

TABLE OF CONTENTS

PART 1

SECTION I INSTRUCTIONS TO BIDDERS.....5

1. DEFINED TERMS 5

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

3. QUALIFICATIONS OF BIDDERS..... 5

4. EXAMINATION OF BID DOCUMENTS 6

5. SPECIFICATIONS..... 6

6. BID FORMS 7

7. MODIFICATION AND WITHDRAWAL OF BIDS..... 7

8. REJECTION OF BIDS 7

9. OPENING OF BIDS..... 8

10. BIDS TO REMAIN OPEN 8

11. AWARD OF CONTRACT 8

12. INSURANCE10

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

14. CONTRACT TIME12

15. SAFETY.....13

16. WARRANTIES.....13

17. RISK OF LOSS.....14

18. PERMITS, FEES AND NOTICES.....14

19. DELAYS AND EXTENSIONS OF TIME15

20. DEFAULT15

21. TERMINATION FOR CONVENIENCE OF THE TOWN15

22. ASSIGNMENT15

23. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS15

24. EQUAL EMPLOYMENT OPPORTUNITY REQUIRMENT INFORMATION.....15

25. BID SECURITY15

26. PAYMENT AND PERFORMANCE BONDS16

27. INDEMNIFICATION17

28. TAXES17

29. INSPECTION AND AUDIT RIGHTS.....17

30. CONFLICT OF INTEREST	17
31. NON-COLLUSIVE AFFIDAVIT.....	18
41. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS.....	20
SECTION II CONSTRUCTION SERVICES - GENERAL CONDITIONS	22
1. DEFINITIONS.....	22
2. ACRONYMS.....	22
SECTION III PRELIMINARY MATTERS.....	22
1. DELIVERY OF BONDS AND INSURANCE	22
2. COMMENCEMENT OF CONTRACT TIME; EFFECTIVE DATE; NOTICE TO PROCEED.....	22
3. PRECONSTRUCTION CONFERENCE	22
4. FINALIZING SCHEDULES	22
SECTION IV CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE	22
1. ENTIRE CONTRACT	22
2. INTENT	22
3. CONFLICT, ERROR OR DISCREPANCY	22
4. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS.....	22
5. SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS	22
6. REUSE OF DOCUMENTS.....	22
SECTION V AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS	22
1. AVAILABILITY OF LANDS.....	22
2. PHYSICAL CONDITIONS	22
3. REFERENCE POINTS.....	22
4. HAZARDOUS ENVIRONMENTAL CONDITIONS.....	22
SECTION VI CONTRACTOR’S RESPONSIBILITIES.....	22
1. SUPERVISION AND SUPERINTENDENCE.....	22
2. RESIDENT SUPERINTENDENT	22
3. LABOR, MATERIALS AND EQUIPMENT.....	22
4. SUBSTITUTES OR “OR EQUAL” ITEMS.....	22
5. CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHERS.....	22
6. PATENT FEES AND ROYALTIES.....	22
7. PERMITS.....	22
8. LAWS AND REGULATIONS.....	22
9. TAXES	22
10. USE OF PREMISES.....	22

11. RECORD DOCUMENTS.....	22
12. SAFETY AND PROTECTION.....	22
13. EMERGENCIES	22
14. CONTINUING THE WORK.....	22
15. INDEMNIFICATION	22
16. LIABILITY FOR USE OF WORK FOR INTENDED PURPOSES	22
SECTION VII OTHER WORK.....	22
1. RELATED WORK AT SITE.....	22
SECTION VIII THE TOWN’S RESPONSIBILITIES.....	22
SECTION IX CEI’S STATUS DURING CONSTRUCTION.....	22
1. THE TOWN’S REPRESENTATIVE	22
2. VISITS TO SITE	22
3. TECHNICAL CLARIFICATIONS AND INTERPRETATIONS.....	22
4. AUTHORIZED VARIATIONS IN WORK	22
5. REJECTING DEFECTIVE WORK	22
6. DECISIONS ON DISPUTES.....	22
7. CHANGE ORDERS	22
8. DETERMINATIONS FOR UNIT PRICE WORK	22
9. DECISION ON REQUIREMENTS OF CONTRACT DOCUMENTS AN ACCEPTABILITY OF WORK	22
10. LIMITATIONS ON CEI’S RESPONSIBILITIES.....	22
SECTION X CHANGES IN THE WORK.....	22
SECTION XI CHANGE OF CONTRACT PRICE	22
1. GENERAL	22
2. COST OF THE WORK	22
3. NOT INCLUDED IN THE COST OF THE WORK.....	22
4. CONTRACTOR’S FEE.....	22
5. COST BREAKDOWN REQUIRED.....	22
SECTION XII CONTRACT TIME	22
1. COMMENCEMENT	22
2. CHANGE OF CONTRACT TIME	22
3. LIQUIDATED DAMAGES	22
SECTION XIII WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....	22

1. WARRANTY AND GUARANTEE.....	22
2. ACCESS TO WORK.....	22
3. TESTS AND INSPECTION.....	22
4. UNCOVERING THE WORK	22
5. THE TOWN MAY STOP THE WORK	22
6. CORRECTION OR REMOVAL OF DEFECTIVE WORK.....	22
7. ONE YEAR CORRECTION PERIOD	22
SECTION XIV PAYMENTS TO CONTRACTOR AND COMPLETION	22
1. SCHEDULE OF VALUES	22
2. APPLICATION FOR PROGRESS PAYMENT	22
3. CONTRACTOR’S WARRANTY OF TITLE.....	22
4. REVIEW OF APPLICATIONS FOR PROGRESS PAYMENTS.....	22
5. GROUNDS FOR REFUSAL	22
6. FINAL APPLICATION FOR PAYMENT	22
7. FINAL PAYMENT AND ACCEPTANCE	22
8. CONTRACTOR’S CONTINUING OBLIGATION	22
9. WAIVER OF CLAIMS	22
10. THE TOWN MAY SUSPEND WORK	22
11. THE TOWN MAY TERMINATE	22
12. TERMINATION FOR CONVENIENCE OF THE TOWN	22
13. TERMINATION BY CONTRACTOR.....	22
SECTION XV NOTICES & COMPUTATION OF TIME	22
1. GIVING NOTICE	22
2. COMPUTATION OF TIME	22
SECTION XVI MISCELLANEOUS.....	22
SECTION XVII BONDS AND INSURANCE	22
1. CONSTRUCTION, PAYMENT AND PERFORMANCE BONDS.....	22
2. BONDS, REDUCTION AFTER FINAL PAYMENT	22
3. DUTY TO SUBSTITUTE SURETY	22
4. INSURANCE	22
5. THE TOWN’S LIABILITY AND INSURANCE.....	22

SECTION I INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

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

2. COPIES OF BIDDING DOCUMENTS

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

3. QUALIFICATIONS OF BIDDERS

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

3.2 Bidder’s experience and references, including but not limited to, the reputation, integrity, character, experience, skill and ability of the Bidder, the quality of performance of Bidder under previous contracts, any Sub-Contractors and other persons providing labor or materials to Bidder. The character, integrity, reputation and experience of the bidder and/or its principals and/or officers. Bidder shall provide resume of key personnel to be assigned to the project.

3.3 Bidder’s qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the Work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.

3.4 Past performance record and the quality and performance of Bidder on previous contracts of a similar nature. Bidder must demonstrate with narrative description and have completed a minimum of three (3) similar municipal or governmental recreational or park projects within the past five (5) years, with a minimum contract value of \$1,000,000. Bidder shall provide a minimum of least three (3) references for similar projects completed within the past five (5) years.

3.5 Previous and existing compliance by Bidder with laws, ordinances and regulations of the Town

relating to a similar contract or work.

3.6 Bidder possesses and holds all required licenses, permits and certifications required to perform the Work, including a State of Florida general contractor's license and/or Miami-Dade County Certificate of Competency, and shall submit evidence of same with its Bid.

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

3.8 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Town, or who is deemed irresponsible or unreliable by the Town.

3.9 As part of the Bid evaluation process, the Town may conduct a background investigation including a record check by the Medley Police Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. The Town shall be the sole judge in determining Bidders qualifications.

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

4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidders observations with the Bid Documents; and (d) notify the Town's Contract Administrator of all conflicts, errors and discrepancies in the Bid Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Paragraph, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2 Items shown on the Engineering Drawings but not noted in the Specifications, and items noted in the Specifications but not shown on the Engineering Drawings, are to be considered as both shown on the Engineering Drawings and noted in the Specifications. Any errors or omissions in the Specifications or on the Engineering Drawings, as to the standards of the Work, shall not relieve the Successful Bidder of the obligation to furnish a satisfactory first class job in strict conformity with the best practice found in structures or in the Work of a similar type. The failure of the Bidder to direct the attention of the Contract Administrator to errors or discrepancies will not relieve the Bidder, should Bidder be awarded the Contract, of the responsibility of performing the Work to the satisfaction of the Town.

5.3 Where there appears to be a conflict between the General Conditions, Technical Specifications and any amendment issued, the order of precedence shall be the last amendment, the Specifications and then the General Conditions.

6. BID FORMS

6.1 The Bid Forms are included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

6.2 The Bid must be signed by one duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

6.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

6.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

7. MODIFICATION AND WITHDRAWAL OF BIDS

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

8. REJECTION OF BIDS

8.1 To the extent permitted by applicable laws and regulations, the Town reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any

kind.

8.2 The Town reserves the right to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Town to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town.

8.3 More than one Bid received for the same Work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same Work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

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

9. OPENING OF BIDS

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

10. BIDS TO REMAIN OPEN

10.1 All Bids shall remain open for one hundred and twenty (120) days after the day of the Bid opening, but the Town may, at its sole discretion, release any Bid and return the Bid Security prior to that date. Each Bidder agrees to abide by the unit prices or lump sum amount quoted as the Total Base Bid in the Bid Forms for one hundred and twenty (120) days from the date of Bid opening.

10.2 Extensions of time when Bids shall remain open beyond the one hundred and twenty (120) day period may be made only by mutual written Contract between the Town, the successful Bidder and the surety, if any, for the successful Bidder.

11. AWARD OF CONTRACT

11.1 If the Contract is to be awarded, it will be awarded to the lowest responsible and responsive Bidder whose Bid conforms to the required minimum requirements of the Bid Documents and is most advantageous to the Town, and not necessarily to the lowest Bidder.

11.2 Criteria utilized by the Town for determining the required minimum qualifications of the Bidder (refer to Section 3) and lowest responsible and responsive Bidder includes, but is not limited to the following:

- A. Bidder's experience and references, including but not limited to, the reputation, integrity, character, experience, skill and ability of the Bidder, the quality of performance of Bidder under previous contracts, any Sub-Contractors and other persons providing labor or materials to Bidder. The character, integrity, reputation and experience of the bidder and/or its principals and/or officers. Bidder shall provide resume of key personnel to be assigned to the project.

11.3

- A. Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the Work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- B. Past performance record and the quality and performance of Bidder on previous contracts of a similar nature. Bidder must demonstrate with narrative description and have completed a minimum of three (3) similar municipal or governmental recreational or park projects within the past five (5) years, with a minimum contract value of \$1,000,000. Bidder shall provide a minimum of least three (3) references for similar projects completed within the past five (5) years.
- C. Previous and existing compliance by Bidder with laws, ordinances and regulations of the Town relating to a similar contract or work.
- D. Bidder possesses and holds all required licenses, permits and certifications required to perform the Work, including a State of Florida general contractor's license and/or Miami-Dade County Certificate of Competency, and shall submit evidence of same with its Bid.
- E. Price.
- F. Such other information as deemed by the Town to be reasonably related to the ability of the Bidder to provide the work required.

11.3 The Town Mayor and/or Town Engineer will appoint a Selection Committee to review and evaluate all Bids received and establish a ranking and/or short list of qualified Bidders deemed to be qualified and the lowest responsive and responsible bidders to perform the Work in accordance with the criteria set forth in these Bid Documents. The Selection Committee during its evaluation process reserves the right to contact references and to verify information submitted by any Bidder. The Selection Committee may also request oral presentations as well as clarification or information from the Bidders. The Town Engineer may submit a recommended firm or short list or a combination of a recommended firm and the short list to the Town Council and the Town Council shall make the final selection of the Bidder and Contract award. The Town Engineer may request oral presentations to the Town Council from the Bidders

11.4 In awarding a Contract pursuant to a Bid, the Town Council shall consider all of the foregoing criteria and in addition thereto may consider other facts or circumstance in awarding a Contract. The Town Council shall not be required to award a Contract to the lowest Bidder nor shall it be required to award a Contract at all. The Town Council at all times shall have the right, in its sole and absolute discretion, to waive any informality in any Bid proposal, to increase or decrease the quantities shown in the Bid Form, or the Town may reject any and/or all Bids. The Town reserves the right to reject any or all Bids prior to award. Reasonable efforts will be made to either award the Contract or reject all Bids within one hundred and twenty (120) days after Bid opening date. A Bidder may not withdraw its Bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) days from the date of Bid opening. A Bidder may withdraw its Bid after the expiration of one hundred and twenty (120) days from the date of Bid opening by delivering written notice of withdrawal to the Town prior to award of the Contract by the Town Council.

11.5 Notwithstanding the foregoing, if the Project is funded, in whole or in part, by federal or Florida Department of Transportation or other federal and/or state administered funds, then the federal and state provisions for awarding a Contract shall apply.

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

11.7 If applicable, the Bidder to whom award is being recommended shall execute a written contract prior to contract award. If the Bidder fails to enter into a contract as herein provided the recommended award will be to the next lowest Bidder who is responsible and responsive in the opinion of the Town. Such Bidder shall fulfill every stipulation embraced herein as if it were the original party to whom the award was made.

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

12. INSURANCE

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

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

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

- A. Worker's Compensation Insurance for statutory Obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's

Liability Insurance shall be provided with a minimum of One Hundred Thousand Dollars (\$1,000,000) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

- B. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the Work with the following minimum limits of liability:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

14. CONTRACT TIME

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

14.2 The number of days, which the Work is to be completed or goods are to be provided, is 182 consecutive calendar days for Substantial Completion and 210 consecutive calendar days for Final Completion from the date of issuance of the Notice To Proceed.

14.3 By virtue of the submission of its Bid, Bidder agrees and fully understands that the completion time of the Work of the Contract is an essential and material condition of the contract and that time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the Work within the

time period specified shall be considered a default.

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

15. SAFETY

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

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

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

15.3 All open excavations made in the earth shall be performed in compliance with the State of Florida Trench Safety Act, OSHA 29 CFR 1926.650, Subpart P (Chapter 90-96, Laws of Florida). The Contractor shall appoint a **competent person**, in accordance with Subpart P, who shall be present at the jobsite. **Competent person** shall mean one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

16. WARRANTIES

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

16.2 Warranty of Specifications: The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

16.3 Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

16.4 Warranty of Material and Workmanship: The Successful Bidder warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the Town, if within one (1) year after acceptance by the Town, or within such larger period of time as maybe prescribed bylaw any of

Part 1- 13

the Work is found to be defective or not in accordance with the Contract Documents, the Successful Bidder shall after receipt of a written notice from the Town to do so, promptly correct the Work unless the Town has previously given the Successful Bidder a written acceptance of such condition.

16.5 The Successful Bidder warrants to the Town that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract, and holds and possesses all required licenses, certifications and permits to perform the Work.

16.6 The Successful Bidder warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

16.7 The Successful Bidder warrants to the Town that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.

16.8 The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the Work of the Contract.

16.9 All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the Town and the successors and assigns of the Town.

17. RISK OF LOSS

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

18. PERMITS, FEES AND NOTICES

18.1 In accordance with the Public Bid Disclosure Act, Section 281.80, Florida Statutes, the Town shall disclose all Town permit fees associated with the Work. The Town will not charge for any building permits required from the Town for the Work. The Successful Bidder shall secure and be responsible for any and all permits and licenses, and pay all fees, that may be required for the proper execution and completion of the Work, as may be required from Miami-Dade County, State and federal agencies. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Contract Administrator without delay.

18.2 The Successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Town shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

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

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

with the Town, and be displayed on the job site prior to the first inspection.

19. DELAYS AND EXTENSIONS OF TIME

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

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

20. DEFAULT

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

21. TERMINATION FOR CONVENIENCE OF THE TOWN

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

22. ASSIGNMENT

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

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

Notice is hereby given that the Successful Bidder must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the Work. Ignorance on the part of the Bidder will in no way relieve him/her from the responsibility of compliance therewith.

24. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION

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

25. BID SECURITY

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

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

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

26. PAYMENT AND PERFORMANCE BONDS

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

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

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

27. INDEMNIFICATION

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

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

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

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

28. TAXES

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

29. INSPECTION AND AUDIT RIGHTS

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

30. CONFLICT OF INTEREST

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

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

31. NON-COLLUSIVE AFFIDAVIT

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

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

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

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

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

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

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

34. LOCATION OF UTILITIES. The Successful Bidder and Contractor shall be responsible for determining the location, character and depth of all utilities. Within two (2) days before digging, if applicable, Contractor shall notify Sunshine Once Call: (800) 432-4770 to find out where buried utilities (electric, gas, telephone, cable, water, sewer facilities) are located within the Town as required by Chapter 556, Florida Statutes. At points where the Contractor's operations are adjacent to utility facilities which if damaged, might result in expense, loss and disruption of service or other undue inconvenience to the public or to the owner, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain

the name, address and telephone number of each utility company to contact. The Contractor shall be solely and directly responsible to the owner and operators of such utilities for any damage, injury, expense, loss, inconvenience or delay caused by the Contractor's operations.

35. ACCESS TO PUBLIC RECORDS.

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

36. OWNERSHIP AND REUSE OF DOCUMENTS.

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

37. SEVERABILITY.

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

38. WAIVER OF JURY TRIAL AND VENUE.

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

39. ATTORNEYS' FEES.

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

40. CONE OF SILENCE.

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

41. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

41.1 The following is a summary of documents, copies of which may be included in the Bid Documents, which are to be completed and submitted by Bidders:

- A. Bidder acknowledgement
- B. Bid Form
- C. Bid Proposal
- D. Notice to All Bidders
- E. List of Major Subcontractors
- F. General Information Required of Bidder
- G. Solicitation, Giving and Acceptance of Gifts Policy
- H. Drug Free Workplace Program
- I. Bidder’s Certification
- J. Certified Resolution
- K. Certification of Insurance
- L. Non-Collusive Affidavit
- M. Foreign (Non-Florida) Corporations Must Complete
- N. Qualification Statement
- O. Acknowledgement of Conformance with OSHA Standards

- P. Trench Safety Compliance
- Q. References
- R. Bid Bond or Security
- S. Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder
- T. Public Entity Crime Affidavit

ITB 2015-001

PROJECT DESCRIPTION: Town of Medley Capital Improvements Project Number PR-1301, Danny Meehan Recreational Field (DMRF) Improvements

The Contractor must furnish all supervision, labor, materials, tools, equipment, and perform all operations required to construct the Town of Medley Capital Improvements Project Number PR-1301, Danny Meehan Recreational Field (DMRF) Improvements in accordance with the Contract Documents and as described in the Drawings, General Notes, and Technical Specifications prepared by Atkins North America, Inc. Work includes, but is not limited to, the construction of a public recreational facility within the 2 acres public park to include paved parking, drainage, lighting, athletic fields, playgrounds, assembly space, green play space, sporting activities areas (soccer field, basketball courts, etc.), walkways/exercise trail with fitness stations, and landscaping improvements

SCHEDULE OF EVENTS

It is important that Bidder agrees and fully understands that time is of the essence in completing the following schedule of events, pertaining to the requirements of this Bid, prior to the issuance of the Notice to Proceed. The tentative schedule of events, relative to the Bid shall be as follows:

Event	Description	Date
1.	Advertisement for Bids	02/23/15
2.	Pre-Bid Conference	03/11/15
3.	Last day to submit Requests for Information (RFI's)	03/18/15
4.	Opening of Bids	03/26/15
6.	Award of Project by the Town Council	04/20/15
7.	Notice of Award given to Contractor	04/22/15
8.	Contract Documents execution by the Successful Bidder and submission of Certificate of Insurance to the Contract Administrator; Payment / Performance Bonds executed by Contractor and submitted to the Contract Administrator	05/06/15
9.	Final approval by the Town Attorney and Contract Documents Execution by the Mayor of the Town of Medley	05/07/15
10.	Notice to Proceed issued to Contractor	05/11/15
11.	Substantial Completion (Beneficial Use)	11/09/15
12.	Final Completion of Punch List items (210 Calendar days)	12/07/15