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**BID FORM**

**FOR BID NO. \_\_\_\_\_**

Town of Medley Public Works Facility planning Site Improvements.

The work shall include demolition and removal of concrete slabs, bins, asphalt surfaces and aluminum shade structure.

Construction and installation of new slabs, concrete bin, fence with rolling access gate, Pre-engineered Metal Building, and parking stripes.

Date: \_\_\_\_\_, 2016

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

Mr. Martell,

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

the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, General and Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

6. Bidder proposes and agrees, if this Proposal is accepted, to contract with the Town, in the form of contract specified, to furnish all necessary materials, all necessary equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings, General Notes and Technical Specifications and in the manner specified.

7. Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract.

8. Bidder has given the Town written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Project Manual and the written resolution thereof by the Town or its representative is acceptable to Bidder.

9. Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds each in the amount of one-hundred percent of the Contract price, within ten (10) consecutive calendar days after written notice being given by the Town of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the fifteen (15) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying his bid and the money payable thereon shall be paid to the Town as liquidation of damages sustained by the Town; otherwise, the check accompanying the Bid shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed. (Note: should the tenth consecutive calendar day fall on a Saturday, Sunday or legal holiday observed by the Town or Bidder, then the final day to execute a contract and furnish satisfactory Performance and Payment Bonds shall be extended to the next immediate following business day).

10. The undersigned agrees to accept in full compensation therefore the total of the lump sum prices for the items named in the Bid Proposal, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Technical Specifications.

Bidder's Certificate of Competency No. \_\_\_\_\_

Bidders Occupational License No. \_\_\_\_\_

Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Attached hereto is (check one) a:

\_\_\_\_\_ Cashier's check for the sum of \$\_\_\_\_\_ U.S. Dollars or

\_\_\_\_\_ Bid Bond for the Sum of \$\_\_\_\_\_ U.S. Dollars

Made payable to the Town of Medley, Florida

\_\_\_\_\_  
(Name of Bidder) (Affix Seal)

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
(Title of Officer)

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

Communications concerning this Bid shall be addressed to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

- (a) Attachment 1: List of Major Sub Contractors
- (b) Attachment 2: Bid Proposal
- (c) Attachment 3: Notice to all Bidders
- (d) Attachment 4: List of Sub-Contractors
- (e) Attachment 5: General Information Required of Bidder
- (f) Attachment 6: Solicitation, Giving, and Acceptance of Gift Policy
- (g) Attachment 7: Drug-Free Workplace Program
- (h) Attachment 8: Bidder's Certification
- (i) Attachment 9: Certified Resolution (corporation, partnerships)
- (j) Attachment 10: Certificate(s) of Insurance
- (k) Attachment 11: Non-Collusive Affidavit
- (l) Attachment 12: Bidder's Foreign (Non-Florida) corporate statement References
- (m) Attachment 13: Bidder's Qualification Statement
- (h) Attachment 14: Conformance with OSHA Standards
- (i) Attachment 14: Trench Safety Act Compliance
- (j) Attachment 15: Construction Engineering and Inspection Services Company Notice
- (k) Attachment 16: References
- (l) Attachment 17: Bid Bond

**BID PROPOSAL**

**FOR BID NO.** \_\_\_\_\_

Town of Medley Public Works Facility planning Site Improvements.

The work shall include demolition and removal of concrete slabs, bins, asphalt surfaces and aluminum shade structure.

Construction and installation of new slabs, concrete bin, fence with rolling access gate, Pre-engineered Metal Building, and parking stripes.

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

Contractor to fill Description of work breakdown;

<b>Item No.</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (\$)</b>	<b>Extended Cost(\$)</b>
1					
2					
3					
4					

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

**BID PROPOSAL FOR**  
**BID NO. \_\_\_\_\_**

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Extended Cost(\$)
5					
6					
7					
8					

Written Bid Amount:

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The total contract time is \_\_\_\_\_ calendar days.

\_\_\_\_\_  
 Name of Bidder

\_\_\_\_\_  
 Signature of Bidder



**NOTICE TO ALL BIDDERS**

THE TOWN OF MEDLEY RESERVES THE RIGHT TO WAIVE ANY INFORMALITY IN ANY BID, TO REJECT ANY AND ALL BIDS, AND TO DELETE ANY PART OF ANY OF ABOVE ITEMS.

**AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM.**

The Bidder further proposes and agrees to begin work with an adequate force and with sufficient equipment and facilities on the date stated in the written Notice issued and served upon him by the Owner and to complete the work included in this Proposal within the time stipulated in the Agreement, including delivery time for materials and equipment, installation, start-up and inspections.

BIDDER HEREBY ACKNOWLEDGES RECEIPT OF ADDENDA BY NUMBER AND DATE ON THIS PAGE.

ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____
ADDENDUM NO. _____	DATE _____

**LIST OF MAJOR SUB-CONTRACTORS**

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

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

The Bidder expressly agrees that:

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

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

CONTRACTOR \_\_\_\_\_

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

**GENERAL INFORMATION REQUIRED OF BIDDER**

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Bid Proposal informal and may cause its rejection. Additional sheets shall be attached as required.

(1) Contractor's name and address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) Contractor's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Primary E-mail Address: \_\_\_\_\_

(4) Contractor's license: Primary classification: \_\_\_\_\_

Dade County License No.: \_\_\_\_\_

Supplemental classifications held, if any: \_\_\_\_\_

(5) Number of years as a Contractor in construction work of type: \_\_\_\_\_

(6) Name of person who inspected site of proposed work for your firm:

\_\_\_\_\_

Date of inspection: \_\_\_\_\_

(7) Three projects of this type and complexity recently constructed by bidder:

Contract Amount	Type of Project	Date Completed	Owner's Name & Address

NOTE: If requested by the Owner, the Bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

## SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. -“No public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.” “... the term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

The Town of Medley policy prohibits all public officers, elected or appointed, all employees, and their families from accepting gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

- Real property, or its use.
- Tangible or intangible personal property, or its use.
- A preferential rate or terms on a debt, loan, goods, or services.
- Forgiveness of an indebtedness.
- Transportation, lodging, or parking.
- Membership dues.
- Entrance fees, admission fees, or tickets to events, performances, or facilities.
- Plants, flowers, or floral arrangements.
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the Town of Medley has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this statute and policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Date

**DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Date

**BIDDER'S CERTIFICATION**

**WHEN BIDDER IS AN INDIVIDUAL**

In witness whereof, the Bidder has executed this Bid Form this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_  
Signature of Individual/Title

\_\_\_\_\_

Witness: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA**

**COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,

by who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

**BIDDER'S CERTIFICATION**

**WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM**

In witness whereof, the Bidder has executed this Bid Form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name of Corporation, Partnership, Firm

\_\_\_\_\_  
Signature of Town

\_\_\_\_\_  
Witness: \_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Town/State/Zip

Business Phone Number: \_\_\_\_\_

**ACKNOWLEDGEMENT**

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Name of Notary Public:

Print, Stamp, or type as Commissioned



ACKNOWLEDGEMENT

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

**CERTIFIED RESOLUTION**

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name) the duly elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such Bond is required, to the Town of Medley and such other instruments in writing as maybe necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing Resolution.

The Town of Medley shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

By: \_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Corporate Title

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the Town of Medley that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

**CERTIFICATE OF INSURANCE**

This is to certify that the \_\_\_\_\_  
(Insurance Company)

Address \_\_\_\_\_  
of \_\_\_\_\_

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the

\_\_\_\_\_ (hereinafter sometimes called the Town) until thirty (30) days after written notice of such cancellation or change has been delivered to the CEI.

Insured \_\_\_\_\_

Address \_\_\_\_\_

Status of Insured: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual

Location of Operations Insured \_\_\_\_\_

Description of Work:

Town of Medley Public Works Facility planning Site Improvements.

The work shall include demolition and removal of concrete slabs, bins, asphalt surfaces and aluminum shade structure.

Construction and installation of new slabs, concrete bin, fence with rolling access gate, Pre-engineered Metal Building, and parking stripes.

**INSURANCE POLICIES IN FORCE:**

<b><u>Forms of coverage</u></b>	<b><u>Policy Number</u></b>	<b><u>Exp. Date</u></b>
* Workers Comp./Employers Liability	_____	_____
+ Comprehensive Automobile Liability	_____	_____
° Comprehensive General Liability	_____	_____
+Excess Liability	_____	_____
Other (Please specify type: _____)		

**POLICY INCLUDES COVERAGE FOR:**

	<u>YES</u>	<u>NO</u>
1. Additional Insured: Town, EOR, and CEI	_____	_____
2. *Liability under the United States Longshoremen's and Harbor Workers Compensation Act	_____	_____
3. + All owned, hired or non-owned automotive Equipment used in connection with work Done for the Town.	_____	_____
4. ° Contractual Liability	_____	_____
5. ° Damage caused by explosion, collapse or Structural injury and damage to underground Utilities	_____	_____
6. ° Products/Completed Operations	_____	_____
7. ° Town's and Contractors Protective Liability	_____	_____
8. ° Personal injury Liability	_____	_____
+ Excess Liability applies excess of:	_____	_____
(a) Employers Liability	_____	_____
(b) Comprehensive General Liability	_____	_____
(c) Comprehensive Automobile Liability	_____	_____

<b>TYPES OF POLICY</b>	<b>FORMS OF COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
Workers' Compensation	Bodily Injury	\$_____ Statutory
Employers Liability	Bodily Injury	\$_____ Each Accident
	Disease	\$_____ Each Person
	Disease	\$_____ Policy Limit
Comprehensive Auto Liability	Combined Single Limit BI/PD	\$_____ Each Accident
Comprehensive General Liability	Bodily Injury	\$_____ Each Occurrence
	Property Damage	\$_____ Aggregate
		\$_____ Each Occurrence
		\$_____ Aggregate

OR

Combined Single  
Limit BI/PD

\$ \_\_\_\_\_ Each  
Occurrence  
\$ \_\_\_\_\_ Aggregate

Excess Liability

Combined Single  
Limit BI/PD

\$ \_\_\_\_\_ Aggregate

Other

The Insurance Company hereby agrees to deliver, within ten (10) days from the date hereof, two (2) certified copies of the above policies to the CE when so requested and two (2) certified copies of the above policies to the Town Attorney when so requested.

Note: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date: \_\_\_\_\_

(SEAL) \_\_\_\_\_

Insurance Company

Issued at \_\_\_\_\_

Authorized Representative

Insurance Agent or Company

- Send three (3) copies to:

**Town of Medley  
7777 N.W. 72<sup>nd</sup> Avenue  
Medley, FL 33166  
Attention: Herlina Taboada, Town of Medley Clerk**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

ACKNOWLEDGEMENT

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

---

NOTARY PUBLIC

---

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

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

DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

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

Section 607.1501 Authority of foreign corporation to transact business required.

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

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

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



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

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

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

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

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

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

(II)  Sole Proprietorship or Self-Employed.

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

\_\_\_\_\_  
BIDDER'S CORRECT LEGAL NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF BIDDER

**QUALIFICATION STATEMENT**

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

SUBMITTED TO:                   Town of Medley  
  (Contract Administrator)

ADDRESS:                         7777 N.W. 72<sup>nd</sup> Avenue  
  Medley, Florida 33166

SUBMITTED BY: \_\_\_\_\_

CIRCLE ONE  
Corporation  
Partnership  
Individual  
Other

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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

The correct name of the Bidder is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

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

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

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

---

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

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

---

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

---

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

8. Do you have a complete set of documents, including drawings and addenda?

(Y) \_\_\_\_\_ (N) \_\_\_\_\_

9. Have you personally inspected the site of the proposed Work? \_\_\_\_Yes \_\_\_\_No

10. Did you attend the Pre-Bid Conference if such conference was held? \_\_\_\_Yes \_\_\_\_No

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

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

---

Signature

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

**ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS**

TO THE TOWN OF MEDLEY:

We, \_\_\_\_\_, hereby acknowledge and agree that as Contractors for the construction of

**Town of Medley Public Works Facility planning Site Improvements.**

**The work shall include demolition and removal of concrete slabs, bins, asphalt surfaces and aluminum shade structure.**

**Construction and installation of new slabs, concrete bin, fence with rolling access gate, Pre-engineered Metal Building, and parking stripes.**

within the limits of the Town of Medley, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the Town of Medley, Florida, and its Consulting Engineers against any and all legal liability or loss the Town or its Consulting Engineers may incur due to \_\_\_\_\_ failure to comply with such act.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
NAME

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
DATE

**TRENCH SAFETY ACT COMPLIANCE**

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 *et. seq.* which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bids, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of costs of compliance with the applicable trench safety standards as well as the methods of compliance:

Methods of Compliance

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(fill in methods)

Total \$ \_\_\_\_\_

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Town, EOR and CEI are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 *et. seq.* cited as the "Trench Safety Act". Bidder is, and the Town, CEI and EOR are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

\_\_\_\_\_  
Signature of Authorized Representative (Manual)

\_\_\_\_\_  
Name of Authorized Representative (Typed or Printed)

Sworn to and subscribed before me in the State and County first mentioned above on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (affix seal)

\_\_\_\_\_  
My Commission Expires:

**REFERENCES**

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

Bidder (companyname): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Number of years in business: \_\_\_\_\_ Years

Address of nearest facility: \_\_\_\_\_

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

1.    Company Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Telephone No: \_\_\_\_\_  
      Contact  
      Person: \_\_\_\_\_ Title: \_\_\_\_\_  
      E-mail Address: \_\_\_\_\_
  
2.    Company Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Telephone No: \_\_\_\_\_  
      Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
      E-mail Address: \_\_\_\_\_
  
3.    Company Name: \_\_\_\_\_  
      Address: \_\_\_\_\_  
      Telephone No: \_\_\_\_\_  
      Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
      E-mail Address: \_\_\_\_\_

**BID BOND**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal and as Surety are held and firmly bound unto the Town of Medley, a municipal corporation of the State of Florida in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_ for:

Project Description:

**Town of Medley Public Works Facility planning Site Improvements.**

**The work shall include demolition and removal of concrete slabs, bins, asphalt surfaces and aluminum shade structure.**

**Construction and installation of new slabs, concrete bin, fence with rolling access gate, Pre-engineered Metal Building, and parking stripes.**

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate.
2. If said Bid shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its Bond shall be in no way impaired or affected by any extension of time within which said Town may accept such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and the corporate seal of each corporate party



being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

\_\_\_\_\_  
(Individual or Partnership Principal)

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Town/State/Zip)

\_\_\_\_\_  
(Business Phone)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Corporate Principal)\*

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Corporate Surety)\*

By: \_\_\_\_\_

\_\_\_\_\_  
\*Impress Corporate Seal

**IMPORTANT** Surety companies executing Bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

**NOTICE OF AWARD**

Dated \_\_\_\_\_, 20\_\_\_\_

TO:

\_\_\_\_\_  
(Bidder -Use Full Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Town, State, Zip Code)

BID NAME: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

DESCRIPTION OF WORK:

**Town of Medley Public Works Facility planning Site Improvements.**

**The work shall include demolition and removal of concrete slabs, bins, asphalt surfaces and aluminum shade structure.**

**Construction and installation of new slabs, concrete bin, fence with rolling access gate, Pre-engineered Metal Building, and parking stripes.**

You are notified that your Bid dated \_\_\_\_\_, 20\_\_\_\_ for the above Work has been awarded by the Town of Medley's Town Council on \_\_\_\_\_.

The Contract Price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

- 1) Submit two (2) copies of the Performance and Payment Bonds to this office. Instructions to the Surety and the Principal for execution of the Bonds are as follows:
  - a) Where the Contractor is a Corporation, the Contract and any Bonds must be executed by the President or the Chairman of the Board of the Corporation. The Contract, or Bond, is accompanied by a statement certified by a Secretary of the Corporation. The signatures of the persons executing the Bond on behalf of the Principal and of the surety, respectively, shall each be dated on the signature line. If the Bond is executed by an Attorney-in-Fact for the Surety, the accompanying Power of Attorney must be executed by persons whose authority to do so is plainly identified on the face of the Power of Attorney.

- b) Neither signatures nor the Corporate Seal may appear by facsimile unless the authority for them to appear in that form is plainly disclosed on the face of the document. The Secretary, or other properly authorized Officer, must certify and seal a statement declaring that the authority granted by the Power of Attorney remained in force on the date that the Bond was executed by the Attorney-in-Fact.
- 2) Include two (2) copies of you current Certificate of Insurance. The Certificate must name the Town as an additional insured and the standard cancellation clause must read as follows:

“Should any of the above described policies it canceled or changed by restricted Amendment before the expiration date thereof, the issuing Company will give thirty(30) days written notice to the below named certificate holder”.

Failure to comply with these conditions within the time specified will entitle the Town to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within twenty (20) days after you comply with the above conditions, the Town will return to you one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact the Contract Administrator’s office at (\_\_\_\_) \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Contract Administrator

## FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

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

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

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the Town elects, upon determination by the Town and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a Contract between such Bidder and the Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first Paragraph hereof. The term "balance of the Contract Price," as used in this Paragraph, shall mean the total amount payable by the Town to Contractor under the Contract and any Amendments thereto, less the amount properly paid by the Town to Contractor.

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Secretary  
(Signature and Title)

By: \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_  
(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

\_\_\_\_\_  
Printed name

Address: \_\_\_\_\_ (Street)

\_\_\_\_\_  
(Town/State/Zip Code)

Telephone No. \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, typed or stamped name of Notary  
Public exactly as commissioned

Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(type of identification produced)

Did take an oath, or  
 Did not take an oath

Bonded by: \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

**FORM OF PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

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

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

Notary Public, State of Florida

\_\_\_\_\_  
Printed, typed or stamped name of Notary

Public exactly as commissioned

Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(type of identification produced)

Did take an oath, or  
 Did not take an oath



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted

To \_\_\_\_\_  
[print name of public entity]

By \_\_\_\_\_  
[print individual's name and title]

For \_\_\_\_\_  
[print name of entity submitting sworn statement]

Whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_).

2. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity subsequent to July 1, 1989.

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

**[attach a copy of the final order]**

**I UNDERSTAND THAT SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VAILD THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
[Signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_  
(Type of Identification)

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

## Contractor's Application For Payment No. \_\_\_\_\_

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

### APPLICATION FOR PAYMENT

#### Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

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

### CONTRACTOR'S CERTIFICATION

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

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

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

**Progress Estimate**

**Contractor's Application**

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

**Progress Estimate**

**Contractor's Application**

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

## Stored Material Summary

## Contractor's Application

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



# Change Order

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

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

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

Description:  
\_\_\_\_\_  
\_\_\_\_\_

Attachments: (List documents supporting change):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CHANGE IN CONTRACT PRICE:

Original Contract Price:  
\$ \_\_\_\_\_

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

Contract Price prior to this Change Order:  
\$ \_\_\_\_\_

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

Contract Price incorporating this Change Order:  
\$ \_\_\_\_\_

### CHANGE IN CONTRACT TIMES:

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

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

Contract Times prior to this Change Order:  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

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

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

# Change Order Instructions

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## **A. GENERAL INFORMATION**

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

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

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

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

## **B. COMPLETING THE CHANGE ORDER FORM**

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

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

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

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20 \_\_\_\_.

TO: \_\_\_\_\_  
(Bidder)

Project No.: \_\_\_\_\_

**PROJECT:**

**Town of Medley Public Works Facility planning Site Improvements.**

**The work shall include demolition and removal of concrete slabs, bins, asphalt surfaces and aluminum shade structure.**

**Construction and installation of new slabs, concrete bin, fence with rolling access gate, Pre-engineered Metal Building, and parking stripes.**

TOWN'S CONTRACT NO: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

You are notified that the Contract time under the above Contract will commence to run on \_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_, the Effective Date.

By that date, you are to start performing the Work and your other obligations under the Contract Documents. The

dates of Substantial Completion and Final Completion are set forth in the Contract Document; they are \_\_\_\_\_ 2014 and \_\_\_\_\_, 2014, respectively.

Before you may start any Work at the site, you must deliver to the Town, the Policies of Insurance and Payment and Performance Bonds which you are required to purchase and maintain in accordance with the Contract Documents.

Work at the site must be started by \_\_\_\_\_, 2014, as indicated in the Contract Documents.

\_\_\_\_\_  
(Town)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

**CONTRACT FOR CONSTRUCTION**

**THIS CONTRACT FOR CONSTRUCTION** (the "Contract") is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ **2014** by and between **TOWN OF MEDLEY, FLORIDA**, a Florida municipal corporation (hereinafter called the "**TOWN**") and \_\_\_\_\_ (hereinafter called **CONTRACTOR**), with its principal place of business at \_\_\_\_\_.

**TOWN** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

**1.1 Project/Work.** **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the Work required by the Contract Documents for:

Project Description :

**Town of Medley Public Works Facility planning Site Improvements.**

**The work shall include demolition and removal of concrete slabs, bins, asphalt surfaces and aluminum shade structure.**

**Construction and installation of new slabs, concrete bin, fence with rolling access gate, Pre-engineered Metal Building, and parking stripes.**

**Article 2. TOWN'S REPRESENTATIVE, ARCHITECT AND ENGINEER**

**2.1.** It is understood that the TOWN will designate a representative for the Work. The TOWN'S **REPRESENTATIVE** referred to in any of the Contract Documents designated herein is:

\_\_\_\_\_ .

**2.2** The TOWN'S **ARCHITECT** referred to in any of the Contract Documents designated herein is N/A.

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

\_\_\_\_\_ .

### Article 3. TERM

**3.1 Contract Times.** The Work shall be Substantially Complete within \_\_\_\_\_ (\_\_\_) calendar days after the date specified in the Notice to Proceed and achieve Final Completion completed and ready for final payment in accordance with the Contract Documents within \_\_\_\_\_ (\_\_\_) calendar days after the date specified in the Notice to Proceed. Failure to achieve timely Final Completion shall be regarded as a breach of this Contract and subject to the appropriate remedies including but not limited to, liability for liquidated damages in accordance with Section XII(3) of the General Conditions.

**3.2 Term.** The term of the Contract shall be from the date of execution through the date of final payment unless terminated earlier pursuant to the General Conditions or otherwise indicated in the Contract Documents..

**3.3 Survival of Obligations.** Any obligations by the Contractor, including but not limited to Document 00700, Article 12, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

**3.4 Liquidated Damages.** TOWN and CONTRACTOR recognize that time is of the essence in this Contract and that the TOWN will suffer financial loss if the Work is not completed within the Contract Time specified in Section 3.1 for the Work, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay TOWN Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by TOWN, CONTRACTOR shall pay TOWN Three Hundred Dollars (\$300.00) for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

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

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

### Article 4. CONTRACT SUM

**4.1** The TOWN shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Sections 4.1.1 and 4.1.2 below:



**5.2.1** No progress payment shall not be made until the CONTRACTOR delivers to the TOWN complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the TOWN, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for Work completed to date.

**5.3.** Ten percent (10%) of all monies earned by the Contractor shall be retained by the Town until the Work is totally completed as specified and accepted by the Town. After fifty percent (50%) of the Work has been completed, the Town may reduce the retainage to five percent (5%) of all monies earned.

**5.3.1.** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as TOWN'S REPRESENTATIVE shall determine, or TOWN may withhold, in accordance with the General Conditions.

**5.4.** The payment of any Application for Payment by TOWN, including the Final Request, does not constitute approval or Acceptance by TOWN of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of TOWN'S rights hereunder or at law or in equity.

**5.5.** The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the TOWN complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the TOWN, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to TOWN to defend and indemnify TOWN and any other property owner, person or entity TOWN may be required to indemnify against any lien or claim.

**5.6. Final Payment.** Upon final completion and acceptance of the Work in accordance with the General Conditions, TOWN shall pay the remainder of the Contract Sum and any retainage as recommended by the TOWN'S REPRESENTATIVE.

**5.7** The Contractor may requisition payments for Work completed during the Project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with properly executed releases of liens by all Sub-Contractors, suppliers and material men who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the CEI or Contract Documents. Each requisition shall be submitted in triplicate to the CEI for approval. The Town shall make payment to the Contractor within thirty (30) days after approval by the CEI of the Contractor's requisition for payment,

**5.8** The Town may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

5.8.1 Defective Work not remedied.

5.8.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

5.8.3 Failure of the Contractor to make payment to Sub-Contractors or suppliers for



materials or labor.

5.8.4 Damage to another Contractor not remedied.

5.8.5 Liability for liquidated damages has been incurred by the Contractor.

5.8.6 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.

5.8.7 Reasonable evidence that the Work will not be completed within the Contract Time.

5.8.8 Persistent failure to carry out the Work in accordance with the Contract Documents.

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

## **Article 6. INSURANCE/INDEMNIFICATION.**

**6.1. Insurance.** The **CONTRACTOR** shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the **TOWN** against hazards or risks of loss as specified in the General Conditions and the Contract Documents.

**6.2. Indemnification.** The **CONTRACTOR** shall indemnify, defend and hold harmless the **TOWN**, their officials, agents, employees, and volunteers as set forth in General Conditions and of the Contract Documents.

## **Article 7. CONTRACTOR'S REPRESENTATIONS**

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

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

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

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

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

programs incident thereto. **CONTRACTOR** does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

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

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

**7.7.** The **CONTRACTOR** has given the **TOWN'S REPRESENTATIVE** written notice of all conflicts, errors, ambiguities or discrepancies that **CONTRACTOR** has discovered in the Contract Documents and the written resolution thereof by the **TOWN'S REPRESENTATIVE** is acceptable to **CONTRACTOR**, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**7.8.** The **CONTRACTOR** warrants the following:

**7.8.1. Anti-Discrimination:** The **CONTRACTOR** agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

**7.8.2. Anti-Kickback:** The **CONTRACTOR** warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the **TOWN** has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the **TOWN** shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

**7.8.3. Licensing and Permits:** The **CONTRACTOR** warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or **TOWN**.

**7.8.4. Public Entity Crime Statement:** The **CONTRACTOR** warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in the Instructions to Bidders.

## **Article 8. CONTRACT DOCUMENTS.**

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

- 8.1.1 Change Orders.
- 8.1.2 Field Orders.
- 8.1.3 Contract for Construction.
- 8.1.4 Exhibits to this Contract.
- 8.1.5 Supplementary Conditions.
- 8.1.6 General Conditions.
- 8.1.7 Specifications bearing the title: \_\_\_\_\_
- 8.1.9. Drawings consisting of a cover sheet and sheets numbered \_\_\_\_\_ with each sheet bearing the following general title: \_\_\_\_\_.
- 8.1.10. Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.
- 8.1.11. Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.12. The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13. There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14. The Contract Documents shall remain the property of the TOWN. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other Projects without the TOWN's prior written authorization.
- 8.1.15. The General Conditions discuss the bond and surety requirements of the TOWN. This Contract requires bonds, which must be required before the commencement of any Work.

**Article 9. MISCELLANEOUS.**

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

**9.2.** Except as otherwise provided in the Contract Documents with respect to Subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

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

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

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

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

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

**FOR CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR TOWN:**

**Town of Medley**  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: TOWN Mayor  
\_\_\_\_\_

**WITH COPY TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: TOWN Attorney  
\_\_\_\_\_

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

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF MEDLEY, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the . day of \_\_\_\_\_, 2014, and by \_\_\_\_\_  
**(Contractor)**, signing by and through its **President**, duly authorized to execute same.

ATTEST :

\_\_\_\_\_  
Town Clerk

**TOWN:**

TOWN OF MEDLEY, FLORIDA, a Florida municipal corporation

\_\_\_\_\_  
Roberto Martell, Mayor

Executed: \_\_\_\_\_, 2014.

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

\_\_\_\_\_  
Town Attorney

**CONTRACTOR:**

WITNESS

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name/Title signed above)

Executed: \_\_\_\_\_, 20\_\_

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am of the \_\_\_\_\_, and that \_\_\_\_\_, who signed the Bid with the TOWN OF MEDLEY, FLORIDA for \_\_\_\_\_, is \_\_\_\_\_ of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2014.

(SEAL) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed w/Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

My Commission Expires:

\_\_\_\_\_  
Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_, who signed the Bid with the TOWN of MEDLEY, MIAMI-DADE County, Florida, for the project titled \_\_\_\_\_, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

\_\_\_\_\_  
(Signature) (Typed Name w/Title)

\_\_\_\_\_  
(Signature) (Typed Name w/Title)

\_\_\_\_\_  
(Signature) (Typed Name w/Title)

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2012.

(SEAL) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed w/Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2012.

My Commission Expires:

\_\_\_\_\_  
Notary Public