

ITB 2016-001
TOWN OF MEDLEY
WATER & SEWER DEPARTMENT



GENERAL CONTRACT FOR
SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND
TESTING SERVICES

PROJECT MANUAL

TOWN COUNCIL

Mayor: Roberto Martell
Vice Mayor: Jack Morrow
Council: Griselia DiGiacomo
Edgar Ayala
Susana Gausch

TOWN ADMINISTRATION

Utilities Director: Jorge Soto
Town Engineer: Jorge E. Corzo, PE, CFM

JANUARY 2016

Medley Project No.: WS-0112
Snubbs Project No.: 1401-006



SNUBBS CONSULTING INC.
Engineers-Surveyors-Planners
7911 NW 72 AVE, Suite 206, Medley, FL 33166
305.885.6400 www.snubbs.com

SECTIONS

PROJECT DESCRIPTION	SECTION 1
NOTICE OF AWARD	SECTION 2
INVITATION TO BID	SECTION 3
PART 1 – GENERAL BID INFORMATION	SECTION 4
PART 2 – BID DOCUMENTS, FORMS & CONTRACT	SECTION 5
PART 3 – GENERAL CONDITIONS	SECTION 6
PART 4 – TECHNICAL SPECIFICATIONS	SECTION 7
PROJECT 1 CONSTRUCTION DRAWINGS	SECTION 8



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

GENERAL CONTRACT FOR SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND TESTING SERVICES:

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction and/or maintenance to the Town of Medley sanitary sewer system in accordance with the Contract Documents and as described in the Drawings, General Notes, and Technical Specifications.

Work includes, but is not limited to, construction, maintenance, assessment, and rehabilitation of the Town of Medley Sanitary Sewer System. Construction shall include: all activities related to new construction and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior construction. Maintenance shall include: all activities related to the assessment, cleaning and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior to work. The forgoing is herein referred to as the "Project" or the "Work", as shown on this Project Manual.

INSERT NOTICE OF AWARD HERE



TOWN OF MEDLEY, FLORIDA

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

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

www.townofmedley.com

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: _____ BID No.: _____

BIDS WILL BE OPENED 3:00 P.M. (EST), March 03, 2016 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: _____



TOWN OF MEDLEY, FLORIDA

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:

ITB 2016-001

General Contract for Sanitary Sewer System Construction, Repair and Testing Services

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction and/or maintenance to the Town of Medley sanitary sewer system in accordance with the Contract Documents and as described in the Drawings, General Notes, and Technical Specifications.

Work includes, but is not limited to, construction, maintenance, assessment, and rehabilitation of the Town of Medley Sanitary Sewer System. Construction shall include: all activities related to new construction and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior construction. Maintenance shall include: all activities related to the assessment, cleaning and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior to work. The forgoing is herein referred to as the "Project" or the "Work", as shown on this Project Manual.

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 March 03, 2016. A public opening will take place at or before 3:05 p.m. at the Town Clerk's office 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 Pre-Submittal Conference will be held on February 17 , 2016 at 11:00am in the Town Council Chambers at the Medley Municipal Services Facility, 7777 N.W. 72nd Avenue, Medley, Florida 33166. The purpose of the Pre-Submittal Conference is to discuss the contents of this Invitation to Bid and Bidder's inquires.

Copies of the ITB, 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 ITB 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 4 day of February, 2016

Herlina Taboada, Town Clerk

TABLE OF CONTENTS

PART 1

SECTION I INSTRUCTIONS TO BIDDERS..... 5

1. DEFINED TERMS 5

2. COPIES OF BIDDING DOCUMENTS..... 5

3. QUALIFICATIONS OF BIDDERS 5

4. EXAMINATION OF BID DOCUMENTS..... 6

5. SPECIFICATIONS 6

6. BID FORMS..... 6

7. MODIFICATION AND WITHDRAWL OF BIDS..... 7

8. REJECTION OF BIDS 7

9. OPENING OF BIDS 8

10. BIDS TO REMAIN OPEN 8

11. AWARD OF CONTRACT..... 8

12. INSURANCE..... 10

13. PUBLIC ENTITY CRIMES INFORMATION STATEMENT..... 12

14. CONTRACT TIME..... 13

15. SAFETY 13

16. WARRANTIES 14

17. RISK OF LOSS 15

18. PERMITS, FEES AND NOTICES..... 15

19. DELAYS AND EXTENSIONS OF TIME 15

20. DEFAULT..... 15

21. TERMINATION FOR CONVENIENCE OF THE TOWN 16

22. ASSIGNMENT 16

23. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS 16

24. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION..... 16

25. BID SECURITY..... 16

26. PAYMENT AND PERFORMANCE BONDS..... 17

27. INDEMNIFICATION 18

28. TAXES..... 18

29. INSPECTION AND AUDIT RIGHTS 18

30.	CONFLICT OF INTEREST	18
31.	NON-COLLUSIVE AFFIDAVIT	19
41.	SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS	21
SECTION II	CONSTRUCTION SERVICES - GENERAL CONDITIONS.....	25
1.	DEFINITIONS	25
2.	ACRONYMS	30
SECTION III	PRELIMINARY MATTERS.....	31
1.	DELIVERY OF BONDS AND INSURANCE.....	31
2.	COMMENCEMENT OF CONTRACT TIME; EFFECTIVE DATE; NOTICE TO PROCEED.....	31
3.	PRECONSTRUCTION CONFERENCE	31
4.	FINALIZING SCHEDULES.....	31
SECTION IV	CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE.....	32
1.	ENTIRE CONTRACT	32
2.	INTENT.....	32
3.	CONFLICT, ERROR OR DISCREPANCY	32
4.	AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS.....	32
5.	SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS	32
6.	REUSE OF DOCUMENTS	33
SECTION V	AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS	33
1.	AVAILABILITY OF LANDS	33
2.	PHYSICAL CONDITIONS.....	33
3.	REFERENCE POINTS	34
4.	HAZARDOUS ENVIRONMENTAL CONDITIONS.....	34
SECTION VI	CONTRACTOR'S RESPONSIBILITIES.....	35
1.	SUPERVISION AND SUPERINTENDENCE.....	35
2.	RESIDENT SUPERINTENDENT	36
3.	LABOR, MATERIALS AND EQUIPMENT	36
4.	SUBSTITUTES OR "OR EQUAL" ITEMS	37
5.	CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHERS.....	38
6.	PATENT FEES AND ROYALTIES	38
7.	PERMITS	38
8.	LAWS AND REGULATIONS.....	38
9.	TAXES.....	39
10.	USE OF PREMISES	39

11. RECORD DOCUMENTS.....	39
12. SAFETY AND PROTECTION.....	39
13. EMERGENCIES.....	41
14. CONTINUING THE WORK.....	42
15. INDEMNIFICATION.....	42
16. LIABILITY FOR USE OF WORK FOR INTENDED PURPOSES.....	43
SECTION VII OTHER WORK.....	43
1. RELATED WORK AT SITE.....	43
SECTION VIII THE TOWN'S RESPONSIBILITIES.....	44
SECTION IX CEI'S STATUS DURING CONSTRUCTION.....	44
1. THE TOWN'S REPRESENTATIVE.....	44
2. VISITS TO SITE.....	44
3. TECHNICAL CLARIFICATIONS AND INTERPRETATIONS.....	44
4. AUTHORIZED VARIATIONS IN WORK.....	45
5. REJECTING DEFECTIVE WORK.....	45
6. DECISIONS ON DISPUTES.....	45
7. CHANGE ORDERS.....	45
8. DETERMINATIONS FOR UNIT PRICE WORK.....	46
9. DECISION ON REQUIREMENTS OF CONTRACT DOCUMENTS AN ACCEPTABILITY OF WORK.....	46
10. LIMITATIONS ON CEI'S RESPONSIBILITIES.....	46
SECTION X CHANGES IN THE WORK.....	47
SECTION XI CHANGE OF CONTRACT PRICE.....	48
1. GENERAL.....	48
2. COST OF THE WORK.....	49
3. NOT INCLUDED IN THE COST OF THE WORK.....	50
4. CONTRACTOR'S FEE.....	50
5. COST BREAKDOWN REQUIRED.....	51
SECTION XII CONTRACT TIME.....	51
1. COMMENCEMENT.....	51
2. CHANGE OF CONTRACT TIME.....	51
3. LIQUIDATED DAMAGES.....	52
SECTION XIII WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....	53

1.	WARRANTY AND GUARANTEE	53
2.	ACCESS TO WORK.....	53
3.	TESTS AND INSPECTION.....	53
4.	UNCOVERING THE WORK	53
5.	THE TOWN MAY STOP THE WORK.....	54
6.	CORRECTION OR REMOVAL OF DEFECTIVE WORK.....	54
7.	ONE YEAR CORRECTION PERIOD	54
SECTION XIV PAYMENTS TO CONTRACTOR AND COMPLETION		55
1.	SCHEDULE OF VALUES	55
2.	APPLICATION FOR PROGRESS PAYMENT	55
3.	CONTRACTOR'S WARRANTY OF TITLE.....	55
4.	REVIEW OF APPLICATIONS FOR PROGRESS PAYMENTS	55
5.	GROUNDS FOR REFUSAL	55
6.	FINAL APPLICATION FOR PAYMENT	56
7.	FINAL PAYMENT AND ACCEPTANCE	57
8.	CONTRACTOR'S CONTINUING OBLIGATION.....	57
9.	WAIVER OF CLAIMS.....	57
10.	THE TOWN MAY SUSPEND WORK.....	58
11.	THE TOWN MAY TERMINATE	58
12.	TERMINATION FOR CONVENIENCE OF THE TOWN	59
13.	TERMINATION BY CONTRACTOR.....	59
SECTION XV NOTICES & COMPUTATION OF TIME		60
1.	GIVING NOTICE.....	60
2.	COMPUTATION OF TIME	60
SECTION XVI MISCELLANEOUS		61
SECTION XVII BONDS AND INSURANCE		61
1.	CONSTRUCTION, PAYMENT AND PERFORMANCE BONDS	61
2.	BONDS, REDUCTION AFTER FINAL PAYMENT.....	62
3.	DUTY TO SUBSTITUTE SURETY	62
4.	INSURANCE.....	62
5.	THE TOWN'S LIABILITY AND INSURANCE.....	62

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 irresponsible 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.

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.

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 TBD per contract consecutive calendar days for Substantial Completion and TBD per contract 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 (amount TBD) will be required for each individual 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) 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 120 days after the date of the Bid opening, upon

the demand of any Bidder at anytime thereafter, provided that it has not been notified of the acceptance of its Bid. Bid Security of all other Bidders will be returned within seven (7) days after the Bid opening. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of its power of attorney authorizing him/her to do so.

25.3 The Bid Security filed with the Bid shall, at the option of the Town, be forfeited in its entirety to the Town as liquidated damages if the Bidder to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) days of written notice by the Town.

26. PAYMENT AND PERFORMANCE BONDS

26.1 Within fifteen (15) days after the Contract Award, but in any event prior to commencing Work, the Successful Bidder shall execute and furnish to the Town a Performance Bond and a Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No, 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223,10, Section 223.11). Further, the surety company shall provide the Town with evidence satisfactory to the Town, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: Financial Stability -A Financial size -VIII.

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

26.3 Such Bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said Bonds reduced after final payment to an amount equal to twenty-five percent (25%) of the Contract Price, or an additional Bond shall be conditioned that the Successful Bidder correct any defective or faulty Work or material which appear within one (1) year after Final Completion of the Contract, upon notification by the Town.

27. INDEMNIFICATION

27.1 The parties agree that one percent (1%) of the total compensation paid to Successful Bidders for the Work of the Contract shall constitute specific consideration to Successful Bidder for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations of the Successful Bidder or its Subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the contract.

27.2 Successful Bidder agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

27.3 Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

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

28. TAXES

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

29. INSPECTION AND AUDIT RIGHTS

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

30. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent

who is also a public officer or employee of the Town or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

31. NON-COLLUSIVE AFFIDAVIT

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

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

33. EXAMINATION OF DOCUMENTS AND WORK SITE. Bidders shall examine existing site(s) and surrounding areas, including but not limited to subsurface and soil conditions, utilities, and streets to determine all conditions that will affect the Work and become familiar with the nature and extent of Work to be performed and local conditions that may affect the Work.

33.1 The Bidding Documents were prepared to present an essentially accurate representation of existing conditions, interpreted from available information on site. The Bidder is not relieved, however, of the responsibility of becoming fully informed as to existing conditions at the site.

33.2 Bidders shall thoroughly examine the Bidding Documents, Plans and Specifications 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

BID 2016-001

PROJECT DESCRIPTION:

GENERAL CONTRACT FOR SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND TESTING SERVICES

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction and/or maintenance to the Town of Medley sanitary sewer system in accordance with the Contract Documents and as described in the Drawings, General Notes, and Technical Specifications.

Work includes, but is not limited to, construction, maintenance, assessment, and rehabilitation of the Town of Medley Sanitary Sewer System. Construction shall include: all activities related to new construction and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior construction. Maintenance shall include: all activities related to the assessment, cleaning and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior to work. The forgoing is herein referred to as the "Project" or the "Work", as shown on this Project Manual.

SCHEDULE OF EVENTS

It is important that Bidder agrees and fully understands that time is of the essence in completing the following schedule of events, pertaining to the requirements of this Bid, prior to the issuance of the Notice to Proceed.

The tentative schedule of events, relative to the Bid shall be as follows:

Event	Description	Date
1.	Advertisement for Bids	02/04/16
2.	Pre-Bid Conference	02/17/16
3.	Last day for Bid Questions	02/28/16
4.	Bid Opening	03/03/16
5.	Award of Project by Town Council	03/28/16
6.	Award Notice to Contractor	03/31/16
7.	Contract Documents Execution	04/18/16
8.	Final approval Town Attorney/Mayor	04/21/16

PROJECT 01: CEMEX SEWER EXTENSION
Medley Project No.: WS-0112

Description

- Notice to Proceed to Contractor
- Substantial Completion
- Final Completion

Date

05/06/16

08/04/16

08/30/16

SECTION II CONSTRUCTION SERVICES - GENERAL CONDITIONS

1. DEFINITIONS

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

1.1 **Addenda** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents or the Contract Documents.

1.2 **Agreement** - The written instrument which is evidence of the agreement between the Town and Contractor covering the Work.

1.3 **Application for Payment** - The form accepted by CEI which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

1.4 **Asbestos** - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6 **Bidder** - The individual or entity who submits a Bid directly to the Town.

1.7 **Bidding Documents** - The Bidding Requirements and the proposed Contract Documents (including all Addenda.)

1.8 **Bidding Requirements** - The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

1.9 **Bonds** - Bid, Performance and Payment Bonds and other instruments of security.

1.10 **Change Order** - A document recommended by Contractor, CEI, or the Town which is signed by Contractor, CEI and the Town and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

1.11 **Claim** - A demand or assertion by the Town or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

1.12 **Contract** - The written Contract between the Town and Contractor covering the Work to be performed including other Contract Documents that are attached to the Contract or made a part thereof.

1.13 **Contract Administrator** - The Town's Contract Administrator shall mean the individual appointed by the Mayor who shall be the Town's authorized representative to coordinate, direct, and review all matters related to the Project on behalf of the Town.

1.14 **Contract Documents** - The Contract Documents consist of 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, Supplementary Conditions, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the contract.

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

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

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

1.18 **Construction Engineering and Inspection Services Company (CEI)** - The person, firm or corporation 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 Contact Time will commence.

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

1.25 **Engineer of Record (EOR)** - A Florida professional 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 as standard conditions or temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

1.37 **Progress Schedule** - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

1.38 **Project** - The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

1.39 **Project Manual** - The bound documentary information prepared for bidding and constructing the Work. This shall include the Contract Documents, Drawings, Technical Specifications, and any other set of documents required for completion of the Work. A full listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables(s) of contents.

1.40 **Radioactive Material** - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq) as amended from time to time.

1.41 **Resident Project Representative** - The authorized representative of 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 Contractor's expense.

2. PHYSICAL CONDITIONS

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

- A. The Town and/or EOR 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 and subject to the limitations set forth in Section 768.28(5), Florida Statutes, the Town shall indemnify and hold harmless Contractor, Subcontractors, 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, provided that such Hazardous Environmental Condition:

- A. Was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and
- B. Was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this paragraph shall obligate the Town to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

4.4 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 sites 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 may be 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 a 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 Thousand Dollars (\$20,000.00) must be authorized and approved by the Town prior to their issuance. Any individual Change Order which increases the cost of the Work to the Town by an amount which exceeds Twenty Thousand Dollars (\$20,000.00) 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 persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same maybe revised from time to time.
- G. If Contractor disregards laws or regulations of any public body having jurisdiction.
- H. If Contractor disregards the authority of 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 or other public authority for a period of more than ninety (90) days through no act or fault of Contractor or of anyone employed by him/her, or if 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.

TABLE OF CONTENTS

PART 2

BID FORM..... 4

BID PROPOSAL..... 8

BID PROPOSAL FOR BID NO. 2016-001..... 8

PART 1: REPAIR AND TESTING SERVICES..... 8

BID PROPOSAL FOR BID NO. 2016-001..... 9

PART 1: REPAIR AND TESTING SERVICES..... 9

BID PROPOSAL FOR BID NO. 2016-001..... 10

PART 1: REPAIR AND TESTING SERVICES..... 10

BID PROPOSAL FOR BID NO. 2016-001..... 11

PART 1: REPAIR AND TESTING SERVICES..... 11

BID PROPOSAL FOR BID NO. 2016-001..... 12

PART 1: REPAIR AND TESTING SERVICES..... 12

BID PROPOSAL FOR BID NO. 2016-001..... 13

BID PROPOSAL FOR BID NO. 2016-001..... 14

BID PROPOSAL FOR BID NO. 2016-001..... 15

BID PROPOSAL FOR BID NO. 2016-001..... 16

BID PROPOSAL FOR BID NO. 2016-001..... 17

NOTICE TO ALL BIDDERS..... 18

LIST OF MAJOR SUB-CONTRACTORS 19

LIST OF SUBCONTRACTORS 20

GENERAL INFORMATION REQUIRED OF BIDDER..... 21

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY..... 22

DRUG-FREE WORKPLACE PROGRAM..... 23

BIDDER’S CERTIFICATION 24

BIDDER’S CERTIFICATION 25

CERTIFIED RESOLUTION..... 27

CERTIFICATE OF INSURANCE..... 28

NON-COLLUSIVE AFFIDAVIT..... 31

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM..... 33

QUALIFICATION STATEMENT 35

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS	38
TRENCH SAFETY ACT COMPLIANCE.....	39
REFERENCES	40
BID BOND.....	41
NOTICE OF AWARD.....	43
FORM OF PERFORMANCE BOND	45
FORM OF PAYMENT BOND	48
CERTIFICATE AS TO CORPORATE PRINCIPAL	50
NOTICE TO PROCEED.....	60
CONTRACT FOR CONSTRUCTION.....	62

THIS PAGE INTENTIONALLY LEFT BLANK

BID FORM

FOR BID NO. 2016-001

GENERAL CONTRACT FOR SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND TESTING SERVICES

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 BID NO. 2016-001

SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND TESTING SERVICES

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

BID PROPOSAL FOR BID NO. 2016-001 PART 1: REPAIR AND TESTING SERVICES					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1-01	Smoke Testing	LF	300		
1-02	Sewer Main Cleaning and TV Inspection, 8"-12"	LF	300		
1-03	Sewer Main Cleaning and TV Inspection, 15"-24"	LF	300		
1-04	Sewer Lateral Cleaning and TV Inspection From Main, <30'	EA	1		
1-05	Sewer Lateral Cleaning and TV Inspection From Main, >30'	LF	25		
1-06	Sewer Lateral Cleaning and TV Inspection From Cleanout, <30'	EA	1		
1-07	Sewer Lateral Cleaning and TV Inspection From Cleanout, <30'	LF	25		
1-08	Mechanical Root Or Grease Removal, <12"	LF	300		
1-09	Mechanical Root Or Grease Removal, 15"-24"	LF	300		

**BID PROPOSAL FOR BID NO. 2016-001
PART 1: REPAIR AND TESTING SERVICES**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1-10	Mechanical Tuberculation/Concrete Removal, <12"	LF	300		
1-11	Mechanical Tuberculation/Concrete Removal, 15"-24"	LF	300		
1-12	Point Repair, Sewer Line, 6"-10", <6' Depth	EA	1		
1-13	Point Repair, Sewer Line, 6"-10", 6'-8' Depth	EA	1		
1-14	Point Repair, Sewer Line, 6"-10", 6'-12' Depth	EA	1		
1-15	Point Repair, Sewer Line, 6"-10", 12'-16' Depth	EA	1		
1-16	Point Repair, Sewer Line, 12"-18", <8' Depth	EA	1		
1-17	Point Repair, Sewer Line, 12"-18", 8'-12' Depth	EA	1		
1-18	Point Repair, Sewer Line, 12"-18", 12'-16' Depth	EA	1		
1-19	Point Repair, Sewer Line, 18"-24", <8' Depth	EA	1		
1-20	Point Repair, Sewer Line, 18"-24", 8'-12' Depth	EA	1		
1-21	Point Repair, Sewer Line, 18"-24", 12'-16' Depth	EA	1		

**BID PROPOSAL FOR BID NO. 2016-001
PART 1: REPAIR AND TESTING SERVICES**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1-22	Pipe Lining, 6"	LF	300		
1-23	Pipe Lining, 8"	LF	300		
1-24	Pipe Lining, 10"	LF	300		
1-25	Pipe Lining, 12"	LF	300		
1-26	Exploratory Excavation In Grass, <5'	EA	1		
1-27	Exploratory Excavation In Asphalt Or Concrete, <5'	EA	1		
1-28	Exploratory Excavation, >5'	VF	10		
1-29	Bypass Pumping, 6"-12" Sewer	EA	1		
1-30	Cleanout Installation In Grass Area, <5' Depth	EA	1		
1-31	Cleanout Installation In Asphalt Area, <5' Depth	EA	1		
1-32	Cleanout Installation In Concrete Area, <5' Depth	EA	1		
1-33	Cleanout Installation, >5' Depth	EA	1		

**BID PROPOSAL FOR BID NO. 2016-001
PART 1: REPAIR AND TESTING SERVICES**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1-34	Cleanout Installation, Open Trench	EA	1		
1-35	Realign, Grout And Seal Manhole Casting	EA	1		
1-36	Install Manhole Chimney Seal	EA	1		
1-37	Seal Visible Infiltration Through Manhole Wall, Bench, And Invert (Brick Manhole)	EA	1		
1-38	Seal Visible Infiltration Through Manhole Wall, Bench, And Invert (Concrete Manhole)	EA	1		
1-39	Repair Manhole Bench And Invert	EA	1		
1-40	Replace Manhole Frame And Cover	EA	1		
1-41	Install Cementitious Manhole Liner For Precast Manhole	VF	10		
1-42	Install Cementitious Manhole Liner For Brick Manhole	VF	10		
1-43	Install Cementitious Manhole Liner With Polymeric Overlay For Precast Manhole	VF	10		
1-44	Install Cementitious Manhole Liner With Polymeric Overlay For Brick Manhole	VF	10		
1-45	Install Urethane Seal For Manhole	EA	1		

**BID PROPOSAL FOR BID NO. 2016-001
PART 1: REPAIR AND TESTING SERVICES**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1-46	Bid Bond	%			
1-47	Performance Bond	%			
1-48	Payment Bond	%			
Total					

Mobilization per project will be limited to 15% of the total of each assigned project. Maintenance of traffic per project will be limited to 7.5% of the total of each assigned project.

Name of Bidder

Signature of Bidder

SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND TESTING SERVICES

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

BID PROPOSAL FOR BID NO. 2016-001 PART 2: NEW CONSTRUCTION SERVICES					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
2-01	Furnish And Install Conflict Manhole	EA	1		
2-02	Install New Sewer Manhole, Standard Precast Concrete, 48", <4' Depth	EA	1		
2-03	Install New Sewer Manhole, Standard Precast Concrete, 48", 4'-6' Depth	EA	1		
2-04	Install New Sewer Manhole, Standard Precast Concrete, 48", 6'-8' Depth	EA	1		
2-05	Install New Sewer Manhole, Standard Precast Concrete, 48", 8'-10' Depth	EA	1		
2-06	Install New Sewer Manhole, Standard Precast Concrete, 48", 10'-12' Depth	EA	1		
2-07	Install New Sewer Manhole, Standard Precast Concrete, 48", 12'-16' Depth	EA	1		
2-08	Install New Drop Connection Precast Concrete 48" Sewer Manhole	EA	1		
2-09	Install New Drop Connection Cast-In-Place Concrete 48" Sewer Manhole	VF	10		
2-10	Furnish And Install Sewer Main, 8" Or Less	LF	300		
2-11	Furnish And Install Sewer Main, 10"	LF	300		
2-12	Furnish And Install Sewer Main, 12"	LF	300		

**BID PROPOSAL FOR BID NO. 2016-001
PART 2: NEW CONSTRUCTION SERVICES**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
2-13	Furnish And Install Sewer Main, 15"	LF	300		
2-14	Furnish And Install Sewer Main, 18" Or More	LF	300		
2-15	Furnish And Install Sewer Lateral, 4"	LF	300		
2-16	Furnish And Install Sewer Lateral, 6"	LF	300		
2-17	Furnish And Install Sewer Lateral, 8"	LF	300		
2-18	Furnish And Install Sewer Force Main, 6" Or Less	LF	300		
2-19	Furnish And Install Sewer Force Main, 8"	LF	300		
2-20	Furnish And Install Sewer Force Main, 10"	LF	300		
2-21	Furnish And Install Sewer Force Main, 12"	LF	300		
2-22	Furnish And Install Sewer Force Main, 15" Or More	LF	300		
2-23	Backfill (Previously Excavated Clean Fill)	CY	50		
2-24	Backfill (Imported Clean Fill)	CY	50		
2-25	Asphalt Roadway Restoration	SY	400		
2-26	Asphalt Pavement Overlay, 1" Thick	SY	400		
2-27	Concrete Sidewalk Replacement	SF	20		

**BID PROPOSAL FOR BID NO. 2016-001
PART 2: NEW CONSTRUCTION SERVICES**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
2-28	Concrete Curb And Gutter Replacement	LF	15		
2-29	Asphalt Driveway Replacement	SF	200		
2-30	Concrete Driveway Replacement	SF	200		
2-31	Replace Concrete Slabs and/or Aprons	SF	200		
2-32	Sod Restoration	SF	200		
2-33	Bid Bond	%			
2-34	Performance Bond	%			
2-35	Payment Bond	%			
Total					

Mobilization per project will be limited to 15% of the total of each assigned project. Maintenance of traffic per project will be limited to 7.5% of the total of each assigned project.

Name of Bidder

Signature of Bidder

SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND TESTING SERVICES

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 this entire project as a unit price contract, in accordance with the Project Manual.

BID PROPOSAL FOR BID NO. 2016-001 PART 3: CEMEX SEWER EXTENSION (PROJECT 01)					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
3-01	8" Dip Gravity Sewer Main (4-8' Depth)	LF	350		
3-02	6" Dip Sewer Lateral	LF	60		
3-03	Sewer Manhole	EA	1		
3-04	Conflict Stormwater Manhole	EA	1		
3-05	Modify Exist MH (Including Core Drill)	EA	1		
3-06	Pavement Restoration	SY	130		
3-07	Mobilization	%			
3-08	Traffic Control	%			
3-09	Bid Bond	%			
3-10	Performance Bond	%			

**BID PROPOSAL FOR BID NO. 2016-001
PART 3: CEMEX SEWER EXTENSION (PROJECT 01)**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
3-11	Payment Bond	%			
Total					

Mobilization per project will be limited to 15% of the total of each assigned project. Maintenance of traffic per project will be limited to 7.5% of the total of each assigned project.

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:

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:

SANITARY SEWER SYSTEM CONTRUCTION, REPAIR, AND TESTING SERVICES

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	_____	_____

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

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 _____, (Town, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, Town's agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by Contract or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful Contract any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the Bidder or any other of its agents, representatives, Towns, employees or parties in interest, including this affiant.

ACKNOWLEDGEMENT

Signed, sealed and delivered in the presence of:

By: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO.

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

Section 607.1501 Authority of foreign corporation to transact business required.

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

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

- _____ (a.) Maintaining, defending, or settling any proceeding.
- _____ (b.) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- _____ (c.) Maintaining bank accounts.
- _____ (d.) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
- _____ (e.) Selling through independent contractors.
- _____ (f.) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- _____ (g.) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- _____ (h.) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- _____ (i.) Transacting business in interstate commerce.
- _____ (j.) Conducting an isolated transaction that is completed within thirty (30) days and that is not one in the course of repeated transactions of a like nature.
- _____ (k.) Owning and controlling a subsidiary corporation incorporated in or

transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l.) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m.) Owning, without more, real or personal property.

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

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

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

(I) Partnership, Joint Venture, Estate or Trust.

(II) Sole Proprietorship or Self-Employed.

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

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

- 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 AWARDDING 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, repair, and testing services of:

THE TOWN OF MEDLEY SANITARY SEWER SYSTEM

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 (companyname): _____

Address: _____

Telephone No: _____

Contact person: _____ Title: _____

Number of years in business: _____ Years

Address of nearest facility: _____

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

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:

SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND TESTING SERVICES

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction and/or maintenance to the Town of Medley sanitary sewer system in accordance with the Contract Documents and as described in the Drawings, General Notes, and Technical Specifications.

Work includes, but is not limited to, construction, maintenance, assessment, and rehabilitation of the Town of Medley Sanitary Sewer System. Construction shall include: all activities related to new construction and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior construction. Maintenance shall include: all activities related to the assessment, cleaning and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior to work. The forgoing is herein referred to as the "Project" or the "Work", as shown on 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:

SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND TESTING SERVICES

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction and/or maintenance to the Town of Medley sanitary sewer system in accordance with the Contract Documents and as described in the Drawings, General Notes, and Technical Specifications.

Work includes, but is not limited to, construction, maintenance, assessment, and rehabilitation of the Town of Medley Sanitary Sewer System. Construction shall include: all activities related to new construction and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior construction. Maintenance shall include: all activities related to the assessment, cleaning and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior to work. The forgoing is herein referred to as the "Project" or the "Work", as shown on 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

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 ALL MEN BY THESE PRESENTS:

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

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

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

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

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

Signed and sealed this ___ day of _____, 20___.

WITNESS:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

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 _____, 2014.

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)	

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:

Original Contract Price:
\$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____

Contract Price prior to this Change Order:
\$ _____

[Increase] [Decrease] of this Change Order:
\$ _____

Contract Price incorporating this Change Order:
\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

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

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:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

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

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:

SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND TESTING SERVICES

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction and/or maintenance to the Town of Medley sanitary sewer system in accordance with the Contract Documents and as described in the Drawings, General Notes, and Technical Specifications.

Work includes, but is not limited to, construction, maintenance, assessment, and rehabilitation of the Town of Medley Sanitary Sewer System. Construction shall include: all activities related to new construction and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior construction. Maintenance shall include: all activities related to the assessment, cleaning and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior work. The forgoing is herein referred to as the "Project" or the "Work", as shown on 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 _____, 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:

SANITARY SEWER SYSTEM CONSTRUCTION, REPAIR, AND TESTING SERVICES

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction and/or maintenance to the Town of Medley sanitary sewer system in accordance with the Contract Documents and as described in the Drawings, General Notes, and Technical Specifications.

Work includes, but is not limited to, construction, maintenance, assessment, and rehabilitation of the Town of Medley Sanitary Sewer System. Construction shall include: all activities related to new construction and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior construction. Maintenance shall include: all activities related to the assessment, cleaning and/or rehabilitation of the Town's sanitary sewer system as approved by the Town and Engineer prior work. The forgoing is herein referred to as the "Project" or the "Work", as shown on 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 N/A.

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 _____ () 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 _____ () 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

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 of the Contract Documents.

Article 7. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

7.7. The **CONTRACTOR** has given the **TOWN'S 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.

Article 8. CONTRACT DOCUMENTS.

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

8.1.1 Change Orders.

8.1.2 Field Orders.

8.1.3 Contract for Construction.

- 8.1.4 Exhibits to this Contract.
- 8.1.5 Supplementary Conditions.
- 8.1.6 General Conditions.
- 8.1.7 Specifications bearing the title:
_____.
- 8.1.9. Drawings consisting of a cover sheet and sheets numbered _____ with each sheet bearing the following general title:
_____.
- 8.1.10. Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
- 8.1.11. 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. MISCELLANEOUS.

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

9.2. Except as otherwise provided in the Contract Documents with respect to Subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party

sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

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

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

9.7. Inspection and Audit: During the term of this Contract and for five (5) years from the date of Termination, the **CONTRACTOR** shall allow **TOWN** representatives access during reasonable business hours to **CONTRACTOR'S** records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the **TOWN** determines the **CONTRACTOR** was paid for services not performed, upon receipt of written demand by the **TOWN**, the **CONTRACTOR** shall remit such payments to the **TOWN**.

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

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

FOR CONTRACTOR:

FOR TOWN:

Town of Medley

ATTN: TOWN Mayor

WITH COPY TO:

ATTN: TOWN Attorney

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

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF MEDLEY, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the ____ day of _____, 20__, and by _____ (**Contractor**), signing by and through its **President**, duly authorized to execute same.

ATTEST :

Town Clerk

TOWN:

TOWN OF MEDLEY, FLORIDA, a Florida
municipal
corporation

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: _____, 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 THE TOWN OF MEDLEY, MIAMI, FLORIDA, for the project titled _____, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

Signed and sealed this ___ day of _____, 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

TABLE OF CONTENTS

PART 3

SECTION 01002 - POLLUTION CONTROL..... 3

SECTION 01010 - SUMMARY OF WORK..... 7

SECTION 01016 - SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY 11

SECTION 01018 - ENVIRONMENTAL CONTAMINATION 18

SECTION 01400 - QUALITY CONTROL..... 20

SECTION 01710 - CLEANING..... 24

SECTION 01750 - MAINTENANCE OF TRAFFIC AND PUBLIC STREETS 26

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01002

POLLUTION CONTROL

PART 1 - GENERAL

1.01 EROSION CONTROL AND SEDIMENTATION

The work consists of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities. A Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP) from the Florida Department of Environmental Protection (FDEP) may be required. FDEP Document 62-621.300(4)(a). The measures and works shall include, but are not limited to, the following:

- A. **Staging of earthwork activities** — the excavation and moving of soil materials shall be scheduled to minimize the size of areas disturbed and unprotected from erosion for the shortest reasonable time.
- B. **Seeding** — seeding to protect disturbed areas shall occur as soon as reasonably possible following completion of that earthwork activity.
- C. **Mulching** — mulching to provide temporary protection of the soil surface from erosion.
- D. **Diversions** — temporary diversions to divert water from work areas and to collect water from work areas for treatment and safe disposition. When the diversions are no longer required or when permanent measures are installed the area shall be restored to its near original condition.
- E. **Stream crossings** — culverts or bridges where equipment must cross streams. They are temporary and shall be removed and the area restored to its original condition when the crossings are no longer required or when permanent measures are installed.
- F. **Sediment basins** — sediment basins collect, settle, and eliminate sediment from eroding areas from impacting properties and streams below the construction site(s). These basins are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.
- G. **Sediment filters** — straw bale filters or geotextile sediment fences trap sediment from areas of limited runoff. Sediment filters shall be properly anchored to prevent erosion under or around them. These filters are temporary and shall be removed and the area

restored to its original condition when they are no longer required or when permanent measures are installed.

- H. **Waterways** — waterways for the safe disposal of runoff from fields, diversions, and other structures or measures. These works are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

1.02 CHEMICAL POLLUTION

- A. The contractor shall provide watertight tanks or barrels or construct a sump sealed with plastic sheets to dispose of chemical pollutants, such as drained lubricating or transmission fluids, grease, soaps, concrete mixer wash water, or asphalt, produced as a by-product of the construction activities. At the completion of the construction work, sumps shall be removed and the area restored to its original condition. Sump removal shall be conducted without causing pollution. Sanitary facilities, such as chemical toilets or septic tanks shall not be located next to live streams, wells, or springs. They shall be located at a distance sufficient to prevent contamination of any water source. At the completion of construction activities, facilities shall be disposed of without causing pollution.

1.03 AIR POLLUTION

- A. The burning of brush or slash and the disposal of other materials shall adhere to state and local regulations. Fire prevention measures shall be taken to prevent the start or spreading of wildfires that may result from project activities. Firebreaks or guards shall be constructed and maintained at locations shown on the drawings. All public access or haul roads used by the contractor during construction of the project shall be sprinkled or otherwise treated to fully suppress dust. All dust control methods shall ensure safe construction operations at all times. If chemical dust suppressants are applied, the material shall be a commercially available product specifically designed for dust suppression and the application shall follow manufacturer's requirements and recommendations. A copy of the product data sheet and manufacturer's recommended application procedures shall be provided to the engineer 5 working days before the first application. All pollution control measures and temporary works shall be adequately maintained in a functional condition for the duration of the construction period. All temporary measures shall be removed and the site restored to near original condition.

1.04 NOISE POLLUTION

- A. Provide methods, means and facilities to minimize noise produced by construction operations.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

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

THIS PAGE INTENTIONALLY LEFT BLANK

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

SECTION 01018

ENVIRONMENTAL CONTAMINATION

PART 1 - GENERAL

1.01 ENVIRONMENTAL CONSIDERATIONS

- A. For any work conducted in a contaminated area within the project boundaries where hazardous materials or hydrocarbons have been encountered, were previously known to exist, or is suspected by the Contractor or the CEI, the Contractor must comply with all applicable requirements of OSHA, EPA, FEDP and Miami-Dade County PERA.

1.02 SPECIALIZED CONSTRUCTION AREA

- A. Specialized construction areas are defined as areas where contaminants are discovered and require construction by personnel qualified by training and equipped for such work.
- B. Work in specialized construction areas shall be carried out by personnel qualified by training and equipped for such activities. These personnel shall be either subcontractors with licensing and certification as specialists in this type of construction or the Contractor's own personnel who have taken and been certified as having passed the required training course(s). Licensing and certifications shall be submitted to the Town for verification and shall in all cases be satisfactory to both the Town and other authorities with jurisdiction. The field Health and Safety Technician furnished by the Certified Industrial Hygienist (CIH) shall be present on the site during all construction in specialized construction areas unless the nature of the work is non-hazardous such that either the Site Specific Health and Safety Plan or the CIH authorizes his absence.
- C. Disposal of any contaminated soils and/or groundwater must comply with all applicable federal, state, and local requirements.

PART 2 - PRODUCTS

2.01 REQUIREMENTS

- A. The CEI shall consult with the Town regarding its requirement for material type (including pipe, fitting, gasket, valve interior coating, and the like) to be installed in contaminated areas.

PART 3 - EXECUTION

3.01 INSTALLATION REQUIREMENTS

- A. When potable water mains are to be installed in an area of hydrocarbon contamination, each joint gasket shall be protected from possible hydrocarbon permeation which would in turn contaminate the drinking water.
- B. The requirements of this Section shall be closely adhered to in all cases where proposed mains are to be installed in an area of hydrocarbon contamination. These requirements and those imposed by Miami-Dade County PERA or any agency having jurisdiction in addition to, and take precedence over the Town's standard specifications and standard details for ductile iron water mains.
- C. The Town may require gasketed joints be protected by encasing the entire joint with a hydrocarbon impermeable material. In this case, all joint gaskets shall be protected including those on pipe, fittings, valves, fire hydrants and specialty items.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 QUALITY ASSURANCE -CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from EOR before proceeding.
- C. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Conform to Florida Building Code requirements for wind loads.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.02 TOLERANCES

- A. A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work.
- B. Do not permit tolerances to accumulate.
- C. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, the Contractor shall request clarification from Engineer before proceeding.
- D. Adjust Products to appropriate dimensions; position before securing Products in place.

1.03 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trades, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- 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

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.

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

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 01710

CLEANING

PART 1 - GENERAL

1.01 SCOPE OF WORK

This Section specifies the maintenance of the work site in a clean, orderly, hazard-free condition.

1.02 QUALITY ASSURANCE

- A. Conduct cleaning and disposal operations in accordance with local ordinances and anti-pollution laws. Rubbish, volatile wastes, and other construction wastes shall be neither burned nor buried on the work site, and shall not be disposed of into storm drains, sanitary drains, streams or other waterways.
- B. Final cleaning shall be accomplished either by workmen experienced in cleaning operations or by professional cleaners.

PART 2 - PRODUCTS

2.01 ON-SITE WASTE CONTAINERS

Provide on-site waste containers for collection of waste materials, debris and rubbish. See Section 01016 regarding storage requirements for environmentally hazardous materials.

2.02 CLEANING MATERIALS

Cleaning materials shall be as recommended by the manufacturer of the surface to be cleaned.

PART 3 - EXECUTION

3.01 SAFETY REQUIREMENTS

- A. Maintain work site in accordance with local ordinances and anti-pollution laws applicable to work site cleanliness, and in a neat, orderly and hazard-free condition until final acceptance of the work. Catwalks, accessible underground structures, work site sidewalks and walkways adjacent to the work site shall be kept free from hazards caused by construction activities.
- B. Store volatile wastes including rags in covered metal containers, and remove from work site daily.
- C. Prevent accumulations of wastes which create hazardous conditions.

- D. Artificially ventilate spaces which are not naturally ventilated when volatile and noxious substances are being used in those spaces.

3.02 INTERIM CLEANING

- A. Perform cleaning every workday for duration of the Work. Structures, grounds, and areas of the work site and public and private properties shall be maintained free from accumulations of waste materials and rubbish caused by construction operations on the work site. Place waste materials and rubbish in on-site containers.
- B. Remove or secure loose material on open decks and on other exposed surfaces at end of each day's work or more often to maintain work site in hazard-free condition. Prevent dislodgement of materials due to wind and other forces.
- C. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- D. Empty on-site waste containers whenever necessary, so that trash overflow does not occur. Legally dispose of contents at either public or private dumping areas.
- E. Control the handling of materials, debris and rubbish; do not drop or throw from heights.
- F. Immediately remove spillage of on-site fuels, oil or construction-related material from hauling routes.
- G. Perform cleaning operations so dust and other contaminants resulting from cleaning processes will not fall on wet, newly painted surfaces.

3.03 FINAL CLEANING

- A. In preparation for final acceptance or occupancy, conduct final inspection of exposed interior and exterior surfaces, and of concealed spaces.
- B. Remove grease, dust, dirt, rust stain on concrete floors, labels, fingerprints and other foreign materials from exposed interior and exterior finished surfaces. Flush down all parking level areas and stairs leaving such surfaces clean of all sand, laitances, etc.
- C. Maintain cleaning operations until project has been finally accepted.

END OF SECTION

SECTION 01750

MAINTENANCE OF TRAFFIC AND PUBLIC STREETS

PART 1 - GENERAL

1.01 SCOPE OF WORK

The Contractor shall furnish all equipment, supplies, personnel, labor and services to accomplish maintenance of traffic at all locations required to complete this project and as authorized by the Engineer.

The intent is to maintain safe and expeditious movement of traffic around every work area where the public may be exposed to the potential hazards of the contract operations.

1.02 REGULATIONS

As used herein, 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 or streets, or their departments, published regulations (i.e., Manual of Uniform Traffic Control Devices (MUTCD), Florida Department of Transportation (FDOT) Roadway and Bridge Standard Index Drawing Book), permits or data. The Contractor shall abide by all applicable laws, regulations, and codes thereof pertaining to Maintenance of Traffic on public streets, detour of traffic, traffic control and other provisions as may be required for this Project.

1.03 MAINTENANCE OF TRAFFIC (M.O.T.)

- A. The Contractor shall be fully responsible for the M.O.T. on 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 Miami-Dade County Department of Public Works, Traffic Engineering Division (Traffic Division) or FDOT and the above noted standards. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the Miami-Dade County Public Works Manual and the above noted standards. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval.
- B. Supervision of traffic control and safety by a Uniformed Police Officer from the Town of Medley Police Department, if required, shall be furnished by the Contractor without cost to the Town. The Contractor is required to retain the services of the Town of Medley Police Officers for the Supervision. Further, any and all additional traffic measures deemed necessary by such offices shall be carried out by the Contractor without cost to the Town.

- C. The Contractor shall provide all barricades with warning lights, necessary arrow boards and signs, to warn motorists of the work throughout the Project. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic.
- D. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during construction.
- E. The Contractor shall be responsible for the provision, installation and maintenance of all M.O.T. and safety devices, in accordance with specifications outlined in the Miami-County Public Works Manual and the above noted standards. In addition, the Contractor shall be responsible for providing the Town, the Town of Medley Police Department and the CEI with M.O.T. plans for lane closures and/or detours for approval. These plans (sketches) shall be produced by an individual employed by the Contractor and certified as "Work Zone Traffic Safety Supervisor" by the International Municipal Signal Association.
- F. 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.
- G. The Contractor shall notify the Town and the Town of Medley Police Department 24 hours in advance of the construction date or 48 hours in advance of construction within any signalized intersection.
- H. Temporary pavement or steel plates 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 and/or steel plates for routing traffic is no longer necessary, it shall be removed and the swale or median areas restored to their previous condition.
- I. Pavement markings damaged during construction shall be remarked, as required by the Town.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

PART 4

TECHNICAL SPECIFICATIONS REFERENCES

1.01 APPLICABLE MIAMI DADE COUNTY PUBLIC WORKS TECHNICAL SPECIFICATIONS

24 Clearing and Grubbing

30 Excavation and Embankment

33 Stabilizing

40 Restoration of Trenches

51 Limerock Base

100 Prime and Tack Coats

132 Asphaltic Concrete Surface Course

133 Type S-1 Asphalt Concrete Surface Course

310 Excavation, Trenching and Backfilling for Pipe Structures

320 Drainage Pipe

360 Seepage Drain

1.02 APPLICABLE MIAMI DADE WATER AND SEWER DEPARTMENT TECHNICAL SPECIFICATIONS

01011 Site Conditions

01016 Safety Requirements and Protection Of Property

01018 Enviromental Contamination

01031 Grades, Lines and Levels

01090 Reference Standards

01100 Special Project Procedures

01150 Preconstruction Conference

01340 Shop Drawings

01600 Materials and Equipment Shipping, Handling, Storage And Protection

01710 Cleaning

01720 Project Record Documents

01725 Project as - Builts

01740 Permits

01750 Maintenance of Traffic and Public Streets

02230 Clearing and Grubbing

02260 Steel Sheet Piling

02314 Excavation, Backfill And Fill for Structural Facility and Utility System

02315 Trenching and Backfilling for Piping Systems

02536 Precast Manholes & Covers

02615 Concrete Protective Liner System for Precast Structures

02741 Prime and Tack Coats

02745 Pavement Marking and Traffic Signs

02900 Landscaping

03300 Cast-In-Place Concrete, Reinforcing and Formwork

03375 Flowable Fill

03400 Precast Prestressed Concrete

03600 Grout

04060 Mortar

04082 Joint Reinforcement

15010 Basic Mechanical Requirements

15040 Seal Water System

15060 Piping and Fittings

15065 Miscellaneous Materials

15100 Valves, General

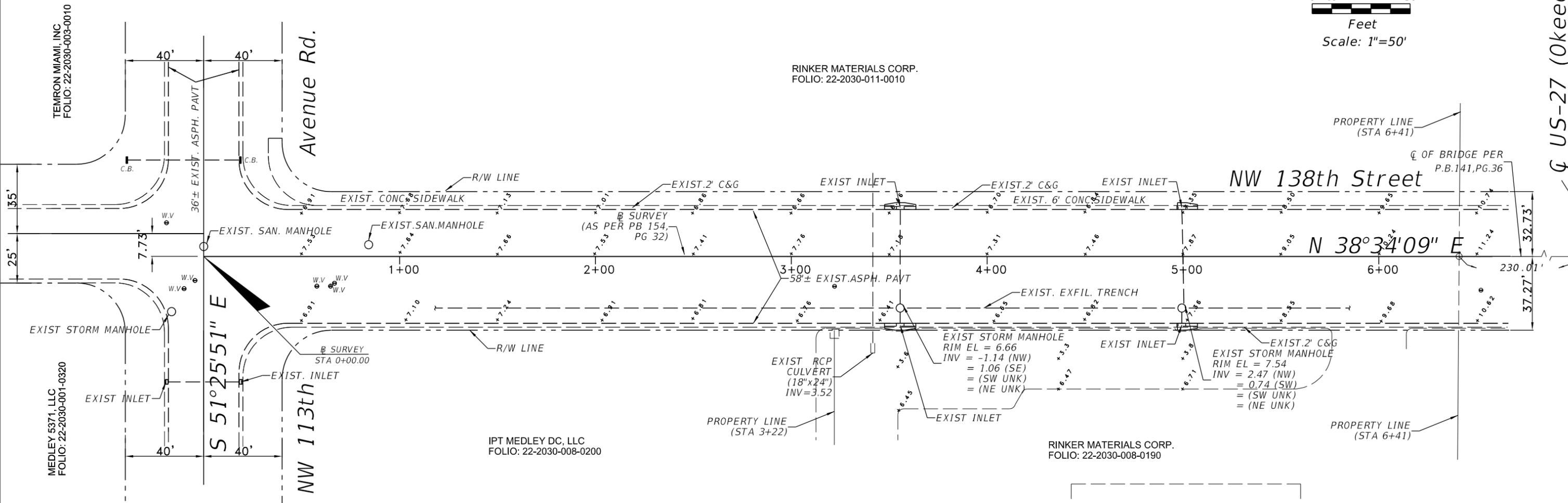
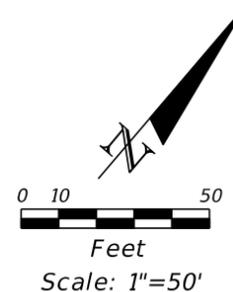
15105 Ball Valves

15115 Check Valves

15120 Gate Valves

15125 Plug Valves

15130 Miscellaneous Valves



- LEGEND**
- x 6.97 EXISTING ELEV (AT 'X' MARK)
 - W.V. WATER VALVE
 - C&G CURB & GUTTER
 - C.B. CATCH BASIN INLET
 - 1+00 STATIONS (EVERY 100')

- NOTES:**
1. BASED ON SURVEY BY SNUBBS CONSULTING DATED 8/30/14 & 4/11/15.
 2. BEARING BASIS IS NW 138th ST @ ACCORDING TO P.B. 154, PG. 32.
 3. SEE SHEET C-9 FOR PROJECT GENERAL NOTES.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

SNUBBS CONSULTING INC.
 7911 NW 72nd AVE Suite 206
 Medley, Florida 33166
 Tel: 305.885.6400
 www.snubbs.com
 CA No. 30424 , LB No. 8027



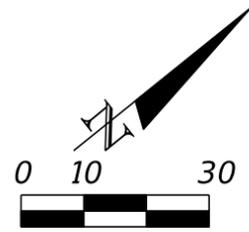
ENGINEER OF RECORD:
 FERNANDO V. GOMEZ, PE, PSM
 FL REGISTRATION No. 43956
 SNUBBS PROJECT No. 1401-006

TOWN OF MEDLEY
 CEMEX SEWER
 MAIN EXTENSION



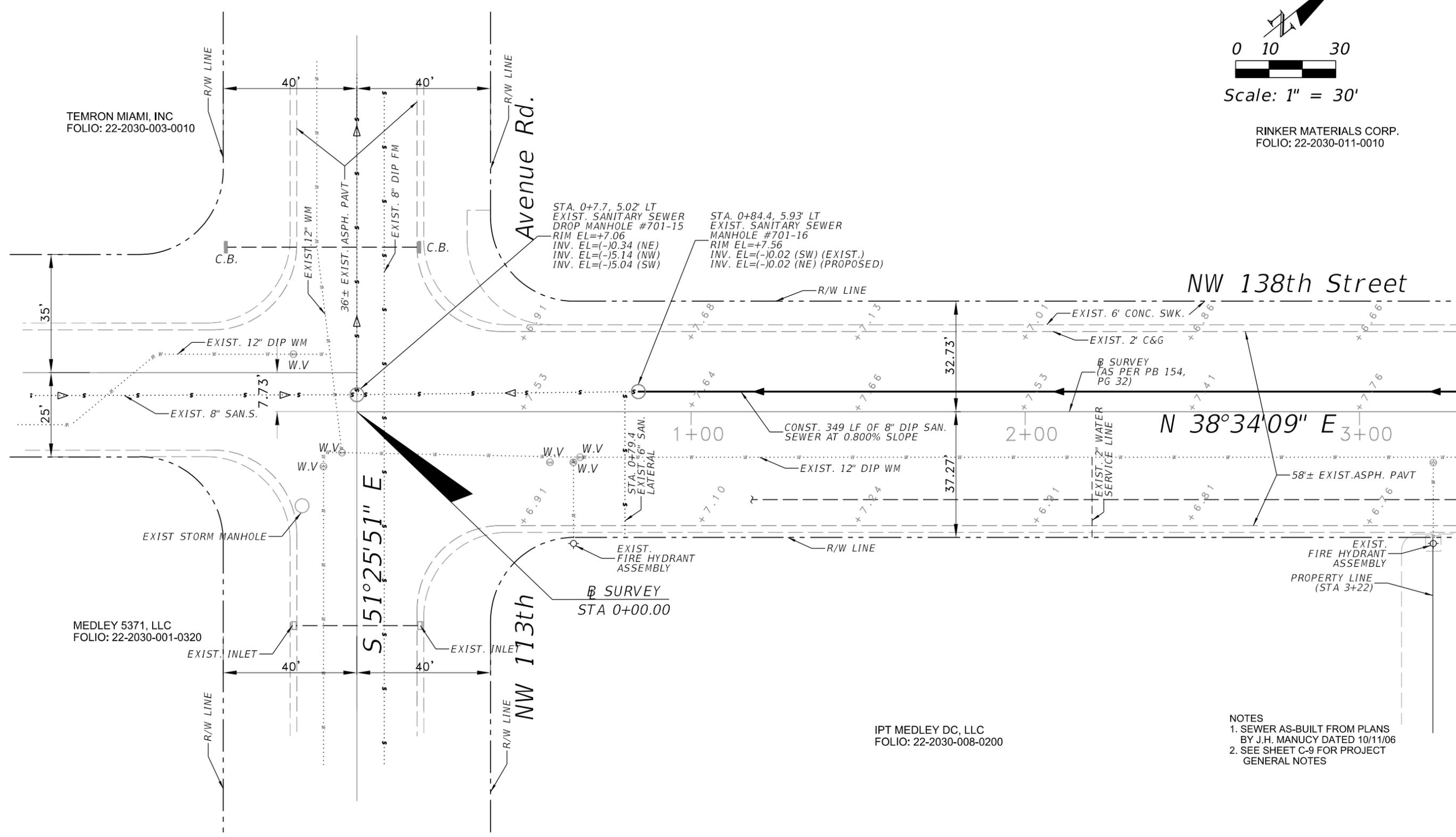
SURVEY CONTROL SHEET

SHEET NO. C-2



Scale: 1" = 30'

RINKER MATERIALS CORP.
FOLIO: 22-2030-011-0010



TEMRON MIAMI, INC
FOLIO: 22-2030-003-0010

STA. 0+7.7, 5.02' LT
EXIST. SANITARY SEWER
DROP MANHOLE #701-15
RIM EL=+7.06
INV. EL=(-)0.34 (NE)
INV. EL=(-)5.14 (NW)
INV. EL=(-)5.04 (SW)

STA. 0+84.4, 5.93' LT
EXIST. SANITARY SEWER
MANHOLE #701-16
RIM EL=+7.56
INV. EL=(-)0.02 (SW) (EXIST.)
INV. EL=(-)0.02 (NE) (PROPOSED)

NW 138th Street

N 38°34'09" E

S 51°25'51" E

NW 113th

MEDLEY 5371, LLC
FOLIO: 22-2030-001-0320

B SURVEY
STA 0+00.00

IPT MEDLEY DC, LLC
FOLIO: 22-2030-008-0200

EXIST. FIRE HYDRANT ASSEMBLY
PROPERTY LINE
(STA 3+22)

- NOTES
- SEWER AS-BUILT FROM PLANS BY J.H. MANUCY DATED 10/11/06
 - SEE SHEET C-9 FOR PROJECT GENERAL NOTES

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

SNUBBS CONSULTING INC.

7911 NW 72nd AVE Suite 206
Medley, Florida 33166
Tel: 305.885.6400
www.snubbs.com
CA No. 30424 , LB No. 8027



ENGINEER OF RECORD:

FERNANDO V. GOMEZ, PE, PSM
FL REGISTRATION No. 43956
SNUBBS PROJECT No. 1401-006

TOWN OF MEDLEY

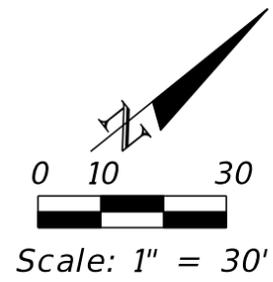


**CEMEX SEWER
MAIN EXTENSION**

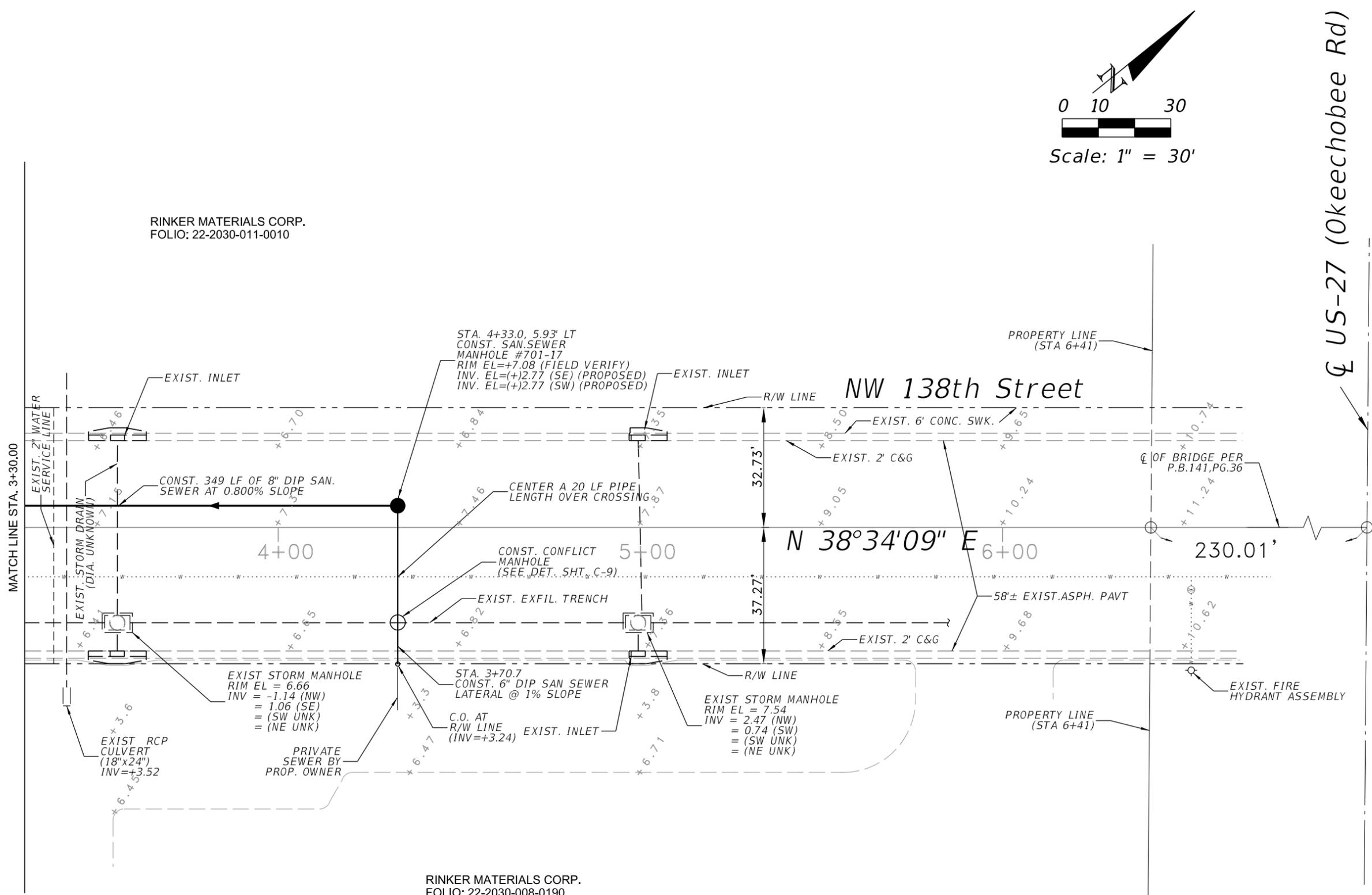
PLAN

SHEET NO.

C-3



RINKER MATERIALS CORP.
FOLIO: 22-2030-011-0010



- NOTES:
1. SEWER AS-BUILT FROM PLANS BY J.H. MANUCY DATED 10/11/06
2. SEE SHEET C-9 FOR PROJECT GENERAL NOTES

RINKER MATERIALS CORP.
FOLIO: 22-2030-008-0190

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

SNUBBS CONSULTING INC.
7911 NW 72nd AVE Suite 206
Medley, Florida 33166
Tel: 305.885.6400
www.snubbs.com
CA No. 30424 , LB No. 8027



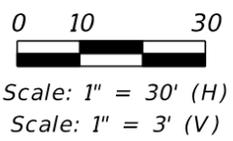
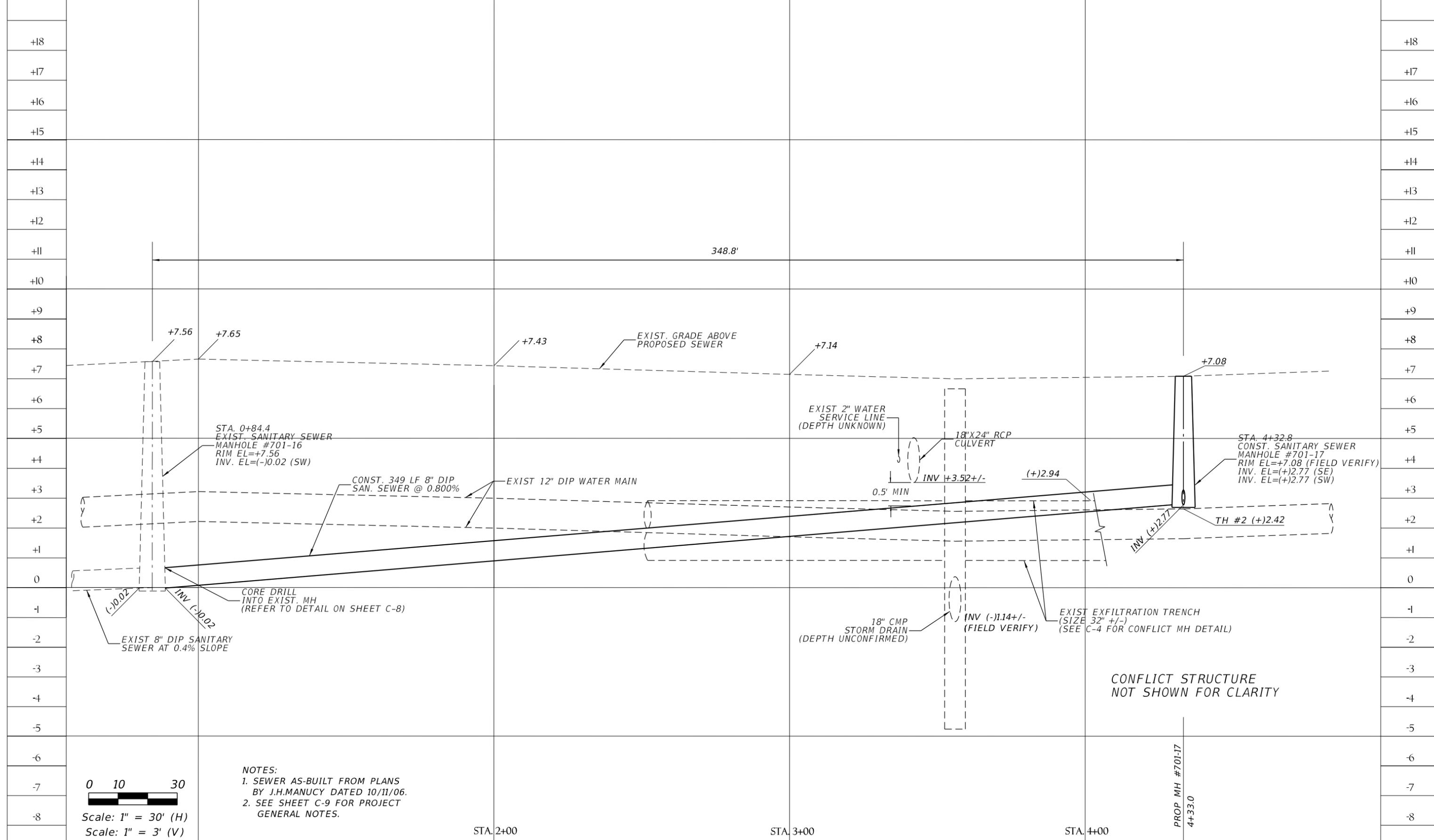
ENGINEER OF RECORD:
FERNANDO V. GOMEZ, PE, PSM
FL REGISTRATION No. 43956
SNUBBS PROJECT No. 1401-006

TOWN OF MEDLEY
CEMEX SEWER
MAIN EXTENSION



PLAN

SHEET NO.
C-4



NOTES:
 1. SEWER AS-BUILT FROM PLANS BY J.H.MANUCY DATED 10/11/06.
 2. SEE SHEET C-9 FOR PROJECT GENERAL NOTES.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

SNUBBS CONSULTING INC.
 7911 NW 72nd AVE Suite 206
 Medley, Florida 33166
 Tel: 305.885.6400
 www.snubbs.com
 CA No. 30424 , LB No. 8027



ENGINEER OF RECORD:
 FERNANDO V. GOMEZ, PE, PSM
 FL REGISTRATION No. 43956
 SNUBBS PROJECT No. 1401-006

TOWN OF MEDLEY
CEMEX SEWER MAIN EXTENSION



PROFILE

SHEET NO. C-5

TOWN OF MEDLEY WATER AND SEWER DEPARTMENT

GENERAL CONSTRUCTION NOTES

1. All materials and labor under this Project shall be in strict accordance with the requirements of the Town of Medley Water Sewer Department (MWASD) and shall conform to the standards and specifications available, and on file, with MWASD unless otherwise directed by an authorized representative of MWASD. As a minimum requirement, the standards of the AWWA and the Miami-Dade Water Sewer Department shall apply, unless otherwise instructed.
2. Cover over water mains shall be 4'-0" unless specific written exception is issued or require by an authorized representative of MWASD.
3. "Detector Tape" shall be installed 18" (+/-) above centerline of water mains and services.
4. All water main line valves shall be installed complete with 10" riser pipes and fire hydrants and service valves shall be installed complete with 6" riser pipes and No. 2 valve boxes.
5. All water meters will be installed in accordance with MWASD requirements, providing the appropriate charges have been prepaid. Provision of service pipes, backflow preventers, valves and meter boxes or pits will be in accord with construction plans and specifications approved by an authorized representative of MWASD.
6. Fire hydrant requirements (number and location) shall be as required by Miami-Dade County Fire Department or appropriate Fire Agency. All fire hydrants shall be Mueller Super Centurion 250 or approved alternative by MWASD. Installations to be in accordance with MWASD standards.
7. MWASD **MUST** be notified and a pre-construction meeting scheduled not less than 48 hours prior to start of construction. MWASD Office to be called for field locations at least 48 hours prior to construction.
8. MWASD personnel will inspect **ONLY** those facilities that the MWASD will own and operate.
9. Work performed under this project will not be considered complete, and connection to MWASD system will not be permitted, until final acceptance of the system by the MWASD, and until the following documents are received and approved by the MWASD:
 - a. Easements, whether by deed or plat, suitably recorded.
 - b. Contractor's Waiver and release of Lien.
 - c. Absolute Bill of Sale.
 - d. Letter of Warranty, (i.e. Letter Agreement, one [1] year guarantee) from Developer.
 - e. "As-Built" on 11" x 17" bond paper, one copy certified and sealed by Engineer of Record.
10. All taps and connections to existing MWASD mains to be inspected by MWASD forces at the time of construction.
11. All gate valves to be resilient seat per AWWA-C509.
12. Location of MWASD water sewer facilities indicated on plans is from best available information; however, the actual locations may vary from those shown. MWASD assumes no liability for their accuracy.
13. All fittings at reactions points shall be fitted with retainer glands or approved equal meeting MWASD requirements. Valves are to be restrained with retainer glands.
14. Where field conditions require, as determined by the Utility, the water main shall be polyethylene encased in accordance with AWWA Standard C-105.
15. Contractor is responsible for the cost of inspections for any construction activities occurring outside normal working hours (8:00 AM to 5:00 PM), Saturdays, Sundays, and holidays excluded, and arrangements for inspections outside normal working hours must be made a minimum of 48 hours in advance of the construction activity.
16. All trenches are to be over-excavated a minimum of 6" to provide for installation of rock bedding in accordance with MWASD standards.
17. Preliminary cleaning of all water mains 12" and larger to be accomplished by use of a poly-pig per MWASD Standards. This requirement may be waived if in the opinion of the Utility, the ground and trench conditions so warrant.

TOWN OF MEDLEY WATER & SEWER DEPARTMENT

"AS BUILT STANDARDS"

1.0 PIPELINE

- 1.1 Show Station Numbers every 100 feet on plan and profile indicating where pipe begins and ends.
- 1.2 On plan, show dimension of street from R/W to R/W with Centerline.
- 1.3 Show offset dimensions from one of the above to pipeline at each station, valve and fitting.
- 1.4 On profile, show elevation of pipe at each 100-foot station. At each valve and fitting show station number and elevation. (Show FINAL Ground Elevation, finished Grade Elevations to be marked at every 100-foot Station), interim or construction elevation are not acceptable.
- 1.5 Indicate if pipe is in private property locating base-line survey line, and length and width of easement from R/W line. Also, indicate easement for service lines and fire hydrants.
- 1.6 Indicate manufacturer, size material, type of joint, thickness, class and/or type of all pipes installed.
- 1.7 Show type of joint restrained installed on pipe, valves or fittings where appropriate (thrust-blocks, retainer glands, restrained joint pipe, etc.).

2.0 SERVICES & METERS

- 2.1 Indicate size, location and material of all service lines, including station numbers and elevations. Indicate meter locations by Dimensions from centerline of pipe, valves, etc., to centerline of meter.

3.0 VALVES

- 3.1 Indicate size, type (gate, butterfly, etc.) manufacturer and number of turns to open or close.
- 3.2 All valves are to be located with dimensions from at least two permanent reference points.
- 3.3 Indicate which side of Butterfly Valve the nut is located.

4.0 OTHER

- 4.1 When correcting a set of design drawings to reflect As-Built information, design information is to be erased and replaced with As-Built information.
- 4.2 Show location of all underground and above ground facilities within 10 feet of center-line of pipe on plan and profile, Gas, Water, Sewer, Telephone, etc., and catch basins, sidewalks, manholes, utility poles, etc., including station number and elevation.
- 4.3 Where water main crosses sewer line and vice versa, indicate on plan (including station number and offset) and on profile (including station numbers and elevations of each).
- 4.4 When both water and sewer lines installed, a separate set of "As-Built" Drawings required for each.
- 4.5 When water sewer lines installed in private property, over-all site plan of property is required showing configuration of all pipe lines within easements, indicating property line survey, and matchlines with corresponding page number, etc.
- 4.6 Title and Sheet Number to be put on each sheet.
- 4.7 Area location map and overall project key map are to be included on "As-Built" drawing.
- 4.8 Two sets of legible reduced scale (11" x 17") "As-Built" plans are required with the final submittal.
- 4.9 The following statement is required to be included and signed on "As-Built" drawings:

THE INFORMATION SHOWN HEREON WAS COLLECTED BY REPRESENTATIVES OF THIS CORPORATION DURING CONSTRUCTION OF THIS PROJECT AND, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS COMPLETE, TRUE AND CORRECT.

BY: _____ SEAL: _____
NAME OF CONTRACTOR AUTHORIZED REPRESENTATIVE

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

SNUBBS CONSULTING INC.

7911 NW 72nd AVE Suite 206
Medley, Florida 33166
Tel: 305.885.6400
www.snubbs.com
CA No. 30424 , LB No. 8027



ENGINEER OF RECORD:

FERNANDO V. GOMEZ, PE, PSM

FL REGISTRATION No. 43956

SNUBBS PROJECT No. 1401-006

TOWN OF MEDLEY
CEMEX SEWER
MAIN EXTENSION



NOTES AND
DETAILS

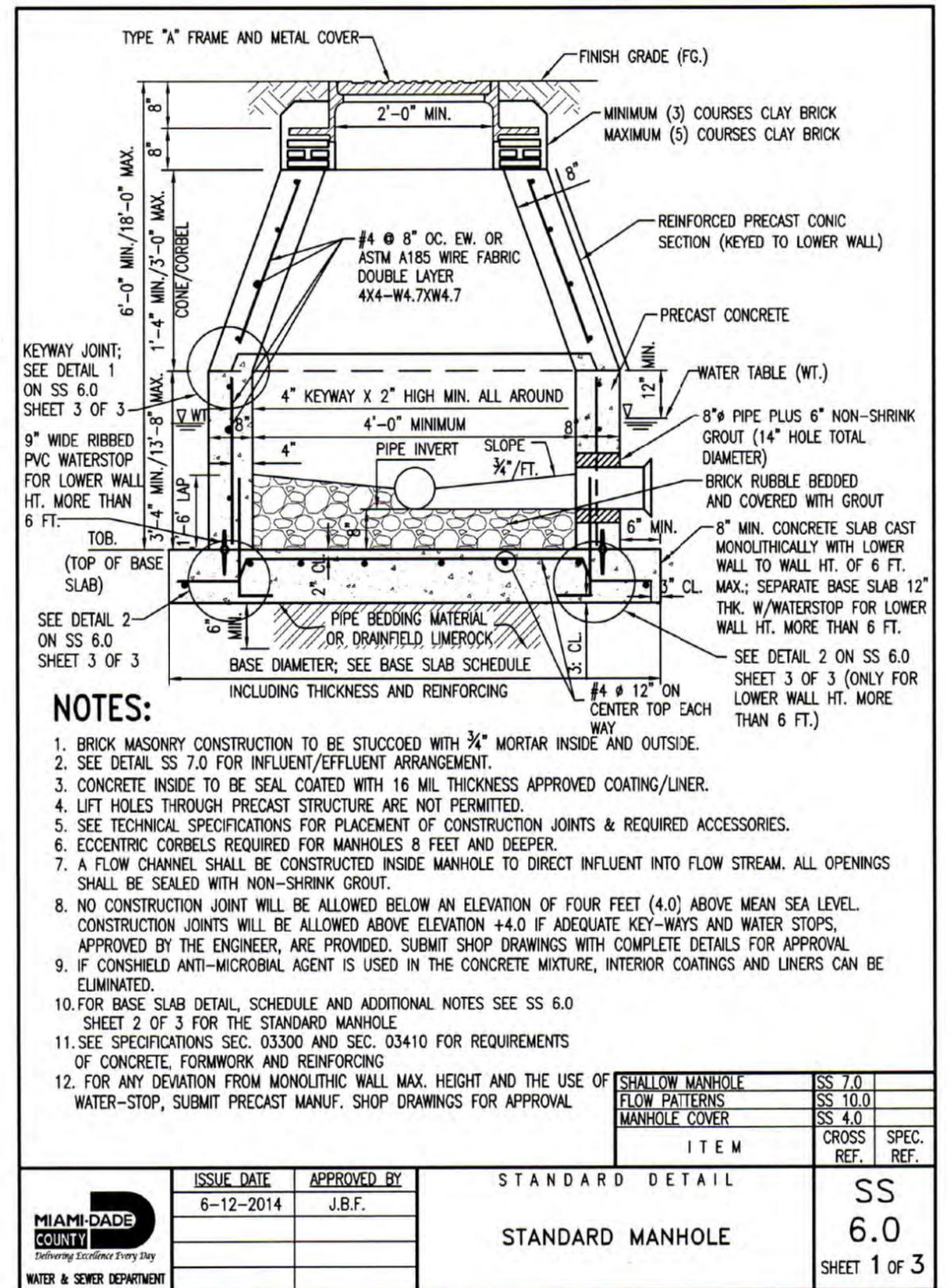
SHEET NO.

C-6

NOTES ON WATER-SEWER INSTALLATION (NOT A PART OF MDWASD APPROVAL)

1. A HORIZONTAL DISTANCE OF 10 FT. SHALL BE MAINTAINED BETWEEN WATER AND SEWER MAINS. WHEN THE 10 FOOT HORIZONTAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, THE SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE WITH MECHANICAL JOINTS.
2. A VERTICAL DISTANCE OF AT LEAST 18 INCHES SHALL BE MAINTAINED BETWEEN ANY WATER AND SEWER MAINS. THE SEWER SHALL BE DUCTILE IRON SINGLE 20 FOOT LENGTH CENTERED ON THE CROSSING IF THE MINIMUM VERTICAL DISTANCE IS LESS THAN 18 INCHES OR THE SEWER IS INSTALLED ABOVE THE WATER MAIN (REGARDLESS OF SEPARATION).
3. IN HIGHLY CONGESTED AREAS, WHERE EITHER WATER OR SEWER FACILITIES ARE EXISTING AND THE SEPARATION REQUIREMENTS CANNOT BE MET, SPECIAL CONSIDERATION MAY BE GIVEN SUBJECT TO A COMPLETE EVALUATION OF EXISTING AND PROPOSED CONDITIONS.
4. THE MAXIMUM ALLOWABLE EXFILTRATION RATE OF GRAVITY SANITARY SEWERS CONSTRUCTED IN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE (50) GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR RESIDENTIAL LAND AND TWENTY (20) GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR NON-RESIDENTIAL LAND USE.
5. FORCE MAIN SEWERS CONSTRUCTED IN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE EITHER DUCTILE IRON OR REINFORCED CONCRETE PRESSURE SEWER PIPE. THE DUCTILE IRON PIPE EXFILTRATION RATE SHALL NOT BE GREATER THAN THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD C600-82 AT A TEST PRESSURE OF 100 POUNDS PER SQUARE INCH.

THE REINFORCED CONCRETE PRESSURE SANITARY SEWER FORCE MAIN EXFILTRATION RATE SHALL NOT BE GREATER THAN ONE-HALF (1/2) THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AWWA C600-82 AT A TEST PRESSURE OF 100 POUNDS PER SQUARE INCH.
6. CONTRACTOR SHALL VERIFY NATURE, DEPTH, AND CHARACTER OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
7. ALL OTHER PUBLIC OR PRIVATE UTILITY FACILITIES SHALL BE CONSTRUCTED AT LEAST 3 FEET FROM ANY WATER AND SEWER MAIN AS MEASURED FROM THE OUTSIDE BELL OF THE WATER AND SEWER PIPE TO THE OUTSIDE OF THE UTILITY PIPE.
8. WHEN THE 3 FOOT SEPARATION BETWEEN PROPOSED AND EXISTING LINE IS NOT POSSIBLE, THE CONTRACTOR SHALL HAND DIG TO EXPOSE THE WATER AND SEWER PIPES BEFORE PROCEEDING WITH POWER EQUIPMENT EXCAVATION.
9. IN NO CASE SHALL A CONTRACTOR INSTALL UTILITY PIPES, CONDUITS, CABLES, ETC. IN THE SAME TRENCH PARALLEL TO AND ABOVE EXISTING WATER AND SEWER PIPES EXCEPT WHERE THEY CROSS. ANY DEVIATION FROM NOTES 6, 7 AND 8 SHALL BE APPROVED IN WRITING BY THE RESPONSIBLE WATER AND SEWER UTILITY.
10. A NON-RESETTABLE ELAPSED TIME METER SHALL BE INSTALLED FOR EACH PUMP TO RECORD THE TOTAL OPERATING HOURS OF THE STATION.
11. STORM DRAINAGE LINES ARE TREATED THE SAME AS SANITARY LINES, EXFILTRATION DRAINAGE TRENCHES ARE EXEMPTED.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

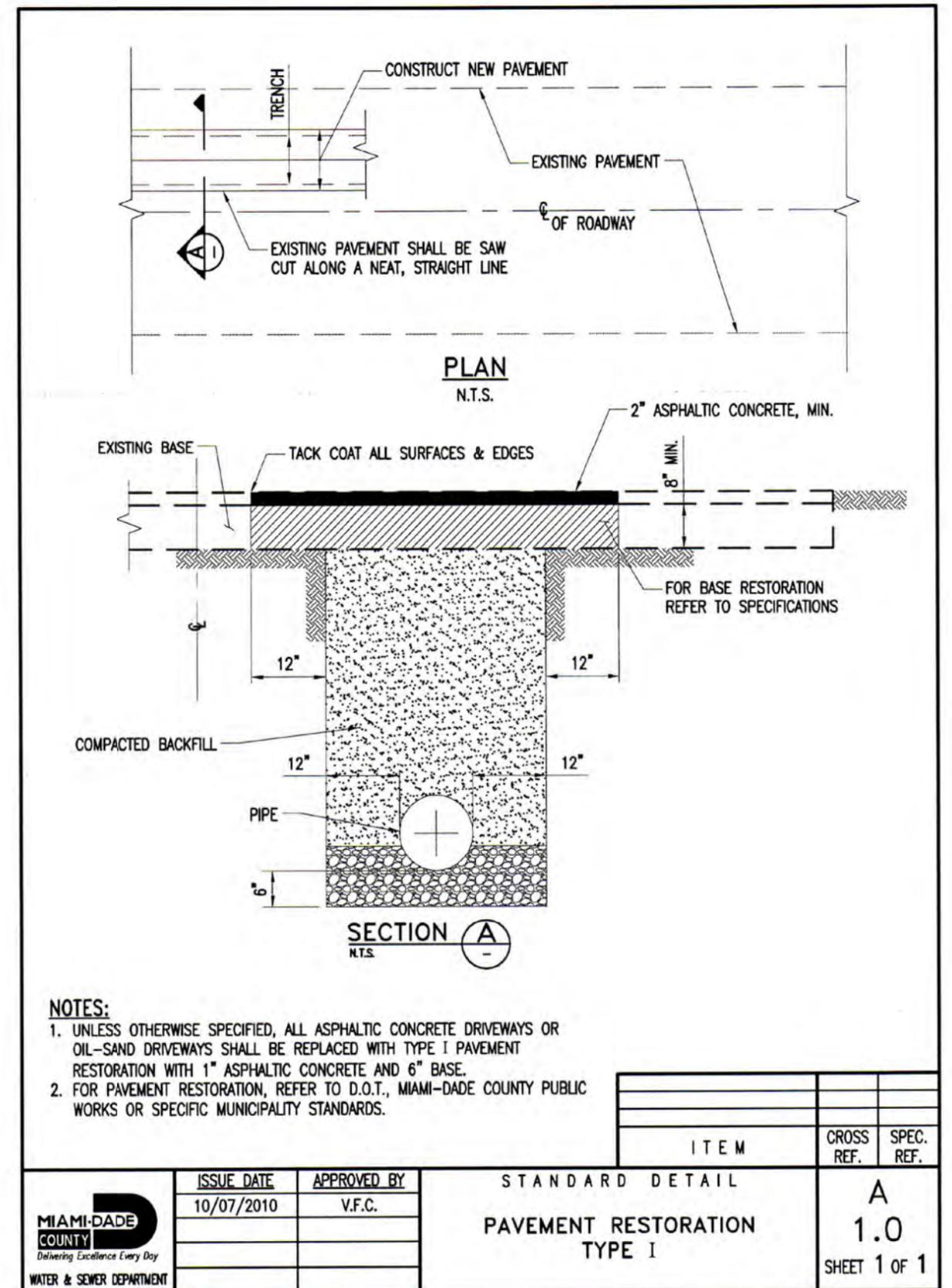
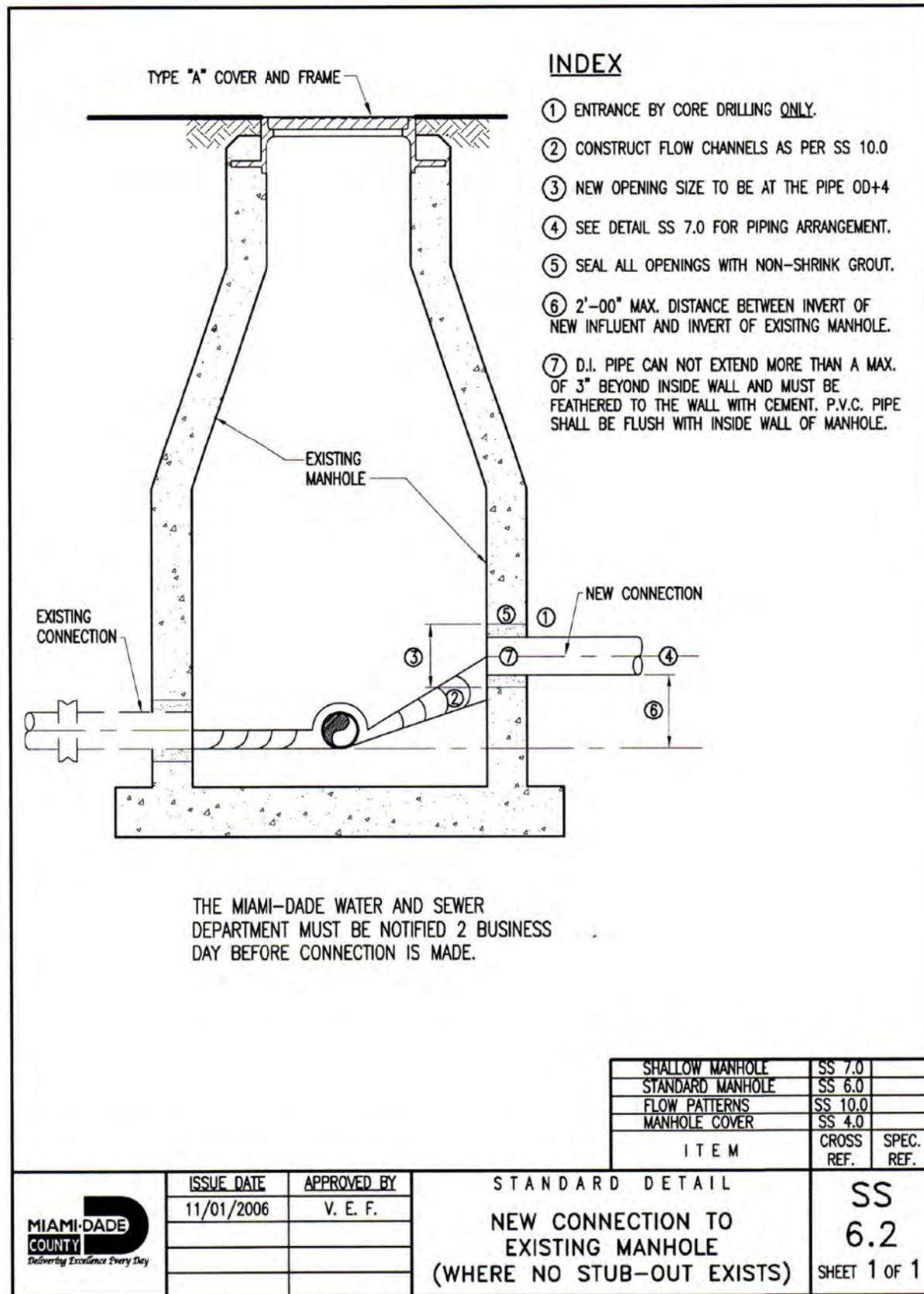
SNUBBS CONSULTING INC.
 7911 NW 72nd AVE Suite 206
 Medley, Florida 33166
 Tel: 305.885.6400
 www.snubbs.com
 CA No. 30424 , LB No. 8027

ENGINEER OF RECORD:
 FERNANDO V. GOMEZ, PE, PSM
 FL REGISTRATION No. 43956
 SNUBBS PROJECT No. 1401-006

TOWN OF MEDLEY
 CEMEX SEWER
 MAIN EXTENSION

**NOTES AND
 DETAILS**

SHEET NO.
C-7



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

SNUBBS CONSULTING INC.
 7911 NW 72nd AVE Suite 206
 Medley, Florida 33166
 Tel: 305.885.6400
 www.snubbs.com
 CA No. 30424 , LB No. 8027

ENGINEER OF RECORD:
 FERNANDO V. GOMEZ, PE, PSM

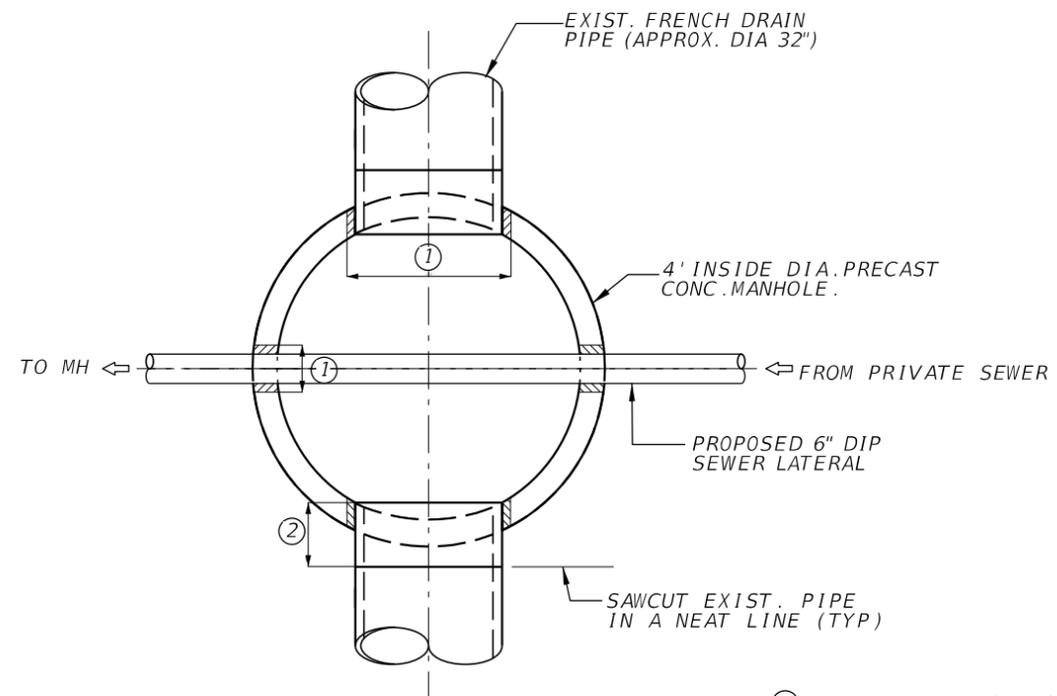
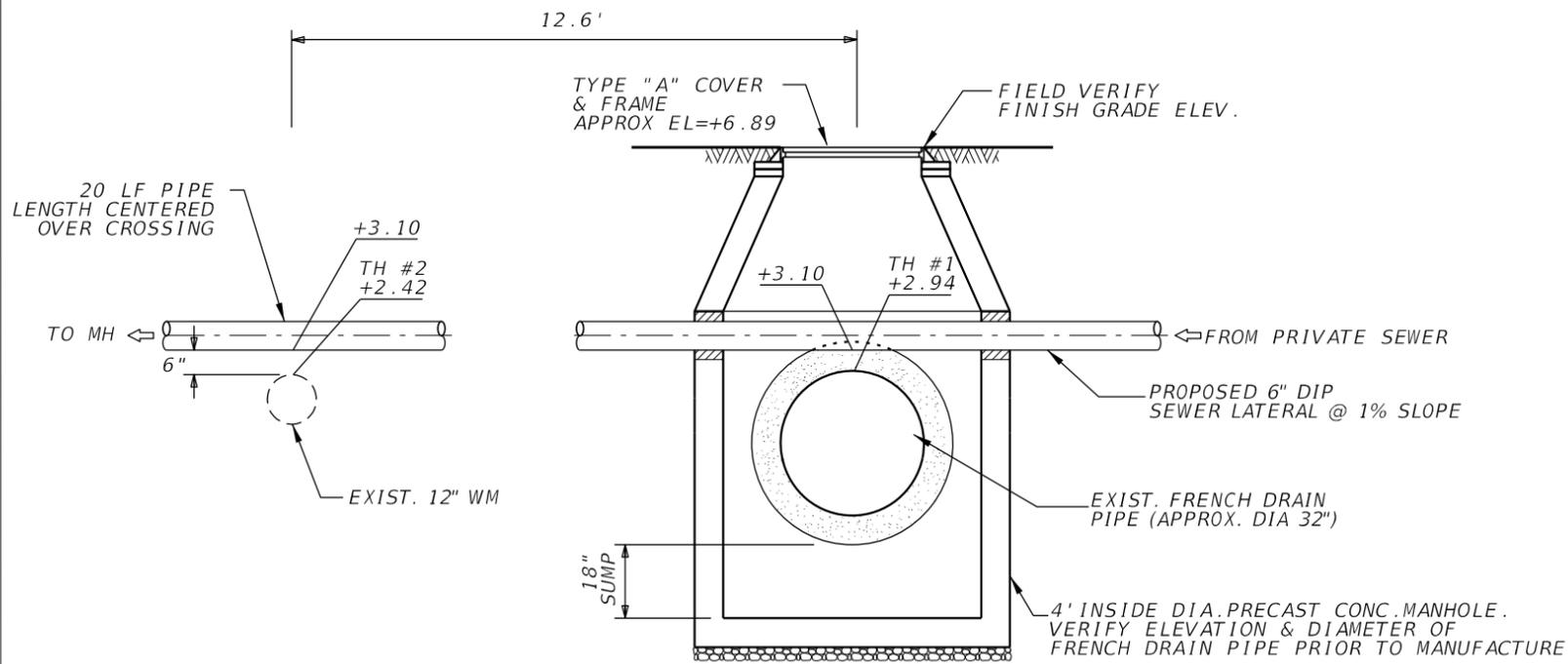
FL REGISTRATION No. 43956

SNUBBS PROJECT No. 1401-006

TOWN OF MEDLEY
 CEMEX SEWER
 MAIN EXTENSION

NOTES AND
 DETAILS

SHEET NO.
C-8



- ① PIPE DIA. +6" (MAX) (TYP)
- ② EXTEND EXIST PIPE INTO MANHOLE W/SHORT PIECE OF SALVAGED OR NEW PIPE. ENSURE A SOUND CONNECTION PER PIPE MANUFACTURER'S RECOMMENDATIONS (TYP)

CONFLICT MANHOLE N.T.S
 (AT SEWER LATERAL CROSSING OF FRENCH DRAIN)

PROJECT GENERAL NOTES

1. ELEVATION DATUM= NGVD29
2. PAVEMENT MARKINGS, SIGNING, AND/OR REFLECTIVE PAVEMENT MARKERS IMPACTED BY THE CONTRACTOR'S CONSTRUCTION ACTIVITIES SHALL BE REPLACED IN KIND AT NO ADDITIONAL COST TO THE TOWN.
3. THE INFORMATION SHOWN ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES HAS BEEN PLOTTED FROM THE BEST AVAILABLE SOURCES; HOWEVER, IT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND FOR MAKING HIS OWN VERIFICATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
4. AT LOCATIONS OF POTENTIAL CONFLICT WITH PROPOSED CONSTRUCTION ACTIVITIES, THE CONTRACTOR IS WARNED OF THE ABOVE NOTE AND IS REQUIRED TO PERFORM HAND EXCAVATION TO AVOID DAMAGE TO EXISTING UTILITIES.
5. ANY EXISTING UTILITY DAMAGED BY THE CONTRACTOR'S CONSTRUCTION ACTIVITIES SHALL BE REPLACED OR RESTORED AT NO ADDITIONAL COST TO THE TOWN OF MEDLEY.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

SNUBBS CONSULTING INC.
 7911 NW 72nd AVE Suite 206
 Medley, Florida 33166
 Tel: 305.885.6400
 www.snubbs.com
 CA No. 30424 , LB No. 8027



ENGINEER OF RECORD:
 FERNANDO V. GOMEZ, PE, PSM
 FL REGISTRATION No. 43956
 SNUBBS PROJECT No. 1401-006

TOWN OF MEDLEY
 CEMEX SEWER
 MAIN EXTENSION



**NOTES AND
 DETAILS**

**SHEET NO.
 C-9**