

LOW PROPOSAL REQUEST FOR PROPOSAL

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Pedestrian Bridge Construction at Coral Reef Park

RFP NO.:

1617-12-010

DUE DATE:

Monday, October 30th, 2017

ISSUED:

Thursday, October 12th, 2017

PROJECT INFORMATION:

DEP Agreement No: T1515

CONTACT PERSONS:

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Public Service Director
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PEDESTRIAN BRIDGE CONSTRUCTION AT CORAL REEF PARK

RFP #1617-12-010

The Village of Palmetto Bay, Florida is soliciting proposals from qualified contractors to provide the design and construction of a new pedestrian bridge for Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. **The Village will receive sealed bids no later than 3:00 p.m. on or before Monday the 30th day of October, 2017 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157.** All proposals received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, two (2) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Request for Proposal (RFP). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

A pre-bid meeting is scheduled for Thursday, October 19, 2017 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Thursday, October 12th, 2017. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and under "Business" scroll down and click Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, lpittser@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

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ATTACHMENTS

APPENDIX "A" - SAMPLE OF PLANS PREPARED FOR EXISTING BRIDGE

APPENDIX "B" - FHWA -1273 REQUIRED CONTRACT PROVISIONS

APPENDIX "C" - PROPOSAL BID FORM/COST ANALYSIS FORM

The attachments listed in the table of contents are by this reference hereby incorporated into and made a part of this RFP as though fully set forth herein.

SECTION 01 INSTRUCTIONS TO PROPOSERS

IT IS THE RESPONSIBILITY OF THE PROPOSER TO INSURE THAT THE PROPOSAL REACHES THE VILLAGE OF PALMETTO BAY OFFICE OF THE VILLAGE CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE REQUEST FOR PROPOSAL.

1.1 PURPOSE

1.1.1 The Village of Palmetto Bay (VILLAGE) intends to secure a source of services/supply (s) that will provide the best value to the VILLAGE. The VILLAGE reserves the right to award the Proposal considered the best to serve the VILLAGE's interests.

1.2 PROPOSAL PROCEDURE

1.2.1 PROPOSER's shall use the Proposal Form(s) furnished by the VILLAGE. Failure to do so may cause the Proposal to be rejected. Removal of any of the Proposal may invalidate the Proposal. PROPOSER shall deliver to the VILLAGE, as Proposal package:

1. This entire project manual, with all sections executed.
2. A copy of all issued addendum(s)
3. One Original and two (2) Copies plus a CD or Flash Drive with electronic file of the Proposal Form completely executed
4. Proposal Security, (Proposal Bond or cashier's check) attached to the front inside cover of the project manual
5. Certificates of Competencies
6. Certificate Of Insurance and or Letter of Insurability
7. Proposal Bid Form/Cost Analysis Form

The entire Proposal Package shall be placed in an opaque envelope and clearly marked with the PROPOSER's name and address.

1.2.2 Proposals having an erasure or corrections must be initialed by the PROPOSER in ink. Proposals shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.

1.2.3 Any questions concerning the Proposal Specifications or any required need for clarification must be made to the Village of Palmetto Procurement Specialist in writing, at least five (5) days prior to the date of the Proposal opening. Interpretations or clarifications considered necessary by the proposer in response to such questions will be issued by an addenda mailed or delivered to all parties listed on the official PROPOSER's list as having received the proposal documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a PROPOSER from submitting their Proposal on the required date and time as publicly noted.

1.2.4 PROPOSER warrants that the prices, terms, and conditions quoted in the Proposal will be firm for a period of 120 days from the date of the Proposal opening unless otherwise stated in the Proposal Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Proposal will be cause for rejection, as determined by the VILLAGE.

1.3 PROPOSAL SECURITY

1.3.1 Bonding Requirements: The PROPOSER, in submitting this Proposal, must include a 5% Proposal Bond for the amount of the base Proposal. Such bond may be in the form of a cashier's check or approved Proposal Bond in the amount of 5% of the total amount of the base Proposal. A company or personal check shall not be deemed a valid Proposal Security.

1.3.2 Retainage: The Village of Palmetto Bay shall retain ten percent (10%) retainage of the total amount of the project until: project completion, inspection has been conducted and signed off to the satisfaction of the Village and proper releases of lien have been signed.

1.4 AWARD OF CONTRACT

1.4.1 Award of Proposal: the VILLAGE reserves the right to accept or reject any and /or all Proposals or parts of the Proposal, to waive any informality, irregularities, or technicalities, to re-advertise for Proposals, or take any other actions that may be deemed to be in the best interests of the VILLAGE. The VILLAGE also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of Proposal shall be made by the Village Council. In addition, each Proposer agrees to waive any claim it has or may have against the VILLAGE, and its respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal and Award of Contract and Concurrence in award are based on:

(a) Federal-Aid contracts shall be awarded only on the basis of the lowest responsive Proposer. Proposer shall meet the criteria of responsibility as may have been established by the STD in accordance with statute 635.110. Award shall be within the time established by the STD and subject to the prior concurrence of the Division Administrator.

1.4.2 Evaluation of Proposals: the VILLAGE, at its sole discretion, reserves the right to inspect any / all PROPOSER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the PROPOSER, experience, staffing, equipment, materials, references, and past history of service to the VILLAGE and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.4.3 Hold Harmless: all PROPOSER's shall hold the VILLAGE, it's officials and employees harmless and covenant not to sue the VILLAGE, it's officials and employees in reference to their decisions to reject, award, or not award a Proposal, as applicable.

1.5 POST PROPOSAL INFORMATION

1.5.1 Protest Procedures: With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, ISQ or Proposal), including any provisions governing the methods for ranking Proposals, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the Proposer, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Proposal or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

The formal written protest shall be filed with 10 days after the date the notice of intent to protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceeding under chapter 120, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the ten (10) day periods provided by this paragraph.

Complete provisions of the above can be found in section 120.57(3), Florida Statutes.

- 1.5.2 Cancellation: failure on the part of the PROPOSER to comply with the conditions, specifications, requirements, and terms as determined by the VILLAGE, shall be just cause for cancellation of the Award.
- 1.5.3 Disputes: if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the VILLAGE department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.
- 1.5.4 Default Provision: in case of default by the PROPOSER or CONTRACTOR, the VILLAGE procures the articles or services from other sources and holds the PROPOSER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.
- 1.5.5 Indemnification: the CONTRACTOR shall indemnify, save harmless, and defend the VILLAGE, its' officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, their agents, servants or employees in the provision of goods or the performance of services pursuant to this RFP and / or from any procurement decision of the VILLAGE including without limitation, awarding the Contract to the CONTRACTOR.
- 1.5.6 Assignment: the CONTRACTOR shall not transfer or assign the performance required by this Proposal without prior written consent of the Village Manager. Any award issued pursuant to the Request for Proposal and monies which may be due hereunder are not assignable except with prior written approval of the Village Manager. Further, in the event that the majority ownership or control of the CONTRACTOR changes hands subsequent to the award of this contract, CONTRACTOR shall promptly notify VILLAGE in writing of such change in ownership or control at least thirty (30) days prior to such change and VILLAGE shall have the right to terminate the contract upon sixty (60) days written notice, at VILLAGE's sole discretion.
- 1.5.7 Secondary / Other Vendors: the VILLAGE reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

1.6 LIABILITY AND INSURANCE

- 1.6.1 Liability, Insurance, Licenses & Permits: where PROPOSER's are required to enter onto VILLAGE property to deliver materials or to perform work or services as a result of a Proposal award, the PROPOSER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The

PROPOSER shall be liable for any damages or loss to the VILLAGE occasioned by negligence of the PROPOSER (or their agent) or any person the PROPOSER has designated in the completion of their contract as a result of the Proposal. CONTRACTOR shall be required to furnish a certified copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County Code, or Village of Palmetto Bay Code. CONTRACTORS shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the VILLAGE along with the Proposal response. Failure to furnish these documents or to have required licensor will be grounds for rejecting the Proposal and forfeiture of the Proposal Bond.

- 1.6.2 PROPOSER shall furnish to the Procurement Specialist, Village of Palmetto Bay, 9705 E Hibiscus Street., Palmetto Bay, Florida 33157, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the VILLAGE , for those coverage types and amounts equal to 100% of the requirements and shall be presented to the VILLAGE prior to issuance of any Contract(s) or Award(s) Document(s). The Village of Palmetto Bay shall be named as "additional insured" with respect to this coverage.
- 1.6.3 At the time of Proposal submission the PROPOSER must submit certificates of insurance, or evidence of insurability in the form of a letter from PROPOSER's insurance carriers demonstrating the ability to obtain coverage outlined in Article 5 of the General Conditions. All required insurances shall name the Village of Palmetto Bay as additional insured.
- 1.6.4 All insurance shall be issued by companies rated A: 7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the PROPOSER and insurer to notify the finance support services director of the VILLAGE of cancellation, lapse, or material modification of any insurance policies insuring the PROPOSER, which relate to the activities of such vendor and the Village of Palmetto Bay. Such notification shall be in writing, and shall be submitted to the Village Finance Director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.
- 1.6.5 Failure to fully and satisfactorily comply with the VILLAGE's insurance and bonding requirements set forth herein will authorize the Village Manager to implement a rescission of the Proposal award without further Village Council action. The PROPOSER hereby holds the VILLAGE harmless and agrees to indemnify VILLAGE and covenants not to sue the VILLAGE by virtue of such rescission.

1.6.6 The PROPOSER shall secure and maintain throughout the duration of this agreement and any project agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Village against hazards or risks of loss as specified below. The insurance coverage shall include a minimum of:

A. Professional Liability Insurance in the amount of \$1,000,000.00 with deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROPOSER shall become legally obligated to pay as damages for claims arising out of the services performed by the PROPOSER or any person employed by him/her in connection with this agreement. This insurance shall be maintained for three (3) years after completion of the construction and acceptance of any project covered by this agreement. However, the PROPOSER may purchase Specific Project Professional Liability Insurance which is also acceptable.

B. Comprehensive general liability insurance with broad form endorsement, including automotive liability, completed operations and products liability, contractual liability, severability of interest with cross liability and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded in a form not more restrictive than the latest edition of the Commercial General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of \$500,000 per accident.

1.6.7 The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment to the Village.

- 1.6.8 The PROPOSER shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the PROPOSER has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village.
- 1.6.9 The Village is to be specifically included as an additional insured for the liability of the Village resulting from operations performed by or on behalf of PROPOSER in performance of this or any project agreement. PROPOSER's insurance, including that applicable to the Village as an additional insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to PROPOSER's insurance. PROPOSER's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies has been issued to each.
- 1.6.10 Prior to the execution of this agreement, PROPOSER shall provide the Village Manager with evidence of insurability from the PROPOSER's insurance carrier or a certificate of insurance. Prior to execution of any project agreement, the PROPOSER shall provide to the Village Manager, certificates of insurance evidencing the required insurance coverage. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by the and any project agreement. The Village reserves the right to require the PROPOSER to provide a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the Village Manager.
- 1.6.11 Compliance with the foregoing requirements shall not relieve the PROPOSER of its liability and obligations under any awarded agreement.
- 1.6.12 All deductibles or self-insured retentions must be declared to and be approved by the Village manager. The PROPOSER shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The Village manager may require the PROPOSER, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the PROPOSERS' deductible for professional liability insurance.

1.7 CONTRACT BONDS

- 1.7.1 Proposal Guaranty: The successful PROPOSER shall execute the Contract (Agreement) and provide the required Certificates of Insurance within ten (10) calendar days of notification of the award by the VILLAGE.

The PROPOSER who has the Contract awarded to them and who fails to execute the Contract and furnish the Insurance Certificates within the specified time shall forfeit the Proposal Security that accompanied their Proposal, and the Proposal Security shall be retained as liquidated damages by the VILLAGE, and it is agreed that this sum is a fair estimate of the amount of damages the VILLAGE will sustain in case the PROPOSER fails to enter into the Contract as herein before provided. Proposal Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Proposal Bond.

1.8 MATERIAL USE, PRICING, AND DELIVERY

- 1.8.1 Material: material(s) delivered to the VILLAGE under this proposal shall remain the property of the seller until accepted to the satisfaction of the VILLAGE. In the event materials supplied to VILLAGE are found to be defective or do not conform to specifications, the VILLAGE reserves the right to return the product (s) to the seller at the sellers' expense.
- 1.8.2 Brand Names: if a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The VILLAGE shall be the sole judge concerning the merits of items Proposal as equals.
- 1.8.3 Samples: samples of items, when required, must be furnished by the PROPOSER free of charge to the VILLAGE. Each individual sample must be labeled with the PROPOSER's name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Proposal opening unless schedule indicates a different time. If samples are requested subsequent to the Proposal opening, they should be delivered within ten (10) calendar days of the request. The VILLAGE will not be responsible for returning samples.
- 1.8.4 Warranty / Guaranty: successful PROPOSER shall act as agent for the VILLAGE in the follow-up and compliance of all items under Warranty / Guarantee and complete all forms for Warranty / Guarantee coverage under this Contract. PROPOSER warrants by signature on the Proposal Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

- 1.8.5 Governmental Restrictions: in the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful PROPOSER to notify the VILLAGE at once, indicating in their letter the specific regulation which required an alteration. The VILLAGE reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the VILLAGE.
- 1.8.6 Copyrights and / or Patent Rights: PROPOSER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Proposal. The seller agrees to indemnify VILLAGE from any and all liability, loss, or expense occasioned by any such violation.
- 1.8.7 Safety Standards: the PROPOSER warrants that the product(s) supplied to the VILLAGE conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Proposals must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.
- 1.8.8 Pricing: prices should be stated in the Proposal Bid Form. In case of a discrepancy, the VILLAGE reserves the right to make the final determination at the lowest net cost to the VILLAGE.
- 1.8.9 Taxes: PROPOSER shall include all applicable taxes in Proposal.
- 1.8.10 Delivery: all items shall be delivered freight on board (f.o.b.) destination (i.e. at a specific Village of Palmetto Bay address), and delivery costs and charges (if any) shall be included in the Proposal Price. Exceptions shall be noted. When practical, the VILLAGE may make pick-ups at the vendors' place of business.
- 1.8.11 Mistake: if there is a discrepancy in the Proposal Bid Form and parts that make up the lump sum, the part(s) will prevail and the extensions adjusted to coincide. PROPOSER's are responsible for checking their calculations. Failure to do so will be at the PROPOSER's risk, and errors will not release the PROPOSER from their responsibility as noted herein.
- 1.8.12 Payments: payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

1.8.13 Non-conformance to Contract: the VILLAGE may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the VILLAGE shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

1.9 CONE OF SILENCE PROVISIONS

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

1.10 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

1.10.1 Pursuant to Village Code, vendors of the VILLAGE are prohibited from in any way providing campaign contributions to Village Council candidates.

1.10.2 Village Code. Prohibited campaign contributions by vendors.

(1) General, prohibition, disqualification, definitions.

a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Council. Commencing on the effective date of this article, all proposed VILLAGE contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), or solicitations of Proposals issued by the VILLAGE, shall incorporate notice of this section so as to notify potential vendors of the proscription embodied herein.

b. No candidate or campaign committee of a candidate for the Offices of Mayor or Council, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of the official vendor list which is posted on the Village of Palmetto Bay website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor was not listed as a vendor in the Village website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the VILLAGE.

c. Each PROPOSER is placed on notice of the four (4) year prohibition contained in the Village's Charter on lobbying after providing campaign contribution to successful Village Elected official. Village Charter, Section 7.6.

(2) Each prohibited act of giving, soliciting for, delivering or providing a campaign contribution or depositing a campaign contribution in violation of this section shall constitute a separate violation. All contributions deposited into a candidate's campaign account in violation of this section shall be forfeited to the VILLAGE's general revenue fund.

(3) a. A person or entity, other than a then existing vendor, who directly or indirectly makes a campaign contribution to a candidate who is elected to the office of Mayor or Council shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the VILLAGE. A then existing vendor who directly or indirectly makes a contribution to a candidate who is elected to the Office of Mayor or Council, shall be disqualified from serving as a vendor with the VILLAGE for a period of 12 months from a final finding of a violation of this section, or from the time of action on a waiver request by the Village Council pursuant to subsection (b) below, in the event that a waiver is sought by the vendor. In the event that such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the VILLAGE as to any other goods, equipment or services to be provided by the vendor to the VILLAGE, beyond the vendor goods, equipment or services which are the subject matter of any waiver which is granted. In the event such waiver request is denied for a particular transaction the 12-month disqualification period shall continue to apply to both the particular transaction for which the waiver was sought, as well as all other vendor activities for the provision

of goods, equipment or services to the VILLAGE during that 12-month period.

b. For purposes of this section, the term "disqualified" shall be defined to include:

1. Termination of a contributor/vendor's existing contracts with the VILLAGE, subject to the applicable waiver provisions of subsection (b) herein; and
2. Disqualification of a contributor's response to solicitation requests for prospective vendor contracts with the VILLAGE, subject to the applicable waiver of subsection (b) herein.

(4) As used in this section:

a. *Vendor.*

1. A "vendor" is a person and/or entity who has been selected by the VILLAGE as the successful Proposer on a present or pending Proposal to provide to the VILLAGE goods, equipment or services, or has been approved by the VILLAGE of a present or pending award to provide to the VILLAGE goods, equipment or services, prior to, upon or following execution of a contract, or purchase order.

2. "Vendor" shall include natural persons and/or entities that hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm. The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.

3. "Vendor" shall not include Village officers or employees.

4. For purposes of this section, "vendor" status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.

b. *Services.* For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive Proposal or otherwise, of labor, professional and/or consulting services to the VILLAGE, including, but not limited to, the provision of lobbying services to the VILLAGE.

c. *Campaign contributions.* The term "campaign contribution" shall have the meaning which is ascribed to the term "contributions" pursuant to F.S. § 106.011, as amended.

(b) *Waiver of prohibition.*

(1) *Criteria for waiver.* The requirements of this section may be waived by the affirmative vote of five members of the Village Council for a particular transaction after a public hearing, upon finding that:

a. The goods, equipment or services to be involved in the proposed transaction are unique and the VILLAGE cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or

b. The business entity involved in the proposed transaction is the sole source of supply as determined by the Village Manager in accordance with procedures established by the Village Manager; or

c. An emergency contract must be made in order to protect the health, safety or welfare of the citizens of the VILLAGE; or

d. A contract for the provision of goods, equipment or services exists which, if terminated by the VILLAGE would be substantially adverse to the best economic interests of the VILLAGE.

(2) *Limited waiver.* Notwithstanding the denial of the Village Council of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the Village Council, may by the affirmative vote of five members of the Village Council after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the VILLAGE upon finding that in order to protect the health, safety and welfare of the citizens of the VILLAGE, it is necessary that the affected contract be continued for a limited duration (not to exceed a period of six months) in order for the VILLAGE to obtain a replacement vendor.

(3) *Full disclosure.* Any grant of a waiver or limited waiver by the Village Council must first be supported with a full disclosure of the subject campaign contribution.

(c) *Implementation.* The Village Manager is authorized to adopt additional procurement procedures for goods, equipment or services to implement this section. These procedures shall provide for the assembly, maintenance and posting of an official VILLAGE vendor list as referenced above.

(d) *Penalty.* The Ethics Commission created pursuant to Miami-Dade County Ordinance 97-105, shall have primary jurisdiction for enforcement of this section. A finding by the Ethics Commission that a person violated this section, shall subject such person to an admonition or public reprimand and/or a fine of \$250.00 for the first violation, and \$500.00 for each subsequent violation.

(e) *Applicability.* This section shall be applied only prospectively to campaign contributions which are made after the date of this section.

END OF SECTION

SECTION 2 GENERAL CONDITIONS

2.1 ARTICLE I - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the VILLAGE of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the VILLAGE and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Proposal Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Application for Payment: The form furnished by the VILLAGE which is to be used by the CONTRACTOR in requesting progress payments.

Approved: Means approved by the VILLAGE.

Proposal: The offer or proposal of the PROPOSER submitted on the prescribed form setting forth the prices for the Work to be performed on the Proposal Bid Form/Cost Analysis Sheet

Proposer: Any person, firm or corporation submitting a Proposal for Work.

Bonds: Proposal bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the CONTRACTOR signed by the VILLAGE authorizing an addition, deletion or revision in the Work Order, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contractor's Engineer of Record: A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75.

Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer: A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

Contract Documents: Contract Documents shall include Instructions to PROPOSERS, CONTRACTOR'S Proposal, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Proposal, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the Village of Palmetto Bay.

Contract Price: The total monies payable to the CONTRACTOR under the Contract Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the Village's Governing body.

CONTRACTOR: The person, firm or corporation with whom the VILLAGE has executed the Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

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

Field Order: A written order issued by the VILLAGE which clarifies or interprets the Contract Documents with minor changes in the Work.

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the VILLAGE or (d) a written order for minor change or alteration in the Work issued by the VILLAGE. A modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by VILLAGE to the apparent successful PROPOSER stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, VILLAGE will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by VILLAGE to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform their obligations under the Contract Documents.

Project: The entire Project to be performed as provided in the Contract Documents.

Project Inspector: An authorized representative of the VILLAGE assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the VILLAGE as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Printout: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material or some portion of the work and as required by the Contract Documents.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the scope of work.

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date as certified by the VILLAGE when the construction of the Project or a certified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptable performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the scope of work assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the VILLAGE under this Contract shall be delivered to the VILLAGE.

2.2 ARTICLE 2 - PRELIMINARY MATTERS

2.2.1 Award:

The VILLAGE reserves the right to reject any and all Proposals at its sole discretion. Proposals shall be awarded by the VILLAGE to the PROPOSER that provides the best value; after the VILLAGE performs all necessary searches, inquiries, exploration, and analysis of the Proposals. No Notice of Award will be given until the VILLAGE has concluded any investigation(s) as they deem necessary to establish the PROPOSER'S capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the VILLAGE's established standards, as well as the financial capability of the PROPOSER to perform the Work in accordance with the Contract Documents to the satisfaction of the VILLAGE within the time prescribed. The VILLAGE reserves the right to reject the Proposal of any PROPOSER on

the basis of these queries and investigations and who does not meet the VILLAGE's satisfaction, even though the firm may possibly be the apparent best value. In analyzing Proposals, the VILLAGE will also take into consideration client references, past work experience and work product, proven ability to satisfactorily design and build the Pedestrian Bridge to VILLAGE standards. If the Contract is awarded, the VILLAGE will issue the Notice of Award and give the successful PROPOSER a Contract for execution within ninety (90) days after opening of Proposals. The VILLAGE specifically reserves the right to award the contract to a Proposer who is not necessarily the lowest Proposer on the basis of the results of these queries and investigation(s).

2.2.2 Execution of Agreement:

At least three counterparts of the Agreement, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by CONTRACTOR to the VILLAGE within ten (10) calendar days of receipt of the Notice of Award.

2.2.3 Forfeiture of Proposal Security/Performance and Payment Bond:

Within ten (10) calendar days of being notified of the Award, CONTRACTOR shall furnish Insurance Certificates containing all the provisions of insurance stipulated in this document. Failure of the successful PROPOSER to execute and deliver the Agreement and deliver the required Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the VILLAGE to annul the Notice of Award and declare the Proposal and any security therefore forfeited.

2.2.4 Contractor's Pre-Start Representation:

CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, scope of Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents.

2.2.5 Commencement of Contract Time:

The Contract Time will commence to run on the date the Agreement is executed and continue to run consecutively upon completion date under mutual agreement of the Village and the contractor/proposer.

2.2.6 Starting the Project:

CONTRACTOR shall start to perform their obligations under the Contract Documents on the date stipulated in the Notice to Proceed (NTP). No Work shall be done at the site prior to the date on which the NTP commences to run, except with the written consent of the VILLAGE. No work will be done on Saturdays or Sundays without written consent of the VILLAGE or after 7 PM unless prior approval is given by the VILLAGE in writing.

2.2.7 Before Starting Contract:

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field **measurements which shall be approximate**. Any modifications to the proposed work, once construction has begun, will be at no cost to the VILLAGE.

2.2.8 Schedule of Completion

2.2.8.1 Within five (5) business days after delivery of the Notice to Proceed, the CONTRACTOR will submit to the VILLAGE, a Schedule defining hours and/or days required to complete each section of work.

2.2.8.2 Within five (5) business days after delivery of the executed Agreement by VILLAGE to CONTRACTOR, but before starting the Work, a conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the VILLAGE representative and the CONTRACTOR.

2.2.9 Liquidated damages

2.2.9.1 Upon failure of CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) CONTRACTOR shall pay to the VILLAGE the sum equal to 10% of the original Proposal award amount for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, 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 VILLAGE 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 Contact 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 VILLAGE 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, the CONTRACTOR shall pay in full such liquidated damages.

Applicable liquidated damages are the amounts established in the following schedule:

| Original Contract Amount | Daily Charge Per Calendar Day |
|---|--|
| \$50,000 and under | \$763 |
| Over \$50,000 but less than \$250,000..... | \$958 |
| \$250,000 but less than \$500,000 | \$1,099 |
| \$500,000 but less than \$2,500,000 | \$1,584 |
| \$2,500,000 but less than \$5,000,000 | \$2,811 |
| \$5,000,000 but less than \$10,000,000 | \$3,645 |
| \$10,000,000 but less than \$15,000,000 | \$4,217 |
| \$15,000,000 but less than \$20,000,000 | \$4,698 |
| \$20,000,000 and over | \$6,323 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar) |

2.3 ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

2.3.1 It is the intent of the Design and Construction Criteria to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the VILLAGE and the CONTRACTOR. They may be altered only by a Modification.

2.3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, they shall call it to the VILLAGE's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to VILLAGE or CONSULTANT for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Agreement Modifications, Addenda, Special Conditions, and Instructions to PROPOSER, General Conditions, Design and Construction Specifications & Criteria. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

2.3.3 The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

2.3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the VILLAGE before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications

2.3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

2.4 ARTICLE 4 - AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS

2.4.1 Availability of Lands:

The VILLAGE will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the VILLAGE unless otherwise specified in the Contract Documents.

2.5 ARTICLE 5 - INSURANCE

2.5.1 Contractor's Liability Insurance:

2.5.1.1 CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by VILLAGE (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth:

2.5.1.1 Worker's Compensation insurance at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability at the statutory coverage amount. The CONTRACTOR shall further insure that all of its Subcontractors maintain appropriate levels of worker's compensation Insurance

2.5.1.2 Comprehensive General Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence; combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability

policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- 2.5.1.2.1 Premises and Operation
- 2.5.1.2.2 Independent Contractors
- 2.5.1.2.3 Products and/or Completed Operations Hazard.
- 2.5.1.2.4 Explosion, Collapse and Underground Hazard Coverage.
- 2.5.1.2.5 Broad Form Property Damaged.
- 2.5.1.2.6 Broad Form Contractual Coverage applicable to this Specific Contract, including any hold harmless and/or indemnification agreement.
- 2.5.1.2.7 Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

2.5.1.3 Business Automobile Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence; combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- 2.5.1.3.1 Owned Vehicles.
- 2.5.1.3.2 Hired and Non-Owned Vehicles.
- 2.5.1.3.3 Employers' Non-Ownership.

2.5.2 Before starting the Work, the CONTRACTOR will file with the VILLAGE certificates of such insurance, acceptable to the VILLAGE; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the VILLAGE by certified mail. The VILLAGE shall be named as an additional insured on the above-referenced policies.

2.5.3 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the VILLAGE.

2.5.4 Cancellation And Re-Insurance: If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

2.5.5 All deductibles must be declared by the CONTRACTOR and must be approved by the VILLAGE. At the option of the VILLAGE, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the VILLAGE, covering the same.

2.6 ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Concerning Subcontractors:

2.6.1 The CONTRACTOR shall perform with its own employees/workforce contract work amounting to not less than 30 percent of the original contract price. The Contractor will not employ any Subcontractor, against whom the VILLAGE may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the VILLAGE, unless the VILLAGE determines that there is good cause for doing so.

2.6.2 The CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between VILLAGE and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of VILLAGE to pay or to see to payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. VILLAGE may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Work done in accordance with the schedule values.

2.6.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work performed by any specific trade.

2.6.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the VILLAGE.

2.6.5 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

2.6.6 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material and men engaged upon their Work.

2.6.6.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the VILLAGE may exercise over the CONTRACTOR under any provisions of the Contract Documents.

2.6.6.2 The VILLAGE will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

2.6.6.3 If in the opinion of the VILLAGE, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR if and when directed by the VILLAGE in writing.

Laws and Regulations:

2.6.7 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the VILLAGE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the VILLAGE, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

2.6.8 Cost of all applicable sales consumers, use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety And Protection:

2.6.9 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES 2006** or latest addition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

2.6.9.1 All employees and other persons, whom may be affected thereby,

2.6.9.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

2.6.9.3 Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.6.10 The **CONTRACTOR will designate a responsible member** of their organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the VILLAGE.

Emergencies:

2.6.11 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the VILLAGE, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the VILLAGE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefore.

2.6.12 The CONTRACTOR will also submit to the VILLAGE for review, with such promptness as to cause no delay in Work, all samples and photographs required by the Contract Documents.

All samples and photographs will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

2.6.13 At the time of each submission, the CONTRACTOR will in writing call the VILLAGE's attention to any deviations that the Photographs or sample may have from the requirements of the Contract Documents.

2.6.14 The VILLAGE will review with responsible promptness Photographs and Samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The CONTRACTOR will make any corrections required by the VILLAGE and will return the required number of corrected copies of Photographs and resubmit new samples until the review is satisfactory to the VILLAGE.

2.6.15 No Work requiring a Photograph or sample submission shall be commenced until the submission has been reviewed by the VILLAGE. A copy of each Photograph and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the VILLAGE.

2.6.16 The VILLAGE's review of Photographs or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the VILLAGE's attention to each deviation at the time of submission and the VILLAGE has given written approval to the specific deviation, nor shall any review by the VILLAGE relieve the CONTRACTOR from responsibility for supplying the plant material as specified

Public Convenience and Safety:

2.6.17 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. The MOT shall be designed as outlined in the latest addition of **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies and the VILLAGE before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Indemnification:

2.6.18 In consideration the CONTRACTOR shall indemnify and save harmless the VILLAGE, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project, or by or in consequence of any negligence (excluding negligence of VILLAGE, in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify and hold harmless the VILLAGE and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section 2.18 the parties agree that CONTRACTOR shall indemnify and hold harmless VILLAGE, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

2.6.19 In the event that any action or proceeding is brought against VILLAGE by reason of any such claim or demand, CONTRACTOR, upon written notice from VILLAGE shall defend such action or proceeding by counsel satisfactory to VILLAGE. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at VILLAGE's option, any and all claims of liability and all suits and actions of every name and description that may be brought against VILLAGE, excluding only those which allege that the injuries arose out of the sole negligence of VILLAGE, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

2.6.20 The obligations of the CONTRACTOR shall not extend to the liability of the VILLAGE, their agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the VILLAGE, their agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

2.7 ARTICLE 7 - VILLAGE'S RESPONSIBILITIES

2.7.1 The VILLAGE will issue all communications to the CONTRACTOR.

2.7.2 In cases of termination of employment of the CONTRACTOR, the VILLAGE will appoint a CONTRACTOR, whose status under the Contract Documents shall be that of the former CONTRACTOR.

2.7.3 The VILLAGE will furnish the data required of them under the Contract Documents promptly.

2.7.4 The VILLAGE's duties in respect to providing lands and easements are set forth in Paragraphs 2.4.1.

2.8 ARTICLE 8 - CONSULTANTS' STATUS DURING CONSTRUCTION

Measurement of Quantities:

2.8.1 All Work completed under the Contract will be measured by the VILLAGE according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

2.8.2 The VILLAGE will have authority to disapprove or reject Work which is “defective” (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance) at CONTRACTOR’s expense.

Shop Drawings, Change Orders and Payments:

2.8.3 In connection with the VILLAGE’s responsibility as to Shop Drawings and samples, see paragraphs 2.6.12 through 2.6.16, inclusive.

2.8.4 In connection with the VILLAGE’s responsibility for Change Orders, see Articles 2.9 and 2.10.

2.8.5 In connection with the VILLAGE’s responsibilities in respect of Application of Payment, etc., see Article 2.11.

Decisions on Disagreements:

2.8.6 The Village will be the initial interpreter of the Construction Drawings and Technical Specifications.

Limitations on Consultant’s Responsibilities:

2.8.7 The VILLAGE will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto.

2.8.8 The VILLAGE will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

2.9 ARTICLE 9 - CHANGES IN THE WORK

2.9.1 Without invalidating the Agreement, the VILLAGE may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made. A Change Order signed by the CONTRACTOR indicates their agreement therewith.

2.9.2 The VILLAGE may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the VILLAGE entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 2.11 and 2.12.

2.9.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle them to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 2.6.11 and except as provided in paragraph 2.10.2.

2.9.4 The VILLAGE will execute appropriate Change Orders prepared by the VILLAGE covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 2.6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the VILLAGE.

2.9.5 It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the VILLAGE.

2.10 ARTICLE 10 - CHANGE OF CONTRACT PRICE

2.10.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at their expense without changing the Contract Price.

2.10.2 (a) The VILLAGE may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the Work.

Or

(3) Directing acceleration in the performance of the Work.

(b) Except as herein provided, no order, statement, or conduct of the VILLAGE shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.

- (c) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- (d) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the VILLAGE a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.
- (e) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

2.10.3 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:

- 2.10.3.1 By negotiated lump sum.
- 2.10.3.2 On the basis of the cost of the Work, determined as provided in Sections 10.4 and 10.5, plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit.

2.10.4 The term cost of the Work means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by VILLAGE, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Paragraph 10.5.

- 2.10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by VILLAGE 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 be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, 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 Sunday or legal holidays shall be included in the above only if authorized by VILLAGE.

- 2.10.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless VILLAGE deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the VILLAGE. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to VILLAGE, and CONTRACTOR shall make provisions so that they may be obtained.
- 2.10.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by VILLAGE, CONTRACTOR shall obtain competitive Proposals from Subcontractors acceptable to him and shall deliver such Proposals to VILLAGE who will then determine which Proposals will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee.
- 2.10.4.4 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by VILLAGE with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 2.10.4.5 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
- 2.10.4.6 Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
- 2.10.4.7 The cost of utilities, fuel and sanitary facilities at the site.
- 2.10.4.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 2.10.4.9 Cost of premiums for additional Bonds and Insurance required solely because of changes in the Work, not to exceed two percent (2%) of the increase in the Cost of the Work.
- 2.10.5 The term Cost of the Work shall not include any of the following:

- 2.10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule, all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.
- 2.10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.
- 2.10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 2.10.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same.
- 2.10.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, 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.
- 2.10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included.
- 2.10.6 The CONTRACTOR'S fee which shall be allowed to CONTRACTOR for
 - 2.10.6.1 In the event of an oversight or omission by the CONTRACTOR no compensation for overhead or profit will be provided; otherwise.
 - 2.10.6.2 A mutually acceptable firm fixed price; or if none can be agreed upon.
 - 2.10.6.3 A ten percent fixed fee based on the estimate of the various portions of the Cost of the Work.

2.10.7 The amount of credit to be allowed by CONTRACTOR to VILLAGE for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

2.10.8 Whenever cost of any Work is to be determined pursuant to paragraphs 12.4 and 12.5, CONTRACTOR will submit in form prescribed by VILLAGE a lump sum amount to include design and construction based on the same construction pattern utilized with the existing bridge and plans provided.

2.11 ARTICLE 11 - PAYMENTS AND COMPLETION

Payments to Contractor

2.11.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the VILLAGE a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the VILLAGE may reasonably require.

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the VILLAGE, as will establish the VILLAGE's title to the material and equipment and protect their interest therein, including applicable insurance. The VILLAGE will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the VILLAGE, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The VILLAGE, will within thirty (30) days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The VILLAGE may retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the VILLAGE.

2.11.2 The VILLAGE shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the VILLAGE may require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

Contractor's Warranty of Title

2.11.3 The 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 have passed to the VILLAGE prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Acceptance of Final Payment as Release

2.11.4 The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the VILLAGE and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the VILLAGE and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR of their sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

2.12 ARTICLE 12 - SUSPENSION OF WORK AND TERMINATION

2.12.1 The VILLAGE 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 the CONTRACTOR which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they make a claim therefore.

Work During Inclement Weather

2.12.2 No Work shall be done under these specifications except by permission of the VILLAGE when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the VILLAGE, shall suspend all Work until instructed to resume operations by the VILLAGE and the Contract Time, shall be extended to cover the duration of the order.

Village May Terminate

2.12.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Subcontractors or for labor, materials or equipment or they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the VILLAGE, or if they otherwise violate any provision of the Contract Documents, then the VILLAGE may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety seven (7) days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method they may deem expedient. In such case the 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 and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the VILLAGE. Such costs incurred by the VILLAGE will be determined by the VILLAGE and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the VILLAGE and the CONTRACTOR shall be the same as if the termination had been issued.

2.12.4 Where the CONTRACTOR'S services have been so terminated by the VILLAGE said termination shall not affect any rights of the VILLAGE against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the VILLAGE due the CONTRACTOR will not release the CONTRACTOR from liability.

2.12.5 Upon seven (7) days written notice to the CONTRACTOR, the VILLAGE may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement.

In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the VILLAGE as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

Removal of Equipment

2.12.6 In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the VILLAGE, shall promptly remove any part or all of his equipment and supplies from the property of the VILLAGE. Should the CONTRACTOR not remove such equipment and supplies, the VILLAGE shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate

2.12.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the VILLAGE or under an order of court of other public authority, or the CONSULTANT fails to act on any Application for Payment within thirty (30) days after it is submitted, or the VILLAGE fails to pay the CONTRACTOR any sum approved by the VILLAGE, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the VILLAGE, terminate the Agreement. The VILLAGE may remedy the delay or neglect within the twenty (20) calendar day time frame. If timely remedied by the VILLAGE the Contract shall not be considered terminated. In lieu of terminating the Agreement, if the VILLAGE has failed to act on an Application for Payment or the VILLAGE has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) calendar day notice to the VILLAGE and the CONSULTANT stop the Work until they have been paid all amounts then due.

2.13 ARTICLE 13 - MISCELLANEOUS

2.13.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

2.13.2 The Contract Documents shall remain the property of the VILLAGE. The CONTRACTOR and the CONSULTANT shall have the right to keep one record set of the Contract Documents upon completion of the Project.

2.13.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the VILLAGE and there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

2.13.4 Should the VILLAGE or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in- jury or damage.

2.14 ARTICLE 14 - WAIVER OF JURY TRIAL

2.14.1 VILLAGE and CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work thereunder.

2.15 ARTICLE 15 - ATTORNEYS FEES/JURISDICTION/VENUE/GOVERNING LAW

2.15.1 The Contract shall be construed in accordance with and governed by the law of the State of Florida.

2.15.2 The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Miami-Dade County, Florida.

2.15.3 If either the VILLAGE or CONTRACTOR is required to enforce the terms of the Contract by court proceedings, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorney's fees.

2.16 ARTICLE 16 - PROJECT RECORDS

2.16.1 VILLAGE shall have right to inspect and copy during regular business hours at VILLAGE's expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project. CONTRACTOR shall retain and make available to VILLAGE all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of five (5) years following final completion of the Project. During the Project and the five (5) year period following final completion of the Project, CONTRACTOR shall provide VILLAGE access to

its books and records upon five (5) days written notice.

2.17 ARTICLE 17 - SEVERABILITY

2.17.1 If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

2.18 ARTICLE 18 - INDEPENDENT CONTRACTOR

2.18.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

2.19 ARTICLE 19 – DEFAULT AND TERMINATION OF CONTRACT

2.19.1 DETERMINATION OF DEFAULT:

The following acts or omissions constitute acts of default and, except as to subparagraph (i), the Village will give notice, in writing, to the Contractor and its Surety for any delay, neglect or default, if the Contractor:

- (a) If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed;
- (b) Or fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the project schedule;
- (c) Or performs the Work unsuitably, or neglects or refuses to remove Materials or to perform anew such Work as may be rejected as unacceptable and unsuitable;
- (d) Or discontinues the prosecution of the Work; or fails to resume Work which has been discontinued within a reasonable time after notice to do so;
- (e) Or fails to pay timely its Subcontractors, Suppliers or laborers; or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) Or allows any final judgment to stand against it unsatisfied for a period of ten (10) Calendar Days;

(g) Or makes an assignment for the benefit of creditors;

(h) Or fails to comply with Contract requirements regarding minimum wage payments or EEO requirements, if applicable;

(i) Or fails to comply with the Engineer's written suspension of Work Order within the time allowed for compliance and which time is stated in that suspension of Work Order;

(j) Or for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the Surety executing the Contract Bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Village;

(k) Or fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.

(l) Or fails to comply with the provisions of Chapter 119, Florida Statutes.

For a notice based upon reasons stated in subparagraphs (a) through (h) and (j): if the Contractor, within a period of ten (10) Calendar Days after receiving the notice described above, does not proceed to correct the default, the Village may give notice of default in writing to the Contractor and the Surety (where applicable) stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, the Village will have full power and authority to remove the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, the Village may require the Contractor's Surety to take over and complete the Contract performance. Upon the failure or refusal of the Surety to assume the Contract within the time demanded, the Village may take over the Work covered by the Contract.

Regarding subparagraph (i), if the Contractor fails to comply with the Village's written suspension of Work Order within the time allowed for compliance and which time is stated in that suspension of Work Order, the Village will, upon written certificate from the Engineer of the fact of such delay and the Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the Work out of the hands of the Contractor and to declare the Contractor in default. The Village shall have no liability for profits (including anticipated profits) related to unfinished Work on a Contract terminated for default.

Regarding subparagraph (l), if the Contractor fails to comply with the provisions of Chapter 119, Florida Statutes, the Village will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the Contractor and to declare the Contractor in default.

The Village of Palmetto Bay has no liability for anticipated profits for unfinished work on a Contract that the Village has determined to be in default.

Notwithstanding the above, the Village reserves the right to declare the Contractor (or its "affiliate") in default and immediately terminate the Contract, without any prior notice to the Contractor, in the event the Contractor (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. Village's right to default the Contractor (or its "affiliate") for "conviction" of a "contract crime" extends to and is expressly applicable to any and all Village Contracts that were either advertised for proposal; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the Contractor (or its "affiliate") that resulted in the "conviction." In the event the Village terminates this Contract for this reason, the Contractor shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The Contractor shall only be paid for any completed Work up to the date of termination.

Further, the Contractor shall be liable for any and all additional costs and expenses the Village incurs in completing the Work after such termination.

2.19.2 TERMINATION OF CONTRACT FOR CONVENIENCE:

The Village of Palmetto Bay may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either the Village's or Contractor's control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, executive orders of the President of the United States relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation, and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws, or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract, or any portion thereof, is terminated before completion of all items of Work in the Contract, payment will be made for Work completed, at the Lump Sum and according to the provisions set forth in section 4 for items of work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract Unit Prices (where applicable); the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by the Village, and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by the Village.

Termination of the Contract, or a portion thereof, under the provisions of this Section, shall not relieve the Contractor of Contractor's responsibilities for the completed portion, nor shall it relieve Contractor's Surety of its obligation for, and concerning any just claims arising out of, the Work performed.

END OF SECTION

SECTION 3 SPECIAL CONDITIONS

3.1 PERMITS/UTILITIES:

The CONTRACTOR shall obtain all permits necessary to conduct this project. In addition, the CONTRACTOR shall clear utilities prior to conducting any work at each project site.

3.2 HOURS OF WORK:

CONTRACTOR will perform work Monday through Friday, excluding VILLAGE holidays, from 8:00 a.m. to 4:00 p.m. unless prior written approval is received from The VILLAGE.

3.3 EMPLOYEES:

CONTRACTOR shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the CONTRACTOR shall be considered to be at all times the sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction, and not an employee or agent of the Village of Palmetto Bay. The CONTRACTOR shall supply competent, suitably qualified and capable employees and the VILLAGE may require the CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on VILLAGE property is not in the best interest of the VILLAGE. VILLAGE shall not have any duty to implement or enforce such requirements.

Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC4082)(c)(2).

The "On Duty" supervisor must be able to adequately communicate with the VILLAGE's representatives.

3.4 SUB-CONTRACTORS, SUPPLIERS and OTHERS:

Prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the VILLAGE, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. VILLAGE shall notify the CONTRACTOR, in writing, of any proposed person or entity to which VILLAGE has an objection. The CONTRACTOR shall not contract with a proposed person or entity to which The VILLAGE has made an objection. The CONTRACTOR shall not change a Subcontractor, person or entity previously selected if VILLAGE makes objection to the change.

The CONTRACTOR shall be fully responsible to VILLAGE for all acts and omissions of the CONTRACTOR, its employees, Subcontractors, suppliers, other persons directly or indirectly employed by its Subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with the CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between VILLAGE and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of VILLAGE to pay or to cause the payment of any money due any Subcontractor, supplier, employee or agent except as may otherwise be required by law.

The CONTRACTOR shall perform with its own employees/workforce contract work amounting to not less than 30 percent of the original contract price. All Work performed for the CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of the VILLAGE.

3.5 PROTECTION:

All work in fulfillment of this project shall be performed on VILLAGE property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the CONTRACTOR in a manner acceptable to the Village of Palmetto Bay prior to the final acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, water sprinklers, and trees.

CONTRACTOR shall notify the Public Service Department in writing of the site having pre-existing damage to sidewalks, curbs, facade, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the CONTRACTOR to make repairs per above paragraph.

CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, signage, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

3.6 SECURITY

The CONTRACTOR is responsible for project security. CONTRACTOR shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at CONTRACTOR's cost.

Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and weekends.

3.7 TEMPORARY INTERRUPTION

The CONTRACTOR shall notify the Public Service Director whenever it is necessary to temporarily interrupt any business activities, the CONTRACTOR shall notify the Owner or tenant or their designee prior to the interruption and again immediately before the service is resumed. Before disconnecting any underground or overhead utilities, the CONTRACTOR shall make similar arrangements for their disconnection with the Owner, tenant or their designee. The CONTRACTOR shall be responsible for any damage caused by CONTRACTOR to such utilities, and shall restore them to service promptly as soon as the Work interruption has ended.

3.8 MATERIALS:

The CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the specifications and that the work will be free from defects whether patent or latent in nature. 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 specifications.

3.9 ON-SITE SURVEY:

CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the plans and shall provide the VILLAGE with a set of certified as-built plans at CONTRACTOR's expense.

3.10 STORAGE OF MATERIALS:

The CONTRACTOR shall store materials, at the CONTRACTORS expense, in areas approved by the VILLAGE. The CONTRACTOR, at their own expense, shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. The CONTRACTOR shall restore the storage area to its original or better condition, with all its appurtenances, in kind, to the satisfaction of the VILLAGE, at the CONTRACTOR's discretion, if the CONTRACTOR chooses to stage material outside of the designated area, with prior approval from the VILLAGE.

3.11 SALVAGEABLE MATERIAL:

All salvageable material and/or equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, will remain the property of the VILLAGE and be turned over to the VILLAGE. All material and/or equipment not in salvageable condition as determined by the Village Representative must be disposed of by the CONTRACTOR. The actual storage site for salvageable material will be designated by the VILLAGE.

3.12 NOTIFICATION TO RESIDENTS:

CONTRACTOR shall notify residents directly impacted by the project (including MOT), in writing, ten (10) working days prior to performing any work. Notification must include type of work to be performed; date work will begin and estimated completion date. In the event CONTRACTOR changes schedule or duration of work, CONTRACTOR must notify resident, in writing, of such changes. CONTRACTOR must provide a copy of all notifications to the VILLAGE.

END OF SECTION

SECTION 04 SCOPE OF SERVICES

The Village of Palmetto Bay, Florida has issued this Request for Proposal (RFP) to solicit competitive Proposals from qualified Contractor for the Design and Build of a **Pedestrian Bridge Construction at Coral Reef Park, 7895 SW 152nd Street, Palmetto Bay, Florida 33157.**

4.1 DEFINITIONS

Department of Environmental Protection/Recreational Trails Program

Local Agency/Village of Palmetto Bay means a unit of government with less than statewide jurisdiction or any officially designated public agency or authority of such a unit of government that has the responsibility for planning, construction, operation or maintenance of, or jurisdiction over, a transportation facility. The term includes, but is not limited to, a county, an incorporated municipality, a metropolitan planning organization (MPO), an expressway or transportation authority, a road and bridge district, a special road and bridge district or a regional governmental unit.

4.2 DESCRIPTION OF WORK

The project shall include but not be limited to designing and building a pedestrian bridge equal or equivalent to the existing pedestrian bridge already in place at the park. The Village has included plans from that original existing build to include the calculations from the engineer in order to facilitate to the Proposer the specs necessary to comply with this RFP.

4.2.1 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for survey, geotechnical investigation, design, acquisition of all permits not acquired by the Village, any required modification of permits acquired by the Village, maintenance of traffic, demolition, and construction on or before the date indicated in their proposal. The Contractor will coordinate all utility relocations.

The Construction Criteria sets forth requirements regarding survey, construction, and maintenance of traffic during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as Village and county government, utilities and environmental permitting agencies and the public.

The Contractor shall demonstrate good project management practices while working on this project. These include communication with the Village and others as necessary, management of time and resources and documentation.

The Proposer shall be responsible for verifying and supplementing as necessary the information provided by the Village of Palmetto Bay.

The selected Contractor shall make available the necessary personnel, facilities, supplies, materials and resources to perform the required Work.

The Work under the Contract shall commence upon receipt of a written Notice to Proceed (“NTP”) from the Village of Palmetto Bay.

The Project has an estimated duration of one-hundred and twenty (120) Calendar Days.

This Solicitation is under the “Cone of Silence”. Please refer to the section herein entitled.

4.2.2 VILLAGE OF PALMETTO BAY RESPONSIBILITY

Village of Palmetto Bay is providing herein typical section relevant and necessary for Proposers to prepare a Price Proposal for the Project.

4.2.3 ALTERATIONS OF PLANS OR OF CHARACTER OF WORK: The Design group will review the plans provided as a sample by the Village and be able to design an equivalent bridge, any alterations or changes that will significantly change the structural and esthetics of the bridge would need to be discussed with the Village for approval.

4.2.4 The term “significant change” applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4.2.4 below.

In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4.2.5 INCREASE, DECREASE OR ALTERATION OF WORK: left here

The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 4.2.3 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 4.2.3, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4.2.6 ALLOWABLE COSTS FOR EXTRA WORK:

The Engineer may direct in writing that extra work be done and, at the Engineer’s sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager’s position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

| Table 4.2.5 | |
|------------------------------------|---|
| Item | Rate |
| FICA | Rate established by Law |
| FUTA/SUTA | Rate established by Law |
| Medical Insurance | Actual |
| Holidays, Sick & Vacation benefits | Actual |
| Retirement benefits | Actual |
| Workers Compensation | Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor’s actual experience modification factor in effect at the time of the additional work or unforeseen work. |
| Per Diem | Actual but not to exceed State of Florida’s rate |
| Insurance* | Actual |

* Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the Pre-construction conference, certify to the Engineer the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4.2.5,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of Proposal), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$.
- b. Allowable Hourly Operating Cost = $\text{Hourly Operating Cost} \times 100\%$.
- c. Allowable Rate Per Hour = $\text{Allowable Hourly Equipment Rate} + \text{Allowable Hourly Operating Cost}$.
- d. Standby Rate = $\text{Allowable Hourly Equipment Rate} \times 50\%$.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor

to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4.2.7 SUBCONTRACTED WORK:

Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4.2.5 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4.2.5(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$D_s = \frac{A_s \times C}{B}$$

Where A_s = Original Contract Amount minus Original

Subcontract amounts(s)*

B = Original Contract Time

C = 8%

D_s = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4.2.5 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover

compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4.2.8 NO WAIVER OF CONTRACT:

Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4.2.9 CONDITIONS REQUIRING A SUPPLEMENTAL AGREEMENT OR UNILATERAL PAYMENT:

A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4.2.10 EXTRA WORK:

Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4.2.11 CONNECTIONS TO EXISTING PAVEMENT, DRIVES AND WALKS:

Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Design Standards.

4.2.12 DIFFERING SITE CONDITIONS:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4.2.13 CHANGES AFFECTING UTILITIES:

The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

END OF SECTION

SECTION 05 SCHEDULE OF EVENTS

Below is the current schedule of the remaining events that will take place in the selection process. The **Village of Palmetto Bay** reserves the right to make changes or alterations to the schedule as the **Village of Palmetto Bay** determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the **Village of Palmetto Bay**, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

| Date | Event |
|-------------|---|
| 10-12-2017 | Release of Solicitation |
| 10-19-2017 | Pre-proposal meeting at 10:00 a.m. local time at Village of Palmetto Bay Village Hall, 9705 E. Hibiscus ST, Palmetto Bay, FL 33157. |
| 10-24-2017 | Final deadline for submission of questions/information |
| 10-30-2017 | Bid Opening on or before 3:00pm EST |
| TBD | Anticipated Execution Date |

- **The Village of Palmetto Bay reserves the right to modify any of the dates/times listed above.**

SECTION 06 THRESHOLD REQUIREMENTS.

6.1 QUALIFICATIONS

Proposers are required to be pre-qualified in all work types required for the project. All qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-22, based on the applicable category of the project, must be satisfied.

Proposers shall demonstrate compliance with the following Pre-Qualification Requirements as detailed below and Proposers failing to meet these requirements shall be deemed non responsive.

The Proposer and/or its Subcontractors shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following requirements as stated in this RFP.

6.2 PRE-QUALIFICATION CRITERIA

6.2.1 The Contractor and/or its Subcontractors shall be prequalified pursuant to Rule 14-22 of the Florida Administrative Code (F.A.C.), as applicable, in the following types of Work and so demonstrate it in its RFP by submitting supportive documentation acceptable to **Village of Palmetto Bay** (including FDOT "L. Odom" letters):

A. RULE 14-22 OF THE FLORIDA ADMINISTRATIVE CODE (F.A.C.)

Please note that **at the time of submittal**, the Contractor and/or its Subcontractors shall be prequalified, at a minimum, under Rule 14-22 of the Florida Administrative Code (F.A.C.), in the following types of work in order to be considered responsive:

- Flexible Paving,
- Portland Cement Concrete,
- Flexible Paving, and
- Hot Plant-Mix Bituminous Courses

6.3 ADDITIONAL SUBMITTAL REQUIREMENTS

6.3.1 In addition to the Pre-qualification Requirements met by the Contractors under section 6.2 above, the Contractor and/or its Subcontractors shall be pre-qualified pursuant to **the requirements of Section 10-2 and 10-3 of the Code of Miami-Dade County** or Rule 14-22 of the Florida Administrative Code (F.A.C.), in the following categories of work and demonstrate compliance at the time the Work for the applicable category commences:

- Drainage,

- Electrical Work,
- Guardrail;
- Pavement Marking; and
- Roadway Signing.

6.3.2 The Contractor must have a full-service operational office located in Miami-Dade County at the time the Notice to Proceed is issued. Information must also be provided as to the location of the Proposer's office(s). If the Proposer has offices outside Miami-Dade County, the Proposer shall submit an affirmative statement confirming that, if selected, it will abide by Miami-Dade County rules and regulation.

6.3.3 Letter from insurance carrier certifying ability to comply with the Insurance Requirements for the Project.

6.3.4 The Contractor shall execute a Vendor's Bill of Rights and Responsibilities.

6.4 SUBCONTRACTORS

All Subcontractors are subject to Village approval. The Village reserves the right to reject any and all Subcontractors listed by the Proposer and bears no responsibility or liability to the Proposer or Subcontractor for any commitments made regarding the use of particular Subcontractor for the Project. Furthermore, the Village reserves the right to limit the tasks to be assigned to any Subcontractor. Subcontractors will need to abide by the same provisions and requirements with Federal-Aid Construction Contracts.

The Proposer shall submit with the Proposal, as applicable to this procurement, the Prime & Subcontractor Information Statement which shall include a list of all Subcontractors that may perform the Work in the Contract for which pre-qualifications/certifications are required at the time of submission in accordance with the section herein entitled **Pre-Qualification Requirements**.

All proposed Subcontractors shall be qualified both technically and financially to perform the Work for which they are listed.

Except as permitted in the section herein entitled **Allowable Substitution for a Limited Purpose**, if before the Notice of Award is issued, The Village has a reasonable objection to any proposed Sub-Contractor, The Village may request the apparent Successful Proposer to submit an acceptable substitute at no additional cost to The Village and subject to The Village's prior written approval. If the apparent Successful Proposer declines to make any such substitution, then The Village may award the Contract to another Proposer. If The Village does not make a written objection to the Subcontractors submitted by the Proposer, in accordance with the requirements herein, prior to issuance of the Notice of Award, then such list will be deemed acceptable to The Village.

Proposers will be evaluated based on their team as submitted in their Proposal. As such, no changes can be made to the proposed team, without a justifiable cause, and written approval from the Village.

6.5 PRICE PROPOSAL GUARANTEE

A Proposal guaranty in an amount of not less than five percent of the total Proposal amount shall accompany each Proposer's Price Proposal. The guaranty may, at the discretion of the Proposer, be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the **Village of Palmetto Bay**. The surety on any Proposal bond shall be a company recognized to execute Proposal bonds for contracts of the State of Florida. The guaranty shall stand for the Proposer's obligation to timely and properly execute the contract and supply all other submittals due therewith. The amount of the guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. The Proposal guaranty of all Proposers' shall be released at such time as the successful Proposer has complied with the condition stated herein, but not prior to that time.

6.6 PRE-PROPOSAL MEETING

Attendance at the pre-proposal meeting is non-mandatory. It is suggested the Proposer to attend the pre-bid meeting so they can speak directly with the Village representatives that will be involved in the project and address any concerns or questions or to understand in detail the scope. All questions of Proposers to be discussed at the pre-proposal meeting must be submitted in writing by the deadline stated in the Schedule of Events. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed project, answer questions on the construction criteria and method of compensation, instructions for submitting proposals, and other relevant issues. In the event that any discussions or questions at the pre-proposal meeting require, in the **Village of Palmetto Bay's** opinion, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the **Village of Palmetto Bay** will issue a written summary of questions and answers or an addendum to this Request for Proposals as the **Village of Palmetto Bay** determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the **Village of Palmetto Bay**.

During and after the meeting, it is the responsibility of the prospective Proposer to ensure that each proposer submits their sealed Proposal packet is submitted with the same information. If a Proposer receives information from the **Village of Palmetto Bay** relating to the project prior to the information cutoff date, the **Village of Palmetto Bay** will ensure that all Proposers receive the same information in a timely fashion.

6.7 PROTEST RIGHTS

Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council.

Edward Silva, Village Manager,
Village of Palmetto Bay
c/o Yvonne Picado, Executive Asst.to the Village Manager
9705 E. Hibiscus ST
Palmetto Bay, Florida 33157

Should the matter not be resolved to the satisfaction of the Proposer, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void.

All costs accruing from a Proposal or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger.

The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

6.8 NON-RESPONSIVE PROPOSALS

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

6.9 WAIVER OF IRREGULARITIES

The **Village of Palmetto Bay** may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the **Village of Palmetto Bay's** interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. In no event will any such elections by the **Village of Palmetto Bay** be deemed to be a waiving of the Construction Criteria.
2. The Proposer who is selected for the project will be required to fully comply with the Construction Criteria for the price Proposal, regardless that the proposal may have been based on a variation from the Construction Criteria.
3. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or
4. Established **Village of Palmetto Bay** policies. Innovation should be limited to Contractor's means and methods, roadway alignments, approach to project, use of new products, new uses for established products, etc.
5. The Proposer shall obtain any necessary permits or permit modifications not already provided.

6.10 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may modify or withdraw previously submitted proposals at any time prior to the proposal due date. Requests for modification or withdrawal of a submitted proposal shall be in writing and shall be signed in the same manner as the proposal. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in sealed envelope to be opened at the same time as the proposal provided the change is submitted prior to the proposal due date.

6.11 VILLAGE OF PALMETTO BAY'S RESPONSIBILITIES

This Request for Proposal does not commit the **Village of Palmetto Bay** to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services. Proposers shall examine the Contract Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction

phase of the project will be given to the **Village of Palmetto Bay's** Project Manager.

The **Village of Palmetto Bay** does not guarantee the details pertaining to borings, as shown on any documents supplied by the **Village of Palmetto Bay**, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. Proposers shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base his Proposal on his own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Proposer has made an examination as described in this provision.

6.12 CONTRACT

The **Village of Palmetto Bay** will enter into a Lump Sum contract with the successful Contractor. In accordance with the project requirements and provisions for work and adapting the provisions of FHWA 1273 pertaining to Federal-Aided construction contracts, the Contractor will provide a cost analysis form "Proposal Form" attached to the proposal to the **Village of Palmetto Bay** for their approval. The total of the Cost Analysis Form (Proposal Bid Form) will be the lump sum contract amount.

The terms and conditions of this contract are fixed price and fixed time. The Contractors submitted Proposal (time and cost) is to be a lump sum Proposal for completing the scope of work detailed in the Request for Proposal.

SECTION 07 DISCRIMINATION

7.1 DISCRIMINATION:

No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this bid. In accordance with FHWA requirements (49 CFR Statute § 26.13), the Proposer or its Sub-Contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Request for Proposal.

7.2 COMPLIANCE WITH FHWA 1273

The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address

<http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf> .

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of Proposals.

Comply with the provisions contained in FHWA-1273.
If the Department's website cannot be accessed, contact the Department's
Specifications Office Web Coordinator at (850) 414-4101.

7.3 COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT & OTHER WILDLIFE

Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:
<http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf>.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of

this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

END OF SECTION

SECTION 08 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK.

8.1 PERMITS

8.1.1 PERMITS

The Contractor will be required to obtain all necessary permits from the appropriate Federal, State or local government agencies having jurisdiction over all work related to the project.

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition of all applicable permits will be the responsibility of the Contractor. Preparation of complete permit packages will be the responsibility of the Contractor. The Contractor will obtain permits while acting as an authorized representative for the “**Village of Palmetto Bay**” for permitting purposes only. If any agency rejects or denies the permit application, it is the Contractor’s responsibility to make whatever changes necessary to ensure the permit is approved.

The Contractor will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Contractor.

However, notwithstanding anything above to the contrary, upon the Contractor’s preliminary request for extension of Contract Time, the **Village of Palmetto Bay** reserves the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Contractor in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the **Village of Palmetto Bay** unless the Contractor clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Contractor to challenge or otherwise seek review or appeal in any forum of any determination made by the **Village of Palmetto Bay**.

8.2 VERIFICATION OF EXISTING CONDITIONS

The Contractor shall be responsible for verification of existing conditions, including research of all existing **Village of Palmetto Bay** records and other information.

By execution of the contract, the Contractor specifically acknowledges and agrees that the Contractor is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Contractor and that any information is being provided merely to assist the Contractor in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

8.3.1 MILESTONES

Component submittals, in addition to the plan submittals listed in the previous section will be required. In addition to various submittals mentioned throughout this document the following milestone submittals will be required.

- Schedule
- Traffic Control Plan Concurrence
- Permits
- Utility Coordination/Relocation
- Start of Construction
- Construction Activities and Phasing
- Final Completion Date for all Work.

8.3 CONTRACT DURATION

The Contractor shall establish the contract duration for the subject project. In no event shall the contract duration exceed 120 calendar days. The schedule supporting the proposed contract duration will be submitted with the Technical Proposal. The Proposed Contract Time (PCT) reflected in the schedule may be amended in the proposal. The official PCT will be the one submitted with the Proposal Price Proposal.

8.4 PROJECT SCHEDULE

The Contractor shall submit a project schedule, to establish contract duration as part of the Technical Proposal. The proposed schedule should allow 10 working days for **Village of Palmetto Bay** and/or FHWA if applicable (concurrent) review of project schedule submittals. The minimum number of activities shall be those listed in the payout schedule and those listed below:

- Anticipated Award Date
- Materials Quality Tracking
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Sidewalk Construction
- Signing and Pavement Marking Construction
- Maintenance of Traffic Design
- Maintenance of Traffic Set-Up (per duration)
- Additional Construction Milestones as determined by the Contractor
- Final Completion Date for All Work

8.6 KEY PERSONNEL/STAFFING:

The Contractor's work shall be performed and directed by key personnel identified by the Contractor. Any changes in the indicated personnel shall be subject to review and approval by the **Village of Palmetto Bay's** Project Manager. The Contractor shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455.

8.7 MEETINGS AND PROGRESS REPORTING:

The Contractor shall anticipate periodic meetings with **Village of Palmetto Bay** personnel and other agencies as required for resolution of construction issues. These meetings may include:

- **Village of Palmetto Bay** technical issue resolution
- Permit agency coordination
- Local government agency coordination

During construction, the Contractor shall meet with the **Village of Palmetto Bay's** Project Manager on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

The Contractor shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

8.8 CONSTRUCTION

The services performed by the Contractor shall be in compliance with all applicable FDOT standards and specification.

Unless stipulated otherwise, the current edition, including updates and FDOT Temporary Design Bulletins of the following standards and guidelines, shall be used in the performance of the Work. It shall be the Contractor's responsibility to acquire and utilize the necessary specifications that apply to the construction work required to complete the Project. The following is a list of applicable documents, which is not intended to be all-inclusive:

- FDOT Standard Specification for Road and Bridge Construction

8.9 SCHEDULE OF VALUES – (Proposal Form Separate .pdf file)

The Contractor will be responsible for invoicing the **Village of Palmetto Bay** based on current invoicing policy and procedure. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values (Proposal form). Final payment will be made upon final acceptance by the **Village of Palmetto Bay** of the construction project. The Contractor must submit the schedule of values to the **Village of Palmetto Bay** for approval. No invoices shall be submitted prior to **Village of Palmetto Bay** approval of the schedule of values.

Upon receipt of the invoice, the **Village of Palmetto Bay's** Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

8.10 CONSTRUCTION ENGINEERING AND INSPECTION

The Contractor is subject to the **Village of Palmetto Bay's** Independent Assurance (IA) Procedures.

8.10.1 TESTING

The **Village of Palmetto Bay** or its representative will perform verification and resolution testing services in accordance with the latest Specifications. On all Federal Aid Projects, the **Village of Palmetto Bay** or its representative shall perform verification sampling and testing on site as well as off-site locations such as pre-stress plants, batch plants, structural steel and weld, fabrication plants, etc.

8.11 CONTRACTOR GUARANTEED:

The Contractor shall warranty the project for one (1) full year following acceptance of the project as final by the Village of Palmetto Bay CEI for project and fully define the proposed warranty program in the Contractor's Proposal.

8.12 ADJOINING CONSTRUCTION PROJECTS:

The Contractor shall be responsible for coordinating construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments, the **Village of Palmetto Bay**, or other regional and state agencies.

8.13 CONSTRUCTION CLARIFICATION, CONFLICT RESOLUTION, AND ISSUE ESCALATION

In the event that construction or maintenance problems occur, the resolution of those problems will be processed in one of the following two ways:

- If the resolution does not change the original intent of the RFP, then the proposers engineer will be responsible for developing the design solution to the construction or maintenance problem and he will be responsible for review and response within ten (10) working days. If the resolution does alter the original intent of the RFP then send it to the Village Public Service Department Office for review and response through the Village Project Manager. The Village Public Service Department Office will respond to the proposed solution within ten (10) working days. The Village Public Service Department Office will either concur with the proposed solution or, the issue will be escalated as described in the process below. Changes to the original intent of the RFP will require a contract change order and approval required by the Village and State of Florida Department of Environmental Protection.
- The Village has established the issue escalation process for construction and maintenance questions and conflict resolution that the Contractor shall follow. All issues are to be directed to the Village Project Manager. If the issue cannot be resolved at this level the Village Project Manager shall forward the issue to the next level in the process. The escalation process begins with the Director Public Service. Questions may be expressed verbally and followed up in writing. The Village Project Manager will respond in a timely manner but not to exceed three working days. The Contractor shall provide any available supporting documentation.

The Contractor shall provide a similar chain of command for his organization with personnel of similar levels of responsibility.

END OF SECTION

SECTION 09 CONSTRUCTION CRITERIA.

9.1 UTILITY COORDINATION

The Contractor shall be solely responsible for locating all utilities within the limits of the Project. The Contractor shall be responsible for all utility coordination efforts. These efforts shall include all on-going coordination initiated by Village of Palmetto Bay. These coordination efforts shall include, but are not limited to design reviews, construction oversight, initiating and drafting of all of the necessary legal agreements, preparing relocation schedules, administering utility coordination meetings and seeing that all necessary permits are acquired. Existing utilities that are in the Village of Palmetto Bay right-of-way that are in conflict with the proposed construction shall be redesigned and relocated at the utility owner's expense, and in accordance with FDOT Utility Accommodation Manual, FDOT permits, and/ or Rule 14-46.001 of the Florida Administrative Code. The Contractor, the utility owner, or a combination of both may perform the utility design, relocation and/or new utility construction.

9.2 SEQUENCE OF CONSTRUCTION (If Applicable)

The Contractor shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access right-of-way where direct access is not permitted.
5. Proper coordination with adjacent construction projects and maintaining agencies.

9.3 TRAFFIC CONTROL ANALYSIS (If Applicable)

The Contractor shall provide a safe and effective Traffic Control Plan to move vehicular traffic during all phases of construction. The areas shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The traffic control plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

9.3.1 TRAFFIC CONTROL RESTRICTIONS (If Applicable):

There will be NO LANE CLOSURES ALLOWED between the hours of **7:00 – 9:00 AM to 4:00 – 6:00 PM**. A lane may only be closed during active work periods. Rolling barricades will be allowed during the approved lane closure hours. All lane closures must be reported to the local emergency agencies, the media and the **Village of Palmetto Bay** information officer. Also, the Contractor shall develop the project to be able to provide for all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 20 minutes.

9.4 SIGNING AND PAVEMENT MARKING PLANS (If Applicable)

Signing shall comply with the applicable MUTCD standards. See appendix for current MUTCD standards.

Off-system signing will require coordination and permits from other government agencies. The Contractor shall be responsible for obtaining all necessary permits, including but not limited to permits from the Village of Palmetto Bay and Miami-Dade County.

Thermoplastic striping will be required for the pavement.

9.5 GENERAL SPECIFICATIONS (If Applicable)

The construction plan sheets, notes, and details include the following, as applicable: Key Sheet, General Note sheet(s), Plan sheet(s), and Special Marking Detail sheet(s). Signs and pavement markings shall be designed in accordance with the Elder Road User Policy, MUTCD and FDOT standards.

9.6 TECHNICAL SPECIAL PROVISIONS

The Technical Special Provisions for all items of Work not covered by the FDOT Standard Specifications, or Supplemental Specifications. Standard Specifications shall not be modified unless necessary to control Project-specific requirements.

9.7 LANDSCAPE AND TREE REMOVAL AND RELOCATION

The scope of work for the Project shall be limited to the removal and relocation of existing landscape and trees that are affected by the Project.

END OF SECTION

SECTION 10 REQUEST FOR PROPOSAL REQUIREMENTS

10.1 GENERAL

Each Contractor being considered for this project is required to submit a Written Response to Proposal. The proposal shall include sufficient information to enable the **Village of Palmetto Bay** to evaluate the capability of the Contractor to provide the desired services. Discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

10.2 SUBMITTAL REQUIREMENTS

One (1) Original and two (2) Copies plus a CD or flash drive with electronic files of the entire Response to Proposal to:

Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

10.3 FINAL SELECTION PROCESS

The Project shall be awarded to the responsive Proposer with the lowest price proposal that will provide the best value to the Village.

END OF SECTION

SECTION 11 PROPOSAL REQUIREMENTS

11.1 Proposal Price Proposal

For this project, a “Proposal Bid Form/Cost Analysis Form” is to be utilized. The components that are to incorporate in this Proposal item shall include but not limited to:

- Design
- Engineer Experienced with Bridge Construction
- Permits
- Turn Key Finish

The Proposal Bid Form attached hereto and shall include the total cost for the Project and the number of calendar days within which the Proposer will complete the project. The sum of the Proposal Bid Form shall contain price include all costs for Contractors quality plan, construction of that portion of the Project, and all other work necessary to fully and timely complete the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. The Price Proposal Bid Form shall be hand delivered in a separate sealed package to include the Bid Bond of 5% to the following:

Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

The proposal bid form envelope/package shall be delivered with the proposal on the same day as the opening of the request for proposal.

END OF SECTION

SECTION 12 SPECIAL PROVISIONS (FDOT STANDARD SPECIFICATION FOR ROAD & BRIDGE CONSTRUCTION)

12.1 PARTIAL PAYMENTS-WITHHOLDING PAYMENT

Partial Payments.

12.1 General: The Village will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Village will make approximate monthly payments, and the Department of Public Service will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department of Public Service will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department of Public Service will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

12.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, the Village may disqualify the Contractor from submitting any future proposals if the Contractor's payment record in connection with contract work becomes unsatisfactory.

12.3 Withholding Payment:

12.3.1 Withholding Payment for Defective Work: If the Village discovers any defective work or material prior to the final acceptance, or if the Village has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Village will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

12.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department of Public Service with all submittals required by the Contract, such as invoices, materials certifications, certification of materials procured, etc., and the Village has determined that the measurement and computation of pay quantities is correct, the Village may reduce the retainage to \$1,000 plus any amount that the Village elects to deduct for defective work as provided in 9-5.3.

The Department of Public Service will not allow a semifinal estimate under the provisions of the above paragraphs unless the time elapsing between (1) acceptance of the project and receipt of all test reports, invoices, etc., and (2) submission of the final estimate to the Contractor for acceptance, exceeds or is expected to exceed ten days.

12.5 Partial Payments for Delivery of Certain Materials:

12.5.1 General: The Village will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
2. The stockpiled material must be approved as meeting applicable specifications.
3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
4. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
5. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

12.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than \$5,000 for any one month will not be processed.
2. Partial payments for structural steel and precast pre-stressed items will not exceed 85% of the Proposal price for the item. Partial payments for all other items will not exceed 75% of the Proposal price of the item in which the material is to be used.
3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

12.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Village a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Village of Palmetto Bay. The bond shall be in the full dollar amount of the Proposal price for the materials described in the contract.
2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Village of Palmetto Bay should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Village of Palmetto Bay.

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

12.6 Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Village will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the Village. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Village will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Village and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Village when called upon to do so for all claims or suits against the Village, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

12.7 USE OF EXPLOSIVES

(REV 9-26-94) (7-00)

ARTICLE 7-9 (Pages 68 and 69) is deleted and the following substituted:

7-9 Use of Explosives.

Use of explosives will not be allowed for this project.

12.8 HAZARDOUS OR TOXIC WASTE - MERCURY-CONTAINING DEVICES AND LAMPS. (If Applicable)

(REV 11-6-95) (FA 12-27-95) (7-00)

SUB-ARTICLE 8-4.9 (Page 82) is expanded by the following:

This Contract may require the removal and special disposal of mercury-containing devices.

Include payment for the removal and disposal of mercury-containing devices in the payment for the related Contract items.

END OF SECTION

SECTION 13 LOCAL AGENCY PROGRAM AGREEMENT

13.1 RECORD KEEPING/AUDITS

A. The Proposer/Contractor shall maintain books; records and documents directly pertinent to performance under the contract in accordance with the United States generally accepted accounting principles (USGAAP) consistently applied. Since this proposal is based of funds directly from DEP (Department of Environmental Protection), it is the responsibility of the Village and the Contractor to maintain records after the completion of the project for five (5) years. In the event that some work has been Sub-contracted, the sub-contractor will let the Village have access to its records for five (5) years pertaining to the agreement and contract.

B. The Contractor agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until litigation, claims or audit findings involving the records have been resolved and final action taken.

13.2 CONTRACTOR PURCHASED EQUIPMENT.

The **OWNER** does not allow.

13.3 USE OF PUBLICLY OWNED EQUIPMENT.

(a) Publicly owned equipment should not normally compete with privately owned equipment on a project to be let to contract. There may be exceptional cases, however, in which the use of equipment of the State or local public agency for highway construction purposes may be warranted or justified. A proposal by any STD for the use of publicly owned equipment on such a project must be supported by a showing that it would clearly be cost effective to do so under the conditions peculiar to the individual project or locality.

(b) Where publicly owned equipment is to be made available in connection with construction work to be let to contract, Federal funds may participate in the cost of such work provided the following conditions are met:

(1) The proposed use of such equipment is clearly set forth in the Plans, Specifications and Estimate (PS&E) submitted to the Village for approval.

(2) The advertised specifications specify the items of publicly owned equipment available for use by the successful Proposer, the rates to be charged, and the points of availability or delivery of the equipment; and

(3) The advertised specifications include a notification that the successful Proposer has the option either of renting part or all of such equipment from the State or local public agency or otherwise providing the equipment necessary for the performance of the contract work.

(c) In the rental of publicly owned equipment to contractors, the State or local public agency shall not profit at the expense of Federal funds.

(d) Unforeseeable conditions may make it necessary to provide publicly owned equipment to the contractor at rental rates agreed to between the contractor and the State or local public agency after the work has started. Any such arrangement shall not form the basis for any increase in the cost of the project on which Federal funds are to participate.

(e) When publicly owned equipment is used on projects constructed on a force account basis, costs may be determined by agreed unit prices or on an actual cost basis. When agreed unit prices are applied the equipment need not be itemized nor rental rates shown in the estimate. However, if such work is to be performed on an actual cost basis, the STD shall submit to the Division Administrator for approval the schedule of rates proposed to be charged, exclusive of profit, for the publicly owned equipment made available for use.

CONTINUATION ON NEXT PAGE

13.5 DEBARMENT OR SUSPENSION.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

13.6 CHANGES AND EXTRA WORK.

8-7.3.2 Contract Time Extensions:

(a) Following authorization to proceed with a project, all major changes in the plans and contract provisions and all major extra work shall have formal approval by the Village in advance of their effective dates. However, when emergency or unusual conditions justify, the Village may give tentative advance approval orally to such changes or extra work and ratify such approval with formal approval as soon thereafter as practicable.

(b) For non-major changes and non-major extra work, formal approval is necessary but such approval may be given retroactively at the discretion of the Village. The project administrator should establish and document with the contractor and Director of Public Service concurrence specific parameters as to what constitutes a non-major change and non-major extra work.

(c) Changes in contract time, as related to contract changes or extra work, should be submitted at the same time as the respective work change for approval by the Director of Public Service and the Village.

(d) In establishing the method of payment for contract changes or extra work orders, force account procedures shall only be used when strictly necessary, such as when agreement cannot be reached with the contractor on the price of a new work item, or when the extent of work is unknown or is of such character that a price cannot be determined to a reasonable degree of accuracy. The reason or reasons for using force account procedures shall be documented.

(e) Proposed changes and extra work involved in nonparticipating operations that may affect the design or participating construction features of a project, shall be subject to review and concurrence by the Village.

13.7 CONTRACT TIME AND CONTRACT TIME EXTENSIONS.

(a) The Village may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of Proposal. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Village to fulfill an obligation under the Contract results in delays to the controlling items of work, the Village will consider such delays as a basis for granting a time extension to the Contract.

(b) The Village does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Project Administrator for the Village will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Project Administrator will not require the Contractor to submit a request for additional time due to the effects of weather.

(d) The Village will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

13.8 PARTICIPATION IN CONTRACT CLAIM AWARDS AND SETTLEMENTS.

(a) The eligibility for and extent of Federal-aid participation up to the Federal statutory share in a contract claim award made by a State to a Federal-aid contractor on the basis of an arbitration or mediation proceeding, administrative board determination, court judgment, negotiated settlement, or other contract claim settlement shall be determined on a case-by-case basis. Federal funds will participate to the extent that any contract adjustments made are supported, and have a basis in terms of the contract and applicable State law, as fairly construed. Further, the basis for the adjustment and contractor compensation shall be in accord with prevailing principles of public contract law.

(b) The FHWA shall be made aware by the DA of the details of the claim at an early stage so that coordination of efforts can be satisfactorily accomplished. It is expected that DAs will diligently pursue the satisfactory resolution of claims within a reasonable period of time.

Claims arising on exempt non-NHS projects should be processed in accordance with the State's approved Stewardship Plan.

(c) When requesting Federal participation, the DA shall set forth in writing the legal and contractual basis for the claim, together with the cost data and other facts supporting the award or settlement.

Federal-aid participation in such instances shall be supported by a DA audit of the actual costs incurred by the contractor unless waived by the FHWA as unwarranted. Where difficult, complex, or novel legal issues appear in the claim, such that evaluation of legal controversies is critical to consideration of the award or settlement, the DA shall include in its submission a legal opinion from its counsel setting forth the basis for determining the extent of the liability

under local law, with a level of detail commensurate with the magnitude and complexity of the issues involved.

(d) In those cases where the DA receives an adverse decision in an amount more than the DA was able to support prior to the decision or settles a claim in an amount more than the DA can support, the FHWA will participate up to the appropriate Federal matching share, to the extent that it involves a Federal-aid participating portion of the contract, provided that: (1) The FHWA was consulted and concurred in the proposed course of action; (2) All appropriate courses of action had been considered; and (3) The DA pursued the case diligently and in a professional manner.

(e) Federal funds will not participate: (1) If it has been determined that DA employees, officers, or agents acted with gross negligence, or participated in intentional acts or omissions, fraud, or other acts not consistent with usual State practices in project design, plan preparation, contract administration, or other activities which gave rise to the claim; (2) In such cost items as consequential or punitive damages, anticipated profit, or any award or payment of attorney's fees paid by a State to an opposing party in litigation; and (3) In tort, inverse condemnation, or other claims erroneously styled as claims under a contract.

(f) Payment of interest associated with a claim will be eligible for participation provided that the payment to the contractor for interest is allowable by State statute or specification and the costs are not a result of delays caused by dilatory action of the State or the contractor. The interest rates must not exceed the rate provided for by the State statute or specification.

(g) In cases where DA's affirmatively recover compensatory damages through contract claims, cross-claims, or counter claims from contractors, subcontractors, or their agents on projects on which there was Federal-aid participation, the Federal share of such recovery shall be equivalent to the Federal share of the project or projects involved.

Such recovery shall be credited to the project or projects from which the claim or claims arose.

13.9 FDOT SUPPLEMENTAL SPECIFICATION 6-12.2 SOURCE OF SUPPLY – STEEL

For Federal-aid Contracts, only

Use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

CONTINUATION ON NEXT PAGE

13.10

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Authorized Signature

Date: _____ Title: _____

13.11 FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS AND EXECUTIVE ORDER 11246

Refer to Appendix A for FHWA-1273 Required Contract Provisions

These provisions of FHWA 1273 will need to be exercised by both the Prime contractor and the Sub-Contractors that were awarded the project.

13.12 CONVICT LABOR

No construction work shall be performed by convict labor at the work site or within the limits of any Federal-aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance by the SHA unless it is work performed by convicts who are on parole, **supervised release**, or probation

13.13 HIRING PREFERENCE

No procedures or requirement shall be imposed by any State which will operate to discriminate against the employment of labor from any other State, possession or territory of the United States, in the construction of a Federal-aid project.

The Local Agency does not have local hiring preferences. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance. Language for LEP individuals can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities.

The selection of labor to be employed by any contractor or subcontractor on any Federal-Aid project shall be made without regard to race, color, religion, sex, national origin, age or disability.

13.14 FORCE ACCOUNT CONSTRUCTION

635.205 - Finding of cost effectiveness.

(a) It may be found cost effective for a State transportation department or county to undertake a federally financed highway construction project by force account when a situation exists in which the rights or responsibilities of the community at large are so affected as to require some special course of action, including situations where there is a lack of Proposals or the Proposals received are unreasonable.

(b) Pursuant to authority in 23 U.S.C. 112(b), it is hereby determined that by reason of the inherent nature of the operations involved, it is cost effective to perform by force account the adjustment of railroad or utility facilities and similar types of facilities owned or operated by a public agency, a railroad, or a utility company provided that the organization is qualified to perform the work in a satisfactory manner.

The installation of new facilities shall be undertaken by competitive Proposals except as provided in 635.204(c). Adjustment of railroad facilities shall include minor work on the railroad's operating facilities routinely performed by the railroad with its own forces such as the installation of grade crossing warning devices, crossing surfaces, and minor track and signal work. Adjustment of utility facilities shall include minor work on the utility's existing facilities routinely performed by the utility with its own forces and includes minor installations of new facilities to provide power, minor lighting, telephone, water and similar utility service to a rest area, weigh-station, movable bridge, or other highway appurtenance, provided such installation cannot feasibly be done as incidental to a major installation project such as an extensive highway lighting system.

13.15 GENERAL DECISION NUMBER: FL130280 09/20/2017 FL280

Refer to Appendix B for Current Wage Table Information

13.16 STATE PREFERENCE – RESTRICTIONS UPON MATERIALS (If Applicable)

No requirement shall be imposed and no procedure shall be enforced by any State transportation department in connection with a project which may operate:

(a) To require the use of or provide a price differential in favor of articles or materials produced within the State, or otherwise to prohibit, restrict or discriminate against the use of articles or materials shipped from or prepared, made or produced in any State, territory or possession of the United States; or

(b) To prohibit, restrict or otherwise discriminate against the use of articles or materials of foreign origin to any greater extent than is permissible under policies of the Department of Transportation as evidenced by requirements and procedures prescribed by the FHWA Administrator to carry out such policies.

13.20 EQUIPMENT RENTAL RATES

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the “Rental Rate Blue Book” for the actual time that such equipment is in operation on the work, and 50% of the “Rental Rate Blue Book” for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the “Rental Rate Blue Book for Construction Equipment” or the “Rental Rate Blue Book for Older Construction Equipment,” whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of Proposal), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- (1) Allowable Hourly Equipment Rate = $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$.
- (2) Allowable Hourly Operating Cost = $\text{Hourly Operating Cost} \times 100\%$.
- (3) Allowable Rate Per Hour = $\text{Allowable Hourly Equipment Rate} + \text{Allowable Hourly Operating Cost}$.
- (4) Standby Rate = $\text{Allowable Hourly Equipment Rate} \times 50\%$.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Owner will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Owner will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

13.21 PATENTED/PROPRIETARY MATERIALS

The Owner certifies that neither patented or proprietary materials are required or specifically named in the specifications to be used for this project.

13.22 NON-COLLUSION PROVISION

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

_____being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____the Company that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or a sham Bid;
- (4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

SECTION 14 LAP BIG FOUR SPECIFICATIONS

SECTION 120 - EARTHWORK AND RELATED OPERATIONS FOR LOCAL AGENCIES

120-1 Description.

120-1.1 General: Perform Earthwork and Related Operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and Related Operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 Classes of Excavation.

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral Ditch Excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel Excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for Structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Excavation Requirements.

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of ± 0.2 foot in depth and ± 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry.

In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of

120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes (in any dimension) as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-5.3 Authorization for Use of Borrow: Use "borrow" only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-6 Embankment Construction.

120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

120-6.2 Dry Fill Method:

120-6.2.1 General: Construct embankments to meet compaction requirements in Article 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 Compaction Requirements.

120-7.1 Moisture Content: Compact the materials at moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: Reduce the minimum required density from 100% to 95% of AASHTO T99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to a density of at least 100% of the maximum density as required by AASHTO T 99, Method C. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material to Be Used in Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for all Structures:

120-8-1.1 General: Backfill around structures and pipe in the Dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4.

The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness outside the soil envelope if he can demonstrate with a successful test section that density can be achieved. Notify the Engineer prior to beginning construction of a test section. Construct a test section of 500 feet in length. Perform five tests at random locations within the test section. All five tests must meet the density required by 120-7.2. Identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-7.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before verifying the layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement are to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 **Lowest Zone:** Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 **Soil Envelope:** In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 **Top Zone:** Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 Compaction:

120-8.3.3.1 **Lowest Zone:** Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 **Bedding Zone:** If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 **Cover Zone:** Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 Acceptance Program.

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: Determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Ensure compliance with the requirements of 120-9.5 by Nuclear Density testing in accordance with FDOT Florida Method FM 1-T 238. Determine the in-place moisture content for each density test. Use Florida Method FM 1-T 238, FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven) for moisture determination.

120-9.4 Soil Classification: Perform soil classification tests in accordance with AASHTO T-88. Classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria: Obtain a minimum density in accordance with 120-7.2 with the following exceptions:

- 1) Embankment constructed by the hydraulic method as specified in 120-6.3;
- 2) Material placed outside the standard minimum slope as specified in 120-6.2.4;
- 3) Other areas specifically excluded herein.

120-9.6 Frequency: Conduct sampling and testing at a minimum frequency listed in the table below.

| Test Name | Frequency |
|---------------------|----------------------------|
| Maximum Density | One per soil type |
| Density | 1 per 500' RDWY (Alt Lift) |
| Soil Classification | One per Maximum Density |

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.

4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

SECTION 334 - HOT MIX ASPHALT FOR LOCAL AGENCIES

334-1 Description.

334-1.1 General: Construct a Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use a HMA mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate HMA mix as shown in Table 334-1.

| Table 334-1 | | |
|-----------------------|---|---------------|
| HMA Mix Types | | |
| Asphalt Work Category | Mix Types | Traffic Level |
| 1 | Type SP-9.5 , or equivalent as determined by the Engineer | A |
| 2 | Type SP-9.5, SP-12.5, or equivalent as determined by the Engineer | B or C |
| 3 | Type SP-9.5, SP-12.5 | C |

A Type SP mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.).

334-1.4 Gradation Classification: HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334-3.2.2. Use only fine mixes.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

| | |
|-------------------|---------|
| Type SP-9.5..... | 9.5 mm |
| Type SP-12.5..... | 12.5 mm |

334-1.5 Thickness: The total pavement thickness of the HMA Pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)

 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:

| | |
|-------------------|----------------------|
| Type SP-9.5..... | 3/4 - 1 1/2 inches |
| Type SP-12.5..... | 1 1/2 - 2 1/2 inches |

334-1.5.2 Additional Requirements: The following requirements also apply to HMA mixtures:

1. When construction includes the paving of adjacent shoulders (≤5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased by 1/2 inch, unless called for differently in the Contract Documents.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-2.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the Department's Qualified Products List (QPL).

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. For Category 2 and 3 projects, require the aggregate supplier to certify that the material meets FDOT requirements.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture if approved by the Engineer. Usage of RAP is subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50 percent by weight of total aggregate.
2. Do not use RAP material in any friction course mixes.
3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
4. Provide RAP material having a minimum average asphalt content of 4.0 percent by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.
5. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises.

| Percent RAP | Asphalt Binder Grade |
|-------------|----------------------|
| <20 | PG 67-22 |
| 20 – 29 | PG 64-22 |
| ≥ 30 | Recycling Agent |

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R35-04, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer’s conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M323-04, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-04, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-04, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-04. Use the number of gyrations as defined in AASHTO R35-04, Table 1.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-04, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-04, Table 6.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List, or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the Department's Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1 percent.
8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the Mix Designer.

11. The ignition oven calibration factor.

334-4 Contractor Quality Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for quality control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Laying Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, and properly cured, and is dry.

334-5.2.2 Air Temperature: Spread the mixture only when the air temperature in the shade and away from artificial heat is at least 40°F for layers greater than 1 inch (100 lb/yd²) in thickness and at least 45°F for layers 1 inch (100 lb/yd²) or less in thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb/yd² or less is 50°F.

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of ±30°F from the target temperature as shown on the mix design. Reject all loads outside of this range.

334-5.4 Transportation of the Mixture: Transport the mixture in vehicles previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use diesel fuel or any other hazardous or environmentally detrimental material as a coating for the inside surface of the truck body. Cover each load at all times.

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: Where the HMA is to be placed on an existing pavement which is irregular, wherever the plans indicate, or if directed by the Engineer, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Apply a tack coat on existing pavement structures that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes, unless directed otherwise by the Engineer. Use a tack coat product meeting FDOT specifications. Use an emulsified tack coat spread rate of 0.02 to 0.08 gal/sy or as specified by the Engineer.

334-5.6 Paving:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than ± 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals, and make adjustments when the thickness exceeds the allowable tolerance. When making an adjustment, allow the paving machine to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

334-5.6.4 Hand Spreading: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness of Layers: Construct each course of Type SP mixtures in layers of the thickness shown in 334-1.5.1.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface more than 1 inch deep by spot patching with leveling course mixture, and compact thoroughly.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 lb/yd² or more than 75 lb/yd². The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required (Asphalt Work Category 3), select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required (Asphalt Work Categories 1 and 2), use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheelpaths. The Engineer may waive these requirement where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Make them available at the job site at all times during paving operations for Asphalt Work Category 3 and make them available upon request of the Engineer for Asphalt Work Categories 1 and 2.

334-5.10.3.1 Asphalt Work Category 3:

334-5.10.3.1.1 Acceptance Testing: Straightedge the final Type SP structural layer and friction course layer with a rolling straightedge. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straight edge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Rolling Straightedge Exceptions: Testing with the rolling straightedge will not be required in the following areas: intersections, tapers, crossovers, parking lots and similar areas. In addition, testing with the rolling straightedge will not be performed on the following areas when they are less than 50 feet in length: turn lanes, acceleration/deceleration lanes and side streets. However, correct any individual surface irregularity in these areas that deviates from the plan grade in excess of 3/8 inch as determined by a 15 foot manual straightedge, and that the Engineer deems to be objectionable, in accordance with 334-5.10.4. The Engineer may waive or modify straight edging requirements if no milling, leveling, overbuild or underlying structural layer was placed on the project and the underlying layer was determined to be exceptionally irregular.

334-5.10.3.1.3 Final Type SP Structural Layer: Straightedge the final Type SP structural layer with a rolling straightedge behind the final roller of the paving train. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.2, and retest the corrected areas.

334-5.10.3.1.4 Friction Course Layer: At the completion of all paving operations, straightedge the friction course. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.3. Retest all corrected areas.

334-5.10.3.2 Asphalt Work Categories 1 and 2: If required by the Engineer, straightedge the final structural layer with a rolling straightedge, either behind the final roller of the paving train or as a separate operation. Correct all deficiencies in excess of 5/16 inch in accordance with 334-5.10.4.2. Retest all corrected areas. If the Engineer determines that the deficiencies on a bicycle path are due to field geometrical conditions, the Engineer will waive corrections with no deduction to the pay item quantity.

334-5.10.4 Correcting Unacceptable Pavement:

334-5.10.4.1 General: Correct all areas of unacceptable pavement at no additional cost.

334-5.10.4.2 Structural Layers: Correct deficiencies in the Type SP structural layer by one of the following methods:

- a. Remove and replace the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane.
- b. Mill the pavement surface to a depth and width that is adequate to remove the deficiency. (This option only applies if the structural layer is not the final surface layer.)

334-5.10.4.3 Friction Course: Correct deficiencies in the friction course layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane. Corrections may be waived if approved by the Engineer.

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

- 1) Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
- 2) Asphalt Work Category 2 – Certification and quality control testing by the Contractor as defined in 334-6.3
- 3) Asphalt Work Category 3 – Quality control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Quality Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications, along with supporting test data documenting all quality control testing as described in 334-6.3.1. If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the quality control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material.

334-6.3.1 Quality Control Sampling and Testing Requirements: Perform quality control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Test the mixture on the roadway for density using six-inch diameter roadway cores obtained at a frequency of three cores per day.

Determine the asphalt content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-3.

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| Table 334-3 | |
|--|-------------------|
| Quality Control and Acceptance Values | |
| Characteristic | Tolerance |
| Asphalt Binder Content (percent) | Target \pm 0.55 |
| Passing No. 8 Sieve (percent) | Target \pm 6.00 |
| Passing No. 200 Sieve (percent) | Target \pm 2.00 |
| Roadway Density (average of three cores) | 91.5% Gmm |
| Roadway Density (any single core) | 90.0 % Gmm |

334-6.4 Quality Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform quality control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation ($P_{.8}$ and $P_{.200}$) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-3. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the Project is less than 500 tons, or on Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, first lift of asphalt base course placed on subgrade, miscellaneous asphalt pavement, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lbs/sy. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes, deceleration lanes, or ramps. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The Proposal price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

SECTION 344 – LOCAL AGENCY PROGRAM CONCRETE

344-1 Description.

344-1 General: Construct Local Agency Program (LAP) Concrete based on the type of work as described in the Contract and the Concrete Work Categories as defined below.

344-1.2 Work Categories: Construction of LAP concrete elements will fall into one of the following Concrete Work Categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place or precast elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete requiring a class of concrete specified in FDOT Section 346.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Cement shall conform to the requirements of the AASHTO or ASTM designations. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed. Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 are allowed for LAP concrete.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet current FDOT requirements except that source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet current FDOT requirements.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall meet current FDOT requirements. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the current FDOT requirements.

344-2.2 Material Storage: Use a concrete production facility that meets the following requirements.

344-2.2.1 Cementitious Materials Storage: Provide a separate and clearly labeled weatherproof facility to store each brand or type of cementitious material without mixing or contamination. Provide a suitable, safe and convenient means of collecting cementitious material samples at each storage facility.

344-2.2.2 Aggregate Storage: Provide suitable bins, stockpiles or silos to store and identify aggregates without mixing, segregating or contaminating different grades or types of materials. Identify aggregate type/gradation. Handle the aggregates in a manner to minimize segregation and meet the specification requirements when recovered from storage. Continuously and uniformly sprinkle coarse aggregate with water, for 24 hours preceding introduction into the concrete mix. Timers may be used to facilitate the sprinkling of aggregate stockpiles using an alternating on/off method. However, in no event shall the top surface of the stockpile be permitted to become dry prior to batching of concrete. Moisture probes may be used to determine the moisture content of the aggregate. Ensure that the accuracy of the probe is certified annually and verified weekly. Maintain stored aggregates in a well-drained condition to minimize free water content. Provide access for the Engineer to sample the aggregates from the recovery side of the storage facility.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements: Use concrete production facilities certified by the National Ready-Mixed Concrete Association (NRMCA), approved by the FDOT.

Produce concrete utilizing equipment that is in good operating condition and operated in a manner to ensure a consistent product. When moisture probes are not used, ensure that the concrete production facility determines the free moisture for the coarse and fine aggregates within two hours prior to each day's batching. On concrete placements expected to exceed three hours, perform an additional moisture test approximately half way through the batching operations and adjust batch proportions accordingly.

Ensure that the calibration of the measuring devices of the concrete production facilities meets the requirements of Chapter 531 of the Florida Statutes, and are in accordance with Chapter 9.2 of the FDOT Materials Manual. At least quarterly, ensure that all scales, meters and other weighing or measuring devices are checked for accuracy by a qualified representative of a scale company registered with the Bureau of Weights and Measures of the Florida Department of Agriculture. As an alternative, the producer may have this frequency identified in an FDOT approved QC plan. The accuracy of admixture measuring dispensers will be certified annually by the admixture supplier.

When Volumetric Mixers are used for Category I applications, deliver concrete in accordance with the requirements of Volumetric Mixer Manufacturers Bureau (VMMB) and ensure that the vehicle has a VMMB registered rating plate.

344-3.2 Classes of Concrete: Classes of concrete to be used on the project will be defined in the Contract Documents.

344-3.3 Contractors Quality Control: The Contractor will supply a Quality Control (QC) plan to identify to the Agency how quality will be ensured at the project site. During random inspections the Agency will use this document to verify that the construction of the project is in agreement with his QC plan.

344-3.4 Concrete Mix Design: Before producing any concrete, submit the proposed mix design to the Engineer on a form provided by the Agency. Otherwise, the agency will accept mix designs previously described in an FDOT approved QC plan. In any event, use only concrete mix designs having prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments and substituted material on an Agency approved concrete delivery ticket. The Engineer may disqualify any concrete production facility for non-compliance with specification requirements.

344-3.5 Delivery: For cast-in-place applications, the maximum allowable mixing and agitation time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Agency with each batch of concrete before unloading at the placement site. The delivery ticket shall be printed. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete certifies that the batch was produced in accordance with these Specifications and signs the delivery ticket. The Contractor shall sign the delivery ticket certifying that the concrete was batched, delivered and placed in accordance with these Specifications.

The Contractor shall be responsible for rejecting loads of concrete that do not meet the plastic properties of the approve mix design or the minimum compressive strength requirements.

At the sole option of the Agency, the Engineer may accept concrete at a reduced pay when it is determined that the concrete will serve its intended function.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not place concrete when the temperature of the concrete at placement is below 45°F.

Meet the air temperature requirements for mixing and placing concrete in cold weather as specified in Section 346. During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the concrete and air within the enclosure can be kept above 60°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: Meet the temperature requirements and special measures for mixing and placing concrete in hot weather as specified in Section 346.

When the temperature of the concrete as placed exceeds 75°F, incorporate in the concrete mix a water-reducing retarder or water reducer if allowed by Section 346.

Spray reinforcing steel and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.7 Mixers: Ensure that mixers are capable of combining the components of concrete into thoroughly mixed and uniform mass, free from balls or lumps of cementitious materials, and capable of discharging the concrete uniformly. Operate concrete mixers at speeds per the manufacturer's design. Do not exceed the manufacturer's rated Capacity for the volume of mixed concrete in the mixer, mixing drum, or container.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 yd³ placed in one day and less than 0.5 yd³ placed in a single placement may be accepted using a pre-bagged mixture. The Agency may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete at his discretion to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: Provide a statement of certification from the manufacturer of the precast element that the element meets the quality control and inspection testing requirements of the Contract Documents.

344-3.9.3 Category 3: The Agency will randomly select a sample from each 200 yd³ or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Agency at 28 days to ensure that the design compressive strength has been met. The Agency may, at its discretion, test additional concrete samples to ensure compliance with the specifications.

344-3.10 Records: Maintain the following records for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.
5. For Non Structural LAP concrete the Agency will accept recent NRMCA, VMMA or FDOT inspection records certifying the plant or truck can produce concrete. In addition, documentation will be available at the plant or in the truck showing that action has been taken to correct deficiencies noted during the inspections.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based upon compliance with Production, Mixing and Delivery Requirements specified in 334-3.

344-4.2 Category 2 Work: Precast elements will be accepted based upon certification from the Contractor that the elements were produced by a production facility on the FDOT's current approved plant list. In addition, the producers QC stamp will be displayed on the element.

344-4.3 Category 3 Work: Category 3 work shall be in full compliance with this Specification, and with current FDOT Specifications, Section 346 and associated Contractor Quality Control (QC) specifications governing cast-in-place concrete. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

SECTION 580 - LANDSCAPE INSTALLATION

580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

580-2 Materials. (If Applicable)

580-2.1 Plants:

580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

580-3 Specific Requirements for the Various Plant Designations.

580-3.1 Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):

580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches [100 mm] of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches [38 mm] or greater in diameter and certify such fact on accompanying invoices.

580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and Standards for Nursery Plants."

580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

580-4 Planting Requirements.

580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches [150 mm] in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches [150 mm]. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches [200 mm]. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

580-5 Staking and Guying.

580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches [300 mm] length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch [25 mm] diameter and smaller than 2 inches [50 mm] diameter with a 2 by 2 inch [50 by 50 mm] stake, set at least 2 feet [0.6 m] in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches [50 mm] caliper and smaller than 3 1/2 inches [90 mm] caliper with two 2 by 4 inch [50 by 100 mm] stakes, 8 feet [2.4 m] long, set 2 feet [0.6 m] in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 1/2 inches [90 mm] caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch [50 by 100 by 600 mm] stakes, driven into the ground such that the top of the stake is at least 3 inches [75 mm] below the finished ground.

580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch [50 by 100 mm] wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch [50 by 100 by 300 mm] stake pads.

580-6 Tree Protection and Root Barriers.

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

580-7 Pruning.

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

580-8 Mulching.

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches [75 mm] over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

580-9 Disposal of Surplus Materials and Debris.

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

580-10 Contractor's Responsibility for Condition of the Plantings.

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

580-11 Plant Establishment Period.

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

580-12 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

580-13 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section.

SECTION 15 FORMS

THIS PROPOSAL IS SUBMITTED TO:

Ms. Missy Arocha
Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

The undersigned PROPOSER proposes and agrees, if this Proposal is accepted, to enter into an agreement with The Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

PROPOSER accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to PROPOSER'S, including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for 120 days after the day of Proposal opening. PROPOSER agrees to sign and submit the Agreement with the Bonds and other documents required by the Proposal Requirements within ten days after the date of Village's Notice of Award.

In submitting this Proposal, PROPOSER represents, as more fully set forth in the Agreement, that:

- (a) PROPOSER has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

- (b) PROPOSER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the service.

- (c) PROPOSER has studied carefully all local conditions.
- (d) PROPOSER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by PROPOSER for such purposes.
- (e) PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) PROPOSER has given the VILLAGE written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the VILLAGE is acceptable to PROPOSER.
- (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or corporation to refrain from Proposal; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other PROPOSER or over the VILLAGE.

PROPOSER understands and agrees that this is a unit rate contract. The prices submitted on the Proposal form are to furnish and deliver all of the goods and services complete in place. The drawings provided is a sample of the already existing bridge and should be used as reference only. As such the CONTRACTOR shall furnish all drawings, labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the lump sum of work for the Proposal Price of:

Work to be included for all items:

Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the VILLAGE to complete the work per the specifications and as required shall be included in the above Proposal.

I. NOTES TO PROPOSERS:

1. CONTRACTOR shall fill in the entire Proposal form, No spaces are to be left blank.
2. The VILLAGE reserves the right to add alternates as they so desire to achieve the proper balance between the required goods and services the VILLAGE's available budget.
3. The VILLAGE reserves the right to request per unit/each pricing of materials listed on the Proposal form for clarification or to purchase additional materials.

BASE PROPOSAL: \$ _____

_____ Dollars

(Written Total Base Proposal Price - From Schedule of Cost Analysis/Proposal Bid Form)

5. PROPOSER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.
6. Communications concerning this Proposal shall be addressed to:

PROPOSER: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

- 2 The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY _____, 20__.

If PROPOSER is:

AN INDIVIDUAL

By: _____ (SEAL)

(Individual's Name)

Doing business as: _____

Business address: _____

Phone No: _____ Facsimile No: _____

A PARTNERSHIP

By: _____ (SEAL)

(Firm's Name)

(General Partner)

Business address: _____

Phone No: _____ Facsimile No: _____

A CORPORATION

By: _____

(Corporation Name)

(State of Incorporation)

By: _____

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest: _____
(President) _____

Business address: _____

Phone No: _____ Facsimile No: _____

A JOINT VENTURE

By: _____

(Name)

(Address)

By: _____

(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

_____ a Corporation existing under
the laws of the State of Florida, held on _____, 20____, the following resolution
was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the
Proposal dated, _____, 20____, to the Village of Palmetto Bay and this
Corporation and that their execution thereof, attested by the Secretary of the Corporation, and
with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY

IF JOINT VENTURE

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of
the _____

a corporation existing under the laws of the State of _____, held on
_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of
the Joint Venture be and is hereby authorized to execute the Proposal dated, _____
20____, to the Village of Palmetto Bay official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20_____.

Secretary: _____

(SEAL)

END OF SECTION

PERFORMANCE BOND

PROJECT TITLE: Pedestrian Bridge Construction – Coral Reef Park (the “Project”)

VENDOR :

CONTRACT NO: 1617-12-010

CONTRACT DATED:

STATE OF § _____
§ _____
COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____
_____ Of the Village of _____, County of _____,
and State of _____, as Principal, and _____,
authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds,
as Surety, are held and firmly bound unto The Village of Palmetto Bay, as Obligee, in the penal sum of
_____ Dollars (\$ _____) for the payment whereof, the said
Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and
severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the ____ day of _____, 20____, for the construction of a Pedestrian Bridge at Coral Reef Park (the “Project”), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a Proposal or Proposals for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible Proposer, or, if

Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible Proposer, arrange for a contract between such Proposer and Surety for completion of the Contract in accordance with its terms and conditions, 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 the amounts set forth in the first paragraph hereof.

Village of Palmetto Bay, Florida
DEP Agreement No. T1515
Proposal. No. 1617-12-010

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____

Witness: _____

Address: _____

Address: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Pedestrian Bridge Construction – Coral Reef Park (the “Project”)

VENDOR :

CONTRACT NO: 1617-12-010

CONTRACT DATED:

STATE OF § _____
 § _____
COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the Village of _____, County of _____, State of _____, as Principal, and _____, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for the construction of a Pedestrian Bridge at Coral Reef Park (the “Project”), the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20____.

Witness: _____

Witness: _____

Address: _____

Address: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

15.2 PROPOSAL 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 Village of Palmetto Bay, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal dated, _____ 20__ for: _____.

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check or Proposal Bond in the amount of five percent (5%) of the Base Proposal be submitted with said Proposal as a guarantee that the PROPOSER would, if awarded the Contract, enter into a written Contract with the VILLAGE for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Village of Palmetto Bay and furnishes the Performance and Payment Bonds, satisfactory to the VILLAGE, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Village of Palmetto Bay and the Surety herein agrees to pay said sum immediately, upon demand of the VILLAGE, in good and lawful money of the United States of America, as OFF for failure thereof of said Principal.

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

IN PRESENCE OF:

(Individual or Partnership Principal) _____ (SEAL)

(Business Address)

(Village/State/Zip)

(Business Phone)

ATTEST:

(Corporate Surety)* _____ Secretary

By: _____

*Impress Corporate Seal

IMPORTANT

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

Signed, sealed and delivered

in the presence of:

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary

Public of the State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand

and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

END OF SECTION

15.3 LIST OF PROPOSED SUBCONTRACTORS

PROPOSER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION

NAME AND ADDRESS

OF WORK / LICENSE #

OF SUBCONTRACTOR

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

If, prior to Notice of the Award, the VILLAGE or the CONTRACTOR has reasonable objection to and refuses to accept any CONTRACTOR, Supplier, person or organization listed, the PROPOSER may, prior to Notice of Award, submit an acceptable substitute without an increase in their Proposal price.

END OF SECTION

15.4 PROPOSER QUALIFICATION STATEMENT

The PROPOSER's response to this questionnaire will be utilized as part of the VILLAGE's overall Proposal Evaluation and CONTRACTOR selection.

The following minimum experience is required for this project:

- a) successful completion, verifiable with references, of at least three (3) bridge construction and reconstruction projects performed in Miami-Dade County in the last three years, and
- b) successful completion, verifiable with references, of at least three (3) bridge construction and re-construction projects for governmental agencies in South Florida.
- c) Contractors letter stating years in business and providing licenses to operate in Miami-Dade County and State of Florida.
- d) "Proposal Bid Form" Cost Analysis and bid bond

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List project experience consistent with the requirements stated below.

1. Project Name/Location _____
Project Description _____

Owner Name _____
Contact Person _____
Contact Telephone No. _____
Yearly Budget/Cost _____
Dates of contract From: _____
To: _____

2. Project Name/Location _____
Project Description _____

Owner Name _____
Contact Person _____
Contact Telephone No. _____
Yearly Budget/Cost _____
Dates of contract From: _____
To: _____

3. Project Name/Location _____
Project Description _____

Owner Name _____
Contact Person _____
Contact Telephone No. _____
Yearly Budget/Cost _____
Dates of contract From: _____
To: _____

4. Project Name/Location _____
Project Description _____

Owner Name _____
Contact Person _____
Contact Telephone No. _____
Yearly Budget/Cost _____
Dates of contract From: _____
To: _____

5. Project Name/Location _____
Project Description _____

Owner Name _____
Contact Person _____
Contact Telephone No. _____
Yearly Budget/Cost _____
Dates of contract From: _____
To: _____

15.5 NON-COLLUSION AFFIDAVIT – USE FORM LOCATED IN ANOTHER SECTION

State of _____)

) SS

County of _____)

_____ being first duly sworn deposes and says that:

(1) He/She/They is/are the _____

(Owner, Partner, Officer, Representative or Agent) of

_____ the PROPOSER that has submitted the attached Proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

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

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

Signed, sealed and delivered

in the presence of:

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2017 (year), by _____, the undersigned Notary

Public of The State of Florida, personally appeared and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand

and official seal.

NOTARY PUBLIC:

SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath, or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Number of Pages:

Number of Signatures Notarized:

END OF SECTION

SECTION 16

16.1 PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Proposals on leases of real property to a public entity, may not be awarded to perform Work as a CONTRACTOR, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

16.2 CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. PROPOSER's must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Palmetto Bay or its' agencies.

SECTION CONTINUED NEXT PAGE

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

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

1. This sworn statement is submitted to _____
by _____
for _____ whose
business address is _____ and (if
applicable) its Federal Employer Identification number (FEIN) is _____ (IF the
entity had no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.

2. I understand that a "public entity crime" as defined 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 with the 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 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 Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an 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 Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, 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 prime 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 Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any 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 the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

By: _____

Print Name _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 2017

Personally known _____ or

Produced Identification _____ Notary Public - State of _____
_____ My Commission Expires _____

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

END OF SECTION

SECTION 17

17.1 NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Village of Palmetto Bay Pedestrian Bridge Construction at Coral Reef Park 1617-12-010 in accordance with Contract Documents as prepared by the Village

and

The VILLAGE has considered the Proposal submitted by you for the above described WORK in response to its Advertisement for Proposal and Instruction to PROPOSERS.

You are hereby notified that your Proposal has been accepted for the Design and Construction of a Pedestrian Bridge at Coral Reef Park 1617-12-010. You are required by the Instruction to PROPOSER's to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said VILLAGE will be entitled to disqualify the Proposal, revoke the award and retain the Proposal Security.

BY: _____
Edward Silva

TITLE: VILLAGE MANAGER

Dated this _____ day of _____, 20__.

17.2 ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by a representative of the Prime Contractor, this _____ day of _____, 20__.

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the VILLAGE.

END OF SECTION

SECTION 18

18.1 AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 20__, by and between _____, Party of the First Part, and the Village of Palmetto Bay, Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the plans, materials, and perform all of the Work in manner and form as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof, as if fully contained in the table of contents.
2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Order.
3. That the First Party will abide by the FHWA -1273 federally-aided construction contract provisions.
4. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Proposal Form, in lawful money of the United States, the amount of:

Contract Price \$ _____

Contract Price (in words) _____

5. That the Second Party shall make monthly payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party, Less the unfinished work, which is to be withheld by the Second Party until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the Second Party.
6. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONTRACTOR: _____

WITNESSES:

CONTRACTOR: _____
BY: _____
NAME: _____
TITLE: _____

OWNER: Village of Palmetto Bay

BY: _____

NAME: EDWARD SILVA

TITLE: VILLAGE MANAGER

AUTHENTICATION: _____

BY: _____

BY: _____

NAME: _____

NAME: MISSEL AROCHA

TITLE: VILLAGE ATTORNEY

TITLE: VILLAGE CLERK

APPROVED AS TO FORM:

END OF SECTION

SECTION 19

19.1 NOTICE TO PROCEED

TO: _____ DATE: _____
Contractor

Contractor Representative

Title

PROJECT DESCRIPTION: Design and Construct a Pedestrian Bridge at Coral Reef Park 1617-12-010, in accordance with Contract Documents as prepared by The Village of Palmetto Bay.

You are hereby notified that the above referenced contract is awarded in accordance with the Agreement dated _____, Village of Palmetto Bay.

BY: _____
Edward Silva

TITLE: VILLAGE MANAGER

19.2 ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by a representative of the Prime Contractor, this _____ day of _____, 20__.

BY: _____

TITLE: _____

END OF SECTION

SECTION 20

20.1 ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for Village of Palmetto Bay, **Pedestrian Bridge Construction at Coral Reef Park Project No. 1617-12-010**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor Name(s))

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

SIGNATURE

END OF SECTION

SECTION 21 PROCESSING OF APPLICATION FOR PAYMENT

Cut-off date is the close of the Work day of the final Friday of each month. CONTRACTOR shall submit by the first Friday of each month CONTRACTOR's completed Application for Payment for the previous period. VILLAGE must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, CONTRACTOR shall submit his application on the next workday.

CONTRACTOR is advised that processing of draws must follow this schedule, as the VILLAGE has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

END OF SECTION

ATTACHMENTS PRESENTED AS SEPARATE .PDF FILES

- **APPENDIX “A”** – SAMPLE OF PLANS CREATED FOR CURRENT PEDESTRIAN BRIDGE
- **APPENDIX “B”** – FHWA – 1273 REQUIRED CONTRACT PROVISIONS
- **APPENDIX “C”** – PROPOSAL BID FORM/COST ANALYSIS