## **PROJECT MANUAL**

## **FOR**

# NW SOUTH RIVER DRIVE SR826-72A ROADWAY AND DRAINAGE

## **CIP PROJECT No. PW-0112**

Town Council

Roberto Martell, Mayor

Edgar Ayala, Vice-Mayor

Ivan Pacheco

Griselia DiGiacomo

**Lily Stefano** 

Stormwater Utilities Administration

Jorge C. Soto, Utilities Director

Jorge E. Corzo, PE, Town Engineer

Roy Danziger, Finance Director

Prepared for



Town of Medley Utility Department 10776 NW South River Drive Medley, FL 33178

Prepared by



355 Alhambra Circle, Suite 1400 Coral Gables, FL 33134 Phone: 305-673-2025 www.kimley-horn.com CA 00000696



## **TOWN OF MEDLEY, FLORIDA**

7777 N.W. 72<sup>nd</sup> Avenue, Medley, Florida 33166 Tel: 305-887-9541, Fax: 305-882-1491

www.townofmedley.com

## **PROJECT DESCRIPTION**

## **CONSTRUCTION OF:**

#### NW SOUTH RIVER DRIVE SR826-72A ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number PW-0112 NW South River Drive SR826-72A Roadway and Drainage in accordance with the Contract Documents.

Work includes, but is not limited to, the Roadway and Drainage Construction for the area including approximately 2,400 linear feet ("L.F.") of NW South River Dr from its intersection with NW 84<sup>th</sup> Street east to its intersection with NW 72<sup>nd</sup> Ave, and approximately 470 L.F. of NW 74<sup>th</sup> Ave from its intersection with NW 82<sup>nd</sup> St to NW South River Dr as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws and coordinating with all impacted utility owners.

## **TOWN OF MEDLEY**



"The perfect place for industrial development"

## NW SOUTH RIVER DRIVE SR826-72A ROADWAY AND DRAINAGE

CIP PROJECT No. PW-0112 ITB 2019-011



Prepared by

Kimley » Horn

355 Alhambra Circle, Suite 1400 Coral Gables, FL 33134 Phone: 305-673-2025 www.kimley-horn.com CA 00000696 **Invitation to Bid** 

2

4

Part 1 - General Bid Information

Part 2 - Bid Documents, Forms & Contract 3

Part 3 - General Conditions

Construction Plans 5

Regulatory Approvals

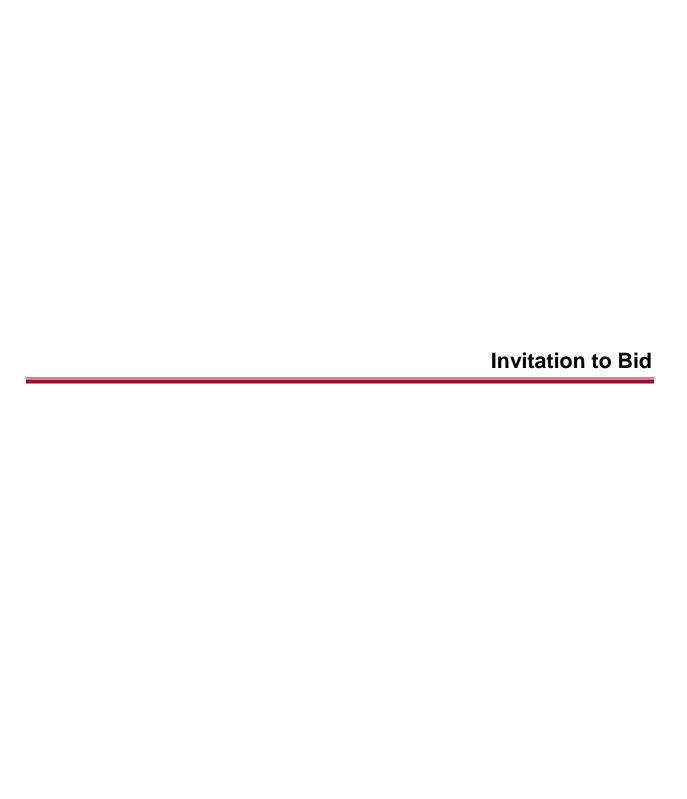
Geotechnical Report

Bidding 8

Award

**Construction Administration** 10

Warranty 11





## **TOWN OF MEDLEY, FLORIDA**

7777 N.W. 72<sup>nd</sup> Avenue, Medley, Florida 33166 Tel: 305-887-9541, Fax: 305-882-1491 www.townofmedlev.com

BIDDER ACKNOWLEDGMENT OF INVITATION TO BID AND GENERAL CONDITIONS

SUBMIT BID TO: TOWN CLERK

TOWN OF MEDLEY, FLORIDA 7777 N.W. 72nd AVENUE MEDLEY, FLORIDA 33166

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

#### BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

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

BID TITLE: <u>NW SOUTH RIVER DRIVE SR826-72A ROADWAY AND DRAINAGE</u> ITB (Bid No.): 2019-011

BIDS WILL BE OPENED 3:00 P.M. (EST), January 31<sup>ST</sup>, 2019 and may not be withdrawn during the 120 calendar days following such date and time.

CORRECT LEGALNAME OF BIDDER
(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)
TITLE:

TYPED/PRINTED NAME OF AUTHORIZED AGENT:	
ADDRESS:	
PHONE NO.:	
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER	ER OF BIDDER:
I certify that this Bid acknowledgement is made wit connection with any corporation, firm or person submitting and is in all respects fair and without collusion or fraud. I and certify that I am authorized to sign this Bid for the acknowledges and accepts without limitation, pages 1 thr well as any special instructions if applicable.	g a Bid for the same commodities/services, agree to abide by all conditions of this Bid Bidder. By signature on this form, Bidder
DATE:	



## **TOWN OF MEDLEY, FLORIDA**

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

#### **INVITATION TO BID**

#### **ALL INTERESTED PARTIES:**

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

### **CONSTRUCTION OF:**

#### NW SOUTH RIVER DRIVE SR826-72A ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number PW-0112 NW South River Drive SR826-72A Roadway and Drainage in accordance with the Contract Documents.

Work includes, but is not limited to, the Roadway and Drainage Construction for the area including approximately 2,400 linear feet ("L.F.") of NW South River Dr from its intersection with NW 84<sup>th</sup> Street east to its intersection with NW 72<sup>nd</sup> Ave, and approximately 470 L.F. of NW 74<sup>th</sup> Ave from its intersection with NW 82<sup>nd</sup> St to NW South River Dr as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws and coordinating with all impacted utility owners.

Sealed Bids must be received, and time stamped by the Town Clerk, either by mail or hand delivery, no later than 3:00 p.m. local time on January 31, 2019. A public opening will take place at or before 3:05 p.m. at the Town Clerk's office at the Medley Municipal Services Facility, 7777 N.W. 72<sup>nd</sup> Avenue, Medley, Florida 33166 on the same date. Any Bids received after 3:00 p.m. local time on said date will not be accepted under any circumstances and will be returned to the Bidder unopened. The stated time and date is solely and strictly the responsibility of the Bidder. The Town is not responsible for delays caused by mail, courier service, including United States Mail, or any other occurrence. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

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

A Mandatory Pre-Bid Conference will be held on January 7<sup>th</sup>, 2019 at 11:00am in the Town Clerk's office at the Medley Municipal Services Facility, 7777 N.W. 72<sup>nd</sup> Avenue, Medley, Florida 33166. The purpose of the Pre-Bid Conference is to discuss the contents of this Invitation to Bid and Bidder's inquires.

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

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

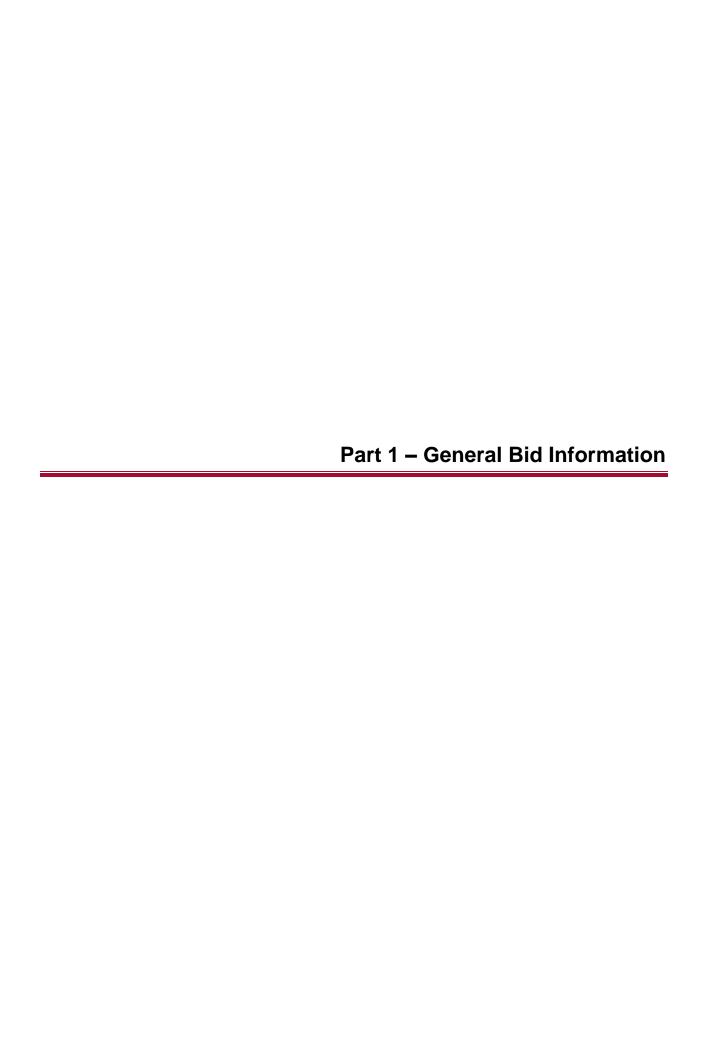
The Town reserves the right to reject any or all Bids, to re-advertise for Bids or take such other actions as the Town Council may deem to be in the best interests of the Town.

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

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

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

This Notice of Bid Invitation dated at Medley, Florida this 17th of December 2018.



## **TABLE OF CONTENTS**

## PART 1

SECT	ION I INSTRUCTIONS TO BIDDERS	5
1.	DEFINED TERMS	5
2.	COPIES OF BIDDING DOCUMENTS	5
3.	QUALIFICATIONS OF BIDDERS	5
4.	EXAMINATION OF BID DOCUMENTS	6
5.	SPECIFICATIONS	6
6.	BID FORMS	6
7.	MODIFICATION AND WITHDRAWL OF BIDS	7
8.	REJECTION OF BIDS	7
9.	OPENING OF BIDS	8
10.	BIDS TO REMAIN OPEN	8
11.	AWARD OF CONTRACT	8
12.	INSURANCE	10
13.	PUBLIC ENTITY CRIMES INFORMATION STATEMENT	12
14.	CONTRACT TIME	12
15.	SAFETY	13
16.	WARRANTIES	13
17.	RISK OF LOSS	14
18.	PERMITS, FEES AND NOTICES	14
19.	DELAYS AND EXTENSIONS OF TIME	15
20.	DEFAULT	15
21.	TERMINATION FOR CONVENIENCE OF THE TOWN	16
22.	ASSIGNMENT	16
23.	APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS	16
24.	EQUAL EMPLOYMENT OPPORTUNITY REQUIRMENT INFORMATION	16
25.	BID SECURITY	16
26.	PAYMENT AND PERFORMANCE BONDS	16
27.	INDEMNIFICATION	17
28.	TAXES	18
29.	INSPECTION AND AUDIT RIGHTS	18

30.	CONFLIC	CT OF INTEREST	18
31.	NON-CO	LLUSIVE AFFIDAVIT	18
41.	SUMMAF	RY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS	21
SECT	ION II	CONSTRUCTION SERVICES - GENERAL CONDITIONS	25
1.	DEFINIT	IONS	25
2.	ACRONY	/MS	30
SECT	ION III	PRELIMINARY MATTERS	
1.	DELIVER	RY OF BONDS AND INSURANCE	31
2.	COMME	NCEMENT OF CONTRACT TIME; EFFECTIVE DATE; NOTICE	TO PROCEED 31
3.	PRECON	ISTRUCTION CONFERENCE	31
4.	FINALIZI	NG SCHEDULES	31
SECT	ION IV	CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE	31
1.	ENTIRE	CONTRACT	31
2.	INTENT.		32
3.	CONFLIC	CT, ERROR OR DISCREPANCY	32
4.		NG AND SUPPLEMENTING CONTRACT DOCUMENTS	
5.		MENTS, MINOR VARIATIONS OR DEVIATIONS	
6.	REUSE (	OF DOCUMENTS	32
SECT	ION V	AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; POINTS	
1.	AVAILAE	BILITY OF LANDS	33
2.	PHYSICA	AL CONDITIONS	33
3.	REFERE	NCE POINTS	34
4.	HAZARD	OUS ENVIRONMENTAL CONDITIONS	34
SECT	ION VI	CONTRACTOR'S RESPONSIBILITIES	35
1.		ISION AND SUPERINTENDENCE	
2.		NT SUPERINTENDENT	
3.		MATERIALS AND EQUIPMENT	
4.		UTES OR "OR EQUIVALENT" ITEMS	
5.		RNING SUB-CONTRACTORS, SUPPLIERS AND OTHERS	
6.		FEES AND ROYALTIES	
7.		S	
8.	LAWS A	ND REGULATIONS	37

9.	TAXES		38
	USE OF PREMISES		
11.	RECOR	D DOCUMENTS	38
12.	SAFETY	AND PROTECTION	39
13.	EMERG	ENCIES	40
14.	CONTIN	IUING THE WORK	41
15.	INDEMN	IIFICATION	41
16.	LIABILIT	Y FOR USE OF WORK FOR INTENDED PURPOSES	42
SECT	ION VII	OTHER WORK	
1.	RELATE	D WORK AT SITE	42
SECT	IIIV NOI	THE TOWN'S RESPONSIBILITIES	42
SECT	TON IX		
1.	THE TO	WN'S REPRESENTATIVE	43
2.		TO SITE	
3.	TECHNICAL CLARIFICATIONS AND INTERPRETATIONS4		
4.	AUTHO	RIZED VARIATIONS IN WORK	43
5.		ING DEFECTIVE WORK	
6.	DECISIO	ONS ON DISPUTES	44
7.		E ORDERS	
8.	DETERM	MINATIONS FOR UNIT PRICE WORK	45
9.		ON ON REQUIREMENTS OF CONTRACT DOCUMENTS AN	
10.	LIMITAT	TIONS ON CEI'S RESPONSIBILITIES	45
SECT	TON X	CHANGES IN THE WORK	46
SECT	TON XI	CHANGE OF CONTRACT PRICE	47
1.	GENER	AL	47
2.	COSTO	F THE WORK	47
3.		CLUDED IN THE COST OF THE WORK	
4.	CONTRA	ACTOR'S FEE	49
5.	COST B	REAKDOWN REQUIRED	49
SECT	ION XII	CONTRACT TIME	50
1.	COMME	NCEMENT	50
2.	CHANG	E OF CONTRACT TIME	50
3	LIQUIDA	ATED DAMAGES	51

SECT	ION XIII WARRANTY AND GUARANTEE; TESTS AND I CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECT	
1.	WARRANTY AND GUARANTEE	51
2.	ACCESS TO WORK	51
3.	TESTS AND INSPECTION	
4.	UNCOVERING THE WORK	52
5.	THE TOWN MAY STOP THE WORK	52
6.	CORRECTION OR REMOVAL OF DEFECTIVE WORK	53
7.	ONE YEAR CORRECTION PERIOD	53
SECT	ION XIV PAYMENTS TO CONTRACTOR AND COMPLETION	53
1.	SCHEDULE OF VALUES	53
2.	APPLICATION FOR PROGRESS PAYMENT	53
3.	CONTRACTOR'S WARRANTY OF TITLE	54
4.	REVIEW OF APPLICATIONS FOR PROGRESS PAYMENTS	54
5.	GROUNDS FOR REFUSAL	54
6.	FINAL APPLICATION FOR PAYMENT	54
7.	FINAL PAYMENT AND ACCEPTANCE	55
8.	CONTRACTOR'S CONTINUING OBLIGATION	56
9.	WAIVER OF CLAIMS	56
10.		
11.	THE TOWN MAY TERMINATE	56
12.	TERMINATION FOR CONVENIENCE OF THE TOWN	57
13.	TERMINATION BY CONTRACTOR	58
SECT	ION XV NOTICES & COMPUTATION OF TIME	58
1.	GIVING NOTICE	58
2.	COMPUTATION OF TIME	58
SECT	ION XVI MISCELLANEOUS	59
SECT	ION XVII BONDS AND INSURANCE	59
1.	CONSTRUCTION, PAYMENT AND PERFORMANCE BONDS	59
2.	BONDS, REDUCTION AFTER FINAL PAYMENT	60
3.	DUTY TO SUBSTITUTE SURETY	60
4.	INSURANCE	60
5	THE TOWN'S LIABILITY AND INSURANCE	60

#### SECTION I INSTRUCTIONS TO BIDDERS

## 1. <u>DEFINED TERMS</u>

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. <u>COPIES OF BIDDING DOCUMENTS</u>

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 unresponsible or unreliable by the Town.
- 3.4 As part of the Bid evaluation process, the Town may conduct a background investigation including a record check by the Medley Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. The Town shall be the sole judge in determining Bidders qualifications.
- 3.5 The Town reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to

declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the Town immediately of notice of any citation or violation that Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

## 4. <u>EXAMINATION OF BID DOCUMENTS</u>

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

#### 5. <u>SPECIFICATIONS</u>

- 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 WITHDRAWL OF BIDS

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

## 8. REJECTION OF BIDS

- 8.1 To the extent permitted by applicable laws and regulations, the Town reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
- 8.2 The Town reserves the right to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Town to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town.
- 8.3 More than one Bid received for the same Work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same Work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

8.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

## 9. OPENING OF BIDS

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

## 10. <u>BIDS TO REMAIN OPEN</u>

- 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 who's Bid conforms to the requirements of the Bid Documents and is most advantageous to the Town, and not necessarily to the lowest Bidder.
- 11.2 Criteria utilized by the Town for determining the qualifications of the Bidder and lowest responsible and responsive Bidder includes, but is not limited to the following:
  - A. Ability, capacity and skill of Bidder to meet published Specifications.
  - B. Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any Sub-Contractors and other persons providing labor or materials to Bidder.
  - C. The character, integrity, reputation, judgment, experience and efficiency of the bidder and/or its principals and/or officers.
  - D. Whether or not the Bid is within the budget for the Project for which the Bid is submitted as contemplated by the Town.
  - E. Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the Work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
  - F. Past performance record and the quality and performance of Bidder on previous contracts of a similar nature.

- G. Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
- H. Previous and existing compliance by Bidder with laws, ordinances and regulations of the Town relating to a similar Contract or Work.
- I. The sufficiency of the financial resources and capabilities and the ability of the Bidder to perform the Contract or provide the Work requested.
- J. Bidder possesses and holds all required licenses, permits and certifications required to perform the Work, including a State of Florida general contractor's license, and shall submit evidence of same with its Bid.
- K. Price.
- L. Such other information as deemed by the Town to be reasonably related to the ability of the Bidder to provide the service requested or undertakes the Work required.
- 11.3 The Town Mayor and/or Town Engineer will appoint a Selection Committee to review and evaluate all Bids received and establish a ranking and/or short list of qualified Bidders deemed to be qualified and the lowest responsive and responsible bidders to perform the Work in accordance with the criteria set forth in these Bid Documents. The Selection Committee during its evaluation process reserves the right to contact references and to verify information submitted by any Bidder. The Selection Committee may also request oral presentations as well as clarification or information from the Bidders. The Town Engineer may submit a recommended firm or short list or a combination of a recommended firm and the short list to the Town Council and the Town Council shall make the final selection of the Bidder and Contract award. The Town Engineer may request oral presentations to the Town Council from the Bidders
- 11.4 In awarding a Contract pursuant to a Bid, the Town Council shall consider all of the foregoing criteria and in addition thereto may consider other facts or circumstance in awarding a Contract. The Town Council shall not be required to award a Contract to the lowest Bidder nor shall it be required to award a Contract at all. The Town Council at all times shall have the right, in its sole and absolute discretion, to waive any informality in any Bid proposal, to increase or decrease the quantities shown in the Bid Form, or the Town may reject any and/or all Bids. The Town reserves the right to reject any or all Bids prior to award. Reasonable efforts will be made to either award the Contract or reject all Bids within one hundred and twenty (120) days after Bid opening date. A Bidder may not withdraw its Bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) days from the date of Bid opening. A Bidder may withdraw its Bid after the expiration of one hundred and twenty (120) days from the date of Bid opening by delivering written notice of withdrawal to the Town prior to award of the Contract by the Town Council.
- 11.5 Notwithstanding the foregoing, if the Project is funded, in whole or in part, by federal or Florida Department of Transportation or other federal and/or state administered funds, then the federal and state provisions for awarding a Contract shall apply.
  - 11.6 The Successful Bidder must execute the required contracts prior to award by the Town

Council. After the Town Council award, the Successful Bidder will be issued a Notice of Award. Within fifteen (15) days thereafter, the Successful Bidder must deliver the required Bonds and certificate of insurance to the Town. Within ten (10) days thereafter, if practical, the Town shall deliver one (1) fully executed contract to Successful Bidder along with Notice to Proceed. The fully executed Contract will be accompanied by a complete set of drawings (if required).

- 11.7 If applicable, the Bidder to whom award is being recommended shall execute a written contract prior to contract award. If the Bidder fails to enter into a contract as herein provided the recommended award will be to the next lowest Bidder who is responsible and responsive in the opinion of the Town. Such Bidder shall fulfill every stipulation embraced herein as if it were the original party to whom the award was made.
- 11.8 The Town may award a Contract based on initial offers received, without discussions. Therefore, each initial offer should contain the Bidder's best efforts. The Town, at its sole discretion, reserves the right to enter into Contract negotiations with qualified and lowest responsive and responsible Bidder. If the Town and said Bidder cannot negotiate a successful Contract, the Town may terminate said negotiations and begin negotiations with the next qualified and lowest responsive and responsible Bidder. This process will continue until a Contract acceptable to the Town has been executed or all Bids are rejected. No Bidder shall have any rights against the Town rising from such negotiations or termination thereof.

## 12. <u>INSURANCE</u>

- 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. <u>CONTRACT TIME</u>

- 14.1 The Work to be performed under the Contract shall be commenced upon issuance of Notice to Proceed by the Town.
  - 14.2 The number of days, which the Work is to be completed or goods are to be provided, is

150 consecutive calendar days for Substantial Completion and 180 consecutive calendar days for Final Completion from the date of issuance of the Notice To Proceed.

- 14.3 By virtue of the submission of its Bid, Bidder agrees and fully understands that the completion time of the Work of the Contract is an essential and material condition of the contract and that time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the Work within the time period specified shall be considered a default.
- 14.4 All Bidders shall agree that a liquidated damages provision will be required in the Contract.

#### 15. SAFETY

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

#### 16. WARRANTIES

16.1 Warranty of Title: The Successful Bidder warrants to the Town that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered

defective.

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

## 17. RISK OF LOSS

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

## 18. PERMITS, FEES AND NOTICES

18.1 In accordance with the Public Bid Disclosure Act, Section 281.80, Florida Statutes, the

Town shall disclose all Town permit fees associated with the Work. The Town will not charge for any building permits required from the Town for the Work. The Successful Bidder shall secure and be responsible for any and all permits and licenses, and pay all fees, that may be required for the proper execution and completion of the Work, as may be required from Miami-Dade County, State and federal agencies. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Contract Administrator without delay.

- 18.2 The Successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Town shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.
- 18.3 All notices or other documents or papers required to be delivered by the Contractor to the Town shall be delivered to an address provided to the Contractor at the preconstruction conference.
- 18.4 The Successful Bidder shall secure, complete and file with the Clerk of Courts of Miami-Dade County, a Certified Notice of Commencement required Chapter 713, Florida Statutes. This notice must be on file with the Town, and be displayed on the job site prior to the first inspection.

## 19. <u>DELAYS AND EXTENSIONS OF TIME</u>

- 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 or the EOR, or CEI by reason of any delays.

## 20. <u>DEFAULT</u>

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 Contact 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. <u>EQUAL EMPLOYMENT OPPORTUNITY REQUIRMENT INFORMATION</u>

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

- 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. <u>INDEMNIFICATION</u>

- 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. <u>INSPECTION AND AUDIT RIGHTS</u>

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. <u>CONFLICT OF INTEREST</u>

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

## 35. ACCESS TO PUBLIC RECORDS.

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

## 36. OWNERSHIP AND REUSE OF DOCUMENTS.

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

## 37. <u>SEVERABILITY.</u>

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

## 38. WAIVER OF JURY TRIAL AND VENUE.

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

#### 39. ATTORNEYS' FEES.

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

## 40. CONE OF SILENCE.

You are hereby advised that this Bid is subject to the "Cone of Silence," in accordance with Section

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

## 41. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

- 41.1 The following is a summary of documents, copies of which may be included in the Bid Documents, which are to be completed and submitted by Bidders:
  - A. Bidder acknowledgement
  - B. Bid Form
  - C. Bid Proposal
  - D. Notice to All Bidders
  - E. List of Major Subcontractors
  - F. General Information Required of Bidder
  - G. Solicitation, Giving and Acceptance of Gifts Policy
  - H. Drug Free Workplace Program
  - I. Bidder's Certification
  - J. Certified Resolution
  - K. Certification of Insurance
  - L. Non-Collusive Affidavit
  - M. Foreign (Non-Florida) Corporations Must Complete
  - N. Qualification Statement
  - O. Acknowledgement of Conformance with OSHA Standards

- P. Trench Safety Compliance
- Q. References
- R. Bid Bond or Security
- S. Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder
- T. Public Entity Crime Affidavit
- U. Schedule of Intent Affidavit (SOI) Small Business Enterprise Construction (SBE-CONST) Program

## ITB No. 2019-011

#### PROJECT DESCRIPTION:

#### NW SOUTH RIVER DRIVE SR826-72A ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number PW-0112.05 NW South River Drive SR826-72A Roadway and Drainage in accordance with the Contract Documents.

Work includes, but is not limited to, the Roadway and Drainage Construction for an area including approximately 2,400 linear feet ("L.F.") of NW South River Dr from its intersection with NW 84th Street south to its intersection with NW 72<sup>nd</sup> Ave, approximately 470 L.F. of NW 74<sup>th</sup> Ave from its intersection with NW South River Dr to NW 82<sup>nd</sup> St as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws and coordinating with all impacted utility owners.

## **SCHEDULE OF EVENTS**

It is important that Bidder agrees and fully understands that <u>time is of the essence</u> 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	December 17, 2018
2.	PRE-BID CONFERENCE	January 7, 2019
3.	FINAL DAY FOR BIDDER QUESTIONS	January 24, 2019
4.	OPENING OF BIDS	January 31, 2019
5.	SELECTION COMMITTEE RECOMMENDATION OF AWARD	February 7, 2019
6.	AWARD OF PROJECT BY THE TOWN COUNCIL	February 18, 2019
7.	NOTICE OF AWARD GIVEN TO CONTRACTOR	February 19, 2019
8.	CONTRACT DOCUMENTS EXECUTION	March 12, 2019
9.	NOTICE TO PROCEED ISSUED TO CONTRACTOR	March 13, 2019
10.	CONTRACT TIME	180 Days
11.	SUBSTANTIAL COMPLETION (150 DAYS)	August 13, 2019
12.	FINAL COMPLETION (180 DAYS)	September 13, 2019
Event		Date (on or by)

#### SECTION II CONSTRUCTION SERVICES - GENERAL CONDITIONS

## 1. <u>DEFINITIONS</u>

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 Contact Time will commence.
- 1.24 **Effective Date of the Agreement** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.25 **Engineer of Record (EOR)** A Florida professional Engineer who is in responsible charge of the preparation, signing, dating, sealing, and issuing of the engineering documents for the

project.

- 1.26 **Field Order** A written order issued by EOR which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.
  - 1.27 **General Requirements** Sections of Division 1 of the Specifications.
- 1.28 **Hazardous Environmental Condition** The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
- 1.29 **Hazardous Waste** The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.30 Law and Regulations; Laws or Regulations Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.31 **Liens** Charges, security interests, or encumbrances upon Project funds real property, or personal property.
- 1.32 **Milestone** A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.33 **Notice of Award** The written notice by the Town to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated therein, within the time specified the Town will sign and deliver the Contract.
- 1.34 **Notice to Proceed** A written notice given by the Town to Contractor (with a copy to CEI) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents. This written notice will also state the dates of substantial and final completion of the project.
- 1.35 **Owner** The Town of Medley which is the individual or entity with whom Contractor has entered into the Contract and for whom the Work is to be performed.
- 1.36 **Petroleum** Petroleum, including crude oil or any fraction thereof which is liquid as standard conditions or temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- 1.37 **Progress Schedule** A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 1.38 **Project -** The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

- 1.39 **Project Manual** The bound documentary information prepared for bidding and constructing the Work. This shall include the Contract Documents, Drawings, Technical Specifications, and any other set of documents required for completion of the Work. A full listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables(s) of contents.
- 1.40 **Radioactive Material** Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq) as amended from time to time.
- 1.41 **Resident Project Representative** The authorized representative of Engineer who may be assigned to the Site or any part thereof.
- 1.42 **Samples -** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.43 **Schedule of Submittals** A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
- 1.44 **Schedule of Values** A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- 1.45 **Shop Drawings** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.
- 1.46 **Site** Lands or areas indicated in the Contract Documents as being furnished by the Town upon which the Work is to be performed, including rights-of-ways and easements for access thereto, and such other lands furnished by the Town which are designated for the use of Contractor.
- 1.47 **Specifications** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.48 **Sub-Contractor** An individual, firm or corporation having a direct Contract with Contractor or with any other Sub-Contractor for the performance of a part of the Work at the site.
- 1.49 **Substantial Completion** Refers to the date certified by the CEI to when all conditions and requirements of permits and regulatory agencies have been satisfied, and when the Work has progressed to the point where in the opinion of the CEI, as evidenced by the Certificate of Substantial Completion/Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the Work is available for beneficial occupancy and can be utilized for the purposes for which it is intended; or if there be no such certificate issued when final

payment is due. A temporary Certificate of Occupancy or Certificate of Occupancy must be issued for Substantial Completion to the 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 Change Directive (WCD)** 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 WCD 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 WCD 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. <u>COMMENCEMENT OF CONTRACT TIME; EFFECTIVE DATE; NOTICE TO PROCEED</u>

- 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. <u>FINALIZING SCHEDULES</u>

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. <u>CONFLICT, ERROR OR DISCREPANCY</u>

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. <u>AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS</u>

- 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. <u>SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS</u>

- 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. <u>AVAILABILITY OF LANDS</u>

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. <u>REFERENCE POINTS</u>

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. <u>RESIDENT SUPERINTENDENT</u>

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

## 3. LABOR, MATERIALS AND EQUIPMENT

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

starting and completing the various stages of the Work, including any milestones specified on the Project Manual. During the performance of the Work, Contractor shall adhere to the Progress Schedule which shall provide an orderly progression of the Work to completion within the Contract Times. The Progress Schedule may be adjusted from time to time as provided below.

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

## 4. SUBSTITUTES OR "OR EQUIVALENT" ITEMS

- 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 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 equivalent 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. <u>CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHERS</u>

- 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. <u>LAWS AND REGULATIONS</u>

- 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. <u>USE OF PREMISES</u>

- 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 Change Directive, 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.
- Contractor shall furnish watchmen, flagmen, warning signs, cones, barricades, 12.2 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. <u>INDEMNIFICATION</u>

- 15.1 General Indemnification: The parties agree that one percent (1%) of the total compensation paid to Contractor for the Work of the Contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, Contractor shall indemnify, save and hold harmless the Town, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of Engineer, architects, attorney's consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of the Town. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from:
  - A. Any and all bodily injuries, sickness, death, disease;
  - B. Injury to or destruction of tangible personal property, including the loss of use resulting there from:
  - C. Other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period;
  - D. The use of any improper materials;
  - E. Any construction defect including patent defects;
  - F. Any act or omission of Contractor or its Sub-Contractors, agents, servants or employees;
  - G. The violation of any federal, state, county or the Town laws, by-laws, ordinances or regulations by Contractor, its Sub-Contractors, agents, servants or employees; and
  - H. The breach or alleged breach by Contractor of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.
- 15.2 Patent and Copyright Indemnification: Contractor agrees to indemnify, save and hold harmless the Town, its officers, agents and employees, from all such claims and fees, and from any and all sites and actions of every name and description that may be brought against the Town, its

officers, agents and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the Town, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- 15.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the Town, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the Town when applicable.
- 15.4 The Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor under the indemnification. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which Contractor is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive the Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph 15 and its subparts.

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

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

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 such written clarifications or interpretations of the technical requirements of the Contract Documents as EOR may determine necessary, within five (5) business days of receipt of a Request for Information (RFI), which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. In the event that a response is not received within five (5) business days the Contractor's only remedy for such delay, if any, shall be an extension of contract time. 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. <u>DECISIONS ON DISPUTES</u>

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. <u>DECISION ON REQUIREMENTS OF CONTRACT DOCUMENTS AN ACCEPTABILITY OF</u> 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, within five (5) business days of receipt of a Request for Information (RFI), render a written decision on the issued referred. In the event that a response is not received within five (5) business days the Contractor's only remedy for such delay, if any, shall be an extension of contract time. If the Town or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a claim may be made. The date of CEI's decision shall be the date of the event giving rise to the issues referenced.
- 9.3 CEI's written decision on the issue referred will be final and binding on the Town and Contractor.
- 9.4 When functioning as interpreter and judge, CEI will not show partially to the Town or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

# 10. <u>LIMITATIONS ON CEI'S RESPONSIBILITIES</u>

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 Change Directive, 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 early 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. <u>COST OF THE WORK</u>

- 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, expediters, 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. <u>CONTRACTOR'S FEE</u>

- 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. <u>COMMENCEMENT</u>

- 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

- All time limits stated in the Contract Documents are of the essence of the Contract. NO 2.1 CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE TOWN OR ENGINEER, EOR, OR CEI 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, neither the Town nor the Engineer shall 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. <u>LIQUIDATED DAMAGES</u>

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 two (2) business days 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. <u>UNCOVERING THE WORK</u>

- 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 of 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. <u>CORRECTION OR REMOVAL OF DEFECTIVE WORK</u>

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. GROUNDS 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 <u>not</u> be subject to interest, including but not limited to pre-judgment interest.

## 8. <u>CONTRACTOR'S CONTINUING OBLIGATION</u>

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. <u>TERMINATION FOR CONVENIENCE OF THE TOWN</u>

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 by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Contract.
- 3. Contractor shall not assign or transfer the Contract or its rights, title or interests therein without the Town's prior written approval. The obligations undertaken by Contractor pursuant to the Contract shall not be delegated or assigned to any other person or firm unless the Town shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by Contractor and the Town may, at its discretion, cancel the Contract and all rights, title and interest of Contractor shall thereupon cease and terminate.

#### SECTION XVII BONDS AND INSURANCE

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

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

## 1.2 Financial Stability A

#### 1.3 Financial Size VIII

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

## 2. BONDS, REDUCTION AFTER FINAL PAYMENT

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

# 3. <u>DUTY TO SUBSTITUTE SURETY</u>

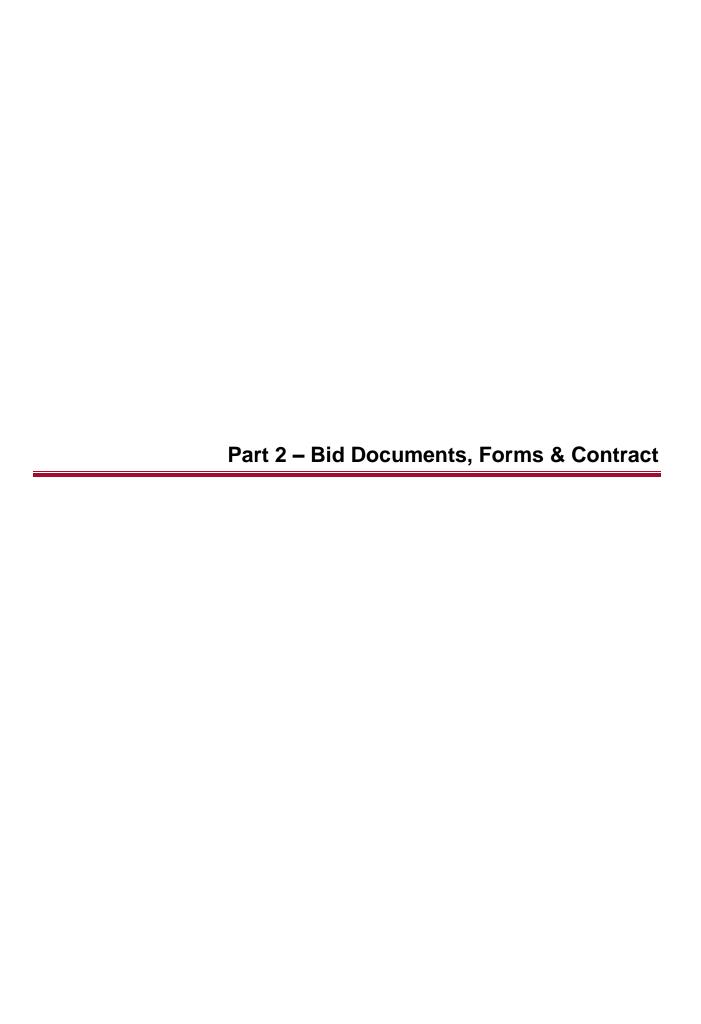
If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, Contractor shall within five (5) days thereafter substitute another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

## 4. INSURANCE

See Invitation to Bid, Section I, Paragraph 12 for details.

## 5. THE TOWN'S LIABILITY AND INSURANCE

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



# **TABLE OF CONTENTS**

# PART 2

BID FORM	3
BID PROPOSAL	7
NOTICE TO ALL BIDDERS	16
LIST OF MAJOR SUB-CONTRACTORS	17
LIST OF SUBCONTRACTORS	18
GENERAL INFORMATION REQUIRED OF BIDDER	19
SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY	20
DRUG-FREE WORKPLACE PROGRAM	21
BIDDER'S CERTIFICATION	22
BIDDER'S CERTIFICATION	23
CERTIFIED RESOLUTION	25
CERTIFICATE OF INSURANCE	27
NON-COLLUSIVE AFFIDAVIT	31
FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM	33
QUALIFICATION STATEMENT	35
ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS	38
TRENCH SAFETY ACT COMPLIANCE	39
REFERENCES	40
BID BOND	41
NOTICE OF AWARD	44
FORM OF PERFORMANCE BOND	47
FORM OF PAYMENT BOND	50
CERTIFICATE AS TO CORPORATE PRINCIPAL	53
NOTICE TO PROCEED	63
CONTRACT FOR CONSTRUCTION	65

THIS PAGE INTENTIONALLY LEFT BLANK

#### **BID FORM**

#### FOR ITB No. 2019-011

#### NW SOUTH RIVER DIRVE SR826-72A ROADWAY AND DRAINAGE

Date:	, 20
-------	------

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

Mr. Martell,

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Town to perform all Work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
- 2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
- 3. Bidder has examined the site of the Project and has become fully informed concerning the local conditions, and nature and extent of Work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the Bond and insurance requirements of the Bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
- 4. Bidder hereby declares that the only person or persons interested in this Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Contract to which the work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making a bid and that the Bid is in all respects fair and made in good faith without collusion or fraud.
- 5. Bidder further represents that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the Project or that to satisfy himself that such site is a correct and suitable one for this Work and he assumes full responsibility therefore, that he has examined the Drawings 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 contact 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	<del></del>
Bidders Occupational License No	
Acknowledgement is hereby made of the following Addenda (in issuance of the Invitation to Bid:	dentified by number) received since
Addendum No	Date
Addendum No	
Addendum No.	Date

Attached hereto is (check on	e) a:	
Cashier's check for	or the sum of \$	U.S. Dollars or
Bid Bond for the S	Sum of \$	U.S. Dollars
Made payable to the Town o	f Medley, Florida	
	(Name of Bidder)	(Affix Seal)
	Signature of Officer	
	(Title of Officer)	
COVERAGE REQUIREMEN	ITS CONTAINED IN THE IN	CAREFULLY REVIEW THE INSURANCE STRUCTIONS TO BIDDERS PRIOR TO ITH ALL INSURANCE REQUIREMENTS
	this Bid shall be addressed to	
Name:	2.4 3.14.1 23 444.1 3334 1	<b>.</b>
Address:		
E-mail Address:		
Telephone No.:		
Fax No :		

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

- (a) Bid Proposal
- (b) Notice to all Bidders
- (c) List of Major Sub Contractors
- (d) List of Sub-Contractors
- (e) General Information Required of Bidder
- (f) Solicitation, Giving, and Acceptance of Gift Policy
- (g) Drug-Free Workplace Program
- (h) Bidder's Certification
- (i) Certified Resolution (corporation, partnerships)
- (j) Certificate(s) of Insurance
- (k) Non-Collusive Affidavit
- (I) Bidder's Foreign (Non-Florida) corporate statement References
- (m) Bidder's Qualification Statement
- (h) Conformance with OSHA Standards
- (i) Trench Safety Act Compliance
- (j) References
- (k) Bid Bond
- (I) Schedule of Intent Affidavit (SOI) Small Business Enterprise Construction (SBE-CONST) Program

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
1	MILLING EXIST ASPH PAVT, UP TO 3" (DEPTH VARIES)	SY	5743			
2	CLEARING AND GRUBBING	AC	1.20			
3	DISPOSAL OF UNSUITABLE MATERIAL (ESTIMATE QUANTITY	CY	679			
5	SUBGRADE STABILIZATON (UP TO 12")	SY	4279			
6	REWORKING LIMEROCK BASE, 4" FOR MILLING AND RESURFACING IMPACTED AREAS AND HARMONIZATION OF DRIVEWAYS	SY	3828			
7	10" LIMEROCK BASE	SY	3126			
8	ASPH CONC FC, TRAFFIC C, FC-12.5, PG 76-22, 1.5"	SY	9120			
9	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (STRUCTURAL COURSE AND OVERBUILD)	TN	825			
10	MISCELLANEOUS ASPHALT PAVEMENT FOR DRIVEWAY HARMONIZATION AND RESTORATION	TN	200			
11	CONC. PAVEMENT DRIVEWAY, 6" (HARMONIZATION)	SY	317			

Name of Bidder	Signature of Bidder

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
12	STAMPED, PATTERNED, AND COLORED CONC. PAVEMENT DRIVEWAY (HARMONIZATION)	SY	12			
13	PAVER DRIVEWAY (HARMONIZATION)	SY	120			
14	5' x 5' PATTERENED PAVEMENT MOCK-UPS	EA	4			
15	TREATMENT, COLORING, AND STAMPING OF ASPHALT FOR PATTERENED PAVEMENT AREAS	SY	1222			
16	CONCRETE CURB, TYPE D	LF	2249			
17	CONCRETE CURB & GUTTER, TYPE F	LF	1652			
18	CONCRETE CURB, TYPE RA	LF	60			
19	DROP CURB	LF	2136			
20	RIBBON CURB	LF	826			
21	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	350			
22	CONCRETE SIDEWALK, 4"	SY	1403			

Name of Bidder	Signature of Bidder

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
23	DETECTABLE WARNINGS	SF	456			
24	INLETS, CURB, TYPE J-5, >10'	EA	1			
25	INLETS, CURB, TYPE P-5, <10'	EA	1			
26	INLETS, CURB, TYPE P-5, >10'	EA	2			
27	INLETS, CURB, TYPE J-6, >10'	EA	1			
28	INLETS, CURB, TYPE P-6, >10'	EA	4			
29	INLETS, DT BOT, TYPE C, <10'	EA	1			
30	INLETS, GUTTER, TYPE V, <10'	EA	5			
31	INLETS, GUTTER, TYPE V, >10'	EA	4			
32	MANHOLES, P-8, <10'	EA	3			
33	MANHOLES, P-8, >10'	EA	4			
34	MANHOLES, J-8, >10'	EA	3			

Name of Bidder	Signature of Bidder	

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
35	DRAINAGE MANHOLE, ADJUST	EA	7			
36	YARD DRAIN	EA	3			
37	PIPE CULV, HDPE, ROUND, 24"S/CD, < 8' DEPTH TO INVERT	LF	367			
38	PIPE CULV, HDPE, ROUND, 24"S/CD, > 8' DEPTH TO INVERT	LF	27			
39	PIPE CULV, HDPE, ROUND, 18"S/CD < 8' DEPTH TO INVERT	LF	469			
40	PIPE CULV, HDPE, ROUND, 12"S/CD < 8' DEPTH TO INVERT	LF	57			
41	PIPE CULV, HDPE, ROUND, 24"S/CD, < 8' DEPTH TO INVERT (ALTERNATE SECTION)	LF	92			
42	PIPE CULV, HDPE, ROUND, 24"S/CD, > 8' DEPTH TO INVERT (ALTERNATE SECTION)	LF	7			
43	PIPE CULV, HDPE, ROUND, 18"S/CD < 8' DEPTH TO INVERT (ALTERNATE SECTION)	LF	117			
44	PIPE CULV, HDPE, ROUND, 12"S/CD < 8' DEPTH TO INVERT (ALTERNATE SECTION)	LF	14			
45	FRENCH DRAIN, 24"	LF	304		-	
46	FRENCH DRAIN, 24" (ALTERNATE SECTION)	LF	102			

Name of Bidder	Signature of Bidder

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
47	POLLUTION CONTROL BAFFLE	EA	14			
48	WEIR (INVERTED BAFFLE)	EA	2			
49	MANATEE GRATE (IF REQUIRED)	EA	1			
50	MODIFY EXISTING DRAINAGE STRUCTURE	EA	5			
51	VALVE BOXES, ADJUST	EA	36			
52	F&I NEW SAN. CLEANOUT INCL. OF NO. 53 VALVE BOX INCL. OF REQ'D PIPE AND JOINT MATERIALS		32			
53	FIRE HYDRANT, REMOVE	EA	4			
54	FIRE HYDRANT, F&I, STD,2 HOSE,1PUMP,6" INCL. OF NEW 8" x 6" T.S. AND T.V., UP TO 20 L.F. of 6" WM	EA	3			
55	FIRE HYDRANT, F&I, STD,2 HOSE,1PUMP,6" INCL. OF NEW 8" x 6" T.S. AND T.V., UP TO 40 L.F. of 6" WM	EA	1			
56	2" WATER SERVICE, F&I, INCL. OF METER BOX, CORP. STOP, UP TO 20 L.F. OF 2" COPPER PIPE, AND NEW BACKFLOW PREVENTER	EA	1			
57	2" WATER SERVICE, F&I, INCL. OF METER BOX, CORP. STOP, UP TO 40 L.F. OF 2" COPPER PIPE, AND NEW BACKFLOW PREVENTER	EA	1			
58	MANHOLE, HANDHOLE, AND PULLBOX RIM ADJUST	EA	18			

Name of Bidder	Signature of Bidder

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
59	TRASH RECEPTACLE	EA	7			
60	BENCH	EA	7			
61	SABAL PALMETTO - SABAL PALM	EA	21			
62	TAXODIUM DISTICHUM - CYPRESS SPECIMEN	EA	2			
63	QUERCUS VIRGINIANA - LIVE OAK SPECIMEN	EA	5			
64	ROYSTONEA REGIA - ROYAL PALM	EA	11			
65	THRINAX RADIATA - FLORIDA THATCH PALM	EA	122			
66	SERENOA REPENS 'CINEREA' - SILVER SAW PALMETTO	EA	128			
67	CORDIA SEBESTENA - ORANGE GEIGER	EA	1			
68	COCCOLOBA DIVERSIFOLIA - PIGEON PLUM	EA	21			
69	MUHLENBERGIA CAPILLARIS - PINK MUHLY	EA	2384			
70	TRIPSACUM DACTYLOIDES - FAKAHATCHEE GRASS	EA	1064			

Name of Bidder	Signature of Bidder

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
71	BORRICHIA ARBORESCENS	EA	690			
72	ARACHIS GLABRATA - PERENNIAL PEANUT	SF	21760			
73	PERFORMANCE TURF, SOD	SF	3000			
74	PLANTING SOIL (3" DEPTH)	SY	954			
75	MULCH (3" DEPTH)	SY	954			
76	PROJECT INFORMATION SIGNS	EA	3			
77	ELECT DISP SIGN, REMOVE- GROUND MOUNT, ASSEMBLY	EA	2			
78	ELEC DIS SIGN- F&I GM- SOLAR, SPEED FLAS, ASSEMBLY	EA	2			
79	SINGLE POST SIGN, F&I GM, <12 SF, ASSEMBLY	EA	19			
80	SINGLE POST SIGN, REMOVE, ASSEMBLY	EA	26			
81	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	252			
82	PAINTED PAVT, GREEN (BIKE LANE)	SY	10022			

Name of Bidder	Signature of Bidder

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
83	THERMOPLASTIC, STD, WHITE, YIELD LINE	LF	14	83		
84	THERMOPLASTIC, STD-OP, WHITE, SOLID, 6"	GM	1.042	84		
85	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	GM	0.071	85		
86	THERMOPLASTIC, STD-OP, YELLOW, SOLID, 6"	GM	0.863	86		
87	THERMOPLASTIC, STD-OP, YELLOW, SKIP, 6"	GM	0.050	87		
88	THERMOPLASTIC, STD, YELLOW, DOT / GUIDE, 6"	GM	0.077	88		
89	THERMOPLASTIC, STD-OP, WHITE, SOLID, 8"	GM	0.023	89		
90	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	1027	90		
91	THERMOPLASTIC, STD, WHITE, SOLID, 18"	LF	86	91		
92	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	18	92		
93	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	139	93		
94	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	17	94		
95	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	17	95		
96	GENERAL CONDITIONS (MOT, MOB, EROSION CTRL, ETC.)	LS	Lump Sum	96		

•						
			A. Sl	JB-TOTAL	(Add Items Above)	
			B. 25% Cont	ingency Allo	owance (25% of A)	
				GRAND	TOTAL (Add A+B)	
Name of F	Bidder S	Signati	ıre of Bidder			

Written Bid Amount:								
The total contract time is 180 calendar days to Final Completion from Notice to Proceed.								
Name of Bidder	Signature of Bidder							

All bid prices are inclusive of excavation, disposal, bedding material, backfill, trench restoration, temporary and/or permanent asphalt, temporary markings, testing, surveying, material, labor, overhead, and profit unless otherwise noted. Drainage Structures include frame and grate and removal of existing structures and associated pipes. Pay items with unit prices of tons, cubic yards, or which have alternative construction details for use at the engineer's discretion shall be paid solely based upon the actual quantities required and the contractor shall be responsible to furnish reasonable proof such as receipts, disposal tickets, manifests, etc. as backup for pay applications. Tree planting includes bracing and/or guying (refer to plans for tree size). Any work on the Construction Plans not listed as a pay item above shall be considered incidental to the project work and the cost of such included in the appropriate pay items. Payment for this project will be based upon completion of the entire project as a unit price contract, in accordance with the Project Manual.

#### **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	
ADDENDUM NO	
ADDENDUM NO	DATE
ADDENDUM NO	DATE

#### LIST OF MAJOR SUB-CONTRACTORS

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

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

The Bidder expressly agrees that:

- 1. If awarded a contract as a result of this Proposal, the major sub-contractors used in the prosecution of the work shall be those listed below.
- 2. The Bidder represents that the sub-contractors listed below are financially responsible and are qualified to do the work required.

CATEGORY OR CLASS ADDRESS	NAME OF SUB-CONTRACTOR				
OF WORK	***********				
***********	******************				

## **LIST OF SUBCONTRACTORS**

CONTRACTOR		

	1			
Name Under Which			Percent	Specific
Subcontractor	License	Address of Office, Mill,	of Total	Description of
is Licensed	No.	or Shop	Contract	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.

	Contractor'	s telephone:	Fax	:			
	Primary E-	mail Address:					
	Contractor'	Contractor's license: Primary classification:					
	Dade Cour	ity License No. <u>:</u>					
	Supplemer	ital classifications held	l, if any:				
	Number of	Number of years as a Contractor in construction work of type:					
	Name of person who inspected site of proposed work for your firm:						
	Date of ins	pection:					
	Three proje	ects of this type and co	emplexity recently cons	tructed by bidder:			
rac	ct 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 the	nis day c	of, 20
Printed Name of Corporation, Partnership, Firm Signature	gnature of Tow	rn
Witness:		
		Business Address
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	dayof _	
20 , by of		who is
personally known to one or who has produced		as
identification and who did (did not) take an oath.		
WITNESS my hand and official seal.		
NOTARY PUBLIC		
Name of Notary Public: Print, Stamp, or type as Commissioned		

## ACKNOWLEDGEMENT

Signed, sealed and delivered in the presence of:
Signed, sealed and delivered in the presence of:
By:
Printed Name:
STATE OF FLORIDA COUNTY OF MIAMI-DADE
The foregoing instrument was acknowledged before me this dayof
20 , by of who
personally known to one or who has produceda
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**

l,		the duly elected Secretary of
laws of the State of Floriously adopted and p	da, do hereby certify passed by a quorum of	n organized and existing under the that the following Resolution was the Board of Directors of the said and law and the by-laws of the said
and is hereby authorized to required, to the Town of Medlon behalf of the said corporasigned by him/her shall be b	execute and submit a ley and such other instru- tion; and that the Bid, B inding upon the said co	(Name) the duly (Corporate Title) be Bid and Bid Bond, if such Bond is ments in writing as maybe necessary bid Bond, and other such instruments rporation as its own acts and deeds. es of those authorized to act by the
secretary and shall be indem	nified and saved harmle esulting from or growing	elying upon such certification of the ess from any and all claims, demands, out of honoring, the signature of any ature not so certified.
I further certify that the above revoked or rescinded.	e Resolution is in force	and effect and has not been revised,
I further certify that the follopersons authorized to act by	•	tles and official signatures of those า.
NAME	TITLE	SIGNATURE
Given under my hand and the	e Seal of the said corpor	ation thisday of, 20
(SEAL)	·	
\ <u>-</u> -	-)·_	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	<del></del>		
has issued policies of insura insured named below; and t It is agreed that none of the interest(s)	o certify that such	policies are in full force a	nd effect at this time
(hereinafter sometimes call cancellation or change has			ritten notice of such
Insured			
Address			
Status of Insured:	Corporation	Partnership _	Individual
Location of Operations Insu	red		
Description of Work			

#### NW SOUTH RIVER DRIVE SR826-72A ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number PW-0112 NW South River Drive SR826-72A Roadway and Drainage in accordance with the Contract Documents.

Work includes, but is not limited to, the Roadway and Drainage Construction for the area including approximately 2,400 linear feet ("L.F.") of NW South River Dr from its intersection with NW 84<sup>th</sup> Street east to its intersection with NW 72<sup>nd</sup> Ave, and approximately 470 L.F. of NW 74<sup>th</sup> Ave from its intersection with NW 82<sup>nd</sup> St to NW South River Dr as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws and coordinating with all impacted utility owners.

INSURANCE POLICIES IN FORCE: Forms of coverage	Policy Number	Exp. Date	
* Workers Comp./Employers Liability			
+Comprehensive Automobile Liability			
<sup>o</sup> Comprehensive General Liability			
+Excess Liability			
Other (Please specify type:):			

POLICY INCLUDES COVERAGE	YES	NO	
<ol> <li>Additional Insured: Town, E</li> <li>*Liability under the United S</li> <li>Longshoremen's and Harbone</li> <li>Compensation Act</li> </ol>	States		
3. + All owned, hired or non-or Equipment used in connect Done for the Town.			
<ul> <li>4. ° Contractual Liability</li> <li>5. ° Damage caused by explo</li> <li>Structural injury and damage</li> <li>Utilities</li> </ul>			
<ul> <li>6. ° Products/Completed Ope</li> <li>7. ° Town's and Contractors F</li> <li>8. ° Personal injury Liability</li> </ul>	Protective Liability		
<ul> <li>+ Excess Liability applies extends</li> <li>(a) Employers Liability</li> <li>(b) Comprehensive General</li> <li>(c) Comprehensive Autor</li> </ul>	eral Liability		
9. Builder's Risk	,		
TYPES OF POLICY	FORMS OF COVERAGE	LIMITS OF L	IABILITY
Workers' Compensation	Bodily Injury Statutory	\$	
Workers' Compensation  Employers Liability		\$	Each
·	Statutory		Accident Each
·	Statutory  Bodily Injury	\$	Accident
·	Statutory  Bodily Injury  Disease	\$ \$	Accident Each Person Policy
Employers Liability  Comprehensive Auto	Statutory  Bodily Injury  Disease  Disease  Combined Single	\$\$ \$\$ \$\$	Accident Each Person Policy Limit  Each Accident  Each Occurrence
Employers Liability  Comprehensive Auto Liability  Comprehensive General	Statutory  Bodily Injury  Disease  Disease  Combined Single Limit BI/PD	\$\$ \$\$	Accident Each Person Policy Limit Each Accident Each
Employers Liability  Comprehensive Auto Liability  Comprehensive General	Statutory  Bodily Injury  Disease  Disease  Combined Single Limit BI/PD	\$\$ \$\$ \$\$	Accident Each Person Policy Limit  Each Accident  Each Occurrence

	OR		
	Combined Single Limit BI/PD	\$ \$	Each OccurrenceAggregate
Excess Liability	Combined Single Limit BI/PD	\$	Aggregate
Builder's Risk	Property Damage/		
	Replacement	\$	
Other			
two (2) certified copies of	hereby agrees to deliver, with the above policies to the CE w es to the Town Attorney wher	hen so requested	
Note: Entries on this ce Representative.	rtificate are limited to the Auth	norized Agent or	Insurance Company
Date:		_ (SEAL)	nsurance Company
Authorized Rep	presentative	Insurance Ager	nt or Company
- Send three (3) copies to	):		
. , .	Town of Medley		

Town of Medley 7777 N.W. 72<sup>nd</sup> Avenue Medley, FL 33166

Medley, FL 33166 Attention: Herlina Taboada, Town of Medley Clerk

## **NON-COLLUSIVE AFFIDAVIT**

# STATE OF FLORIDA COUNTY OF MIAMI-DADE

being first duly s	worn, deposes and says that:
(1) He/she is the	
(2) He/she is fully informed respecting the preparation are and of all pertinent circumstances respecting such Bid;	nd contents of the attached Bid
(3) Such Bid is genuine and is not a collusive or sham Bid	<b>!</b> ;
(4) Neither the said Bidder nor any of its officer representatives, employees or parties in interest, including colluded, conspired, connived or agreed, directly or indirectly person to submit a collusive or sham Bid in connection with the Bid has been submitted; or to refrain from bidding in connection any manner, directly or indirectly, sought by Contract or conference with any Bidder, firm, or person to fix the price or any other Bidder, or to fix any overhead, profit, or cost elemptice of any other Bidder, or to secure trough any collusion unlawful Contract any advantage against (Recipient), or proposed Work; and	this affiant, have in any way, with any other Bidder, firm, or he Work for which the attached tion with such Work; or have in ollusion, or communication, or prices in the attached Bid or of ents of the Bid price or the Bid on, conspiracy, connivance, or
(5) The price or prices quoted in the attached Bid are fair by any collusion, conspiracy, connivance, or unlawful Contra any other of its agents, representatives, Towns, employees this affiant.	act on the part of the Bidder or
ACKNOWLEDGEMENT	
Signed, sealed and delivered in the presence of:	
By:	
Printed Name:	

# STATE OF FLORIDA COUNTY OF MIAMI-DADE

by	rument was acknowledged of d as identification and who	who is	personally	
WITNESS my har	nd and official seal.			
NOTARY PUBLIC	;			
Name of Notary P	ublic:			

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

DEPARTMENT OF STATE CORPORATE CHARTER NO.

(1)

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, <u>YOU MUST CHECK BELOW</u> 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.

A foreign corporation may not transact business in this state until it obtains a certificate

Section 607.1501 Authority of foreign corporation to transact business required.

of aut	hority from the	e Depar	tment of State.
(2) the m	The following eaning of subs	_	ties, among others, do not constitute transacting business within (1);
		(a.)	Maintaining, defending, or settling any proceeding.
		(b.) carryi	Holding meetings of the board of directors or shareholders or ng on other activities concerning internal corporate affairs.
		(c.)	Maintaining bank accounts.
		•	Maintaining officers or agencies for the transfer, exchange, and ration of the corporation's own securities or maintaining trustees positaries with respect to those securities.
		(e.)	Selling through independent contractors.
			Soliciting or obtaining orders, whether by mail or through byees, agents, or otherwise, if the orders require acceptance le this state before they become contracts.
		(g.) intere	Creating or acquiring indebtedness, mortgages, and security sts in real or personal property.
		(h.) intere	Securing or collecting debts or enforcing mortgages and security sts in property securing the debts.
		(i.)	Transacting business in interstate commerce.
		` ,	Conducting an isolated transaction that is completed within thirty lays and that is not one in the course of repeated transactions of 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.
	(I.) 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.
` '	This section has no application to the question of whether any foreign corporation is 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.
checke	This sheet MUST be enclosed with your Bid if you claim an exemption or have d I or II above. If you do not check I or II above, your firm will be considered a tion and subject to all requirements listed herein.
	BIDDER'S CORRECT LEGAL NAME
	SIGNATURE OFAUTHORIZED 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 1	O: Town of Medley (Contract Administrator)	
ADDRESS:		
SUBMITTED E	3Y:	CIRCLE ONE
		Corporation Partnership Individual Other
NAME:		
ADDRESS:		
TELEPHONE	NO.:	
	ESS:	
	e true, exact, correct and complete name of the par ne under which you do business and the address o	
The correct na	me of the Bidder is:	
The address o	f the principal place of business is:	
2. If Bidde	r is a corporation, answer the following:	
a.	Date of Incorporation:	
b.	State of Incorporation:	
c.	President's name:	
	Vice President's name:	
	Secretary's name:	
	Treasurer's name:	
	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. organ		idder is other than an individual, corporation or partnership, describe the name and address of principals:			
5.		dder is operating under a fictitious name, submit evidence of compliance with the itious Name Statute.			
6. name		many years has your organization been in business under its present business			
	a.	Under what other former names has your organization operated?			
-		cate registration, license numbers or certificate numbers for the businesses or that are the subject of this Bid, Please attach certificate of competency and/or ration,			
8.	Do y	ou have a complete set of documents, including drawings and addenda?			
	(Y) _	(N)			
9.	Have	e you personally inspected the site of the proposed Work?YesNo			
10.	Did y	you attend the Pre-Bid Conference if such conference was held?YesNo			
11. and w		e you ever failed to complete any work awarded to you? If so, state when, where			
CON' UPOI WAR MISS PERF AND CON'	TAINE N BY RANT TATE FORM IF AF TRAC	ER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION ED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED THE TOWN IN AWARDING THE CONTRACT AND SUCH INFORMATION IS ED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO UNDER THE CONTRACT SHALL CAUSE THE TOWN TO REJECT THE BID, FITER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR T.			
Signa	ature				

# STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was	s acknowledged before me this	day of	, 20,
by	of		,
	e or who has produced		as
identification and who did (did	d not) take an oath.		
WITNESS my hand and offici	al seal.		
NOTARY PUBLIC			
Name of Notary Public Print, Stamp, or type as Com	missioned		

## **ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS**

TO THE TOWN OF MEDLEY:		
We,		, hereby
acknowledge and agree that as Contracto	rs for the con	struction of
NW SOUTH RIVER DRIVE SR	8826-72A RO	ADWAY AND DRAINAGE
within the limits of the Town of Medley, compliance with all requirements of the Fe and all State and Local Safety and Hea harmless the Town of Medley, Florida, and liability or loss the Town or its	ederal Occupa Ith regulations d its Consultin Consulting	tional Safety and Health Act of 1970 s, and agree to indemnify and hold
ATTEST		CONTRACTOR
	BY:	NAME
ATTEST		DATE

# TRENCH SAFETY ACT COMPLIANCE

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 <u>et. seq.</u> 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 theday of, 20
(affix seal)
Notary Public
My Commission Expires:

# **REFERENCES**

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

Bidder		(company
name):		
Address:		
Telephone		
No:		
Contact pe	erson:	Title:
Number of	years in business:	Years
Address of	f nearest facility:	
List three (		es where these services have been provided
1.	Company Name:	
	Address:	
		<u>Title:</u>
	E-mail Address:	
2.	Company Name:	
	Address:	
	Telephone No:	
	Contact Person:	
	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 Medl	ley, a municipal
corporation of the State of Florida in the penal sum of	
Dollars (\$), lawful money of the United States, for the pa	yment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, adr	ninistrators and
successors jointly and severally, firmly by these presents. THE CONDIT	FION OF THIS
OBLIGATION IS SUCH that whereas the Principal has submitted the acco	ompanying Bid,
dated, 20 for:	

#### NW SOUTH RIVER DRIVE SR826-72A ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number PW-0112 NW South River Drive SR826-72A Roadway and Drainage in accordance with the Contract Documents.

Work includes, but is not limited to, the Roadway and Drainage Construction for the area including approximately 2,400 linear feet ("L.F.") of NW South River Dr from its intersection with NW 84<sup>th</sup> Street east to its intersection with NW 72<sup>nd</sup> Ave, and approximately 470 L.F. of NW 74<sup>th</sup> Ave from its intersection with NW 82<sup>nd</sup> St to NW South River Dr as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws and coordinating with all impacted utility owners.

## NOW, THEREFORE,

ATTEST:

- 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 he their several seals this day of and the corporate seal of each corporate party being here duly signed by its undersigned representative.	, 20, the name
IN PRESENCE OF:	
(Individual or Partnership Principal)	
(SEAL)	
(Business Address)	
(Town/State/Zip)	
(Business Phone)	
ATTEST:	
Secretary	(Corporate Principal)*
	By:
	(Title)

Part 2-42

Secretary	(Corporate Surety)*
	Ву:
	*Impress Corporate Seal

<u>IMPORTANT</u> 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)		
BID NAME:	(Town, State, Zip Code)		
BID NUMBE	R:		
DESCRIPTION	ON OF WORK:		
obtair const NW S the C Work for the Dr fro Ave, a 82 <sup>nd</sup> S Contr	ractor shall furnish all supervision, laboring all required permits, and perform ruct the Town of Medley Capital Improve South River Drive SR826-72A Roadway a contract Documents.  includes, but is not limited to, the Road e area including approximately 2,400 line am its intersection with NW 84th Street eas and approximately 470 L.F. of NW 74th Act to NW South River Dr as depicted in the factor shall be responsible for complying atory agencies and applicable laws and owners.	ning all operation ments Project Nursend Drainage in action and Drainage ar feet ("L.F.") of Nest to its intersection Ave from its intersection Plang with the requirements of the Construction Plang with the requirements of the Plang with the Plang wit	ns required to mber PW-0112 ecordance with e Construction lW South River in with NW 72nd ection with NW lans.
You are noti	fied that your Bid dated rarded by the Town of Medley's Town Co	, 20 ouncil on	_ for the above Work 
The Contrac	t 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 yo	u nave an	ıy qu	iestions, (	or it w	<i>i</i> e can be d	of any further ass	sistance,	piea	ase do
not	hesitate	to	contact	the	Contract	Administrator's	office	at	(
									\
				•					
					Contrac	t Administrator			
					(Print N	ame)			_

## FORM OF PERFORMANCE BOND

#### KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirement of Florida Statute 255.05, we,,
as Principal, hereinafter called Contractor, and , as
Surety, are bound to the Town of Medley, Florida, as Obligee, hereinafter called the Town, in
the amount of
Dollars (\$) for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally.
WHEREAS, Contractor has by written Contract entered into a Contract, Bid/Contract No, awarded the day of, 20 with the Town for in accordance with drawings (plans) and specifications prepared by which Contract
is by reference made a part hereof, and is hereafter referred to as the Contract;
THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

- 1. Fully performs the Contract between the Contractor and the Town for construction of, within \_\_\_\_\_ calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
- 2. Indemnifies and pays the Town all losses, damages, specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor, expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that the Town sustains because of default by Contractor under the Contract; and
- 3. Upon notification by the Town, corrects any and all defective or faulty Work or materials which appear within one (1) year after final acceptance of the Work.
- 4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

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

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the Town elects, upon determination by the Town and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a Contract between such Bidder and the Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less

the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first Paragraph hereof. The term "balance of the Contract Price," as used in this Paragraph, shall mean the total amount payable by the Town to Contractor under the Contract and any Amendments thereto, less the amount properly paid by the Town to Contractor.

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

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

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

Signed and sealed this	_ day of	, 20	-
WITNESS:			
(Name of Corporation)			
Secretary (Signature and Title)		Ву:	
(CORPORATE SEAL)			
	(Туре	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

							, 20, before me, the undersigned N foregoing instrument was acknowledged prate officer), (title	
					(nan	ne of		ite of
·		,		•	cial seal			
VVIIIVL	.001	iiy ii	and and	a OIII	ciai scai			
							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:
			<u>CI</u>	<u>ERTI</u>	<u>FICATE</u>	AS T	O CORPORATE PRINCIPAL	
	sign	ature		_	jenuine;	ho sig of and t	, certify that I am the Secretary of the foregoing Performance Bond; gned the Bond on behalf of the Principal, was said corporation; that I know his/her signature that said Bond was duly signed, sealed and attention of its governing body.	that then e; and
(CORP				Julai	lon by a	utrior	ity of its governing body.	
(55141	JIV/	, I L	OL, (L)					
							(Name of Corporation)	

# **FORM OF PAYMENT BOND**

KNOW ALLMEN BY THESE PRESENTS:
That, pursuant to the requirements of Florida Statute 255.05, we,, as Principal, hereinafter called Contractor, and, as Surety, are bound to the Town of Medley, Florida, as Obligee, hereinafter called the Town, in the amount of Dollars (\$ ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.
WHEREAS, Contractor has by written Contract entered into a Contract, Bid No, awarded the day of, 20, with the Town for in accordance with drawings (plans) and specifications prepared by which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;
THE CONDITION OFTHIS BOND IS THAT IF THE CONTRACTOR:
<ol> <li>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</li> </ol>
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.
<ul> <li>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.</li> </ul>
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 (name of co	n, the foregoing instrument was acknowledged by prporate officer), (title), o
•	me of corporation), a
(state of corporation) corporation, on be	half 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
	<ul><li>[] Personally known to me, or</li><li>[] Produced identification:</li></ul>
	(type of identification produced)
	<ul><li>[] Did take an oath, or</li><li>[] Did not take an oath</li></ul>

# **CERTIFICATE AS TO CORPORATE PRINCIPAL**

l,					,	certify that I	am the Se	ecretary	of the
corporation	named	as	Principal	in	the	foregoing	Payment	Bond;	that
			, who s	signe	d the B	ond on behal	f of the Prin	cipal, wa	as then
	of sa	aid co	rporation; th	nat I	know ł	nis/her signat	ure; and his	s/her sig	nature
thereto is ge	nuine; and	that :	said Bond w	as d	uly sigr	ned, sealed a	nd attested	to on be	half of
said corporat	tion by autl	hority	of its govern	ning b	ody.				
(CORPORA	TE QEAL\								
(CORPORA	IE SEAL)								
						(Name of	f Corporatio	 n)	

# 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	s sworn statem	ent is	submitted				
To _								
		[prir	it nam	e of public	entity]			
Bv								
- <i>,</i>		[prin	t indiv	/idual's nam	ne and title]			
For								
. 0		[prir	t nam	e of entity s	submitting sw	orn statement]		
Who	se bus	siness address	is					
and is	(if	applicable)	its	Federal	Employer	Identification	Number	(FEIN)
	-	/ has no FEIN ement:	, inclu	ide the Soc	cial Security N	Number of the in	ndividual sig	ning this
						).		

- 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

\_\_\_\_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]

a public entity subsequent to July 1, 1989.

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, <u>FLORIDA STATUTES</u> 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	c – State of
My cor (Type of Identification)	nmission expires _	
(Drint timed a		sioned name of notary pul

		Co	ontractor's Applic	cation For Payme	nt No			
		Application Period:		Application Date:				
To (Owner): From (Contractor):			Via (Engineer)					
Project:		Contract:						
Owner's Contract No.:		Contractor's Project	t No.:	Engineer's Project No.:				
APPLICATION FOR PAYMENT Chai	nge Order Summary							
Approved Change Orders			1. ORIGINAL CONTRACT PRICE	\$_				
Number	Additions	Deductions		\$ _				
			1000 NA					
			4. TOTAL COMPLETED AND STOR	ED TO DATE				
			(Column F on Progress Estimate	s)\$				
			5. RETAINAGE:	_				
			a % x \$	Work Completed\$				
			b% x \$	Stored Material\$				
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$					
TOTALS			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$					
			8. AMOUNT DUE THIS APPLICATION					
NET CHANGE BY			9. BALANCE TO FINISH, PLUS RET	AINAGE				
CHANGE ORDERS			(Column G on Progress Estimate	e + Line 5 above)\$ _				
CONTRACTOR'S CERTIFICATION								
The undersigned Contractor certifies from Owner on account of Work account to discharge Contractor's I Work covered by prior Applications	done under the Contrac egitimate obligations inc	t have been applied on curred in connection with	Payment of: \$(Line 8 or	other - attach explanation of other amoun	t)			
equipment incorporated in said W	ork or otherwise listed	I in or covered by this	is recommended by:					
Application for Payment will pass to Liens, security interests and encum				(Engineer)	(Date)			
acceptable to Owner indemnifying C	Owner against any such	Liens, security interest or	Payment of: \$					
encumbrances); and (3) all Work accordance with the Contract Docum			(Line 8 or	other - attach explanation of other amoun	t)			
			is approved by:					
				(Owner)	(Date)			
By:	Da	te:	Approved by:					
				Funding Agency (if applicable)	(Date)			
TIODON COMO MANATANI								
EJCDC No. C-620 (2002 Edition)		nittee and andoneed by the A	sociated General Contractors of America	and the Construction Specifications Institut	Page 1 of			

# **Progress Estimate**

# **Contractor's Application**

For (contract):		Application Number:						
Application Period:			Application Date	e:				
	Α	В	Work Com	pleted	E	F		G
	Item		С	D		Total Completed	%	Balance to
Specification Section No.	Description	Scheduled	From Previous	This Period	Materials Presently Stored (not in C or D)	and Stored to Date	( <u>F</u> ) B	Finish (B - F)
Section No.	8	Value	Application (C + D)		Stored (not in C or D)	(C + D + E)	В	(B - F)
	Totals							

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

# **Progress Estimate**

# **Contractor's Application**

				Applicat	ion Number:			
d:				Applicat	ion Date:			
A			В	С	D	Е	F	G
Item 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)	%         Balance           ( <u>F</u> )         Finish           B         (B - F
Totals								$\perp$
	ltem Description	Item Bid Quantity	Item Bid Quantity Price	A Bid Unit Price Value	A B C  Item Bid Unit Price Value State Quantity Installed    Description   Description	A Bid Unit Price Value Cuantity Installed Value	A B C D E Materials Price Value Ouantity Installed Ouantity Installed Ouantity Ouant	A B C D E F  Item Bid Value Country Price Value Installed Value Presently Stored (not in C)  Application Date:  A B C D E F  C D E F  C D E F  Application Date:  App

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

# **Stored Material Summary**

# **Contractor's Application**

For (contract	For (contract):					Application Number:				
Application Period:					Application Date:					
Α	В	С	D		1	E	F		G	
	Shop Drawing Transmittal No.		Stored Prev	iously	Stored th	nis Month	Incorporated	in Work		
Invoice No.	Transmittal No.	Materials Description	Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$) (D + E - F)	
		Totals								

EJCDC No. C-620 (2002 Edition) Page 3 of 3

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

# Change Order

٨	lo.			
13	u 🗸 .			

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 fo	llows upo	on execution of this Change Order	ri .
Description:			
AW			
Attachments: (List documents supporting char	nge):		
CHANGE IN CONTRACT PRICE:		10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	CONTRACT TIMES:
Original Contract Price:		Original Contract Times: Wo Substantial completion (days or	50 A 15 A 15 A
\$		Ready for final payment (days or	r date):
[Increase] [Decrease] from previously approve Orders No to No	_	[Increase] [Decrease] from previo	
\$		The state of the s	
Contract Price prior to this Change Order:		Contract Times prior to this Chang Substantial completion (days or	ge Order:
\$		Ready for final payment (days or	r date):
[Increase] [Decrease] of this Change Order:		[Increase] [Decrease] of this Char Substantial completion (days or	nge Order: date):
\$		Ready for final payment (days or	r date):
Contract Price incorporating this Change Orde	ri	Contract Times with all approved Substantial completion (days or Ready for final payment (days or	date):
RECOMMENDED: AC	CEPTED:	A	CCEPTED:
By: By:		By (Authorized Signature)	Contractor (Authorized Signature)
			ate:
	10		ate:
EJCDC No. C-941 (2002 Edition) Prepared by the Engineers' Joint Contract Docu Associated General Contractors of America and			Page 2 o

# **Change Order**

#### Instructions

#### A. GENERAL INFORMATION

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

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

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

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

#### B. COMPLETING THE CHANGE ORDER FORM

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

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

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

# **NOTICE TO PROCEED**

Dated:	, 20
TO:	
(Bidder)	
Project No.:	
PROJECT:	
NW SOUTH RIVER DRIV	VE SR826-72A ROADWAY AND DRAINAGE
obtaining all required pern construct the Town of Medle	supervision, labor, materials, tools, equipment, mits, and performing all operations required to by Capital Improvements Project Number PW-0112 26-72A Roadway and Drainage in accordance with
for the area including approx Dr from its intersection with N Ave, and approximately 470	nited to, the Roadway and Drainage Construction timately 2,400 linear feet ("L.F.") of NW South River NW 84 <sup>th</sup> Street east to its intersection with NW 72 <sup>nd</sup> L.F. of NW 74 <sup>th</sup> Ave from its intersection with NW Dr as depicted in the Construction Plans.
	sible for complying with the requirements of all oplicable laws and coordinating with all impacted
TOWN'S CONTRACT NO:	
CONTRACT FOR:	
	me under the above Contract will commence to run on, 20, the Effective Date.
By that date, you are to start perf	forming the Work and your other obligations under th

in the Contract Documents. The dates of Subs		•	
and			
Before you may start any Work at the Insurance and Payment and Performar maintain in accordance with the Contract	nce Bon	nds which you are required to p	
Work at the site must be started by indicated in the Contract Documents.			_, 20, as
		(Town)	·
	By: _		
		(Authorized Signature)	
	-	(Title)	

# **CONTRACT FOR CONSTRUCTION**

THIS CONTRACT FOR CONSTRUCTION (the "Contract") is dated as of the
day of 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
<b>TOWN</b> and <b>CONTRACTOR</b> , in consideration of the mutual covenants hereinafter set forth, agree as follows:
Article 1. WORK
1.1 Project/Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the Work required by the Contract Documents for:
NW SOUTH RIVER DRIVE SR826-72A ROADWAY AND DRAINAGE
Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number PW-0112 NW South River Drive SR826-72A Roadway and Drainage in accordance with the Contract Documents.
Work includes, but is not limited to, the Roadway and Drainage Construction for the area including approximately 2,400 linear feet ("L.F.") of NW South River Dr from its intersection with NW 84 <sup>th</sup> Street east to its intersection with NW 72 <sup>nd</sup> Ave, and approximately 470 L.F. of NW 74 <sup>th</sup> Ave from its intersection with NW 82 <sup>nd</sup> St to NW South River Dr as depicted in the Construction Plans.
Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws and coordinating with all impacted utility owners.
Article 2. TOWN'S REPRESENTATIVE, ARCHITECT AND ENGINEER
<b>2.1.</b> It is understood that the TOWN will designate a representative for the Work. The TOWN'S <b>REPRESENTATIVE</b> referred to in any of the Contract Documents designated herein is:
2.2 The TOWN'S ARCHITECT referred to in any of the Contract Documents

designated herein is: \_\_\_\_\_\_.

**2.3** The TOWN's **ENGINEER** referred to in any of the Contract Documents designated herein is: \_\_\_\_\_\_\_.

## Article 3. TERM

- 3.1 Contract Times. The Work shall be Substantially Complete within One Hundred and Fifty (150) calendar days after the date specified in the Notice to Proceed and achieve Final Completion completed and ready for final payment in accordance with the Contract Documents within One Hundred and Eighty (180) calendar days after the date specified in the Notice to Proceed. Failure to achieve timely Final Completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Section XII(3) of the General Conditions.
- **3.2. Term.** The term of the Contract shall be from the date of execution through the date of final payment unless terminated earlier pursuant to the General Conditions or otherwise indicated in the Contract Documents.
- **3.3 Survival of Obligations.** Any obligations by the Contractor, including but not limited to Document 00700, Article 12, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.
- Liquidated Damages. TOWN and CONTRACTOR recognize that time is of 3.4. the essence in this Contract and that the TOWN will suffer financial loss if the Work is not completed within the Contract Time specified in Section 3.1 for the Work, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by **TOWN** if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay TOWN Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if **CONTRACTOR** shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by TOWN. CONTRACTOR shall pay TOWN Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.
- **3.5.** Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the **CONTRACTOR**, it is understood and agreed that aside from any other liquidated damages, all actual additional costs incurred by the **TOWN** for professional services will be the responsibility of the **CONTRACTOR**.

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

## Article 4. CONTRACT SUM

4.1	The TOWN sha	Il pay the Contra	actor in current funds f	or the performance o	of the
Work, subjec	t to additions a	nd deductions b	by Change Order as	provided in the Con	ntract
Documents,	the Contract	Sum of		Do	ollars
(\$		). <b>TOWN</b> s	shall pay CONTRACT	OR for completion of	of the
Work in acco	rdance with the	Contract Docur	nents an amount in c	urrent funds equal to	o the
sum of the an	nounts determin	ed pursuant to S	Sections 4.1.1 below:		

- 4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Section 4.1.1, and in accordance with the Contractor's Bid Proposal incoprortated herein and made a part hereof. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.
- **4.2.** The **CONTRACTOR** agrees that all specific cash allowances are included in the above Contract Sum and have been computed in accordance with the Contract Documents.

# Article 5. PAYMENT PROCEDURES

- **5.1 CONTRACTOR** shall submit Applications for Payment in accordance with the General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by **TOWN** as provided in the General Conditions.
- **5.2 Progress Payments, Retainage. TOWN** shall make progress payments, deducting the amount from the Contract Sum above, on the basis of **CONTRACTOR'S** Applications for Payment as recommended by the **TOWN'S REPRESENTATIVE**, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.
  - **5.2.1** No progress payment shall not be made until the CONTRACTOR delivers to the TOWN complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the TOWN, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for Work completed to date.
- **5.3.** Ten percent (10%) of all monies earned by the Contractor shall be retained by the Town until the Work is totally completed as specified and accepted by the Town. After fifty percent (50%) of the Work has been completed, the Town may reduce the retainage to five percent (5%) of all monies earned.

- **5.3.1.** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as TOWN'S **REPRESENTATIVE** shall determine, or **TOWN** may withhold, in accordance with the General Conditions.
- **5.4.** The payment of any Application for Payment by TOWN, including the Final Request, does not constitute approval or Acceptance by **TOWN** of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of TOWN'S rights hereunder or at law or in equity.
- 5.5. The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the TOWN complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the TOWN, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to TOWN to defend and indemnify TOWN and any other property owner, person or entity TOWN may be required to indemnify against any lien or claim.
- **5.6. Final Payment.** Upon final completion and acceptance of the Work in accordance with the General Conditions, **TOWN** shall pay the remainder of the Contract Sum and any retainage as recommended by the **TOWN'S REPRESENTATIVE**.
- 5.7 The Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with properly executed releases of liens by all Sub-Contractors, suppliers and material men who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the CEI or Contract Documents. Each requisition shall be submitted in triplicate to the CEI for approval. The Town shall make payment to the Contractor within thirty (30) days after approval by the CEI of the Contractor's requisition for payment,
- **5.8** The Town may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
  - 5.8.1 Defective Work not remedied.
  - 5.8.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
  - 5.8.3 Failure of the Contractor to make payment to Sub-Contractors or suppliers for materials or labor.
    - 5.8.4 Damage to another Contractor not remedied.

- 5.8.5 Liability for liquidated damages has been incurred by the Contractor.
- 5.8.6 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
- 5.8.7 Reasonable evidence that the Work will not be completed within the Contract Time.
- 5.8.8 Persistent failure to carry out the Work in accordance with the Contract Documents.

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

#### Article 6. INSURANCE/INDEMNIFICATION.

- **6.1. Insurance.** The **CONTRACTOR** shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the **TOWN** against hazards or risks of loss as specified in the General Conditions and the Contract Documents.
- **6.2. Indemnification.** The **CONTRACTOR** shall indemnify, defend and hold harmless the TOWN, their officials, agents, employees, and volunteers as set forth in General Conditions and the Contract Documents.

#### Article 7. CONTRACTOR'S REPRESENTATIONS

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

- **7.1. CONTRACTOR** has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."
- **7.2. CONTRACTOR** has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- **7.3. CONTRACTOR** is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- **7.4. CONTRACTOR** has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. **CONTRACTOR** acknowledges that **TOWN** does not assume responsibility for the accuracy or completeness of information and data shown or indicated in

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

- **7.5.** The **CONTRACTOR** is aware of the general nature of Work to be performed by **TOWN** and others at the site that relates to the Work as indicated in the Contract Documents.
- **7.6.** The **CONTRACTOR** has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7. The CONTRACTOR has given the TOWN'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the TOWN'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - **7.8**. The **CONTRACTOR** warrants the following:
    - **7.8.1. Anti-Discrimination:** The **CONTRACTOR** agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.
    - 7.8.2. Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the TOWN has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the TOWN shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

- **7.8.3.** Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or TOWN.
- **7.8.4.** Public Entity Crime Statement: The CONTRACTOR warrants that it has not been place on the convicted vendor list following a conviction for public entity crime, as specified in the Instructions to Bidders.
- 7.8.5 Compliance with Applicable Laws. The CONTRACTOR warrants that CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. The CONTRACTOR warrants and agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

## Article 8. CONTRACT DOCUMENTS.

- **8.1** The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:
  - 8.1.1 Change Orders.
  - 8.1.2 Field Orders.
  - 8.1.3 Contract for Construction.
  - 8.1.4 Exhibits to this Contract.
  - 8.1.5 General Conditions.
  - 8.1.7 Technical Specifications.
  - 8.1.9. Construction Plans or Drawings.
  - 8.1.10. Bid Documents/Project Manual, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
  - 8.1.11. Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
  - 8.1.12. The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).

- 8.1.13. There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14. The Contract Documents shall remain the property of the TOWN. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other Projects without the TOWN's prior written authorization.
- 8.1.15. The General Conditions discuss the bond and surety requirements of the TOWN. This Contract requires bonds, which must be required before the commencement of any Work.

## Article 9. DEFAULT AND TERMINATION

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

#### Article 10. MISCELLANEOUS.

- **10.1.** Terms used in this Contract which are defined in the other Contract Documents shall have the meanings indicated in the Contract Documents and shall apply to this Contract.
- **10.2.** Except as otherwise provided in the Contract Documents with respect to Subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- **10.3. TOWN** and **CONTRACTOR** each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- **10.4.** Severability: Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.
- **10.5.** Remedies: If and when any default of this Contract occurs, the **TOWN** may avail itself of any legal or equitable remedies that may apply, including, but not limited to,

actual damages and specific performance. Such remedies may be exercised in the sole discretion of the **TOWN**. Nothing contained in this Contract shall limit the **TOWN** from pursuing any legal or equitable remedies that may apply.

- **10.6.** Access to Public Records: The **CONTRACTOR** shall comply with the applicable provisions of Chapter 119, Florida Statutes. The **TOWN** shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.
- **10.7.** Inspection and Audit: During the term of this Contract and for five (5) years from the date of Termination, the **CONTRACTOR** shall allow **TOWN** representatives access during reasonable business hours to **CONTRACTOR'S** records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the **TOWN** determines the **CONTRACTOR** was paid for services not performed, upon receipt of written demand by the **TOWN**, the **CONTRACTOR** shall remit such payments to the **TOWN**.
- **10.8.** Counterparts: This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- **10.9.** Notices: Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:		

FOR TOWN:			
	Town of Medley		
	7777 N.W. 72 <sup>nd</sup> Avenue		
	Medley, Florida 33166		
	ATTN: TOWN Mayor		
WITH COPY TO:			
	Of Jury Trial And Venue: of Jury Trial And Venue: of and intentionally waive a		0,1
State and or Federal counterclaim based up or any course of cond This Contract shall be	pon the Contract, arising of the Contract, arising of luct, course of dealing, state construed in accordance wany lawsuit arising out of the course.	spect to any action, product of, under, or in connectements or actions or ina with and governed by the	ceeding, lawsuit or ction with the Work, ctions of any party. laws of the State of
required to enforce the formal legal action is	ys' Fees; Prevailing Party: e terms of the Contract by c required, the prevailing par nd expenses, including, bu	ourt proceedings or other rty shall be entitled to rec	wise, whether or not over from the other
	ments: This Contract may cecution of a Change Order		
the respective dates uthrough its Mayor, auth	VHEREOF, the parties here under each signature: TON norized to execute same by	WN OF MEDLEY, FLORI  Council action on the	DA, signing by andday of
	/ , duly authorized to execute		signing by and
Thoughts <u>Fresident</u>	, daily admonized to excedic	TOWN:	
ATTEST:		TOWN OF MEDLEY, FI municipal corporation	_ORIDA, a Florida
Town Clerk		Roberto Martell, Mayor	
		Executed:	, 20

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

Town Attornov	
Town Attorney	
	CONTRACTOR:
WITNESS	
By:	
	Ву
	(Signature and Title)
(Corporate Seal)	
	(Type Name/Title signed above)
	Executed: of, 20

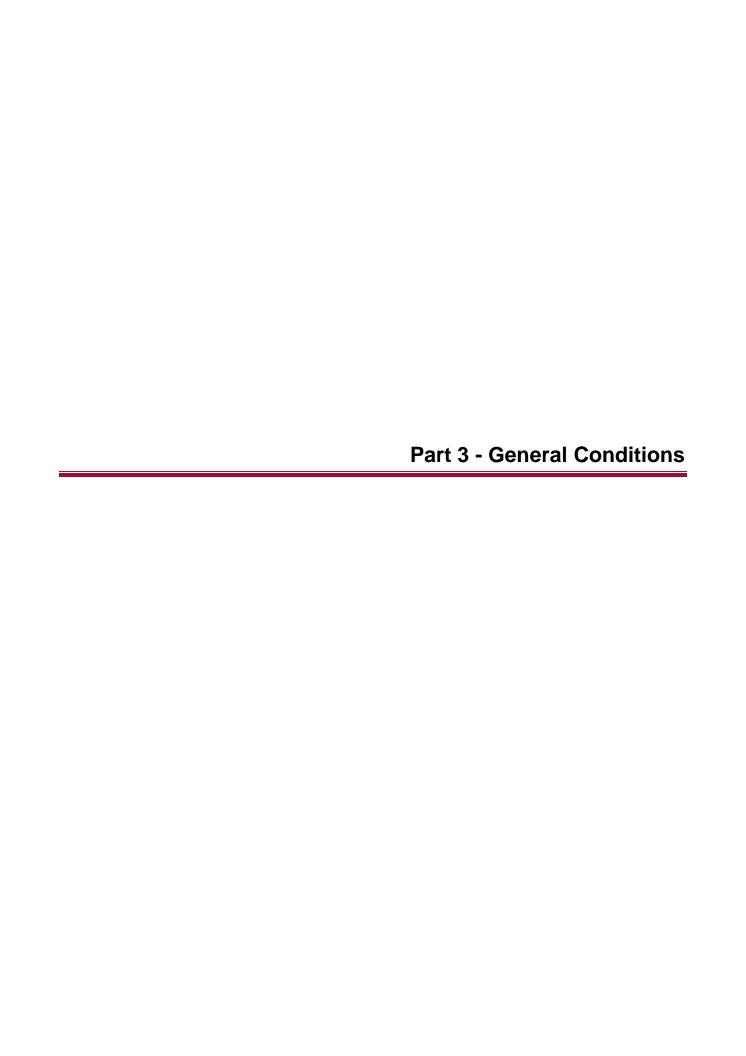
(\*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

# CERTIFICATE AS TO CORPORATE PRINCIPAL

I,, and that, is, is authority to sign said Bid on behalf	, who signed the Bid with the	TOWN OF MEDLEY,
authority to sign said Bid on behalf	of the Corporation.	
Signed and sealed this day o	f, 20	
(SEAL)	Signature	
Typed	w/Title	
STATE OF FLORIDA COUNTY OF MIAMI-DADE		
SWORN TO AND SUBSCRIBED b	pefore me this day of	, 20
My Commission Expires:		
Notary Public		

# CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

l,		, certify that I am the _	of
titled NW SOUTH	RIVER DR	of Medley, Florida Miami-Dade (IVE SR826-72A ROADWAY Althority to sign payment requests	ND DRAINAGE, and that the
(Sig	nature)	(Typed Name w/Title)	_
(Sig	nature)	(Typed Name w/Title)	_
(Sig	nature)	(Typed Name w/Title)	_
Signed and sealed	d this d	lay of, 20	_·
(SEAL)		Signature	_
		Typed w/Title	_
STATE OF FLORI COUNTY OF MIAI			
SWORN TO AND	SUBSCRIB	ED before me this day of	, 20
My Commission E	xpires:		
Notary Public			



## **TABLE OF CONTENTS**

## PART 3

SECTION 01002 - POLLUTION CONTROL	3
SECTION 01010 - SUMMARY OF WORK	7
SECTION 01016 - SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY	11
SECTION 01018 - ENVIRONMENTAL CONTAMINATION	17
SECTION 01400 - QUALITY CONTROL	19
SECTION 01710 - CLEANING	23
SECTION 01750 - MAINTENANCE OF TRAFFIC AND PUBLIC STREETS	25

THIS PAGE INTENTIONALLY LEFT BLANK

#### **POLLUTION CONTROL**

## PART 1 - GENERAL

## 1.01 EROSION CONTROL AND SEDIMENTATION

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

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

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

#### 1.02 CHEMICAL POLLUTION

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

## 1.03 AIR POLLUTION

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

#### 1.04 NOISE POLLUTION

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

#### PART 2 - PRODUCTS

(Not Used)

#### PART 3 - EXECUTION

(Not Used)

THIS PAGE INTENTIONALLY LEFT BLANK

#### **SUMMARY OF WORK**

## PART 1 - GENERAL

## 1.01 LOCATION OF WORK

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

#### 1.02 WORK TO BE PERFORMED

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

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

## 1.03 SEQUENCE OF CONSTRUCTION

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

## 1.04 DEMOLITION AND SALVAGE OF EXISTING FACILITIES

Coordinate any demolition activities with CEI.

## 1.05 REHABILITATION

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

#### 1.06 DISPOSAL OF DEBRIS

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

## 1.07 CONTRACTOR USE OF PROJECT SITE

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

#### 1.08 TOWN USE OF THE PROJECT SITE

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

#### 1.09 COORDINATION WITH OTHER CONTRACTS

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

#### 1.10 PARTIAL UTILIZATION OF THE WORK BY THE TOWN

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

## 1.11 PERMITS

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

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

## 1.12 LAND SURVEYING

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

## 1.13 LOCATIONS OF EXISTING UTILITIES

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

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

THIS PAGE INTENTIONALLY LEFT BLANK

## SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY

## PART 1 - GENERAL

## 1.01 CONTRACTOR'S RESPONSIBILITY FOR SAFETY

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

## 1.02 FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS

- A. Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these specifications. Where any of these are in conflict, the more stringent requirements shall prevail. Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.
- B. All open excavations made in the earth shall be performed in compliance with the State of Florida Trench Safety Act, OSHA 29 CFR 1926.650, Subpart P (Chapter 90-96, Laws of Florida). The Contractor shall appoint a "competent person", in accordance with Subpart P, who shall be present at the jobsite. A "competent person" shall mean one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- C. The Contractor shall familiarize himself with the "Underground Facility Damage Prevention and Safety Act", Florida Statute 556. The Contractor shall contact the Sunshine State One-Call Center, at 1-800-432-4770, forty-eight hours prior to any excavation. Failure to familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.
- D. Conduct operations in such a manner utilizing warning devices, such as traffic cones, barricades and warning lights that traffic, pedestrian and Town personnel are given adequate warning of hazards of the worksite as may be deemed necessary by the Town, Engineer of Record, and governing agency having jurisdiction over the work or political subdivision.

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

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

## 1.04 CONSTRUCTION SAFETY PROGRAM

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

## 1.05 SAFETY EQUIPMENT

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

#### 1.06 STORAGE OF HAZARDOUS MATERIALS

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

## 1.07 TRAFFIC SAFETY AND ACCESS TO PROPERTY

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

## 1.08 FIRE PREVENTION AND PROTECTION

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

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

## 1.09 TRAFFIC CONTROL AND USE OF PUBLIC STREETS

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

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

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

#### 1.10 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

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

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

## 1.11 HURRICANE PREPAREDNESS

#### A. General

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

## B. Upon Notification of a Hurricane Watch

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

## C. Upon Notification of a Hurricane Warning

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

## 1.12 WORKING IN CONFINED SPACES

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

#### PART 2 - PRODUCTS

(Not Used)

#### PART 3 - EXECUTION

(Not Used)

#### **ENVIRONMENTAL CONTAMINATION**

## PART 1 - GENERAL

## 1.01 ENVIRONMENTAL CONSIDERATIONS

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

## 1.02 SPECIALIZED CONSTRUCTION AREA

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

#### PART 2 - PRODUCTS

#### 2.01 REQUIREMENTS

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

## PART 3 - EXECUTION

## 3.01 INSTALLATION REQUIREMENTS

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

#### **QUALITY CONTROL**

## PART 1 - GENERAL

## 1.01 QUALITY ASSURANCE -CONTROL OF INSTALLATION

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

## 1.02 TOLERANCES

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

## 1.03 REFERENCES AND STANDARDS

A. For Products or workmanship specified by association, trades, or other consensus

- standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to residents.
- C. Submit a sequence of construction schedule for the entire project.
- D. The Contractor shall note that some areas of the Work may require deep excavation and dewatering, which may require sheeting and by-pass pumping. The Contractor shall be responsible for adhering to all permit requirements.
- E. Cancellation of Planned Shutdown: A planned shutdown may be cancelled by the Town upon 24-hour notification by the Town/CEI to the Contractor. Such cancellation shall be expected due to wet weather conditions or other conditions beyond the control of the Town, CEI, or Contractor. All efforts shall be taken to check weather forecasts and the like prior to scheduling shutdowns. However, if a cancellation must occur, the Town shall not be responsible for any additional costs associated with mobilization and demobilization.

## 1.04 DEMOLITION AND SALVAGE OF EXISTING FACILITIES

Coordinate any demolition activities with CEI.

#### 1.05 REHABILITATION

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

## 1.06 DISPOSAL OF DEBRIS

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

## 1.07 CONTRACTOR USE OF PROJECT SITE

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

#### 1.08 TOWN USE OF THE PROJECT SITE

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

#### 1.09 COORDINATION WITH OTHER CONTRACTS

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

## 1.10 PARTIAL UTILIZATION OF THE WORK BY THE TOWN

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

#### 1.11 PERMITS

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

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

## 1.12 LAND SURVEYING

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

### 1.13 LOCATIONS OF EXISTING UTILITIES

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

## PART 2 - PRODUCTS

(Not Used)

#### PART 3 - EXECUTION

(Not Used)

THIS PAGE INTENTIONALLY LEFT BLANK

#### **CLEANING**

#### PART 1 - GENERAL

#### 1.01 SCOPE OF WORK

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

#### 1.02 QUALITY ASSURANCE

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

## PART 2 - PRODUCTS

## 2.01 ON-SITE WASTE CONTAINERS

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

## 2.02 CLEANING MATERIALS

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

#### PART 3 - EXECUTION

## 3.01 SAFETY REQUIREMENTS

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

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

## 3.02 INTERIM CLEANING

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

## 3.03 FINAL CLEANING

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

#### MAINTENANCE OF TRAFFIC AND PUBLIC STREETS

#### PART 1 - GENERAL

#### 1.01 SCOPE OF WORK

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

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

## 1.02 REGULATIONS

As used herein, any reference to Miami-Dade County, its departments, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over particular areas or streets, or their departments, published regulations (i.e., Manual of Uniform Traffic Control Devices (MUTCD), Florida Department of Transportation (FDOT) Roadway and Bridge Standard Index Drawing Book), permits or data. The Contractor shall abide by all applicable laws, regulations, and codes thereof pertaining to Maintenance of Traffic on public streets, detour of traffic, traffic control and other provisions as may be required for this Project.

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

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

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

## PART 2 - PRODUCTS

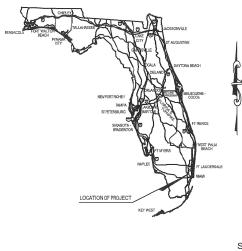
(Not Used)

PART 3 - EXECUTION

(Not Used)



14: 31am

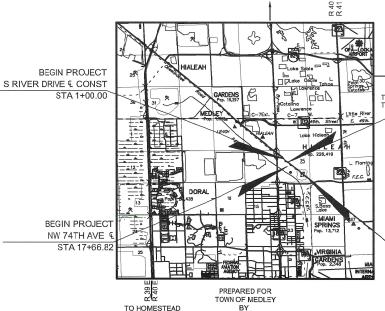


# TOWN OF MEDLEY

NW SOUTH RIVER DRIVE FROM SR-826 TO NW 72ND AVE NW 74TH AVE FROM TO NW 82ND ST TO NW SOUTH RIVER DRIVE MIAMI DADE COUNTY BID PLANS

TO BROWARD COUNTY

шш



R-1002 THRU R-1003 EROSION CONTROL NOTES SUBSURFACE PROFILES R-1100 THRU R-1102 TYPICAL SECTIONS R-1200 THRU R-1210 MISCELLANEOUS DETAILS R-1300 THRU R-1310 ROADWAY PLAN & PROFILE SUMMARY OF DRAINAGE STRUCTURES R-1400 R-1401 THRU R-1404 DRAINAGE STRUCTURES DRAINAGE PROFILES R-1404 THRU R-1406 R-1500 THRU R-1504 ROADWAY CROSS SECTIONS R-1600 THRU R-1610 SIGNING AND PAVEMENT MARKING PLAN R-1700 THRU R-1710 RIGHT OF WAY MAP E-1 THRU E-6 LIGHTING PLANS L-1100 THRU L-1110 TREE INVENTORY L-1111 THRU L-1112 TREE INVENTORY LIST L-1200 THRU L-1210 TREE DISPOSITION L-1211 THRU L-1213 TREE DISPOSITION LIST L-1250 TREE DISPOSITION NOTES & DETAILS L-1300 THRU L-1310 LANDSCAPE PLAN L-1350 THRU L-1351 LANDSCAPE NOTES & DETAILS TOWN COUNCIL STORMWATER UTILITIES MAYOR ADMINISTRATION ROBERTO MARTELL

DESCRIPTION

KEY SHEET

ROADWAY GENERAL NOTES

Sheet List Table

SHEET NO.

R-0000

R-1000 THRU R-1001

VICE-MAYOR UTILITIES DIRECTOR EDGAR AYALA JORGE C. SOTO COUNCILPERSON

IVAN PACHECO TOWN ENGINEER JORGE E. CORZO P.E.

COUNCILPERSON GRISELIA DIGIACOMO FINANCE DIRECTOR

COUNCILPERSON LILY STEFANO

ROY DANZIGER

ROY DANZIGER

TON J

DIONEET OF RECORD

NO 73800 \*\*

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

**Kimley** » Horn

ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO: KIMLEY-HORN AND ASSOCIATES, INC. BARTON J. FYE. P.E. 355 ALHAMBRA CR, SUITE 1400 CORAL GABLES, FLORIDA 33134

(C) 2018 KIMLEY-HORN AND ASSOCIATES, INC. 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025

WWW.KIMLEY-HORN.COM CA 00000696

NWSRD (826-72A) PW-0112 PREPARED FOR

BARTON J. FYE, P.E. 73898

LICENSED PROFESSIONAL

TO NORTH MIAMI

END PROJECT

NW 74TH AVE &

STA 22+13.42

MILES

S RIVER DRIVE & CONST

THESE PLANS HAVE BEEN PREFARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS FY

CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (DATED MAY2013).

AMENDED BY CONTRACT DOCUMENTS, MIANI-DADE COUNTY PUBLIC WORKS DEPARTMEN

2017-2018, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

STANDARDS AND SPECIFICATIONS PART 1.2 AND 3. THE MIANUDADE COUNTY PURI. WCRKS DEPARTMENT - HIGHWAY DIVISION STANDARDD

DATED JULY 2018, MANUAL ON UNIFORM MINIMUM STANDARDS FOR DESIG

**END PROJECT** 

STA 27+16.00

**KEY SHEET** 

SHEET NUMBER

OCP No.: PW-0112

DATE No. REVISIONS

ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025

KHA PROJECT 043637031 DATE DEC 2018 SCALE AS SHOWN DESIGNED BY BJF DRAWN BY JPG CHECKED BY BJF TOWN OF MEDLEY

TOWN OF MEDLEY

FLORIDA DATE

CON

#### **GENERAL NOTES**

- BENCHMARK DATA IS NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) AND DETERMINED FROM MIAMI-DADE COUNTY BENCHMARKS: BM-35 AND N-472, HORIZONTAL DATA IS BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD OF 1983, ADJUSTMENT OF 1990.
- ANY N.G.V.D. BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE ANT INJUST, BENDYM MARK MOVIMENTS MITHIN THE LIMITS OF CONSTROOT WARE TO BE PROTECTED AND PROPERTY REFERENCED BY A REGISTERED—LAND SURVEYOR IN ACCOMDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THE SITE. IF ANY MOVIMENT IS IN DANGER OF DAMAGE, THE PROJECT ENGINEER SHALL NOTIFY DAVID NEWCOMER, FLORIDA STATE GEODETIC ADVISOR NOAA/NOS/NGS, 3900 COMMONWEALTH BLVD, MAIL STATION 105, TALLAHASSEE, FLORIDA 32399, TELEPHONE (850) 245-2610.
- ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS: CORNERS AND MONUMENTS IN CONFLICT WITH THE WORK AND IN DANGER OF BEING DAMAGED, DESTROYED, OR COVERED SHALL BE PROPERLY WORK AND IN DANGER OF BEING DAMAGED, DESTROYED, OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTRED—LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THE SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR TO REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK, ALL SUCH CORNERS AND MONUMENTS AND SHALL PRINSH TO MAMI—DADE COUNTY PUBLIC WORKS DEPARTMENT A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.
- ALL STATIONS AND OFFSETS REFER TO CENTERLINE OF CONSTRUCTION.
- 5. ALL GRADES SHOWN IN PLAN ARE FINISHED GRADES.
- FDOT DIVISION 1 SECTION 5-3 CONFORMITY OF WORK WITH CONTRACT DOCUMENT IS REVISED TO REQUIRE FINISH GRADES TO VARY NO MORE THAN 0.05 FEET FROM GRADES SHOWN IN THE PLANS.
- THE CONTRACTOR SHALL PAINT ALL STATIONS WITH STENCILED NUMBERS ON THE FACE OF CURB:
  A. FROM THE BEGINNING OF THE PROJECT WHERE THE CURB IS TO REMAIN.
  B. AT NEW CURB NOT LATER THAN 72 HOURS AFTER BEING POURED.
  C. WHERE CURB DOES NOT EXIST AND SHALL NOT BE CONSTRUCTED, THE CONTRACTOR SHALL MAINTAIN STATIONING WITH SURVEY, STAKES. CONTRACTOR SHALL MAINTAIN THE STATION
  - MARKS VISIBLE UNTIL FINAL INSPECTION.
- CENTERLINE CONTROL SURVEY CONDUCTED BY PERIMETER SURVEYING AND MAPPING.
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MIAMI PUBLIC WORKS DEPARTMENT, MIAMI-DADE COUNTY, AND ANY OTHER STATE OR LOCAL ACENCY WITH JURISDICTION. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION ANY DISCREPANCIES BETWEEN THESE AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF
- THE LOCATION AND SIZE OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON AVAILABLE INFORMATION PROVIDED BY UTILITY OWNERS AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY FLECTRONIC METHODS AND BY PRE-TRENCHING IN COORDINATION SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY PRE-TRENCHING IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION, ANY AND ALL COMPLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ENGINEER AND THE OWNER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES DUE TO CONTRACTOR'S CONSTRUCTION
- THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD AND UNDERGROUND UTILITIES.
- 12. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL AT 811 AT LEAST TWO (2) FULL WORKING DAYS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE
- 13. KNOWN UTILITY COMPANIES IN THE PROJECT LIMITS INCLUDE, BUT ARE NOT LIMITED TO:

MPANY	CONTACT	TELEPHONE
AT&T	NANCY SPENCE	770-918-5424
AT&T DISTRIBUTION	DINO FARRUGIO	561-997-0240
COMCAST CABLE	LEONARD MAXWELL-NEWBOLD	954-447-8405
FIBERLIGHT LLC	TROY GAETA	678-824-6630
FDOT, DISTRICT 6	THOMAS MILLER	305-470-5757
FLORIDA POWER AND LIGHT	EDGAR AGUILAR	386-586-6403
CROWN CASTLE FIBER	DANNY HASKETT	786-610-7073
LEVEL 3 COMMUNICATIONS	NETWORK RELATIONS	877-366-8344, X2
MCI	DEAN BOYERS	469-886-4238
MIAMI-DADE COUNTY PUBLIC WORKS	OCTAVIO VIDAL	305-412-0891, X201
MIAMI-DADE WATER AND SEWER	LAZARO GUERRA	786-268-5255
FLORIDA CITY GAS	HARRY ROCHA	305-835-3612
TOWN OF MEDLEY UTILITIES	JORGE C SOTO	305-889-1915

THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT ARE SERVICED BY BURIED AND OVERHEAD UTILITIES, INCLUDING, BUT NOT LIMITED TO: ELECTRIC, TELEPHONE, GAS, WATER, AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS, THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE AND ALL LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING, AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.

- 15. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE RESTORED WITHIN 48 HOURS BY THE CONTRACTOR AT NO COST TO THE OWNER, UNLESS OTHERWISE
- 16. ANY DAMAGE TO ANY OF THE EXISTING FACILITIES INCLUDING FENCES, ITS FACILITIES, STREET LIGHTING ETC., DUE TO CONSTRUCTION OPERATIONS, WILL BE REPAIRED/REPLACED AS PER THE MIAMI-DADE COUNTY'S OR CITY OF MIAMI DESIGN STANDARDS CURRENT EDITION AT THE
- CLEARING AND GRUBBING, GRADING AND OTHER INCIDENTAL WORK NECESSARY FOR HARMONIZATION OUTSIDE R/W SHALL BE INCLUDED IN RELATED BID ITEMS.
- 18. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE-SODDED.
- 19. THE CONTRACTOR SHOULD TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. THE CONTRACTOR SHOULD TAKE SPECIAL NOTE OF SUIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PRODEDURES NECESSARY SHOULD NOT THE SPRUNCE OF PROTECT ADJACENT PROPERTY, PUBLIC OR PRIVATE INCLUDING ADJACENT UTILITIES AND LANDSCAPE/HARDSCAPE (EXISTING OR PROPOSED) DURING THE EXCAVATION OF SUBSOIL MATERIAL AND EXPLITATION TRENCH, OR FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 20. IF SHEETING, SHORING, OR DEWATERING, INCLUDING WELL POINTS ARE NECESSARY, THE IF SHEE INKS, SHORING, ON DEWALERING, INCLUDING WELL POINTS ARE NEUESSAYT, HE
  CONTRACTOR MUST MONITOR AND CONTROL ALL WORK THAT MAY CAUSE CRACKING TO ANY
  ADJACENT BUILDING, STRUCTURE, OR PROPERTY AREA. THE CONTRACTOR SHALL BE RESPONSIBLE
  FOR ANY DAMAGES CAUSED BY THESE OPERATIONS, COST OF SHEETING, SHORING, OR DEWATERING
  SHALL BE INCLUDED IN THE RELATED BID ITEM FOR THE WORK BEING DONE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE DEWATERING PERMIT. COST OF ANY ACTIVITIES TO OBTAIN DEWATERING PERMIT, AND TIME TO PROCURE THE PERMIT SHALL BE INCLUDED IN THE RELATED BID ITEM AND SCHEDULE FOR THE WORK BEIND DONE, CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, LICENSES AND GIVE NOTICES TO THE APPROPRIATE AGENCIES TO COMPLETE THE PROJECT.
- 22. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE EPA AND NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).
- 23. EXPLORATORY OR PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES, EXPLORATION TO MPRE—INENDINION IN THE ALIGNMENT AND GRADE OF PROCOSED FIFES, STRUCTURES, EXPLITATION TRENCH, CONDUITS, POLE FOUNDATIONS AND/OR SUB—GRADE SHALL BE PERFORMED SEVEN DAYS IN ADVANCE OF ITS CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE COUNTY OR CITY WITH IMMEDIATE NOTFICIATION OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. THIS NOTFICIATION SHALL PROVIDE SURVEY INFORMATION AS DIRECTED BY THE FORMATION OF THE THE WORK OF THE PROVIDE SURVEY AND BACKFILLING SHALL BE INCLUDED IN THE FORMATION FOR THE FIRE THE BILL THE FOR THE THE FIRE THE BILL THE FOR THE THE FIRE THE BILL THE FIRE THE FIRE THE BILL THE FIRE THE BILL THE FIRE THE BILL THE FIRE THE THE BILL THE FIRE THE FIRE THE BILL THE FIRE THE FIRE THE BILL THE FIRE THE FIRE THE BILL THE FIRE THE THE FIRE THE BILL THE FIRE THE FIRE THE BILL THE FIRE THE BILL THE FIRE THE BILL THE FIRE THE THE BILL THE FIRE THE FIRE THE THE BILL THE FIRE THE THE BILL THE INCLUDED IN THE COST OF THE RELATED BID ITEM FOR THE THE WORK BEING DONE.
- 24. ALL TRENCH EXCAVATIONS SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE TRENCH SAFETY ACT.
- THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION AND DESIGNATED STAGING AREA.
- 26 ALL EXCESS MATERIAL AS DESIGNATED BY THE ENGINEER IS TO BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA AND AT THE CONTRACTOR'S EXPENSE.
- 27. ALL DISPOSAL OF MATERIALS, RUBBISH, AND DEBRIS SHALL BE MADE BY THE CONTRACTOR AT A LEGAL DISPOSAL SITE OR BY OTHER PRIOR APPROVED MANNER. ALL COSTS ARE TO BE INCLUDED IN PAY TIBEM FOR MAINTENANCE OF TRAFFIC, MATERIAL CLEARED FROM THE SITE AND DEPOSIT ON ADJACENT OR NEARBY PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF
- ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, AND THE CONTRACTOR SHALL TREAT/DISPOSE OF SUCH MATERIAL APPROPRIATELY. THE CONTRACTOR SHALL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE PERMIT REQUIREMENTS FOR TREATMENT/DISPOSAL OF ANY SUCH MATERIAL, COST TO BE INCLUDED IN ASSOCIATED PAY-ITEM FOR THE WORK BEING DONE.
- EXISTING ABOVE GROUND FEATURES ARE SHOWN ACCORDING TO THE AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT DISCREPANCIES TO THE
- 30. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES, AND CONIRACIOR IS 10 VERIFY INE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES AND UTILITIES, WHICH MAY NOT BE SHOWN ON PLANS. ANY STRUCTURE, PASHEMENT, TREES OR OTHER EXISTING FEATURE NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, AS DETERMINED BY THE ENGINEER, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE
- 31. THE CONTRACTOR SHALL USE A STREET SWEEPER WATER TRUCK, AND/OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST ON A DAILY BASIS. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK.
- THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS AND/OR CUT SHEETS, AS APPLICABLE FOR ALL ITEMS USED IN THIS PROJECT.

TOWN OF MEDLEY

- 33. WHEN DISSIMILAR MATERIAL CONNECTIONS ARE MADE, SUCH AS CONCRETE TO METAL, THE DISSIMILAR MATERIAL SHALL BE SEPARATED BY COATING THE CONTACT SURFACE WITH AN APPROVED NON-TOXIC BITUMASTIC MATERIAL.
- 34. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. ALL DRAINAGE PIPES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND
- 35. CAST IRON PRODUCTS: HEAVY-DUTY CLASSIFICATION SUITABLE FOR HIGHWAY TRAFFIC LOADS OR 16,000 LBS WHEEL LOADS.
- 36. STEEL GRATING AND COVERS: TRAFFIC CLASSIFICATION H-20; 16,000 LBS OVER 8"X20" AREA.
- 37 EXISTING DRAINAGE STRUCTURES AND STORM SEWER PIPES WITHIN THE LIMITS OF CONSTRUCTION ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED ON PLANS.
- 38. EXISTING MANHOLES AND INLETS SCHEDULED TO REMAIN PER THIS SET OF PLAN SHALL BE THOROUGHLY CLEANED BY REMOVING ALL DEBRIS AND SEDIMENTS, AND THE INTERIOR SHALL BE SEALED WITH AN APPROVED NON-TOXIC BITUMASTIC SEALANT.
- 39. PRIOR TO CONSTRUCTION THE CONTRACTOR WILL INSPECT ALL EXISTING STRUCTURES WHICH ARE TO REMAIN AND NOTIFY THE ENGINEER OF ANY OBMOUS STRUCTURAL DEFICIENCIES. RELATED COST TO BE INCLUDED IN PAY-TIEM FOR CLEARING AND GRUBBING.
- 40. CONTRACTOR SHALL ADJUST ALL EXISTING CATCH BASINS, GRATES, AND STORM MANHOLE COVERS TO MEET NEW FINISH GRADES WHERE APPLICABLE.
- 41. ELEVATIONS AND OFFSETS SHOWN AT DRAINAGE STRUCTURES REFER TO THE CENTER OF STRUCTURE/ GRATE UNLESS OTHERWISE NOTED.
- 42. RADII ON CURB RETURNS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- 43. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY INVERT ELEVATIONS OF ALL PIPES WHICH ARE TO REMAIN AND NOTIFY THE ENGINEER OF ANY ELEVATION DEVIATIONS.
- 44. THERE SHALL BE NO MORE THAN THREE LATERAL DRAINAGE INSTALLATIONS OR 600 LF OF OPEN EXCAVATION (WHICHEVER IS LESS) WITHOUT BACKFILLING. BACKFILLING OF LATERAL DRAINAGE AND INSTALLATION OF TEMPORARY OR PERMANENT ASPHALT SHALL NOT LAG MORE THAN 72 HOURS BEHIND THE START OF EXCAVATION.
- 45. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ALL TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH SPECIFICATIONS OUTLINED IN THE LATEST FUBLIC WORKS DEPARTMENT MANUAL, THE MANUAL ON UNFORM TRAFFIC CONTROL DEVICES, AND THE FDOT DESIGN STANDARDS.
- 46. WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH THE EXISTING PAVEMENT.
- 47. COMPLETE AS-BUILT INFORMATION RELATIVE TO LOCATION AND DEPTH OF PIPES, MANHOLES, ETC. SHALL BE ACCUPATELY RECORDED BY THE CONTRACTOR AND SUBMITTED TO THE REGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK, ALL ELEVATIONS SHALL BE TAKEN BY A FLORIDA REGISTERED SURVEYOR AND SHOWN ON THE RECORD DRAWINGS, 2 SETS OF AS-BUILT HARD COPIES SHALL BE SUBMITTED ALONG WITH A CD CONTAINING A DIGITAL COPY IN PDF AND CAD FORMAT.
- 48. DESIGN WATER TABLE ELEVATION: 2.5
- 49. MIAMI-DADE COUNTY FLOOD CRITERIA ELEVATION: 6.00
- 50. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDION, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.
- 51. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A GENERAL CONSTRUCTION PERMIT (GCP) AND A NOTICE OF INTENT (NOI) FROM DEP.
- 52. PORTABLE SANITARY FACILITIES SHALL BE PLACED AT AT LEAST 25 FEET AWAY FROM ANY WATER
- 53. CONTRACTOR SHALL RESTORE EXISTING PAVERS/SIDEWALK IN KIND IF DAMAGED AT CONTRACTOR'S
- 54. MIAMI-DADE WATER AND SEWER DEPARTMENT REQUIRES THAT ACCESS TO ALL WATER AND SEWER VALVES, SANITARY MANHOLES, AND OTHER CONTROL MECHANISMS BE MAINTAINED THROUGHOUT CONSTRUCTION, IN THE EVENT OF AN EMERGENCY, TO ENSURE THE PUBLIC HEALTH AND SAFETY. COVERING VALVES BOXES AND MANHOLES CAN BE CONSIDERED UNAUTHORIZED DESTRUCTION OF AND TAMPERING WITH DEPARTMENT UITHIES. ALL REQUESTS FOR MANHOLE AND VALVES, CONTACT THE CONSTRUCTION MANAGEMENT SECTION, FOR THE ADJUSTMENT OF WATER METERS, CONTACT THE CHEF OF METER OFFARINS AND MAINTEANAGE. FOR ANY FIRE HYDRANIS THAT ARE DAMAGED OR

Kimley » Horn © 2018 KIMLEY-HORN AND ASSOCIATES, INC 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025

WWW.KIMLEY-HORN.COM CA 00000696

DEC 2018 SCALE AS SHOWN DESIGNED BY BUT DRAWN BY JPG HECKED BY BJF

043637031

NWSRD (826-72A) PW-0112

PREPARED FOR

TOWN OF MEDLEY

FLORIDA

LICENSED PROFESSIONAL

BARTON J. FYE, P.E.

73898

ROADWAY GENERAL NOTES

SHEET NUMBER

#### **GENERAL NOTES**

BUMPED DURING CONSTRUCTION CONTACT WASD HYDRANT SHOP AT 305-805-4575 BEFORE POURING CONCRETE FOR THE SIDEWALK. IN THE EVENT OF A WATER OR SEWER EMERGENCY, CONTACT MIAMI DADE\_WATER AND SEWER DEPARTMENT AT 305-274-9272. THIS LINE IS OPEN 24

- 55. THE CONTRACTOR SHALL BE ADVISED THAT OTHER PROJECTS MAY BE UNDER CONSTRUCTION CONCURRENTLY MITH THIS PROJECT AND THAT COORDINATION EFFORTS MAY BE NECESSARY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE CONSTRUCTION SCHEDULE AND FOR THE AMOUNT OF COORDINATION REQUIRED. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE
- 56. SAW CUTTING OF THE EXISTING SIDEWALKS SHALL BE MADE ONLY AT THE NEAREST FLAG JOINTS.
- 57. THE SIDEWALK AT DRIVEWAY TURNOUTS SHALL BE 6" THICK CONCRETE
- 58. CONTRACTOR TO INSTALL PREFORMED EXPANSION JOINT WHEN PROPOSED SIDEWALK IMPROVEMENTS IS IMMEDIATELY ADJACENT TO EXISTING CONCRETE SLAB AND/OR BUILDING.
- WHERE CONNECTIONS TO EXISTING SIDEWALKS AND DRIVEWAYS ARE NOT INDICATED ON PLANS, PROPER CONNECTIONS ARE TO BE MADE AS DIRECTED BY THE ENGINEER. FDOT DROP CURB AND DRIVEWAY CONNECTIONS SHALL BE PROVIDED FOR ACCESS TO ALL PRIVATE PROPERTIES ADJACENT 59. THE PROJECT UNLESS OTHERWISE INDICATED ON PLANS. PAYMENT SHALL BE INCLUDED IN THE COST OF RELATED BID ITEMS.
- 60. ALL MANHOLE COVERS, GRATES, ETC. IN PEDESTRIAN AREAS SHALL BE ADA COMPLIANT AND HEEL PROOF, AS APPLICABLE.
- 61. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN FOR APPROVAL BY THE ENGINEER AND THE TOWN OIF MEDLEY POLICE DEPARTMENT. COST TO BE IN PAY ITEM FOR MAINTENANCE OF TRAFFIC.

#### SIGNING AND PAVEMENT MARKINGS

- 62. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO ALL SIGNING AND PARKENT MARKING INSTALLED AS PART OF THESE PLAND SHALL CONFORM TO THE LATEST EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS, ALL SIGN PANELS SHALL BE FABRICATED TO COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY AND ADMINISTRATION STANDARD HIGHWAY SIGNS.
- 63. ALL EXISTING SIGNS ARE TO REMAIN UNLESS SPECIFIED FOR REMOVAL IN PLANS. BEFORE STARTING THE PROJECT, THE CONTRACTOR WILL REVIEW EXISTING SIGNS SHOWN ON THE PLANS TO BE RELOCATED OR TO REMAIN. THE CONTRACTOR WILL NOTIFY THE PROJECT ENGINEER IN WRITING OF ANY MISSING SIGNS BEFORE CONSTRUCTION STARTS, SIGNS DAMAGED BY THE CONTRACTOR'S OPERATIONS WILL BE REPLACED AT NO COST TO THE OWNER.
- 64. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
- 65. REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED ALONG THE ENTIRE LENGTH OF THE PROJECT AND SHALL BE PER FDOT STANDARD INDEX NO. 17352.
- 66. THE CONTRACTOR SHALL MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND AT THE END OF THE PROJECT WITHOUT JOGS OR OFFSETS.
- 67 THE CONTRACTOR SHALL REMOVE EXISTING MARKINGS BY FOOT APPROVED METHOD WITHOUT
- 68. INCORRECTLY PLACED PAINT MARKINGS OVER ERICTION COURSE SHALL BE REMOVED BY MILLING AND REPLACING THE FRICTION COURSE A MINIMUM WIDTH OF 18 INCHES AT THE CONTRACTOR'S EXPENSE. THE ENGINEER MAY APPROVE AN ALTERNATIVE METHOD IF IT CAN BE DEMONSTRATED TO COMPLETELY REMOVE THE MARKINGS WITHOUT DAMAGING THE ASPHALT.
- 69. SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, DRIVEWAYS, WHEELCHAIR RAMPS, ETC. MAY BE ADJUSTED SLIGHTLY AS DIRECTED BY THE ENGINEER. EXTREME LOCATION CHANGES MUST BE APPROVED BY MIAMI-DADE SIGNALS AND SIGNS DIVISION
- 70. EXTRUDED ALUMINUM SIGN SUPPORT CLAMPS ARE NOT ACCEPTABLE. ALL RELOCATED SIGNS MUST COMPLY WITH THE DESIGN STANDARDS. AS IF THEY WERE NEW SIGNS, IF EXISTING CLAMPS, BRACKETS, POLES, ETC. NEED TO BE REPLACED THE COST SHALL BE INCLUDED IN THE RELOCATION
- STOP BARS SHALL BE PLACED AT LEAST 5 FEET FROM CROSSWALK IF TRAFFIC SIGNAL LOOPS ARE INSTALLED.
- PAVEMENT MARKINGS
  - INSTALLATION: ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH MUTCD, FDOT STANDARD INDEX #17346, WHERE SHOWN ON THE PLANS.
- - ALL PAVEMENT SYMBOLS AND MARKINGS TO BE THERMOPLASTIC. WHERE THE PLANS CALL FOR THERMOPLASTIC (INCLUDES PARKING STRIPING WHEN IDENTIFIED ON PLANS), INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 711 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
- PROTECTION:
  - FRUIECTION:
    THE CONTRACTOR SHALL NOT ALLOW TRAFFIC ONTO NEWLY APPLIED PAVEMENT STRIPING/MARKINGS
    UNTIL HEY ARE SUFFICIENTLY DRY TO PERMIT VEHICLES TO CROSS THEM WITHOUT DAMAGE. THE
    CONTRACTOR SHALL, AT HIS OWN EXPENSE, REMOVE AND REPLACE ANY PORTION OF THE PAVEMENT STRIPING /MARKINGS DAMAGED BY PASSING TRAFFIC OR FROM ANY OTHER CAUSE.

#### **OBSERVATION AND TESTING**

- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 2 BUSINESS DAYS IN ADVANCE OF PERFORMING ALL CHUL RELATED TESTS. UNLESS AUTHORIZED BY THE ENGINEER OF RECORD, THE CONTRACTOR SHALL NOT PROCEED WITH TESTING UNLESS THE ENGINEER OR A DESIGNATED REPRESENTATIVE IS PRESENT TO WITHESS THE TESTS.
- THE ENGINEER OF RECORD WILL REQUIRE THAT THE FOLLOWING TESTS BE PERFORMED WITH
- ACCEPTABLE RESULTS:
  SANTARY SEWAGE COLLECTION SYSTEM:
  LAMPING TEST FROM MANHOLE TO MANHOLE, INCLUDING CONNECTING MANHOLE
- PRESSURE TEST AS REQUIRED BY DRER
- STORM DRAINAGE—(EXFILTRATION TRENCH DEPTH) EXFILTRATION TRENCH DEPTH
- LAMPING TEST FROM MANHOLE TO MANHOLE, INCLUDING CONNECTING MANHOLE (IF APPLICABLE)
- DRAINAGE WELL SPECIFIC CAPACITY TEST.
- WATER SYSTEM-(PRESSURE TEST AND BACTERIOLOGICAL TEST)
  SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.
  LIME ROCK BASE SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE
- PLACEMENT OF ANY ASSHALT. (FLAT BOARDING ALSO REQUIRED.)
  ASSHALT PAVEMENT
  IFINAL WALK-THROUGH INSPECTION IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT
  ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS.
- CONCRETE FORMWORK AND ADA SLOPE VERIFICATIONS.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 2 BUSINESS DAYS IN ADVANCE OF THE FOLLOWING EVENTS:
  PRIOR TO PLACING BALLAST ROCK WITHIN EXFILTRATION TRENCH AND PIPE RUNS TO MEASURE DEPTH AND WIDTH, AS WELL AS DIRECTIONS RESPECTIVELY.
  PRIOR TO BACKFILLING WATER MAINS AND SERVICES

- PRIOR TO BACKFILLING WATER MAINS AND SERVICES
  PRIOR TO BACKFILLING SANTIARY SEMEN MAINS AND SERVICES
  AFTER COMPACTION OF LIMEROCK BASE AND PRIOR TO PLACEMENT OF FIRST LIFT OF ASPHALT
  AFTER 2ND LIFT AND CONCRETE PLACEMENT OF PEDESTRIAN PATHWAYS
- INSTALLING CONNECTIONS TO EXISTING WATER AND SEVER MAINS/SERVICES AFTER SECOND LIFT AND CONCRETE PLACEMENT OF PEDESTRIAN PATHWAYS.

  AT SUBSTANTIAL COMPLETION.
- FINAL INSPECTION

UNLESS AUTHORIZED BY THE ENGINEER OF RECORD, THE CONTRACTOR SHALL NOT PROCEED WITH THESE ACTIVITIES, UNLESS THE ENGINEER OR A DESIGNATED REPRESENTATIVE IS PRESENT TO PERFORM AN

SHOULD THE CONTRACTOR FAIL TO GIVE THE ENGINEER OF RECORD ADVANCE NOTICE OF TESTING AND INSPECTIONS AS SPECIFIED ABOVE, THE ENGINEER SHALL RESERVE THE RIGHT TO REFUSE ISSUANCE OF ANY CERTIFICATIONS OF COMPLETION AND FINAL INSPECTIONS, AND RESERVES THE RIGHT TO RECOMMEND THAT ANY CONTRACT AMOUNTS STILL HELD IN RETAINAGE NOT BE RELEASED. CITY INSPECTOR REPORTS SHALL NOT BE ACCEPTED AS A SUBSTITUTE FOR THE ENGINEER'S PRESENCE AT THE TESTING AND INSPECTION INTERVALS SPECIFIED ABOVE.

#### STORM DRAINAGE

- ALL EXFILTRATION TRENCH SHALL BE AS PER STANDARD DETAIL SO 1.1 OF THE MDCPWD MANUAL, AND INSTALLED AT THE WIDTH, DEPTH AND ELEVATION SHOWN ON THE APPROVED CROSS SECTION DEPICTED IN THE DETAILS SHEET. ANY CONFLICT WITH EXISTING OR PROPOSED UTILITIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY IMPERMEABLE MATERIAL ENCOUNTERED IN THE EXCAVATION FOR THE EXFILTRATION TRENCH SHALL BE REMOVED AS DIRECTED BY THE ENGINEER.
- WHEN EXISTING MANHOLE RINGS, CATCH BASIN GRATE AND FRAMES, VALVE BOXES, PULL BOXES OR OTHER UTILITY CASTINGS ARE ENCOUNTERED WITHIN THE PROPOSED LIMITS OF WORK THE CONTRACTOR SHALL FIELD ADJUST THE EXISTING RING AND FRAME, GRATE AND FRAME, VALVE BOXES OR PULL BOXES TO MATCH THE PROPOSED ELEVATION. SUCH WORK SHALL BE INCLUDED IN
- 3. ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE AS MANUFACTURED BY U.S. PRECAST CORPORATION OR APPROVED EQUAL.
- THE CONTRACTOR SHALL FIELD VERIFY UTILITY LOCATIONS, DIMENSIONS, AND ELEVATIONS AND SUBMIT THIS INFORMATION WITH THE SHOP DRAWINGS FOR DRAINAGE STRUCTURES PRIOR TO
- CONTRACTOR SHALL YACUUM CLEAN AND REMOVE ALL SILT, SEDIMENT AND DEBRIS FROM ALL OF THE EXISTING AND PROPOSED DRANNAGE STRUCTURES AND PIPE NETWORK WITHIN THE PROJECT LIMITS PRIOR TO FINAL ACCEPTANCE OF DRANNAGE SYSTEM ALL COST OF SUCH WORK SHALL BY
- ALL DRAINAGE WORK SHALL CONFORM TO THE GOVERNING JURISDICTIONAL AGENCY REGULATIONS AND STANDARDS.
- ALL MATERIALS SHALL MEET FDOT SPECIFICATIONS.
- B. UNLESS OTHERWISE SPECIFIED ON THE PLANS, MINIMUM COVER OVER ALL STORM DRAINAGE PIPE SHALL BE 36-INCHES. CONTRACTOR SHALL AVOID ALL UNNECESSARY CROSSINGS BY HEAVY CONSTRUCTION.

Kimley»Horn © 2018 KIMLEY-HORN AND ASSOCIATES, INC

ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025 WWW.KIMLEY-HORN.COM CA 00000696

043637031 DEC 2018 SCALE AS SHOWN DESIGNED BY BUT

DRAWN BY JP

ECKED BY BJF

TOWN OF MEDLEY

NWSRD (826-72A) PW-0112 PREPARED FOR

TOWN OF MEDLEY

BARTON J. FYE, P.E.

FLORIDA

73898

LICENSED PROFESSIONAL

ROADWAY GENERAL NOTES

SHEET NUMBER

# EROSION CONTROL NOTES BEST MANAGEMENT PRACTICES (BMPS):

THIS PLAN HAS BEEN PREPARED TO ENSURE COMPLIANCE WITH APPROPRIATE CONDITIONS OF THE MIAMI-DADE COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), CHAPTER 17-25, F.A.C., THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), CHAPTER 40D-4, F.A.C. AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) DOCUMENT NO. EPA 832/R-92-005 (SEPTEMBER 1992). THE PLAN ADDRESSES THE

- A. PREVENT LOSS OF SOIL DURING CONSTRUCTION BY STORMWATER RUNOFF AND/OR WIND EROSION, INCLUDING PROTECTING TOPSOIL BY STOCKPILING FOR REUSE.
- B. SEDIMENTION PROTECTION OF STORM SEWER OR RECEIVING STREAM
- C. PREVENT POLLUTING THE AIR WITH DUST AND PARTICULATE MATTER. THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED, ALSO IDENTIFIED IS A CROSS-REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS. CONTRACTOR SHALL PREPARE REQUIRED NPDES DOCUMENTATION AND OBTAIN PERMIT PRIOR TO COMMENCEMENT OF CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PREPARE THE REQUIRED NPDES DOCUMENT AND OBTAIN THE NPDES PERMIT. ALL COST ASSOCIATED WITH SUCH WORK SHALL BE DEEMED INCIDENTAL TO THE PROLECT LUMP SUM COST.

#### GENERAL EROSION CONTROL NOTES:

- A. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THIS DRAWING, THE STANDARD DETAILS, THE NPDES PERMIT (TO BE OBTAINED BY CONTRACTOR) AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THIS DRAWING AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
- C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP) IN ALL CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
- FUEL SPILLS AND LEAKS PREVENTION
- PREVENT/REDUCE VEHICLE AND EQUIPTMENT WASHING AND STEAM CLEANING VEHICLE AND EQUIPTMENT MAINTENANCE AND REPAIR
- PROPER OUTDOOR LOADING/UNLOADING OF MATERIALS
- PREVENT/REDUCE OUTDOOR STORAGE OF RAW MATERIALS, PRODUCTS, AND BY-PRODUCTS SOLID WASTE MANAGEMENT
- HAZARDOUS WASTE MANAGEMENT CONCRETE WASTE MANAGEMENT
- SANDBLASTING WASTE MANAGEMENT
  STRUCTURE CONSTRUCTION AND PAINTING
  SPILL PREVENTION AND CONTROL
- CONTAMINATED SOIL MANAGEMENT
  SANITARY/SEPTIC WASTE MANAGEMENT
  SOIL EROSION CONTROL

- STORM WATER TURBIDITY MANAGEMENT

ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

- D. BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- E. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. CONTRACTOR MUST MAINTAIN ALL PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS ON SITE AT ALL TIMES.
- F. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
- G. CONTRACTOR SHALL BEGIN CLEARING AND GRUBBING THOSE PORTIONS OF THE SITE NECESSARY TO IMPLEMENT PERMIETER CONTROL MEASURES. CLEARING AND GRUBBING FOR THE REMAINING PORTIONS OF THE PROPOSED SITE SHALL COMMENCE ONCE PERMIETER CONTROLS ARE IN PLACE. PERMIETER CONTROLS SHALL BE ACTIVELY MAINTAINED UNTIL SAID AREAS HAVE BEEN STABILIZED AND SHALL BE REMOVED ONCE FINAL STABILIZATION IS COMPLETE.
- H. GENERAL EROSION CONTROL BMPS SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE—INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC,
- ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- J. TOPSOIL CANNOT BE STOCKPILED INSIDE THE PROPERTY FOR REFUSE.

#### STORM WATER EROSION CONTROL PRACTICES

- A CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- B. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF
- C. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
- D. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES.
- E. EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY, WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:
- IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.
- STORMWATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE.
- A TEMPORARY SEDIMENT TRAP SHOLD BE CONSTRUCTED TO DETAIN SEDIMENT-LADEN RUNOFF FROM
- F. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.
- G. SLOPES OF BANKS OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 3H:1V FROM TOP OF BANK TO TWO FEET BELOW NORMAL WATER LEVEL, AS APPLICABLE.
- H. SOD SHALL BE PLACED FOR A 2-FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS. SOD SHALL BE PLACED BEFORE SILT BARRIERS ARE REMOVED.
- I. WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE, A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED.
- J. FILTER FABRIC SHOULD BE USED FOR STORM DRAIN INLET PROTECTION BEFORE FINAL STABILIZATION

#### WIND EROSION CONTROL PRACTICES:

- A. WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND
- BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUITHE DURING THE MAY BE WESTERN TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED (SEE PERMANENT STABALIZATION PRACTICES FOR DETAILS). THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY AREAS SHALL BE SELECTED TO THE GRADING PLAN AND/OR LANDSCAPE PLAN. CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SOFEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVERSEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUNDCOVER (SEE TEMPORARY STABALIZATION PRACTICES FOR DETAILS).
- AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION AT ANY TIME BOTH DURING AND AFTER STIE CONSTRUCTION THAT WATERING AND/OK VECLETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS SHOULD INCLUDE ERECTION OF DUST CONTROL FENCES. A 6-FT GEOTEXTILE FILTER FIBER SHOULD BE HANGING AGAINST THE EXISTING CHAIN LINK FENCE AND GATE.
- B. ALL DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

#### SPILL CONTROL PRACTICES:

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL

- A. SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.
- B. THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH
- C. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ONSITE AND READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- D. ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.
- K. SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING THE FOLLOWING BMP'S IN THE CONSTRUCTION PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.

  F. WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.

- F. TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL
- G. AFTER A SPILL, THE PREVENTION PLAN SHALL BE REMEWED AND CHANGED TO PREVENT FURTHER SMILAR SPILLS, FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.
- H. THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS. THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

#### STABILIZATION PRACTICES:

- A. TEMPORARY STABILIZATION TOPSOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASE FOR AT LEAST 21 DAYS, SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH WITHIN 14 DAYS OF THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED REQUIRED CAN BE FOUND IN TABLE 1.65 A OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, WHERE SOILS ARE ACIDIC 2 TONS OF PULVERIZED ACRICULTURAL LIMESTONE SHOULD BE ADDED PER ACRE AND 450 POUNDS OF 10-20-20 FERTILIZER SHALL BE APPLIED TO EACH ACRE. AFTER SEEDING, EACH AREA SHALL BE IMMEDIATELY MULCHED WITH STRAW OR EQUIVALENT EQUAL. AREAS, OF THE SITE WHICH ARE TO BE PAVED SHALL BE TEMPORARILY STABILIZED BY APPLYING GEOTEXTILE AND STONE SUB-BASE UNTIL BITUMINOUS PAVEMENT CAN BE
- B. PERMANENT STABILIZATION DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASES SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. THE APPROPRIATE PERMANENT SEED MIX CAN BE FOUND IN TABLES 1.66A, 1.66B AND 1.66C OF THE FLORIDA DEVELOPMENT MANUAL PRIOR TO SEEDING, 2 TONS/ACRE OF FINELY GROUND AGRICULTURAL LIMESTONE AND THE PROPER FERTILIZER BASED ON THE TYPE OF SEEDING SHALL BE APPLIED TO EACH ACRE TO PROVIDE PLANT NUTRIENTS. AFTER SEEDING EACH AREA SHALL BE MULCHED IMMEDIATELY.
- C. STABILIZATION WILL BE INITIATED ON ALL DISTURBED AREAS WITHIN 14 DAYS OF WORK CEASING, UNLESS CONSTRUCTION ACTIVITY WILL RESUME IN THAT AREA WITHIN 21 DAYS AFTER WORK STOPPAGE. THE TEMPORARY SEDIMENT SUMP SHALL REMAIN IN PLACE UNIT USCETATION IS ESTABLISHED ON THE
- D. CONTRACTOR TO ENSURE THAT EXISTING VEGETATION ON OR ADJACENT TO THE PROPOSED SITE IS PRESERVED AND DISTURBED PORTIONS OF THE SITE ARE STABILIZED, STABILIZATION, PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DATS WHERE CONSTRUCTION
- E. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
- F. SHALL BE IN ACCORDANCE WITH DEP DOCUMENT NO. 62-621.300(4)(A)

#### STRUCTURAL PRACTICES:

- A. EARTH DIKE IF REQUIRED. AN EARTH DIKE SHALL BE CONSTRUCTED ALONG THE SITE PERIMETER. PORTION OF THE DIKE SHALL DIVERT RUN-ON AROUND THE CONSTRUCTION SITE. THE REMAINING PORTION OF THE DIKE SHALL COLLECT RUNOFF FROM THE DISTURBED AREA AND DIRECT THE RUNOFF
- B. SEDIMENT BASIN A SEDIMENT BASIN SHALL BE CONSTRUCTED IN THE COMMON DRAINAGE AREA FOR THE SITE. ALL SEDIMENT COLLECTED IN THE BASIN WUST BE REMOVED FROM THE BASIN UPON COMPLETION OF CONSTRUCTION. SEDIMENT FROM THE BASIN MAY BE USED AS FILL ON THE SITE IF IT
- C. SHALL BE IN ACCORDANCE WITH DEP DOCUMENT NO. 62-621.300(4)(A)

#### WASTE DISPOSAL:

- A. WASTE MATERIALS ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER . WASTE MATERIALS — ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS, ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTICE AT LEAST TIMES A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDRILL NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.
- B. HAZARDOUS WASTE. HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT STATE CREANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.
- C. SANITARY WASTE SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WERK TO PREVENT SPILLAGE ONTO
- D. RUBBISH, TRASH, CARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

Kimley»Horn © 2018 KIMLEY-HORN AND ASSOCIATES, INC 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025

WWW.KIMLEY-HORN.COM CA 00000696

043637031 DEC 2018 SCALE AS SHOWN DESIGNED BY BUT DRAWN BY JPG

HECKED BY BJF

NWSRD (826-72A) PW-0112 PREPARED FOR

TOWN OF MEDLEY

FLORIDA

**EROSION CONTROL NOTES** 

SHEET NUMBER

TOWN OF MEDLEY

LICENSED PROFESSIONAL

BARTON J. FYE, P.E.

73898

- E. ANY CONSTRUCTION DEBRIS GENERATED AS A RESULT OF THIS PROJECT WILL BE DISPOSED OF OFF-SITE AN AT APPROPRIATE WASTE FACILITY.
- F. CONCRETE WASHOUT LOCATIONS WILL BE PROVIDED IN AREAS WHERE THE DISPOSAL MATERIALS WILL BE CONTAINED TO PREVENT DISCHARGE OUTSIDE OF THE PROJECT LIMITS AND INTO THE WATERWAYS.

#### INSPECTION AND MAINTENANCE:

ALL MEASURES STATED ON THIS EROSION AND SEDMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MANITAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EGOSION AND SEDMENTATION CONTROL MEASURES SHALL BE CHECKED BY A GUALUHED PERSON AT LEAST WORK EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPARED IN ACCORDANCE WITH THE FOLLOWING.

INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

- A. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.
- B. THE SILT FENCE SHALL BE INSPECTED PERIODICALLY FOR HEIGHT OF SEDIMENT AND CONDITION OF FENCE. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE—THIRD THE HEIGHT OF THE SILT FENCE.
- C. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-MAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
- D. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
- E. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED MONTHLY FOR DEPTH OF SEDIMENT SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 10% AND AFTER CONSTRUCTION IS COMPLETE.
- F. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.
- G. DIVERSION DIKES SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED.
- H. A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHOUS. THE REPORTS SHALL BE FILED IN AN ORBANIZED MANNER AND RETAINED ON-SITE DIBRING CONSTRUCTION. A STEET CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER REPORTS ON CONTROL.
- I. ALL REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.
- J. THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

#### SPILL PREVENTION AND CONTROL:

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

#### GOOD HOUSEKEEPING

- SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE, USE, AND DISPOSAL
  OF CONSTRUCTION MATERIALS.
- STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.
- 3. ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.
- . ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.
- 5. PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.
- ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

#### B. HAZARDOUS PRODUCTS

- MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.
- PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.

#### C. PRODUCT SPECIFIC PRACTICES

- PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES
  CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS
  SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.
- THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LINIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSPERRED TO A SEALABLE PLASTIC
- PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.
- . CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

# STORMWATER POLLUTION PREVENTION PRACTICES:(FOR PROJECTS OF 0.5 ACRES OR MORE CITY ORDINANCE NUMBER 13081)

- TREE PROTECTION AND PRUNING SHALL BE ACCOMPLISHED AS DETAILED IN SPECIAL PROVISIONS, THE CONSTRUCTION PLANS, AND/OR PER TREE ORDINANCE 12636.
- 2. ENVROMMENTAL CONTROL FEATURES AS PROVIDED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWIPP), ARE TO BE INSTALLED AT ALL AREAS OF EXCAVATION OR FILL FOR PRAINAGE SYSTEM, OR STRUCTURE CONSTRUCTION PRIOR TO SUCH EXCAVATION OR FILL. INLET ENTRANCES ARE ALSO TO BE PROTECTED FROM SILTATION AS DETAILED ON SHEET 2 OF 4 OF THE MISC. 336–36–3 OF THE CITY OF MIAMI PUBLIC WORKS ENGINEERING STANDARD FOR DESIGN AND
- . ALL ENVIRONMENTAL CONTROL FEATURES ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT IN ACCORDANCE WITH NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS. THE CONTRACTOR MUST ENSURE THAT ALL EROSION CONTROL FEATURES FUNCTION PROPERLY AT ALL TIMES.
- ALL EROSION AND MATERIAL DEPOSITS MUST BE CONTAINED WITHIN THE PROJECT LIMITS.
- 5. DITCH BOTTOM INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPLETE. ELEVATION OF GROUND OUTSIDE OF INLET TOP SHALL NOT BE HIGHER THAT INLET TOP. ROCK BAGS SHALL BE INSTALLED AROUND INLET TOP. COMPLETED INLETS IN PAVED AREAS SHALL ALSO BE PROTECTED WITH ROCK BAGS TO PREVENT SEDIMENT INTAKE
- 6. CURB INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPETE. ALL EXPOSED SLOPED MATERIAL ADJACENT TO INLETS SHALL BE COVERED WITH EROSION CONTROL MATTING WITH OUTER LIMITS PROTECTED BY ROCK BAGS. ANY DAMAGED OR INEFFECTIVE ROCK BAGS ARE TO BY REPLACED WITH NEW ONES.
- STOCKPILED MATERIAL SHALL NOTE BE LEFT IN EROSION PRONE AREAS UNLESS PROTECTED BY COVER OR ROCK BAGS.
- INSPECTION OF EROSION CONTROL MEASURES AND CONDITION OF ADJACENT PROPERTIES SHALL BE PERFORMED DAILY BY THE CONTRACTOR'S REPRESENTATIVE AND THE PROJECT ENGINEER. DEFICIENCIES SHALL BY NOTED AND CORRECTED.
- ANY OFFSITE SEDIMENT DISCHARGE TO A MUNICIPAL SEPARATE STORMWATER SYSTEM ARISING FROM THE CONTRACTOR'S ACTIVITIES IS NOT ALLOWED. REFER TO PUBLIC WORKS BULLETIN NO. 25.
- THE USE OF SANITARY SEWERS, FRENCH DRAINS, COVER DITCHES AND/OR ROCK DRAINS FOR THE DISPOSAL OF WASTEWATER IS EXPRESSLY PROHIBITED. REFER TO PUBLIC WORKS BULLETIN NO. 25.





© 2018 KIMLEY-HORN AND ASSOCIATES, INC. ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025 WWW.KIMLEY-HORN.COM CA 00000696 KHA PROJECT
043637031

DATE
DEC 2018

SCALE AS SHOWN
DESIGNED BY BJF
DRAWN BY JPG

ECKED BY BJF

TOWN OF MEDLEY

NWSRD (826-72A) PW-0112

TOWN OF MEDLEY

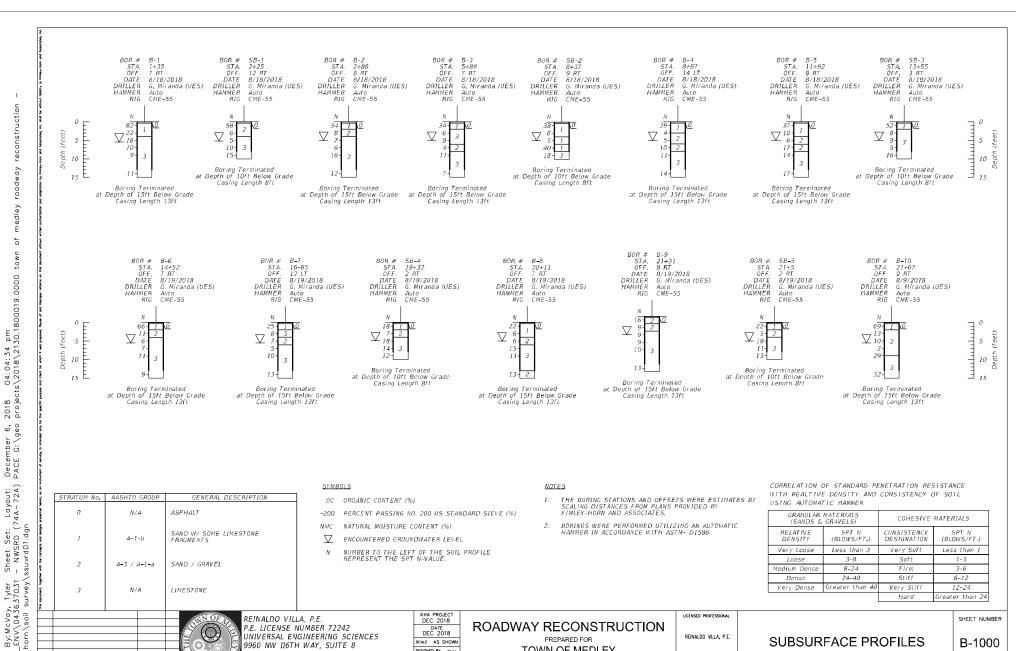
LICENSED PROFESSIONAL BARTON J. FYE, P.E.

FLORIDA

73898

**EROSION CONTROL NOTES** 

SHEET NUMBER



No. REVISIONS

REINALDO VILLA, P.E. P.E. LICENSE NUMBER 72242 UNIVERSAL ENGINEERING SCIENCES 9960 NW 116TH WAY, SUITE 8 MIAMI, FLORIDA 33178 CERTIFICATE OF AUTHORIZATION 00000549

DEC 2018 DEC 2018 SCALE AS SHOWN DESIGNED BY TNM DRAWN BY TNM CHECKED BY RV TOWN OF MEDLEY

ROADWAY RECONSTRUCTION PREPARED FOR TOWN OF MEDLEY

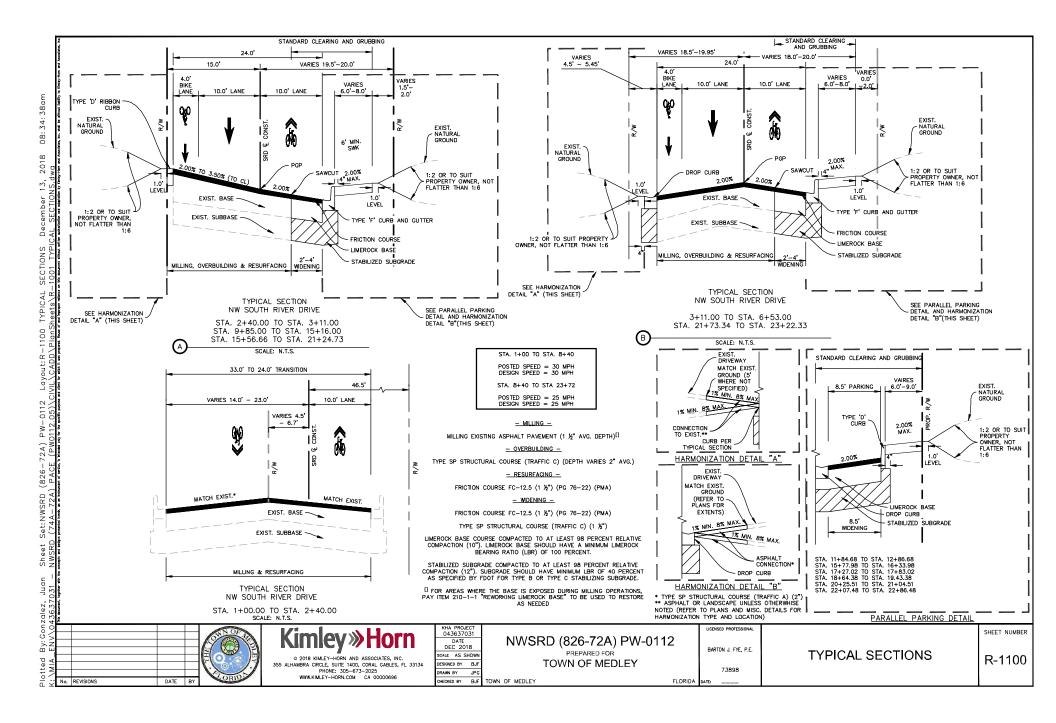
72242 FLORIDA DATE:

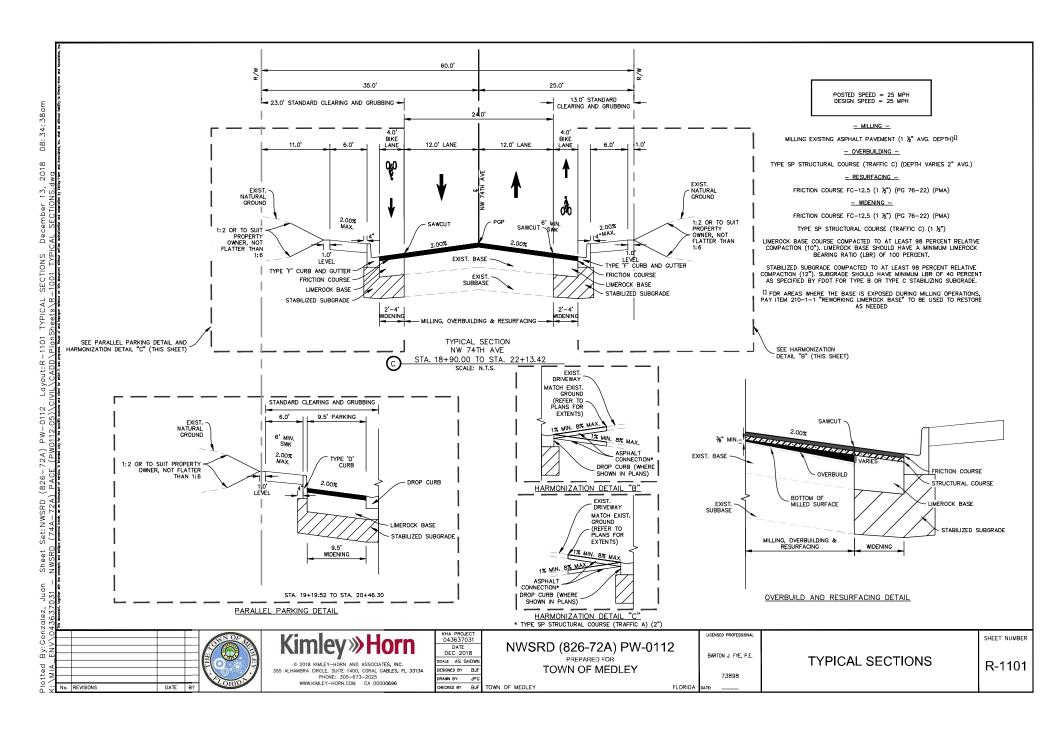
LICENSED PROFESSIONA

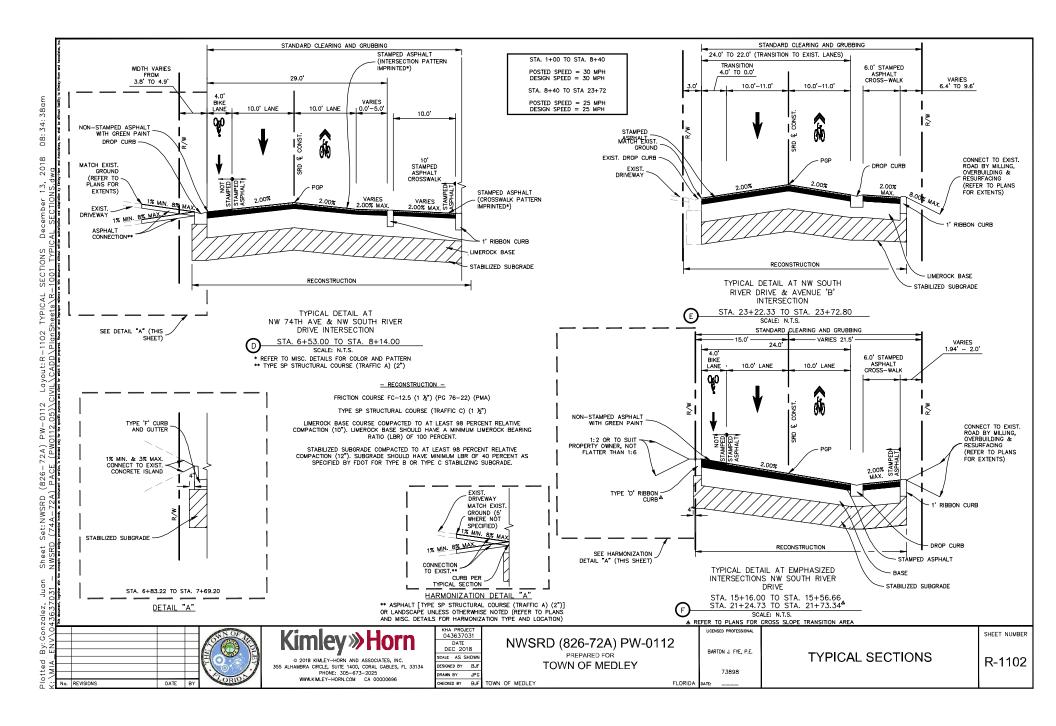
SUBSURFACE PROFILES

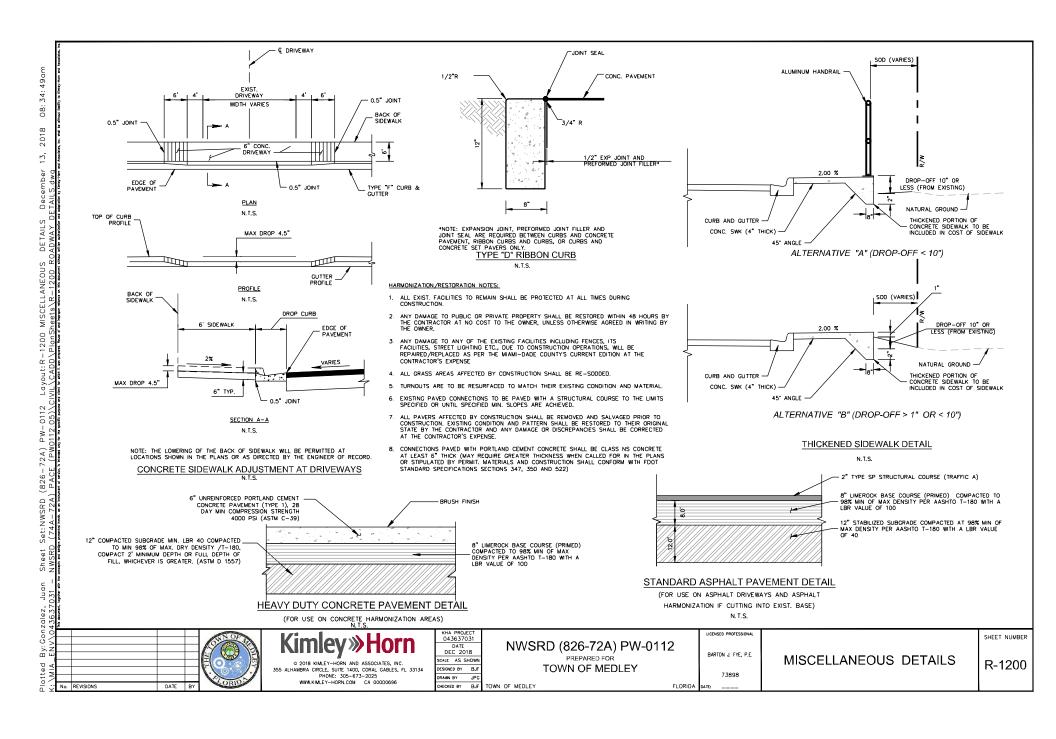
SHEET NUMBER B-1000

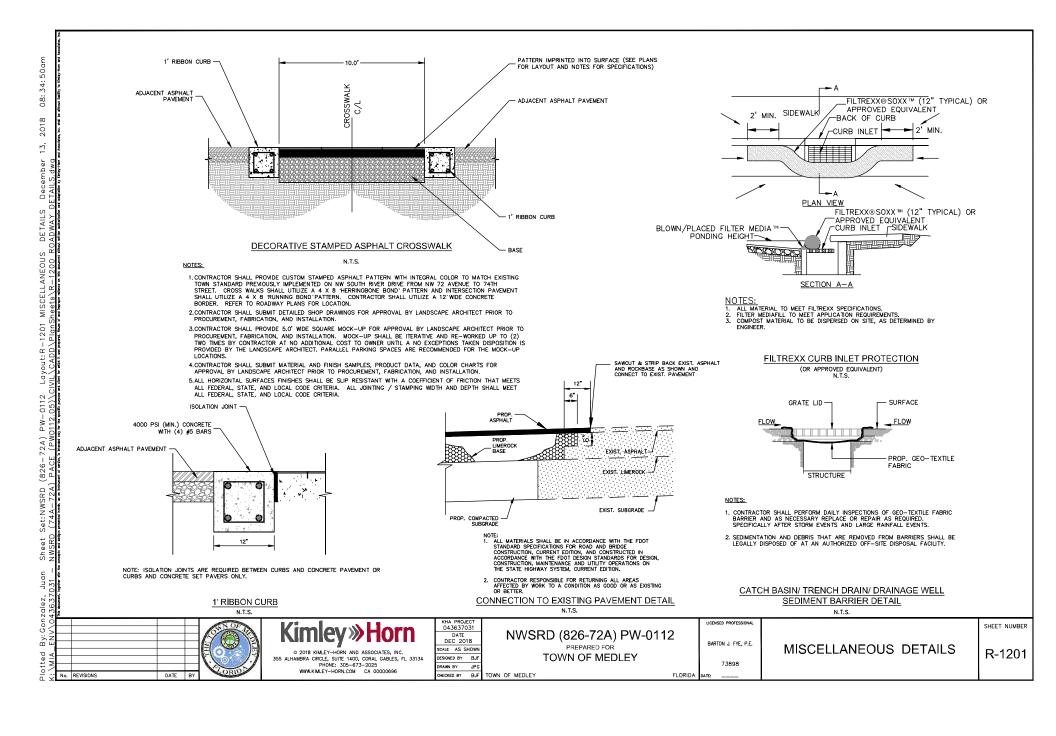
REINALDO VILLA, P.E.

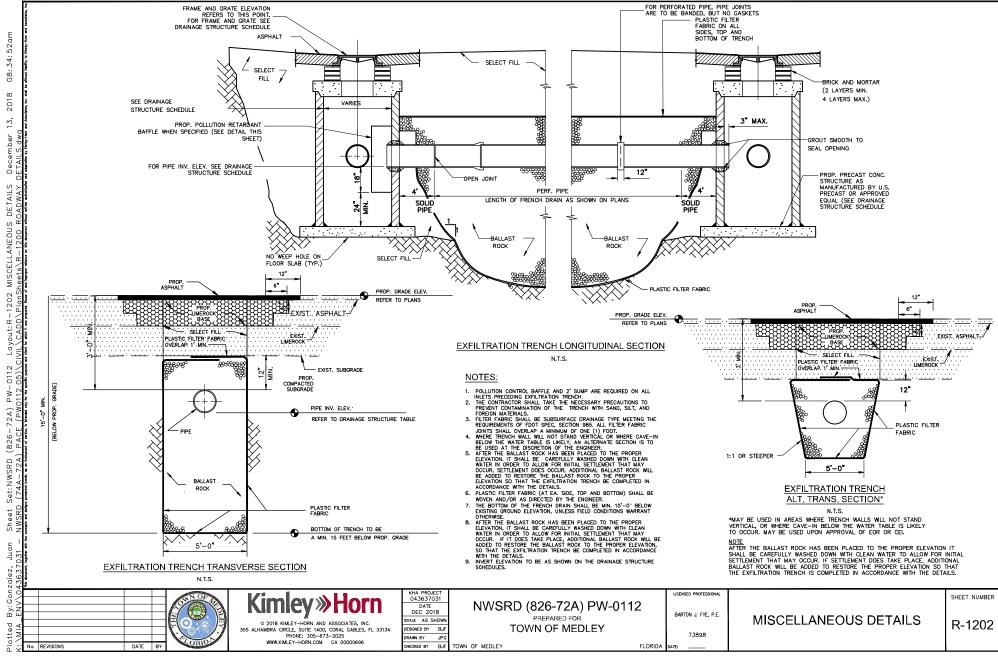


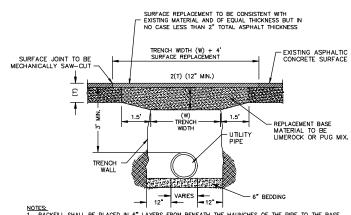








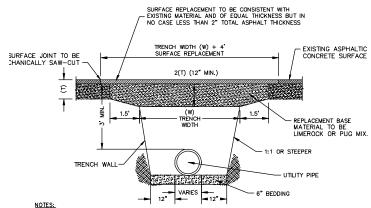




10 BACKFILL SHALL BE PLACED IN 6" LAYERS FROM BENEATH THE HAUNCHES OF THE PIPE TO THE BASE.
AND COMPACTED TO 98% DENSITY PER AASHTO T-180 MODIFIED PROCTER.
2. BASE MATERIALS TO BE PLACED IN TWO OR THREE LAYERS ROLLED AND TAMPED TO ABOVE SPECIFIED DENSITY.

## SOLID PIPE INSTALLATION AND TRENCH RESTORATION

N.T.S



- NOTES:

  1. BACKFILL SHALL BE PLACED IN 5° LAYERS FROM BENEATH THE HAUNCHES OF THE PIPE TO THE BASE AND COMPACTED TO 96% DENSITY PER AASHTO T-160 MODIFIED PROCITER.

  2. BASE MATERIALS TO BE PLACED IN TWO OR THREE LAYERS ROLLED AND TAMPED TO ABOVE SPECIFIED
- MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL, OR WHERE CAVE-IN BELOW
  THE WATER TABLE IS LIKELY TO DCCUR. MAY BE USED UPON APPROVAL OF EOR OR CEI.

### ALTERNATIVE SOLID PIPE INSTALLATION AND TRENCH RESTORATION



KHA PROJ		
0436370	)31	
DATE		
DEC 20	18	
SCALE AS S	HOWN	
DESIGNED BY	BJF	
DDAWN DV	.IDC	

NWSRD (826-72A) PW-0112 PREPARED FOR

COUNTY

TOWN OF MEDLEY

ISSUE DATE

05/31/2013

LICENSED PROFESSIONAL
BARTON J. FYE, P.E.
73909

MISCELLANEOUS DETAILS

WS

2.16

SHEET 1 OF 4

SIDEWALK

JOINT

CONSTRUCTION

SHEET NUMBER

STANDARD DETAIL

TYPICAL 2" SERVICE

INSTALLATION WITH A 2" METER

**PLAN** 2'-6" 5'x5'x4' CONC. SLAB METER VAULT VAULT COVER -2" BRASS ANGLE BALL VALVE - LOCKABLE 2'-6" BETWEEN VALVE FACES TRACER WIRE TERMINATION -- 2" TAILPIECE, 12" 2" BRASS LONG (CUSTOMER) PVC MAC LOK-PAK PACK NUTS 2" BRASS BALL 2" NIPPLE VALVE - LOCKABLE 2" BRASS COUPLING-END OF PIPE TO BE SEALED 2" PIPE UNTIL CONNECTED BY CUSTOMER-90° BRASS BEND 2" SERVICE FROM **SECTION** MAIN (SEE NOTE 4) NOTES: 1. USE 2'x4' METER VAULT. 2. METER BOX TO BE IN 5'x5'x4" THICK CONCRETE SLAB WITH 6x6-W1.4xW1.4 W.W.M. 3. A TEN GAUGE BLUE (PURPLE FOR RECLAIMED WATER) DIRECT BURY STRANDED COPPER TRACER WIRE TO BE TAPED CONTINUOUSLY WITH POLY OR DUCT TAPE TO THE SERVICE FOR LOCATION PURPOSES. WIRE MUST BE ATTACHED TO WATER MAIN AND EXTEND INTO THE WATER METER BOX. 4. USE 2" BLUE COLOR HDPE FOR POTABLE WATER SERVICE. USE 2" PURPLE COLOR HDPE FOR RECLAIMED WATER SERVICE. TYPICAL SERVICE PLA 2'x4' METER VAULT 5. METERS WILL NOT BE INSTALLED IF THE METER BOX IS LOCATED ON A DRIVING SURFACE. WS 2.17 6. METER BOX SHALL BE INSTALLED BETWEEN TWO SEPARATE FLAGS OF CONCRETE. 7. ALL BRASS COMPONENTS SHALL BE MARKED "NL" MEETING THE S3874 AMENDMENT CROSS SPEC. ITFM TO THE SAFE DRINKING WATER ACT REF. REF.

METER FURNISHED

BY DEPARTMENT

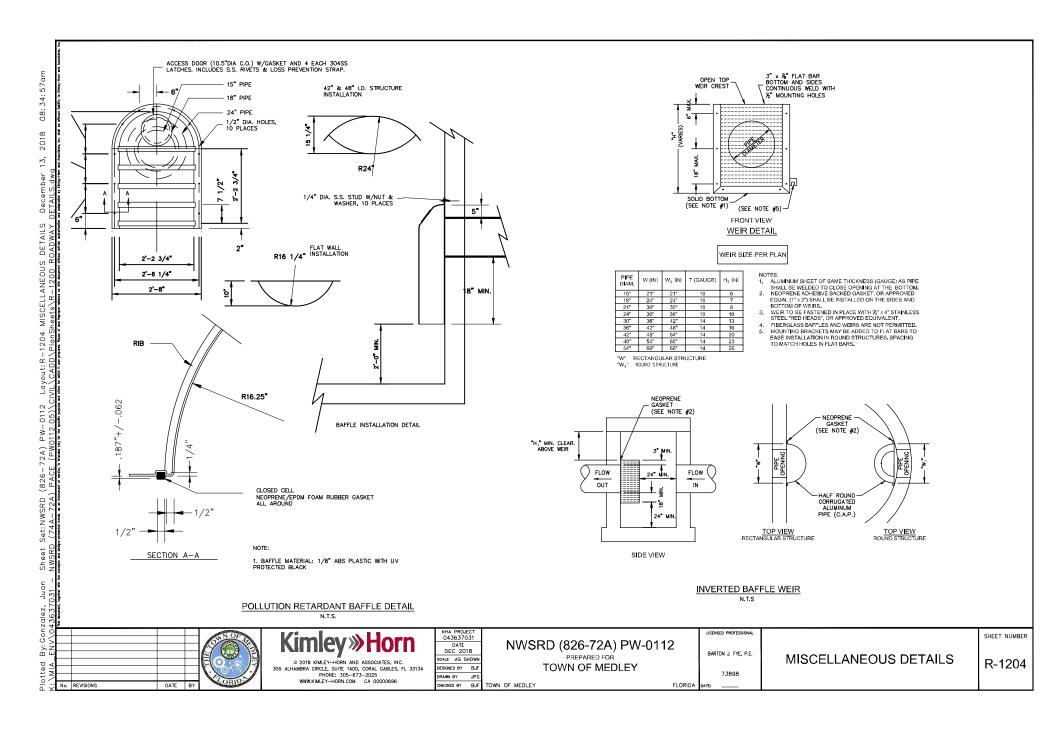
CHECKED BY BJF TOWN OF MEDLEY

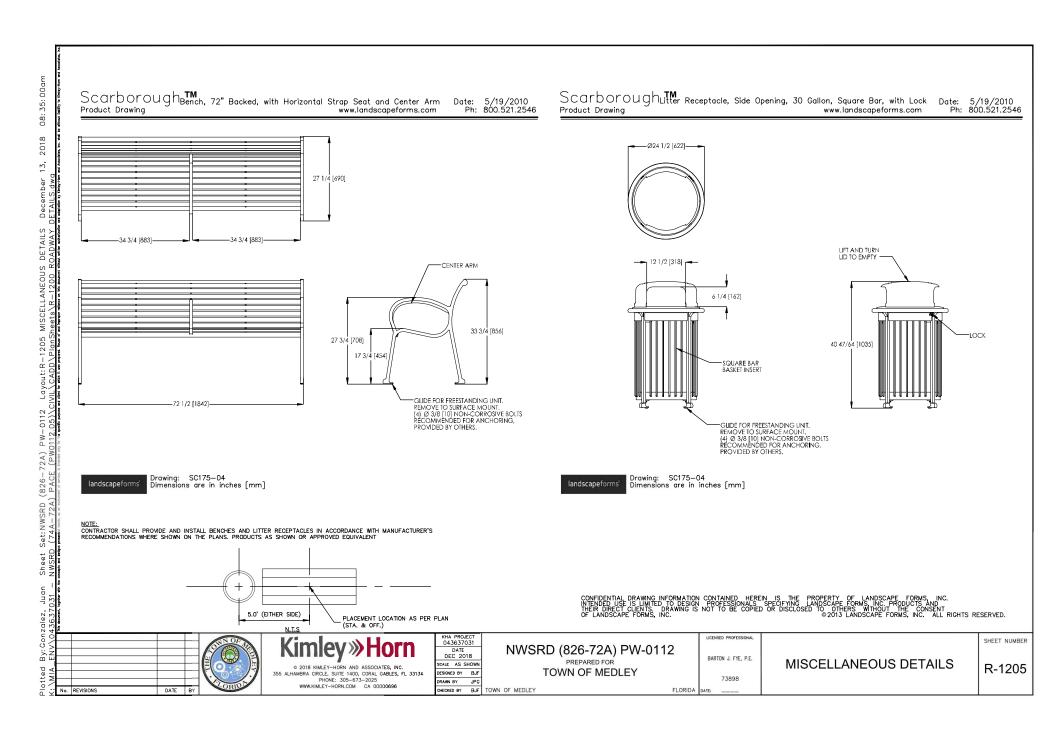
FLORIDA

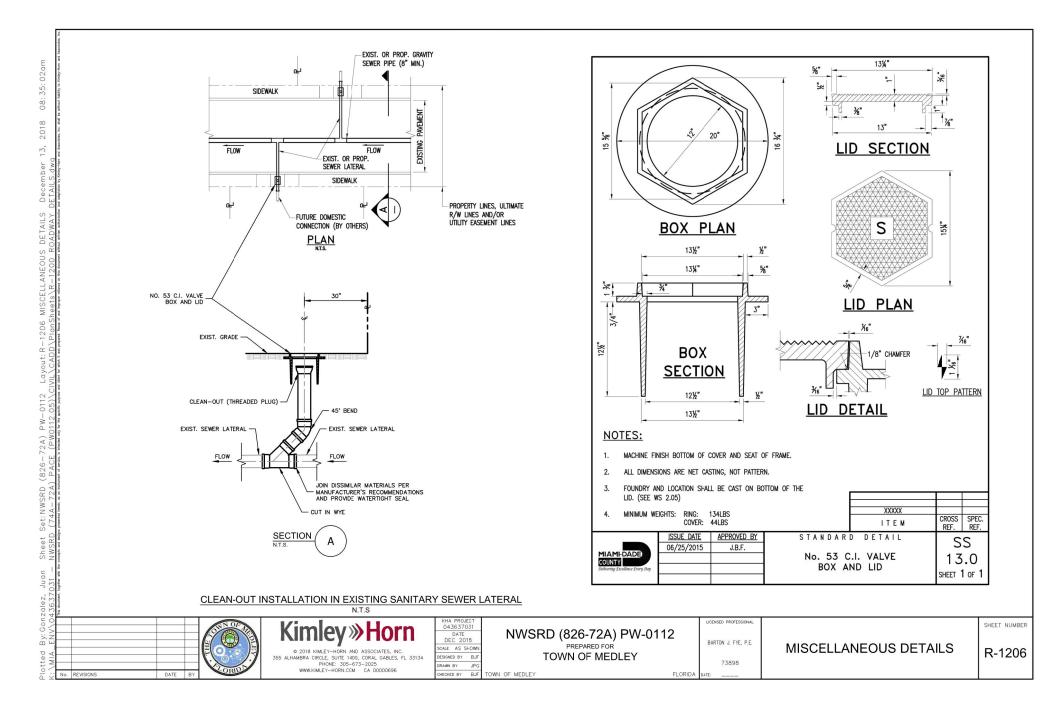
6"

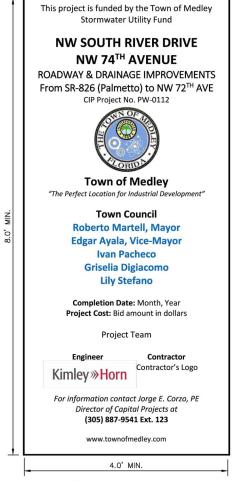
APPROVED BY

E.A.V.









SIGN DETAIL SIGN NUMBER CUSTOM1 WIDTH x HGHT. 2'-6" x 2'-6" BORDER WIDTH 0.63" CORNER RADIUS 1.13" MOUNTING Ground BACKGROUND TYPE: Reflective COLOR: White LEGEND/BORDER TYPE: Reflective **MUST TURN** COLOR: Black/Black AT THE NEXT SYMBOL ROT X WID HT Υ **STREET** 26.6\* Panel Style: regulatory.ssi Dimensions are in inches tenths Letter locations are panel edge to lower left corner LETTER POSITIONS (X) LENGTH SERIES/SIZE R D 2000 U С 2.6 7.9 9.7 12.7 15 17.6 20.3 23 25.4 24.9 3 5.6 S U R Ν D 2000 3.8 6.9 9.4 11.7 13.5 16.5 18.9 21.6 24.2 22.4 3 Н Ε Ν Ε Т D 2000 Т Т Х 9.3 11.6 4.4 6.3 14.4 16.2 19.2 22 24.2 26.4 26.6 3 R Ε Ε D 2000 13.5 3 8.3 10.5 12.9 15.4 17.8 19.9

THIS PROJECT SIGN MUST BE DISPLAYED AT ALL TIMES DURING CONSTRUCTION AT PROJECT BEGINNING AND END (REFER TO PLANS FOR LOCATION)

CONTRACTOR SHALL PROVIDE SHOP DRAWING/SUBMITTAL WITH COMPLETED PROJECT INFORMATION FOR REVIEW PRIOR TO FABRICATION.

PROJECT SIGN DETAIL

ORUE.

Kimley » Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.

© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 55 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025 WWW.KIMLEY-HORN.COM CA 00000696

KHA PRO	JECT
043637	7031
DATE	
DEC 2	018
SCALE AS	SHOWN
DESIGNED BY	BJF

CHECKED BY BUF

TOWN OF MEDLEY

NWSRD (826-72A) PW-0112

TOWN OF MEDLEY

73898 FLORIDA DATE: \_\_\_\_

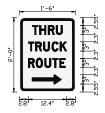
LICENSED PROFESSIONAL

BARTON J. FYE, P.E.

MISCELLANEOUS DETAILS

SHEET NUMBER

SIGN DETAIL



SIGN NUMBER	CUST_THRU_RT
WIDTH x HGHT.	1'-6" x 2'-0"
BORDER WIDTH	0.63"
CORNER RADIUS	1.13"
MOUNTING	Ground
BACKGROUND	TYPE: Reflective
	COLOR: White
LEGEND/BORDER	TYPE: Reflective
	COLOR: Black/Black

SYMBOL	ROT	Х	Υ	WID	НТ
AR_THRU	270	4.1	2.5	3	9.4

Panel Style: regulatory.ssi Dimensions are in inches.tenths Letter locations are panel edge to lower left corner

		LETTER POSITIONS (X)									L	.ENGT	SERIES/SIZE		
İ	Т	Н	R	U											D 2000
	4.2	6.5	9.2	11.8										9.7	3
Ī	Т	R	U	С	К										D 2000
	2.8	5.1	7.7	10.4	13.1									12.4	3
	R	0	U	T	E										D 2000
	2.8	5.3	8.1	10.6	12.9									11.9	3

SIGN DETAIL



MOUNTING		Ground					
BACKGROUN	О	TYPE:	Re	flective	e		
		COLO	R: Wh	ite			
LEGEND/BOF	RDER	TYPE: Reflective					
		COLOR: Black/Black					
SYMBOL	ROT	Х	Υ	WID	нт		
AR_THRU	90	4.1	2.5	3	9.4		

0.63"

CUST\_THRU\_LT

1'-6" x 2'-0"

SIGN NUMBER

WIDTH x HGHT.

BORDER WIDTH

CORNER RADIUS 1.13"

Panel Style: regulatory.ssi Dimensions are in inches.tenths Letter locations are panel edge to lower left corner

	LETTER POSITIONS (X) LENGTH										H SERIES/SIZE		
Т	Н	R	U										D 2000
4.2	6.5	9.2	11.8									9.7	3
T	R	U	С	К									D 2000
2.8	5.1	7.7	10.4	13.1								12.4	3
R	0	U	Т	Е									D 2000
2.8	5.3	8.1	10.6	12.9								11.9	3



KHA PROJE 0436370				
DATE DEC 201	18		Ν	1WSI
SCALE AS SI	HOWN			
DESIGNED BY	BJF			
DRAWN BY	JPG			
CHECKED BY	BJF	TOWN	OF	MEDLEY

NWSRD (826-72A) PW-0112

TOWN OF MEDLEY

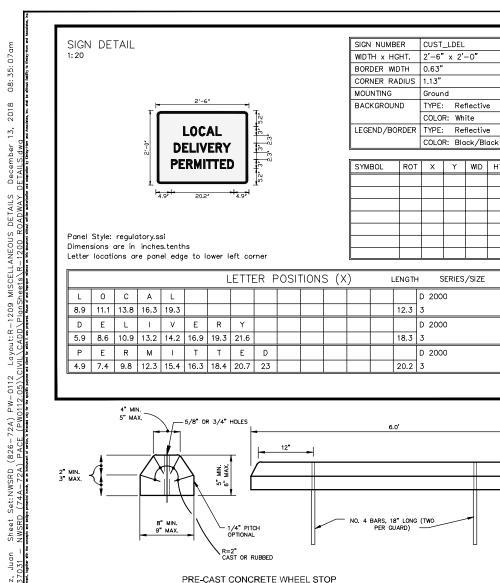
73898 FLORIDA

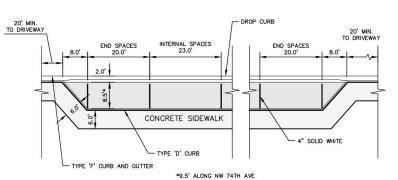
LICENSED PROFESSIONAL

BARTON J. FYE, P.E.

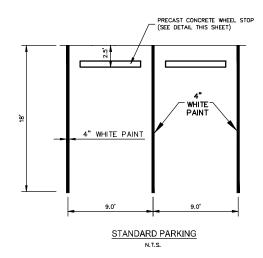
**MISCELLANEOUS DETAILS** 

SHEET NUMBER





STANDARD PARALLEL PARKING N.T.S.



# PRE-CAST CONCRETE WHEEL STOP

By:

@ 2018 KIMLEY-HORN AND ASSOCIATES, INC. 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025 WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT 043637031 DATE DEC 2018 SCALE AS SHOWN DESIGNED BY BUT DRAWN BY JPG HECKED BY BJF TOWN OF MEDLEY

NWSRD (826-72A) PW-0112 PREPARED FOR TOWN OF MEDLEY

ΗТ

2" MIN.

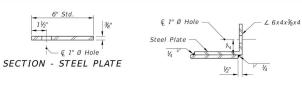
73898 FLORIDA

LICENSED PROFESSIONAL

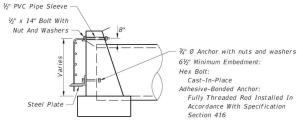
BARTON J. FYE, P.E.

MISCELLANEOUS DETAILS

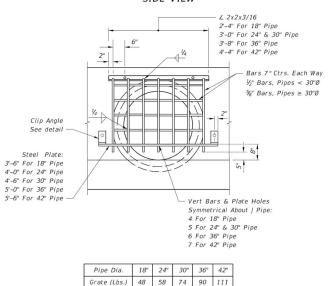
SHEET NUMBER



#### CLIP DETAIL



#### SIDE VIEW



FRONT VIEW

Note: Guards to be constructed only at locations specifically called for in plans.

## MODIFIED FDOT DETAIL OF GUARD AT PIPE END (MANATEE GRATE)

N.T.S.

LENV /						
M						
ار	No.	REVISIONS	DATE	BY	ORID	

Kimley >>> Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.

© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673—2025 WWW.KIMLEY-HORN.COM CA 00000696

KHA PRO	JECT
043637	7031
DATE	
DEC 2	018
SCALE AS	SHOWN
DESIGNED BY	BJF
DRAWN BY	JPG

CHECKED BY BJF TOWN OF MEDLEY

NWSRD (826-72A) PW-0112

TOWN OF MEDLEY

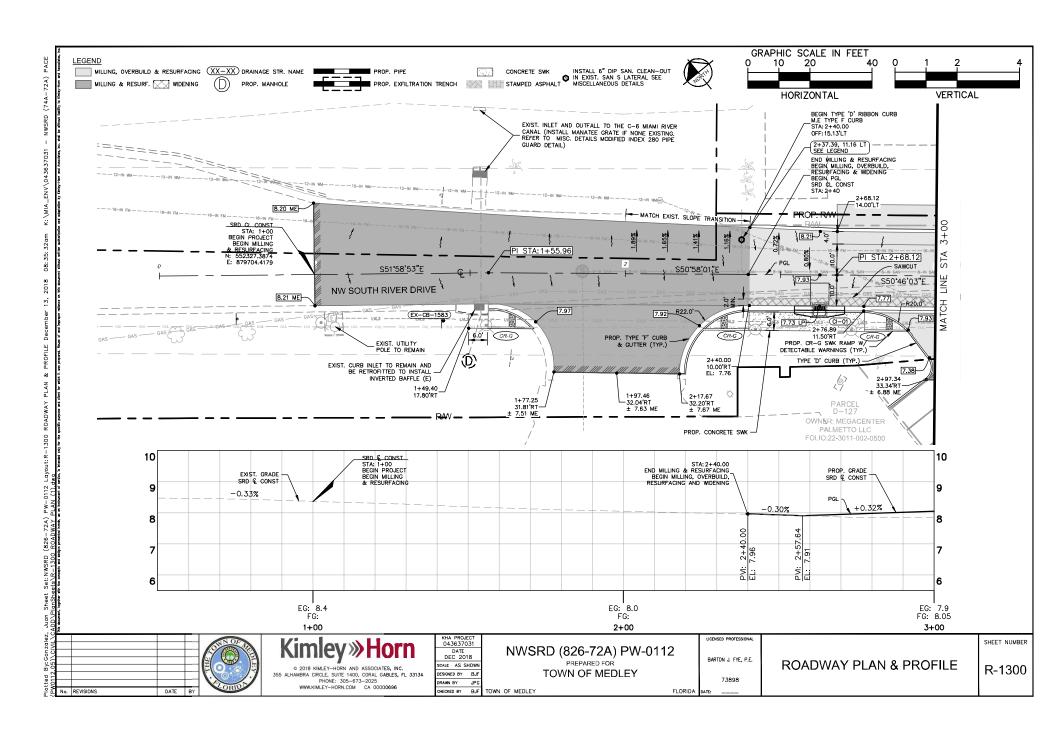
73898 FLORIDA DATE: \_\_\_\_

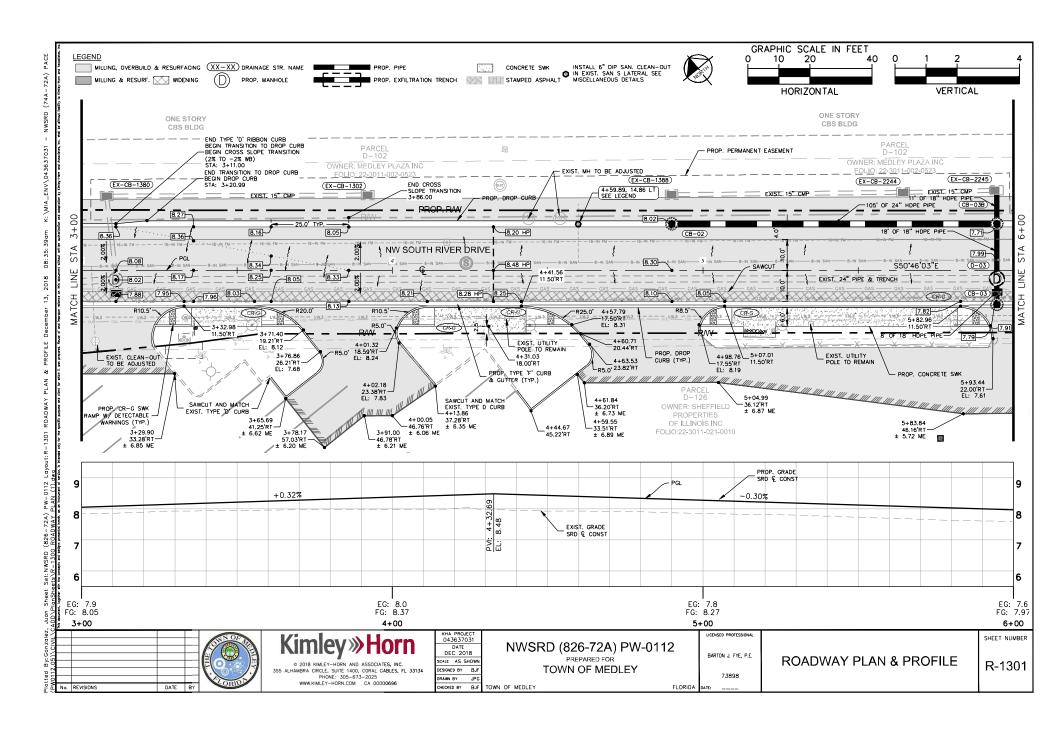
LICENSED PROFESSIONAL

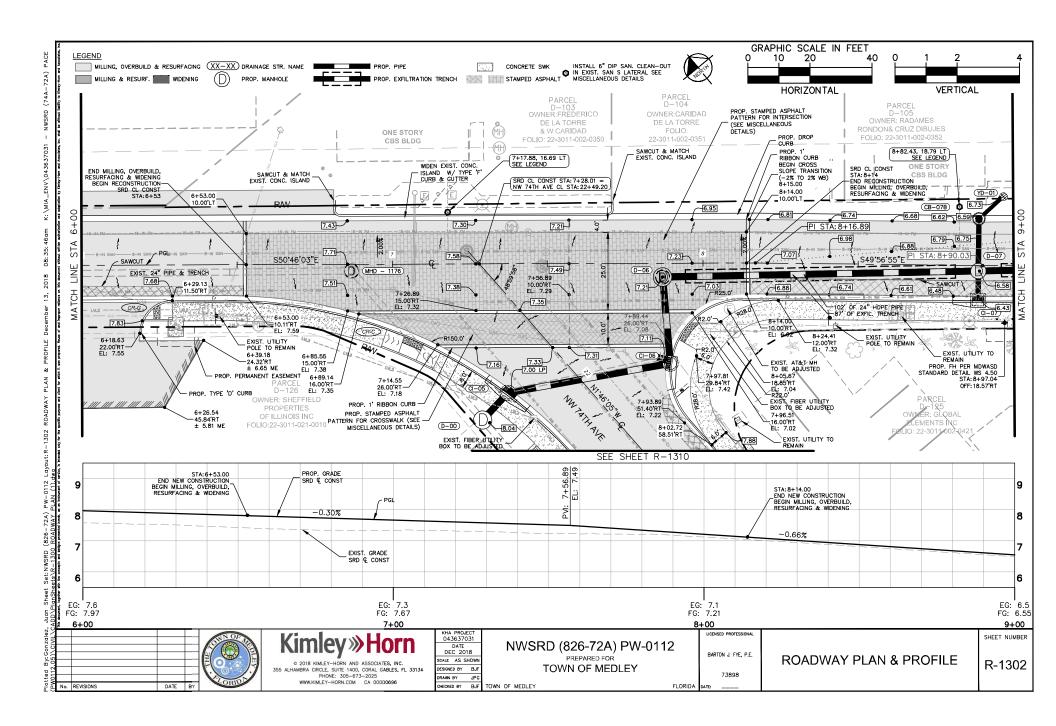
BARTON J. FYE, P.E.

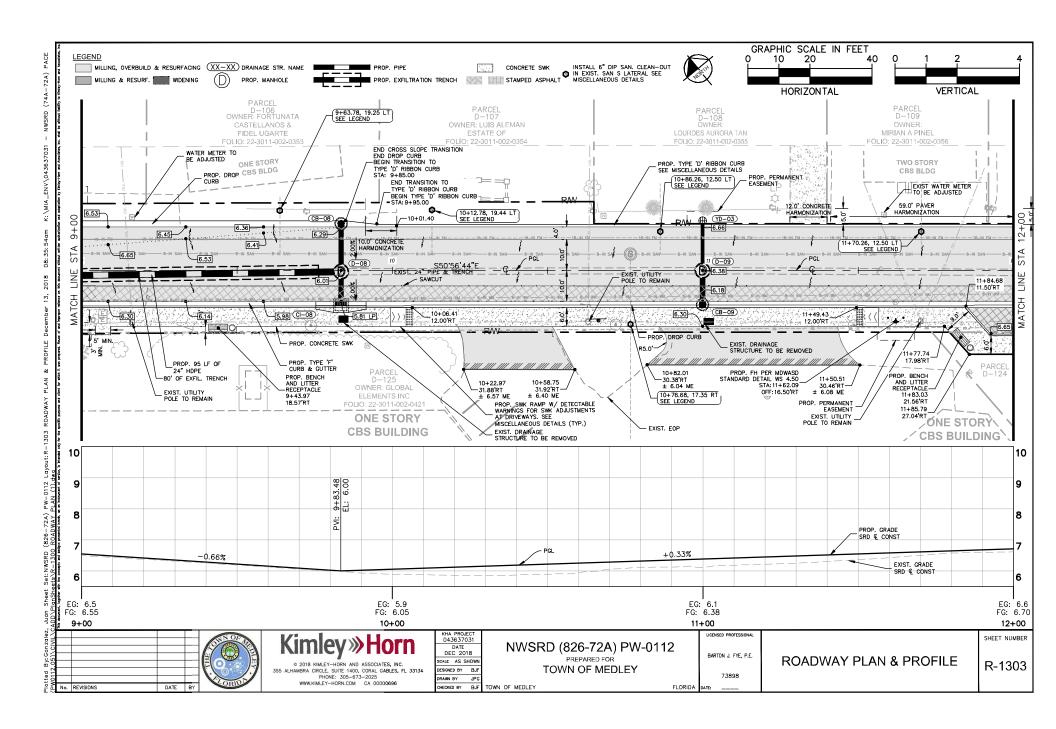
MISCELLANEOUS DETAILS

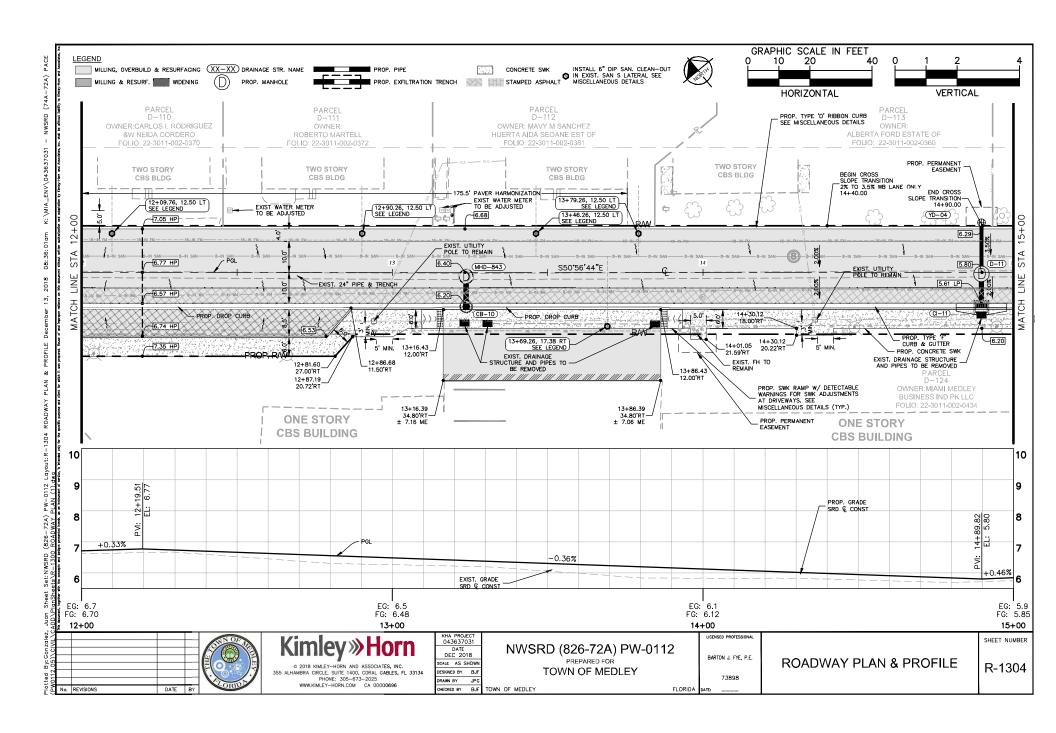
SHEET NUMBER

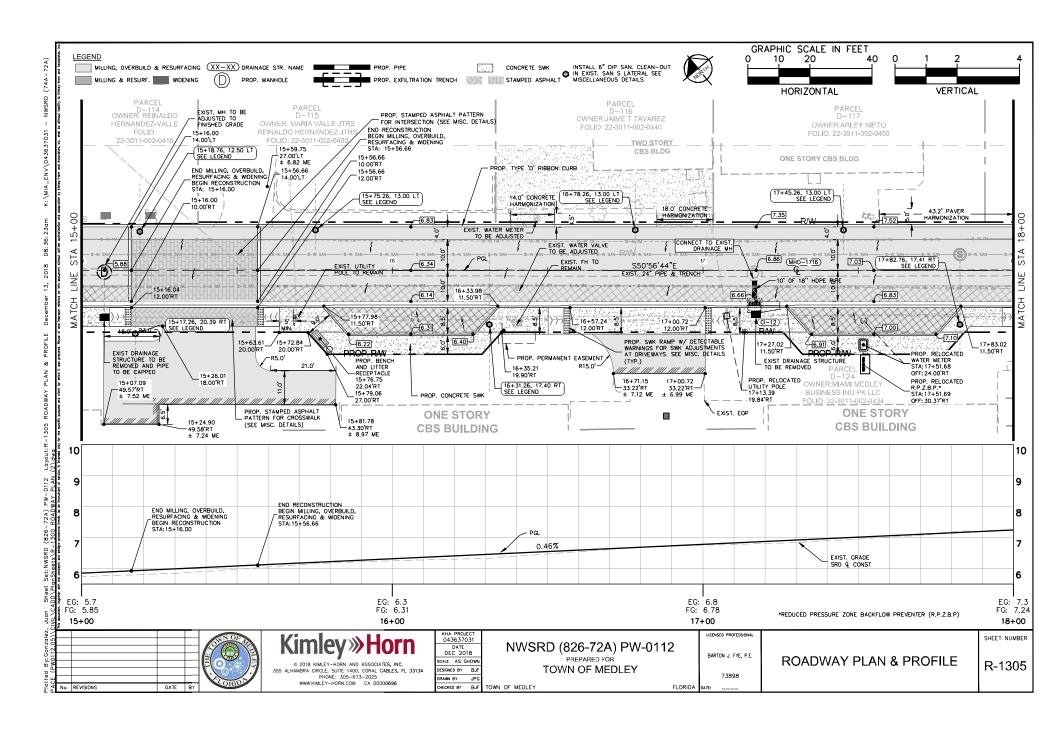


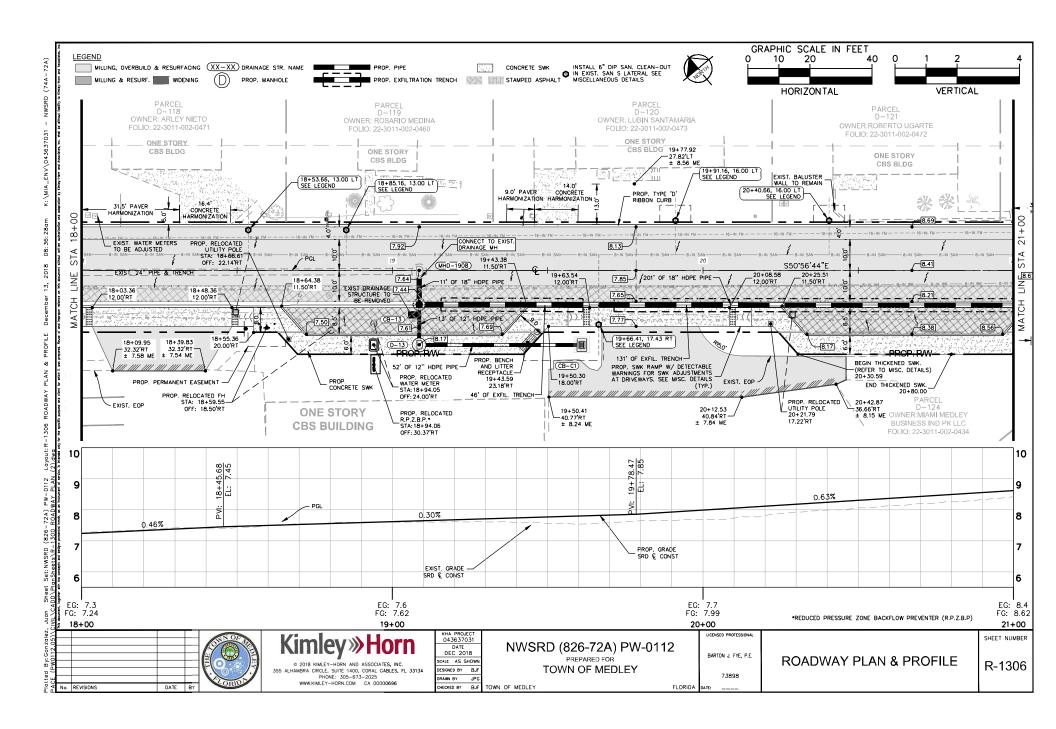


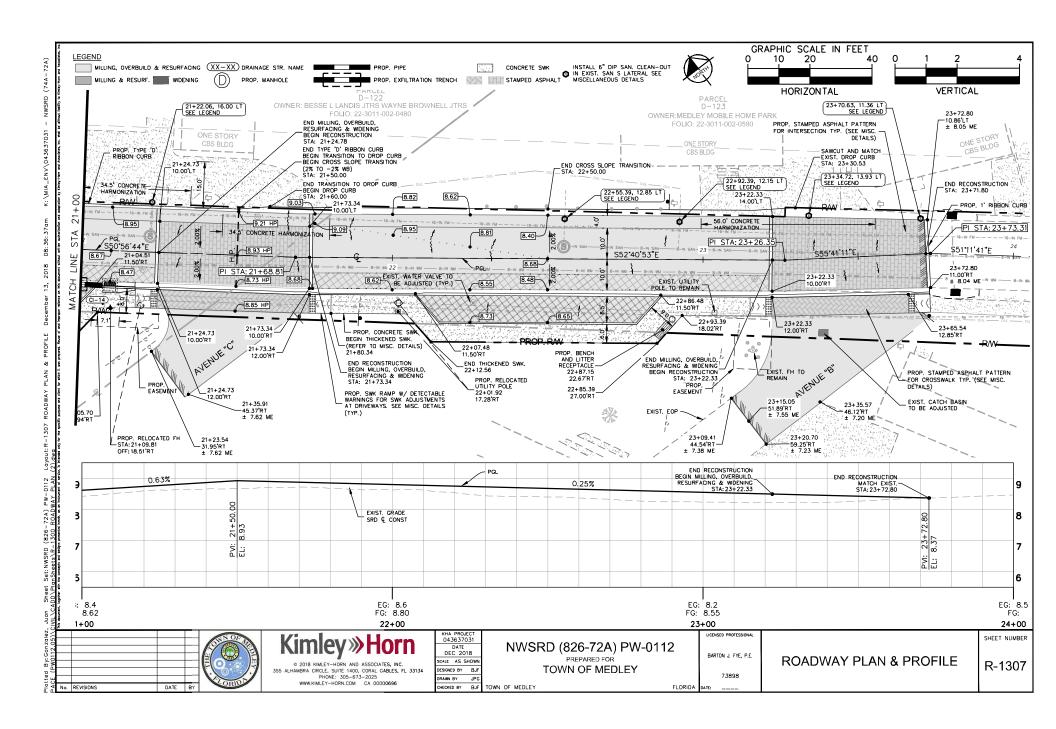


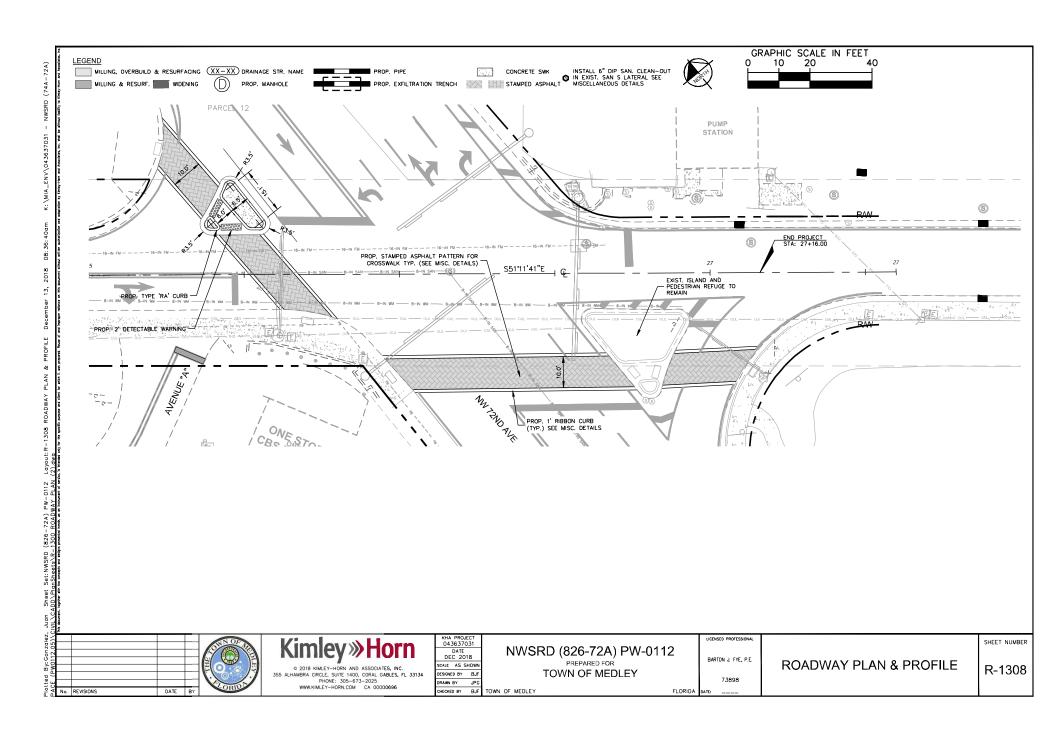


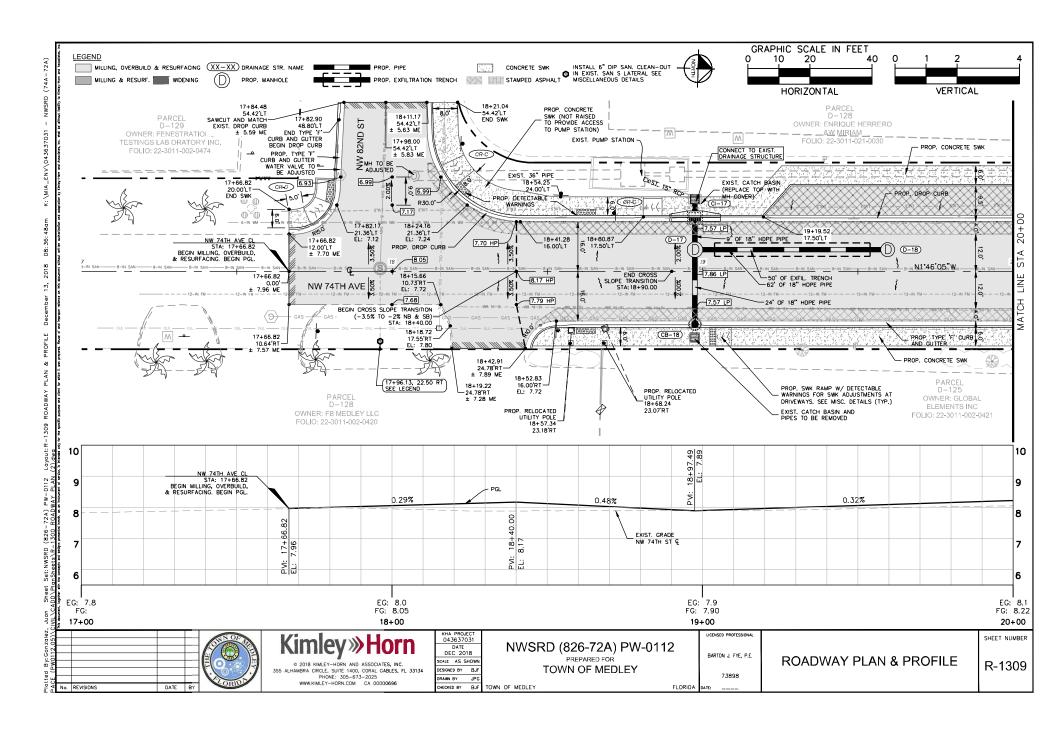


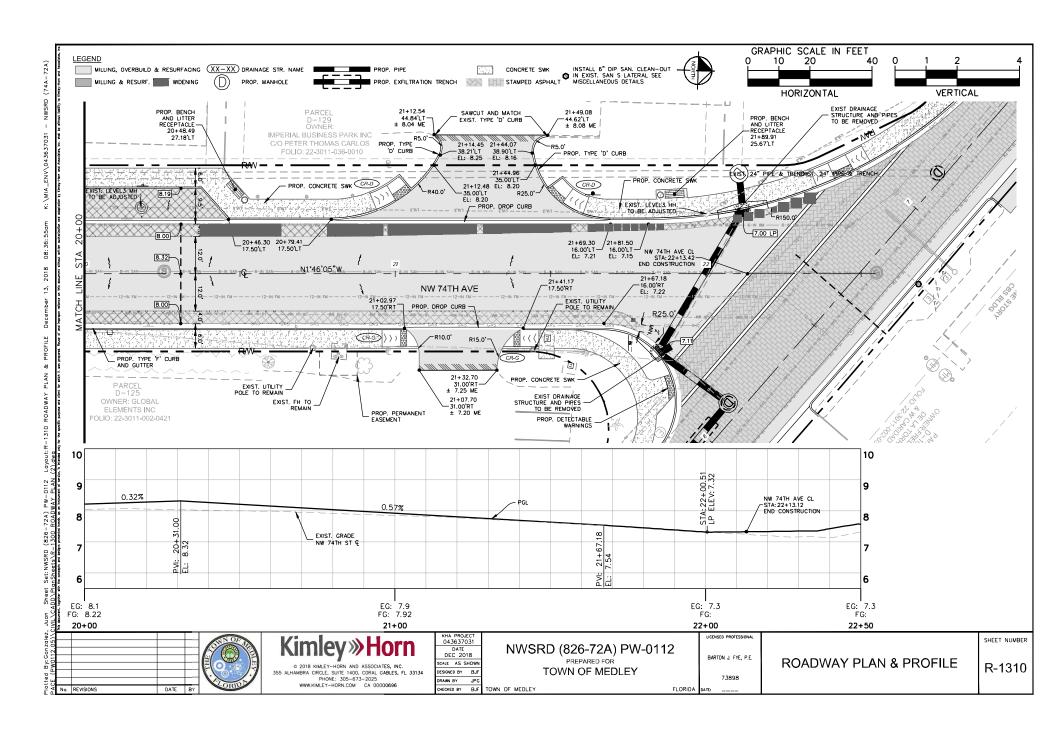












STATION	OFFSET FT	ALIGNMENT	STR. NO.	DESCRIPTION	CONNECTED PIPES	BOTTON
2+62.62	8.13 RT	SRD CL CONST	CI-01	CURB INLET TYPE J-6 (5'WX10'L) CUT IN AND CONNECT TO EXIST. 24" PIPE	INV: 1.00 (SE) - EXIST. 24" PIPE INV: 1.00 (NW) - EXIST. 24" PIPE	-1.50
4+90.00	15.00 LT	SRD CL CONST	CB-02	TYPE 'V' CATCH BASIN GUTTER INLET (D-4 BOTTOM) PER CITY OF MIAMI STANDARD DETAILS SD-4 & SD-7	INV: 3.90 (SE) - 24" HDPE	-0.07
5+94.66	2.68 RT	SRD CL CONST	D-03	MH TYPE P-8 (4.0' DIA) INDEX NO'S 200-201 CONNECT TO EXIST 24" PIPE (NW) CONNECT TO EXIST 24" PIPE (SE)	INV: 3.46 (NE) - 18" HDPE INV: 0.06 (SW) - 18" HDPE INV: 1.05 (SE) - EXIST. 24" PIPE & TRENCH INV: 1.05 (NW) - EXIST. 24" PIPE & TRENCH	-3.44
5+94.66	15.00 LT	SRD CL CONST	CB-03B	TYPE 'V' CATCH BASIN GUTTER INLET (D-4 BOTTOM) PER CITY OF MIAMI STANDARD DETAILS SD-4 & SD-7	INV: 3.46 (SW) — 18" HDPE INV: 3.46 (NE) — 18" HDPE INV: 3.38 (NW) — 24" HDPE	1.62
5+94.66	11.00 RT	SRD CL CONST	CB-03	TYPE 'V' CATCH BASIN GUTTER INLET (D-4 BOTTOM) PER CITY OF MIAMI STANDARD DETAILS SD-4 & SD-7	INV: 0.06 (NE) - 18" HDPE	-2.30
7+28.94	50.25 RT	SRD CL CONST	D-00	MH TYPE J-8 (5' DIA) INDEX NO'S 200-201 CONNECT TO EXIST 24" PIPE (S) CONNECT TO EXIST 24" PIPE (N)	INV: 0.32 (E) - 24" HDPE INV: 2.00 (N) - EXIST. 24" PIPE & TRENCH INV: 2.00 (S) - EXIST. 24" PIPE & TRENCH	-3.18
7+37.04	41.53 RT	SRD CL CONST	CI-05	TYPE P-6 CUSTOM CURB INLET (4' DIA) ON CURVE W/ INVERTED BAFFLE (W) INDEX 200 & 211	INV: -5.01 (SE) - 24" HDPE INV: 0.18 (W) - 24" HDPE	-7.01
7+89.42	32.25 RT	SRD CL CONST	CI-06	TYPE J-5 CUSTOM CURB INLET (5' DIA) ON CURVE INDEXES 200 & 211	INV: -4.85 (NW) - 24" HDPE INV: 1.57 (NE) - 24" HDPE	-6.85
8+88.69	11.25 RT	SRD CL CONST	CI-07	TYPE P-5 CURB INLET (3.5' DIA) INDEXES 200 & 211	INV: -2.25 (NE) - 18" HDPE	-4.25
8+88.69	15.00 LT	SRD CL CONST	CB-07B	TYPE 'V' CATCH BASIN GUTTER INLET (D-4 BOTTOM) PER CITY OF MIAMI STANDARD DETAILS SD-4 & SD-7	INV: -2.25 (SW) - 18" HDPE INV: 3.58 (E) - 12" HDPE	-4.25
8+88.71	1.84 RT	SRD CL CONST	D-07	MH TYPE P-8 (4.0° DIA) INDEX NO'S 200-201	INV: 0.40 (NW) - 24" HDPE INV: -0.85 (SE) - 24" HDPE INV: -2.25 (NE) - 18" HDPE INV: -2.25 (SW) - 18" HDPE	-5.75
8+96.90	22.10 LT	SRD CL CONST	YD-01	12" YARD DRAIN (NYLOPLAST DRAIN BASIN W/ STD GRATE OR APPROVED EQUAL)	INV: 3.68 (W) — 12" HDPE	3.18
9+83.48	11.25 RT	SRD CL CONST	CI-08	TYPE P-6 CURB INLET (3.5' DIA) INDEXES 200 & 211	INV: -0.75 (NE) - 18" HDPE	-3.71
9+83.51	15.00 LT	SRD CL CONST	CB-08	TYPE 'V' CATCH BASIN GUTTER INLET (D-4 BOTTOM) PER CITY OF MIAMI STANDARD DETAILS SD-4 & SD-7	INV: -1.77 (SW) - 18" HDPE	-3.77
9+83.51	0.44 RT	SRD CL CONST	D-08	MH TYPE J-8 (5' DIA) INDEX 200 & 201 CONNECT TO EXIST 24" PIPE (SE)	INV: -0.85 (NW) - 24" HDPE INV: -0.75 (SW) - 18" HDPE INV: -1.76 (NE) - 18" HDPE INV: -0.85 (SE) - EXIST. 24" PIPE & TRENCH	-5.26
10+99.89	16.00 LT	SRD CL CONST	YD-03	12" YARD DRAIN (NYLOPLAST DRAIN BASIN W/ STD GRATE OR APPROVED EQUAL)	INV: -0.41 (SW) - 12" HDPE	-0.91
10+99.89	11.00 RT	SRD CL CONST	CB-09	TYPE 'V' CATCH BASIN GUTTER INLET (D-4 BOTTOM) PER CITY OF MIAMI STANDARD DETAILS SD-4 & SD-7	INV: -0.41 (NE) - 18" HDPE	-1.91
13+23.78	11.00 RT	SRD CL CONST	CB-10	TYPE 'V' CATCH BASIN GUTTER INLET (D-4 BOTTOM) PER CITY OF MIAMI STANDARD	INV: -0.07 (NE) - 18" HDPE	-2.07

STRUCTURE TABLE						
STATION	TATION OFFSET FT ALIGNMENT STR. NO. DESCRIPTION		DESCRIPTION	CONNECTED PIPES	BOTTOM ELEV.	
14+89.67	11.25 RT	SRD CL CONST	CI-11	TYPE P-6 CURB INLET (3.5' DIA) INDEXES 200 & 211	INV: -0.68 (NE) - 18" HDPE	-3.92
14+89.67	16.00 LT	SRD CL CONST	YD-04	12" YARD DRAIN (NYLOPLAST DRAIN BASIN W/ STD GRATE OR APPROVED EQUAL)	INV: -1.51 (SW) - 12" HDPE	-2.01
14+89.67	0.50 RT	SRD CL CONST	D-11	MH TYPE P-8 (4' DIA) INDEX 200 & 201 CONNECT TO EXIST 24" PIPE (NW) CONNECT TO EXIST 24" PIPE (SE)	INV: -0.72 (SW) - 18" HDPE INV: -1.49 (NE) - 12" HDPE INV: 0.64 (NW) - EXIST. 24" PIPE & TRENCH INV: -0.82 (SE) - EXIST. 24" PIPE & TRENCH	-4.99
17+16.64	11.25 RT	SRD CL CONST	CI-12	TYPE P-5 CURB INLET (3.5' DIA) INDEXES 200 & 211	INV: 0.00 (NE) - 18" HDPE	-2.87
19+08.66	24.00 RT	SRD CL CONST	D-13	MH TYPE P-8 (3.5' DIA) INDEX 200 & 201	INV: 3.55 (SE) - 12" HDPE INV: 2.75 (NE) - 12" HDPE	0.75
19+08.66	11.00 RT	SRD CL CONST	CB-13	TYPE 'V' CATCH BASIN GUTTER INLET (D-4 BOTTOM) PER CITY OF MIAMI STANDARD DETAILS SD-4 & SD-7	INV: 2.50 (SE) - 18" HDPE INV: 0.74 (NE) - 18" HDPE INV: 2.75 (SW) - 12" HDPE	-2.76
19+61.00	24.00 RT	SRD CL CONST	CB-C1	PRECAST DITCH BOTTOM INLET TYPE C (INDEX 232)	INV: 4.12 (NW) - 12" HDPE	2.12
21+09.39	11.25 RT	SRD CL CONST	CI-14	TYPE P-5 CURB INLET (3.5' DIA) INDEXES 200 & 211	INV: 2.50 (NW) - 18" HDPE	0.50

	STRUCTURE TABLE						
STATION OFFSET FT ALIGNMENT STR. NO.				DESCRIPTION	CONNECTED PIPES	BOTTOM ELEV.	
18+97.49	17.25 LT	NW 74TH AVE CL	CI-17	TYPE P-6 CURB INLET (4' DIA) INDEXES 200 & 211 WITH INVERTED BAFFLE (W)	INV: 2.70 (E) - 18" HDPE INV: 0.68 (W) - 18" HDPE	-1.95	
18+97.49	7.00 LT	NW 74TH AVE CL	D-17	MH TYPE P-8 (4' DIA) INDEX 200 & 201	INV: 2.73 (E) - 18" HDPE INV: 2.90 (N) - 18" HDPE INV: 2.70 (W) - 18" HDPE	-0.80	
18+97.49	17.00 RT	NW 74TH AVE CL	CB-18	TYPE 'V' CATCH BASIN GUTTER INLET (D-4 BOTTOM) PER CITY OF MIAMI STANDARD DETAILS SD-4 & SD-7	INV: 2.73 (W) - 18" HDPE	0.73	
19+59.56	7.00 LT	NW 74TH AVE CL	D-18	MH TYPE P-8 (3.5' DIA) INDEX 200 & 201	INV: 2.59 (S) - 18" HDPE	0.59	

SAN. CLEAN-OUTS TABLE					
STATION	OFFSET FT	ALIGNMENT			
2+37.39	11.16 LT	SRD CL CONST			
4+59.89	14.86 LT	SRD CL CONST			
7+17.88	16.69 LT	SRD CL CONST			
8+82.43	18.79 LT	SRD CL CONST			
9+63.78	19.25 LT	SRD CL CONST			
10+12.78	19.44 LT	SRD CL CONST			
10+76.68	17.35 RT	SRD CL CONST			
10+86.26	12.50 LT	SRD CL CONST			
11+70.26	12.50 LT	SRD CL CONST			
12+09.76	12.50 LT	SRD CL CONST			
12+90.26	12.50 LT	SRD CL CONST			

		SAN. CLEAN-OUTS TABLE						
T		STATION	OFFSET FT	ALIGNMENT				
		13+46.26	12.50 LT	SRD CL CONST				
٦		13+69.26	17.38 RT	SRD CL CONST				
		13+79.26	12.50 LT	SRD CL CONST				
		15+17.26	20.39 RT	SRD CL CONST				
		15+18.76	12.50 LT	SRD CL CONST				
		15+75.26	13.00 LT	SRD CL CONST				
٦		16+31.26	17.40 RT	SRD CL CONST				
		16+78.26	13.00 LT	SRD CL CONST				
		17+45.26	13.00 LT	SRD CL CONST				
		17+82.76	17.41 RT	SRD CL CONST				
		17+96.13	22.50 RT	NW 74TH AVE CL				
LICENSED PROFESSIONAL								

SAN. CLEAN-OUTS TABLE					
STATION	OFFSET FT	ALIGNMENT			
18+53.66	13.00 LT	SRD CL CONST			
18+85.16	13.00 LT	SRD CL CONST			
19+66.41	17.43 RT	SRD CL CONST			
19+91.16	16.00 LT	SRD CL CONST			
20+40.66	16.00 LT	SRD CL CONST			
21+22.06	16.00 LT	SRD CL CONST			
22+55.39	12.85 LT	SRD CL CONST			
22+92.39	12.15 LT	SRD CL CONST			
23+34.72	13.93 LT	SRD CL CONST			
23+70.63	11.36 LT	SRD CL CONST			

?	щ				
					NOF.
AC					
_					
/2A					FO
A-					
/4	No.	REVISIONS	DATE	BY	ORID

Kimley » Horn

© 2018 KIMEY-HORN AND ASSOCIATES, INC.
355 ALHAMBRA CRCLE, SUITE 1400, CORAL CABLES, FL 33134
PHONE: 305-673-2025
WWKMAMEY-HORN COM CO 00000096

KHA PROJE 0436370			
DATE DEC 201	8		NWS
SCALE AS SI	HOWN		
DESIGNED BY	BJF		
DRAWN BY	JPG		
CHECKED BY	BJF	TOWN	OF MEDLEY

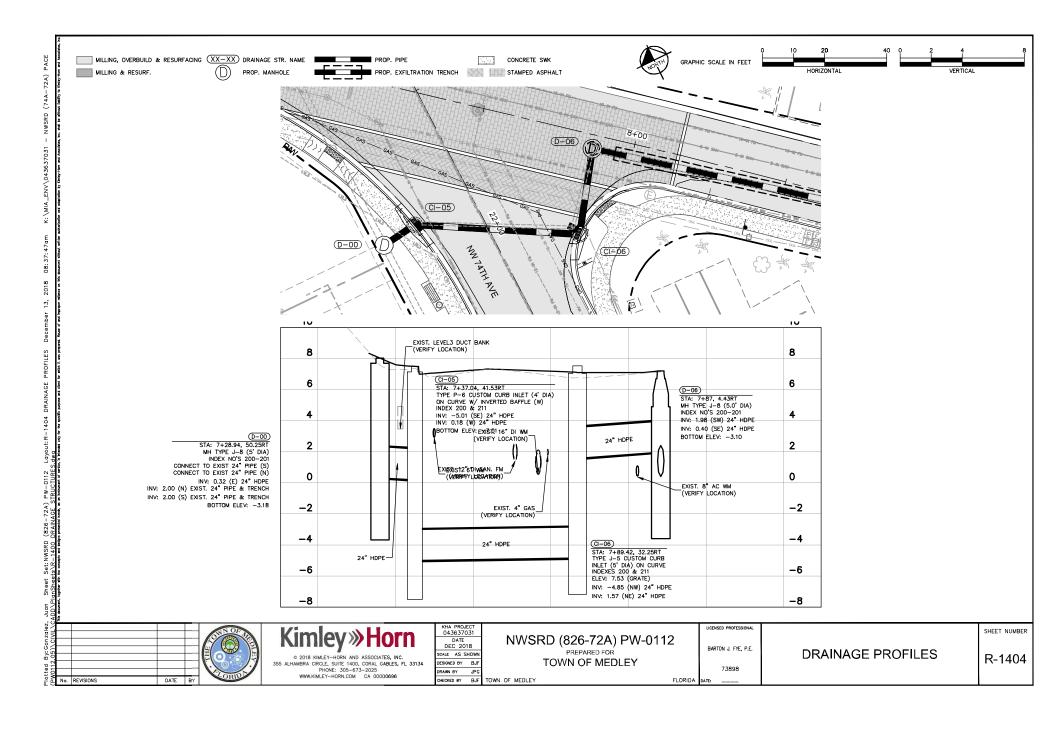
NWSRD (826-72A) PW-0112 PREPARED FOR TOWN OF MEDLEY

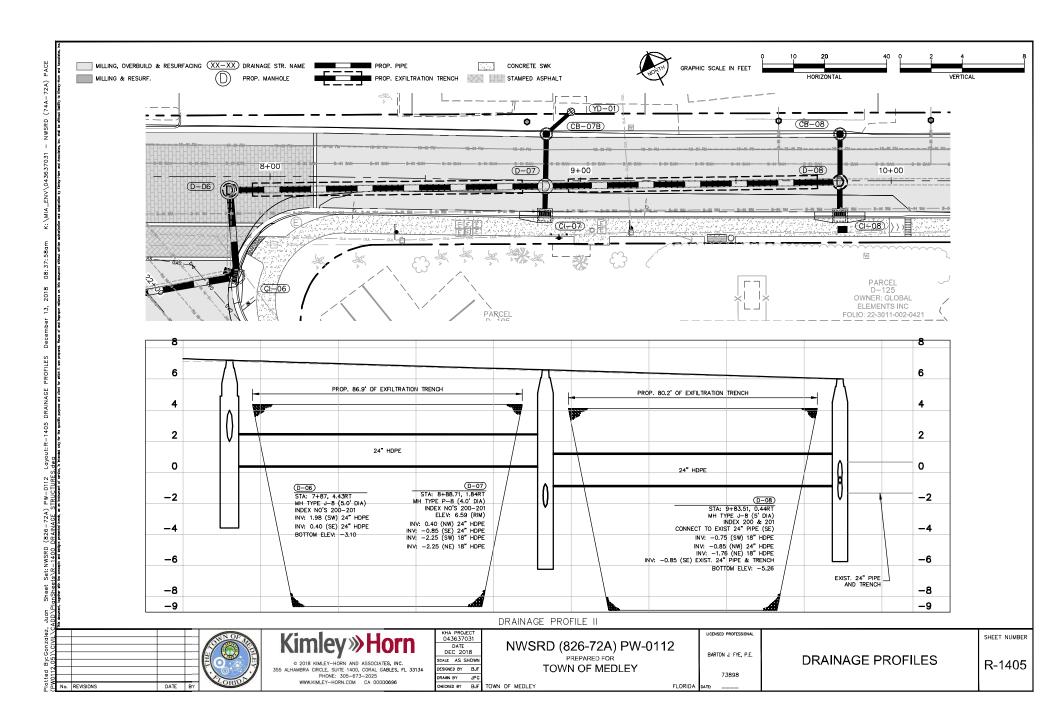
73898 FLORIDA

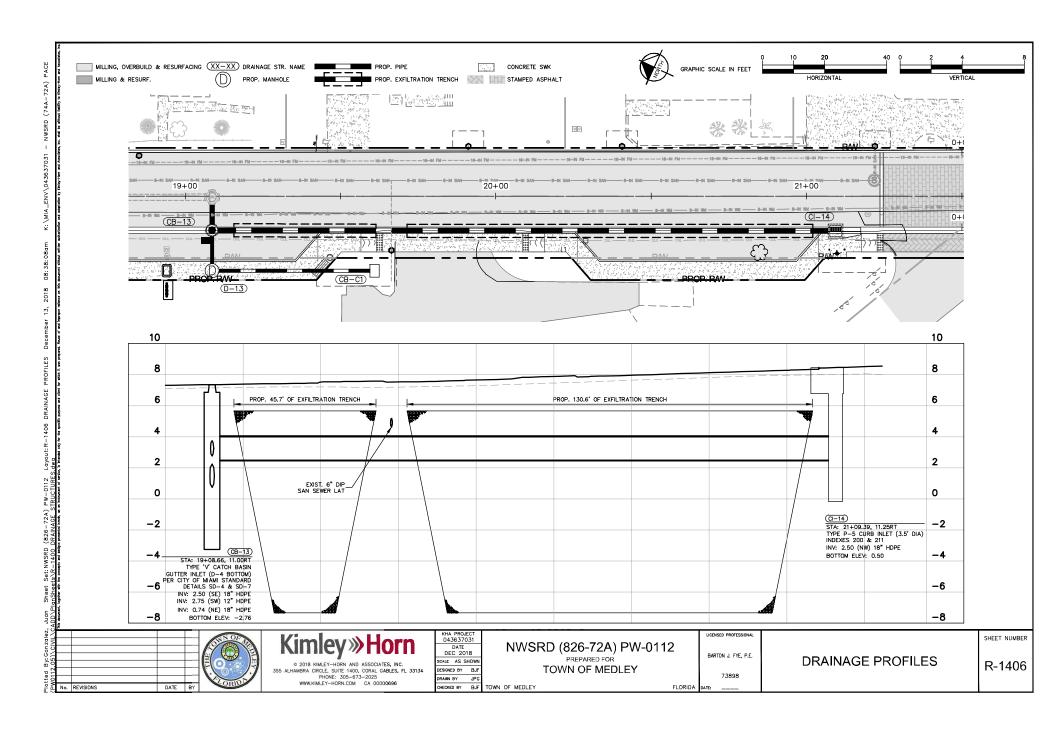
BARTON J. FYE, P.E.

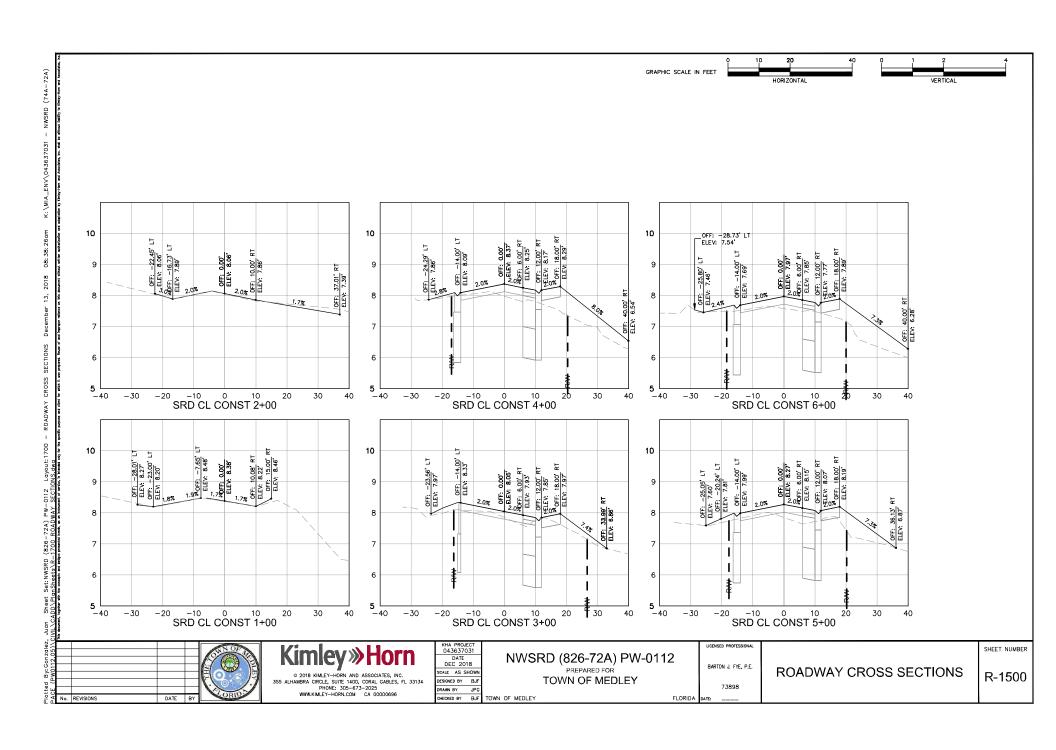
SUMMARY OF DRAINAGE **STRUCTURES** 

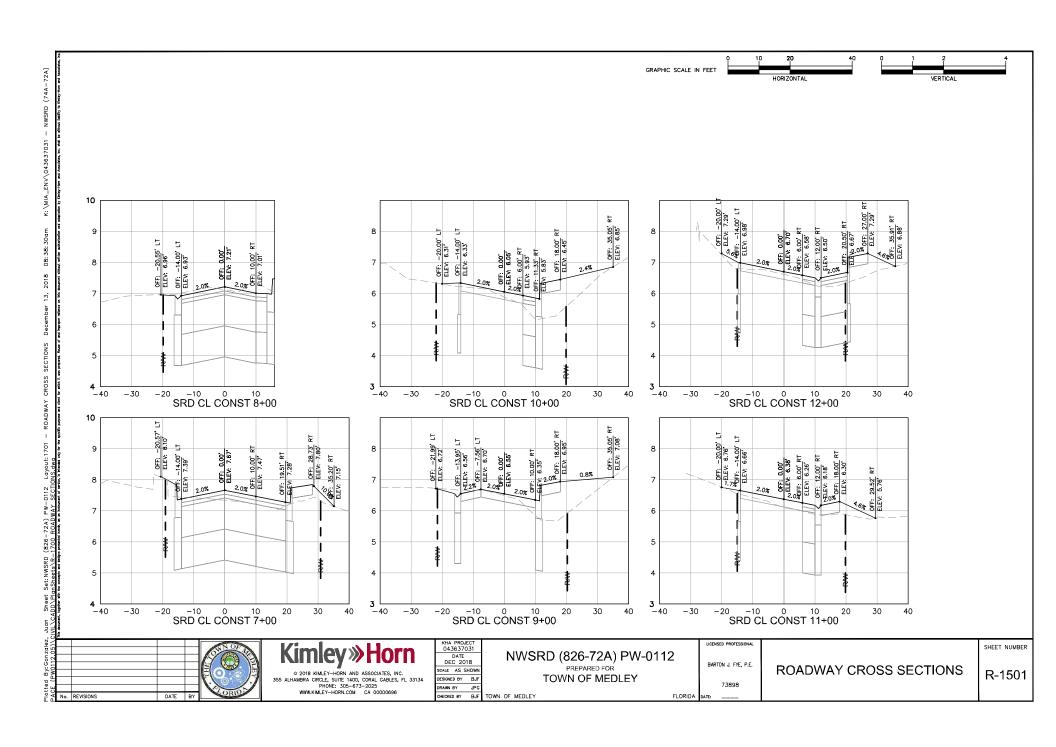
SHEET NUMBER

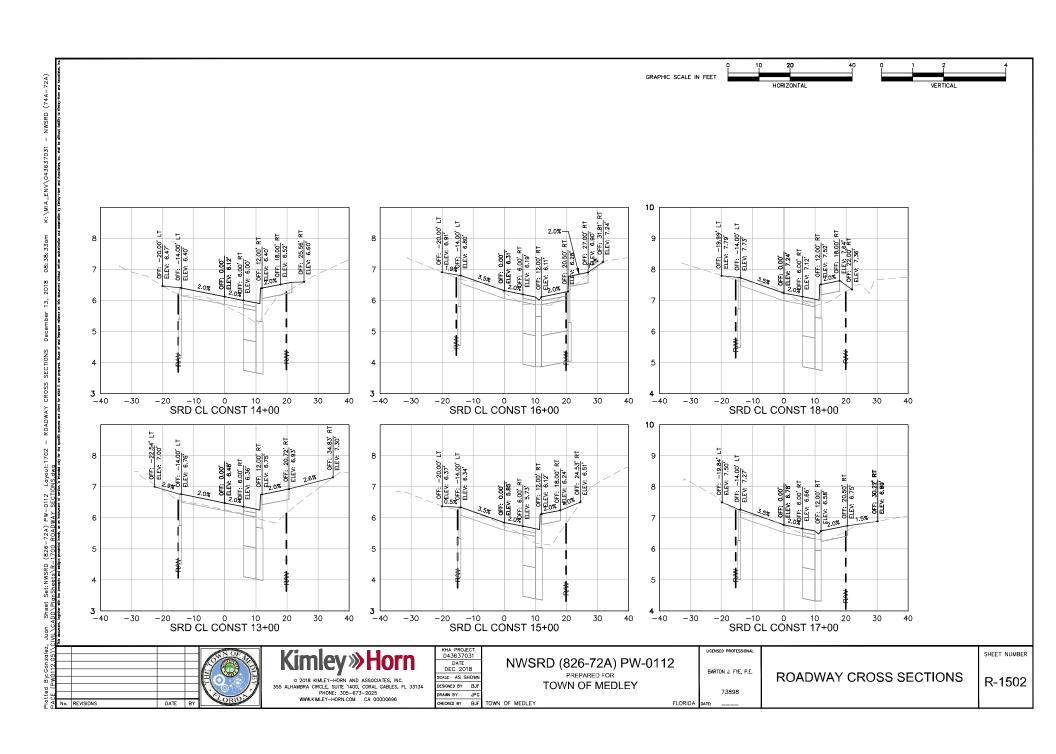


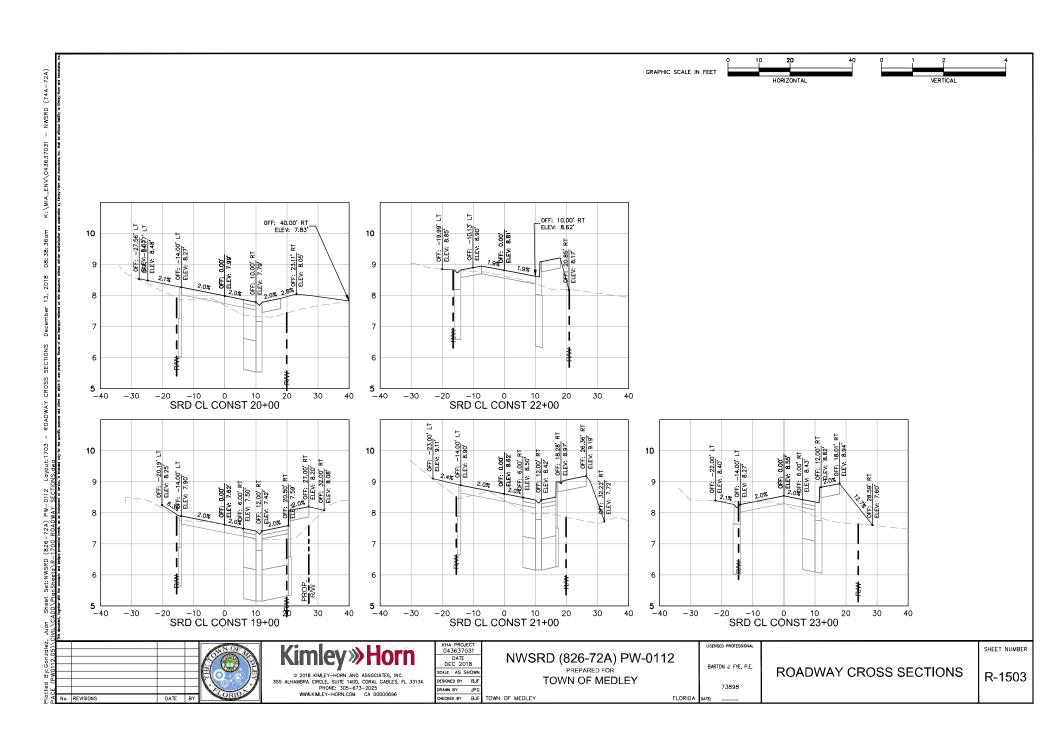


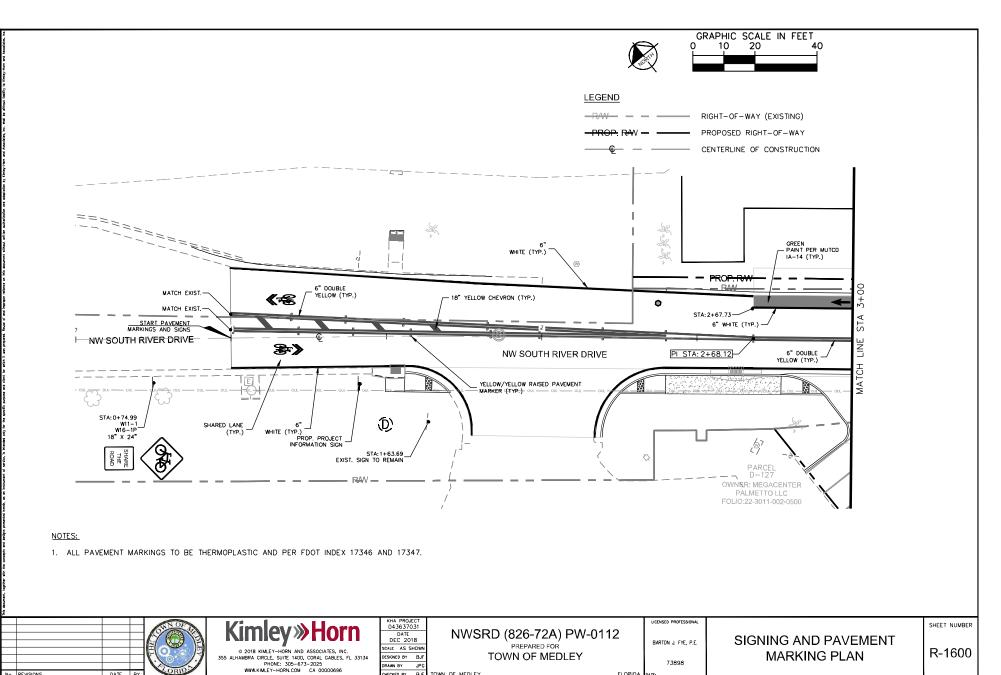












TOWN OF MEDLEY

DESIGNED BY BJF

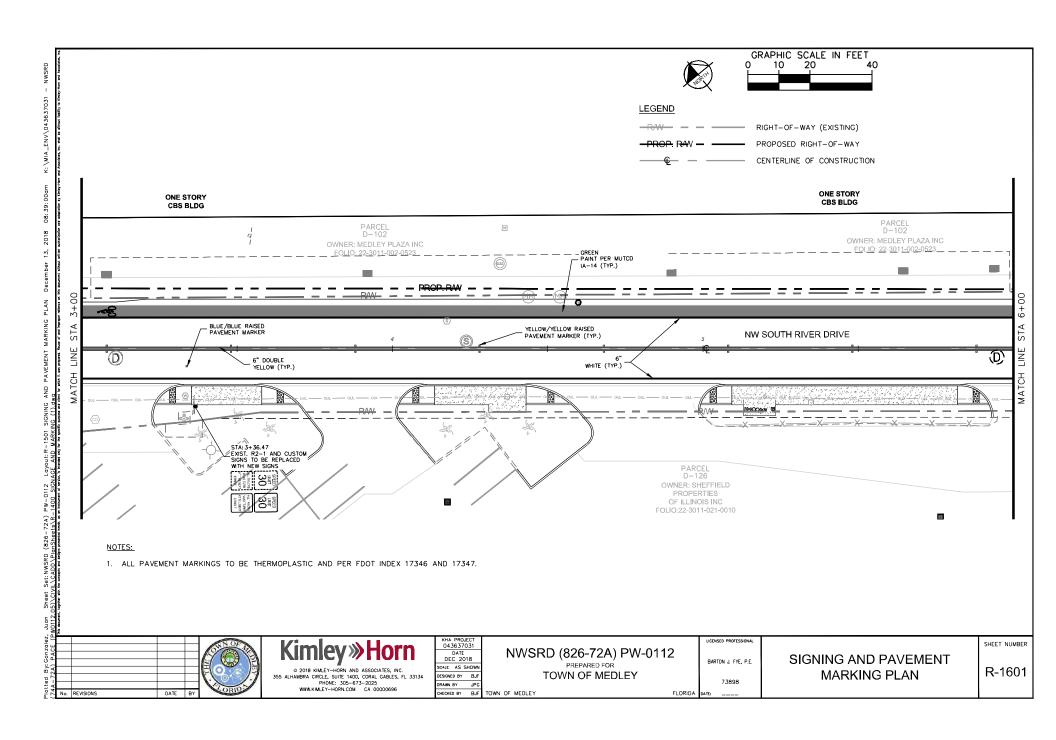
DRAWN BY JPG HECKED BY BUF

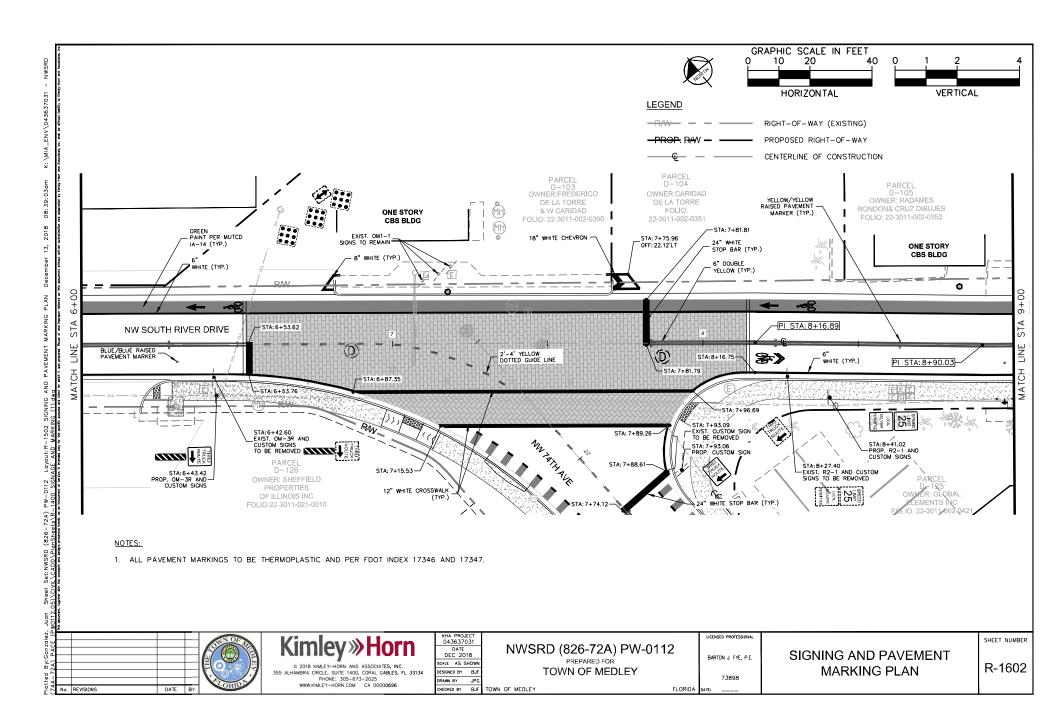
TOWN OF MEDLEY

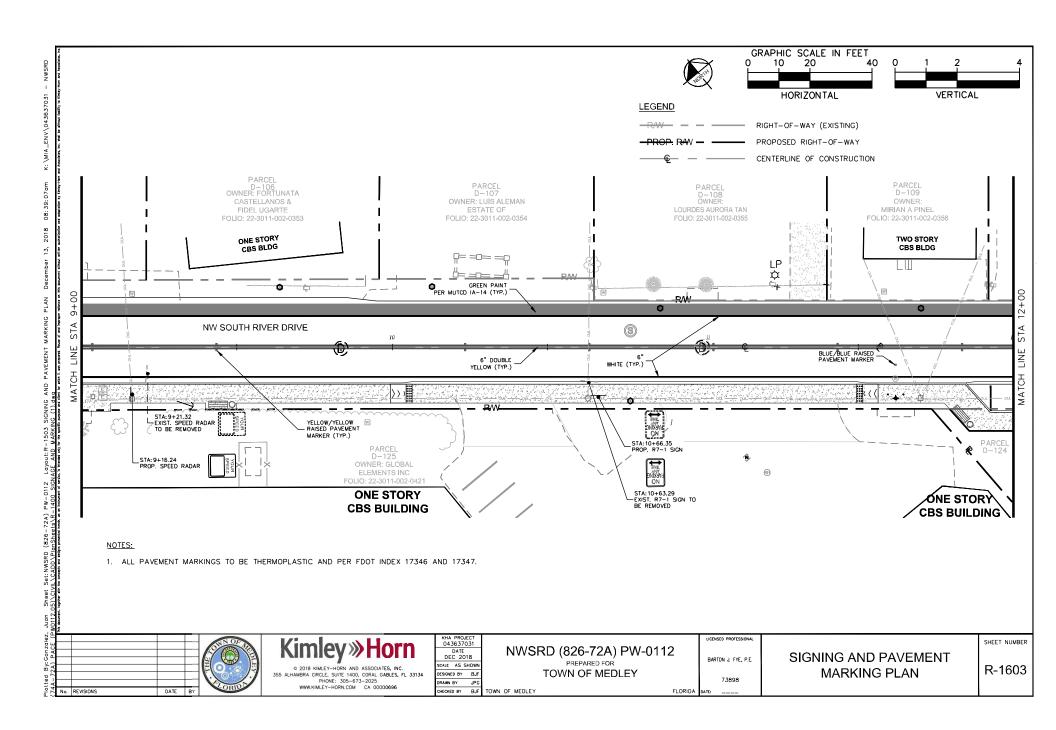
MARKING PLAN

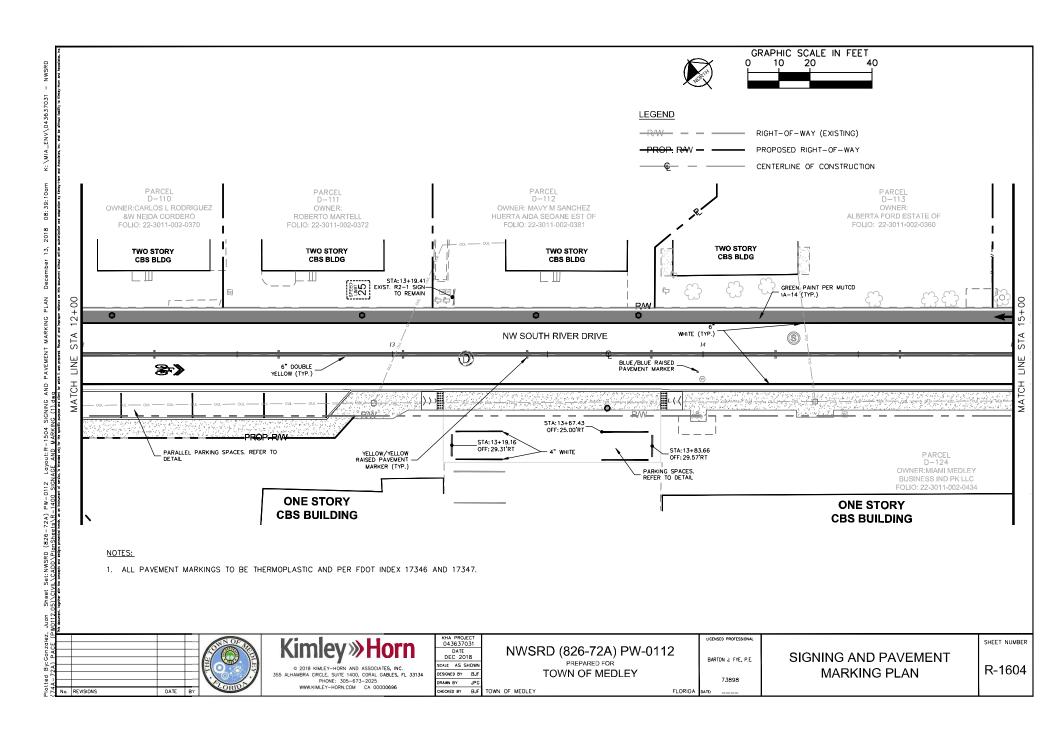
73898

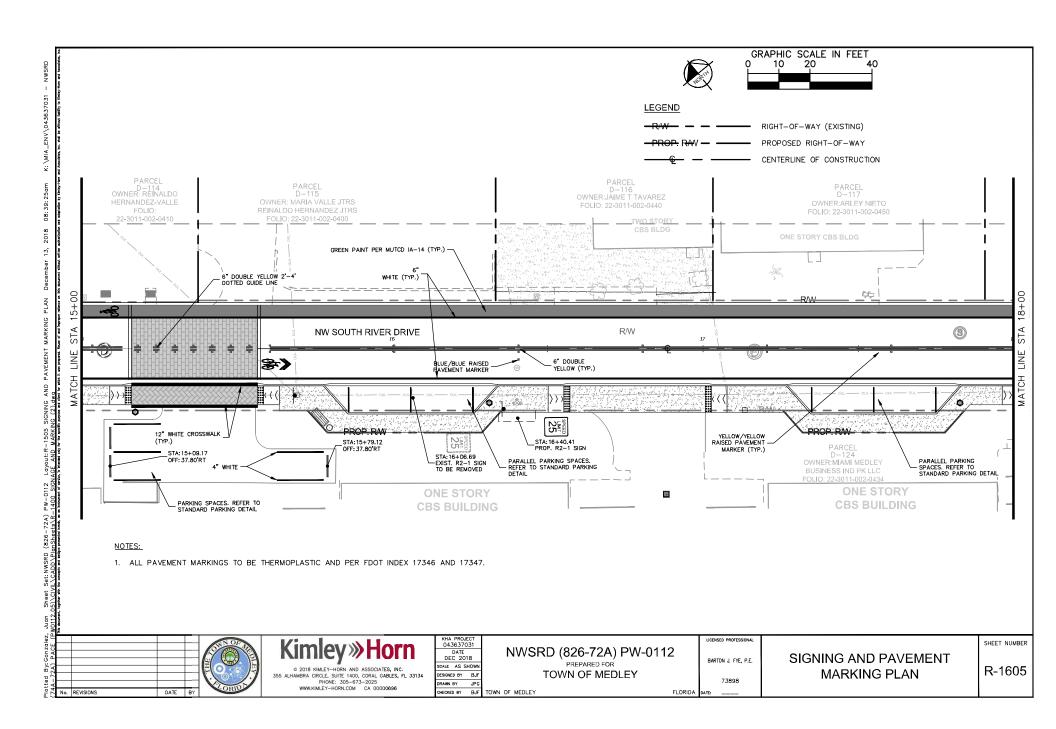
FLORIDA

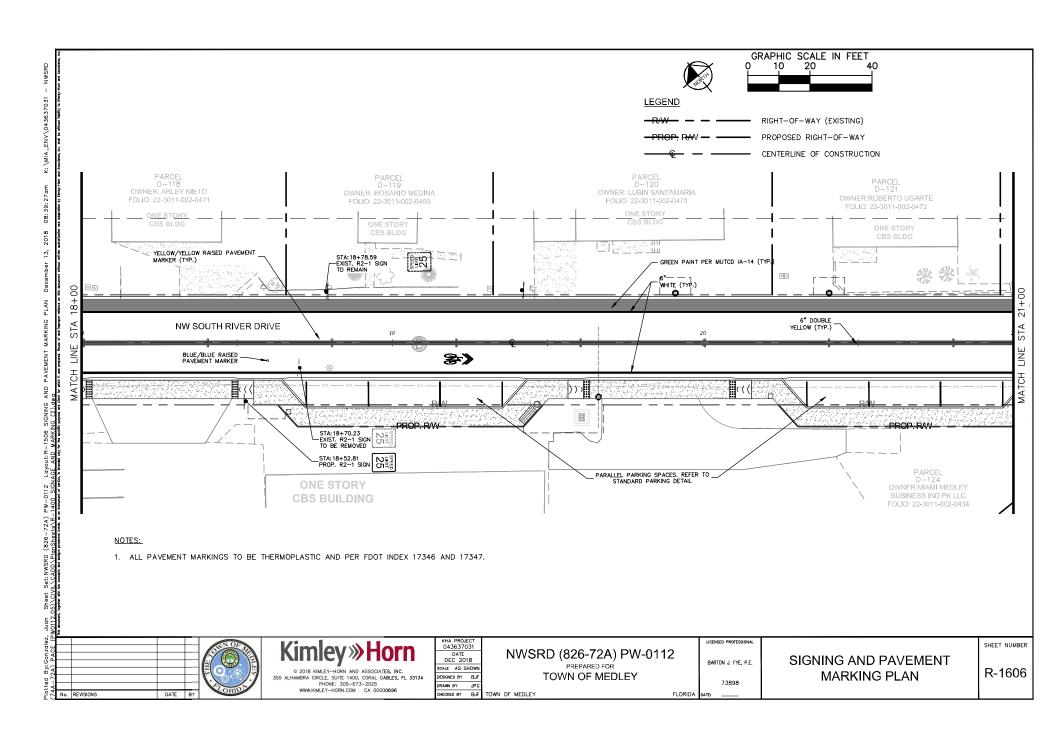


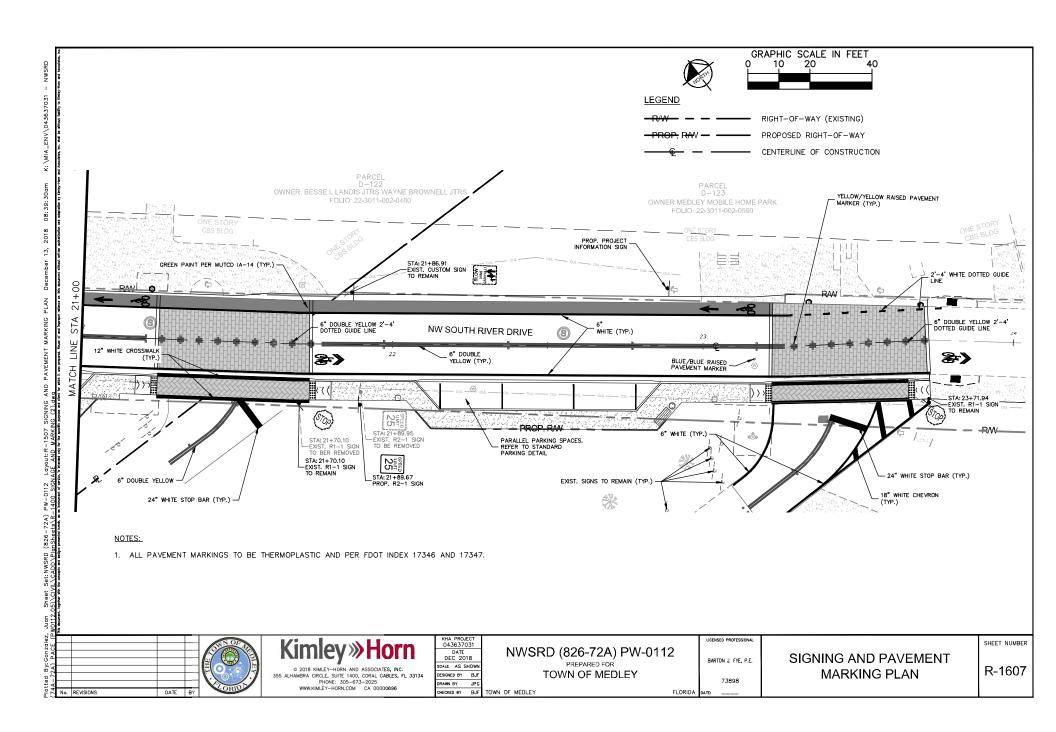


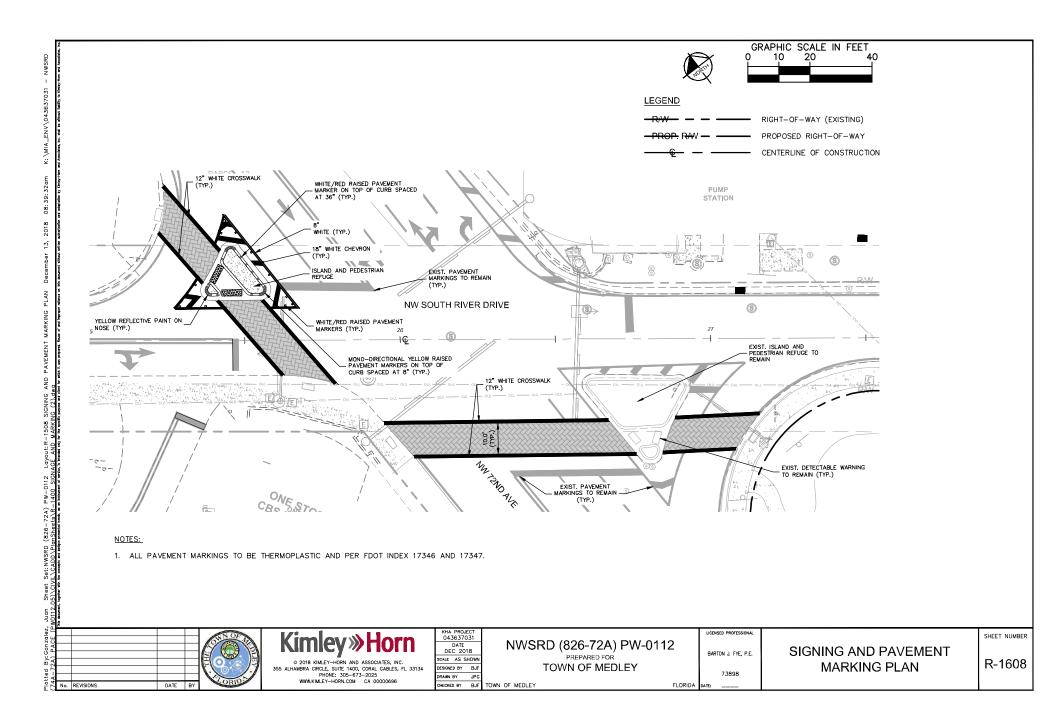


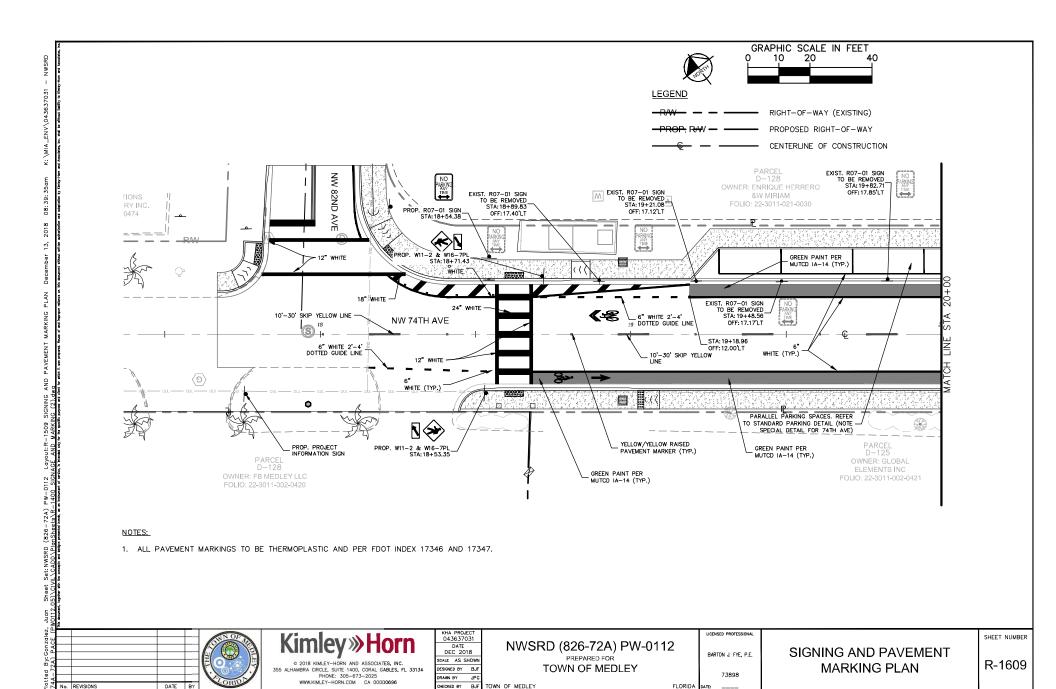


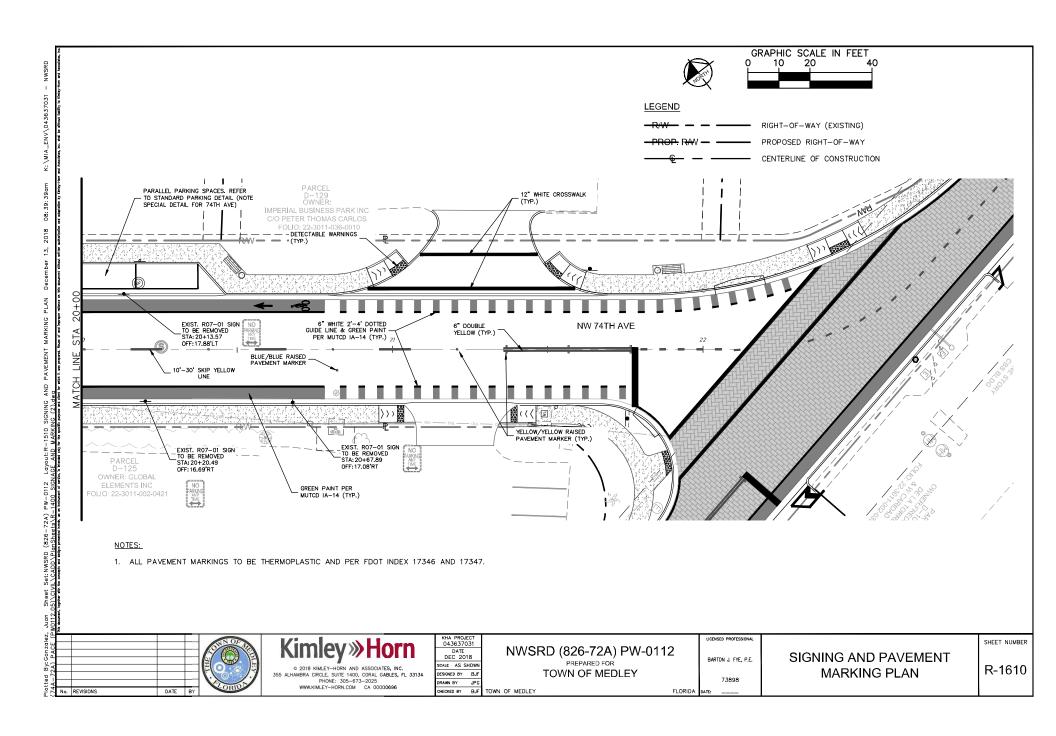


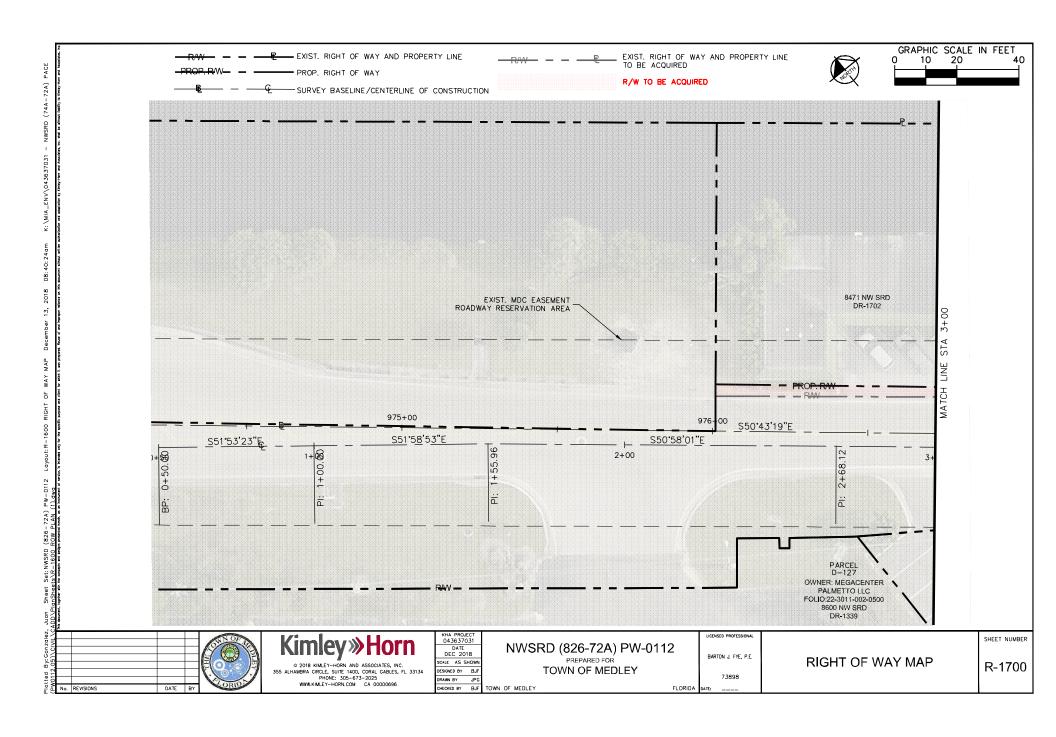


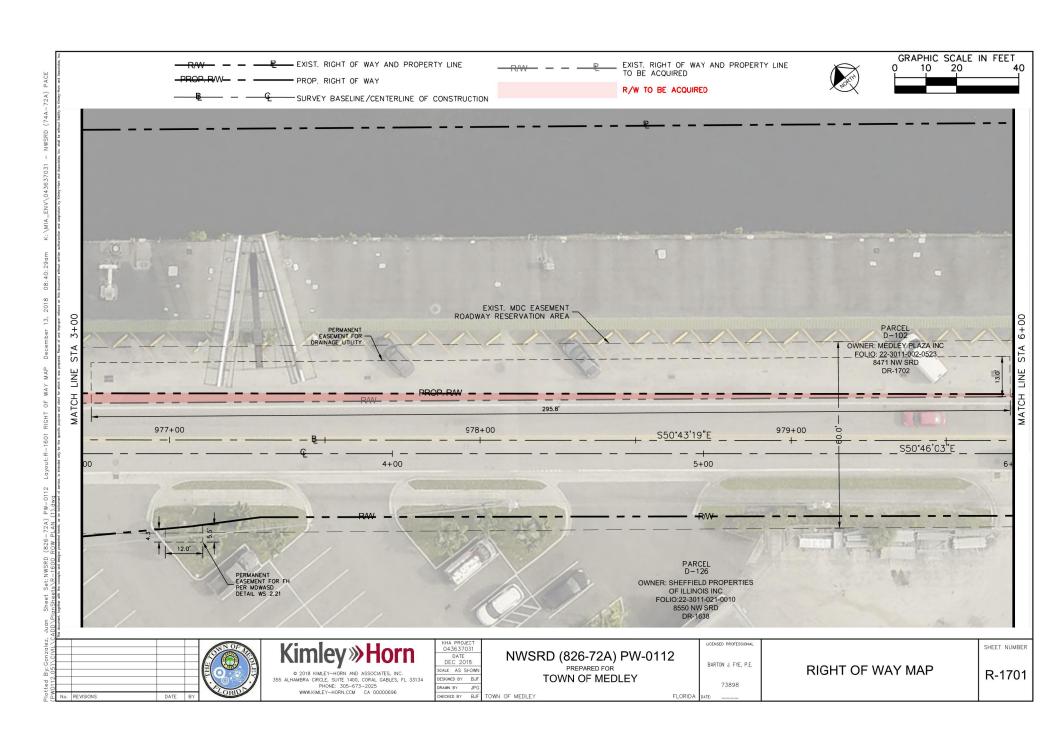


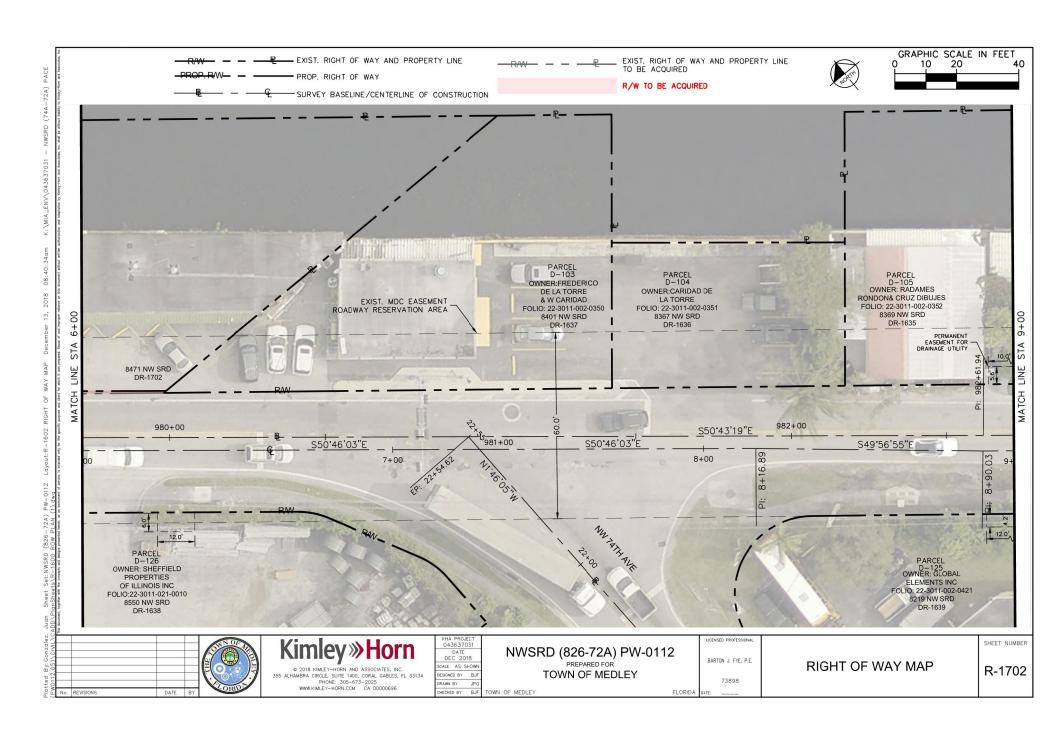


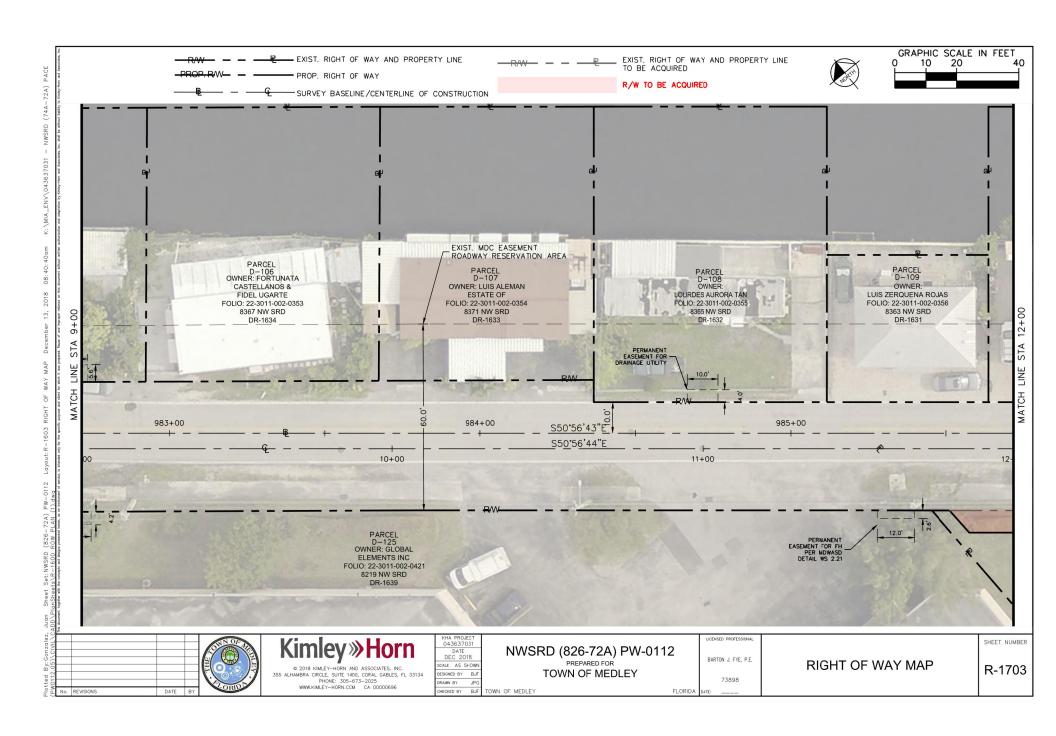


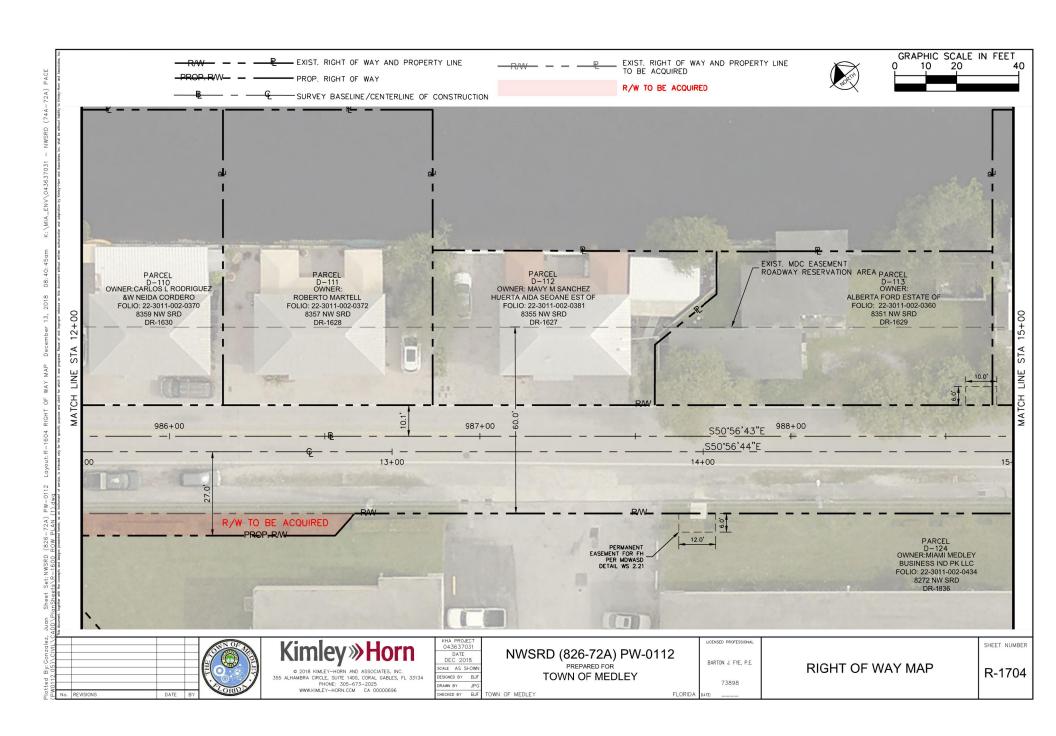


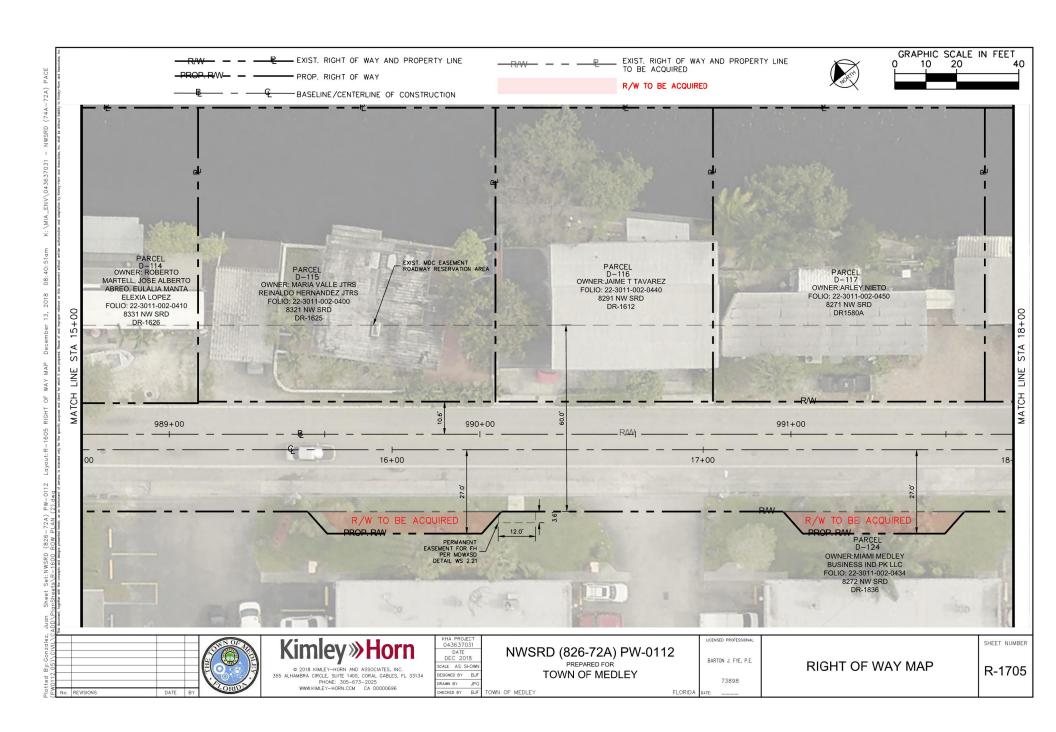


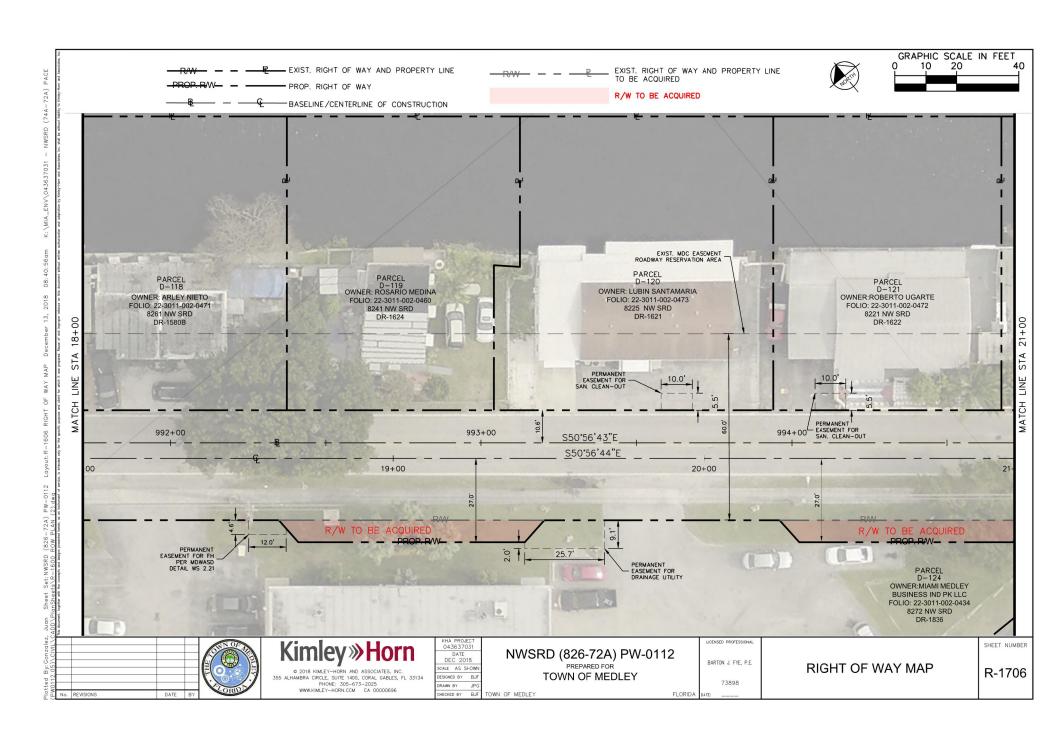


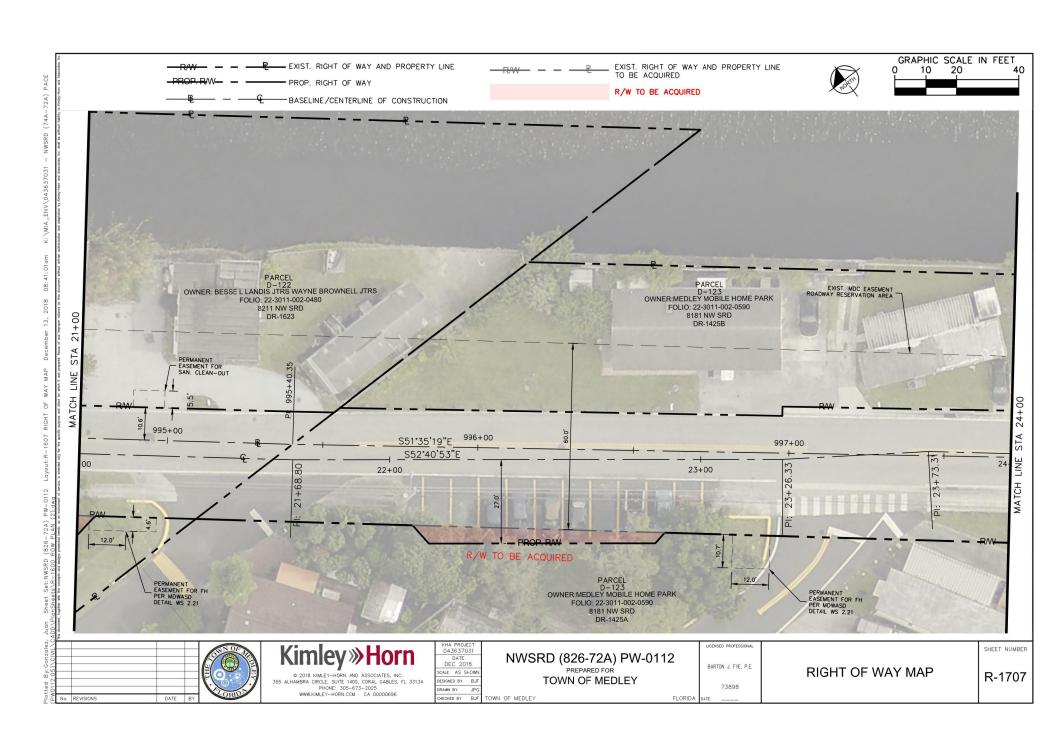


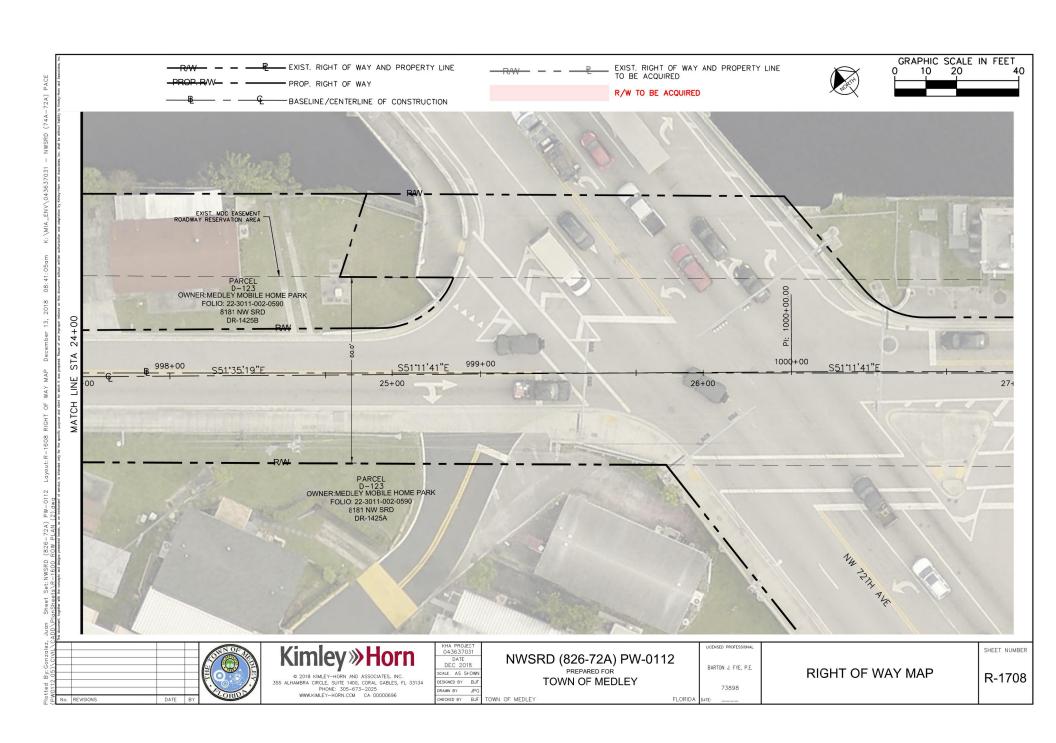


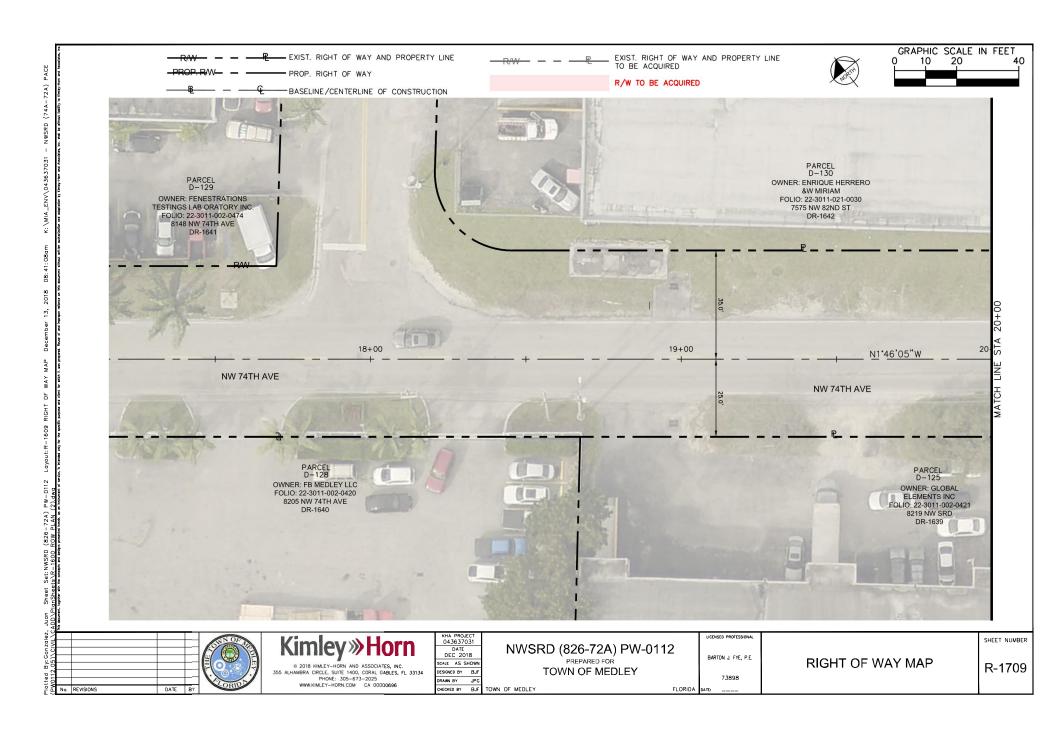


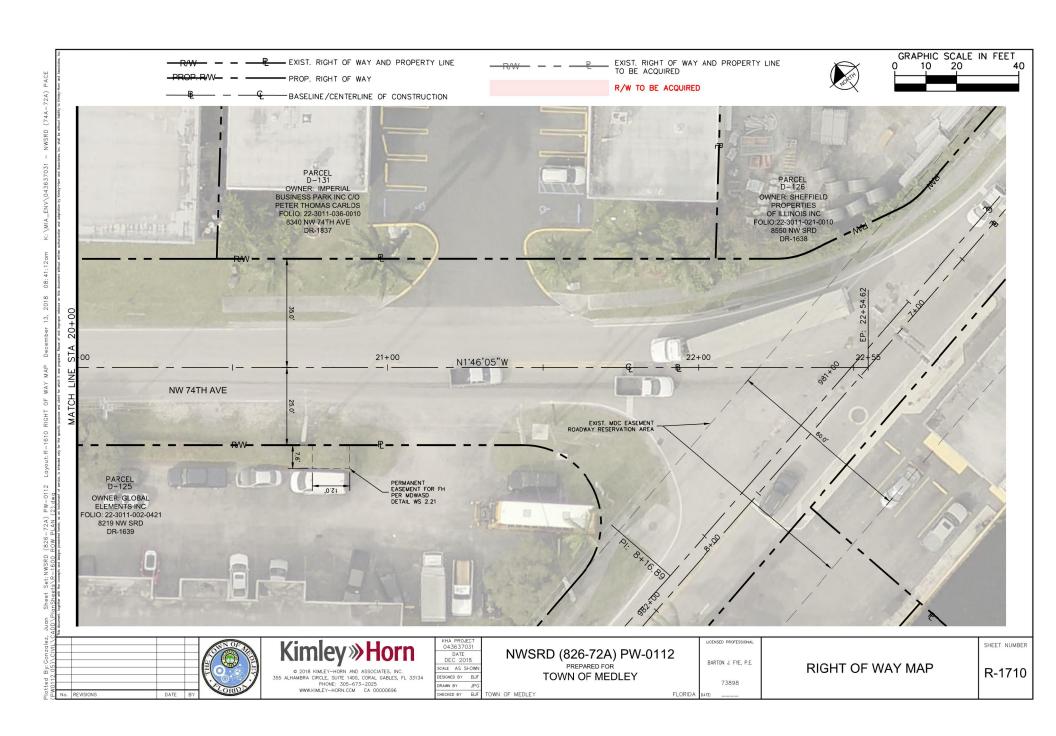


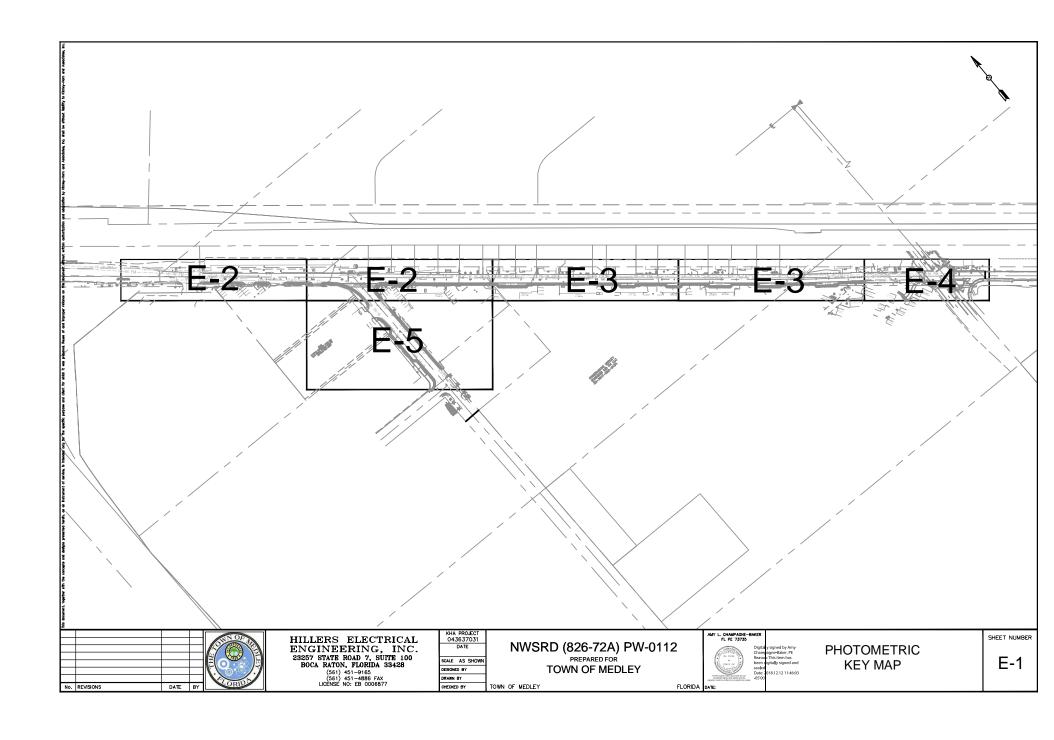


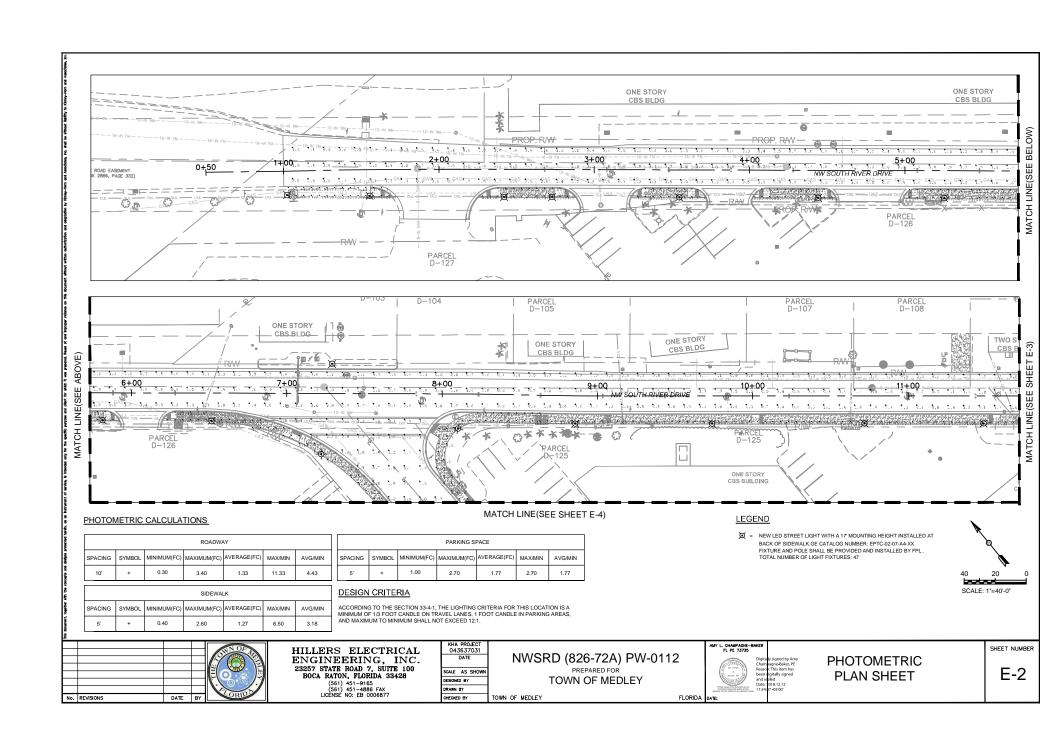


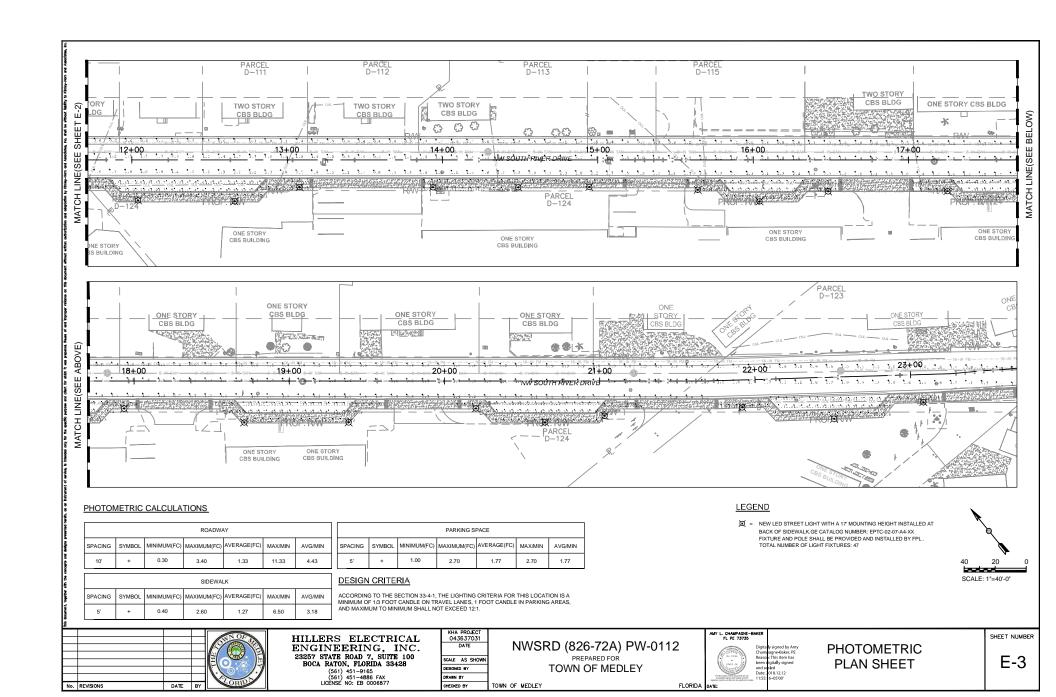


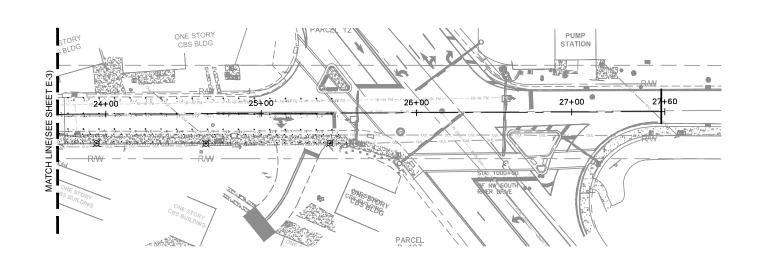












## PHOTOMETRIC CALCULATIONS

No. REVISIONS

ROADWAY						
SPACING	SYMBOL	MINIMUM(FC)	MAXIMUM(FC)	AVERAGE(FC)	MAX/MIN	AVG/MIN
10'	+	0.30	3.40	1.33	11.33	4.43

SIDEWALK						
SPACING	SYMBOL	MINIMUM(FC)	MAXIMUM(FC)	AVERAGE(FC)	MAX/MIN	AVG/MIN
5'	+	0.40	2.60	1.27	6.50	3.18

PARKING SPACE						
SPACING	SYMBOL	MINIMUM(FC)	MAXIMUM(FC)	AVERAGE(FC)	MAX/MIN	AVG/MIN
5'	+	1.00	2.70	1.77	2.70	1.77

## DESIGN CRITERIA

ACCORDING TO THE SECTION 33-4-1, THE LIGHTING CRITERIA FOR THIS LOCATION IS A MINIMUM OF 1:3 FOOT CANDLE ON TRAVEL LANES, 1 FOOT CANDLE IN PARKING AREAS, AND MAXIMUM TO MINIMUM SHALL NOT EXCEED 12-1.

KHA PROJECT 043637031 DATE

TOWN OF MEDLEY

## LEGEND

∑
 ■ NEW LED STREET LIGHT WITH A 17 MOUNTING HEIGHT INSTALLED AT BACK OF SIDEWALK GE CATALOS NUMBER: EPTC-02-07-A4-XX FIXTURE AND POLE SHALL BE PROVIDED AND INSTALLED BY FPL. TOTAL NUMBER OF LIGHT FIXTURES: 47



DATE	BY	ORIDA

HILLERS ELECTRICAL ENGINEERING, INC. 23257 STATE ROAD 7, SUITE 100 BOCA RATION, FLORIDA 33428 (561) 451-4886 FAX LICENEE NO: EB 00006877

SCALE AS SHOW!

DESIGNED BY

DRAWN BY

CHECKED BY

NWSRD (826-72A) PW-0112

TOWN OF MEDLEY

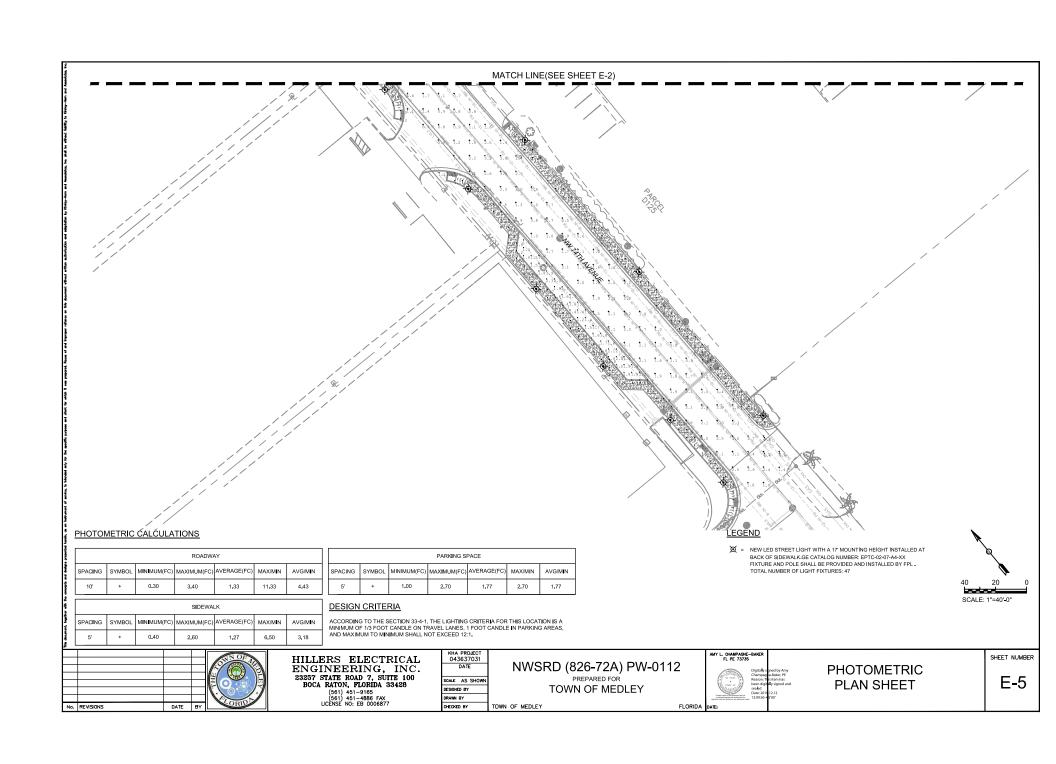
FLORIDA DATE:

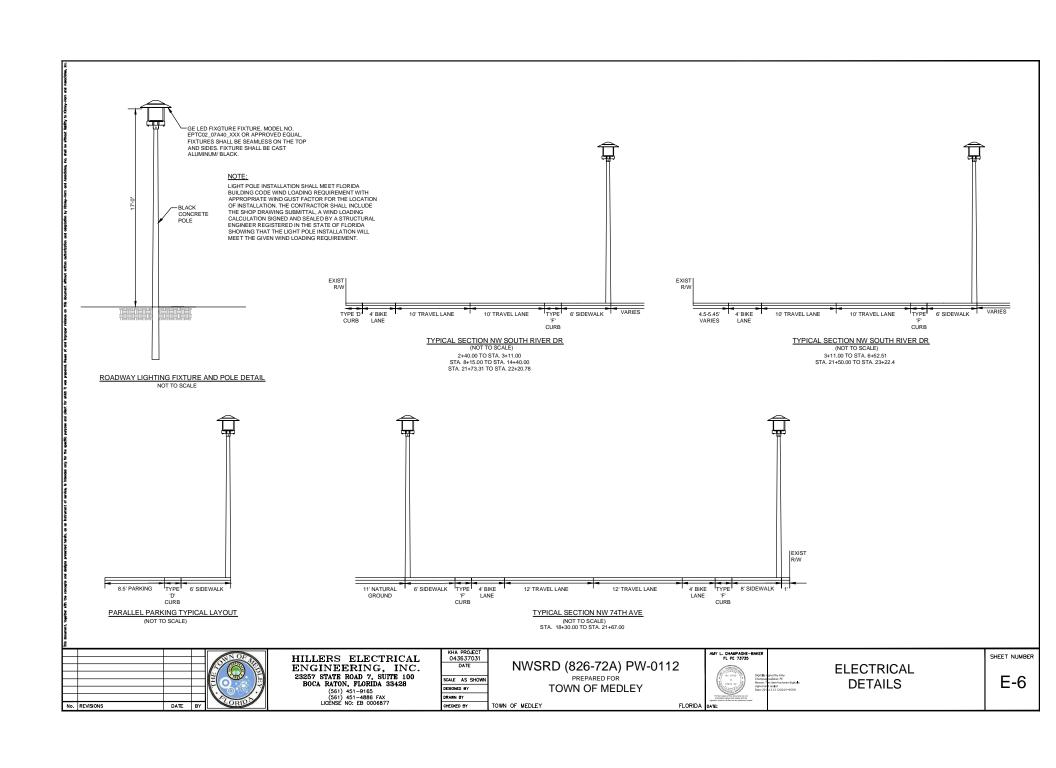
Digitally signed by Amy Champagne-Baker, PE Reason: This item been digitally sign and seeled Date: 2018.12.12

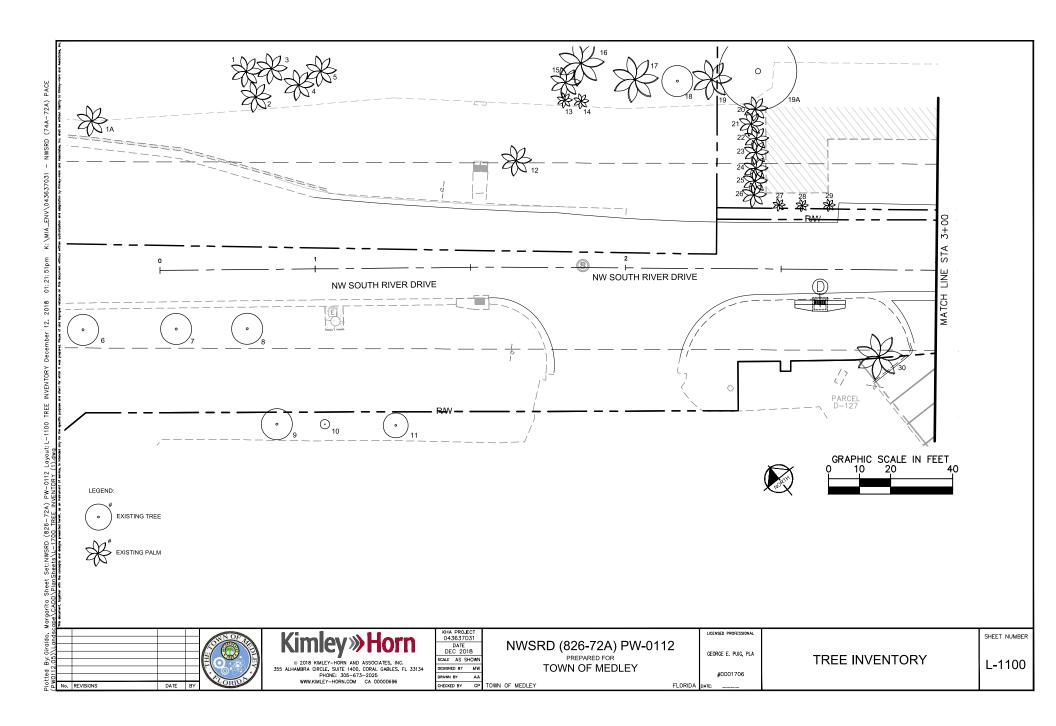
PHOTOMETRIC PLAN SHEET

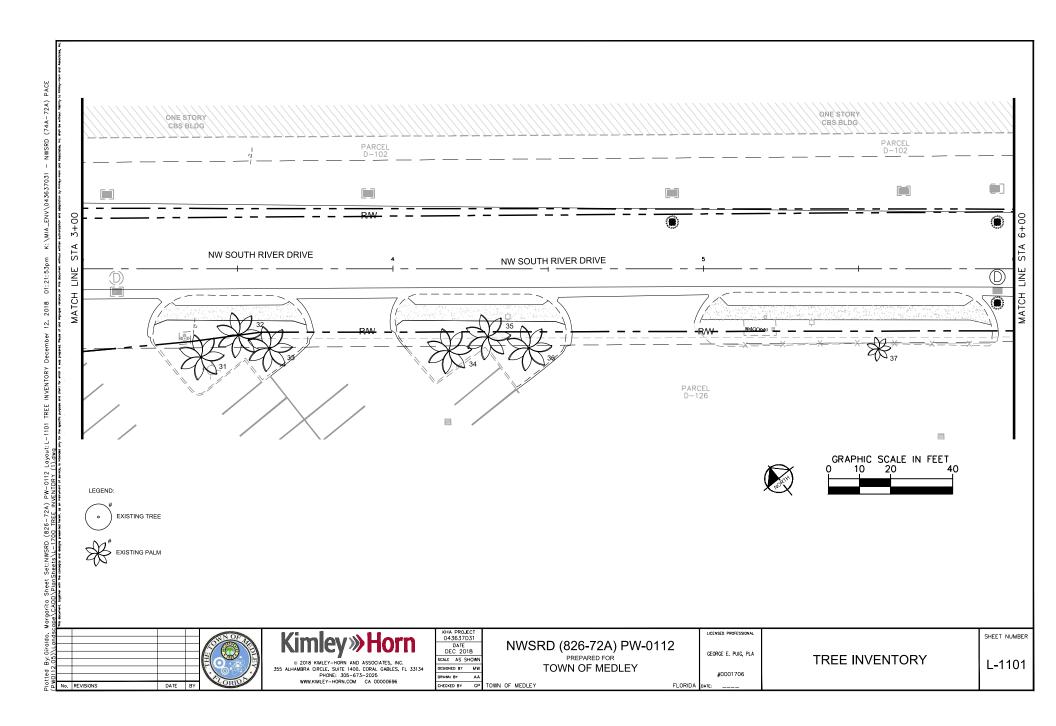
SHEET NUMBER

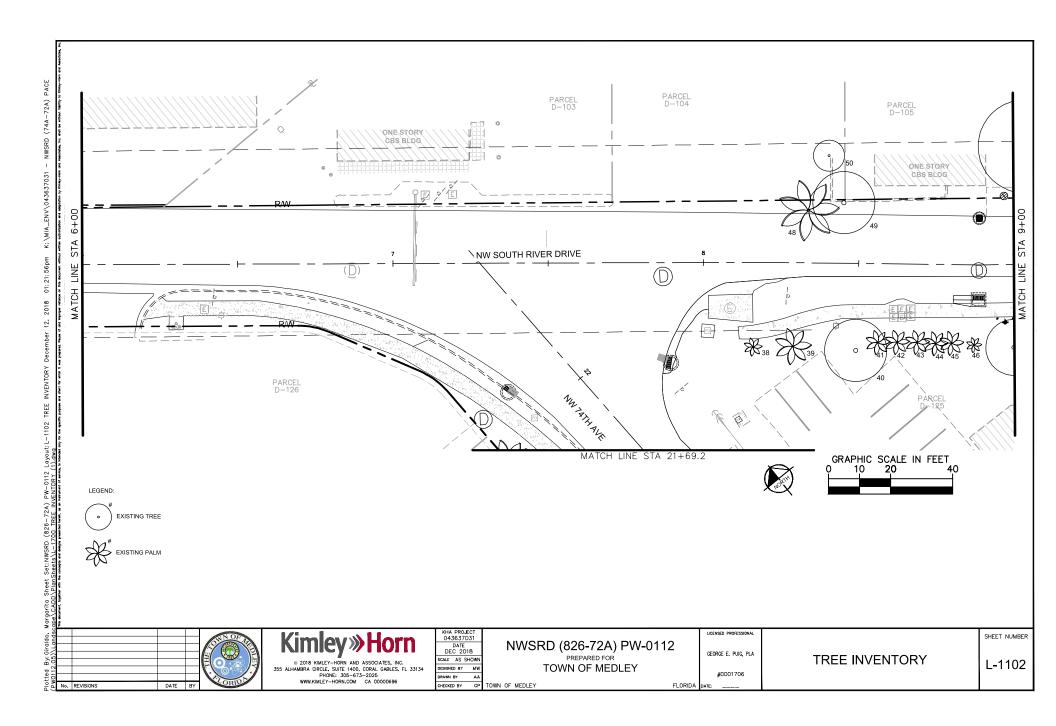
E-4

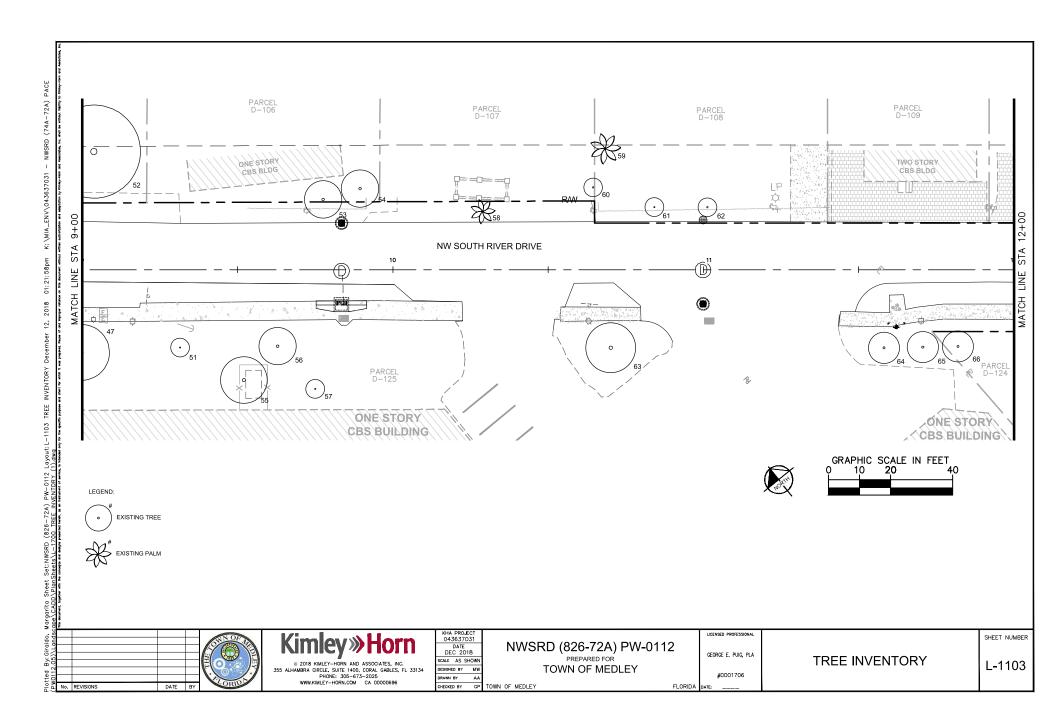


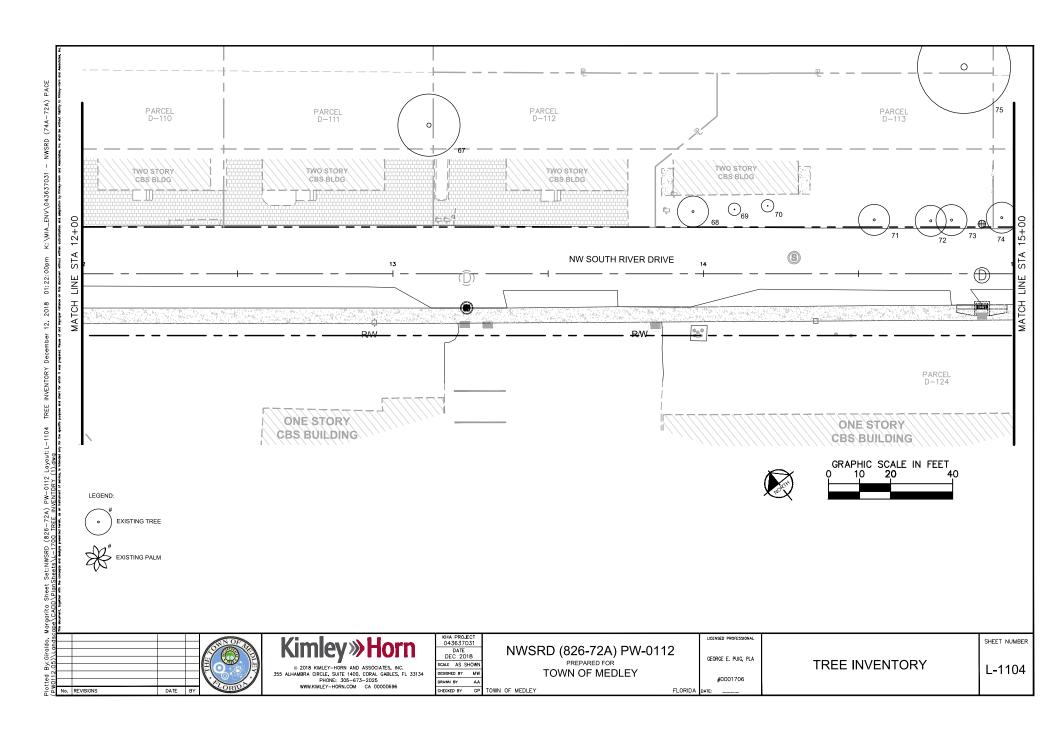


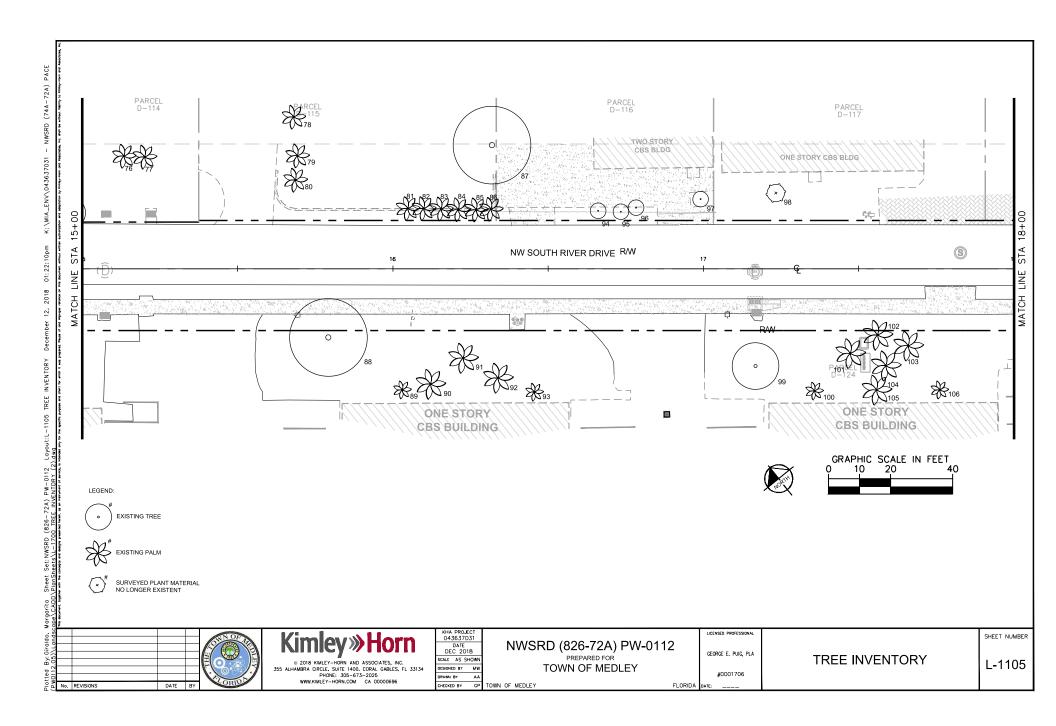


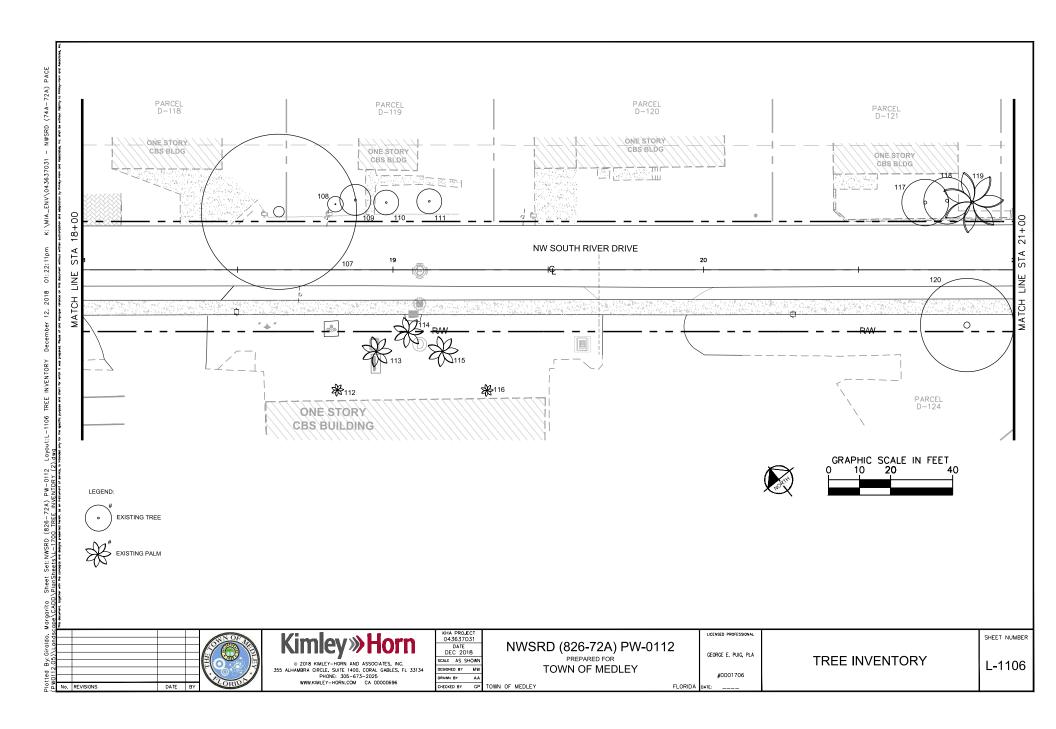


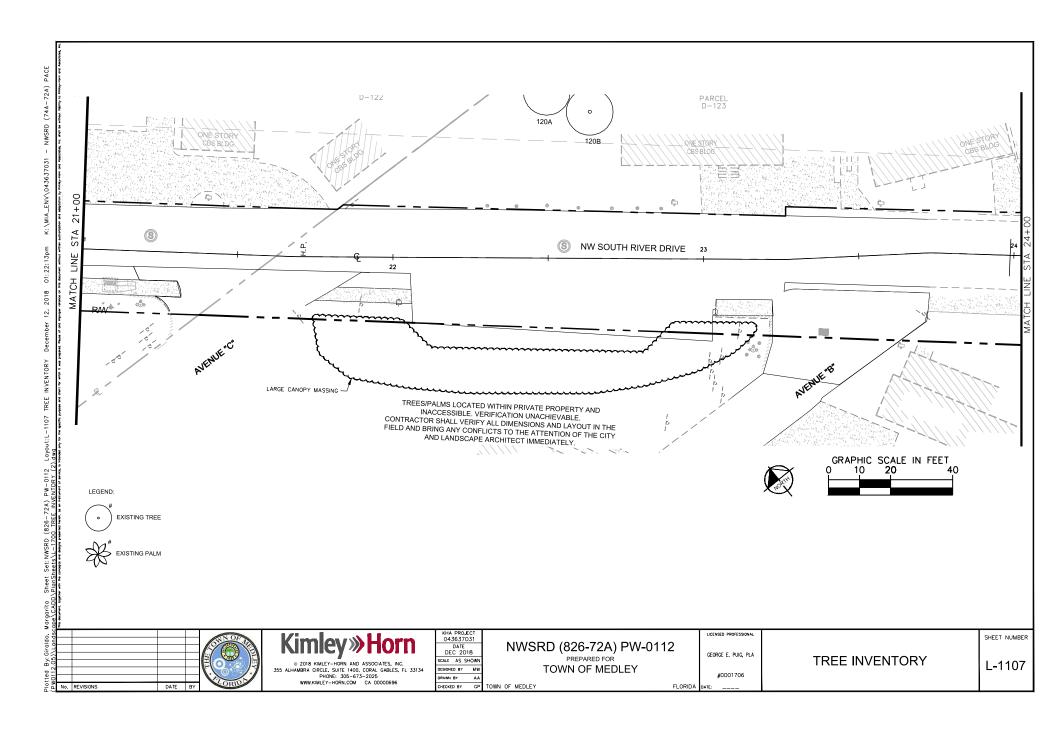


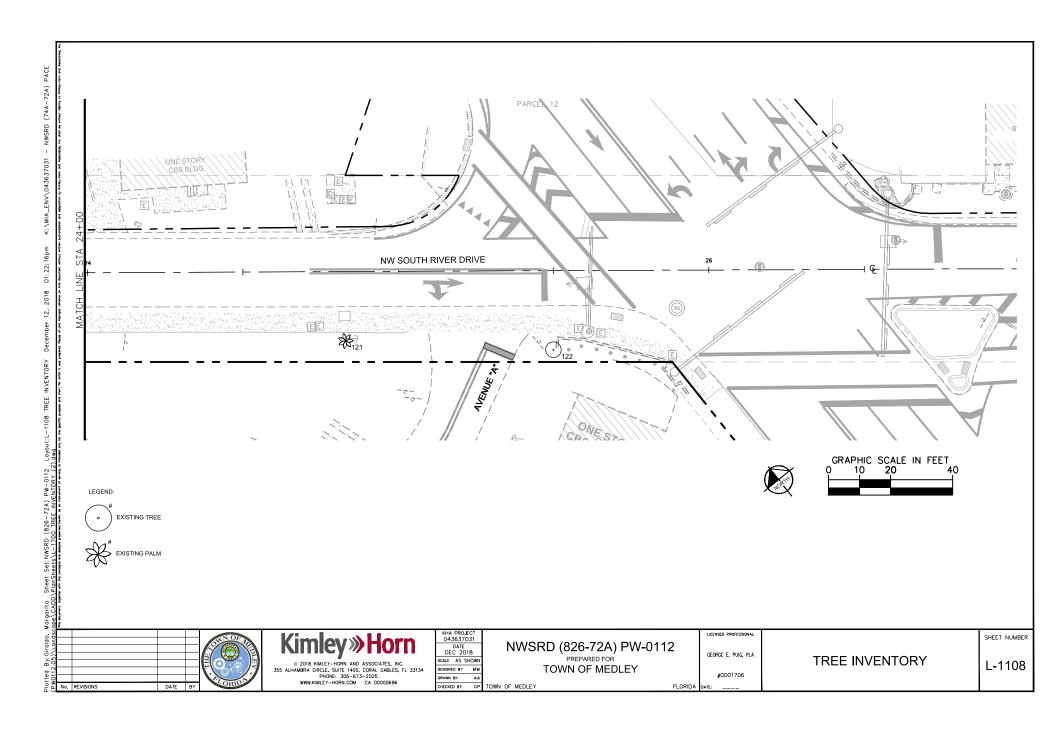


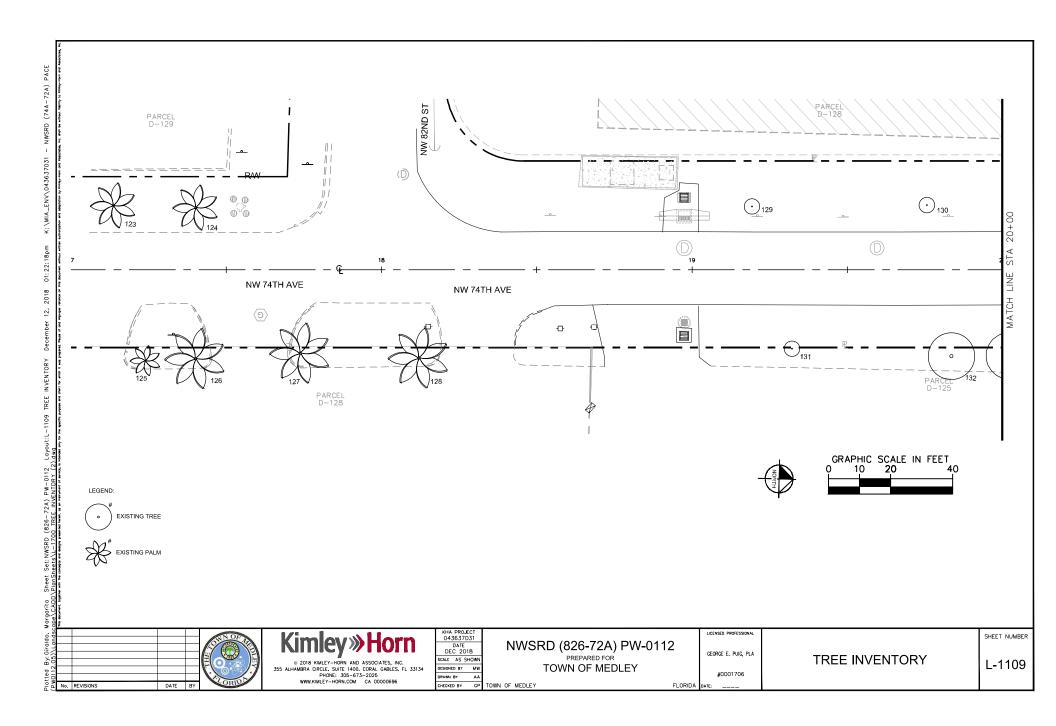


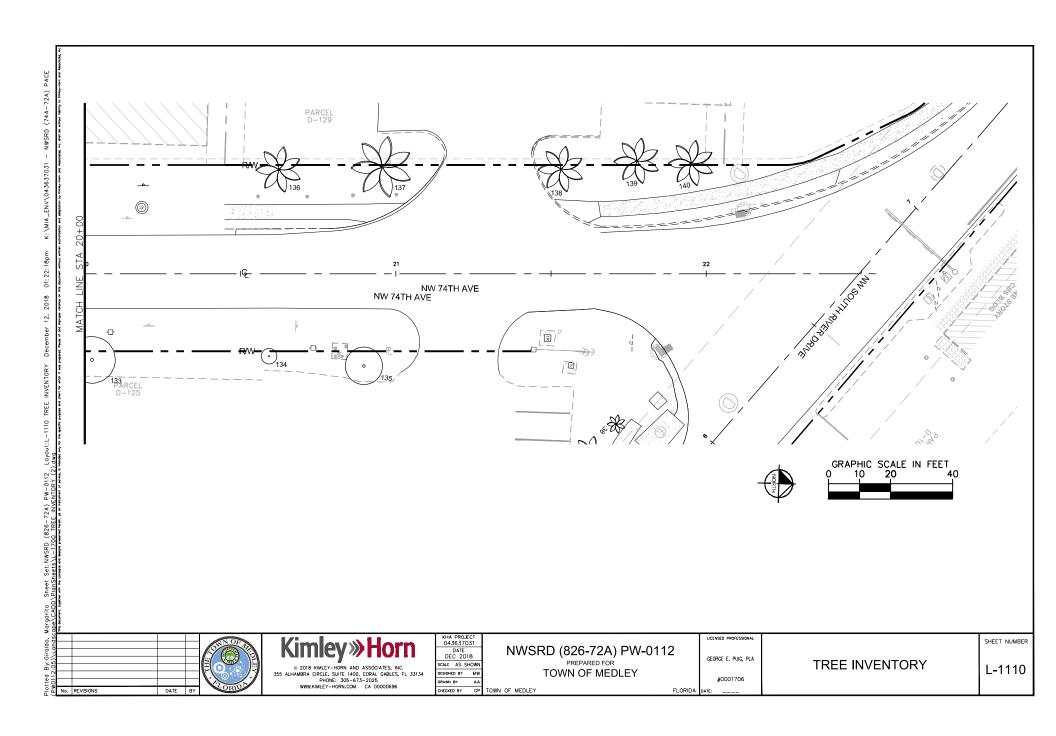












TREE NO.	COMMON NAME	SCIENTIFIC NAME	DBH (IN)	HEIGHT (FT)	CANOPY Ø (FT)	TREE CONDITI
1A	Cabbage Palm	Sabal palmetto	11	20	10	good
1	Cabbage Palm	Sabal palmetto	11	20	10	good
2	Cabbage Palm	Sabal palmetto	11	20	10	good
3	Cabbage Palm	Sabal palmetto	11	20	10	good
4	Cabbage Palm	Sabal palmetto	11	20	10	good
5	Cabbage Palm	Sabal palmetto	11	20	10	good
6	Live Oak	Quercus virginiana	6	18	10	good
7	Live Oak	Quercus virginiana	6	18	10	good
8	Live Oak	Quercus virginiana	6	18	10	good
9	Weeping Bottlebrush	Calistemon viminalis	24	8	10	poor
10	Weeping Bottlebrush	Calistemon viminalis	12	8	3	poor
11	Weeping Bottlebrush	Calistemon viminalis	24	8	8	poor
12	Cabbage Palm	Sabal palmetto	10	22	10	good
13	Christmas Palm	Adonidia merrillii	4	10	5	poor
14	Christmas Palm	Adonidia merrillii	4	8	0	dead
15	Cabbage Palm	Sabal palmetto	11	20	10	good
16	Cabbage Palm	Sabal palmetto	18	22	15	good
17	Cabbage Palm	Sabal palmetto	18	20	15	good
18	Green Buttonwood	Conocarpus erectus	6	10	6	poor
19	Dominican Sabal	Sabal domingensis	20	13	15	good
19A	Umbrella Tree	Schefflera actinophylla	16	24	25	good
20	Christmas Palm	Adonidia merrillii	4	20	8	good
21				<b>†</b>		good
22	Christmas Palm	Adonidia merrillii	4	20	8	good
23	Christmas Palm	Adonidia merrillii	4	20	8	
	Christmas Palm	Adonidia merrillii	4	20	8	good
24	Christmas Palm	Adonidia merrillii	4	20	8	good
25	Christmas Palm	Adonidia merrillii	4	20	8	good
26	Christmas Palm	Adonidia merrillii	4	20	8	good
27	Christmas Palm	Adonidia merrillii	3	8	4	good
28	Christmas Palm	Adonidia merrillii	3	8	4	good
29	Christmas Palm	Adonidia merrillii	3	8	4	good
30	Christmas Palm	Adonidia merrillii	20	15	15	good
31	Christmas Palm	Adonidia merrillii	15	15	15	good
32	Christmas Palm	Adonidia merrillii	20	15	15	good
33	Christmas Palm	Adonidia merrillii	15	15	15	good
34	Christmas Palm	Adonidia merrillii	15	15	15	good
35	Christmas Palm	Adonidia merrillii	20	12	15	good
36	Christmas Palm	Adonidia merrillii	15	15	15	good
37	Cabbage Palm	Sabal palmetto	10	10	8	good
38	Solitaire Palm	Ptychosperma elegans	3.5	20	6	good
39	Christmas Palm	Adonidia merrillii	5	15	12	good
40	Weeping Bottlebrush	Calistemon viminalis	24	20	20	good
41	Christmas Palm	Adonidia merrillii	11	15	10	good
42	Christmas Palm	Adonidia merrillii	8.5	12	10	good
43	Christmas Palm	Adonidia merrillii	12	12	10	good
44	Christmas Palm	Adonidia merrillii	5	12	10	good
45	Christmas Palm	Adonidia merrillii	8.5	12	10	good
46	Banana Tree	Musa acuminata	0	5.5	5	good
47	Mango Tree	Mangifera indica	9	20	22	good
48	Coconut Palm	Cocos nucifera	6	25	20	good

50	*Tree		_			· -
51	Hong Kong Orchid Tree	Bauhinia blakeana	5	10	6	poor
52	*Tree	Badillila biakealla	-	- 10	-	-
53	*Tree			-	-	-
54	*Tree			-	-	-
55	Gumbo Limbo	Bursera simaruba	8.5	20	20	good
56	Weeping Bottlebrush	Calistemon viminalis	8	10	12	good
57	*Hong Kong Orchid Tree		4	10	6	poor
58	*Christmas Palm	Bauhinia blakeana	4	- 10	-	ροσι
59	*Palm	Adonidia merrillii	<u> </u>	-	-	-
60	*Tree	-	_			<b>-</b>
61	<u> </u>	-	-	-	-	-
	*Shrub	-	-	-	<u> </u>	<del></del>
62	*Shrub		-	-	-	-
63	Weeping Bottlebrush	Calistemon viminalis	40	20	16	good
64	Australian Pine	Causarina equisetifolia	12	40	15	good
65	Australian Pine	Causarina equisetifolia	12	35	10	good
66	Australian Pine	Causarina equisetifolia	12	35	15	good
67	*Tree	-	-	-	-	-
68	Hong Kong Orchid Tree	Bauhinia blakeana	16	30	20	
69	Hong Kong Orchid Tree	Bauhinia blakeana	20	30	6	poor
70	Hong Kong Orchid Tree	Bauhinia blakeana	0	0	0	dead
71	Hong Kong Orchid Tree	Bauhinia blakeana	20	25	20	good
72	Hong Kong Orchid Tree	Bauhinia blakeana	18	30	20	good
73	Hong Kong Orchid Tree	Bauhinia blakeana	12	30	20	good
74	Hong Kong Orchid Tree	Bauhinia blakeana	30	25	20	good
75	Tree	-	-	-	-	good
76	*Christmas Palm	Adonidia merrillii	6	10	10	good
77	*Christmas Palm	Adonidia merrillii	6	10	10	good
78	*Christmas Palm	Adonidia merrillii	6	10	10	good
79	*Christmas Palm	Adonidia merrillii	6	10	10	good
80	*Christmas Palm	Adonidia merrillii	6	10	10	good
81	*Christmas Palm	Adonidia merrillii	6	10	10	good
82	*Christmas Palm	Adonidia merrillii	6	10	10	good
83	*Christmas Palm	Adonidia merrillii	6	10	10	good
84	*Christmas Palm	Adonidia merrillii	6	10	10	good
85	*Christmas Palm	Adonidia merrillii	6	10	10	good
86	*Christmas Palm	Adonidia merrillii	6	10	10	good
87	*Tree	-	-	-	-	good
88	Yellow Trumpet Tree	Tabebuia caraiba	14	16	25	good
89	Red Edge Dracena	Dracena Marginata	15	10	6	good
90	Cabbage Palm	Sabal palmetto	11	35	10	good
91	Cabbage Palm	Sabal palmetto	11	40	10	good
92	Cabbage Palm	Sabal palmetto	11	40	10	good
93	Red Edge Dracena	Dracena Marginata	15	10	6	good
94	*Tree	-	-	-	-	good
95	*Tree	-	-		-	good
96	*Tree	-	-	-	-	good
97	*Tree	-	-		-	good
98	Palm by Surveyor	-	1 -	-	-	Not Present
99	Yellow Trumpet Tree	Tabebuia caraiba	14	20	25	good
100	Red Edge Dracena	Dracena Marginata	30	20	12	good
101	Cabbage Palm	Sabal palmetto	10	25	10	good
102	Cabbage Palm	Sabal palmetto	10	25	10	good

No. REVISIONS DATE BY

Kimley » Horn

9 2018 KIMLEY-HORN AND ASSOCIATES, INC.
355 ALHAMBRA CIRCLE, SUITE 1400, CORAL CABLES, FL 33134
PHONE: 306–673–2025
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT
043637031

DATE
DEC 2018

SCALE AS SHOWN
DESIGNED BY MW
DRAWN BY AA
CHECKED BY CP

TOWN OF MEDLEY

NWSRD (826-72A) PW-0112
PREPARED FOR

TOWN OF MEDLEY

#0001706 FLORIDA DATE: \_\_\_\_\_

LICENSED PROFESSIONAL

GEORGE E. PUIG, PLA

TREE INVENTORY LIST

SHEET NUMBER

ACE	
a.	
-72/	
74A-	
٥	
WSR	
z	
031	
136370	
0436	
ź	
ΨĒ	
₹	
Ÿ	
ыde	
22:25p	
21:2	
00	
12, 2018	
ber	
всеп	
ă	
, LIST	
g S	
Ϋ́ΕΝΙ	
Ż.	
2 TREE	
1712	
Ī	
/out:	
ŝ	
112	4
W-01	tu
3	77171
-724	L
826-	107
<u>۾</u>	,
NWS	7
Set	4000
eet :	Case
š	0
arita	0
farg	1000
ŏ. ≅	å
irald	-
By: Gir	// 90
_	•

TREE NO.	COMMON NAME	SCIENTIFIC NAME	DBH (IN)	HEIGHT (FT)	CANOPY Ø (FT)	TREE CONDITION
103	Cabbage Palm	Sabal palmetto	10	25	10	good
104	Mexican Fan Palm	Washingtonia robusta	10	25	10	good
105	Mexican Fan Palm	Washingtonia robusta	0	0	0	Dead Trunk
106	Red Edge Dracena	Dracena Marginata	15	10	6	good
107	*Mahogany	Swietenia mahagoni	42	40	50	good
108	*Red Edge Dracena	Dracena Marginata	-	-	-	good
109	*Umbrella Tree	Schefflera actinophylla	-	-	-	good
110	*Monkey Puzzle	Araucaria araucana	-	-		good
111	*Umbrella Tree	Schefflera actinophylla	-	-	-	good
112	Red Edge Dracena	Dracena Marginata	15	10	4	good
113	Mexican Fan Palm	Washingtonia robusta	10	25	10	good
114	Mexican Fan Palm	Washingtonia robusta	10	25	10	good
115	Mexican Fan Palm	Washingtonia robusta	10	25	10	good
116	Red Edge Dracena	Dracena Marginata	15	10	4	good
117	Mango Tree	Mangifera indica	16	15	15	good
118	Tree	-	-	-	-	good
119	Coconut Palm	Cocos nucifera	10	20	20	good
120	Black Olive	Bucida buceras	18	25	30	good
121	Christmas Palm	Adonidia merrillii	4.5	18	5	good
122	Strangler Fig	Ficus aurea	1	8	5	good
123	Royal Palm	Roystonea regia	15	15	20	good
124	Royal Palm	Roystonea regia	15	40	10	good
125	Christmas Palm	Adonidia merrillii	12	10	10	good
126	Christmas Palm	Adonidia merrillii	24	20	20	good
127	Christmas Palm	Adonidia merrillii	24	20	20	good
128	Christmas Palm	Adonidia merrillii	24	24	20	good
129	Silver Buttonwood	Conocarpus erectus var. sericeus	3	10	8	good
130	Silver Buttonwood	Conocarpus erectus var. sericeus	3	10	8	good
131	Shrub Not Tree	-	-	-	-	
132	Yellow Trumpet Tree	Tabebuia caraiba	20	20	15	good
133	Yellow Trumpet Tree	Tabebuia caraiba	20	20	15	good
134	Yellow Trumpet Tree	Tabebuia caraiba	16	12	5	good
135	Yellow Trumpet Tree	Tabebuia caraiba	9	20	12	good
136	Royal Palm	Roystonea regia	16	35	10	good
137	Royal Palm	Roystonea regia	16	45	20	good
138	Royal Palm	Roystonea regia	12	40	15	good
139	Royal Palm	Roystonea regia	12	40	15	good
140	Royal Palm	Roystonea regia	12	40	15	good

<sup>\*</sup> INACCESSIBLE - TREE LOCATED WITHIN PRIVATE PROPERTY. VERIFICATION UNACHIEVABLE.

INFORMATION UTILIZED IN PREPARATION OF TREE INVENTORY AND TREE DISPOSITION PLANS ASCERTAINED FROM AND RELIANT UPON TOPOGRAPHIC SURVEY PREPARED BY HADDONE LAND SURVEYORS AND MAPPERS DATED AUG. 28, 2018, SITE OBSERVATION ON NOVEMBER 7, 2018 CONDUCTED BY KIMIEV-HORN AND ASSOCIATES, INC., AND AERIAL PHOTOGRAPHY DATED 2017 (SOURCE: MIAMI-DADE COUNTY AERIAL IMAGERY).

_			
No.	REVISIONS	DATE	BY



043637031	
DATE DEC 2018	NWS
SCALE AS SHOWN	
DESIGNED BY MW	
DRAWN BY AA	
CHECKED BY GP	TOWN OF MEDLEY

NWSRD (826-72A) PW-0112

TOWN OF MEDLEY

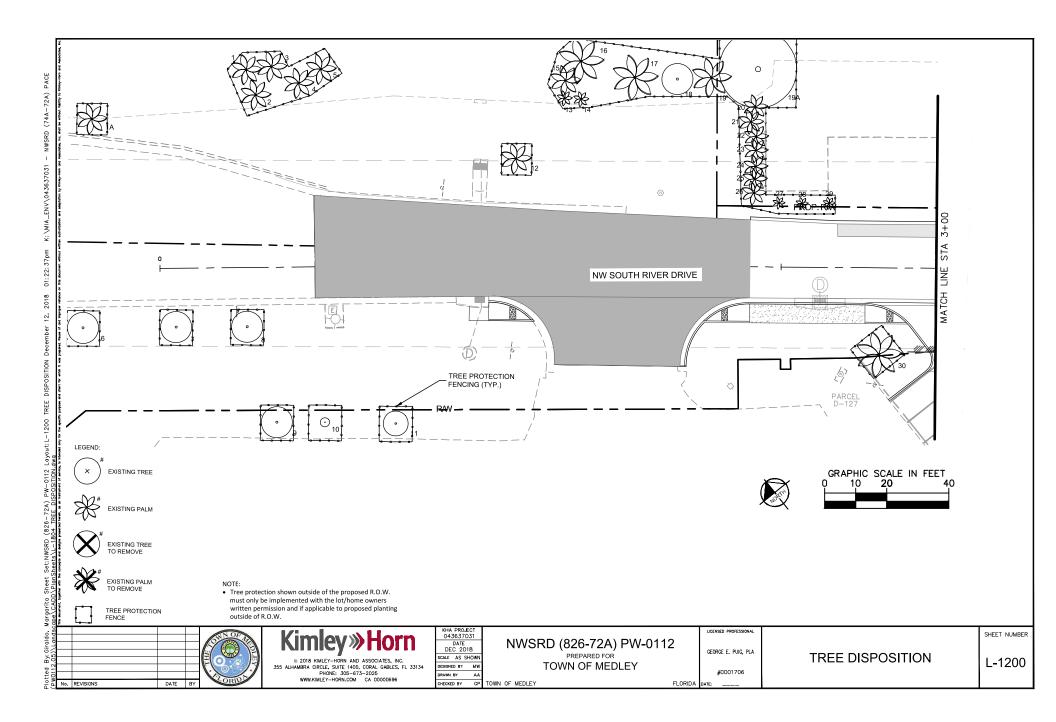
LICENSED PROFESSIONAL

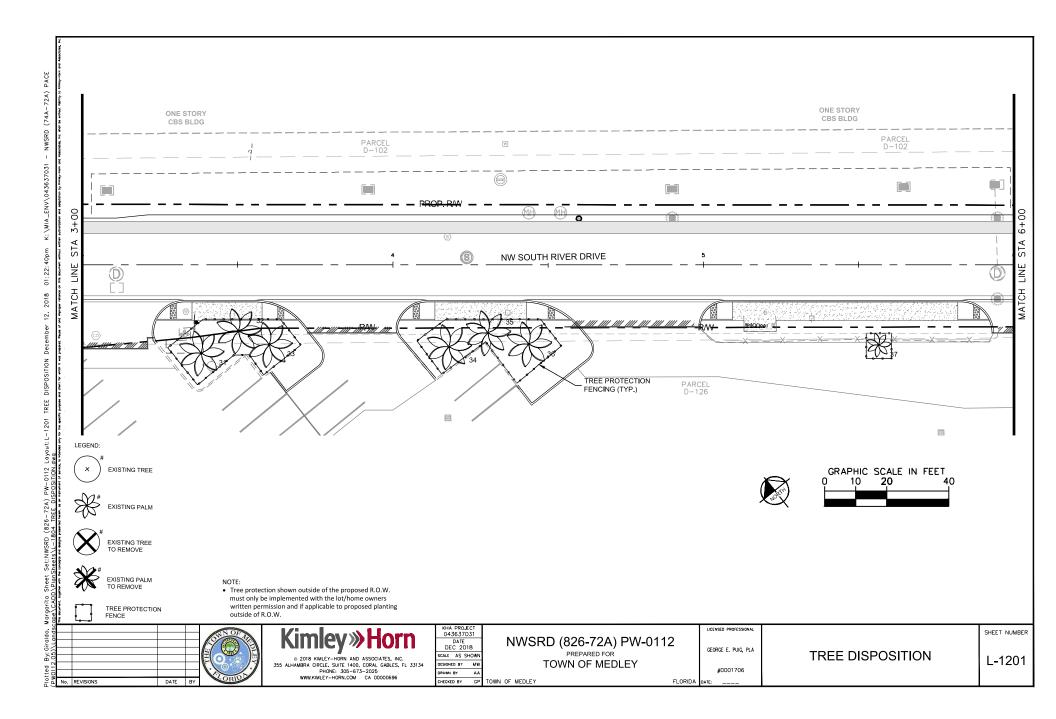
GEORGE E. PUIG, PLA

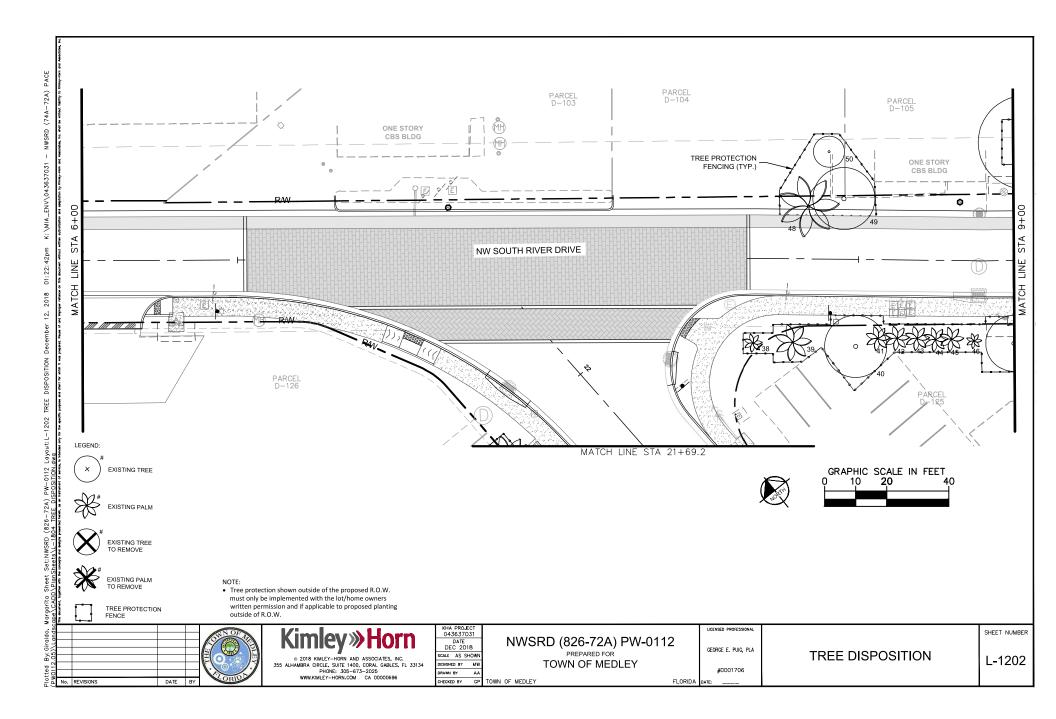
FLORIDA DATE:

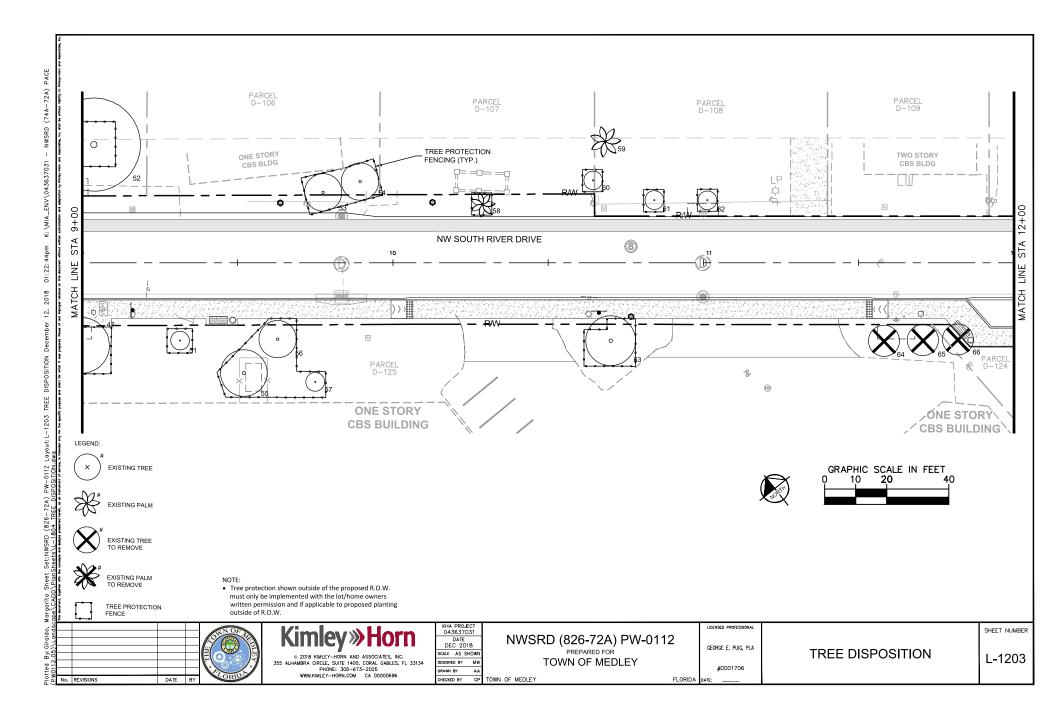
TREE INVENTORY LIST

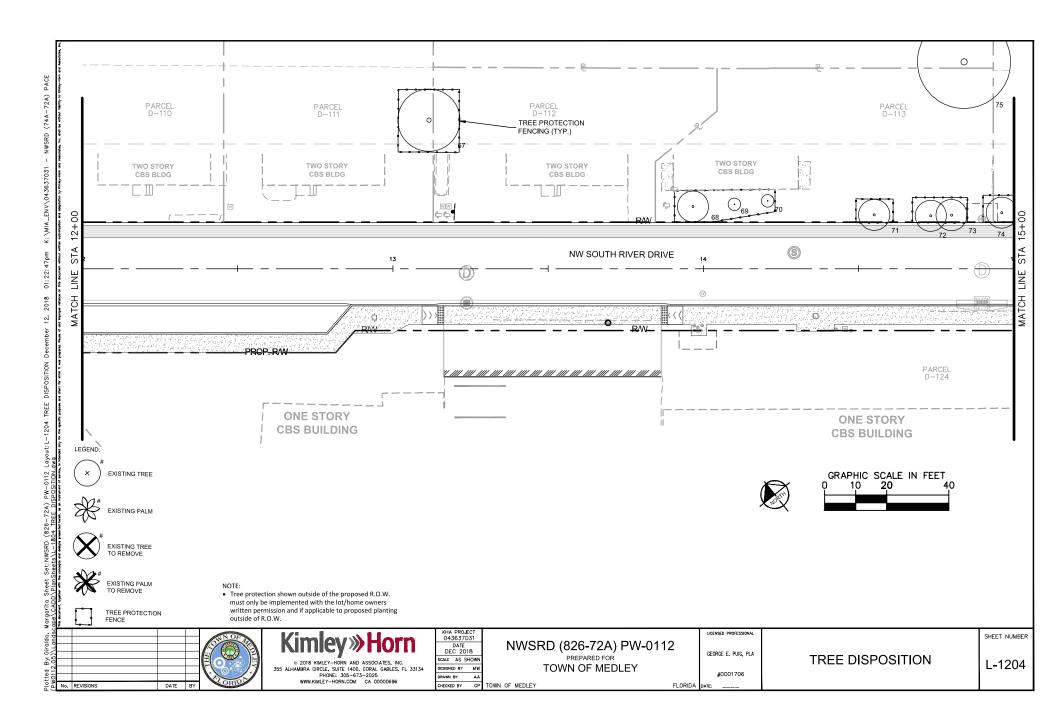
SHEET NUMBER

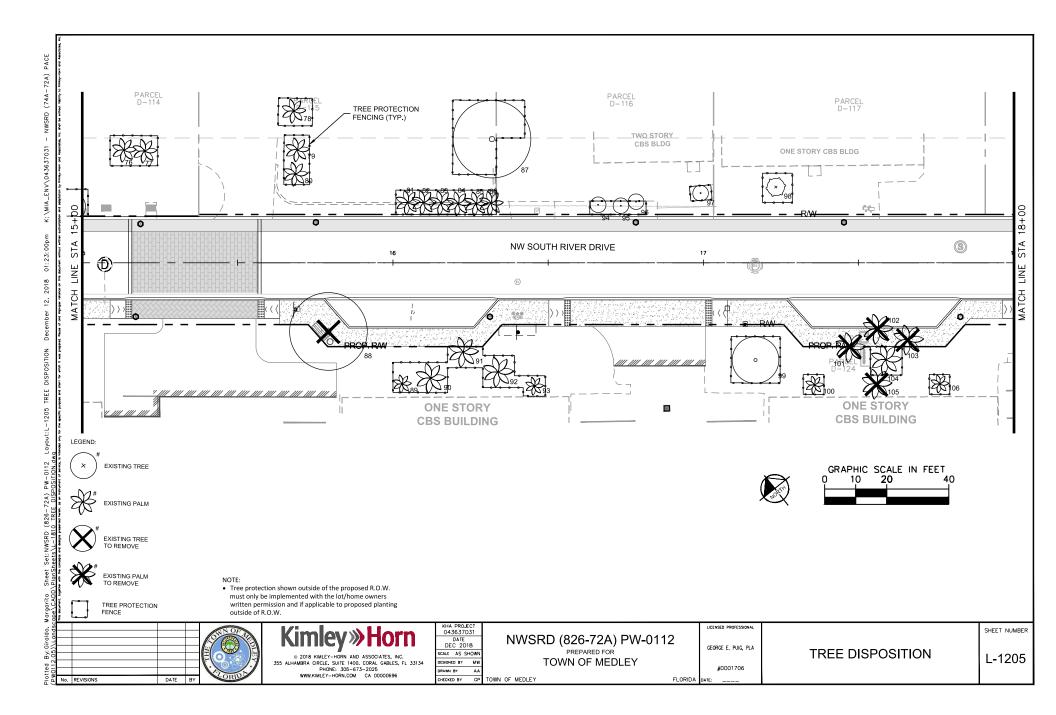


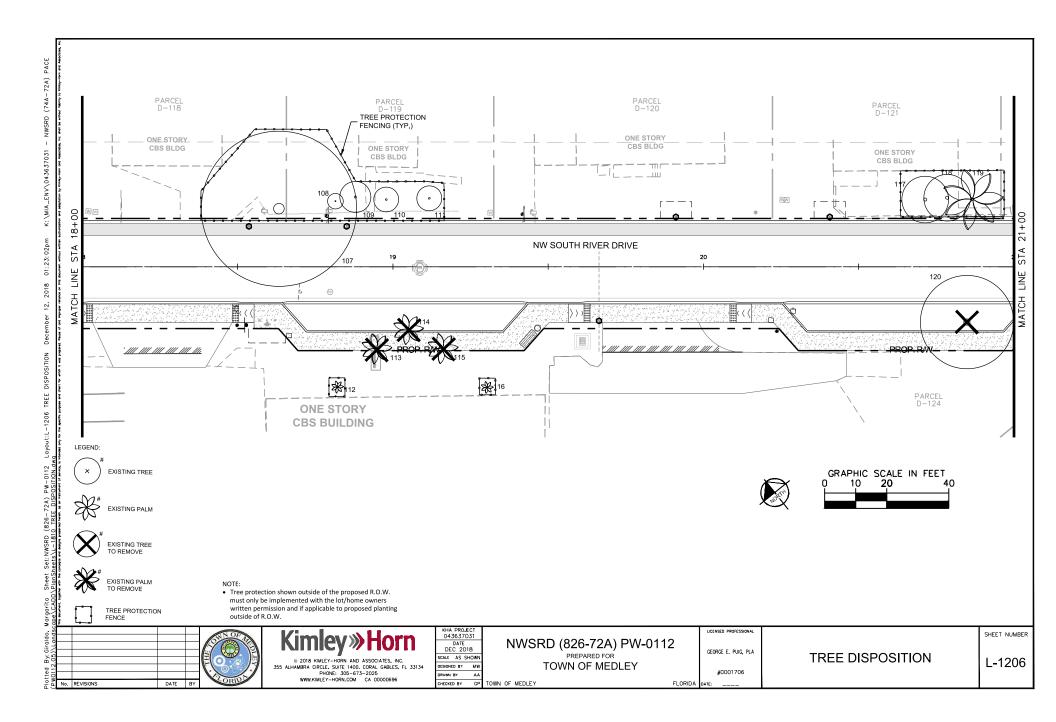


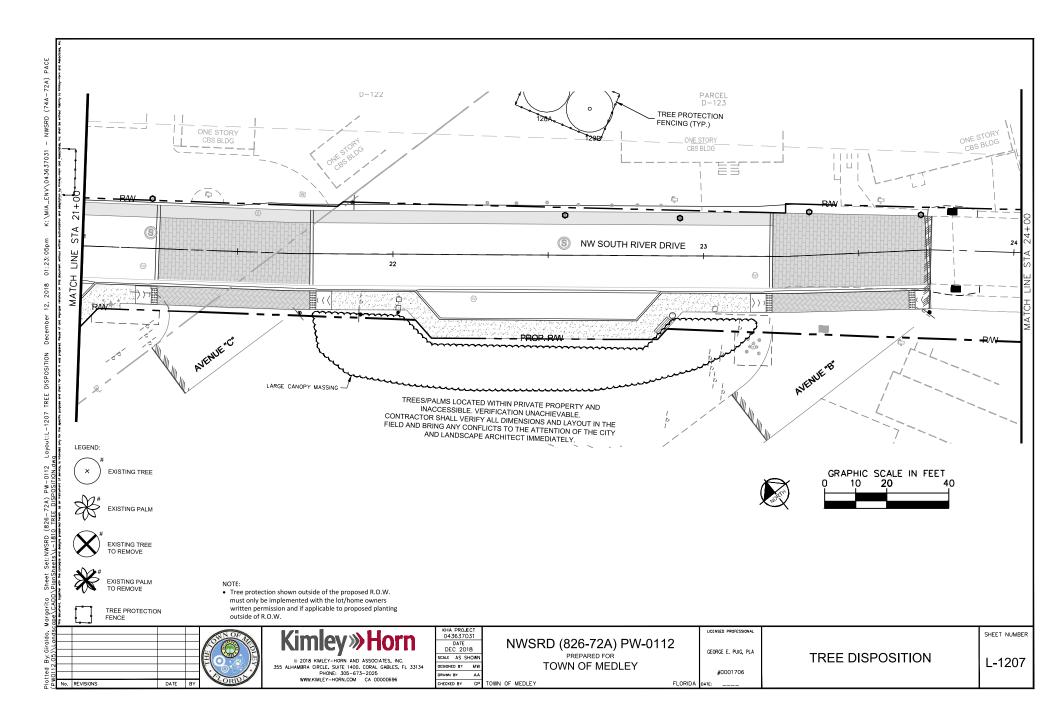


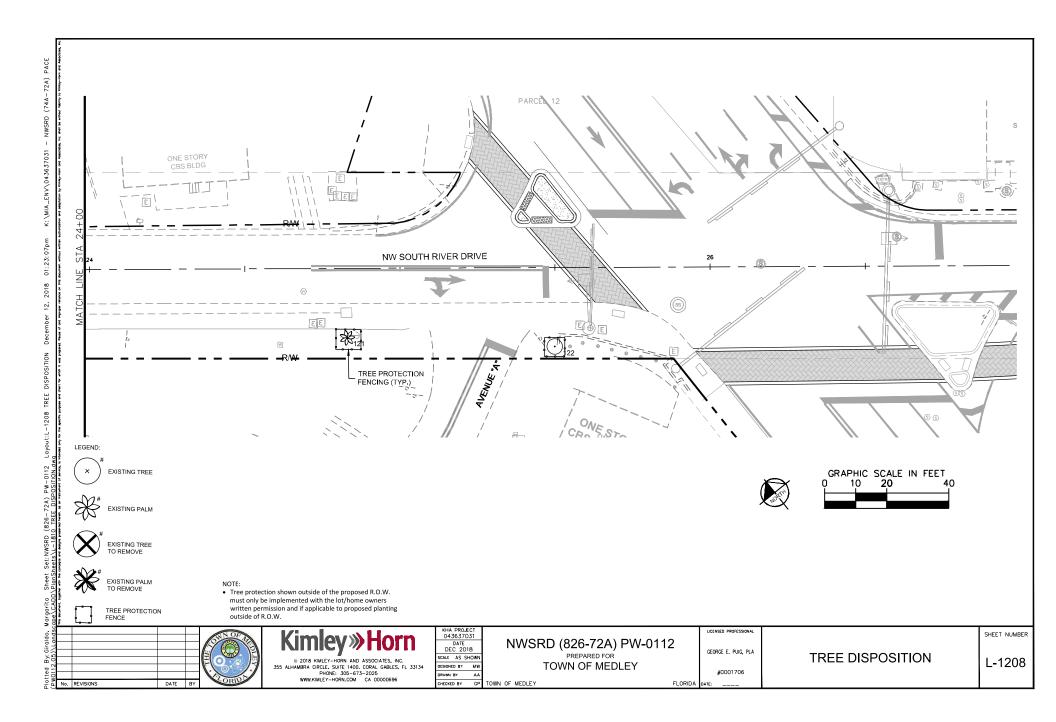


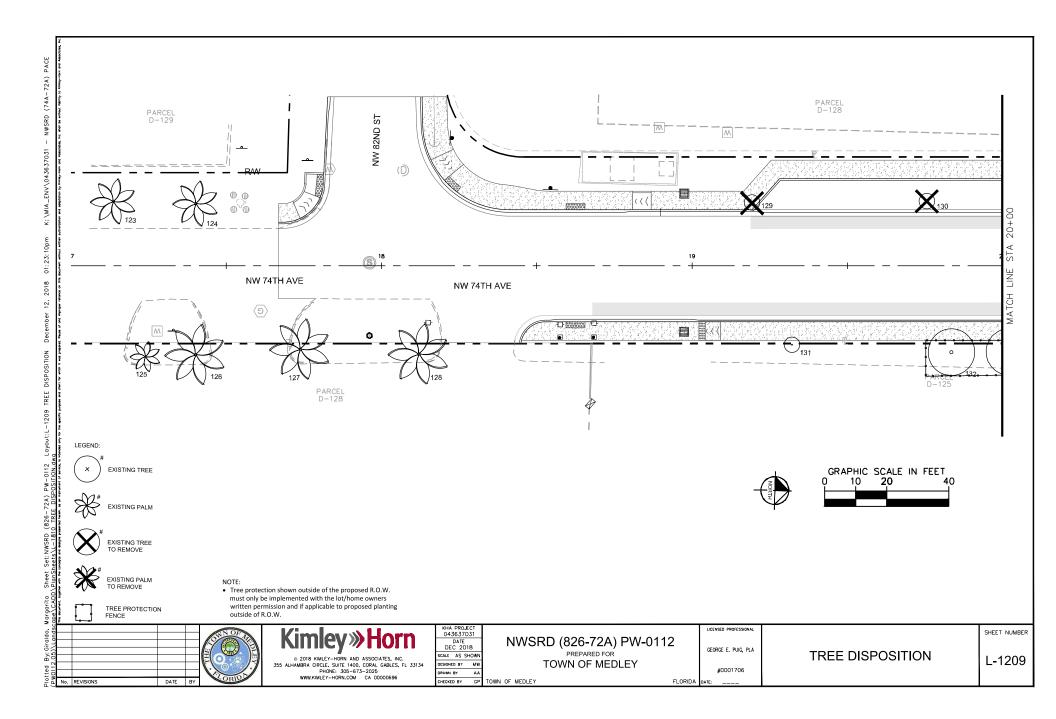


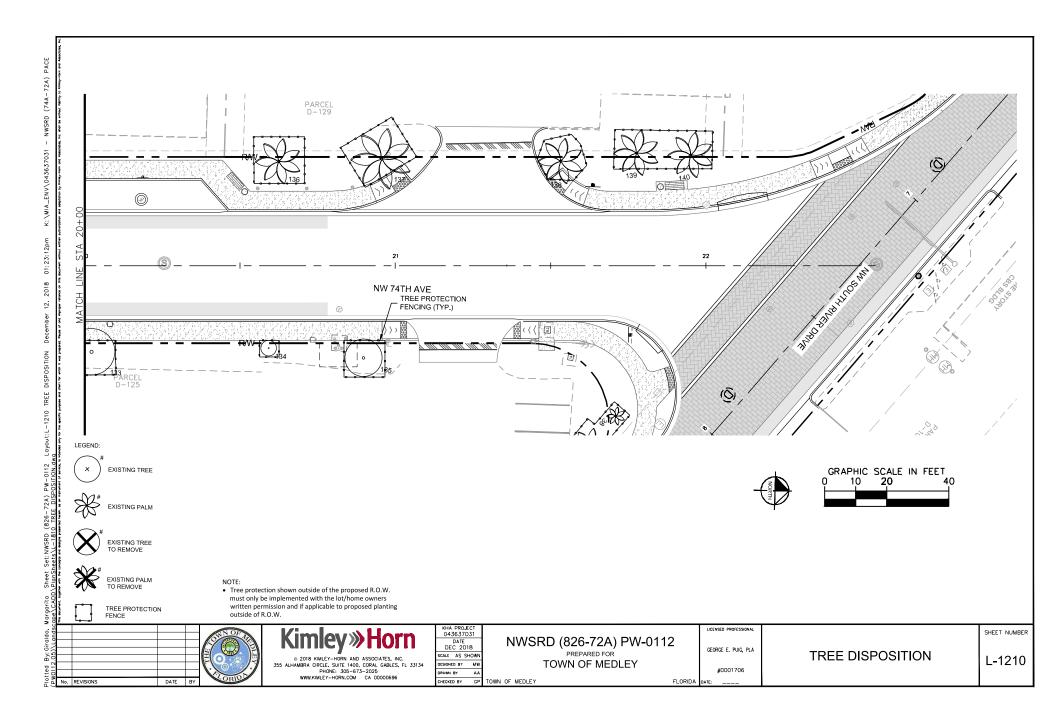












TF
_
_

01:23:19pm

12,

TREE DISPOSITION LIST December

t Set: NWSRD (826–72A) PW-0112 Layout: L-1811 TREE ISheets\L-1811 TREE INV LIST-dwg
se coops and design greated state, as a hardward of serice, in hardward tree, as a hardward of serice, in a hardward tree.

TREE NO.	COMMON NAME	SCIENTIFIC NAME	DBH (IN)	HEIGHT (FT)	CANOPY Ø (FT)	TREE CONDITION	DISPOSITION	MITIGATION (SF)	NOTES
1A	Cabbage Palm	Sabal palmetto	11	20	10	good	Remain		
1	Cabbage Palm	Sabal palmetto	11	20	10	good	Remain		
2	Cabbage Palm	Sabal palmetto	11	20	10	good	Remain		
3	Cabbage Palm	Sabal palmetto	11	20	10	good	Remain		
4	Cabbage Palm	Sabal palmetto	11	20	10	good	Remain		
5	Cabbage Palm	Sabal palmetto	11	20	10	good	Remain		
6	Live Oak	Quercus virginiana	6	18	10	good	Remain		
7	Live Oak	Quercus virginiana	6	18	10	good	Remain		
8	Live Oak	Quercus virginiana	6	18	10	good	Remain		
9	Weeping Bottlebrush	Calistemon viminalis	24	8	10	poor	Remain		
10	Weeping Bottlebrush	Calistemon viminalis	12	8	3	poor	Remain		
11	Weeping Bottlebrush	Calistemon viminalis	24	8	8	poor	Remain		
12	Cabbage Palm	Sabal palmetto	10	22	10	good	Remain		
13	Christmas Palm	Adonidia merrillii	4	10	5	poor	Remain		Uprooted
14	Christmas Palm	Adonidia merrillii	4	8	0	dead	Remain		Uprooted
15	Cabbage Palm	Sabal palmetto	11	20	10	good	Remain		
16	Cabbage Palm	Sabal palmetto	18	22	15	good	Remain		
17	Cabbage Palm	Sabal palmetto	18	20	15	good	Remain		
18	Green Buttonwood	Conocarpus erectus	6	10	6	poor	Remain		main trunk missing
19	Dominican Sabal	Sabal domingensis	20	13	15	good	Remain		main traint missing
19A	Umbrella Tree	Schefflera actinophylla	16	+	25	good	Remain		growing at base of building
20		· · · · · · · · · · · · · · · · · · ·	t	24	t	good	Remain		growing at base or building
21	Christmas Palm	Adonidia merrillii	4	20	8	good	Remain		<del> </del>
22	Christmas Palm	Adonidia merrillii	4	20	8	good	Remain		_
23	Christmas Palm	Adonidia merrillii	4	20	8				
23	Christmas Palm	Adonidia merrillii	4	20	8	good	Remain Remain		
	Christmas Palm	Adonidia merrillii	4	20	8	good			
25	Christmas Palm	Adonidia merrillii	4	20	8	good	Remain		
26	Christmas Palm	Adonidia merrillii	4	20	8	good	Remain		(M.W.Tourly O)
27	Christmas Palm	Adonidia merrillii	3	8	4	good	Remain		(Multi-Trunk: 2)
28	Christmas Palm	Adonidia merrillii	3	8	4	good	Remain		(Multi-Trunk: 2)
29	Christmas Palm	Adonidia merrillii	3	8	4	good	Remain		(Multi-Trunk: 2)
30	Christmas Palm	Adonidia merrillii	20	15	15	good	Remain		(Multi-Trunk: 4)
31	Christmas Palm	Adonidia merrillii	15	15	15	good	Remain		(Multi-Trunk: 3)
32	Christmas Palm	Adonidia merrillii	20	15	15	good	Remain		(Multi-Trunk: 4)
33	Christmas Palm	Adonidia merrillii	15	15	15	good	Remain		(Multi-Trunk: 3)
34	Christmas Palm	Adonidia merrillii	15	15	15	good	Remain		(Multi-Trunk: 3)
35	Christmas Palm	Adonidia merrillii	20	12	15	good	Remain		(Multi-Trunk: 4)
36	Christmas Palm	Adonidia merrillii	15	15	15	good	Remain		(Multi-Trunk: 3)
37	Cabbage Palm	Sabal palmetto	10	10	8	good	Remain		*Inside of private commercial property
38	Solitaire Palm	Ptychosperma elegans	3.5	20	6	good	Remain		
39	Christmas Palm	Adonidia merrillii	5	15	12	good	Remain		
40	Weeping Bottlebrush	Calistemon viminalis	24	20	20	good	Remain		
41	Christmas Palm	Adonidia merrillii	11	15	10	good	Remain		(Multi-Trunk: 2)
42	Christmas Palm	Adonidia merrillii	8.5	12	10	good	Remain		(Multi-Trunk: 2)
43	Christmas Palm	Adonidia merrillii	12	12	10	good	Remain		(Multi-Trunk: 3)
44	Christmas Palm	Adonidia merrillii	5	12	10	good	Remain		(Staggered: 2) One Palm dead
45	Christmas Palm	Adonidia merrillii	8.5	12	10	good	Remain		(Multi-Trunk: 2)
46	Banana Tree	Musa acuminata	0	5.5	5	good	Remain		
47	Mango Tree	Mangifera indica	9	20	22	good	Remain		
48	Coconut Palm	Cocos nucifera	6	25	20	good	Remain		*Inside of commercial property
49	Royal Poinciana	Delonix regia	-	20	20	good	Remain		*Inside of residential property

INFORMATION UTILIZED IN PREPARATION OF TREE INVENTORY AND TREE DISPOSITION PLANS ASCERTAINED FROM AND RELIANT UPON TOPOGRAPHIC SURVEY PREPARED BY HAD DONE LAND SURVEYORS AND MAPPERS DATED AUG. 28, 2018, SITE OBSERVATION ON NOVEMBER 7, 2018 CONDUCTED BY KIMLEY-HORN AND ASSOCIATES, INC., AND AERIAL PHOTOGRAPHY DATED 2017 (SOURCE: MIAMI-DADE COUNTY AERIAL IMAGERY).

\* INACCESSIBLE - TREE LOCATED WITHIN PRIVATE PROPERTY. VERIFICATION UNACHIEVABLE OR ESTABLISHED PROJECTION.

Kimley » Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
355 ALHAMBRA CIRCLE, SUITE 1400, CORAL CABLES, FL 33134
PHONE: 308-673-2025
WINKHMLEY-HORN.COM CA 000000696

KHA PROJECT 043637031 DATE DEC 2018 SCALE AS SHOWN DESIGNED BY MW DRAWN BY

CHECKED BY

GP

TOWN OF MEDLEY

NWSRD (826-72A) PW-0112

TOWN OF MEDLEY

GEORGE E. PUIG, PLA #0001706

FLORIDA DATE:

LICENSED PROFESSIONAL

TREE DISPOSITION LIST

SHEET NUMBER

CE	Aestofate
A) PA	e maga-
4-72,	ty to Kimia
(74)	heut liebili
WSRD	in of live
N -	oton, he.
37031	ond Asso
0436	mby-Hom
ENV	aften by Ki
/MIA_	riogo pue
ž.	therization
19pm	. welkben g
1:23:	ent afthou
0 81	this docum
2, 20	uo eouoge
ser 1;	adodu
шесеш	puo je sen
IST D	repared Re
NOI	d see y
POSIT	ant for which
E DIS	do and off
2 TRE	dend oygon
-181	for the sp
/out: L	fine behavi
2 La)	rdea, la le
) PW-0112 IV LIST.dwg	ment of m
(A)	que se
:6-72 TREE	d hereh,
D (82	us present
NWSR s\L-	igang pun s
. Margarita Sheet Set:NWSRD (826-72A) PW-0112 Layout:L-1812 TREE DISPOSITION LIST December 12, 2018 01:23:19pm K:\WIA_ENV\043637031 - NWSRD (74A-72A) PACE Secone-CADID Planisheets\(L_1811\) TREE INV LIST-dwa	The descript by the comple and design present track, in a habitant of words, it has been soon for the quality proper and design to friend, that it is a fact for this first that it and impress that it and impress on the sourcest beam althoughten and design to firstly to findly this firstly that the design to findly the firstly to findly this firstly that the firstly the firstly to findly this firstly that the fi
Sheet \Plan	the with
cADD	ment, top
Marg(	Ne ex
. 0	

TREE NO.	COMMON NAME	SCIENTIFIC NAME	DBH (IN)	HEIGHT (FT)	CANOPY Ø (FT)	TREE CONDITION	DISPOSITION	MITIGATION (SF)	NOTES
50	*Tree	-	-	-	-	-	Remain		*Inside of private commercial property
51	Hong Kong Orchid Tree	Bauhinia blakeana	5	10	6	poor	Remain		Multi-Trunk
52	*Tree	-	-	-	-	-	Remain		*Inside of residential property
53	*Tree		-	-	-	-	Remain		*Inside of residential property
54	*Tree	-	-	-	-	-	Remain		*Inside of residential property
55	Gumbo Limbo	Bursera simaruba	8.5	20	20	good	Remain		*Inside fenced in pump area
56	Weeping Bottlebrush	Calistemon viminalis	8	10	12	good	Remain		
57	*Hong Kong Orchid Tree	Bauhinia blakeana	4	10	6	poor	Remain		Multi-Trunk
58	*Christmas Palm	Adonidia merrillii	-	-		-	Remain		*Inside of residential property
59	*Palm	-	-			-	Remain		*Inside of residential property
60	*Tree	-	-	-		-	Remain		*Inside of residential property
61	*Shrub	-	_	-		_	Remain		*Inside of residential property
62	*Shrub	-	_	_	_	-	Remain		*Inside of residential property
63	Weeping Bottlebrush	Calistemon viminalis	40	20	16	good	Remain		
64	Australian Pine	Causarina equisetifolia	12	40	15	good	Remove		Exotic/Invasive
65	Australian Pine	Causarina equisetifolia	12	35	10	good	Remove		Exotic/Invasive
66	Australian Pine	Causarina equisetifolia	12	35	15	good	Remove		Exotic/Invasive
67	*Tree	-	- 12	- 55	-	-	Remain		*Inside of residential property
68	Hong Kong Orchid Tree	Bauhinia blakeana	16	30	20		Remain		
69	Hong Kong Orchid Tree	Bauhinia blakeana	20	30	6	poor	Remain		
70	Hong Kong Orchid Tree	Bauhinia blakeana	0	0	0	dead	Remain		Stump
71	Hong Kong Orchid Tree	Bauhinia blakeana	20	25	20	good	Remain		
72	Hong Kong Orchid Tree					good	Remain		Multi-Trunk
73	Hong Kong Orchid Tree	Bauhinia blakeana	18	30	20	good	Remain		
	Hong Kong Orchid Tree	Bauhinia blakeana	12	30	20				
74 75		Bauhinia blakeana	30	25	20	good	Remain		*Incide of accidential account.
	Tree	-	-	-	-	good	Remain		*Inside of residential property
76	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
77	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
78	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
79	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
80	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
81	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
82	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
83	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
84	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
85	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
86	*Christmas Palm	Adonidia merrillii	6	10	10	good	Remain		*Inside of residential property
87	*Tree	-	-	-	-	good	Remain		*Inside of residential property
88	Yellow Trumpet Tree	Tabebuia caraiba	14	16	25	good	Remove	491	
89	Red Edge Dracena	Dracena Marginata	15	10	6	good	Remain		Multi-Trunk
90	Cabbage Palm	Sabal palmetto	11	35	10	good	Remain		
91	Cabbage Palm	Sabal palmetto	11	40	10	good	Remain		
92	Cabbage Palm	Sabal palmetto	11	40	10	good	Remain		
93	Red Edge Dracena	Dracena Marginata	15	10	6	good	Remain		Multi-Trunk
94	*Tree	-	-	-		good	Remain		*Inside of residential property
95	*Tree	-	-	-	-	good	Remain		*Inside of residential property
96	*Tree	-	-	-	-	good	Remain		*Inside of residential property
97	*Tree	-	-	-	-	good	Remain		*Inside of residential property
98	Palm by Surveyor	-				Not Present	Remain		
99	Yellow Trumpet Tree	Tabebuia caraiba	14	20	25	good	Remain		
- 55									

INFORMATION UTILIZED IN PREPARATION OF TREE INVENTORY AND TREE DISPOSITION PLANS ASCERTAINED FROM AND RELIANT UPON TOPOGRAPHIC SURVEY PREPARED BY HAD DONE LAND SURVEYORS AND MAPPIES SUPECT PREPARED BY HAD DOING EARLY SURVEYORS AND MAPPIES DATED AUG. 28, 2018, SITE OBSERVATION ON NOVEMBER 7, 2018 CONDUCTED BY KIMLEY-HORN AND ASSOCIATES, INC., AND AERIAL PHOTOGRAPHY DATED 2017 (SOURCE: MIAMI-DADE COUNTY AERIAL IMAGERY).

\* INACCESSIBLE - TREE LOCATED WITHIN PRIVATE PROPERTY. VERIFICATION UNACHIEVABLE OR ESTABLISHED PROJECTION.

TREE DISPOSITION LIST

Kimley » Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, NIC.
355 ALHAMBRA CIRCLE, SUTE 1400, CORAL CABLES, FL 33134
PHONES 308-673-2026
WHIXMILEY-HORN COM CA 000000696

KHA PROJECT 043637031 DATE DEC 2018 SCALE AS SHOWN DESIGNED BY MW DRAWN BY

CHECKED BY GP

TOWN OF MEDLEY

NWSRD (826-72A) PW-0112

TOWN OF MEDLEY

LICENSED PROFESSIONAL GEORGE E. PUIG, PLA

#0001706

FLORIDA DATE:

SHEET NUMBER

12, 2018

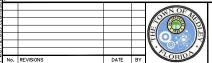
TREE NO.	COMMON NAME	SCIENTIFIC NAME	DBH (IN)	HEIGHT (FT)	CANOPY Ø (FT)	TREE CONDITION	DISPOSITION	MITIGATION (SF)	NOTES
101	Cabbage Palm	Sabal palmetto	10	25	10	good	Remove	79	
102	Cabbage Palm	Sabal palmetto	10	25	10	good	Remove	79	
103	Cabbage Palm	Sabal palmetto	10	25	10	good	Remove	79	
104	Mexican Fan Palm	Washingtonia robusta	10	25	10	good	Remain		
105	Mexican Fan Palm	Washingtonia robusta	0	0	0	Dead Trunk	Remove	0	
106	Red Edge Dracena	Dracena Marginata	15	10	6	good	Remain		Multi-Trunk
107	*Mahogany	Swietenia mahagoni	42	40	50	good	Remain		*Inside of residential property
108	*Red Edge Dracena	Dracena Marginata	-	-	-	good	Remain		*Inside of residential property
109	*Umbrella Tree	Schefflera actinophylla	-	-	-	good	Remain		*Inside of residential property
110	*Monkey Puzzle	Araucaria araucana	-	-	-	good	Remain		*Inside of residential property
111	*Umbrella Tree	Schefflera actinophylla	-	-	-	good	Remain		*Inside of residential property
112	Red Edge Dracena	Dracena Marginata	15	10	4	good	Remain		Multi-Trunk
113	Mexican Fan Palm	Washingtonia robusta	10	25	10	good	Remove	79	
114	Mexican Fan Palm	Washingtonia robusta	10	25	10	good	Remove	79	
115	Mexican Fan Palm	Washingtonia robusta	10	25	10	good	Remove	79	
116	Red Edge Dracena	Dracena Marginata	15	10	4	good	Remain		Multi-Trunk
117	Mango Tree	Mangifera indica	16	15	15	good	Remain		
118	Tree	-	-	-	-	good	Remain		
119	Coconut Palm	Cocos nucifera	10	20	20	good	Remain		
120	Black Olive	Bucida buceras	18	25	30	good	Remove	1414	
121	Christmas Palm	Adonidia merrillii	4.5	18	5	good	Remain		
122	Strangler Fig	Ficus aurea	1	8	5	good	Remain		
123	Royal Palm	Roystonea regia	15	15	20	good	Remain		
124	Royal Palm	Roystonea regia	15	40	10	good	Remain		
125	Christmas Palm	Adonidia merrillii	12	10	10	good	Remain		Single
126	Christmas Palm	Adonidia merrillii	24	20	20	good	Remain		(Staggered: 2)
127	Christmas Palm	Adonidia merrillii	24	20	20	good	Remain		(Staggered: 2)
128	Christmas Palm	Adonidia merrillii	24	24	20	good	Remain		(Staggered: 2)
129	Silver Buttonwood	Conocarpus erectus var. sericeus	3	10	8	good	Remove	50	Multi-Trunk
130	Silver Buttonwood	Conocarpus erectus var. sericeus	3	10	8	good	Remove	50	Multi-Trunk
131	Shrub Not Tree	-	-	-	-		Remain		
132	Yellow Trumpet Tree	Tabebuia caraiba	20	20	15	good	Remain		Multi-Trunk
133	Yellow Trumpet Tree	Tabebuia caraiba	20	20	15	good	Remain		Multi-Trunk
134	Yellow Trumpet Tree	Tabebuia caraiba	16	12	5	good	Remain		
135	Yellow Trumpet Tree	Tabebuia caraiba	9	20	12	good	Remain		Multi-Trunk
136	Royal Palm	Roystonea regia	16	35	10	good	Remain		
137	Royal Palm	Roystonea regia	16	45	20	good	Remain		
138	Royal Palm	Roystonea regia	12	40	15	good	Remain		
139	Royal Palm	Roystonea regia	12	40	15	good	Remain		
140	Royal Palm	Roystonea regia	12	40	15	good	Remain	1	

INFORMATION UTILIZED IN PREPARATION OF TREE INVENTORY AND TREE DISPOSITION PLANS ASCERTAINED FROM AND RELIANT UPON TOPOGRAPHIC SURVEY PREPARED BY HAD DONE LAND SURVEYORS AND MAPPERS DATED AUG. 28, 2018, SITE OBSERVATION ON NOVEMBER 7, 2018 CONDUCTED BY KIMLEY-HORN AND ASSOCIATES, INC., AND AERIAL PHOTOGRAPHY DATED 2017 (SOURCE: MIAMI-DADE COUNTY AERIAL IMAGERY).

# TOTAL MITIGATION REQUIRED: 2,479 SF

PROPOSED MITIGATION TO BE ACHIEVED THROUGH THE REPLANTING OF TREES ON-SITE. REFER TO LANDSCAPE PLAN L-1310 FOR MITIGATION REPLACEMENT VALUE.

\* INACCESSIBLE - TREE LOCATED WITHIN PRIVATE PROPERTY. VERIFICATION UNACHIEVABLE OR ESTABLISHED PROJECTION.



© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025 WWW.KIMLEY-HORN.COM OA 00000696

KHA PROJECT 043637031 DATE DEC 2018 SCALE AS SHOWN DESIGNED BY MW DRAWN BY

CHECKED BY

GP

TOWN OF MEDLEY

NWSRD (826-72A) PW-0112 PREPARED FOR

TOWN OF MEDLEY

#0001706 FLORIDA DATE:

LICENSED PROFESSIONAL

GEORGE E. PUIG, PLA

TREE DISPOSITION LIST

SHEET NUMBER

B. Fertilization is to stimulate root systems to heal quickly and grow back in root-pruned areas. It also produces faster availability of tool to a root system that is less efficient due to the damage incurred. C. Root puming is to remove the roots with a terenching procedure that is less damaging to the roots than regular construction.

D. Mulching is to increase moisture-holding capacity and keep the temperature of the soil more constant.

\_ENV\043637031

\M\A

01:23:

2018

2,

DETAILS

 A. Combo Fence - Combination silt and natural resource protection fence (see detail).
 B. Critical Root Zone - The mass of roots surrounding a tree that is required by the tree to live. The critical root zone is often much larger than the canopy. Shown on the plans as dashed circles.

C. DBH - Diameter Breast High - Indicates the location on the trunk, approximately 4.5' above ground, to measure the diameter of a tree.

D. Grade - Refers specifically to grade on the Significant Tree or Transplant Schedule. The grade of a tree refers to the overall health and appearance of the tree. The grades range from "A" being excellent to "D" being hazardous.

E. Preserve Trees - Trees that are to be saved in place.

Project Urban Forester - A representative, hired and paid for by the owner, that supervises the construction of the procedures shown on the natural resource plans.

G. Protection Zones/Areas - Any area enclosed partially or completely by a fence shown on the natural

Spade Transplant - A tree transplanted using a tree spade machine,

Transplanted Trees - Trees that are to be moved by hand, spade, crane or gantry to another location.

## PART 3 - PRODUCTS FOR TREE TREATMENT

SE-recorded to Force: INCELLIBER INTERNATION Every effort shall be made to utilize chemicals of an organic or biodegradable nature in order to offer the least impact to the nacordance with soft and present or manufactures of effects of efforts. On the soft of the soft

Recommended Fertilizer

a. "XL Injecto Feed" product of Doggett Corp., Lebanon, New Jersey (908) 236-6335.
 Apply a 12/24/24 ratio with a dilution rate 1/3 more water than specified on bag.

2. Recommended Wetting Agent: a. "APSA-80", product of Arrway Corp. (800) 253-7088.
 Mycorhizal Treatment:

a. Plant Health Care, Inc. (800) 421-9051.

Products of the same type from other sources shall not be excluded, provided they possess like physical and functional characteristics and are approved by the Project Landscape Architect.

"Astro", a product of FMC Corporation. (800) 321-1362.

Woven wire fence (Minimum 14.5 gauge maximum 6" mesh spacing).

2. Artic Vinyl Flagging, Color: International Orange. Forestry Suppliers Catalog (800) 647-5368. Artic Vinyl Flagging is required due to strength and longevity. No substitution without approval of Project Urban Forester.

3. 6' T Bar Post.

 T-Bar Post Caps.
 Rebar Caps. Brilliant Orange mushroom type as manufactured by Mutual Industries North (800) 523-0888 or equal.

b. R-4 T-Bar Post Caps as manufactured by RammFence (800) 434-8455 or equal

A. Tree Canopy Pruning Operation

 Trees to be pruned shall include only trees affected by construction or as designated on Significant Tree or Transplant Schedule. This item is to be coordinated by the Project Urban Forester.

All pruning shall be done in accordance with ANSI A300 (Part 1) Pruning.

Certified Arborist shall perform all pruning.

Pruning shall consist of the following methods:
 a. Cleaning, see Sect. 5.6.1.

Interfering branch removal

Raising, see Sect. 5.6.4. Height to be 6' (min.) in parking lot areas only.

Only trees affected by construction or as shown on the Tree Removal Plan shall be treated

2. Trees specified to receive fertilizer shall be treated in the fall of 2008. Preserve Tree Injectable

Fertilizer Treatment. See detail sheet.

Mix ferblizer with a dilution rate 1/3 more water than label instructions into a tank with agitation capability (150s. –133 Gallons).
 Mix Wetting Agent at a rate of 5 oz. Per 100 gallons of fertilizer solution into same

tank with fertilizer. Agitate mix.
c. Inject the mixture with a hydraulic injection system set at 100 to 150 p.s.i. for sandy soils, 200 p.s.i. for silt/clay soils, into the upper 6-12 inches of soil with a soil probe.

Inject at the rate of one third (1/3) gallon at each injection site.

d. Critical Root Zone areas shall be injected, where possible, in the Critical Root Zone. area plus 2' beyond Critical Root Zone, but not beyond Root Prunes, See detail,

Fortilizer shall be installed prior to installation of any aeration systems.
 AT THE REQUEST OF THE SPECIFIER, EMPTY PRODUCT BAGS TO BE RETURNED TO THE SPECIFIER FOR PROOF OF USE.

3. Transplant Injectable Fertilizer Treatment

 Mix fertilizer with a dilution rate 1/3 more water than label instructions into a tank with anitation canability (15lbs = 133 Gallons)

 b. Mix Wetting Agent at a rate of 5 oz. Per 100 gallons of fertilizer solution into same tank with fertilizer. Agitate mix.

c. Inject the mixture with a hydraulic injection system set at 100 to 150 p.s.i. for sandy soils, 200 p.s.i. for slit/clay soils, into the upper 6-12 inches of soil with a soil probe. Inject at the rate of one third (1/3) gallon at each injection site.

d. See transplant details on this sheet for injection locations.

EMPTY PRODUCT BAGS TO BE STOCKPILED FOR INSPECTION BY PROJECT LANDSCAPE ARCHITECT PRIOR TO DISPOSAL.

 Transplant Incodent & Bioistimulant. See Detail Sheet.
 Use one 3 oz. Packet of MyoorTree Tree Saver Transplant Myoormizal Transplant Incodent & Boulant for every 1-dood diameter of root ball. Mix inoculant in 10° wide topsoil ring. around the root ball.

Mix one 4 oz. Bag of MycorTree Tree Saver Injectable Mycorrhizal Inoculant and 4 packs (to equal 1 pound) PHC BioPack per 100 gallons of water.

c. Agitate for 10 minutes.
d. Inject the mixture with a hydraulic injection system set at 100 to 150 p.s.i. for sandy soils, 200 p.s.i. for silt/clay soils, into the upper 6-12 inches of soil with a soil probe Inject at the rate of one third (1/3) gallon at each injection site. See transplant details on this sheet for injection locations.

EMPTY PRODUCT BAGS TO BE STOCKPILED FOR INSPECTION BY PROJECT LANDSCAPE ARCHITECT PRIOR TO DISPOSAL.

5 Transplant Maintenance

a. Approximately one year after planting, the Tree Relocation Contractor shall refertilize all transplants utilizing the same procedure

C. Insecticide Operation

 Apply "Astro" as a topical solution if recommended by Project Landscape Architect or by these plans. Notify Project Landscape Architect if an infestation is noticed. Apply around base of trunk to soil line, trunk and any limb 1/3 the size of the trunk to 25°-30' high. Insure complete coverage. Reapply "Astro" 2-3 months after initial application utilizing same procedure.

 Follow all manufacturers' recommendations concerning application when applying "Astro".
 Read all warning labels. Any pets, as well as, the pets food and water bowls should be removed from the area and any swimming pools should be covered. Coordinate with Project Urban Forester for further instruction.

D. Root Pruning Trenching Operation

Trenching locations shall be approved in the field by the Project Landscape Architect

 Trenching equipment that will turn at high RPM's is preferred. Trenching equipment is to be used to perform all root pruning operations.
 A minimum depth of three feet is required. Glean out roots in trench on tree side with loppers or chain saw after trenching is complete

The trench shall be backfilled and compacted immediately.

E. Natural Resource Protection (or Tree Protection) Fencing

See details for types and locations.

2. Fencing is to be located accurately per plan by General Contractors Surveyor.

Natural Resource Contractor shall remove and discard all trees shown on the tree removal plan to be removed, see Existing Tree Schedule. All trees shown to be removed shall be felled with a chain saw and stump ground 6" below surface. Any tree shown to be removed and is in an area where compaction is critical the tree shall be felled with a chain saw and stump removed by Clearing Contractor. Care must be taken not to damage trees marked for

 Clearing Contractor is to clear all remaining trees after the Natural Resource Fencing is installed.
 If fence is damaged, repair is to be performed immediately. See Fence Penalties. Care must be taken not to damage trees marked for preservation,

3. All wood from removals shall be hauled from the site the same day, except for tops. All tops are to be mulched and stockpiled or hauled directly to mulched areas, if scheduling permits. (See landscape plans for mulching). All excess wood chips should be hauled off site after fandscaping

Clearing Contractor is to haul off all stumps.

5. All burn pits if applicable must be approved by the Project Urban Forester and owner,

All dean backfill/clean topsoil necessary for transplant operations shall fall within the limits
of the planting specifications, located elsewhere in the contract documents.

H. Machine Dug Transplant Operation

Dig transplant-receiving hole.
 Set spade dug root ball into receiving hole 4"-6" above existing grade.

Wash sand or topsoil into air pockets between root ball and receiving hole

 Install topsoil ring, 4" high, 10" wide, around perimeter of root ball. Mix MycorrTree Tree Saver Mycorrhizal Transplant Inoculant into topsoil ring. See Part 4 Section B for procedure. Install 4"-6" mulch from perimeter of root ball to within 6" of tree trunk.

6. Cover topsoil ring with 1" of mulch and extend mulch 4"-6" deep, 6" away from perimeter of

Water transplant.

I. Holding Area for Transplants

 Coordinate with Owner's Representative for location. Coordinate construction and scheduling with Owner's Representative

 Install protection fencing surrounding holding area after all transplants have been moved unless otherwise instructed by Owner's Represenative

3. Transplants shall be placed into the soil at the holding area unless the soil is deemed unacceptable by Project Landscape Architect. If unacceptable soil is encountered, the holding area shall be relocated to a new location or excavated to a depth determined by Project Landscape Architect and new approved topsoil installed. Transplants shall be backfilled with approved topsoil.

Install three (3) 12" tensiometers. One on opposite corners and one in the middle of the holding area. Project Landscape Architect shall adjust locations of tensiometers per observations in the field.

General Contractor shall supply temporary irrigation to the holding area. Temporary irrigation shall consist of above the ground PVC or Polyethylene pipe, spray or rotor heads (with head to head coverage) and a controller. Set schedule per Part 7.

A. Repair of Damaged Trees

year of varifactor frees or other natural resources should occur by accident or negligence during the construction period, the Project Urban Forester shall appraise the damage and make recommendations to the owner for repair by the General Contractor.

If any tree that is designated to be saved is deemed substantially damaged or dead due to construction damage, at the sole discretion of Project Landscape Architect, the following penalties will

... Trees 1" - 12" of trunk diameter, measured at 1' from the ground will be valued at

Trees 13" and above of trunk diameter measured at 4.5' from the ground will be valued.

at \$400.00 per diameter inch.

If any tree designated to be saved is removed from the site without permission of the owner's representative, the penalty will be \$600.00 per inch.

B. Repair of Damaged Natural Resource Fences

If any damage to Natural Resource Fences should occur by accident or negligence, the General Contractor will be responsible for immediate repairs of the initial damage. Fines will be imposed

a First time offense a fine of \$200.00 will be imposed

 In the event the fence is not repaired within 24 hours to the Owner's Representative's satisfaction, an additional fine of \$100.00 per day will be imposed, until the fence is satisfactorily repaired.

 In the event a natural resource is damaged due to fence being down, a fine of \$200.00 plus the cost of repair or replacement of the natural resource as appraised by the Project Landscape Architect will be imposed.

PART 6 - NATURAL RESOURCE PROTECTION SEQUENCE

A. The sequence of tree treatment and preservation measures shall be

1. Root Pruning and Root Barriers. Natural Resource Fencing.

3. Clearing and Grading.

Tree Pruning.

5. Fortilization 6. Insecticide

General Contractor's Surveyor shall stake all site improvements in order to facilitate accurate

location of trenching and fencing operations.

B. Maintain and repair Natural Resource fencing during site construction operations.

C. General Contractor's access to Fenced protection areas will be permitted only

with approval of owner's representative.

D. Perform any excavation or grading required within the fenced root zone areas by hand. This operation is to be supervised by the Project Landscape Architect or Owner's Representative.

E. Limit required grading to 3" cut or fill within the fenced tree root zone areas. All grading to be supervised by the Owner's Representative. F. Clear by hand designated trees, shrubs, vines and groundcover from protected root zone areas.

G. Do not install conduit, sprinklers, or any utility line in any critical root zone area without the approval of the Project Landscape Architect.

Every effort shall be made to water the transplants as shown below. The Landscape Architect and/or Owner's Representative shall inspect all irrigation zones during the initial irrigation months and adjust settings accordingly to insure proper watering. Water in all transplants immediately after planting. Tree Relocation Contractor shall water by hand or by temporary irrigation, all transplants after planting as required by Landscape Architect or Owner's Representative until permanent rrigation is installed and operating. Irrigation Contractor shall install systems and set controllers as

A Transplant Irrigation Zones & Holding Area Zones

Use the following watering schedule for all transplants:

1. Set the controller to water for the following limits:

First 90 days = 15 minutes, 4 times a week (0.5" per application = 2" per week) 90 days - 270 days = 2 times a week (1" per application = 2" per week) 270 days on = 2 times a week (0.5" per application = 1" per week) Irrigation within current watering restrictions, as applicable

No. REVISIONS DATE

Kimley » Horn 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134

PHONE: 305-673-2025

WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT 043637031 DATE DEC 2018 SCALE AS SHOW DESIGNED BY BJI DRAWN BY JP

NWSRD (826-72A) PW-0112 PREPARED FOR

TOWN OF MEDLEY

LICENSED PROFESSIONAL GEORGE E. PUIG, PLA

#0001706

TREE DISPOSITION NOTES & **DETAILS** 

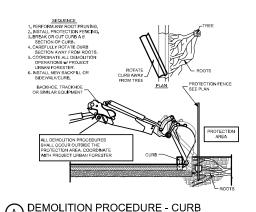
L-1250

CHECKED BY BJF

TOWN OF MEDIEY

FLORIDA DATE

SHEET NUMBER



NWSRD

K: \MIA\_ENV\043637031

01:23:27pm

2018

1,2

December

DETAILS

No. REVISIONS

OR SIMILAR EQUIPMEN PROTECTION FENCE SEE PLAN

6'H 'PERIMETER PLUS' CONSTRUCTION FENCE BY CONWED
PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL.
SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO DRIPLINE (TYP.) 8" TALL METAL "T" POSTS OR 2" x 2" x 8" PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

CORNER CONNECTION

INSTALLATION NOTES: A. POST SELECTION SHOULD BE BASED ON

ELEVATION PLAN VIEW

CONNECTION

A POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROO POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "TP POSTS OR TREATED WOOD POSTS ARE TYPICALLY WEST FOR CONSTRUCTION AND OTHER APPLICATIONS. B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/4 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 8' POST SHOULD BE SET AT LEAST 2' INTO THE

C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.).

D. SECURE FENCING TO POST WITH MYLON.

D. SECURE FEMCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS), WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.



DATE BY

© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025

WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT 043637031 DATE DEC 2018 SCALE AS SHOWN DESIGNED BY MW DRAWN BY CHECKED BY

NWSRD (826-72A) PW-0112 PREPARED FOR

TOWN OF MEDLEY

FLORIDA DATE:

LICENSED PROFESSIONAL

GEORGE E. PUIG, PLA #0001706

TREE DISPOSITION NOTES & **DETAILS** 

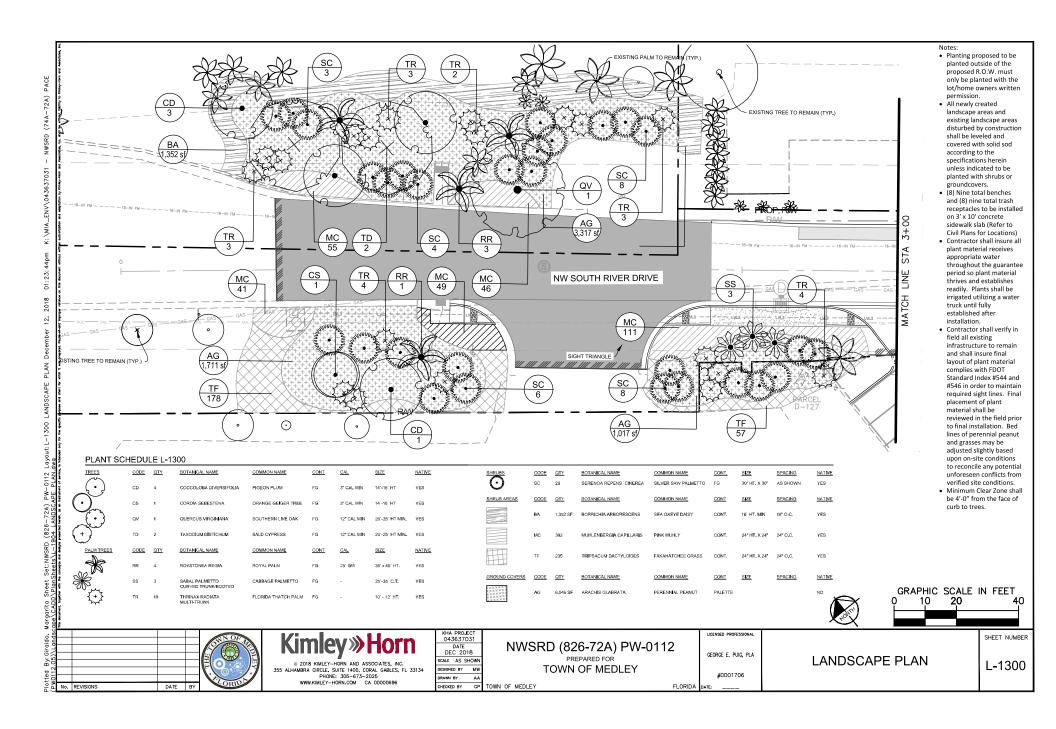
SHEET NUMBER

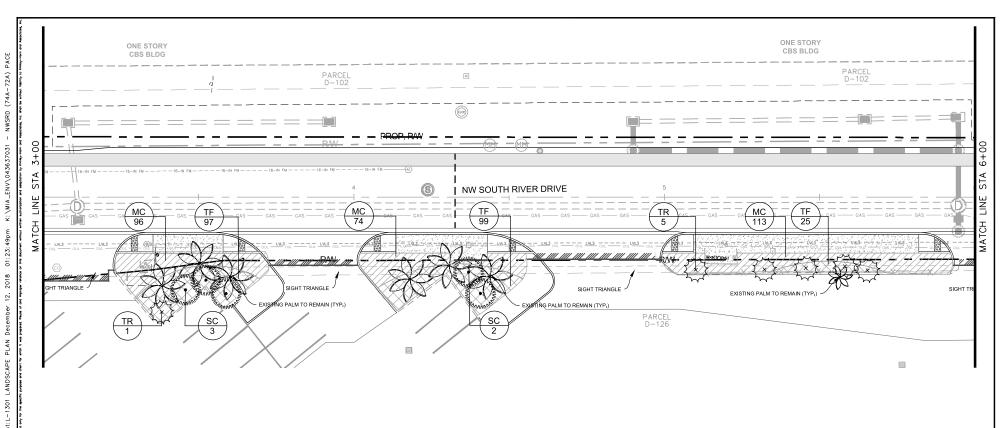
L-1251

SEQUENCE

1. PERFOSM ANY ROOT PRUNING.
2. INSTALL PROTECTION FERDING.
FERCURED.
FERCURED.
FOR STALL PROTECTION FERDING.
FERCURED.
FOR STALL SERVING PROSESTER
FROM PROTECTION FOR STALL
CAREFULLY EXCAVATE PAVING.
CAREFULLY EXCAVATE PAVING.
STALL SERVING FOR STALL
STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL PROTECTION FOR STALL
FOR STALL PROTECTION FOR STALL ALL DEMOLITION PROCEDURES SHALL OCCUR OUTSIDE THE PROTECTION AREA. COORDINATE WITH PROJECT URBAN FORESTER B DEMOLITION PROCEDURE - PAVEMENT

TOWN OF MEDLEY GP



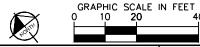


# PLANT SCHEDULE L-1301

PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE
<del>{+</del> }	TR	6	THRINAX RADIATA MULTI-TRUNK	FLORIDA THATCH PALM	FG		10° - 12° HT.	YES
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	SPACING	NATIVE
$\odot$	sc	5	SERENDA REPENS 'CINEREA'	SILVER SAW PALMETTO	FG	30" HT, X 30"	AS SHOWN	YES
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING	NATIVE
	мс	293	MUHLENBERGIA CAPILLARIS	PINK MUHLY	CONT.	24" HT. X 24"	24" O.C.	YES
	TE	221	TRIDOACI IM DACTVI OIDEO	EAVAUATOUEE ODAGS	CONT	24" HT V 24"	34" 0.0	VEC

# Notes:

- Planting proposed to be planted outside of the proposed R.O.W. must only be planted with the lot/home owners written
- All newly created landscape areas and existing landscape areas disturbed by construction shall be leveled and covered with solid sod according to the specifications herein unless indicated to be planted with shrubs or groundcovers.
- (8) Nine total benches and (8) nine total trash receptacles to be installed on 3' x 10' concrete sidewalk slab (Refer to Civil Plans
- (b) Mine total points and (c).
   Contractor shall insure all plant material receives appropriate water throughout the guarantee period so plant material thrives and establishes readily. Plants shall be irrigated utilizing a water truck until fully established after installation.
   Contractor shall verify in filed all existing infrastructure to remain and shall insure final layout of plant material complies with
- FDOT Standard Index #544 and #546 in order to maintain required sight lines. Final placement of plant material shall be reviewed in the field prior to final installation. Bed lines of perennial peanut and grasses may be adjusted slightly based upon on-site conditions to reconcile any potential unforeseen conflicts from verified site conditions.
- . Minimum Clear Zone shall be 4'-0" from the face of curb to trees.



© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 355 ALHAMBRA CIRCIE. SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025 WWW.KIMLEY-HORN.COM OA 00000696

KHA PROJECT 043637031 DATE DEC 2018 SCALE AS SHOWN DESIGNED BY MW DRAWN BY

CHECKED BY

TOWN OF MEDLEY

NWSRD (826-72A) PW-0112

TOWN OF MEDLEY

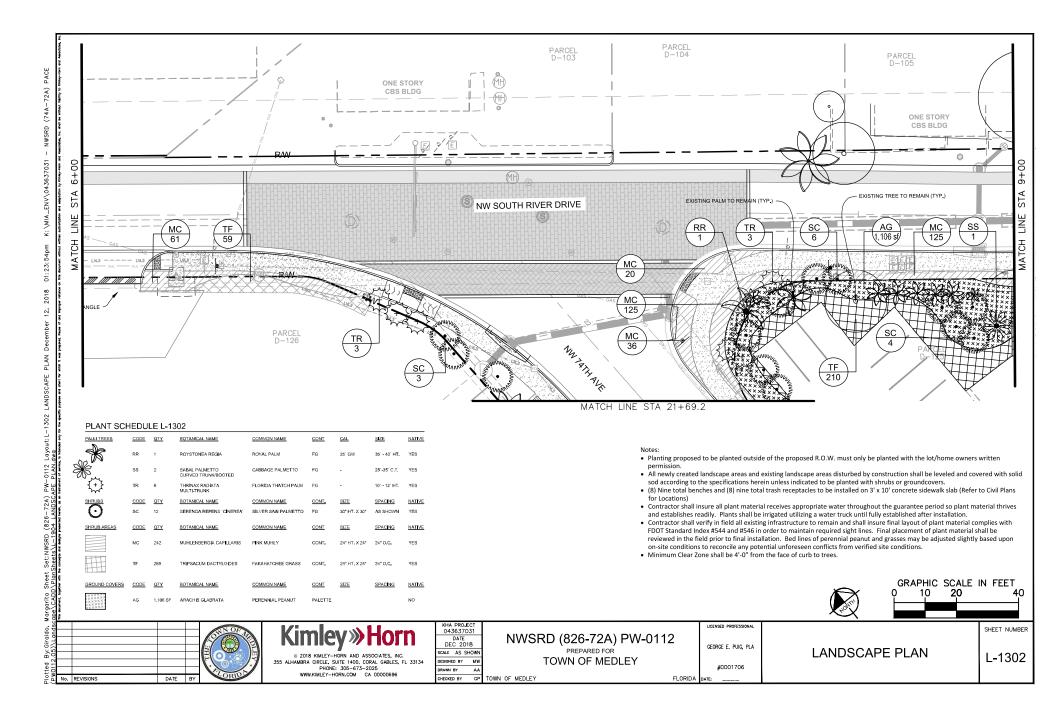
LICENSED PROFESSIONAL GEORGE E. PUIG, PLA

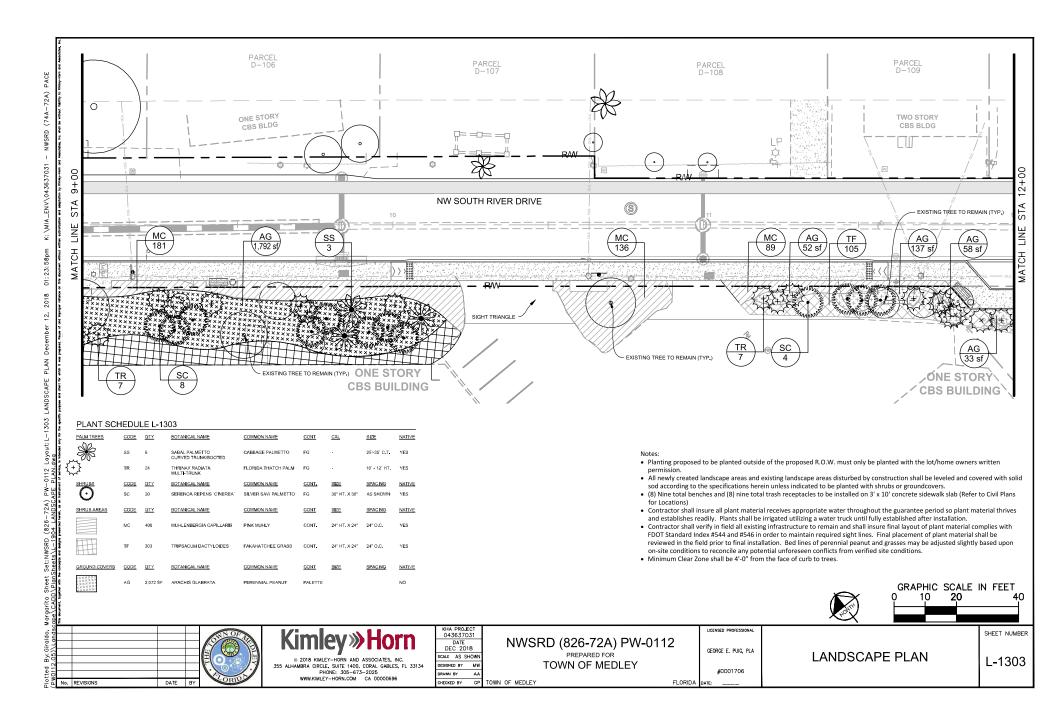
FLORIDA

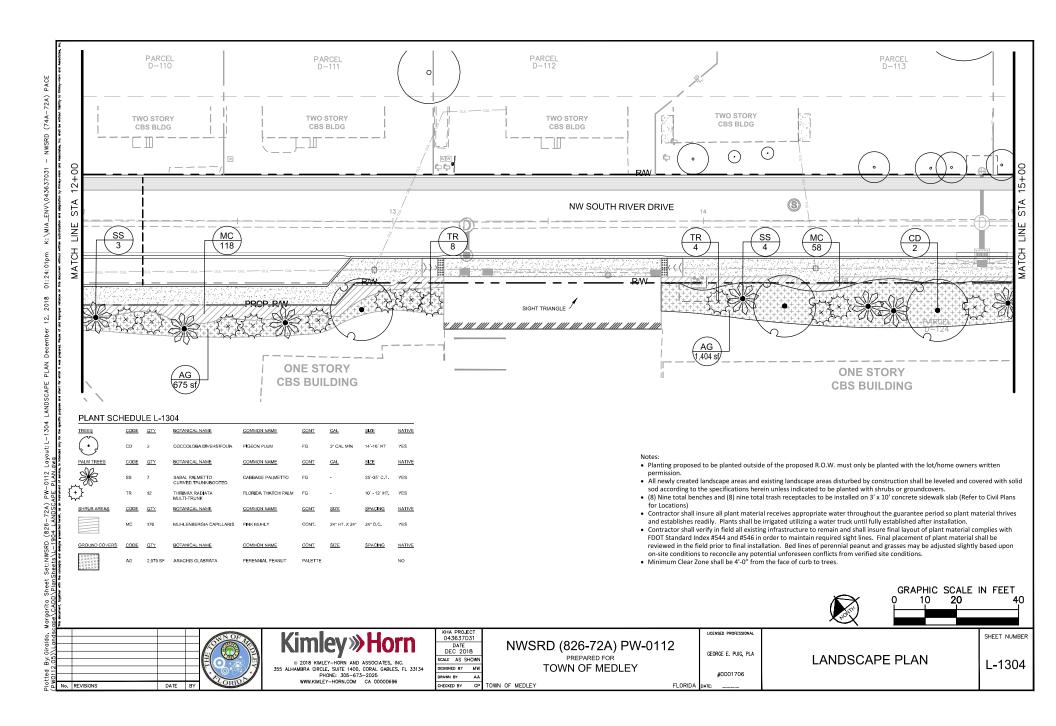
#0001706

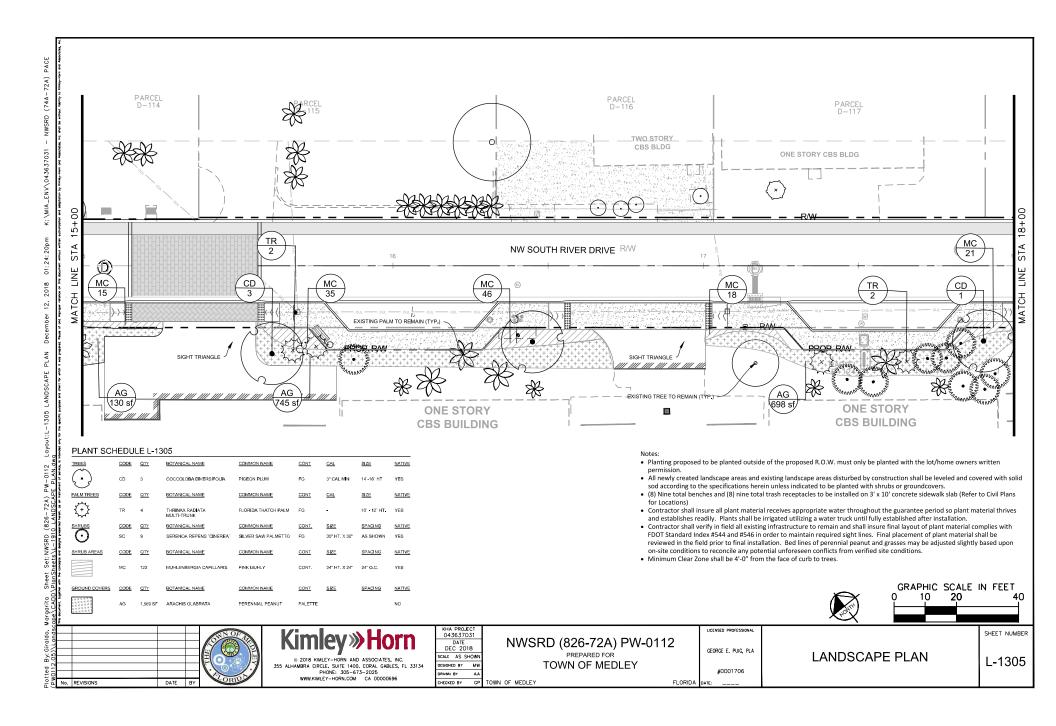
LANDSCAPE PLAN

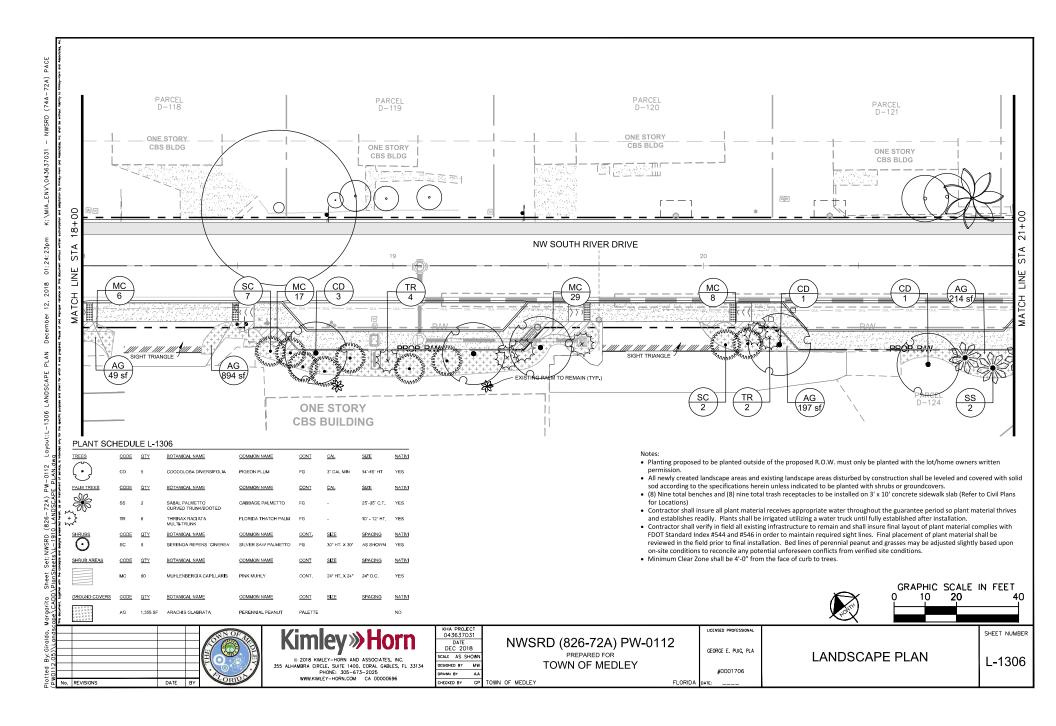
SHEET NUMBER L-1301

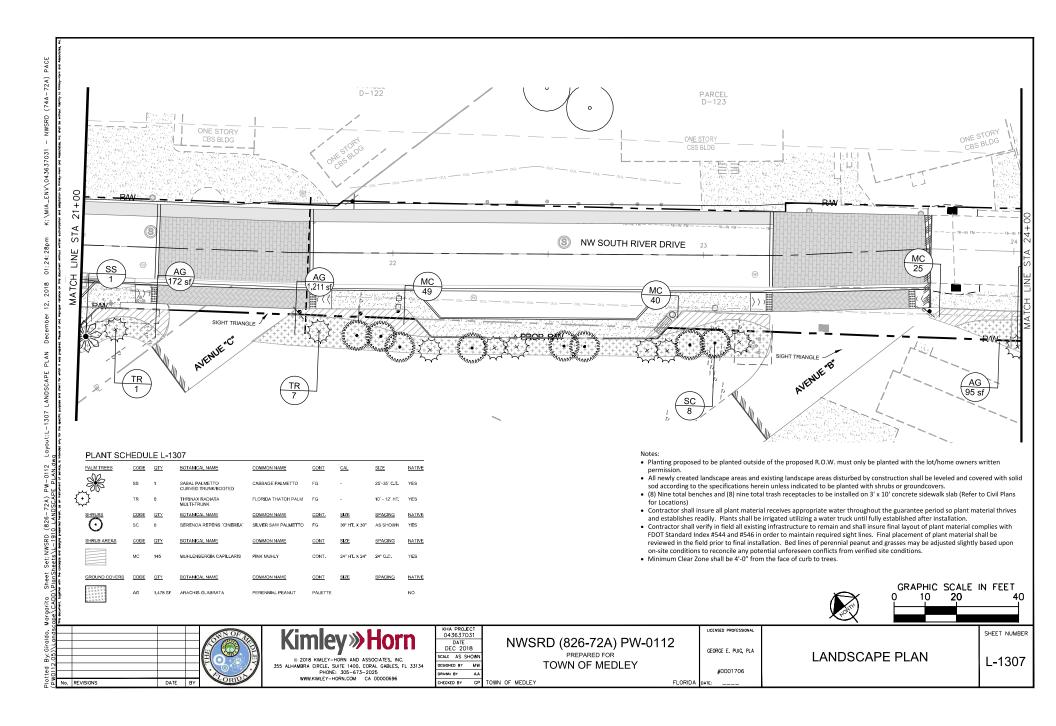


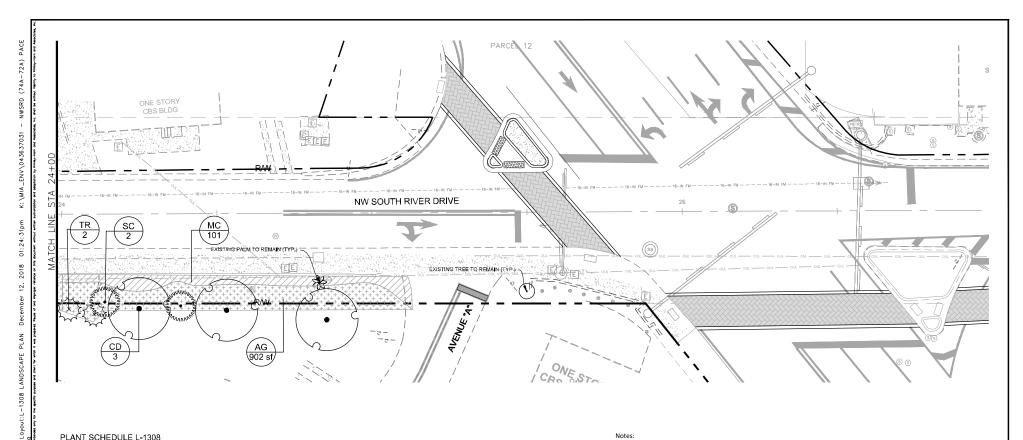












# PLANT SCHEDULE L-1308

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE
$\odot$	CD	3	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	FG	3" CAL MIN	14"-16" HT	YES
PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE
<del>(*)</del>	TR	2	THRINAX RADIATA MULTI-TRUNK	FLORIDA THATCH PALM	FG	-	10" -12" HT.	YES
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	SPACING	NATIVE
$\odot$	SC	2	SERENOA REPENS 'CINEREA'	SILVER SAW PALMETTO	FG	30" HT. X 30"	AS SHOWN	YES
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING	NATIVE
	MC	101	MUHLENBERGIA CAPILLARIS	PINK MUHLY	CONT.	24" HT, X 24"	24" O.C.	YES
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING	NATIVE
KERKE KERKEK KERK KERKEK KERK KERKEK KERKEK KERKEK KERKEK KERKEK KERKEK KERKEK KERKEK KERKEK	AG	902 SF	ARACHIS GLABRATA	PERENNIAL PEANUT	PALETTE			NO

# Notes:

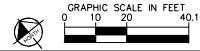
- Planting proposed to be planted outside of the proposed R.O.W. must only be planted with the lot/home owners written
- All newly created landscape areas and existing landscape areas disturbed by construction shall be leveled and covered with solid sod according to the specifications herein unless indicated to be planted with shrubs or groundcovers.

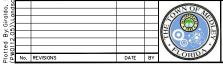
  (8) Nine total benches and (8) nine total trash receptacles to be installed on 3' x 10' concrete sidewalk slab (Refer to Civil Plans for Locations)

- tor Locations.

  Contractor shall insure all plant material receives appropriate water throughout the guarantee period so plant material thrives and establishes readily. Plants shall be irrigated utilizing a water truck until fully established after installation.

  Contractor shall verify in field all existing infrastructure to remain and shall insure final layout of plant material complies with FDOT Standard Index #544 and #546 in order to maintain required sight lines. Final placement of plant material shall be reviewed in the field prior to final installation. Bed lines of perennial peanut and grasses may be adjusted slightly based upon on-site conditions to reconcile any potential unforeseen conflicts from verified site conditions.
- . Minimum Clear Zone shall be 4'-0" from the face of curb to trees.





© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025 WWW.KIMLEY-HORN.COM OA 00000696

KHA PROJECT 043637031 DATE DEC 2018 SCALE AS SHOWN DESIGNED BY MW DRAWN BY CHECKED BY

NWSRD (826-72A) PW-0112

TOWN OF MEDLEY

TOWN OF MEDLEY

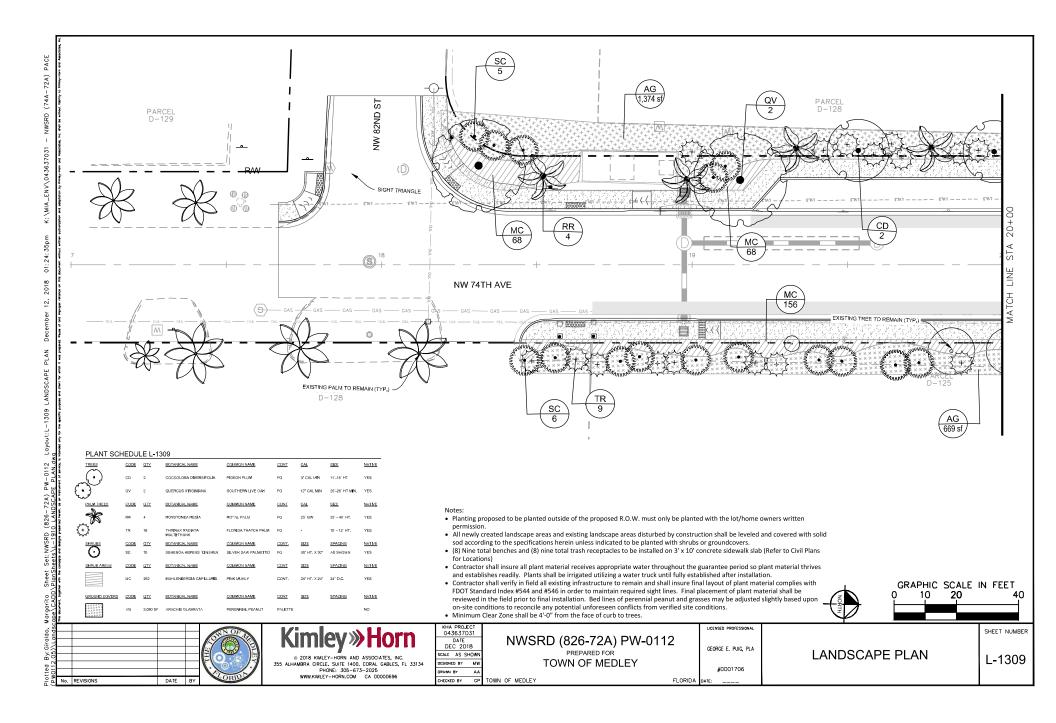
LICENSED PROFESSIONAL GEORGE E. PUIG, PLA

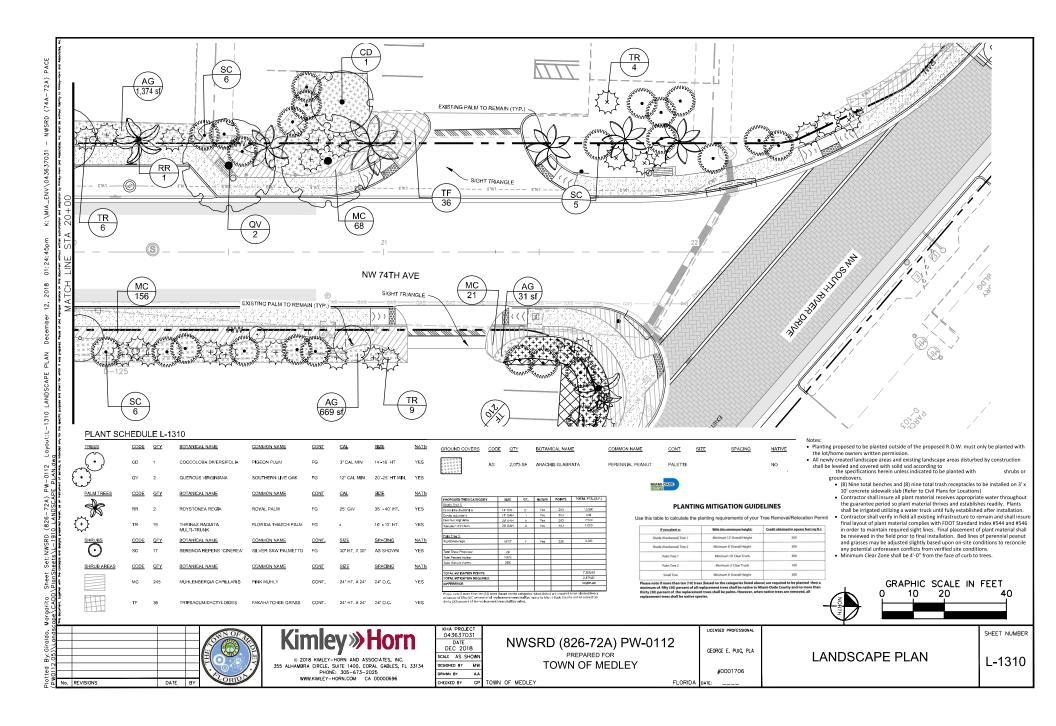
FLORIDA DATE

#0001706

LANDSCAPE PLAN

SHEET NUMBER





## GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

## A SCOPE OF WORK

- 1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS. EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.
- 2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

### B. PROTECTION OF EXISTING STRUCTURES

- ALL EXISTING BUILDINGS WALKS WALLS PAVING PIPING OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE
- C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100) PER CALIPER INCH ON AN ESCALATING SCALE
  WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER
  FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER AS FIXED MAD AGREED LIQUIDATIED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHE IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHÉS IN CALIPER.

# D. MATERIALS

MATERIALS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL. UPON SUBMITTALS' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL

MULCH PRODUCT DATA

TOPSOIL MIX AMENDMENT MIX/ PRODUCT DATA/ TEST RESULTS

PHOTOGRAPHS OF ONE (1) OF EACH SPECIES (OR TAGGED IN NURSERY)

INDICATE SIZES (HEIGHT/WIDTH) AND QUALITY PER SPEC.

CLIENT-REQUESTED TAGGING MAY SUBSTITUTE PHOTOS

FERTILIZER PRODUCT DATA

INNOCULANT PRODUCT DATA

2. PLANT MATERIALS
A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION, ALL NURSERY STANDARDIZED PLAIN NAMES, 1942 EDITION, ALL NORSERY
STOCK SHALL BE IN ACCORDANCE WITH GRADES AND
STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY, ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE

- B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED. THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE
- C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.
- E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)
- 1, SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF 70% COARSE SAND AND 30% FLORIDA PEAT, AS DESCRIBED BELOW
- 2. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL IOPSOIF FOR USE IN PREPARING SOLE WINDOWN FOR BACAPILLING PEAN 1 IS SPRELL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTRE: FREE OF ROOTS, STUMPS, STONES LARGER THAN 2' IN ANY DIRECTION, AND OTHER EXTRADEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH, IT SHALL HAVE A PH BETWEEN 5.5 AND 7.0 - SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
- 3. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND, CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TEST FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER
- 4 CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE PROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
- 5 CONTRACTOR SHALL PROVIDE PHITEST RESULT FOR ALL MIX COMPONENTS.
- 6. CONTRACTOR SHALL PROVIDE PENETROMETER ON-SITE AT ALL TIMES FOR COMPACTION INSPECTION AT THE DISCRETION OF THE LANDSCAPE ARCHITECT.
- 7. PENETROMETER CRITERIA / SPECIFICATION SHALL RANGE FROM APPROX. 75 PSI TO LESS THAN 300 PSI OR AS DETERMINE BY LANDSCAPE ARCHITECT.
- 8. SOIL SHALL BE SUPPLIED BY ATLAS PEAT & SOIL INC. 9621 STATE RD, BOYNTON BEACH, M. MATERIALS LIST FLORIDA 33472. PHONE: 561-734-7300.
- 9. FINAL MIX SHALL BE TESTED TO HAVE A SATURATED WEIGHT OF NO MORE THAN 110 POUNDER PER CUBIC FOOT WHEN COMPACTED TO 85% STANDARDS PROCTOR.

- WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC., IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE
- \*WATERING/IRRIGATION RESTRICTIONS MAY APPLY REFER TO PROPERTY'S

# G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

\*FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A MINIMUM DEPTH OF 3 INCHES, CLEAR MULCH FROM EACH PLANT'S CROWN (BASE), TYPE OF MATERIAL: "FLORIMULCH" OR SHREDDED STERILE EUCALYPTUS MULCH

# I, DIGGING AND HANDLING

- PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE
- TRANSPIRATIONAL WATER LOSS.

  2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS

043637031

- 3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS COMPLYING WITH FLORIDA GRADES AND STANDARDS FOR NURSERY PLANT: CURRENT EDITION. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING
- PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING, CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING
- 5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES,

### J. CONTAINER GROWN STOCK

- 1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS
  SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, FLORIDA #1 OR BETTER.
- 2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER, CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
- 3. PLANT ROOTS BOLIND IN CONTAINERS ARE NOT ACCEPTABLE.
- 4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN PROVAL IS OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE.

K. COLLECTED STOCK WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

### I NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN LINDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR, QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS, SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION, ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE

- 1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
- 2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
- 3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR

# O. PLANTING PROCEDURES

- 1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER, ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

  2 VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES.
- INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL - 811 - TO LOCATE UTILITIES.
- 3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTO IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND ADEQUATE PERCOLATION CAN NOT BE ACHIEVED. CONTRACTOR SHALL

- 4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREME AS HEREIN SPECIFIED AND REQUIRED INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
- 5 CENERAL: COMPLY WITH APPLICABLE FEDERAL STATE COLINTY AND LOCA REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK, CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE, UPON ARRIVAL AT THE SITE , PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES, METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
- 6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
- 7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1 UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E.
  TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER PERCOLATION. IF POOR PERCOLATION EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.
- 8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE

SPECIFICATIONS.

- 10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF TH PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
- 11 AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
- 12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES. STIRRING IF NECESSARY TO GET SOIL THOROUGHI WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
- 13 PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OF OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE
- 14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" TO ACHEIVE SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER
- 15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREE IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR
- 16. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.
- 17. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOVIOUS WEEDS LINTH FINAL ACCEPTANCE OF WORK. IF DIRECTED BY TH OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

DATE

Kimley»Horn © 2018 KIMLEY-HORN AND ASSOCIATES, INC

DATE DEC 2018 SCALE AS SHOW 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 DESIGNED BY MY DRAWN BY CHECKED BY

NWSRD (826-72A) PW-0112 PREPARED FOR

TOWN OF MEDLEY

GEORGE E. PUIG. PLA

#0001706

LANDSCAPE NOTES & DETAILS

L-1350

SHEET NUMBER

PHONE: 305-673-2025

WWW.KIMLEY-HORN.COM CA 00000696 GP

TOWN OF MEDIEY

FI ORIDA

#### GENERAL LANDSCAPE SPECIFICATIONS AND NOTES (CONT.)

- 1 THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
- 2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH, DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
- 3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
- THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE
- THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS FUNGUS, INSECTS AND DISEASE OF ANY KIND.
- SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED - REFER TO DETAILS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY RIRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY ALT ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN, FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
- 5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRING AND UNINECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

#### 6. LAWN MAINTENANCE:

- WITHIN THE CONTRACT LIMITS. THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING
- CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/J AWN LINTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON
  ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE. THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

#### R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR WAI LERING, COLTIVATING, SPACHING, AND ALL OTHER OFFERN THING, SOCIAL SERVICES IN ATTIME OF REPAIRING COLTIVE SUPPORTS IN THE SOCIAL SERVICES AND THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNERS REPRESENTATIVE.

MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

#### S. MAINTENANCE (ALTERNATE BID ITEM)

CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST-PER-MONTH BASIS.

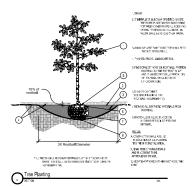
#### T. FINAL INSPECTION AND ACCEPTANCE OF WORK

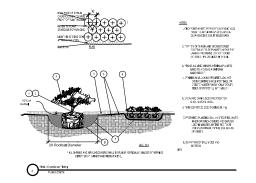
FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING. CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING VITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

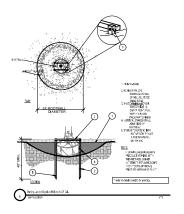
U. WARRANTY

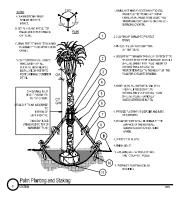
1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.

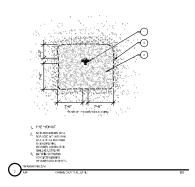
- 2. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED
  AS SOON AS WEATHER CONDITIONS PERMIT, ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED THE OWNER.
- 3. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE

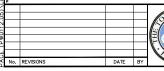














© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 355 ALHAMBRA CIRCLE, SUITE 1400, CORAL GABLES, FL 33134 PHONE: 305-673-2025

WWW.KIMLEY-HORN.COM CA 00000696

KHA PRO	JECT
043637	031
DATE	
DEC 2	018
SCALE AS	SHOWN
DESIGNED BY	MW

CHECKED BY

GP TOWN OF MEDIEY

NWSRD (826-72A) PW-0112 PREPARED FOR

TOWN OF MEDLEY

#0001706 FI ORIDA

LICENSED PROFESSIONAL

GEORGE E. PUIG, PLA

SHEET NUMBER

LANDSCAPE NOTES & DETAILS

L-1351

### MAP OF TOPOGRAPHIC SURVEY

#### THE TOWN OF MEDLEY, STORMWATER UTILITIES DEPARTMENT

#### SURVEYOR'S NOTES:

#### SECTION 1) DATE OF FIELD SURVEY:

- The date of completion of original field Survey was on <u>July 31, 2014.</u>
   The date of completion of an updated field Survey was performed on <u>August</u> 28, 2018,

#### SECTION 2) GENERAL DESCRIPTION OF THE SURVEY AREA:

A portion of the Public Right-of-Way of NW South River Drive, between NW 74th Street and NW 72nd Avenue, lying in Section 11, Township 53 South, Range 40 East, Miami-Dade County, Florida,

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Standards of Practice requirement for this Type of Survey as defined in Rule 5J-17.051, Florida Administrative Code.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of (1"=30") or smaller.

#### SECTION 4) SOURCES OF DATA:

North arrow direction is based on an assumed Meridian.

Begrings as shown berean are based upon the Florida State Plane Constitutes. Florida East Zone, North American Datum (NAD) of 1983 with an adjustment made by the National Geodetic Survey-Cors 1996 (NAD86/CORS96).

This property appears to be located in Flood Zones "X" and "AH" with a Base Flood Elevation of 7.0 Feet, as per Federal Emergency Management Agency (FEMA) Community Number 120649 (Town of Medley), Map Panels No. 12086C0283, 12086C0281, 12086C077 Suffix L, Map Revised Date: September 11, 2009.

Legal Description was furnished by the client.

Plat of "FLORIDA FRUIT LAND'S COMPANY SUBDIVISION", recorded in Plat Book 2, at Page 17, Public Records of Miami-Dade County Florida.

Plat of "MEDLEY GARDEN HEIGHTS", recorded in Plat Book 59, at Page 79, Public Records of Miami-Dade County Florida.

Centerline of Miami Canal C-6 per Baseline Control Survey prepared for SOUTH FLORIDA WATER MANAGEMENT DISTRICT, sheets 9 through 12 of 21 sheets in total, File No. C-6RW-88-0531D. Drawing NO. C-6-5, last dated OCTOBER, 1988.

#### SECTION 11- TOWNSHIP 53 SOUTH- RANGE 40 EAST



			LEGEND:	
LDG.	= BULDING = CONCRETE BLOCK STRUCTURE	P.G. E	- PAGE - PROPERTY LINE	 = RIGHT OF NAY LINE - PROPERTY LINE
EONC.	= CENTER LINE = CONCRETE	N.T.S.	= NOT TO SCALE = ELEVATION	 - EASENENT LINE - RON FENCE
LC.	= POINT OF CURVATURE = FOUND NAIL/DISK	BL.	= BLOCK = WONLINENT LINE	 - NOOD FENCE
LC.C.	<ul> <li>POINT OF COMPOUND CURVE</li> <li>BASELINE</li> </ul>	N.	= UGHT POLE	 <ul> <li>CHAIN LINK FENCE</li> <li>OVERHEAD UTILITY LINE</li> </ul>
	= NATIONAL GEODETIC VERTICAL DATUM = INVERT ELEVATION	ř	- WOOD UTILITY POLE	= BRICK
P.B. P.C.P.	- PLAT BOOK - PERMANENT CONTROL POINT	F.F.E.	= FINISH FLOOR ELEVATION = SET IRON REBAR	= CONCRETE = CRAVEL
RES.	= BLOCK CORNER = RESIDENCE	F.N.	= FOUND NAIL	= TILE
R/W SEC.	= RICHT OF WAY = SECTION	FJ.R.	- FOUND IRON REBAR	= PAVENENT = CBS WALL
S.LP.	= SET IRON PIPE	(N) (R)	= MEASURED VALUE = RECORD VALUE	

m

- WATER VALVE

- SANITARY SEWER MANHOLE

All elevations shown hereon are based on the National Geodetic Vertical Datum of 1929, and Benchmarks supplied by the Public Works Department of Miami-Dade

The following Benchmarks were used for Vertical Control:

1. Benchmark: N-911. Elevation: + 13.80 feet.

Located at Dade County Brass Disk in sidewalk at NW corner of bridge over Miami River Canal C-6 (NW 72 Ave), Miami-Dade County, Florida.

2. Benchmark: H-335-1. Elevation: + 13.32 feet. 2. Deficition 3. 11–333-1; Elevation 7. 132-164; Located at Dade County Brass Bar in SE corner of bridge over Miami River Canal C–6 NW. 67 Avenue – Just East of and N Royal Poinciana Blvd – 15 feet North of Centerline, Miami–Dade County, Florida.

#### SECTION 5) LIMITATIONS:

Since no other information were furnished other than what is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual that may appear on the public records of this County

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

#### SECTION 6) CLIENT INFORMATION:

This Topographic Survey was prepared at the insistence of and certified to:

TOWN OF MEDI BY

#### SECTION 7) SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Topographic Survey" and the Survey Map resulting thereform was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said Topographic Survey" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

HADONNE CORP., a Florida Corporation Florida Certificate of Authorization Number LB7097

Bv: Abraham Hadad, PSM For the Firm Registered Surveyor and Mapper LS6006

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

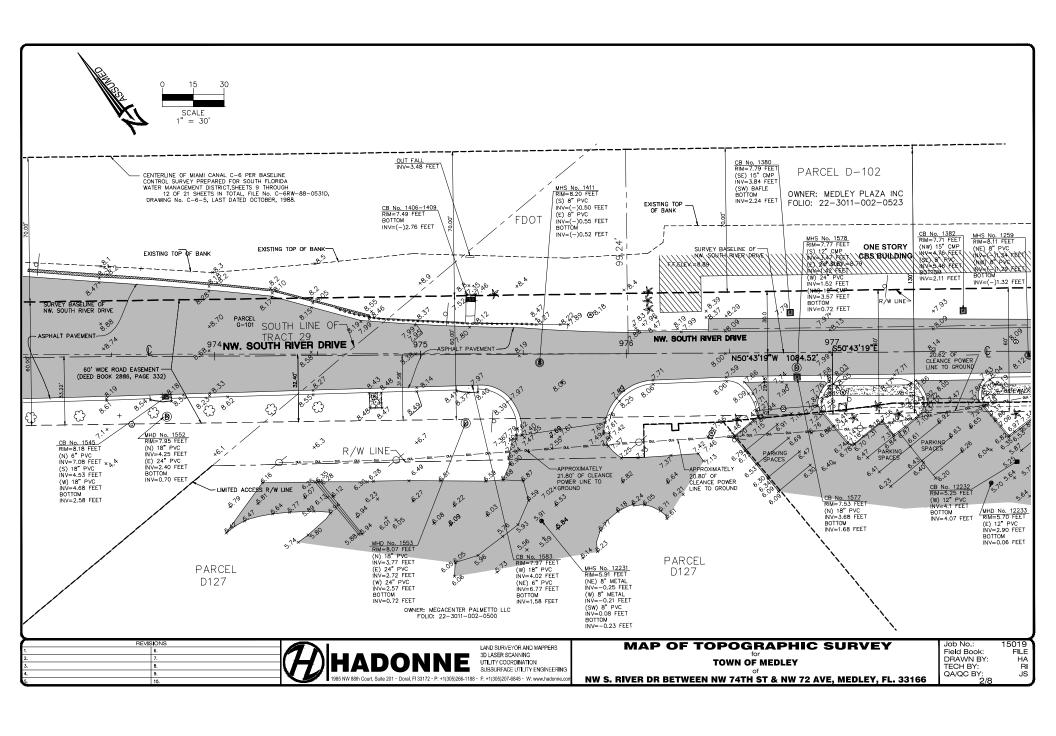
#### REVISIONS LAND SURVEYOR AND MAPPERS 3D LASER SCANNING LITH ITY COORDINATION SUBSURFACE UTILITY ENGINEERING 185 NW 88th Court. Suite 201 · Doral. Fl 33172 · P: +1/305)266-1188 · F: +1/305)207-6845 · W: www.hadonne.co

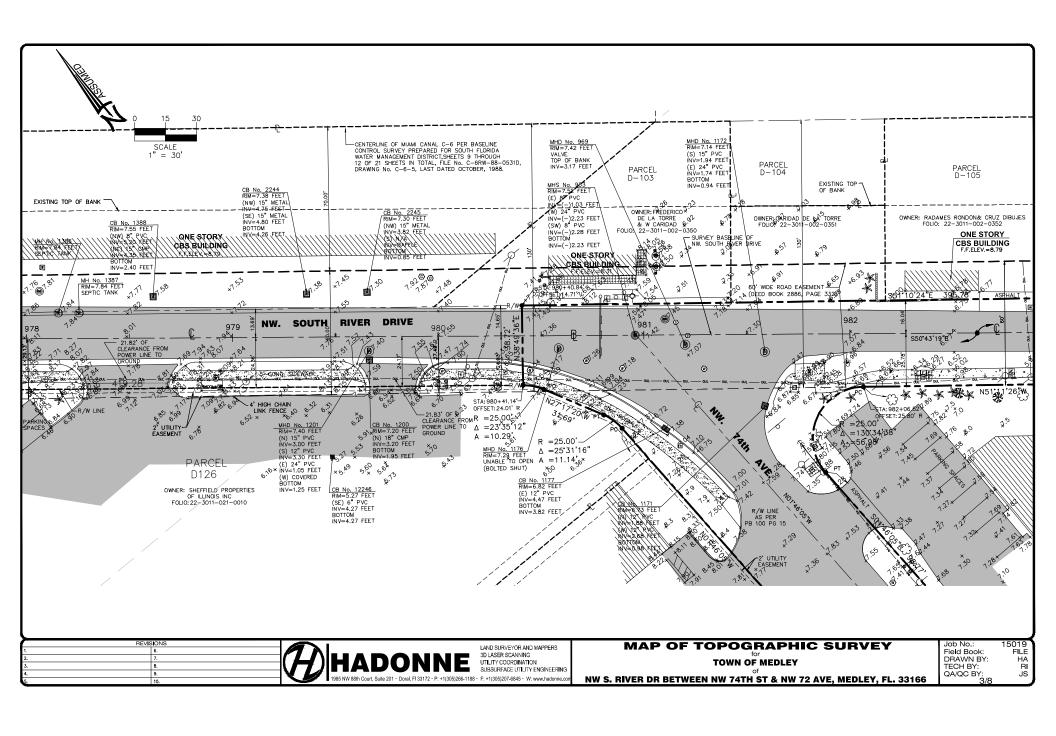
#### MAP OF TOPOGRAPHIC SURVEY

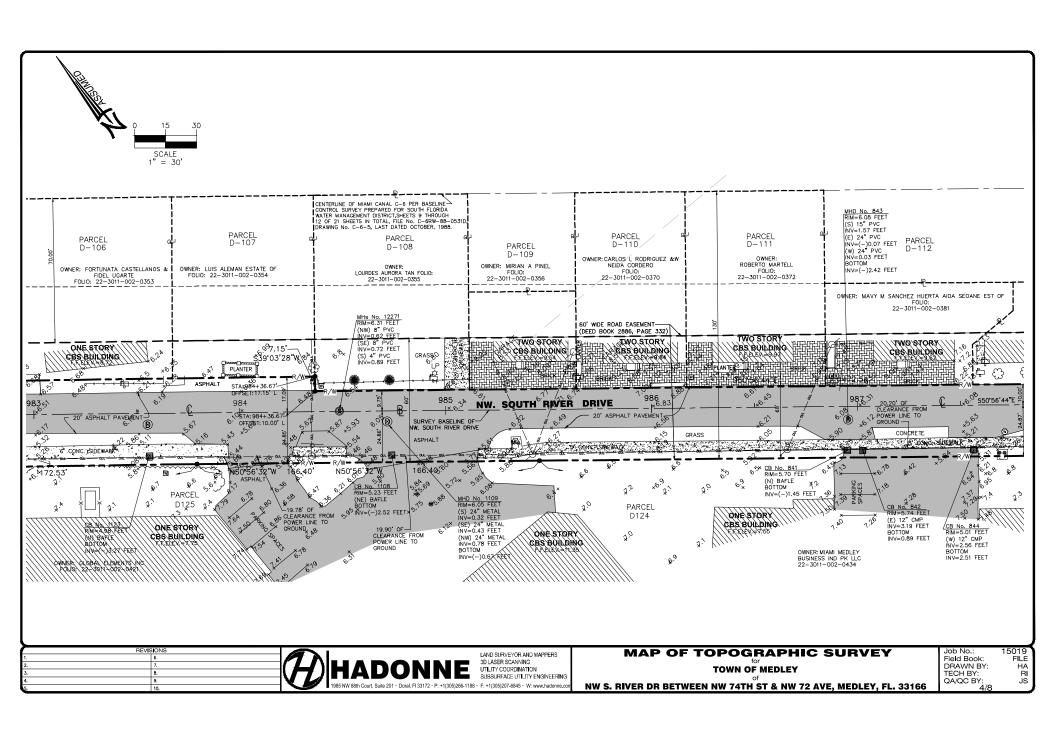
TOWN OF MEDLEY

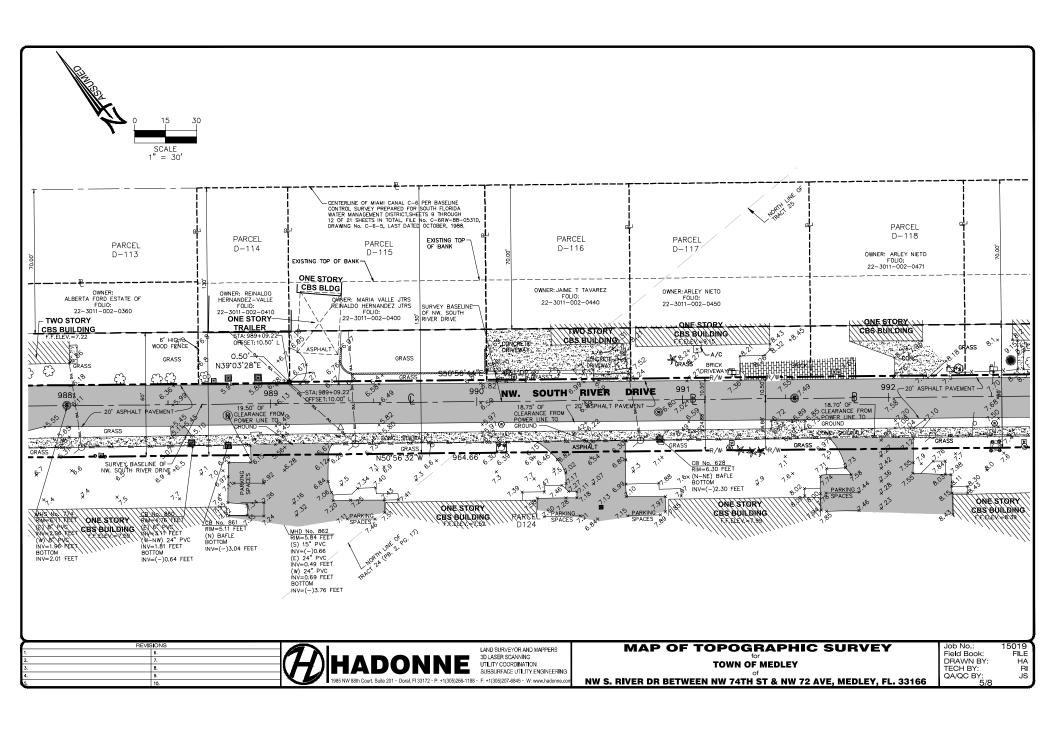
NW S. RIVER DR BETWEEN NW 74TH ST & NW 72 AVE. MEDLEY. FL. 33166

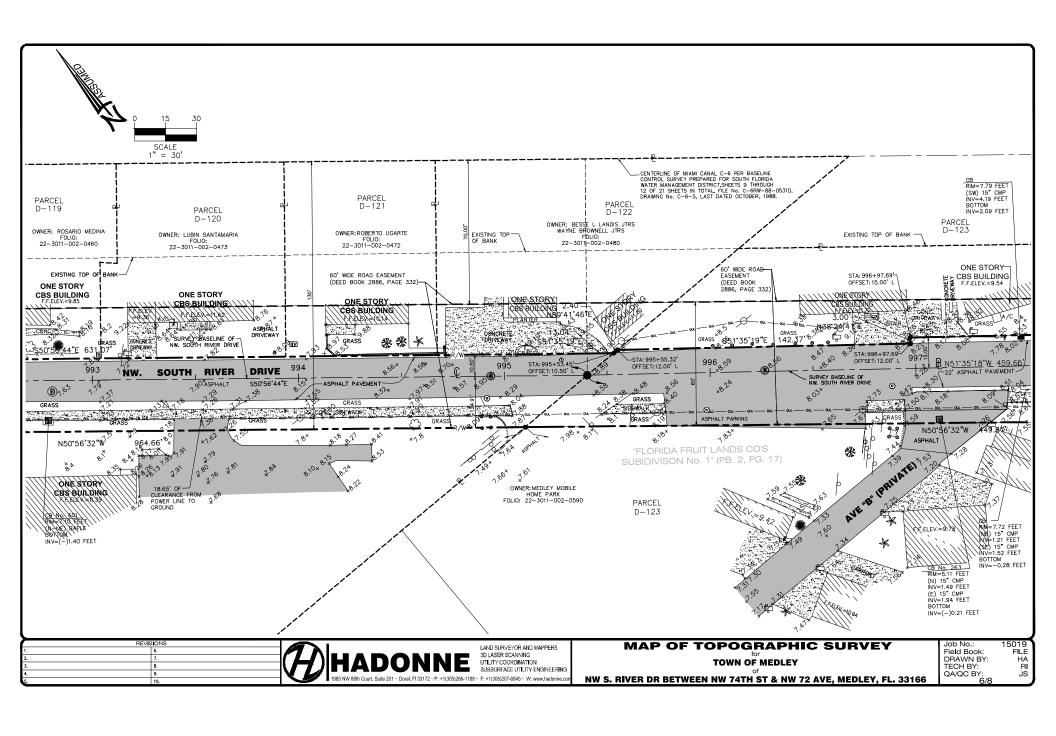
Field Book: FILE DRAWN BY: HA QA/QC BY: JS

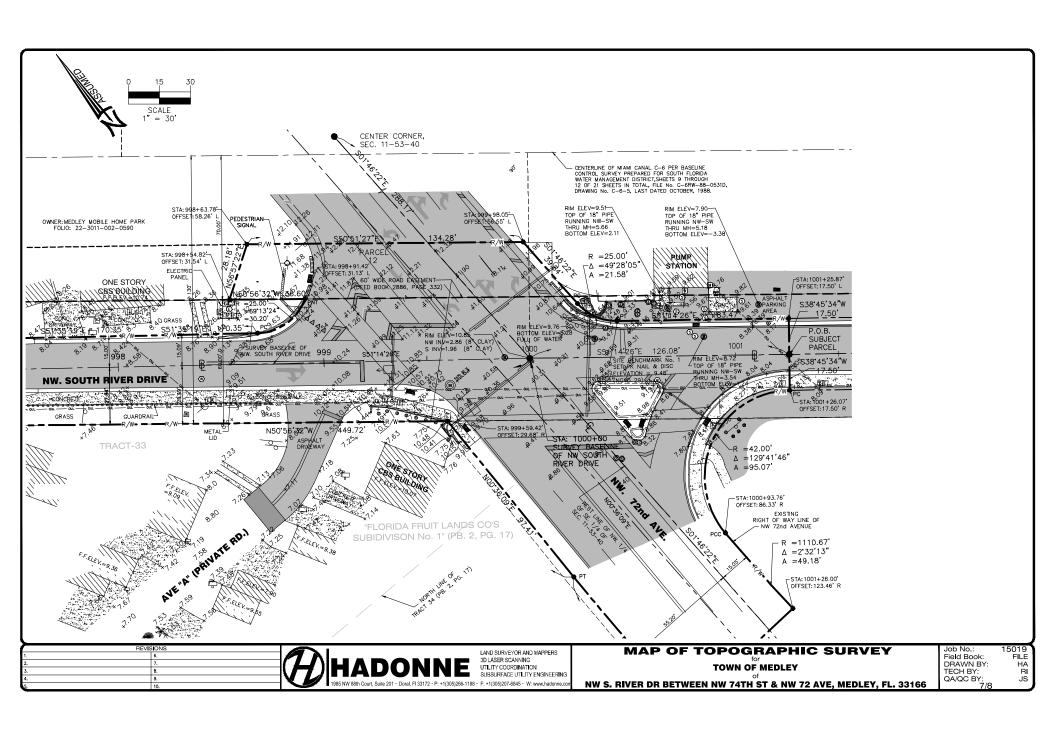


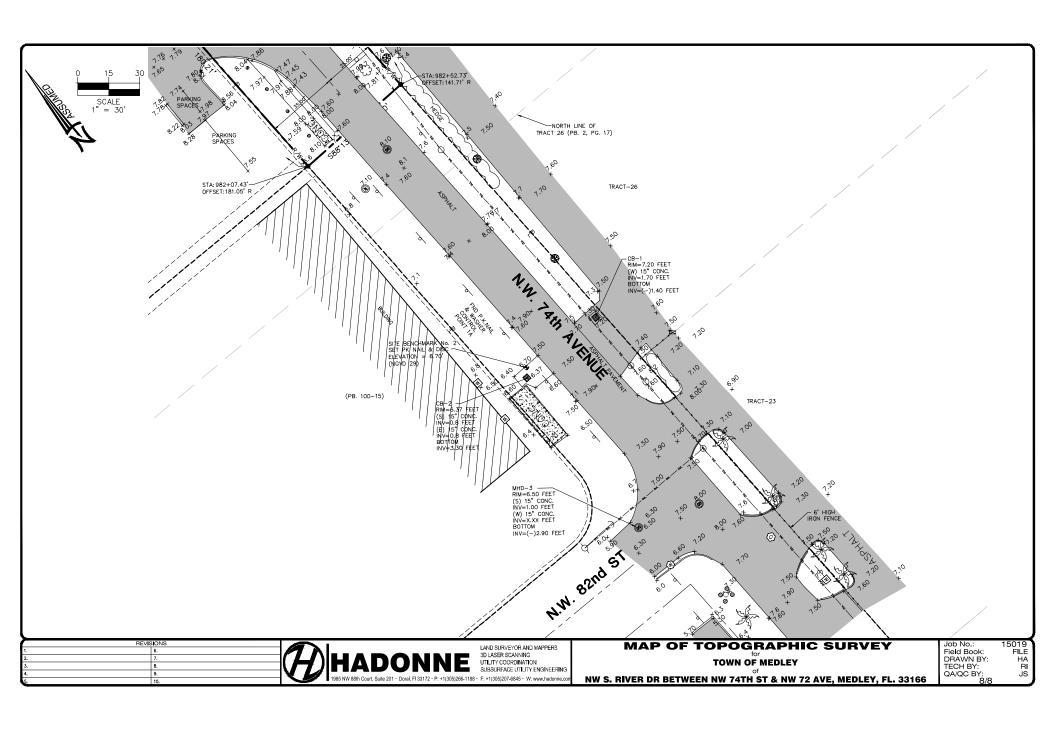














### **TOWN OF MEDLEY - ITB 2019-011**

### Address: NW South River Drive from SR-826 to NW 72nd Ave

Project #: PW-0112

AGENCY	DESCRIPTION	ISSUE DATE	EXPIRATION DATE	PERMIT NUMBER		
Miami-Dade County Public Works (MDCPW)	Signage, Marking, and County R/W			In progress		
Miami-Dade County Department of Regulatory and Economic Resources (DRER)- Water Control Section	ulatory and Economic Resources Class II Permit					
South Florida Water Management District	Exemption Verification	In progress				
Town of Medley ROW Department	R/W permit	To be obtained by Contractor				
Miami-Dade Division of Environmental Resources Management - Tree Section	Tree Removal Permit	To be obtained by Contractor				
Any Additional Required Permits	TBD	To be obtained by Contractor				





# UNIVERSAL ENGINEERING SCIENCES

# PRELIMINARY GEOTECHNICAL ENGINEERING REPORT

TOWN OF MEDLEY ROADWAY RECONSTRUCTION

NW SOUTH RIVER DRIVE BETWEEN
PALMETTO EXPRESSWAY AND NW 72ND STREET
TOWN OF MEDLEY, MIAMI-DADE COUNTY, FL

UES PROJECT NO. 2130.1800019 UES REPORT NO. 1547515

#### **Prepared For:**

Kimley-Horn and Associates, Inc. 355 Alhambra Circle, Suite 1400 Coral Gables, FL 33134

#### Prepared By:

Universal Engineering Sciences 9960 NW 116<sup>th</sup> Way, Suite 8 Miami, Florida 33178 (305) 249-8434

March 20, 2018



March 20, 2018

Kimley-Horn and Associates, Inc. 355 Alhambra Circle, Suite 1400 Coral Gables, Florida 33134

Attention:

Aaron Buchler, PE

Senior Vice President

Reference:

**Preliminary Geotechnical Engineering Report** 

Town of Medley Roadway Reconstruction

NW South River Drive, Between Palmetto Expressway and NW 72nd Avenue

Town of Medley, Miami-Dade County, Florida

UES Project No. <u>2130.1800019</u>

UES Report No. <u>1547515</u>

Dear Mr. Buchler:

Universal Engineering Sciences, Inc. (UES) has completed a subsurface exploration for the above-referenced project in the Town of Medley, Miami-Dade County, Florida. The scope of this exploration was conducted in general accordance with UES Opportunity No. 2130.1117.00005 dated November 29, 2017. Authorization was provided by you by means of Individual Project No. 043637031-01 dated February 17, 2018. This exploration was performed in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made.

This preliminary report contains the results of our subsurface exploration, an engineering interpretation of the results with respect to the project characteristics as described, and preliminary recommendations for groundwater considerations, pavement design and site preparation.

We appreciate the opportunity to work with you on this project and look forward to a continued association. If you have any questions, or when preliminary or final project design plans are available for our recommended review, please contact the undersigned.

Respectfully submitted.

UNIVERSAL ENGINEERING SCIENCES, INC.

Certificate of Authorization No. 549

Melissa De La Rosa, El

Staff Engineer

Dist: Client (1)

Files (1)

OFFICES IN:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- · Wilditi
- Ocala
- Orange City
- Orlando
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- Tifton
- West Palm Beach

No. 72242

### **TABLE OF CONTENTS**

1.0 EXECUTIVE SUMMARY	1
2.0 INTRODUCTION	2
2.1 GENERAL2.2 PROJECT DESCRIPTION	2 2
3.0 SCOPE OF SERVICES	3
3.1 PURPOSE	3
4.0 SUBSURFACE CONDITIONS	4
4.1 MIAMI-DADE COUNTY REGIONAL GEOLOGY	4
5.0 PRELIMINARY RECOMMENDATIONS	5
5.1 GENERAL	6 7 7 7
6.0 RECOMMENDATIONS FOR FURTHER GEOTECHNICAL STUDIES	8
7.0 LIMITATIONS	9



### **TABLE OF CONTENTS (CONTINUED)**

### **APPENDICES**

APPENDIX A	
SITE VICINITY MAP	A-1
APPENDIX B	
TEST LOCATION PLAN	B-1
SUBSURFACE PROFILES	B-2
BORING LOGS	B-3 THROUGH B-5
KEY TO BORING LOGS	B-6 THROUGH B-8
APPENDIX C	
IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL	
ENGINEERING REPORT	
CONSTRAINTS AND RESTRICTIONS	
APPENDIX D	
GENERAL CONDITIONS	D-1 AND D-2



Town of Medley Roadway Reconstruction Town of Medley, Miami-Dade County, FL

UES Project No.: 2130.1800019 (Report No.: 1547515)



#### **1.0 EXECUTIVE SUMMARY**

We understand that the project includes reconstructing a portion of the roadway along NW South River Drive, between the Palmetto Expressway and NW 72nd Avenue in the Town of Medley, Miami-Dade County, Florida. Limited field and laboratory tests have been performed to provide geotechnical engineering recommendations for pavement design and site preparation. Below is a summary of the contents of this report.

- ❖ The soils encountered generally consist of a 1/2-inch thick layer of asphalt pavement underlain by limerock base materials to depths of about 1/2-foot below land surface (bls). Then, a layer of light to dark brown, loose to medium dense, clean to slightly silty, occasionally organic stained, fine to medium SAND with variable amounts of limerock fragments (FILL; A-1-b/A-3) was generally encountered to depths of about 6 feet bls. Finally, a layer of light gray sandy LIMESTONE was generally encountered to maximum explored depths of 10 feet bls.
- Groundwater was measured at depths ranging from 4.5 to 6 feet bls in the test borings. A reasonable estimate for an average wet seasonal high groundwater table is approximately 2 feet bls.
- ❖ All site preparation shall be in accordance with the latest version of the FDOT Standard Specifications for Road and Bridge Construction.
- UES recommends normal, good practice site preparation procedures to prepare the subgrade to support the structure.

We note that since the applicability of geotechnical recommendations is very dependent upon project characteristics, most specifically: improvement locations, grade alterations, and actual structural loads applied, UES must review the preliminary and final site grading plans, and structural design loads and calculations to validate all recommendations rendered herein. Without such review our recommendations should not be relied upon for final design or construction of any site improvements.

This executive summary is intended only to review the contents of this report, and should not be relied solely upon. Please refer to the contents of this report for details regarding our geotechnical exploration and recommendations.

Town of Medley Roadway Reconstruction Town of Medley, Miami-Dade County, FL

UES Project No.: 2130.1800019 (Report No.: 1547515)



#### 2.0 INTRODUCTION

#### 2.1 GENERAL

This preliminary report contains the results of a geotechnical exploration conducted for the proposed roadway reconstruction located along NW South River Drive, between the Palmetto Expressway and NW 72nd Avenue in the Town of Medley, Miami-Dade County, Florida. A general location map of the project area appears in Appendix A: Site Vicinity Map. This report has been divided into the following sections:

- SCOPE OF SERVICES Defines what services were completed
- FINDINGS Describes what was encountered
- PRELIMINARY RECOMMENDATIONS Describes what we encourage you to do
- LIMITATIONS Describes the restrictions inherent in this report
- SUMMARY Reviews the material in this report
- APPENDICES Presents support materials referenced in this report

#### 2.2 PROJECT DESCRIPTION

Based on information provided to us by you on November 28, 2017, we understand that the project will include reconstructing the roadway along an approximate one-half mile stretch of NW South River Drive in the Town of Medley, Miami-Dade County, Florida. For purposes of preparing this report, we are assuming that the proposed construction will consist only of the removal and replacement of existing asphalt pavement. Based on our site visit, the project site is relatively flat. Roadway alignment grades have not been provided to us at this time. However, we are anticipating that no more than one (1) foot of additional structural fill will be required to bring the site to finished grade. At this time we have not been provided with any roadway or cross-section plans depicting proposed improvements.

We note that since the applicability of geotechnical recommendations is very dependent upon project characteristics, most specifically: improvement locations, grade alterations, and actual structural loads applied, UES must review the preliminary and final site plans, grading plans, and structural design loads and calculations to validate all recommendations rendered herein. Without such review our recommendations should not be relied upon for final design or construction of any site improvements.

Town of Medley Roadway Reconstruction Town of Medley, Miami-Dade County, FL

UES Project No.: 2130.1800019 (Report No.: 1547515)



#### 3.0 SCOPE OF SERVICES

#### 3.1 PURPOSE

The purposes of this geotechnical exploration were:

- to explore and evaluate the subsurface conditions at the site by advancing SPT (Standard Penetration Test) borings with special attention to potential geotechnical considerations that may affect the proposed design, construction, and serviceability of the proposed improvements; and
- to provide preliminary geotechnical engineering recommendations for groundwater considerations, pavement design, and site preparation.

This preliminary report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. UES would be pleased to perform these services, if you desire.

#### 3.2 FIELD EXPLORATION

The subsurface conditions at the site were explored with the performance of three (3) test borings. Standard Penetration Test (SPT) borings (designated as B-1 through B-3) were performed to a depth of 10 feet below existing grades for the proposed roadway reconstruction. The approximate locations of the test borings are presented in Appendix B titled "Test Location Plan".

A representative of UES located the test locations in the field based upon estimated distances, relationships to obvious landmarks, accessibility, and the project limits provided to us. Therefore, consider the indicated test locations and depths to be approximate. Test locations were selected by UES.

The SPT borings were advanced to a depth of 10 feet below existing grades using the rotary wash method; samples were collected while performing the SPT at regular intervals. We completed the SPT in general accordance with the American Society of Testing and Materials (ASTM) D-1586 guidelines, with continuous sampling from 0 to 10 feet. The SPT test consists of driving a standard split-barrel sampler (split-spoon) into the subsurface using a 140-pound hammer free-falling 30 inches. The number of hammer blows required to drive the sampler 12 inches, after first seating it 6 inches, is designated the penetration resistance, or SPT-N value. This value is used as an index for soil strength and consistency. All SPT borings were performed with the use of an automatic hammer.

Samples collected during the SPT were placed in clean sample containers and transported to our laboratory where they were visually classified by a member of our geotechnical engineering staff using the American Association of State Highway and Transportation Officials (AASHTO) Soil Classification System in general accordance with ASTM D-3282.

Town of Medley Roadway Reconstruction Town of Medley, Miami-Dade County, FL

UES Project No.: 2130.1800019 (Report No.: 1547515)



#### 3.3 LABORATORY TESTING

The soil/rock samples recovered from the test borings were returned to the laboratory where a member of our geotechnical staff visually classified them, reviewed the field descriptions, and selected representative samples for laboratory tests. Tests were performed to aid in classifying the soils and to help evaluate the general engineering characteristics of the site soils. The laboratory classification testing included natural moisture content (ASTM D-2216), organic content by incineration (AASHTO T-267), and percent passing the No. 200 sieve (AASHTO T-11). The laboratory test results are included in the Boring Records in Appendix B of this report.

#### **4.0 SUBSURFACE CONDITIONS**

#### 4.1 MIAMI-DADE COUNTY REGIONAL GEOLOGY

The local geology in the Miami-Dade County area within the depth of interest generally includes one to four feet of man-made granular fill materials underlain by the natural Miami Limestone Formation. The Miami Limestone Formation is generally thickest in the Downtown Miami/Coral Gables area and can generally extend to depths ranging from 15 to 25 feet below existing grades. The natural Miami Limestone Formation is oolitic and very porous in nature, and provides enough strength to support various structures such as multi-story buildings. Occasionally, organic soils are present above the Miami Limestone Formation. Then the Fort Thompson Formation is encountered, which contains a mixture of sand and poorly cemented limestone.

#### 4.2 MIAMI-DADE COUNTY SOIL SURVEY

The site of the proposed roadway reconstruction is located along NW South River Drive between the Palmetto Expressway and NW 72nd Avenue in the Town of Medley, Miami-Dade County, Florida. At the time of our visit, the surface of the existing road consisted of asphalt pavement.

Based on the 1978 Soil Survey for Miami-Dade County, Florida, as prepared by the US Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), the predominant soil type at the site is identified as Urban Land Complex.

<u>Urban Land</u> (15) consists of areas that are 60 percent to more than 75 percent covered with streets, buildings, large parking lots, shopping centers, industrial parks, airports, and related facilities. Other areas, mostly lawns, parks, vacant lots, and playgrounds, are generally altered to such an extent that the former soils cannot be easily recognized and are in tracts too small to be mapped separately.

#### 4.3 FINDINGS

The results of our field exploration, laboratory tests, together with pertinent information obtained from the SPT borings, such as soil profiles, penetration resistance and groundwater levels are shown on the boring logs included in Appendix B. The Key to Boring Logs is also included in Appendix B.

Town of Medley Roadway Reconstruction Town of Medley, Miami-Dade County, FL

UES Project No.: 2130.1800019 (Report No.: 1547515)



The stratification lines shown on the boring logs represent the approximate boundaries between soil types, and may not depict exact subsurface soil conditions. The actual soil boundaries may be more transitional than depicted.

A generalized profile of the soils/rocks found at our boring locations is presented in Table 1 of this report. The subsurface profile was prepared from field logs after the recovered soil/rock samples were visually classified by a member of our geotechnical staff. Table 1 of this report contains the range and average SPT-N values encountered in each stratum. The SPT-N values were obtained with the use of an automatic hammer.

**TABLE 1: GENERAL SOIL PROFILE** 

TYPICALDEPTHS BELOW GRADE	STRATUM NO.	SOIL DESCRIPTION	SPT N-V (BP	AASHTO		
(FEET)	140.		RANGE	AVG.	GROUP	
0 to 0.5	0	1/2" Asphalt Pavement underlain by Limerock Base Materials (FILL; BASE)	22 - 58	34	A-1-b	
0.5 to 6	1	Light to Dark Brown, Loose to Medium Dense, Clean to Slightly Silty, Occasionally Organic Stained, Fine to Medium SAND with Variable Amounts of Limerock Fragments (FILL)	8 - 23	12	A-1-b/ A-3	
6 to 10*	2	Light Gray Sandy LIMESTONE	13 - 55	21	N/A	

<sup>\*</sup> Maximum Boring Explored Depth

Groundwater was measured at depths ranging from 4.5 to 6 feet below existing grades in the test borings at the time of drilling. It should be noted that the groundwater levels were recorded during the dry season. The variation in measured groundwater levels may due to differences in ground surface elevations a cross the site and ground water flow levels.

#### 5.0 PRELIMINARY RECOMMENDATIONS

#### **5.1 GENERAL**

The following preliminary recommendations are made based upon the attached test boring logs, our stated understanding of the proposed construction, and our experience with similar projects and subsurface conditions. If subsurface conditions are encountered during construction which were not encountered in the borings, those conditions should be reported immediately to UES for evaluation and possible recommendations. In this section of the report, preliminary recommendations are presented for groundwater considerations, pavement design, site preparation, and construction related services.

Town of Medley Roadway Reconstruction Town of Medley, Miami-Dade County, FL

UES Project No.: 2130.1800019 (Report No.: 1547515)



We note that since the applicability of geotechnical recommendations is very dependent upon project characteristics, most specifically: improvement locations, grade alterations, and actual structural loads applied, UES must review the preliminary and final site plans, grading plans, and structural design loads and calculations to validate all recommendations rendered herein. Without such review our recommendations should not be relied upon for final design or construction of any site improvements.

#### **5.2 GROUNDWATER CONSIDERATIONS**

The groundwater table will fluctuate seasonally depending upon local rainfall. The rainy season in South Florida is normally between May and October. Based upon the test boring data, a reasonable estimate for the seasonal high groundwater table is approximately 2 feet below existing grades. The existing and estimated seasonal high groundwater table at each location appears on the boring logs in Appendix B.

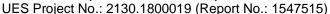
Note that our estimate of seasonal high groundwater level is based on limited data and does not provide any assurance that groundwater levels will not exceed the estimated level during any given year in the future. If the rainfall intensity and duration or total rainfall quantities exceed those normally anticipated, then groundwater levels will likely exceed the seasonal high estimate.

The estimate of seasonal high groundwater level is made for the site at the present time. Future development of adjoining or nearby properties and development on a regional scale may affect the local seasonal high groundwater table. UES makes no warranty on the estimate of the seasonal high groundwater table.

UES recommends that all pavement design incorporate assumption of the seasonal high groundwater condition. We recommend that positive drainage be established and maintained on the site during construction. UES further recommends that permanent measures be implemented to maintain positive drainage throughout the life of the project.

The performance of site improvements may be sensitive to their post-construction relationship to site groundwater levels, seepage zones, or soil/rock characteristics exposed at final grades. Since horizontal and vertical control of our site borings was <u>not</u> provided, we do <u>not</u> recommend the use of our boring stratigraphy or groundwater information for final grading and improvement design purposes. Such use could result in potentially unacceptable performance of site improvements and/or additional costs for unanticipated construction modifications. UES will <u>not</u> be responsible or liable for the consequences of such use. UES recommends that use of boring information for final design of all site improvements be predicated on proper horizontal and vertical control of borings.

Town of Medley Roadway Reconstruction Town of Medley, Miami-Dade County, FL





# 5.3 GEOTECHNICAL EVALUATIONS AND RECOMMENDATIONS FOR ROADWAY RECONSTRUCTION

We understand that NW South River Drive within the project limits are paved with asphalt. At this time we have not been provided with any roadway or cross section plans depicting the proposed improvements and it is not known if grades will be raised in any areas. <u>Due to the preliminary nature of this report, UES shall be offered the opportunity to review final plans and drawings to ensure our recommendations are valid with the design intent.</u>

#### **5.4 SITE PREPARATION**

Site preparation for new roadway construction as well as for the reconstruction alternative will most likely include striping of asphalt pavement or vegetation, excavation, backfilling operations, and asphalt pavement construction. The bullet points below provide preliminary recommendations for soil utilization and the site preparation requirements of the subsurface materials.

All site preparation shall be in accordance with the latest version of the FDOT *Standard Specifications* for Road and Bridge Construction.

- The material from Stratum 0 is the asphalt pavement underlain by limerock base materials.
- ❖ The material from Stratum 1 (A-1-b/A-3) is considered to be select and should be utilized in accordance with FDOT Standard Index 505.
- ❖ The material from Stratum Number 2 is considered to be the natural limestone formation. The material from this layer may be difficult to excavate, penetrate, and/or dewater, and may require special equipment to do so.

#### 5.4.1 FILL MATERIALS

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

#### 5.4.2 GROUNDWATER AND SURFACE WATER CONTROL

If site preparation work is performed during the rainy season (May through October), special care should be taken to maintain positive drainage from the paved areas to drains or ditches around the site. Unexpected wet periods can also occur in Florida during the "dry" season. Such events can raise water tables to levels above seasonal highs without the associated high temperatures to evaporate ponded water. Therefore, the contractor should practice wet weather means and methods for earthwork during the "dry" season as well. Groundwater and surface water control, use of granular fill material and aeration are typical means to accomplish wet weather grading. All fill materials that are excavated from below the water table should be stockpiled for a sufficiently long period to allow drainage.

Town of Medley Roadway Reconstruction Town of Medley, Miami-Dade County, FL

UES Project No.: 2130.1800019 (Report No.: 1547515)



#### 5.5 CONSTRUCTION RELATED SERVICES

We recommend the owner retain UES to perform construction material testing and observations on this project. Field tests and observations could include items such as verification of subgrade by cone penetration testing, monitoring of proof-rolling operations, visual observation of the limestone formation, and performing quality assurance tests on the placement of compacted structural fill. The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

#### 6.0 RECOMMENDATIONS FOR FURTHER GEOTECHNICAL STUDIES

At this time we have not been provided with any roadway or cross-section plans depicting proposed improvements. We recommend a design-level geotechnical report be performed to confirm the preliminary recommendations within this report.

Town of Medley Roadway Reconstruction Town of Medley, Miami-Dade County, FL

UES Project No.: 2130.1800019 (Report No.: 1547515)



#### 7.0 LIMITATIONS

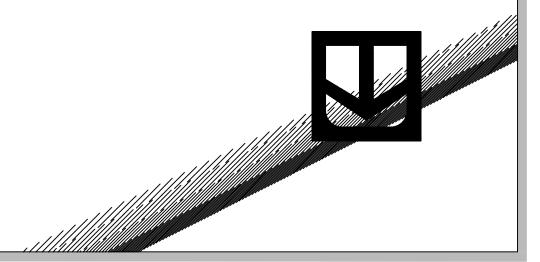
The test borings completed for this report were widely spaced and are not considered sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our boring information to negate the presence of anomalous materials or for estimation of material quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended. Observation, testing and inspections during earthwork and foundation installation are an extension of the design process. We cannot be held responsible or liable for foundation systems or other recommendations contained in this report if we are not engaged to provide additional consultation during design development and construction.

We note that since the applicability of geotechnical recommendations is very dependent upon project characteristics, most specifically: improvement locations, grade alterations, and actual structural loads applied, UES must review the preliminary and final site plans, grading plans, and structural design loads and calculations to validate all recommendations rendered herein. Without such review our recommendations should not be relied upon for final design or construction of any site improvements.

This report is considered preliminary in nature and shall not be used for construction until a final review of structural plans is performed to confirm the preliminary recommendations contained in this report.

During the early stages of this construction, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A Geoprofessional Business Association (GBA) publication, "Important Information About Your Geotechnical Engineering Report" appears in Appendix C, and will help explain the nature of geotechnical issues.

Further, we present documents in Appendix C: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.







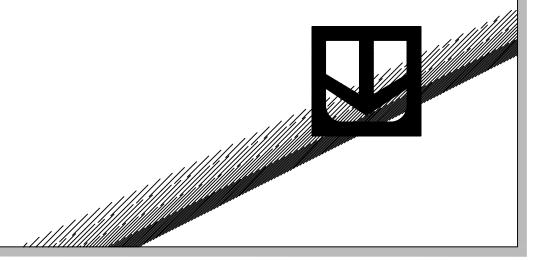




# SITE VICINITY MAP

TOWN OF MEDLEY ROADWAY RECONSTRUCTION NW SOUTH RIVER DRIVE, BTWN PALMETTO EXPY & NW 72ND AVE

GOOGLE EA	RTH, 2018	DATE MAR(	CH, 2018	PROJE	REPORT NO. 1547515		
SCALE N.T.S.	DRAWN BY MDR	CHECKED BY RV	COUNTY MIAMI-DADE	<u>:</u>	MEDLEY	SHEET NO. A-1	







#### **LEGEND**

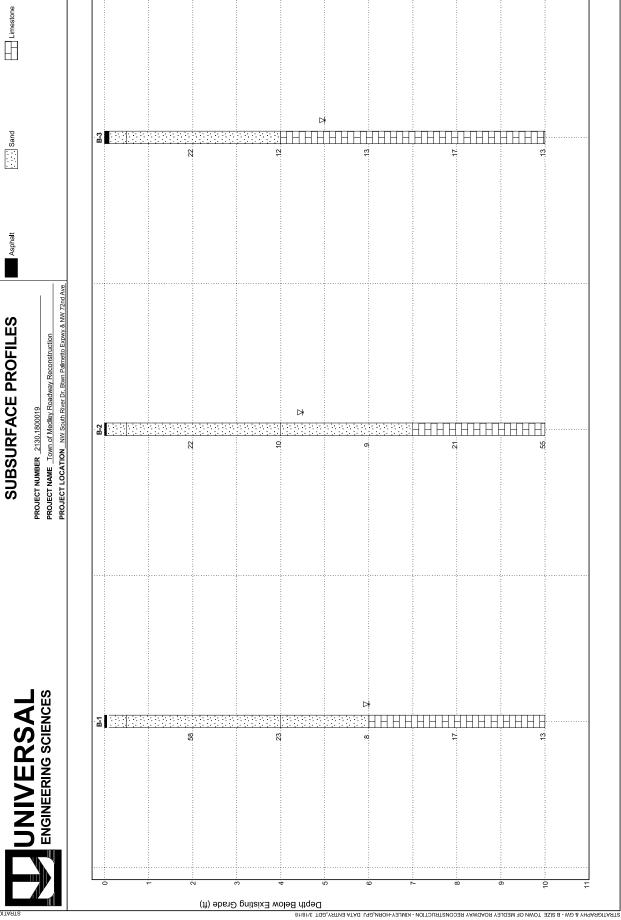
APPROXIMATE TEST BORING LOCATION



# **TEST LOCATION PLAN**

TOWN OF MEDLEY ROADWAY RECONSTRUCTION NW SOUTH RIVER DRIVE, BTWN PALMETTO EXPWY & NW 72ND AVE

REFERENCE		DATE		PROJE	ECT NO.	REPORT NO.		
GOOGLE E	ARTH, 2018	3 MAF	RCH, 2018	2	130.1800019	1547515		
SCALE N.T.S.	DRAWN BY MDR	CHECKED BY RV	COUNTY MIAMI-DA	DE.	CITY TOWN OF MEDLEY	sheet no. <b>B-1</b>		





# UNIVERSAL ENGINEERING SCIENCES BORING AND ROCK CORING RECORDS

PROJECT NO.: 2130.1800019

REPORT NO.: 1547515

PAGE: 1

PROJECT: Town of Medley Roadway Reconstruction

NW South River Drive, Between Palmetto Expressway and NW 72nd Avenue

Town of Medley, Miami-Dade County,

CLIENT: Kimley-Horn & Associates, Inc.

LOCATION: See Test Location Plan
REMARKS: CME-55 (Automatic Hammer)

BORING DESIGNATION: B-1 SHEET: 1 of 1

NORTHING (ft): EASTING (ft):

G.S. ELEVATION (ft): N/A SPT DATE: 3/8/18

WATER TABLE (ft): 6 CORING DATE:

DATE OF READING: 3/8/18 DRILLED BY: GM/RS
EST. W.S.W.T. (ft): 4 TYPE OF SAMPLING: SPT

	S A M	BLOWS	N		S Y					ROCK CORING DATA				
DEPTH (FT.)	M P L E	PER 6" INCREMENT	(BLOWS/ FT.)	W.T.	M B O L	DESCRIPTION	-200 (%)	MC (%)	ORG. CONTENT (%)	REC (%)	RQD (%)	DOWN PRESSURE (PSI)	TIME (s.)	
0 —		24-28-30-30	58			1/2" Asphalt Pavement Light Brown Fine to Medium SAND with Some Limerock Fragments (FILL; BASE; A-1-b) Light Brown Fine to Medium SAND with Traces of Limerock Fragments (FILL; A-1-b)								
- - 5	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	22-16-7-4	23	✓		Dark Brown Organic Stained Fine to Medium SAND with Traces of Limerock Fragments (FILL; A-1-b).	5	19	1					
_	$\bigvee$	4-4-4-7	8	又		Light Brown Sandy LIMESTONE								
_		7-8-9-9	17											
10 —		8-6-7-9	13											
						SPT Boring Terminated at Depth of 10 Feet. Borehole Backfilled.								



# UNIVERSAL ENGINEERING SCIENCES BORING AND ROCK CORING RECORDS

PROJECT NO.: 2130.1800019

REPORT NO.: 1547515

PAGE: 2

PROJECT: Town of Medley Roadway Reconstruction

NW South River Drive, Between Palmetto Expressway and NW 72nd Avenue

Town of Medley, Miami-Dade County,

CLIENT: Kimley-Horn & Associates, Inc.

LOCATION: See Test Location Plan

REMARKS: CME-55 (Automatic Hammer)

BORING DESIGNATION: B-2 SHEET: 1 of 1

NORTHING (ft): EASTING (ft):

G.S. ELEVATION (ft): N/A SPT DATE: 3/8/18

WATER TABLE (ft): 4.5 CORING DATE:

DATE OF READING: 3/8/18 DRILLED BY: GM/RS

EST. W.S.W.T. (ft): 2.5 TYPE OF SAMPLING: SPT

	S A M	BLOWS	N		S Y M					R	OCK (	CORING DA	ιTΑ
DEPTH (FT.)	M P L E	PER 6" INCREMENT	(BLOWS/ FT.)	W.T.	M B O	DESCRIPTION	-200 (%)	MC (%)	ORG. CONTENT (%)	REC	RQD (%)	DOWN PRESSURE (PSI)	TIME (s.)
0-					L					(,,,	()	(F3I)	(- )
-		14-10-12-13	22	$\Box$		\\\ 1/2" Asphalt Pavement \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\							
- - 5		6-5-5-7	10	✓		Dark Brown Organic Stained Slightly Silty Fine to Medium SAND (FILL; A-3)	6	37	4				
-		8-5-4-4	9				12	19	2				
-		4-3-18-20	21			Light Gray Poorly Cemented Sandy LIMESTONE							
10 —	$/\!\!\!/$	.20-25-30-38	55										
						SPT Boring Terminated at Depth of 10 Feet. Borehole Backfilled.							



# UNIVERSAL ENGINEERING SCIENCES BORING AND ROCK CORING RECORDS

PROJECT NO.: 2130.1800019

REPORT NO.: 1547515

PAGE: 3

SHEET:

1 of 1

PROJECT: Town of Medley Roadway Reconstruction

NW South River Drive, Between Palmetto Expressway and NW 72nd Avenue

Town of Medley, Miami-Dade County,

CLIENT: Kimley-Horn & Associates, Inc.

LOCATION: See Test Location Plan

REMARKS: CME-55 (Automatic Hammer)

BORING DESIGNATION: **B-3** 

NORTHING (ft): EASTING (ft):

G.S. ELEVATION (ft): N/A SPT DATE: 3/8/18

WATER TABLE (ft): 5 CORING DATE:

DATE OF READING: 3/8/18 DRILLED BY: GM/RS EST. W.S.W.T. (ft): 3 TYPE OF SAMPLING: SPT

	S A	BLOWS	N		S Y M					ROCK CORING DA			ΛTΑ
DEPTH (FT.)	SAMPLE	PER 6" INCREMENT	(BLOWS/ FT.)	W.T.	M B O L	DESCRIPTION	-200 (%)	MC (%)	ORG. CONTENT (%)	REC (%)	RQD (%)	DOWN PRESSURE (PSI)	TIME (s.)
0—	_					7.1" Apphalt Dayamant							ļ
_	$\left\langle \right\rangle$	14-10-12-12	22			\\ \tag{T1" Asphalt Pavement \\ \Light Brown Fine to Medium SAND with Some \\ \Limerock Fragments (FILL; BASE; A-1-b) \\ \Brown Fine to Medium SAND with Little Limerock \\ \text{Fragments (FILL; A-1-b)} \\							
5	X V	8-6-6-4	12			Light Gray Sandy LIMESTONE							
	$\bigvee$	4-3-10-14	13										
	$\bigvee$	7-8-9-9	17										
10	$ \wedge $	6-7-6-6	13										
						SPT Boring Terminated at Depth of 10 Feet. Borehole Backfilled.							

#### NOTES RELATED TO BORING LOGS

#### **General Notes**

- The Groundwater level was encountered and recorded (if shown) following the completion of the soil test borings on the date indicated. Fluctuations in groundwater levels are common; refer to report text for a discussion.
- The boring location on land was identified in the field utilizing standard taping procedures and existing land marks.
- The Boring Logs represent our interpretation of field conditions based on engineering examination of the soil/rock samples.
- The Boring Logs are subject to limitations, conclusions and recommendations presented in the report text.
- The N-values shown in the Boring Logs indicated as 50/1" refers to the Standard Penetration Test (SPT) and means 50 blows per 1 inch of sampler penetration. The SPT uses a 140-pound hammer falling 30 inches (ASTM D-1583).
- The N-value from the SPT is the sum of the hammer blows required to drive the sampler the second and third 6-inch increments.
- The soil/rock strata interfaces shown on the Boring Logs are approximate and may vary from those shown. The soil/rock conditions shown on the Boring Logs refer to conditions at the specific location tested; soil/rock conditions may vary between test locations.

**Size Limits** 

W.O.H. denotes fell under weight of hammer.

#### **General Descriptors**

**Name** 

The grain-size descriptions are as follows:

Boulder	12 inches or more
Cobbles	3 to 12 inches
Coarse Gravel	3/4 to 3 inches
Fine Gravel	No. 4 sieve to ¾ inch
Coarse Sand	No. 10 to No. 4 sieve
Medium Sand	No. 40 to No. 10 sieve
Fine Sand	No. 200 to No. 40 sieve
Fines	Smaller than No. 200 sieve

Definitions related to adjectives used in soil/rock descriptions:

<u>Proportion</u>	<u>Adjective</u>
About 0 to 10 %	trace
About 10% to 25%	little
About 25% to 35%	some
About 35% to 50%	and

#### **NOTES RELATED TO BORING LOGS**

• Relative density of sands/gravels and consistency of silts/clays:

Granular Soils						
Relative Density	Safety Hammer SPT (Blows/Foot)	Automatic Hammer SPT (Blows/Foot)				
Very Loose	0-4	0-3				
Loose	4-10	3-8				
Medium Dense	10-30	8-24				
Dense	30-50	24-40				
Very Dense	Greater than 50	Greater than 40				
Silts and Clays						
Consistency Safety Hammer SPT (Blows/Foo		Automatic Hammer SPT (Blows/Foot)				
Very Soft	0-2	0-1				
Soft	3-4	1-3				
Firm	5-8	3-6				
Stiff	9-15	6-12				
Very Stiff	16-30	12-24				
Hard	Greater than 30	Greater than 24				

Boring Log Symbols



Split spoon sample



Rock core specimen



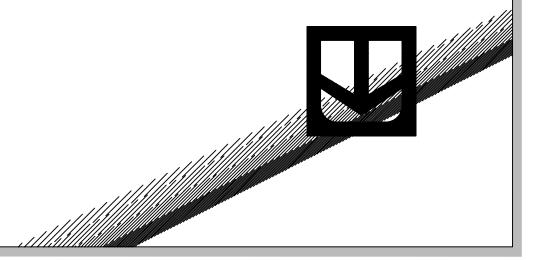
Groundwater table

GNA Groundwater Not Apparent

GNE Groundwater Not Encountered

### **Soil Classification Chart**

MAJOR DIVISIONS		SYMBOLS		TYPICAL	
		GRAPH	LETTER	DESCRIPTIONS	
	GRAVEL	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	AND GRAVELLY SOILS	(LITTLE OR NO FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
COARSE GRAINED SOILS	MORE THAN 50% OF COARSE	GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
SOILS	FRACTION	(APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	SAND AND SANDY SOILS	CLEAN SANDS		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE	SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES
	FRACTION PASSING ON NO. 4 SIEVE	(APPRECIABLE AMOUNT OF FINES)		sc	CLAYEY SANDS, SAND - CLAY MIXTURES
				ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS  SILTS LIQUID LIMIT GREATER THAN 50			МН	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				СН	INORGANIC CLAYS OF HIGH PLASTICITY
			ОН	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	



## **Important Information about This**

# Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative - interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

## Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civilworks constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared solely for the client. Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.

#### Read this Report in Full

Costly problems have occurred because those relying on a geotechnicalengineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full*.

## You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- · the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- · project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.* 

#### This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be, and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

## Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

## This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation*.

#### This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnicalengineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

#### **Give Constructors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, but be certain to note conspicuously that you've included the material for informational purposes only. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, only from the design drawings and specifications. Remind constructors that they may

perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

#### **Read Responsibility Provisions Closely**

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

#### **Geoenvironmental Concerns Are Not Covered**

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.

## **Obtain Professional Assistance to Deal with Moisture Infiltration and Mold**

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.



Telephone: 301/565-2733 e-mail: info@geoprofessional.org www.geoprofessional.org

Copyright 2016 by Geoprofessional Business Association (GBA). Duplication, reproduction, or copying of this document, in whole or in part, by any means whatsoever, is strictly prohibited, except with GBA's specific written permission. Excerpting, quoting, or otherwise extracting wording from this document is permitted only with the express written permission of GBA, and only for purposes of scholarly research or book review. Only members of GBA may use this document or its wording as a complement to or as an element of a report of any kind. Any other firm, individual, or other entity that so uses this document without being a GBA member could be committing negligent

#### **CONSTRAINTS AND RESTRICTIONS**

#### WARRANTY

UES has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

#### **UNANTICIPATED SOIL CONDITIONS**

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

#### CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and UES of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of UES to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

#### MISINTERPRETATION OF SOIL ENGINEERING REPORT

UES is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of UES.

#### **CHANGED STRUCTURE OR LOCATION**

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by UES.

#### **USE OF REPORT BY BIDDERS**

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations. Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. UES cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

#### STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

#### **OBSERVATIONS DURING DRILLING**

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

#### WATER LEVELS

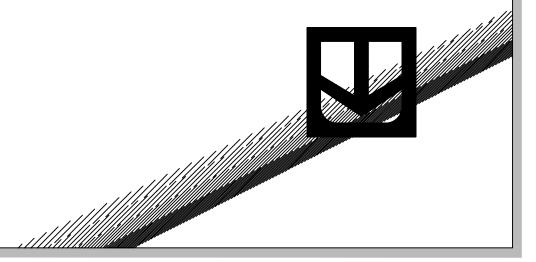
Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

#### LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for UES to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by UES to locate any such buried objects. UES cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

#### TIME

This report reflects the soil conditions at the time of investigation. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.



### Universal Engineering Sciences, Inc. GENERAL CONDITIONS

#### **SECTION 1: RESPONSIBILITIES**

- 1.1 Universal Engineering Sciences, Inc., ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, Inc's agents, employees, professional staff, and subcontractors.
- The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

#### **SECTION 2: STANDARD OF CARE**

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

#### **SECTION 3: SITE ACCESS AND SITE CONDITIONS**

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

#### **SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

#### **SECTION 5: BILLING AND PAYMENT**

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

#### SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

#### SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

#### **SECTION 8: RISK ALLOCATION**

8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

#### **SECTION 9: INSURANCE**

9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

#### **SECTION 10: DISPUTE RESOLUTION**

- All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
  - the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
  - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

#### **SECTION 11: TERMINATION**

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

#### **SECTION 12: ASSIGNS**

12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

#### SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

#### **SECTION 14. INTEGRATION CLAUSE**

- This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

## TRAFFIC MONITORING SITES DESIGN

ilroad - Highway Intersection Map

RHC - Acoldent Legations

RHC - No. of School Buse

RHC - Highway ADT

....

RHC -

PROFESSIONAL SERVICES

KIMLEY-HORN PM: BARTON J. FYE, P.E.

FR ALEMAN PM: ANA MARIA CALLEJA, P.E..



ROADWAY SECTION 87000234 NW SOUTH RIVER DRIVE

FROM NB OFF RAMP SR 826 (MP 1.572) TO NEW 72 AVENUE (MP 2.160)

### Submitted to:

KIMLEY-HORN & ASSOCIATES, INC 355 ALHAMBRA CIRCLE, SUITE 1400 CORAL GABLES, FL 33134

### Submitted by:

F.R. ALEMAN & ASSOCIATES, INC CONSULTING ENGINEERS AND SURVEYORS 10305 N.W. 41 STREET, SUITE 200 MIAMI, FLORIDA 33178

September 28, 2018

#### TABLE OF CONTENTS

1.	INTRODUCTION	. 1
	PROJECT IDENTIFICATION	
	HISTORICAL TRAFFIC DATA	
	MODEL TRAFFIC DATA	
	FORECASTED TRAFFIC COMPARISION	
	18 KIP ESAL CALCULATIONS	

#### **APPENDIX**

APPENDIX A: ROADWAY CHARACTERISTICS INVENTORY (RCI) DATA-FDOT

APPENDIX B: FDOT EXISTING AND HISTORICAL TRAFFIC DATA

APPENDIX C: 72-HOUR TRAFFIC CLASSIFICATION VOLUME COUNTS

APPENDIX D: SEASONAL FACTOR (SF) FDOT REPORT

APPENDIX E: TRAFFIC TRENDS-HISTORICAL DATA

APPENDIX F: FSUTMS MODEL DATA (2035 & 2040)

APPENDIX G: TRAFFIC TRENDS-MODEL DATA

APPENDIX H: 18 KIP ESAL CALCULATIONS

#### 1. INTRODUCTION

The 18-KIP Report for the FDOT Off-System Section 87000234 (NW South River Drive) from NB Off Ramp SR 826 (MP 1.572) to NW 72 Avenue (MP 2.160) was initiated in accordance with the task work order issued by Kimley-Horn and Associates, Inc. for Town of Medley, dated September 10, 2018.

The study was performed in accordance with the procedure adopted by the Traffic Forecasting Handbook developed by the FDOT. A detailed analysis was conducted using the Trend Analysis and Equivalent Single Axle Load (ESAL) Analysis Tool developed by the FDOT. The following sections of the report will include a detailed description of the Trend Analysis performed using historical and FSUTMS model data. The report will also include Equivalent Single Axle Load Analysis calculated for design, mid-design and the existing year.

#### 2. PROJECT IDENTIFICATION

The following 18 KIP Report is performed for the above-mentioned section within the project limits as described below:

**Section:** 87000234

Roadway Name: NW South River Drive Project Limits: from MP 1.572 to MP 2.160

**Jurisdiction: Miami-Dade County** 

Speed Limit: 25 Mph Opening Year: 2019 Design Year: 2039

Functional Classification of the Roadway: Urban Major Collector

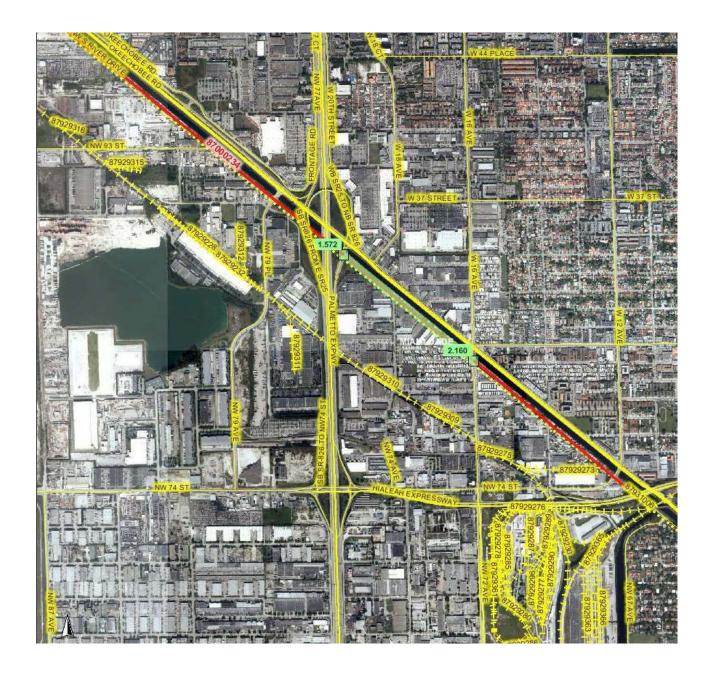
**Area Type:** Urban

**Existing Number of Lanes: 2 Lanes (Both Ways)** 

**Pavement Type: Asphalt** 

**Type of Work:** Resurfacing (RRR)

Roadway Characteristics information for the study segment (RDWY ID# 87000234) was obtained from Roadway Characteristics Inventory Database (FDOT). Details are shown in **Appendix A** 



## MAP LOCATION NW SOUTH RIVER DRIVE (RDWY ID# 87000234)

From NB Off Ramp SR 826 (MP 1.572) to NW 72 Avenue (MP 2.160)

#### 3. HISTORICAL TRAFFIC DATA

The existing and historical data for the Station 878643 was obtained from Florida Traffic Online information considered for the section. This data has been estimated and shown in **Appendix B**. **Table 1** shows the traffic stations along section 87000234 and the corresponding AADT, K Factor, D Factor and T Factor. Station 878643 is considered as part for the calculation of ESAL as the station belong to the project location.

**TABLE 1: HISTORIC TRAFFIC DATA OF FDOT STATION 878643 FOR YEAR 2017** 

Station #	Location	AADT	K	D	T	
878643	NW South River Dr, 70' E of SB Off/On Ramps SR 826	9,400	9.00	59.30	13.3	

Due to the existing historical information was collected only for 2012 and 2016, a traffic data 72-hour Classification Counts were performed (as Station # 878260) within the study segment between September 18<sup>th</sup> and September 20<sup>th</sup>, 2018 to be used for the trends. **Table 2** summarizes the average 72-hour raw counts and detailed results are show in **Appendix C**.

**TABLE 2: TRAFFIC DATA FOR YEAR 2018** 

Station #	Location		Wed	Thu	Average	Truck%
878260	NW S.River Dr, E of NB Off Ramps SR 826	7900	7800	7700	7800	14.2

The Seasonal Factor (SF) used to convert 24-Hr count (ADT) to AADT is 1.12. Therefore, AADT is 8,750 vehicle/day for year 2018. Seasonal Factor FDOT Report is shown in **Appendix D**. Then using in combination with the historical data from the FDOT station, traffic trends were identified using the Trend Analysis Tool developed by the FDOT. The historical trend analysis calculations are shown in **Appendix E**. **Table 3** shows the results from the historical trend analysis sheets developed using the Trend Analysis Tool. The best fit curve for the present analysis should be based on the highest R-Squared value as shown in the **Table 3** below, but the trends with the highest Volume is selected from the **Decaying Exponential Growth** method, chosen to compare the traffic volumes with the Model Data.

**TABLE 3: HISTORICAL TRENDS** 

Method	R-Square Value	Annual Growth Rate	Opening Year Volume	Mid-Year Volume	Design Year Volume
Straight Line	83.69%	-8.67%	7300	-1200	-9700
Exponential	83.00%	-9.09%	7400	2800	1000
Decaying Exp	71.26%	-7.97%	7900	6100	5300

#### 4. MODEL TRAFFIC DATA

To validate the above traffic growth trends calculated from the historic data, FSUTMS model data shown in **Appendix F** was used in developing growth trends. **Table 4** shows the summary of the model trend analysis developed using the Trend Analysis Tool. The model trend analysis Calculations are shown in **Appendix G**. The best fit curve is selected for the present analysis based on the highest R-Squared value. As shown in the table below, the trend from the **Exponential** method is selected for the Segment.

Annual **Opening Design Year R-Square** Mid-Year Method Growth Year Value Volume Volume Rate Volume Straight Line 85.63% 4.12% 9600 13300 17100 87.59% 3.43% 16900 **Exponential** 9400 12600 14700 Decaying Exp 69.11% 18.10% 11300 16200

**TABLE 4: FSUTMS MODEL TRENDS** 

#### 5. FORECASTED TRAFFIC COMPARISION

A detailed comparison of the growth trends using the historical data and the FSUTMS model were made and shown in **Table 5**. If the traffic volumes from the FSUTMS model data are within 10 percent of the traffic volumes from the historical data, FSUTMS model data will be used for ESAL calculation. Otherwise, the average volumes are to be used.

**Table 5** shows the traffic volumes from the FSUTMS Model data higher than 10 percent of the traffic volumes from the historical data at opening year, mid-year and design year. Hence the average volumes should be considered for the ESAL calculation.

Volumes (AADT) to Calculate **ESALs** are summarized in the following table.

TABLE 5: COMPARISON OF TRENDS USING HISTORICAL & FSUTMS MODEL DATA

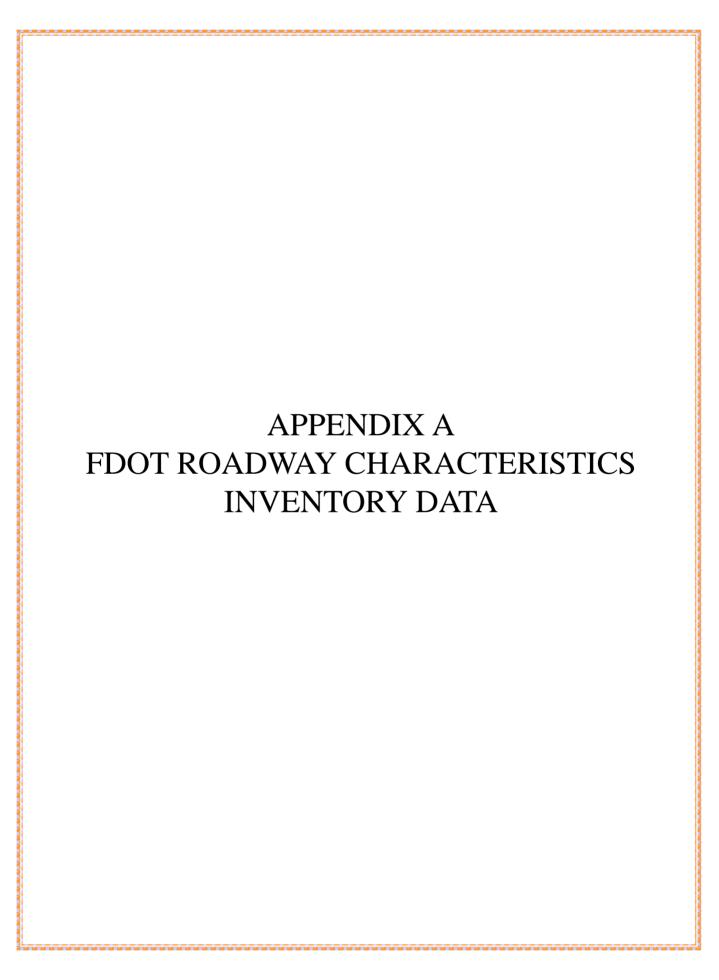
Method	R-Square	<b>Opening Year</b>	Mid-Year	Design Year
Method	Value	Volume	Volume	Volume
Historical	71.26%	7900	6100	5300
Model	87.59%	9400	12600	16900
Difference		1500	1900	2300
Percent Difference (Diff/Hist)		18.99%	106.56%	218.87%
Volumes (AADT) to Calculate	ESAL	8650	9350	11100

#### 6. 18 KIP ESAL CALCULATIONS

The 18 KIP ESAL Analyses were performed and the summary of the results are shown in **Table 6**. A truck factor of **13.22**% was used for the present analysis which is the average of five years of T factor for Station 878643 and the current station 878260. Detailed Equivalent Single Axle Load (ESAL) analyses are shown in **Appendix H**.

**TABLE 5: ESAL CALCULATIONS** 

Design Period	Opening Year to Mid-Year	Opening Year to Design Year
FLEXIBLE PAVEMENT ESAL Accumulation (1000s)	1935	4148



Main Feat/Cha		Routes Re	entory eports	9 Hist	Help Logoff //26/2018 9:44AM EST ory Other				
Find Featur	re Type List	Add Characteristics		Mass	Delete Features				
	Feature an	d Characteristics	List						
<u>87000234</u> 06 06	Roadway ID:Man-Dist:Geo-Dist:County:Beg. MP:End. MP:Net Length:Overall Status:870002340606MIAMI-DADE0.0002.8842.884ACTIVE OFF THE SHSDescription:N.W. S RIVER DRIVE								
Feature 114 - LOCAL	SYSTEM			LENGTH/	NON-INTERLOCKING				
Beg. MP End. MP C	Characteristic	Value	Unit Si	de Offset	Char. Updated				
0.000 2.884 LOCAL	NAME OF FACILITY	NW S RIVER DRIVE	ID (		PL630EP 03/31/2007				
Validate		Show Details			Previous Next				
Short Cut									
*ID: *Feat. Number: 114  * Indicates a required field	Beg. MP: End.	MP: Side:	7	Offset:	Characteristic Code:  View				
,									
	EI ODIDA DEDAD	TMENT OF TRANSPO	DTATIC	M					



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ (866) 955-4357 or email:
Service Desk.

KNFRAA	С		Roadway	Characte	eristics Inv	entor	У	9/3	Help 26/2018	Logoff 9:41AM EST
Maii	n	Feat/Char	Roadwa	y ID F	Routes	Reports	Y	Histo	20074	Other
Find	d	Feature	e Type List	Add	Characteristics			Mass D	elete Fea	tures
			Featu	re and Ch	aracteristics	s List				
87000234	4 0			ty: Beg I-DADE 0.0	<b>g. MP: End. MI</b> 00 2.884	2.88		AC.		THE SHS
<u>Feature</u>	e 121	- FUNCTION	DNAL CLAS	SIFICATION	<u>ON</u>		LEN	IGTH/N	ION-INTE	RLOCKING
Beg. MP	End. MP	Char	acteristic		Value	Unit	Side	Offset	Char.	Updated
0.000	2.884	FUNCTION CLASSIFIC	<u>AL</u> ATION	17 - URB COLLECT	AN MAJOR OR	CD	С		PL934TH	08/01/2014
Validat	te			Show	Details				Previo	ous Next
Short Cut										
Road	lway (	Route								
*ID:	4	*Feat. Number:	Beg. MP:	End. MP:	Side:		Offs		C	acteristic code:
8700023	4	121	]			<b>Y</b>		~	] ]	View
										VIEW
* Indicate	es a req	uired field								
	500									



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ (866) 955-4357 or email:

<u>Service Desk.</u>

KNF	RAAC	Roadway Characteristics Inventory	Help Logoff
Main		Feat/Char Roadway ID Routes Reports History	O18 9:41AM EST Other
	Find	Feature Type List Add Characteristics Mass Delete	e Features

#### **Feature and Characteristics List**

Roadway ID: Man-Dist: Geo-Dist: County: Beg. MP: End. MP: Net Length: Overall Status:

87000234 MIAMI-DADE 0.000 **ACTIVE OFF THE SHS** 06 2.884 2.884 06 Description: N.W. S RIVER DRIVE VideoLog **Enterprise GIS** 

Featur	e 124 -	URBAN CLASSIFICA	L	ENGTH	I/NON-INTERLOCKING		
Beg. MP	End. MP	Characteristic	Value	Unit	Side	Offset	Char. Updated
0.000	CODE		4 - INSIDE CITY, AND URBAN	CD	С		RCICNVRT 10/23/2002
0.000	2.884	CENSUS PLACE (CITY) CODE	1335 - MEDLEY	CD	С		RCICNVRT 10/23/2002
0.000	2.884	URBAN AREA NUMBER	1370 - MIAMI	CD	С		RCICNVRT 10/23/2002
0.000	2.884	URBAN SIZE	5 - METROPOLITAN	CD	С		RCICNVRT 10/23/2002
0.000	2.884	MPO AREA	13 - MIAMI-DADE TPO	CD	С		PL934TH 12/18/2017

Validate			Show [	Details		Previous	Next
Short Cut  Roadway	Route						
*ID:	*Feat. Number:	Beg. MP:	End. MP:	Side:	Offset:	Characte Code	
87000234	124			V	<b>V</b>		
							View

<sup>\*</sup> Indicates a required field



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ (866) 955-4357 or email: Service Desk.

Roadway Characteristics Inventory    Help   Lo     9/26/2018   9:42AN									
Main	Feat/Char Roadway ID	Routes F	Reports	listory Other					
Find	Feature Type List	Add Characteristics	Mas	ss Delete Features					
	Feature	and Characteristics	List						
Roadway ID:Man-Dist:Geo-Dist:County:Beg. MP:End. MP:Net Length:Overall Status:870002340606MIAMI-DADE0.0002.8842.884ACTIVE OFF THE SHSDescription:N.W. S RIVER DRIVE									
Feature 140 -	SECTION STATUS EXC			ENGTH/INTERLOCKING					
Beg. End. MP	Characteristic	Value	Unit Side Offse	et Char. Updated					
0.000 2.884	SECTION STATUS EXCEPTION	09 - ACTIVE OFF THE SHS	CD C	RCICNVRT 10/23/2002					
Validate		Show Details		Previous Next					
Short Cut									
-	*Foot	d. MP: Side:	Offset:	Characteristic Code:					
				View					
* Indicates a requ	uired field								
2		A DELICATE OF TO A LOCA							



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ (866) 955-4357 or email: Service Desk.

**KNFRAAC** 

### **Roadway Characteristics Inventory**

Help Logoff 9/26/2018 9:43AM EST

Main

Feat/Char

Roadway ID

Routes

Reports

History

Other

Find

Feature Type List

Add Characteristics

Mass Delete Features

#### **Feature and Characteristics List**

Roadway ID: Man-Dist: Geo-Dist: County:

Beg. MP: End. MP: Net Length: Overall Status:

87000234

06

MIAMI-DADE 0.000

2.884

2.884

ACTIVE OFF THE SHS

Description: N.W. S RIVER DRIVE

VideoLog

Enterprise GIS

Valida	ite		Show Details				Previous Next
Featur	e 251	- INTERSECTION				F	OINT/INTERLOCKING
Beg. MP	End. MP	Characteristic	Value	Unit	Side	Offset	Char. Updated
0.980		135 DEGREES RIGHT	NW 93 ST/DE BOGORY D	ID	С		PL630EP 05/03/2007
		INTERSECTION SURFACE TYPE6	A - ASPHALT	CD	С		RCICNVRT 10/23/2002
1.135		135 DEGREES RIGHT	NW 91 TER	ID	С		RCICNVRT 10/23/2002
		INTERSECTION SURFACE TYPE6	A - ASPHALT	CD	С		RCICNVRT 10/23/2002
1.262		90 DEGREES L. & 90 DEGREES R.	NW 79 AVE	ID	С		KNBMECP 02/07/2011
	ia	INTERSECTION SURFACE TYPE8	A - ASPHALT	CD	С		RCICNVRT 10/23/2002
1.329		90 DEGREES RIGHT	UNSIGNED	ID	С		KNCAGMH 01/27/2016
		INTERSECTION SURFACE TYPE5	A - ASPHALT	CD	С		KNCAGMH 01/27/2016
1.376		45 DEGREES LEFT	SPUR/ NW 77 CT	ID	С		KNBMECP 02/07/2011
		INTERSECTION SURFACE TYPE3	A - ASPHALT	CD	С		PL630EP 04/02/2007
1.401		135 DEGREES L. & 45 DEGREES R.	RAMP 87260403	ID	С		KNBMECP 02/10/2016
		INTERSECTION SURFACE TYPE7	A - ASPHALT	CD	С		PL630EP 04/02/2007
1.572		135 DEGREES L. & 45 DEGREES R.	RAMP 87260405	ID	С		KNBMECP 02/10/2016
		INTERSECTION SURFACE TYPE7	A - ASPHALT	CD	С		KNCAGMH 01/27/2016
1.591		135 DEGREES RIGHT	SPUR	ID	С		KNBMECP 02/10/2016
		INTERSECTION SURFACE TYPE6	A - ASPHALT	CD	С		RCICNVRT 10/23/2002
1.808		45 DEGREES RIGHT	NW 74 AVE	ID	С		KNBMECP 02/07/2011
		INTERSECTION SURFACE TYPE4	A - ASPHALT	CD	С		RCICNVRT 10/23/2002
2.138		45 DEGREES LEFT	SPUR	ID	С		KNCAGMH 01/27/2016
		INTERSECTION SURFACE TYPE3	A - ASPHALT	CD	С		KNCAGMH 01/27/2016
2.160		135 DEGREES L. & 45 DEGREES R.	NW 72 AVE	ID	С		KNBMECP 02/10/2011

	INTERSECTION SURFACE TYPE7	A - ASPHALT	CD	С	KNBMECP 02/10/2011
2.169	135 DEGREES RIGHT	SPUR	ID	С	KNBMECP 02/07/2011
	INTERSECTION SURFACE TYPE6	A - ASPHALT	CD	С	KNBMECP 02/07/2011

Validate			Show D	Details		Previous Next
Short Cut  Roadway	Route					
*ID:	*Feat. Number:	Beg. MP:	End. MP:	Side:	Offset:	Characteristic Code:
87000234	251	0.900		~	\ <u>\</u>	
						View



\* Indicates a required field

#### FLORIDA DEPARTMENT OF TRANSPORTATION

Report Technical Problems to the Service Desk @ (866) 955-4357 or email: Service Desk.

KNFRA	AC	Roadway Ch	aracteristics Inve	ento	ry	9	Help Logoff /26/2018 9:44AM EST	
Ma	in	Feat/Char Roadway ID	Routes	ports	Y	Hist	ory Other	
Fin	ıd	Feature Type List	Add Characteristics			Mass	Delete Features	
		Feature a	nd Characteristics	List				
8700023	<u>84</u> 06	l <b>an-Dist: Geo-Dist: County:</b> 6 06 MIAMI-DA W. S RIVER DRIVE	<b>Beg. MP: End. MP</b> DE 0.000 2.884	2.88	-	AC	verall Status: CTIVE OFF THE SHS atterprise GIS	
<u>Featur</u>		TRAFFIC FLOW BREAK	STATION	_			GTH/INTERLOCKING	
Beg. MP	End. MP	Characteristic	Value	Unit	Side	Offset	Char. Updated	
0.000	2.884	COUNT STATION ASSIGNED TO BRK.	878643	ID	С	C KNFTEKK 09/29/		
		TRAFFIC BREAK CODE	1 - LOCATED WITHIN BREAK	CD	С		KNFTEKK 09/29/2011	
Valida Short Cut	ate		Show Details				Previous Next	
Roa	dway (	Route						
* <b>ID</b>		*Feat. Number: Beg. MP: End	. MP: Side:		Offs	set:	Characteristic Code:	
							View	
* Indicat	es a req	uired field						



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ (866) 955-4357 or email:

<u>Service Desk</u>.

KNFRA/	in	Feat/Char Roadway		ntor	Y	Histo									
Fin	Find Feature Type List Add Characteristics Mass Delete Features														
	Feature and Characteristics List														
8700023	Roadway ID:Man-Dist:Geo-Dist:County:Beg. MP:End. MP:Net Length:Overall Status:870002340606MIAMI-DADE0.0002.8842.884ACTIVE OFF THE SHSDescription:N.W. S RIVER DRIVE														
<u>Featur</u>	Feature 331 - TRAFFIC FLOW BREAKS LENGTH/INTERLOCKING														
Beg. MP	End. MP	Characteristic	Value	Unit	Side	Offset	Char. Updated								
0.000	2.884	AADT DATE	12/31/2017	DA	С		PL934JG 04/09/2018								
		AADT TYPE	2 - FIN. EST. FROM GROWTH FACTOR	CD	С		PL934JG 04/09/2018								
		RDWY SECTION AVG "D" FACTOR	59.3	EA	С		PL934JG 04/09/2018								
		STANDARD K FACTOR	9	EA	С		PL934JG 04/09/2018								
		<u>SECTION AVERAGE T</u> <u>FACTOR</u>	13.3	EA	С		PL934JG 04/09/2018								
		SECTION AVERAGE ADT	9400	EA	С		PL934JG 04/09/2018								
Valida Short Cut	ate		Show Details				Previous Next								

\***ID:**87000234

\*Feat. Number:

331

Beg. MP:

e: End. MP:

Side:

~

Offset:

~

Characteristic

Code:

View

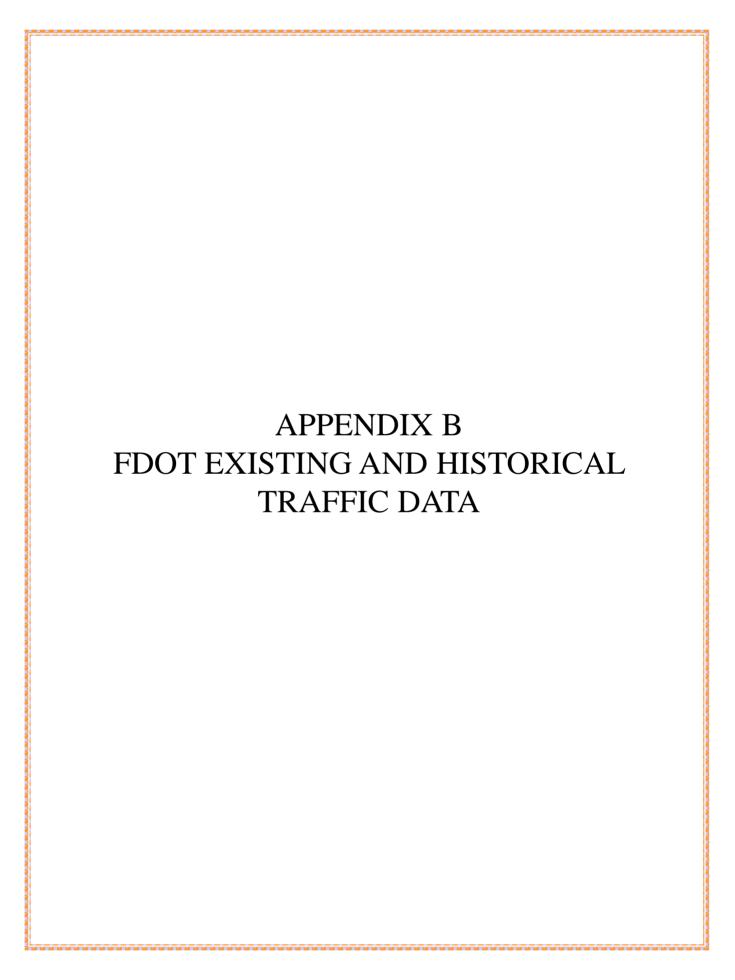
Roadway
Route



#### FLORIDA DEPARTMENT OF TRANSPORTATION

Report Technical Problems to the Service Desk @ (866) 955-4357 or email: Service Desk.

<sup>\*</sup> Indicates a required field



### FLORIDA DEPARTMENT OF TRANSPORTATION 2017 ANNUAL AVERAGE DAILY TRAFFIC REPORT - REPORT TYPE: ALL

COUNTY: 87 MIAMI-DADE

SITE	SITE TYPE	DESCRIPTION	DIR	ECTION 1	DIF	RECTION 2	AADT TWO-WAY	"K" FCTR =====	"D" FCTR =====	"T" FCTR =====
8636		GRANADA BLVD, 200' NORTH OF ESCOBAR(2011 OFFSYST	N	3400E	S	3900E	7300 F	9.0	59.3S	2.7F
8637		SW 72 ST, 200' EAST OF SW 137 AVE(2011 OFFSYSTEM	E	16000E	W	12500E	28500 F	9.0	55.7S	5.5F
8639		N RIVER DR, 200' NORTH OF NW 3 ST(2011 OFFSYSTEM	S	3000E	N	3900E	6900 F	9.0	59.3S	3.9F
8640		NE 203 ST/IVES DAIRY, 200' W OF NE 24 AV(2011 OF	E	33500	W	35500	69000 C	9.0	55.7S	4.6A
8641		NW 62 AVE/YELEN BLVD, 200' SOUTH OF SW 11 ST(201	N	4400E	S	3700E	8100 F	9.0	59.3S	2.7F
8642		E 4TH AVE, 200' SOUTH OF E 8 ST(2011 OFFSYSTEM C	N	9800E	S	10500E	20300 F	9.0	55.7S	8.5F
8643		NW S RIVER DR, 200' SOF SPUR/ NW 77 CT(2011 OFFS	S	4500E	N	4900E	9400 F	9.0	59.3S	13.3F
8644		W 16 AVE, 200' SOUTH OF W 65 ST(2011 OFFSYSTEM C	N	9400E	S	10500E	19900 F	9.0	59.3S	13.3F
8645		MIAMI LAKEWAY S, 200' SOF TWIN SABEL DR(2011OFFS	S	2800E	N	2400E	5200 F	9.0	59.3S	13.0F
8646		MIAMI LAKES DRIVE, 200' EAST OF NW 59 CT(2011 OF	E	9100E	W	8800E	17900 F	9.0	59.3S	4.6F
8647		NE 2ND AVE, 50 FT S OF NE 211TH ST(2011 OFFSYS)	E	3400E	W	3900E	7300 F	9.0	59.3S	5.3F
8648		CARMEL LK RD, 200 FT E OF NE 19TH CT (2011 OFFSY	N	7500E	S	9800E	17300 F	9.0	59.3S	5.1F
8649		SW 42 ST, 200' WEST OF SW 149 AVE(2011 OFFSYSTEM	E	10500E	W	11000E	21500 F	9.0	59.3S	5.5F
8650		S. ROYAL POINCIANA, 200' S OF NW 25 ST(2011 OFFS	S	1100E	N	1600E	2700 F	9.0	59.3S	6.9F
8651		W/E 17 ST/NW 71ST, 200' EAST OF E 10 AVE(2011 OF	E	3000E	W	2400E	5400 F	9.0	59.3S	6.9F
8652		NW 151 ST/ORIENTAL B, 200' EAST OF NW 29 AV(2011	E	5800E	W	5300E	11100 F	9.0	59.3S	8.5F

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED

<sup>&</sup>quot;K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011

AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; R= FOURTH YEAR EST;

V= FIFTH YEAR EST; 6= SIXTH YEAR EST; X= UNKNOWN

<sup>&</sup>quot;D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

#### FLORIDA DEPARTMENT OF TRANSPORTATION TRANSPORTATION STATISTICS OFFICE 2017 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 8643 - NW S RIVER DR, 200' SOF SPUR/ NW 77 CT(2011 OFFSYSTEM CYCLE, CL:570)

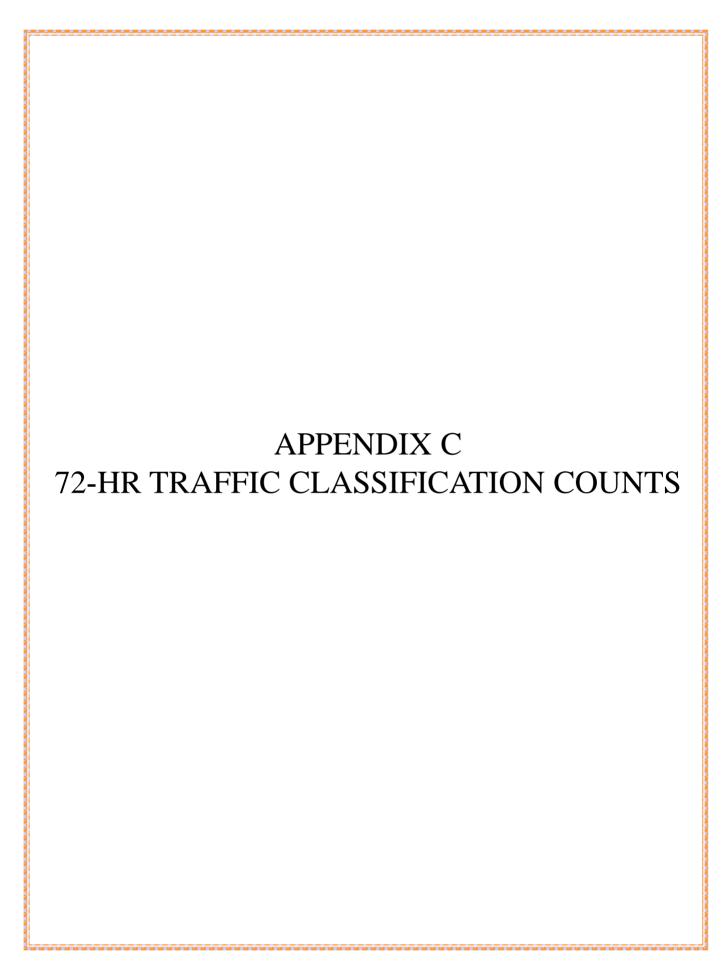
YEAR	AADT	DIE	RECTION 1	DIF	RECTION 2	*K FACTOR	D FACTOR	T FACTOR
2017	9400 F	S	4500	N	4900	9.00	59.30	13.30
2016	9600 C	S	4600	N	5000	9.00	56.10	10.10
2015	11500 T		0		0	9.00	57.40	13.90
2014	11500 S					9.00	59.30	14.60
2013	11500 F		0		0	9.00	58.90	16.20
2012	11500 C	S	0	N	0	9.00	59.70	16.00

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE

S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE

V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES



County: 87
Station: 8260
Description: SRIVER DRIVE, SOUTH OF NB RAMP OF SR826

Start Date: 09/18/2018

Start Time: 0000

		Dire	ection:	N			Dire	ection:	s		Combine
Time	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total
0000	9	2	2	2	15	0	3	4	4	11	26
0100	5	0	1	0	6	4	4	0	2	10	16
0200	1	1	3	1	6	1	1	2	2	6	12
0300	2	0	4	5	11	1	2	6	11	20	31
0400	4	4	6	2	16	3	7	5	14	29	45
0500	5	8	15	19	47	6	12	31	49	98	145
0600	23	31	38	39	131	46	49	66	71	232	363
0700	40	45	43	58	186	85	82	69	75	311	497
0800	55	40	58	48	201	78	82	68	82	310	511
0900	46	36	49	51	182	102	66	79	72	319	501
1000	58	52	54	53	217	83	58	70	75	286	503
1100	42	73	71	61	247	73	64	67	83	287	534
1200	84	70	85	78	317	75	74	75	83	307	624
1300	82	63	65	62	272	77	71	56	70	274	546
1400	87	72	64	65	288	69	61	54	57	241	529
1500	95	104	121	90	410	64	49	47	62	222	632
1600	135	120	119	101	475	49	40	47	54	190	665
1700	129	79	99	76	383	37	44	51	47	179	562
1800	84	72	93	52	301	57	44	33	31	165	466
1900	51	28	33	25	137	41	32	31	23	127	264
2000	21	25	21	17	84	29	20	15	20	84	168
2100	17	15	27	13	72	15	10	13	14	52	124
2200	11	7	13	15	46	7	4	8	2	21	67
2300	7	13	5	4	29	8	6	0	3	17	46
24-Hour	Totals	: :			4079					3798	7877
		ection:		P	eak Volu	me Infor	nation			Direct	

	Direc	tion: N	Direc	tion: S	Combined :	Combined Directions		
	Hour	Volume	Hour	Volume	Hour	Volume		
A.M.	745	211	815	334	815	526		
P.M.	1600	475	1215	309	1600	665		
Daily	1600	475	815	334	1600	665		
Truck P	ercentage	13.85		15.30		14.55		

#### Classification Summary Database

Dir	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15 7	<b>FotTrk</b>	TotVol
N	19	2500	995	124	250	79	2	32	72	6	0	0	0	0	0	565	4079
s	27	2210	980	130	258	80	0	35	65	11	0	0	2	0	0	581	3798

County: 87
Station: 8260
Description: SRIVER DRIVE, SOUTH OF NB RAMP OF SR826

Start Date: 09/19/2018

Start Time: 0000

		Dire	ection:	N			Dire	ection:	S		Combine
Time	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total
0000	11	8	4	3	26	1	2	3	2	8	34
0100	1	1	2	4	8	4	4	1	7	16	24
0200	2	2	0	1	5	2	0	2	0	4	j 9
0300	0	1	3	3	7	2	3	2	8	15	22
0400	4	4	7	3	18	3	9	9	11	32	50
0500	5	8	14	18	45	11	14	20	55	100	145
0600	25	33	38	46	142	49	54	53	89	245	387
0700	31	54	46	62	193	75	70	74	77	296	489
0800	56	49	45	32	182	70	56	77	80	283	465
0900	45	47	48	54	194	83	93	72	84	332	526
1000	61	58	66	57	242	60	84	79	58	281	523
1100	70	71	69	56	266	69	60	64	77	270	536
1200	75	89	79	79	322	81	78	60	53	272	594
1300	51	56	71	72	250	86	60	48	75	269	519
1400	68	76	82	73	299	53	61	64	51	229	528
1500	86	84	100	93	363	53	27	55	50	185	548
1600	121	117	119	105	462	52	37	41	47	177	639
1700	124	95	93	106	418	48	40	33	48	169	587
1800	73	74	100	59	306	47	46	36	23	152	458
1900	61	63	77	30	231	30	29	23	18	100	331
2000	30	24	14	11	79	22	27	14	23	86	165
2100	20	12	16	4	52	12	10	10	10	42	94
2200	16	19	19	7	61	9	4	6	10	29	90
2300	13	4	8	2	27	5	3	6	5	19	46
24-Hou	r Totals	 5:			4198					3611	7809
				 F	eak Volu	ıme Infori	mation				
	Diı	rection	: N		Dii	ection:	S	С	ombined	l Direct	ions

	Direction: N		Direc	tion: S	Combined	Directions		
	Hour	Volume	Hour	Volume	Hour	Volume		
A.M.	715	218	830	333	715	509		
P.M.	1615	465	1215	277	1600	639		
Daily	1615	465	830	333	1600	639		
Truck Percentage 12.93		12.93		14.71		13.75		

#### Classification Summary Database

Dir	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15 :	TotTrk	TotVol
N	27	2636	992	105	234	80	0	34	83	7	0	0	0	0	0	543	4198
s	29	2102	949	95	241	84	2	31	68	9	0	0	1	0	0	531	3611

County: 87 Station: 8260

Description: SRIVER DRIVE, SOUTH OF NB RAMP OF SR826

Start Date: 09/20/2018

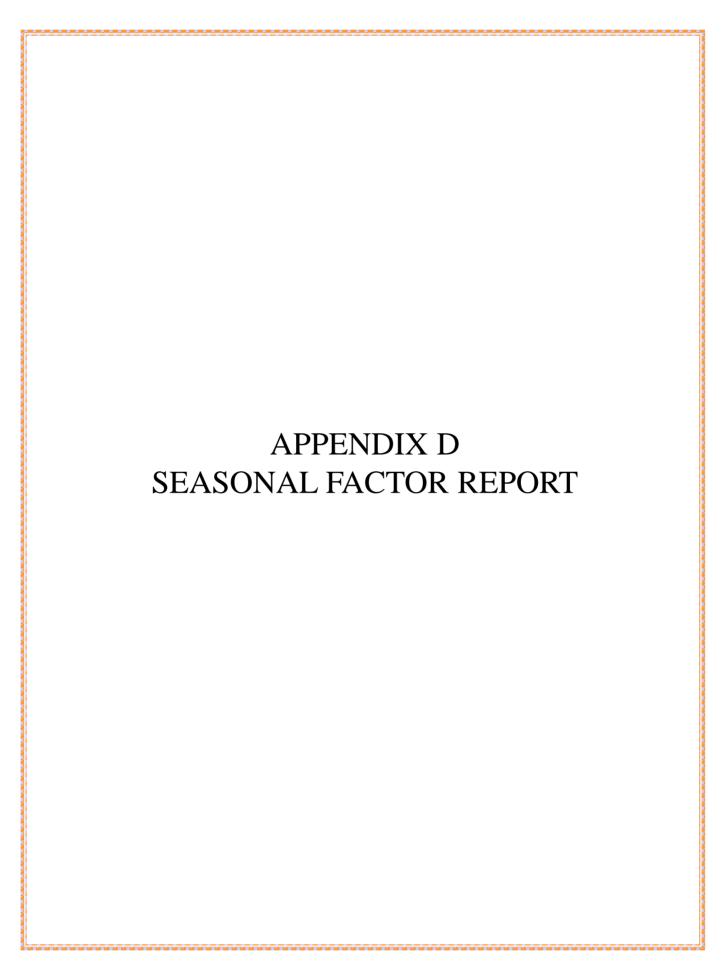
Start Time: 0000

		Dire	ection:	N		Direction: S C							
Time	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total		
0000	14	1	2	2	19	2	2	1	2	7	26		
0100	4	1	1	2	8	1	0	2	2	5	13		
0200	2	5	2	1	10	1	2	4	1	8	18		
0300	5	3	3	9	20	4	8	4	11	27	47		
0400	6	4	3	3	16	2	8	7	14	31	47		
0500	6	7	21	17	51	11	14	32	58	115	166		
0600	19	25	34	46	124	40	44	42	93	219	343		
0700	32	38	43	52	165	82	66	82	71	301	466		
0800	49	48	51	36	184	64	64	77	83	288	472		
0900	51	55	59	45	210	81	63	81	61	286	496		
1000	51	48	67	64	230	92	74	60	61	287	517		
1100	46	43	68	59	216	65	65	66	68	264	480		
1200	43	66	64	72	245	66	80	85	79	310	555		
1300	77	69	60	62	268	64	65	77	69	275	543		
1400	88	68	75	73	304	65	66	48	57	236	540		
1500	83	90	114	102	389 j	56	53	55	60	224	613		
1600	119	94	106	98	417	67	30	60	50	207	624		
1700	134	107	80	75	396	54	54	51	43	202	598		
1800	92	76	54	58	280	48	30	39	34	151	431		
1900	61	39	39	30	169	22	26	32	36	116	285		
2000	27	22	24	19	92 j	20	23	19	19	81	173		
2100	15	14	12	5	46	16	15	12	10	53	99		
2200	6	18	22	13	59 j	10	9	5	5	29	88		
2300	12	16	2	8	38	5	4	6	4	19	57		
 24-Hour	Totals	 ::			3956					3741	7697		
			2 		·		 	6 		4 			

	Direc	tion: N	Direc	tion: S	Combined :	Directions
	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	845	201	645	323	845	509
P.M.	1630	445	1200	310	1630	663
Daily	1630	445	645	323	1630	663
Truck P	ercentage	12.94		15.53		14.20

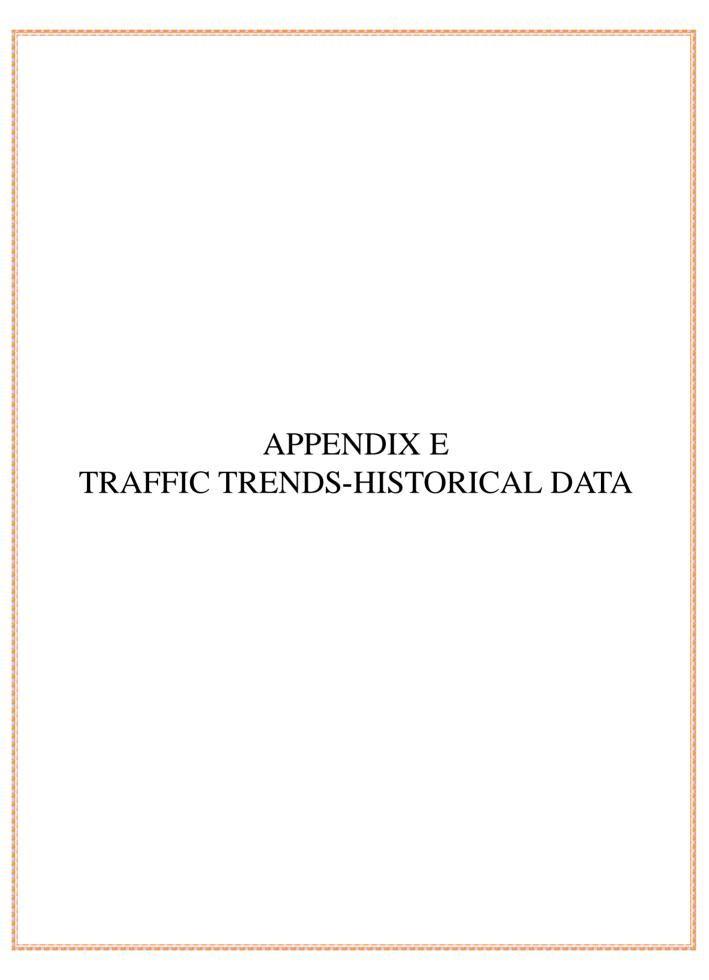
#### Classification Summary Database

Dir	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TotTrk	TotVol
N	29	2435	980	94	232	76	0	28	79	2	0	0	1	0	0	512	3956
s	40	2177	943	112	244	90	0	38	84	10	0	0	3	0	0	581	3741



2017 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL CATEGORY: 8700 MIAMI-DADE NORTH

<sup>\*</sup> PEAK SEASON



## Traffic Trends - V03.a NW S RIVER DR -- NW S RIVER DR, 200' S OF SPUR/NW 77 CT

FIN#	0
Location	1

County:	Miami-Dade (87)
Station #:	8643
Highway:	NW S RIVER DR

Year

2016

2017

2018

Traffic (ADT/AADT)

Count\*

9600

9400

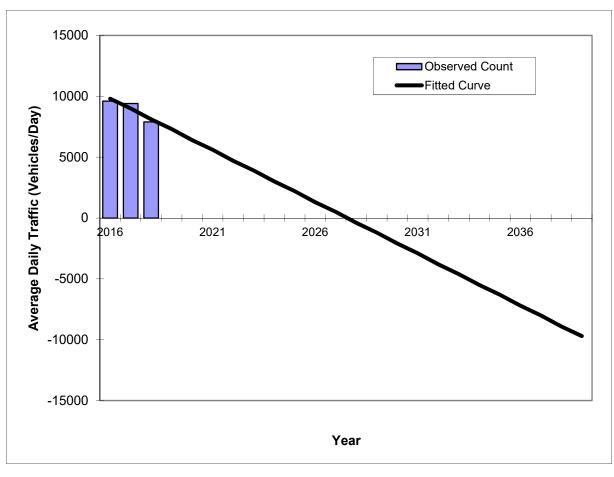
7900

Trend\*\*

9800

9000

8100



201	9 Opening Yea	r Trend
2019	N/A	7300
2	029 Mid-Year T	rend
2029	N/A	-1200
203	39 Design Year	Trend
2039	N/A	-9700
TRAN	PLAN Forecas	ts/Trends
*ΔχΙρ-Δα	liustod	

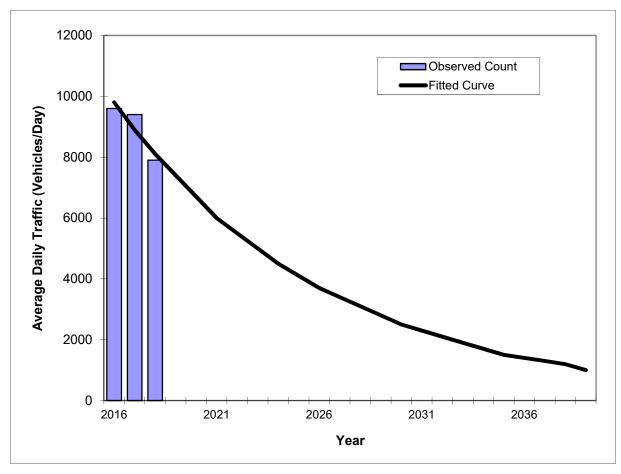
** Annual Trend Increase:	-850
Trend R-squared:	83.69%
Trend Annual Historic Growth Rate:	-8.67%
Trend Growth Rate (2018 to Design Year):	-10.46%
Printed:	25-Sep-18
Straight Line Growth Option	

\*Axle-Adjusted

## Traffic Trends - V03.a NW S RIVER DR -- NW S RIVER DR, 200' S OF SPUR/NW 77 CT

FIN#	0
Location	1

County:	Miami-Dade (87)
Station #:	8643
Highway:	NW S RIVER DR



	Traffic (AD	T/AADT)					
Year	Count*	Trend**					
2016	9600	9800					
2017	9400	8900					
2018	7900	8100					
	9 Opening Yea	r Trend					
2019	N/A	7400					
		rend					
2029	N/A	2800					
2039	39 Design Year N/A	1000					
	PLAN Forecas						
IRAN	PLAIN FOIECAS	ts/Trends					

Trend R-squared: 83.00%
Compounded Annual Historic Growth Rate: -9.09%
Compounded Growth Rate (2018 to Design Year): -9.48%
Printed: 25-Sep-18

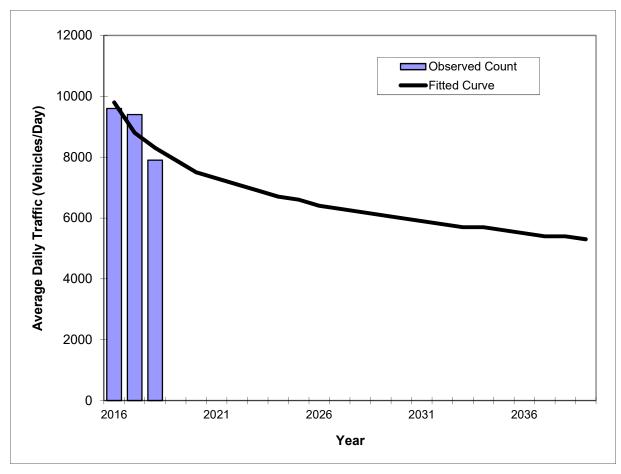
Exponential Growth Option

\*Axle-Adjusted

## Traffic Trends - V03.a NW S RIVER DR -- NW S RIVER DR, 200' S OF SPUR/NW 77 CT

FIN#	0
Location	1

County:	Miami-Dade (87)
Station #:	8643
Highway:	NW S RIVER DR



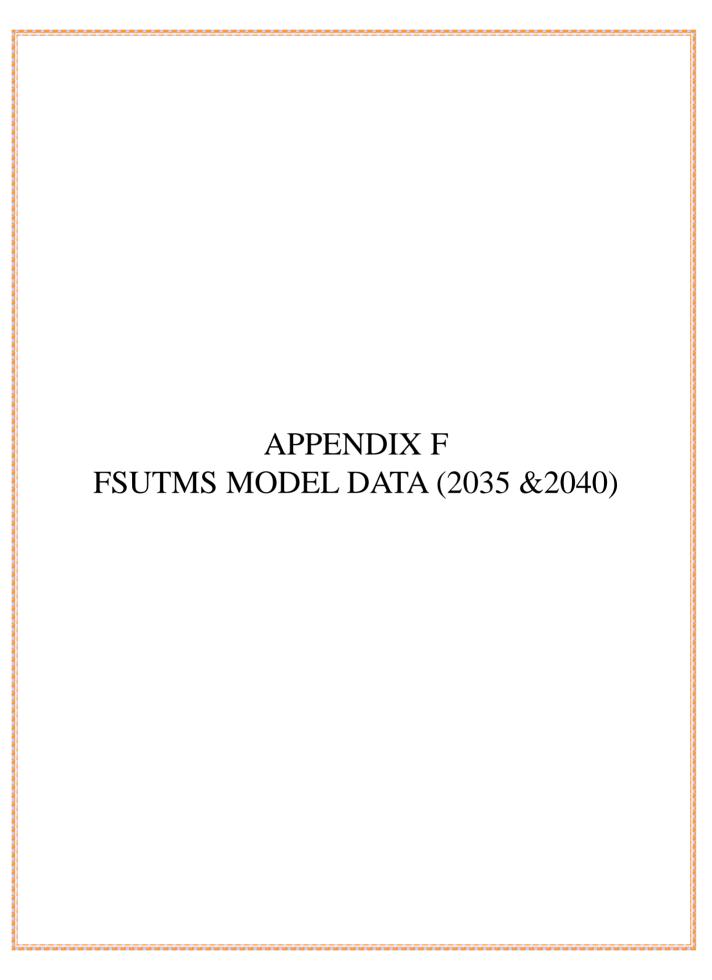
Vaar	Count*	Trend**
Year	Count*	
2016	9600	9800
2017	9400	8800
2018	7900	8300
201	9 Opening Yea	r Trend
2019	N/A	7900
	029 Mid-Year T	
2029	N/A	6100
	39 Design Year	
2039	N/A	5300
	PLAN Forecas	
TIVAIN	LAN TOICCAS	to/Helius

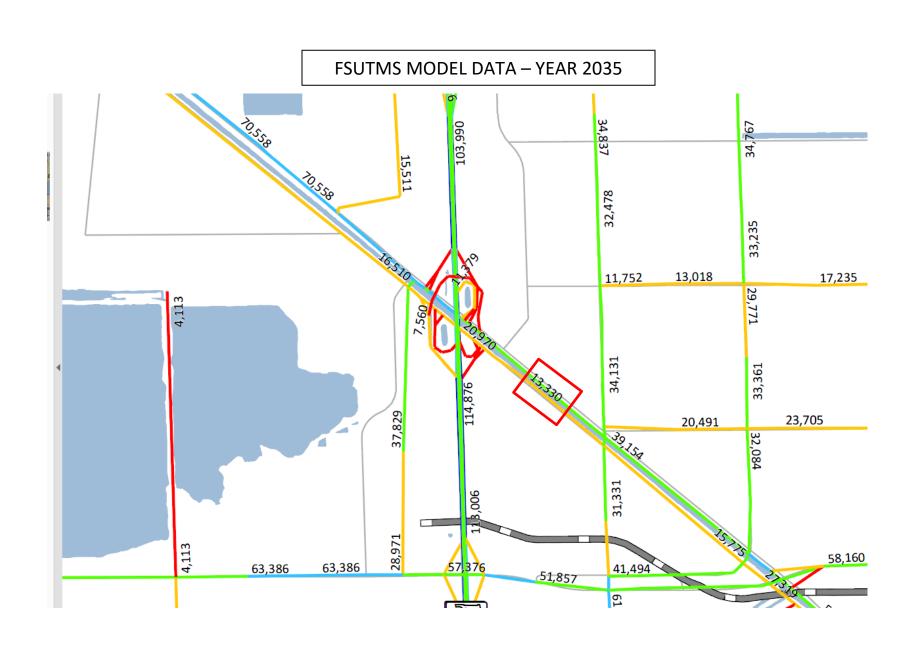
Traffic (ADT/AADT)

Trend R-squared: 71.26%
Compounded Annual Historic Growth Rate: -7.97%
Compounded Growth Rate (2018 to Design Year): -2.11%
Printed: 25-Sep-18

Decaying Exponential Growth Option

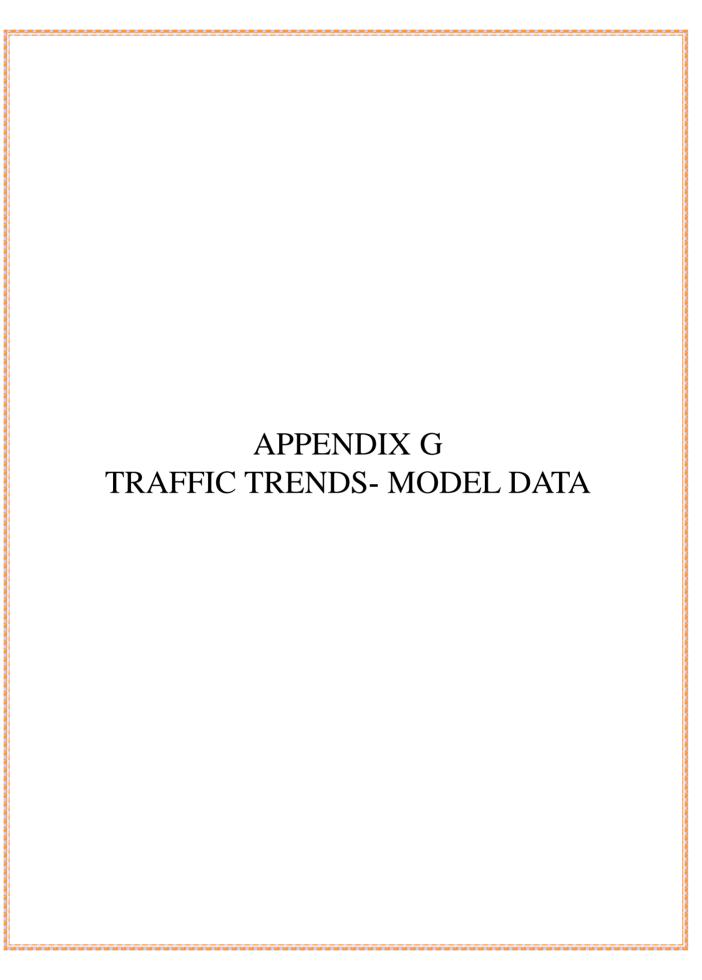
\*Axle-Adjusted





#### FSUTMS MODEL DATA – YEAR 2040

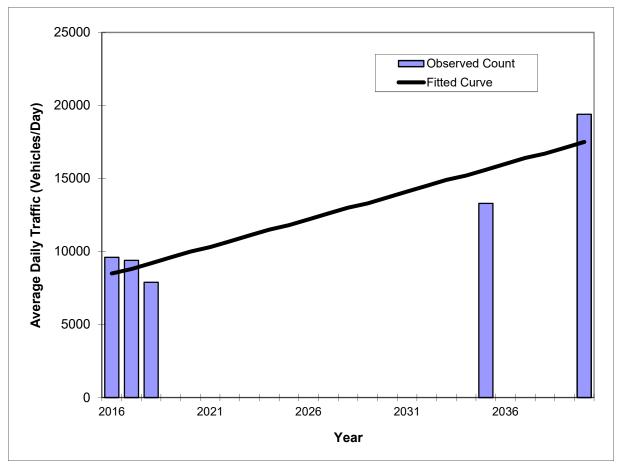




# Traffic Trends - V03.a NW S RIVER DR -- NW S RIVER DR from NB off/On Rampto NW 72 Ave

FIN#	0
Location	1

County:	Miami-Dade (87)
Station #:	8643
Highway:	NW S RIVER DR



** Annual Trend Increase:	376	
Trend R-squared:	85.63%	
Trend Annual Historic Growth Rate:	4.12%	
Trend Growth Rate (2018 to Design Year):	4.09%	
Printed:	25-Sep-18	
Straight Line Growth Option		

	INV 3 KIVEK D	IX.
Traffic (ADT/AADT)		
Year	Count*	Trend**
2016	9600	8500
2010	9400	8800
2017		
2016	7900	9200
	9 Opening Yea	r Trend
2019	N/A	9600
20	029 Mid-Year ገ	
2029	N/A	13300
203	39 Design Year	Trend
2039	N/A	17100
TRAN	PLAN Forecas	ts/Trends
2035	13330	15600
2040	19421	17500
	-	

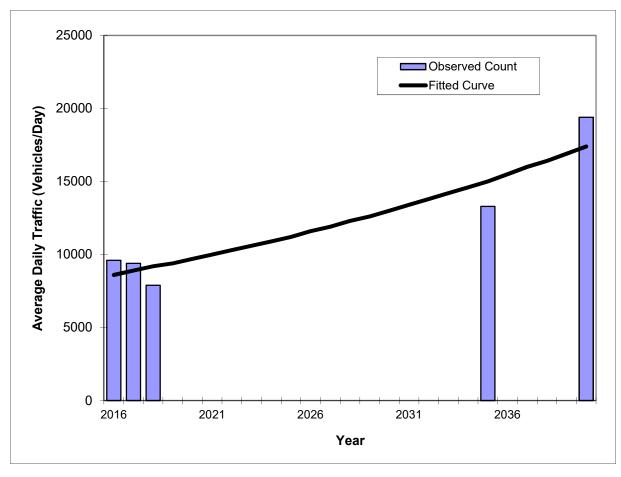
\*Axle-Adjusted

## Traffic Trends - V03.a NW S RIVER DR -- NW S RIVER DR from NB off/On Rampto NW 72 Ave

FIN#	0
Location	1

County:	Miami-Dade (87)
Station #:	8643
Highway:	NW S RIVER DR

Traffic (ADT/AADT)



Year	Count*	Trend**
2016	9600	8600
2017	9400	8900
2018	7900	9200
	9 Opening Yea	
2019	N/A	9400
	029 Mid-Year T	
2029	N/A	12600
	39 Design Year	
2039	N/A	16900
	PLAN Forecas	
2035	13330	15000
2040	19421	17400

Trend R-squared: 87.59%
Compounded Annual Historic Growth Rate: 3.43%
Compounded Growth Rate (2018 to Design Year): 2.94%
Printed: 25-Sep-18

Exponential Growth Option

\*Axle-Adjusted

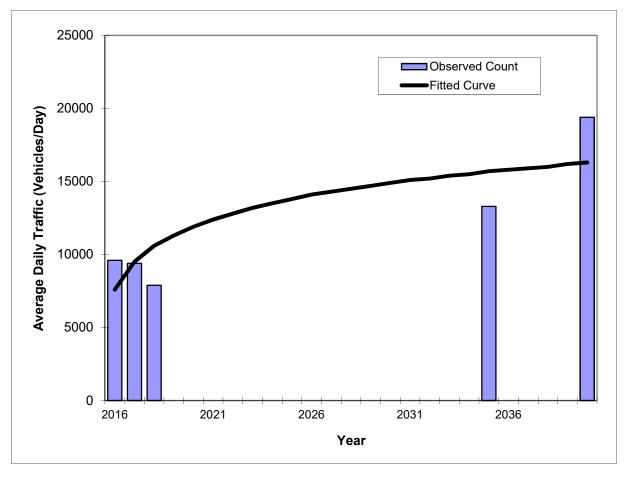
#### Traffic Trends - V03.a NW S RIVER DR -- NW S RIVER DR from NB off/On Rampto NW 72 Ave

FIN#	0
Location	1

County:	Miami-Dade (87)
Station #:	8643
Highway:	NW S RIVER DR

Traffic (ADT/AADT)

Count\* Trend\*\*

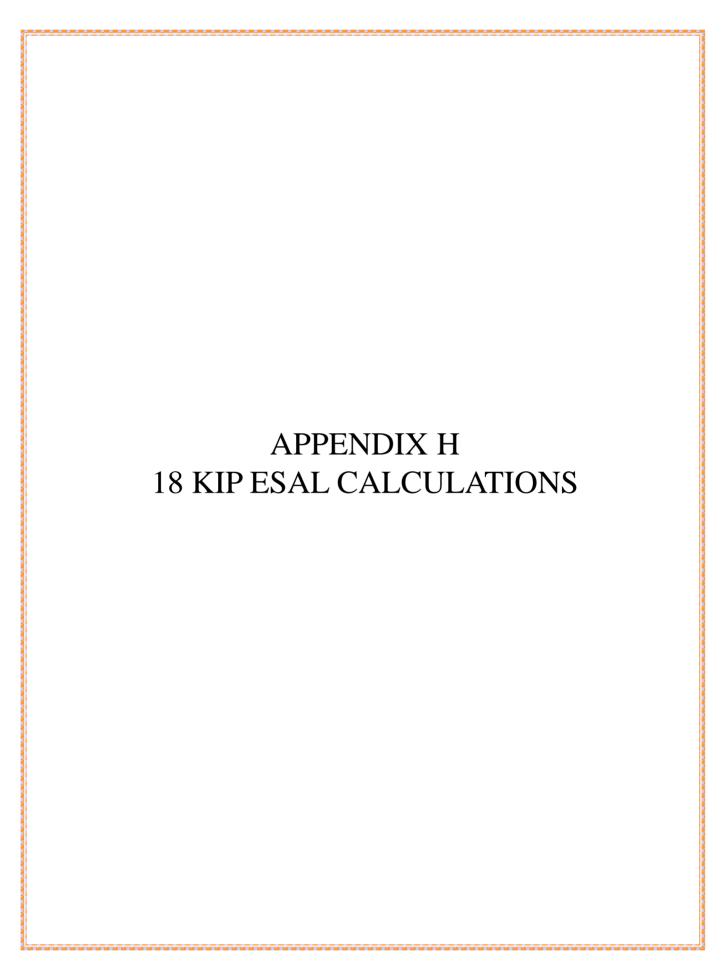


i Cai	Count	Hellu
2016	9600	7600
2017	9400	9500
2018	7900	10600
004		
	9 Opening Yea	
2019	N/A	11300
	029 Mid-Year T	
2029	N/A	14700
	39 Design Year	
2039	N/A	16200
	PLAN Forecas	ts/Trends
2035	13330	15700
2040	19421	16300

Trend R-squared: 69.11%
Compounded Annual Historic Growth Rate: 18.10%
Compounded Growth Rate (2018 to Design Year): 2.04%
Printed: 25-Sep-18

Decaying Exponential Growth Option

\*Axle-Adjusted



#### 18 kip EQUIVALENT SINGLE AXLE LOAD ANALYSIS - Historical

PROJECT TRAFFIC FOR PD&E and DESIGN ANALYSIS INFO / FACTORS

SECTION #: 87000234 SEGMENT #: MP 1.572 to MP 2.160

ITEM #: Sta 878643

PROJECT DESCRIPTION: Resurfacing-NW S River Dr From NB Off Ramp SR 826(1.572) to NW 72 Ave (2.160)

PROJECT DESCRIPTION. Resultacii	III I I I I I I I I I I I I I I I I I			7100 (2.100)
LOCATION DESCRIPTION:		<b>LOC.</b> K= 9.0, D=59.30, T=13.2	<b>ATION #:</b>	NW S River Dr
GROWTH RATE FORMULA				
A: Interpolation B: Enter Growth Rate	Chance A B C	C, or D here:	C	
C: Enter All AADTs	CHOUSE A, B, C		0	
	Lincon	Growth Rate	%	
D: New Facility		Manager and the second		
If "A" select an interpolation function	Compounded Growth Rate %  Decaying Growth Rate %			
If "B" enter rate as decimals (1%=1.01)	Decaying (	(select one)		,
If ""C", or "D" continue to next section		(SCICCI OIIC)		
DESIGN INFORMATION	A 4 D	D 1 D1 11	. 0-114	
	AADT	Daily Direction		E00/
Existing Year 201		,	or 100%)	50%
Opening Year 201		Lanes in One	-	1
Mid-Design Year 202			24 values	40.000/
Design Year 203		Existing to Ope		13.22%
Note: AADT values have been rounded to the nearest	100	Opening to		13.22%
		Mid-Year to De	esign-Year_	13.22%
1995 EQUIVALENCY FACTORS  u(1			Alleria pages services	
(selected with an X)	FLEXIBLE PA	11 -11-11	ID PAVEME	NT
	SN = 5/THIC	K SN:	= 12/THICK	
RURAL FREEWAY:	1.050		1.600	
URBAN FREEWAY:	0.900		1.270	
RURAL HIGHWAY:	0.960		1.350	
URBAN HIGHWAY:	0.890	X	1.220	
OTHER (Enter Factor and	:(X k			
(1) Equivalency Factors are based on Updated Pavement Damag	ge Factors Memorandum, dated	July 2, 1998.		
Lane Factors developed by Copes equalidation				
I have reviewed the 18 kip Enniver 1 Single Add Code Section with the FDOT Project Trans Procedure using histor	o be used for pavement designation and other availa	gn on this project. I hereby attestable information.	that these have bee	en developed in accordance
Prepared by: Ana Maria Calleja , P.E.	Serior Engineer	F.R. Aleman & As		9/28/2018
Name Juditall	★ Hitle	Org. Unit or Fi 67371	irm	Date
Signature STATE OF Barron P. Fye. F.	Project Manager	P.E. No. Kimley	-Horn & Asso	oc.
Reviewed by: Name Name Name	Title		nit or Firm	Date
Signature				

#### 18 kip EQUIVALENT SINGLE AXLE LOAD ANALYSIS - Historical

PROJECT TRAFFIC FOR PD&E and DESIGN ANALYSIS INFO / FACTORS

YEARS: 2018 to 2039

**SECTION #:** 87000234 **SEGMENT #:** MP 1.572 to MP 2.160 **ITEM #:** Sta 878643

FLEXIBLE PAVEMENT URBAN HIGHWAY 0.890

SN=5/THICK Resurfacing-NW S River Dr From NB Off Ramp SR 826(1.572) to NW 72 Ave (2.

		Ů.		(*)			
YEAR	AADT	ESAL (1000S)	ACCUM (1000s)	D	Т	LF	EF
2018	7800	168	0	0.5	13.22%	1.000	0.890
2019	8600	185	185	0.5	13.22%	1.000	0.890
2020	8700	187	372	0.5	13.22%	1.000	0.890
2021	8700	187	559	0.5	13.22%	1.000	0.890
2022	8800	189	748	0.5	13.22%	1.000	0.890
2023	8900	192	940	0.5	13.22%	1.000	0.890
2024	9000	194	1134	0.5	13.22%	1.000	0.890
2025	9000	194	1328	0.5	13.22%	1.000	0.890
2026	9100	196	1524	0.5	13.22%	1.000	0.890
2027	9200	198	1722	0.5	13.22%	1.000	0.890
2028	9200	198	1920	0.5	13.22%	1.000	0.890
2029	9300	200	2120	0.5	13.22%	1.000	0.890
2030	9500	204	2324	0.5	13.22%	1.000	0.890
2031	9700	209	2533	0.5	13.22%	1.000	0.890
2032	9800	211	2744	0.5	13.22%	1.000	0.890
2033	10000	215	2959	0.5	13.22%	1.000	0.890
2034	10200	220	3179	0.5	13.22%	1.000	0.890
2035	10400	224	3403	0.5	13.22%	1.000	0.890
2036	10500	226	3629	0.5	13.22%	1.000	0.890
2037	10700	230	3859	0.5	13.22%	1.000	0.890
2038	10900	235	4094	0.5	13.22%	1.000	0.890
2039	11100	239	4333	0.5	13.22%	1.000	0.890

Opening to Mid-Design	Year ESAL Accumulation (1000s):	1935
Opening to Mid-Design  NARIA CAMPOpening to Design	Year ESAL Accumulation (1000s):	4148
I have reviewed the 18 1 Equivalent Single Axie 10 ads ESAL's) to be used	d for pavement design on this project. I hereby at	test that these have been
developed in accordance with the FDOT Project hist No 67371	orical traffic data and other available information.	
Prepared by: Ana Maria Calleja , P.E. Senior Engineer	F.R. Aleman & Associates, Inc.	9/28/2018
Name: // *Title	Org. Unit or Firm	Date
= Guard wylgg	67371	
Signature STATE OF	P.E. No.	
Barton Serve Pres Present Manager	Kimley-Horn & Assoc.	
Reviewed by: Name 7, 55,	Org. Unit or Firm	Date
1, WAL LINE		
Signature		







