

PROJECT MANUAL
FOR
Lehigh Lake Shoreline Repair
ITB 2021-027
CIP PROJECT No. 0304-1

Town Council

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June 2021

PART 1 – GENERAL BID INFORMATION

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SECTION I INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

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

2. COPIES OF BIDDING DOCUMENTS

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

3. QUALIFICATIONS OF BIDDERS

3.1 Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid, together with other evidence of minimum qualifications, including satisfactory experience, past performance, ability to perform the Work, and financial stability. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid may constitute grounds for rejection of the Bid.

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

3.3 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Town, or who is deemed 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 Bidder's 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 Bidder's 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 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 a contract as herein provided the recommended award will be to the next lowest Bidder who is responsible and responsive in the opinion of the Town. Such Bidder shall fulfill every stipulation embraced herein as if it were the original party to whom the award was made.

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

12. INSURANCE

12.1 Bidders should submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.

12.2 AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF MEDLEY IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT. Insurance Companies selected must be acceptable to the Town. All of the policies of insurance so required to be purchased and maintained shall include the interests of the Town, the Successful Bidder and all subcontractors at the work site (all of whom are to be listed as insured or additional insured parties) and contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) days written notice has been given to the Town by certified mail.

12.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:

- A. Worker's Compensation Insurance for statutory Obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act, and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand Dollars (\$100,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
- B. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired

automobiles and other vehicles used by the Successful Bidder in the performance of the Work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily injury and Property Damage Liability per occurrence

C. Comprehensive General Liability with the following minimum limits of liability:

\$2,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

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

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage;
- e. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
- f. Personal Injury coverage with employment contractual exclusions removed and deleted.
- g. Builder's Risk, if applicable.

12.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, Financial Stability B+ -A+.

12.5 The Successful Bidder shall require each of its Sub-Contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the Successful Bidder shall provide verification thereof to the Town upon request of the Town.

12.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

12.7 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.

12.8 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an

Occurrence, Claim or Suit” as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to the Town. The Town shall provide written notice of occurrence within fifteen (15) working days of the Town’s actual notice of such an event.

12.9 The Successful Bidder shall not commence the Work under the Contract until after it has obtained all of the minimum insurance herein described.

12.10 The Successful Bidder agrees to perform the Work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of the Town.

12.11 Violation of the terms of this Paragraph and its subparts shall constitute a breach of the Contract and the Town, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

12.12 The Bidders liability insurance policies shall be endorsed to add the Town of Medley as an additional insured. The Bidder’s liability insurance shall be primary to any liability insurance policies carried by the Town. The bidder shall be responsible for all deductibles and self-insured retentions on Bidder’s liability insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the Town by certified mail. The Town reserves the right to make any changes additions to any insurance requirements as may be appropriate during the course of the contract.

13. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

14. CONTRACT TIME

14.1 The Work to be performed under the Contract shall be commenced upon issuance of Notice to Proceed by the Town.

14.2 The number of days, which the Work is to be completed or goods are to be provided, is 150 consecutive calendar days for Substantial Completion and 180 consecutive calendar days for Final Completion from the date of issuance of the Notice To Proceed.

14.3 By virtue of the submission of its Bid, Bidder agrees and fully understands that the completion time of the Work of the Contract is an essential and material condition of the contract and that time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly,

diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the Work within the time period specified shall be considered a default.

14.4 All Bidders shall agree that a liquidated damages provision will be required in the Contract.

15. SAFETY

15.1 The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its Amendments.

15.2 The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

- A. All employees on the Work site and all other persons who may be affected thereby.
- B. The Work and all materials and equipment incorporated therein.
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the Work.

15.3 All open excavations made in the earth shall be performed in compliance with the State of Florida Trench Safety Act, OSHA 29 CFR 1926.650, Subpart P (Chapter 90-96, Laws of Florida). The Contractor shall appoint a **competent person**, in accordance with Subpart P, who shall be present at the jobsite. **Competent person** shall mean one who can identify 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 all permits and licenses, and pay all fees, that may be required for the proper execution and completion of the Work, as may be required from Miami-Dade County, State and federal agencies. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Contract Administrator without delay.

18.2 The Successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work. The

Town shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

18.3 All notices or other documents or papers required to be delivered by the Contractor to the Town shall be delivered to an address provided to the Contractor at the preconstruction conference.

18.4 The Successful Bidder shall secure, complete and file with the Clerk of Courts of Miami-Dade County, a Certified Notice of Commencement required Chapter 713, Florida Statutes. This notice must be on file with the Town and be displayed on the job site prior to the first inspection.

19. DELAYS AND EXTENSIONS OF TIME

19.1 The Contract time may only be changed by a Change Order or a written Amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than three (3) days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.

19.2 The Town shall have no liability to the Successful Bidder for any damages for delay or interruption of the Work. The Successful Bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the Work. No claim for damages or any claim other than an extension of time shall be made or asserted against the Town by reason of any delays.

20. DEFAULT

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

21. TERMINATION FOR CONVENIENCE OF THE TOWN

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

22. ASSIGNMENT

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

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

Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws,

ordinances, rules, codes and regulations that may affect the Work. Ignorance on the part of the Bidder will in no way relieve him/her from the responsibility of compliance therewith.

24. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION

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

25. BID SECURITY

25.1 Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the Town of Medley on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to the Town and authorized to write such Bid Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Bid.

25.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required Payment and Performance Bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract or furnish the required Bonds within fifteen (15) days of the Notice of Award, the Town may annul the Notice of Award and the entire sum of the Bid Security shall be forfeited. The Bid Security of the three (3) lowest, responsible and responsive Bidders will be returned within seven (7) days after the Town and the Successful Bidder have executed the written Contract or if no such written Contract is executed within ninety (90) days after the date of the Bid opening, upon the demand of any Bidder at anytime thereafter, provided that it has not been notified of the acceptance of its Bid. Bid Security of all other Bidders will be returned within seven (7) days after the Bid opening. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of its power of attorney authorizing him/her to do so.

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

26. PAYMENT AND PERFORMANCE BONDS

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

least the following minimum qualifications in accordance with the latest edition of A.M. Best's insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: Financial Stability -A Financial size -VIII.

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

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

27. INDEMNIFICATION

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

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

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

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

from time to time.

28. TAXES

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

29. INSPECTION AND AUDIT RIGHTS

The Town reserves the right to inspect and audit the records of the Successful Bidder for the Work and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Town. If required by the Town, the Successful Bidder agrees to submit to an inspection and audit by an independent certified public accountant selected by the Town. The Successful Bidder shall allow the Town to inspect, examine and review the records of the Successful Bidder in relation to this Contract at any and all times during normal business hours during the term of the Contract, and shall comply with Chapter 119, Florida Statutes (Public Records Law).

30. CONFLICT OF INTEREST

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

31. NON-COLLUSIVE AFFIDAVIT

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

32. PUBLIC ENTITY CRIMES ACT

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

33. EXAMINATION OF DOCUMENTS AND WORK SITE

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

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

33.2 Bidders shall thoroughly examine the Bidding Documents, Plans and Specifications and any other documents which may be applicable to the Project and the Work.

33.3 A sample contract for construction has been included in the Bidding Documents. The Town is not bound by this sample document and reserves the right to modify the final contract.

33.4 Bidders should be aware that the Town is subject to hurricanes and tropical storms and therefore the Bidder shall consider such likelihood in their scheduling and construction activities.

34. LOCATION OF UTILITIES

The Successful Bidder and Contractor shall be responsible for determining the location, character and depth of all utilities. Within two (2) days before digging, if applicable, Contractor shall notify Sunshine One 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 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. PROJECT DESCRIPTION.

BID 2021-027

LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct a concrete retaining wall at the Medley Lakeside Retirement Park located along NW 105th Way in accordance with the Contract Documents and as described in the Drawings, General Notes, and Technical Specifications.

Work includes, but is not limited to, the construction of the concrete wall which is approximately 360 ft. in length along three sections of the NW 105th Way (Lehigh Lake Shoreline).

1. The new concrete wall will consist of a precast concrete L-section and a cast in place part. The precast section part is instead to be use in the bottom (underwater) part of the wall and the cast in place above the water level.
2. There is an existing gabion wall that is going to remain in place.
3. A suggested method of placement of the precast section is included in the drawings, however the CONTRACTOR may propose alternative methods for approval by the Engineer.
4. The CONTRACTOR must provide a minimum of 3 feet excavation into the natural limestone conditions per the Geotechnical Report dated July 24, 2018.

Work shall include disposal of all construction debris, unused excavated material, and all unsuitable material. The forgoing is herein referred to as the "Project" or the "Work", as shown on the Drawings prepared by R. J. Behar & Company, Inc. and this Project Manual.

42. SCHEDULE OF EVENTS.

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

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

Event

Date (on or by)

1.	ADVERTISEMENT OF BIDS	<u>June 23, 2021</u>
2.	PRE-BID CONFERENCE	<u>July 08, 2021</u>
3.	OPENING OF BIDS	<u>July 26, 2021</u>
4.	SELECTION COMMITTEE RECOMMENDATION OF AWARD	<u>August 09, 2021</u>
5.	AWARD OF PROJECT BY THE TOWN COUNCIL	<u>September 07, 2021</u>
6.	NOTICE OF AWARD GIVEN TO CONTRACTOR	<u>September 08, 2021</u>
7.	CONTRACT DOCUMENTS EXECUTION	<u>September 22, 2021</u>
8.	NOTICE TO PROCEED ISSUED TO CONTRACTOR	<u>September 27, 2021</u>
9.	CONTRACT TIME	<u>143 Days</u>
10.	SUBSTANTIAL COMPLETION	<u>90 Days</u>
11.	FINAL COMPLETION	<u>55 Days</u>

43. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

43.1 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

SECTION II CONSTRUCTION SERVICES - GENERAL CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.14 **Contract Documents** - The Contract Documents consist of the Drawings, Engineering Drawings and Specifications, Bid Form, Contractor's Bid, including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award, Qualifications Statement, Contract, Addenda, and Notice of Award, Notice to Proceed, Payment and Performance Bonds, the Construction Services General Conditions, the Technical Specifications, any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the contract.

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

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

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

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

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

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

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

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

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

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

1.25 **Engineer of Record (EOR)** - A Florida professional Engineer who is in responsible charge of the preparation, signing, dating, sealing, and issuing of the engineering documents for the project.

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

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

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

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

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

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

1.32 **Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.33 **Notice of Award** - The written notice by the Town to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated therein, within the time specified the Town will sign and deliver the Contract.

1.34 **Notice to Proceed** - A written notice given by the Town to Contractor (with a copy to CEI) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents. This written notice will also state the dates of substantial and final completion of the project.

1.35 **Owner** - The Town of Medley which is the individual or entity with whom Contractor has entered into the Contract and for whom the Work is to be performed.

1.36 **Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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

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

1.39 **Project Manual** - The bound documentary information prepared for bidding and constructing the Work. This shall include the Contract Documents, Drawings, Technical Specifications,

and any other set of documents required for completion of the Work. A full listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables(s) of contents.

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

1.41 **Resident Project Representative** - The authorized representative of Engineer who may be assigned to the Site or any part thereof.

1.42 **Samples** - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.43 **Schedule of Submittals** - A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

1.44 **Schedule of Values** - A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work, and used as the basis for reviewing Contractor's Applications for Payment.

1.45 **Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

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

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

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

1.49 **Substantial Completion** - Refers to the date certified by the CEI to when all conditions and requirements of permits and regulatory agencies have been satisfied, and when the Work has progressed to the point where in the opinion of the CEI, as evidenced by the Certificate of Substantial Completion/Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the Work is available for beneficial occupancy and can be utilized for the purposes for which it is intended; or if there be no such certificate issued when final payment is due. A temporary Certificate of Occupancy or Certificate of Occupancy must be issued for Substantial Completion to be achieved; however, the issuance of a Temporary Certificate of Occupancy or

Certificated of Occupancy of the date thereof are not to be determinative of the achievement or date of Substantial Completion. The terms "Substantially Complete" and "substantially completed" can be used interchangeably as applied to any work refer to as "substantial completion" thereof.

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

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

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

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

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

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

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

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

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

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

1.60 **Written Amendment** - A written Amendment of the Contract Documents, signed by the

Town and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical aspects rather than strictly work related aspects of the Contract Documents.

2. ACRONYMS

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

- 2.1 **AASHTO** - American Association of the State Highway and Transportation Officials
- 2.2 **ACI** - American Concrete Institute
- 2.3 **ANSI** - American National Standards Institute, Inc.
- 2.4 **ASCE** - American Society of Civil Engineers
- 2.5 **ASTM** - American Society for Testing and Materials
- 2.6 **AWWA** - American Water Works Association
- 2.7 **CEI** - Construction Engineering and Inspection Services Company
- 2.8 **EOR** - Engineer of Record
- 2.9 **FDOT** - Florida Department of Transportation
- 2.10 **ISO** - International Organization for Standardization
- 2.11 **MUTCD** - Manual of Uniform Traffic Control Devices
- 2.12 **NWWA** - National Water Well Association
- 2.13 **OSHA** - Occupational Safety and Health Administration
- 2.14 **PERA** - Miami-Dade Department of Permitting, Environment, and Regulatory Affairs
- 2.15 **PCBs** - Polychlorinated biphenyls
- 2.16 **SSPWC** - Standard Specifications of Public Works Construction
- 2.17 **UBC** - Uniform Building Code
- 2.18 **WASD** - Water and Sewer Department

SECTION III PRELIMINARY MATTERS

1. DELIVERY OF BONDS AND INSURANCE

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

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

2.1 The Work shall commence subsequent to the execution of this Contract by all parties and upon a written Notice to Proceed from the Town setting forth the Effective Date of the Contract upon which date the Work shall commence. No Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.2 The Town shall furnish to Contractor up to three (3) copies of the Contract Documents. Additional copies will be furnished upon request, at the cost of reproduction.

3. PRECONSTRUCTION CONFERENCE

Within twenty (20) days after the Effective Date of the Contract, but before Contractor starts the Work at the site, a conference attended by Contractor, EOR, CEI and others as appropriate will be held to discuss the schedules referred to in Paragraph 4 below, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

4. FINALIZING SCHEDULES

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

SECTION IV CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

1. ENTIRE CONTRACT

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

2. INTENT

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

3. CONFLICT, ERROR OR DISCREPANCY

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

4. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

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

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

5. SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS

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

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

6. REUSE OF DOCUMENTS

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

SECTION V AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

1. AVAILABILITY OF LANDS

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

2. PHYSICAL CONDITIONS

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

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

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

3. REFERENCE POINTS

The Town shall provide engineering surveys to establish reference points for construction which in EOR's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work to protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Town Contractor shall report to CEI whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

4. HAZARDOUS ENVIRONMENTAL CONDITIONS

4.1 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately:

- A. Secure or otherwise isolate such condition.
- B. Stop all Work in connection with such condition and in any area affected thereby; and
- C. Notify the Town and the CEI (and promptly thereafter confirm such notice in writing).

The Town shall promptly consult with CEI concerning the necessity for the Town to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with CEI, the Town shall take such actions as are necessary to permit the Town to timely obtain required permits to continue work the area where the hazardous environmental conditions were observed.

4.2 Contractor shall not be required to resume Work in connection with such condition or in any affected area until after the Town has obtained any required permits related thereto and delivered written notice to Contractor:

- A. Specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or
- B. Specifying any special conditions under which such Work may be resumed safely.

4.3 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town, CEI, EOR, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

SECTION VI CONTRACTOR'S RESPONSIBILITIES

1. SUPERVISION AND SUPERINTENDENCE

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention

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

2. RESIDENT SUPERINTENDENT

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

3. LABOR, MATERIALS AND EQUIPMENT

3.1 Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Town's written consent given after prior written notice to CEI.

3.2 Unless otherwise specified in the Bid Documents, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

3.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by EOR, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to EOR, or any of EOR's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Section IX and X of these General Conditions.

3.4 Within 10 days after the signing of the Contract, Contractor shall submit to the Town and the CEI a preliminary Progress Schedule indicating the times(number of days or dates) for starting and completing the various stages of the Work, including any milestones specified on the Project Manual. During the performance of the Work, Contractor shall adhere to the Progress Schedule which shall provide an orderly progression of the Work to completion within the Contract Times. The Progress Schedule may be adjusted from time to time as provided below.

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

4. SUBSTITUTES OR "OR EQUAL" ITEMS

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

4.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to EOR, if Contractor submits sufficient information to allow EOR to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by EOR will be similar to that provided in Paragraph 4.1 as applied by EOR and as maybe supplemented in the Contract Documents.

4.3 EOR will be allowed a reasonable time within which to evaluate each proposed substitute. EOR will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without EOR's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The Town may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

5. CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHERS

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

5.2 All work performed for Contractor by a Sub-Contractor will be pursuant to an appropriate Contract between Contractor and the Sub-Contractor which specifically binds the Sub-Contractor to the applicable terms and conditions of the Contract Documents for the benefit of the Town and EOR.

6. PATENT FEES AND ROYALTIES

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

7. PERMITS

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

8. LAWS AND REGULATIONS

8.1 Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Neither the Town nor CEI shall be responsible for monitoring Contractor's compliance with any laws and regulations.

8.2 If Contractor observes that the Specifications or Drawings are at variance with any laws or regulations, Contractor shall give EOR prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Section IX, Paragraph 6 of the General Conditions. If Contractor performs any Work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to EOR, Contractor shall bear all costs arising there from.

9. TAXES

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor

in accordance with the laws and regulations of the State of Florida and its political subdivisions which are applicable during the performance of the Work.

10. USE OF PREMISES

10.1 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of Workers to the Project site and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the Town or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Town or EOR by any such party or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of Contractor's use of the premises.

10.2 During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

10.3 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

11. RECORD DOCUMENTS

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

12. SAFETY AND PROTECTION

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

12.2 Contractor shall furnish watchmen, flagmen, warning signs, cones, barricades, flashing lights and other necessary safeguards in sufficient numbers and at appropriate locations to protect and divert vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Such watchmen and flagmen shall be furnished on a twenty-four (24) hour basis when conditions require. Contractor and all Subcontractors shall take all necessary precautions to guard against and eliminate all possible fire hazards and prevent injury to persons or fire damage to any construction, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private, particularly when gas or arc welding and cutting is taking place. Open flames including the use of flambeaux are strictly prohibited. No additional payment will be made for signs, barricades, lights, flags, watchmen, flagmen, required fire extinguishing apparatus and personnel, and other protective devices. Contractor shall not use explosives on the site, nor allow explosives of any type or nature to be brought upon the site of the construction, without the express written approval of the Town and CEI. When the use of explosives is authorized by the Town and CEI, Contractor shall exercise the utmost care in handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner and storage places shall be clearly marked -"DANGEROUS -EXPLOSIVES" and placed in the care of competent watchmen. When such use of explosives becomes necessary, Contractor shall furnish to the Town, proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to Contractor's policies unless otherwise included.

12.3 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify the Town of Underground Facilities and utility when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused directly or indirectly by workers employed by and of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CEI has issued a notice to the Town and Contractor in accordance with Section XIV, Paragraph 7 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

12.4 Contractor shall designate a responsible representative at the worksite whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Town.

13. EMERGENCIES

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

13.2 Contractor shall be required to remove all materials from the job site and provide safe

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

13.3 Shop Drawings and Samples

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

14. CONTINUING THE WORK

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

15. INDEMNIFICATION

15.1 General Indemnification: The parties agree that one percent (1%) of the total

compensation paid to Contractor for the Work of the Contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, Contractor shall indemnify, save and hold harmless the Town, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of Engineer, architects, attorney's consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of the Town. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from:

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

15.2 Patent and Copyright Indemnification: Contractor agrees to indemnify, save and hold harmless the Town, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the Town, its officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the Town, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

15.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the Town, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the Town when applicable.

15.4 The Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor under the indemnification. Such indemnification shall not be limited

to the amount of comprehensive general liability insurance which Contractor is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive the Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph 15 and its subparts.

16. LIABILITY FOR USE OF WORK FOR INTENDED PURPOSES

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

SECTION VII OTHER WORK

1. RELATED WORK AT SITE

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

SECTION VIII THE TOWN'S RESPONSIBILITIES

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

SECTION IX CEI'S STATUS DURING CONSTRUCTION

1. THE TOWN'S REPRESENTATIVE

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

2. VISITS TO SITE

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

3. TECHNICAL CLARIFICATIONS AND INTERPRETATIONS

EOR will issue with reasonable promptness such written clarifications or interpretations of the technical requirements of the Contract Documents as EOR may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefore as provided in this Contract. Should Contractor fail to request interpretation of questionable items in the Contract Documents neither the Town nor EOR will thereafter entertain any excuse for failure to execute the Work in a satisfactory manner.

4. AUTHORIZED VARIATIONS IN WORK

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

5. REJECTING DEFECTIVE WORK

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

6. DECISIONS ON DISPUTES

CEI will be the initial interpreter of the technical requirements of the Contract Documents and the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Section X, Section XI and Section XII in respect

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

7. CHANGE ORDERS

7.1 The Town and Contractor shall execute appropriate Change Orders recommended by the CEI covering:

7.2 Changes in the Work which are:

- A. ordered by the Town which do not invalidate the Contract and without notice to any surety.
- B. required because of acceptance of defective Work as describes in Section XIII or the Town's correction of defective Work, or
- C. agreed to by the parties.

7.3 Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.

7.4 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by EOR; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule.

8. DETERMINATIONS FOR UNIT PRICE WORK

CEI will determine the actual quantities and classification of Unit Price Work performed on such matters before rendering a written decision thereon (by recommendation of 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 partiality to the Town or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

10. LIMITATIONS ON CEI'S RESPONSIBILITIES

10.1 Neither CEI's authority to act under this Paragraph 7 or elsewhere in the Contract Documents nor any decision made by CEI in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CEI or Contractor, any Sub-Contractor, any supplier, or any other person or organization performing any of the Work, or to any surety for any of them except as such duties and responsibilities are included within the Contract Documents.

10.2 CEI will not be responsible for the acts or omissions of Contractor or of any Sub-Contractor, any supplier, or of any other person or organization performing or furnishing any of the Work. CEI shall not be responsible for safety measures on the Project. This is the responsibility of the Contractor.

SECTION X CHANGES IN THE WORK

1. The Town, without invalidating the Contract, may order changes in the Work which do not materially alter the scope and character of the Work of the Contract or the completion date. All such changes in the Work shall be authorized by a Change Order. Any individual Change Order which decreases the cost of the Work to the Town or increases the cost of the Work by an amount not in excess of Twenty Five Thousand Dollars (\$25,000.00) must be authorized and approved by the Town Council prior to their issuance. Any individual Change Order which increases the cost of the Work to the Town by an amount which exceeds Twenty Five Thousand Dollars (\$25,000.00) must be formally authorized and approved by the Town Council prior to their issuance and before Work may begin. No claim against the Town for extra work in furtherance of such Change Order shall be allowed unless prior approval has been obtained.

2. If the Town and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Section X or Section XI.

3. Contractor shall not be entitled to an increase in the Contract Price or an extension of the

Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented except in the case of an emergency and except in the case of uncovering work as those situations are addressed herein.

4. The Town and Contractor shall execute appropriate Change Orders or written Amendments covering:

4.1 Changes in the Work which are ordered by the Town pursuant to this Section, and are required to correct defective work or are agreed to by the parties; and

4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties. Provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule. Proposed Change Orders shall be prepared by Contractor on forms approved by the Town. When submitted for approval to the Town they shall carry the signature of the applicable Contract Administrator, Town Engineer, and Contractor.

5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

SECTION XI CHANGE OF CONTRACT PRICE

1. GENERAL

1.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price,

1.2 The Contract Price may only be changed by a Change Order or by a written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered to CEI promptly (but in no event later than three (3) days after the occurrence of the event giving rise to the amount of the claim with supporting data to be delivered within seven (7) days and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No resolution of a claim for adjustment in the Contract Price shall be effective until approved by the Town in writing. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

1.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

- B. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any Sub-Contractor fees) which shall not exceed twenty-five percent (25%) of the original Contract Price as defined herein or Contract Price as modified by an acceptable Change Order or written Amendment executed by all parties.
- C. On the basis of the Cost of the Work determined as provided in Paragraph 4 below plus a Contractor's Fee for overhead and profit determined as provided in Paragraph 6 below.

2. COST OF THE WORK

2.1 The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Town such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in this Section.

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

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

3. NOT INCLUDED IN THE COST OF THE WORK

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

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

4. CONTRACTOR'S FEE

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

- A. For costs incurred under this Section shall not exceed ten percent (10%).

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

5. COST BREAKDOWN REQUIRED

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

SECTION XII CONTRACT TIME

1. COMMENCEMENT

- 1.1 The Date of Commencement of the Work is the date established in the Notice to Proceed.
- 1.2 Time of Substantial Completion:
 - A. The date of Substantial Completion of the Work or designated portion thereof is the date certified by CEI when construction is sufficiently complete, in accordance with the Contract Documents, so the Town can occupy or utilize the Work or designated portion thereof for the purposes for which it is intended.

2. CHANGE OF CONTRACT TIME

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

National Oceanic and Atmospheric Administration at the National Weather Service Miami-South Florida Forecast Office.

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

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

3. LIQUIDATED DAMAGES

Upon failure of Contractor to complete the Work within the time specified for Final Completion, (plus approved extensions if any) Contractor shall pay to the Town the sum of Three Hundred Dollars (\$300.00) for each day that the Substantial Completion of the Work is delayed beyond the time specified in the Contract for Substantial Completion, as fixed and agreed liquidated damages and not as a penalty. After Substantial Completion, if Contractor neglects, fails or refuses to complete the remainder of the Work within the Contract Time or any approved extension thereof, Contractor shall pay to the Town the sum of Three Hundred Dollars (\$300.00) for each calendar day (plus approved extensions if any) after the time specified in the Contract for Final Completion and readiness for final payment as fixed and agreed liquidated damages and not as a penalty. Liquidated-damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Town as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The Town shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to Contractor, the amount of such liquidated damages and if the amount retained by the Town is insufficient to pay in full such liquidated damages, the Contractor shall pay in full such liquidated damages. Contractor shall be responsible for reimbursing the Town, in addition to liquidated damages or other per day damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the project beyond the completion date specified or beyond an approved extension of time granted to Contractor whichever is later.

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

1. WARRANTY AND GUARANTEE

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

2. ACCESS TO WORK

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

3. TESTS AND INSPECTION

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

3.2 Contractor shall assume full responsibility, pay all costs in connection therewith and furnish CEI the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

3.3 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CEI, it must, if requested by CEI, be uncovered for examination and properly restored at Contractor's expense. Such uncovering shall be at Contractor's expense unless Contractor has given CEI timely notice of Contractor's intention to cover the same and CEI has not acted with reasonable promptness in response to such notice.

3.4 Neither observations by CEI nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

4. UNCOVERING THE WORK

4.1 If any work is covered contrary to the written request of CEI, it must, if requested by CEI or Town Representative, be uncovered for CEI's observation and replaced at Contractor's expense.

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

found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the contract time, or both, directly attributable to such uncovering and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore as provided in the Contract Documents.

5. THE TOWN MAY STOP THE WORK

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

6. CORRECTION OR REMOVAL OF DEFECTIVE WORK

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

7. ONE YEAR CORRECTION PERIOD

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

SECTION XIV PAYMENTS TO CONTRACTOR AND COMPLETION

1. SCHEDULE OF VALUES

The schedule established as provided in Article 5 of the Contract will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CEI.

2. APPLICATION FOR PROGRESS PAYMENT

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

3. CONTRACTOR'S WARRANTY OF TITLE

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

4. REVIEW OF APPLICATIONS FOR PROGRESS PAYMENTS

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

5. GROUND FOR REFUSAL

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

- A. The Work is defective, or completed Work has been damaged requiring correction or replacement.
- B. The Contract Price has been reduced by written Amendment or Change Order.
- C. Of CEI's actual knowledge of the occurrence of any of the events outlined elsewhere in the Contract Documents that represent grounds for refusal of payment in whole or part the Town may refuse to make payment of the full amount recommended by CEI because claims have been made by the Town on account of Contractor's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling the Town to a set-off against the amount recommended, but the Town must give Contractor written notice stating the reasons for such action within a reasonable time from receipt of CEI's recommendation for payment on that matter.

D. Final Inspection:

Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, CEI will make a final inspection with the Town and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

6. FINAL APPLICATION FOR PAYMENT

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

7. FINAL PAYMENT AND ACCEPTANCE

7.1 If, on the basis of CEI's observation of the Work during construction and final inspection, and CEI's review of the Final Application for Payment and accompanying documentation all as required by the Contract Documents, CEI is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, CEI will, within ten (10) days after receipt of the Final Application for Payment, indicate in writing CEI's recommendation of payment and present the Application to the Town for payment. Thereupon CEI will give written notice to the Town and Contractor that the Work is acceptable. Otherwise, CEI will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to the Town of the Application and accompanying documentation, in appropriate form and substance, and with CEI's recommendation and notice of acceptability, the amount recommended by CEI will become due and will be paid by the Town to Contractor.

7.2 If, through no fault of Contractor, Final Completion of the Work is significantly delayed and if CEI so confirms, the Town shall, upon receipt of Contractor's Final Application for Payment and

recommendation of CEI, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the Town for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to CEI with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7.3 Any moneys not paid by the Town when claimed to be due to Contractor under this Contract shall not be subject to interest, including but not limited to pre-judgment interest.

8. CONTRACTOR'S CONTINUING OBLIGATION

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

9. WAIVER OF CLAIMS

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

10. THE TOWN MAY SUSPEND WORK

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

11. THE TOWN MAY TERMINATE

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

- A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such

equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

- C. If Contractor makes a general assignment for the benefit of creditors.
- D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors.
- E. If Contractor admits in writing an inability to pay its debts generally as they become due.
- F. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time, or fails to adhere to the Progress Schedule as same may be revised from time to time, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the Contract Time, or if the Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner in accordance with the Contract Documents.
- G. If Contractor disregards laws or regulations of any public body having jurisdiction.
- H. If Contractor disregards the authority of CEI.
- I. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents, the Town may, after giving Contractor and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to full extent they could be used by Contractor without liability to Contractor for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the Town has paid Contractor but which are stored elsewhere, and finish the Work as the Town may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work, including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs, such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to the Town. Such costs incurred by the Town will be approved as to reasonableness by CEI and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph the Town shall not be required to obtain the lowest price for the Work performed.
- J. Where Contractor's services have been so terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue any retention or payment of moneys due Contractor by the Town

will not release Contractor from liability.

12. TERMINATION FOR CONVENIENCE OF THE TOWN

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

13. TERMINATION BY CONTRACTOR

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

SECTION XV NOTICES & COMPUTATION OF TIME

1. GIVING NOTICE

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

Contractor:

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

The business address of the Town is:

Town of Medley
7777 N.W. 72 Avenue
Medley, FL 33166

2. COMPUTATION OF TIME

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

SECTION XVI MISCELLANEOUS

1. Should the Town or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

2. The duties and obligations imposed by these Construction Services General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon Contractor and all of the rights and remedies available to the Town and CEI thereunder, are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Contract.

3. Contractor shall not assign or transfer the Contract or its rights, title or interests therein without the Town's prior written approval. The obligations undertaken by Contractor pursuant to the Contract shall not be delegated or assigned to any other person or firm unless the Town shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by Contractor and the Town may, at its discretion, cancel the Contract and all rights, title and interest of Contractor shall thereupon cease and terminate.

SECTION XVII BONDS AND INSURANCE

1. CONSTRUCTION, PAYMENT AND PERFORMANCE BONDS

1.1 Within fifteen (15) days after issuance of Notice of Award, but in any event prior to commencing Work, Contractor shall execute and furnish to the Town a Performance Bond and a Payment Bond, each written by a corporate surety authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised July 1, 1997 (31 DFR, Section 223.10, Section 223,11). Further, the surety company shall provide the Town with evidence satisfactory to the Town, that such

excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

1.2 Financial Stability A

1.3 Financial Size VIII

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

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BID FORM

FOR BID NO. 2021-027

GENERAL CONTRACT FOR LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS

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
- (n) Attachment 14: Conformance with OSHA Standards
- (o) Attachment 14: Trench Safety Act Compliance
- (p) Attachment 15: Construction Engineering and Inspection Services Company Notice
- (q) Attachment 16: References
- (r) Attachment 17: Bid Bond

**BID PROPOSAL
FOR BID NO. 2021-027**

LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS

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. 2021-027					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Demolition (Removal of concrete cap)	SY	160		
3	Maintenance of Traffic	LS	1		
4	Clearing and Grubbing	AC	0.17		
5	Sediment Barrier	LF	360		
6	Floating Turbidity Barrier	LF	433		
7	Inlet Protection System	EA	3		
8	Earthwork – Channel Excavation	CY	987		
9	Signing and Pavement Marking	LS	1		

BID PROPOSAL FOR BID NO. 2021-027

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
10	Type "B" Stabilization 12" (LBR of 40)	SY	441		
11	8" Limerock Base	SY	441		
12	Milling Existing Asphalt Pavement, 1" Average Depth	SY	356		
13	Type SP-12.5 Asphalt (with Speed Hump)	TN	73		
14	#57 Stone	CY	490		
15	Guardrail Transition (Including Foundation and Back-Fence)	LF	58		
16	Aluminum pedestrian/Bicycle Bullet Railing	LF	360		
17	Concrete Bulkhead Class IV	CY	383		
18	Rebar – Bulkhead	LB	32,946		
19	Filter Fabric	SF	12,572		
20	Flowable Fill	CY	175		

BID PROPOSAL FOR BID NO. 2021-027

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
21	Tremie Concrete (allowance)	CY	60		
22	Grout Precast	CY	1.5		
23	Bid Bond	%			
24	Performance Bond	%			
25	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 _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
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:

LEHIGH LAKE (Lake Lowell) SHORLINE REPAIRS

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

QUALIFICATION STATEMENT

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

SUBMITTED TO: Town of Medley
 (Contract Administrator)

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

SUBMITTED BY: _____

CIRCLE ONE
Corporation
Partnership
Individual
Other

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

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

The correct name of the Bidder is: _____

The address of the principal place of business is: _____

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

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

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

- a. Date of organization: _____

- b. Name, address and Township units of all partners: _____
 - c. State whether general or limited partnership: _____
4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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

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

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

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

8. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____

9. Have you personally inspected the site of the proposed Work? ___Yes ___No

10. Did you attend the Pre-Bid Conference if such conference was held? ___Yes ___No

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

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

Signature
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

TO THE TOWN OF MEDLEY:

We, _____, hereby acknowledge and agree that as Contractors for the construction of:

LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS

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:

LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction of the Town of Medley Lehigh Lake (Lake Lowell) Shoreline Repairs 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 of the Town of Medley Lehigh Lake (Lake Lowell) Shoreline Repairs. Construction shall include: all activities related to new construction of the bulkhead wall as approved by the Town and Engineer prior to construction. 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:

Commented [r2]: MEDLEY TO PROVIDE

DESCRIPTION OF WORK:

LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction of the Town of Medley Lehigh Lake (Lake Lowell) Shoreline Repairs 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 of the Town of Medley Lehigh Lake (Lake Lowell) Shoreline Repairs. Construction shall include: all activities related to new construction of the bulkhead wall as approved by the Town and Engineer prior to construction. 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. [redacted], 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;

Commented [r3]: MEDLEY TO PROVIDE

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 [redacted] 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.

Commented [r4]: MEDLEY TO PROVIDE

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. [redacted], 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;

Commented [r5]: MEDLEY TO PROVIDE

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 crime subsequent to July 1, 1989.

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

[attach a copy of the final order]

I UNDERSTAND THAT SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPGH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VAILD THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC

ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of Identification)

(Print, typed, or stamped commissioned name of notary public)

Contractor's Application For Payment No. _____

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

APPLICATION FOR PAYMENT

Change Order Summary

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

CONTRACTOR'S CERTIFICATION

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

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

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

Progress Estimate

Contractor's Application

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

Progress Estimate

Contractor's Application

For (contract):				Application Number:						
Application Period:				Application Date:						
A				B	C	D	E	F		G
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Totals										

Stored Material Summary

Contractor's Application

For (contract):				Application Number:					
Application Period:				Application Date:					
A Invoice No.	B Shop Drawing Transmittal No.	C Materials Description	D Stored Previously		E Stored this Month		F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
		Totals							

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

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

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

Description: _____

Attachments: (List documents supporting change): _____

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

RECOMMENDED:	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.: _____

Commented [r6]: MEDLEY TO PROVIDE

PROJECT: Town of Medley to Review

LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction of the Town of Medley LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS 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 of the Town of Medley LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS. Construction shall include: all activities related to new construction of the Town's bulkhead wall as approved by the Town and Engineer prior to construction. 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:

LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS

The Contractor must furnish all supervision, labor, materials, tools, equipment, and documents required in construction of the Town of Medley Lehigh Lake (Lake Lowell) Shoreline Repairs 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 of the Town of Medley Lehigh Lake (Lake Lowell) Shoreline Repairs. Construction shall include: all activities related to new construction of the bulkhead wall as approved by the Town and Engineer prior to construction. 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.

Commented [r7]: MEDLEY TO PROVIDE

Commented [r8]: MEDLEY TO PROVIDE

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.

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Commented [r10]: MEDLEY TO PROVIDE

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

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

Article 4. CONTRACT SUM

4.1 The TOWN shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of _____ Dollars (\$_____).

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: LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS.
- 8.1.9. Drawings consisting of a cover sheet and sheets numbered 1 to 27 with each sheet bearing the following general title: LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS
- 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.

TOWN:

ATTEST :

Town Clerk

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, FLORIDA, for the project titled LEHIGH LAKE (Lake Lowell) SHORELINE REPAIRS, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

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

(SEAL) _____
Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

My Commission Expires:

Notary Public

PART 3 – GENERAL CONDITIONS

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PART 1 - GENERAL

1.01 SCOPE

When used in this publication the following underlined terms shall have meaning as hereinafter defined:

- A. The masculine pronoun shall include the feminine and neuter, and the singular shall include the plural;
- B. "And" shall also mean "or" and "or" shall also mean "and", wherever the context or purpose so requires;
- C. "Person" shall mean and include any individual, combination of individuals, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise;
- D. "Town" or "Medley" shall mean Town of Medley, located in Miami Dade County of Florida, and its underlying departments including Water and Sewer Department, which is the party hereto and for which this Contract is to be performed;
- E. "Engineer" shall mean the authorized representative for the Town;
- F. "Inspector" shall mean any person designated by the Engineer to examine and inspect materials and work for the purpose of insuring compliance by the Contractor with all requirements of the Plans and Specifications;
- G. "Developer" shall mean the person, who has entered into an agreement with the Town to construct a Project.
- H. "Contractor" shall mean the party of the second part to the contract. The person, firm, or corporation, holding a current Certificate of Competency applicable to the type of work to be performed, with whom a contract has been made directly or through accredited representatives, that may have entered into a contract with the Town and who is primarily liable for the acceptable performance of the work for which he has contracted and also for the payment of all legal debts pertaining to the work, or Contractor shall mean any person engaged by the Developer to supply labor, materials or equipment for use in the fulfillment of the project.
- I. "Subcontractor" shall mean any person engaged by the Contractor to supply labor, materials or equipment for use in the fulfillment of the Project;
- J. "Engineer of Record" shall mean the Florida-certified professional engineer engaged by the Developer or the Town to design the proposed Project.

- K. "Project" shall mean and include all construction; for which the Contractor is responsible under the Contract Documents, or shall mean and include all construction for which the Developer or Engineer of Record is responsible under the agreement with the Town.
- L. "Plans" shall mean construction drawings prepared by the Developer or Engineer of Record for the proposed Project.
- M. "Standards Details" or "Standards" the Town's latest published standard construction details, copies of which are bound herein.
- N. "Equal" or "Approved Equal" shall mean only that material or product which is specifically approved by the Engineer as being an acceptable substitute for a material or product designated in the Specifications or by a trade name or the name of the manufacturer.
- O. "Domestic" when applied to materials, shall mean materials or products produced within the continental limits of the United States.
- P. "Water level" or "water table" shall mean the top elevation of the natural ground water table as it exists in the trench at any particular site and time during the installation.
- Q. "Surveyor" shall mean a professional surveyor registered in the State of Florida to engage in the practice of surveying.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

PART 1. SECTION 01010 – SUMMARY OF WORK GENERAL

1.01 SCOPE OF WORK

- A. Work Included: This Section describes the project in general, and provides an overview of the extent of the work to be performed under this Contract. Detailed requirements and extent of work is stated in the applicable Specification sections and shown on the Contract Plans. The Contractor shall, except as otherwise specifically stated herein or in any applicable parts of the Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the work under this Contract.

1.02 SPECIFICATIONS

- A. The Specifications included in these Contract Documents establish the minimum performance and quality requirements for materials and equipment together with the minimum standards for quality of workmanship and appearance. Generally, there has been no attempt to separate the Specification sections into groups for the work of separate subcontractors, or for work to be performed by the various trades. Should there be any question as to the interpretation of any particular Specification section or part of Specification section, such question should be directed to the Town prior to the submittal of a proposal for the work under this Contract.
- B. The work shown on the Plans is intended to be comprehensive and descriptive, not an exact and complete representation of the actual finished work. Installed work shall include fittings, joints, supports, nuts, bolts, and all other accessories required to provide complete and satisfactory systems as specified, even though some items may not be specifically shown on the Plans.
- C. It is the intent of the Town to obtain a complete, functional, and satisfactory installation under this project, and any items of labor, equipment or materials which may be reasonably assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on any plans which may be supplied or stated herein. The Contractor shall provide all materials for the project unless they are specifically called out in these specifications as being supplied by the Town. The Contractor shall also supply all sheeting, shoring, bracing and all other labor, material or equipment required to preclude damage to, or loss of functionality of, any existing facility or system.
- D. No request for additional compensation or Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The Contractor shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the Contractor.

1.03 REASONABLY IMPLIED PARTS OF THE WORK SHALL BE DONE THOUGH ABSENT FROM SPECIFICATIONS

- A. Any part of the work which is not mentioned in the Specifications but is shown on the Plans, or any part not shown on the Plans but described in the Specifications, or any part not shown on the Plans nor described in the Specifications, but which is necessary or normally required as a part of such work, or is necessary or required to make each installation satisfactorily and legally operable, shall be performed by the Contractor as incidental work without extra cost to the Town, as if fully described in the Specifications and shown on the Plans, and the expense thereof shall be included in the applicable unit prices or lump sum bid for the work.

1.04 DESCRIPTION OF WORK

- A. The work consists of furnishing all supervision, labor, materials, tools, equipment, and perform all operations required to construct a concrete retaining wall at the Lakeside Retirement Park located along three section of the NW 105th Way in accordance with the Contract Documents and as described in the Drawings, General Notes, and Technical Specifications. The work includes disposal of all construction debris, unused excavated material, and all unsuitable material.

1.05 TESTING

- A. Testing procedures shall be submitted to the Engineer as shop drawings and will be subject to review and approval. The Town reserves the right to require test procedure and equipment changes and revisions to the extent considered appropriate by the Engineer whose decision shall be final. The Contractor is advised that all testing shall be carried out in accordance with the best practices of the trade, Best Management Practices (BMP) and as recommended in writing by the Engineering/technical/test staff of the manufacturer of the equipment and he should plan and price his test work accordingly. In no case will test recommendations of a manufacturer's sales or management groups be considered sufficient. The Contractor shall include in his prices bid all costs for testing and no extra compensation will be allowed.
- B. Full written reports of tests and results shall be furnished by the Contractor to the Town. Any delays or costs occasioned by test procedures or results not being satisfactory to the Engineer shall rest solely with the Contractor and no extra time or compensation will be allowed. All on site testing shall be witnessed by the Town and the Contractor shall make timely arrangements and fully coordinate tests with the Engineer.

PART 2. PRODUCTS

NOT USED

PART 3. EXECUTION

NOT USED

END OF SECTION

SECTION 01011 - SITE CONDITIONS

PART 1 GENERAL

1.01 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation; disposal, handling and storage of materials; availability of labor, water, electric power, roads; disposal of water from construction; uncertainties of weather; the conformation and conditions at the ground; the type of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, making whatever site investigations he deems diligent or prudent, and from evaluating information derived from exploratory work that may have been done by the Town or included with these Contract Documents. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost thereof under this Contract.
- C. The Contractor acknowledges that by personal field observation or other means satisfactory to himself, performed prior to the Bid, he has included in the prices bid all costs for dealing with all construction problems created by observable above or on grade features on or adjacent to the site of the work whether or not these features are shown on the Plans or described in the Specifications. In instances where the observable features indicate subsurface conditions which may affect the Project work, as for example, a pavement patch or catch basin gratings indicating respectively a utility or storm sewer not shown on the Plans, the Contractor acknowledges that he has made timely, diligent, inquiry of the Engineer or by other means fully satisfied himself prior to the Bid as to the nature of, and costs created by, the subsurface condition and included all costs therefore in the prices bid.

1.02 INFORMATION ON SITE CONDITIONS

- A. All information obtained by the Town regarding the site conditions, topography, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Engineer upon request. Such information is offered as supplementary information only. Neither the Engineer nor the Town assumes any responsibility for the completeness or for the Contractor's interpretation of such supplementary information. Prior to bidding and after written approval from the Town, bidder may make his own survey investigations to satisfy himself with site conditions at his own cost.

1.03 EXISTING UTILITIES AND LOCATION SERVICES

- A. Known utilities and structures adjacent to or encountered in the work are shown on the

Drawings. The locations shown are taken from existing records and the best information available from existing plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town, the Engineer, and/or the Engineer of Record for their accuracy or completeness. **No request for additional compensation or Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The Contractor shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the Contractor.**

1.04 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, irrigation system, or any other utility, the Contractor shall make all arrangements necessary for the protection of these utilities and services.
- 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. **Absolutely no extra compensation will be allowed for construction problems created by utility poles of whatever size, overhead electric, telephone or other lines, whether shown on the Plans or not. The Contractor is solely responsible for discerning such items in the field prior to bidding and including all costs for such work in the prices bid.**
- 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 Contract.
- 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 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 Engineer.

- G. Replace, with material approved by the Engineer, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents and as approved by the Engineer.

1.05 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, above ground, or underground. An attempt has been made to show major structures on the Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and is presented as a guide. The Contractor is solely responsible for field verification of all locations and information provided and to determine the type, location, elevation and extent of any utilities which may not have been shown on the Plans.

1.06 FIELD RELOCATION

- A. During the process of construction, it is expected that minor relocations of the work may be necessary. Such relocations shall be made only by the direction of the Engineer at the Contractor's expense. If existing structures are encountered that will prevent construction as shown, notify the Engineer before continuing with the work in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor fails to notify the Engineer when an existing structure is encountered, and proceeds with the work despite this interference, the Contractor does so at his own risk.
- B. Representatives of utility companies, the railroad companies, the traffic and transportation authorities, etc., shall be notified in accordance with the provisions set forth in the relevant sections of the Specifications and the permitting documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01016- SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY

PART 1 GENERAL

1.01 CONTRACTOR'S RESPONSIBILITY FOR SAFETY

- A. 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 Contract period. This requirement shall apply continuously and not be limited to normal working hours.
- B. Neither the Professional activities of the Design Professional, nor the presence of the Design Professional nor his or her employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending, or coordinating all portions of the Work of construction in accordance with the Project Documents and any health and safety precautions required by any regulatory agencies.

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 Project Documents. Where any of these are in conflict, the more stringent requirements shall be followed. 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.

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

- A. 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 Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor's Manual of Safety Practices outlining the firm's policies on field safety procedures for employees shall be submitted to the Engineer for review before "Notice to Proceed" will be issued. 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 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 an 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 all personnel and the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes, and trenches or excavations. Furnish barricades, lanterns, and proper signs to safeguard all persons and work.
- C. The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, 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. All such barriers shall have adequate warning lights as necessary, or required, for safety.
- E. There shall be no oil dripping from equipment or oil spills.

1.06 STORAGE OF HAZARDOUS MATERIALS

- A. The material 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 material in a manner approved by the Department of Environmental Resources Management (DERM) at the Contractor's sole cost. The Contractor is not allowed to store empty containers at the site. In case of any violation, the Engineer will report such violation to DERM and the Contractor shall be subject to all penalties and fines as required by State and County regulations.
- B. 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 site. The Contractor shall be allowed to keep only such materials at the site for immediate use.

1.07 ACCIDENT REPORTS

- A. If death, serious injuries, or serious damages are caused, report the accident immediately by telephone or messenger to the Engineer. In addition, the Contractor must promptly report in writing to the Engineer and the Town all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- B. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, promptly report the facts in writing to the Engineer and the Town, giving full details of the claim.

1.08 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 and the controlling authority. 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. Supply flagmen and guards or Police when they are required by regulation, when deemed necessary for safety, or required by the Engineer. Flagmen and Guards shall be furnished with approved orange wearing apparel and other regulation traffic control devices.

1.09 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.

1.10 HURRICANE PREPAREDNESS

- A. 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. After Notice to Proceed: The Contractor shall submit for approval, a Plan of Action for the specific actions to be taken on their particular projects during a hurricane watch warning.
- C. Upon Notification of a Hurricane Warning
 - 1. Formal notification to the Contractors to implement their approved Plan of Action to protect the project and the public.

2. A copy of the notifications will be provided to the Engineer. The Engineer may notify the Construction Superintendent of any assistance he may need for the Contractor in order to secure the site.

1.11 JOINT SURVEY TO ESTABLISH AUTHENTICITY OF POSSIBLE DAMAGE CLAIMS

- A. The Contractor shall maintain vertical and horizontal survey control points on all structures and improvements, located in the vicinity of the work prior to beginning work, and shall periodically check the points for movements with copies provided to the Engineer, of the survey notes for each survey and a copy of the layout of the survey control points.
- B. After the contract is awarded and before commencement of work, the Contractor shall perform a thorough examination of existing buildings, structures, and other improvements in the vicinity of the work, as applicable, which might be damaged by his operations.
 1. Examinations of existing structures, buildings, and other improvements in the vicinity of the work shall be done by the Contractor. The scope of the examination shall include cracks in the structures, settlement, leakage, and similar conditions. The Town assumes no responsibility for pre-existing conditions of the structure.
 2. Records in triplicate of all observations shall be prepared by the Contractor, photographs shall be taken by the Contractor signed and dated, with descriptive information and in the manner specified above. One signed copy of every document and photograph will be kept on file in the office of the Engineer. Video recording also required.
 3. The above records are intended to be used as indisputable evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of the Contractor and the Town, and will be a means of determining whether and to what extent damage, resulting from the Contractor's operations, occurred during the Contract work.
- C. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the Town.

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 Town's Inspector, the Contractor must comply with all applicable requirements of OSHA, EPA, FEDP and Miami-Dade County DERM.

1.02 Not Used

1.03 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 The Engineer of Record 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 NOT USED

END OF SECTION

SECTION 01031- GRADES, LINES AND LEVELS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This work of this Section comprises the establishing of grades, lines and levels.

1.02 RELATED WORK

- A. Section 01720 - Project Record Documents.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Furnish all stakes, templates and other materials necessary for establishing and maintaining of the lines and grades necessary for control and construction of the Work and all incidental labor necessary for the prosecution of the Work.

PART 3 EXECUTION

3.01 LAYOUT OF THE WORK

- A. As provided in Section 4 of the General Covenants and Conditions, the Contractor through the services of a Florida Registered Land Surveyor, shall establish the line and bench marks and other reference points for the installation of the pipeline or structure.
- B. For structures, this will consist of base lines, stakes at corners, centers and centerlines, auxiliary lines and a bench mark from which to establish the elevations.
- C. The Contractor shall supply the Town Inspector with a copy of the Registered Land Surveyor's layout of the Work immediately upon its availability to his own forces.
- D. The Contractor shall make his equipment and men available to the Inspector for spot checking the accuracy of the Work. The Inspector shall require the Work to be brought within the tolerances specified elsewhere before the construction is otherwise hidden.

3.02 RECORD DRAWINGS

- A. During the entire construction operation, the Contractor shall retain the services of a State of Florida Registered Land Surveyor who shall maintain records of the installation, including all deviations from the plans and specifications by obtaining "As-built" dimensions and elevations.
- B. The surveyor shall prepare therefrom, record as-built drawings showing correctly and accurately all changes and deviations made during construction, including approved

construction variances to reflect the Work as it was actually constructed.

- C. Refer to Section 01720 - Project Record Documents for Department's Criteria for developing record as-built drawings.

END OF SECTION

SECTION 01090 - REFERENCE STANDARDS

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. Comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.
- B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

1.02 ABBREVIATIONS

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of State Highway & Transportation Officials
ACI	American Concrete Institute
AGMA	American Gear Manufacturers Association
AIEE	American Institute of Electrical Engineers(Now IEEE)
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute

AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builder's Hardware Manufacturer's Association
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing and Steel Institute
CS	Commercial Standard
DOT or FDOT	Standard Specification for Road and Bridge Construction Florida Department of Transportation
FED SPEC	Federal Specifications
FS	Federal Standard
HI	Hydraulic Institute
ICEA	Insulated Cable Engineer's Association
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
JIC	Joint Instrument Conferences of Hydraulic Manufacturers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturer's Association
NSF	National Sanitation Foundation

NWMA	National Woodwork Manufacturer's Association
OSHA	U.S. Department of Labor, Occupational Safety and Health Association
PS	Product Standards Section - U.S. Dept. of Commerce
SAE	Society of Automotive Engineers
SFBC	South Florida Building Code
SMACNA	Sheet Metal & Air Conditioning Contractor's Association
SSPC	Steel Structures Painting Council
UL	Underwriter's Laboratories, Inc

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01100 - SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 EXISTING JOB SITE

- A. Work includes, but is not limited to, the construction of the concrete wall which is approximately 360 ft. in length along three sections of the NW 105th Way (Lehigh Lake Shoreline).
1. The new concrete wall will consist of a precast concrete L-section and a cast in place part. The precast section part is instead to be use in the bottom (underwater) part of the wall and the cast in place above the water level.
 2. There is an existing gabion wall that is going to remain in place.
 3. A suggested method of placement of the precast section is included in the drawings, however the CONTRACTOR may propose alternative methods for approval by the Engineer.
 4. The CONTRACTOR must provide a minimum of 3 feet excavation into the natural limestone conditions per the Geotechnical Report dated July 24, 2018.
- B. Protection of existing utilities, structures and other facilities: The underground pipes, utilities and structures shown on the Plans are located according to the best information available, but may vary from both the position and elevation shown. The Contractor shall explore far enough ahead of his work to determine the exact location and condition of such utilities, structures or facilities so that, before the material or equipment is installed, the Engineer may make the appropriate changes, should that become necessary to avoid a conflict. Should this exploration reveal that adjustments to the work are necessary; the Contractor shall immediately notify the Engineer and coordinate with him to adjust the work in a timely fashion avoiding delays to construction. **No request for additional compensation or Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The Contractor shall explore sufficiently ahead of the Work to allow time for any necessary adjustment without delay occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the Contractor.**
- C. All cost for changing the location of the proposed item in question in order to clear obstructions located differently than shown on the Plans, or to clear obstructions located differently than shown on the Plans but the location of which could have become known or should have become known by proper observation of field conditions or the proper exploratory procedure, shall be included in the prices bid under the various items of the Proposal and no additional compensation will be allowed.

- D. All pipes, sewers, drains and other pipe, cables, or conduits, and all other obstructions, whether or not shown, shall be temporarily removed from, or supported during the work. It is intended that wherever piping systems or utilities such as water, waste water, air, chemical, electrical or other service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the plans. The Contractor shall be held responsible for any damage to such installations and shall restore them to service immediately.
- E. Relocation of existing utilities: The relocation of existing utilities, as noted on the Plans, or for the convenience of the Contractor shall be the responsibility of the Contractor. This work shall be completed by either the existing utility or the Contractor at the discretion of the responsible utility. If the work is to be performed by the Contractor, all work shall be done in accordance with the utility company's requirements. Under no circumstances shall the Contractor be authorized extra payment for this work, and all cost for the relocation shall be the responsibility of the Contractor.
- F. The Contractor shall also be responsible for the coordination of all existing utility relocations with the appropriate utilities. Where temporary supports or protective encasements are required during the construction, the Contractor shall be responsible for this work at no additional cost.
- G. Any conflicts between the field investigation and the information shown on the Plans shall be brought to the immediate attention of the Engineer.

1.02 LAND FOR CONSTRUCTION PURPOSES

- A. The Contractor shall limit his operations, temporary facilities and storage of equipment and materials to on-site areas to be designated by the Engineer.
- B. Should the Contractor require additional space he shall make his own arrangements for storage of materials and equipment in locations off the construction site. For the allocated space, submit to the Engineer for approval, proposed plan and layout for all temporary sanitary facilities, offices, storage facilities, temporary water service and distribution, and temporary power service and distribution. Prior to commencing any new construction remove, relocate and protect where necessary all existing underground and above ground facilities, pipelines, utility systems, plantings and all other existing installations. All of these existing features shall be restored to their initial or better than initial conditions.

1.03 PRE-CONSTRUCTION MEETING

- A. Prior to commencement of construction, a pre-construction meeting will be held to discuss and approve the previously reviewed Contractor's construction progress schedule, proposed sequence of construction and proposed construction methods relative to existing facilities and to establish procedures for handling Shop Drawings and other submittals and to establish a working understanding between the parties as to the Project.

- B. Prior to the preconstruction conference, the Contractor shall prepare the construction schedule, which shall include the place of beginning, the proposed order of progression, together with the estimated times for beginning and completing the various items of work. In addition, the Contractor shall prepare on electronic media, a critical path method (CPM) Construction Progress Schedule with emphasis made to "construction time and completion". Town reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize any conflict with facility operation.
- C. The Engineer will discuss requirements of such matters as Project supervision and inspection progress schedules and reports, insurance, safety, and other items pertinent to the Project.
- D. All parties to this conference should be prepared to discuss any problems anticipated with the execution of the work under this Project.

1.04 SAFETY REQUIREMENTS

- A. Comply with all applicable provisions of the Occupational Safety and Health Act (OSHA). The Contractor's Manual of Safety Practices, dealing with the firm's policies on field safety procedures for employees shall be submitted to the Engineer for his review before Notice to Proceed will be issued.
- B. Conduct operations in such a manner, utilizing warning devices, such as traffic cones, barricades and warning lights, that traffic and pedestrians are given adequate warning of hazards of the work site as may be deemed necessary by the Town and/or the Engineer.
- C. Certain products specified in these Specifications contain warnings by the manufacturer that under certain conditions, if instructions for use of the product are not followed, a hazardous condition may develop. It is the Contractor's responsibility to instruct his workmen in the safe use of the product, or any product substitution.
- D. 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 of Florida (SSOCCOF), at 1-800-432-4770, forty-eight hours prior to any excavation. Failure to familiarize himself with the obligations and the penalties set forth herein shall not relieve the Contractor from any responsibility.
- E. The Contractor shall appoint a "competent person", which 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.
- F. Do not store any environmentally hazardous materials such as solvents, greases, lubricants or any other type of chemical substances at the Work site. The Contractor is permitted to keep such materials at the site as are for immediate use only. Store and handle the materials in a safe manner and upon their use immediately dispose of the cans, containers, rags and remnants of the materials in a manner approved by the

Town and Department of Environmental Resources Management (DERM) at the Contractor's expense. Do not store empty containers at the site. In case of any violation, the Engineer will report such a violation to DERM and the Contractor shall be subject to all the penalties and fines established by State and County regulations.

1.05 ELEVATIONS AND LOCATIONS OF EXISTING INSTALLATIONS

- A. The elevations and locations of existing installations, including piping, equipment, etc., shown on the Plans are approximate. Be responsible for verifying the accuracy of these locations and elevations prior to commencement of any work which is to be connected to the existing installation and immediately bring to the attention of the Engineer any and all discrepancies discovered.
- B. **The Contractor shall verify these locations and elevations sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by locations and/or elevations differing from those shown on the Plans which could have or should have been discovered by timely verification ahead of the Work shall rest solely with the Contractor. No request for additional compensation or Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering interfering installations not shown, or existing installations differing in location or elevation from that shown, will be considered.**
- C. Do not proceed with the work affected until permission is received in writing from the Engineer indicating all modifications required, if any.

1.06 MATERIALS AND EQUIPMENT FURNISHED BY THE TOWN

- A. The Town will furnish water at a charge for all construction activities unless otherwise specifically made an exception in the Project Specifications or specifically made an exception by the Engineer in writing. The Contractor will be billed by the Town based on water usage recorded by the floating meter. Failure of the Contractor to meter the water could result in his being fined and/or a citation being issued against him in accordance with the rules and regulations of the Town's Tampering Section.
- B. Water for construction activities will be furnished from the most convenient water source. In instances where no Town-owned source of water is available, the Contractor shall make his own arrangements with the municipality or other controlling authority and include the cost of all water required during construction in his overall construction cost. No reimbursement will be made.
- C. When the project is occurring in Unincorporated Dade County, the Contractor shall present a Dade County Fire Department Permit during application with New Business Office.
- D. Under no circumstance shall the Contractor utilize a water source, including existing piping, until such source or piping has been approved for use by the Town.

1.07 MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR

- A. In addition to the detailed specifications for materials and equipment, the general requirements listed below shall apply for all materials and equipment furnished under the Contract.
- B. All materials and equipment furnished by the Contractor for use in the work shall be new and of recent domestic manufacture, and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five years. All components shall, wherever possible, be standard stock articles of well-known domestic manufacturers. Where the Plans and Specifications designate the product of a particular manufacturer, the product specified has been found suitable for the intended use, but, unless otherwise provided, articles or products of similar characteristics may be offered for the approval of the Engineer. A minimum of six copies (more if so required elsewhere herein) of complete descriptive data shall be furnished regarding all articles furnished by the Contractor. The descriptive data shall consist of dimension plans, catalog references and other information necessary to clearly identify and evaluate each article. When substitutions are allowed, the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense and shall be solely responsible for all costs and time required by any differences in construction methods, fabrication or assembly required and no additional time will be allowed. Any re-permitting together with all cost and work associated therewith shall be performed by the Contractor and no additional compensation or time will be allowed.
- C. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose word shall be final and shall be performed by a Registered Professional Engineer, licensed to practice in the State of Florida.
- D. Unless otherwise specified or noted on the Plans, all steel bolts, nuts, washers and other miscellaneous ferrous metal items (except cast iron or stainless steel) furnished by the Contractor shall be hot-dip galvanized in accord with ASTM A123, Zinc (Hot-Dip Galvanized) Coatings for Iron and Steel Products, or ASTM A153, Zinc Coating (Hot-Dip) on Iron and Steel Hardware. Where the word galvanized or its abbreviation is used on the Plans or in the Specifications, it shall mean hot-dip galvanized. Fabricated items shall be hot-dip galvanized after fabrication. Internal threads shall be tapped or re-taped after galvanizing.
- E. All valves, piping, structural steel and miscellaneous materials and equipment shall be stored on blocks or racks. As far as possible, no materials or equipment shall be stored so that it is in direct contact with the ground. All metal shall be thoroughly cleaned before being placed in the work. Storage and protection measures shall be subject to approval of the Engineer whose decision shall be final. The Contractor shall immediately protect materials by different methods, materials or to a greater extent if so directed by the Engineer in the field.
- F. Any salvageable pipe, fitting, or other miscellaneous material or equipment, removed

during construction and not reused in the work shall be cleaned, hauled to and stored by the Contractor at his expense, where directed by the Engineer, and shall remain the property of the Town. All other material and equipment shall be legally disposed of by the Contractor at his own expense.

- G. To ensure satisfactory and successful final painting of materials and equipment to be furnished, it is essential that the paints applied in the shop and in the field be mutually compatible. To this end, the Contractor shall require that the shop paint applied to the materials and equipment be compatible with the paint proposed to be used in the field, or shall determine what shop paints have been used and select field paints compatible therewith, all as approved by the Engineer.

1.10 MANUFACTURER'S EXPERIENCE RECORD

- A. When a manufacturer's experience record is required by these specifications, the following may be provided in lieu of the specified record:
 - 1. Manufacturers and/or equipment which does not meet the specified experience period will be considered if the manufacturer or supplier provides a bond or cash deposit valid for five years less his years of experience, which will guarantee replacement of the equipment or process in the event of failure or unsatisfactory performance or service.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01340- SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. Submit to the Engineer for review and approval, such shop drawings, test reports and data on materials, equipment, and material samples as are required for the proper control of work, and as specified in the Specification sections. Shop drawings shall be submitted for all materials and equipment to be furnished and in accordance with the requirements of Section 9 of the General Covenants and Conditions.
- B. Within twenty (12) calendar days after the Effective Date of the Contract, submit to the Engineer a complete list of preliminary data on items for which shop drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete shop drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of shop drawings.
- C. Maintain an accurate updated shop drawing submittal log which shall include the following items:
1. Submittal-Description and Number assigned.
 2. Specification Section.
 3. Drawings Sheet Number.
 4. Date to Engineer.
 5. Date returned to Contractor (from Engineer).
 6. Status of Submittal (Approved, Approved as Noted, Rejected/Resubmit).
 7. Date of Resubmittal and Return (as applicable).
 8. Date material release (for fabrication).
 9. Projected date of fabrication.
 10. Projected date of delivery to site.
 11. Status of O&M manuals submittal.

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1.02 CONTRACTOR'S RESPONSIBILITY

- A. Furnish the Engineer with a schedule of shop drawings submittals fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- B. Submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide maximum time for checking and appropriate action from the time the Engineer receives them.
- C. It is the duty of the Contractor to check and approve all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they

have been so checked and approved. Shop drawings submitted to the Engineer without the Contractor's stamp and approved will be returned to the Contractor for conformance with this requirement before Engineer's review. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents and the Contractor shall state the reason why a deviation is required.

- D. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date.
 - 2. Project Title and Number.
 - 3. Contractor's name and address.
 - 4. The number of each shop drawings, data, and sample submitted.
 - 5. Notification of deviations from Contract Documents.
 - 6. Submittal Log Number conforming to and referring to Specification Section Numbers.
- E. Submit seven (7) copies of shop drawings and of descriptive or product data submittals necessary to complement shop drawing. The Engineer will retain five (5) sets.
- F. After receiving approval of the shop drawings by the Engineer, the Contractor shall be responsible for submitting to the Town shop drawings of all pre-manufactured items and all other shop drawings as required and obtain their approval prior to the manufacturing or installation of the submitted items. The successful bidder shall also be responsible for contesting any interpretations by the Town that the Town considers non-acceptable. The Contractor shall include in the prices bid, all costs for permits, fees and expenses associated with the submittals, including resubmittals (if any) of such shop drawings to the Town.
- G. Do not begin any of the work covered by a drawing, data, or a sample returned as "Rejected, Resubmit" until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval or approval "As Noted". Be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to receiving Engineer's approval or approval "As Noted" of the necessary shop drawings.
- H. Be fully responsible for observing the need for and for making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposes to supply, both as they pertain to his own work, work of others, or of other Divisions herein or Trades and clearly show such changes on the shop drawings.
- I. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications.
 - 5. Installation and Maintenance clearances.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The review by the Engineer of drawings, data and samples submitted by the Contractor will cover only general conformity to the Drawing and Specifications. The Engineer's review will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown. The review of drawings and schedules will be general, and shall not be construed:
1. As permitting any departure from the Contract requirements;
 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- B. Variations:
1. If the drawings or schedules as submitted describe variations per paragraph 1.02G, and show a departure from the Contract requirements which Engineer finds to be in the interest of the Town and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
 2. If the drawings or schedules, as submitted, describe variations and show a departure from the Contract requirements which the Engineer finds to be minor enough to be corrected by redlining the submittal, he shall do so and return the submittal marked "approved as noted." The redlined corrections shall be as binding on the Contractor as would be a resubmission embodying the same corrections.
- C. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review, being so stamped and dated. Shop drawings stamped "REVISE AND RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- D. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- E. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- F. When the shop drawings have been approved by the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- G. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, all submittals shall be made in groups containing all associated items for systems, processes or as indicated in specific specifications sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate

interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Project Title and Number.
 - 2. Name of project building or structure.
 - 3. Number and title of the shop drawing.
 - 4. Date of shop drawing or revision.
 - 5. Name of Contractor and subcontractor submitting drawing.
 - 6. Supplier/manufacturer.
 - 7. Separate detailer when pertinent.
 - 8. Specification title and number.
 - 9. Specification section.
 - 10. Application Contract Drawing Number.
- D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed and approved.
- E. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address of and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- F. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five years, unless otherwise specified. Manufacturers and/or equipment which fails to meet the specified experience period will be considered if the manufacturer or supplier provides a bond or cash deposit which will guarantee replacement of the equipment or process in the event of failure or unsatisfactory service.

G. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.05 REQUIRED INFORMATION

- A. Submit, as applicable, the following for all prefabricated or manufactured structural, mechanical, electrical, plumbing, process system, and equipment:
1. Shop drawings or equipment drawings, including dimensions, size and location of connections to other work, and weight of equipment.
 2. Catalog information and cuts.
 3. Installation or placing drawings for equipment, drives, and bases.
 4. Supporting calculations, signed and sealed by a Florida Registered Engineer when required, for equipment and associated supports, or hangers required or specified to be designed by equipment manufacturers.
 5. Signed and sealed calculations and drawings by in-house Florida Registered Professional Engineer for structural systems, indicating compliance to the structural design criteria specified in the Drawings.
 6. Complete manufacturer's specifications, including materials description and paint system.
 7. Performance data and pump curves.
 8. Suggested spare parts with current price information.
 9. List of special tools required for testing, checking, parts replacement, and maintenance. (Special tools are those which have been specially designed or adapted for use on parts of the equipment, and are not customarily and routinely carried by maintenance mechanics).
 10. List of special tools furnished with the equipment.
 11. List of materials and supplies required for the equipment prior to, and during startup.
 12. List of materials or supplies furnished with the equipment.
 13. Special handling instructions.
 14. Requirements for storage and protection prior to installation.
 15. Requirements for routine maintenance required prior to equipment startup.
 16. List of all requested exceptions to the Contract Documents.

1.06 SUBMITTAL REQUIRED FOR FOREIGN MANUFACTURED ITEMS

- A. In addition to the submittal requirements stated above, suppliers of foreign manufactured items shall submit the names and addresses of companies within the United States that maintain technical service representatives and a complete inventory of spare parts and accessories for each foreign-made item proposed for incorporation into the Work. Failure to prove the foregoing capabilities shall be cause for rejection of the foreign manufactured items.
- B. Foreign manufactured equipment and materials shall in all cases be clearly and permanently marked with the manufacturer's name and country of origin of the item. The name of the U.S. importing/supplying firm is not acceptable. Shop drawing submittals of said foreign made items shall be accompanied by written information to include name and location (i.e. country, city, and street address) of the manufacturer. This requirement shall also apply to the foreign made elements of items assembled in this country from parts wholly or partially manufactured overseas.

- C. Where specified elsewhere herein or at the sole discretion of the Engineer, who's word shall be final, supply verification of quality, suitability or other aspects, as directed by the Engineer, from a Professional Engineer licensed to practice in the State of Florida or the state where the U.S. firm is located. The verification shall be signed, sealed, and dated. All costs for this verification shall be at the sole expense of the Contractor and no extra compensation will be allowed. Verification by foreign based engineers, firms, manufacturers, etc. will not be acceptable. Verification by means of a very stringent foreign testing agency/standard (for example ISO 9000 series) may be acceptable. However, this shall again be at the sole discretion of the Engineer and the full burden of proof and satisfaction of the Town shall rest with the Contractor. No extra time will be permitted due to the requirement for verification and the Contractor has the sole responsibility to make his submittals with all necessary information in a timely fashion.
- D. Items which are fabricated (i.e. assembled in this country from partially or wholly foreign manufactured parts) may also be required to have verification of their foreign made elements as specified for wholly foreign made items in the preceding paragraph.
- E. Any items in contact with or being added to potable water shall have AWWA/NSF 61 or 60, as appropriate, certification and acceptance.

1.07 SAMPLES

- A. Furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
 - 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
 - 1. Name of Project.
 - 2. Material or Equipment Represented.
 - 3. Name of Producer and Brand (if any).
 - 4. Location in Project.
- D. Prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.05.A above. Enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples of the hardware in good condition will be marked for identification

and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

1.08 SUBSTITUTIONS

- A. Changes in products, materials, equipment, and methods of construction required by the Contract Documents which are proposed by the Contractor after award of the Contract are considered to be requests for substitutions. Where the Plans and/or Specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use. Articles or products of similar characteristics may be offered for the approval of the Engineer, whose decision shall be final. Copies of complete descriptive data shall be furnished regarding all materials furnished by the Contractor, consisting of dimension drawings, catalog references, product data, cost, and other information necessary to clearly identify and evaluate each article. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent, connected, or other structures and equipment at his expense.
- B. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose decision shall be final. Engineering services for contemplated changes, substitutions or appurtenant work, shall be performed by a Registered Professional Engineer licensed to practice in the State of Florida.
- C. In some instances a credit may be due the Town. Unless specifically authorized by the Engineer in writing, no additional contract time will be allowed, and a decrease in time may be appropriate.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01531 – MANATEE PROTECTION

PART 1 GENERAL

1.01 SCOPE

- A. The scope of this SECTION is to instruct all personnel associated with the Project of the potential presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. All construction personnel are responsible for observing water-related activities for the presence of manatee(s).

1.02 REFERENCES

- A. Marine Mammal Protection Act of 1972.
- B. Endangered Species Act of 1973.
- C. Florida Manatee Sanctuary Act of 1978.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

- 3.01 The CONTRACTOR shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978. The CONTRACTOR may be held responsible for any manatee harmed, harassed, or killed as a result of construction activities.
- 3.02 Siltation barriers shall be installed and shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be monitored regularly to avoid manatee entanglement or entrapment. Barriers shall not impede manatee movement or block manatee entry to or exit from essential habitat.
- 3.03 All vessels associated with the project shall operate at "No Wake/Idle" speeds at all times while in the immediate area and while in water where the draft of the vessel provides less than four feet clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
- 3.04 If a manatee is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the contractor to ensure protection of the manatee. All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed

into leaving.

- 3.05 Any collision with and/or injury to a manatee shall be reported immediately to the TOWN's representative and to the "Florida Fish and Wildlife Conservation Commission (FWC) Manatee Hotline" at 1-888-404-FWCC (1-888-404-3922). Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for north Florida or Vero Beach (1-561-562-3909) in South Florida.

Temporary signs concerning manatees shall be posted prior to and during all in-water project activities, including construction/dredging activities. Awareness signs that have already been approved for this use by the FWC must be used. Samples of manatee signage are included at the end of this specification. All signs shall be removed by the CONTRACTOR upon completion of the project. One (1) sign measuring at least three (3) feet by four (4) feet which reads **Caution Boaters: Watch for Manatees** shall be posted in a location where it is prominently visible to water related construction crews. A second sign shall be posted if vessels are associated with the construction, and shall be placed in a location that is prominently visible to the vessel operator. The second sign shall be at least 8 ½ inches by 11 inches and read:

- 3.06 **Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shutdown if a manatee comes within 50 feet of the operation. A collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol at 1-888-404-FWCC (1-888-404-3922) and the U. S. Fish and Wildlife Service at (1-904-232-2580) for north Florida or (561-562-3909) for south Florida.**
- 3.07 A permanent manatee awareness sign shall be installed and maintained at the docking facility. The sign shall be three feet by four feet, 125 gauge 61TS aluminum, covered with white and blue, engineer grade, reflective sheeting: black and white, painted lettering: black screened design: and black, engineer grade, reflective tape border. The 3 feet wide by 4 feet long sign shall conform to the Florida Uniform Waterway marking System in accordance with F.S. 327.40-1. The installation of the sign shall be made in accordance with DEP Specification for such signs.
- 3.08 Verification (photos) that signs have been installed at designated locations shall be provided to the FWS and the TOWN before beginning operations. Signs and pilings remain the responsibility of the CONTRACTOR and are to be maintained for the life of the project in a manner acceptable to the TOWN.

Sign 1: Caution Manatee Area



Sign 2: Idle Speed/No Wake



END OF SECTION

SECTION 01600 – MATERIAL AND EQUIPMENT SHIPMENT, HANDLING, STORAGE, AND PROTECTION

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. This shall include both Town and Contractor supplied material and equipment.
- B. The Contractor is to inform all subcontractors, suppliers, and manufacturers of the requirements herein specified and shall include expenses for the following services in his costs for compliance with the requirements herein after specified.

1.02 PREPARATION FOR SHIPMENT

- A. When practical, equipment shall be factory assembled. The equipment parts and assemblies that are shipped unassembled shall be furnished with assembly plan and instructions. The separate parts and assemblies shall be factory match-marked or tagged in a manner to facilitate assembly. All assemblies are to be made by the Contractor at no additional cost to the Town.
- B. Generally, machined and unpainted parts subject to damage by the elements shall be protected with an application of a strippable protective coating, or other approved protective method.
- C. Equipment shall be packaged or crated in a manner that will provide protection from damage during shipping, handling, and storage.
- D. The outside of the package or crate shall be adequately marked or tagged to indicate its contents by name and equipment number, if applicable; approximate weight; state any special precautions for handling; and indicate the recommended requirements for storage prior to installation.

1.03 PACKING AND DELIVERY OF SPARE PARTS AND SPECIAL TOOLS

- A. Properly mark to identify the associated equipment by name, equipment, and part number. Parts shall be packaged in a manner for protection against damage from the elements during shipping, handling, and storage. Ship in boxes that are marked to indicate the contents. Delivery of spare parts and special tools shall be made prior to the time associated equipment is scheduled for the initial test run.

1.04 SHIPMENT

- A. All equipment and material shall be shipped with freight and shipping paid, FOB jobsite.
- B. The Contractor shall request a 7-day advance Notice of Shipment from manufacturers, and, upon receipt of such notice, provide the Engineer with a copy of the current delivery information concerning equipment items and material items of critical importance to the project schedule.

1.05 RECEIVING

- A. The Contractor shall unload and record the receipt of all equipment and materials at the jobsite.
- B. All costs for receiving, inspection, handling, storage, insurance, inventory control, and equipment maintenance for both the Contractor-Supplied and Town-Supplied materials and equipment shall be included in the prices bid and no extra compensation will be allowed.

1.06 INSPECTION

- A. Immediately upon receipt of equipment and materials at the jobsite, the Contractor shall inspect for completeness and any evidence of damage during shipment. Town's supplied equipment and material shall be inspected and inventoried together with Town's inspector. Should there appear to be any shortage or damage, the Engineer shall be immediately notified; and the Contractor shall be fully responsible for informing the manufacturers and the transportation company of the extent of the shortage or damage. If the item or items require replacing or supplying missing parts, the Contractor shall take the necessary measures to expedite the replacement or supply the missing parts.

1.07 HANDLING

- A. Equipment and materials received for installation on this Project shall be handled in accordance with the manufacturer's recommendations, and in a manner that will prevent damage.

1.08 STORAGE

- A. Equipment and materials shall be stored prior to installation as recommended by the manufacturer. Generally, materials such as pipe shall be stored off the ground in approved storage yards. Items subject to the damage by the elements, vandalism, or theft shall be stored in secure buildings. Items requiring environmental control for protection shall be provided with the necessary environmentally controlled storage facilities at no cost to the Town.

1.09 INSURANCE

- A. The Contractor's insurance shall adequately cover the value of materials delivered but not yet incorporated into the work. The Contractor and the Town shall be named as co-insured insofar as their respective interests may appear. Proof of this coverage must be submitted to the Engineer at the time request for progress or partial payments.

1.10 INVENTORY CONTROL

- A. Equipment and materials shall be stored in a manner to provide easy access for inspection and inventory control. The Contractor shall keep a running account of all materials in storage to facilitate inspection and to estimate progress payments for materials delivered but not installed in the work.

1.11 EQUIPMENT MAINTENANCE PRIOR TO TOWN'S ACCEPTANCE

- A. Provide the required or manufacturer's recommended maintenance during storage, during the installation, and until such time as the Town accepts the equipment for full-time operation.

1.12 SALVABLE EQUIPMENT

- A. Any salvable pipe, fitting, or other miscellaneous material or equipment removed during construction and not reused in the work shall be cleaned, hauled, and stored by the Contractor at his own expense, where directed by the Engineer, and shall remain the property of the Town. All other material shall be disposed of by the Contractor at his own expense.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED.

END OF SECTION

SECTION 01710 – CLEANING

PART 1 GENERAL

1.01 DESCRIPTION

- A. 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

- A. Provide on-site waste containers for collection of waste materials, debris and rubbish. See Section 01016, Subsection 1.06 regarding Safety Requirements for environmentally hazardous materials.

2.02 CLEANING MATERIALS

- A. 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 or noxious substances are present 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. Vacuum-clean interiors of buildings which are ready to receive finish painting. Continue vacuum-cleaning on an as-needed basis, until area is ready for final acceptance.
- F. Control the handling of materials, debris and rubbish; do not drop or throw from heights.
- G. Immediately remove spillages of fuels or oil or of construction-related materials from hauling routes or the site.
- H. 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 addition to the cleaning performed above, in preparation for final inspection, 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.
- B. In preparation for final acceptance or occupancy, conduct final inspection and cleaning of exposed interior and exterior surfaces, and of concealed spaces.
- C. Maintain cleaning operations until project has been finally accepted.

END OF SECTION

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Scope of Work: For contracts where the work is performed at an on-site location maintain one record copy of:
 - 1. Record Drawings
 - 2. Record Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modification of the contract.
 - 5. Engineer's written orders or instructions.
 - 6. Approved Shop Drawings, Product Data and Samples.
 - 7. Field Test records.
 - 8. Construction photographs.
 - 9. As-built locations, dimensions, and elevations as recorded by the Contractor's Florida Registered Land Surveyor (FRLS).
- B. The records listed above are to be made available to the Engineer at all times for all projects.
- C. Related Requirements Described Elsewhere:
 - 1. Section 01340: Shop Drawings, Product Data and Samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain documents in a clean dry, legible, condition and in good order. Do not use record documents for construction purposes.

1.03 RECORDING

- A. During the life of the Contract the Contractor shall retain the services of a FRLS who shall maintain records of the installation, including all deviations from Plans and Specifications.
- B. Measure and Record all information for all projects concurrently with construction progress.
- C. **Submit redlines, partially completed as-built plan sheets and fully complete as-built Plan sheets, all as required by and satisfactory to, the Engineer as prerequisite for the acceptance of monthly payment applications.**
- D. Label each document "PROJECT RECORD" in neat large printed letters.
 - 1. Record all information for on-site projects concurrently with construction progress.

2. Do not conceal any work until as-built information is recorded by the Contractor's surveyor, and if so required, by the Town.
3. All locations for future connections or tie-ins shall be left unburied and uncovered until the Contractor's FRLS measures and records the as-built information.
 - a. All as-built and inspector information is to be made available to the Engineer on a daily basis for inclusion in the Town records.
4. Restrained pipe, end line valves, thrust blocks shall be left uncovered for the last complete length. Inline valves and tees shall be left exposed for 1 length on both sides plus the face end. Measure and record the elevation, horizontal and vertical alignment, and the inclination for these items.
5. For all projects, the Contractor's FRLS shall maintain exact and extensive records of any deviations from Drawings and Specifications. These records shall be satisfactory to the Engineer, whose decision shall be final, and sufficient to allow the production of accurate as built Plans which correctly and completely portray the work as constructed.
6. For all projects, the Contractor's FRLS shall record data as follows during the entirety of construction.
 - a. For facility (e.g. a water or sewage plant, pumping station, or similar site,) projects, record as-built dimensions and elevations every twenty-five feet (25') or portion thereof along pipeline and at every abrupt change in direction of the new line.
 - b. In all cases, record locations and elevations for each valve, fitting, service line, fire hydrant, water sampling point, utility poles adjacent to the proposed line, overhead wires crossing the ditch line (approximate height above grade) and other appurtenances along the pipeline.
 - c. Specific locations and elevation of equipment, the buildings and miscellaneous items installed inside them shall be recorded as applicable and as required by the Engineer.
 - d. Without exception, where the substitution of another piece of equipment for that shown on the Plans has been allowed, the footprint, clearance, and elevation dimensions shall be recorded by the Contractor's FRLS, and these changes shall be accurately and thoroughly portrayed on the as-built plans.
 - e. Contractor's Licensed Surveyor shall prepare from the field data, as-built record drawings showing correctly, completely, and accurately the installation, embracing all changes and deviations made during construction, including all construction variances, to reflect the work as it was constructed.
 - f. Record Drawings shall be prepared as specified hereinafter.
 - g. Record Drawings and three (3) blue line copies shall be signed and sealed by the Surveyor and shall be submitted to the Town for the Engineer's review within ten (10) calendar days following the completion date of successful pressure testing of all mains and appurtenances under this Contract.
 - h. If the Engineer determines that the Drawings are not acceptable, they will be returned to the Contractor with a cover letter noting the deficiencies and/or reasons for the disapproval. Contractor shall have ten (10)

calendar days to correct all exceptions taken by the Engineer and resubmit as-built record drawings to the Engineer for final acceptance.

1.04 DRAWINGS

- A. During the life of the Contract, maintain records of all deviations from the Plans and Specifications and prepare therefrom As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Record Drawings for errors and omissions prior to submittal to the Town and certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all piping, exposed and internal piping, and electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.
- B. Legibly Mark To Record Actual Construction: All data as previously specified for all installations by the Contractor's FRLS. For on-site structures and facilities work the Contractor's Florida Registered Land Surveyor shall record:
1. Depths of various elements of foundation in relation to finish first floor and datum plane.
 2. All exposed and underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent reference points, plant survey grids, property lines and similar.
 3. Location of internal utilities and appurtenances concealed in the construction shall be referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
 4. Field changes in dimensions and details.
 5. Changes made by Engineer's written instructions or by Change Order.
 6. Details not on original Contract Drawings.
 7. Equipment and piping relocations.
 8. Major architectural and structural changes in structures, including tanks.
 9. Architectural schedule changes according to Contractor's record and shop drawings.
 10. Record Drawings shall be prepared as specified hereinafter.
- C. Specifications and Addenda: Legibly mark each section to record:
1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
 2. Changes made by Engineer's written instructions or by Change Order.
- D. Approved Shop Drawings: Provide record copies for system diagrams and drawings together with each element of process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTALS

- A. Accompany submittal with transmittal letter in duplicate, containing:
1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each Record Document
 5. Signature of Contractor or his authorized representative.
- B. Record Drawings with five (5) blue line copies which have been signed and sealed by the surveyor shall be submitted to the Engineer for review. Drawings shall conform to recognized standards of drafting and the minimum technical standards as set forth by the Board of Professional Surveyors and Mappers, shall be neat, legible and on 24-inch by 36-inch bond paper. These materials shall be submitted for the Engineer's review as a prerequisite for payment during the course of construction as previously specified and final, complete sets of documents within ten (10) calendar days following the completion date of successful testing of all mains, equipment and appurtenances under this Contract. Final payment will not be made until the five (5) sets of as-built record drawings (with AutoCAD file) and five (5) sets of blue-line prints have been approved and accepted by the Engineer.
1. In cases where a portion of a process system are put into service, the above conditions shall apply for the in-service portion and monthly payments shall be withheld until the as-built drawings are accepted by the Engineer.
 2. As-Built Record Drawings, as prepared by the Contractor's Florida Registered Land surveyor and submitted by the Contractor, shall comply with following criteria and standards:
 - a. Title block must show the Contract or Project Title (as applicable); Contract number; CIP number; Contractor's name; Engineer of Record's name; Surveyor's name and address; date; location; and where appropriate to the work, size and type (i.e. water main, sanitary gravity main, sanitary force main) of main.
 - b. Baselines or centerlines must be tied to section corners, monument line and right-of-way lines.
 - c. Pipeline must be tied to baseline or centerline with stations and offsets.
 - d. Baselines or centerlines must show bearings or deflection angles, or delta, radius, chord and arc length for curves.
 - e. Show all horizontal curve data, including point of curvature (PC) and point of tangency (PT) stations or radial bearing.
 - f. Stationing must be the same as shown on construction drawings and must be tied to Section corners, centerline intersections and all other pertinent control points within the Project. All such pertinent points shall have their stationing shown and where there is dual stationing for a point, both stations shall be called out.
 - g. Identify all streets by name or number and show stationing at all intersecting streets.
 - h. Refer to vertical datum plane and identify the location, elevation and source supplying the bench mark used.
 - i. Tie easement lines to survey baseline or platted centerline and right-of-ways.
 - j. Show horizontal and vertical locations of all fittings, deflections, or at any significant change of direction, and at a maximum of 100-foot intervals

along the pipeline for off-site (e.g. in the public right-of-way) and at maximum 25- foot intervals for on-site (e.g. on a facility such as a pump station or plant work.

- k. Manhole rim and valve box rim elevations must be shown.
 - l. Show all invert and bottom elevations in manholes and valve vaults or boxes. Show all invert and bottom elevations together with pipe size, and where it can be determined, pipe material, for existing structures having pipes which cross the pipe line being constructed.
 - m. Locations and elevations together with diameter, thickness and material of all casings.
 - n. Location, top and bottom elevations of all sheeting left in place.
 - o. Coordinate values used inside facilities shall be the local, Town established coordinate systems referenced to the property boundary.
 - p. State plane coordinate values for all new valves and manholes; on existing valves and manholes at points of connection or closest to the point of connection and the point of connection itself.
3. Certification: The Contractor shall certify on as-built record drawings all other actual constructed details and information as may be required by the Town, including but not limited to:
- a. Valves shall be identified by size, type, end condition;
 - b. Show calculated pipeline percent of grade between manholes of gravity systems.
 - c. Types and sizes of sheeting and piling together with measured and complete; location, dimensional, and elevation data on any pile caps, tie backs, anchors, whalers or other appurtenant structures left in place.
- C. Drawings on Magnetic Media: The Town requires the submittal of as-built drawings in AutoCAD for Windows Release 14 format or later. Graphical information contained on magnetic media shall be the same as provided on plan sheets. Magnetic media shall be delivered to the Town Engineer's Office, Town of Medley at 7777 NW 72nd Avenue, Medley, FL, 33166. A letter of transmittal shall be provided, containing a list of all files and data being provided.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01740 – PERMITS

PART 1 GENERAL

1.01 GENERAL

- A. Where the Town has obtained various permits for this Project, copies will be appended at the rear of the Specifications.
- B. The Contractor shall familiarize himself with, and comply with, all requirements of these permits. All other necessary permits shall be obtained by the Contractor and be paid for as specified below in 1.01, G.
- C. Unless otherwise specifically stated elsewhere in the Contract Documents, Supply Plans and Calculations for work not designed by the Town that is preponderantly of a structural nature signed and sealed by a Professional Engineer registered in the State of Florida as stated in the Florida Building Code; Section 104.2.1, Section 104.2.2, and Chapter 2 Definitions, which each read as follows:
1. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.
 2. Design Professional: If the design professional is an architect or engineer legally registered under the law of this state regulating the practice of architecture or engineering, then he/she shall affix his official seal to said drawings, specifications, and accompanying date, as required by Florida Statute.
 3. Engineer: A Florida registered Engineer.
- D. The Contractor's particular attention is called to any Special Conditions of the permits relating to construction procedures, excavation and backfill requirements, open trench restrictions, turbidity control and all other general and special conditions, including 1:10 cement mix and pavement details. In the event any of the conditions of the permits are in conflict with the requirements of these Specifications, the more stringent conditions of the permits shall take precedence. The Contractor is to conform to all regulations of the governmental agencies having jurisdiction over this work, whether or not included in the permit.
- E. Any deviations from the Plans, Specifications or permits appended thereto, must first be approved by the Engineer even if approval for the change has been given by the permitting agency.
- F. The Contractor shall assume throughout the life of the Contract all obligations and responsibilities imposed on the Town as permittee of the above-mentioned permits. All expenses necessary for compliance with the regulations and requirements of each permitting agency and its permit shall be borne by the Contractor, and shall be included in his overall bid price.
- G. The cost of any fees such as impact fees, inspection fees, etc. and the cost of obtaining all required permits shall be borne by the Town. The Contractor shall pay the required

Commented [JM2]: Medley to provide any permits that have been obtained.

fees, obtain the permit(s) and then upon submission of proof of cost to the Town, be reimbursed for said cost out of the Allowance Account(s). This shall apply only to required permits and fees. Permits obtained or fees paid for the advantage of the Contractor or non-required permits obtained for whatever reason shall not be reimbursed. The necessity or non-necessity of a permit or fee shall be determined by the Engineer whose word shall be final. As specified in the paragraph above, all costs of compliance with the permit(s) shall be borne by the Contractor and included in his bid price.

- H. All surveying required by the Project permits shall be done by the Contractor's Florida Registered Land Surveyors. This includes staking out limits of construction.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION