO PREVENT EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL IDENTIFY ALL ACTIVITIES THAT ARE CONSTRUCTION SITE FOR EACH ACTIVITY IDENTIFIED IN SECTION 1.B. SEQUENCE OF SOIL DISTURBING ACTIVITIES. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TIMEFRAMES IN WHICH THE CONTROLS WILL BE IMPLEMENTED, MAINTAINED AND REMOVED. THIS INFORMATION SHALL BE KEPT AT THE PROJECT FIELD OFFICE IN ORDER FOR THE PROJECT TO BE CONSIDERED IN COMPLIANCE WITH THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES.

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE FOLLOWING ITEMS ARE ON SITE:

1. COPY OF THE STORMWATER POLLUTION PREVENTION PLAN WITH THE ORIGINAL CERTIFICATION SIGNATURES.
2. COPY OF THE CONTRACTOR'S EROSION CONTROL PLAN.
3. HAZARDOUS SPILL CONTROL PLAN WITH GUIDELINES ON CONTACTING THE 24 HOUR EMERGENCY RESPONSE PROGRAM FOR HAZARDOUS SPILLS. THIS SHALL INCLUDE COPIES OF DISCHARGE NOTIFICATIONS THAT HAVE OCCURRED WITHIN THE PROJECT LIMITS.
4. COMPLETED INSPECTION FORMS.

THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE FOLLOWING ITEMS TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN ORDER FOR THE NPDES PERMIT TO BE PROCESSED:

1. FDEP FORM 62-621.300(ANB) - NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES. THE NOTICE OF INTENT SHALL BE SUBMITTED TO THE FDEP REGIONAL OFFICE FOR THE PROJECT.
2. THE PERMITTING FEE OF \$400.00 FOR PROJECTS THAT CLEAR AND GRUB MORE THAN FIVE ACRES, \$250.00 FOR PROJECTS THAT CLEAR AND GRUB BETWEEN 1 AND 5 ACRES.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT THE NOI TO FDEP NO LATER THAN 48 HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROOF OF MAIL DATE TO THE PROJECT ADMINISTRATOR.



TOWN OF MEDLEY

OCF NO. SW-0015

COUNTY MIAMI-DADE

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2000 NW 107TH AVENUE
MIAMI FL, 33172
CERTIFICATE OF AUTHORIZATION NO. 24

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO.

39

13.14.2016

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GENERAL:

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE FLORIDA DOT DESIGN STANDARDS (600 SERIES), THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2009 EDITION) AS MINIMUM CRITERIA.
2. AT THE DISCRETION OF THE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH TIME THAT THE TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.
3. THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
4. LANE CLOSURE SHALL OCCUR ONLY DURING NON-PEAK HOURS ON NON-EVENT DAYS/NIGHTS/WEEKENDS.
NON-PEAK HOURS ARE:
 - WEEKDAYS AND WEEKENDS: 11:00 AM TO 5:30 AM
 - FRIDAY THROUGH THURSDAY NIGHTS: 11:00 PM TO 7:00AM
 - FRIDAY AND SATURDAY NIGHTS
5. TRAFFIC CONTROL PLANS FOR PHASES I, II, III AND IV ARE DESIGNED FOR NON-PEAK HOURS ONLY. THE CONTRACTOR SHALL KEEP ALL EXISTING LANES OPEN DURING PEAK HOURS IN THESE PHASES.
6. REGULATORY SPEED ESTABLISHED WITHIN WORK ZONE TRAVEL WAYS SHALL BE 25 M.P.H. - REDUCED SPEED AND REGULATORY SPEED SIGNS SHALL BE INSTALLED ON SEPARATE POSTS IN ACCORDANCE WITH THE STANDARD INDEXES.
7. THE CONTRACTOR SHALL NOT PROPOSE AN ALTERNATIVE TRAFFIC CONTROL PLAN THAT REDUCES THE NUMBER OF TRAVEL LANES SHOWN ON THE CONTRACT TRAFFIC CONTROL PLANS.
8. NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 14 WORKING DAYS PRIOR TO CLOSURE, DETOUR OR NOT PHASE CHANGE BY SUBMITTING THE REQUIRED ELECTRONIC LANE CLOSURE FORM (www.fdotis.com), SKETCHES, CALCULATIONS, AND OTHER DATA THRU THE ENGINEER TO THE DISTRICT TRAFFIC OPERATIONS OFFICE.

DROP OFFS:

9. FOR DROP OFFS, THE CONTRACTORS ATTENTION IS DIRECTED TO STANDARD INDEX NO. 600, SHEET 10 OF 13. THE CONTRACTOR SHALL USE SHOULDER TREATMENT DETAIL WHEN NO BARRIERS ARE REQUIRED IN THE PLANS.

MARKINGS:

10. COST OF REMOVAL OF WORK ZONE PAVEMENT MARKINGS (INCLUDING PAINT, REMOVABLE TAPE AND MARKERS), REGARDLESS OF METHOD, TO BE INCLUDED IN THE RELATED PAVEMENT MARKING/MARKERS PAY ITEMS. COST OF REMOVAL OF PAVEMENT MARKINGS AND MARKERS, EXISTING PRIOR TO CONSTRUCTION, TO BE INCLUDED IN MAINTENANCE OF TRAFFIC, LS.
11. TEMPORARY LANE TRANSITIONS, SHIFTS, AND CROSSOVERS SHALL HAVE SOLID LANE AND EDGE LINES FOR THE LENGTH OF THE TRANSITION, SHIFT OR CROSSOVER. IN ADDITION, SOLID LANE AND EDGE LINES SHALL EXTEND 100 FT ON TANGENT BEYOND EACH END OF THE TRANSITION, SHIFT, OR CROSSOVER. EXCEPTION SHALL BE THROUGH INTERSECTIONS WHERE 2 - 4 FT SKIP LINES WILL BE PLACED.
12. ALL TEMPORARY STRIPES AND MARKINGS SHALL BE PAINT ONLY, UNLESS OTHERWISE SPECIFIED ON THE PLANS OR APPROVED BY THE ENGINEER.

WORK ZONE LIMITS:

13. THE LENGTH OF AN OPEN TRENCH SHALL NOT EXCEED 500 FT. PROPERTY ACCESS SHALL BE MAINTAINED IN ACCORDANCE TO ARTICLE 102-3.5 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

INTERSECTIONS:

14. ADJACENT INTERSECTIONS SHALL NOT BE CONSTRUCTED SIMULTANEOUSLY UNLESS DIRECTED BY THE ENGINEER.
15. INTERSECTIONS SHALL BE RECONSTRUCTED WORKING CONTINUOUSLY UNTIL THE STRUCTURAL COURSE IS PLACED.
16. M.O.T. TRANSITIONS AND TEMPORARY INTERSECTION CROSSOVERS WHERE CONSTRUCTION HAS CAUSED GRADE DIFFERENCES BETWEEN THE EXISTING AND NEW ROADWAYS SHALL BE CONSTRUCTED USING A 1:20 TYPE SP ASPHALT CONCRETE SLOPE TO ACCOMMODATE VEHICULAR TRAFFIC FROM ANY DIRECTION. ALL MATERIAL AND WORK, INCLUDING ITS REMOVAL, SHALL BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

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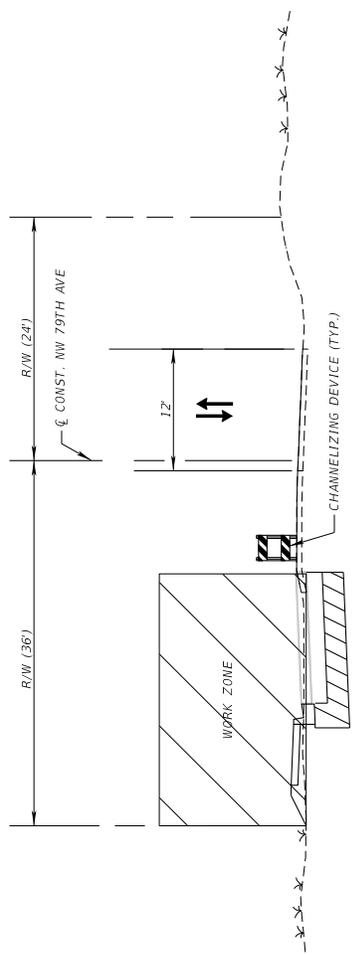
TOWN OF MEDLEY
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**TRAFFIC CONTROL
GENERAL NOTES**

SHEET NO. 40

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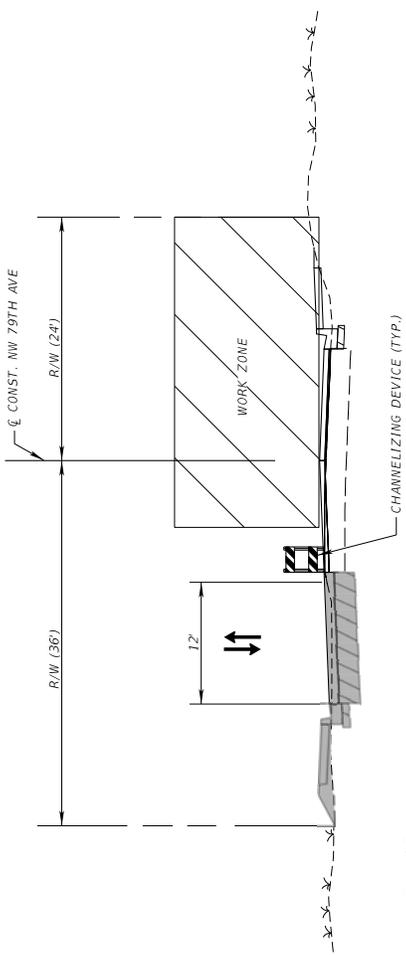


PHASE I

STA 10+49.29 TO STA. 28+92.05

PHASING NOTES:

1. PERFORM OFF-PEAK LANE CLOSURE UTILIZING INDICIES 600, 602 AND 603 (FLAGGERS NEEDED).
2. CONSTRUCT SIDEWALK CURB & GUTTER, DRAINAGE SYSTEM AND ROADWAY WIDENING UP TO THE STRUCTURAL COURSE ON THE WEST SIDE OF NW 79 AVE.

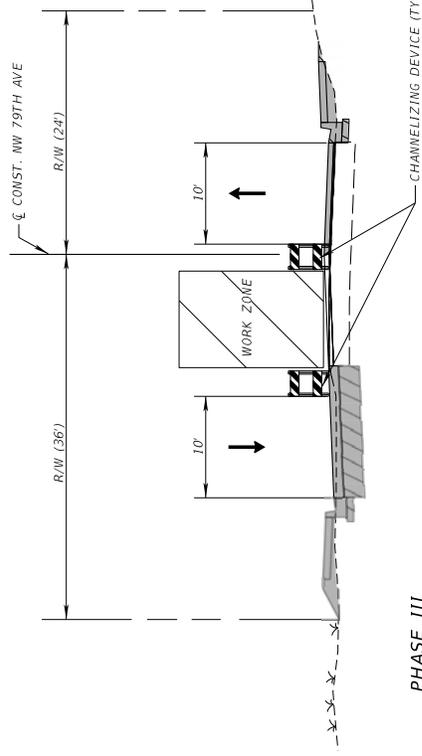


PHASE II

STA 10+49.29 TO STA. 28+92.05

PHASING NOTES:

1. SWITCH TRAFFIC TO NEWLY CONSTRUCTED AREA AND PERFORM OFF-PEAK LANE CLOSURE UTILIZING INDICIES 600, 602 AND 603 (FLAGGERS NEEDED)
2. CONSTRUCT SIDEWALK, CURB & GUTTER, DRAINAGE SYSTEM AND ASPHALT OVERBUILD ON THE EAST SIDE OF NW 79 AVE.



PHASE III

STA 10+49.29 TO STA. 28+92.05

PHASING NOTES:

1. PERFORM SINGLE LANE CLOSURES UTILIZING INDICIES 600, 613, 614 AND 618
2. CONSTRUCT ASPHALT OVERBUILD AND STRUCTURAL COURSE ALONG THE DUAL CENTER LEFT TURN LANE.

PHASE IV

STA 10+49.29 TO STA. 28+92.05

PHASING NOTES:

1. UTILIZING INDICIES 600, 613, 614 AND 618 PERFORM SINGLE LANE CLOSURES
2. PLACE FRICTION COURSE AND FINAL PAVEMENT MARKINGS

LEGEND

PERMANENT CONSTRUCTION COMPLETED IN PREVIOUS PHASE

DATE	DESCRIPTION	REVISIONS	TOWN OF MEDLEY	OCF NO.	COUNTY	SHEET NO.
			MIAMI-DADE	SW-0115	MIAMI-DADE	41
			TRAFFIC CONTROL TYPICAL			

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SPECIFIC PURPOSE SURVEY

SURVEYOR'S NOTES

1. THE BASELINES AS INDICATED REPRESENTS A "BEST FIT" APPROACH TO THE EXISTING CONDITIONS ALONG THE ALIGNMENT AREA.
2. UNITS ARE IN US SURVEY FEET.
3. BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM NAD 1983/90 ADJUSTMENT. BEARINGS ARE BASED ON A BEARING OF N 00°31'43" E ON THE LINE INTERVENING CONTROL POINT PNC 100 (SET ALUMINUM DISC STAMPED BM/GPS 87-14-PNC 100 IN CONCRETE) AND CONTROL POINT PNC 101 (SET ALUMINUM DISC STAMPED BM/GPS 87-14-PNC 101 IN CONCRETE).
4. VERTICAL INFORMATION IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
5. NAVD 88 ELEVATIONS ARE BASED ON DIFFERENTIAL LEVELING, UTILIZING AN ELECTRONIC LEVEL AND CONDUCTED WITHIN ACCEPTABLE TOLERANCE FOR THIRD ORDER LEVELING.
6. FIELD BOOKS REFERENCES: FIELD BOOK T551

ABBREVIATIONS

- LT LEFT
- RT RIGHT
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- STA. STATION
- PI. POINT OF INTERSECTION
- PNC PROJECT NETWORK CONTROL

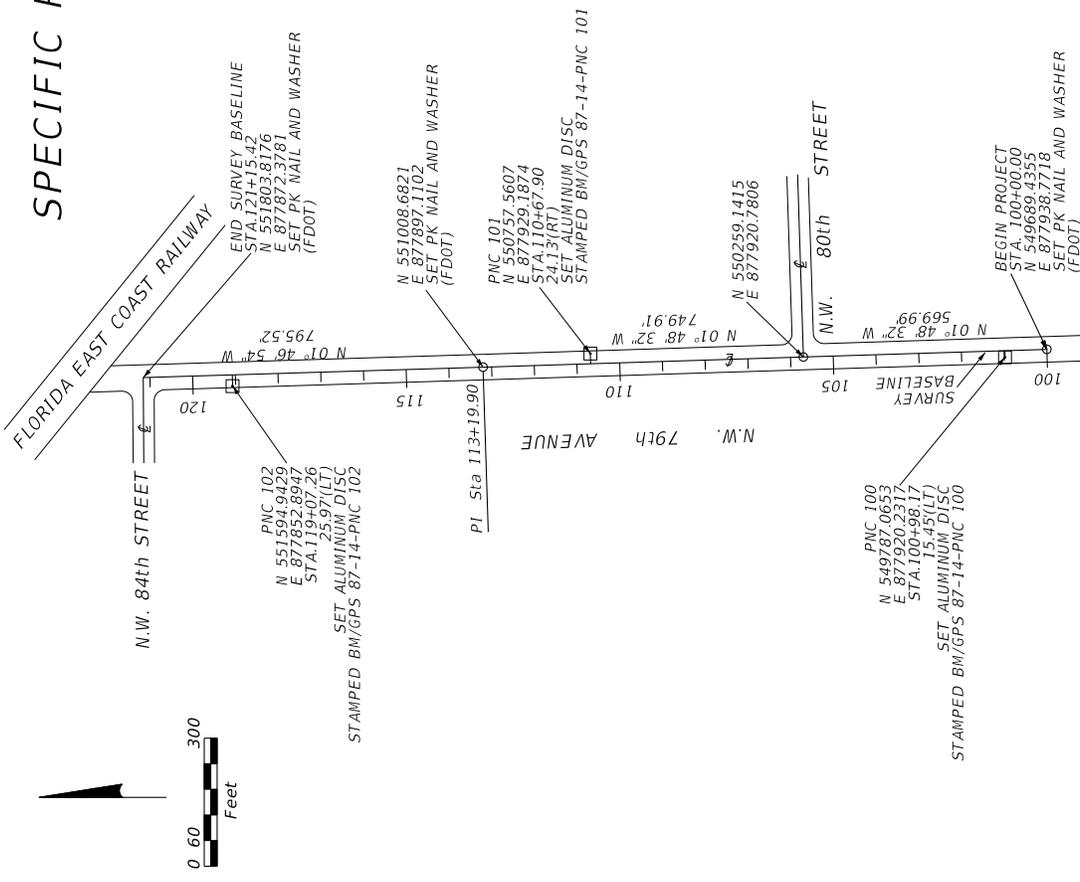
PROJECT LIMITS :

N.W. 79th AVENUE FROM 500 FEET SOUTH OF N.W. 80th STREET TO N.W. 84th STREET

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THIS SPECIFIC PURPOSE SURVEY WAS MADE FOR THE PURPOSE OF SURVEYING, REFERENCING, DESCRIBING AND MAPPING THE PRIMARY NETWORK CONTROL OR BASELINE FOR THE TRANSPORTATION FACILITY DESCRIBED HEREON AND THAT SAID STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES. THIS MAP CONSISTING OF SHEETS CTL-1 IS A TRUE ACCURATE AND COMPLETE DEPICTION OF THE RESULTS OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON JUNE 06, 2014

SURVEYOR: ROBERTO MANTECON
 PROFESSIONAL SURVEYOR AND MAPPER NO.4431
 ATKINS NORTH AMERICA, INC
 2001 N.W. 107th AVENUE
 MIAMI, FLORIDA 33172
 DATE OF ORIGINAL CERTIFICATION : _____



POINT NAME	(Y) NORTHING	(X) EASTING	SCALE FACTOR	LATITUDE	LONGITUDE	BASELINE STATION	OFF SET	ELEVATION (Z)	DESCRIPTION
PNC 100	549787.0653	877920.2317	0.99999757	N 25°50'40.64012"	W 80°19'32.67483"	100+98.17	15.45(LT)	4.89'	SET ALUMINUM DISC STAMPED BM/GPS 87-14-PNC 100
PNC 101	550757.5607	877929.1874	0.99999757	N 25°50'50.25188"	W 80°19'32.52230"	110+67.90	24.13(RT)	4.80'	SET ALUMINUM DISC STAMPED BM/GPS 87-14-PNC 101
PNC 102	551594.9429	877852.8947	0.99999753	N 25°50'58.54956"	W 80°19'33.31036"	119+07.26	25.97(LT)	5.73'	SET ALUMINUM DISC STAMPED BM/GPS 87-14-PNC 102

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERTO MANTECON
 PSM# 4431
 ATKINS NORTH AMERICA, INC
 2001 N.W. 107th AVENUE
 MIAMI, FLORIDA 33172-2507
 PHONE# 3053582-7275

TOWNSHIP OF MIAMI
(N . W . 7 9 t h A V E N U E)

ROAD NO.	FINANCIAL PROJECT ID
MIAMI-DADE	

PROJECT NETWORK CONTROL

CTL-1

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 51-17-062, F.A.C.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
MATERIALS AND RESEARCH

DATE OF SURVEY: 7/21-7/23/2014
SURVEY MADE BY: ORACIO RICCOBONO, P.E.
SUBMITTED BY: GEOSOL, Inc.

FINANCIAL PROJECT ID : N/A
PROJECT NAME: MW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS

DISTRICT: SIX
ROAD NO.: N/A
COUNTY: MIAMI-DADE

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

SURVEY BEGINS STA. : 100+00 SURVEY ENDS STA. : 121+15.42 REFERENCE: B/L SURVEY MW 79_AVE

STRATUM NO.	ORGANIC CONTENT		SIEVE ANALYSIS RESULTS PERCENT PASS				ATTERBERG LIMITS (%)		NO. OF TESTS	DESCRIPTION	CORROSION TEST RESULTS			
	NO. OF TESTS	% ORGANIC	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	LIQUID LIMIT			PLASTIC INDEX	AASHO GROUP	RESISTIVITY ohms cm	CHLORIDE ppm
0														
1	4	10-29	15-96							N/A	Asphalt Pavement			
2	5	8-11	48-64	31-46	16-27	14-23	13-21			A-8	Dark Brown Organic Silty Fine SAND with Gross (TOPSOIL)			
3	1	24	100	91	19	6	1			A-1-b	Light Brown to Brown Slightly Silty to Silty Fine to Coarse SAND with Some Limerock Fragments (FILL)		13	7.7
4	3	22-33	60-78	53-60	36-42	20-31	14-34			A-3	Brown Fine SAND (FILL)			
5	1	13	57	20	11	9	9			A-2-4	Brown to Gray Silty Fine to Coarse SAND with Some Limerock Fragments (FILL)			
6	1									N/A	Brown Sandy LIMESTONE			
										A-1-b	Light Gray Slightly Silty Fine to Coarse SAND with Some Limestone Fragments			

EMPAKMENT AND SUBGRADE MATERIAL
STRATA BOUNDARIES ARE APPROXIMATE. MAKE FINAL CHECK AFTER GRADING.
Σ - WATER TABLE ENCOUNTERED

- Notes:
- The material from Stratum 0 is the asphalt pavement.
 - The material from Stratum Number 1 is topsoil (A-8) and considered to be unsuitable (muck). It shall be removed during clearing and grubbing in accordance with Section 110 of the FDOT Standard Specifications.
 - The materials from Strata Numbers 2, 3, and 6 (A-1-b and A-3) is considered to be select and should be utilized in accordance with FDOT Standard Index 505.
 - The materials from Stratum Number 4 (A-2-4) are considered to be select and should be utilized in accordance with FDOT Standard Index 505. Certain types of A-2-4 material are likely to retain excess moisture and may be difficult to dry and compact. They should be used in the embankment above the water level existing at time of construction. They may be used in the subgrade portion of the roadbed when approved by the District Materials Engineer.
 - The material from Stratum Number 5 is the natural Limestone Formation. This material may be difficult to dewater, excavate and/or penetrate and may require special equipment to do so.
 - The soils survey presented on this sheet was performed by GEOSOL, Inc. as a subconsultant to Atkins Global.

REVISIONS	DESCRIPTION	DATE	DESCRIPTION
ENGINEER OF RECORD:		TOWN OF MEDLEY	
ORACIO RICCOBONO, P.E. 5755-A NW 155 TH STREET MIAMI LAKES, FL 33004 PHONE: 305-896-8888 FAX: 305-896-8888 CERTIFICATE OF REGISTRATION 06530		(N . W . 7 9 t h A V E N U E) ROAD NO. COUNTY FINANCIAL PROJECT ID N/A MIAMI-DADE N/A	
ENGINEER OF RECORD:		ROADWAY SOILS SURVEY	
DATE		SHEET NO.	
		GR-1	

LEGEND

01 Asphalt Pavement

1) Dark Brown Organic Silty Fine SAND with Grass (TOPSOIL); A-8)

2) Light Brown to Brown Slightly Silty to Silty Fine to Coarse SAND with Some Limerock Fragments (FILL); A-1-b)

3) Brown Fine SAND (FILL); A-3)

4) Brown to Gray Silty Fine to Coarse SAND with Some Limerock Fragments (FILL); A-2-4)

5) Brown Sandy LIMESTONE

6) Light Gray Slightly Silty Fine to Coarse SAND with Some Limestone Fragments (A-1-b)

NOTES:

1) SPT BORINGS PERFORMED PER ASTM D-1586 WITH A HAMMER WEIGHT OF 140 LBS FALLING 30 INCHES.

NUMBERS TO THE LEFT OF BORINGS INDICATE PENETRATION UNLESS OTHERWISE NOTED.

∇ WATER TABLE ENCOUNTERED

2) ENVIRONMENTAL CLASSIFICATION:

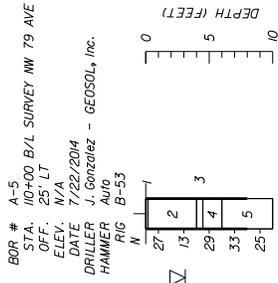
STEEL: SUPERSTRUCTURE: SLIGHTLY AGGRESSIVE
SUBSTRUCTURE: MODERATELY AGGRESSIVE
(RESISTIVITY = 1,870 OHM-CM)

CONCRETE: SUPERSTRUCTURE: SLIGHTLY AGGRESSIVE
SUBSTRUCTURE: MODERATELY AGGRESSIVE
(RESISTIVITY = 1,870 OHM-CM)

WATER:

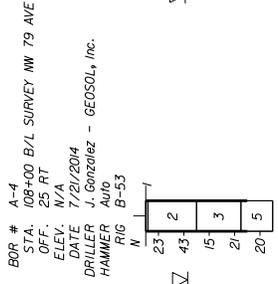
pH: 7.7
CHLORIDE: 13 PPM
SULFATE: 13 PPM
RESISTIVITY: 1,870 OHM-CM

RELATIVE DENSITY	AUTOMATIC (BLOWS PER FOOT)
VERY LOOSE	LESS THAN 3
LOOSE	3-8
MEDIUM DENSE	8-24
DENSE	24-40
VERY DENSE	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	AUTOMATIC (BLOWS PER FOOT)
VERY SOFT	LESS THAN 1
SOFT	1-3
FIRM	3-6
STIFF	6-24
VERY STIFF	GREATER THAN 24
HARD	



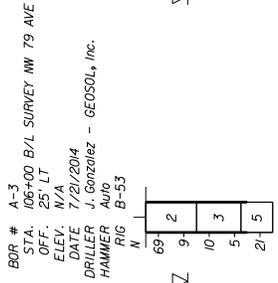
Boring Terminated at Depth of 10ft

Casing Length 8ft



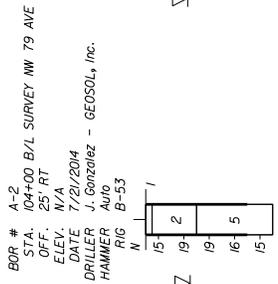
Boring Terminated at Depth of 10ft

Casing Length 8ft



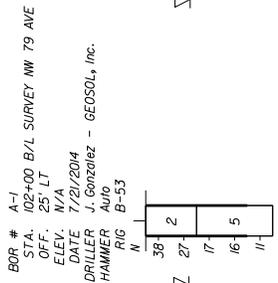
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Casing Length 8ft



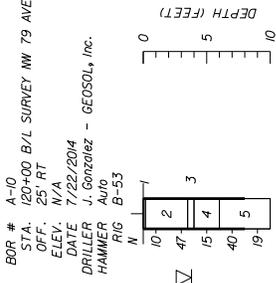
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Casing Length 8ft



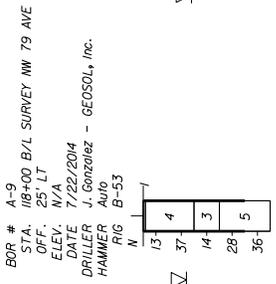
Boring Terminated at Depth of 10ft

Casing Length 8ft



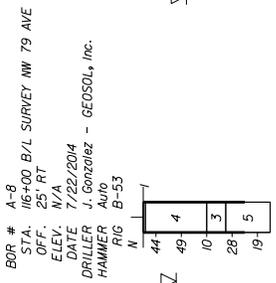
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Casing Length 8ft



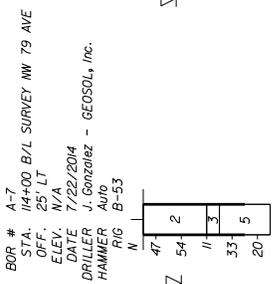
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Casing Length 8ft



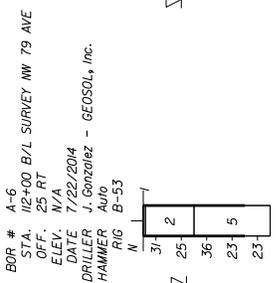
Boring Terminated at Depth of 10ft

Casing Length 8ft



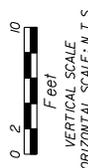
Boring Terminated at Depth of 10ft

Casing Length 8ft



Boring Terminated at Depth of 10ft

Casing Length 8ft



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

TOWN OF MEDLEY (N . W . 7 9 1 4 A V E N U E)	
ROAD NO.	FINANCIAL PROJECT ID
N/A	N/A
COUNTY	M/AMI-DADE
ENGINEER OF RECORD: GEOSOL, INC. ORLANDO, FL 5795-A NW 15TH STREET MIAMI LAKES, FL 33094 PHONE: (305) 858-4551 CERTIFICATE OF AUTHORIZATION B530	

ROADWAY SOIL PROFILES	
SHEET NO.	GR-2

TOWN OF MEDLEY

SIGNING & PAVEMENT MARKINGS PLANS FOR

NORTHWEST 79TH AVENUE MIAMI-DADE COUNTY

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	SUMMARY OF QUANTITIES
S-3 THRU S-6	SIGNING & PAVEMENT MARKINGS PLAN

GOVERNING STANDARDS AND SPECIFICATIONS:
Florida Department of Transportation, 2015 Design Standards and
revised Index Drawings as appended herein, and Jan 2015 Standard
Specifications for Road and Bridge Construction, as amended by
Contract Documents.

For Design Standards click on the "Design Standards" link at the
following web site:
<http://www.dot.state.fl.us/rddesign/>
For the Standard Specifications for Road and Bridge Construction
click on the "Specifications" link at the following web site:
<http://www.dot.state.fl.us/specificationsoffice/>

PREPARED FOR
THE TOWN OF MEDLEY BY:

ATKINS NORTH AMERICA, INC.
2007 NW 107 AVENUE
MIAMI, FL 33172

ROADWAY PLANS
ENGINEER OF RECORD: RICARDO A. CASTRO P.E.

P.E. NO.: 68294

SHEET
NO.

S-1

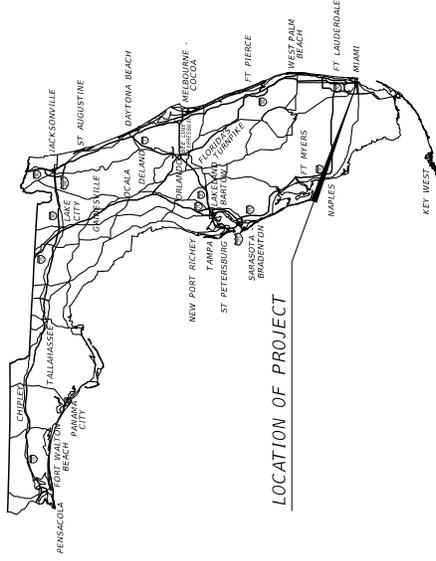
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11/14/2016

2:52:18 PM

H:\Common\Transportation\Medley\79th_Ave\12345615301_FONC.BDD Files\Signing\K&S&P

OCF NO. SW-0115



TOWN COUNCIL

MAYOR
ROBERTO MARTELL

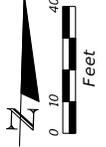
VICE-MAYOR
JACK MARROW

COUNCILPERSON
GRISIELA DIGIACOMO

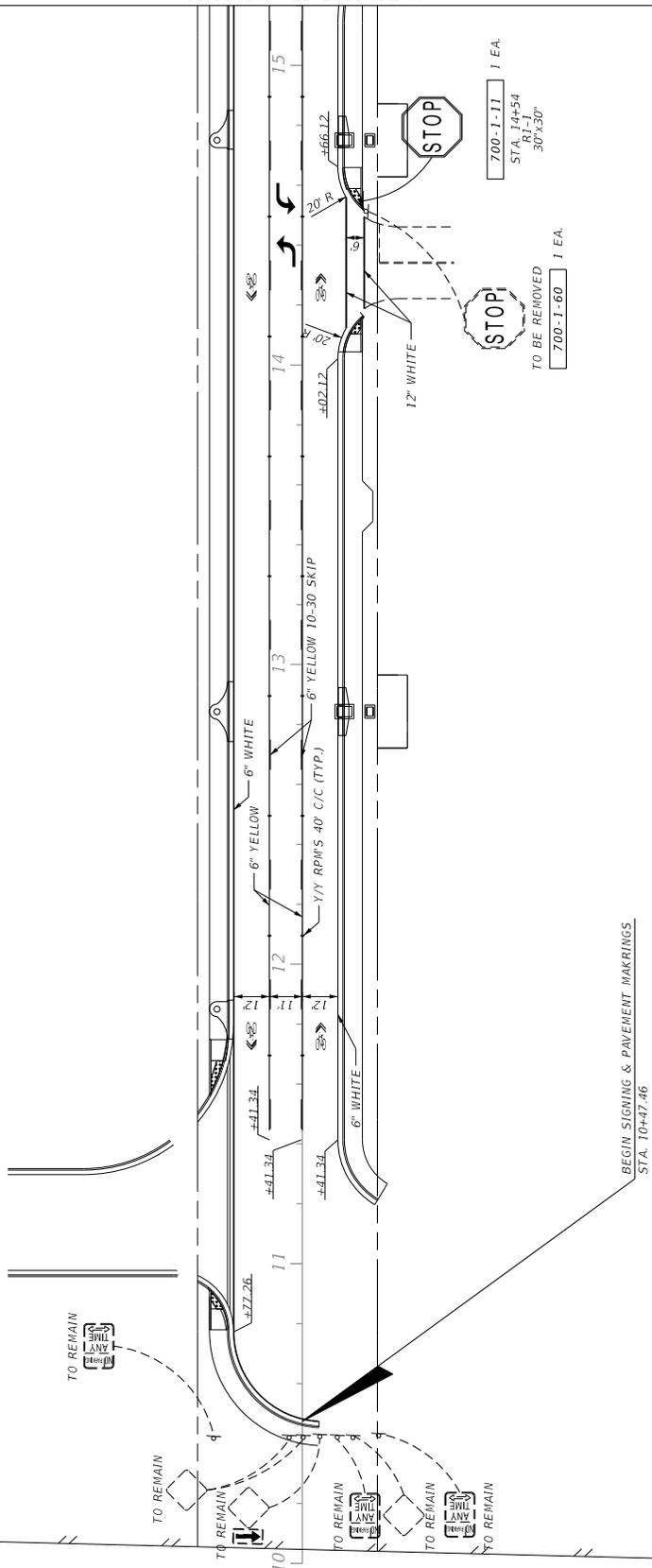
COUNCILPERSON
SUSANA GUASCH

COUNCILPERSON
EDGAR AYALA

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.



MATCHLINE STA. 15+20.00



700-1-11 1 EA.
STA. 14+54
R1-1
30"x30"



TO BE REMOVED
700-1-60 1 EA.

BEGIN SIGNING & PAVEMENT MARKINGS
STA. 10+47.46

SHEET NO. S-3

SIGNING & PAVEMENT MARKINGS

TOWN OF MEDLEY

COUNTY MIAMI-DADE

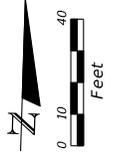
OCF NO. SW-015



RICARDO A. CASTRO, P.E.
P.E. LICENSE NUMBER 68294
ATKINS NORTH AMERICA, INC.
2001 NW 107 AVENUE
MIAMI, FL 33172
CERTIFICATE OF AUTHORIZATION NO. 24

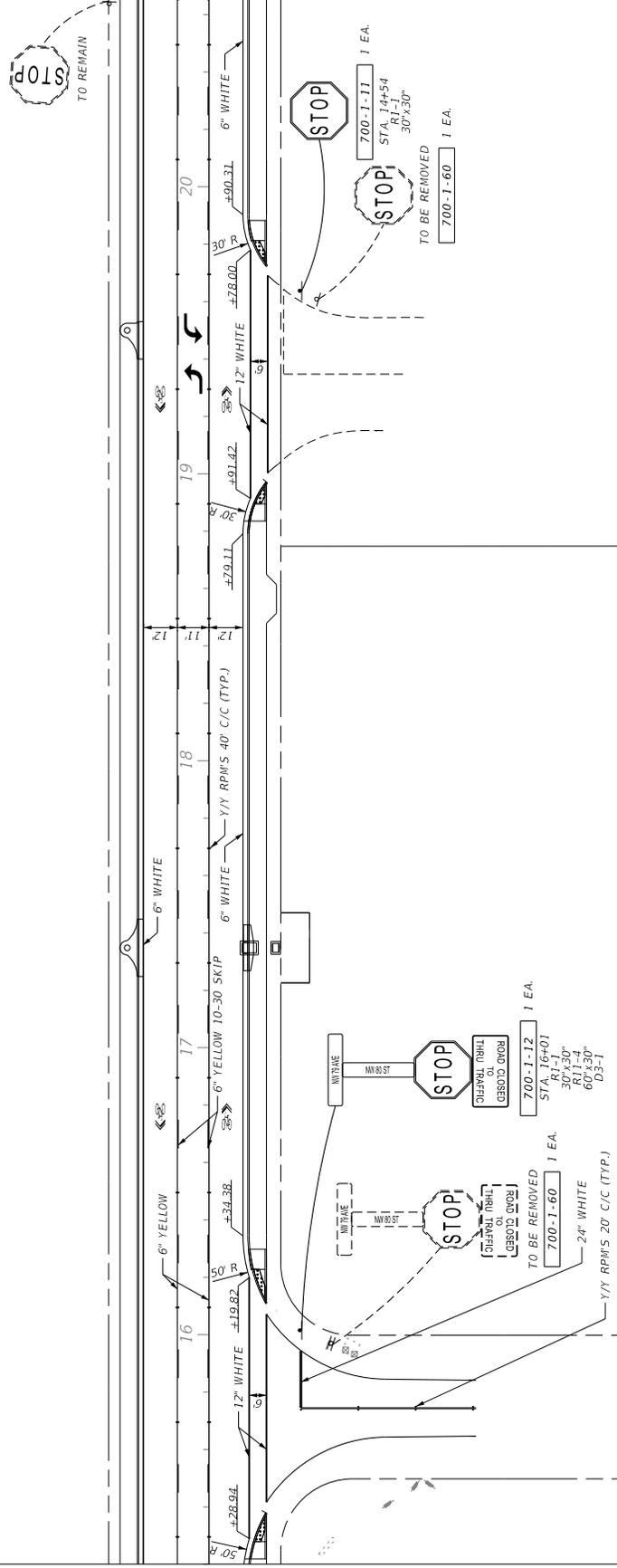
REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION



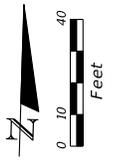
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MATCHLINE STA. 15+20.00



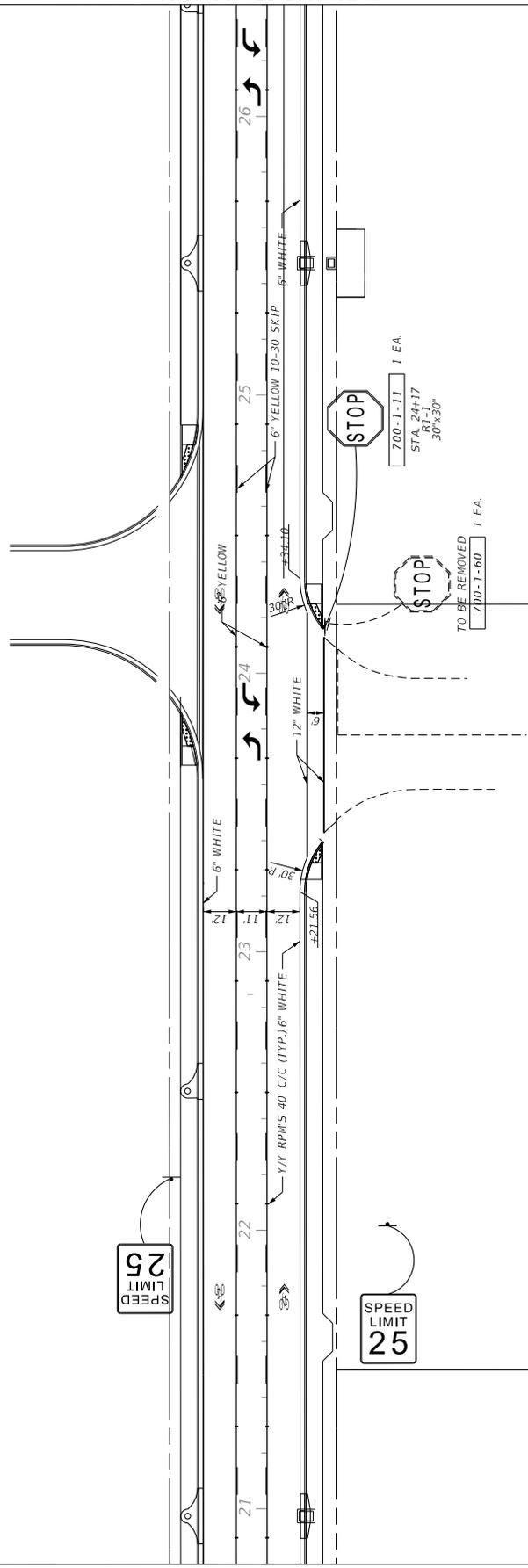
REVISIONS		DESCRIPTION	DATE
DATE	DESCRIPTION		

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24			TOWN OF MEDLEY COUNTY MIAMI-DADE	OCP NO. SW-0115	SHEET NO. S-4
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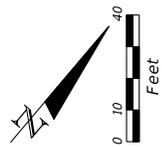
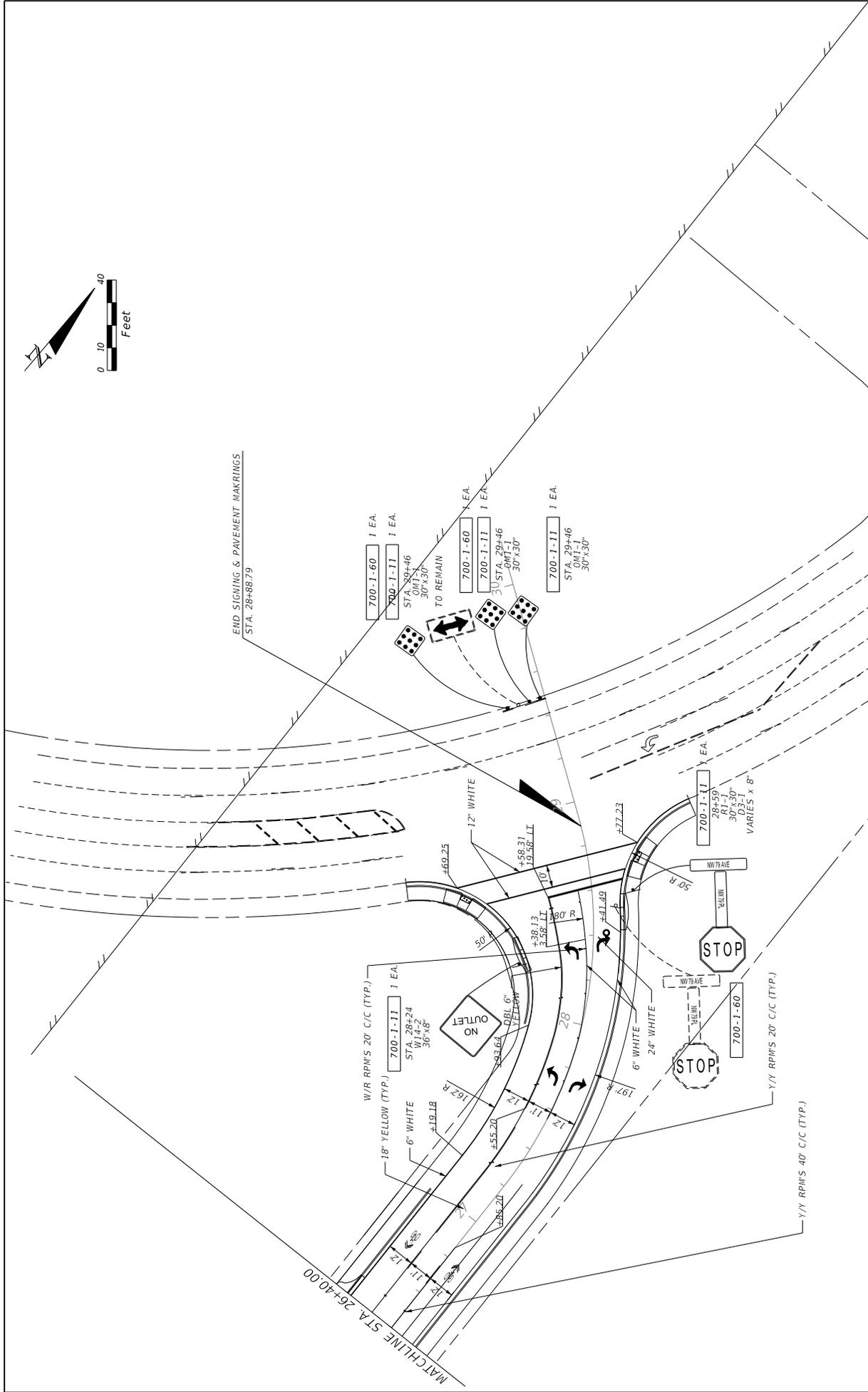
MATCHLINE STA. 26+40.00

MATCHLINE STA. 20+80.00



REVISIONS		SIGNING & PAVEMENT MARKINGS	
DATE	DESCRIPTION	DATE	DESCRIPTION

RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24		TOWN OF MEDLEY COUNTY MIAMI-DADE	SHEET NO. S-5
OCP NO. SW-015		COUNTY MIAMI-DADE	13/14/2016 2:52:38 PM H:\Common\Transportation\Medley\99th_Ave\2358615301_FON\CADD Files\Signing Plans\9



DATE	DESCRIPTION	REVISIONS	TOWN OF MEDLEY	OCF NO.	COUNTY	SHEET NO.
			TOWN OF MEDLEY	SW-015	MIAMI-DADE	5-6
RICARDO A. CASTRO, P.E. P.E. LICENSE NUMBER 68294 ATKINS NORTH AMERICA, INC. 2001 NW 107 AVENUE MIAMI, FL 33172 CERTIFICATE OF AUTHORIZATION NO. 24			TOWN OF MEDLEY COUNTY MIAMI-DADE			

Regulatory Approvals



Department of Regulatory and Economic Resources
 Environmental Resources Management
 701 NW 1st Court, 4th Floor
 Miami, Florida 33136-3912
 T 305-372-6700 F 305-372-6982

Carlos A. Gimenez, Mayor

miamidade.gov

September 19, 2016

Ricardo A. Castro, P.E.
 Atkins North America, Inc.
 2001 NW 107th Ave.
 Miami, FL 33172

CERTIFIED MAIL NO. 7013 2630 0001 2416 7018
 RETURN RECEIPT REQUESTED

RE: Drainage Plan, signed and sealed September 8, 2016 (received September 12, 2016) prepared and submitted by Atkins North America, Inc. for the Town of Medley NW 79th Avenue Roadway Improvement project located on NW 79th Avenue between NW 77th Street and NW 79th Place, Miami, Miami-Dade County, Florida near, or in the vicinity of contaminated site Mathew's Dump (SW-1301) Miami, Miami-Dade County.

Dear Mr. Castro:

The Pollution Remediation Section (PRS) of the Miami-Dade County Department of Regulatory and Economic Resources-Division of Environmental Resources Management (DERM) has reviewed the above referenced plans and hereby does not have any objection to the location of the proposed drainage system as illustrated on Sheet 3 (see attached). Be advised that the scope of work provided by PRS review is limited to evaluate the location of drainage in reference to contaminated areas. Additional approval from other departments, and/or sections and other governmental agencies having jurisdiction over the scope of work must be obtained, as applicable, prior to the implementation of the project. The following conditions shall apply:

1. All work shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification must be provided to the appropriate agencies.
2. In the event that evidence of undocumented ground and/or ground water contamination or solid waste is encountered, the responsible party or his designee is required to immediately notify PRS at (305) 372-6700. Note that based on the findings, modifications to the drainage design may be required.
3. Please note that any undocumented buried solid waste material excavated during construction shall require proper handling and disposal in accordance with the local, state and federal regulations. Be advised that the landfill owner/operator is the final authority on disposal and may have requirements beyond those provided by herein. If disposal within a Miami-Dade County owned landfill (Class I landfill) is appropriate and selected, please contact Lee Casey of the Miami-Dade County Department of Public Works and Waste Management at (305)-514-6666 for information.

If you have any questions concerning the above, please contact Tammy Welch of the Pollution Remediation Section at (305) 372-6700 (or via email: welcht@miamidade.gov).

Sincerely,

Wilbur Mayorga, P.E., Chief
 Environmental Monitoring & Restoration Division, DERM

WM/tw
 Enclosure

ec: Michelle Schuyler – DERM
 Maria Molina, P.E. – DERM
 Ronald Celiz, E.I., Atkins North America, Inc. – Ronald.Celiz@atkinsglobal.com
 Ricardo A. Castro, P.E., Atkins North America, Inc. – Ricardo.Castro@atkinsglobal.com

Delivering Excellence Every Day

PENDING APPROVAL FROM MIAMI-DADE
COUNTY REGULATORY AND ECONOMIC
RESOURCES DEPARTMENT

Geotechnical Report

**NW 79TH AVENUE ROADWAY AND
DRAINAGE IMPROVEMENTS
BETWEEN NW 77TH STREET AND NW 79TH PLACE
TOWN OF MEDLEY, FLORIDA**

**REPORT OF ROADWAY SOILS SURVEY, DRAINAGE
STRUCTURES, AND BOREHOLE EXFILTRATION TESTING**

PREPARED FOR: ATKINS GLOBAL

PREPARED BY: GEOSOL, INC.

AUGUST 6, 2014

August 6, 2014

Atkins Global
3230 West Commercial Blvd., Suite 100
Fort Lauderdale, Florida 33309

Attention: Mr. Ricardo A. Castro, P.E.
Senior Engineer II, Transportation South

Re: **Report of Roadway Soils Survey, Drainage Structures,
and Borehole Exfiltration Testing**
NW 79th Avenue Roadway and Drainage Improvements
Between NW 77th Street and NW 79th Place
Town of Medley, Florida
GEOSOL Project No. 214152

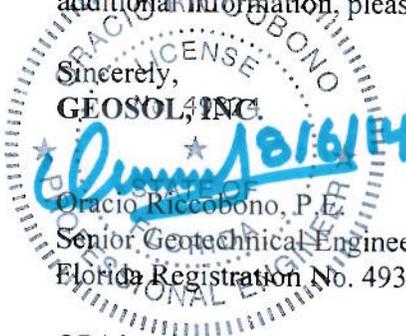
Dear Mr. Castro:

Geosol, Inc. (GEOSOL) is pleased to submit this report presenting the results of our geotechnical services for the above-referenced project. The services were provided in accordance with the scope of Basic Services in our proposal No. P-214133 dated March 25, 2014. You provided authorization to perform our services on July 10, 2014.

The results of our field exploration and laboratory testing programs for the proposed roadway and drainage improvements as well as our geotechnical engineering evaluations are presented in the accompanying report.

We appreciate the opportunity to work with you on this project. If you have any question or need additional information, please do not hesitate to call our office.

Sincerely,
GEOSOL, INC.


Oracio Riccobono, P.E.
Senior Geotechnical Engineer
Florida Registration No. 49324


Adnan Ismail, P.E.
Project Geotechnical Engineer
Florida Registration No. 76014

OR/ai

cc: Addressee (5)
File (1)

GEOSOL, INC.
5795-A NW 151st Street
Miami Lakes, FL 33014
Phone (305) 828-4367; Fax (305) 828-4235
E-mail: geosolusa@bellsouth.net

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INTRODUCTION

Project Description

The Town of Medley plans to improve NW 79th Avenue between NW 77th Street and NW 79th Place in the Town of Medley, Florida. We understand that the project will consist of roadway and drainage improvements. The total length of the project is approximately 2,000 linear feet. A Site Vicinity Map is presented in Sheet 1 of Appendix “A”.

Specifically, the geotechnical services for this project required the performance of a roadway soils survey was required in order to explore the subsurface conditions along the alignment of the proposed roadway improvement areas. Also, the geotechnical services for this project included the performance of borehole exfiltration testing for use in drainage evaluations and design, and the performance of Standard Penetration Test (SPT) borings for use in the analysis of temporary ground support of excavation for the installation of proposed drainage structures. The results of the field exploration and laboratory testing programs were used to investigate the subsurface and groundwater conditions and to provide geotechnical engineering recommendations for the proposed roadway and drainage improvements.

Purpose

The purpose of this study was to evaluate the underground conditions (i.e. subsurface and groundwater) in light of the proposed roadway and drainage improvements. This report presents the results of our field exploration, laboratory testing, geotechnical engineering evaluations, and considerations for the proposed construction.

SCOPE OF SERVICES

The scope of services consisted of providing the following services:

1. Discussing with Atkins Global (ATKINS) the scope of the geotechnical services.
2. Performing site reconnaissance, locating and coordinating for existing utilities.
3. Reviewing the USDA Soil Survey maps for the Miami-Dade County area along the project vicinity.
4. Planning and executing a Maintenance of Traffic (MOT) program in accordance with the FDOT Standard Index Drawings required for performance of the field exploration program along the proposed roadway and drainage improvement limits.
5. Executing a program of subsurface exploration consisting of subsurface sampling and field testing. The subsurface program was accomplished by performing Standard Penetration Test (SPT) borings and borehole exfiltration testing.



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6. Measuring groundwater levels at the boring locations.
7. Backfilling the boreholes using grout and restoring the site to their original conditions.
8. Visually classifying the samples from the test borings in the laboratory using the American Association of State Highway and Transportation Officials (AASHTO) Classification System for soil samples recovered from roadway borings and the Unified Soil Classification System (USCS) for soil samples recovered from drainage structure borings. The laboratory testing program included grain-size analyses, percent passing the No. 200 sieve, organic content determination, moisture content determination, and FDOT Environmental Classification Testing.
9. Evaluating the results of the SPT boring information.
10. Deriving soil/rock parameters for use in the analysis of temporary ground support of excavation for the installation of proposed drainage structures.
11. Providing discussions of critical design or construction considerations based on the subsurface and groundwater conditions developed from the results of the geotechnical investigations.
12. Preparing a report which summarizes the course of study pursued, the field and laboratory data generated, subsurface conditions encountered, analyses, design recommendations, construction considerations and report limitations.

SITE CONDITIONS

Our understanding of the site conditions is based on our site visit, and field review and observations during the performance of the field exploration program. The site of the proposed roadway and drainage improvements is located along NW 79th Avenue between NW 77th Street and NW 79th Place in the Town of Medley, Florida. Sheet 1 of Appendix “A” presents a Site Vicinity Map. NW 79th Avenue within the project limits consists of a two (2)-lane roadway (one in each direction). The site consists of commercial buildings.



FIELD EXPLORATION

General

In order to evaluate the subsurface conditions along the proposed roadway improvements, Standard Penetration Test (SPT) borings were performed. Ten (10) SPT roadway borings (A-1 through A-10) were performed to depths of 10 feet below existing grades at a spacing of 200-feet along the proposed roadway improvement for use in roadway design. Also, three (3) borehole exfiltration testing (P-1 through P-3) were performed at depths of 15 feet below grade for use in drainage evaluations and design. Additionally, three (3) SPT borings (B-1 through B-3), one (1) at each borehole exfiltration testing location, were performed to depths of 25 feet below existing grades for use in temporary support of excavation analysis and design for the installation of the proposed drainage structures. The field exploration program was performed between July 21 and 23, 2014.

Field Test Locations

The test locations were marked in the field by representatives of GEOSOL utilizing the plans provided by ATKINS, standard taping procedures and existing landmarks. The tests were performed as close as possible to the proposed improvement locations considering constraints such as existing utilities and equipment accessibility. Station and offsets for each test location were scaled from the plans provided to us and should be considered approximate. All the offsets east/south of the existing roadway are referred to as "right" (RT) while the offsets west/north of the existing roadway are referred to as "left" (LT). In addition, latitude and longitude coordinates for test borings performed for use in temporary support of excavation analysis and design for the proposed drainage structures were obtained by means of a hand-held Global Positioning System (GPS) device. The coordinates were converted to northing and easting coordinates using computer software (Corpcon). Ground surface elevations for the borings performed have not been provided to us at this point. The approximate test locations are presented in Table 1 and in the Test Location Plan presented in Appendix "A" of this report.

Traffic Control and Signs

Barricades, cones, and sign devices were continuously used in general compliance with Roadway and Traffic Design Standards Index Drawings.

Standard Penetration Test (SPT) Borings

The borings for this study were performed utilizing a Foremost-Mobile Model B-53 truck-mounted drill rig. The SPT borings were performed with the use of an automatic hammer. The borings were performed in general accordance with the American Society of Testing and Materials (ASTM) test designation D-1586 titled "Standard Practice for Penetration Test and Split-Barrel Sampling of Soils". All soil samples were classified in the field and placed in air-tight jars for transportation to our office for review by a Geotechnical Engineer and laboratory testing. The test boring location information is provided in Table 1 and in the Test Location Plan sheet in Appendix "A".



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Borehole Exfiltration Tests

The exfiltration tests were performed in general accordance with the South Florida Water Management District (SFWMD) "Usual Open-Hole" constant head method. The tests were performed to determine the hydraulic conductivity values (k) of the subsurface materials. As requested, testing was performed at a depth 15 feet below existing grades. After completion of the exfiltration tests, the borehole was backfilled with cement grout, the surface was restored, and the site was cleaned as required. The hydraulic conductivity values (k) were determined from the test results and are tabulated and presented in Table 4 of Appendix "C". The hydraulic conductivity values are reported in units of cubic feet per second per square foot of seepage area per foot of head (cfs/ft²-ft.).

Water Level Measurements

Water level depths were obtained during the test boring operations. They are noted on the Soil Profiles and Report of Core Boring sheets presented in Appendix "A". In relatively pervious soils, such as the near surface granular soils, the indicated water level depths are usually reliable groundwater levels. Seasonal variations, tidal conditions, temperature, land-use, and recent rainfall conditions may influence the depths of the groundwater.

LABORATORY TESTING

General

Representative samples collected from the test boring locations were visually reviewed in the laboratory by a Geotechnical Engineer to confirm the field classifications. The samples from the roadway borings were classified using the American Association of State Highway and Transportation Officials (AASHTO) Soil Classification System in general accordance with the American Society of Testing and Materials (ASTM) test designation D-3282, titled "Classification of Soils and Soils-Aggregate Mixtures for Highway Construction Purposes". Additionally, samples obtained for the installation of drainage structures design were classified using the Unified Soil Classification System (USCS) in general accordance with the American Society of Testing and Materials (ASTM) test designation D-2488, titled "Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)" and ASTM D-2487 titled "Standard Test Method for Classification of Soils for Engineering Purposes". The soil classification was based on visual observations with the aids of laboratory testing results, which consisted of grain-size analysis, percent passing the No. 200 sieve, natural moisture content and organic content. The tests were performed on selected samples believed to be representative of the materials encountered. In addition, FDOT Environmental Classification testing was also performed on a select water samples obtained from a test boring performed. A summary of the laboratory test results are presented in Table Nos. 2 and 3 of Appendix "B".



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Moisture Content

The laboratory moisture content test consists of the determination of the percentage of moisture contents in selected samples in general accordance with FDOT Test Designation FM1-T265 (ASTM Test Designation D-2216, titled "Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures"). Briefly, the moisture content is determined by weighing a sample of the selected material and then drying it in a warm oven. Care is taken to use a gentle heat so as not to destroy any organics. The sample is removed from the oven and re-weighed. The difference of the two weights is the amount of moisture removed from the sample. The weight of the moisture divided by the weight of the dry soil sample is the percentage by weight of moisture in the sample. The test results are summarized in Table No. 2 of Appendix "B".

Organic Content

Organic content test consists of the determination of the percentage of organic content in selected samples in general accordance with FDOT Test Designation FM1-T267 (ASTM Test Designation D-2974, titled "Moisture, Ash, and Organic Matter of Peat and Other Organic Soils"). Briefly, the organic content is determined by weighing a sample of the selected material and then burning off the organic material in a hot oven. The sample is removed from the oven and re-weighed. The difference of the two weights is the amount of organic material removed from the sample. The weight of the organic material divided by the weight of the dry soil sample is the percentage by weight of organic material in the sample. The organic content test results are summarized in Table No. 2 of Appendix "B".

Grain-Size Analysis

The grain-size analyses were conducted in general accordance with the FDOT Test Designation FM1-T88 (ASTM Test Designation D-422, titled "Particle-Size Analysis of Soils"). The grain-size analysis test measures the grain-size distribution in the soil sample. The test also measures the percentage by weight passing the No. 200 sieve, which is the amount of silt and clay sized particles. The test results are summarized in Table 2 of Appendix "B".

Environmental Classification

Environmental classification testing was performed on a water sample obtained from the field exploration program. The testing performed included pH, resistivity, sulfate and chloride content. The results of the testing were evaluated based on the criteria established in the FDOT *Structures Design Guidelines*, Section 1.3. Based on the criteria in Section 1.3 and the laboratory test results, the environment is recommended as moderately aggressive for the steel and concrete substructure, and slightly aggressive for the superstructure and is indicated in the Soil Profiles and the Report of Core Boring sheets in Appendix "A". The results are summarized in Table 3 in Appendix "B".



GENERALIZED SUBSURFACE CONDITIONS

Regional Geology

The Miami area of southern Florida is underlain by an alternating sequence of cemented and uncemented Pleistocene sedimentary deposits (Pleistocene Epoch, deposited 10,000 to 2 million years before the present). A near surface Miami Limestone Formation is underlain by a wide variety of loose to dense quartz sands and coarse to fine-grained hard to very hard limestones with intermittent layers of fine to medium-quartz grained sand (Fort Thompson Formation). However, in any portion of Miami-Dade, surface sand deposits of the Pamlico Formation and man-made (artificial) fill are encountered. The Pamlico sands and man-made (artificial) fill have a thickness of approximately three (3) to seven (7) feet and overlie the Miami Limestone Formation. In the west part of the county, portions of the Everglades interfingers with the Pamlico sands. The Everglades soils consist of peat, organic silt and calcareous silt marl. The Everglades soils also have a thickness of three (3) to seven (7) feet and overlie the Miami Limestone Formation.

Although the Miami Limestone Formation can be very porous and have a sponge-like, open interconnected network of vugs and small voids, large cavities do not exist and there is no potential for sinkhole activity. The rock formations encountered in the Miami area are typically much softer than the "bedrock" formations encountered in other areas of the country.

The strength of the limestone as well as its deformation characteristics depends upon the degree of cementation of the formation and its alteration by solutioning and weathering subsequent to deposition. One of the most important characteristics of the limestone encountered in the project area is the degree of erosion. Past surface solutioning of the limestone has resulted in formation called "pinnacle rock". In some cases nearly vertical cylindrical-shaped solution cavities are filled with surficial fine sands extending below the groundwater level. The subsurface conditions encountered at the site are presented in the following section.

Miami-Dade County Soil Survey

The *Soil Survey of Miami-Dade County Area, Florida*, published by the United States Department of Agriculture (USDA), was reviewed for general near-surface soil information within the general project vicinity. This information indicates that there is one (1) primary mapping unit for this project. The map soil unit encountered is as follows:

- ❖ Udorthents – Water Complex (9)

A reproduction of the USDA map for the project area is illustrated on Sheet 2 in Appendix "A".



SITE SUBSURFACE AND GROUNDWATER CONDITIONS

Site Subsurface Conditions

The subsurface conditions disclosed by the borings are generally consistent with the previously described regional geology. The stratification is based on visual examination of the recovered soil/rock samples, laboratory testing and interpretation of the field boring logs by a Geotechnical Engineer. The boring stratification lines represent the approximate boundaries between soil types of significantly different engineering properties; however, the actual transition may be gradual. In some cases, small variations in properties not considered pertinent to our engineering evaluation may have been abbreviated for clarity. The borings present the subsurface conditions at the particular boring location and slight variations do occur among the borings. The Roadway Soil Profiles, and Report of Core Boring sheets presented in Appendix "A" provide the conditions at the particular test locations.

Presented in Appendix "A" is the site vicinity map, USDA soil survey map, boring location information, Report of Core Borings, Roadway Soil Profiles, and Roadway Soils Survey Sheet along with the soil legend and other pertinent information such as measured groundwater table levels. A detailed description of the subsurface materials encountered at the project site is presented below. Specifically, we have identified six (6) strata in the subsoils (besides the existing roadway pavement) along the limits of the project. They are identified here and described on the Roadway Soil Profiles in Appendix "A".

<u>Stratum</u>	<u>Soil Description</u>	<u>AASHTO Group</u>
0	Asphalt Pavement	N/A
1	Dark Brown Organic Silty Fine SAND with Grass (TOPSOIL)	A-8
2	Light Brown to Brown Slightly Silty to Silty Fine to Coarse SAND with Some Limerock Fragments (FILL)	A-1-b
3	Brown Fine SAND (FILL)	A-3
4	Brown to Gray Silty Fine to Coarse SAND with Some Limerock Fragments (FILL)	A-2-4
5	Brown Sandy LIMESTONE	N/A
6	Light Gray Slightly Silty Fine to Coarse SAND with Some Limestone Fragments	A-1-b

Specific details concerning the subsurface materials and conditions encountered at each test location may be obtained from the Roadway Soil Profiles, and Report of Core Boring sheets presented in Appendix "A".



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Groundwater Conditions

The groundwater table was measured at each boring location during drilling operations for the tests performed during this study. The test borings performed by GEOSOL for this project were performed during the wet season. The depths to the "static" groundwater table encountered within the borings were measured after a short stabilization period and were found to range from about 1.8 to 3.8 feet below the existing grades. This information is shown on the Report of Core Boring sheets and the Roadway Soil Profiles in Appendix "A". In relatively pervious soils, such as the near surface granular soils, the indicated depths are usually reliable groundwater levels. Fluctuation in the observed groundwater levels should be expected due to rainfall variation, tidal conditions, construction activity and other factors.

Estimated Seasonal High Water Table

The estimated seasonal high groundwater table (SHGWT) each year is in the August-September period at the end of the rainy season during a year of average (normal) rainfall. The water table elevations associated with a flood would be much higher than the seasonal high water table elevations. The normal high water levels would more approximate the seasonal high water table elevations. The seasonal high water table is affected by a number of factors. The drainage characteristic of the soils, the land surface elevation, relief points such as lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high water table elevation.

It is to be noted that the test borings for this project were performed during the wet season. Therefore, based on our interpretation of the site conditions using the results of our test boring data, we estimate that the normal seasonal high water table is about 12 to 18 inches above the water levels shown at the boring locations.

ENGINEERING EVALUATIONS AND RECOMMENDATIONS FOR ROADWAY IMPROVEMENTS

General

Results of the soil survey indicate that the project alignment is generally suitable for the proposed roadway improvements when viewed from a geotechnical engineering perspective.

Site Preparation

Site preparation for roadway widening will most likely include striping of asphalt pavement or vegetation, excavation and installation of drainage structures, backfilling operations, and asphalt pavement construction.

The following are our discussions regarding the utilization and the site preparation requirements of the subsurface soils.



- ❖ The material from Stratum 1 is topsoil (A-8) and considered to be unsuitable (muck). It shall be removed during clearing and grubbing in accordance with Section 110 of the FDOT Standard Specifications.
- ❖ The material from Strata Numbers 2, 3, and 6 (A-1-b and A-3) is considered to be select and should be utilized in accordance with FDOT Standard Index 505.
- ❖ The materials from Stratum Number 4 (A-2-4) are considered to be select and should be utilized in accordance with FDOT Standard Index 505. Certain types of A-2-4 material are likely to retain excess moisture and may be difficult to dry and compact. They should be used in the embankment above the water level existing at time of construction. They may be used in the subgrade portion of the roadbed when approved by the District Materials Engineer.
- ❖ The material from Stratum Number 5 is the natural Limestone Formation. This material may be difficult to dewater, excavate and/or penetrate and may require special equipment to do so.

Fill Material

The embankment fill should consist of select material, meeting the requirements of Standard Index 505 and shall be constructed in general accordance of Section 120.8 of the FDOT *Standard Specifications for Road and Bridge Construction*.

ENGINEERING EVALUATIONS AND RECOMMENDATIONS FOR INSTALLATION OF DRAINAGE STRUCTURES

Excavation Recommendations

The installation of the proposed drainage structures will require temporary excavation of the existing subsurface materials. Temporary excavation side slopes of 1V: 2H in the granular subsurface materials (Strata 2, 3, 4, and 6), and 1V: 1H in the Natural Limestone Formation (Stratum 5) are stable and have a minimum factor of safety of 1.3. If steeper sides are used, the excavations will require the need of temporary ground support systems in order to maintain the stability of the excavations and for safety reasons. The Contractor is responsible for the design of the temporary ground support system. Based on the results of the soil borings, an unsupported vertical cut is not considered stable or safe during construction. An unsupported vertical cut will cause cracks on the surface of the asphalt-paved roadway because the angle of repose of the granular soils will be exceeded and a failure surface will develop behind the vertical face of the excavation. Materials removed from the excavation should not be stockpiled immediately adjacent to the cut, inasmuch as this load may cause a sudden collapse of the temporary ground support system. Open excavations shall be backfilled as soon as possible to prevent instability, which may cause collapse of the excavations and injury to people. The Contractor is responsible for backfilling the excavation in a timely fashion such that cut instability (excavation failure) will not occur. The Contractor shall be aware that special equipment may be required to excavate the natural limestone formation due to the relatively high strength of the rock layer. The temporary ground support system should be in conformance with the Occupational Safety and Health Administration (OSHA) Standards.



Geotechnical Soil/Rock Parameters

The geotechnical parameters for use in the design of temporary ground support systems for the installation of drainage structures were obtained on the basis of empirical relationships between the SPT “N”-values and the shear strength of the soil/rock strata based on the guidelines presented in the FDOT *Soils and Foundations Handbook (2014)*, statistical evaluation of the field data, our local experience, and literature review. Table “A” on the following page presents the recommended soil/rock parameters for use in the design of temporary ground support systems for the installation of drainage structures. The type and design of temporary ground support systems is outside of our scope of services and we are assuming it will be performed by others.

TABLE “A”- SUMMARY OF GEOTECHNICAL SOIL/ROCK PARAMETERS FOR DESIGN OF TEMPORARY GROUND SUPPORT SYSTEMS FOR DRAINAGE STRUCTURE INSTALLATION

General Material Type	Depth Below Existing Ground Surface (Feet)	Unit Weight (PCF)		Friction Angle (Degrees)	Cohesion (PSF)	Wall Friction (Degrees)	Coulomb Earth Pressure Coefficients		
		Total	Effective				Active	Passive	At-Rest
		γ_{total}	γ_{eff}	ϕ	C	δ	Ka	Kp	Ko
Granular Fill (Strata 2, 3 & 4)	0 to 5.6	115	53	34	-	11	0.26	5.15	0.44
Natural Limestone (Stratum 5) ⁽⁵⁾	5.6 to 18	120	58	38	-	13	0.21	6.93	0.38
Granular Soils (Stratum 6)	18 to 25	110	48	31	-	10	0.29	4.28	0.48

- Note:** 1) Stratum 1 is the topsoil.
 2) SPT "N"-values were obtained with the use of an automatic hammer.
 3) $SPT N_{Safety} = 1.24 * N_{Automatic}$ per FDOT SFH 2014.
 4) Submerged soil unit weight (γ_{eff}) shall be used for foundation analyses.
 5) Limestone modeled as gravel per FDOT SFH 2014.

Drainage Structure Installation

The borings revealed suitable subsurface conditions for support of the proposed drainage structures. The drainage structures may then bear on the surface of granular soils (Strata 2, 3, 4, and 6) or on the surface of the natural Limestone Formation (Stratum 5).



CONSTRUCTION CONSIDERATIONS

General Roadway Construction Recommendations

Site preparation shall be in accordance with sections 110 and 120 of the FDOT *Standard Specifications for Road and Bridge Construction* and FDOT Standard Indices 500 and 505.

Ground Water Control

Groundwater can normally be controlled in shallow excavations with a sump pump. During subgrade soil preparation the soils below design grade could become disturbed by construction activities. If this becomes the case, the contractor may be directed by the owner's representative to remove the disturbed or pumping soils to a depth of 12 to 18 inches below design grades and backfill the area with structural fill in accordance with FDOT Index 505 and the latest FDOT *Standard Specifications for Roads and Bridge Construction*. The Contractor shall be aware that dewatering may be very difficult to accomplish due to the relatively high permeability of the natural rock formation.

Temporary Steel Sheet Pile Wall Installation

The following are our suggestions for the installation of the proposed drainage structures based on the results of the test borings.

1. If temporary steel sheet piles are used for excavation support, it should be noted that sheet pile refusal may occur on a random and unpredictable basis since zones of dense soils and relatively hard rock materials revealed by the test borings may be encountered. In this case, we recommend that predrilling be considered prior to the installation of the sheet piles. Predrilling is required in order to prevent refusal conditions, damage of the structural section of the sheeting and minimize vibrations-induced settlements to nearby structures. Following predrilling, the sheet piles should be set in place and vibrated to the required tip elevations.
2. The sheet pile installation equipment will produce vibration and noise levels that may be considered disturbing to people and can produce vibrations noticeable in existing structures and utilities. The potential for damage to any adjacent structures and nearby utilities during the sheet pile installations will be dependent on the distance from the adjacent structures to the location of the sheet piles installation, the subsurface conditions, and the level of sensitivity of the structure and nearby utilities to any type of vibration. The recommendations provided in Section 455-1.1 of the FDOT Standard Specifications should be followed for the protection of the existing structures and nearby utilities during sheet piling operations. All those structures and/or utilities located adjacent to the proposed excavation shall be surveyed as well as monitored for vibrations and settlements in accordance with Section 455-1.1 of the FDOT Standard Specifications. The Contractor shall provide surveys and settlement/vibration monitoring of the existing structures in accordance with Section 455-1.1 of the FDOT Standard Specifications.



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3. After the sheet piles are installed to their required tip elevations, or the temporary ground support is set in place, the excavation of the subsurface materials can be started.
4. The contractor shall submit a settlement/vibration monitoring plan prior to commencing work. Such plan shall describe the equipment to be used for driving the sheet piles and list all structures to be monitored, including number and location of monitoring points.
5. The installation of the drainage structures may require that the work be performed in the dry. Therefore, dewatering may be required depending on the invert elevation of the proposed structures and the time of the year when the construction occurs. Caution must be exercised by The Contractor to prevent unnecessary dewatering for prolonged periods of time in order to prevent ground settlement and/or settlement of any nearby structures, utilities, or roadway as a result of the added overburden pressure resulting from lowering of the groundwater table. All structures and/or utilities located adjacent to the proposed excavation shall be surveyed as well as monitored for settlements during the dewatering operations in accordance with the FDOT Standard Specifications. The water from the on-site dewatering operations should be directed to a suitable discharge point and must be adequate to satisfy any local, state or federal regulatory agency.

REPORT LIMITATIONS

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This company is not responsible for the conclusions, opinions or recommendations made by others based on these data. No other warranties are expressed or implied.

The scope of the investigation was intended to evaluate soil conditions within the influence of the expected roadway and structure improvements. The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature or location of the proposed roadway alignment.

The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.



APPENDIX "A"

Sheet 1: Site Vicinity Map

Sheet 2: USDA Soils Survey Map

Table 1 - Summary of Field Test Locations

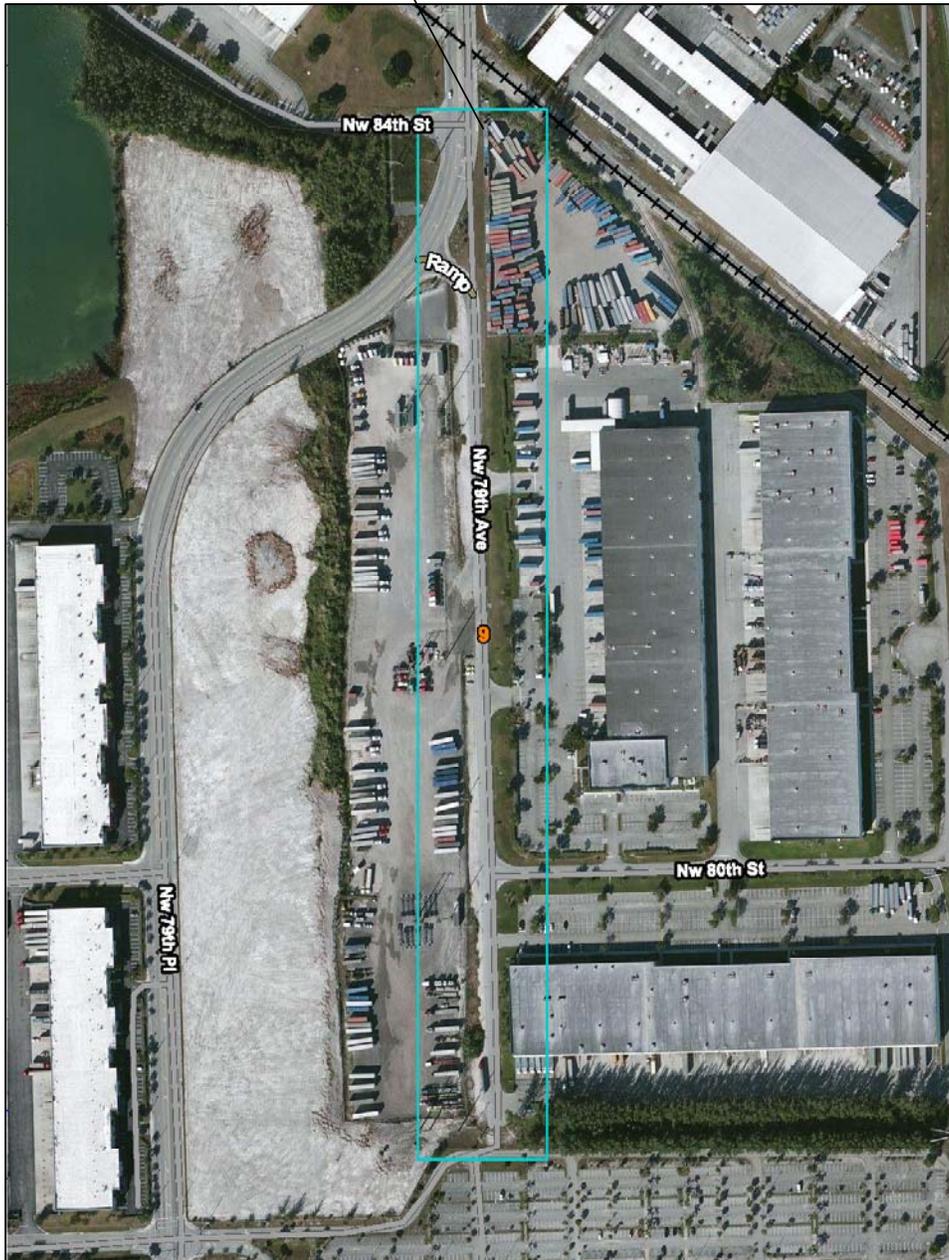
Sheet 3: Test Location Plan

Sheet 4: Report of Core Borings (Drainage Structures)

Sheet 5: Roadway Soil Profiles

Sheet 6: Roadway Soils Survey Sheet

APPROXIMATE SITE LOCATION



USDA SOILS SURVEY MAP

MAP UNIT	SOIL NAME
9	Udorthents - Water Complex



COUNTY: MIAMI-DADE COUNTY, FLORIDA
REFERENCE: NRCS WEB SOILS SURVEY, 2014
DATE: JULY, 2014

USDA SOILS SURVEY MAP
 NW 79TH AVENUE ROADWAY AND
 DRAINAGE IMPROVEMENTS
 BETWEEN NW 77TH STREET AND NW 79TH PLACE
 TOWN OF MEDLEY, FLORIDA

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CHECKED	OR	DATE	JULY, 2014	SHEET 2	

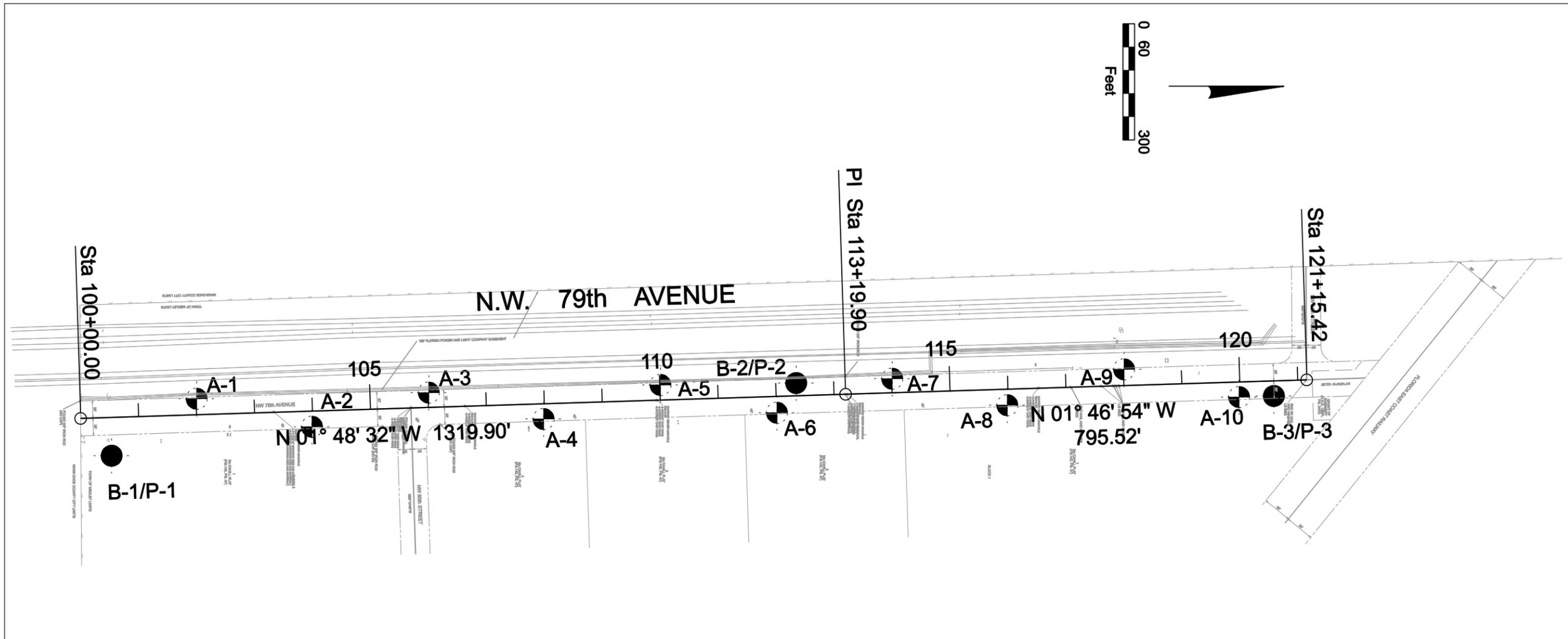
NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 BETWEEN NW 77TH STREET AND NW 79TH PLACE
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TABLE 1 - SUMMARY OF TEST BORING LOCATIONS

BORING/ TEST No.	APPROXIMATE TEST LOCATION (FEET)					GROUND SURFACE ELEVATION
	NORTHING	EASTING	STATION	OFFSET	REFERENCE	
B-1/P-1	549741	878002	100+50	65 RT	B/L SURVEY NW 79 AVE	N/A
A-1	-	-	102+00	25 LT	B/L SURVEY NW 79 AVE	N/A
A-2	-	-	104+00	25 RT	B/L SURVEY NW 79 AVE	N/A
A-3	-	-	106+00	25 LT	B/L SURVEY NW 79 AVE	N/A
A-4	-	-	108+00	25 RT	B/L SURVEY NW 79 AVE	N/A
A-5	-	-	110+00	25 LT	B/L SURVEY NW 79 AVE	N/A
A-6	-	-	112+00	25 RT	B/L SURVEY NW 79 AVE	N/A
B-2/P-2	550923	877880	112+35	20 LT	B/L SURVEY NW 79 AVE	N/A
A-7	-	-	114+00	25 LT	B/L SURVEY NW 79 AVE	N/A
A-8	-	-	116+00	25 RT	B/L SURVEY NW 79 AVE	N/A
A-9	-	-	118+00	25 LT	B/L SURVEY NW 79 AVE	N/A
A-10	-	-	120+00	25 RT	B/L SURVEY NW 79 AVE	N/A
B-3/P-3	551749	877899	120+60	25 RT	B/L SURVEY NW 79 AVE	N/A

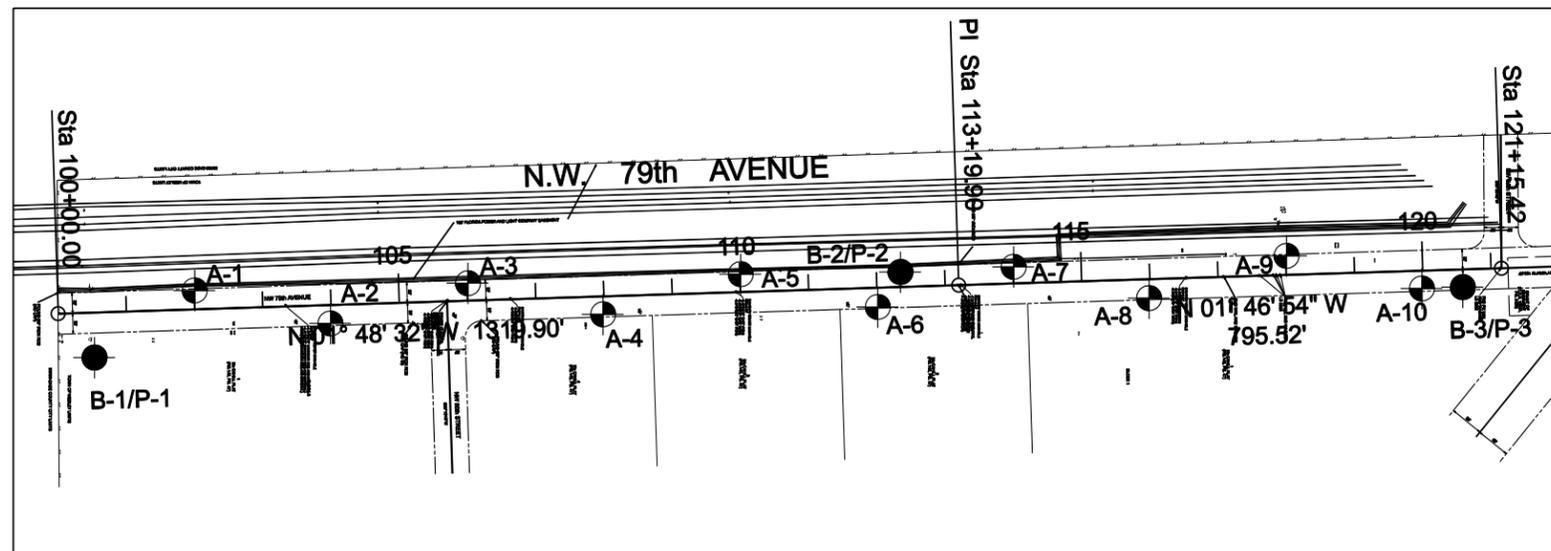
Notes: 1) The station and offsets were obtained by scaling distances from roadway plans provided and should be considered approximate.



LEGEND

- B-1 APPROXIMATE SPT BORING LOCATION
- P-1 APPROXIMATE PERCOLATION TEST LOCATION
- ⊙ A-1 APPROXIMATE ROADWAY TEST LOCATION

REVISIONS				ENGINEER OF RECORD: GEOSOL, INC. ORACIO RICCOBONO, P.E. P.E. LICENSE NO. 49324 5795-A NW 151ST STREET MIAMI LAKES, FL 33014 PHONE: (305) 828-4367 CERTIFICATE OF AUTHORIZATION 8530	TOWN OF MEDLEY (N.W. 79th AVENUE)			TEST LOCATION PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		3
					N/A	MIAMI-DADE	N/A		



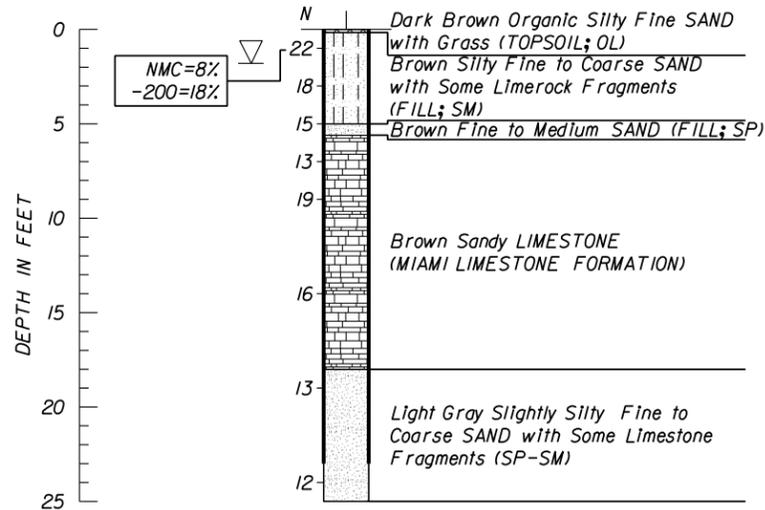
BORING LOCATION PLANS



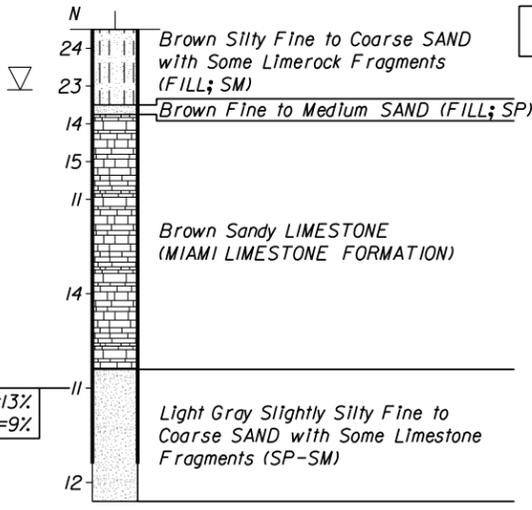
BOR # B-1/P-1
 STA. 100+50 B/L SURVEY NW 79 AVE
 OFF. 65' RT
 ELEV. N/A
 DATE 7/23/2014
 DRILLER R. Morales - GEOSOL, Inc.
 HAMMER Auto
 RIG B-53
 NORTHING 549741
 EASTING 878002

BOR # B-2/P-2
 STA. 112+35 B/L SURVEY NW 79 AVE
 OFF. 20' LT
 ELEV. N/A
 DATE 7/22/2014
 DRILLER R. Morales - GEOSOL, Inc.
 HAMMER Auto
 RIG B-53
 NORTHING 550923
 EASTING 877880

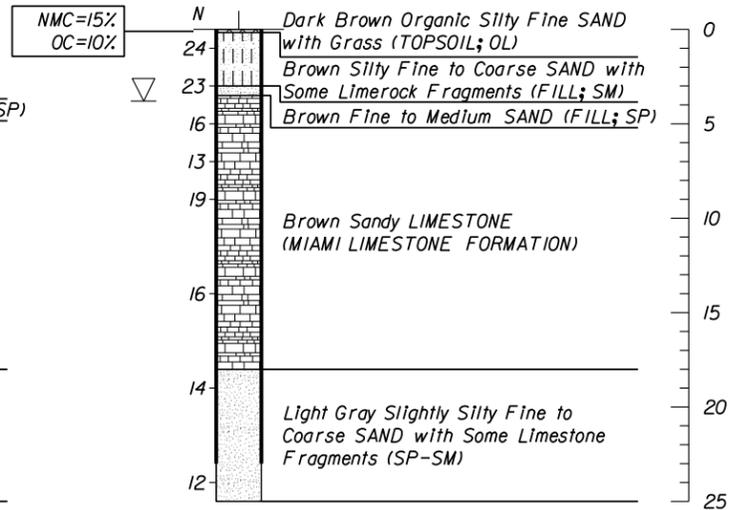
BOR # B-3/P-3
 STA. 120+60 B/L SURVEY NW 79 AVE
 OFF. 25' RT
 ELEV. N/A
 DATE 7/22/2014
 DRILLER R. Morales - GEOSOL, Inc.
 HAMMER Auto
 RIG B-53
 NORTHING 551749
 EASTING 877899



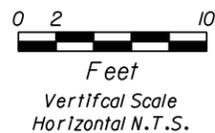
Boring Terminated at Depth of 25ft
 Casing Length 23ft



Boring Terminated at Depth of 25ft
 Casing Length 23ft



Boring Terminated at Depth of 25ft
 Casing Length 23ft



NOTE FOR DRILLED SHAFT CONSTRUCTION:

- 1) THE CONTRACTOR IS ADVISED THAT CAVING SOILS AND/OR DENSE TO VERY DENSE SOILS MAY BE ENCOUNTERED DURING THE EXCAVATION FOR THE INSTALLATION OF THE DRILLED SHAFTS.
- 2) THE CONTRACTOR IS ADVISED THAT A STRONG NATURAL LIMESTONE LAYER MAY BE ENCOUNTERED DURING THE EXCAVATION FOR THE INSTALLATION OF THE DRILLED SHAFTS WHICH MAY REQUIRE SPECIAL EQUIPMENT TO DO SO.

LEGEND

- TOPSOIL (OL)
- SAND (FILL; SP)
- SILTY SAND (FILL; SM)
- MIAMI LIMESTONE FORMATION
- SAND (SP-SM)

NOTES:

- 1) SPT BORINGS PERFORMED PER ASTM D-1586 WITH A HAMMER WEIGHT OF 140 LBS FALLING 30 INCHES.
- 2) ENVIRONMENTAL CLASSIFICATION:
 - STEEL:**
 SUPERSTRUCTURE: SLIGHTLY AGGRESSIVE
 SUBSTRUCTURE: MODERATELY AGGRESSIVE (RESISTIVITY= 1,870 OHM-CM)
 - CONCRETE:**
 SUPERSTRUCTURE: SLIGHTLY AGGRESSIVE
 SUBSTRUCTURE: MODERATELY AGGRESSIVE (RESISTIVITY= 1,870 OHM-CM)
 - WATER:**
 pH: 7.7
 CHLORIDE: 13 PPM
 SULFATE: 13 PPM
 RESISTIVITY: 1,870 OHM-CM

GRANULAR MATERIALS- RELATIVE DENSITY	AUTOMATIC SPT HAMMER (BLOWS PER FOOT)
VERY LOOSE	LESS THAN 3
LOOSE	3-8
MEDIUM DENSE	8-24
DENSE	24-40
VERY DENSE	GREATER THAN 40

SILTS AND CLAYS CONSISTANCY	AUTOMATIC SPT HAMMER (BLOWS PER FOOT)
VERY SOFT	LESS THAN 1
SOFT	1-3
FIRM	3-6
STIFF	6-12
VERY STIFF	12-24
HARD	GREATER THAN 24

REVISIONS				ENGINEER OF RECORD: GEOSOL, INC. ORACIO RICCOBONO, P.E. PE LICENSE No. 49324 5795-A NW 151ST STREET MIAMI LAKES, FL 33014 PHONE: (305) 828-4367 CERTIFICATE OF AUTHORIZATION 8530	TOWN OF MEDLEY (N. W. 79th AVENUE)			SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROADWAY NO.	COUNTY	FINANCIAL PROJECT ID	
					N/A	MIAMI-DADE	N/A	REPORT OF CORE BORINGS

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

LEGEND

- 0) Asphalt Pavement
- 1) Dark Brown Organic Silty Fine SAND with Grass (TOPSOIL; A-8)
- 2) Light Brown to Brown Slightly Silty to Silty Fine to Coarse SAND with Some Limerock Fragments (FILL; A-1-b)
- 3) Brown Fine SAND (FILL; A-3)
- 4) Brown to Gray Silty Fine to Coarse SAND with Some Limerock Fragments (FILL; A-2-4)
- 5) Brown Sandy LIMESTONE
- 6) Light Gray Slightly Silty Fine to Coarse SAND with Some Limestone Fragments (A-1-b)

NOTES:

- 1) SPT BORINGS PERFORMED PER ASTM D-1586 WITH A HAMMER WEIGHT OF 140 LBS FALLING 30 INCHES.
- N NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12" PENETRATION (UNLESS OTHERWISE NOTED).

▽ WATER TABLE ENCOUNTERED

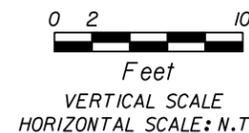
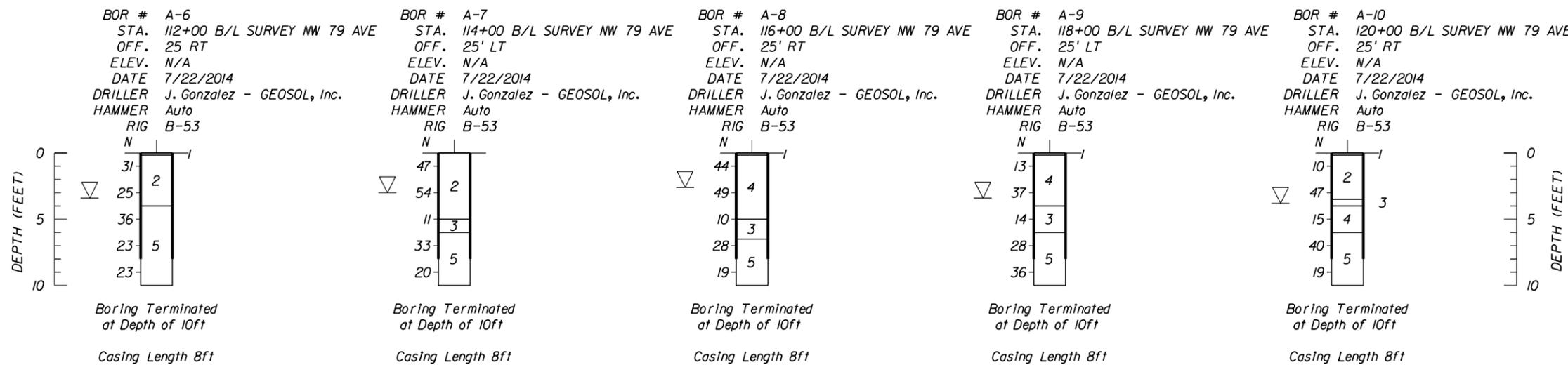
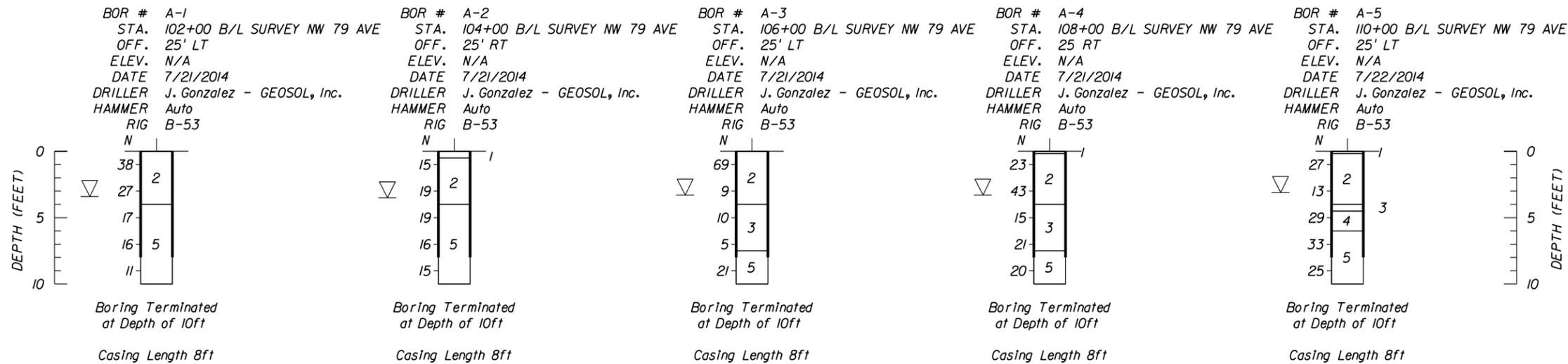
2) ENVIRONMENTAL CLASSIFICATION:

STEEL:
 SUPERSTRUCTURE: SLIGHTLY AGGRESSIVE
 SUBSTRUCTURE: MODERATELY AGGRESSIVE (RESISTIVITY= 1,870 OHM-CM)

CONCRETE:
 SUPERSTRUCTURE: SLIGHTLY AGGRESSIVE
 SUBSTRUCTURE: MODERATELY AGGRESSIVE (RESISTIVITY= 1,870 OHM-CM)

WATER:
 pH: 7.7
 CHLORIDE: 13 PPM
 SULFATE: 13 PPM
 RESISTIVITY: 1,870 OHM-CM

GRANULAR MATERIALS- RELATIVE DENSITY	AUTOMATIC SPT HAMMER (BLOWS PER FOOT)
VERY LOOSE	LESS THAN 3
LOOSE	3-8
MEDIUM DENSE	8-24
DENSE	24-40
VERY DENSE	GREATER THAN 40
SILTS AND CLAYS CONSISTANCY	AUTOMATIC SPT HAMMER (BLOWS PER FOOT)
VERY SOFT	LESS THAN 1
SOFT	1-3
FIRM	3-6
STIFF	6-12
VERY STIFF	12-24
HARD	GREATER THAN 24



REVISIONS				ENGINEER OF RECORD: GEOSOL, INC. ORACIO RICCOBONO, P.E. P.E. LICENSE NO. 49324 5795-A NW 151ST STREET MIAMI LAKES, FL 33014 PHONE: (305) 828-4367 CERTIFICATE OF AUTHORIZATION 8530	TOWN OF MEDLEY (N. W. 79th AVENUE)			SHEET NO. 5
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					N/A	MIAMI-DADE	N/A	ROADWAY SOIL PROFILES

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
MATERIALS AND RESEARCH

DATE OF SURVEY: 7/21-7/23/2014
SURVEY MADE BY: ORACIO RICCOBONO, P.E.
SUBMITTED BY: GEOSOL, Inc.

FINANCIAL PROJECT ID : N/A
PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS

DISTRICT: SIX
ROAD NO.: N/A
COUNTY: MIAMI-DADE

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

SURVEY BEGINS STA.: 100+00 SURVEY ENDS STA.: 121+5.42 REFERENCE: B/L SURVEY NW 79 AVE

STRATUM NO.	ORGANIC CONTENT			SIEVE ANALYSIS RESULTS PERCENT PASS						ATTERBERG LIMITS (%)				DESCRIPTION	CORROSION TEST RESULTS				
	NO. OF TESTS	% ORGANIC	MOISTURE CONTENT	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX	AASHTO GROUP		NO. OF TESTS	RESISTIVITY ohms cm	CHLORIDE ppm	SULFATES ppm	pH
0													N/A	Asphalt Pavement					
1	4	10-29	15-98										A-8	Dark Brown Organic Silty Fine SAND with Grass (TOPSOIL)					
2	5		8-11	5	48-64	31-46	16-27	14-23	13-21				A-1-b	Light Brown to Brown Slightly Silty to Silty Fine to Coarse SAND with Some Limerock Fragments (FILL)	1	1,870	13	13	7.7
3	1		24	1	100	91	19	6	1				A-3	Brown Fine SAND (FILL)					
4	3		22-33	3	60-78	53-60	36-42	20-31	14-34				A-2-4	Brown to Gray Silty Fine to Coarse SAND with Some Limerock Fragments (FILL)					
5													N/A	Brown Sandy LIMESTONE					
6	1		13	1	57	20	11	9	9				A-1-b	Light Gray Slightly Silty Fine to Coarse SAND with Some Limestone Fragments					

EMBANKMENT AND SUBGRADE MATERIAL
STRATA BOUNDARIES ARE APPROXIMATE. MAKE FINAL CHECK AFTER GRADING.
▽ - WATER TABLE ENCOUNTERED

Notes:

- 1) The material from Stratum 0 is the asphalt pavement.
- 2) The material from Stratum Number 1 is topsoil (A-8) and considered to be unsuitable (muck). It shall be removed during clearing and grubbing in accordance with Section 110 of the FDOT Standard Specifications.
- 3) The materials from Strata Numbers 2, 3, and 6 (A-1-b and A-3) is considered to be select and should be utilized in accordance with FDOT Standard Index 505.
- 4) The materials from Stratum Number 4 (A-2-4) are considered to be select and should be utilized in accordance with FDOT Standard Index 505. Certain types of A-2-4 material are likely to retain excess moisture and may be difficult to dry and compact. They should be used in the embankment above the water level existing at time of construction. They may be used in the subgrade portion of the roadbed when approved by the District Materials Engineer.
- 5) The material from Stratum Number 5 is the natural Limestone Formation. This material may be difficult to dewater, excavate and/or penetrate and may require special equipment to do so.
- 6) The soils survey presented on this sheet was performed by GEOSOL, Inc. as a subconsultant to Atkins Global.

REVISIONS				ENGINEER OF RECORD: GEOSOL, INC. ORACIO RICCOBONO, P.E. P.E. LICENSE NO. 49324 5795-A NW 151ST STREET MIAMI LAKES, FL 33014 PHONE: (305) 828-4367 CERTIFICATE OF AUTHORIZATION 8530	TOWN OF MEDLEY (N. W. 79th AVENUE)			ROADWAY SOILS SURVEY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					N/A	MIAMI-DADE	N/A		

APPENDIX “B”

Table 2 – Summary of Laboratory Test Results

Table 3 – Summary of Environmental Classification Test Results

Moisture Content Test Results

Material Passing the No. 200 Sieve Test Results

Grain-Size Analysis Test Results and Curves

Organic Content Test Results

Environmental Classification Test Results

**TABLE 2 - SUMMARY OF LABORATORY TEST RESULTS
 NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 TOWN OF MEDLEY, FLORIDA
 GEOSOL Project No.: 214152**

BORING NUMBER	SAMPLE NUMBER	STRATUM NUMBER	AASHTO Group	USCS SYMBOL	Sample Depth (FEET)	Sieve Analysis (Percent Passing)						Organic Content (%)	Natural Moisture Content (%)			
						1"	3/4"	3/8"	#4	#10	#40			#60	#100	#200
B-3	1	1	A-8	OL	0.0 - 0.2	-	-	-	-	-	-	-	-	-	10	15
A-2	1	1	A-8	OL	0.0 - 0.5	-	-	-	-	-	-	-	-	-	15	43
A-8	1	1	A-8	OL	0.0 - 0.2	-	-	-	-	-	-	-	-	-	14	34
A-4	1	1	A-8	OL	0.0 - 0.2	-	-	-	-	-	-	-	-	-	29	98
B-1	1	2	A-1-b	SM	0.2 - 2.0	100	90	79	68	56	42	27	20	18	-	8
A-1	1	2	A-1-b	SM	0.0 - 2.0	100	92	76	66	53	37	16	14	13	-	10
A-5	2	2	A-1-b	SM	2.0 - 4.0	100	97	78	63	48	31	18	16	16	-	11
A-6	1	2	A-1-b	SM	0.2 - 2.0	100	94	85	76	64	46	25	23	21	-	9
A-7	1	2	A-1-b	SM	0.0 - 2.0	-	-	-	-	-	-	-	-	14	-	8
A-3	3	3	A-3	SP	4.0 - 6.0	100	100	100	100	100	91	19	6	1	-	24
A-5	3	4	A-2-4	SM	4.5 - 6.0	100	94	76	66	60	53	42	20	14	-	22
A-10	3	4	A-2-4	SM	4.0 - 6.0	100	100	98	89	78	60	36	31	29	-	25
A-9	3	4	A-2-4	SM	4.0 - 6.0	-	-	-	-	-	-	-	-	34	-	33
B-2	7	6	A-1-b	SP-SM	18.0 - 20.0	100	86	77	68	57	20	11	9	9	-	13

**TABLE 3 - SUMMARY OF ENVIRONMENTAL CLASSIFICATION TEST RESULTS
NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
TOWN OF MEDLEY, FLORIDA
GEOSOL Project No.: 214152**

Sample Location	Sample Type	Depth (ft)	pH	Resistivity (ohm-cm)	Chloride (ppm)	Sulfate (ppm)	FDOT ENVIRONMENTAL CLASSIFICATION	
							Steel	Concrete
A-2	WATER	3.5	7.7	1,870	13	13	MA	MA

NOTES: (1) The following FDOT laboratory test methods were utilized.

EPA 9045 (pH)

EPA-300 (Equivalent to FM5-552: Chlorides)

EPA 120.1 (Equivalent to FM5-551: Resistivity)

EPA-300 (Equivalent to FM5-553: Sulfates)

(2) SA: SLIGHTLY AGGRESSIVE

(3) MA: MODERATELY AGGRESSIVE

(4) EA: EXTREMELY AGGRESSIVE

FDOT Criteria for Substructure Environmental Classification (FDOT *Structures Design Guidelines* 2014)

Classification	Environmental Condition	Units	Steel		Concrete	
			Water	Soil	Water	Soil
Extremely Aggressive (If any of these conditions exist)	pH		< 6.0		< 5.0	
	Cl	ppm	> 2000		> 2000	
	SO ₄	ppm	N.A.		> 1500	> 2000
	Resistivity	Ohm-cm	< 1000		< 500	
Slightly Aggressive (If all of these conditions exist)	pH		> 7.0		> 6.0	
	Cl	ppm	< 500		< 500	
	SO ₄	ppm	N.A.		< 150	< 1000
	Resistivity	Ohm-cm	> 5000		> 3000	
Moderately Aggressive	This classification must be used at all sites not meeting requirements for either slightly aggressive or extremely aggressive environments.					
pH = acidity (-log ₁₀ H ⁺ ; potential of Hydrogen), Cl = chloride content, SO ₄ = Sulfate content.						

MOISTURE CONTENT TEST RESULTS (ASTM D-2216)

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
LOCATION: TOWN OF MEDLEY, FLORIDA
PROJECT No.: 214152
DATE: 8/3/2014

Boring No.	B-1	B-2	B-3	A-1	A-2
Sample No.	1	7	1	1	1
Sample Depth (Feet)	0.2-2	18-20	0-0.2	0-2	0-0.5
Tare No.	77	101	239	10	941
Tare plus wet soil (grams)	321.5	267.0	91.5	308.5	87.0
Tare plus dry soil (grams)	297.5	236.5	80.5	280.5	63.5
Water Ww (grams)	24.0	30.5	11.0	28.0	23.5
Tare (grams)	9.0	9.0	9.0	9.0	9.0
Dry soil Ws (grams)	288.5	227.5	71.5	271.5	54.5
Water Content w (%)	8.3	13.4	15.4	10.3	43.1

Boring No.	A-3	A-5	A-5	A-6	A-8
Sample No.	3	2	3	1	1
Sample Depth (Feet)	4-6	2-4	4.5-6	0.2-2	0-0.2
Tare No.	54	16	32	11	19
Tare plus wet soil (grams)	331.0	352.0	391.5	353.0	71.5
Tare plus dry soil (grams)	268.0	318.5	323.0	325.0	55.5
Water Ww (grams)	63.0	33.5	68.5	28.0	16.0
Tare (grams)	9.0	9.0	9.0	9.0	9.0
Dry soil Ws (grams)	259.0	309.5	314.0	316.0	46.5
Water Content w (%)	24.3	10.8	21.8	8.9	34.4

Boring No.	A-10	A-7	A-9	A-4
Sample No.	3	1	3	1
Sample Depth (Feet)	4-6	0-2	4-6	0-0.2
Tare No.	103	18	17	N-4
Tare plus wet soil (grams)	346.0	303.0	356.5	59.5
Tare plus dry soil (grams)	279.5	282.0	271.0	34.5
Water Ww (grams)	66.5	21.0	85.5	25.0
Tare (grams)	9.0	9.0	9.0	9.0
Dry soil Ws (grams)	270.5	273.0	262.0	25.5
Water Content w (%)	24.6	7.7	32.6	98.0

MATERIAL PASSING THE # 200 SIEVE TEST RESULTS (AASHTO T-11)

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
LOCATION: TOWN OF MEDLEY, FLORIDA
PROJECT No.: 214152
DATE: 8/3/2014

Boring No.	B-1	B-2	A-1	A-5	A-5
Sample No.	1	7	1	2	3
Sample Depth (Feet)	0.2-2	18-20	0-2	2-4	4.5-6
Original Dry Weight of Soil (grams)	288.5	227.5	271.5	309.5	314.0
Weight of Soil After Washing (grams)	238.0	208.0	236.5	281.0	270.5
Weight of Soil Passing 200 Sieve (grams)	50.5	19.5	35.0	28.5	43.5
Percent of Soil Passing 200 Sieve (%)	17.5	8.6	12.9	9.2	13.9

Boring No.	A-6	A-10	A-7	A-9
Sample No.	1	3	1	3
Sample Depth (Feet)	0.2-2	4-6	0-2	4-6
Original Dry Weight of Soil (grams)	316.0	270.5	273.0	262.0
Weight of Soil After Washing (grams)	248.5	192.0	234.5	172.5
Weight of Soil Passing 200 Sieve (grams)	67.5	78.5	38.5	89.5
Percent of Soil Passing 200 Sieve (%)	21.4	29.0	14.1	34.2

GRAIN SIZE DATA SHEET

DATE: 7/30/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA

Boring No. B-1
 Sample No. 1
 Depth (feet) 0.2-2

SOIL DESCRIPTION: Brown Silty Fine to Coarse SAND with Some Limerock Fragments (FILL; SM)

			Tare #		Dry Wt. - Tare Wt.	
			77		288.5	
Sieve Size	Sieve Sizes	Cumulative Wt. Retained	% RETAINED	% PASSING	% PASSING TOTAL SAMPLE	WEIGHT RETAINED (Grams)
75	75mm 3"	0.0	0.0	100	100	0.0
50	50mm 2"	0.0	0.0	100	100	0.0
37.5	37.5mm 1.5"	0.0	0.0	100.0	100.0	0.0
25	25mm 1"	0.0	0.0	100.0	100.0	0.0
19	19mm 3/4"	28.0	9.7	90.3	90.3	28.0
9.5	9.5mm 3/8"	61.0	21.1	78.9	78.9	33.0
4.75	4.75mm #4	93.0	32.2	67.8	67.8	32.0
2.36	2 mm #10	127.0	44.0	56.0	56.0	34.0
0.6	425um #40	168.0	58.2	41.8	41.8	41.0
0.3	250um #60	212.0	73.5	26.5	26.5	44.0
0.15	150um #100	231.0	80.1	19.9	19.9	19.0
0.075	75um #200	238.0	82.5	17.5	17.5	7.0
PAN	-	288.5	100.0	0.0	0.0	50.5

NOTES: Percent passing the #200 sieve was determined by the wash method.

ASTM D 2487 Classification of Soil for Engineering Purposes

Coarse Gravel	< 3" and > 3/4"
Fine Gravel	< 3/4" and > #4

Coarse Sand	< #4 and > #10
Medium Sand	< #10 and > #40
Fine Sand	< #40 and > #200

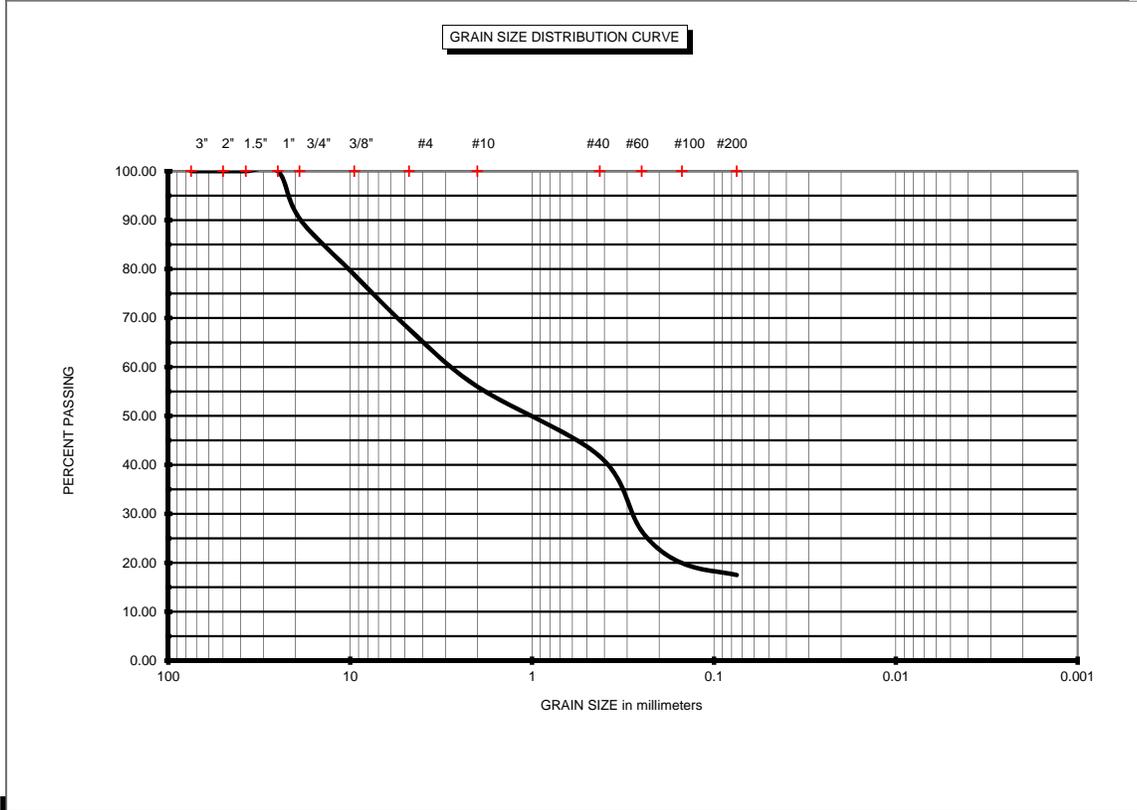
Cu = D60 / D10
 Cc = (D30)² / (D10 x D60)
 1000 um = 1 mm

tested by: J. Gonzalez computed by: S. Zhang checked by: O. Riccobono

GRAIN SIZE DATA SHEET

DATE: 7/30/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA



ASTM D 2487 Classification of Soil for Engineering Purposes		Coarse Sand	< #4 and > #10	Cu = D60 / D10
Coarse Gravel	< 3" and > 3/4"	Medium Sand	< #10 and > #40	Cc = (D30) ² / (D10 x D60)
Fine Gravel	< 3/4" and > #4	Fine Sand	< #40 and > #200	

BORING # B-1 SAMPLE # 1 Depth (feet) 0.2-2

SOIL DESCRIPTION: **Brown Silty Fine to Coarse SAND with Some Limerock Fragments (FILL; SM)**

Natural Moisture Content: **8.3%**

GRAIN SIZE DATA SHEET

DATE: 7/30/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA

Boring No. B-2
 Sample No. 7
 Depth (feet) 18-20

SOIL DESCRIPTION: Light Gray Slightly Silty Fine to Coarse SAND with Some Limestone Fragments (SP-SM)

			Tare #		Dry Wt. - Tare Wt.		
			101		227.5		
Sieve Size	Sieve Sizes	Cumulative Wt. Retained	% RETAINED	% PASSING	% PASSING TOTAL SAMPLE	WEIGHT RETAINED (Grams)	
75	75mm 3"	0.0	0.0	100	100	0.0	
50	50mm 2"	0.0	0.0	100	100	0.0	
37.5	37.5mm 1.5"	0.0	0.0	100.0	100.0	0.0	
25	25mm 1"	0.0	0.0	100.0	100.0	0.0	
19	19mm 3/4"	31.5	13.8	86.2	86.2	31.5	
9.5	9.5mm 3/8"	52.5	23.1	76.9	76.9	21.0	
4.75	4.75mm #4	72.0	31.6	68.4	68.4	19.5	
2.36	2 mm #10	97.0	42.6	57.4	57.4	25.0	
0.6	425um #40	183.0	80.4	19.6	19.6	86.0	
0.3	250um #60	201.5	88.6	11.4	11.4	18.5	
0.15	150um #100	206.0	90.5	9.5	9.5	4.5	
0.075	75um #200	208.0	91.4	8.6	8.6	2.0	
PAN	-	227.5	100.0	0.0	0.0	19.5	

NOTES: Percent passing the #200 sieve was determined by the wash method.

ASTM D 2487 Classification of Soil for Engineering Purposes

Coarse Gravel	< 3" and > 3/4"
Fine Gravel	< 3/4" and > #4

Coarse Sand	< #4 and > #10
Medium Sand	< #10 and > #40
Fine Sand	< #40 and > #200

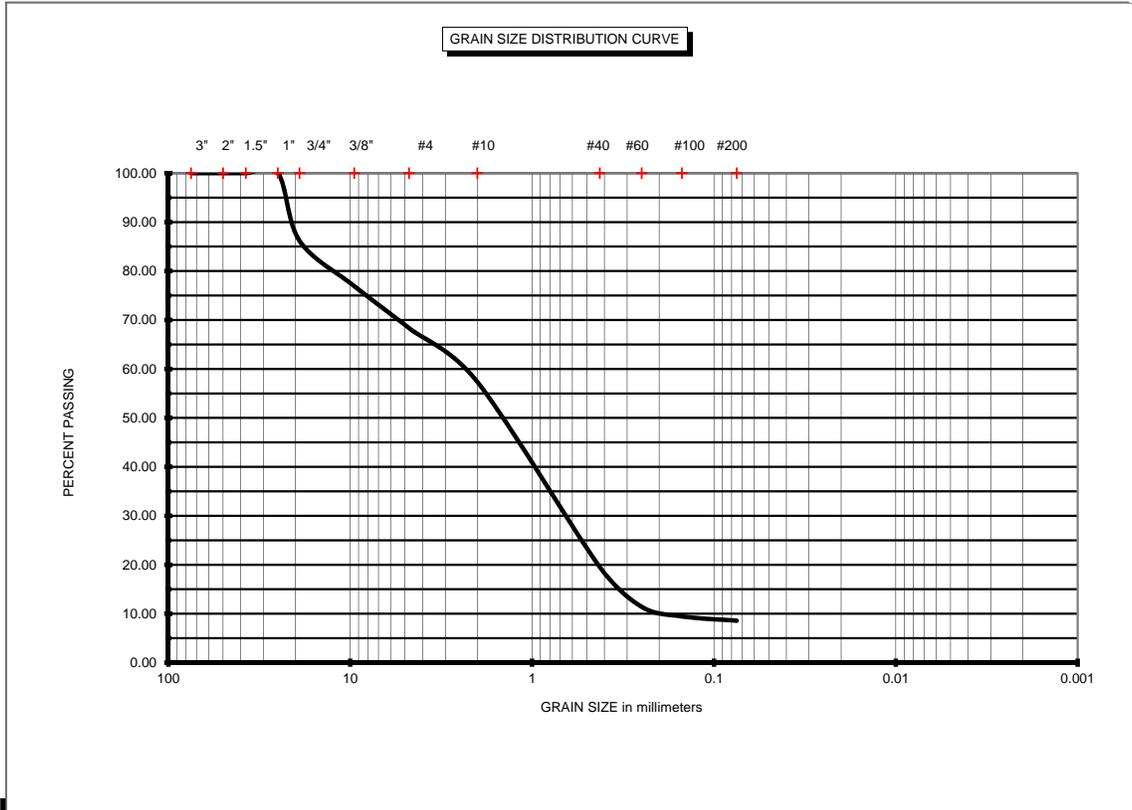
Cu = D60 / D10
 Cc = (D30)^2 / (D10 x D60)
 1000 um = 1 mm

tested by: J. Gonzalez computed by: S. Zhang checked by: O. Riccobono

GRAIN SIZE DATA SHEET

DATE: 7/30/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA



GRAIN SIZE DATA SHEET

DATE: 7/30/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA

Boring No. A-1
 Sample No. 1
 Depth (feet) 0-2

SOIL DESCRIPTION: Brown Silty Fine to Coarse SAND with Some Limerock Fragments (FILL; A-1-b)

			Tare #		Dry Wt. - Tare Wt.	
			10	271.5		
Sieve Size	Sieve Sizes	Cumulative Wt. Retained	% RETAINED	% PASSING	% PASSING TOTAL SAMPLE	WEIGHT RETAINED (Grams)
75	75mm 3"	0.0	0.0	100	100	0.0
50	50mm 2"	0.0	0.0	100	100	0.0
37.5	37.5mm 1.5"	0.0	0.0	100.0	100.0	0.0
25	25mm 1"	0.0	0.0	100.0	100.0	0.0
19	19mm 3/4"	22.5	8.3	91.7	91.7	22.5
9.5	9.5mm 3/8"	64.5	23.8	76.2	76.2	42.0
4.75	4.75mm #4	92.5	34.1	65.9	65.9	28.0
2.36	2 mm #10	127.0	46.8	53.2	53.2	34.5
0.6	425um #40	171.5	63.2	36.8	36.8	44.5
0.3	250um #60	228.0	84.0	16.0	16.0	56.5
0.15	150um #100	234.0	86.2	13.8	13.8	6.0
0.075	75um #200	236.5	87.1	12.9	12.9	2.5
PAN	-	271.5	100.0	0.0	0.0	35.0

NOTES: Percent passing the #200 sieve was determined by the wash method.

ASTM D 2487 Classification of Soil for Engineering Purposes

Coarse Gravel	< 3" and > 3/4"
Fine Gravel	< 3/4" and > #4

Coarse Sand	< #4 and > #10
Medium Sand	< #10 and > #40
Fine Sand	< #40 and > #200

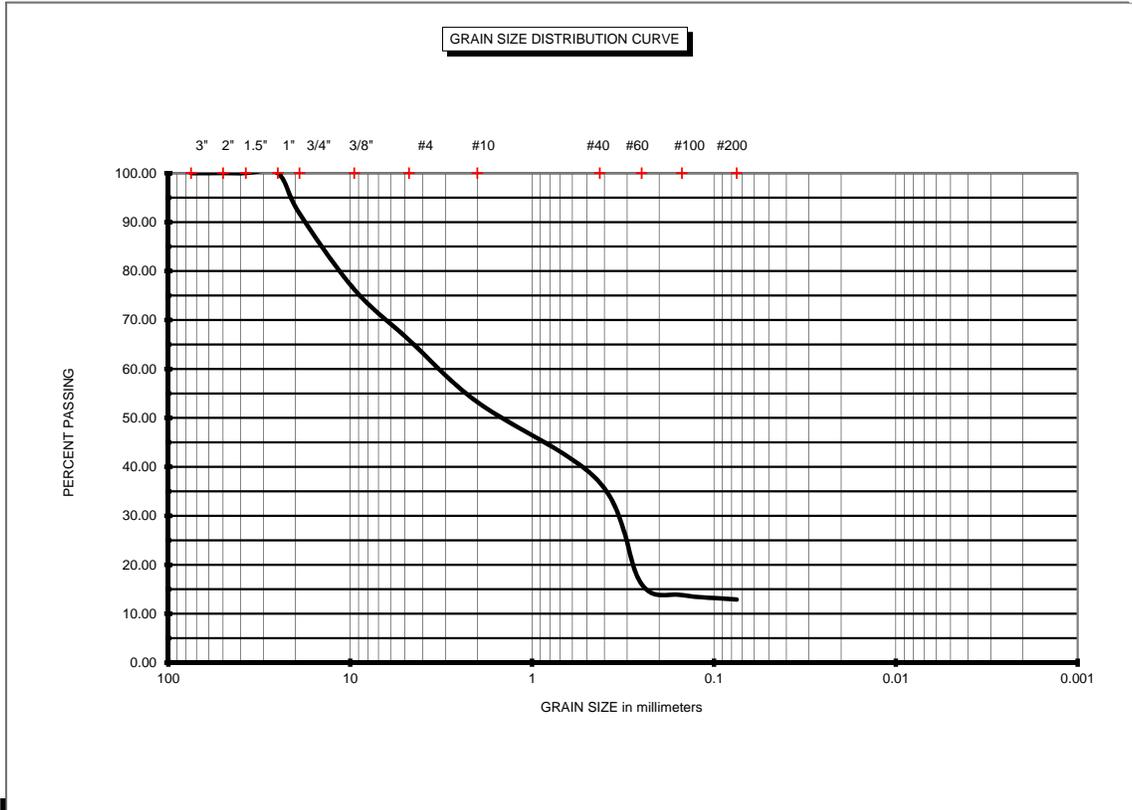
Cu = D60 / D10
 Cc = (D30)² / (D10 x D60)
 1000 um = 1 mm

tested by: J. Gonzalez computed by: S. Zhang checked by: O. Riccobono

GRAIN SIZE DATA SHEET

DATE: 7/30/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA



GRAIN SIZE DATA SHEET

DATE: 7/30/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA

Boring No. A-3
 Sample No. 3
 Depth (feet) 4-6

SOIL DESCRIPTION: Brown Fine SAND (FILL; A-3)

			Tare #		Dry Wt. -	Tare Wt.	
			54		259.0		
Sieve Size	Sieve Sizes	Cumulative Wt. Retained	% RETAINED	% PASSING	% PASSING TOTAL SAMPLE	WEIGHT RETAINED (Grams)	
75	75mm 3"	0.0	0.0	100	100	0.0	
50	50mm 2"	0.0	0.0	100	100	0.0	
37.5	37.5mm 1.5"	0.0	0.0	100.0	100.0	0.0	
25	25mm 1"	0.0	0.0	100.0	100.0	0.0	
19	19mm 3/4"	0.0	0.0	100.0	100.0	0.0	
9.5	9.5mm 3/8"	0.0	0.0	100.0	100.0	0.0	
4.75	4.75mm #4	0.0	0.0	100.0	100.0	0.0	
2.36	2 mm #10	1.0	0.4	99.6	99.6	1.0	
0.6	425um #40	22.5	8.7	91.3	91.3	21.5	
0.3	250um #60	210.0	81.1	18.9	18.9	187.5	
0.15	150um #100	243.5	94.0	6.0	6.0	33.5	
0.075	75um #200	256.5	99.0	1.0	1.0	13.0	
PAN	-	259.0	100.0	0.0	0.0	2.5	

NOTES: Percent passing the #200 sieve was determined by the wash method.

ASTM D 2487 Classification of Soil for Engineering Purposes

Coarse Gravel	< 3" and > 3/4"
Fine Gravel	< 3/4" and > #4

Coarse Sand	< #4 and > #10
Medium Sand	< #10 and > #40
Fine Sand	< #40 and > #200

Cu = D60 / D10
 Cc = (D30)² / (D10 x D60)
 1000 um = 1 mm

tested by: J. Gonzalez computed by: S. Zhang checked by: O. Riccobono

GRAIN SIZE DATA SHEET

DATE: 7/30/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA

Boring No. A-5
 Sample No. 2
 Depth (feet) 2-4

SOIL DESCRIPTION: Brown Slightly Silty Fine to Coarse SAND and Limerock Fragments (FILL; A-1-b)

		Tare #		Dry Wt. - Tare Wt.			
		16		309.5			
Sieve Size	Sieve Sizes	Cumulative Wt. Retained	% RETAINED	% PASSING	% PASSING TOTAL SAMPLE	WEIGHT RETAINED (Grams)	
75	75mm 3"	0.0	0.0	100	100	0.0	
50	50mm 2"	0.0	0.0	100	100	0.0	
37.5	37.5mm 1.5"	0.0	0.0	100.0	100.0	0.0	
25	25mm 1"	0.0	0.0	100.0	100.0	0.0	
19	19mm 3/4"	10.0	3.2	96.8	96.8	10.0	
9.5	9.5mm 3/8"	69.5	22.5	77.5	77.5	59.5	
4.75	4.75mm #4	115.0	37.2	62.8	62.8	45.5	
2.36	2 mm #10	162.0	52.3	47.7	47.7	47.0	
0.6	425um #40	213.5	69.0	31.0	31.0	51.5	
0.3	250um #60	254.5	82.2	17.8	17.8	41.0	
0.15	150um #100	259.0	83.7	16.3	16.3	4.5	
0.075	75um #200	261.0	84.3	15.7	15.7	2.0	
PAN	-	309.5	100.0	0.0	0.0	48.5	

NOTES: Percent passing the #200 sieve was determined by the wash method.

ASTM D 2487 Classification of Soil for Engineering Purposes

Coarse Gravel	< 3" and > 3/4"
Fine Gravel	< 3/4" and > #4

Coarse Sand	< #4 and > #10
Medium Sand	< #10 and > #40
Fine Sand	< #40 and > #200

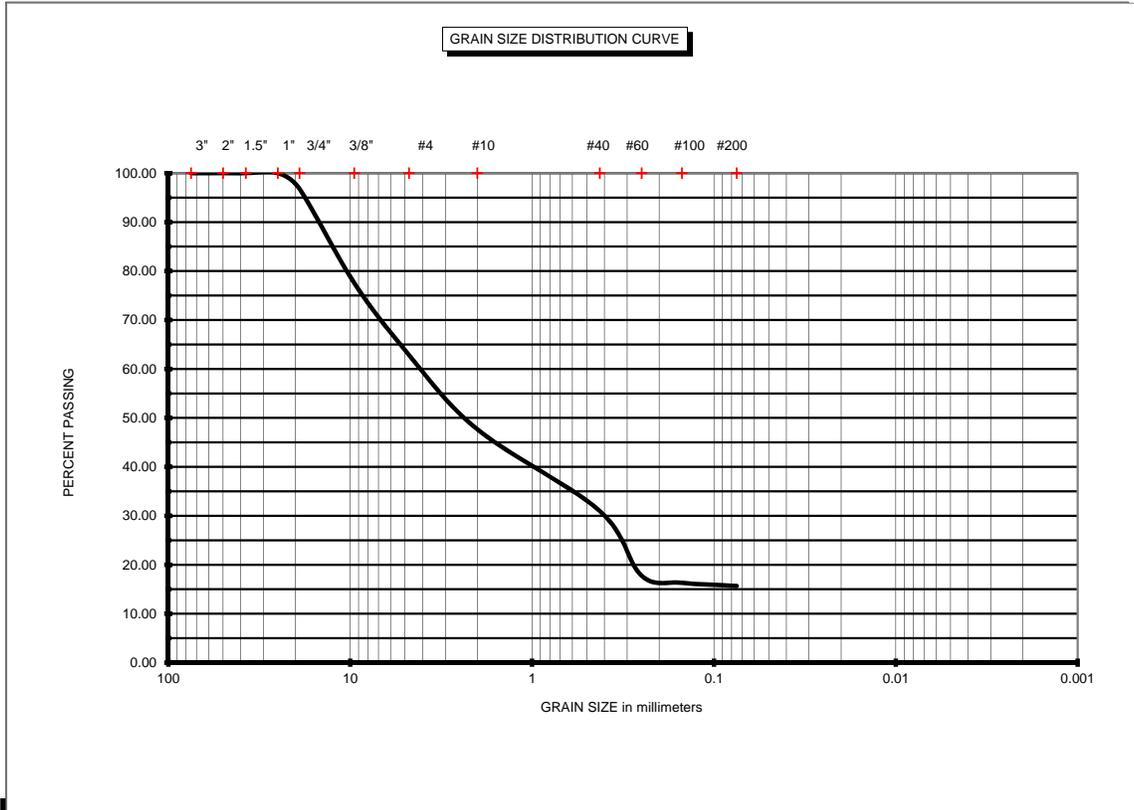
Cu = D60 / D10
 Cc = (D30)² / (D10 x D60)
 1000 um = 1 mm

tested by: J. Gonzalez computed by: S. Zhang checked by: O. Riccobono

GRAIN SIZE DATA SHEET

DATE: 7/30/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA



GRAIN SIZE DATA SHEET

DATE: 8/3/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA

Boring No. A-5
 Sample No. 3
 Depth (feet) 4.5-6

SOIL DESCRIPTION: Gray Silty Fine SAND with Some Limerock Fragments (FILL; A-2-4)

				Tare #	Dry Wt. - Tare Wt.		
				32	314.0		
Sieve Size	Sieve Sizes	Cumulative Wt. Retained	% RETAINED	% PASSING	% PASSING TOTAL SAMPLE	WEIGHT RETAINED (Grams)	
75	75mm 3"	0.0	0.0	100	100	0.0	
50	50mm 2"	0.0	0.0	100	100	0.0	
37.5	37.5mm 1.5"	0.0	0.0	100.0	100.0	0.0	
25	25mm 1"	0.0	0.0	100.0	100.0	0.0	
19	19mm 3/4"	18.0	5.7	94.3	94.3	18.0	
9.5	9.5mm 3/8"	76.0	24.2	75.8	75.8	58.0	
4.75	4.75mm #4	107.0	34.1	65.9	65.9	31.0	
2.36	2 mm #10	126.5	40.3	59.7	59.7	19.5	
0.6	425um #40	148.0	47.1	52.9	52.9	21.5	
0.3	250um #60	182.0	58.0	42.0	42.0	34.0	
0.15	150um #100	250.0	79.6	20.4	20.4	68.0	
0.075	75um #200	270.5	86.1	13.9	13.9	20.5	
PAN	-	314.0	100.0	0.0	0.0	43.5	

NOTES: Percent passing the #200 sieve was determined by the wash method.

ASTM D 2487 Classification of Soil for Engineering Purposes

Coarse Gravel	< 3" and > 3/4"
Fine Gravel	< 3/4" and > #4

Coarse Sand	< #4 and > #10
Medium Sand	< #10 and > #40
Fine Sand	< #40 and > #200

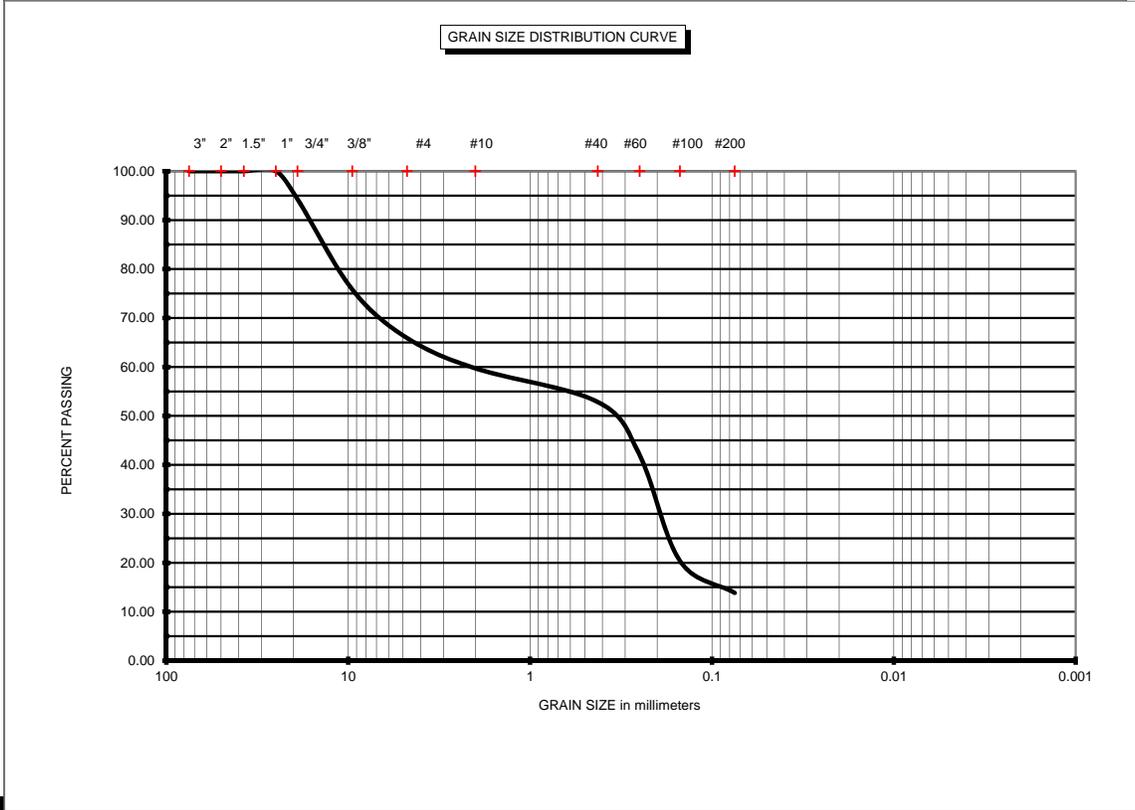
Cu = D60 / D10
 Cc = (D30)² / (D10 x D60)
 1000 um = 1 mm

tested by: J. Gonzalez computed by: S. Zhang checked by: O. Riccobono

GRAIN SIZE DATA SHEET

DATE: 8/3/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA



GRAIN SIZE DATA SHEET

DATE: 8/3/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA

Boring No. A-6
 Sample No. 1
 Depth (feet) 0.2-2

SOIL DESCRIPTION: Light Brown Silty Fine to Coarse SAND with Some Limerock Fragments (FILL; A-1-b)

			Tare #		Dry Wt. - Tare Wt.	
			11		316.0	
Sieve Size	Sieve Sizes	Cumulative Wt. Retained	% RETAINED	% PASSING	% PASSING TOTAL SAMPLE	WEIGHT RETAINED (Grams)
75	75mm 3"	0.0	0.0	100	100	0.0
50	50mm 2"	0.0	0.0	100	100	0.0
37.5	37.5mm 1.5"	0.0	0.0	100.0	100.0	0.0
25	25mm 1"	0.0	0.0	100.0	100.0	0.0
19	19mm 3/4"	18.5	5.9	94.1	94.1	18.5
9.5	9.5mm 3/8"	46.0	14.6	85.4	85.4	27.5
4.75	4.75mm #4	77.0	24.4	75.6	75.6	31.0
2.36	2 mm #10	114.5	36.2	63.8	63.8	37.5
0.6	425um #40	171.0	54.1	45.9	45.9	56.5
0.3	250um #60	235.5	74.5	25.5	25.5	64.5
0.15	150um #100	242.5	76.7	23.3	23.3	7.0
0.075	75um #200	248.5	78.6	21.4	21.4	6.0
PAN	-	316.0	100.0	0.0	0.0	67.5

NOTES: Percent passing the #200 sieve was determined by the wash method.

ASTM D 2487 Classification of Soil for Engineering Purposes

Coarse Gravel	< 3" and > 3/4"
Fine Gravel	< 3/4" and > #4

Coarse Sand	< #4 and > #10
Medium Sand	< #10 and > #40
Fine Sand	< #40 and > #200

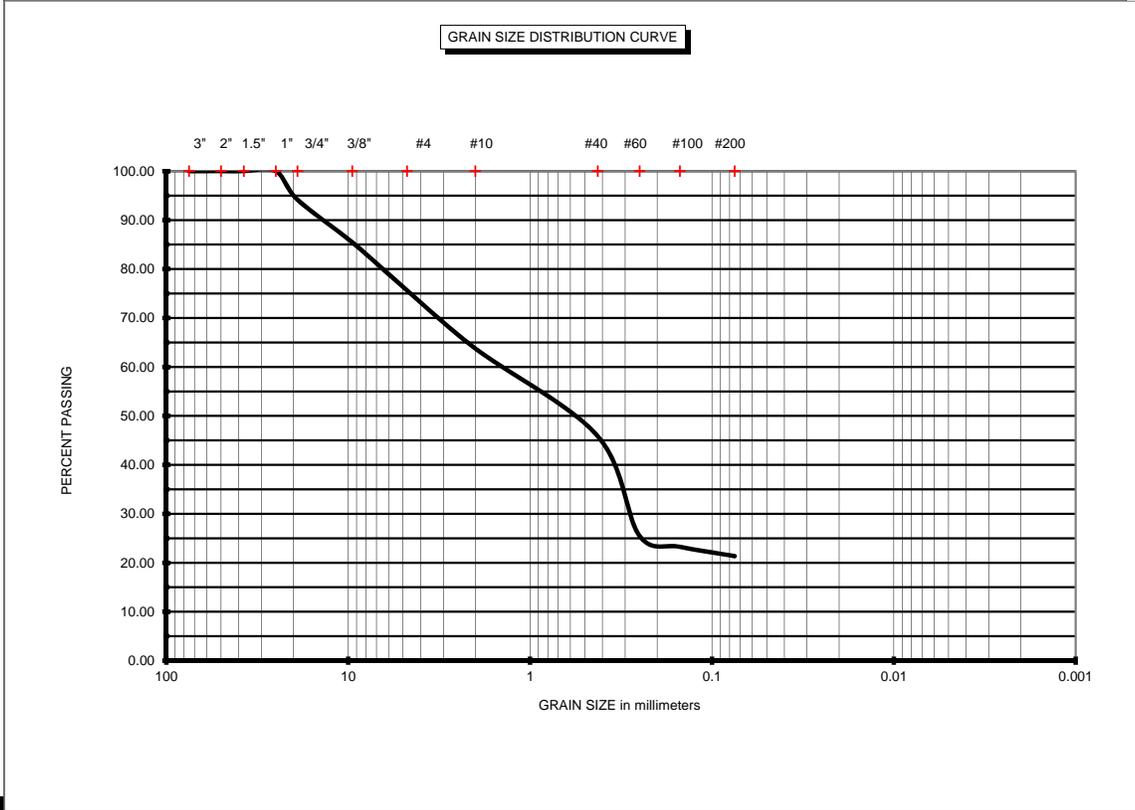
Cu = D60 / D10
 Cc = (D30)² / (D10 x D60)
 1000 um = 1 mm

tested by: J. Gonzalez computed by: S. Zhang checked by: O. Riccobono

GRAIN SIZE DATA SHEET

DATE: 8/3/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA



ASTM D 2487 Classification of Soil for Engineering Purposes		Coarse Sand	< #4 and > #10	Cu = D60 / D10
Coarse Gravel	< 3" and > 3/4"	Medium Sand	< #10 and > #40	Cc = (D30) ² / (D10 x D60)
Fine Gravel	< 3/4" and > #4	Fine Sand	< #40 and > #200	

BORING # A-6 SAMPLE # 1 Depth (feet) 0.2-2

SOIL DESCRIPTION: Light Brown Silty Fine to Coarse SAND with Some Limerock Fragments (FILL; A-1-b)

Natural Moisture Content: 8.9%

GRAIN SIZE DATA SHEET

DATE: 8/3/2014

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 GEOSOL PROJECT No. 214152
 GENERAL LOCATION: TOWN OF MEDLEY, FLORIDA

Boring No. A-10
 Sample No. 3
 Depth (feet) 4-6

SOIL DESCRIPTION: Brown Silty Fine to Coarse SAND with Little Limerock Fragments (FILL; A-2-4)

		Tare #		Dry Wt. - Tare Wt.			
		103		270.5			
Sieve Size	Sieve Sizes	Cumulative Wt. Retained	% RETAINED	% PASSING	% PASSING TOTAL SAMPLE	WEIGHT RETAINED (Grams)	
75	75mm 3"	0.0	0.0	100	100	0.0	
50	50mm 2"	0.0	0.0	100	100	0.0	
37.5	37.5mm 1.5"	0.0	0.0	100.0	100.0	0.0	
25	25mm 1"	0.0	0.0	100.0	100.0	0.0	
19	19mm 3/4"	0.0	0.0	100.0	100.0	0.0	
9.5	9.5mm 3/8"	6.0	2.2	97.8	97.8	6.0	
4.75	4.75mm #4	28.5	10.5	89.5	89.5	22.5	
2.36	2 mm #10	59.0	21.8	78.2	78.2	30.5	
0.6	425um #40	107.0	39.6	60.4	60.4	48.0	
0.3	250um #60	173.5	64.1	35.9	35.9	66.5	
0.15	150um #100	186.5	68.9	31.1	31.1	13.0	
0.075	75um #200	192.0	71.0	29.0	29.0	5.5	
PAN	-	270.5	100.0	0.0	0.0	78.5	

NOTES: Percent passing the #200 sieve was determined by the wash method.

ASTM D 2487 Classification of Soil for Engineering Purposes

Coarse Gravel	< 3" and > 3/4"
Fine Gravel	< 3/4" and > #4

Coarse Sand	< #4 and > #10
Medium Sand	< #10 and > #40
Fine Sand	< #40 and > #200

Cu = D60 / D10
 Cc = (D30)² / (D10 x D60)
 1000 um = 1 mm

tested by: J. Gonzalez computed by: S. Zhang checked by: O. Riccobono

ORGANIC CONTENT TEST RESULTS (ASTM D-2974)

PROJECT NAME: NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
LOCATION: TOWN OF MEDLEY, FLORIDA
PROJECT No.: 214152
DATE: 8/3/2014

Boring No.	B-3	A-2	A-8	A-4
Sample No.	1	1	1	1
Sample Depth (Feet)	0-0.2	0-0.5	0-0.2	0-0.2
Crucible No.	SN	BN	BO	BN
Weight of Crucible and Oven-Dried Sample (grams)	57.5	89.0	97.0	91.5
Weight of Crucible and Sample after Ignition (grams)	54.5	85.5	91.5	84.0
Weight of Crucible (grams)	28.0	66.0	57.0	66.0
Weight of Oven-Dried Soil (grams)	29.5	23.0	40.0	25.5
Weight Loss due to Ignition (grams)	3.0	3.5	5.5	7.5
Percent Organics (%)	10.2	15.2	13.8	29.4

ANALYTICAL RESULTS

Project: Town of Medley

Pace Project No.: 35147412

Sample: A-2 **Lab ID: 35147412001** Collected: 07/22/14 17:00 Received: 07/23/14 16:30 Matrix: Water

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
4500H+ pH, Electrometric		Analytical Method: SM 4500-H+B							
Temperature, Water (C)	25.0	deg C	0.010	0.010	1		07/29/14 11:55		
pH at 25 Degrees C	7.7	Std. Units	0.10	0.10	1		07/29/14 11:55		Q
Resistivity		Analytical Method: EPA 120.1 Resistivity							
Resistivity	1870	ohms-cm			1		07/28/14 13:30		
9056 IC Anions		Analytical Method: EPA 9056							
Chloride	12.5U	mg/L	25.0	12.5	5		07/29/14 01:35	16887-00-6	
Sulfate	12.5U	mg/L	25.0	12.5	5		07/29/14 01:35	14808-79-8	

REPORT OF LABORATORY ANALYSIS

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APPENDIX “C”

Table 4 – Summary of Constant Head Exfiltration Test Results
Schematics of SFWMD’s Usual Open-Hole Exfiltration Test Procedures

TABLE 4 - SUMMARY OF CONSTANT HEAD EXFILTRATION TEST RESULTS

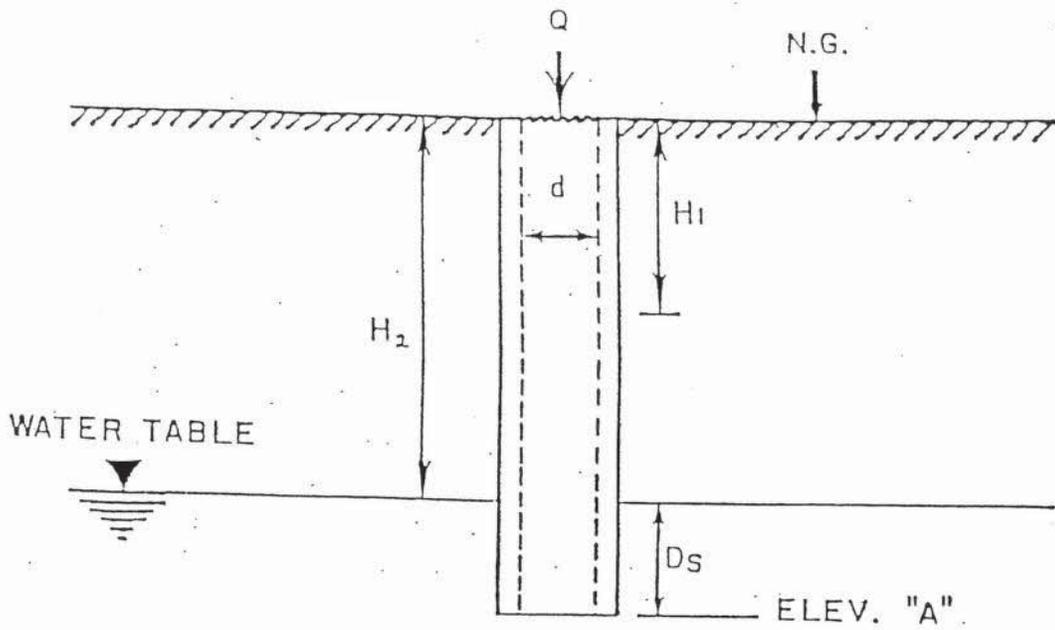
**NW 79TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
 BETWEEN NW 77TH STREET AND NW 79TH PLACE
 TOWN OF MEDLEY, FLORIDA
 GEOSOL PROJECT No. 214152**

Test No.	Boring No.	Date Performed	Diameter		Depth of Hole (Feet)	Depth to Groundwater Level Below Ground Surface (Feet)		SATURATED HOLE DEPTH Ds (Feet)	Corrected Depth of Hole (Feet)	Average Flow Rate (gpm)	K, Hydraulic Conductivity (cfs/ft ² -Ft Head)
			Casing (Inches)	Hole (Inches)		Prior to Test	During Test				
			P-1	B-1		07/23/14	6.00	6.75	15	1.8	1.00
P-2	B-2	07/22/14	6.00	6.75	15	3.2	2.00	11.80	13.00	10.4	8.71E-04
P-3	B-3	07/22/14	6.00	6.75	15	3.8	2.80	11.20	12.20	11.0	1.17E-03

NOTES:

- (1) The above hydraulic conductivity values are for a French drain installed to the same depth as the borehole tests. The values represent an ultimate value. The designer should decide on the required factor of safety.
- (2) The hydraulic conductivity values were calculated based on the South Florida Water Management District's USUAL OPEN HOLE CONSTANT HEAD EXFILTRATION test procedure as shown on the following page.
- (3) The diameter of the HOLE was used in the computation of the hydraulic conductivity values presented in the above table.
- (4) A Standard Penetration Test (SPT) boring was performed at each exfiltration test location. Refer to the Report of Core Boring profiles for subsurface stratification information.

USUAL OPEN - HOLE TEST



$$K = \frac{4Q}{\pi d(2H_2^2 + 4H_2D_S + H_2d)}$$

K = HYDRAULIC CONDUCTIVITY (CFS/FT.¹-FT. HEAD)

Q = "STABILIZED" FLOW RATE (CFS)

d = DIAMETER OF TEST HOLE (FEET)

H₂ = DEPTH TO WATER TABLE (FEET)

D_S = SATURATED HOLE DEPTH (FEET)

ELEV. "A" = PROPOSED TRENCH BOTTOM ELEV.

H₁ = AVERAGE HEAD ON UNSATURATED HOLE SURFACE (FT. HEAD)