

PROJECT MANUAL

FOR

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

CIP PROJECT No. SW-0103

Town Council

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Prepared for



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CA 00000696**

Funding Partners



**Joint Participation Agreement between Miami-Dade
County and the Town Of Medley for NW 89 Avenue
from NW 93 Street to NW 95 Street and NW 93 Street
from NW 89 Avenue to NW 87 Avenue**



DEP Agreement No. LP13071



TOWN OF MEDLEY, FLORIDA

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

Tel: 305-887-9541, Fax: 305-882-1491

www.townofmedley.com

PROJECT DESCRIPTION

CONSTRUCTION OF:

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0103, NW 89th Avenue, NW 93rd Street and NW 95th Street Roadway and Drainage in accordance with the Contract Documents.

The work shall be performed in two phases, refer to Construction Plans for the work included in each phase of construction. Phase I of the work must be completed and accepted by the Town prior to commencing work on Phase II.

Work includes, but is not limited to, the Roadway and Drainage Construction for an area including approximately 700 linear feet ("L.F.") of NW 89th Avenue from its intersection with NW 95th Street south to its intersection with NW 93rd Street, approximately 650 L.F. of NW 95th Street from its intersection with NW 89th Avenue to its end to the east of NW 89th Avenue, and approximately 3,000 L.F. of NW 93rd Street from approximately 600 ft. west of NW 89th Avenue, east to its intersection with the Florida East Coast ("FEC") railroad right-of-way (no work within the railroad right-of-way) as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordinating with all impacted utility owners; and complying with the requirements of the Town's funding partners, Miami-Dade County and the Florida Department of Environmental Protection.

TOWN OF MEDLEY



"The perfect place for industrial development"

**NW 89TH AVENUE, NW 93RD STREET
AND NW 95TH STREET ROADWAY
AND DRAINAGE**

**CIP PROJECT
No. SW-0103
ITB 2016-004**



Prepared by

Kimley»Horn

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Miami, FL 33131
Phone: 305-673-2025
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CA 00000696

Invitation to Bid

Part 1 - General Bid Information

Supplementary Instructions to Bidders

Part 2 - Bid Documents, Forms & Contract

Part 3 - General Conditions

Supplementary Conditions

Construction Plans

Regulatory Approvals

Invitation to Bid



TOWN OF MEDLEY, FLORIDA

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

Tel: 305-887-9541, Fax: 305-882-1491

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BIDDER ACKNOWLEDGMENT OF INVITATION TO BID AND GENERAL CONDITIONS

SUBMIT BID TO: TOWN CLERK
TOWN OF MEDLEY, FLORIDA
7777 N.W. 72nd AVENUE
MEDLEY, FLORIDA 33166

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

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

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

BID TITLE: NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE
ITB (Bid No.): 2016-004

BIDS WILL BE OPENED 3:00 P.M. (EST), August 17, 2016 and may not be withdrawn during the 120 calendar days following such date and time.

CORRECT LEGALNAME OF BIDDER

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: _____

TYPED/PRINTED NAME OF
AUTHORIZED AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: _____

I certify that this Bid acknowledgement is made without prior understanding, Agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 15 inclusive of the Invitation to Bid as well as any special instructions if applicable.

DATE: _____



TOWN OF MEDLEY, FLORIDA

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

Tel: 305-887-9541, Fax: 305-882-1491

www.townofmedley.com

INVITATION TO BID

ALL INTERESTED PARTIES:

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

CONSTRUCTION OF:

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0103, NW 89th Avenue, NW 93rd Street and NW 95th Street Roadway and Drainage in accordance with the Contract Documents.

The work shall be performed in two phases, refer to Construction Plans for the work included in each phase of construction. Phase I of the work must be completed and accepted by the Town prior to commencing work on Phase II.

Work includes, but is not limited to, the Roadway and Drainage Construction for an area including approximately 700 linear feet ("L.F.") of NW 89th Avenue from its intersection with NW 95th Street south to its intersection with NW 93rd Street, approximately 650 L.F. of NW 95th Street from its intersection with NW 89th Avenue to its end to the east of NW 89th Avenue, and approximately 3,000 L.F. of NW 93rd Street from approximately 600 ft. west of NW 89th Avenue, east to its intersection with the Florida East Coast ("FEC") railroad right-of-way (no work within the railroad right-of-way) as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordinating with all impacted utility owners; and complying with the requirements of the Town's funding partners, Miami-Dade County and the Florida Department of Environmental Protection.

Sealed Bids must be received and time stamped by the Town Clerk, either by mail or hand delivery, no later than 3:00 p.m. local time on August 17, 2016. A public opening will take place at or before

3:05 p.m. at the Town Clerk's office at the Medley Municipal Services Facility, 7777 N.W. 72nd Avenue, Medley, Florida 33166 on the same date. Any Bids received after 3:00 p.m. local time on said date will not be accepted under any circumstances and will be returned to the Bidder unopened. The stated time and date is solely and strictly the responsibility of the Bidder. The Town is not responsible for delays caused by mail, courier service, including United States Mail, or any other occurrence. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

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

A Mandatory Pre-Bid Conference will be held on July 13, 2016 at 11:00am in the Town Clerk's office at the Medley Municipal Services Facility, 7777 N.W. 72nd Avenue, Medley, Florida 33166. The purpose of the Pre-Bid Conference is to discuss the contents of this Invitation to Bid and Bidder's inquiries.

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

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

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

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

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

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

This Notice of Bid Invitation dated at Medley, Florida this 23 day of June, 2016.

Part 1 – General Bid Information

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SECTION I INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

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

2. COPIES OF BIDDING DOCUMENTS

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

3. QUALIFICATIONS OF BIDDERS

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

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

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

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

3.5 The Town reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to

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

4. 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 who's Bid conforms to the requirements of the Bid Documents and is most advantageous to the Town, and not necessarily to the lowest Bidder.

11.2 Criteria utilized by the Town for determining the qualifications of the Bidder and lowest responsible and responsive Bidder includes, but is not limited to the following:

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

- G. Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
- H. Previous and existing compliance by Bidder with laws, ordinances and regulations of the Town relating to a similar Contract or Work.
- I. The sufficiency of the financial resources and capabilities and the ability of the Bidder to perform the Contract or provide the Work requested.
- J. Bidder possesses and holds all required licenses, permits and certifications required to perform the Work, including a State of Florida general contractor's license, and shall submit evidence of same with its Bid.
- K. Price.
- L. Such other information as deemed by the Town to be reasonably related to the ability of the Bidder to provide the service requested or undertakes the Work required.

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

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

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

11.6 The Successful Bidder must execute the required contracts prior to award by the Town

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

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

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

12. INSURANCE

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

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

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

- A. Worker's Compensation Insurance for statutory Obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand Dollars (\$100,000.00) per accident. Successful Bidder

shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

14. CONTRACT TIME

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

14.2 The number of days, which the Work is to be completed or goods are to be provided, is

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

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

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

15. SAFETY

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

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

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

15.3 All open excavations made in the earth shall be performed in compliance with the State of Florida Trench Safety Act, OSHA 29 CFR 1926.650, Subpart P (Chapter 90-96, Laws of Florida). The Contractor shall appoint a **competent person**, in accordance with Subpart P, who shall be present at the jobsite. **Competent person** shall mean one who 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 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 or the Engineer by reason of any delays.

20. DEFAULT

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

21. TERMINATION FOR CONVENIENCE OF THE TOWN

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

22. ASSIGNMENT

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

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

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

24. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION

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

25. BID SECURITY

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

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

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

26. PAYMENT AND PERFORMANCE BONDS

26.1 Within fifteen (15) days after the Contract Award, but in any event prior to commencing Work, the Successful Bidder shall execute and furnish to the Town a Performance Bond and a Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No, 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide the Town with evidence satisfactory to the Town, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: Financial Stability -A Financial size -VIII.

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

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

27. INDEMNIFICATION

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

27.2 Successful Bidder agrees to indemnify, defend, save and hold harmless the Town, its

officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

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

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

28. TAXES

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

29. INSPECTION AND AUDIT RIGHTS

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

30. CONFLICT OF INTEREST

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

31. NON-COLLUSIVE AFFIDAVIT

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

32. PUBLIC ENTITY CRIMES ACT. In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a

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

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

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

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

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

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

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

39. ATTORNEYS' FEES.

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

40. CONE OF SILENCE.

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

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

41. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

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

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

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

PROJECT DESCRIPTION:

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0103, NW 89th Avenue, NW 93rd Street and NW 95th Street Roadway and Drainage in accordance with the Contract Documents.

The work shall be performed in two phases, refer to Construction Plans for the work included in each phase of construction. Phase I of the work must be completed and accepted by the Town prior to commencing work on Phase II.

Work includes, but is not limited to, the Roadway and Drainage Construction for an area including approximately 700 linear feet ("L.F.") of NW 89th Avenue from its intersection with NW 95th Street south to its intersection with NW 93rd Street, approximately 650 L.F. of NW 95th Street from its intersection with NW 89th Avenue to its end to the east of NW 89th Avenue, and approximately 3,000 L.F. of NW 93rd Street from approximately 600 ft. west of NW 89th Avenue, east to its intersection with the Florida East Coast ("FEC") railroad right-of-way (no work within the railroad right-of-way) as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordinating with all impacted utility owners; and complying with the requirements of the Town's funding partners, Miami-Dade County and the Florida Department of Environmental Protection.

SCHEDULE OF EVENTS

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

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

Event	Date (on or by)
1. ADVERTISEMENT OF BIDS	June 23, 2016
2. PRE-BID CONFERENCE	July 13, 2016
3. FINAL DAY FOR BIDDER QUESTIONS	August 10, 2016
4. OPENING OF BIDS	August 17, 2016
5. SELECTION COMMITTEE RECOMMENDATION OF AWARD	August 24, 2016
6. AWARD OF PROJECT BY THE TOWN COUNCIL	September 5, 2016
7. NOTICE OF AWARD GIVEN TO CONTRACTOR	September 6, 2016
8. CONTRACT DOCUMENTS EXECUTION	September 21, 2016
9. NOTICE TO PROCEED ISSUED TO CONTRACTOR	September 22, 2016
10. CONTRACT TIME	365 Days
11. SUBSTANTIAL COMPLETION (335 DAYS)	August 23, 2017
12. FINAL COMPLETION (365 DAYS)	September 22, 2017
Event	Date (on or by)

SECTION II CONSTRUCTION SERVICES - GENERAL CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

project.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.39 **Project Manual** - The bound documentary information prepared for bidding and constructing the Work. This shall include the Contract Documents, Drawings, Technical Specifications, and any other set of documents required for completion of the Work. A full listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables(s) of contents.

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

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

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

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

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

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

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

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

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

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

payment is due. A temporary Certificate of Occupancy or Certificate of Occupancy must be issued for Substantial Completion to be achieved; however, the issuance of a Temporary Certificate of Occupancy or Certificate of Occupancy of the date thereof are not to be determinative of the achievement or date of Substantial Completion. The terms "Substantially Complete" and "substantially completed" can be used interchangeably as applied to any work referred to as "substantial completion" thereof.

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

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

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

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

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

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

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

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

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

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

Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in Section XI.

1.60 **Written Amendment** - A written Amendment of the Contract Documents, signed by the Town and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical aspects rather than strictly work related aspects of the Contract Documents.

2. ACRONYMS

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

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

2.18 **WASD** - Water and Sewer Department

SECTION III PRELIMINARY MATTERS

1. DELIVERY OF BONDS AND INSURANCE

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

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

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

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

3. PRECONSTRUCTION CONFERENCE

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

4. FINALIZING SCHEDULES

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

SECTION IV CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

1. ENTIRE CONTRACT

The Contract Documents comprise the entire Contract between the Town and Contractor concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if

called for by all. The Contract Documents will be construed in accordance with the law of the State of Florida.

2. INTENT

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

3. CONFLICT, ERROR OR DISCREPANCY

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

4. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

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

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

5. SUPPLEMENTS, MINOR VARIATIONS OR DEVIATIONS

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

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

6. REUSE OF DOCUMENTS

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

SECTION V AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

1. AVAILABILITY OF LANDS

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

2. PHYSICAL CONDITIONS

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

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

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

attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and of which existence Contractor could not reasonably have been expected to be aware. If the parties are unable to agree as to the appropriate length of delay, Contractor may make a claim therefore as provided in this Contract.

3. REFERENCE POINTS

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

4. HAZARDOUS ENVIRONMENTAL CONDITIONS

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

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

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

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

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

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

any individual or entity from and against the consequences of that individual's or entity's own negligence.

SECTION VI CONTRACTOR'S RESPONSIBILITIES

1. SUPERVISION AND SUPERINTENDENCE

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

2. RESIDENT SUPERINTENDENT

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

3. LABOR, MATERIALS AND EQUIPMENT

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

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

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

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

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

4. SUBSTITUTES OR "OR EQUAL" ITEMS

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

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

similar to that provided in Paragraph 4.1 as applied by EOR and as maybe supplemented in the Contract Documents.

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

5. CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHERS

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

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

6. PATENT FEES AND ROYALTIES

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

7. PERMITS

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

8. LAWS AND REGULATIONS

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

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

9. TAXES

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions which are applicable during the performance of the Work.

10. USE OF PREMISES

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

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

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

11. RECORD DOCUMENTS

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

reference. Upon completion of the Work, these Record Documents, samples and Shop Drawings will be delivered to CEI for the Town.

12. SAFETY AND PROTECTION

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

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

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

12.4 Contractor shall designate a responsible representative at the worksite whose duty

shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Town.

13. EMERGENCIES

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

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

13.3 Shop Drawings and Samples

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the Project Specifications or Engineering Drawings, Contractor shall submit to CEI for review and approval in accordance with the accepted schedule of Shop Drawing submissions or for other appropriate action if so indicated, five (5) copies of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as EOR may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CEI to review the information as required.
- B. Contractor shall also submit to CEI for review and approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- C. Before submission of each Shop Drawing or sample Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

- D. At the time of each submission, Contractor shall give CEI specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CEI for review and approval of each such variation. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

14. CONTINUING THE WORK

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

15. INDEMNIFICATION

15.1 General Indemnification: The parties agree that one percent (1%) of the total compensation paid to Contractor for the Work of the Contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, Contractor shall indemnify, save and hold harmless the Town, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of Engineer, architects, attorney's consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of the Town. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from:

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

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

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

15.4 The Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor under the indemnification. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which Contractor is required to obtain under the Contract. Nothing contained herein is intended nor shall it be construed to waive the Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph 15 and its subparts.

16. LIABILITY FOR USE OF WORK FOR INTENDED PURPOSES

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

SECTION VII OTHER WORK

1. RELATED WORK AT SITE

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

SECTION VIII THE TOWN'S RESPONSIBILITIES

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

SECTION IX CEI'S STATUS DURING CONSTRUCTION

1. THE TOWN'S REPRESENTATIVE

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

2. VISITS TO SITE

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

3. TECHNICAL CLARIFICATIONS AND INTERPRETATIONS

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

4. AUTHORIZED VARIATIONS IN WORK

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

5. REJECTING DEFECTIVE WORK

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

6. DECISIONS ON DISPUTES

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

7. CHANGE ORDERS

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

7.2 Changes in the Work which are:

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

C. agreed to by the parties.

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

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

8. DETERMINATIONS FOR UNIT PRICE WORK

CEI will determine the actual quantities and classification of Unit Price Work performed on such matters before rendering a written decision thereon (by recommendation of a Application for Payment or otherwise). CEI's written decision thereon will be final and binding (except as modified by CEI to reflect changed factual conditions or more accurate data) upon the Town and Contractor.

9. DECISION ON REQUIREMENTS OF CONTRACT DOCUMENTS AN ACCEPTABILITY OF WORK

9.1 CEI will be the initial interpreter of the requirements of the Project Manual and judge of the acceptability of the Work thereunder. All matters in question and other matters between the Town and Contractor arising prior to the date final payment is due relating to acceptability of the Work, and the interpretation of the requirements of the Project Manual pertaining to the performance of the Work, will be referred initially to the CEI in writing within 30 days of the event giving rise to the question.

9.2 CEI will, with reasonable promptness, render a written decision on the issued referred. If the Town or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a claim may be made. The date of CEI's decision shall be the date of the event giving rise to the issues referenced.

9.3 CEI's written decision on the issue referred will be final and binding on the Town and Contractor.

9.4 When functioning as interpreter and judge, CEI will not show partially to the Town or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

10. LIMITATIONS ON CEI'S RESPONSIBILITIES

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

them except as such duties and responsibilities are included within the Contract Documents.

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

SECTION X CHANGES IN THE WORK

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

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

3. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented except in the case of an emergency and except in the case of uncovering work as those situations are addressed herein.

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

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

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

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

sole responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

SECTION XI CHANGE OF CONTRACT PRICE

1. GENERAL

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

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

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

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

2. COST OF THE WORK

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

- A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by the Town and

Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, Worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall not be included in the above unless authorized in writing by the Town.

- B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers field services required in connection therewith. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Town, and Contractor shall make provisions so that they may be obtained.
- C. Supplemental costs including the following:
 - a. Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the brokers, which are consumed in the performance of the Work.
 - b. Rentals of all construction equipment and machinery and the parts thereof, whether rented from Contractor or others in accordance with rental Contracts approved by the Town with the advice of CEI, and the costs, of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental Contracts. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work
 - c. Sales, consumer, use or similar taxes related to the Work and for which Contractor is liable, imposed by laws and regulations.
 - d. Royalty payments and fees for permits and licenses.
 - e. The cost of utilities, fuel and sanitary facilities at the site.
 - f. Minor expenses such as Internet services, cell phone service, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
 - g. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

3. NOT INCLUDED IN THE COST OF THE WORK

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

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

4. CONTRACTOR'S FEE

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

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

5. COST BREAKDOWN REQUIRED

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

supporting data.

SECTION XII CONTRACT TIME

1. COMMENCEMENT

1.1 The Date of Commencement of the Work is the date established in the Notice to Proceed.

1.2 Time of Substantial Completion:

A. The date of Substantial Completion of the Work or designated portion thereof is the date certified by CEI when construction is sufficiently complete, in accordance with the Contract Documents, so the Town can occupy or utilize the Work or designated portion thereof for the purposes for which it is intended.

2. CHANGE OF CONTRACT TIME

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

2.2 No recovery for early completion. If the Contractor submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, neither the Town nor the Engineer shall be liable to the Contractor for any costs incurred because of delay or hindrance should the Contractor be unable to complete the Work before such milestone or completion date. The duties, obligations and warranties of the Town to the Contractor shall be consistent with and applicable only to the completion of the Work and completion dates set forth in these Construction Services General Conditions.

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

is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

3. LIQUIDATED DAMAGES

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

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

1. WARRANTY AND GUARANTEE

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

2. ACCESS TO WORK

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

3. TESTS AND INSPECTION

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

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

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

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

4. UNCOVERING THE WORK

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

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

5. THE TOWN MAY STOP THE WORK

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

6. CORRECTION OR REMOVAL OF DEFECTIVE WORK

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

7. ONE YEAR CORRECTION PERIOD

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

SECTION XIV PAYMENTS TO CONTRACTOR AND COMPLETION

1. SCHEDULE OF VALUES

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

2. APPLICATION FOR PROGRESS PAYMENT

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

3. CONTRACTOR'S WARRANTY OF TITLE

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

4. REVIEW OF APPLICATIONS FOR PROGRESS PAYMENTS

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

5. GROUND'S FOR REFUSAL

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

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

D. Final Inspection:

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

6. FINAL APPLICATION FOR PAYMENT

After Contractor has completed all such corrections to the satisfaction of CEI and the Town and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up Record Documents and other Documents, all as required by the Contract

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

7. FINAL PAYMENT AND ACCEPTANCE

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

7.2 If, through no fault of Contractor, Final Completion of the Work is significantly delayed and if CEI so confirms, the Town shall, upon receipt of Contractor's Final Application for Payment and recommendation of CEI, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the Town for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to CEI with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

8. CONTRACTOR'S CONTINUING OBLIGATION

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

9. WAIVER OF CLAIMS

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

10. THE TOWN MAY SUSPEND WORK

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

11. THE TOWN MAY TERMINATE

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

- A. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- B. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- C. If Contractor makes a general assignment for the benefit of creditors.
- D. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors.
- E. If Contractor admits in writing an inability to pay its debts generally as they become due.

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

12. TERMINATION FOR CONVENIENCE OF THE TOWN

Upon seven (7) days written notice delivered by certified mail to Contractor, the Town may, without cause and without prejudice to any other right or remedy, terminate the Contract for the Town's convenience whenever the Town determines that such termination is in the best interests of the Town. Where the Contract is terminated for the convenience of the Town, the notice of termination to Contractor must state that the Contract is being terminated for the convenience of the Town under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding

Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts, except as they may be necessary, and complete any continued portions of the Work.

13. TERMINATION BY CONTRACTOR

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

SECTION XV NOTICES & COMPUTATION OF TIME

1. GIVING NOTICE

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

Contractor:

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

The business address of the Town is:

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

2. COMPUTATION OF TIME

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

SECTION XVI MISCELLANEOUS

1. Should the Town or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph

shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

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

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

SECTION XVII BONDS AND INSURANCE

1. CONSTRUCTION, PAYMENT AND PERFORMANCE BONDS

1.1 Within fifteen (15) days after issuance of Notice of Award, but in any event prior to commencing Work, Contractor shall execute and furnish to the Town a Performance Bond and a Payment Bond, each written by a corporate surety authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised July 1, 1997 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide the Town with evidence satisfactory to the Town, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

1.2 Financial Stability A

1.3 Financial Size VIII

1.4 Two (2) separate Bonds are required and both must be approved by the Town. The penal sum stated in each Bond shall be the amount equal to the total amount payable under the

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

2. BONDS, REDUCTION AFTER FINAL PAYMENT

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

3. DUTY TO SUBSTITUTE SURETY

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

4. INSURANCE

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

5. THE TOWN'S LIABILITY AND INSURANCE

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

Supplementary Instructions to Bidders

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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ATTACHMENT TO THE SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Attachment A: Schedule of Intent Affidavit (SOI) Small Business Enterprise –
Construction (SBE-CONST) Program

1. SUPPLEMENTARY BIDDING REQUIREMENTS

1.01 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

- A. This section shall apply only to the extent permitted under applicable regulations of the United States Department of State and the United States Department of Treasury.
- B. By submitting a bid executed through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.02 SMALL BUSINESS ENTERPRISE-CONSTRUCTION PROGRAM

- A. SBE-CONST Make-up Plan
 - 1. A contractor that failed to meet an established Small Business Enterprise-Construction (SBE-CONST) goal on any contract must submit a SBE-CONST Make-up Plan for approval by the Miami-Dade County Internal Services Department, Small Business Division (SBD).
 - 2. The SBE-CONST Make-up Plan along with a corresponding Schedule of Intent Affidavit (SOI) must be included with the Bid submittal at the time of bid. The corresponding SOI must identify all SBE-CONST firms to be utilized to meet the first tier subcontractor goal and the trade designation of work that each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable.
 - 3. The Department will forward the Make-up Plan and SOI(s) to SBD for compliance review. Bidders who fail to submit the SBE-CONST Make-up Plan and corresponding SOI by the Bid due date and time will be considered "non responsive."
- B. Small Business Enterprise-Construction Program Measures
 - 1. In accordance with Miami-Dade County Ordinance No.'s 97-52, 14-98, and 97-158; A.O. 3-22, an 11.70% SBE-CONST Contract Measure has been established for this Project. Compliance with the SBE-CONST provisions is required for all Bidders.
 - 2. Bidders must:
 - a. Submit a completed Schedule of Intent Affidavit (SOI) along with the Bid Submittal Package;

- b. Place the completed SOI(s) on top of the bid package so that it can be readily identified by the Department during the bid opening. A completed SOI must be included for each SBE-CONST subcontractor to be utilized on this Project and all SBE-GS to be utilized under this Contract. All subcontractors must be Certified SBE-CONST firms. Bidders shall refer to the most current SBD SBE-CONST Certification list available at <http://www.miamidade.gov/business/reports-certification-lists.asp>.
3. The Department will forward the SOI(s) to SBD for compliance review. Bidders who fail to submit the SOI by the Bid due date and time shall be considered "non responsive."

1.03 CONTRACTOR QUALIFICATION REQUIREMENTS

A. Certificate of Competency Requirement:

1. At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active:
 - a. Certificate of Competency from the County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include paving engineering contractor, concrete-work engineering contractor, and excavating and grading engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or
 - b. Certification, as a general contractor, or as a underground utility and excavation contractor, provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes (F.S.).
2. Pursuant to Section 255.20, F.S. and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the Work specified in the Contract Documents.

Attachment A

Schedule of Intent Affidavit (SOI) Small Business Enterprise – Construction (SBE-CONST) Program



SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor _____ Contact Person _____

Address _____ Phone _____ Fax _____ Email _____

Project Name _____ Project Number _____

SBE-Const Contract Measure _____

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
Prime Contractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
Subcontractor Total Percentage:						

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature _____ Prime Print Name _____ Prime Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE-Const Subcontractor Signature _____ SBE-Const Subcontractor Print Name _____ SBE-Const Subcontractor Print Title _____ Date _____

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.

Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: <http://www.miamidade.gov/business/reports-certification-lists.asp>

SBD's Website: <http://www.miamidade.gov/internalservices/small-business.asp>

Small Business Development Division – Internal Services Department

Part 2 – Bid Documents, Forms & Contract

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BID FORM
FOR ITB No. 2016-004

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Date: _____, 20____

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

Mr. Martell,

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

satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

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

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

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

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

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

Bidder's Certificate of Competency No. _____

Bidders Occupational License No. _____

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

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Attached hereto is (check one) a:

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

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

Made payable to the Town of Medley, Florida

(Name of Bidder)

(Affix Seal)

Signature of Officer

(Title of Officer)

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

Communications concerning this Bid shall be addressed to:

Name:

Address:

E-mail Address:

Telephone No.:

Fax No.:

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

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

**BID PROPOSAL
FOR ITB No. 2016-004**

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
PHASE I						
1	CLEARING AND GRUBBING	AC	0.80			
2	SUPERPAVE ASPH CONC, TRAFFIC C, PG 76-22 PMA	TN	30			
3	MANHOLES, J-8, >10'	EA	3			
4	JUNCTION BOX, DRAINAGE, P-7, PARTIAL	EA	3			
5	MODIFY EXISTING DRAINAGE STRUCTURE	EA	3			
6	INLETS, DITCH BOTTOM, TYPE G, >10'	EA	3			
7	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	155			
8	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36" S/CD	LF	496			
9	FENCING, TYPE B, 5.1'-6.0', W/ BARB ATTACHMENT	LF	326			
10	FENCE GATE, TYP B, SLIDE/CANT, 24.1'-30.0' OPENING	EA	1			
11	MOBILIZATION	LS	1			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB No. 2016-004
NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE**

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
12	MAINTENANCE OF TRAFFIC, EROSION AND SEDIMENTATION CONTROL, LITTER REMOVAL, MOWING AND ALL OTHER SITE MAINTENANCE	LS	1			
PHASE II						
13	CLEARING AND GRUBBING	AC	4.83			
14	REGULAR EXCAVATION	CY	2,050			
15	SUBSOIL EXCAVATION	CY	500			
16	EMBANKMENT	CY	1,500			
17	GEOSYNTHETIC REINF FND OVER SOFT SOIL	SY	4,580			
18	TYPE B STABILIZATION	SY	12,700			
19	REWORKING LIMEROCK BASE, 3"	SY	4,460			
20	OPTIONAL BASE GROUP 6	SY	10,900			
21	MILLING EXIST APH, 3" AVG. DEPTH	SY	4,250			
22	SUPERPAVE ASPH CONC, TRAFFIC A	TB	28			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB No. 2016-004**

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
23	SUPERPAVE ASPH CONC, TRAFFIC C, PG 76-22 PMA	TN	1,540			
24	ASPH CONC FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22 PMA	TN	1,960			
25	CONC CLASS NS, GRAVITY WALL	CY	490			
26	INLETS, CURB, TYPE 9, <10'	EA	2			
27	INLETS, CURB, TYPE 9, >10'	EA	1			
28	INLETS, CURB, TYPE P-5, <10'	EA	7			
29	INLETS, CURB, TYPE P-5, >10'	EA	3			
30	INLETS, CURB, TYPE P-5, PARTIAL	EA	3			
31	INLETS, CURB, TYPE P-6, <10'	EA	4			
32	INLETS, CURB, TYPE P-6, >10'	EA	1			
33	INLETS, CURB, TYPE P-6, PARTIAL	EA	3			
34	INLETS, CURB, TYPE J-5, >10'	EA	3			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB No. 2016-004**

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
35	INLETS, CURB, TYPE J-6, <10'	EA	2			
36	INLETS, CURB, TYPE J-6, >10'	EA	2			
37	INLETS, DT BOT, TYPE C, <10'	EA	11			
38	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	EA	6			
39	MANHOLES, P-8, <10'	EA	6			
40	MANHOLES, P-8, >10'	EA	6			
41	MANHOLES, J-8, PARTIAL	EA	4			
42	MANHOLES, J-8, >10'	EA	9			
43	JUNCTION BOX, DRAINAGE, P-7, PARTIAL	EA	3			
44	INLETS, ADJUST	EA	1			
45	MANHOLE, ADJUST	EA	13			
46	VALVE BOXES, ADJUST	EA	23			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB No. 2016-004
NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE**

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
47	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12" S/CD	LF	738			
48	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	1,090			
49	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	503			
50	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36" S/CD	LF	114			
51	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 48" S/CD	LF	8			
52	PIPE FILLING AND PLUGGING	CY	112			
53	FRENCH DRAIN, 24"	LF	1,330			
54	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	333			
55	CONCRETE CURB AND GUTTER, TYPE F	LF	7,120			
56	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1,660			
57	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1,740			
58	DETECTABLE WARNINGS	SF	26			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB No. 2016-004**

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
59	FENCING, TYPE B, 5.1'-6.0', W/ BARB ATTACHMENT	LF	3,300			
60	FENCE GATE TYP B, SINGLE, GREATER THAN 30.0' OPENING	EA	1			
61	FENCE GATE, TYP B, DOUBLE 18.1'-20.0' OPENING	EA	5			
62	FENCE GATE, TYP B, DOUBLE, 24.1'-30.0' OPENING	EA	2			
63	FENCE GATE, TYP B, DOUBLE, GREATER THAN 30.0' OPENING	EA	2			
64	FENCE GATE, TYP B, SLIDE/CANT, 24.1'-30.0' OPENING	EA	1			
65	PERFORMANCE TURF, SOD	SY	5,110			
66	LANDSCAPE COMPLETE, LARGE PLANTS	LS	1			
67	CONDUIT, F&I, DIRECTIONAL BORE	LF	100			
68	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	27			
69	SINGLE POST SIGN, F&I, 12-20 SF	AS	5			
71	SINGLE POST SIGN, RELOCATE	AS	3			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB No. 2016-004**

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
72	SINGLE POST SIGN, REMOVE	AS	6			
73	OBJECT MARKER, TYPE IV	EA	6			
74	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	370			
75	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	76.6			
76	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	119			
77	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	125			
78	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	1			
79	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	20			
80	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	266			
81	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE, 6"	GM	0.03			
82	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	27			
83	THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	GM	1.61			

Name of Bidder

Signature of Bidder

**BID PROPOSAL
FOR ITB No. 2016-004
NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE**

Item No.	Description of Work	Unit	Quantity	Unit Price (\$)	Written Unit Price (\$)	Extended Cost (\$)
84	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	GM	0.06			
85	THERMOPLASTIC, STANDARD,OTHER SURFACES, YELLOW, SOLID, 6"	GM	1.05			
86	THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.55			
87	LIGHTING CONDUCTORS, F&I, INSULATED NO. 8-6	LF	100			
88	UTILITY WORK-JPA/UTILITY AGREEMENT, SEWER	LS	1			
89	UTILITY WORK-JPA/UTILITY AGREEMENT, WATER	LS	1			
90	FIRE HYDRANT, RELOCATE	EA	12			
91	MOBILIZATION	LS	1			
92	MAINTENANCE OF TRAFFIC, EROSION AND SEDIMENTATION CONTROL, LITTER REMOVAL, MOWING AND ALL OTHER SITE MAINTENANCE	LS	1			

A. SUB-TOTAL (Add Items Above) _____

B. 10% Contingency Allowance (10% of A) _____

GRAND TOTAL (Add A+B) _____

Name of Bidder

Signature of Bidder

Written Bid Amount: _____

The total contract time is 365 calendar days to Final Completion from Notice to Proceed.

Name of Bidder

Signature of Bidder

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.

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
ADDRESS
OF WORK

NAME OF SUB-CONTRACTOR

LIST OF SUBCONTRACTORS

CONTRACTOR _____

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

GENERAL INFORMATION REQUIRED OF BIDDER

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

- (1) Contractor's name and address:

- (2) Contractor's telephone: _____ Fax: _____

- (3) Primary E-mail Address: _____

- (4) Contractor's license: Primary classification: _____

Dade County License No.: _____

Supplemental classifications held, if any: _____

- (5) Number of years as a Contractor in construction work of type: _____

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

Date of inspection: _____

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

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

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

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

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

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

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

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

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

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

Signature

Company Name

Print Name / Title

Date

DRUG-FREE WORKPLACE PROGRAM

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

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

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

Signature

Company Name

Print Name / Title

Date

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this ____ day of _____, 20____.

By: _____
Signature of Individual/Title

Witness: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this _____ day of _____, 20____.

Printed Name of Corporation, Partnership, Firm

Signature of Town

Witness: _____

Business Address

Town/State/Zip

Business Phone Number: _____

ACKNOWLEDGEMENT

Signed, sealed and delivered in the presence of:

By: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

ACKNOWLEDGEMENT

Signed, sealed and delivered in the presence of:

Signed, sealed and delivered in the presence of:

By: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

CERTIFIED RESOLUTION

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

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

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

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

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

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

Given under my hand and the Seal of the said corporation this ____ day of _____, 20____.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

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

CERTIFICATE OF INSURANCE

This is to certify that the _____
(Insurance Company)

Address _____
of _____

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

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

Insured _____

Address _____

Status of Insured: _____ Corporation _____ Partnership _____ Individual

Location of Operations Insured _____

Description of Work:

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0103, NW 89th Avenue, NW 93rd Street and NW 95th Street Roadway and Drainage in accordance with the Contract Documents.

The work shall be performed in two phases, refer to Construction Plans for the work included in each phase of construction. Phase I of the work must be completed and accepted by the Town prior to commencing work on Phase II.

Work includes, but is not limited to, the Roadway and Drainage Construction for an area including approximately 700 linear feet ("L.F.") of NW 89th Avenue from its intersection with NW 95th Street south to its intersection with NW 93rd Street, approximately 650 L.F. of NW 95th Street from its intersection with NW 89th Avenue to its end to the east of NW 89th Avenue, and approximately 3,000 L.F. of NW 93rd Street from approximately 600 ft. west of NW 89th Avenue, east to its intersection with the Florida East Coast ("FEC") railroad right-of-way (no work within the railroad right-of-way) as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordinating with all impacted utility owners; and complying with the requirements of the Town's funding partners, Miami-Dade County and the Florida Department of Environmental Protection.

INSURANCE POLICIES IN FORCE:

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

POLICY INCLUDES COVERAGE FOR:**YES****NO**

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
9. Builder's Risk

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TYPES OF POLICY**FORMS OF COVERAGE****LIMITS OF LIABILITY**

Workers' Compensation

Bodily Injury
Statutory

\$ _____

Employers Liability

Bodily Injury

\$ _____ Each
Accident

Disease

\$ _____ Each
Person

Disease

\$ _____ Policy
LimitComprehensive Auto
LiabilityCombined Single
Limit BI/PD\$ _____ Each
AccidentComprehensive General
Liability

Bodily Injury

\$ _____ Each
Occurrence
\$ _____ Aggregate

Property Damage

\$ _____ Each
Occurrence
\$ _____ Aggregate

OR

Combined Single
Limit BI/PD

\$_____ Each
Occurrence
\$_____ Aggregate

Excess Liability

Combined Single
Limit BI/PD

\$_____ Aggregate

Builder's Risk

Property Damage/
Replacement

\$_____

Other

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

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

Date: _____ (SEAL) _____
Insurance Company

Issued at _____
Authorized Representative Insurance Agent or Company

- Send three (3) copies to:

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

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

_____ being first duly sworn, deposes and says that:

(1) He/she is the _____, (Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, Town's agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by Contract or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful Contract any advantage against (Recipient), or any person interested in the proposed Work; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the Bidder or any other of its agents, representatives, Towns, employees or parties in interest, including this affiant.

ACKNOWLEDGEMENT

Signed, sealed and delivered in the presence of:

By: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO.

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

Section 607.1501 Authority of foreign corporation to transact business required.

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

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

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

or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

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

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

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

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

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

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

(II) ☐ Sole Proprietorship or Self-Employed.

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

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

QUALIFICATION STATEMENT

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

SUBMITTED TO: Town of Medley
 (Contract Administrator)

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

SUBMITTED BY: _____ CIRCLE ONE
Corporation
Partnership
Individual
Other

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

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

The correct name of the Bidder is: _____

The address of the principal place of business is: _____

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

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:
- a. Date of organization: _____
 - b. Name, address and Township units of all partners: _____

 - c. State whether general or limited partnership: _____
4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
- _____
- _____
5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name?
- _____
- a. Under what other former names has your organization operated?
- _____
- _____
7. Indicate registration, license numbers or certificate numbers for the businesses or professions that are the subject of this Bid, Please attach certificate of competency and/or state registration,
8. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____
9. Have you personally inspected the site of the proposed Work? ____Yes ____No
10. Did you attend the Pre-Bid Conference if such conference was held? ____Yes ____No
11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
- _____
- _____

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

Signature

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

TO THE TOWN OF MEDLEY:

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

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND
DRAINAGE

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

ATTEST

CONTRACTOR

BY: _____
NAME

ATTEST

DATE

TRENCH SAFETY ACT COMPLIANCE

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

Methods of Compliance

(fill in methods)

Total \$ _____

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

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

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

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

Notary Public (affix seal)

My Commission Expires:

REFERENCES

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

Bidder _____ (company name): _____

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:

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment,
obtaining all required permits, and performing all operations required to
construct the Town of Medley Capital Improvements Project Number
SW-0103, NW 89th Avenue, NW 93rd Street and NW 95th Street Roadway
and Drainage in accordance with the Contract Documents.

The work shall be performed in two phases, refer to Construction Plans for the
work included in each phase of construction. Phase I of the work must be
completed and accepted by the Town prior to commencing work on Phase II.

Work includes, but is not limited to, the Roadway and Drainage Construction
for an area including approximately 700 linear feet ("L.F.") of NW 89th Avenue
from its intersection with NW 95th Street south to its intersection with NW 93rd
Street, approximately 650 L.F. of NW 95th Street from its intersection with NW
89th Avenue to its end to the east of NW 89th Avenue, and approximately
3,000 L.F. of NW 93rd Street from approximately 600 ft. west of NW 89th
Avenue, east to its intersection with the Florida East Coast ("FEC") railroad
right-of-way (no work within the railroad right-of-way) as depicted in the
Construction Plans.

Contractor shall be responsible for complying with the requirements of all
regulatory agencies and applicable laws; coordinating with all impacted utility
owners; and complying with the requirements of the Town's funding partners,
Miami-Dade County and the Florida Department of Environmental Protection.

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.



SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor _____ Contact Person _____

Address _____ Phone _____ Fax _____ Email _____

Project Name _____ Project Number _____

SBE-Const Contract Measure _____

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
Prime Contractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
Subcontractor Total Percentage:						

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature _____ Prime Print Name _____ Prime Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE-Const Subcontractor Signature _____ SBE-Const Subcontractor Print Name _____ SBE-Const Subcontractor Print Title _____ Date _____

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.

Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: <http://www.miamidade.gov/business/reports/certification-lists.asp>

SBD's Website: <http://www.miamidade.gov/internal/services/small-business.asp>

Small Business Development Division – Internal Services Department

NOTICE OF AWARD

Dated _____, 20____

TO:

(Bidder -Use Full Name)

(Street Address)

(Town, State, Zip Code)

BID NAME: _____

BID NUMBER: _____

DESCRIPTION OF WORK:

**NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET
ROADWAY AND DRAINAGE**

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0103, NW 89th Avenue, NW 93rd Street and NW 95th Street Roadway and Drainage in accordance with the Contract Documents.

The work shall be performed in two phases, refer to Construction Plans for the work included in each phase of construction. Phase I of the work must be completed and accepted by the Town prior to commencing work on Phase II.

Work includes, but is not limited to, the Roadway and Drainage Construction for an area including approximately 700 linear feet ("L.F.") of NW 89th Avenue from its intersection with NW 95th Street south to its intersection with NW 93rd Street, approximately 650 L.F. of NW 95th Street from its intersection with NW 89th Avenue to its end to the east of NW 89th Avenue, and approximately 3,000 L.F. of NW 93rd Street from approximately 600 ft. west of NW 89th Avenue, east to its intersection with the Florida East Coast ("FEC") railroad right-of-way (no work within the railroad right-of-way) as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordinating with all impacted utility owners; and complying with the requirements of the Town's funding partners, Miami-Dade County and the Florida Department of Environmental Protection.

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

(Print Name)

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 ALLMEN BY THESE PRESENTS:

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

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

THE CONDITION 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:

Secretary

(CORPORATE SEAL)

IN THE PRESENCE OF:

(Name of Corporation)

By: _____
(Signature and Title)

(Type Name & Title signed above)

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____

Telephone No.: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

WITNESS my hand and official seal

Notary Public, State of Florida

Printed, typed or stamped name of Notary

Public exactly as commissioned

☐ Personally known to me, or

☐ Produced identification:

(type of identification produced)

☐ Did take an oath, or

☐ Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(CORPORATE SEAL)

(Name of Corporation)

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

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

1. This sworn statement is submitted

To _____
[print name of public entity]

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

Whose business address is _____

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

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

_____).

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

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

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

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

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

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

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

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

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

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

[attach a copy of the final order]

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

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

[Signature]

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

Personally known _____

OR Produced identification _____ Notary Public – State of _____

(Type of Identification) My commission expires _____

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

Contractor's Application For Payment No. _____

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

APPLICATION FOR PAYMENT

Change Order Summary

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

CONTRACTOR'S CERTIFICATION

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

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

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

Progress Estimate

Contractor's Application

[illegible]

Progress Estimate

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

For (contract):						Application Number:			
Application Period:						Application Date:			
A	B	C	D		E		F		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:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

EJCDC No. C-941 (2002 Edition)

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

Page 2 of 2

Change Order

Instructions

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

NOTICE TO PROCEED

Dated: _____, 20 ____.

TO:

(Bidder)

Project No.: _____

PROJECT:

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0103, NW 89th Avenue, NW 93rd Street and NW 95th Street Roadway and Drainage in accordance with the Contract Documents.

The work shall be performed in two phases, refer to Construction Plans for the work included in each phase of construction. Phase I of the work must be completed and accepted by the Town prior to commencing work on Phase II.

Work includes, but is not limited to, the Roadway and Drainage Construction for an area including approximately 700 linear feet ("L.F.") of NW 89th Avenue from its intersection with NW 95th Street south to its intersection with NW 93rd Street, approximately 650 L.F. of NW 95th Street from its intersection with NW 89th Avenue to its end to the east of NW 89th Avenue, and approximately 3,000 L.F. of NW 93rd Street from approximately 600 ft. west of NW 89th Avenue, east to its intersection with the Florida East Coast ("FEC") railroad right-of-way (no work within the railroad right-of-way) as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordinating with all impacted utility owners; and complying with the requirements of the Town's funding partners, Miami-Dade County and the Florida Department of Environmental Protection.

TOWN'S CONTRACT NO: _____

CONTRACT FOR: _____

You are notified that the Contract time under the above Contract will commence to run on ____ day of _____, 20____, the Effective Date.

By that date, you are to start performing the Work and your other obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are set forth in the Contract Document; they are _____ 20____ and _____, 20____, respectively.

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

Work at the site must be started by _____, 20____, as indicated in the Contract Documents.

(Town)

By: _____
(Authorized Signature)

(Title)

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (the "Contract") is dated as of the _____ day of _____ **20**____ by and between **TOWN OF MEDLEY, FLORIDA**, a Florida municipal corporation (hereinafter called the "**TOWN**") and _____ (hereinafter called **CONTRACTOR**), with its principal place of business at _____.

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

Article 1. WORK

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

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE

Contractor shall furnish all supervision, labor, materials, tools, equipment, obtaining all required permits, and performing all operations required to construct the Town of Medley Capital Improvements Project Number SW-0103, NW 89th Avenue, NW 93rd Street and NW 95th Street Roadway and Drainage in accordance with the Contract Documents.

The work shall be performed in two phases, refer to Construction Plans for the work included in each phase of construction. Phase I of the work must be completed and accepted by the Town prior to commencing work on Phase II.

Work includes, but is not limited to, the Roadway and Drainage Construction for an area including approximately 700 linear feet ("L.F.") of NW 89th Avenue from its intersection with NW 95th Street south to its intersection with NW 93rd Street, approximately 650 L.F. of NW 95th Street from its intersection with NW 89th Avenue to its end to the east of NW 89th Avenue, and approximately 3,000 L.F. of NW 93rd Street from approximately 600 ft. west of NW 89th Avenue, east to its intersection with the Florida East Coast ("FEC") railroad right-of-way (no work within the railroad right-of-way) as depicted in the Construction Plans.

Contractor shall be responsible for complying with the requirements of all regulatory agencies and applicable laws; coordinating with all impacted utility owners; and complying with the requirements of the Town's funding partners, Miami-Dade County and the Florida Department of Environmental Protection.

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: _____ .

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 **Three Hundred and Thirty Five (335) 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 **Three Hundred and Sixty Five (365) 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 below:

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Section 4.1.1, and in accordance with the Contractor's Bid Proposal incorporated herein and made a part hereof. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2. The **CONTRACTOR** agrees that all specific cash allowances are included in the above Contract Sum and have been computed in accordance with the Contract Documents.

Article 5. PAYMENT PROCEDURES

5.1 **CONTRACTOR** shall submit Applications for Payment in accordance with the General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by **TOWN** as provided in the General Conditions.

5.2 **Progress Payments, Retainage.** **TOWN** shall make progress payments, deducting the amount from the Contract Sum above, on the basis of **CONTRACTOR'S** Applications for Payment as recommended by the **TOWN'S REPRESENTATIVE**, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall not be made until the **CONTRACTOR** delivers to the TOWN complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the TOWN, and an affidavit that so far as the **CONTRACTOR** has knowledge or information, the releases

include and cover all Materials and Work for which a lien or claim could be filed for Work completed to date.

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

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

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

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

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

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

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

5.8.1 Defective Work not remedied.

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

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

5.8.4 Damage to another Contractor not remedied.

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

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

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

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

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

Article 6. INSURANCE/INDEMNIFICATION.

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

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

Article 7. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

7.8.2. Anti-Kickback: The **CONTRACTOR** warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission,

percentage, brokerage or contingent fee, and that no employee or officer of the **TOWN** has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the TOWN shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

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

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

7.8.5 Compliance with Applicable Laws. The **CONTRACTOR** warrants that CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. The **CONTRACTOR** warrants and agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

Article 8. CONTRACT DOCUMENTS.

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

8.1.1 Change Orders.

8.1.2 Field Orders.

8.1.3 Contract for Construction.

8.1.4 Exhibits to this Contract.

8.1.5 General Conditions.

8.1.7 Technical Specifications.

8.1.9. Construction Plans or Drawings.

8.1.10. Bid Documents/Project Manual, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

- 8.1.11. Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.12. The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13. There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14. The Contract Documents shall remain the property of the TOWN. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other Projects without the TOWN's prior written authorization.
- 8.1.15. The General Conditions discuss the bond and surety requirements of the TOWN. This Contract requires bonds, which must be required before the commencement of any Work.

Article 9. DEFAULT AND TERMINATION

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

Article 10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

FOR CONTRACTOR:

FOR TOWN:

Town of Medley

7777 N.W. 72nd Avenue

Medley, Florida 33166

ATTN: TOWN Mayor

WITH COPY TO:

10.10. 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. This Contract shall be construed in accordance with and governed by the laws of the State of Florida and venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

10.11. Attorneys' Fees; Prevailing Party: 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, authorized to execute same by Council action on the ____ day of _____, 20____, and by _____ (**Contractor**), signing by and through its **President**, duly authorized to execute same.

TOWN:

ATTEST :

TOWN OF MEDLEY, FLORIDA, a Florida
municipal corporation

Town Clerk

Roberto Martell, Mayor

Executed: _____, 20____.

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

Town Attorney

CONTRACTOR:

WITNESS

By: _____

By _____
(Signature and Title)

(Corporate Seal)

(Type Name/Title signed above)

Executed: ____ of _____, 20____.

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

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

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

My Commission Expires:

Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of _____,
who signed the Bid with Town of Medley, Florida Miami-Dade County, Florida, for the project
titled **NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND
DRAINAGE**, and that the following persons have the authority to sign payment requests on
behalf of the Corporation:

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

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

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

My Commission Expires:

Notary Public

Part 3 - General Conditions

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SECTION 01002

POLLUTION CONTROL

PART 1 - GENERAL

1.01 EROSION CONTROL AND SEDIMENTATION

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

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

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

1.02 CHEMICAL POLLUTION

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

1.03 AIR POLLUTION

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

1.04 NOISE POLLUTION

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

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

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SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 LOCATION OF WORK

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

1.02 WORK TO BE PERFORMED

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

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

1.03 SEQUENCE OF CONSTRUCTION

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

1.04 DEMOLITION AND SALVAGE OF EXISTING FACILITIES

Coordinate any demolition activities with CEI.

1.05 REHABILITATION

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

1.06 DISPOSAL OF DEBRIS

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

1.07 CONTRACTOR USE OF PROJECT SITE

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

1.08 TOWN USE OF THE PROJECT SITE

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

1.09 COORDINATION WITH OTHER CONTRACTS

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

1.10 PARTIAL UTILIZATION OF THE WORK BY THE TOWN

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

1.11 PERMITS

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

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

1.12 LAND SURVEYING

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

1.13 LOCATIONS OF EXISTING UTILITIES

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

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

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SECTION 01016

SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY

PART 1 - GENERAL

1.01 CONTRACTOR'S RESPONSIBILITY FOR SAFETY

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

1.02 FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS

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

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

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

1.04 CONSTRUCTION SAFETY PROGRAM

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

1.05 SAFETY EQUIPMENT

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

1.06 STORAGE OF HAZARDOUS MATERIALS

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

1.07 TRAFFIC SAFETY AND ACCESS TO PROPERTY

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

1.08 FIRE PREVENTION AND PROTECTION

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

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

1.09 TRAFFIC CONTROL AND USE OF PUBLIC STREETS

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

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

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

1.10 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

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

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

1.11 HURRICANE PREPAREDNESS

A. General

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

B. Upon Notification of a Hurricane Watch

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

C. Upon Notification of a Hurricane Warning

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

1.12 WORKING IN CONFINED SPACES

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

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

SECTION 01018

ENVIRONMENTAL CONTAMINATION

PART 1 - GENERAL

1.01 ENVIRONMENTAL CONSIDERATIONS

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

1.02 SPECIALIZED CONSTRUCTION AREA

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

PART 2 - PRODUCTS

2.01 REQUIREMENTS

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

PART 3 - EXECUTION

3.01 INSTALLATION REQUIREMENTS

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

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 QUALITY ASSURANCE -CONTROL OF INSTALLATION

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

1.02 TOLERANCES

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

1.03 REFERENCES AND STANDARDS

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

standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

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

1.04 DEMOLITION AND SALVAGE OF EXISTING FACILITIES

Coordinate any demolition activities with CEI.

1.05 REHABILITATION

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

1.06 DISPOSAL OF DEBRIS

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

1.07 CONTRACTOR USE OF PROJECT SITE

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

1.08 TOWN USE OF THE PROJECT SITE

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

1.09 COORDINATION WITH OTHER CONTRACTS

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

1.10 PARTIAL UTILIZATION OF THE WORK BY THE TOWN

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

1.11 PERMITS

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

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

1.12 LAND SURVEYING

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

1.13 LOCATIONS OF EXISTING UTILITIES

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

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

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SECTION 01710

CLEANING

PART 1 - GENERAL

1.01 SCOPE OF WORK

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

1.02 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.01 ON-SITE WASTE CONTAINERS

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

2.02 CLEANING MATERIALS

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

PART 3 - EXECUTION

3.01 SAFETY REQUIREMENTS

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

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

3.02 INTERIM CLEANING

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

3.03 FINAL CLEANING

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

END OF SECTION

SECTION 01750

MAINTENANCE OF TRAFFIC AND PUBLIC STREETS

PART 1 - GENERAL

1.01 SCOPE OF WORK

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

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

1.02 REGULATIONS

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

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

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

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

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

Supplementary Conditions

SUPPLEMENTARY CONDITIONS

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APPENDIX TO THE SUPPLEMENTARY CONDITIONS

Appendix A: Miami-Dade County Responsible Wages and Benefits

Appendix B: Small Business Division Project Worksheet

1. SUPPLEMENTARY CONDITIONS

1.01 SUPPLEMENTARY CONDITIONS APPLICABILITY

- A. These Supplementary Conditions amend or supplement the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

1.02 APPLICABLE WAGE RATES

- A. The applicable Standard Industrial Classification (SIC) manual code is SIC 16 Highway Construction. The Responsible Wages and Benefits Schedule (Construction Type: Highway) for wages and benefits to be paid for work performed under this Contract will be the schedule in effect on January 1st of the calendar year in which the work is performed. The Responsible Wages and Benefits Schedule in effect at the time of Project Solicitation is provided as Appendix A to these Supplementary Conditions. Updated Responsible Wages and Benefits Schedules are available at <http://www.miamidade.gov/smallbusiness/responsible-wages-and-benefits.asp>
- B. When a required classification is not listed as a separate class in the County's Responsible Wage rates schedule (e.g. Traffic Signal Technician), Contractor must use Davis-Bacon Wages for said classification.

1.01 ADDITIONAL SBE-CONST CONTRACT MEASURE REQUIREMENTS

- A. In accordance with Miami-Dade County Ordinance No.'s 97-52, 14-98, and 97-158; A.O. 3-22, a Small Business Enterprise-Construction (SBE-CONST) Contract Measure has been established for this Project. SBD Worksheet can be found under Appendix B to these Specifications Contractor must comply with the requirements of the Internal Services Department, Small Business Development Division (SBD) Small Business Enterprise-Construction Program (SBE-CONST) Participation Provisions and Small Business Enterprise Goods and Services (SBE-GS). A current copy of the provisions may be obtained at <http://www.miamidade.gov/business/business-certification-programs.asp>.
- B. Unless waived by majority vote of the Miami-Dade Board of County Commissioners, Contractor must comply with the following provisions for all contracts where a SBE-CONST subcontractor goal(s) is established for SBE-CONSTs to perform and achieve said goals:
1. No SBE-CONST firm entering into a subcontract for \$200,000 or less shall be required to execute and deliver a payment and performance bond as a condition of executing such subcontract or performing the work unless, in the case of a subcontract, the prime contractor has requested from the County, and the County has approved prior to the execution of the subcontract, such request based on information submitted by the prime contractor. Such information shall include, but not be limited to, the following: (1) subcontractor's prior work history; (2) subcontractor's number of years in business; (3) scope of work; (4) conditions affecting the work; (5) value of the subcontract; (6) schedule considerations; (7) subcontract terms; and (8) any other factors that may affect risk.
 2. Upon the mutual agreement between the prime contractor and SBE-CONST, the SBE-CONST may be paid up to five percent (5%) of the value of the subcontract, exclusive of contingencies, in advance, upon written evidence reasonably satisfactory to the Internal Services Department, Small Business Development Division "SBD") of the SBE-CONST's imminent expenditure of

those funds for mobilization directly related to the work. Such written evidence may include, but is not limited to, executed contracts, purchase orders, and invoices, and must be submitted to SBD and the contracting department.

3. Upon mutual agreement between the prime contractor and SBE-CONST subcontractor and prior approval by SBD, provided that (i) the SBE-CONST subcontractor is not in breach of its payment and performance obligations under the subcontract, and (ii) the SBE-CONST subcontractor is responsible for the negotiation and purchase of materials, the prime contractor shall pay directly for the purchase of any material to be incorporated in the work which is the object of the SBE-CONST's subcontract. Such direct payment shall be made by dual party check made payable to the material supplier and the SBE-CONST subcontractor and shall be credited against the prime contractor's payment obligations under the subcontract and credited against the agreed items in the schedule of values where the materials were used.
4. The retainage withheld from payments to SBE-CONST subcontractor(s) shall not exceed 5 percent (5%), after fifty percent (50%) completion of the work and materials under the SBE-CONST subcontractor(s) contract. Any and all amounts withheld in retainage under a SBE-CONST's subcontract shall be paid in full upon satisfactory completion and acceptance of the SBE-CONST's work in compliance with its subcontract within the same number of days that the County has mandated as the billing cycle for said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the SBE-CONST subcontractor(s) to the prime contractor, whichever is less, regardless of whether the prime contractor has received payment from the County.
5. Within five (5) working days of the prime contractor becoming aware of a performance problem with a SBE-CONST, the prime contractor shall notify the SBE-CONST of such problem, in writing and with sufficient specificity to allow the SBE-CONST to identify and redress the problem, and shall allow the SBE-CONST a reasonable cure period. Disputes between the prime contractor and any SBE-CONST shall be submitted to SBD for expedited alternative dispute resolution.
6. A prime contractor shall not require of any SBE-CONST more than the minimum insurance coverage (\$300,000 General Liability, \$300,000 Automobile and Worker's Compensation in accordance with state law) unless the prime contractor has requested from the County, and the County has approved prior to the execution of the subcontract, such request based on information submitted by the prime contractor. Such information shall include, but not be limited to, the following: (1) work discipline covered by the subcontract; (2) subcontractor's prior work history; (3) subcontractor's number of years in business; (4) scope of work; (5) conditions affecting the work; (6) value of the subcontract; (7) schedule considerations; (8) contract terms; and (9) any other factors that may affect risk.

1.02 EMPLOYMENT ELIGIBILITY VERIFICATION

- A. By entering into this Contract, the Contractor affirms its enrollment and participation in the Federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security, to verify information under the terms governing use of the system.
- B. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.
- C. The Contractor shall also be responsible for entering into an agreement, with each and every vendor and subcontractor, that states that the vendor or subcontractor (and their vendors) is independently responsible for its own employment decisions, including hiring, disciplinary and termination decisions; and is participating in the "E-Verify" program to confirm, under the terms governing use of the system, the employment eligibility of all persons assigned to perform work or provide materials and services in support of this Contract.
- D. Miami-Dade County reserves the right, at any time, to request supporting documentation, as evidence of services provided and demonstration of compliance with the above requirements.

1.03 NONDISCRIMINATION

- A. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- B. By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

Appendix A

Miami-Dade County Responsible Wages and Benefits

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS **SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY**

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **HIGHWAY**

Highway Construction projects include the construction, alteration or repairs of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM (For Contractors Optional Use)

2016

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RESPONSIBLE WAGES AND BENEFITS
CONSTRUCTION TYPE: HIGHWAY

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C. NOTICE TO EMPLOYEES

D. FAIR WAGE AFFIDAVIT

E. PAYROLL FORM

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at <http://www.municode.com/resources/gateway.asp?pid=10620&sid=9>.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January 1st of the year in which the work is performed.

B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to

the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County. If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Small Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

Small Business Development
Internal Services Department
111 N.W. 1st Street, 19th Floor, Miami, Florida 33128
(305) 375-3111

Neither the contractor, nor any subcontractor on the project, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

The contractor, and all subcontractors, must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of

all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. Form

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will

notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Implementing Order 3-24) shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings

Upon timely receipt of a request for an administrative hearing before a hearing officer to appeal a determination of non-compliance, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations together with a transcript of the hearing to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the hearing officer, and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be

deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work

performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees are in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

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RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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CARPENTERS

Carpenters	\$ 22.50	\$ 4.00	\$ 3.00	\$ 29.50
Foreman (5 or more workers)	24.30	4.00	3.00	31.30
Foreman (12 or more workers)	25.20	4.00	3.00	32.20
General Foreman	26.10	4.00	3.00	33.10

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	\$ 13.95	\$ 4.00	\$ 3.00	\$ 20.95
2nd 6 month period	15.08	4.00	3.00	22.08
3rd 6 month period	16.20	4.00	3.00	23.20
4th 6 month period	17.33	4.00	3.00	24.33
5th 6 month period	18.45	4.00	3.00	25.45
6th 6 month period	19.58	4.00	3.00	26.58
7th 6 month period	20.70	4.00	3.00	27.70
8th 6 month period	21.83	4.00	3.00	28.83

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Forms

The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

Railing

The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

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ELECTRICAL WORKERS

Journeymen:

Wiremen	\$ 30.61	\$ 6.35	\$ 4.29	\$ 41.25
Cable Splicer	31.11	6.35	4.36	41.82
Welder	31.11	6.35	4.36	41.82
Foremen (2)	33.67	6.35	4.71	44.73
General Foremen (22 or more Journeymen)	36.73	6.35	5.14	48.22

For projects awarded or bid prior to January 1, 2014 where the electrical portion of the contract is less than \$2 million.

Wiremen	\$ 27.15	\$ 5.85	\$ 3.53	\$ 36.53
Foremen (2)	29.87	5.85	3.88	39.60
General Foremen (22 or more Journeymen)	32.58	5.85	4.24	42.67

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

First year	\$ 14.73	\$ 4.22	\$ 2.06	\$ 21.01
Second year	15.57	4.22	2.18	21.97
Third year	17.24	4.22	2.41	23.87
Fourth year	18.90	4.22	2.65	25.77
Fifth year	22.96	4.22	3.21	30.39

Add \$1.00 per hour to the per hour wage rate for Journeymen working in high hazardous locations.

Traffic Signalization Work Only (DAVIS BACON GENERAL DECISION NUMBER FL150221 01/09/2015)

Traffic Signal Installer	\$ 19.07	\$ -	\$ -	\$ 19.07
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(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where three (3) Journeyman are employed, one shall be designated foreman. One (1) additional Journeyman shall be designated foreman if there are 10-14 Journeyman, and one (1) additional for 15-21 Journeyman.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshowes, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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ELECTRICAL WORKERS, Continued

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems, pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightening protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear.

APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, Cable Splicer or Welders.

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ELECTRICAL WORKERS (ELECTRIC SIGN)

Journeyman:

Wireman	\$ 25.50	\$ 6.35	\$ 3.57	\$ 35.42
Foremen (2)	28.05	6.35	3.93	38.33

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

First Period	\$ 14.39	\$ 4.22	\$ 2.01	\$ 20.62
Second Period	14.39	4.22	2.01	20.62
Third Period	15.20	4.22	2.13	21.55
Fourth Period	16.83	4.22	2.36	23.41
Fifth Period	18.46	4.22	2.58	25.26
Sixth Period	22.58	4.22	3.16	29.96

Add \$2.00 per hour to the per hour wage rate for Journeymen working in high hazardous locations.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where ten (10) Journeyman are employed, one shall be designated foreman.

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

APPRENTICE RATIO: Two (2) Apprentices to one to three (1- 3) Wiremen.

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IRONWORKERS

Ironworkers	\$ 24.21	\$ 5.00	\$ 2.78	\$ 31.99
Foreman (2)	26.63	5.00	2.78	34.41
General Foremen (2)	29.05	5.00	2.78	36.83

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

First 6 months - 800 Hrs	\$ 13.35	\$ 5.00	\$ -	\$ 18.35
Second 6 months - 800 Hrs	14.68	5.00	-	19.68
Third 6 months - 800 Hrs	16.02	5.00	-	21.02
Fourth 6 months - 800 Hrs	17.35	5.00	-	22.35
Fifth 6 months - 800 Hrs	18.69	5.00	-	23.69
Sixth 6 months - 800 Hrs	20.02	5.00	-	25.02
Seventh 6 months - 800 Hrs	21.36	5.00	-	26.36
Eighth 6 months - 800 Hrs	22.69	5.00	-	27.69

Per Hour Premiums:

Diving Pay add Journeyman wages plus \$5.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Required when 2 or more Ironworkers are employed by one employer. When a crew exceeds 12 or more, another foreman is required. A General Foreman is required if three or more Ironworker Foreman are employed on a job.

Scope of work under this trade includes but is not limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types) column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, and glazing – caulking – sealants.

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices/Trainees.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.

LABORERS

Laborer	\$ 15.00	\$ 3.00	\$ 1.92	\$ 19.92
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Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	\$ 12.00	\$ 3.00	\$ 1.92	\$ 16.92
2nd 6 month period	12.75	3.00	1.92	17.67
3rd 6 month period	13.50	3.00	1.92	18.42
4th 6 month period	14.25	3.00	1.92	19.17

Per Hour Premiums:

Laborer Foremen (4 or more laborers) - \$1.00 per hour on top of the highest paid laborers

General Foreman (15 or more laborers) - \$ 1.50 per hour on top of the highest paid laborers

\$0.50 Mason and Plasterer Tenders, Concrete Placement-Patchmen and Finish Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper and Mixers, Cutting Torch, Hydro Blasting, Chain Saw.

\$2.50 Sidewalk and Curb Form Builders and Setters, Concrete Finish and Repair, Water Sewer and Storm Drain Pipelayers, Asbestos Removal, Hazardous Waste and Lead Removal, Remediation and Handling.

Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer line is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T. V. crew should be classified and paid as laborer. The CCTV Operator should receive the \$2.50 per hour supplement for Water Sewer & Storm Drain Pipelayers. The rate for the Vector Trucks Operator is listed under the Operating Engineers Wage Schedule.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Asphalt Paving Work Only (DAVIS BACON GENERAL DECISION NUMBER FL150221 - 1/9/15)

Asphalt Raker	\$ 12.31	\$ -	\$ -	\$ 12.31
Asphalt Shoveler	12.31	-	-	12.31
Asphalt Spreader and Distributor	12.31	-	-	12.31

Scope of work includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.

LABORERS, Continued

Scaffolds - erection, planking and removal.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc.

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Streets, Ways and Bridges - Work in the excavation, preparation, concreting, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof. Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways, roadways, apron, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting, setting, leveling, and securing or bracing of metal or other road forms and expansion joints, Cutting of concrete for expansion joints. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curbs sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work.

Trenches, Manholes, Handling and Distribution of Pipe, etc. - Cutting of streets and ways for laying pipes,, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading, and resurfacing and all other labor connected therewith.

Sewers, Drains, Culverts and Multiplate - Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe and multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete back-filling, tamping, re-surfacing and paving of all ditches in preparation for the laying of pipe. Pipelaying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers, and all pipe for drainage.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading; Wrecking; and Railroad Track Work.

APPRENTICE RATIO: One (1) Apprentices to three (3) Laborers.

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)

Millwright, Machinery Erectors	\$ 29.73	\$ 4.00	\$ 8.55	\$ 42.28
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Per Hour Premiums:

\$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)

\$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman)

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st Year	\$ 19.32	\$ 4.00	\$ 8.55	\$ 31.87
2nd Year	22.30	4.00	8.55	34.85
3rd Year	25.27	4.00	8.55	37.82
4th Year	28.24	4.00	8.55	40.79
Journeyman Divers (2)	\$ 36.02	\$ 4.00	\$ 8.55	\$ 48.57
Diver Foreman	38.02	4.00	8.55	50.57
Diver Foreman (11 or more workers)	40.02	4.00	8.55	52.57
Diver Tenders	32.02	4.00	8.55	44.57

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Diver classification applies to any Millwright that performs work beneath the water surface.

Scope of work under this trade includes but is not limited to: installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

APPRENTICE RATIO: One (1) Apprentice to three (3) Millwrights or Machinery Erectors.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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OPERATORS AND TRUCK DRIVERS (DAVIS BACON GENERAL DECISION NUMBER FL150221 1/09/15)

OPERATORS

Backhoe/Excavator/Trackhoe	\$ 16.24	\$ -	\$ -	\$ 16.24
Bobcat/Skid/Steer/Skid Loader	12.88	-	-	12.88
Boom	18.95	-	-	18.95
Boring Machine	15.29	-	-	15.29
Broom/Sweeper	13.01	-	-	13.01
Bulldozer	16.77	-	-	16.77
Concrete Finishing Machine	15.44	-	-	15.44
Concrete Saw	14.43	-	-	14.43
Crane	22.46	-	-	22.46
Curb Machine	20.74	-	-	20.74
Distributor	13.29	-	-	13.29
Drill	14.78	-	-	14.78
Forklift	16.32	-	-	16.32
Gradall	14.71	-	-	14.71
Grader/Blade	20.22	3.85	-	24.07
Loader	15.53	-	-	15.53
Mechanic	18.03	-	-	18.03
Milling Machine	14.67	-	-	14.67
Oil Distributor	16.32	-	-	16.32
Paver	13.61	-	-	13.61
Piledriver	17.23	-	-	17.23
Post Driver (Guardrail /Fences)	14.45	-	-	14.45
Roller	13.67	-	-	13.67
Scraper	12.01	-	-	12.01
Screed	14.15	-	-	14.15
Striping Machine	15.07	-	-	15.07
Spray Nozzleman	11.16	-	-	11.16
Tractor	12.19	-	-	12.19
Trencher	14.74	-	-	14.74

TRUCK DRIVERS

Distributor	\$ 14.96	\$ 2.17	\$ -	\$ 17.13
Dump Truck	12.19	-	-	12.19
Flatbed Truck	14.28	-	-	14.28
Lowboy Truck	15.07	-	-	15.07
Slurry Truck	11.96	-	-	11.96
Vactor Truck	14.21	-	-	14.21
Water Truck	13.17	1.60	-	14.77

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2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PAINTERS/WALL COVERING INSTALLATIONS

Painter - Commerical	\$ 15.75	\$ 3.80	\$ 3.38	\$ 22.93
Painter - Industrial	19.50	4.30	3.73	27.53
Painter - Bridge	28.00	4.30	5.60	37.90

Industrial Rates are used on Water Treatment Plants, Pump Stations, Elevated / Ground Storage Tanks and Communication Towers.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	\$ 10.24	\$ 3.80	\$ 3.38	\$ 17.42
2nd 6 months	11.03	3.80	3.38	18.21
3rd 6 months	11.81	3.80	3.38	18.99
4th 6 months	12.60	3.80	3.38	19.78
5th 6 months	13.39	3.80	3.38	20.57
6th 6 months	14.18	3.80	3.38	21.36
7th and 8th 6 months	14.96	3.80	3.38	22.14

Per Hour Premiums:

\$1.00 Chargeperson working up to 5 employees

\$1.50 Chargeperson working 6 or more employees

\$1.00 General Foreman above highest paid Chargeperson

Highway/Parking Lot Striping Only (DAVIS BACON GENERAL DECISION NUMBER FL150221 01/09/15)

Painter (Highway/Parking Lot Striper)	\$ 12.13	\$ -	\$ -	\$ 12.13
Operator (Spray Nozzleman)	11.16	-	-	11.16

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

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§2-11.16 CODE OF MIAMI-DADE COUNTY
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2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PAINTERS/WALL COVERING INSTALLATIONS, Continued

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

The inspection of all coatings and/or coating systems during their applications.

All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;

Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

APPRENTICE RATIO: One (1) Apprentice to three (3) Painters or Wall Covering Installers.

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RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS

Piledrivers and Bridge Carpenters	\$ 24.70	\$ 3.51	\$ 5.85	\$ 34.06
Foreman (10 or less workers)	28.20	3.51	5.85	37.56

Divers (Wet days up to 59' or Dry days)	\$ 29.15	\$ 3.51	\$ 5.85	\$ 38.51
Diver Tender	24.70	3.51	5.85	34.06

Foremen (10 or less) - \$2.00 per hour over the Divers rate

Foreman (11 or more workers) - \$ 4.00 per hour over the Diver rate

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of \$1.00 per hour/ per foot per day for (60'-100'). Over 100' will be

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of \$2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of \$1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: \$1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st year	\$ 14.82	\$ 3.51	\$ 5.85	\$ 24.18
2nd year	17.29	3.51	5.85	26.65
3rd year	19.76	3.51	5.85	29.12
4th year	22.23	3.51	5.85	31.59

Per Hour Premiums:

\$0.50 Certified Welders

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles;

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

Foundation work, including all piling, whether cast-in-place, poured-in-place, driven, jetted, augered, pre-augered or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of wailing, spring and fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite.

APPRENTICE RATIO: One (1) Apprentice to three (3) Piledrivers or Bridge Carpenters.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PLASTERERS AND CEMENT MASONS

Light Commercial (Buildings under 5,000 square feet and do not have an elevator)

Interior-Exterior Plasterers	\$ 16.20	\$ 6.20	\$ 2.28	\$ 24.68
Apprentices:				
1st Period	\$ 10.53	\$ 6.20	\$ 2.28	\$ 19.01
2nd Period	11.34	6.20	2.28	19.82
3rd Period	12.15	6.20	2.28	20.63
4th Period	12.96	6.20	2.28	21.44
5th Period	13.77	6.20	2.28	22.25
6th Period	14.58	6.20	2.28	23.06
Cement Mason & Form Setters	\$ 16.20	\$ 6.20	\$ 2.28	\$ 24.68
Apprentices:				
1st Period	\$ 10.53	\$ 6.20	\$ 2.28	\$ 19.01
2nd Period	12.15	6.20	2.28	20.63
3rd Period	12.96	6.20	2.28	21.44
4th Period	14.58	6.20	2.28	23.06

Commercial (Buildings over 5,000 square feet or a building with an elevator)

Interior-Exterior Plasterers	\$ 20.75	\$ 6.20	\$ 2.28	\$ 29.23
Apprentices:				
1st Period	\$ 13.49	\$ 6.20	\$ 2.28	\$ 21.97
2nd Period	14.53	6.20	2.28	23.01
3rd Period	15.56	6.20	2.28	24.04
4th Period	16.60	6.20	2.28	25.08
5th Period	17.64	6.20	2.28	26.12
6th Period	18.68	6.20	2.28	27.16
Cement Mason & Form Setters	\$ 20.75	\$ 6.20	\$ 2.28	\$ 29.23
Apprentices:				
1st Period	\$ 13.49	\$ 6.20	\$ 2.28	\$ 21.97
2nd Period	15.56	6.20	2.28	24.04
3rd Period	16.60	6.20	2.28	25.08
4th Period	18.68	6.20	2.28	27.16

Industrial (Warehouses and Plants)

Interior-Exterior Plasterers	\$ 23.41	\$ 6.20	\$ 2.50	\$ 32.11
Apprentices:				
1st Period	\$ 15.22	\$ 6.20	\$ 2.50	\$ 23.92
2nd Period	16.39	6.20	2.50	25.09
3rd Period	17.56	6.20	2.50	26.26
4th Period	18.73	6.20	2.50	27.43
5th Period	19.90	6.20	2.50	28.60
6th Period	21.07	6.20	2.50	29.77

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PLASTERERS AND CEMENT MASONS, Continued

Cement Mason & Form Setters	\$ 23.41	\$ 6.20	\$ 2.50	\$ 32.11
Apprentices:				
1st Period	\$ 15.22	\$ 6.20	\$ 2.50	\$ 23.92
2nd Period	17.56	6.20	2.50	26.26
3rd Period	18.73	6.20	2.50	27.43
4th Period	21.07	6.20	2.50	29.77

\$2.00 Foreman above the highest paid Interior-Exterior Plasterers/Cement Mason & Form Setters.

\$4.00 Superintendents above the highest paid Interior-Exterior Plasterers/Cement Mason & Form Setters.

Per Hour Premiums:

\$.50 for operators of the concrete finishing machine, swinging scaffold, laser screeds, curb machine, and/or any

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work shall consist of any and all plastering and Concrete finishing.

Scope of work under the plastering trade includes but is not limited to the application of any type of lathing, scratch and finishing with the entire plastering industry, Stucco, EIFS, Synthetics, etc.

Scope of work under the Cement Mason Finishers trade includes but is not limited to: the set-up and finish of any type of concrete including but not limited to, curb and gutter, steps, man-holes, flatwork, slabs structures, and all types of decorative concrete, including all types of stamp concrete, saw cut designs and color chemical (acid) stains.

APPRENTICE RATIO: Three (3) Apprentices to one (1) Interior/Exterior Plasterers or Cement Mason & Form Setters provided that (1) Apprentice is 4th period or higher.

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2016

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Miami Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

**Internal Services Department
Small Business Development Division
The Stephen P. Clark Center
111 N.W. 1st Street - 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-3160**

NOTICE



County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE

You must be paid not less than the required base hourly rate for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the schedule posted with this notice for the type of work you are performing as listed on the wage and benefits schedule applicable to this project.

APPRENTICES & TRAINEES

Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS

Sanctions for a first time offender are 10% of the amount of underpayment payable to the County. The sanctions increase to 20% for the second underpayment and 30% for the third underpayment. Contractors found to have underpaid a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
SMALL BUSINESS DEVELOPMENT DIVISION
111 NW 1ST STREET, 19TH FLOOR, MIAMI, FLORIDA 33128-1975
TELEPHONE: (305) 375-3111 FAX: (305) 375-3160
WEB PAGE: <http://www.miamidade.gov/business/reports-wages.asp>

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____
(PRINT NAME)
the _____ of _____,
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)
who attests that _____ shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)
the project minimum wage rates in accordance with Responsible Wages and Benefits,
Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the
contract documents.

**State of FLORIDA
County of Miami-Dade**

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
201____.

_____ Personally known or _____ produced identification.

(Signature of Notary Public - State of Florida)
Name of

(Print, Type, or Stamp Commissioned
Notary Public)

Type of identification produced: _____

PAYROLL
(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>				ADDRESS				OMB No.: 1215-0149 Expires: 03/31/2003											
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION				PROJECT OR CONTRACT NO.											
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
														FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said _____
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination Incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

Appendix B

Small Business Division Project Worksheet



Small Business Development Division Project Worksheet

Project/Contract Title:

JOINT PARTICIPATION AGREEMENT (JPA) BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MEDLEY FOR ROADWAY IMPROVEMENT PROJECT ALONG NW 89 AVENUE FROM NW 93 STREET TO NW 95 STREET AND NW 93 STREET FROM NW 89 AVENUE TO NW 87 AVENUE

Received Date: 04/04/2016

Project/Contract No:

20160025

Funding Source:

Resubmittal Date(s):

Department:

PUBLIC WORKS AND WASTE MANAGEMENT ROAD IMPACT FEES

Estimated Cost of Project/Bid: \$2,303,259.00

Description of Project/Bid:

Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct roadway improvements to improve connectivity in the area and provide a safer access for area businesses. Work includes street capacity improvements, drainage improvements, major storm water improvements, and street restoration and resurfacing.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	SBE/CONS	11.70%

Reasons for Recommendation

An analysis of the factors contained in the project package, as well as the factors contained in Implementing Order 3-22 indicates a 11.70% SBE-CONS goal is appropriate for this contract.

CWP Not Applicable: Not in DTA

Trade Category: 237310-Highway, Street, And Bridge Construction; 238110-Poured Concrete Foundation And Structure Contractors; 238990-All Other Specialty Trade Contractors

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Highway, Street, and Bridge Construction	SBE/CONS	\$209,596.57	9.10%	
All Other Specialty Trade Contractors	SBE/CONS	\$43,761.92	1.90%	
Poured Concrete Foundation and Structure Contractors	SBE/CONS	\$16,122.81	0.70%	
Total		\$269,481.30	11.70%	

Living Wages: YES ☐ NO ☒

Highway: YES ☒ NO ☐

Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☒ NO ☐

Building: YES ☐ NO ☒

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside	Tier 2 Set Aside
Set Aside	Level 1
Level 2	Level 3
Trade Set Aside (MCC)	Goal
Bid Preference	
No Measure	Deferred
Selection Factor	
CWP	

SBD Director: [Signature] Date: 4/11/16

Construction Plans



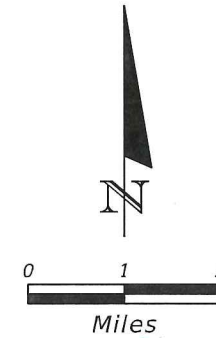
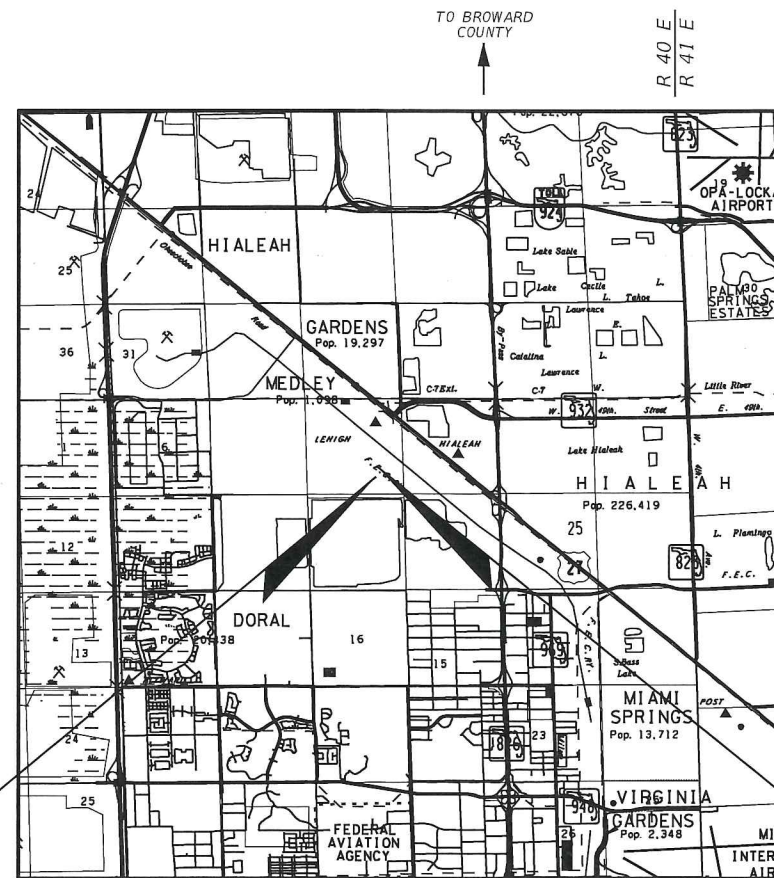
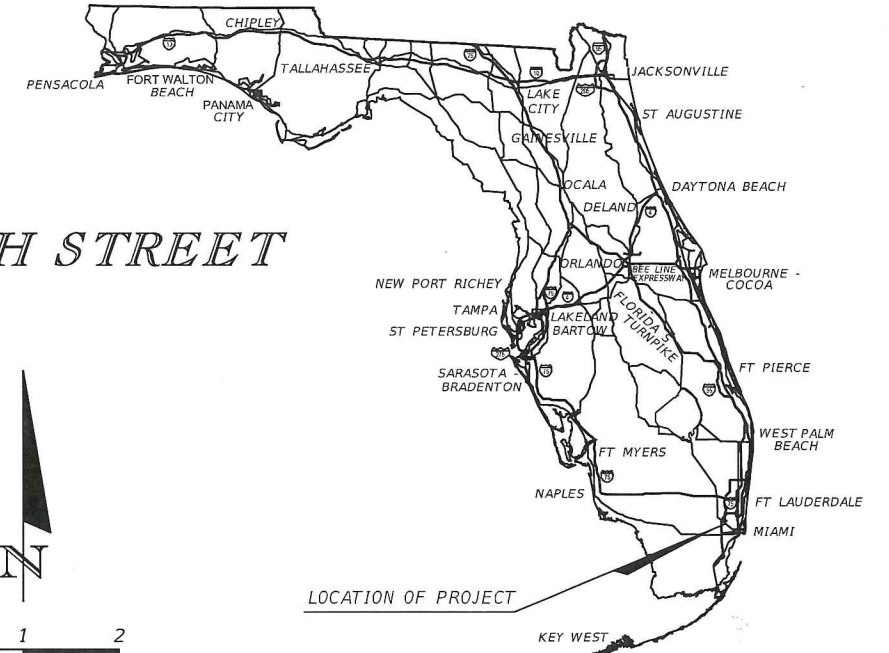
TOWN OF MEDLEY

CONTRACT PLANS FOR NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET (PHASE I) MIAMI-DADE COUNTY

COMPONENTS OF CONTRACT PLANS SET ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	SUMMARY OF DRAINAGE STRUCTURES
4	GENERAL NOTES
5-6	ROADWAY PLAN-PROFILE
7-10	DRAINAGE STRUCTURES
CTL-1 - CTL-11	TOPOGRAPHICAL SURVEY



BEGIN PROJECT
B SURVEY NW 89TH AVE
STA 9+60.00

END PROJECT
B SURVEY NW 89TH AVE
STA 15+40.00

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:
KIMLEY-HORN AND ASSOCIATES, INC.
LEONTE I. ALMONTE, P.E.
1221 BRICKELL AVENUE - SUITE 400
MIAMI, FLORIDA 33131

Always call 811 two full business days before you dig



THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE
GOVERNED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN
STANDARDS 2016, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE
CONSTRUCTION DATED 2016, MANUAL ON UNIFORM MINIMUM STANDARDS FOR
DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (DATED
MAY 2013) AS AMENDED BY CONTRACT DOCUMENTS. MIAMI-DADE COUNTY PUBLIC
WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS PART 1,2,AND 3. THE
MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT - HIGHWAY DIVISION STANDARD
DETAILS

PREPARED FOR
TOWN OF MEDLEY
BY

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
1221 BRICKELL AVENUE - SUITE 400
MIAMI, FLORIDA 33131
PHONE (305) 673-2025

CERTIFICATE OF AUTHORIZATION NO. 696

TOWN COUNCIL

MAYOR
ROBERTO MARTELL

VICE-MAYOR
JACK MORROW

COUNCILPERSON
EDGAR AYALA

COUNCILPERSON
GRISELIA DIGIACOMO

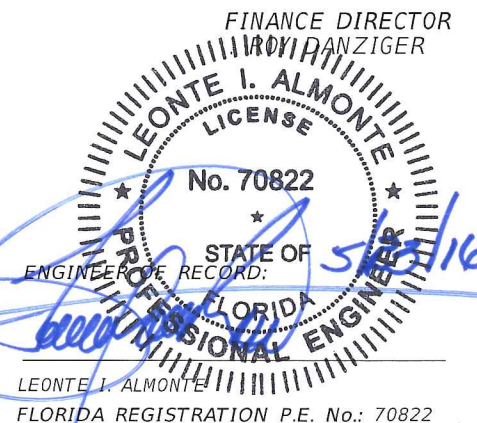
COUNCILPERSON
SUSANA GUASCH

STORMWATER UTILITIES ADMINISTRATION

UTILITIES DIRECTOR
JORGE C. SOTO

TOWN ENGINEER
JORGE E. CORZO P.E. C.F.M.

FINANCE DIRECTOR
JOY DANZIGER



SHEET
NO.

1

Summary of Pay Items			
PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
110-1-1	CLEARING AND GRUBBING	LS	1
334-1-23	SUPERPAVE ASPH CONC, TRAFFIC C, PG 76-22, PMA	TN	30
425-2-92	MANHOLES, J-8, >10'	EA	3
425-11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	3
425-15-72	INLETS, DITCH BOTTOM, TYPE G, >10'	EA	3
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	155
430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36" S/CD	LF	498
550-10-221	FENCING, TYPE B, 5.1'-6.0', W/ BARB ATTACHMENT	LF	326
550-60-236	FENCE GATE, TYP B, SLIDE/CANT, 24.1'-30.0' OPENING	EA	1

PAY ITEM NOTES

102-1	INCLUDES COST OF PAY ITEMS 104-10-3 AND 104-18. PAY ITEMS 104-15 (SOIL TRACKING PREVENTION DEVICE), 104-18 (INLET PROTECTION SYSTEM), 107-1 (LITTER REMOVAL), AND 107-2 (MOWING) ARE INCLUDED IN THE PAY ITEM 102-1 (MAINTENANCE OF TRAFFIC).
110-1-1 334-1-23	INCLUDES REMOVAL AND DISPOSAL OF EXISTING FENCE. THIS QUANTITY IS FOR RESTORATION OF 2" OF ASPHALT IN THE AREAS OF THE PROPOSED WORK. THIS QUANTITY CAN BE INCREASED, DECREASED OR OMITTED BY THE ENGINEER.
425-11	IF THE STRUCTURE IS TO BE DAMAGED DURING CONSTRUCTION, IT SHOULD BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
430-175-124	INCLUDES ADDITIONAL 15 LF TO BE USED AS DIRECTED BY THE ENGINEER. THIS QUANTITY CAN BE INCREASED, DECREASED OR OMITTED BY THE ENGINEER.
430-175-136	INCLUDES ADDITIONAL 47 LF TO BE USED AS DIRECTED BY THE ENGINEER. THIS QUANTITY CAN BE INCREASED, DECREASED OR OMITTED BY THE ENGINEER.
430-175-1XX	PIPE ALTERNATIVES INCLUDE ONLY RCP PIPE.
550-10-221	INCLUDES ADDITIONAL 30 LF TO BE USED AS DIRECTED BY THE ENGINEER. THIS QUANTITY CAN BE INCREASED, DECREASED OR OMITTED BY THE ENGINEER.

REVISIONS				 Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228	 TOWN OF MEDLEY	SUMMARY OF PAY ITEMS	SHEET NO.		
DATE	DESCRIPTION	DATE	DESCRIPTION				COUNTY	OCP No	2
							MIAMI-DADE	SW-0103	

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM AND CROSS DRAIN OPTIONAL MATERIAL		MANHOLES		DITCH BOTTOM INLETS		REMARKS
						ROUND		J - 8		G		
						24"	36"	<10'	>10'	<10'	>10'	
P	EX S-597	9+60.63	LT	EXIST MANHOLE,	1							SEAL EXIST. PIPE OPENING, CORE DRILL, CONNECT PIPE
F				PIPE								
P	S-601	9+73.60	RT	MANHOLE, PIPE	1	32			1			J-BOTTOM 7.0' DIA
F												
P	EX S-598	9+81.42	RT	INLET, PIPE	1	5						SEAL EXIST. PIPE OPENING, CORE DRILL, CONNECT PIPE
F												
P	S-602	10+13.14	RT	MANHOLE, PIPE	1		35		1			W/ J-BOTTOM 5.0' DIA
F												
P	S-603	11+34.00	RT	INLET, PIPE	1		116				1	W/ PAVT
F												
P	S-604	12+70.00	LT	INLET, PIPE	1		16				1	
F												
P	S-605	12+70.00	RT	INLET, PIPE	1		131				1	W/ PAVT
F												
P	S-607	14+28.05	LT	MANHOLE, PIPE	1		153		1			W/ J-BOTTOM 5.0' X 5.0'
F												
P	EX S-608	15+34.55	LT	EXIST MANHOLE,	1	103						CORE DRILL, CONNECT PIPE
F				PIPE								
P												
F												
P												
F												
P												
F												
P												
F												
SHEET TOTALS				PLAN QUANTITY :		140	451		3		3	
				FINAL QUANTITY :								
GRAND TOTALS				PLAN QUANTITY :		140	451		3		3	
				FINAL QUANTITY :								

1. REFER TO THE "TOPOGRAPHIC SURVEY" SHEETS FOR HORIZONTAL AND VERTICAL DATUM'S USED ON THIS PROJECT.

2. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS: CORNERS AND MONUMENTS IN CONFLICT WITH THE WORK AND IN DANGER OF BEING DAMAGED, DESTROYED, OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED-LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THE SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR TO REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK, ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.

3. THE CONTRACTOR SHALL PAINT ALL STATIONS WITH STENCILED NUMBERS ON THE FACE OF CURB:

A. AT NEW CURB NOT LATER THAN 72 HOURS AFTER BEING POURED.

B. WHERE CURB DOES NOT EXIST AND SHALL NOT BE CONSTRUCTED, THE CONTRACTOR SHALL MAINTAIN STATIONING WITH SURVEYING STAKES. CONTRACTOR SHALL MAINTAIN THE STATION MARKS VISIBLE UNTIL FINAL INSPECTION.

4. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF MEDLEY PUBLIC WORKS DEPARTMENT, AND ANY OTHER STATE OR LOCAL AGENCY WITH JURISDICTION. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

5. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE EPA AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).

6. THE LOCATION AND SIZE OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON AVAILABLE INFORMATION PROVIDED BY UTILITY OWNERS AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY PRE-TRENCHING IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ENGINEER AND THE OWNER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

7. DIMENSION AND GRADING OF THE SITE ARE BASED UPON AVAILABLE INFORMATION AT THE TIME OF LAYOUT. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ENGINEER PRIOR TO STARTING CONSTRUCTION.

8. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL AT 811 AT LEAST TWO FULL WORKING DAYS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.

9. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD AND UNDERGROUND UTILITIES.

10. KNOWN UTILITY COMPANIES IN THE PROJECT LIMITS INCLUDE, BUT ARE NOT LIMITED TO:

COMPANY	CONTACT	TELEPHONE
COMCAST CABLE	LEONARD MAXWELL	954-447-8405
CITY OF HIALEAH GARDENS WATER & SEWER	FRANK DELGADO	305-822-3017, X26
FLORIDA CITY GAS	ROLANDO RUIZ	305-691-8710
MIAMI-DADE COUNTY PUBLIC WORKS	OCTAVIO VIDAL	305-412-0891, X201
FLORIDA POWER LIGHT	TRACY STERN	800-868-9554
LEVEL 3 COMMUNICATIONS	KELLI WHITEHEAD	877-366-8344, X2
MIAMI-DADE COUNTY WATER & SEWER	SERGIO GARCIA	786-268-5320
AT&T DISTRIBUTION	STEVE LOW	305-222-8745
TOWN OF MEDLEY UTILITIES DEPARTMENT	JORGE SOTO	305-889-1915

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

12. EXISTING UTILITIES, INCLUDING OVERHEAD ELECTRICAL, OVERHEAD TELEPHONE, OVERHEAD TV, POWER POLES, LIGHTPOLE, FIRE HYDRANTS, WATER LINES, WATER VALVES, GAS MAINS, GAS VALVES, SANITARY LINES, MANHOLES, PULL BOXES, ETC. THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS ARE TO BE RELOCATED OR ADJUSTED BY OTHERS AS DIRECTED BY THE ENGINEER, UNLESS OTHERWISE NOTED IN PLANS.

13. IF THE CONTRACTOR IS REQUIRED TO SUPPORT EXISTING UTILITIES, COST SHALL BE INCLUDED IN THE ASSOCIATED PAY-ITEM FOR THE WORK BEING DONE.

14. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

15. CLEARING AND GRUBBING, GRADING AND OTHER INCIDENTAL WORK NECESSARY FOR HARMONIZATION OUTSIDE R/W SHALL BE INCLUDED IN RELATED BID ITEMS.

16. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE-SODDED TO MATCH EXISTING. COST TO BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

17. THE CONTRACTOR SHOULD TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, PUBLIC OR PRIVATE INCLUDING ADJACENT UTILITIES DURING THE EXCAVATION OF SUBSOIL MATERIAL AND EXFILTRATION TRENCH, OR FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

18. IF SHEETING, SHORING, OR DEWATERING, INCLUDING WELL POINTS ARE NECESSARY, THE CONTRACTOR MUST MONITOR AND CONTROL ALL WORK THAT MAY CAUSE CRACKING TO ANY ADJACENT BUILDING, STRUCTURE, OR PROPERTY AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY THESE OPERATIONS. COST OF SHEETING, MONITORING, SHORING, OR DEWATERING SHALL BE INCLUDED IN THE RELATED BID ITEM FOR THE WORK BEING DONE.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE DEWATERING PERMIT, IF HE DEEMS IT NECESSARY. COST OF THE PERMIT, ACTIVITIES, AND TIME TO PROCURE THE PERMIT SHALL BE INCLUDED IN THE RELATED BID ITEM FOR THE WORK BEING DONE.

20. THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION AND DESIGNATED STAGING AREA. CONTRACTOR TO COORDINATE WITH THE TOWN OF MEDLEY FOR POSSIBLE LOCATIONS.

21. THE CONTRACTOR SHALL FIELD VERIFY UTILITY LOCATIONS, DIMENSIONS, AND ELEVATIONS AND SUBMIT THIS INFORMATION WITH THE SHOP DRAWINGS FOR DRAINAGE STRUCTURES PRIOR TO FABRICATION.

22. INVERTS AND LOCATIONS FOR EXISTING DRAINAGE STRUCTURES ARE SHOWN TO THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL FIELD VERIFY THIS INFORMATION BY PRE-TRENCHING PRIOR TO SUBMITTING SHOP DRAWINGS FOR THE DRAINAGE STRUCTURES. COST OF PRE-TRENCHING TO BE INCLUDED IN THE COST OF THE DRAINAGE STRUCTURE.

23. EXPLORATORY OR PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES, STRUCTURES, AND/OR SUB-GRADE SHALL BE PERFORMED SEVEN DAYS IN ADVANCE OF ITS CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE TOWN ENGINEER WITH IMMEDIATE NOTIFICATION OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. THIS NOTIFICATION SHALL PROVIDE SURVEY INFORMATION ABOUT EXISTING UTILITY ALIGNMENT, GRADE AND POSSIBLE CONFLICTS. PAYMENT FOR EXPLORATORY OR PRE-TRENCHING, SURVEY AND BACKFILLING SHALL BE INCLUDED IN THE COST OF THE RELATED BID ITEM FOR THE WORK BEING DONE.

24. IF ADDITIONAL GEOTECHNICAL INFORMATION IS NECESSARY TO DETERMINE THE CONDITION OF THE EXISTING MATERIAL AT THE JOB SITE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING THE GEOTECHNICAL EXPLORATION AT NO ADDITIONAL COST TO THE OWNER.

25. ALL TRENCH EXCAVATIONS SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE TRENCH SAFETY ACT.

26. ALL EXCESS MATERIAL, AS DESIGNATED BY THE ENGINEER, IS TO BE DISPOSED BY THE CONTRACTOR IN AREAS PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA AND AT THE CONTRACTOR'S EXPENSE.

27. ALL DISPOSAL OF MATERIALS, RUBBISH, AND DEBRIS SHALL BE MADE AT A LEGAL DISPOSAL SITE OR BY OTHER PRIOR APPROVED MANNER. MATERIAL CLEARED FROM THE SITE AND DEPOSITED ON ADJACENT OR NEARBY PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF SATISFACTORILY.

28. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, AND THE CONTRACTOR SHALL TREAT/DISPOSE OF SUCH MATERIAL APPROPRIATELY. THE CONTRACTOR SHALL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE PERMIT REQUIREMENTS FOR TREATMENT/DISPOSAL OF ANY SUCH MATERIAL. COST TO BE INCLUDED IN COST OF ASSOCIATED PAY-ITEM.

29. EXISTING ABOVE GROUND FEATURES ARE SHOWN ACCORDING TO THE AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.

30. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES AND UTILITIES, WHICH MAY NOT BE SHOWN ON PLANS. ANY STRUCTURE, PAVEMENT, TREES OR OTHER EXISTING IMPROVEMENT NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, AS DETERMINED BY THE ENGINEER, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

31. CONTRACTOR TO RELOCATE TREES AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL AVOID DAMAGE TO ANY EXISTING TREES TO REMAIN. EXISTING TREES SHALL BE REMOVED ONLY IF REQUIRED FOR CONSTRUCTION. THOSE TREES NOT INTERFERING WITH CONSTRUCTION SHALL BE PROTECTED IN PLACE. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE CONTRACTOR'S BID.

32. THE CONTRACTOR IS ADVISED THAT A TREE PERMIT MAY BE REQUIRED FOR TREE REMOVAL. CONTRACTOR SHALL NOTIFY THE MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER) AND THE TOWN OF MEDLEY PRIOR TO REMOVING ANY TREES. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE CONTRACTORS BID.

33. THE CONTRACTOR SHALL USE A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK. COST TO BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

34. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. DURING THE CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. ALL LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.

35. PRIOR TO CONSTRUCTION THE CONTRACTOR WILL INSPECT ALL EXISTING STRUCTURES WHICH ARE TO REMAIN AND NOTIFY THE ENGINEER OF ANY OBVIOUS STRUCTURAL DEFICIENCIES. RELATED COST TO BE INCLUDED IN PAY ITEM FOR CLEARING AND GRUBBING.

36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ALL TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH SPECIFICATIONS OUTLINED IN THE PUBLIC WORKS DEPARTMENT MANUAL, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE FDOT DESIGN STANDARDS, AND THE LATEST REVISIONS OF THE AFORE MENTIONED MANUALS. COST TO BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

37. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN FOR APPROVAL BY THE ENGINEER AND THE TOWN OF MEDLEY POLICE DEPARTMENT. COST TO BE IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

38. WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH THE EXISTING PAVEMENT.

39. COMPLETE AS-BUILT INFORMATION RELATIVE TO LOCATION AND DEPTH OF PIPES, MANHOLES, ETC. SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL ELEVATIONS SHALL BE TAKEN BY A FLORIDA REGISTERED SURVEYOR AND SHOWN ON THE RECORD DRAWINGS.

40. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

41. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED COMPLETE UNTIL FINAL ACCEPTANCE BY THE TOWN AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE TOWN ENGINEER:

- EASEMENTS, IF REQUIRED

- CONTRACTOR'S WAIVER AND RELEASE OF LIEN

- ABSOLUTE BILL OF SALE

- A CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT)

- TWO 11" X 17" "AS-BUILT" DRAWINGS SHOWING SPECIFIC LOCATIONS, DEPTHS, ETC., OF ALL FACILITIES AS LOCATED BY A LICENSED SURVEYOR, WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR AND ENDORSED BY THE CONTRACTOR. IN ADDITION, THE CONTRACTOR MUST PROVIDE AN ELECTRONIC COPY OF THE "AS-BUILT" DRAWINGS IN CAD (.DWG) FORMAT WITH ALL FACILITIES LOCATED IN THE FLORIDA EAST FIPS 0901 STATE PLANE COORDINATE SYSTEM (NAD83) AND AN ELECTRONIC COPY IN PDF FORMAT OF THE SIGNED AND SEALED "AS-BUILT" DRAWINGS.

42. THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWING FOR ALL ITEMS USED IN THIS PROJECT.

43. WHEN DISSIMILAR MATERIAL CONNECTIONS ARE MADE, SUCH AS CONCRETE TO METAL, THE DISSIMILAR MATERIAL SHALL BE SEPARATED BY COATING THE CONTACT SURFACE WITH AN APPROVED NON-TOXIC BITUMASTIC MATERIAL.

44. EXISTING DRAINAGE STRUCTURES AND STORM SEWERS (PIPES, FRENCH DRAINS, AND/OR SLAB COVERED TRENCHES) WITHIN THE LIMITS OF CONSTRUCTION ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED ON PLANS.

45. EXISTING MANHOLES AND INLETS SCHEDULED TO REMAIN SHALL BE THOROUGHLY CLEANED BY REMOVING ALL DEBRIS AND SEDIMENTS, AND THE INTERIOR SHALL BE SEALED WITH AN APPROVED NON-TOXIC BITUMASTIC SEALANT. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

46. PRIOR TO CONSTRUCTION THE CONTRACTOR WILL VERIFY INVERT ELEVATIONS OF ALL PIPES WHICH ARE TO REMAIN AND NOTIFY THE ENGINEER OF ANY ELEVATION DEVIATIONS.

47. THERE SHALL BE NO MORE THAN THREE LATERAL DRAINAGE INSTALLATIONS WITHOUT BACKFILLING. BACKFILLING OF LATERAL DRAINAGE SHALL NOT LAG MORE THAN 72 HOURS BEHIND THE START OF EXCAVATION.

48. CONTRACTOR SHALL RESTORE ALL SIGNS AND PAVEMENT MARKINGS IMPACTED DURING CONSTRUCTION. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

49. LOCATION OF STRUCTURES EX S-597, EX S-598, EX S-608, IS TO THE BEST AVAILABLE INFORMATION DERIVED FROM AS-BUILTS AND FIELD MEASUREMENTS. CONTRACTOR TO FIELD VERIFY THE LOCATION OF THESE STRUCTURES. COST TO BE INCLUDED IN THE PAY ITEM 425-11.

50. CONTRACTOR SHALL RESTORE EXISTING PAVEMENT DISTURBED BY CONSTRUCTION ACTIVITIES WITHIN 72 HOURS FROM THE ACCEPTANCE BY THE TOWN'S AUTHORIZED REPRESENTATIVE. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE PAY ITEM 334-1-23.

51. THE CONTRACTOR SHALL LIMIT THE AMOUNT OF OPEN EXCAVATION AT ANY ONE TIME TO AN AREA OF ONE BLOCK OR 600 LINEAR FEET, WHICHEVER IS LESS. THE WORK IN EACH AREA, INCLUDING EXCAVATION, STRUCTURE PLACEMENT, PIPE LAYING, BACK FILLING AND TEMPORARY OR PERMANENT PAVING SHALL BE COMPLETED BEFORE PROCEEDING WITH THE WORK IN THE NEXT AREA.

52. CONTRACTOR TO PROVIDE TEMPORARY FENCING AT ALL TIMES IN AREAS WHERE NEW FENCE IS BEING PROPOSED OR EXISTING FENCE IS BEING IMPACTED BY CONSTRUCTION. COST TO BE INCLUDED IN THE PAY 102-1 MAINTENANCE OF TRAFFIC.

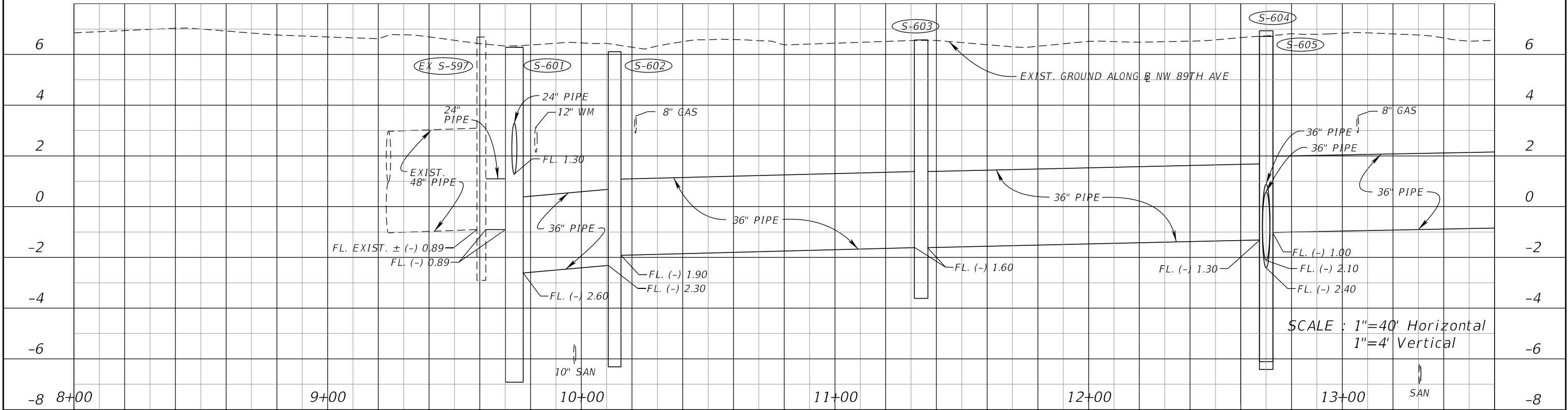
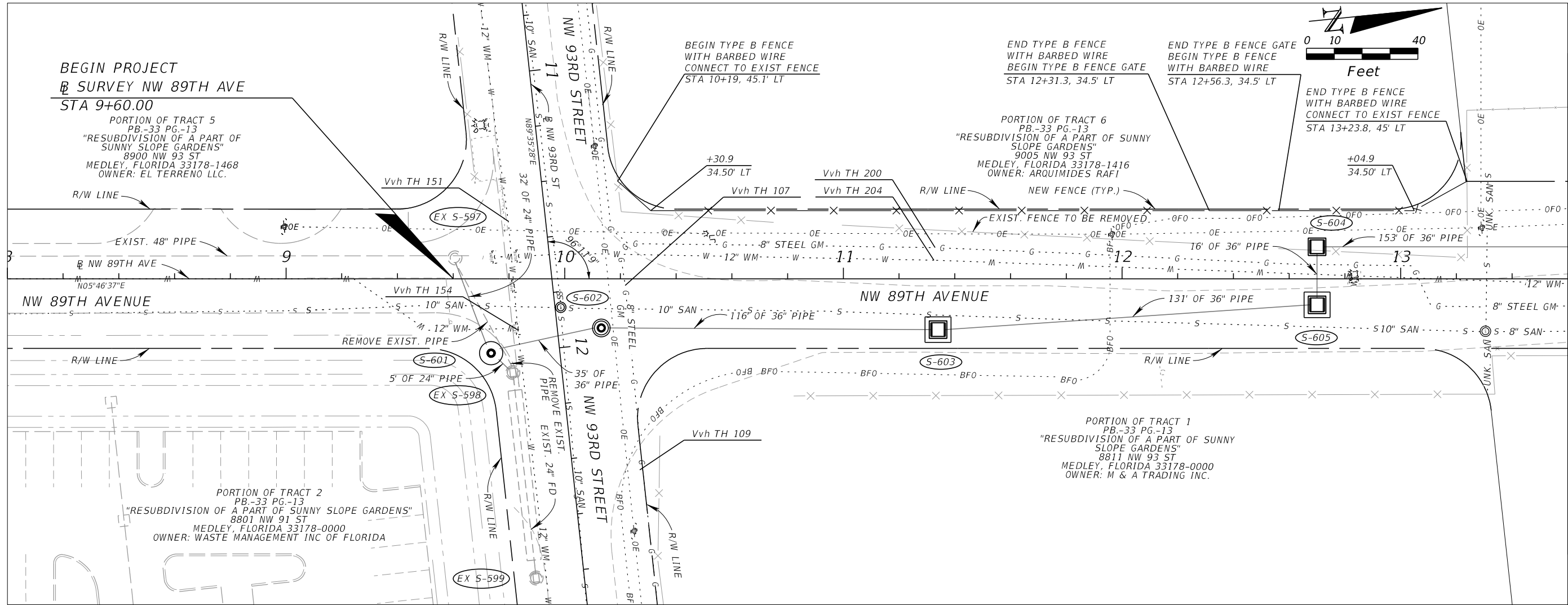
REVISIONS				<div><div><div><div><div><div></div></div></div><div><div><div></div></div><div><div></div></div></div><div><div><div></div></div><div><div></div></div></div></div><div><div>Kimley»Horn</div><div>Certificate Of Authorization No. 696</div><div>Leonte I. Almonte, P.E.</div><div>P.E. License No. 70822</div><div>1221 Brickell Avenue – Suite 400</div><div>Miami, Florida 33131-3228</div></div></div></div>	<div><div><div><div><div></div><div>TOWN OF MEDLEY</div></div></div><div><div><div>COUNTY</div><div>OCP No</div></div></div><div><div><div>MIAMI-DADE</div><div>SW-0103</div></div></div></div></div>	<div>GENERAL NOTES</div>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				

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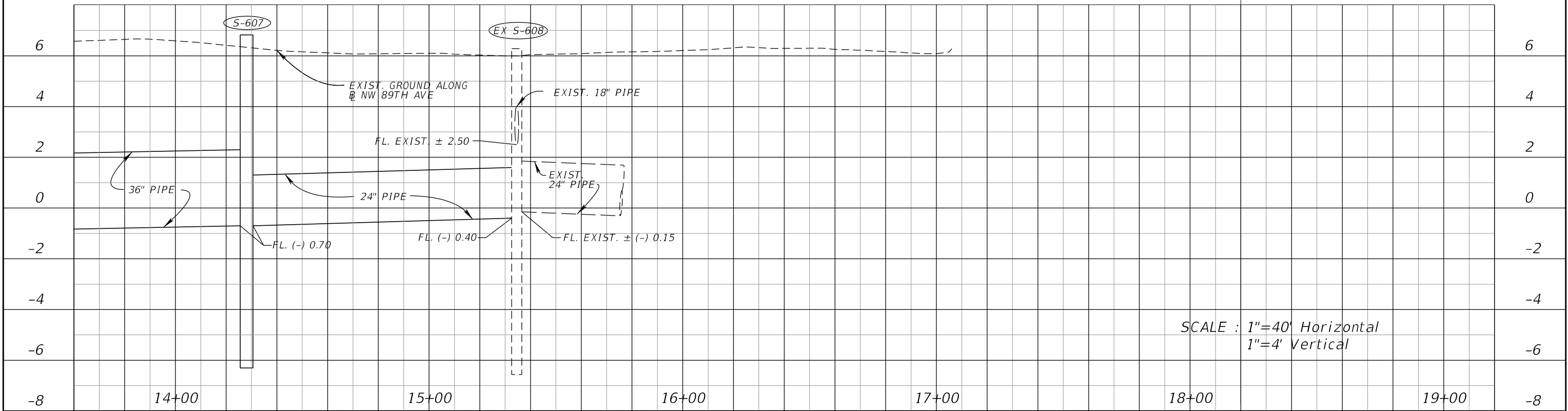
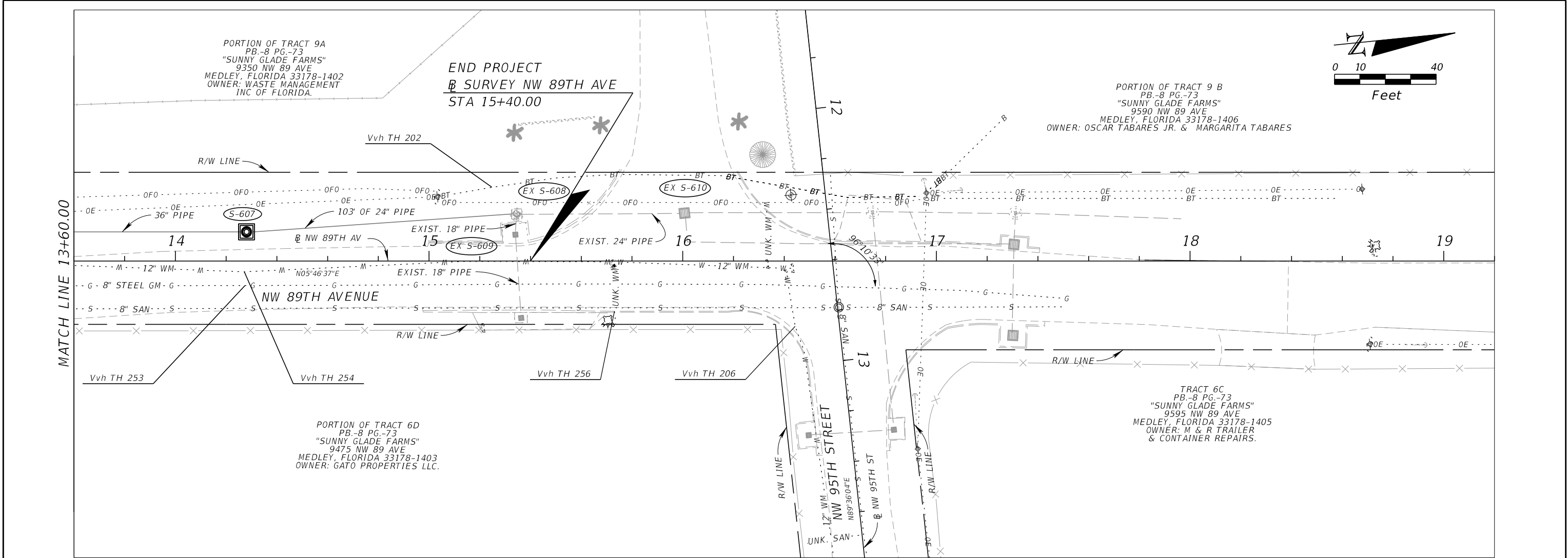
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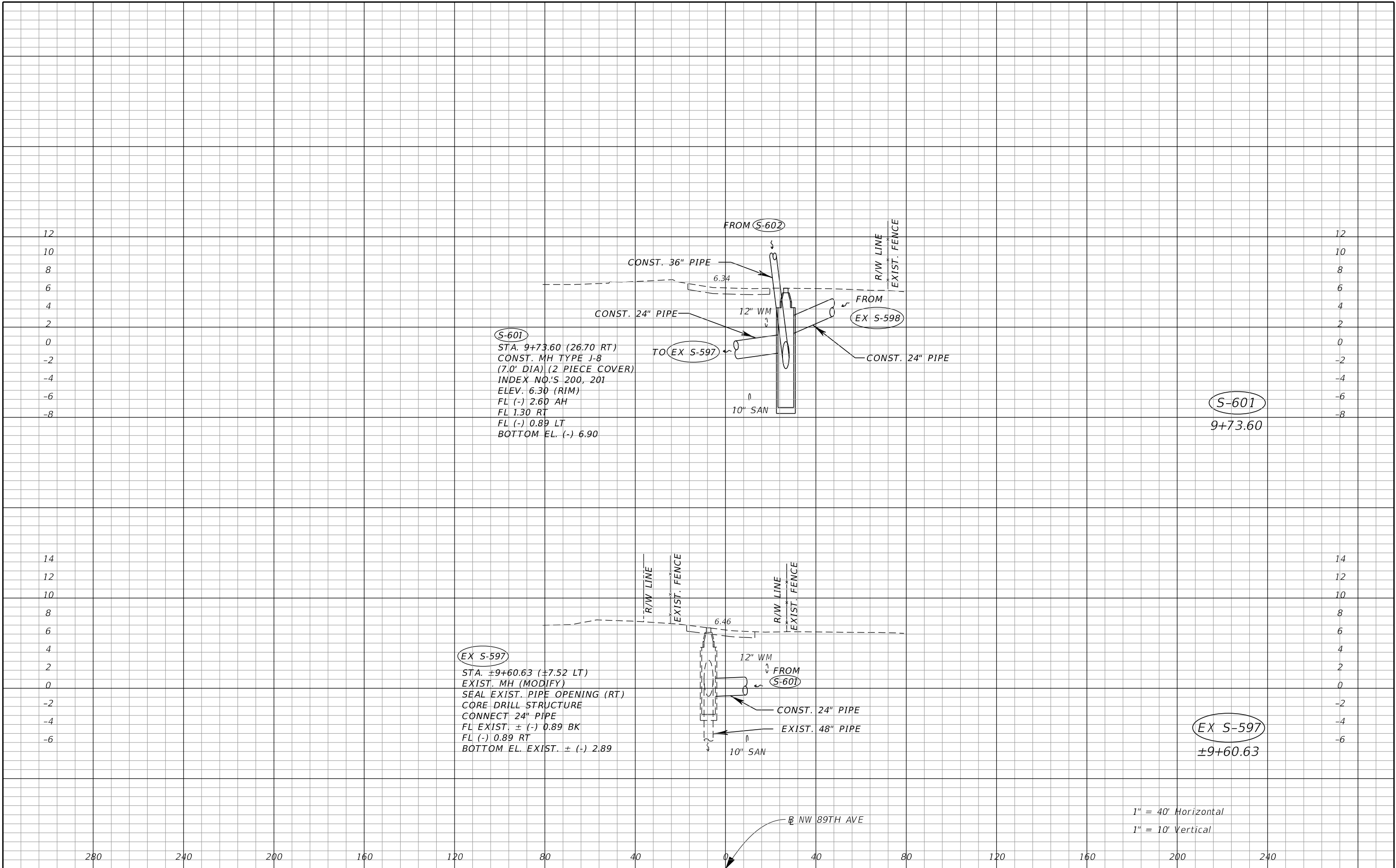
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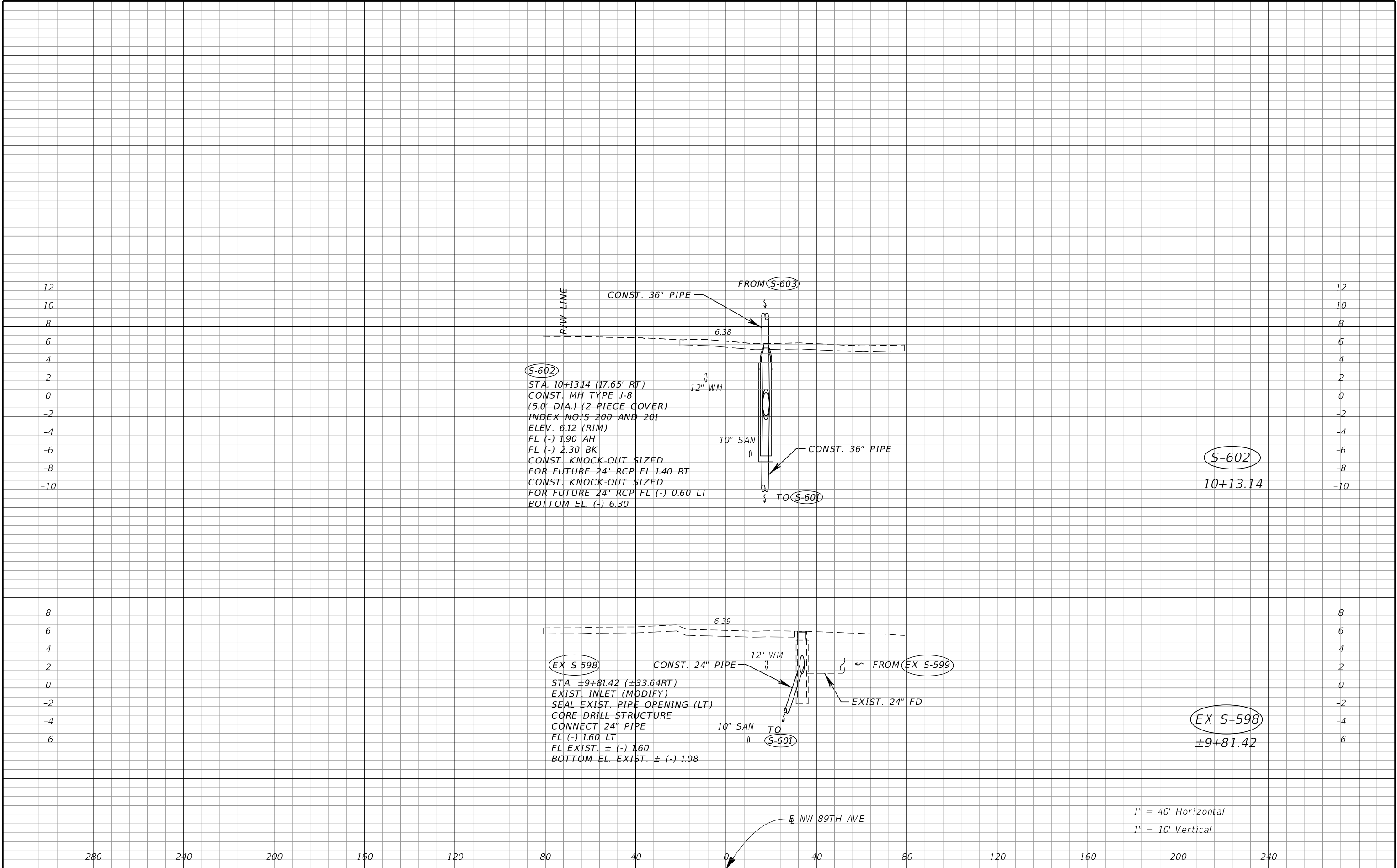
REVISIONS				<div> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div><div>TOWN OF MEDLEY</div><div><div>COUNTY</div><div>OCP No</div><div>MIAMI-DADE</div><div>SW-0103</div></div></div>	ROADWAY PLAN-PROFILE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				5



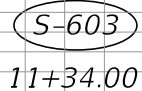
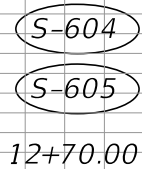
REVISIONS				<div>KimleyHorn</div> <div>Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div>TOWN OF MEDLEY</div> <div>COUNTY</div> <div>MIAMI-DADE</div>	<div>OCP No</div> <div>SW-0103</div>	ROADWAY PLAN-PROFILE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
								6



REVISIONS				<div> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div> TOWN OF MEDLEY</div>	DRAINAGE STRUCTURES		SHEET NO. 7
DATE	DESCRIPTION	DATE	DESCRIPTION					

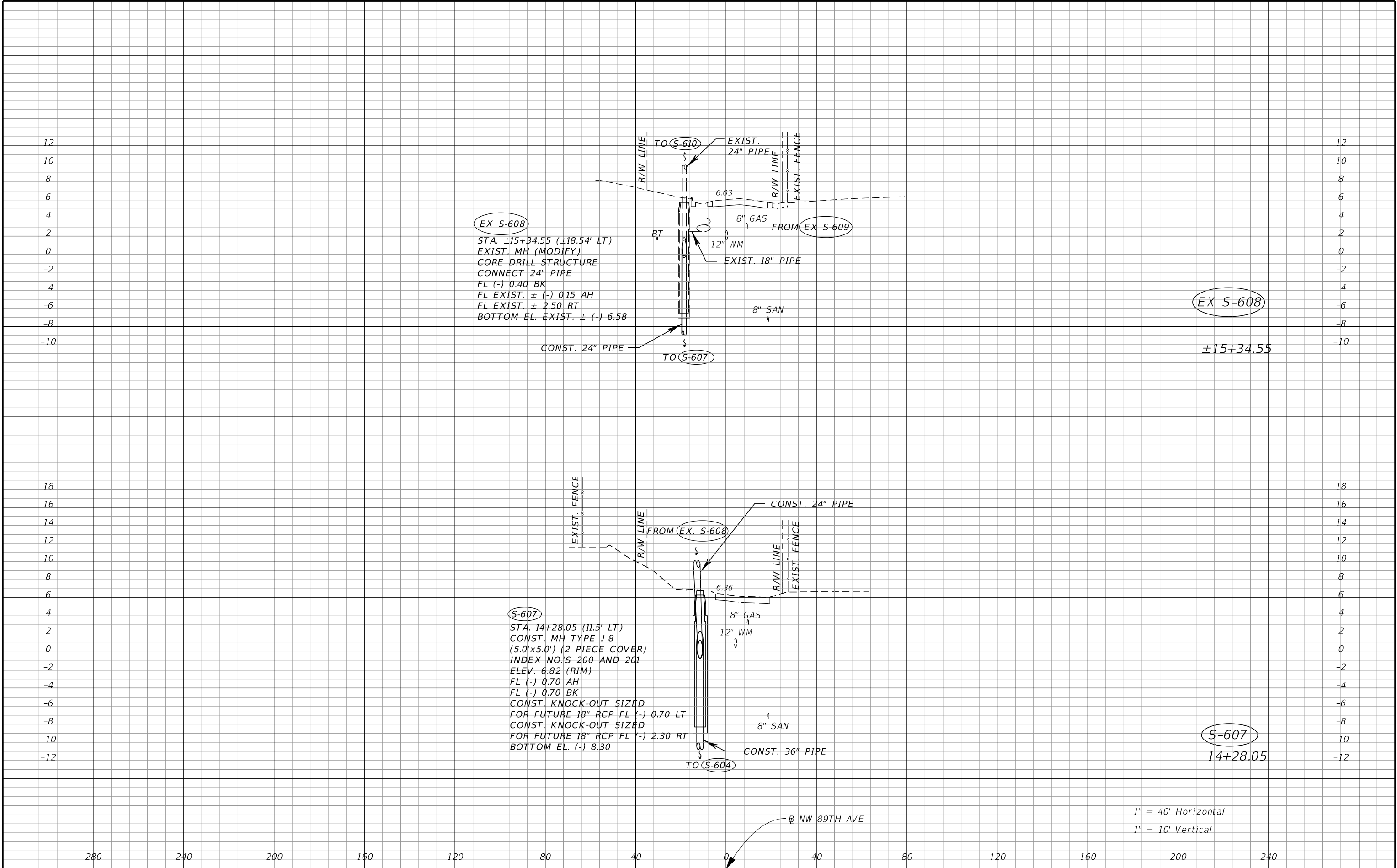




REVISIONS				<div>Kimley»Horn</div> <div>Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div>TOWN OF MEDLEY</div> <div>COUNTY</div> <div>MIAMI-DADE</div>	<div>OCP No</div> <div>SW-0103</div>	DRAINAGE STRUCTURES	SHEET NO. 8
DATE	DESCRIPTION	DATE	DESCRIPTION					



$1'' = 40'$ Horizontal
 $1'' = 10'$ Vertical

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REVISIONS				<div> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div><div>TOWN OF MEDLEY</div><div>COUNTY</div>MIAMI-DADE<div>OCP No</div>SW-0103</div>	DRAINAGE STRUCTURES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				10

Z:\14150 Medley South\dwg\14150_topo_06-09-15.dwg 6/12/2015 11:00:14 AM EDT

LEGEND

MLP	Metal Light Pole
↖	Guy Wire
⊕	Utility Power Pole
⊕	Fire Hydrant
WM	Water Meter
⊕	Electric Box
⊕	Telephone Box
⊕	Sewer Manhole
⊕	Traffic Sign
⊕	Catch Basin
⊕	Drainage Manhole
⊕	Light Pole
⊕	Sewer Valve
⊕	Water Valve
⊕	Electric Manhole
⊕	Telephone Manhole
⊕	Unknown Manhole
⊕	Guard Pole
INV.	Inverts
⊕	Spot Elevation
⊕	T.B.M.--Temporary Benchmark
1.5'-15'-10'	Diameter-Spread-Height
---	Right of Way Lines
---	OUL Overhead Utility Lines
---	WAT X-Utility-Water
---	SAN X-Utility-Sanitary
---	STM X-Utility-Drainage
---	GAS X-Utility-Gas
---	E X-Utility-Electric
---	COM X-UTL-COMM
---	TEL X-Utility-Telephone

ABBREVIATIONS

R/W	Right-of-Way Line
P/L	Property Line
I.D.	Identification
C.S.	Concrete Slab
R.M.B.	Road Map Book
⊕	Center Line
M	Monument Line
F.F.E.	Finish Floor Elevation
P.B.	Plat Book
PG.	Page
ASPH.	Asphalt
CONC.	Concrete
U.E.	Utility Easement
D.E.	Drainage Easement
RT	Right Turn
LT	Left Turn

SURVEYOR'S NOTES:

SECTION 1) DATE OF FIELD SURVEY:

1. The date of the Original Survey was on June 2, 2006.
2. The date of the Topographic Survey was on October 24, 2014.
3. The date of the Additional Survey was on March 18, 2015.

SECTION 2) PROJECT AREA:

A Public Road Right of Ways of N.W. 93rd Street from 860 feet West of N.W. 89th Avenue to Railroad Tracks of Florida East Coast Railroad; N.W. 89th Avenue from N.W. 93rd Street to 200 feet North of N.W. 95th Street and N.W. 95th Street from N.W. 89th Avenue going 700 feet East, lying in Miami-Dade County, Florida.

SECTION 3) ACCURACY:

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

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

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

This Map of Survey is intended to be displayed at a scale of (1"=40') or smaller.

SECTION 4) SOURCES OF DATA:

North arrow direction is based on an assumed Meridian.

Bearings as shown hereon are based upon the East Line of the Southeast 1/4 of Section 4, Township 53 South, Range 40 East, with an assumed bearing of S01°44'25"E, said line to be considered a well monumented line.

Plat of "SUNNY GLADE FARMS", recorded in Plat Book 8, at Page 73 of the Public Records of Miami-Dade County, Florida.

Plat of "SUNNY SLOPE GARDENS", according to the Plat thereof, recorded in Plat Book 23, at Page 25 of the Public Records of Miami-Dade County, Florida.

Plat of "FLORIDA FRUIT LAND'S COMPANY SUBDIVISION No.1", according to the Plat thereof, recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida.

Plat of "MARRERO SUBDIVISION", according to the Plat thereof, recorded in Plat Book 155, at Page 43 of the Public Records of Miami-Dade County, Florida.

Section Map for Sections 3 & 4, Township 53 South, Range 40 East, prepared by Miami-Dade County, Public Works Department, Engineering Division Services, last revised April 27, 2007.

Survey of Township 53 South, Range 40 East, prepared by Miami-Dade County, Public Works Department, Engineering Division Services. I

Elevations as shown hereon here are referenced to the National Geodetic Vertical Datum of 1929, as per Miami-Dade County's Benchmark.

Benchmark N-3024. Said Benchmark has an Elevation of 14.13 feet.

Benchmark 667-R. Said Benchmark has an Elevation of 11.50 feet.

Benchmark N-3076. Said Benchmark has an Elevation of 12.29 feet.

Benchmark N-575. Said Benchmark has an Elevation of 4.82 feet.

SECTION 5) LIMITATIONS:

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

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

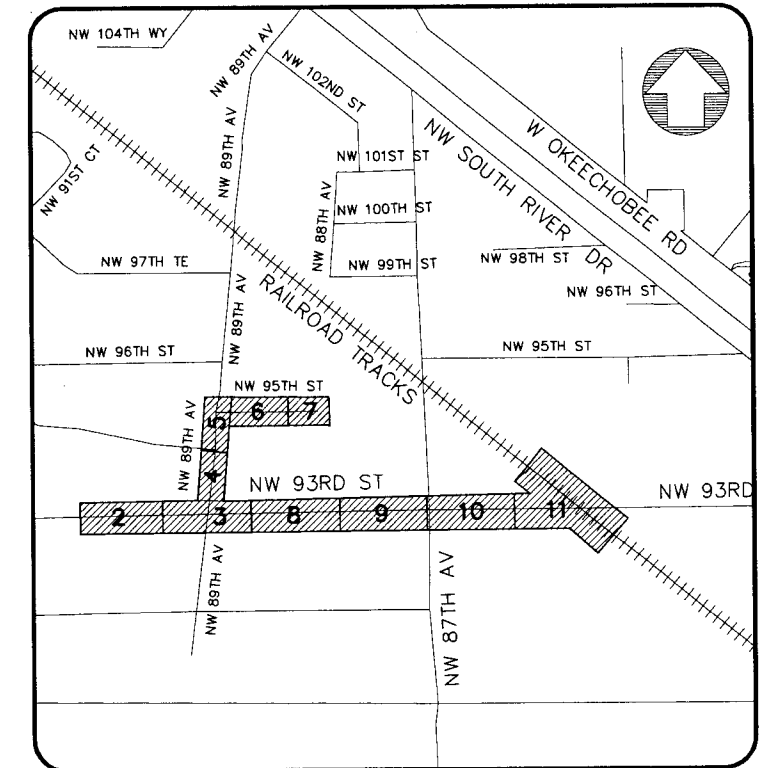
No excavation or determination was made as to how the Subject Property is served by utilities.

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

The Subsurface Utility exploration performed on the fields depicted in this Map of Survey was performed by utilizing Ground Penetrating Radar (GPR) and Electromagnetic Technologies. The client should be aware that these technics is not 100% accurate. The accuracy is depending on factors such as but not limited to:

- a) soil type and moisture,
 - b) size of underground utility,
 - c) type of underground utility and
 - d) depth of underground utilities
- Some utilities may not be detected by Ground Penetrating Radar (GPR) and, if detected, GPR will detect the presence of the utility but not the type. For this reason the Client will do the best of his knowledge and available resources to identify the type of utility.

SECTION 3 & 4 - TOWNSHIP 53 SOUTH - RANGE 40 EAST



LOCATION MAP
NOT TO SCALE

SECTION 6) CLIENT INFORMATION:

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

TOWN OF MEDLEY

SECTION 7) SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Topographic Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Topographic Survey" meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

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

By:

Abraham Madrid, PSM
Registered Surveyor and Mapper LS6006
State of Florida

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



HADONNE
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Miami, Florida 33174
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www.hadonne.com

TOWN OF MEDLEY

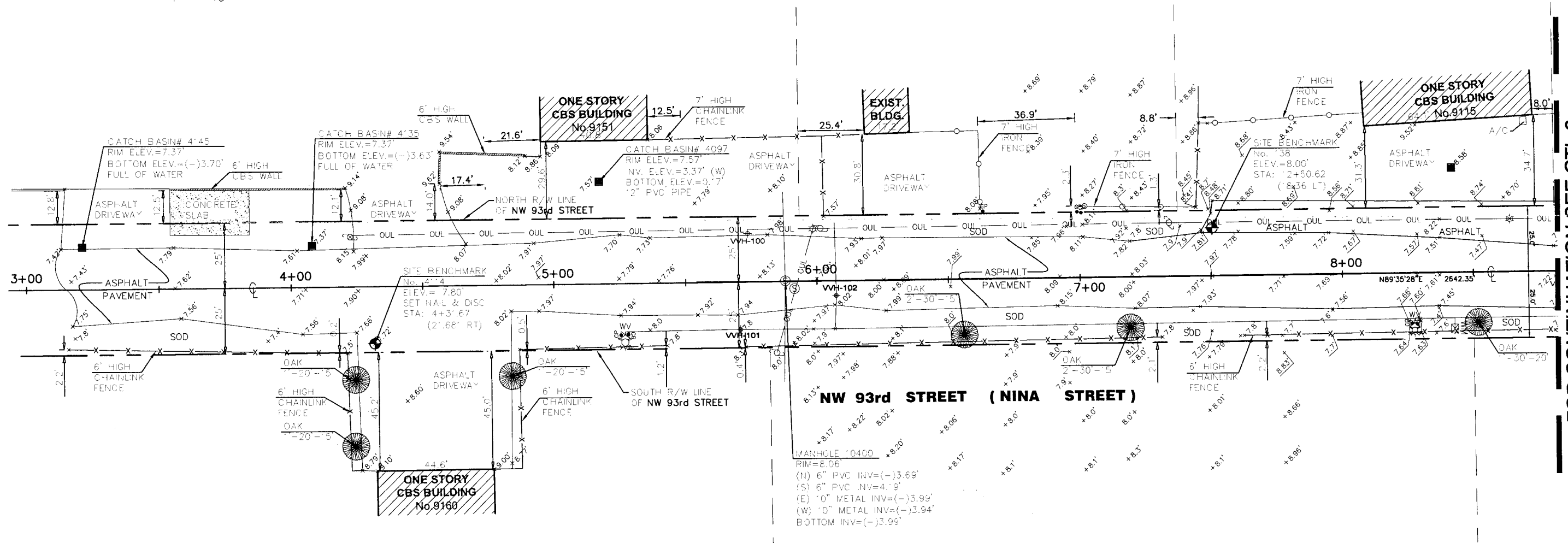
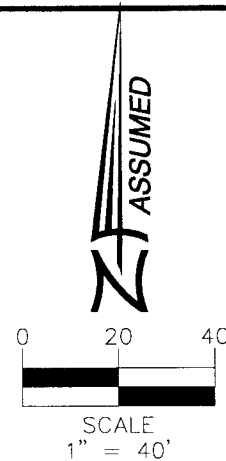
COUNTY
MIAMI-DADE

JOB NUMBER
14150

TOPOGRAPHIC SURVEY

SHEET
NO.

CTL-1



Summary of Verified Utilities

VWH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
100	WATER	5+70				SEE COMMENTS	871555.8000	554614.2400	N/A	N/A	WATER LINE DOES NOT EXIST (NW 93 ST BL)
101	WATER	5+70.80	17.9	RT	7.75	3.79	871553.0104	554577.7879	E-W	N/A	(NW 93 ST BL)
102	WATER	6+07.30	5.5	RT	8.01	4.73	871589.4675	554590.4210	N-S	N/A	(NW 93 ST BL)

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TOWN OF MEDLEY

COUNTY
MIAMI-DADE

JOB NUMBER
14150

TOPOGRAPHIC SURVEY

SHEET
NO.

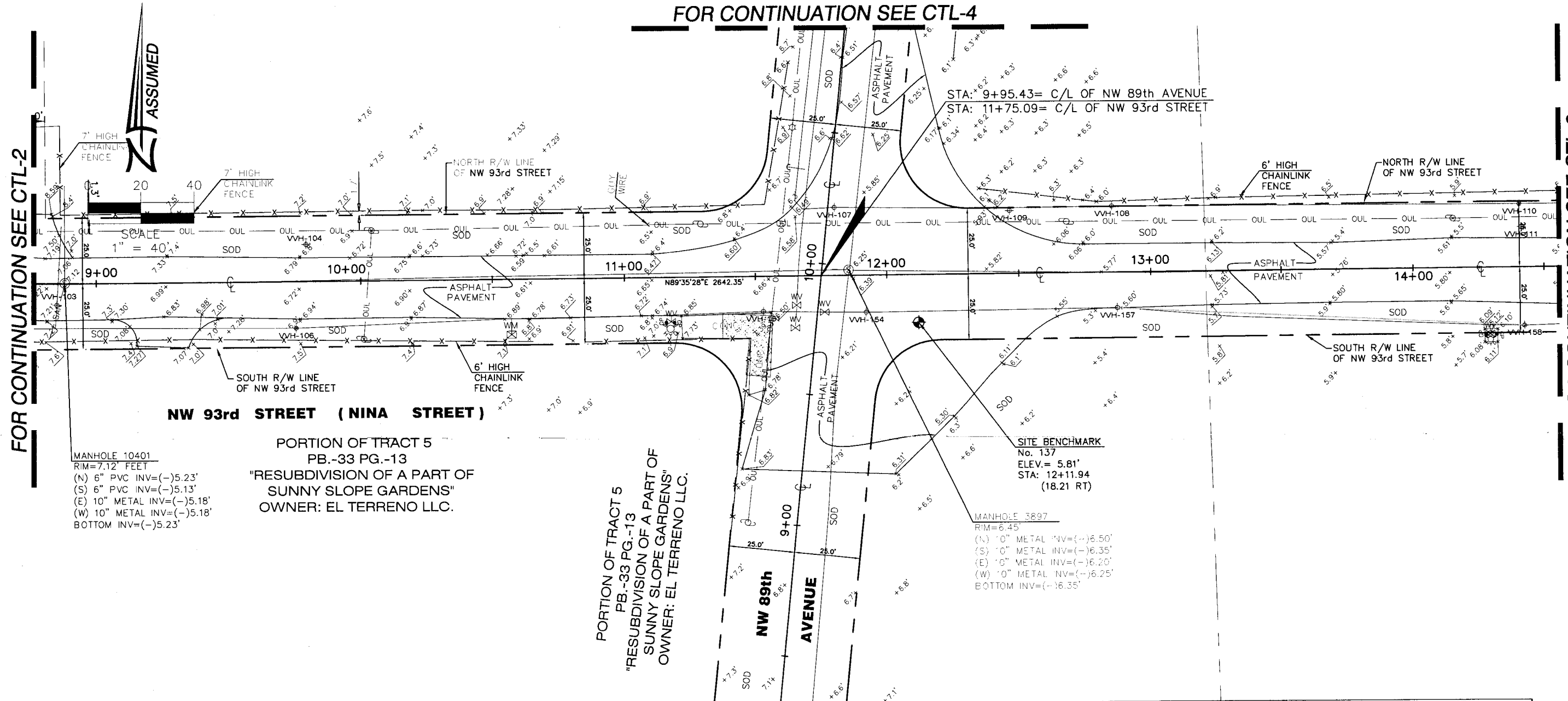
CTL-2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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2- REVISION MANHOLE DATA	06-02-15	7-	
3-		8-	
4-		9-	
5-		10-	

FOR CONTINUATION SEE CTL-4

FOR CONTINUATION SEE CTL-2

FOR CONTINUATION SEE CTL-8



Summary of Verified Utilities

VWH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
103	WATER	8+84.99	8.0	RT	7.22	4.90	871867.1192	554589.9663	N-S	N/A	(NW 93 ST BL)
104	WATER	9+75				SEE COMMENTS	871961.1000	554612.8000	N/A	N/A	WATER LINE DOES NOT EXIST (NW 93 ST BL)
106	WATER	9+75.23	17.7	RT	7.30	3.15	871957.4224	554580.8941	E-W	N/A	(NW 93 ST BL)
107	GAS	10+21.72	2.4	RT	6.20	3.59	872162.1990	554625.9340	E-W	N/A	(NW 89 AVE BL)
108	GAS	12+85.56	25.0	LT	6.22	3.28	872267.4375	554625.8938	E-W	N/A	(NW 93 ST BL)
109	BFO	12+46.74	23.9	LT	6.20	2.70	872228.6300	554624.4200	E-W	N/A	1' SOUTH OF GAS LINE (BFO LINE COULD NOT BE TRACED, POSSIBLY NOT A LIVE WIRE) (NW 93 ST BL)
110	GAS	14+40.83	24.0	LT	6.03	3.81	872422.7120	554625.9326	E-W	N/A	(NW 93 ST BL)
111	BFO	14+41				SEE COMMENTS	872423.4200	554617.1900	N/A	N/A	BFO DOES NOT EXIST (NW 93 ST BL)
151	WATER	11+52.89	13.4	RT	6.52	2.85	872135.0520	554586.5160	E-W	N/A	(NW 93 ST BL)
154	WATER	11+92.07	14.1	RT	6.30	3.45	872174.2315	554586.0432	E-W	N/A	(NW 93 ST BL)
157	WATER	12+87.21	13.5	RT	5.60	2.58	872269.3700	554587.2900	E-W	N/A	(NW 93 ST BL)
158	WATER	14+42.28	22.2	RT	5.62	1.99	872424.4935	554579.7126	E-W	N/A	(NW 93 ST BL)
305	WATER	19+50.49	3.3	LT	6.79	3.08	872913.8590	555268.3800	E-W	N/A	(NW 95 ST BL)

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TOWN OF MEDLEY

COUNTY
MIAMI-DADE

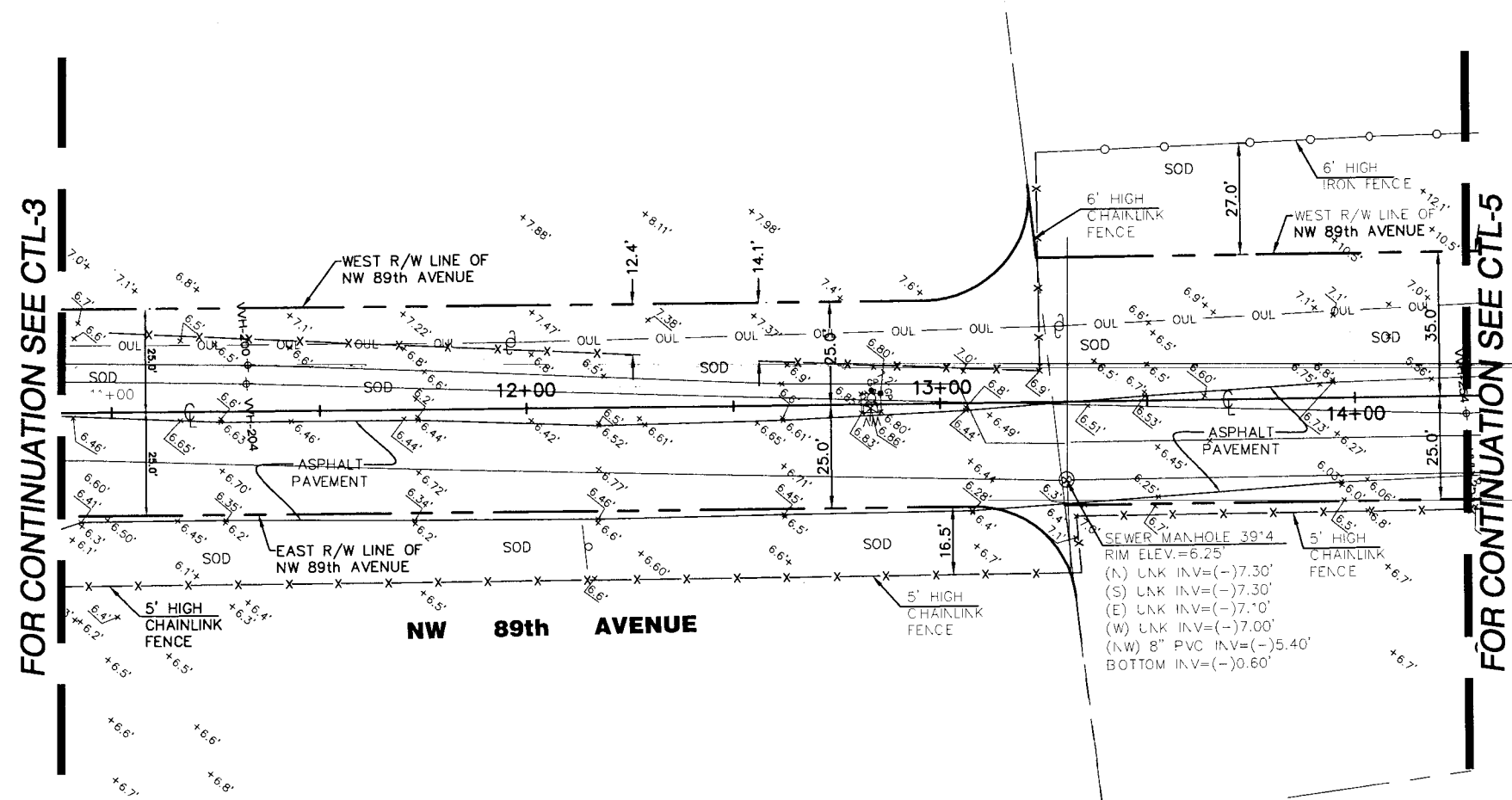
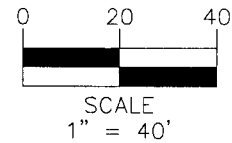
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TOPOGRAPHIC SURVEY

SHEET
NO.


CTL-3

Z ASSUMED

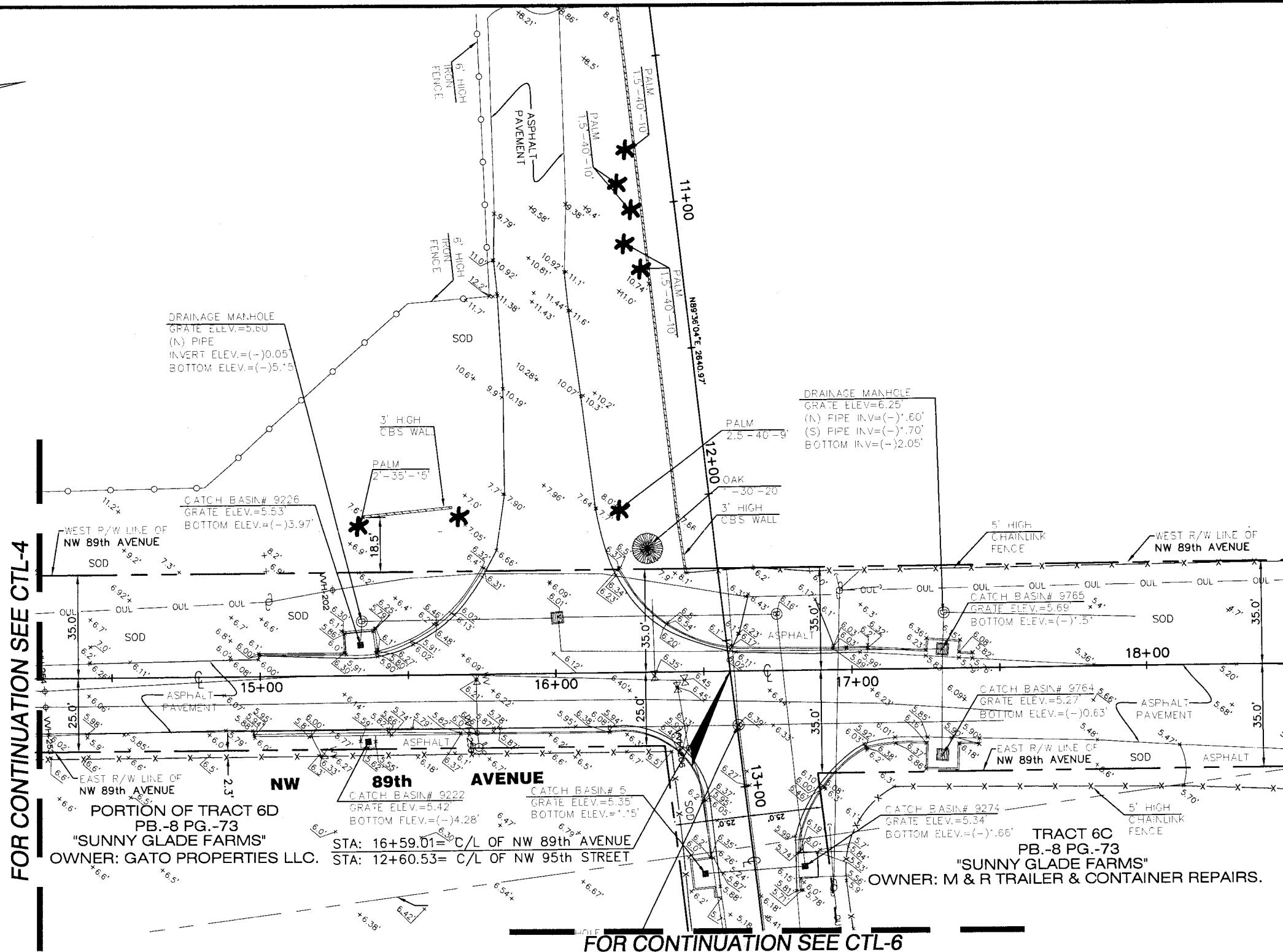
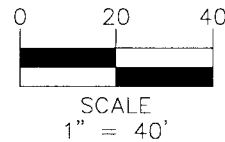


Summary of Verified Utilities

VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
200	GAS	11+32.91	11.2	LT	6.51	3.71	872159.8581	554737.9277	N-S	N/A	(NW 89 AVE BL)
204	WATER	11+32.51	6.7	LT	6.58	2.90	872164.3052	554737.0785	N-S	N/A	(NW 89 AVE BL)

REVISIONS				 HADONNE 8700 W Flagler Street, Suite 420 Miami, Florida 33174 T: +1(305) 266-1188 F: +1(305) 207-6845 www.hadonne.com	TOWN OF MEDLEY		TOPOGRAPHIC SURVEY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	JOB NUMBER		CTL-4
1- 03-23-2015	ADDITIONAL TOPO	6-			MIAMI-DADE	14150		
2- REVISION	MANHOLE DATA 06-02-15	7-						
3-		8-						
4-		9-						
5-		10-						

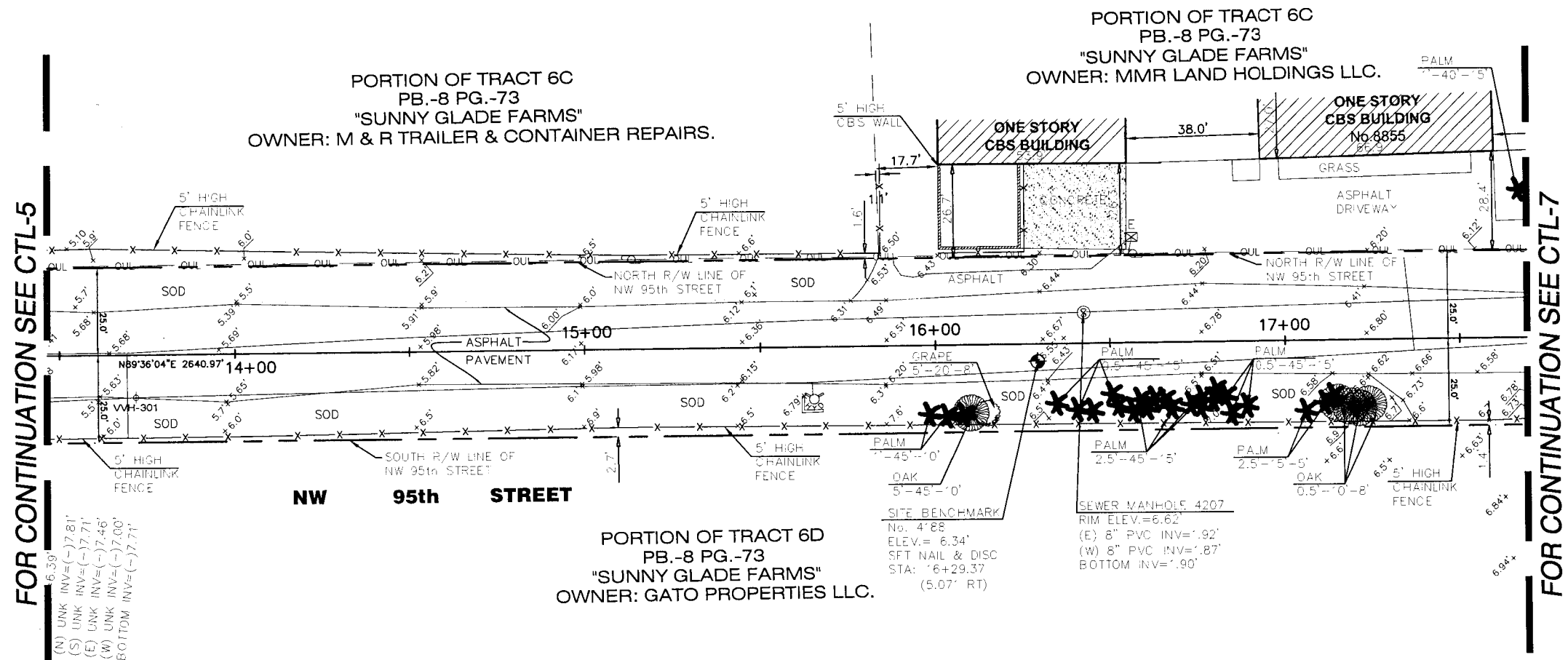
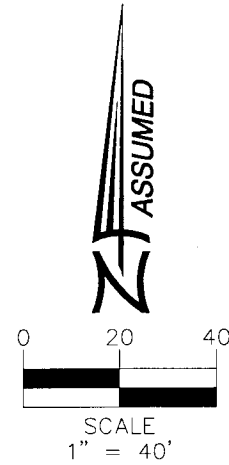
Z ASSUMED



Summary of Verified Utilities


VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
202	COMMUNICATION	15+24.76	29.1	LT	6.63	1.91	872181.5245	555129.5904	N-S	N/A	(NW 89 AVE BL)
253	GAS	14+27.40	9.7	RT	6.23	3.60	872210.2468	555028.8245	N-S	N/A	(NW 89 AVE BL)
254	WATER	14+27.16	4.3	RT	6.12	1.49	872204.8466	555029.1336	N-S	N/A	(NW 89 AVE BL)
256	WATER	15+73.09	19.9	RT	6.16	SEE COMMENTS	872235.0445	555172.7516	E-W	N/A	

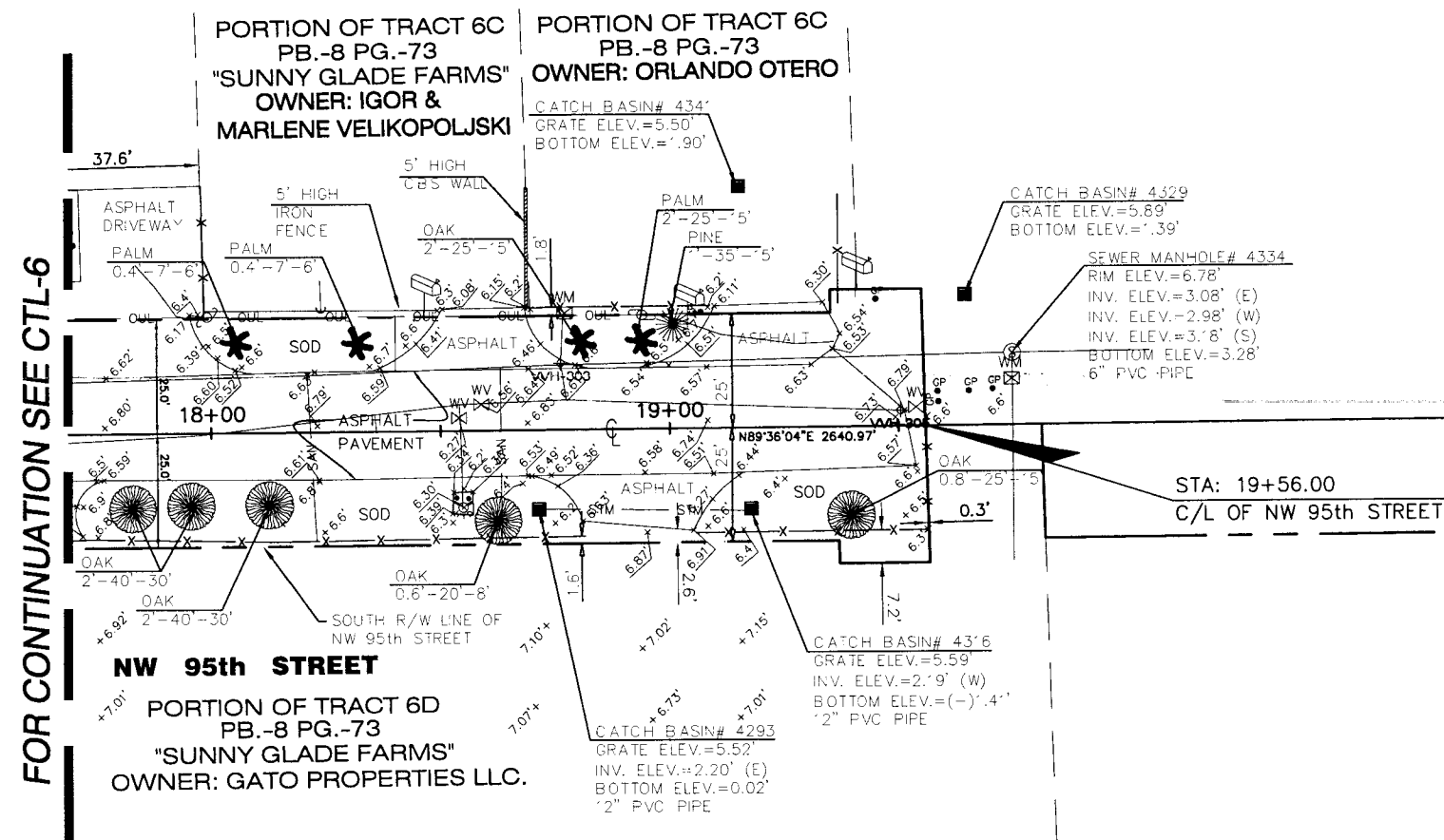
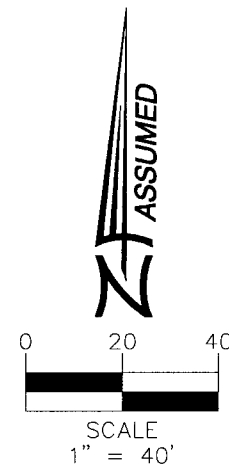
DATE		DESCRIPTION		DATE		DESCRIPTION		HADONNE 8700 W Flagler Street, Suite 420 Miami, Florida 33174 T: +1(305) 266-1188 F: +1(305) 207-6845 www.hadonne.com		TOWN OF MEDLEY		TOPOGRAPHIC SURVEY	SHEET NO. CTL-5	
1- 03-23-2015 ADDITIONAL TOPO		2- REVISION MANHOLE DATA 06-02-15		6-		7-				COUNTY				JOB NUMBER
3-		4-		5-						MIAMI-DADE		14150		



Summary of Verified Utilities


VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
301	WATER	13+71.67	12.2	RT	5.64	1.73	872335.1600	555248.7900	E-W	N/A	UNABLE TO VERIFY WATER MAIN HIT WATER TABLE @ 4.0' +/- ONLY ABLE TO PROBE MANUAL DEPTH OF 5.02' COULD NOT PENETRATE PAST ROCK "DID NOT VERIFY DEPTH" (NW 89 AVE BL)

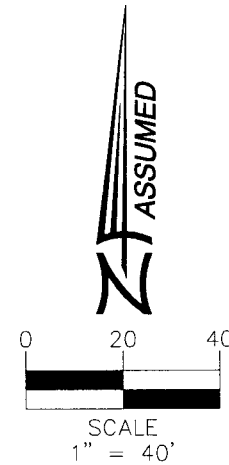
REVISIONS				 HADONNE 8700 W Flagler Street, Suite 420 Miami, Florida 33174 T: +1(305) 266-1188 F: +1(305) 207-6845 www.hadonne.com	TOWN OF MEDLEY		TOPOGRAPHIC SURVEY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	JOB NUMBER		CTL-6
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2- REVISION MANHOLE DATA 06-02-15		7-						
3-		8-						
4-		9-						
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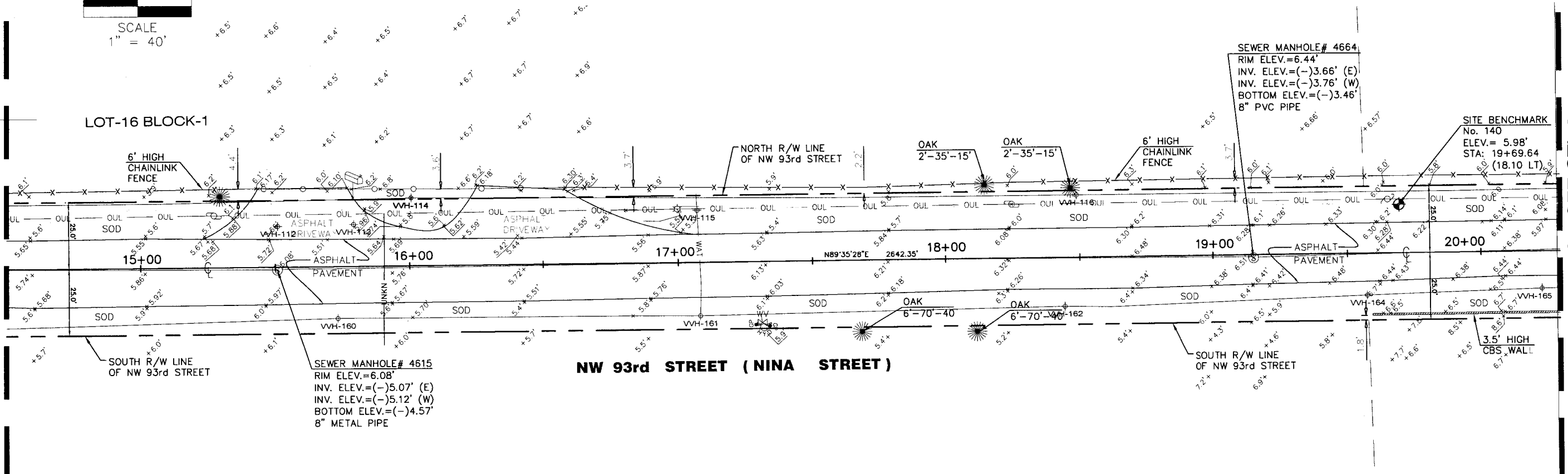
Summary of Verified Utilities

VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
303	WATER	18+76.48	14.5	LT	6.62	2.98	872839.7757	555279.0347	N-S	N/A	(NW 95 ST BL)
305	WATER	19+50.49	3.3	LT	6.79	3.08	872913.8590	555268.3800	E-W	N/A	(NW 95 ST BL)

REVISIONS				 HADONNE 8700 W Flagler Street, Suite 420 Miami, Florida 33174 T: +1(305) 266-1188 F: +1(305) 207-6845 www.hadonne.com	TOWN OF MEDLEY		TOPOGRAPHIC SURVEY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	JOB NUMBER		
1- 03-23-2015	ADDITIONAL TOPO	6-			MIAMI-DADE	14150		
2- REVISION MANHOLE DATA	06-02-15	7-						
3-		8-						
4-		9-						
5-		10-						



FOR CONTINUATION SEE CTL-3



FOR CONTINUATION SEE CTL-9

Summary of Verified Utilities

VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
114	GAS	16+00.76	25.5	LT	5.75		872582.6282	554628.5137	E-W	N/A	BFO DOES NOT EXIST (NW 93 ST BL)
115	WATER	17+07.28	19.5	LT	5.62	3.85	872689.1800	554623.3600	N-S	N/A	(NW 93 ST BL)
116	GAS	18+48.95	23.3	LT	6.13	2.70	872830.8200	554628.1600	E-W	N/A	(NW 93 ST BL)
160	WATER	15+73.09	19.3	RT	5.81	1.99	872555.2779	554583.5530	E-W	N/A	(NW 93 ST BL)
161	WATER	17+08.18	20.0	RT	5.89	2.25	872690.3740	554583.8850	E-W	N/A	WATER MAIN (NW 93 ST BL)
161	WATER	17+08.18	20.0	RT	5.89	2.50	872690.3740	554583.8850	N-S	N/A	WATER SERVICE (NW 93 ST BL)
162	WATER	18+44.17	18.2	RT	6.02	2.70	872826.3456	554586.5741	E-W	N/A	(NW 93 ST BL)
164	WATER	19+57.41	15.6	RT	6.68	2.70	872939.5600	554589.9856	E-W	N/A	(NW 93 ST BL)
165	WATER	20+22.45	13.9	RT	6.48	2.48	873004.5919	554592.1615	E-W	N/A	(NW 93 ST BL)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
1- 03-23-2015	ADDITIONAL TOPO	6-	
2- REVISION MANHOLE DATA 06-02-15		7-	
3-		8-	
4-		9-	
5-		10-	

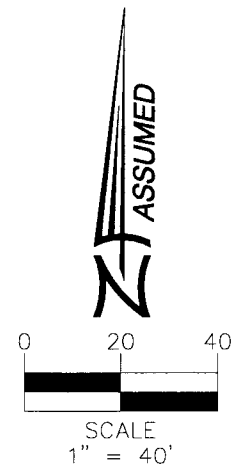
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Miami, Florida 33174
T: +1(305) 266-1188
F: +1(305) 207-6845
www.hadonne.com

TOWN OF MEDLEY	
COUNTY	JOB NUMBER
MIAMI-DADE	14150

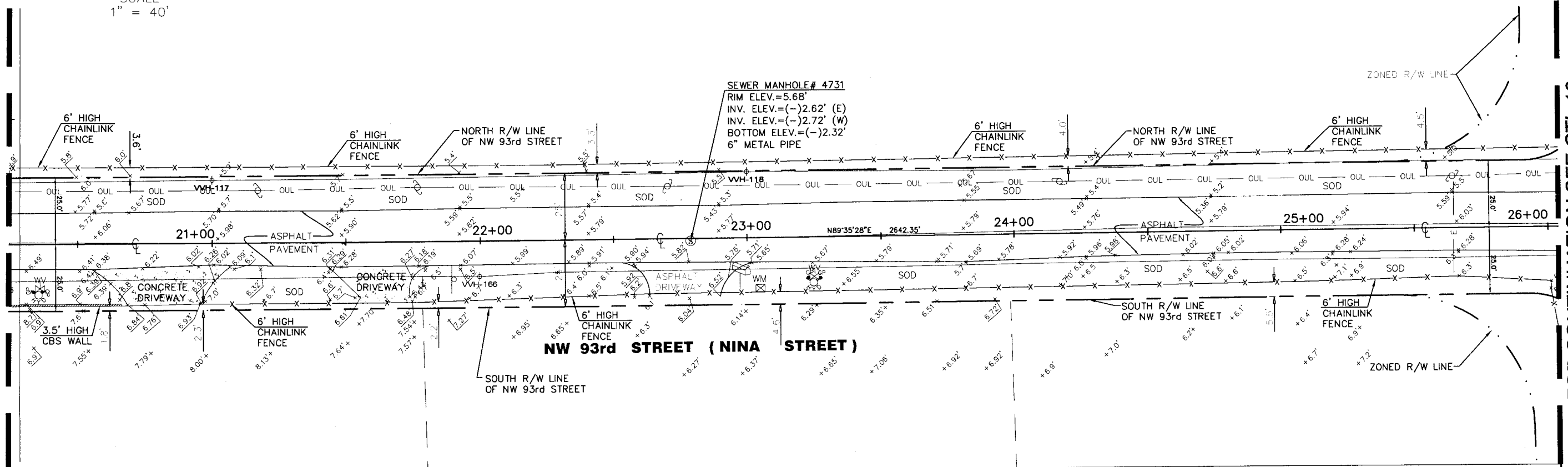
TOPOGRAPHIC SURVEY

SHEET
NO.

CTL-8




FOR CONTINUATION SEE CTL-8

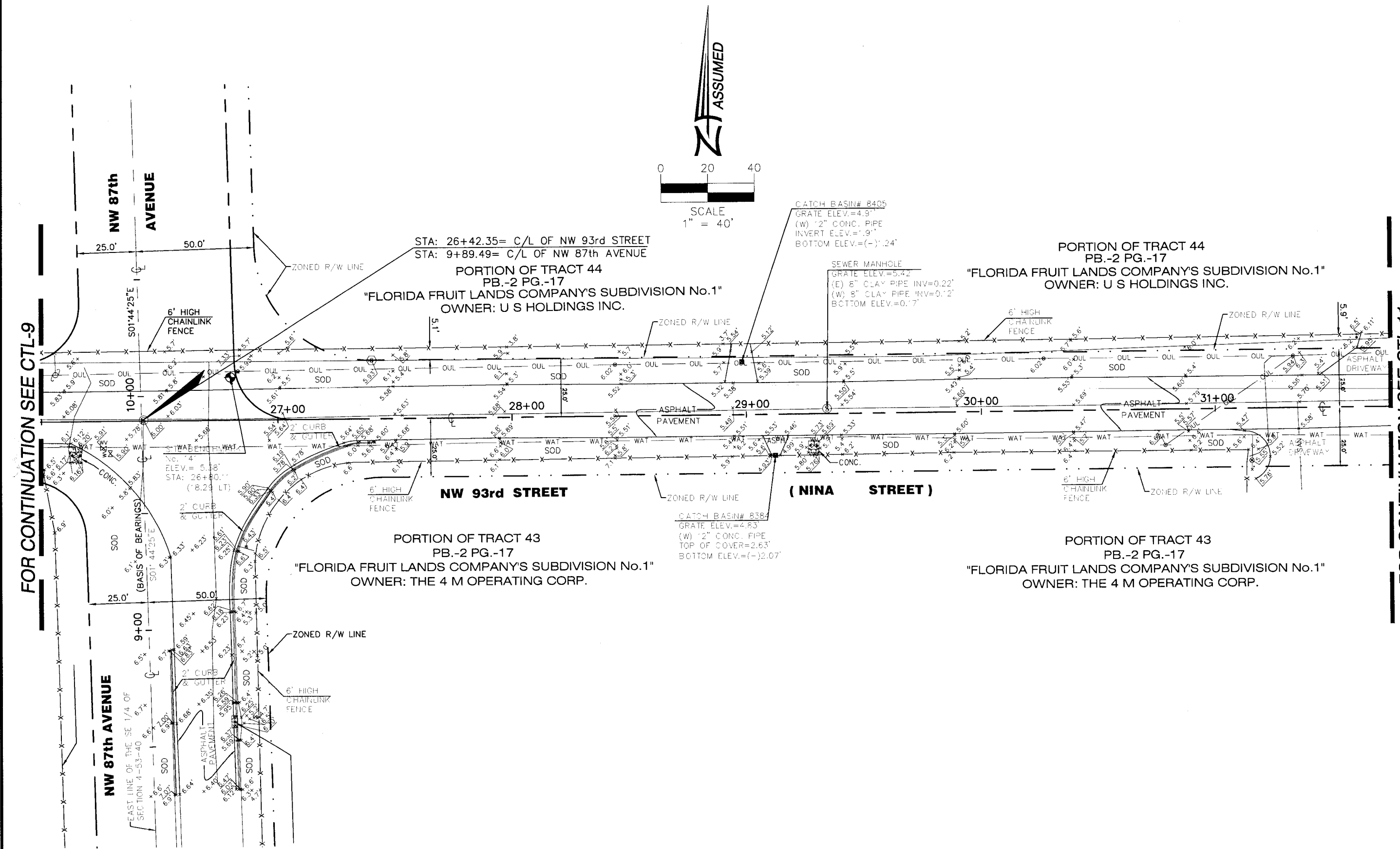


FOR CONTINUATION SEE CTL-10

Summary of Verified Utilities

VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
117	GAS	21+00.04	23.7	LT	6.04	2.62	873081.9100	554630.2990	E-W	N/A	(NW 93 ST BL)
118	GAS	23+00.06	24.6	LT	5.46	20.60	873281.9170	554632.7290	E-W	N/A	(NW 93 ST BL)
166	WATER	21+99.67	13.4	RT	6.49	2.59	873181.8002	554593.9415	E-W	N/A	(NW 93 ST BL)

REVISIONS				 HADONNE 8700 W Flagler Street, Suite 420 Miami, Florida 33174 T: +1(305) 266-1188 F: +1(305) 207-6845 www.hadonne.com	TOWN OF MEDLEY		TOPOGRAPHIC SURVEY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	JOB NUMBER		CTL-9
1- 03-23-2015	ADDITIONAL TOPO	6-						
2- REVISION MANHOLE DATA	06-02-15	7-						
3-		8-						
4-		9-						
5-		10-						



FOR CONTINUATION SEE CTL-9

FOR CONTINUATION SEE CTL-11

REVISIONS	
DATE	DESCRIPTION
1- 03-23-2015	ADDITIONAL TOPO
2- 06-02-15	REVISION MANHOLE DATA
3-	
4-	
5-	

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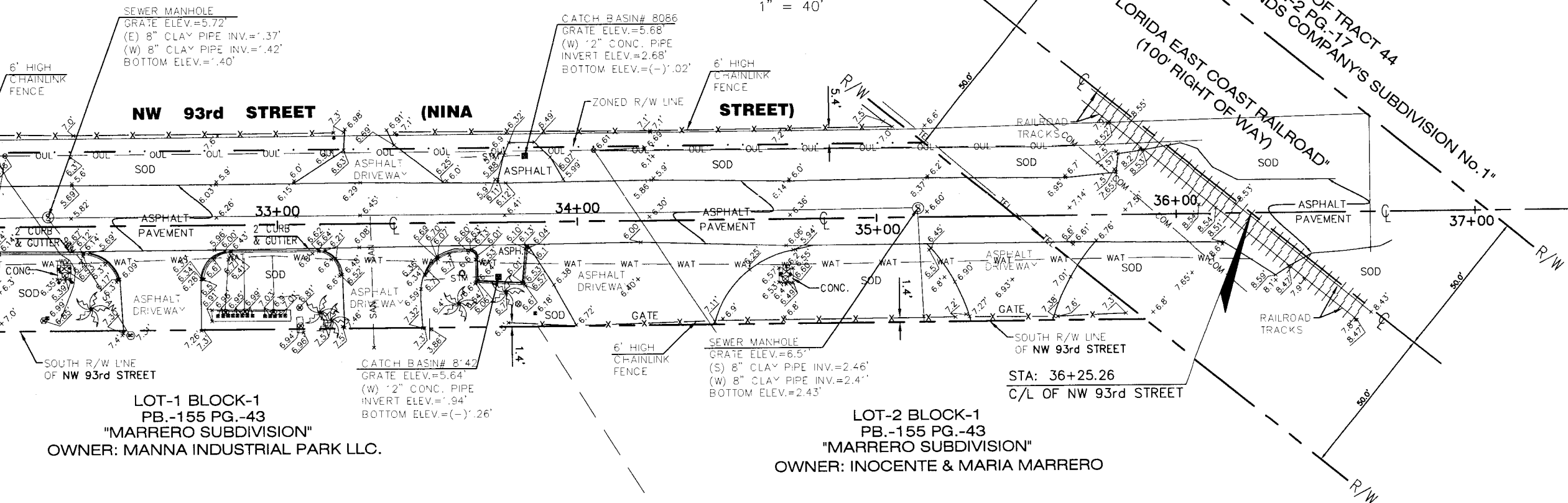
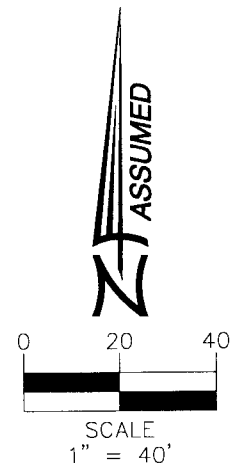
TOWN OF MEDLEY	
COUNTY	JOB NUMBER
MIAMI-DADE	14150


TOPOGRAPHIC SURVEY

SHEET NO.
CTL-10

FOR CONTINUATION SEE CTL-10

PORTION OF TRACT 44
PB.-2 PG.-17
"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1"
OWNER: U S HOLDINGS INC.



REVISIONS				 HADONNE 8700 W Flagler Street, Suite 420 Miami, Florida 33174 T: +1(305) 266-1188 F: +1(305) 207-6845 www.hadonne.com	TOWN OF MEDLEY		TOPOGRAPHIC SURVEY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	JOB NUMBER		
1- 03-23-2015	ADDITIONAL TOPO	6-			MIAMI-DADE	14150		CTL-11
2- REVISION	MANHOLE DATA 06-02-15	7-						
3-		8-						
4-		9-						
5-		10-						



TOWN OF MEDLEY

CONTRACT PLANS FOR NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET (PHASE II) MIAMI-DADE COUNTY

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-3	SUMMARY OF PAY ITEMS
4	DRAINAGE MAP
5-9	TYPICAL SECTION
5Q-1	SUMMARY OF QUANTITIES
10-12, 12A	MISCELLANEOUS DETAILS
13	DRAINAGE DETAILS
14-16	SUMMARY OF DRAINAGE STRUCTURES
17	PROJECT LAYOUT
18-19	GENERAL NOTES
20-28	ROADWAY PLAN
29-36	ROADWAY PROFILE
37-66	DRAINAGE STRUCTURES
67-87	CROSS SECTIONS
88-89	STORMWATER POLLUTION PREVENTION PLAN
CTL-1 - CTL-11	TOPOGRAPHICAL SURVEY

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:
KIMLEY-HORN AND ASSOCIATES, INC.
LEONTE I. ALMONTE, P.E.
1221 BRICKELL AVENUE - SUITE 400
MIAMI, FLORIDA 33131

Always call 811 two full business days before you dig

Sunshine811.com

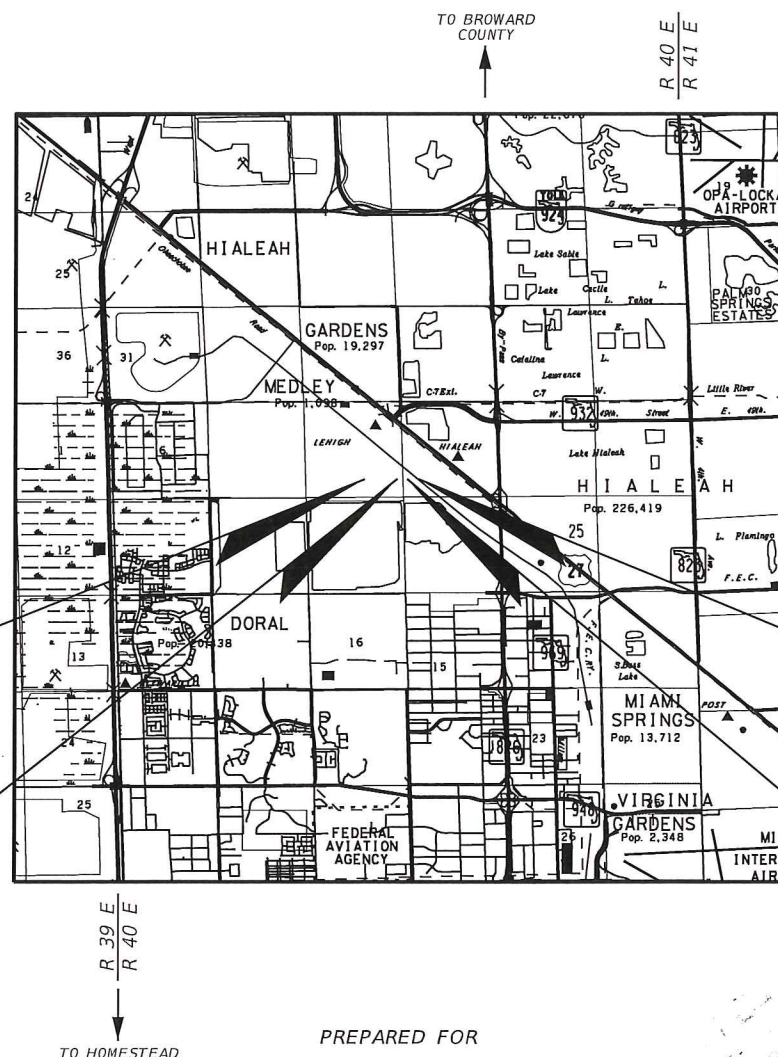
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS 2016, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2016, MANUAL ON UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (DATED MAY 2012) AS AMENDED BY CONTRACT DOCUMENTS. MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS PART 1,2, AND 3. THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT - HIGHWAY DIVISION STANDARD DETAILS. ALL UTILITY WORK TO BE DONE IN ACCORDANCE WITH MIAMI-DADE WATER AND SEWER DEPARTMENT DONATION STANDARD SPECIFICATIONS AND DETAILS FOR DESIGN AND CONSTRUCTION.

PREPARED FOR
TOWN OF MEDLEY
BY

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
1221 BRICKELL AVENUE - SUITE 400
MIAMI, FLORIDA 33131
PHONE (305) 673-2025

CERTIFICATE OF AUTHORIZATION NO. 696



BEGIN PROJECT
@ SURVEY NW 93RD ST
STA 5+70.00

BEGIN EXCEPTION
@ SURVEY NW 93RD ST
STA 25+55.00

END PROJECT
@ SURVEY NW 93RD ST
STA 35+30.49

END EXCEPTION
@ SURVEY NW 93RD ST
STA 29+10.74

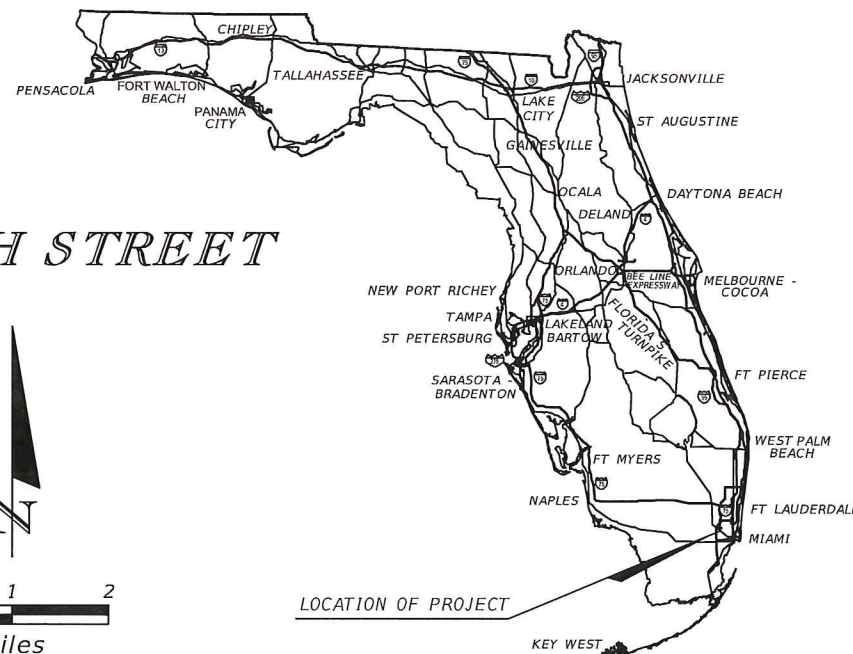
0 1 2
Miles



TO NORTH MIAMI

T 52 S
T 53 S

TO HOMESTEAD



LOCATION OF PROJECT

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

TOWN COUNCIL

MAYOR
ROBERTO MARTELL

VICE-MAYOR
JACK MORROW

COUNCILPERSON
EDGAR AYALA

COUNCILPERSON
GRISIELA DIGIACOMO

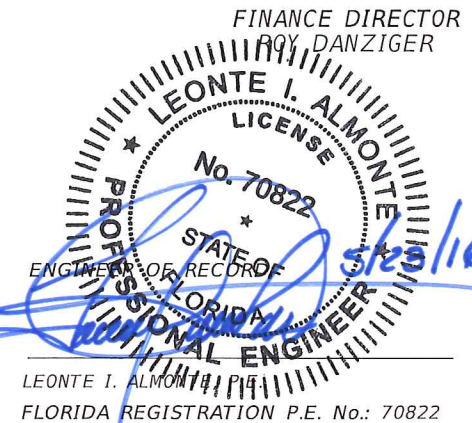
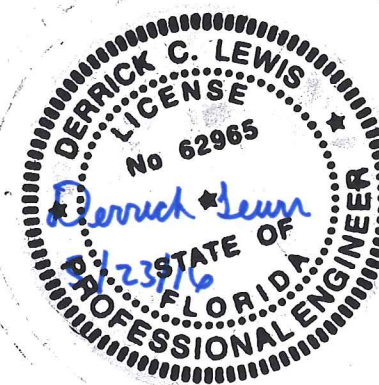
COUNCILPERSON
SUSANA GUASCH

STORMWATER UTILITIES ADMINISTRATION

UTILITIES DIRECTOR
JORGE C. SOTO

TOWN ENGINEER
JORGE E. CORZO P.E. C.F.M.

FINANCE DIRECTOR
ROY DANZIGER



SHEET
NO.

1

Summary of Pay Items			
PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
110-1-1	CLEARING AND GRUBBING	AC	4.83
120-1	REGULAR EXCAVATION	CY	2047
120-4	SUBSOIL EXCAVATION	CY	500
120-6	EMBANKMENT	CY	1498
145-2	GEOSYNTHETIC REINF FND OVER SOFT SOIL	SY	4582.94
160-4	TYPE B STABILIZATION	SY	12683.58
210-1-1	REWORKING LIMEROCK BASE, 3"	SY	4462.82
285-7-06	OPTIONAL BASE GROUP 6	SY	10864.35
327-70-4	MILLING EXIST APH, 3" AVG. DEPTH	SY	4250.30
334-1-11	SUPERPAVE ASPH CONC, TRAFFIC A	TN	28.00
334-1-23	SUPERPAVE ASPH CONC, TRAFFIC C, PG 76-22 PMA	TN	1536.79
337-7-43	ASPH CONC FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22 PMA	TN	1959.10
400-0-11	CONC CLASS NS, GRAVITY WALL	CY	490
425-1-201	INLETS, CURB, TYPE 9, <10'	EA	2
425-1-202	INLETS, CURB, TYPE 9, >10'	EA	1
425-1-351	INLETS, CURB, TYPE P-5, <10'	EA	7
425-1-352	INLETS, CURB, TYPE P-5, >10'	EA	3
425-1-355	INLETS, CURB, TYPE P-5, PARTIAL	EA	3
425-1-361	INLETS, CURB, TYPE P-6, <10'	EA	4
425-1-362	INLETS, CURB, TYPE P-6, >10'	EA	1
425-1-365	INLETS, CURB, TYPE P-6, PARTIAL	EA	3
425-1-452	INLETS, CURB, TYPE J-5, >10'	EA	3
425-1-461	INLETS, CURB, TYPE J-6, <10'	EA	2
425-1-462	INLETS, CURB, TYPE J-6, >10'	EA	2
425-1-521	INLETS, DT BOT, TYPE C, <10'	EA	11
425-1-531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	EA	6
425-2-61	MANHOLES, P-8, <10'	EA	6
425-2-62	MANHOLES, P-8, >10'	EA	6
425-2-63	MANHOLES, J-8, PARTIAL	EA	4
425-2-92	MANHOLES, J-8, >10'	EA	9
425-3-43	JUNCTION BOX, DRAINAGE, P-7, PARTIAL	EA	3
425-4	INLETS, ADJUST	EA	1
425-5	MANHOLE, ADJUST	EA	13
425-6	VALVE BOXES, ADJUST	EA	23
430-175-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12" S/CD	LF	738
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	1085
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	503
430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36" S/CD	LF	114
430-175-148	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 48" S/CD	LF	8
430-830	PIPE FILLING AND PLUGGING	CY	112.2
443-70-4	FRENCH DRAIN, 24"	LF	1327
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	333
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	LF	7123.10
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1660.3
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1738.8
527-2	DETECTABLE WARNINGS	SF	26.00
550-10-221	FENCING, TYPE B, 5.1'-6.0', W/ BARB ATTACHMENT	LF	3300
550-60-217	FENCE GATE, TYPE B, SINGLE, GREATER THAN 30' OPENING	EA	1
550-60-224	FENCE GATE, TYPE B, DOUBLE 18.1'-20.0' OPENING	EA	5
550-60-225	FENCE GATE TYPE B, DOUBLE, 24.1'-30.0' OPENING	EA	2
550-60-227	FENCE GATE TYPE B, DOUBLE, GREATER THAN 30.0' OPENING	EA	2
550-60-236	FENCE GATE, TYPE B, SLIDE/CANT, 24.1'-30.0' OPENING	EA	1
570-1-2	PERFORMANCE TURF, SOD	SY	5110.0
580-1-2	LANDSCAPE COMPLETE, LARGE PLANTS	LS	1
630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	LF	100

PAY ITEM NOTES

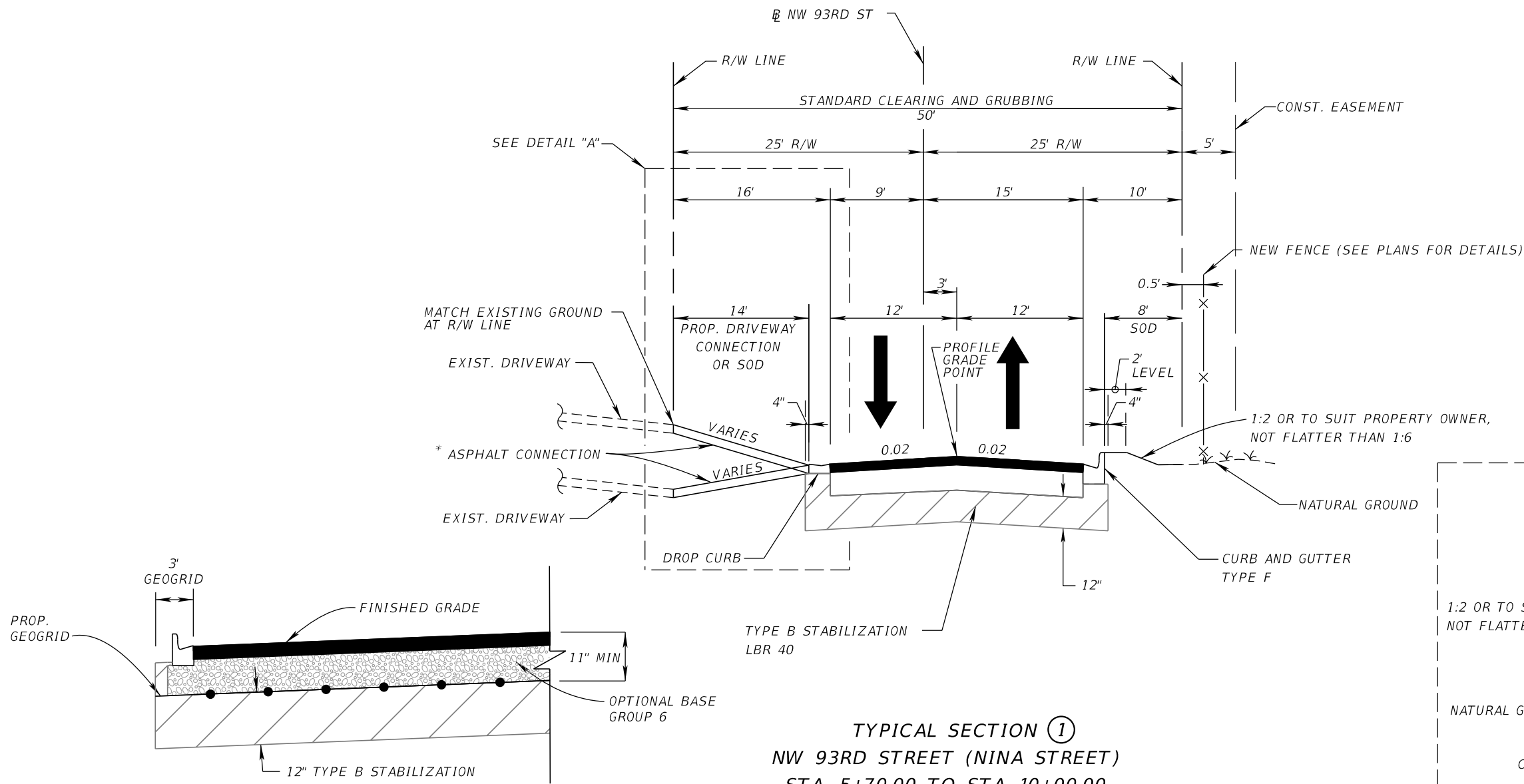
- 102-1PAY ITEMS 104-15 (SOIL TRACKING PREVENTION DEVICE), 104-18 (INLET PROTECTION SYSTEM), 107-1 (LITTER REMOVAL), AND 107-2 (MOWING) ARE INCLUDED IN THE PAY ITEM 102-1 (MAINTENANCE OF TRAFFIC) .
- 102-1INCLUDES THE COST OF CLEANING-OUT AND SEALING ALL EXISTING DRAINAGE STRUCTURES AND DRAINAGE PIPES WHICH ARE TO REMAIN WITHIN THE LIMITS OF CONSTRUCTION.
- 110-1-1INCLUDES THE COST OF RESTORATION AND MATCHING THE VICINITY WHERE DRAINAGE STRUCTURES ARE BEING REMOVED.
- 120-THIS IS AN ESTIMATED QUANTITY AND MAY BE INCREASED OR DECREASED BY THE ENGINEER. ANY EXCAVATED MATERIAL, IF UNSUITABLE, SHALL NOT BE USED IN THE CONSTRUCTION OF THE EMBANKMENT. EXCESS MATERIAL TO BE DISPOSED OF IN AREAS PROVIDED BY THE CONTRACTOR. NO SEPARATE PAYMENT WILL BE MADE FOR THIS ITEM.
- 120-1EARTHWORK HAS BEEN CALCULATED USING THE 9 INCH BASE OPTION SHOWN IN THE TYPICAL SECTION (UNLESS A SPECIFIC OPTIONAL GROUP IS CALLED FOR IN THE TYPICAL SECTIONS). IF ANOTHER OPTION IS CONSTRUCTED, THERE SHALL BE NO REVISION TO THE EARTHWORK QUANTITIES FOR WHICH PAYMENT IS MADE BY PLAN QUANTITY.
- 120-4ANY UNFORESEEN UNSUITABLE MATERIAL ENCOUNTERED IN THE FIELD SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL AS DIRECTED BY THE ENGINEER.
- 145-2GEOSYNTHETIC REINFORCEMENT SHALL BE A BIAXIAL GEOGRID TENSAR BX1500 (OR EQUIVALENT).
- 210-1-1THIS PAY ITEM IS NOT A PLAN QUANTITY ITEM. IT IS TO BE USED WHEN THE BASE IS EXPOSED DURING MILLING OPERATIONS. QUANTITY MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE ENGINEER.
- 425-1-351THIS PAY ITEM QUANTITY INCLUDES 1 DRIVEWAY INLET (<10') AND 1 DRIVEWAY INLET (>10')
- 425-2-62INCLUDES COST OF SLUICE GATE FOR S-209
- 425-6WITHIN PAVEMENT AREA, VALVE ADJUSTMENTS TO BE DONE AS NECESSARY. THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED, DECREASED, OR ELIMINATED BY THE ENGINEER.
- 430-175-1XXPIPE ALTERNATIVES INCLUDE ONLY RCP PIPE.
- 580-1-2INCLUDES RELOCATION OF EXISTING TREES. RELOCATION TO BE COORDINATED WITH THE TOWN OF MEDLEY. INCLUDES ALL COST ASSOCIATED WITH TREE RELOCATION AND PROTECTION.
- 630-2-12THIS IS A CONTINGENCY ITEM AND SHOULD ONLY BE USED TO OFFSET EXISTING LINES IF THEY ARE IN CONFLICT WITH THE PROPOSED WORK. QUANTITY MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE ENGINEER.
- 706-3INCLUDES COST AND INSTALLATION OF BLUE RPM'S AS SHOW IN THE TRAFFIC ENGINEERING MANUAL CHAPTER 4.
- 715-2-12THIS IS A CONTINGENCY ITEM AND SHOULD ONLY BE USED TO OFFSET EXISTING LINES IF THEY ARE IN CONFLICT WITH THE PROPOSED WORK. QUANTITY MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE ENGINEER.
- 1644-80-0INCLUDES ALL COST ASSOCIATED WITH THE RELOCATION OF THE FIRE HYDRANT.

UNLESS OTHERWISE SHOWN ON PLANS THE OFFSET FOR THE RELOCATION OF THE FIRE HYDRANTS WILL BE DONE PER MIAMI-DADE COUNTY STANDARDS.

INCLUDES COST OF DELIVERY OF 1 FIRE HYDRANT TO THE TOWN OF MEDLEY.

REVISIONS				 Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue – Suite 400 Miami, Florida 33131-3228		TOWN OF MEDLEY		<i>SUMMARY OF PAY ITEMS</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			COUNTY	OCP No		2
						MIAMI-DADE	SW-0103		

Summary of Pay Items			
PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY
700-1-11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	27
700-1-12	SINGLE POST SIGN, F&I, 12-20 SF	AS	5
700-1-50	SINGLE POST SIGN, RELOCATE	AS	3
700-1-60	SINGLE POST SIGN, REMOVE	AS	6
705-10-4	OBJECT MARKER, TYPE IV	EA	6
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	370
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	77
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	119
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	125
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	1
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	20
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	266
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE, 6"	GM	0.030
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	27
711-16-101	THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	GM	1.610
711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	GM	0.060
711-16-201	THERMOPLASTIC, STANDARD,OTHER SURFACES, YELLOW, SOLID, 6"	GM	1.050
711-16-231	THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.550
715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED NO. 8-6	LF	100
1000-5	UTILITY WORK-JPA/UTILITY AGREEMENT,SEWER	LS	1
1000-6	UTILITY WORK-JPA/UTILITY AGREEMENT ,WATER	LS	1
1644-80-0	FIRE HYDRANT, RELOCATE	EA	12



TYPICAL GEOGRID APPLICATION DETAIL NTS

APPLICABLE FROM STA 5+70.00 TO 15+50.00

NOTES:

- GEOGRID TO BE EXTENDED 3' BEYOND EDGE OF THE ROADWAY
- GEOGRID TO BE PLACED AT LEAST 12" FROM THE FINISHED GRADE

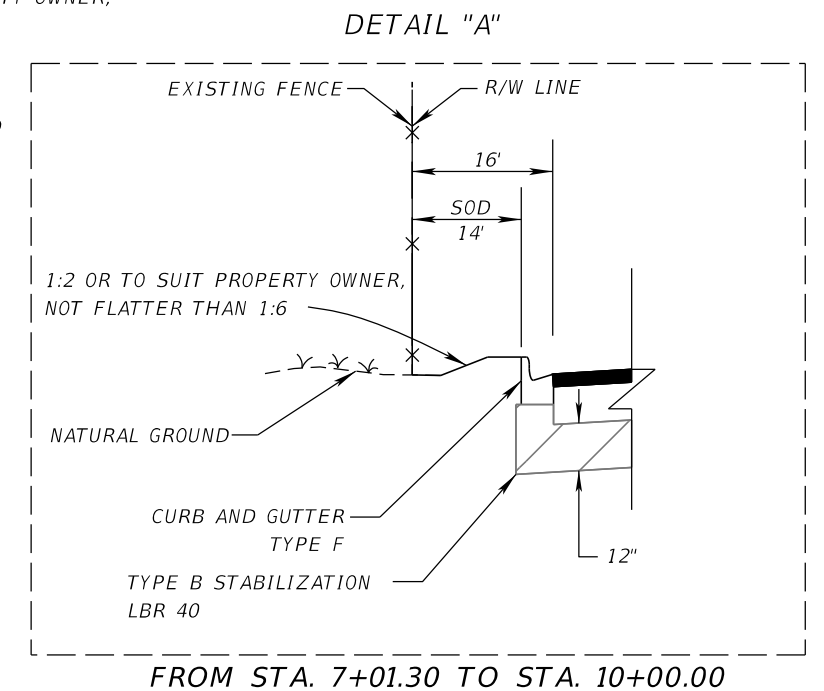
TRAFFIC DATA

NO TRAFFIC DATA
 DESIGN SPEED = 35 MPH
 POSTED SPEED = 35 MPH

TYPICAL SECTION ① NW 93RD STREET (NINA STREET) STA. 5+70.00 TO STA. 10+00.00

NEW CONSTRUCTION

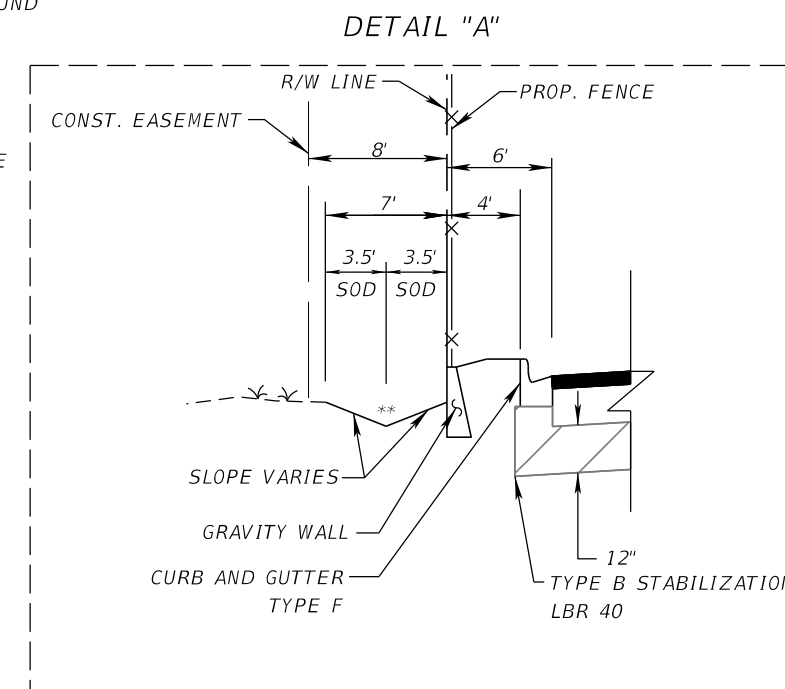
OPTIONAL BASE GROUP 6 WITH
 TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 ½")
 AND FRICTION COURSE FC-12.5 (1 ½") (PG 76-22) (PMA)



* : TYPE SP STRUCTURAL COURSE (TRAFFIC A) 2" (SEE PLANS FOR LOCATIONS)

** : SEE PLANS AND MISCELLANEOUS DETAIL SHEETS FOR CONCRETE DRIVEWAY CONSTRUCTION



REVISIONS				 Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228	TOWN OF MEDLEY		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	OCP No		
					MIAMI-DADE	SW-0103		5

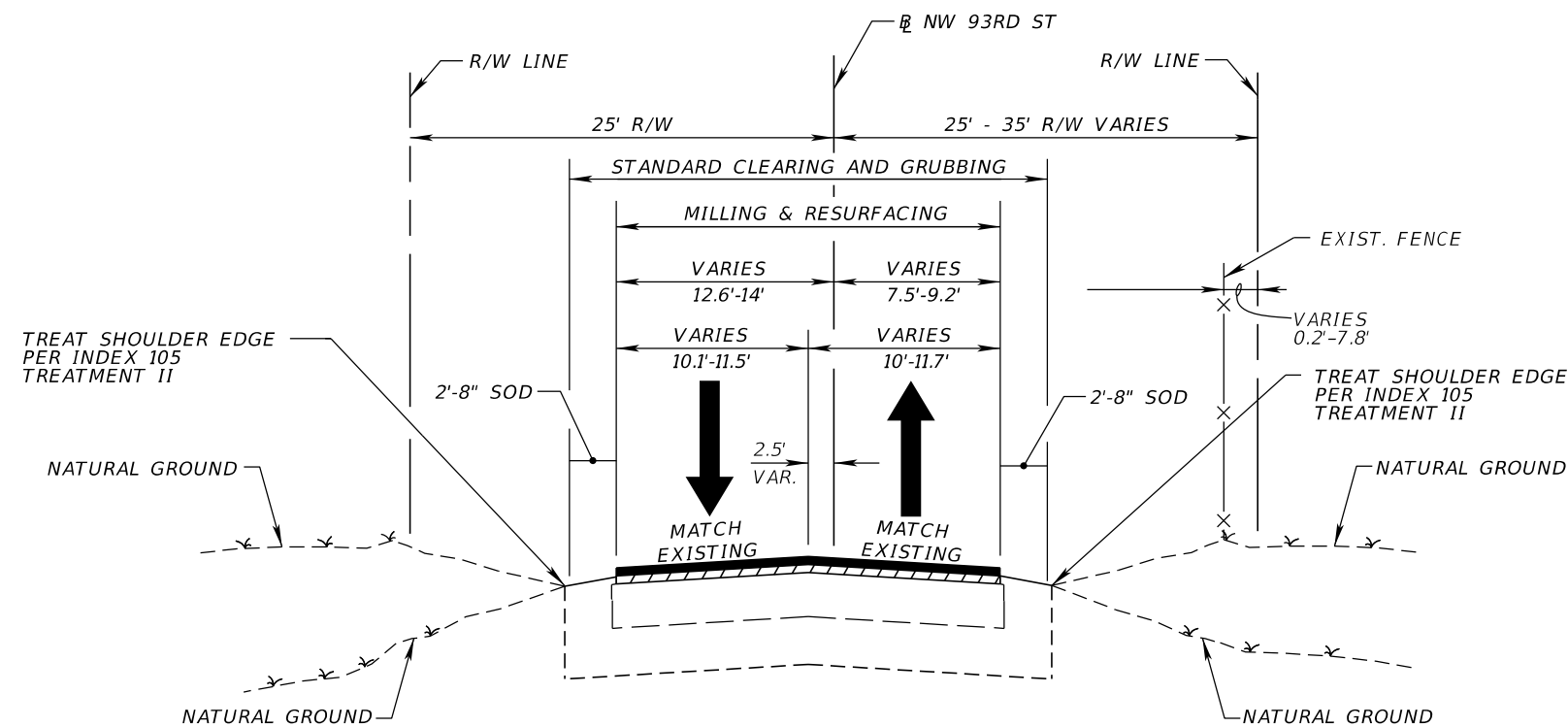


** : OFFSITE DITCH
SEE PROFILE AND CROSS SECTIONS
FOR ELEVATIONS

NO TRAFFIC DATA
DESIGN SPEED = 35 MPH
POSTED SPEED = 35 MPH

OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 1/2")
AND FRICTION COURSE FC-12.5 (1 1/2") (PG 76-22) (PMA)

REVISIONS				 <p> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228 </p>	 <p> TOWN OF MEDLEY COUNTY MIAMI-DADE </p>	<p> OCP No SW-0103 </p>	<p> TYPICAL SECTION </p>	<p> SHEET NO. 6 </p>
DATE	DESCRIPTION	DATE	DESCRIPTION					



TYPICAL SECTION ③
NW 93RD STREET (NINA STREET)
STA. 29+10.74 TO STA. 35+30.49

MILLING

MILL EXISTING ASPHALT
PAVEMENT (3" AVG. DEPTH) *



RESURFACING

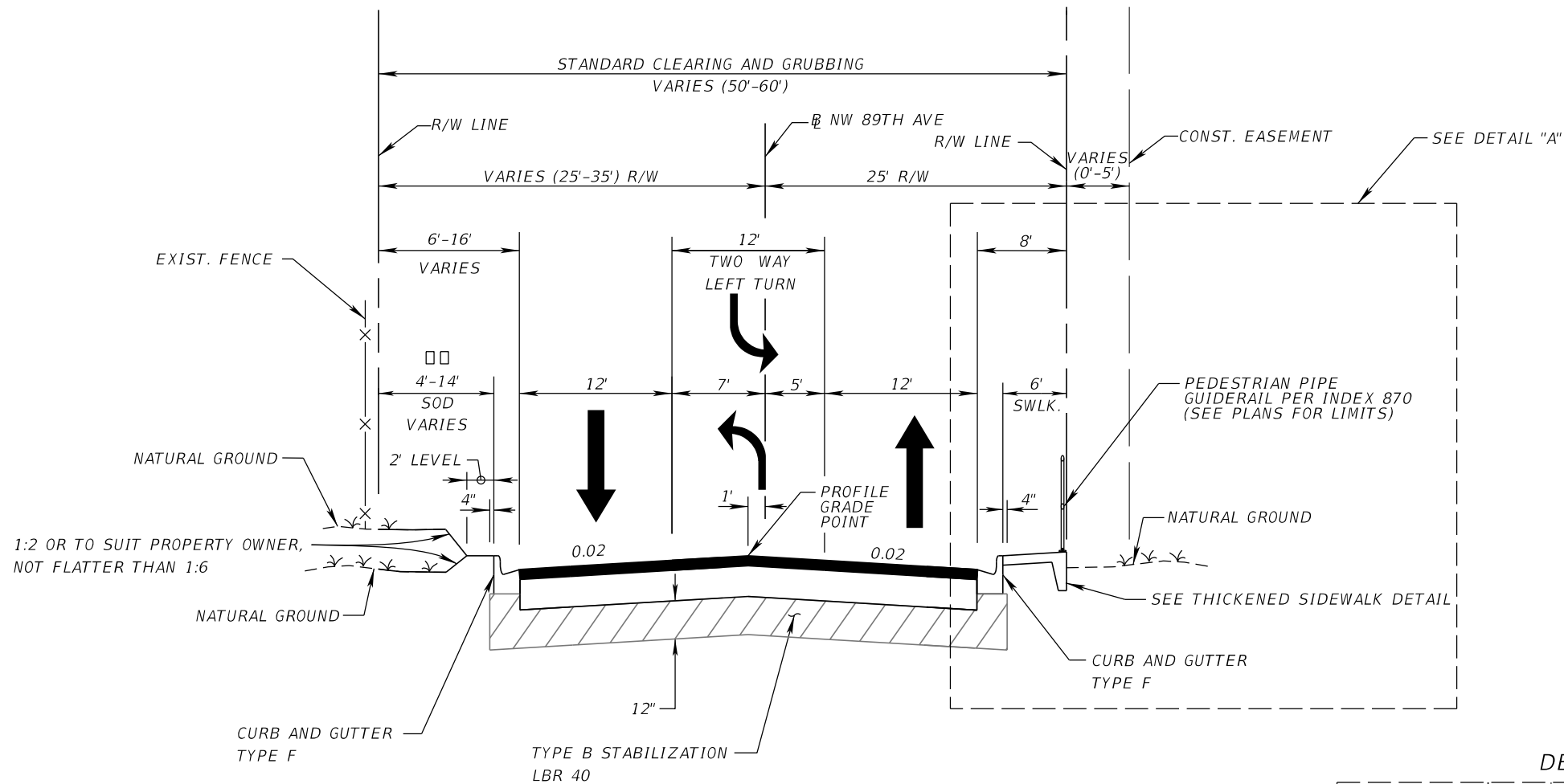
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 ½"),
AND FRICTION COURSE FC-12.5 (1 ½") (PG 76-22) (PMA)

TRAFFIC DATA

NO TRAFFIC DATA
DESIGN SPEED = 35 MPH
POSTED SPEED = 35 MPH

* : FOR AREAS WHERE THE BASE
IS EXPOSED DURING MILLING
OPERATIONS, PAY ITEM 210-1-1
"REWORKING LIMEROCK BASE"
TO BE USED TO RESTORE AS
NEEDED.

REVISIONS				 Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228	 TOWN OF MEDLEY	COUNTY		OCP No	TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			MIAMI-DADE		SW-0103		7



TYPICAL SECTION ④
NW 89TH AVENUE
STA. 9+45.00 TO STA. 16+20.00

SEE PLANS FOR PROPOSED IMPROVEMENTS
 FROM 9+00.00 TO 9+45.00
 FROM 16+20.00 TO 18+00.00

NEW CONSTRUCTION

OPTIONAL BASE GROUP 6 WITH
 TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 ½")
 AND FRICTION COURSE FC-12.5 (1 ½") (PG 76-22) (PMA)

MILLING

MILL EXISTING ASPHALT *
 PAVEMENT (3" AVG. DEPTH)

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 ½")
 AND FRICTION COURSE FC-12.5 (1 ½") (PG 76-22) (PMA)

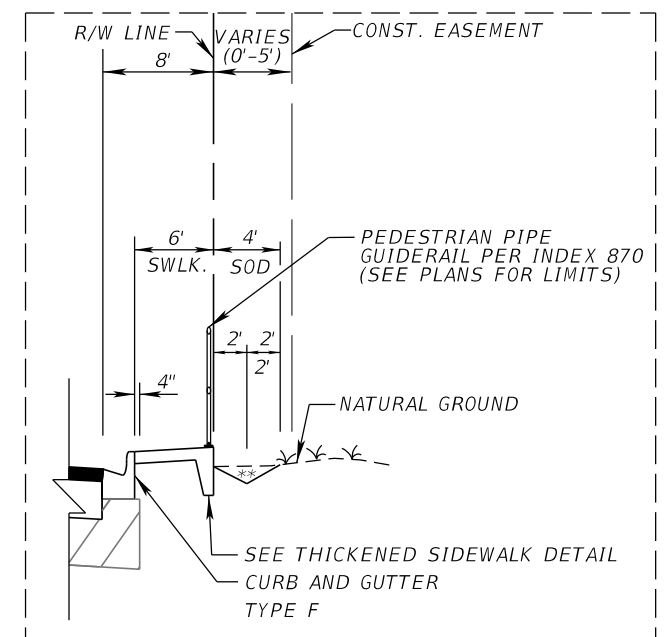
TRAFFIC DATA

NO TRAFFIC DATA
 DESIGN SPEED = 35 MPH
 POSTED SPEED = 35 MPH



* : FOR AREAS WHERE THE BASE
 IS EXPOSED DURING MILLING
 OPERATIONS, PAY ITEM 210-1-1
 "REWORKING LIMEROCK BASE"
 TO BE USED TO RESTORE AS
 NEEDED.

** : OFFSITE DITCH
 SEE PROFILE AND CROSS SECTIONS
 FOR ELEVATIONS

DETAIL "A"



FROM STA. 10+49.20 TO STA. 13+18.54

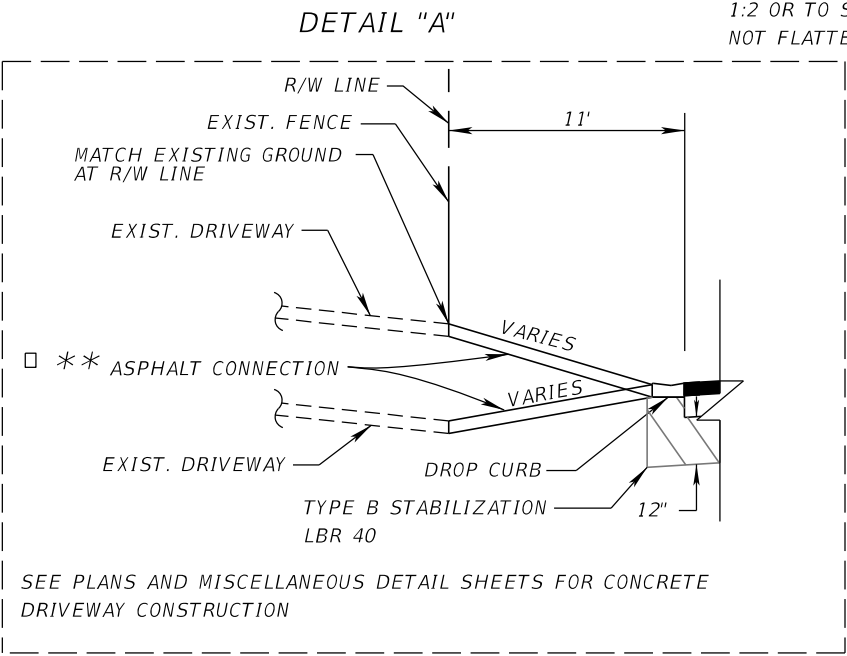
REVISIONS				 Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228	 TOWN OF MEDLEY		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	OCP No		
					MIAMI-DADE	SW-0103		8

* : FOR AREAS WHERE THE BASE IS EXPOSED DURING MILLING OPERATIONS, PAY ITEM 210-1-1 "REWORKING LIMEROCK BASE" TO BE USED TO RESTORE AS NEEDED.

** : SEE PLANS AND MISCELLANEOUS DETAIL SHEETS FOR CONCRETE DRIVEWAY CONSTRUCTION

□ : TYPE SP STRUCTURAL COURSE (TRAFFIC A) 2" (SEE PLANS FOR LOCATIONS)

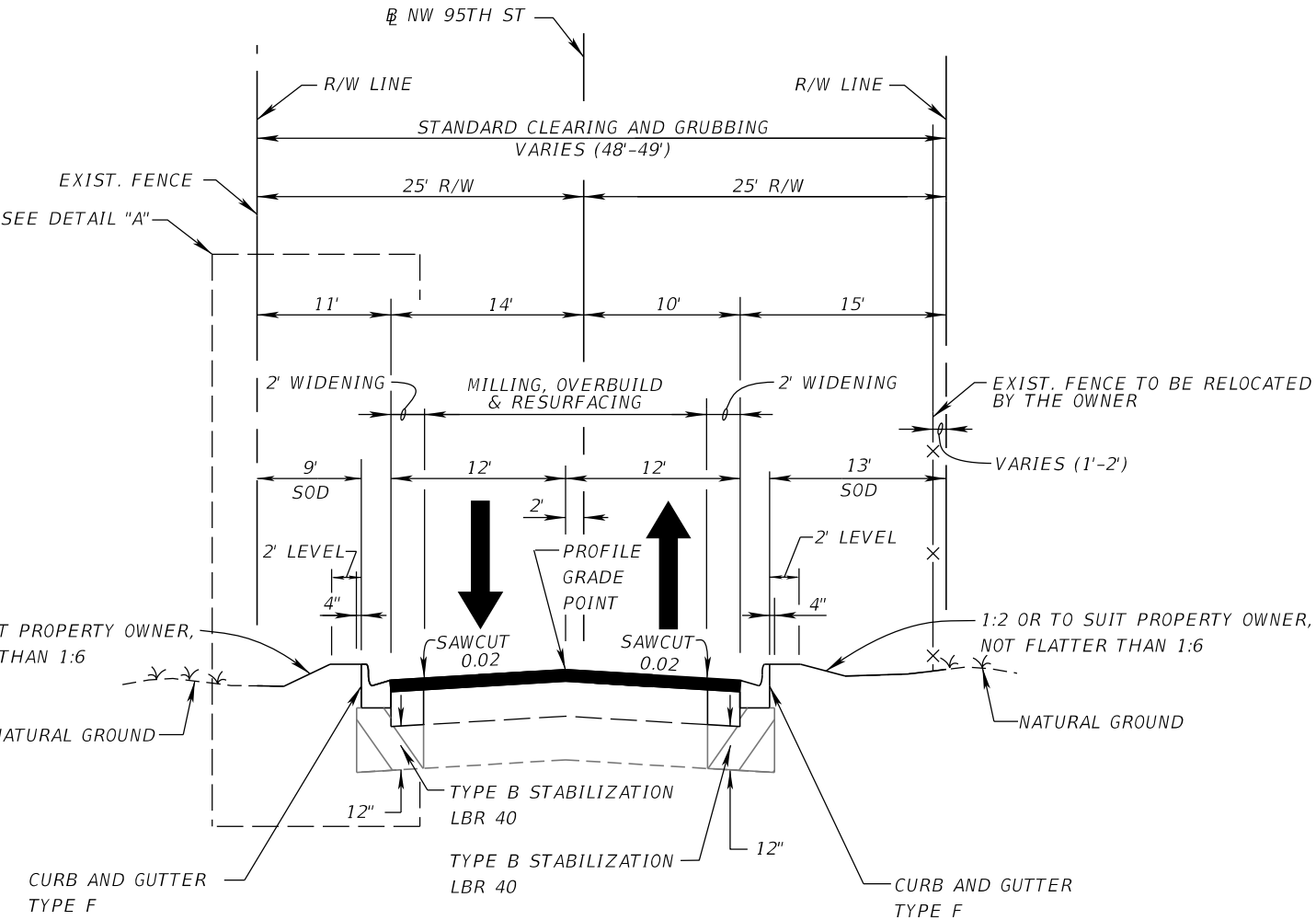
□□ : TYPE SP OVERBUILD THICKNESSES (PER FDOT SPECIFICATION 334)



FROM STA. 15+38.20 TO STA. 17+95.30

TRAFFIC DATA

NO TRAFFIC DATA
DESIGN SPEED = 35 MPH
POSTED SPEED = 35 MPH



TYPICAL SECTION ⑤
NW 95TH STREET
STA. 12+80.23 TO STA. 19+52.00

MILLING

MILL EXISTING ASPHALT PAVEMENT (3" AVG. DEPTH) *

OVERBUILD

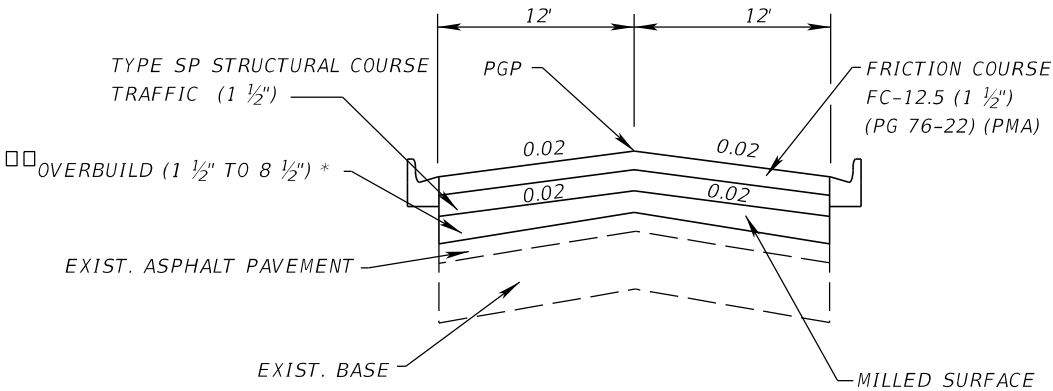
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (VARIES FROM 1 1/2" TO 8 1/2")

RESURFACING

FRICTION COURSE FC-12.5 (1 1/2") (PG 76-22) (PMA)

WIDENING

OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 1/2")
AND FRICTION COURSE FC-12.5 (1 1/2") (PG 76-22) (PMA)



OVERBUILD AND RESURFACING DETAIL

REVISIONS				 Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228	 TOWN OF MEDLEY	COUNTY MIAMI-DADE		OCP No SW-0103		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION								9

MANHOLE ADJUSTMENTS				
B OF REFERENCE	STATION	SIDE	QUANTITY	
			EA	
			P	F
NW 93RD ST	5+88	LT	1	
NW 93RD ST	8+88	LT	1	
NW 93RD ST	11+64	RT	1	
NW 93RD ST	11+86	LT	1	
NW 93RD ST	15+51	RT	1	
NW 93RD ST	19+15	RT	1	
NW 93RD ST	22+79	RT	1	
NW 93RD ST	29+34	LT	1	
NW 93RD ST	32+23	LT	1	
NW 93RD ST	35+14	LT	1	
NW 89TH AVE	13+30	RT	1	
NW 89TH AVE	16+62	RT	1	
NW 95TH ST	16+43	LT	1	
TOTAL			13	

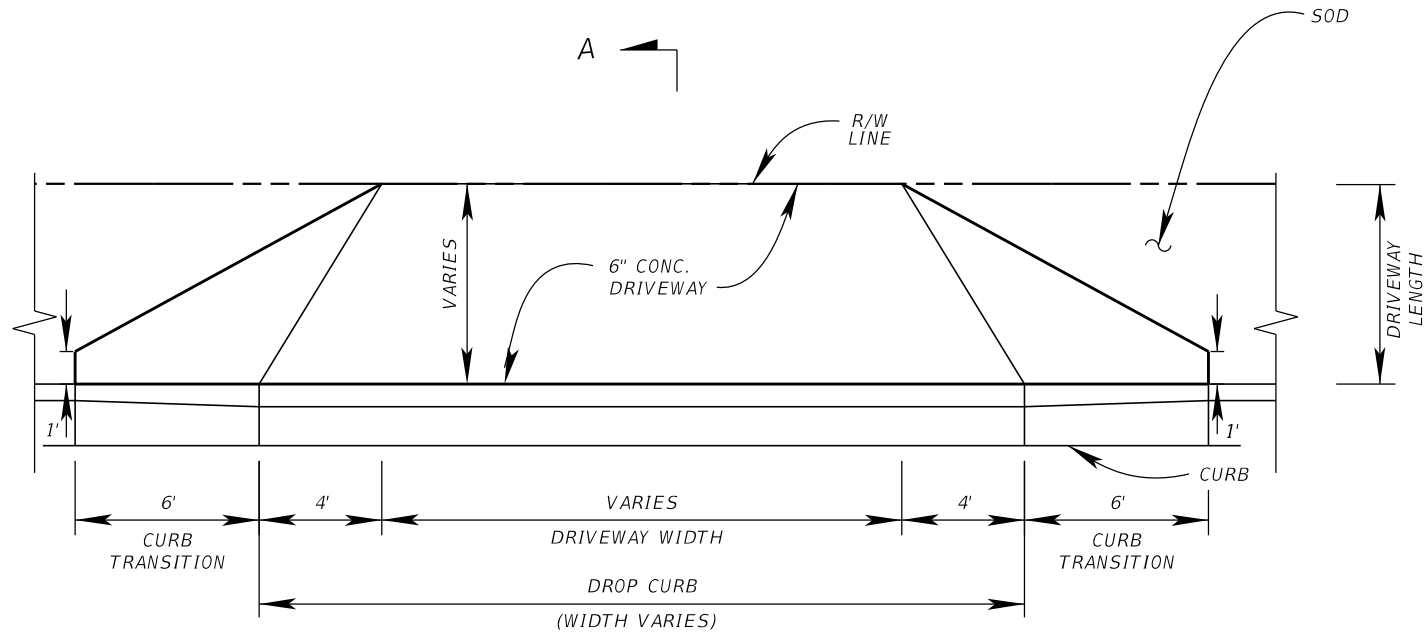
VALVE ADJUSTMENTS				
B OF REFERENCE	STATION	SIDE	QUANTITY	
			EA	
			P	F
NW 93RD ST	5+27	RT	1	
NW 93RD ST	8+27	RT	1	
NW 93RD ST	11+18	RT	1	
NW 93RD ST	11+65	RT	1	
NW 93RD ST	11+66	RT	1	
NW 93RD ST	11+76	RT	1	
NW 93RD ST	11+91	RT	1	
NW 93RD ST	14+29	RT	1	
NW 93RD ST	17+31	RT	1	
NW 93RD ST	20+36	RT	1	
NW 93RD ST	23+25	RT	1	
NW 89TH AVE	12+83	RT	1	
NW 89TH AVE	15+21	RT	1	
NW 89TH AVE	15+73	RT	1	
NW 89TH AVE	16+33	RT	1	
NW 89TH AVE	16+41	RT	1	
NW 89TH AVE	16+43	RT	1	
NW 95TH ST	18+54	LT	1	
NW 95TH ST	18+59	LT	1	
NW 95TH ST	19+54	LT	1	
TOTAL			20	

FIRE HYDRANTS TO BE RELOCATED					
B OF REFERENCE	EXISTING STATION	SIDE	PROPOSED STATION	SIDE	QUANTITY
					EA
					P F
NW 93RD ST	2+35	RT *	N/A*	N/A	1
NW 93RD ST	5+27	RT	6+50	RT	1
NW 93RD ST	8+27	RT	9+50	RT	1
NW 93RD ST	11+17	RT	11+17	RT	1
NW 93RD ST	14+29	RT	14+29	RT	1
NW 93RD ST	17+32	RT	17+32	RT	1
NW 93RD ST	20+35	RT	20+35	RT	1
NW 93RD ST	23+25	RT	23+25	RT	1
NW 89TH AVE	12+84	LT	12+35	RT	1
NW 89TH AVE	15+74	RT	15+74	RT	1
NW 95TH ST	15+65	RT	15+65	RT	1
NW 95TH ST	18+55	RT	18+55	RT	1
TOTAL					12

* THIS LOCATION IS APPROXIMATE AND DOES NOT REPRESENT AN ACTUAL SURVEY .
CONTRACTOR TO FIELD VERIFY THE LOCATION OF THIS FIRE HYDRANT .

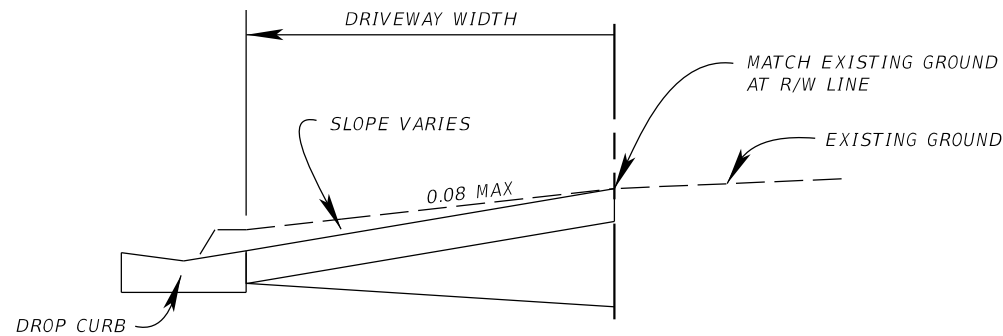
**CONTRACTOR TO SALVAGE AND DELIVER THE FIRE HYDRANT TO THE TOWN OF MEDLEY .

WATER METER ADJUSTMENTS				
B OF REFERENCE	STATION	SIDE	QUANTITY	
			EA	
			P	F
NW 93RD ST	8+43	RT	1	
NW 93RD ST	10+57	RT	1	
NW 93RD ST	23+05	RT	1	
TOTAL			3	



PLAN
N.T.S.

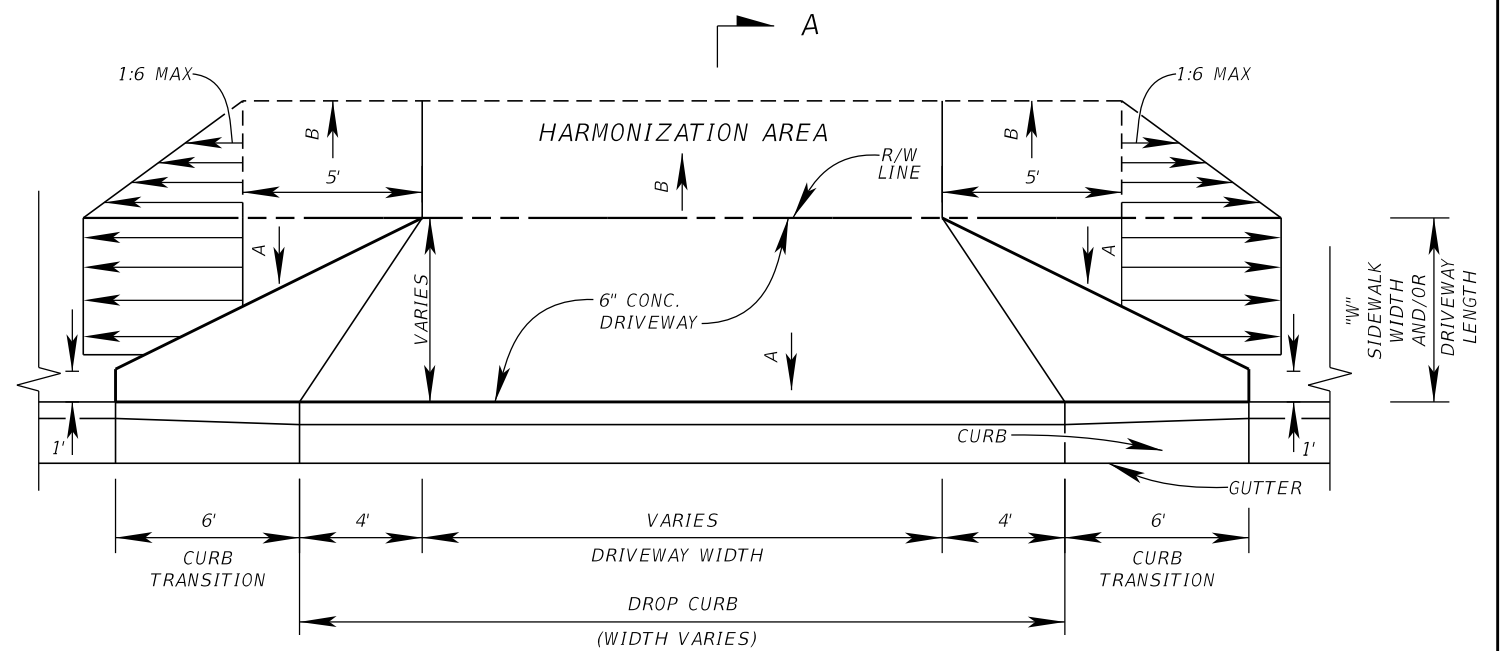
CE DRIVEWAY DETAIL



SECTION A-A
N.T.S.

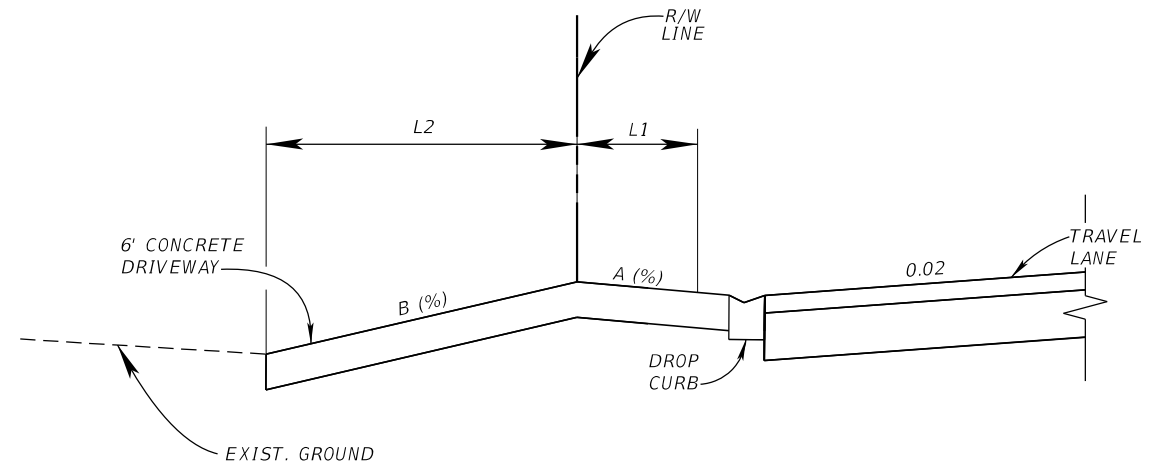
NOTES:

1. CONCRETE JOINTS SHALL BE AS PER INDEXES 515 AND 310.





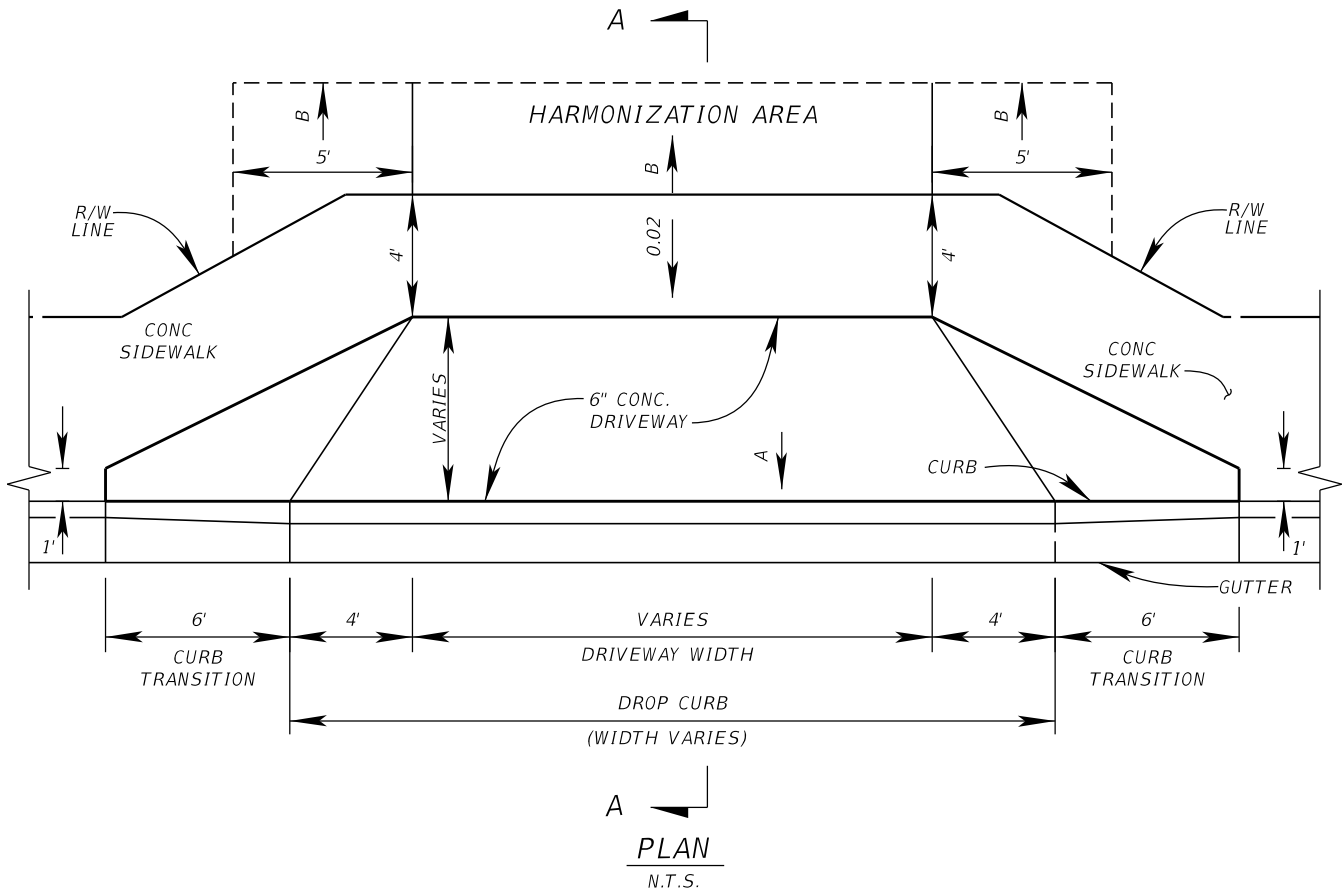
PLAN
N.T.S.

DRIVEWAY WITH NO SIDEWALK HARMONIZATION DETAIL

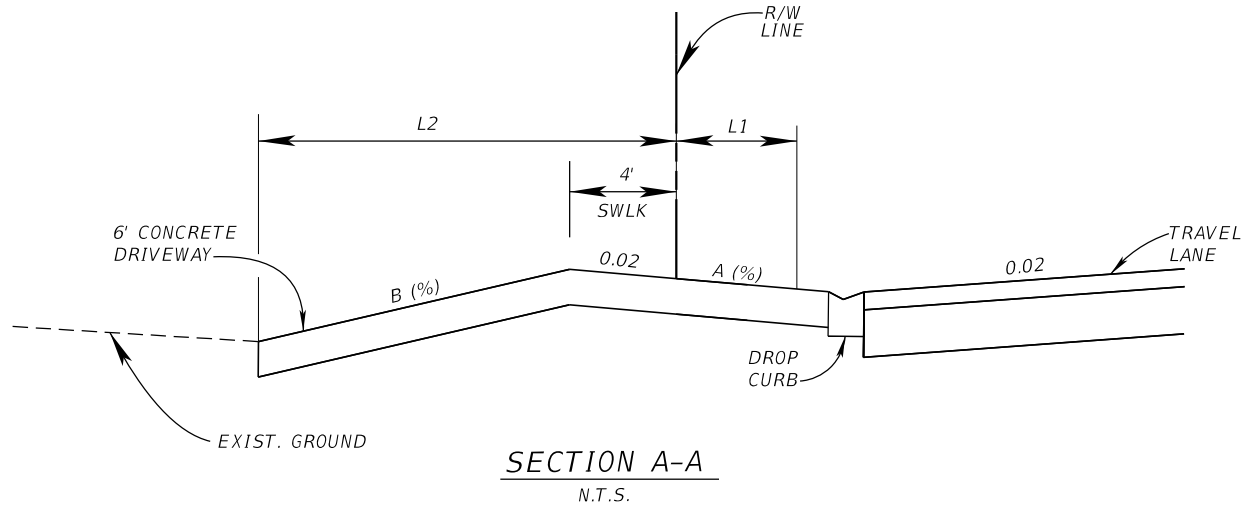


SECTION A-A
N.T.S.

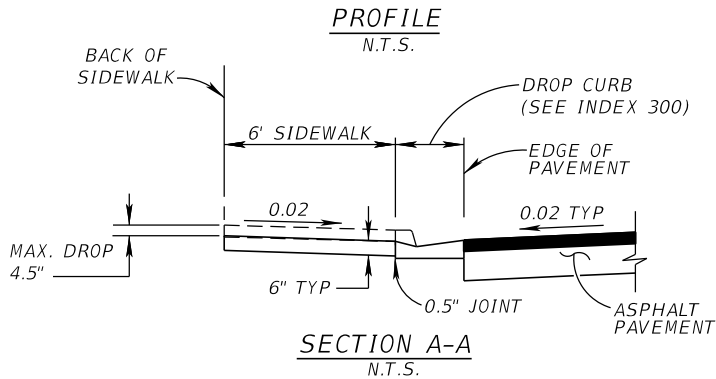
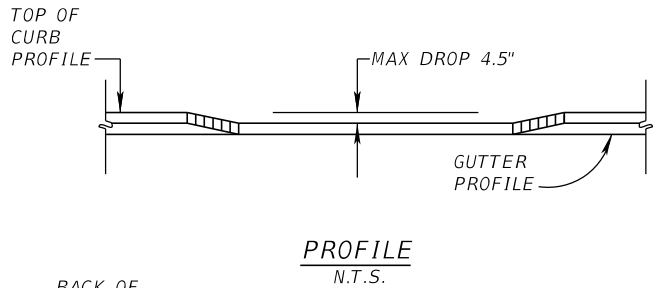
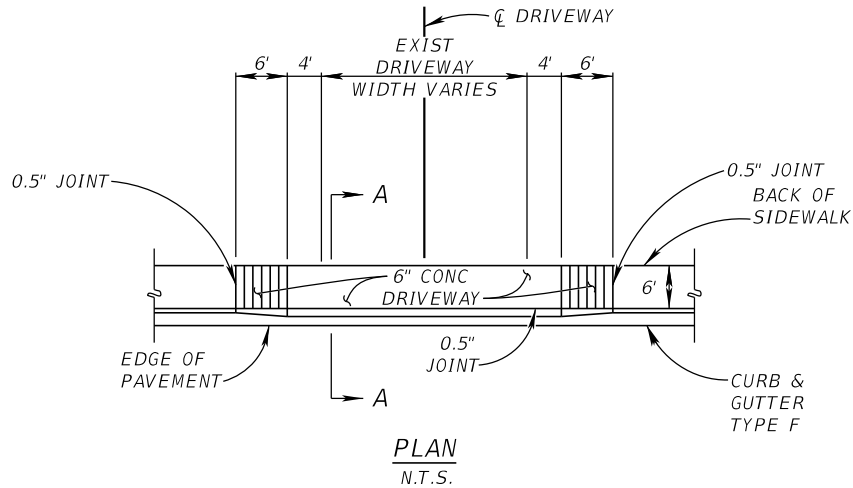
REVISIONS				 Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228	 TOWN OF MEDLEY	COUNTY MIAMI-DADE		OCP No SW-0103	MISCELLANEOUS DETAILS		SHEET NO. 10
DATE	DESCRIPTION	DATE	DESCRIPTION								



DRIVEWAY WITH SIDEWALK HARMONIZATION DETAIL



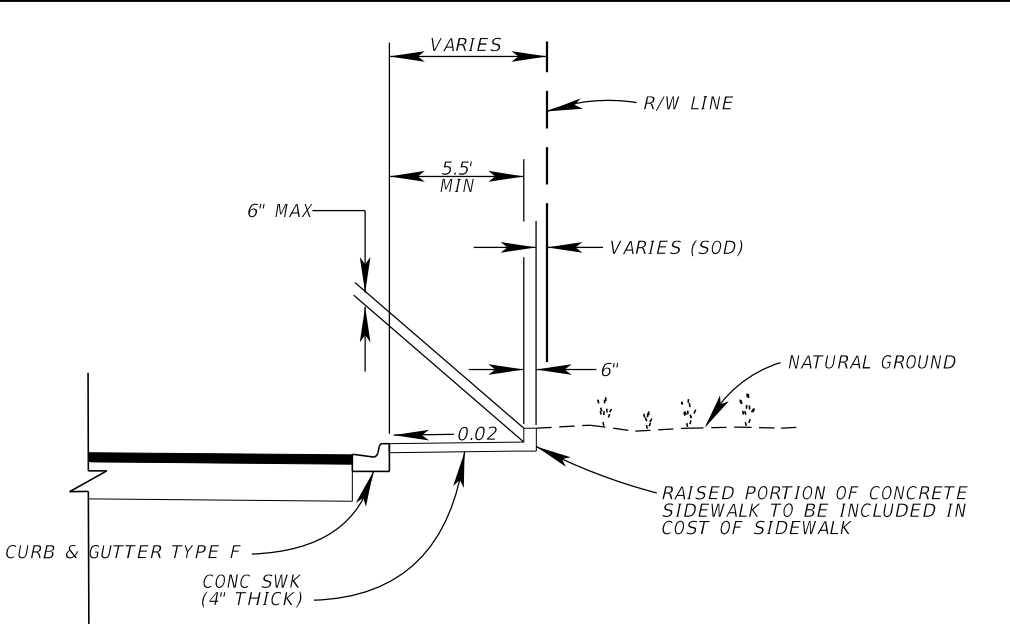
DRIVEWAY		C DRIVEWAY LOCATION		SLOPE (%)		LENGTH (FT)		SPECIAL NOTES
ID	STATION	SIDE	A	B	L1	L2		
NW93 WB0800	08+15.63	LT	2%	-10%	4.13'	11.33'		
NW93 WB1550	15+54.58	LT	2%	-6%	4.00'	19.58'		
NW93 WB1640	16+39.95	LT	2%	-6%	4.00'	18.27'		
NW93 EB2080	20+82.19	RT	2%	-	19.72'	-		
NW93 EB2160	21+64.44	RT	6%	-2%	6.00'	12.04'		
NW93 EB2280	22+76.65	RT	2%	-6%	6.16'	10.49'		
NW93 EB2500	24+97.91	RT	2%	6%	8.77'	2.12'	CONTRACTOR TO SURVEY THE AREA AND COORDINATE WITH ENGINEER FOR DISCREPANCIES	
NW89 SB1240	12+43.79	LT	8%	-	8.04'	-		
NW89 NB1550	15+43.14	RT	2%	-4.50%	6.00'	4.58'		
NW89 SB1680	16+76.34	LT	7%	1.85%	8.14'	10.66'		
NW95 WB1680	16+73.05	LT	2%	-4%	9.00'	9.00'		
NW95 WB1780	17+81.80	LT	2%	-3.33%	9.00'	11.34'		
NW95 WB1860	18+58.02	LT	1%	-8%	9.00'	18.00'		
NW95 WB1920	19+21.30	LT	2%	-6%	9.00'	7.73'		



CONCRETE SIDEWALK ADJUSTMENTS AT DRIVEWAYS

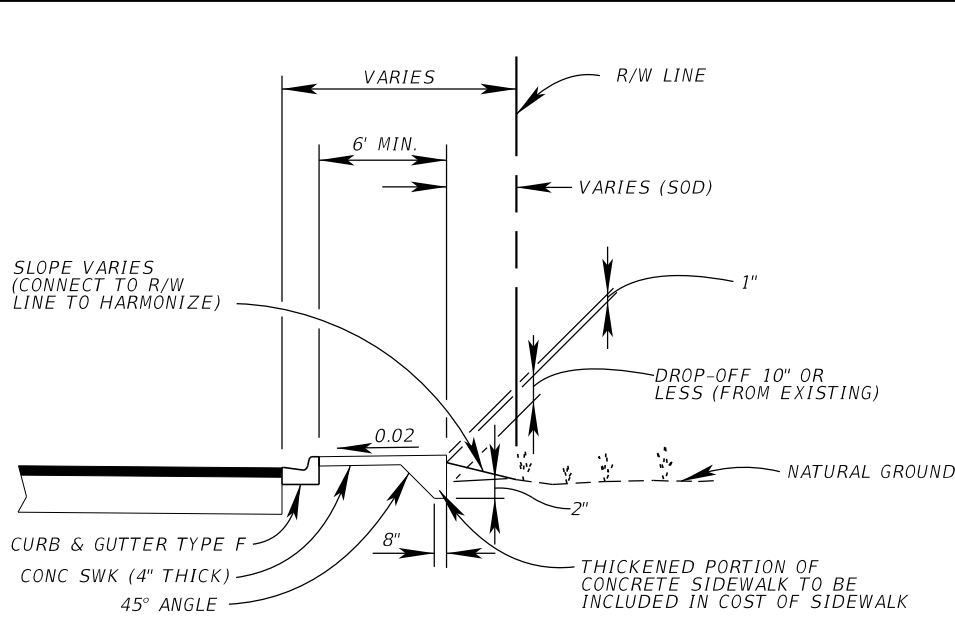
NOTES:
THE LOWERING OF THE BACK OF SIDEWALK WILL BE PERMITTED AT LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER.

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DATE	DESCRIPTION	DATE	DESCRIPTION					



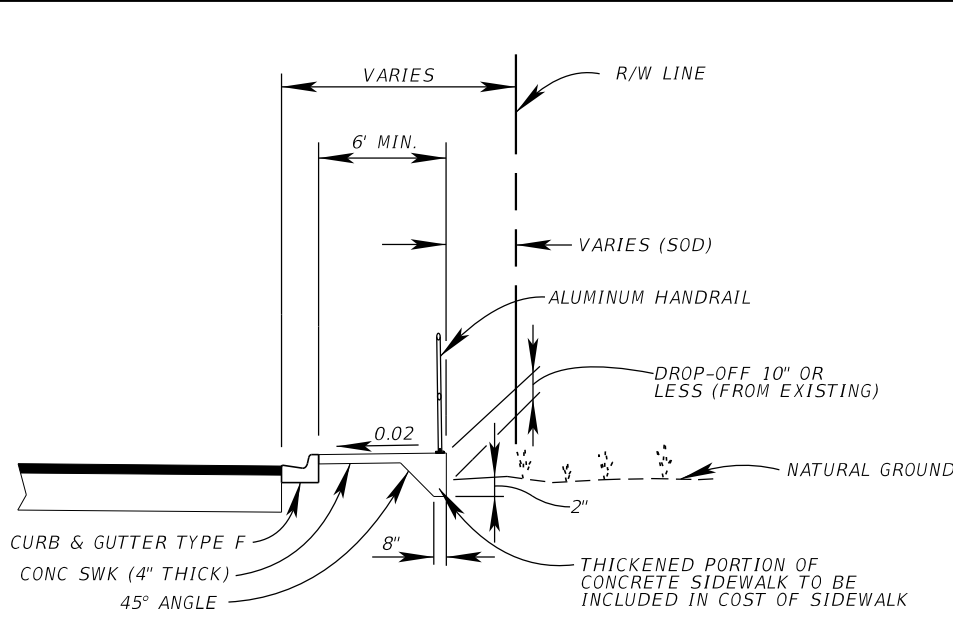
SPECIAL SIDEWALK DETAIL

N.T.S.
WHERE RIGHT OF ENTRY REFUSED
AND FILL HEIGHT < 6"



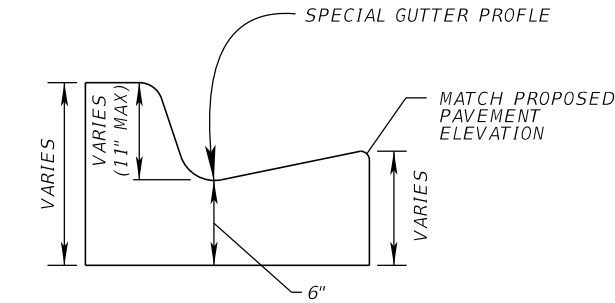
THICKENED SIDEWALK DETAIL (ALT A)

N.T.S.
WHERE RIGHT OF ENTRY REFUSED
AND DROP-OFF > 1" & ≤ 10"



THICKENED SIDEWALK DETAIL (ALT B)

N.T.S.
WHERE RIGHT OF ENTRY REFUSED
AND DROP-OFF ≤ 10"



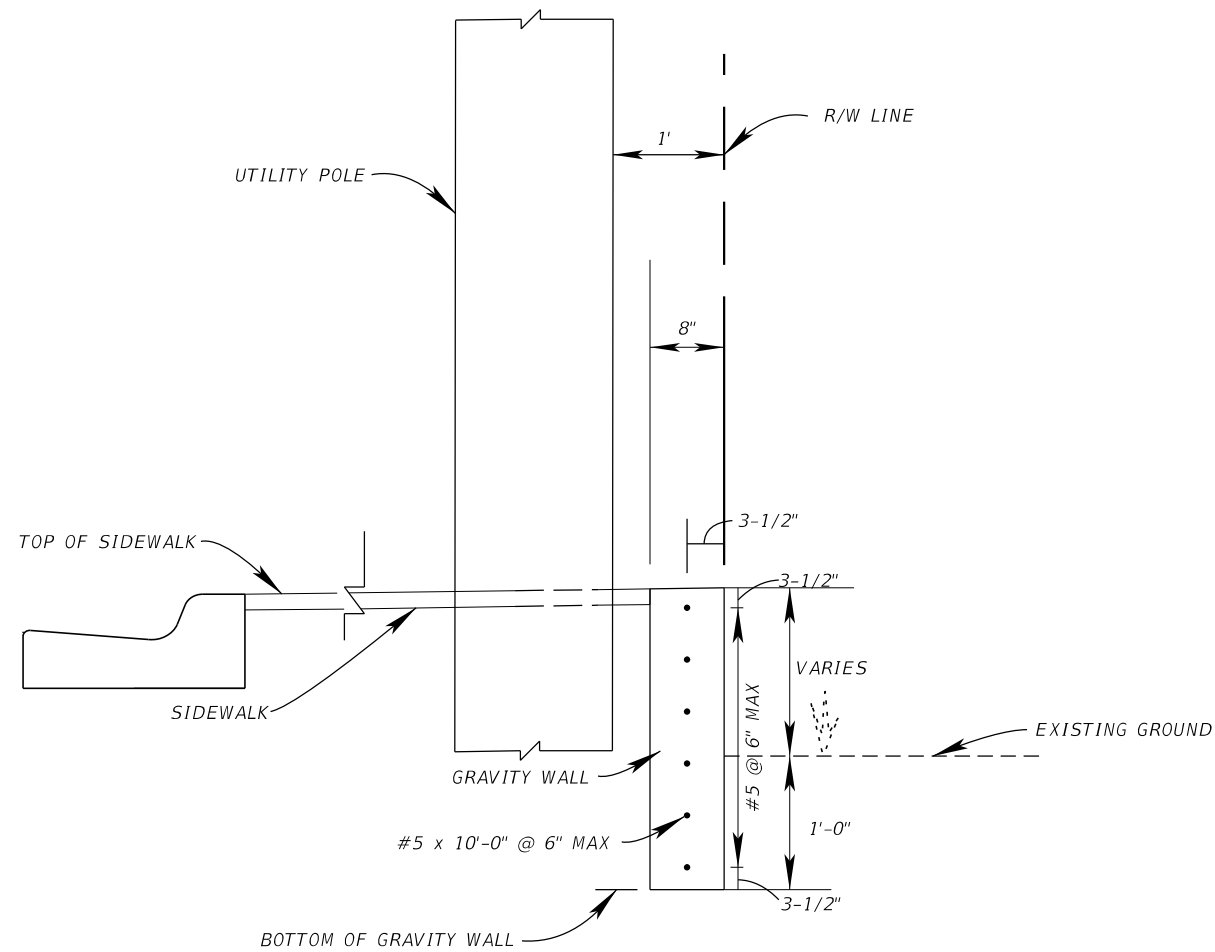
TYPE F CURB & GUTTER
(SEE INDEX 300 FOR ADDITIONAL DIMENSIONS)
(TO BE PAID FOR WITH PAY ITEM 520-1-11)

SPECIAL CURB & GUTTER DETAIL

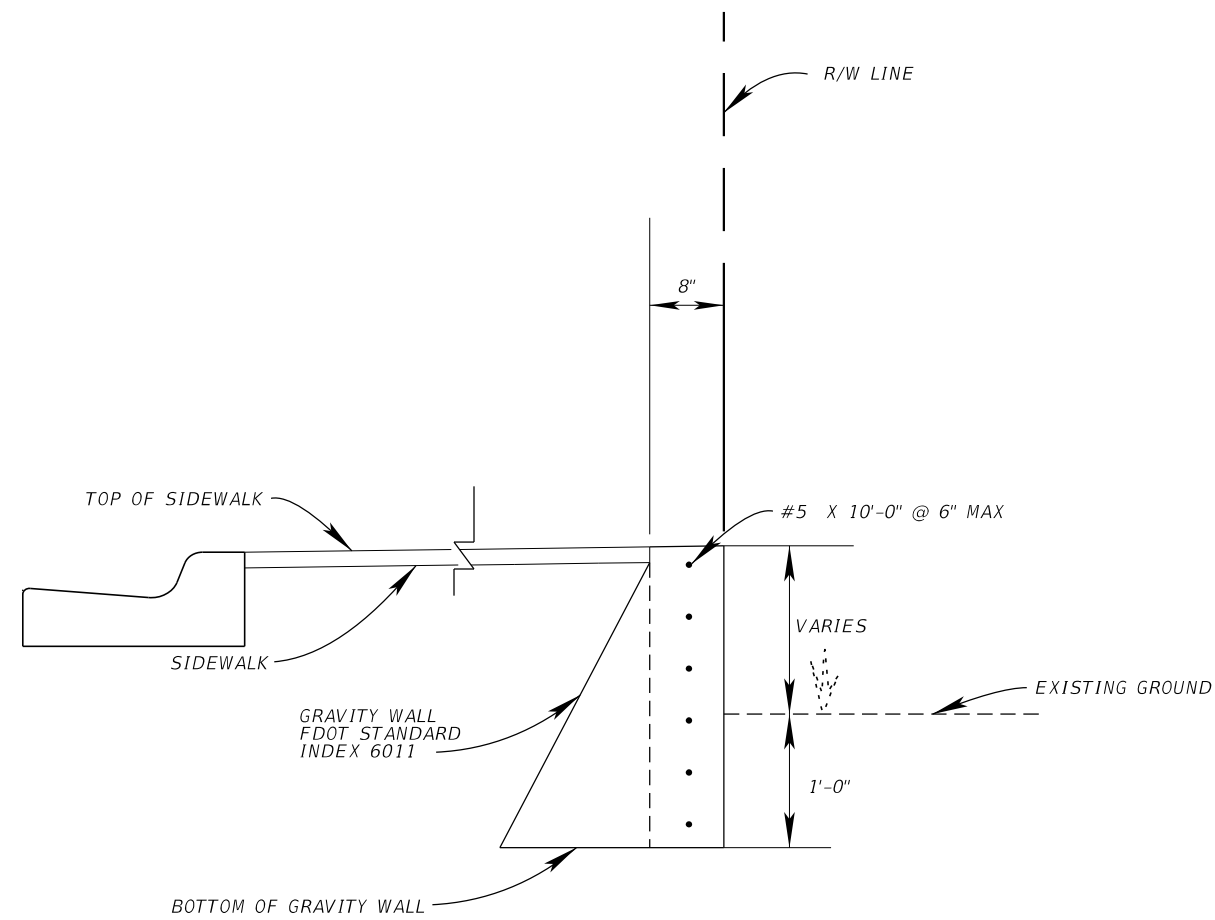
N.T.S.

* BEGIN SPECIAL GUTTER PROFILE (BSPGP), SPECIAL GUTTER PROFILE (SGP),
AND END SPECIAL GUTTER PROFILE (ESGP) AS SHOWN IN PLANS REFER TO
THE PROPOSED ELEVATION AT THE C&G'S GUTTER LINE. CURB HEIGHT TO BE
ADJUSTED IN ORDER TO ACHIEVE THE PROPOSED ELEVATION. COST TO BE
INCLUDED IN PAY ITEM 520-1-10.

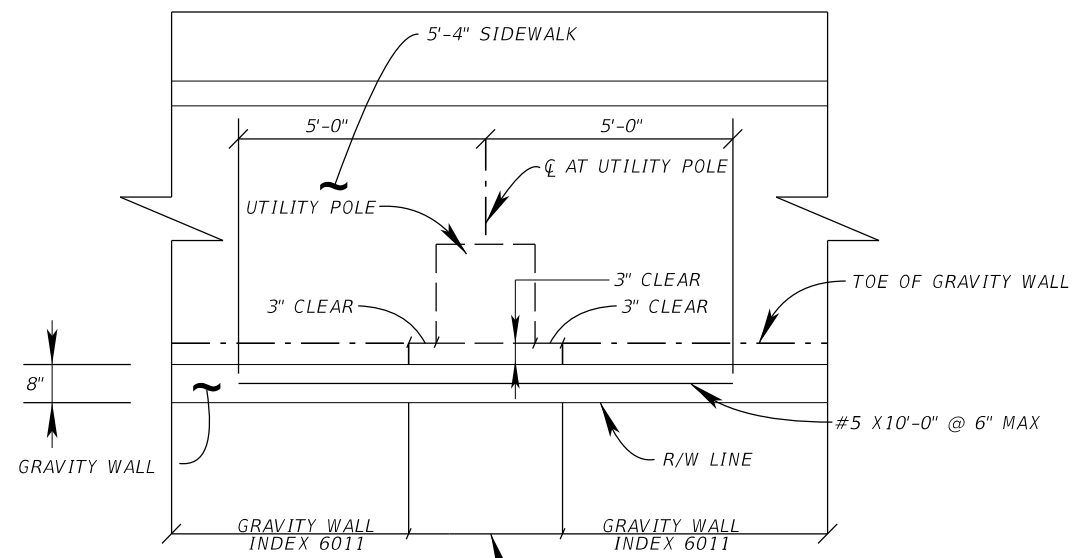
REVISIONS				<div> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div> TOWN OF MEDLEY</div>	MISCELLANEOUS DETAILS		SHEET NO. 12
DATE	DESCRIPTION	DATE	DESCRIPTION					



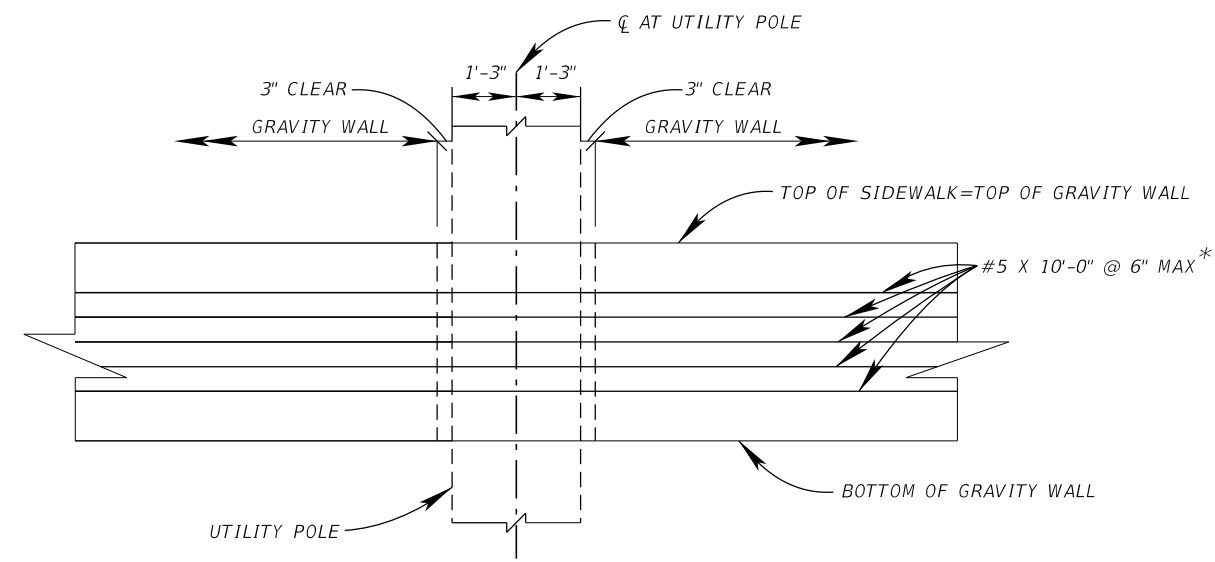
SECTION AT POLE
N.T.S



SECTION AT GRAVITY WALL
N.T.S





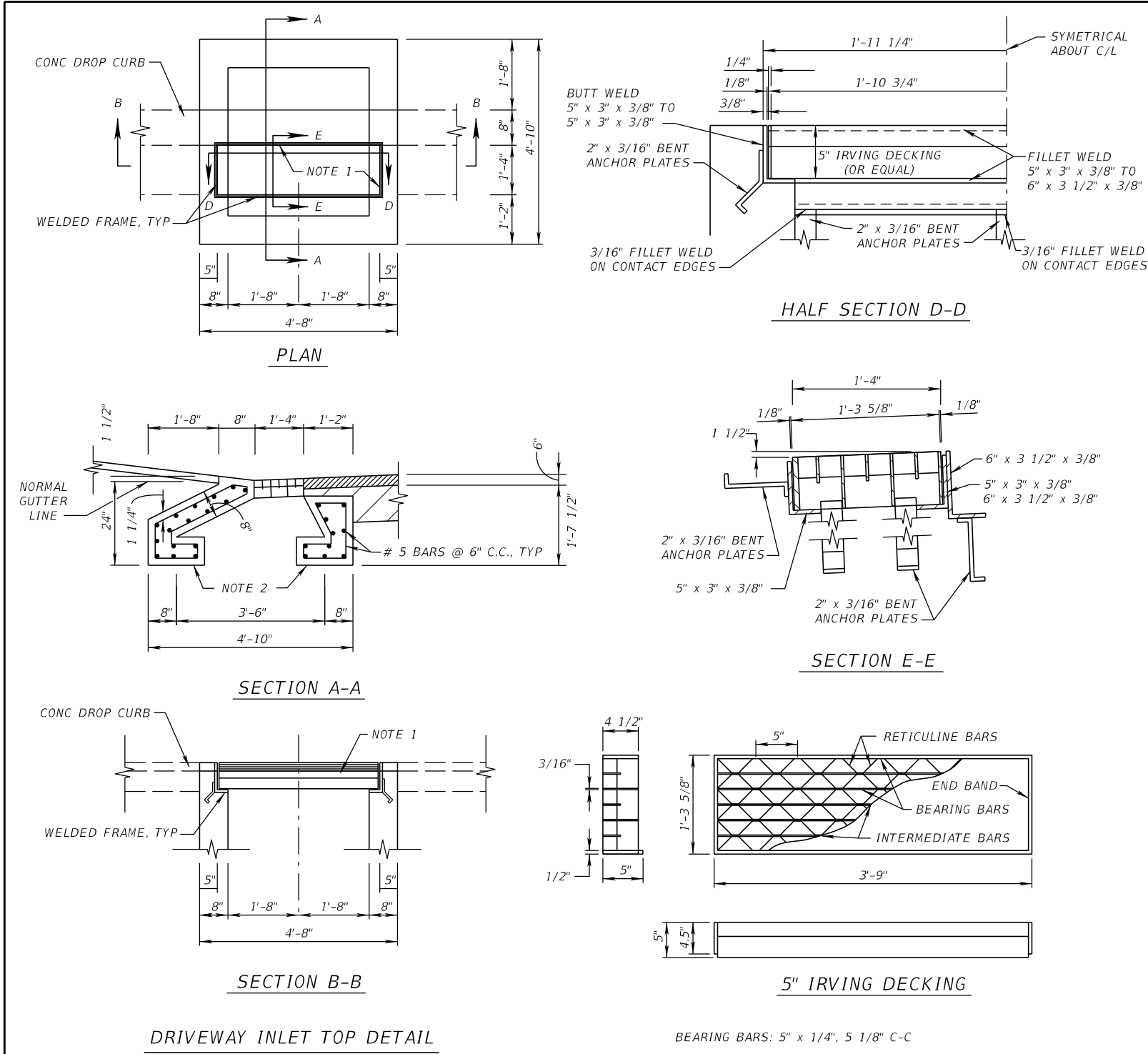
PLAN VIEW
N.T.S



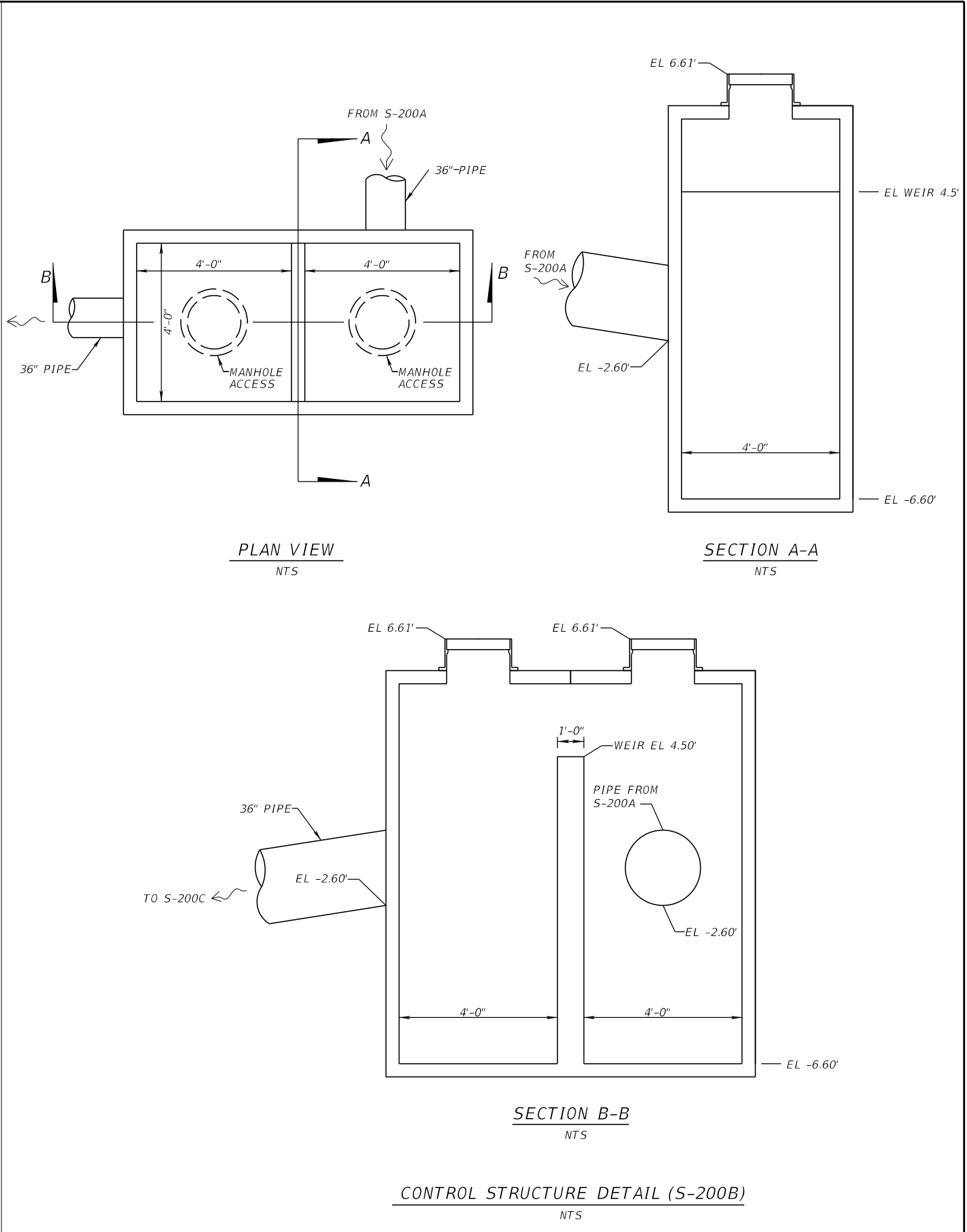
* HORIZONTAL REINFORCEMENT TO EXTEND 5' ON EACH SIDE OF THE UTILITY POLE

ELEVATION
N.T.S

REVISIONS				 Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228	 TOWN OF MEDLEY	MISCELLANEOUS DETAILS		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
								12A



- NOTES:
1. 5" THICK IRVING DECKING OR EQUIVALENT. COST TO BE INCLUDED IN THE COST OF THE DRAINAGE STRUCTURE. ANY GRATING OR DECKING THAT IS CAPABLE OF SUPPORTING H-20 LOADS MAY BE SUBSTITUTED FOR THE IRVING DECKING AS LONG AS THE NET AREA OPENING IS NOT REDUCED, AND THE MAXIMUM DISTANCE (MEASURED PERPENDICULAR) BETWEEN BARS DOES NOT EXCEED 3".
 2. THE CORNER FILLETS SHOWN ARE NECESSARY ONLY WHEN TOPS ARE USED IN CONJUNCTION WITH ROUND OR SKEWED RECTANGULAR STRUCTURE BOTTOMS.
 3. THIS TYPE OF INLET TOP SHALL BE USED WHENEVER PROPOSED INLET FALLS WITHIN A DRIVEWAY LOCATION WITH A DROP CURB SECTION.
 4. FOR ADDITIONAL INFORMATION AND STRUCTURE BOTTOM DESIGN, SEE INDEX 200.



REVISIONS				<div>Kimley»Horn</div> <div>Certificate Of Authorization No. 696 Derrick C. Lewis, P.E. P.E. License No. 62965 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div></div> <div>TOWN OF MEDLEY</div>	DRAINAGE DETAILS	SHEET NO.		
DATE	DESCRIPTION	DATE	DESCRIPTION						
							MIAMI-DADE	SW-0103	13

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM AND CROSS DRAIN OPTIONAL MATERIAL					FRENCH DRAIN	CURB INLETS										JUNCTION	MANHOLES					DBI		DRIVEWAY INLETS	REMARKS	
						ROUND						P-5	P-5	J-5	P-6		P-6	J-6	J-6	P-9			P-7	J-8			P-8		C			C MOD.
						12"	18"	24"	36"	48"	24"	<10'	>10'	PARTIAL	>10'	<10'	>10'	PARTIAL	<10'	>10'	<10'	>10'	PARTIAL	<10'	>10'	PARTIAL	<10'	>10'	<10'	<10'		
P	S-01	6+75.00	RT	INLET, PIPE	1	122																				1						
F		Ⓜ NW 89TH AVE																														
P	S-02	7+25.00	LT	INLET, PIPE	1	72																				1						
F																																
P	S-03	9+00.00	RT	INLET, PIPE	1	97																				1						
F																																
P	S-04	9+80.00	LT	INLET, PIPE	1	4																				1						
F																																
P	S-05	11+00.00	RT	INLET, PIPE	1	11																				1						
F																																
P	S-06	11+00.00	LT	INLET, PIPE	1	19																				1						
F																																
P	S-07	14+40.00	LT	INLET, PIPE	1	6																				1						
F																																
P	S-08	18+46.00	LT	INLET, PIPE	1	6																				1						
F																																
P	S-09	21+25.00	RT	INLET, PIPE	1	73																					1					
F																																
P	S-10	22+50.0	RT	INLET, PIPE	1		48																				1					
F																																
P	S-11	23+50.00	RT	INLET, PIPE	1	27																					1					
F																																
P	S-12	24+50.00	RT	INLET, PIPE	1	98																					1					
F																																
P	S-20	12+45.00	RT	INLET, PIPE	1	133																					1					
F		Ⓜ NW 89TH AVE																														
P	S-21	13+80.00	RT	INLET, PIPE	1	46																					1					
F		Ⓜ NW 89TH AVE																														
P	S-30	13+75.00	LT	INLET, PIPE	1	12																					1					
F		Ⓜ NW 95TH ST																														
P	S-31	13+75.00	RT	INLET, PIPE	1	12																					1					
F		Ⓜ NW 95TH ST																														
P	S-100	5+72.50	LT	INLET, PIPE	1		26														1											
F																																
P	S-101	5+72.50	LT	INLET, PIPE	1		14														1											
F																																
P	S-102	5+72.50	RT	MANHOLE, PIPE	1			45																			1					ALT A
F																																
P	S-102A	6+20.00	RT	MANHOLE, FD	1						177																1					ALT A
F																															W/ SKIMMER TYPE I (AH)	
P	S-102B	8+00.00	LT	INLET, PIPE	1		12																						1			
F																																
P	S-102C	8+00.00	RT	MANHOLE, FD	1						66																1					W/ SKIMMER TYPE I (2)
F																																
P	S-103	8+00.00	RT	INLET, PIPE	1		7						1																			CONFLICT STRUCTURE C-1-P ONLY
F																															J-BOTTOM (3.5' X 9.0')	
P	S-103A	8+70.00	RT	MANHOLE, PIPE	1			21																			1					W/ SKIMMER TYPE I (AH)
F																															ALT A	
P	S-103B	8+95.00	RT	MANHOLE, FD	1						81																1					W/ SKIMMER TYPE I (AH)
F																															ALT A	
P	S-104	9+80.00	LT	INLET, PIPE	1		12						1																			
F																																
P	S-104C	11+00.00	RT	MANHOLE, FD	1						45																1					W/ SKIMMER TYPE I (2)
F																															J-BOTTOM (5.0' DIA)	
SHEET TOTALS				PLAN QUANTITY:		738	119	66			369				1	1					2					1		3	2	10	6	1
				FINAL QUANTITY:																												

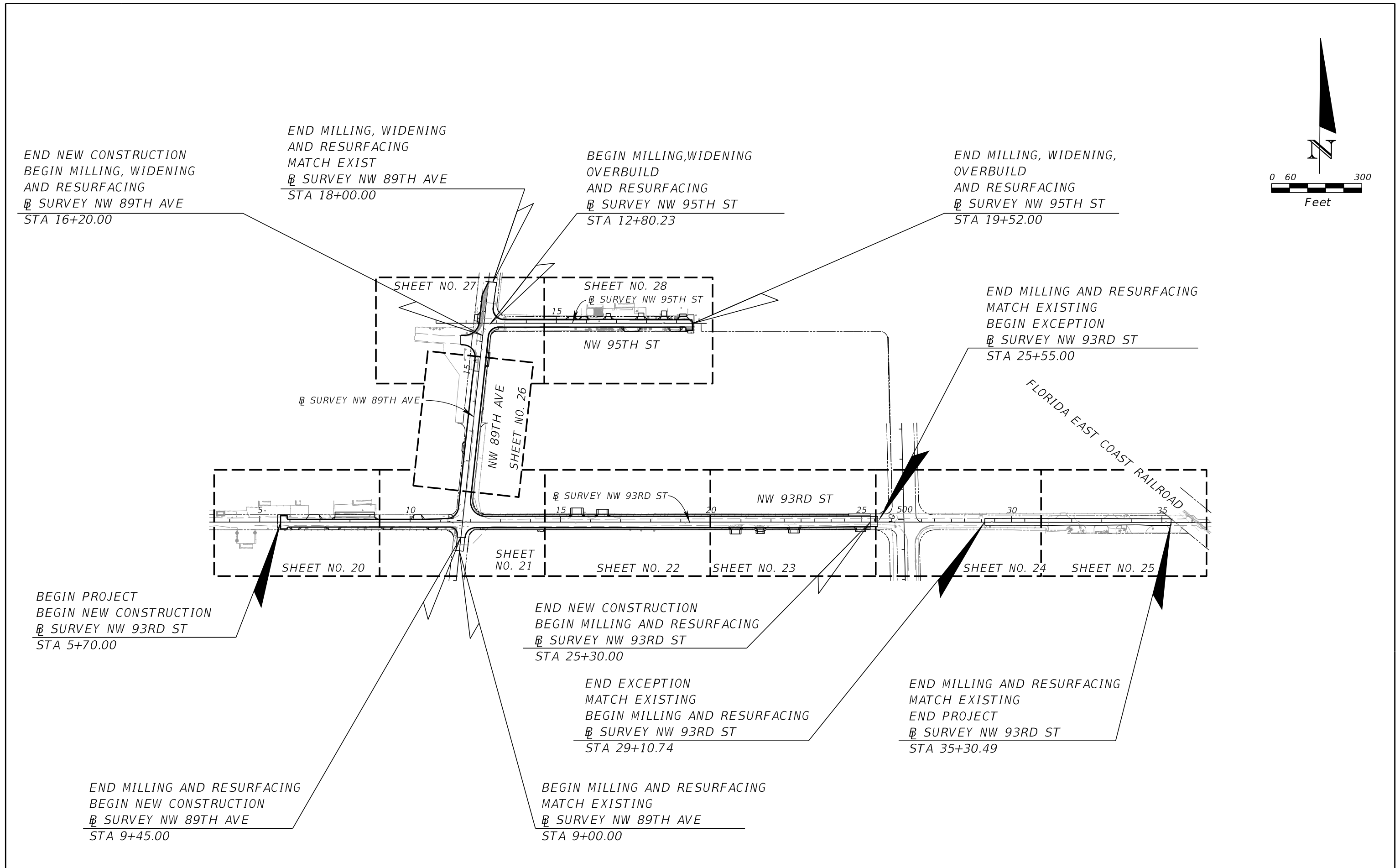
REVISIONS				<div>Kimley»Horn</div> <div>Certificate Of Authorization No. 696 Derrick C. Lewis, P.E. P.E. License No. 62965 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div><div><div></div><div></div><div></div></div></div> <div>TOWN OF MEDLEY</div>	SUMMARY OF DRAINAGE STRUCTURES		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			COUNTY	OCP No	
						MIAMI-DADE	SW-0103	

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM AND CROSS DRAIN OPTIONAL MATERIAL					FRENCH DRAIN	CURB INLETS										JUNCTION	MANHOLES					DBI		DRIVEWAY INLETS	REMARKS			
						ROUND						24"	P-5	P-5	J-5	P-6	P-6	J-6	J-6	P-9	P-7		J-8			P-8		C	C MOD.					
						12"	18"	24"	36"	48"	<10'		>10'	PARTIAL	>10'	<10'	>10'	PARTIAL	<10'	>10'	<10'	>10'	PARTIAL	<10'	>10'	PARTIAL	<10'	>10'	<10'	<10'				
P	S-105	9+80.00	RT	INLET, PIPE	1		6											1														CONFLICT STRUCTURE C-I-P ONLY		
F																																J-BOTTOM (3.5' X 6.0')		
P	S-105A	9+80.00	RT	MANHOLE, FD	1						115											1										W/ SKIMMER TYPE I		
F																																J-BOTTOM (5.0' DIA)		
P	S-105B	11+50.00	RT	MANHOLE, PIPE	1			18															1									W/ SKIMMER TYPE I		
F																																ALT A		
P	S-105C	11+50.00	LT	MANHOLE, PIPE	1			39															1									ALT A		
F																																		
P	S-106	11+94.55	LT	MANHOLE, PIPE	1				41														1											
F																																		
P	S-107	12+76.08	RT	INLET, PIPE	1		27								1																			
F																																		
P	S-108	12+76.08	LT	INLET, PIPE	1			3						1																				
F																																		
P	S-108A	12+76.08	LT	MANHOLE, FD, PIPE	1			27			132												1										W/ SKIMMER TYPE I (AH)	
F																																	J-BOTTOM (5.0' DIA)	
P	S-109	14+40.00	LT	INLET, PIPE	1		3					1																						
F																																		
P	S-110	14+40.00	RT	INLET, PIPE	1		27							1																			CONFLICT STRUCTURE C-I-P ONLY	
F																																	J-BOTTOM (3.5' X 9.0')	
P	S-110A	14+40.00	LT	MANHOLE, FD	1						241												1										W/ SKIMMER TYPE I (2)	
F																																	J-BOTTOM (5.0' DIA)	
P	S-111	16+85.00	LT	MANHOLE, PIPE	1			31																1									ALT A	
F																																		
P	S-111A	17+20.00	LT	MANHOLE, FD	1						122													1									ALT A	
F																																		
P	S-112A	18+46.00	LT	MANHOLE, FD	1						200												1										W/ SKIMMER TYPE I(2)	
F																																	J-BOTTOM (5.0' DIA)	
P	S-113	18+46.00	RT	INLET, PIPE	1		26										1																CONFLICT STRUCTURE C-I-P ONLY	
F																																	J-BOTTOM (3.5' X 6.0')	
P	S-114	18+46.00	LT	INLET, PIPE	1		3							1																				
F																																		
P	S-115	22+00.00	RT	INLET, PIPE	1		117					1																						
F																																		
P	S-115A	20+50.00	LT	MANHOLE, FD	1						148													1									ALT A	
F																																		
P	S-115B	22+00.00	LT	MANHOLE, PIPE	1		28																	1									W/ SKIMMER TYPE I	
F																																	ALT A	
P	S-116	23+20.00	RT	INLET	1		68					1																					J-BOTTOM (3.5' X 7.0)	
F																																		
P	S-117	23+74.27	LT	INLET										1																				
F																																		
P	S-118	23+74.27	RT	JUNCTION BOX																		1												
F																																		
P	S-119	24+65.86	LT	INLET												1																		
F																																		
P	S-120	24+65.86	RT	INLET												1																		
F																																		
P	S-200	11+34.00	RT	INLET												1																		
F		@ NW 89TH AVE																																
P	S-200A	9+67.25	RT	MANHOLE, PIPE	1				53															1									J-BOTTOM (5.0' DIA)	
F		@ NW 89TH AVE																																
P	S-200B	9+10.00	RT	MANHOLE, PIPE	1				20															1									J-BOTTOM (9.0' X 4.0')	
F		@ NW 89TH AVE																															SPECIAL MANHOLE WITH WEIR	
SHEET TOTALS				PLAN QUANTITY:			305	118	114		958	3		1	1	2	1	3	2				1		6	1	3	3						
				FINAL QUANTITY:																														

REVISIONS				<div> Certificate Of Authorization No. 696 Derrick C. Lewis, P.E. P.E. License No. 62965 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>		TOWN OF MEDLEY		SUMMARY OF DRAINAGE STRUCTURES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
						COUNTY	OCP No		
						MIAMI-DADE	SW-0103		15

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM AND CROSS DRAIN OPTIONAL MATERIAL					FRENCH DRAIN	CURB INLETS										JUNCTION	MANHOLES					DBI		DRIVEWAY INLETS	REMARKS			
						ROUND						P-5	P-5	J-5	P-6	P-6	J-6	J-6	P-9	P-7	J-8			P-8	C	C MOD.								
						12"	18"	24"	36"	48"		24"	<10'	>10'	PARTIAL	>10'	<10'	>10'	PARTIAL	<10'	>10'	<10'	>10'	PARTIAL	<10'	>10'	PARTIAL	<10'	>10'	<10'		<10'		
P	S-200C	9+10.00	LT	MANHOLE, PIPE	1					8																							CONST. CONCRETE JACKET (2)	
F		Ø NW 89TH AVE																															J-BOTTOM (7.0' DIA)	
P	S-201	11+34.00	LT	INLET, PIPE	1		35								1																			
F		Ø NW 89TH AVE																																
P	S-201A	12+70.00	LT	MANHOLE																					1									
F		Ø NW 89TH AVE																																
P	S-201B	12+70.00	RT	MANHOLE																						1								
F		Ø NW 89TH AVE																																
P	S-202	14+28.05	RT	INLET, PIPE	1		25						1																					
F		Ø NW 89TH AVE																																
P	S-203	14+28.05	LT	INLET, PIPE	1		5						1																					
F		Ø NW 89TH AVE																																
P	S-203A	14+28.05	LT	MANHOLE																						1								
F		Ø NW 89TH AVE																																
P	S-204	15+34.55	LT	INLET											1																			
F		Ø NW 89TH AVE																																
P	S-205	16+17.50	RT	INLET, PIPE	1		186						1																					
F		Ø NW 89TH AVE																																
P	S-206	16+74.81	LT	JUNCTION BOX																					1									
F		Ø NW 89TH AVE																																
P	S-207	17+31.01	LT	INLET, PIPE	1		12								1																			CONST. CONCRETE JACKET
F		Ø NW 89TH AVE																																
P	S-209	17+85.00	LT	MANHOLE, PIPE	1			8																				1						SPECIAL MANHOLE W/ SLUICE GATE
F		Ø NW 89TH AVE																																CONST. CONCRETE JACKET (2)
P	EX. S-300	13+29.30	LT	JUNCTION BOX	1																				1									CORE DRILL EXIST. STRUCTURE
F		Ø NW 95TH ST																																
P	S-300	13+90.00	LT	INLET, PIPE	1			57												1														J-BOTTOM (3.5' X 9.0')
F		Ø NW 95TH ST																																
P	S-300A	15+20.00	LT	INLET, PIPE	1			127					1																					
F		Ø NW 95TH ST																																
P	S-301	13+90.00	RT	INLET, PIPE	1		23													1														J-BOTTOM (3.5' X 9.0')
F		Ø NW 95TH ST																																CONFLICT STRUCTURE C-I-P ONLY
P	S-301A	15+20.00	RT	INLET, PIPE	1		23								1																			J-BOTTOM (3.5' X 6.0')
F		Ø NW 95TH ST																																CONFLICT STRUCTURE C-I-P ONLY
P	S-302	16+50.00	LT	MANHOLE. PIPE	1			127																		1								J-BOTTOM (5.0' DIA)
F		Ø NW 95TH ST																																
P	S-302A	16+50.00	RT	INLET, PIPE	1		27						1																					
F		Ø NW 95TH ST																																
P	S-303	18+90.00	LT	INLET, PIPE	1		236																						1					W/ PAVT
F		Ø NW 95TH ST																																ALT A
P	S-304	19+49.80	LT	INLET, PIPE	1		58																								1			
F		Ø NW 95TH ST																																ALT A
P	S-305	19+50.00	RT	INLET, PIPE	1		31																											
F		Ø NW 95TH ST																																
SHEET TOTALS				PLAN QUANTITY:			661	319		8		2	3	2	1	1				2		1	2		2	3		1	1		1			
				FINAL QUANTITY:																														
GRAND TOTALS				PLAN QUANTITY:	738	1085	503	114	8	1327		5	3	3	3	4	1	3	2	2	2	1	3		9	4	6	6	11	6	2			
				FINAL QUANTITY:																														

REVISIONS				<div>Kimley»Horn</div> <div>Certificate Of Authorization No. 696 Derrick C. Lewis, P.E. P.E. License No. 62965 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div><div></div><div>TOWN OF MEDLEY</div></div>	<div>SUMMARY OF DRAINAGE STRUCTURES</div>		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
								16



REVISIONS				<div>KimleyHorn</div> <div>Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div>Seal</div> <div>TOWN OF MEDLEY</div> <div>COUNTY</div> <div>MIAMI-DADE</div> <div>OCP No</div> <div>SW-0103</div>	PROJECT LAYOUT	SHEET NO. 17
DATE	DESCRIPTION	DATE	DESCRIPTION				

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1. REFER TO THE "TOPOGRAPHIC SURVEY" SHEETS FOR HORIZONTAL AND VERTICAL DATUM'S USED ON THIS PROJECT.

2. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS: CORNERS AND MONUMENTS IN CONFLICT WITH THE WORK AND IN DANGER OF BEING DAMAGED, DESTROYED, OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED-LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THE SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR TO REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK, ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.

3. ALL GRADES SHOWN IN PLAN ARE FINISHED GRADES.

4. THE CONTRACTOR SHALL PAINT ALL STATIONS WITH STENCILED NUMBERS ON THE FACE OF CURB:

A. AT NEW CURB NOT LATER THAN 72 HOURS AFTER BEING POURED.

B. WHERE CURB DOES NOT EXIST AND SHALL NOT BE CONSTRUCTED, THE CONTRACTOR SHALL MAINTAIN STATIONING WITH SURVEYING STAKES. CONTRACTOR SHALL MAINTAIN THE STATION MARKS VISIBLE UNTIL FINAL INSPECTION.

5. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF MEDLEY PUBLIC WORKS DEPARTMENT, AND ANY OTHER STATE OR LOCAL AGENCY WITH JURISDICTION. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

6. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE EPA AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).

7. THE LOCATION AND SIZE OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON AVAILABLE INFORMATION PROVIDED BY UTILITY OWNERS AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY PRE-TRENCHING IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ENGINEER AND THE OWNER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

8. DIMENSION AND GRADING OF THE SITE ARE BASED UPON AVAILABLE INFORMATION AT THE TIME OF LAYOUT. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ENGINEER PRIOR TO STARTING CONSTRUCTION.

9. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL AT 811 AT LEAST TWO FULL WORKING DAYS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.

10. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD AND UNDERGROUND UTILITIES.

11. KNOWN UTILITY COMPANIES IN THE PROJECT LIMITS INCLUDE, BUT ARE NOT LIMITED TO:

COMPANY

COMCAST CABLE

CITY OF HIALEAH GARDENS WATER & SEWER

FLORIDA CITY GAS

MIAMI-DADE COUNTY PUBLIC WORKS

FLORIDA POWER LIGHT

LEVEL 3 COMMUNICATIONS

MIAMI-DADE COUNTY WATER & SEWER

AT&T DISTRIBUTION

TOWN OF MEDLEY UTILITIES DEPARTMENT

CONTACT

LEONARD MAXWELL

FRANK DELGADO

ROLANDO RUIZ

OCTAVIO VIDAL

FRANCISCO CANTERO

KELLI WHITEHEAD

SERGIO GARCIA

STEVE LOW

JORGE SOTO

TELEPHONE

954-447-8405

305-822-3017, X26

305-691-8710

305-412-0891, X201

305-442-5333

877-366-8344, X2

786-268-5320

305-222-8745

305-889-1915

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

13. EXISTING UTILITIES, INCLUDING OVERHEAD ELECTRICAL, OVERHEAD TELEPHONE, OVERHEAD TV, POWER POLES, LIGHTPOLE, FIRE HYDRANTS, WATER LINES, WATER VALVES, GAS MAINS, GAS VALVES, SANITARY LINES, MANHOLES, PULL BOXES, ETC. THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS ARE TO BE RELOCATED OR ADJUSTED BY OTHERS AS DIRECTED BY THE ENGINEER, UNLESS OTHERWISE NOTED IN PLANS.

14. IF THE CONTRACTOR IS REQUIRED TO SUPPORT EXISTING UTILITIES, COST SHALL BE INCLUDED IN THE ASSOCIATED PAY-ITEM FOR THE WORK BEING DONE.

15. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

16. CLEARING AND GRUBBING, GRADING AND OTHER INCIDENTAL WORK NECESSARY FOR HARMONIZATION OUTSIDE R/W SHALL BE INCLUDED IN RELATED BID ITEMS.

17. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE-SODDED. COST TO BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

18. THE CONTRACTOR SHOULD TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, PUBLIC OR PRIVATE INCLUDING ADJACENT UTILITIES DURING THE EXCAVATION OF SUBSOIL MATERIAL AND EXFILTRATION TRENCH, OR FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION, SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

19. IF SHEETING, SHORING, OR DEWATERING, INCLUDING WELL POINTS ARE NECESSARY, THE CONTRACTOR MUST MONITOR AND CONTROL ALL WORK THAT MAY CAUSE CRACKING TO ANY ADJACENT BUILDING, STRUCTURE, OR PROPERTY AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY THESE OPERATIONS. COST OF SHEETING, MONITORING, SHORING, OR DEWATERING SHALL BE INCLUDED IN THE RELATED BID ITEM FOR THE WORK BEING DONE.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE DEWATERING PERMIT, IF HE DEEMS IT NECESSARY. COST OF THE PERMIT, ACTIVITIES, AND TIME TO PROCURE THE PERMIT SHALL BE INCLUDED IN THE RELATED BID ITEM FOR THE WORK BEING DONE.

21. THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION AND DESIGNATED STAGING AREA. CONTRACTOR TO COORDINATE WITH THE TOWN OF MEDLEY FOR POSSIBLE LOCATIONS.

22. THE CONTRACTOR SHALL FIELD VERIFY UTILITY LOCATIONS, DIMENSIONS, AND ELEVATIONS AND SUBMIT THIS INFORMATION WITH THE SHOP DRAWINGS FOR DRAINAGE STRUCTURES PRIOR TO FABRICATION.

23. EXPLORATORY OR PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES, STRUCTURES, FRENCH DRAINS, CONDUITS, POLE FOUNDATIONS AND/OR SUB-GRADE SHALL BE PERFORMED SEVEN DAYS IN ADVANCE OF ITS CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE TOWN ENGINEER WITH IMMEDIATE NOTIFICATION OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. THIS NOTIFICATION SHALL PROVIDE SURVEY INFORMATION ABOUT EXISTING UTILITY ALIGNMENT, GRADE AND POSSIBLE CONFLICTS. PAYMENT FOR EXPLORATORY OR PRE-TRENCHING, SURVEY AND BACKFILLING SHALL BE INCLUDED IN THE COST OF THE RELATED BID ITEM FOR THE WORK BEING DONE.

24. IF ADDITIONAL GEOTECHNICAL INFORMATION IS NECESSARY TO DETERMINE THE CONDITION OF THE EXISTING MATERIAL AT THE JOB SITE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING THE GEOTECHNICAL EXPLORATION AT NO ADDITIONAL COST TO THE OWNER.

25. ALL TRENCH EXCAVATIONS SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE TRENCH SAFETY ACT.

26. ALL EXCESS MATERIAL, AS DESIGNATED BY THE ENGINEER, IS TO BE DISPOSED BY THE CONTRACTOR IN AREAS PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA AND AT THE CONTRACTOR'S EXPENSE.

27. ALL DISPOSAL OF MATERIALS, RUBBISH, AND DEBRIS SHALL BE MADE AT A LEGAL DISPOSAL SITE OR BY OTHER PRIOR APPROVED MANNER. MATERIAL CLEARED FROM THE SITE AND DEPOSITED ON ADJACENT OR NEARBY PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF SATISFACTORILY.

28. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, AND THE CONTRACTOR SHALL TREAT/DISPOSE OF SUCH MATERIAL APPROPRIATELY. THE CONTRACTOR SHALL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE PERMIT REQUIREMENTS FOR TREATMENT/DISPOSAL OF ANY SUCH MATERIAL. COST TO BE INCLUDED IN COST OF ASSOCIATED PAY-ITEM.

29. EXISTING ABOVE GROUND FEATURES ARE SHOWN ACCORDING TO THE AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.

30. ELEVATIONS FOR CURB INLETS ARE GIVEN AT THE EDGE OF PAVEMENT.

31. CONTRACTOR TO PROVIDE TEMPORARY FENCING AT ALL TIMES IN AREAS WHERE NEW FENCE IS BEING PROPOSED OR EXISTING FENCE IS BEING IMPACTED BY CONSTRUCTION. COST TO BE INCLUDED IN THE PAY 102-1 MAINTENANCE OF TRAFFIC.

32. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES AND UTILITIES, WHICH MAY NOT BE SHOWN ON PLANS. ANY STRUCTURE, PAVEMENT, TREES OR OTHER EXISTING IMPROVEMENT NOT SPECIFIED FOR REMOVAL (OR RELOCATION) WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, AS DETERMINED BY THE ENGINEER, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

33. CONTRACTOR TO RELOCATE TREES AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL AVOID DAMAGE TO ANY EXISTING TREES TO REMAIN. EXISTING TREES SHALL BE REMOVED ONLY IF REQUIRED FOR CONSTRUCTION (OR IF CALLED FOR RELOCATION IN THE PLANS). THOSE TREES NOT INTERFERING WITH CONSTRUCTION SHALL BE PROTECTED IN PLACE. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE PAY ITEM 580-1-2.

34. THE CONTRACTOR IS ADVISED THAT A TREE PERMIT MAY BE REQUIRED FOR TREE REMOVAL. CONTRACTOR SHALL NOTIFY THE MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER) AND THE TOWN OF MEDLEY PRIOR TO REMOVING ANY TREES. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE PAY ITEM 580-1-2.

35. THE CONTRACTOR SHALL USE A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK. COST TO BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

36. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. DURING THE CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. ALL LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE. COST TO BE INCLUDED IN PAY ITEMS 425-74-2, 430-94-1, 430-94-2, AND 430-94-3.

37. PRIOR TO CONSTRUCTION THE CONTRACTOR WILL INSPECT ALL EXISTING STRUCTURES WHICH ARE TO REMAIN AND NOTIFY THE ENGINEER OF ANY OBVIOUS STRUCTURAL DEFICIENCIES. RELATED COST TO BE INCLUDED IN PAY ITEM FOR CLEARING AND GRUBBING.

38. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ALL TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH SPECIFICATIONS OUTLINED IN THE PUBLIC WORKS DEPARTMENT MANUAL, THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, THE FDOT DESIGN STANDARDS, AND THE LATEST REVISIONS OF THE AFORE MENTIONED MANUALS. COST TO BE INCLUDED IN PAY ITEM 102-1.

39. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN FOR APPROVAL BY THE ENGINEER AND THE TOWN OF MEDLEY POLICE DEPARTMENT. COST TO BE INCLUDED IN THE PAY ITEM 102-1.

40. WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH THE EXISTING PAVEMENT.

41. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN IN PLANS.

42. COMPLETE AS-BUILT INFORMATION RELATIVE TO LOCATION AND DEPTH OF PIPES, MANHOLES, ETC. SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL ELEVATIONS SHALL BE TAKEN BY A FLORIDA REGISTERED SURVEYOR AND SHOWN ON THE RECORD DRAWINGS.

43. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

44. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING RAILROAD LIABILITY INSURANCE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION UPON WORKING AT OR NEAR RAILROAD RIGHT-OF-WAY.

45. IF THE EXISTING RAILROAD CROSSING IS TO BE REHABILITATED BY THE RAILROAD COMPANY SOMETIME DURING THE DURATION OF THIS PROJECT, THE CONTRACTOR IS TO COORDINATE HIS WORK SCHEDULE WITH THE RAILROAD COMPANY'S WORK SCHEDULE IN THE VICINITY OF THE CROSSING. COST OF ADDITIONAL MOBILIZATIONS IS INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

46. INVERTS AND LOCATIONS FOR EXISTING DRAINAGE STRUCTURES ARE SHOWN TO THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL FIELD VERIFY THIS INFORMATION BY PRE-TRENCHING PRIOR TO SUBMITTING SHOP DRAWINGS FOR THE DRAINAGE STRUCTURES. COST OF PRE-TRENCHING TO BE INCLUDED IN THE COST OF THE DRAINAGE STRUCTURE.

47. IF EVIDENCE OF POTENTIAL CONTAMINATION IS DETECTED DURING EXCAVATION, STOP EXCAVATION WORK AND NOTIFY THE TOWN OF MEDLEY AND THE ENGINEER. EVIDENCE OF POTENTIAL CONTAMINATION MAY INCLUDE ANY OF THE FOLLOWING:

1. ODOR

2. SOLID WASTE DEBRIS

3. SHEEN ON THE GROUNDWATER

4. STAINED OR SATURATED SOIL (SOIL THAT CONTAINS PRODUCT THAT DRAINS WHEN IT IS HANDLED OR CREATES STREAKS ON EXCAVATION TOOLS)

5. FREE FLOATING PRODUCT ON THE GROUNDWATER (OIL, DIESEL, GASOLINE, ETC.).

MATERIAL THAT HAS ODOR, IS STAINED OR IS SATURATED MUST BE SEGREGATED ON AN IMPERMEABLE SURFACE FOR APPROPRIATE FUTURE DISPOSAL.
- | REVISIONS | | | | <div><div><div><div>Kimley»Horn</div><div>Certificate Of Authorization No. 696</div><div>Leonte I. Almonte, P.E.</div><div>P.E. License No. 70822</div><div>1221 Brickell Avenue – Suite 400</div><div>Miami, Florida 33131-3228</div></div></div></div> | <div><div><div><div>Seal of the Town of Medley</div><div>TOWN OF MEDLEY</div></div></div></div> | <div><div>COUNTY</div><div>OCP No</div></div> | | <div><div>GENERAL NOTES</div><div>18</div></div> | |
|-----------|-------------|------|-------------|--|---|---|--|--|--|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | | MIAMI-DADE | | | |
| | | | | | | SW-0103 | | | |
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48. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED COMPLETE UNTIL FINAL ACCEPTANCE BY THE TOWN AND UNTIL FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BT THE TOWN ENGINEER:

EASEMENTS, IF REQUIRED

CONTRACTOR'S WAIVER AND RELEASE OF LEIN

ABSOLUTE BILL OF SALE

A CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT)

TWO 11" X 17" "AS-BUILT" DRAWINGS SHOWING SPECIFIC LOCATIONS, DEPTHS, ETC., OF ALL FACILITIES AS LOCATED BY A LICENSED SURVEYOR, WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR AND ENDORSED BY THE CONTRACTOR. IN ADDITION, THE CONTRACTOR MUST PROVIDE AN ELECTRONIC COPY OF THE "AS-BUILT" DRAWINGS IN CAD (.DWG) FORMAT WITH ALL FACILITIES LOCATED IN THE FLORIDA EAST FIPS 0901 STATE PLANE COORDINATE SYSTEM (NAD83) AND AN ELECTRONIC COPY IN PDF FORMAT OF THE SIGNED AND SEALED "AS-BUILT" DRAWINGS.

49. THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWING FOR ALL ITEMS USED IN THIS PROJECT.

50. WHEN DISSIMILAR MATERIAL CONNECTIONS ARE MADE, SUCH AS CONCRETE TO METAL, THE DISSIMILAR MATERIAL SHALL BE SEPARATED BY COATING THE CONTACT SURFACE WITH AN APPROVED NON-TOXIC BITUMASTIC MATERIAL. COST TO BE INCLUDED IN RELATED BID ITEM.

51. EXISTING DRAINAGE STRUCTURES AND STORM SEWERS (PIPES, FRENCH DRAINS, AND/OR SLAB COVERED TRENCHES) WITHIN THE LIMITS OF CONSTRUCTION ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED ON PLANS.

52. EXISTING MANHOLES AND INLETS SCHEDULED TO REMAIN SHALL BE THOROUGHLY CLEANED BY REMOVING ALL DEBRIS AND SEDIMENTS, AND THE INTERIOR SHALL BE SEALED WITH AN APPROVED NON-TOXIC BITUMASTIC SEALANT. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE PAY ITEM 425-74-2

53. PRIOR TO CONSTRUCTION THE CONTRACTOR WILL VERIFY INVERT ELEVATIONS OF ALL PIPES WHICH ARE TO REMAIN AND NOTIFY THE ENGINEER OF ANY ELEVATION DEVIATIONS.

54. THERE SHALL BE NO MORE THAN THREE LATERAL DRAINAGE INSTALLATIONS WITHOUT BACKFILLING. BACKFILLING OF LATERAL DRAINAGE SHALL NOT LAG MORE THAN 72 HOURS BEHIND THE START OF EXCAVATION.

55. LOCATION OF STRUCTURES S-117, S-118, S-119, S-120, EX. S-201, EX. S-202, AND EX. S-300 IS TO THE BEST AVAILABLE INFORMATION DERIVED FROM AS-BUILTS AND FIELD MEASUREMENTS. CONTRACTOR TO FIELD VERIFY THE LOCATION OF THESE STRUCTURES. COST TO BE INCLUDED IN THE PAY ITEM 425-11.

56. S-106, S-200, S-201A, S-201B, S-203A, S-204, S-206, S-207 WILL BE CONSTRUCTED WITH PHASE I OF THIS PROJECT. CONTRACTOR TO NOTIFY THE ENGINEER OF ANY DEVIATIONS.

57. CONTRACTOR TO PROTECT EXISTING MAILBOXES. ONCE CONSTRUCTION IS COMPLETED THE MAILBOXES ARE TO BE PLACED AT THEIR ORIGINAL LOCATION. COST TO BE INCLUDED IN THE CONTRACTORS BID.

58. INSTALL TREES WITHIN 24 HOURS OF REMOVAL FROM THEIR ORIGINAL LOCATION TO LOCATIONS PROVIDED BY THE ENGINEER WITHIN 15 MILES OF THEIR ORIGINAL LOCATION.

59. THE CONTRACTOR SHALL LIMIT THE AMOUNT OF OPEN EXCAVATION AT ANY ONE TIME TO AN AREA OF ONE BLOCK OR 600 LINEAR FEET, WHICHEVER IS LESS. THE WORK IN EACH AREA, INCLUDING EXCAVATION, STRUCTURE PLACEMENT, PIPE LAYING, BACK FILLING AND TEMPORARY OR PERMANENT PAVING SHALL BE COMPLETED BEFORE PROCEEDING WITH THE WORK IN THE NEXT AREA.
- RELOCATION NOTES

1. FOLLOW THESE NOTES FOR RELOCATED MATERIALS IN ADDITION TO FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARDS.

2. ATTACH TREE IDENTIFICATION TAGS THAT MATCH THE PLAN NUMBERS. SUBMIT A SHOP DRAWING OF THE TAGGING METHOD TO THE DISTRICT LANDSCAPE ARCHITECT FOR REVIEW BEFORE THE PRECONSTRUCTION MEETING.

3. INSTALL TREES WITHIN 24 HOURS OF REMOVAL FROM THEIR ORIGINAL LOCATION TO LOCATIONS PROVIDED BY THE DISTRICT LANDSCAPE ARCHITECT WITHIN 15 MILES OF THEIR ORIGINAL LOCATION.

4. WATER THE ROOT ZONES TO FIELD CAPACITY FOR 5 CONTINUOUS DAYS BEFORE ROOT PRUNING.

5. ROOT PRUNE 8 WEEKS BEFORE RELOCATION.

6. ROOT PRUNE WITH EQUIPMENT TO SEVER ROOTS. ENSURE ROOTS ARE NOT TORN OR PULLED APART. SUBMIT ROOT PRUNING PROCEDURES BEFORE THE PRECONSTRUCTION MEETING.

7. FORM A ROOTBALL SIZE IN COMPLIANCE WITH FLORIDA GRADES AND STANDARDS FLORIDA NUMBER ONE OR BETTER.

8. FILL TRENCH AFTER TREE REMOVAL WITH SUITABLE MATERIAL (EMBANKMENT UNDER PAVEMENT / SIDEWALK OR FINISHED SOIL LAYER UNDER LANDSCAPED AREAS).

9. MAINTAIN THE SOIL MOISTURE AT FIELD CAPACITY THROUGHOUT THE 8 WEEKS.

10. BRACE ROOT PRUNED TREES AWAITING RELOCATION.

11. MAINTAIN TREES IN A HEALTHY AND VIGOROUS CONDITION DURING INSTALLATION AND THROUGHOUT THE PLANT ESTABLISHMENT PERIOD. REPLACE TREES THAT DO NOT MEET THIS REQUIREMENT WITH THE SAME SPECIES, SIZE, AND QUALITY, OR BETTER.
5. INSTALL LARGE PLANTS A MINIMUM OF 7 FEET FROM FIRE PROTECTION EQUIPMENT. INSTALL LARGE PLANT ROOTBALLS A MINIMUM OF 2 FEET FROM UNDERGROUND UTILITIES. INSTALL NO MATERIAL THAT WILL BLOCK OR CREATE CONFLICTS WITH:

1) SIGNS;

2) GATES;

3) LIGHTS;

4) BILLBOARDS;

5) ACCESS WAYS;

6) FIRE HYDRANTS;

7) UTILITY RIGHT TREE/RIGHT PLACE SETBACKS;

8) OVERHEAD AND UNDERGROUND STRUCTURES AND UTILITIES;

9) ANSI Z133 UTILITY CLEARANCE REQUIREMENTS;

10) FDOT MAINTENANCE RATING PROGRAM REQUIREMENTS;

NOTIFICATION IS REQUIRED WHEN THESE ISSUES ARE ENCOUNTERED. FIELD ADJUSTMENTS REQUIRE APPROVAL.

6. TREE PROTECTION:

BARRICADE AND PROTECT EXISTING PLANTS ADJACENT TO INSTALLATION ACTIVITIES. SUBMIT A SHOP DRAWING OF THE PROTECTION METHOD TO THE DISTRICT LANDSCAPE ARCHITECT FOR REVIEW BEFORE THE PRECONSTRUCTION MEETING, REPLACE PLANTS DAMAGED OR DESTROYED BY CONSTRUCTION WITH THE SAME SPECIES, SIZE, AND QUALITY, OR BETTER.

7. SOIL AMENDMENT:

BACKFILL PLANTING HOLES WITH A 50/50 MIX OF 100 PERCENT DECOMPOSED COMPOST AND EXISTING SOIL. MIX INTO PLANTING HOLES DURING INSTALLATION. REMOVE ROCKS OVER 1 INCH. WHERE SOIL EXCAVATION IS SPECIFIED, BACKFILL WITH CLEAN SAND.

8. INSTALL NEW TURF AND RESTORATION TURF A MINIMUM OF 30 DAYS BEFORE FINAL ACCEPTANCE. MOW ONCE BEFORE FINAL ACCEPTANCE.

9. PLANT ESTABLISHMENT AND MAINTENANCE THROUGHOUT CONSTRUCTION AND THE PLANT ESTABLISHMENT PERIOD:

1) WEED CONTROL:

ERADICATE FLORIDA EXOTIC PEST PLANT COUNCIL CATEGORY ONE INVASIVE PLANT SPECIES AND THEIR SEEDS, AND VINES, BOTH NATIVE AND NON-NATIVE. THIS INCLUDES FROM WALLS AND WITHIN FENCES. APPLY BOTH PRE AND POST-EMERGENT HERBICIDE WITH INDICATOR DYE AND REAPPLY WHEN REGROWTH APPEARS.

2) WATERING:

MAINTAIN THE SOIL MOISTURE AT FIELD CAPACITY. FIELD CAPACITY WILL BE DETERMINED FROM A 4 INCH DEEP EXCAVATION WHERE THE SOIL MUST HOLD TOGETHER AND FORM A HAND CLUMP.

3) FERTILIZATION:

APPLY AN 8-2-12+4 MG FERTILIZER, PLUS WATER SOLUBLE MICRONUTRIENTS. 100 PERCENT OF THE (N) NITROGEN, (K) POTASSIUM, (MG) MAGNESIUM AND (B) BORON MUST BE IN CONTROLLED RELEASE FORM. APPLY AT A RATE OF 1.5 POUNDS OF ACTUAL FERTILIZER (NOT N) PER 100 SQUARE FEET FROM A CALIBRATED SPREADER. BEGIN FERTILIZATION DURING INSTALLATION AND REPEAT EVERY 3 MONTHS.

4) MAINTAIN A 3 INCH MULCH COVER.

5) PRUNING:

A CERTIFIED ARBORIST SHALL DIRECT PRUNING OPERATIONS. FOLLOW ANSI A300 PART 1 PRUNING STANDARDS AND THESE PLANS. PRUNING IS REQUIRED DURING INSTALLATION AND THROUGHOUT THE PLANT ESTABLISHMENT PERIOD TO:

5.1) REMOVE CROSSING, DEFLECTING, AND CIRCLING ROOTS;

5.2) REMOVE CROSSING, DEAD, DAMAGED AND CODOMINANT BRANCHES;

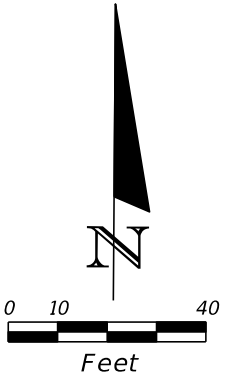
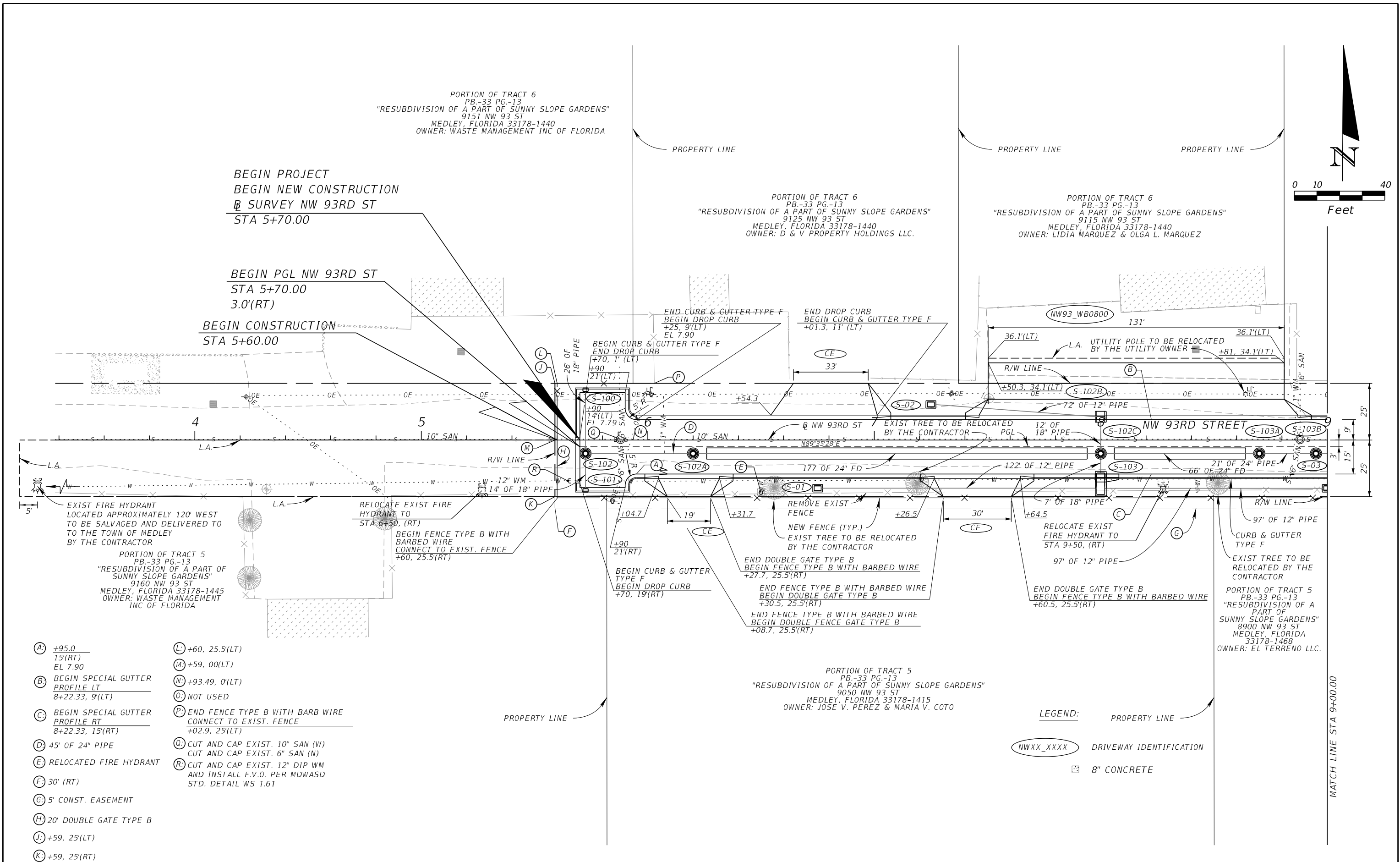
5.3) MAINTAIN FLORIDA NUMBER 1 BRANCH STRUCTURE;

5.4) MAINTAIN FDOT MAINTENANCE RATING PROGRAM REQUIREMENTS AND MAST ARM CLEARANCES;

5.5) MAINTAIN INDEX 546 HORIZONTAL AND VERTICAL CLEARANCES WITHIN THE LIMITS OF CLEAR SIGHT;

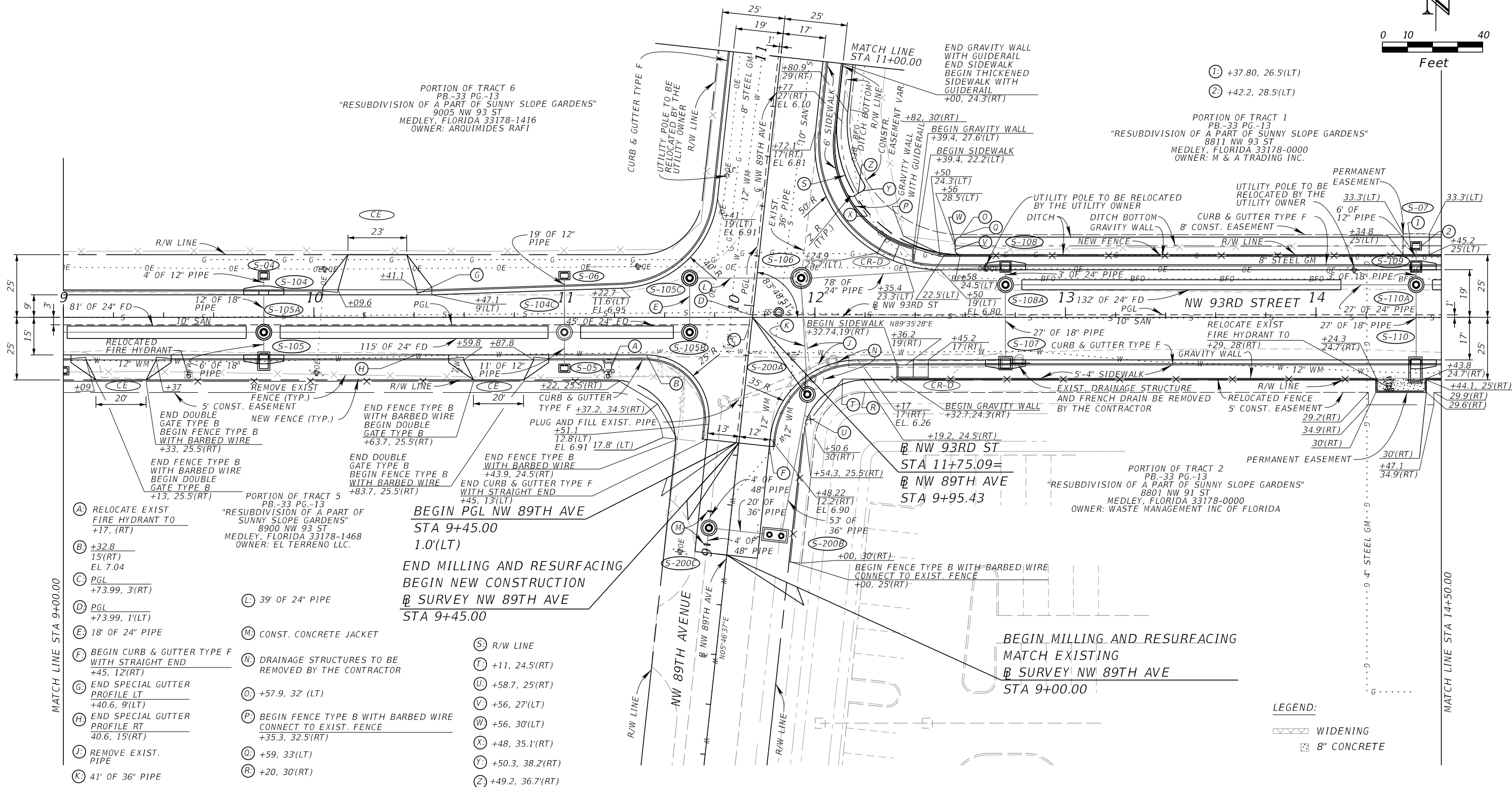
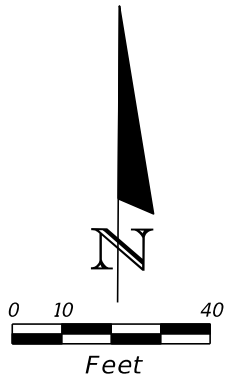
5.6) MAINTAIN VISIBILITY OF SIGNS;

REVISIONS				<div><div><div>Kimley»Horn</div><div>Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue – Suite 400 Miami, Florida 33131-3228</div></div></div>		TOWN OF MEDLEY		GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			COUNTY	OCP No		19
						MIAMI-DADE	SW-0103		



- (A) +95.0
15'(RT)
EL 7.90
- (B) BEGIN SPECIAL GUTTER
PROFILE LT
8+22.33, 9'(LT)
- (C) BEGIN SPECIAL GUTTER
PROFILE RT
8+22.33, 15'(RT)
- (D) 45' OF 24" PIPE
- (E) RELOCATED FIRE HYDRANT
- (F) 30' (RT)
- (G) 5' CONST. EASEMENT
- (H) 20' DOUBLE GATE TYPE B
- (J) +59, 25'(LT)
- (K) +59, 25'(RT)
- (L) +60, 25.5'(LT)
- (M) +59, 00'(LT)
- (N) +93.49, 0'(LT)
- (O) NOT USED
- (P) END FENCE TYPE B WITH BARB WIRE
CONNECT TO EXIST. FENCE
+02.9, 25'(LT)
- (Q) CUT AND CAP EXIST. 10" SAN (W)
CUT AND CAP EXIST. 6" SAN (N)
- (R) CUT AND CAP EXIST. 12" DIP WM
AND INSTALL F.V.O. PER MDWASD
STD. DETAIL WS 1.61

REVISIONS				 Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228		TOWN OF MEDLEY		ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			COUNTY	OCP No		20
					MIAMI-DADE	SW-0103			



LEGEND:

- WIDENING
8" CONCRETE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KimleyHorn
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P.E. License No. 70822
1221 Brickell Avenue - Suite 400
Miami, Florida 33131-3228

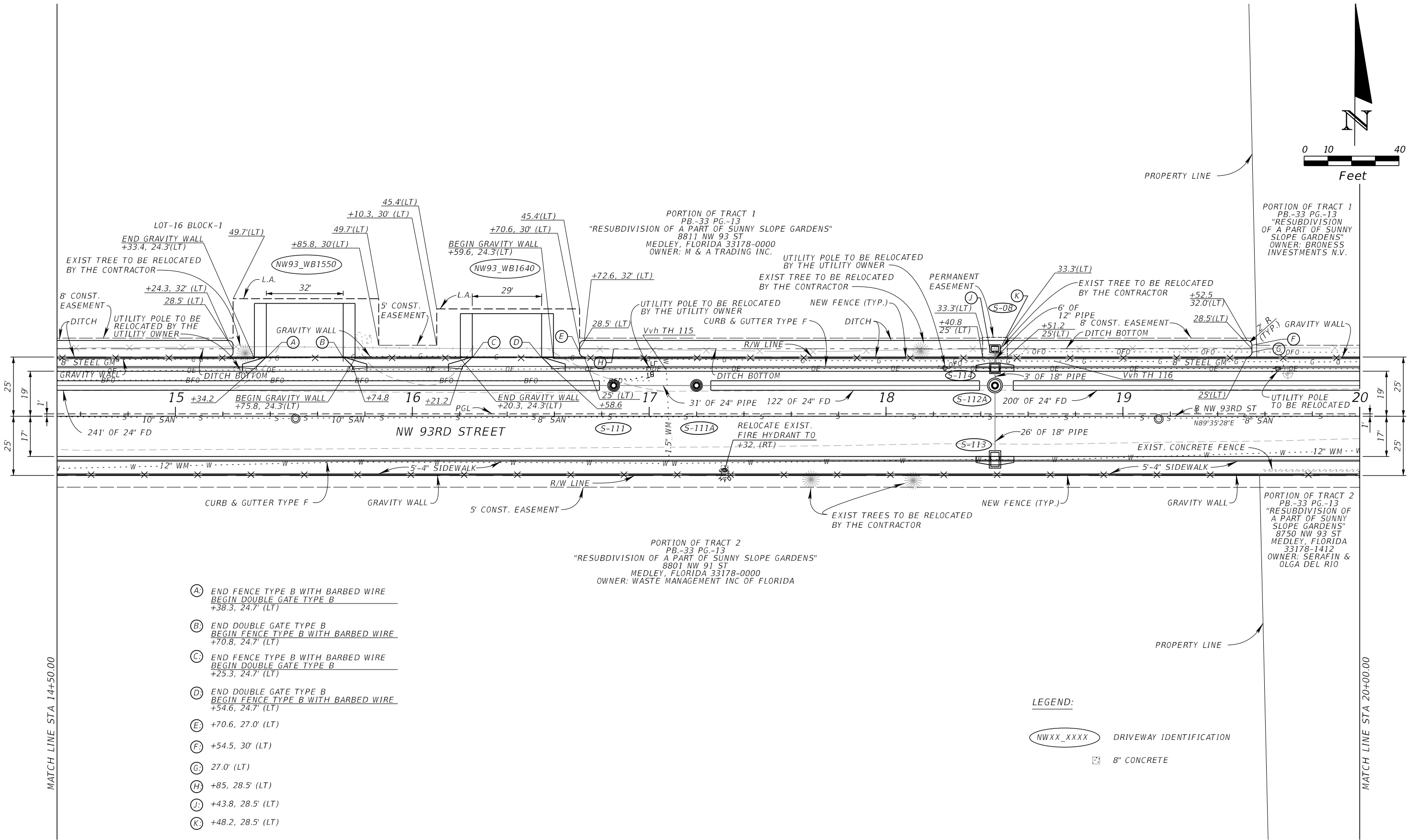


TOWN OF MEDLEY	
COUNTY	OCP No
MIAMI-DADE	SW-0103

ROADWAY PLAN

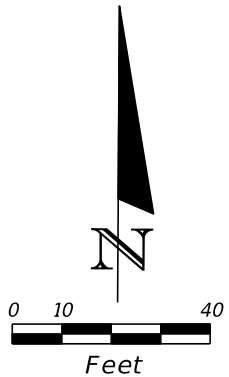
SHEET
NO.

21



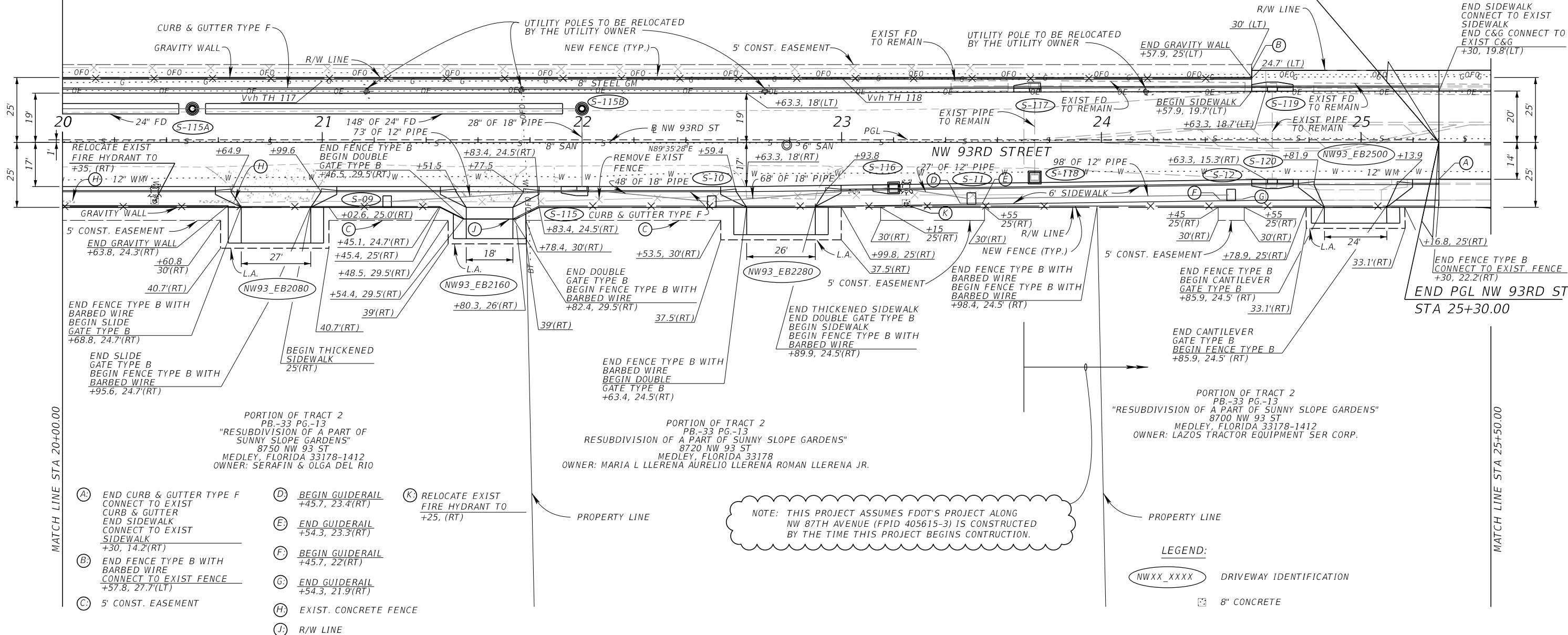
- (A) END FENCE TYPE B WITH BARBED WIRE
BEGIN DOUBLE GATE TYPE B
+38.3, 24.7' (LT)
- (B) END DOUBLE GATE TYPE B
BEGIN FENCE TYPE B WITH BARBED WIRE
+70.8, 24.7' (LT)
- (C) END FENCE TYPE B WITH BARBED WIRE
BEGIN DOUBLE GATE TYPE B
+25.3, 24.7' (LT)
- (D) END DOUBLE GATE TYPE B
BEGIN FENCE TYPE B WITH BARBED WIRE
+54.6, 24.7' (LT)
- (E) +70.6, 27.0' (LT)
- (F) +54.5, 30' (LT)
- (G) 27.0' (LT)
- (H) +85, 28.5' (LT)
- (J) +43.8, 28.5' (LT)
- (K) +48.2, 28.5' (LT)

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DATE	DESCRIPTION	DATE	DESCRIPTION					
								22

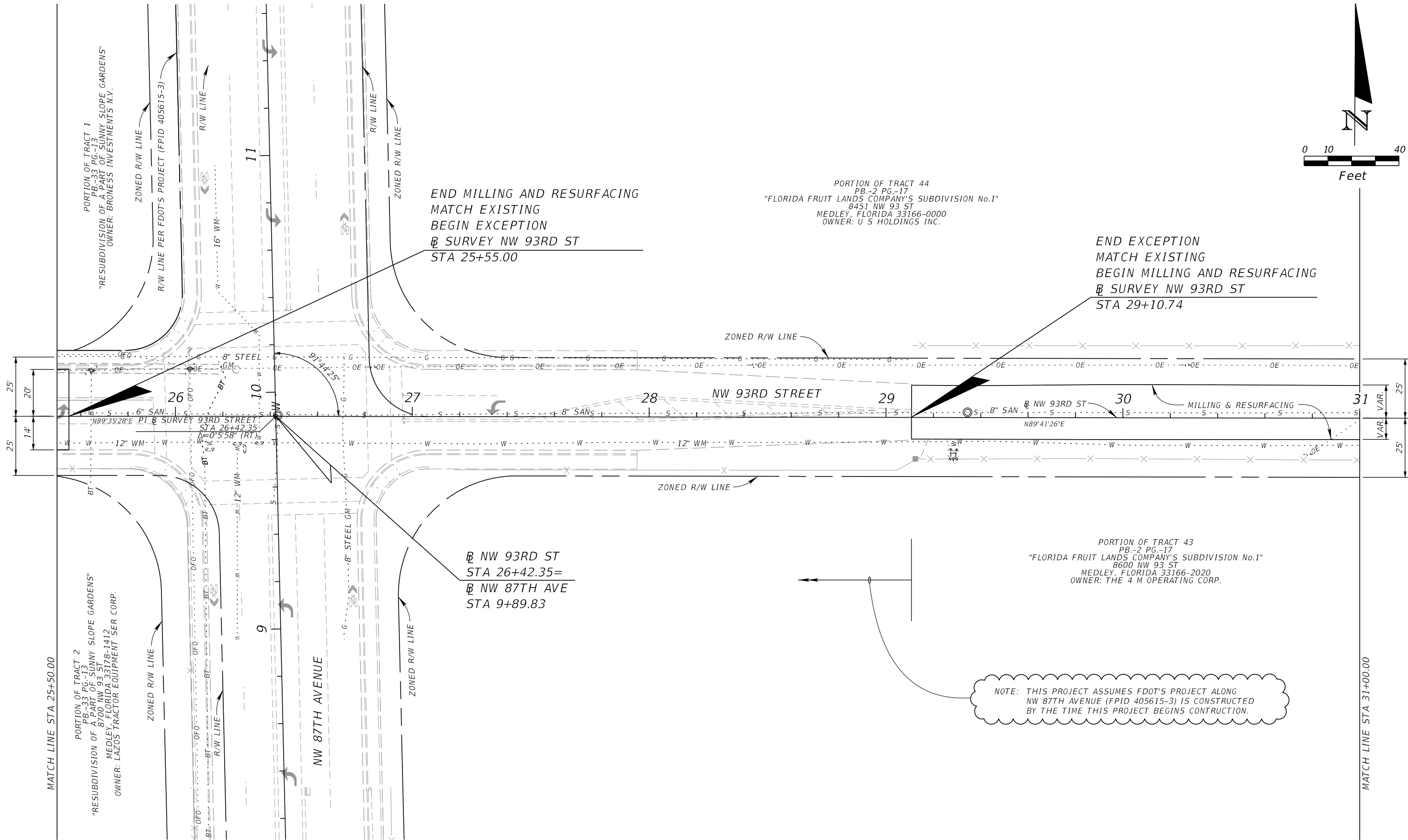


PORTION OF TRACT 1
PB.-33 PG.-13
"RESUBDIVISION OF A PART OF SUNNY SLOPE GARDENS"
OWNER: BRONESS INVESTMENTS N.V.

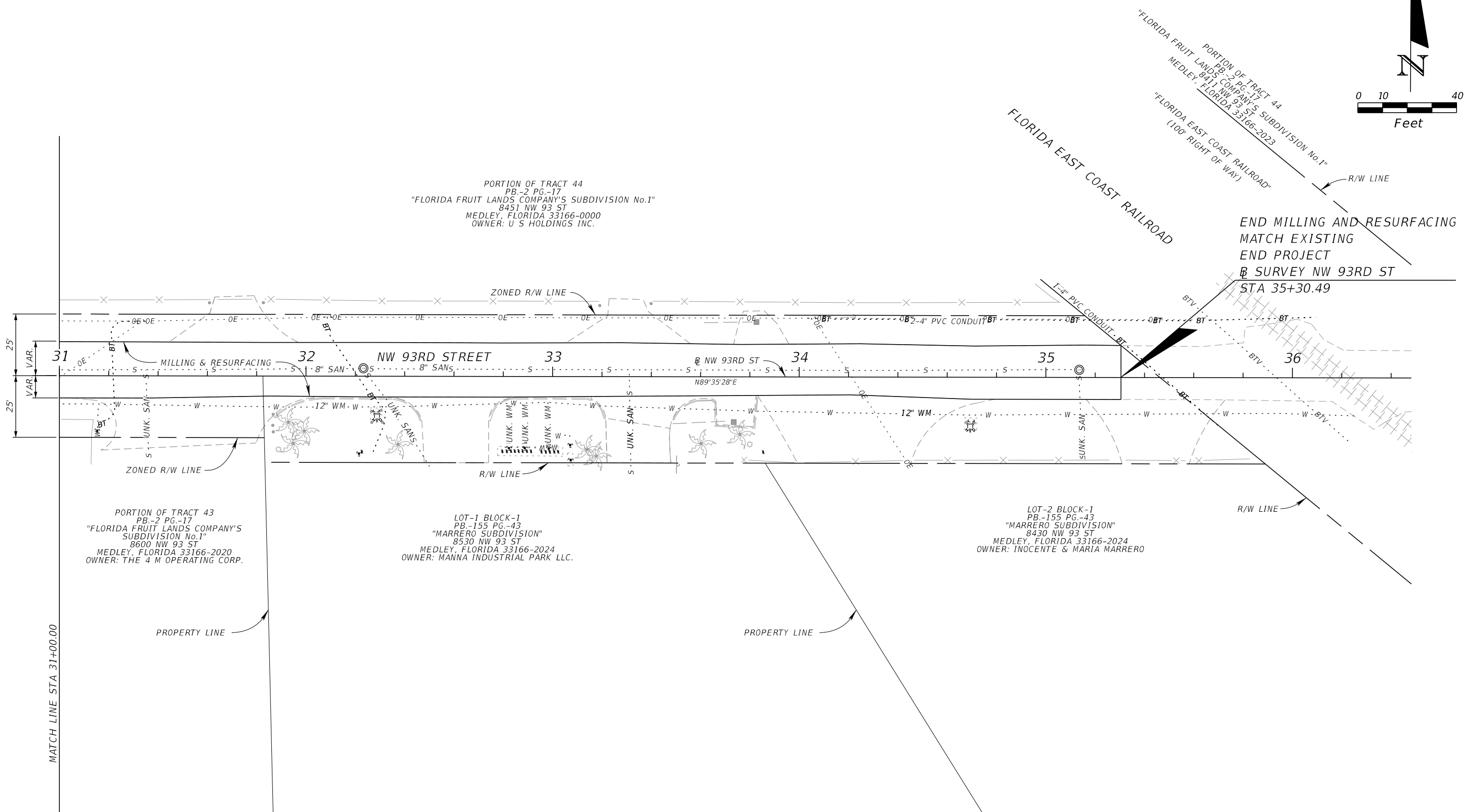
END NEW CONSTRUCTION
BEGIN MILLING AND RESURFACING
@ SURVEY NW 93RD ST
STA 25+30.00



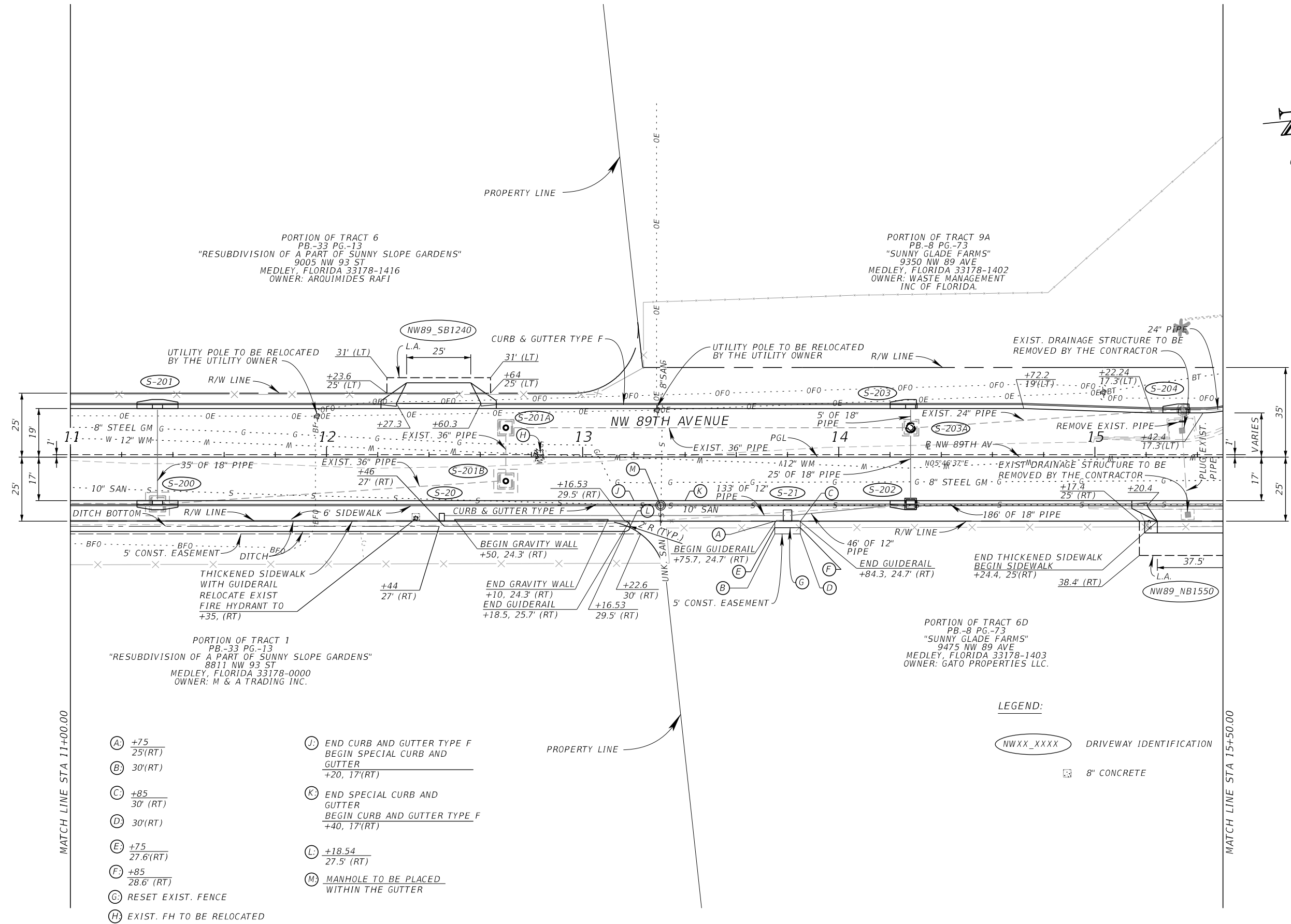
REVISIONS				 Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228	 TOWN OF MEDLEY	<i>ROADWAY PLAN</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				23



REVISIONS				<div> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div> TOWN OF MEDLEY</div>	ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				24

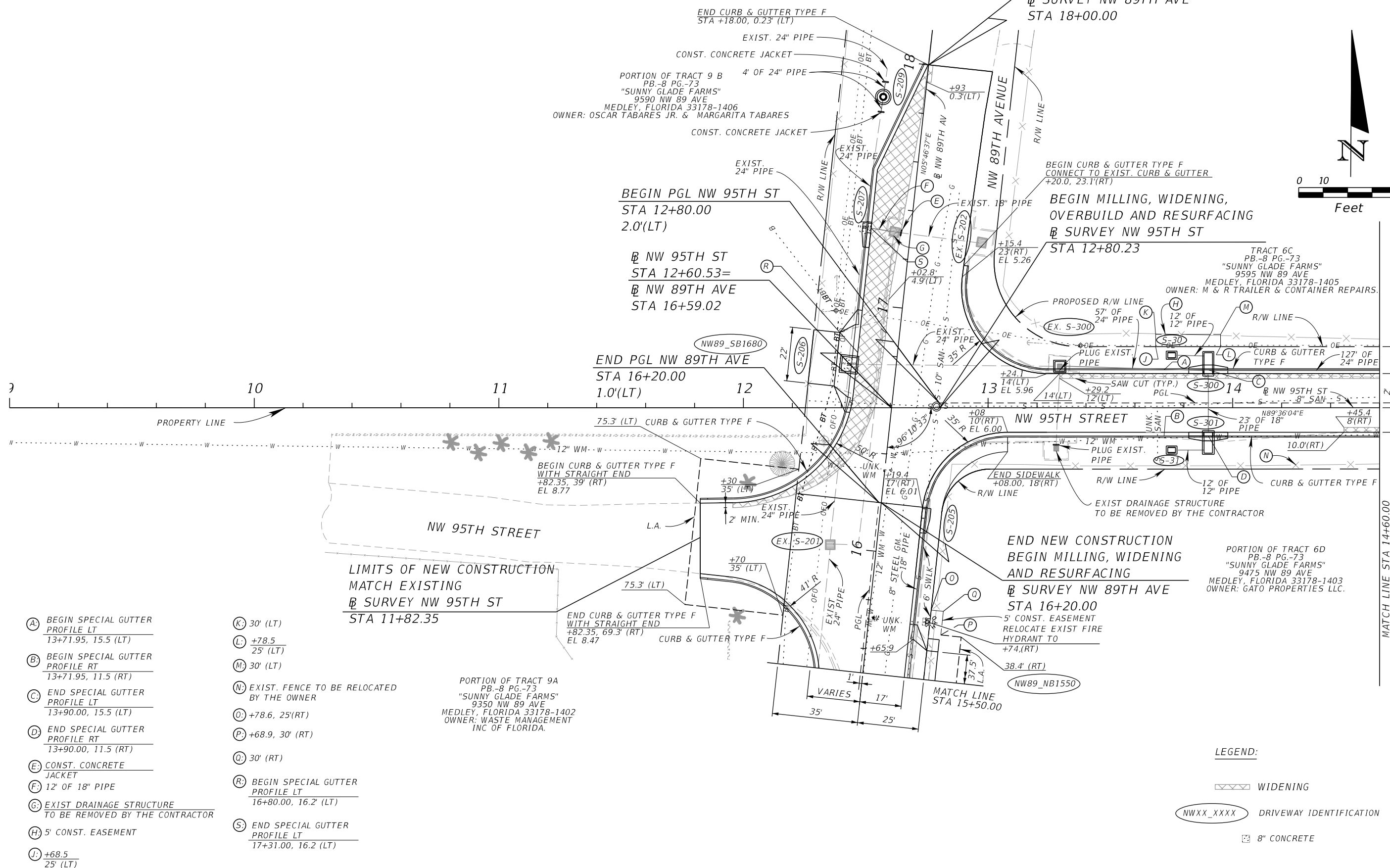
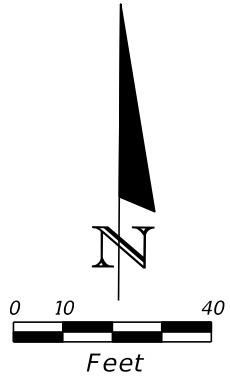


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DATE	DESCRIPTION	DATE	DESCRIPTION				
							26

END MILLING, WIDENING
AND RESURFACING
MATCH EXISTING
@ SURVEY NW 89TH AVE
STA 18+00.00



- (A) BEGIN SPECIAL GUTTER
PROFILE LT
13+71.95, 15.5 (LT)

(B) BEGIN SPECIAL GUTTER
PROFILE RT
13+71.95, 11.5 (RT)

(C) END SPECIAL GUTTER
PROFILE LT
13+90.00, 15.5 (LT)

(D) END SPECIAL GUTTER
PROFILE RT
13+90.00, 11.5 (RT)

(E) CONST. CONCRETE
JACKET

(F) 12" OF 18" PIPE

(G) EXIST DRAINAGE STRUCTURE
TO BE REMOVED BY THE CONTRACTOR

(H) 5' CONST. EASEMENT

(J) +68.5
25' (LT)
- (K) 30' (LT)

(L) +78.5
25' (LT)

(M) 30' (LT)

(N) EXIST. FENCE TO BE RELOCATED
BY THE OWNER

(O) +78.6, 25'(RT)

(P) +68.9, 30' (RT)

(Q) 30' (RT)

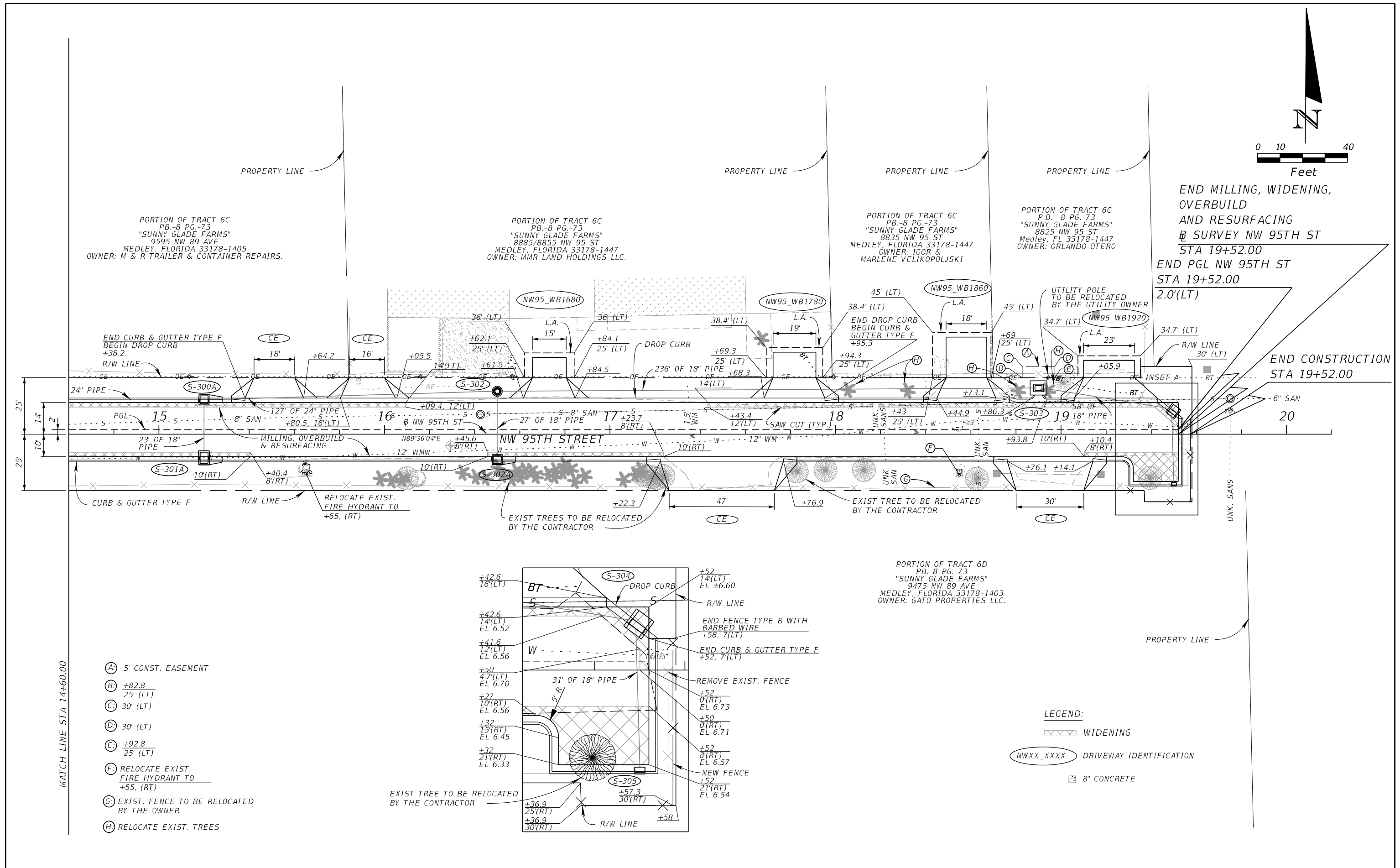
(R) BEGIN SPECIAL GUTTER
PROFILE LT
16+80.00, 16.2' (LT)

(S) END SPECIAL GUTTER
PROFILE LT
17+31.00, 16.2 (LT)

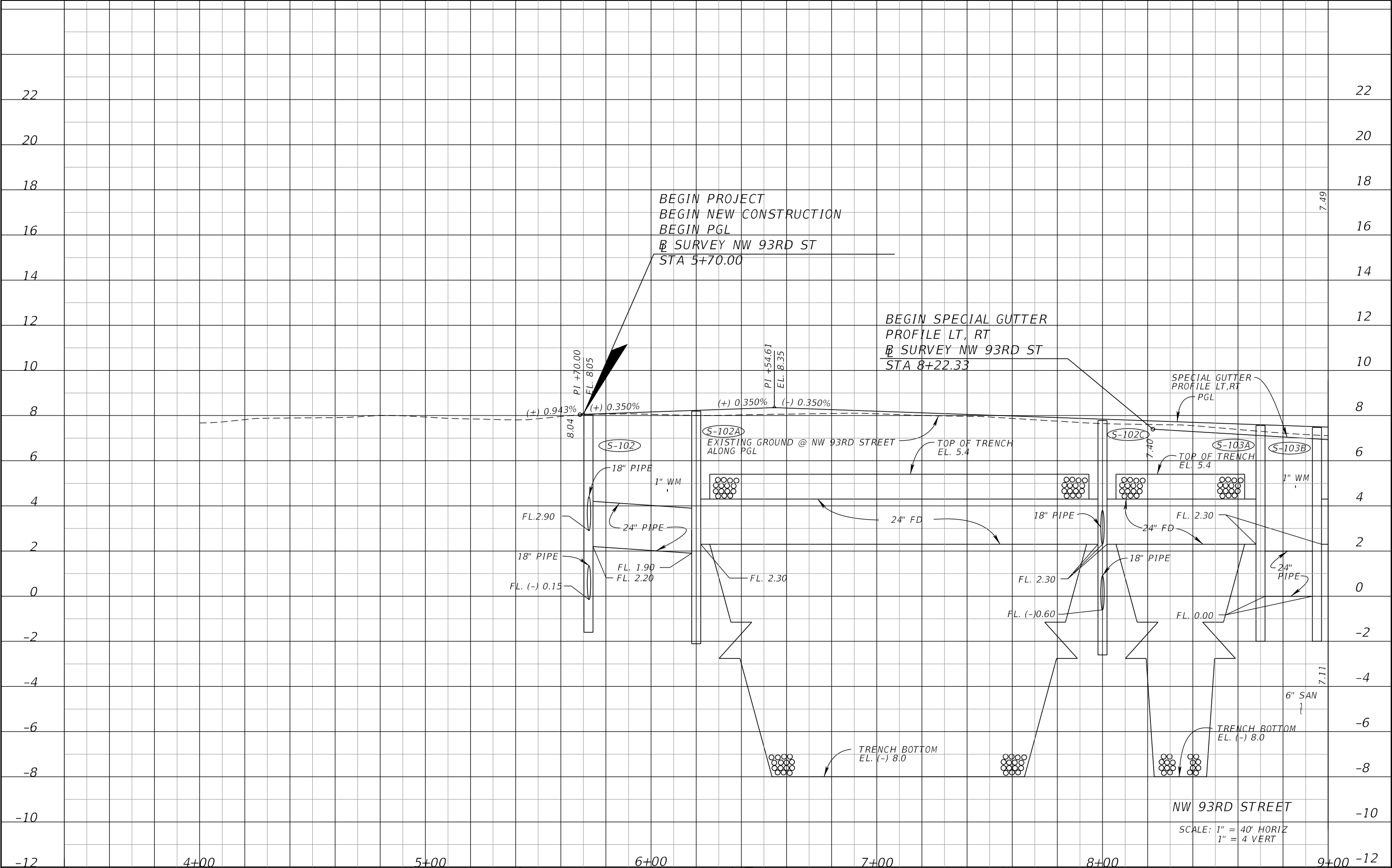
PORTION OF TRACT 9A
PB-8 PG.-73
"SUNNY GLADE FARMS"
9350 NW 89 AVE
MEDLEY, FLORIDA 33178-1402
OWNER: WASTE MANAGEMENT
INC OF FLORIDA.

- LEGEND:
- WIDENING
- DRIVEWAY IDENTIFICATION
- 8" CONCRETE

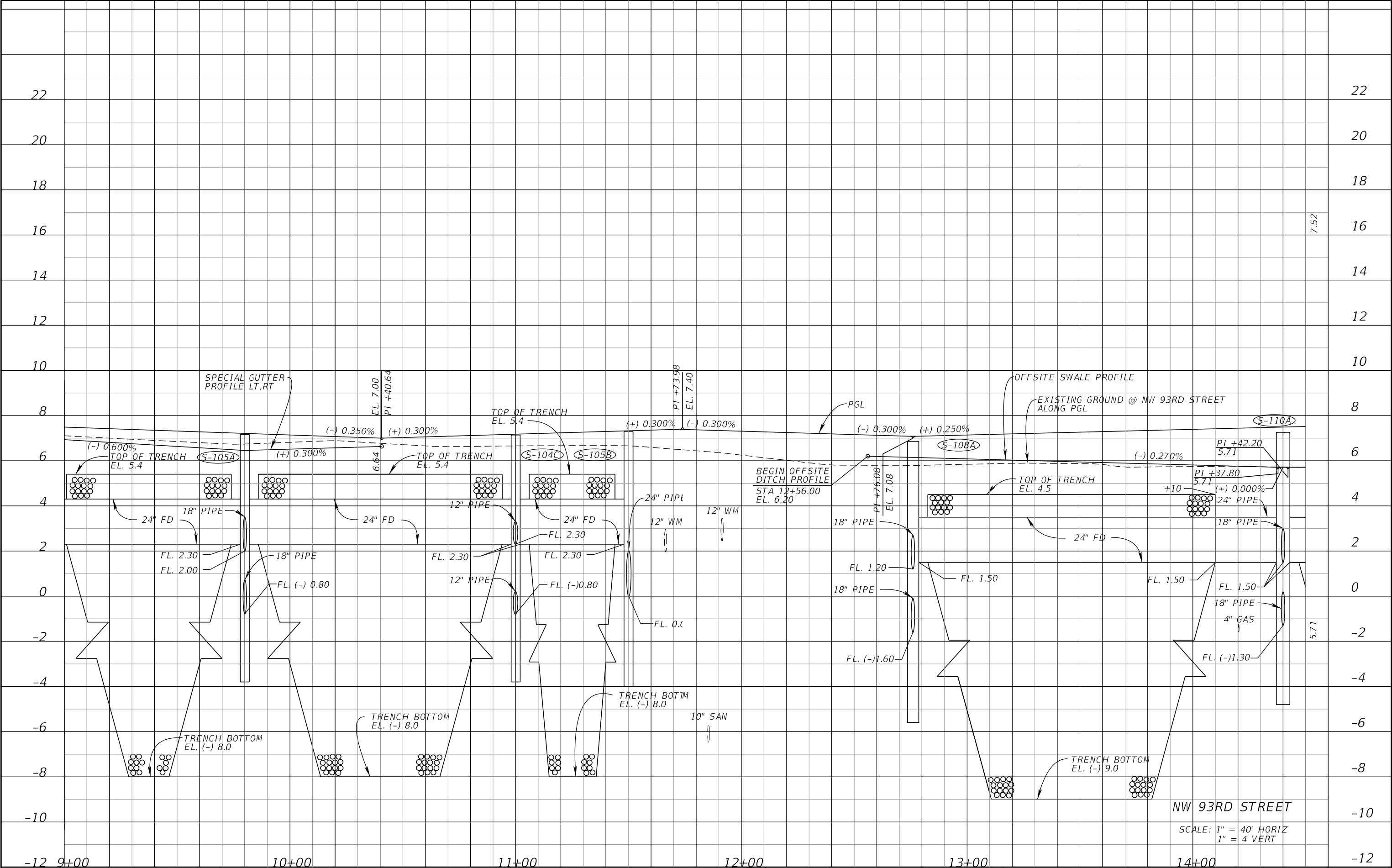
REVISIONS				<div>KimleyHorn</div> <div>Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div>TOWN OF MEDLEY</div> <div>COUNTY</div> <div>MIAMI-DADE</div> <div>OCP No</div> <div>SW-0103</div>	ROADWAY PLAN	SHEET NO. 27
DATE	DESCRIPTION	DATE	DESCRIPTION				



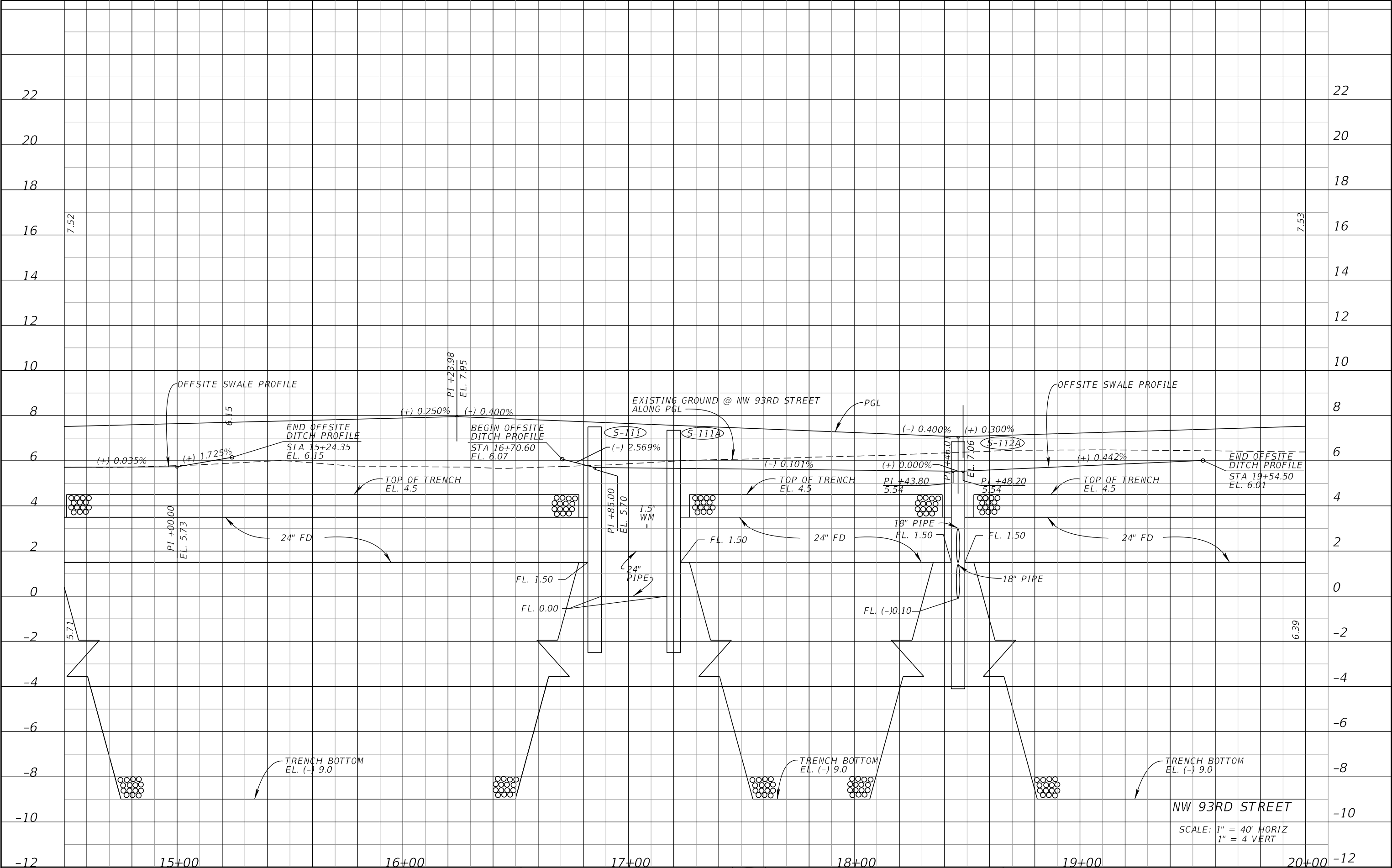
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DATE	DESCRIPTION	DATE	DESCRIPTION					



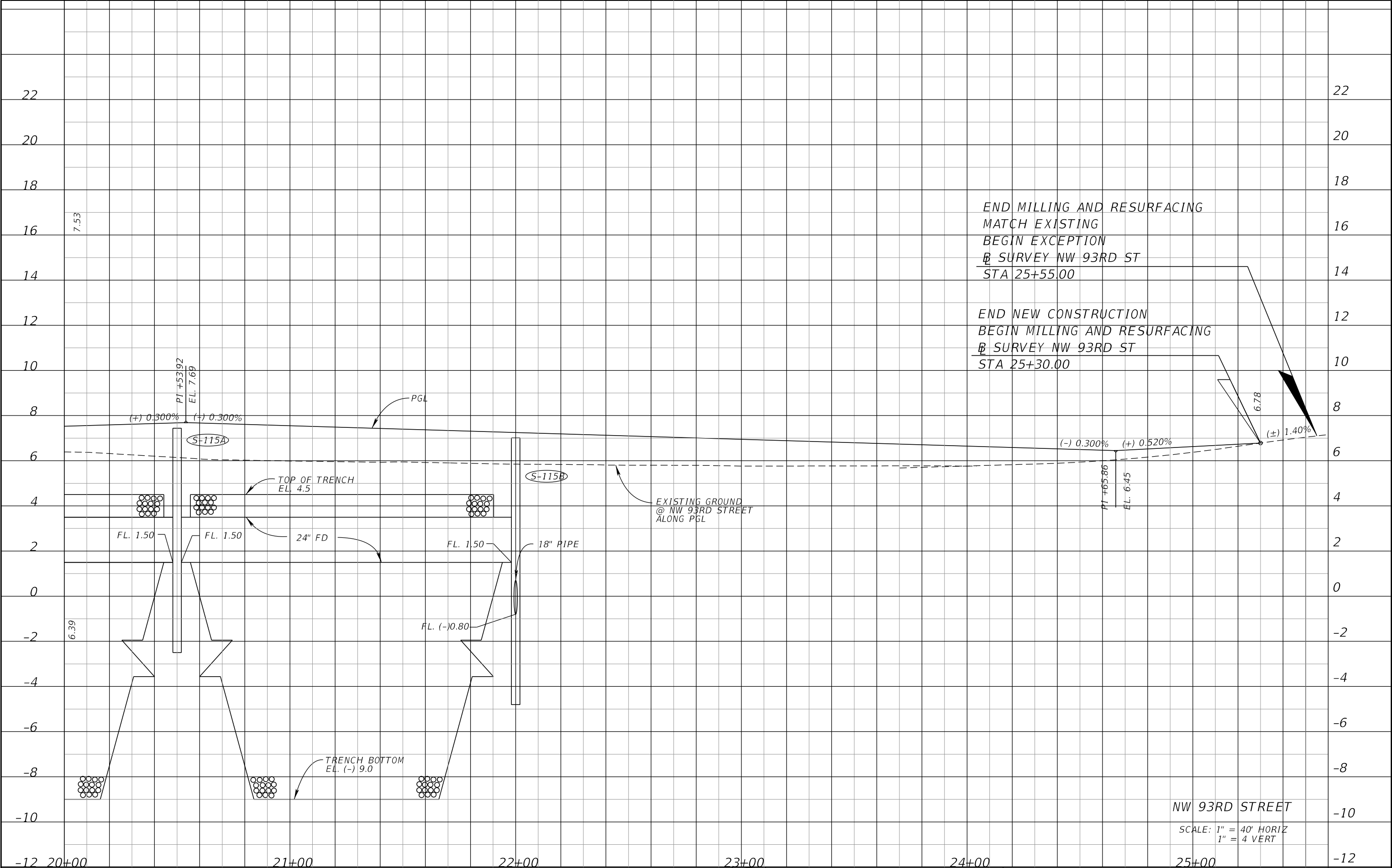
REVISIONS				<div>Kimley»Horn</div> <div>Certificate Of Authorization No. 696</div> <div>Leonte I. Almonte, P.E.</div> <div>P.E. License No. 70822</div> <div>1221 Brickell Avenue - Suite 400</div> <div>Miami, Florida 33131-3228</div>	<div><div>TOWN OF MEDLEY</div><div>COUNTY</div><div>MIAMI-DADE</div></div> <div><div>OCP No</div><div>SW0103</div></div>	ROADWAY PROFILE	SHEET NO. 29
DATE	DESCRIPTION	DATE	DESCRIPTION				




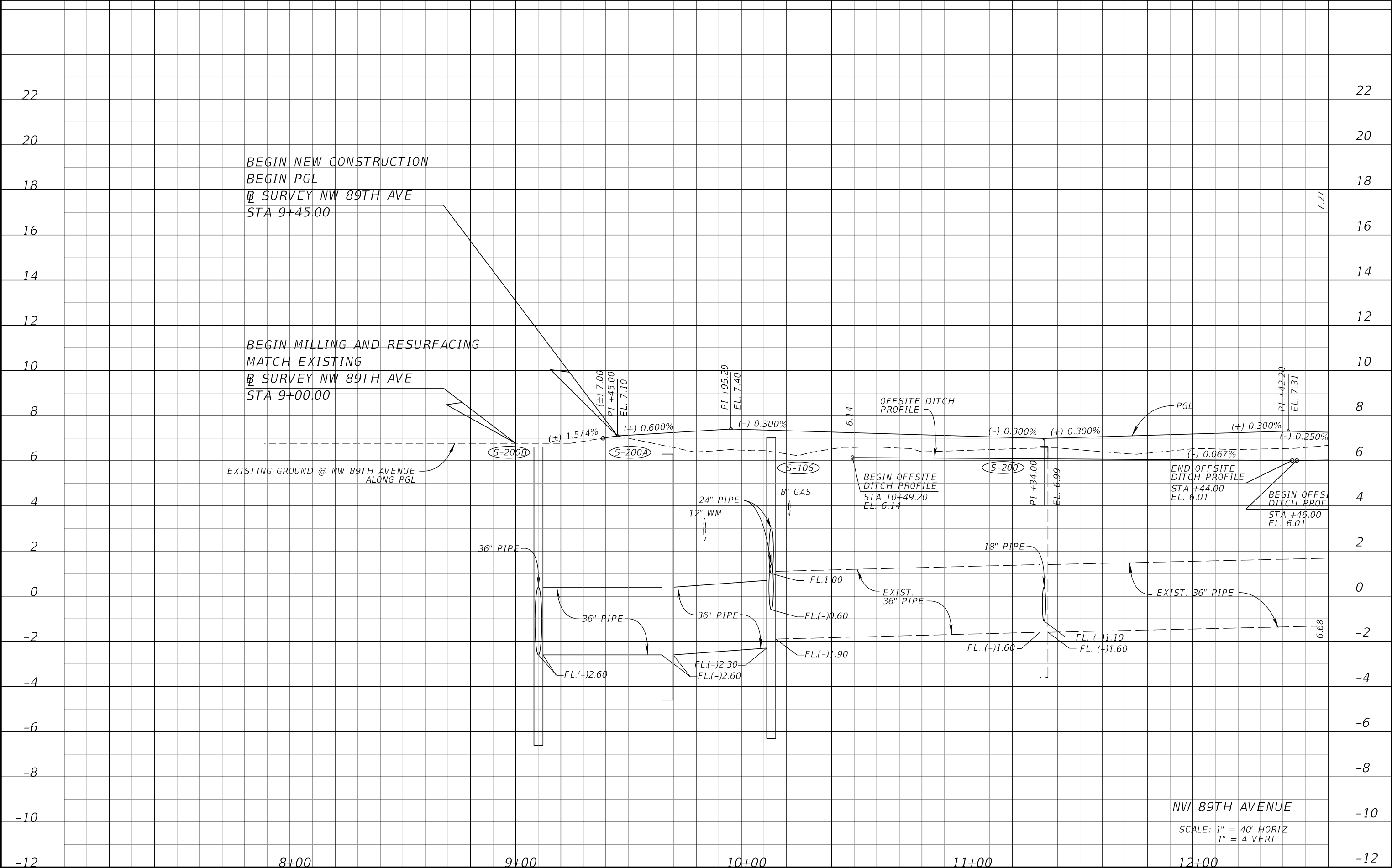
REVISIONS				<div> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div> TOWN OF MEDLEY</div> <table><tr><th>COUNTY</th><th>OCP No</th></tr><tr><td>MIAMI-DADE</td><td>SW0103</td></tr></table>	COUNTY	OCP No	MIAMI-DADE	SW0103	ROADWAY PROFILE	SHEET NO.
COUNTY	OCP No										
MIAMI-DADE	SW0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			30					



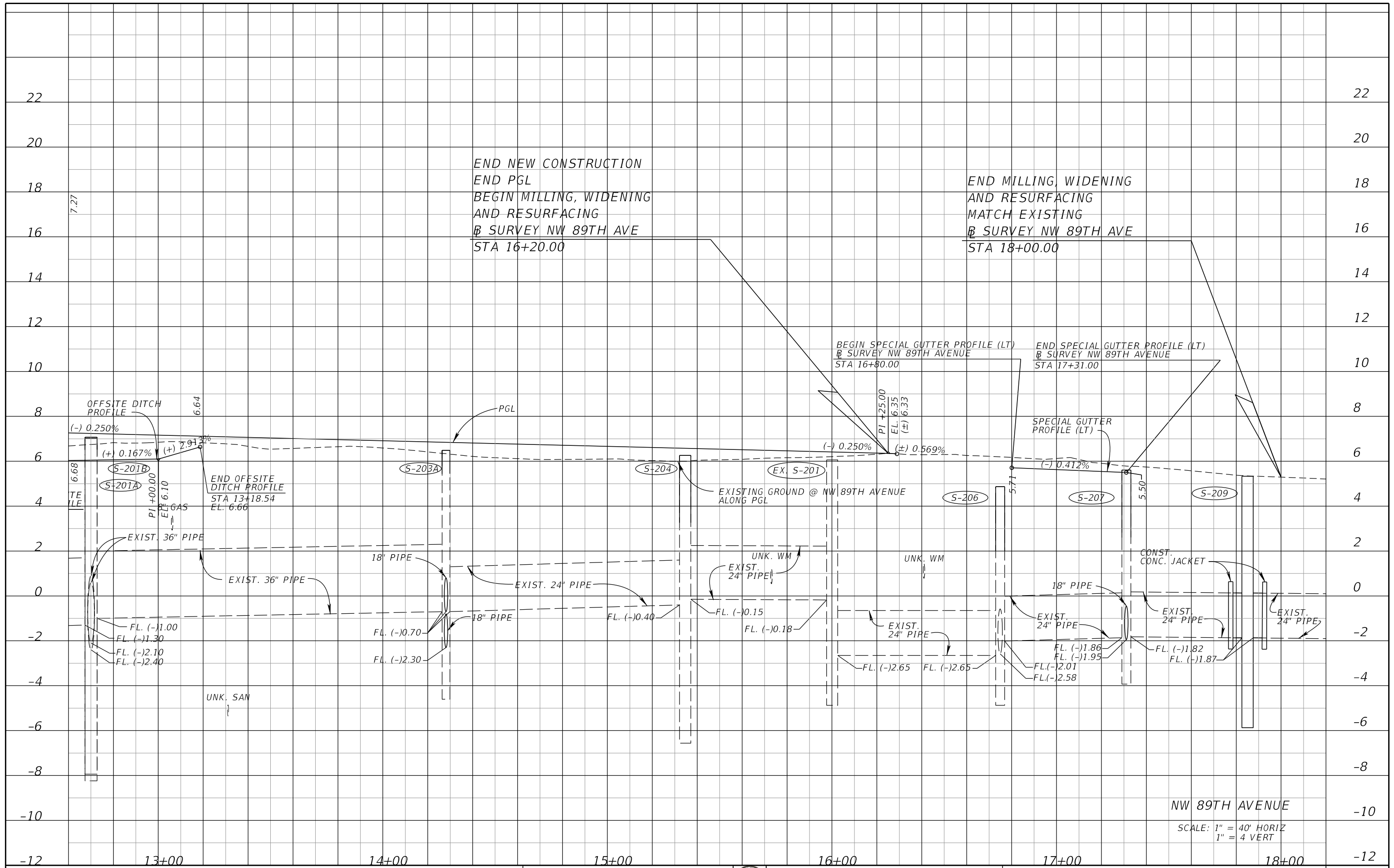
REVISIONS				<div>KimleyHorn</div> <div>Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div><div><div><div></div></div><div>TOWN OF MEDLEY</div></div><div><div>COUNTY</div><div>MIAMI-DADE</div></div><div><div>OCP No</div><div>SW0103</div></div></div>	ROADWAY PROFILE	SHEET NO. 31
DATE	DESCRIPTION	DATE	DESCRIPTION				



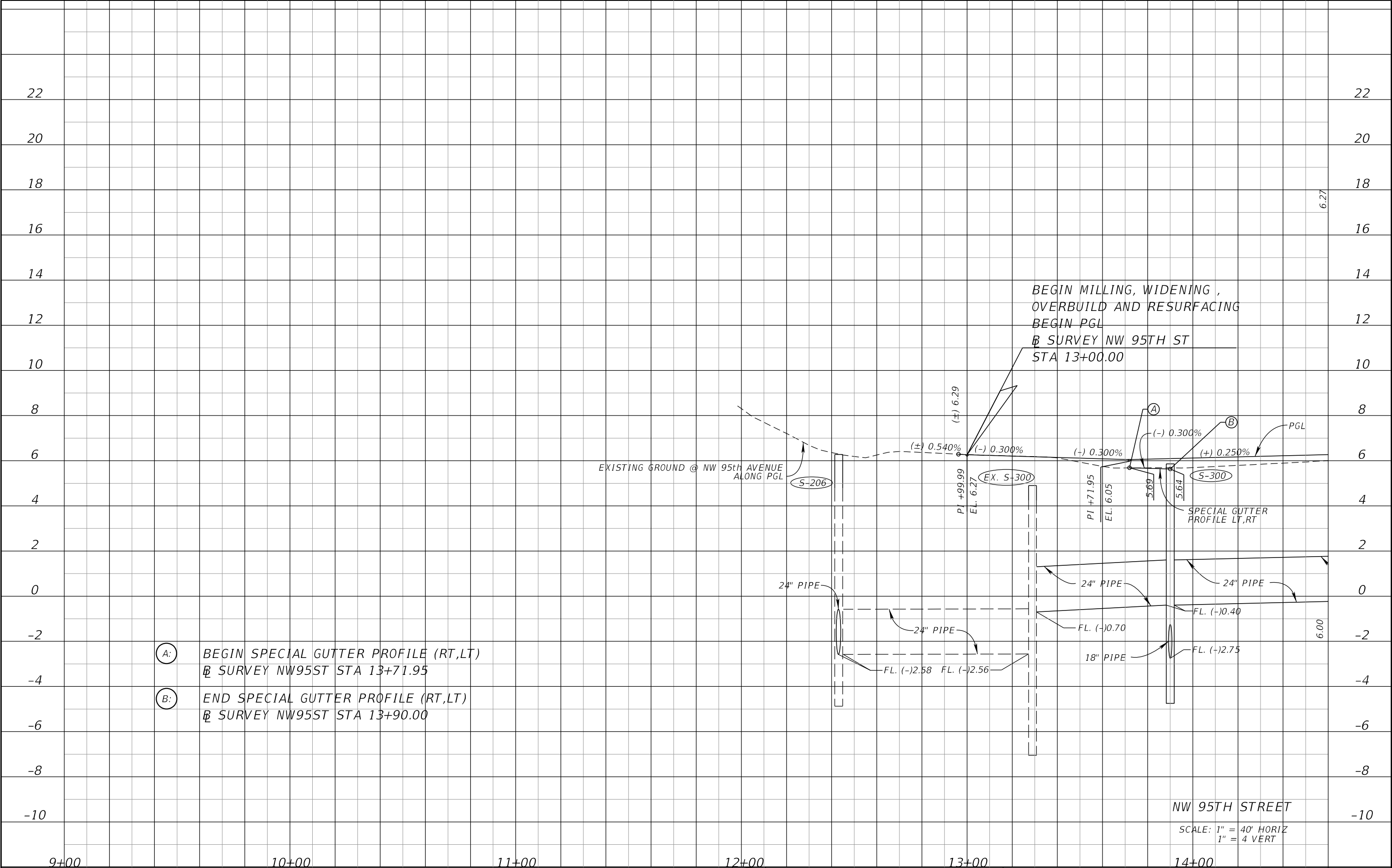
REVISIONS				<div> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div><div>TOWN OF MEDLEY</div><table><tr><th>COUNTY</th><th>OCP No</th></tr><tr><td>MIAMI-DADE</td><td>SW-0103</td></tr></table></div>	COUNTY	OCP No	MIAMI-DADE	SW-0103	ROADWAY PROFILE	SHEET NO.
COUNTY	OCP No										
MIAMI-DADE	SW-0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			32					



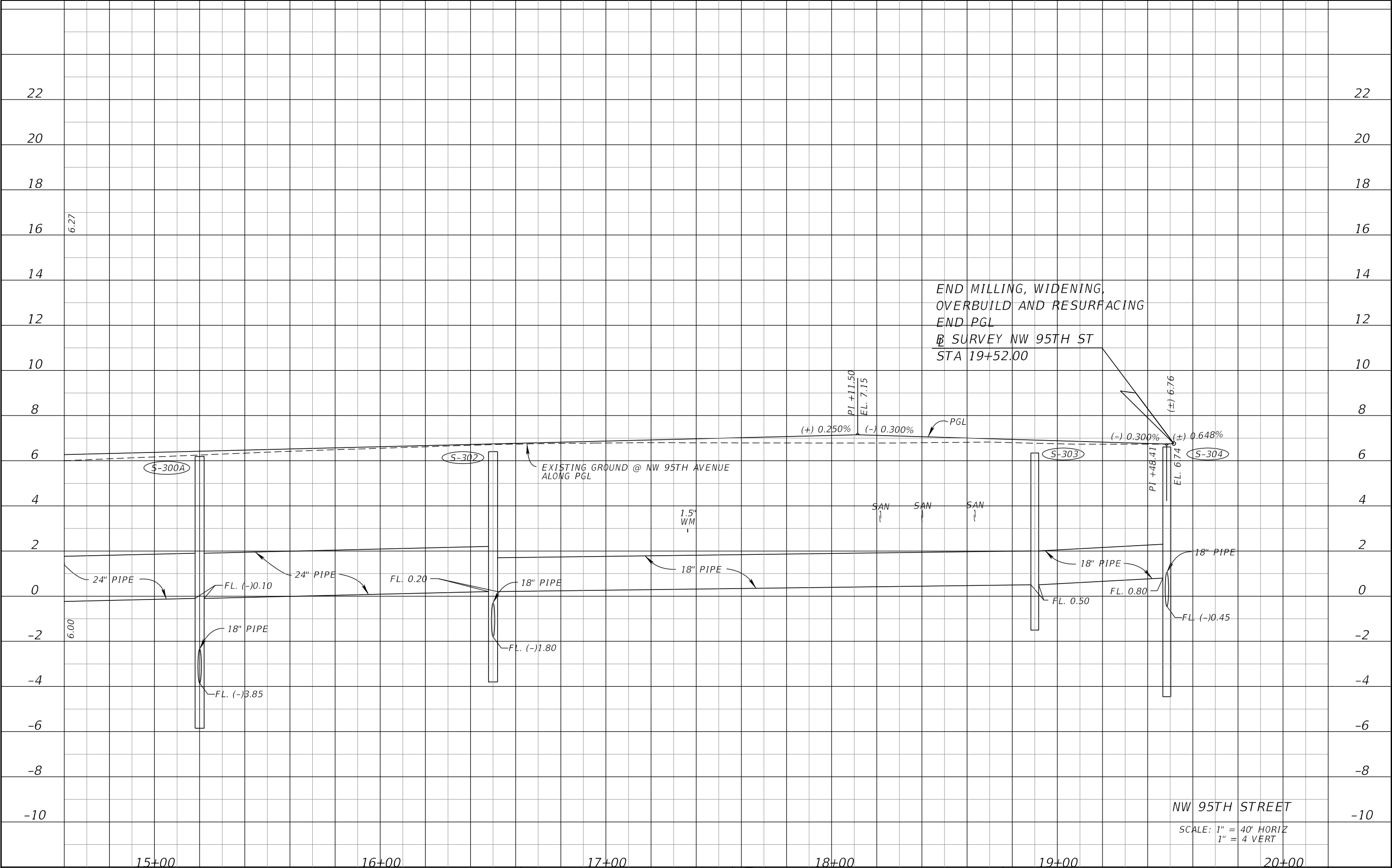
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COUNTY	OCP No										
MIAMI-DADE	SW0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			33					



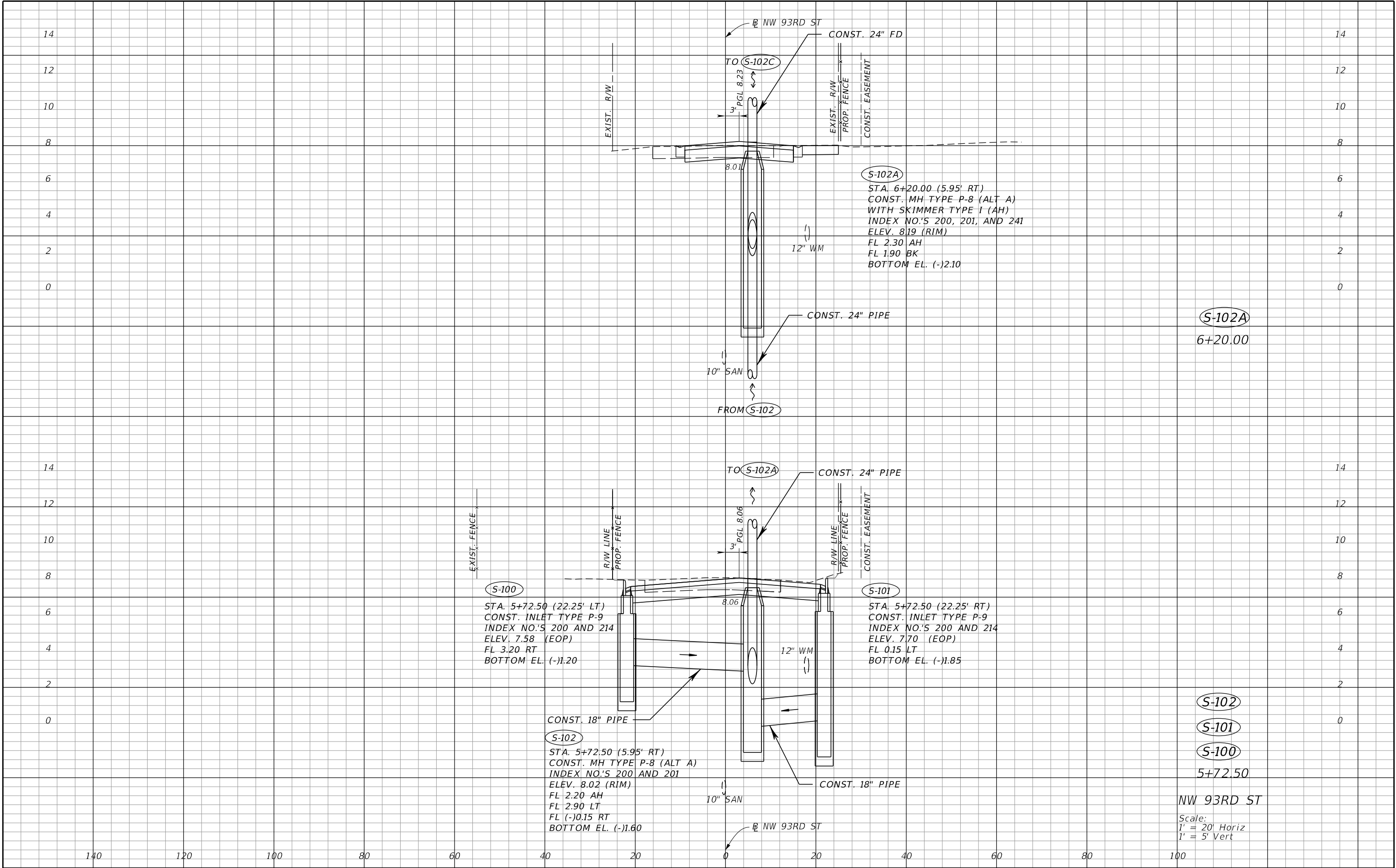
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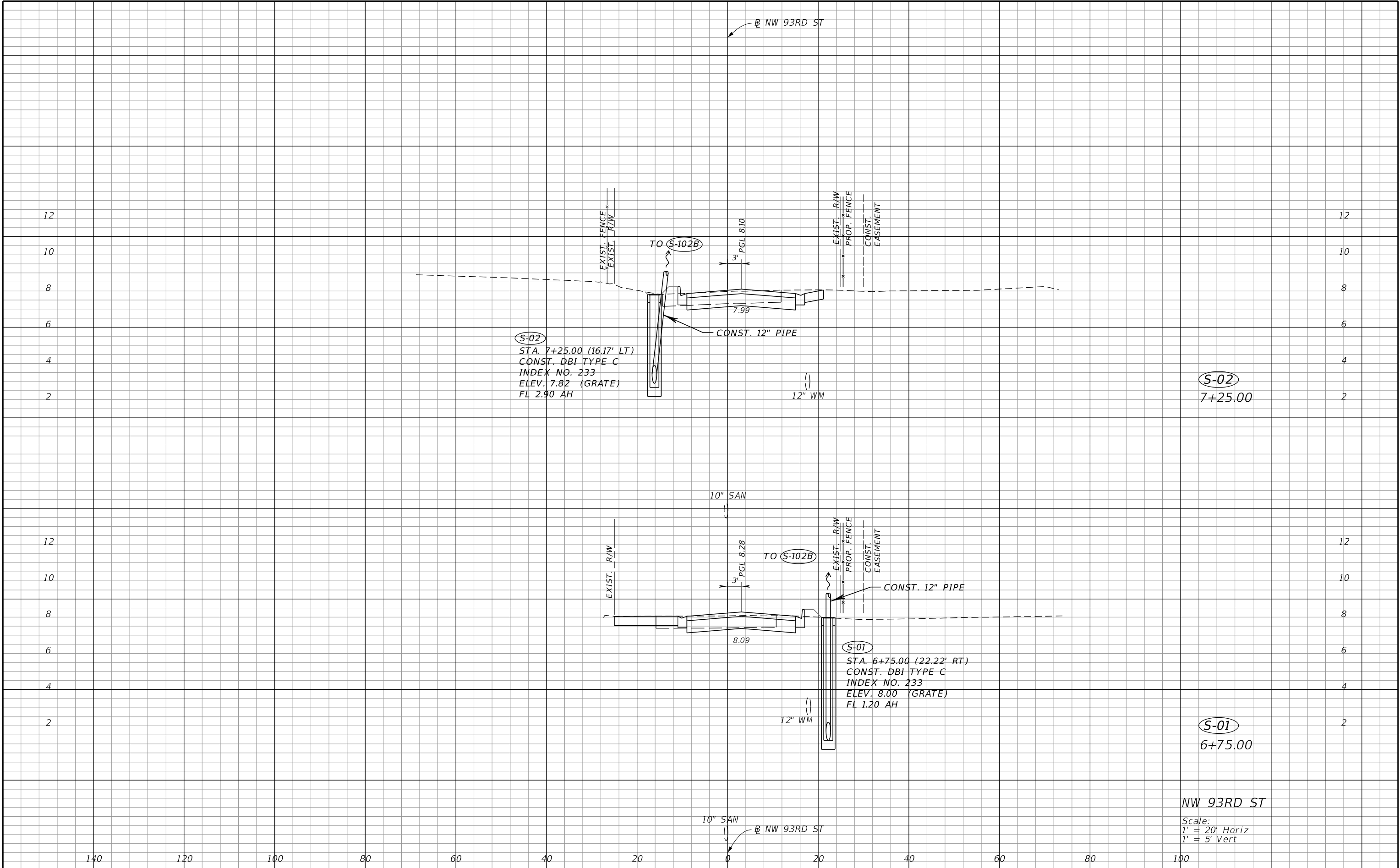
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COUNTY	OCP No										
MIAMI-DADE	SW-0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			35					



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COUNTY	OCP No										
MIAMI-DADE	SW-0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			36					




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DATE	DESCRIPTION	DATE	DESCRIPTION			COUNTY	OCP No		37
						MIAMI-DADE	SW-0103		



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



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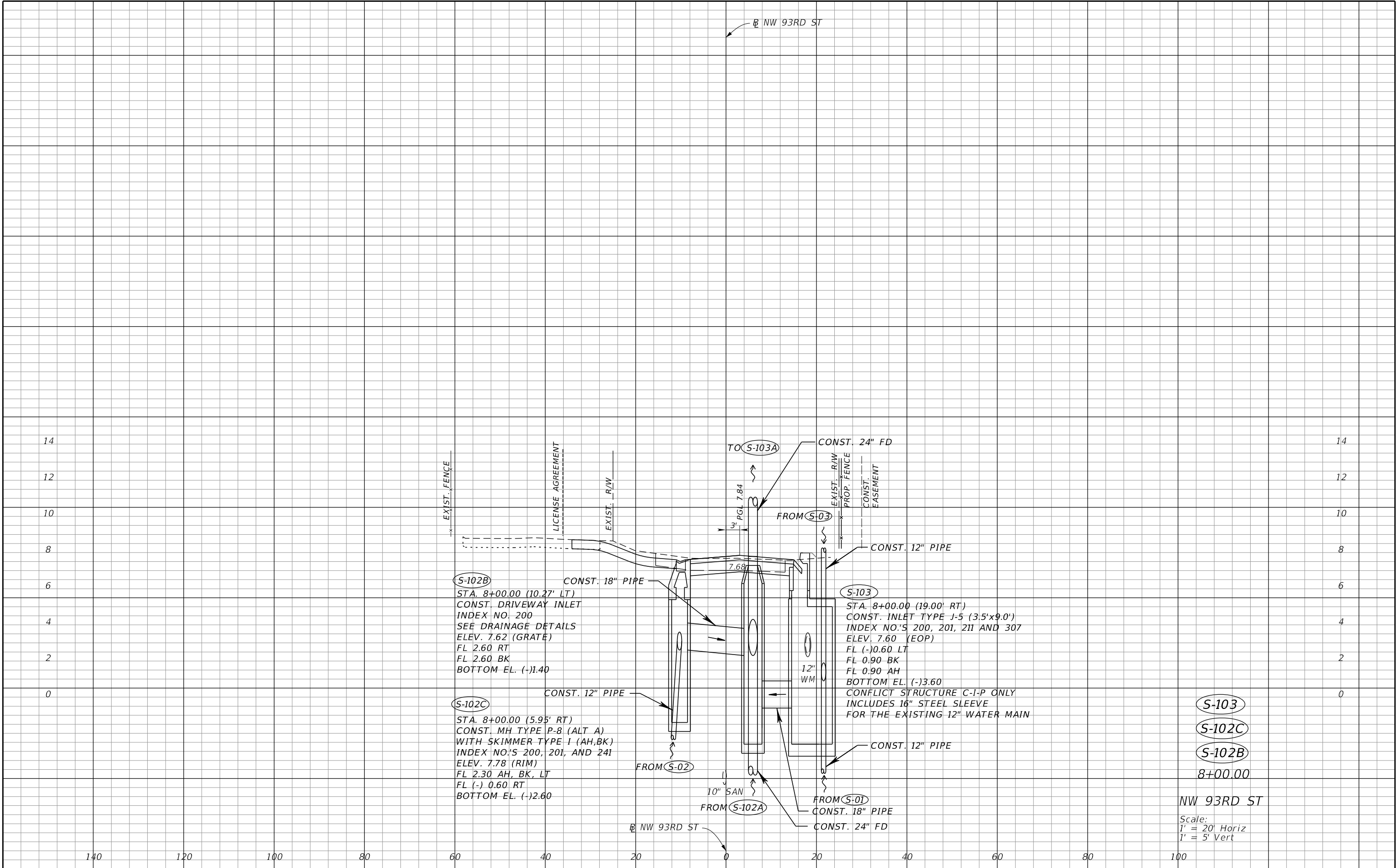


TOWN OF MEDLEY

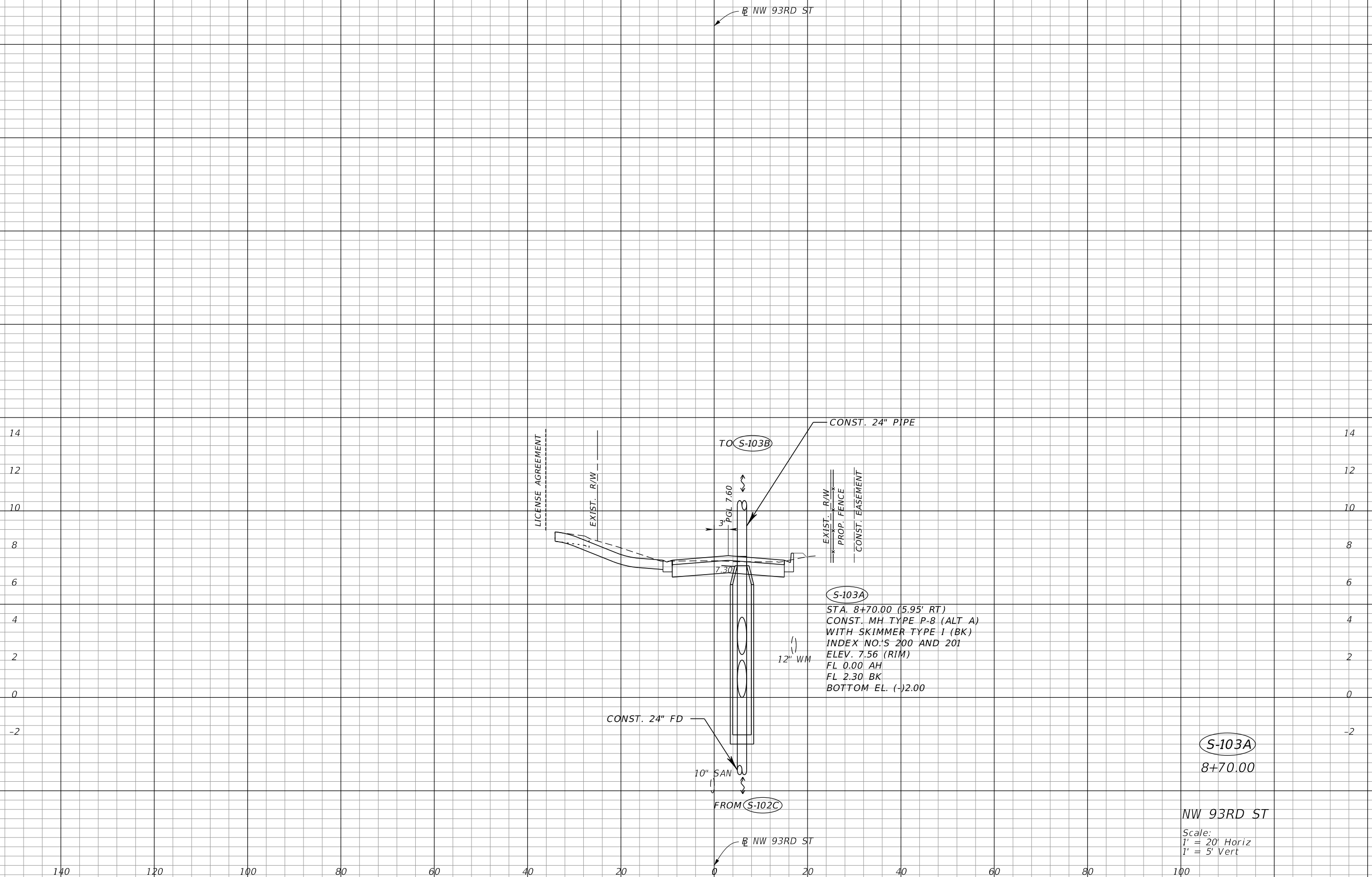
COUNTY	OCP No
MIAMI-DADE	SW-0103

DRAINAGE STRUCTURES

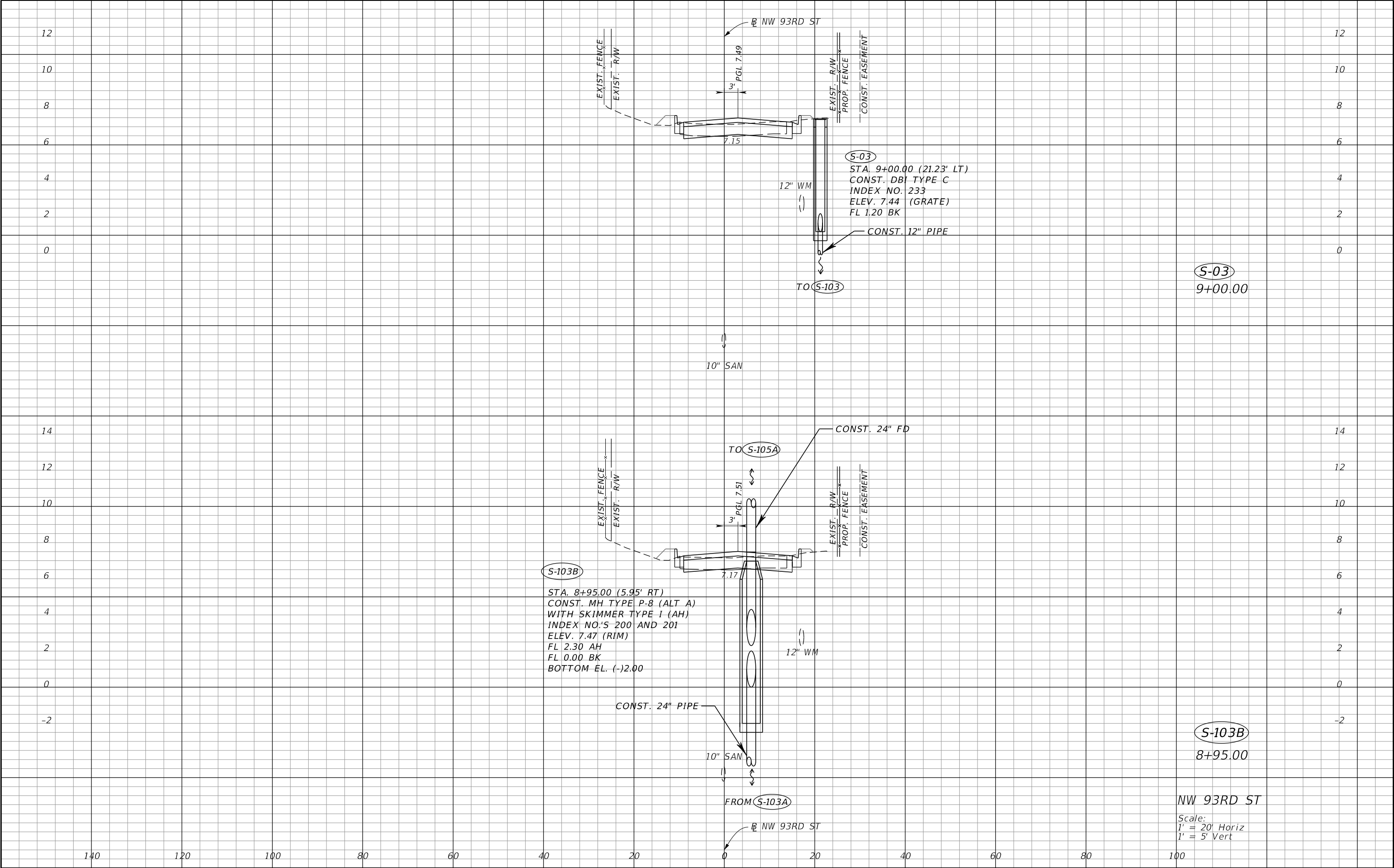
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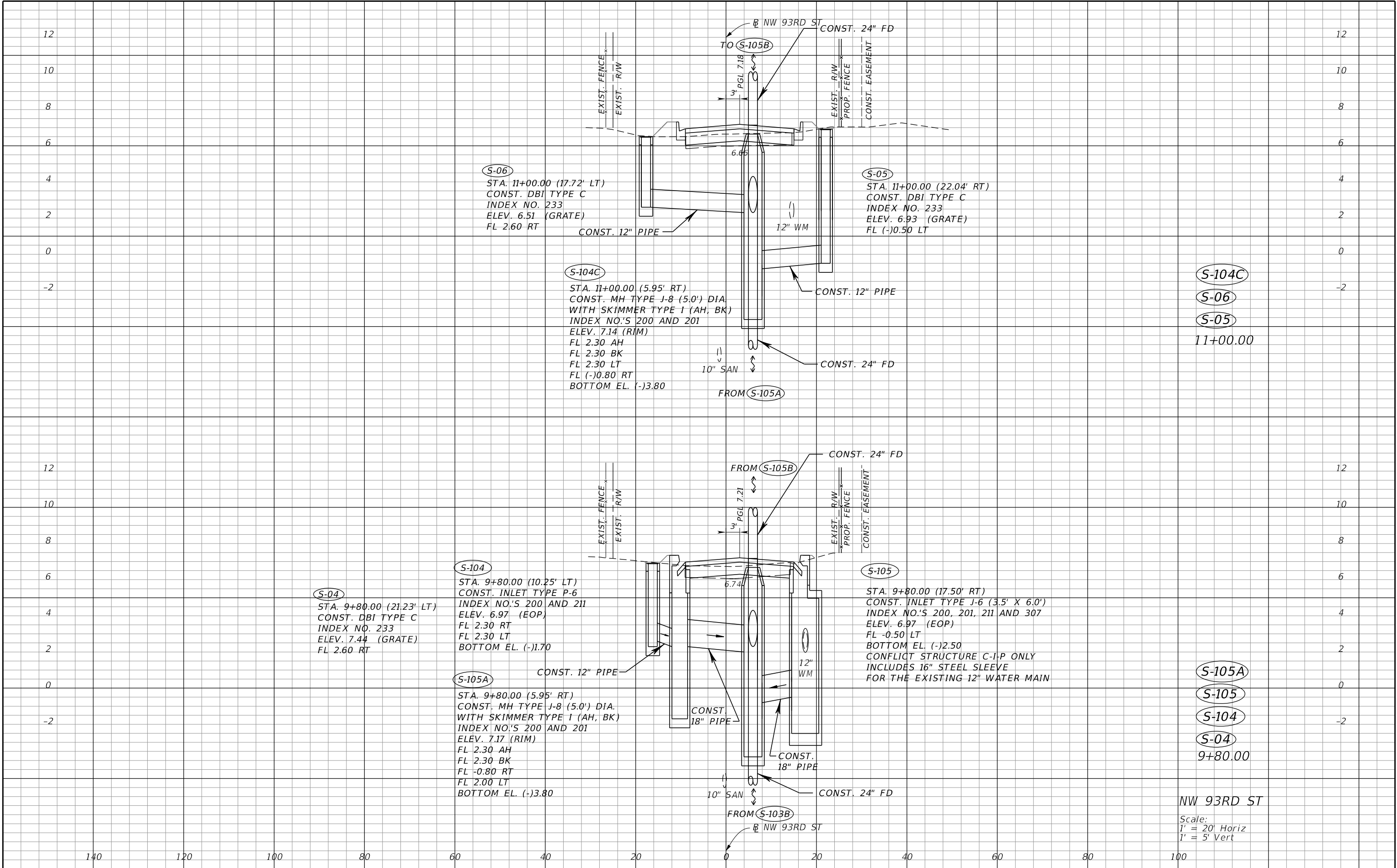
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DATE	DESCRIPTION	DATE	DESCRIPTION				



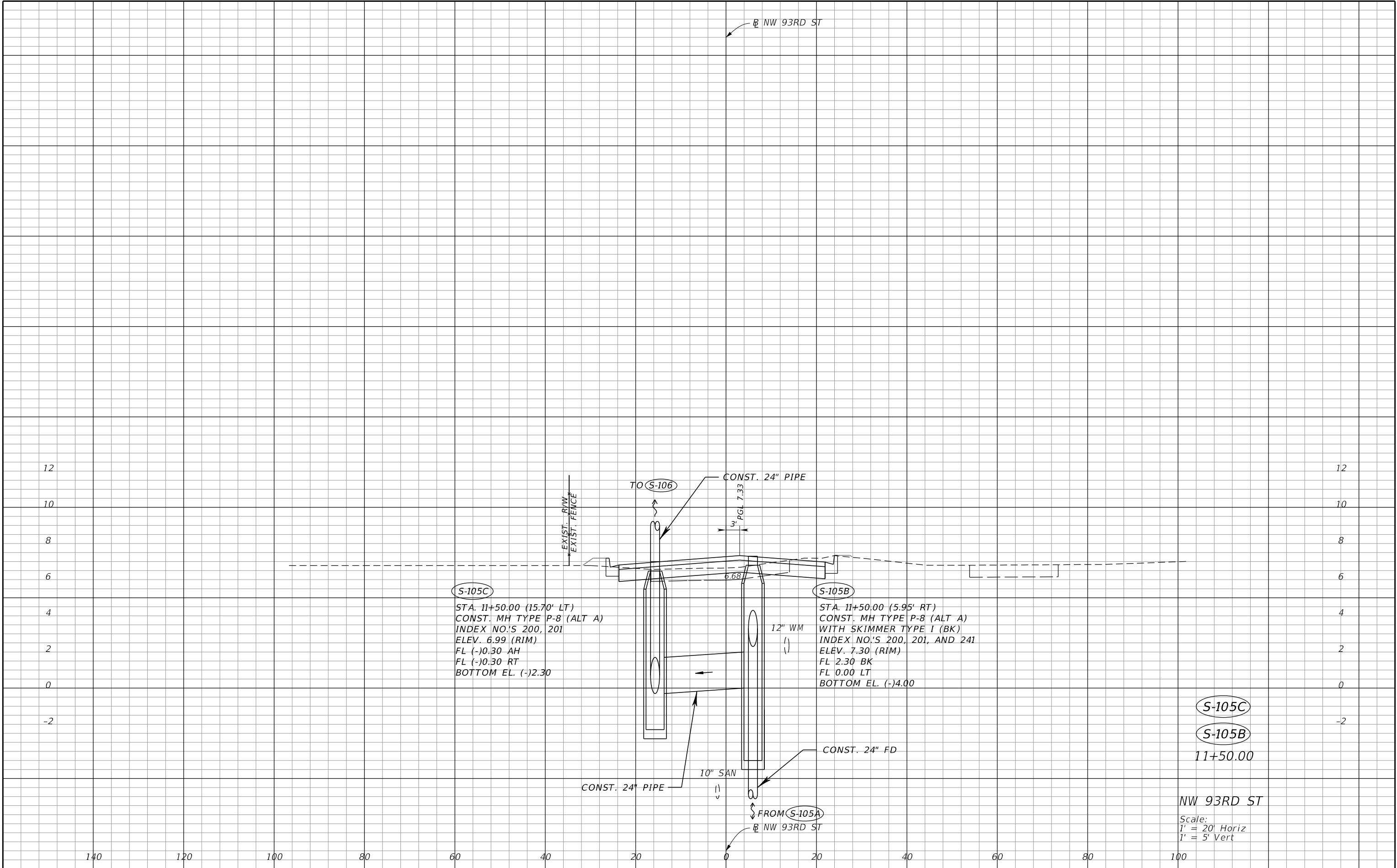
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COUNTY	OCP No														
MIAMI-DADE	SW-0103														
COUNTY	OCP No														
MIAMI-DADE	SW-0103														
DATE	DESCRIPTION	DATE	DESCRIPTION												
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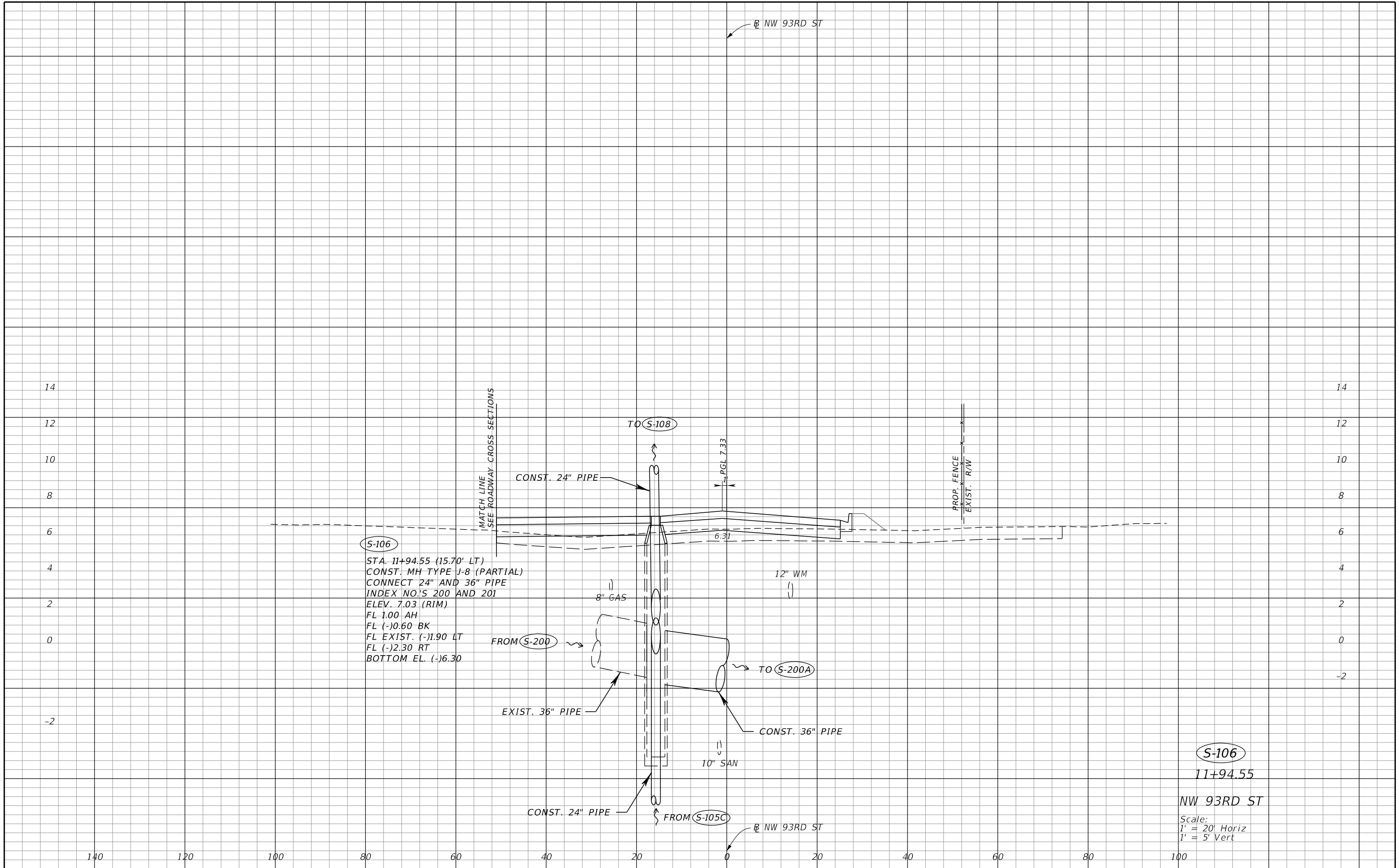
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COUNTY	OCP No										
MIAMI-DADE	SW-0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			41					



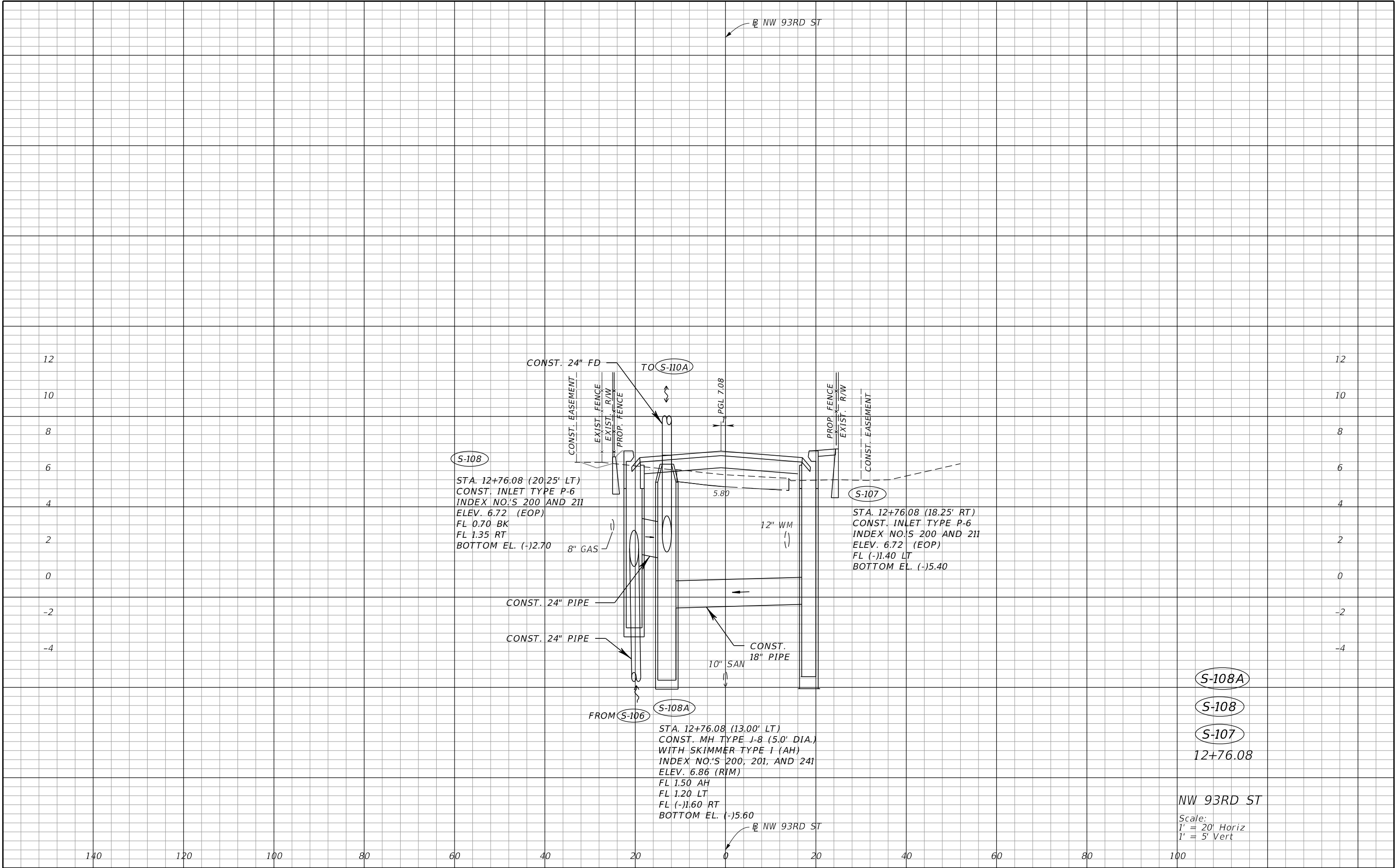
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DATE	DESCRIPTION	DATE	DESCRIPTION				
							42



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DATE	DESCRIPTION	DATE	DESCRIPTION				
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DATE	DESCRIPTION	DATE	DESCRIPTION



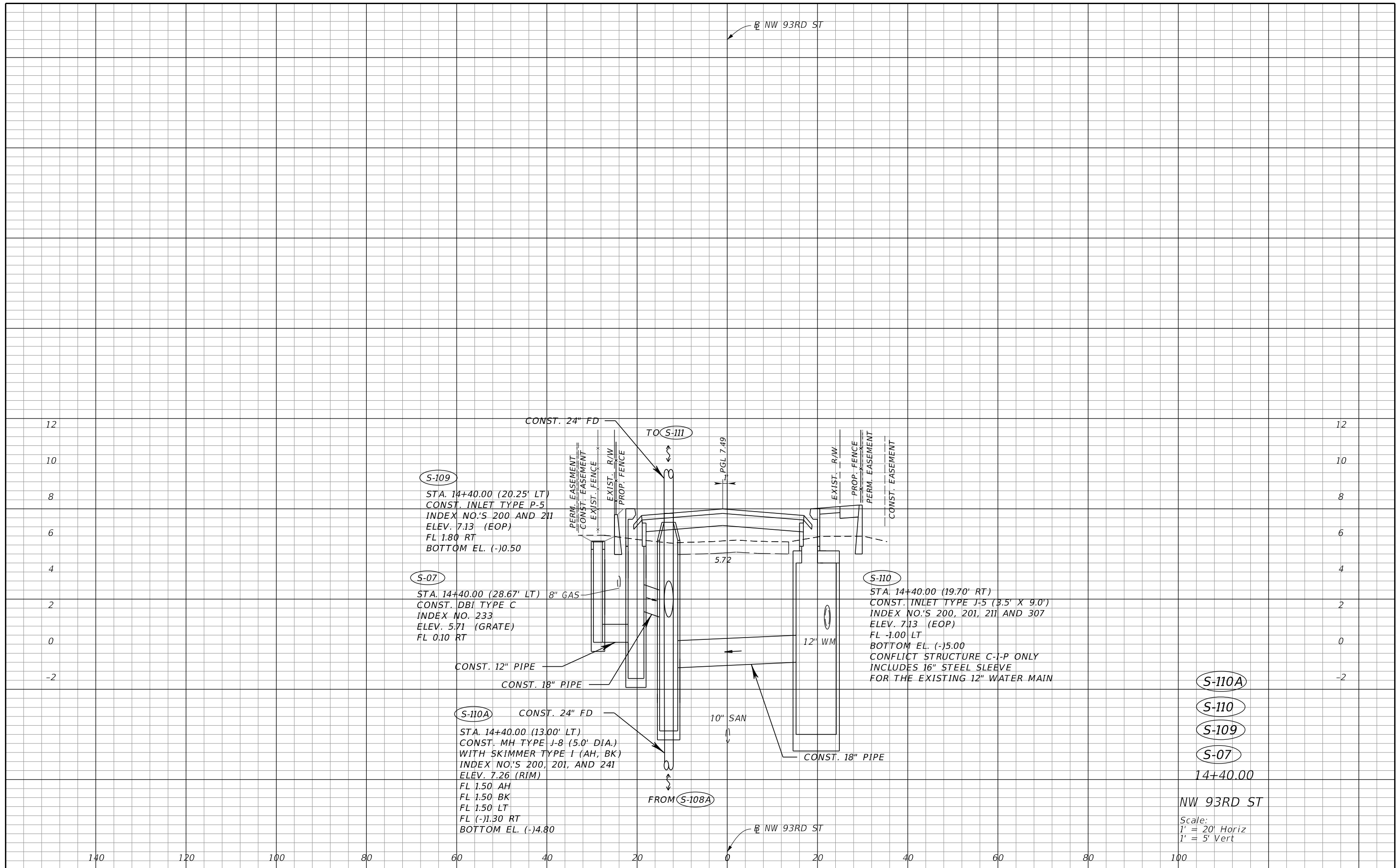
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TOWN OF MEDLEY	
COUNTY	OCP No
MIAMI-DADE	SW-0103

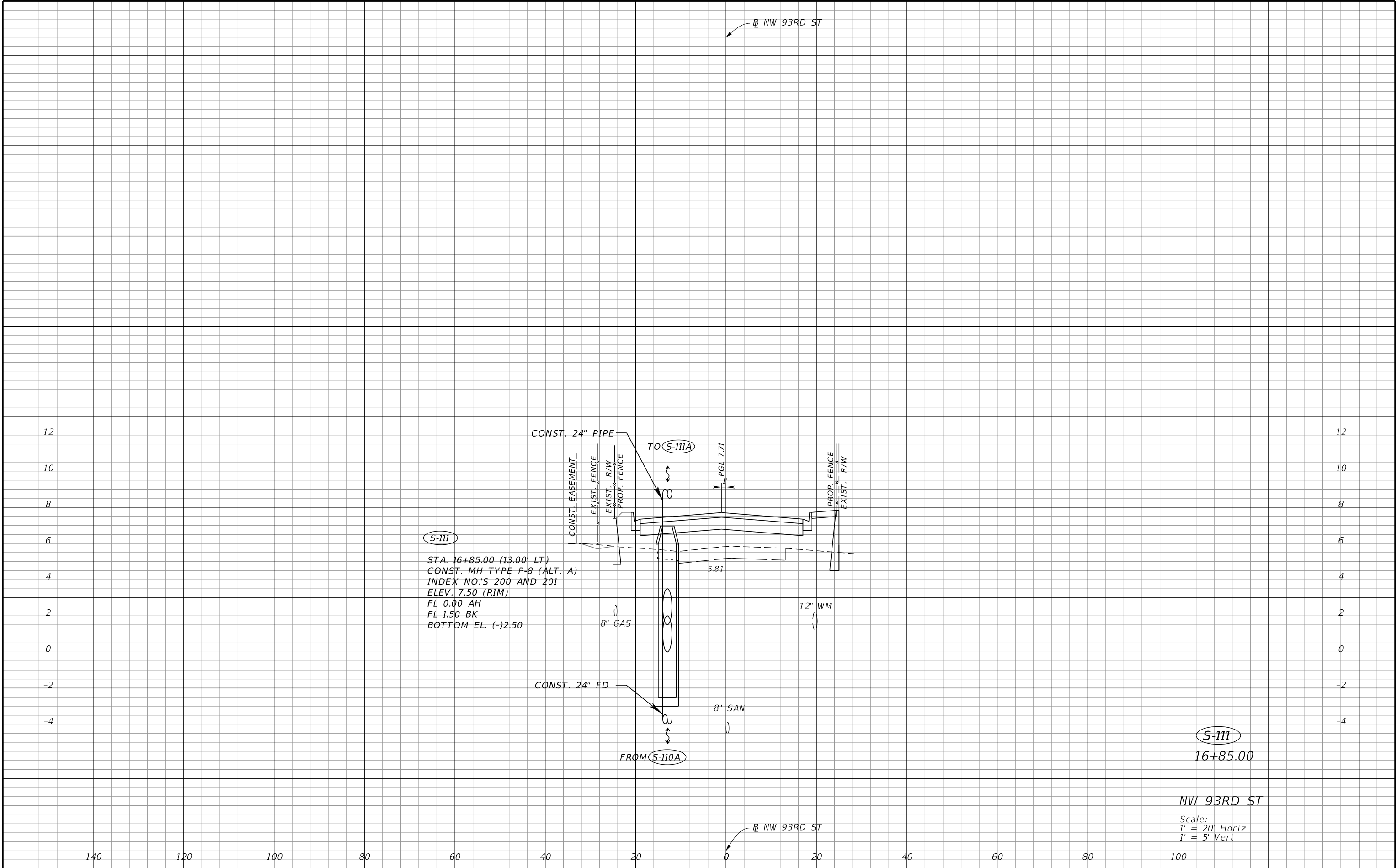
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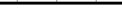
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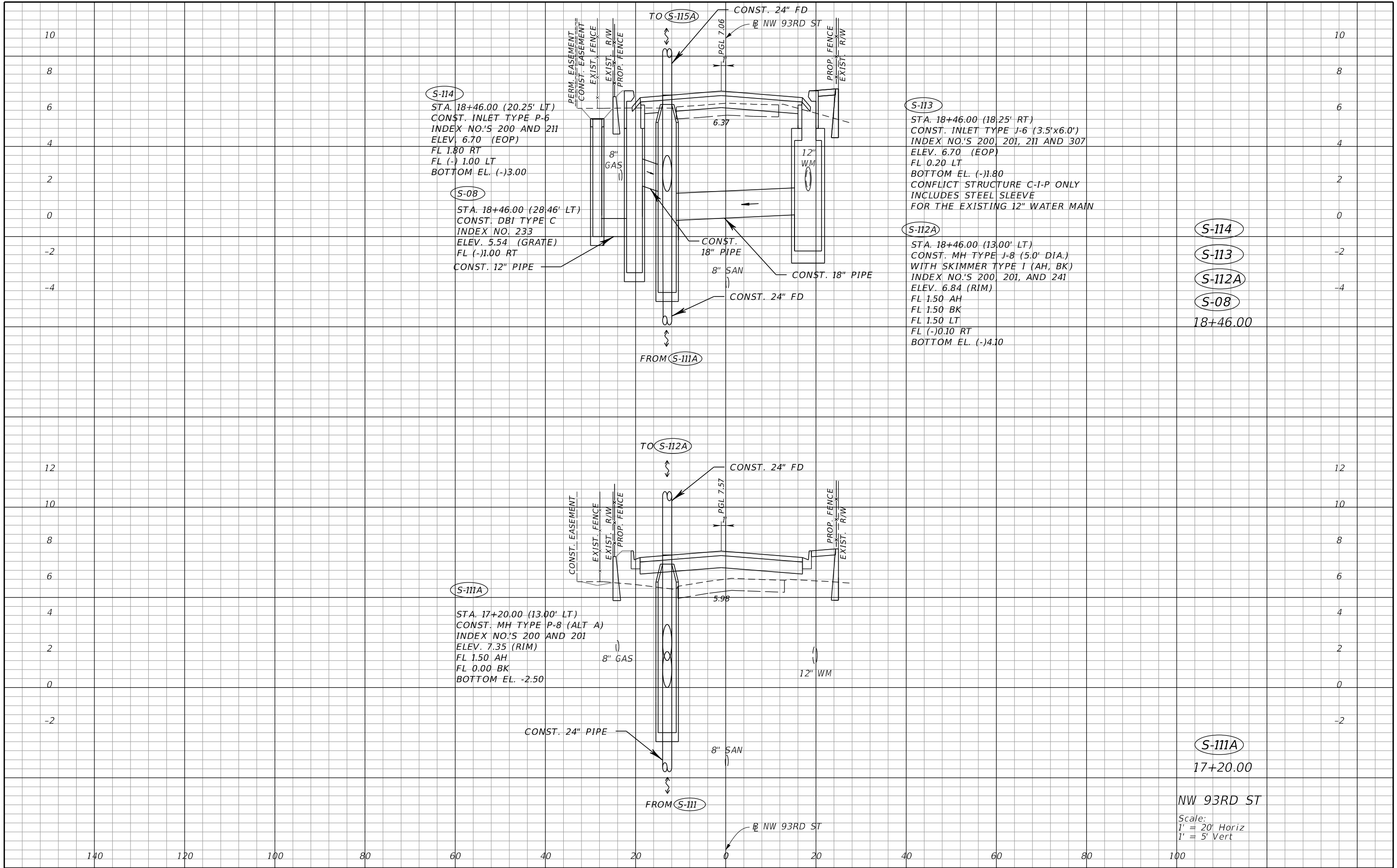
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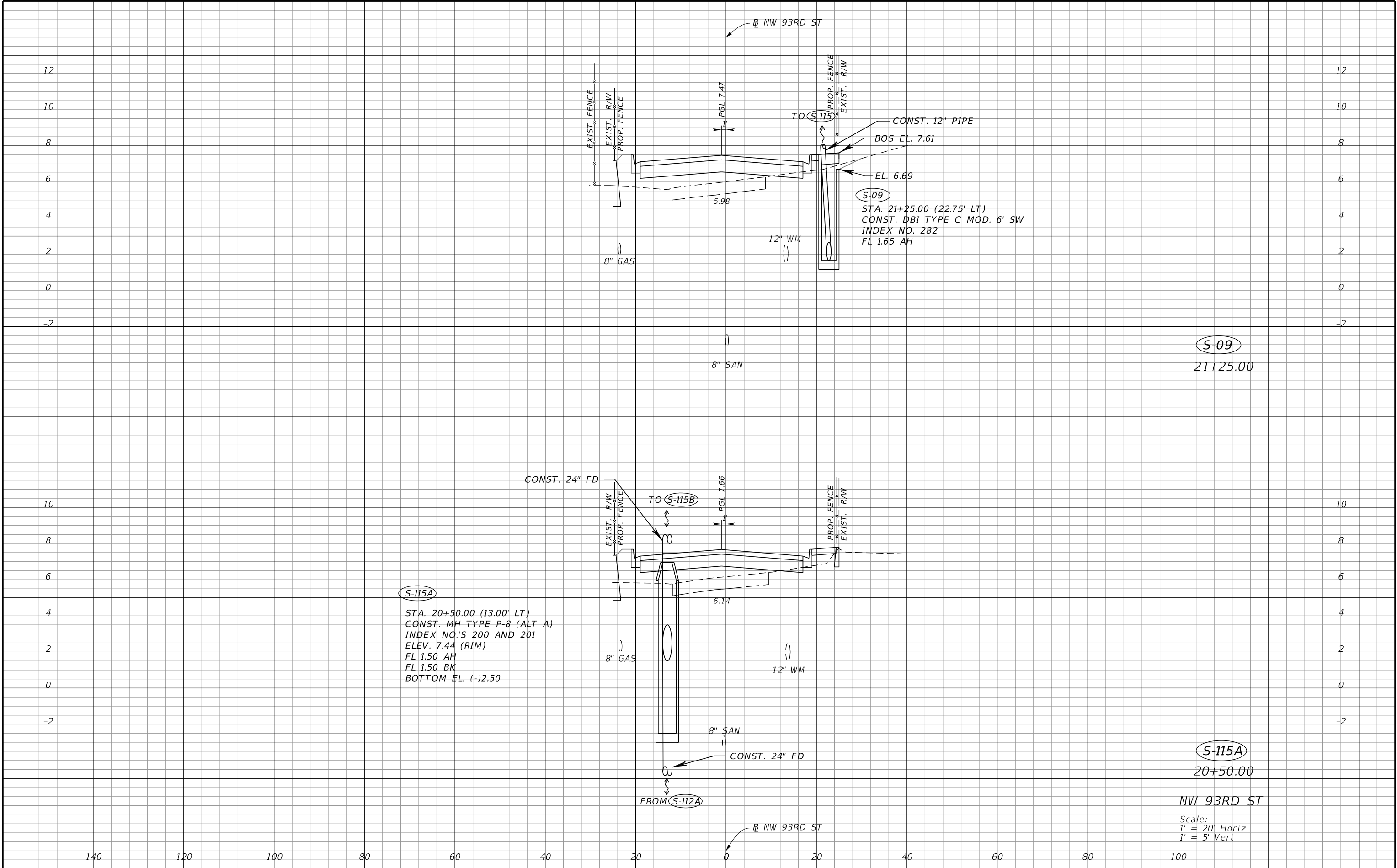
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DATE	DESCRIPTION	DATE	DESCRIPTION				46



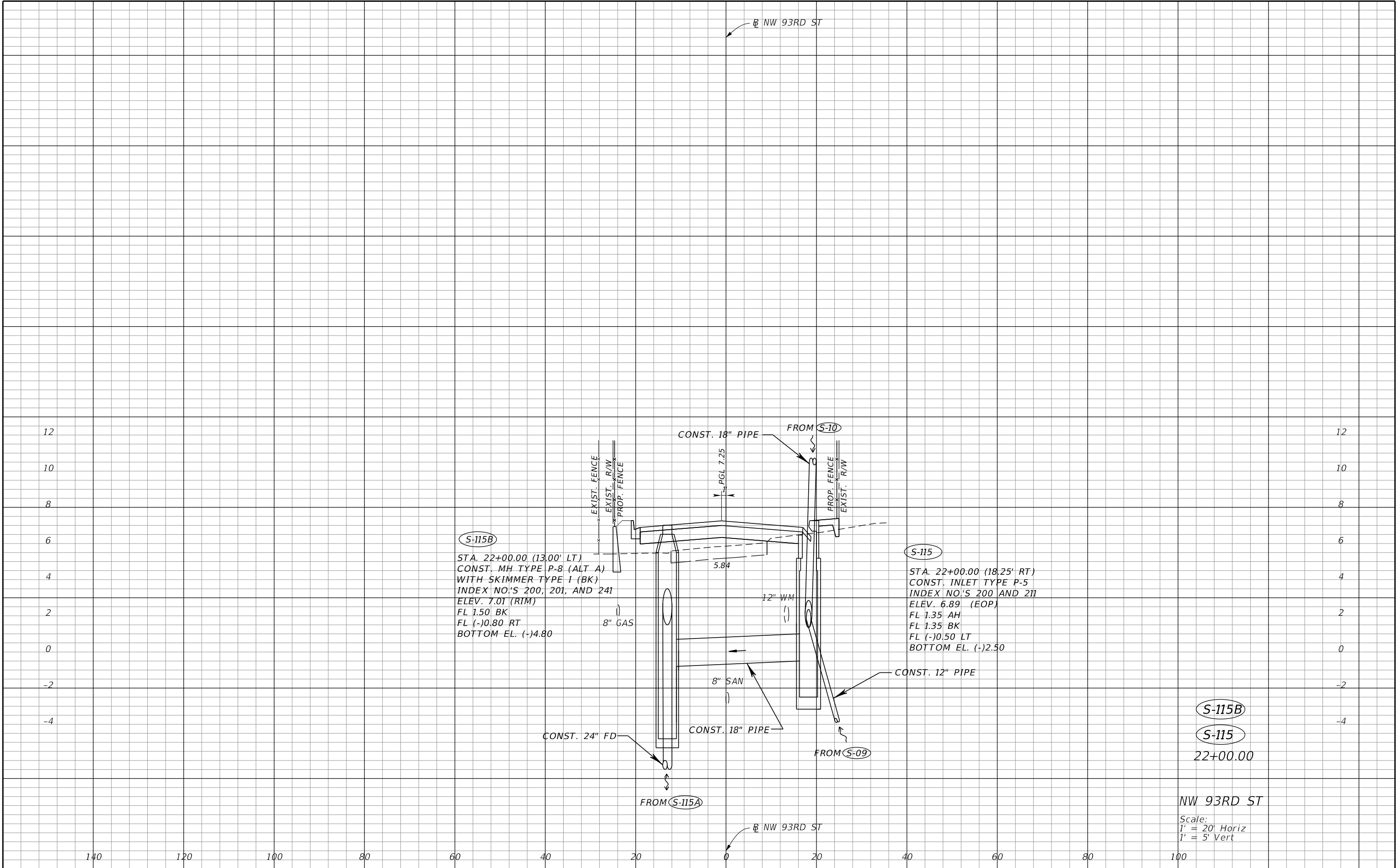
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DATE	DESCRIPTION	DATE	DESCRIPTION				47



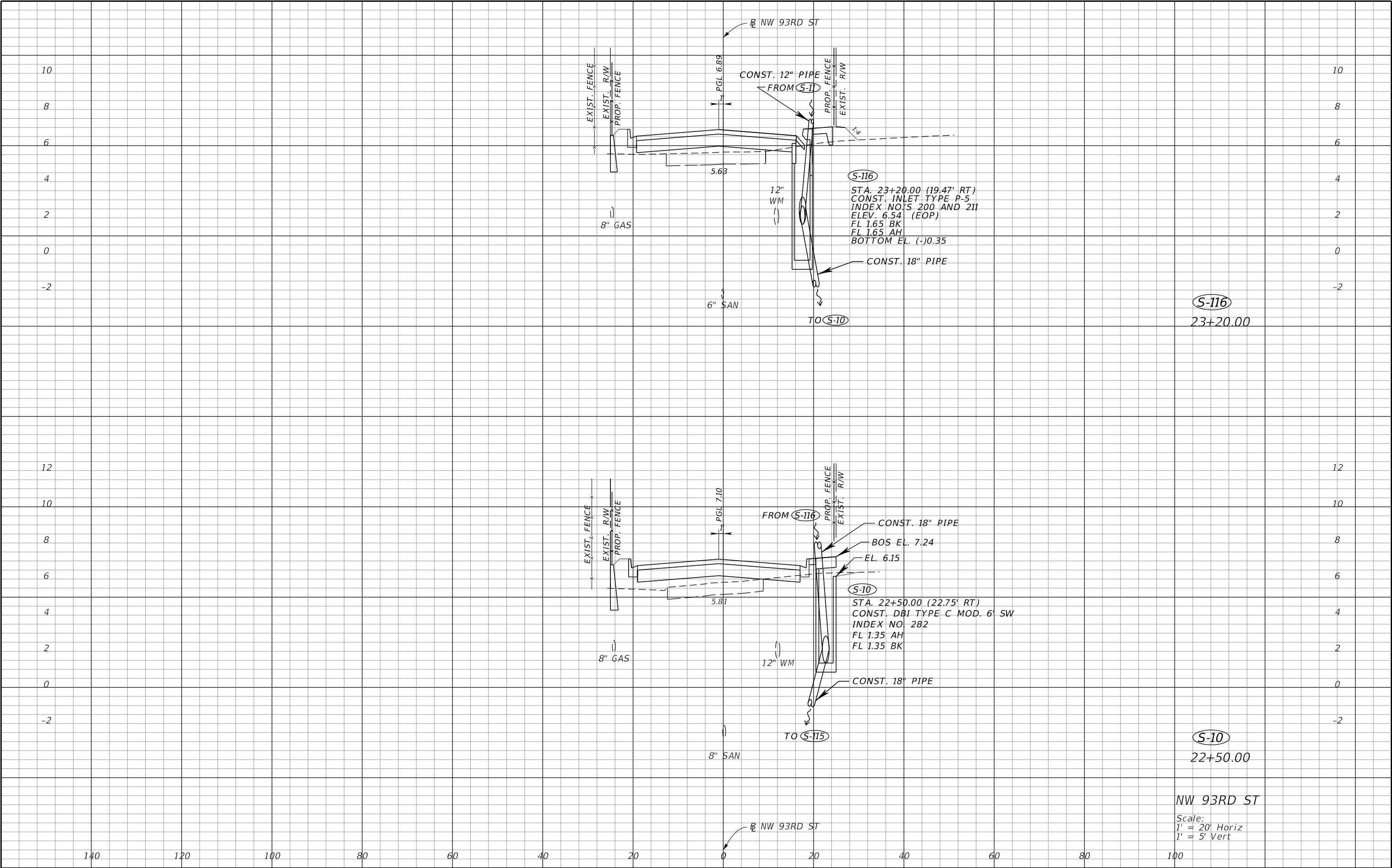
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DATE	DESCRIPTION	DATE	DESCRIPTION				



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COUNTY	OCP No										
MIAMI-DADE	SW-0103										
DATE	DESCRIPTION	DATE	DESCRIPTION								
			49								



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MIAMI-DADE	SW-0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			50					



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



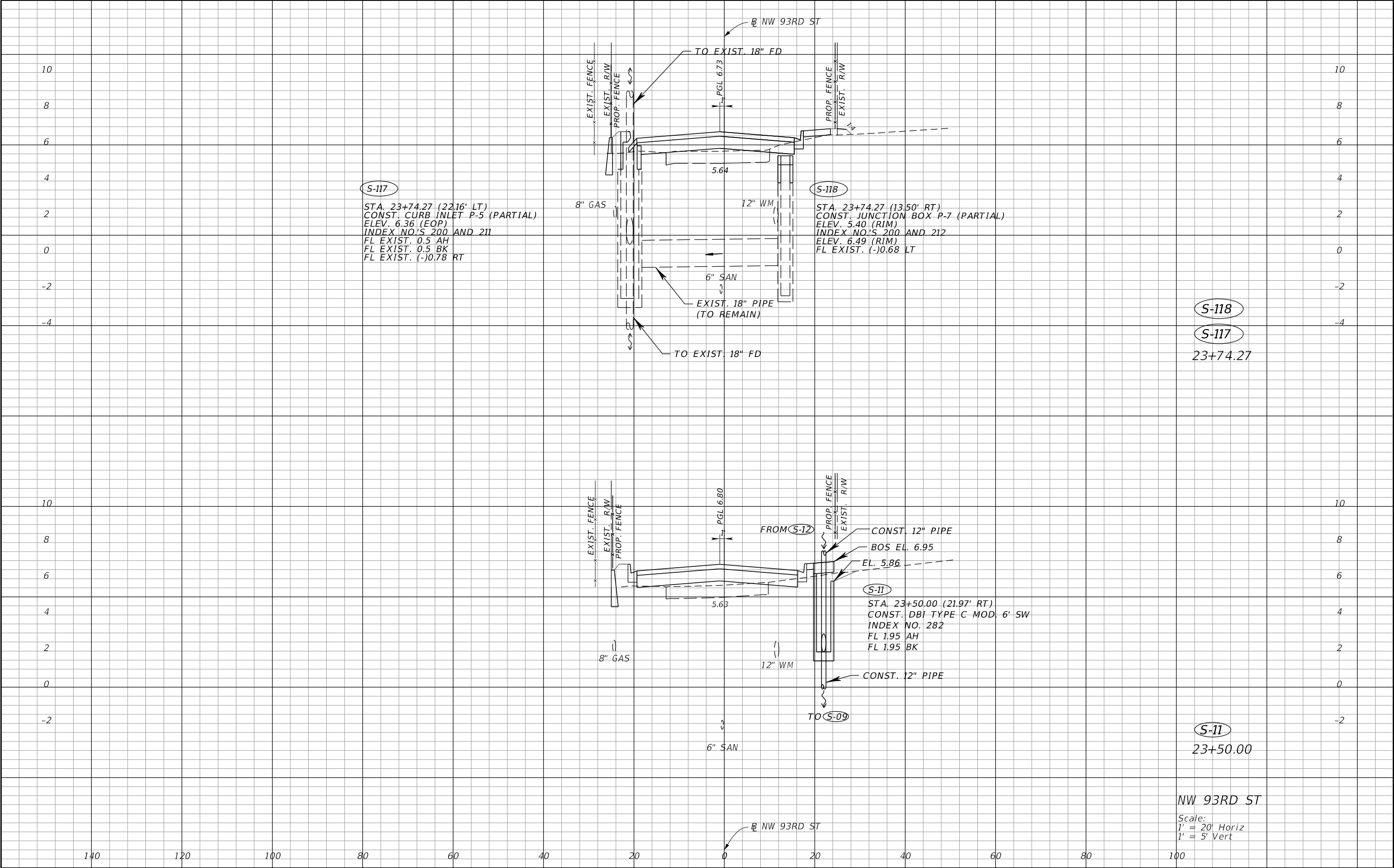
Certificate Of Authorization No. 696
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TOWN OF MEDLEY	
COUNTY	OCP No
MIAMI-DADE	SW-0103

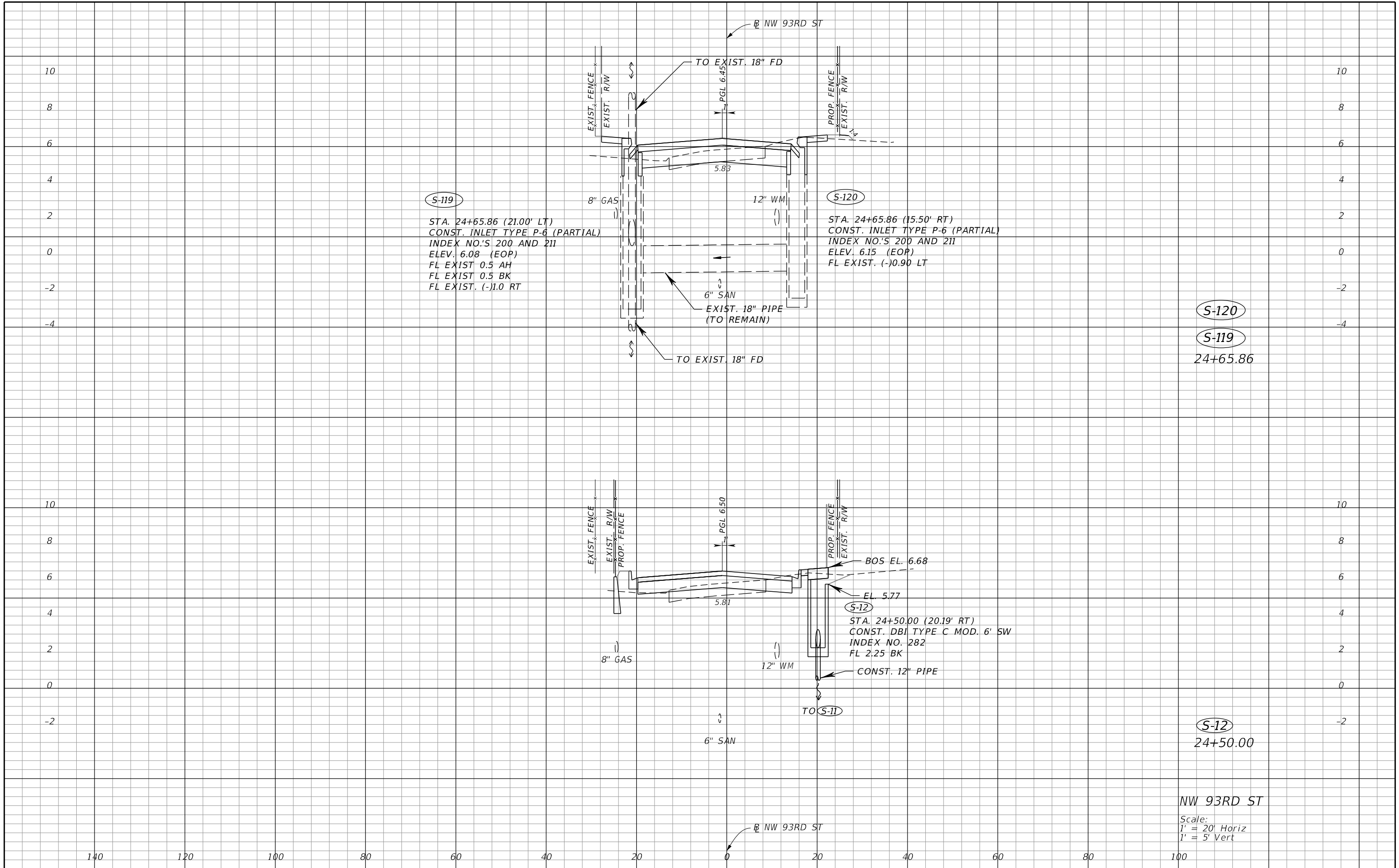
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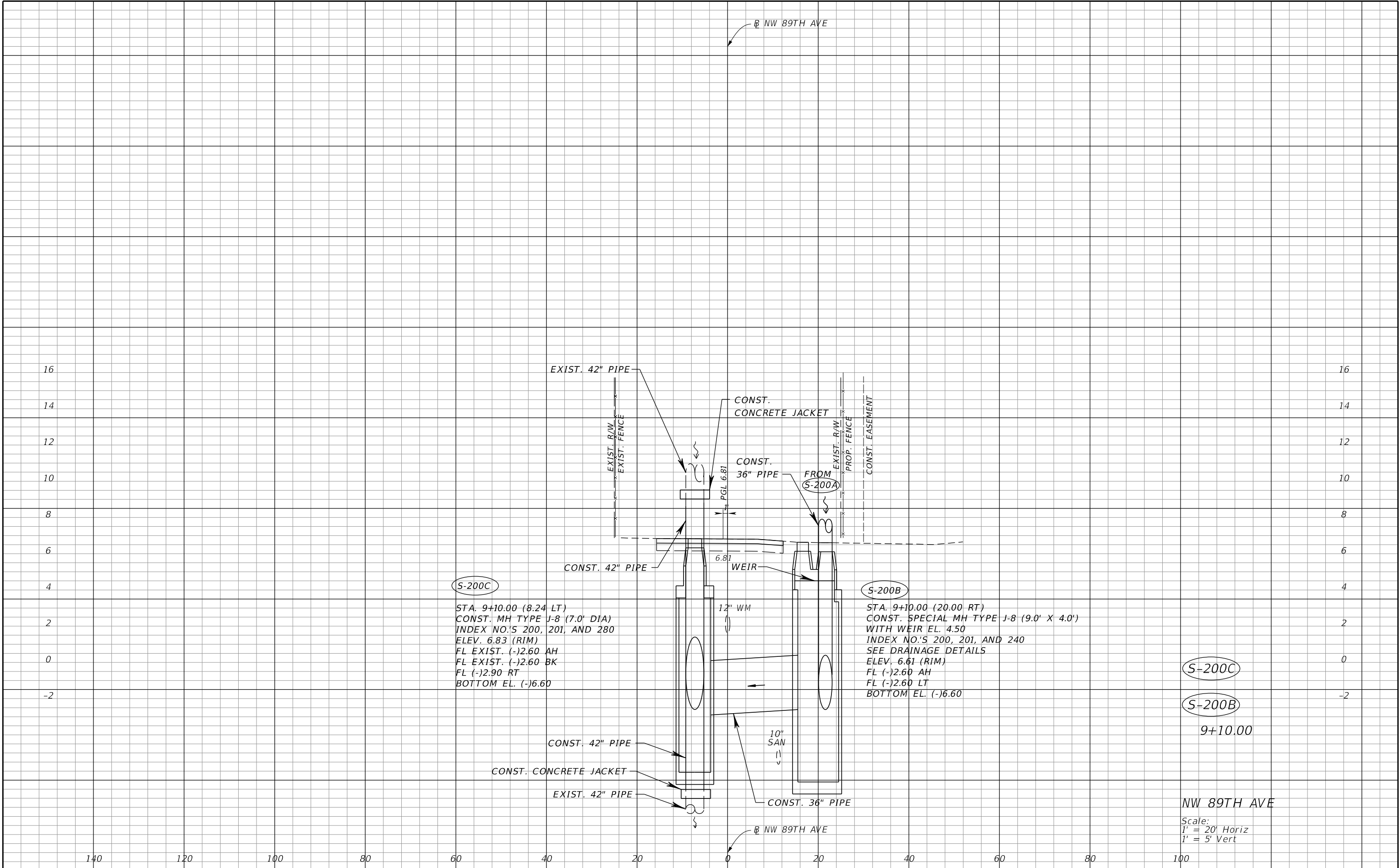
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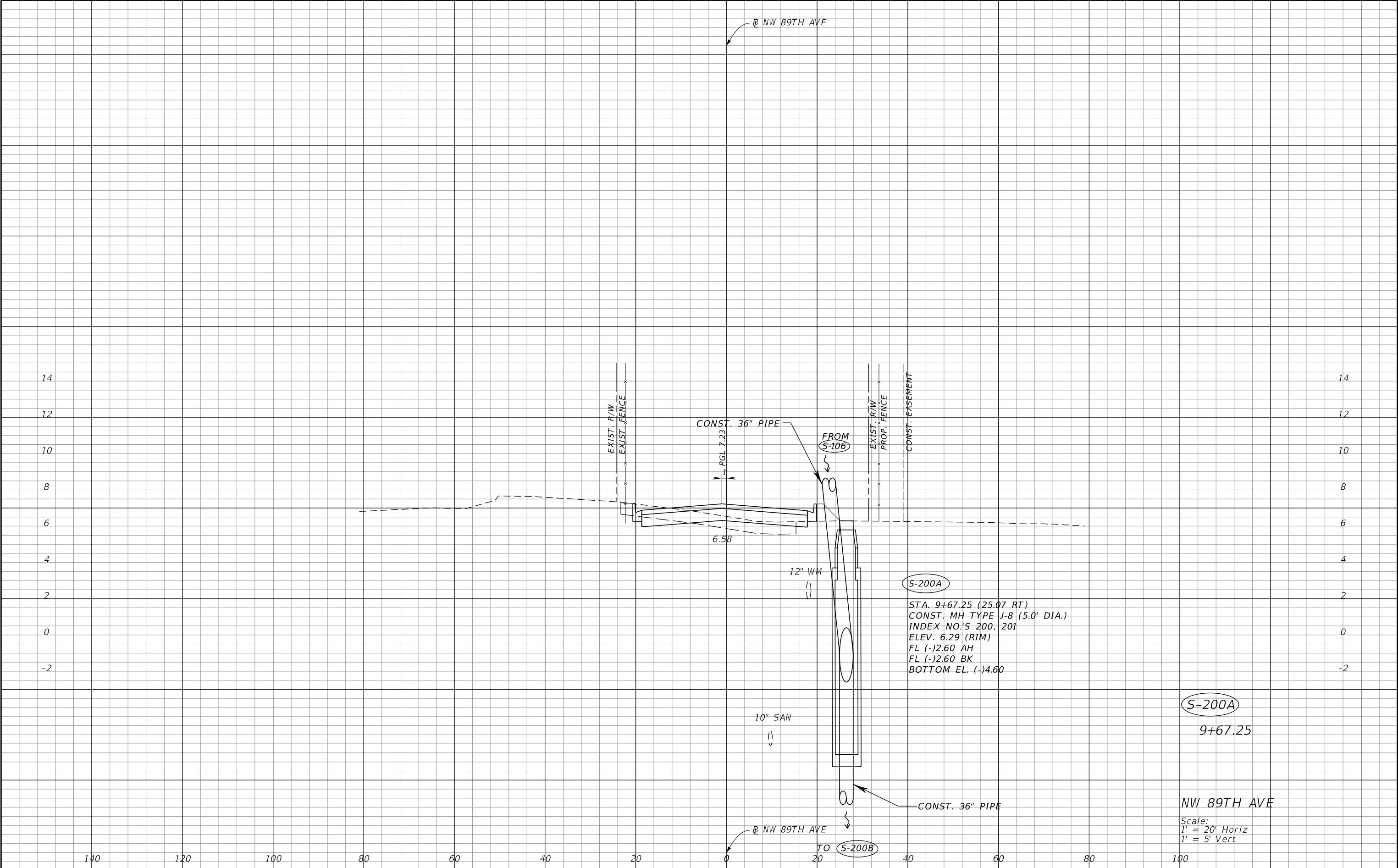
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COUNTY	OCP No										
MIAMI-DADE	SW-0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			52					



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DATE	DESCRIPTION	DATE	DESCRIPTION				
							53




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DATE	DESCRIPTION	DATE	DESCRIPTION								
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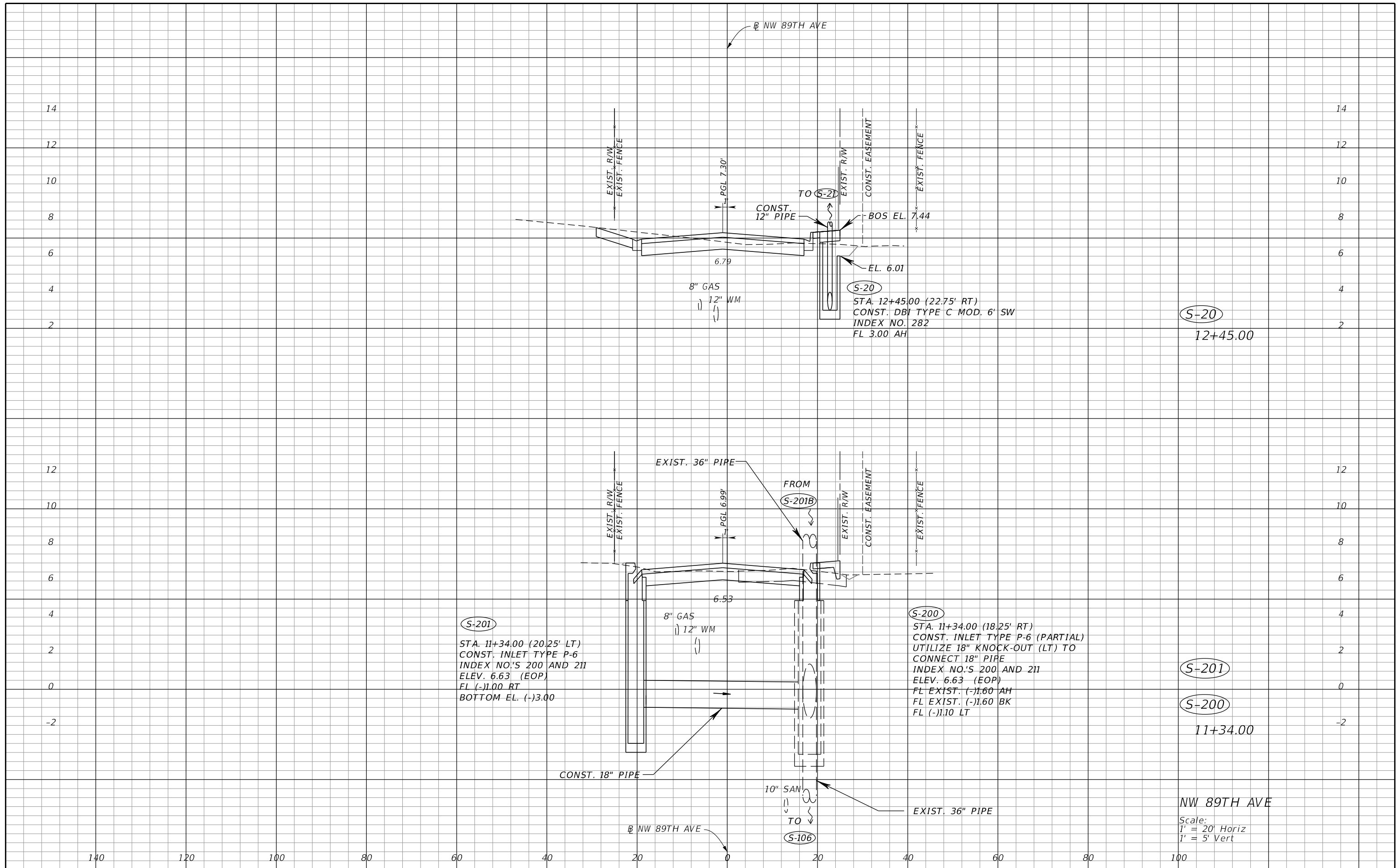


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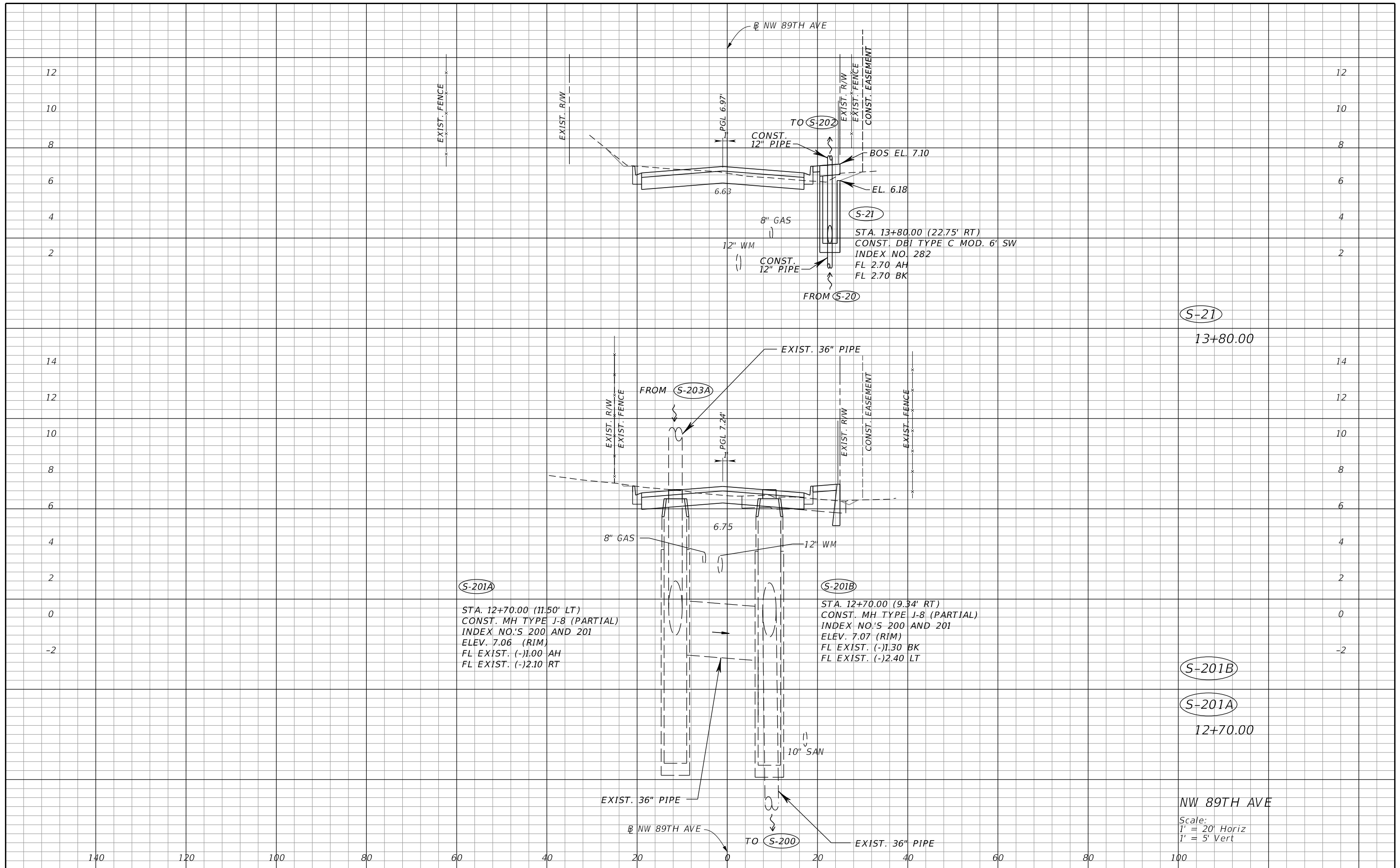
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COUNTY	OCP No
MIAMI-DADE	SW-0103

DRAINAGE STRUCTURES

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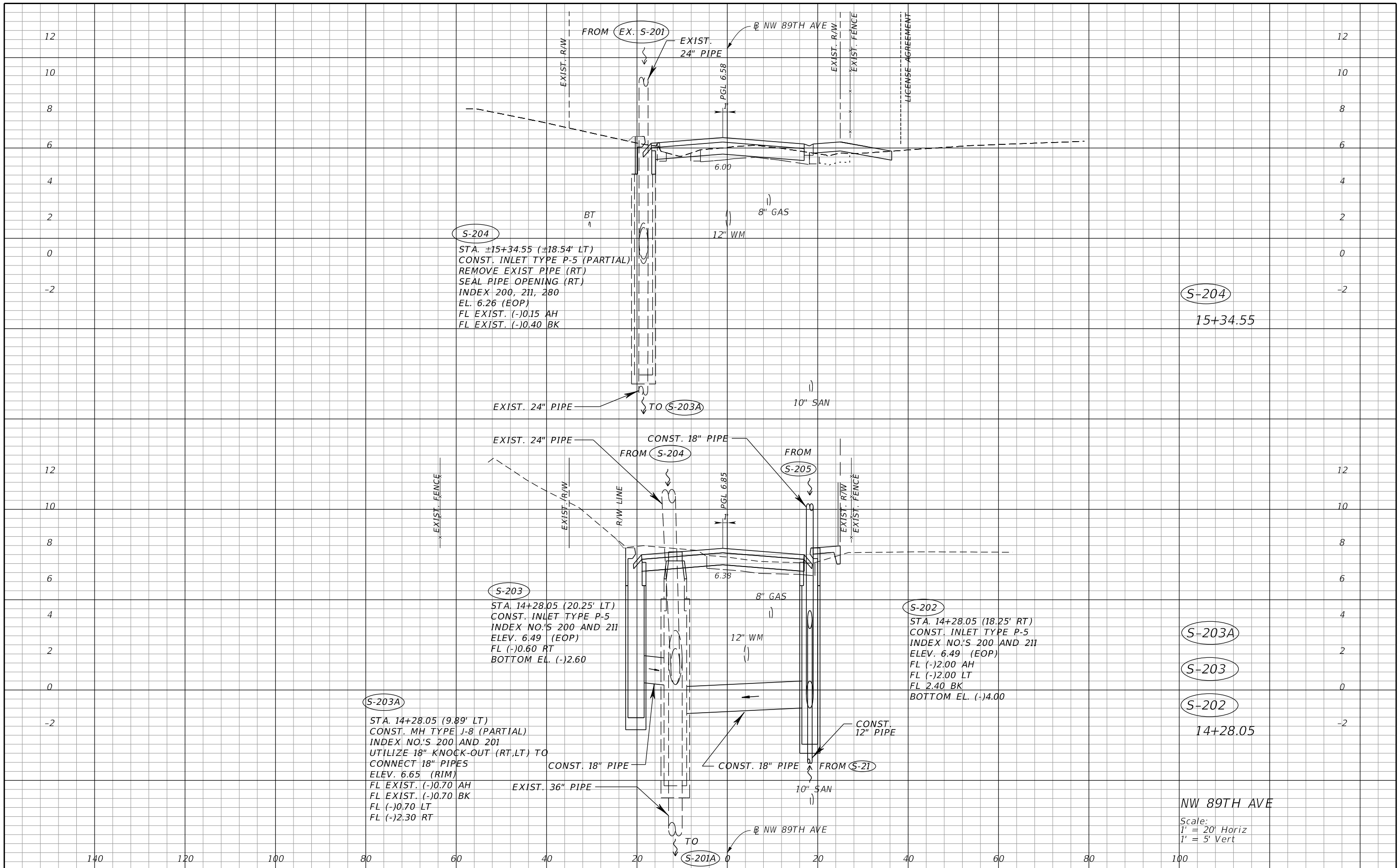
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COUNTY	OCP No										
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DATE	DESCRIPTION	DATE	DESCRIPTION			56					



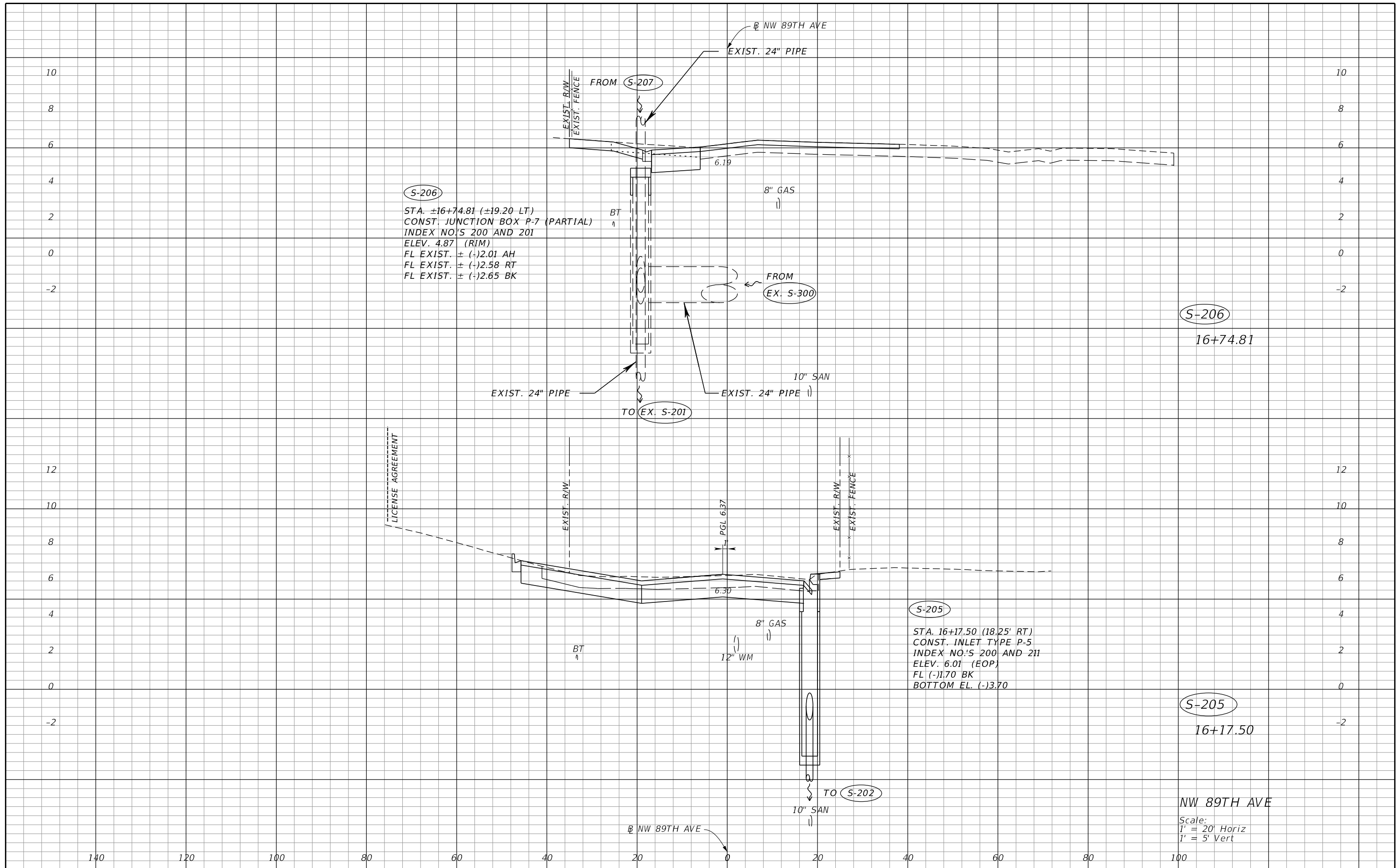
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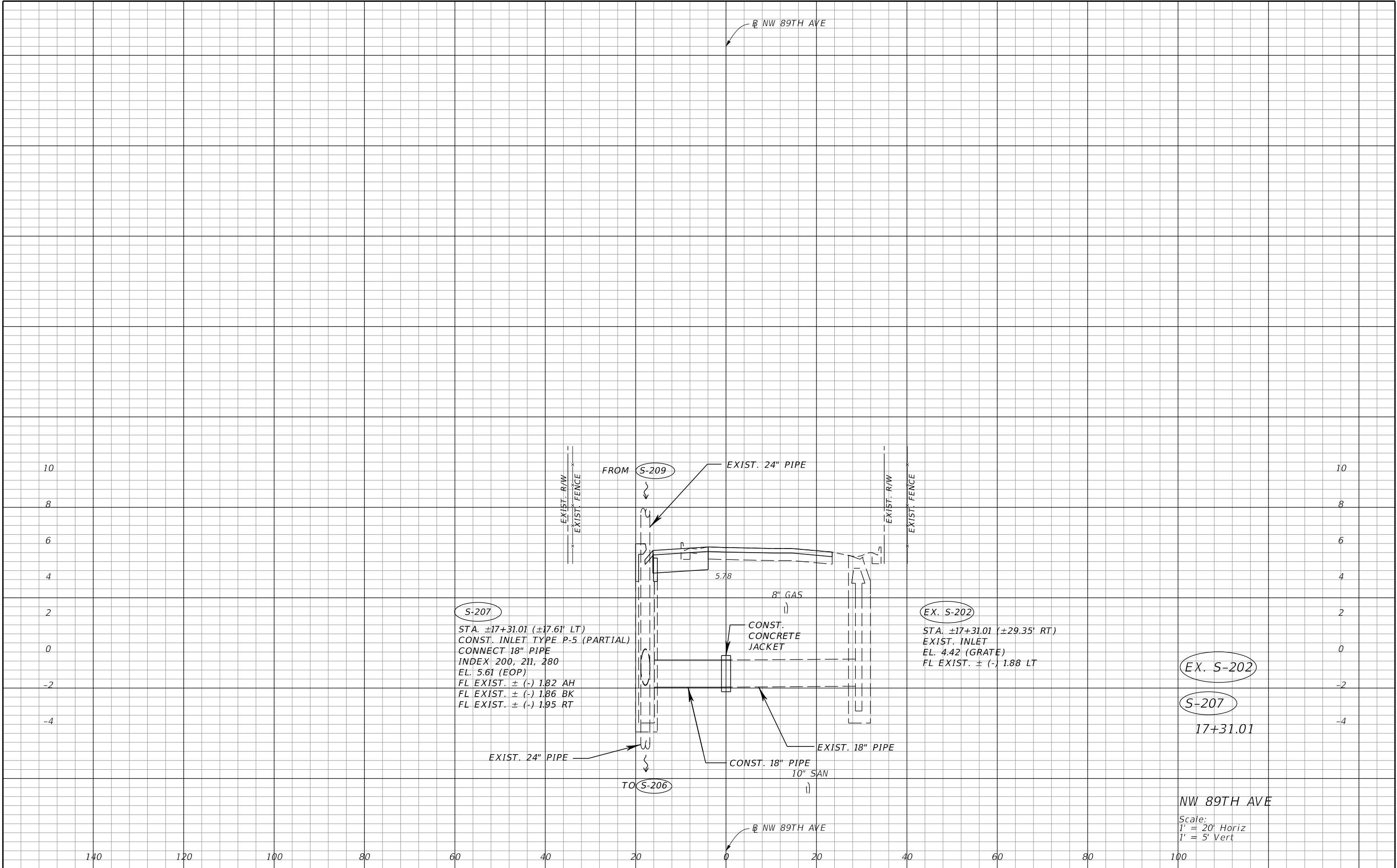
NW 89TH AVE
Scale:
1" = 20' Horiz
1" = 5' Vert





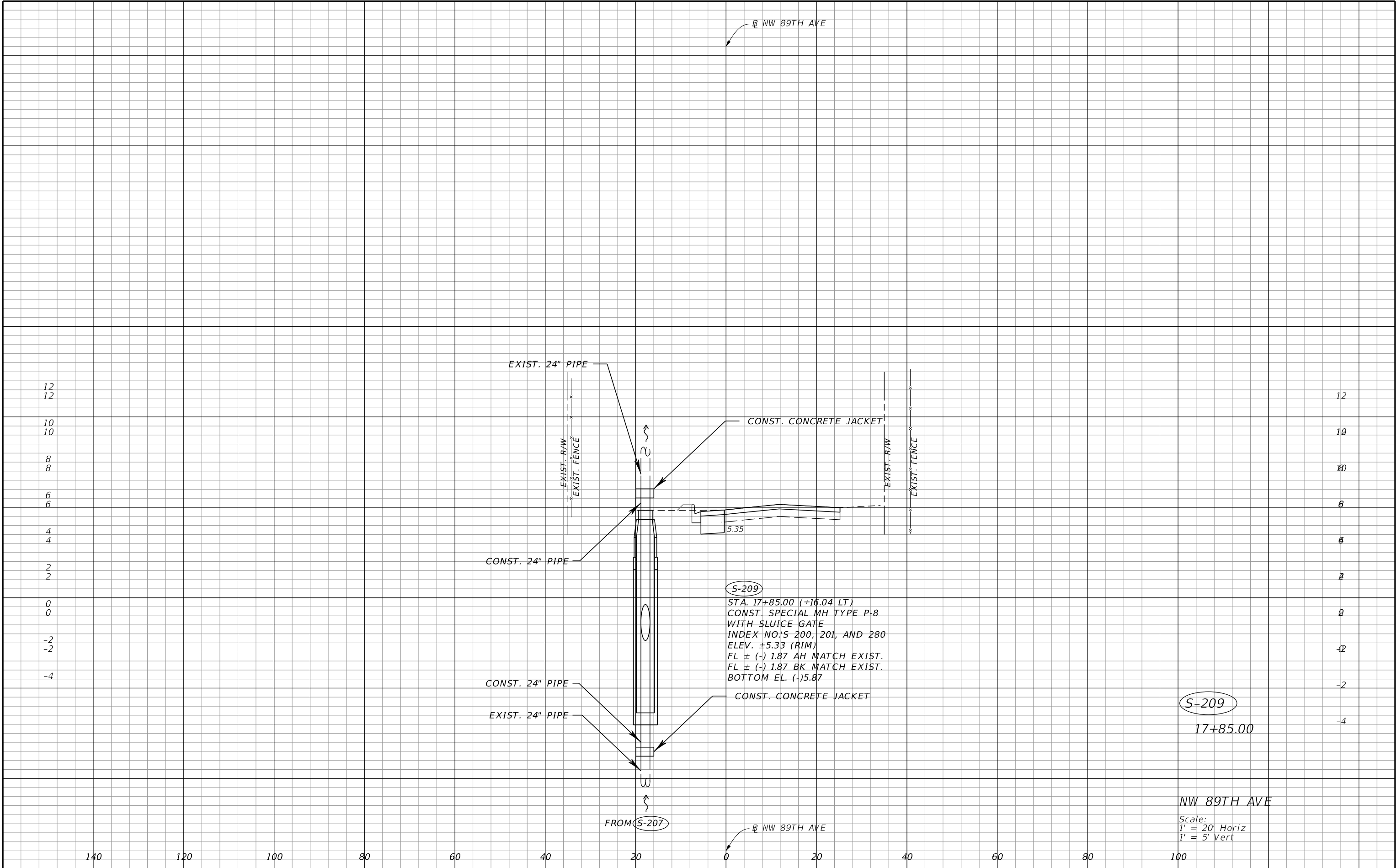
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DATE	DESCRIPTION	DATE	DESCRIPTION				58



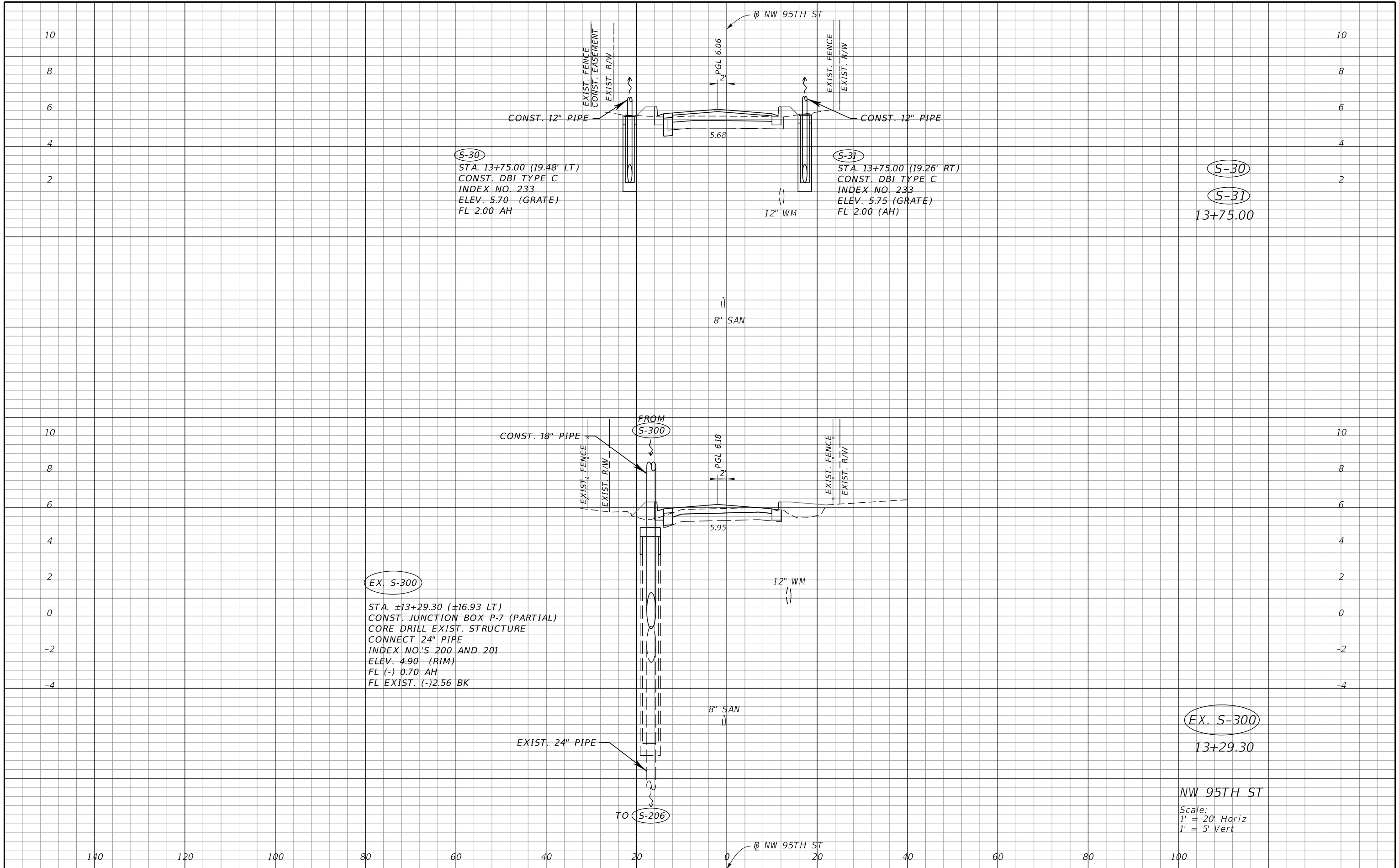
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DATE	DESCRIPTION	DATE	DESCRIPTION				
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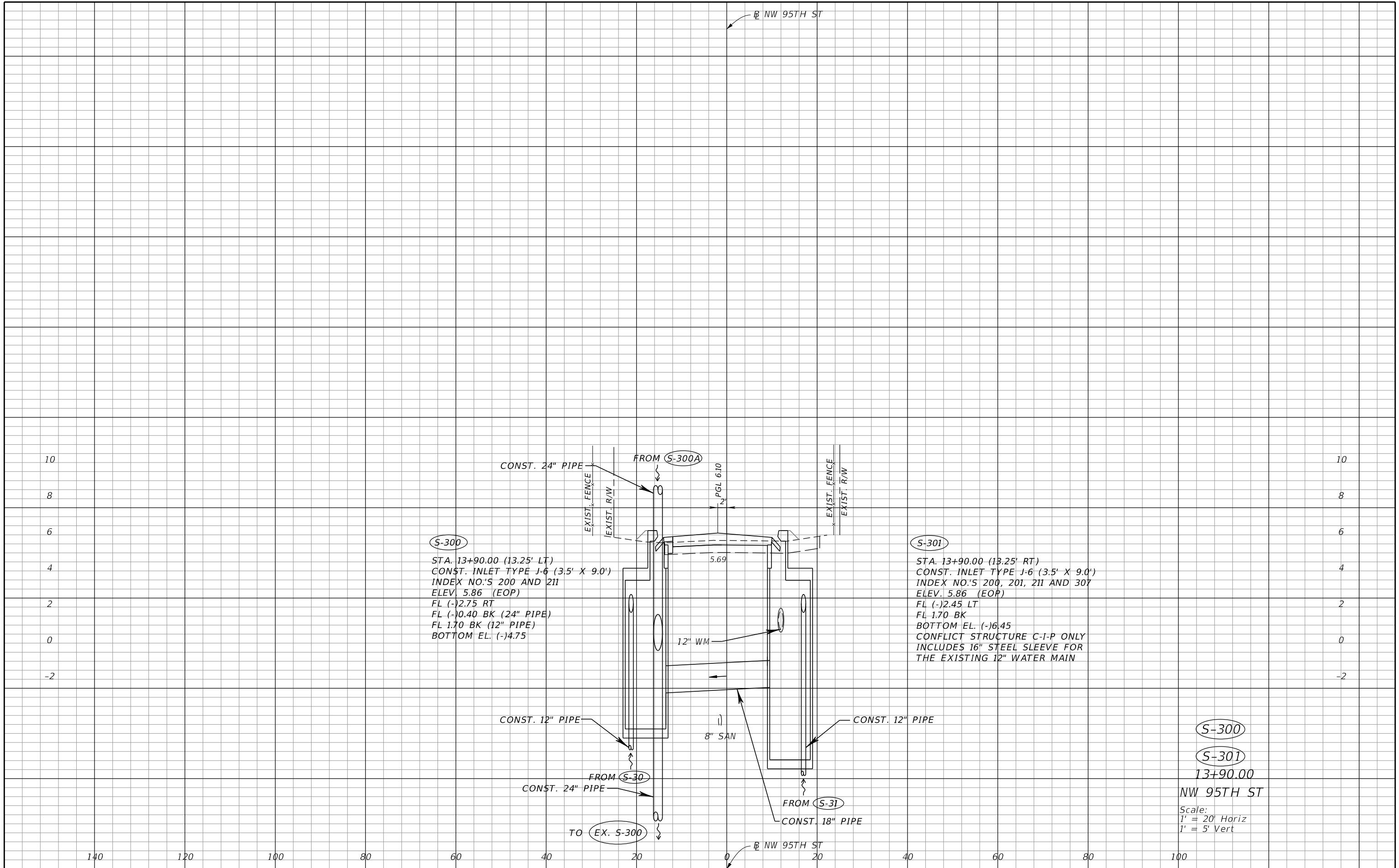
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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	OCP No			
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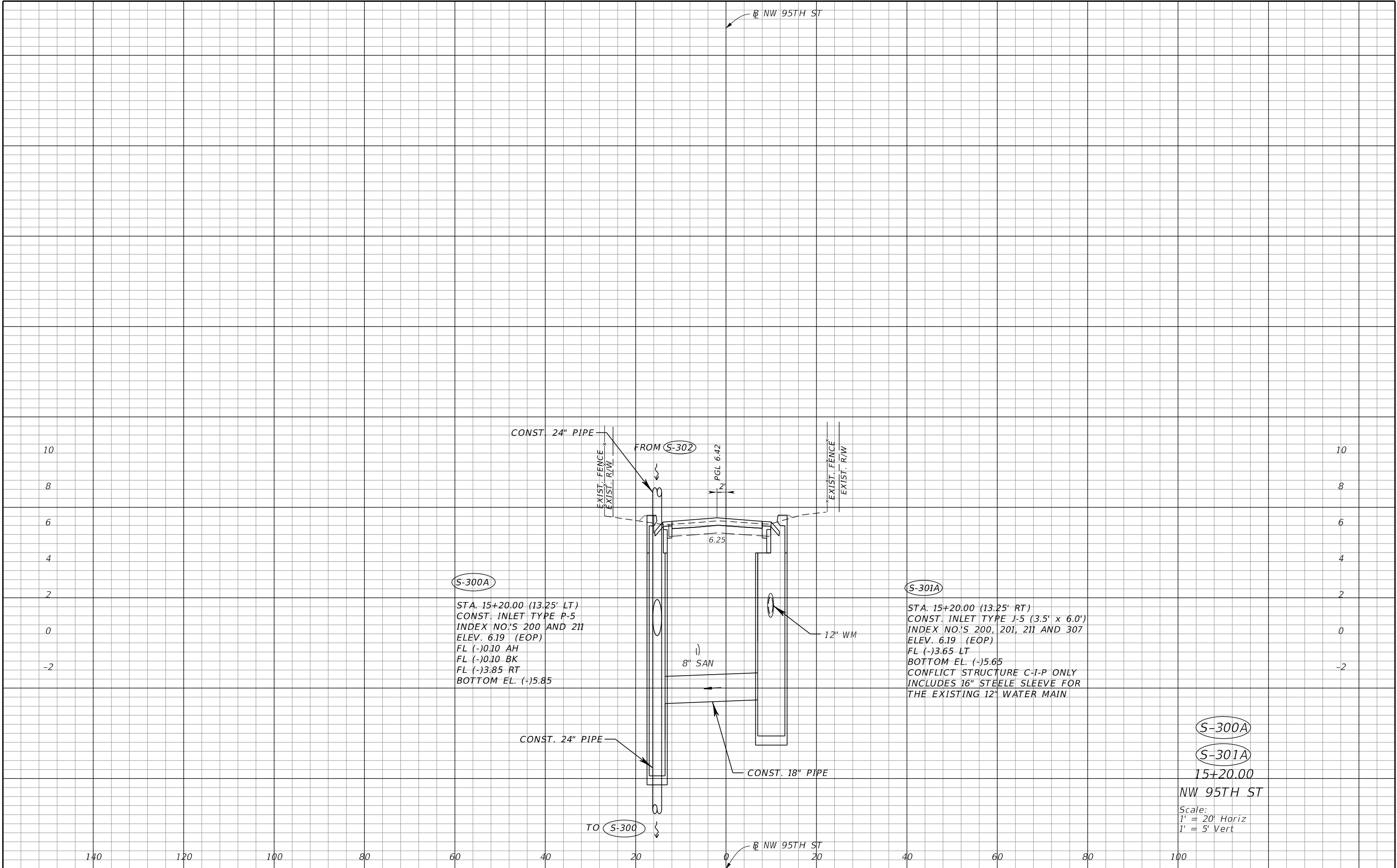
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DATE	DESCRIPTION	DATE	DESCRIPTION						
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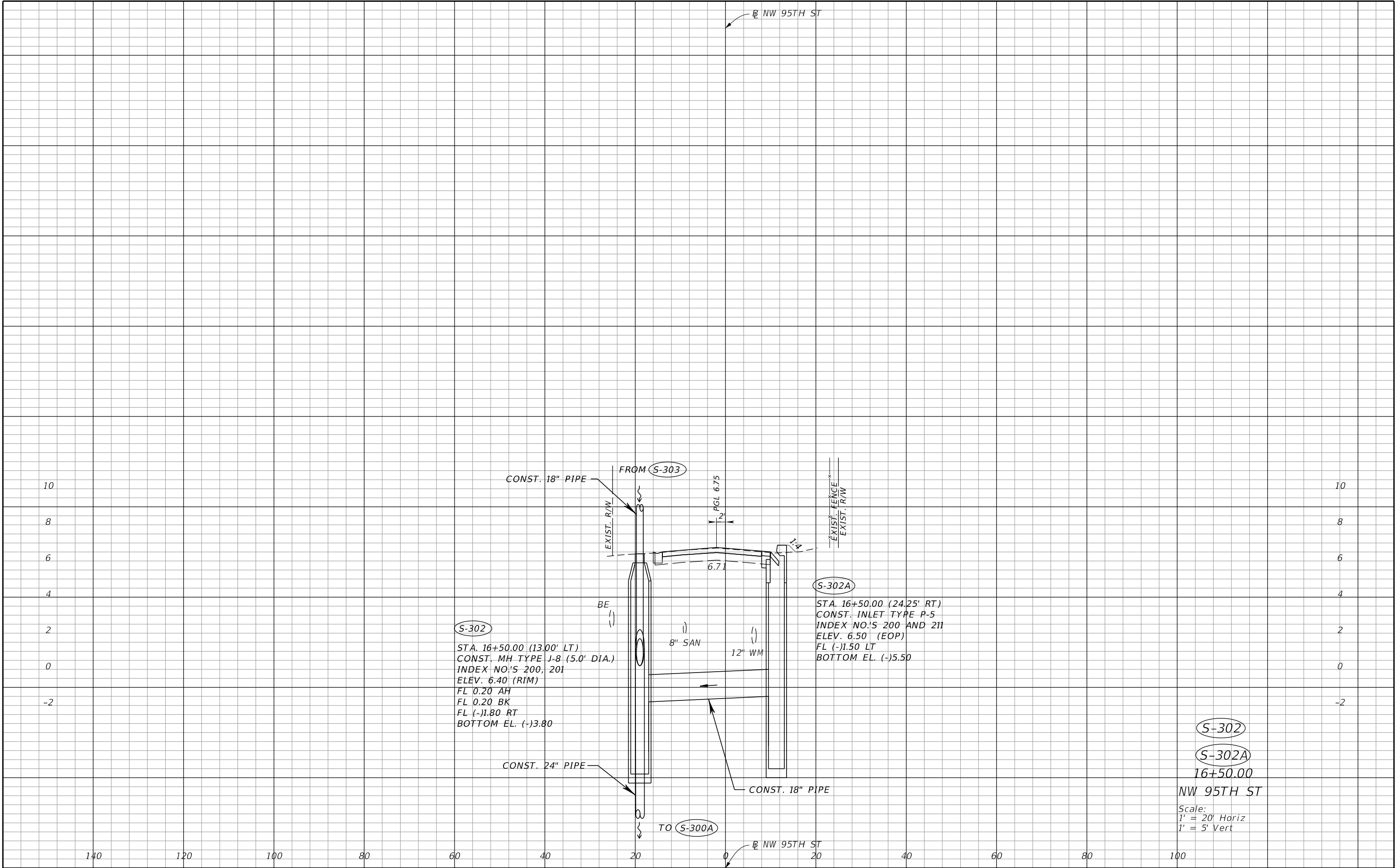
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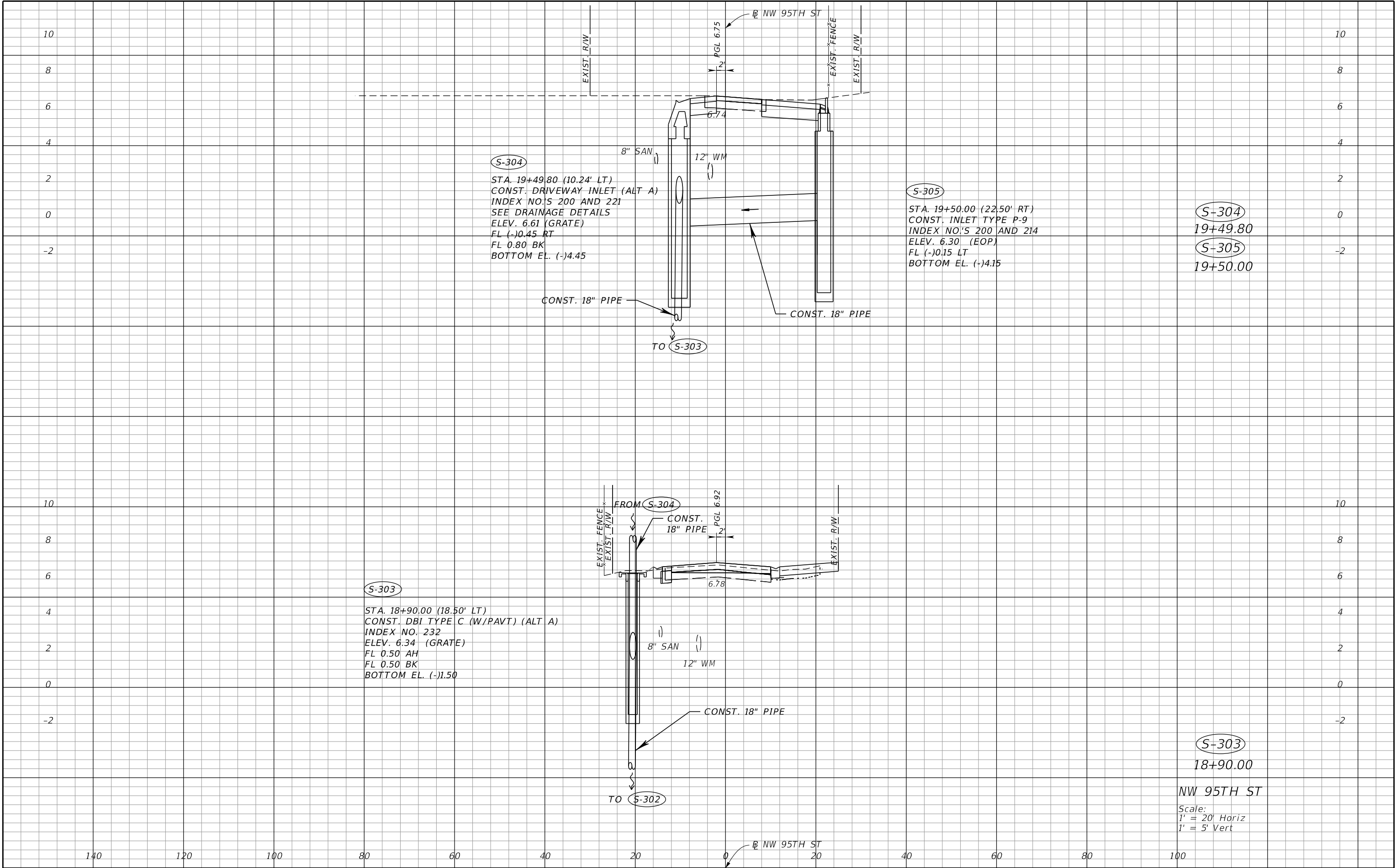
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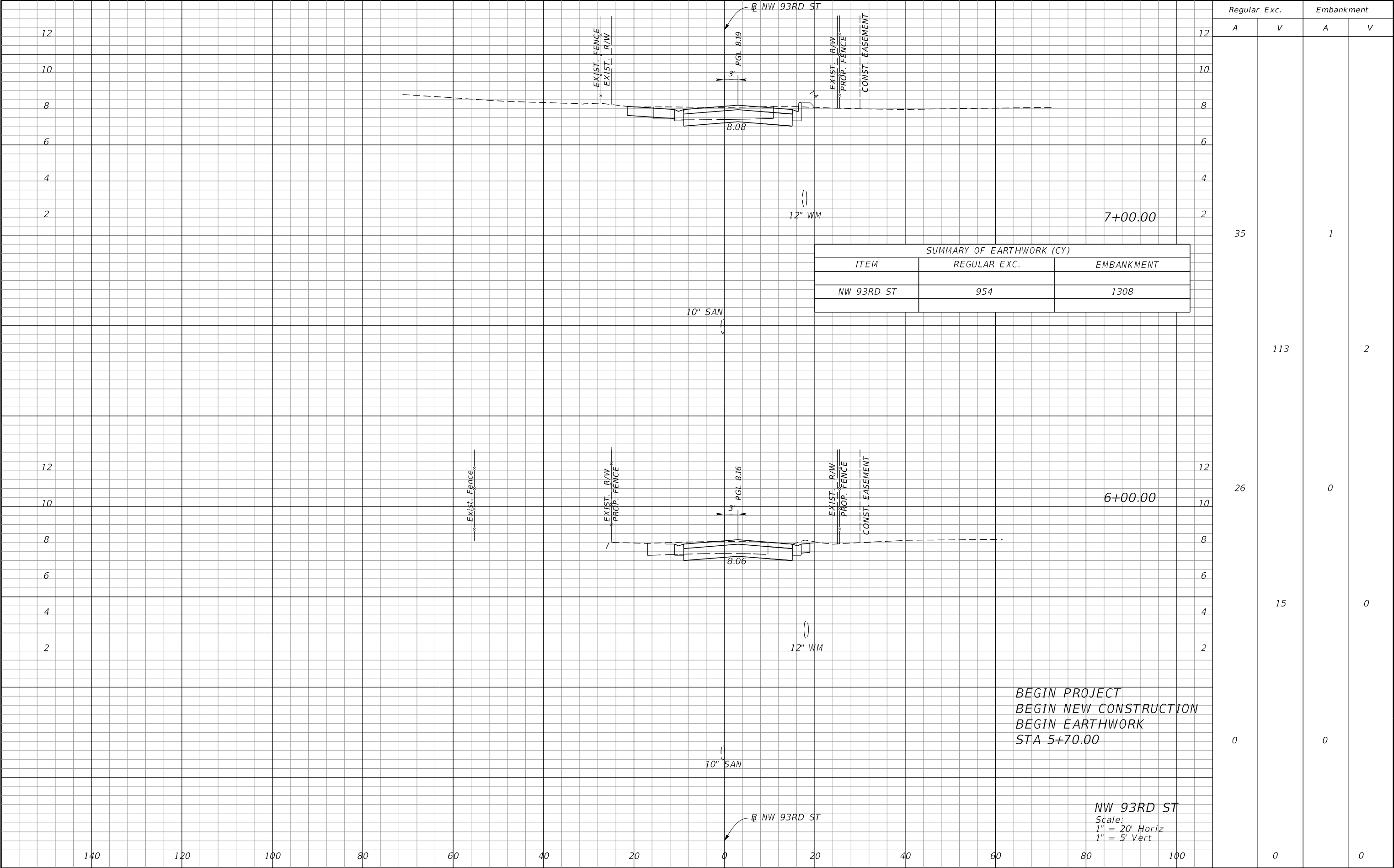
REVISIONS				<div> Certificate Of Authorization No. 696 Derrick C. Lewis, P.E. P.E. License No. 62965 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div> TOWN OF MEDLEY</div>	DRAINAGE STRUCTURES		SHEET NO. 64
DATE	DESCRIPTION	DATE	DESCRIPTION					



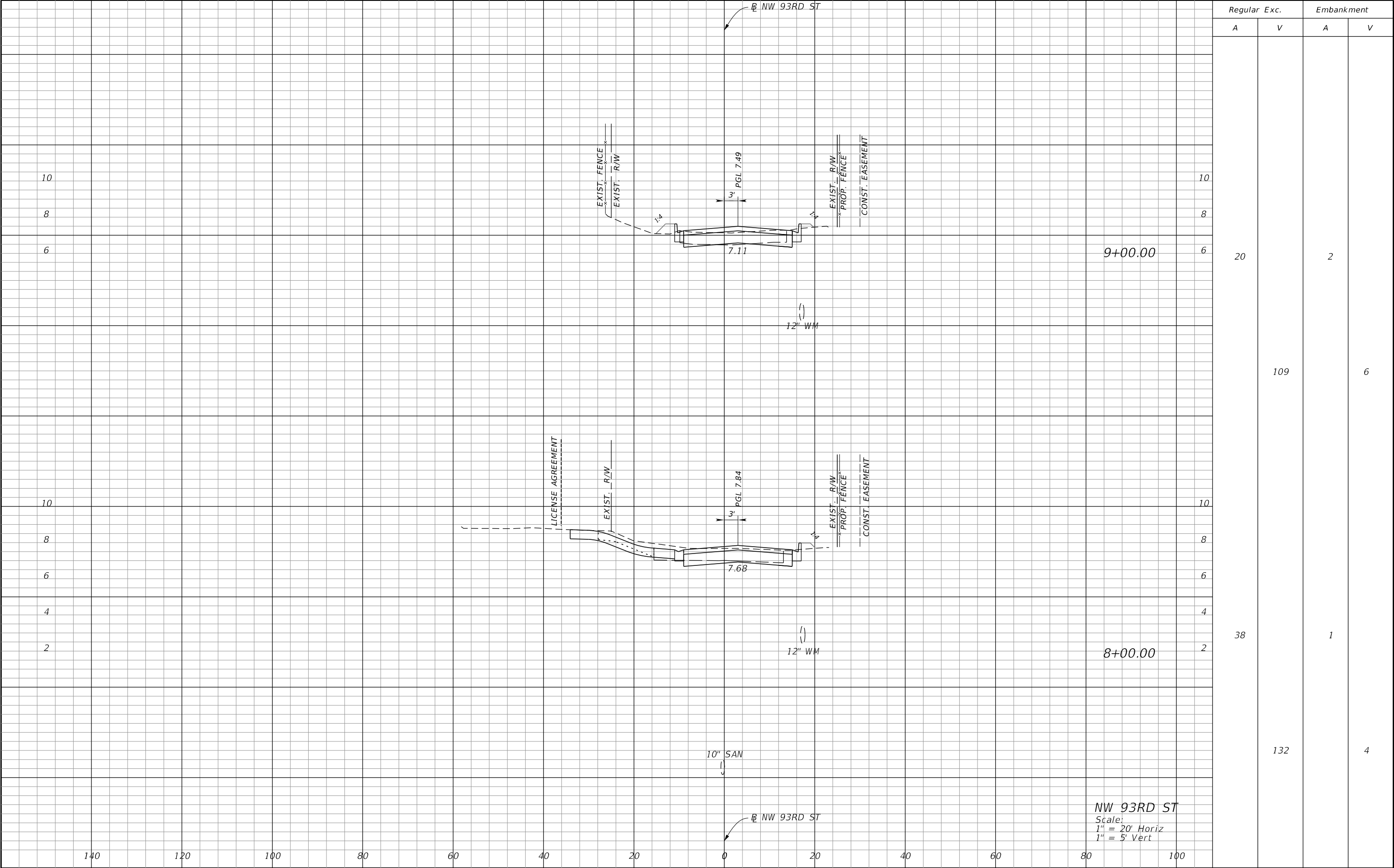
REVISIONS				<div>Kimley»Horn</div> <div>Certificate Of Authorization No. 696 Derrick C. Lewis, P.E. P.E. License No. 62965 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div><div>TOWN OF MEDLEY</div><div>COUNTY</div><div>MIAMI-DADE</div></div> <div><div>OCP No</div><div>SW-0103</div></div>	DRAINAGE STRUCTURES	SHEET NO.
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DATE	DESCRIPTION	DATE	DESCRIPTION					
								66



Regular Exc.		Embankment	
A	V	A	V
35		1	
			2
26	113	0	
			0
0		0	
		0	




Regular		Exc.	Embankment	
A		V	A	V
20			2	
38		109	1	6
		132		4

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



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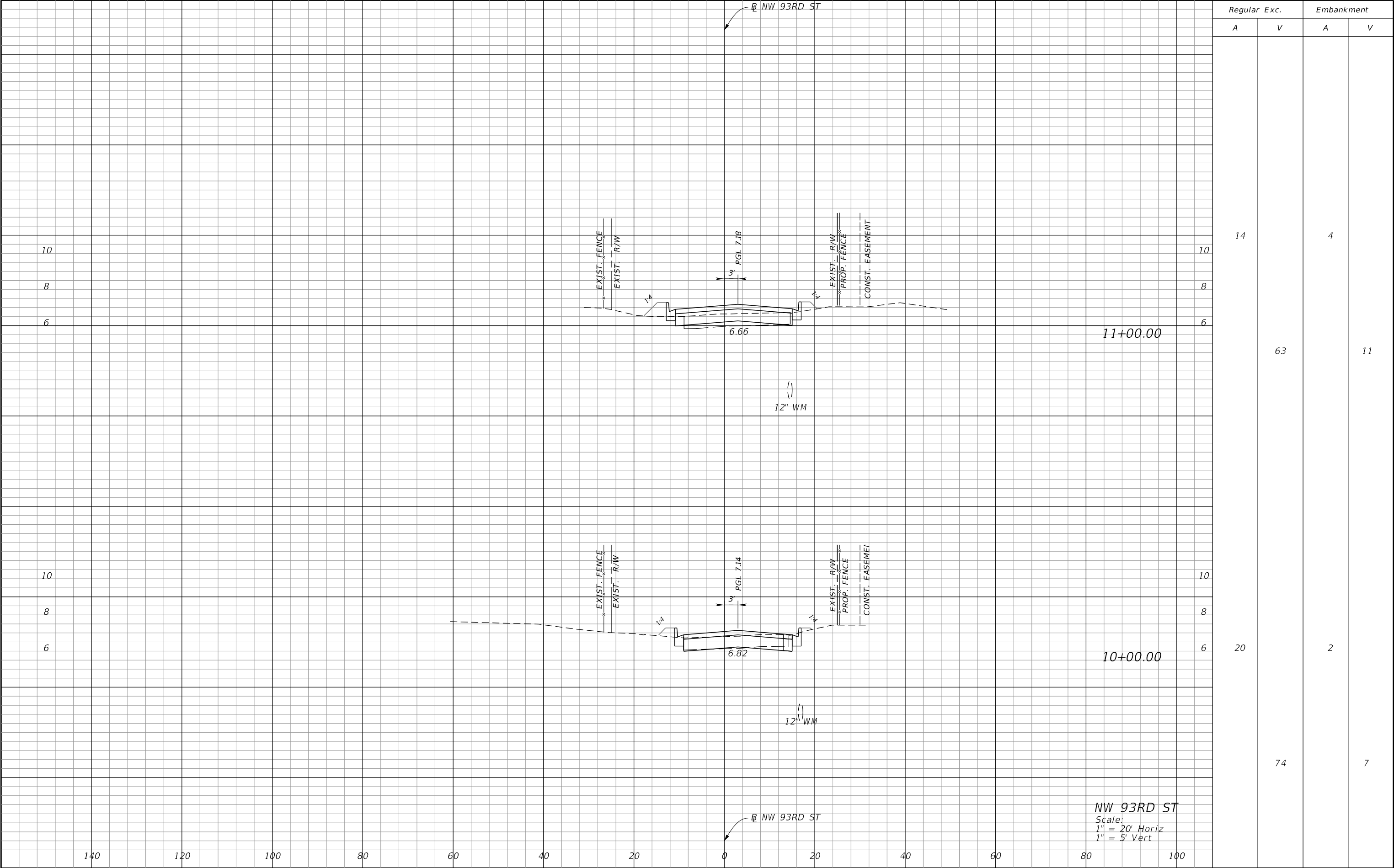
TOWN OF MEDLEY

COUNTY	OCP No
MIAMI-DADE	SW-0103

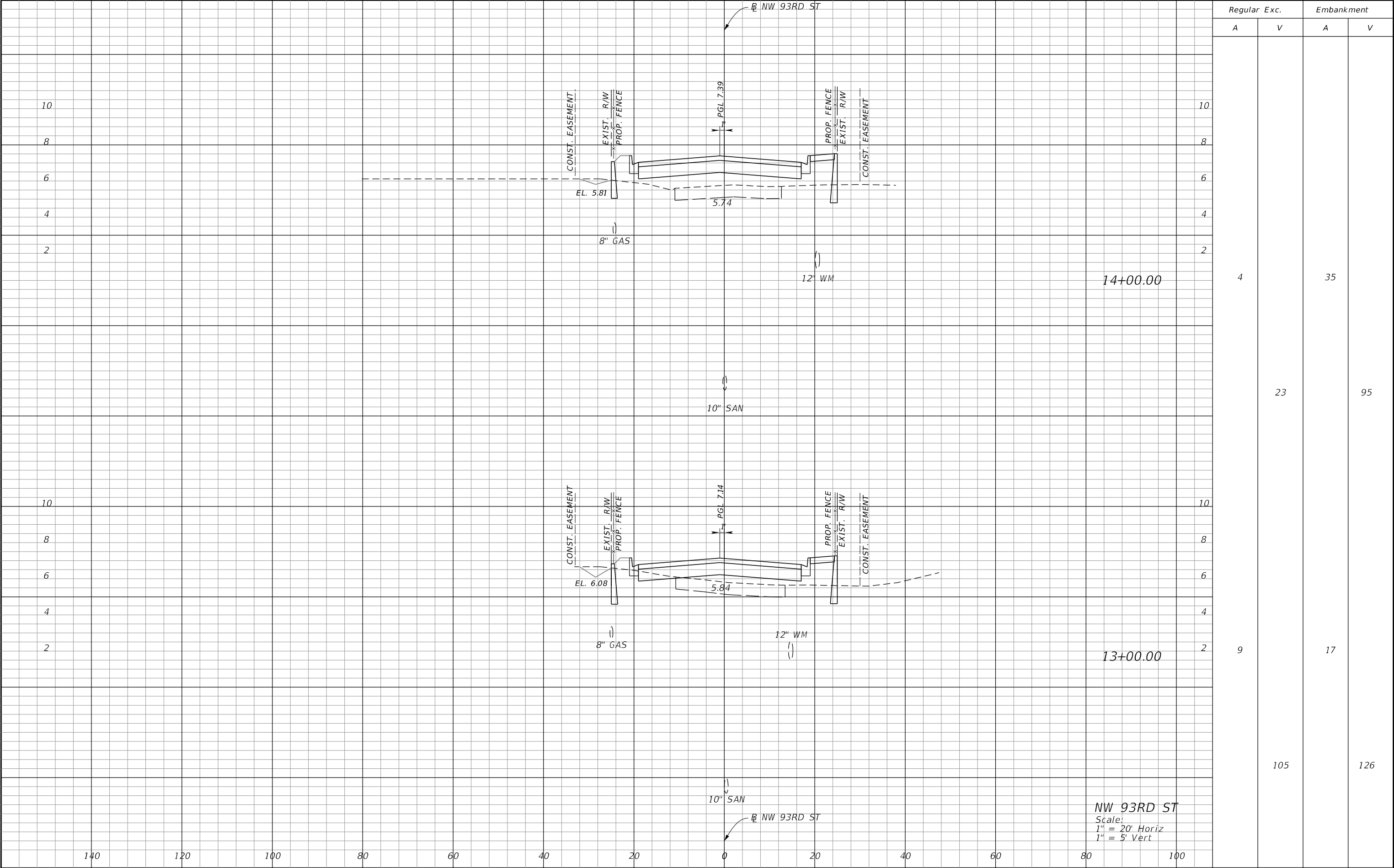
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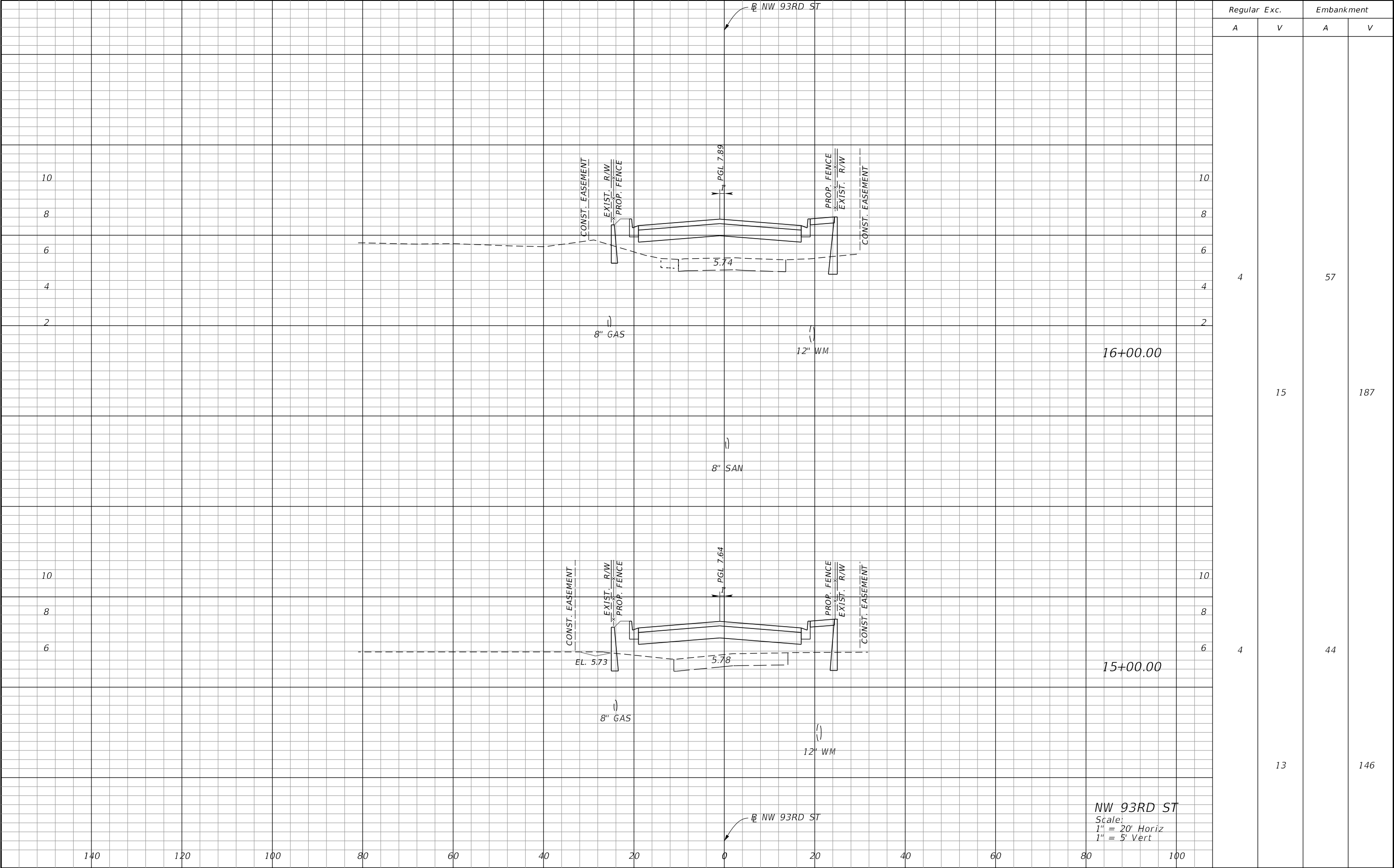
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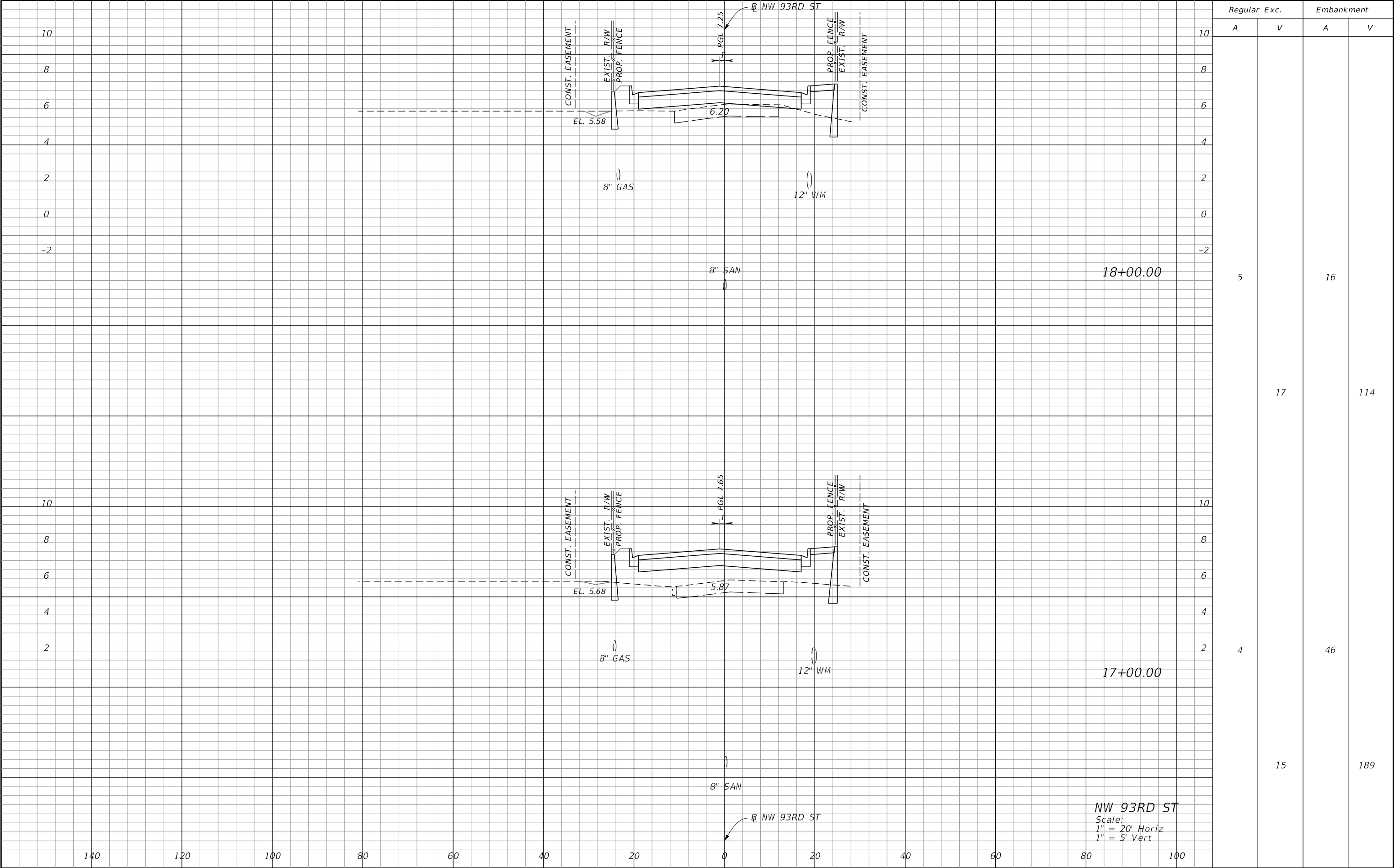
Regular Exc.		Embankment	
A	V	A	V
14		4	
	63		11
20		2	
	74		7



Regular		Exc.	Embankment	
A	V	A	V	
4		35		
9	23	17	95	
	105		126	



Regular		Exc.	Embankment	
A		V	A	V
4		15	57	187
4		13	44	146



Regular		Exc.	Embankment	
A	V	A	V	
5		16		
	17		114	
		46		
4			189	

DATE

DESCRIPTION

DATE

DESCRIPTION

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TOWN OF MEDLEY

COUNTY

MIAMI-DADE

OCP No

SW-0103

CROSS SECTIONS

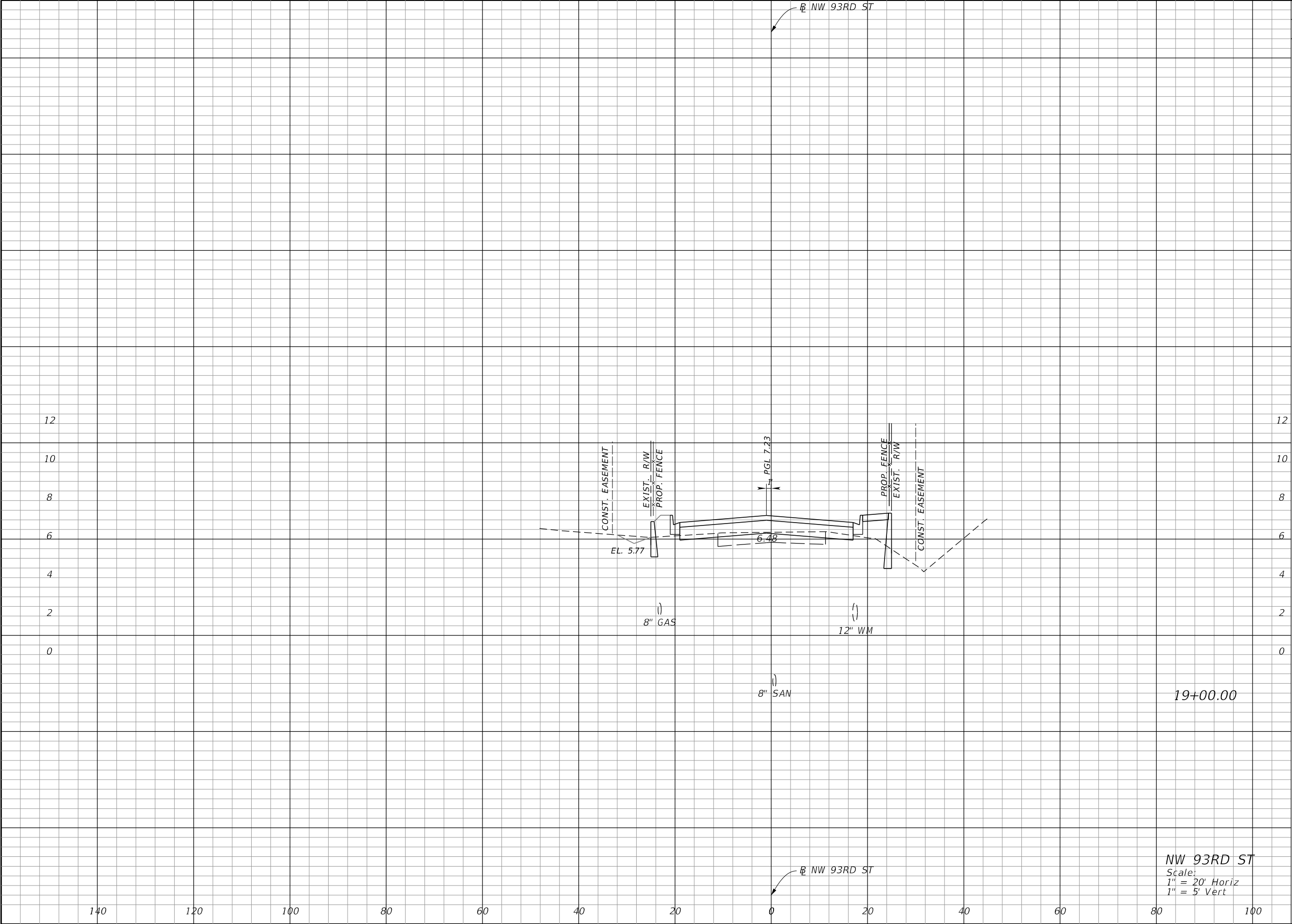
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72

chris.iduate



5/23/2016

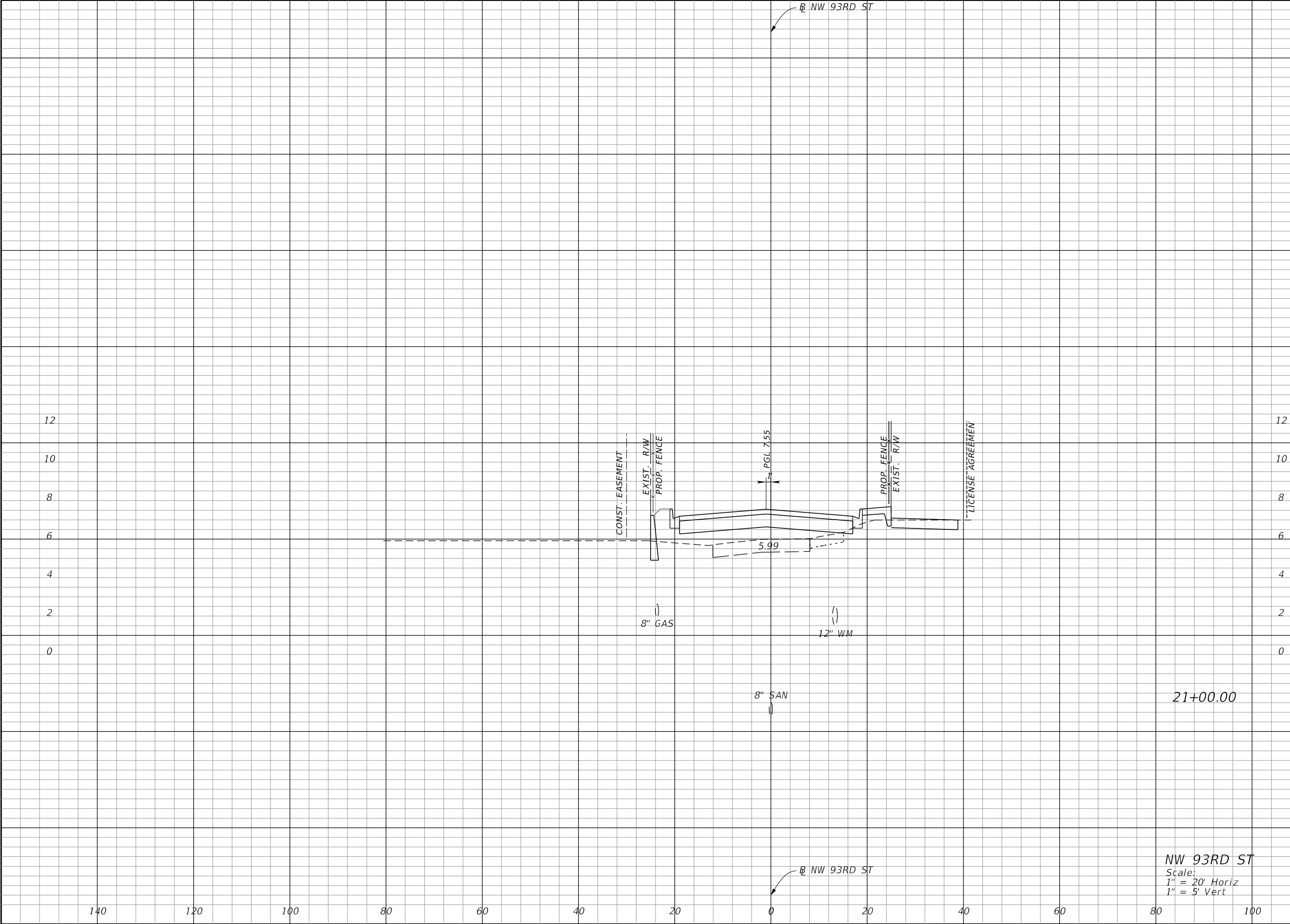
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Regular Exc.		Embankment	
A	V	A	V
11	30	9	46

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Regular		Exc.	Embankment	
A		V	A	V
8		23	28	79

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



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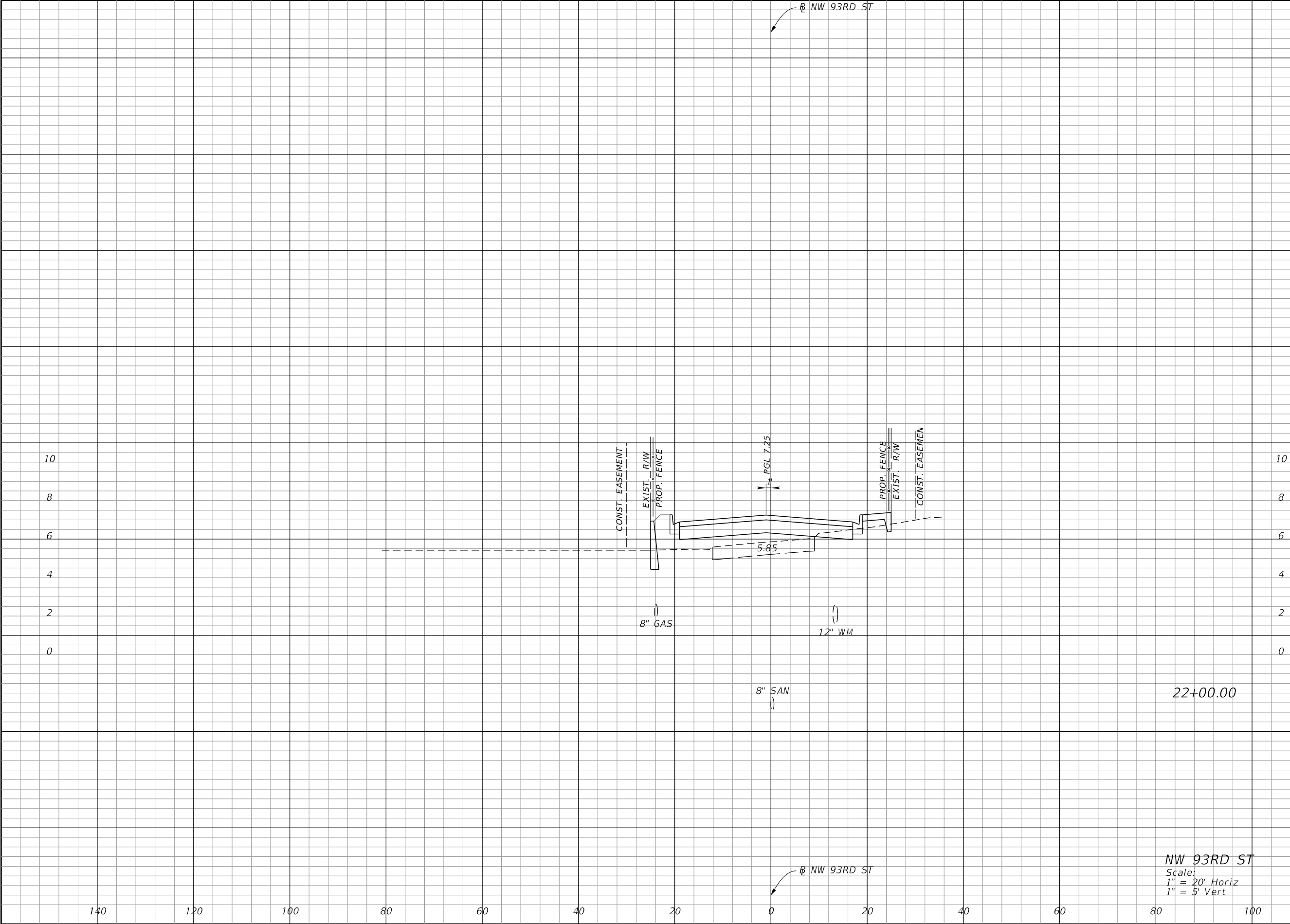


TOWN OF MEDLEY

COUNTY	OCP No
MIAMI-DADE	SW-0103

CROSS SECTIONS

SHEET NO.
75




Regular Exc.		Embankment	
A	V	A	V
5		27	
	25		101

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TOWN OF MEDLEY

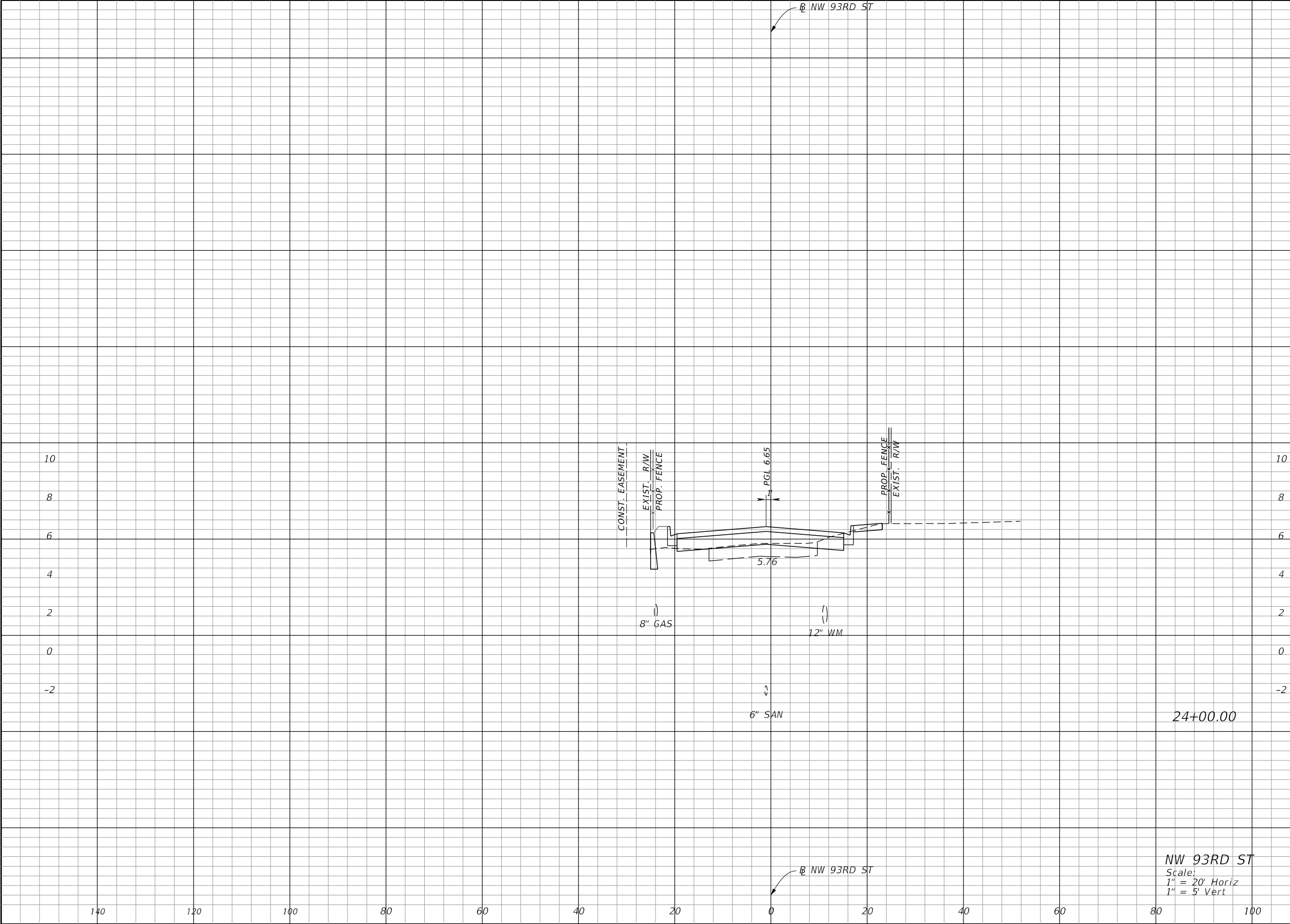
COUNTY	OCP No
MIAMI-DADE	SW-0103

CROSS SECTIONS

SHEET NO. 76



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DATE	DESCRIPTION	DATE	DESCRIPTION						77




Regular Exc.		Embankment	
A	V	A	V
10		5	
	22		45

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



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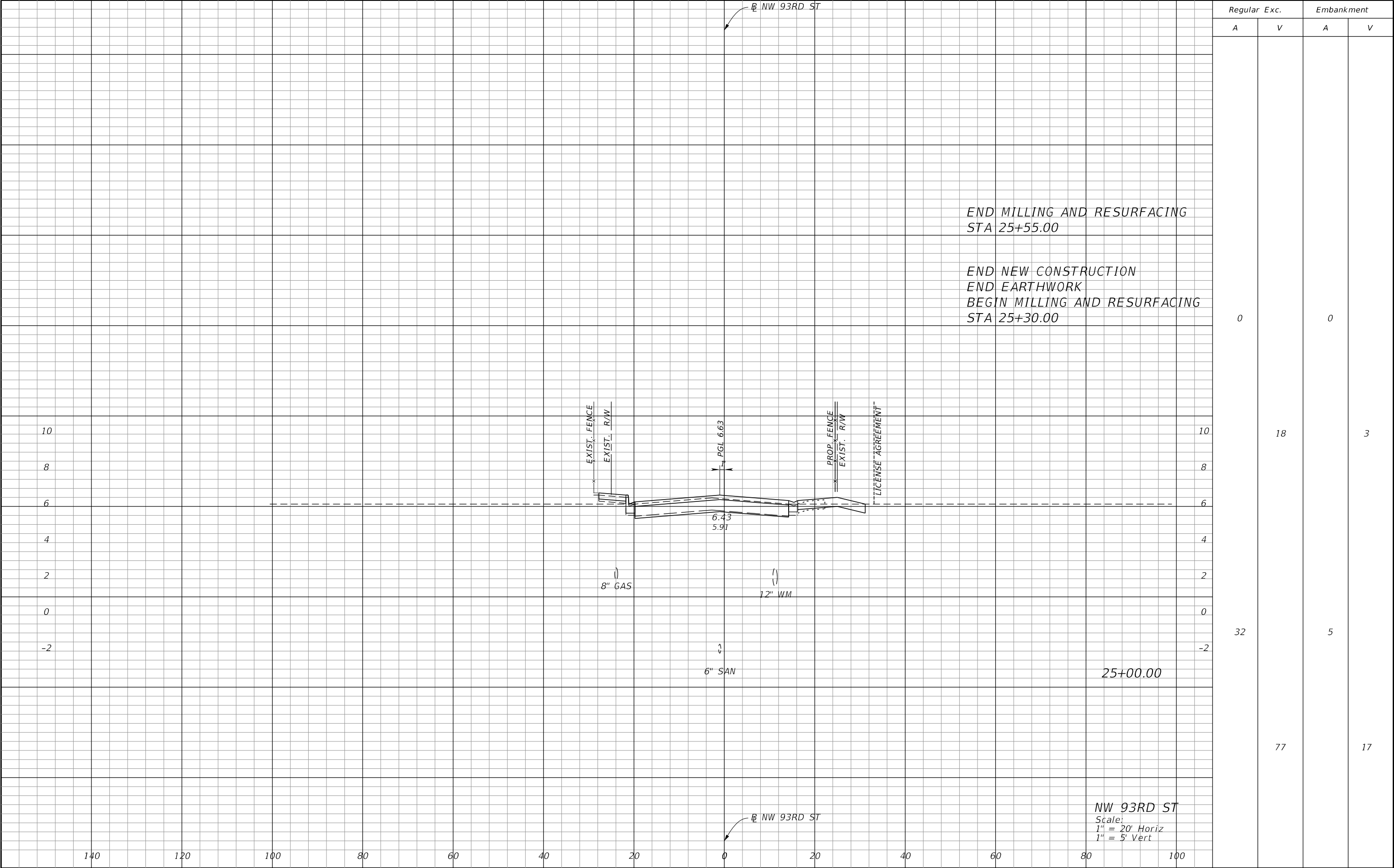
TOWN OF MEDLEY


COUNTY	OCP No
MIAMI-DADE	SW-0103

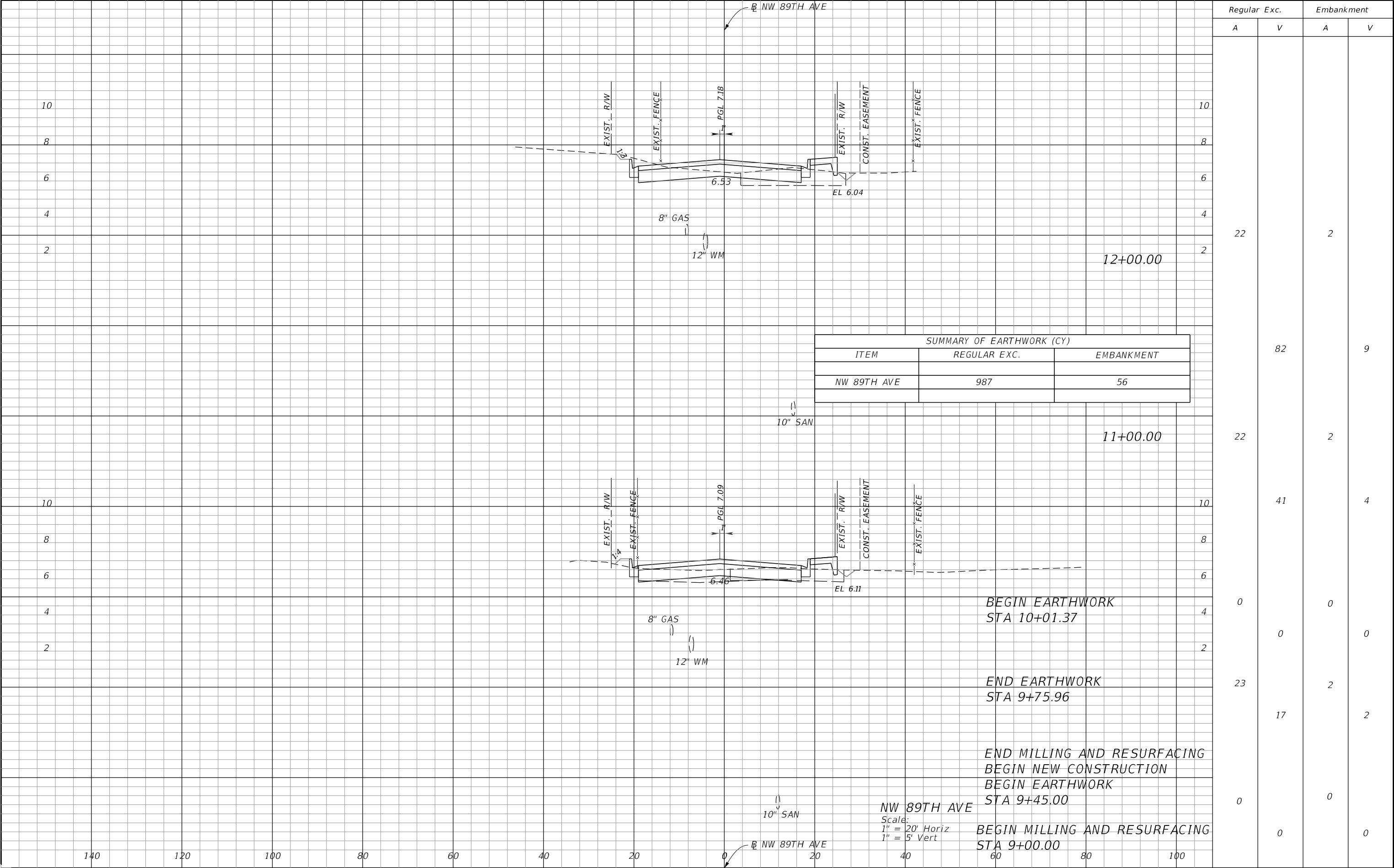
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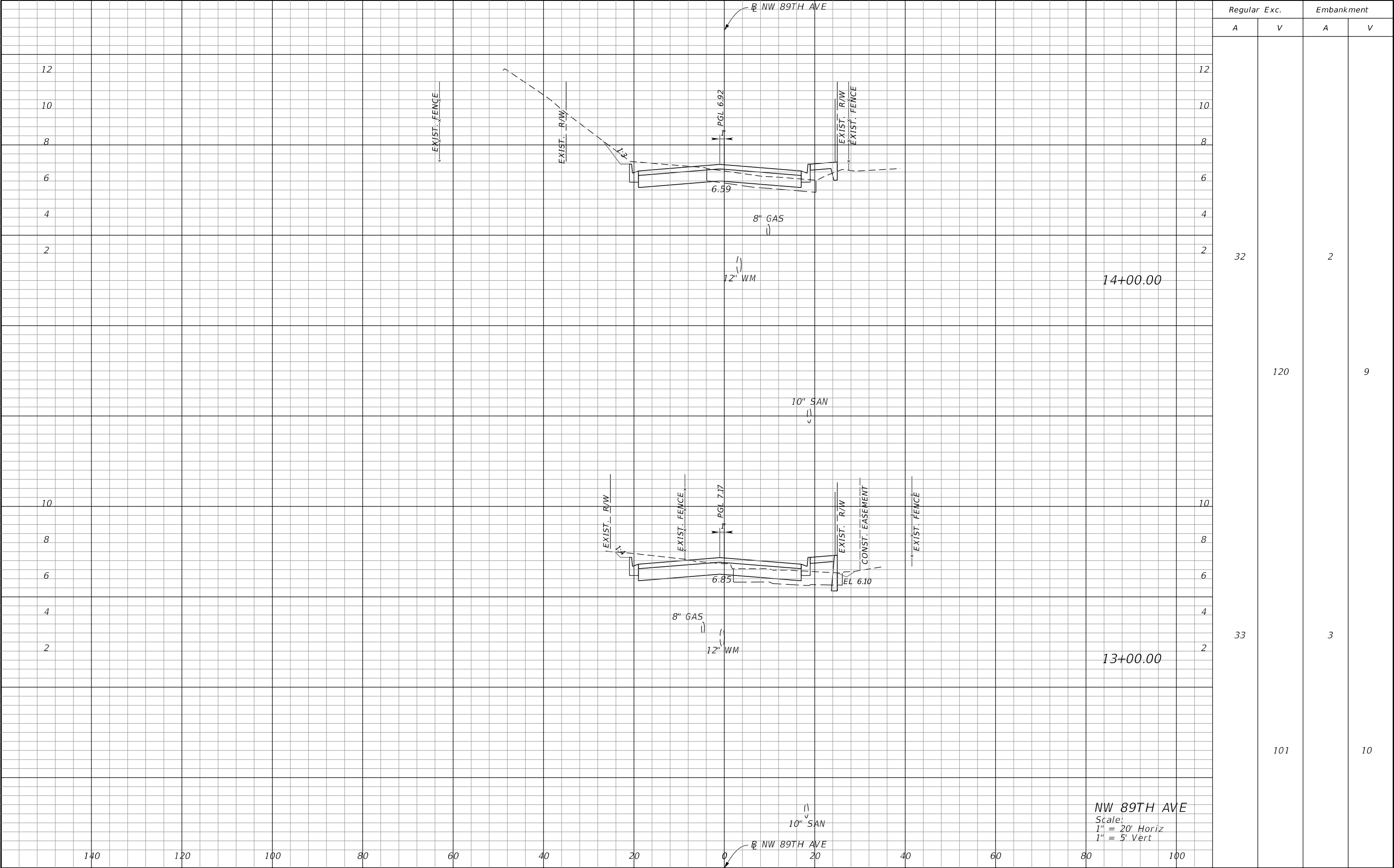
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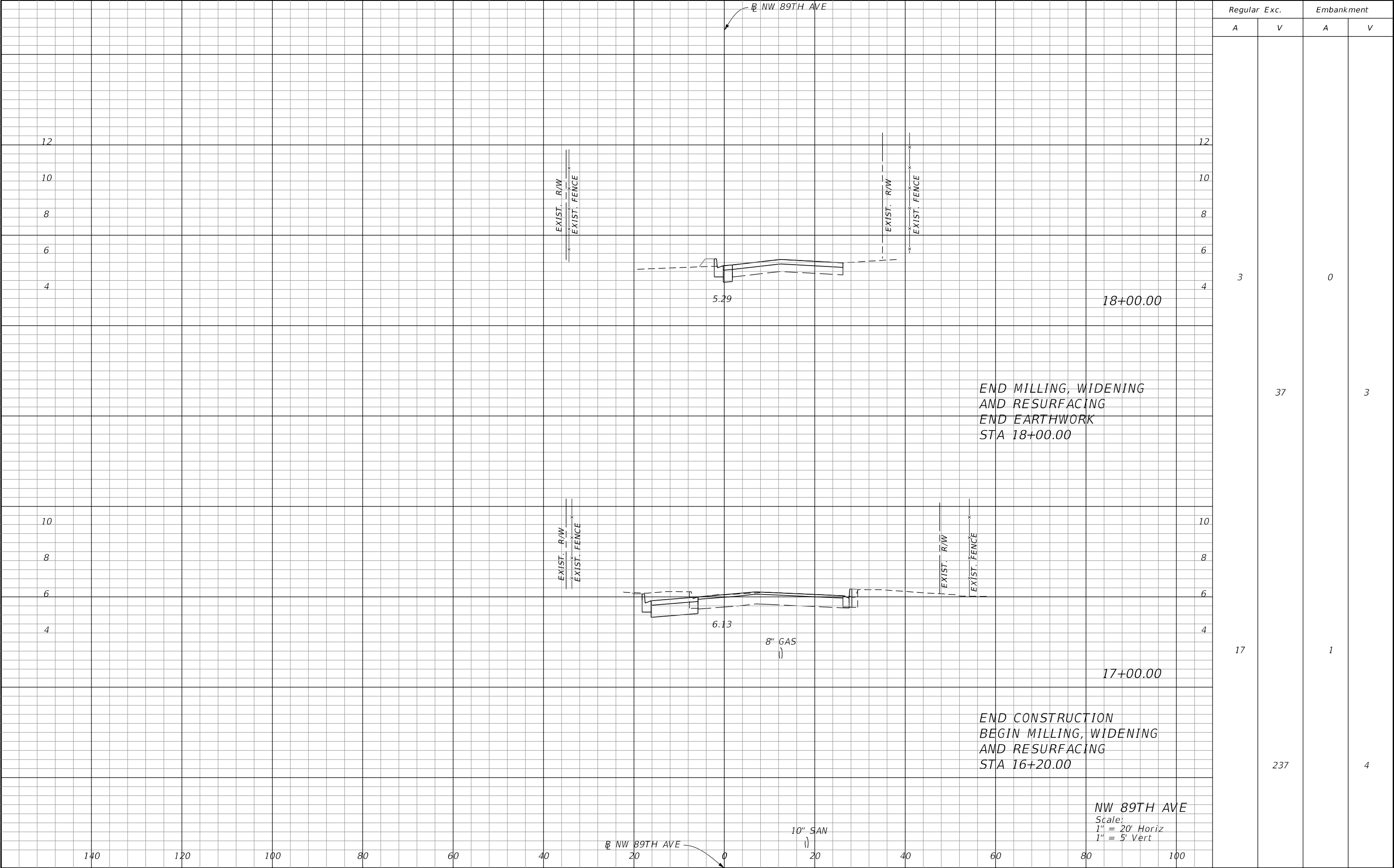


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COUNTY	OCP No										
MIAMI-DADE	SW-0103										
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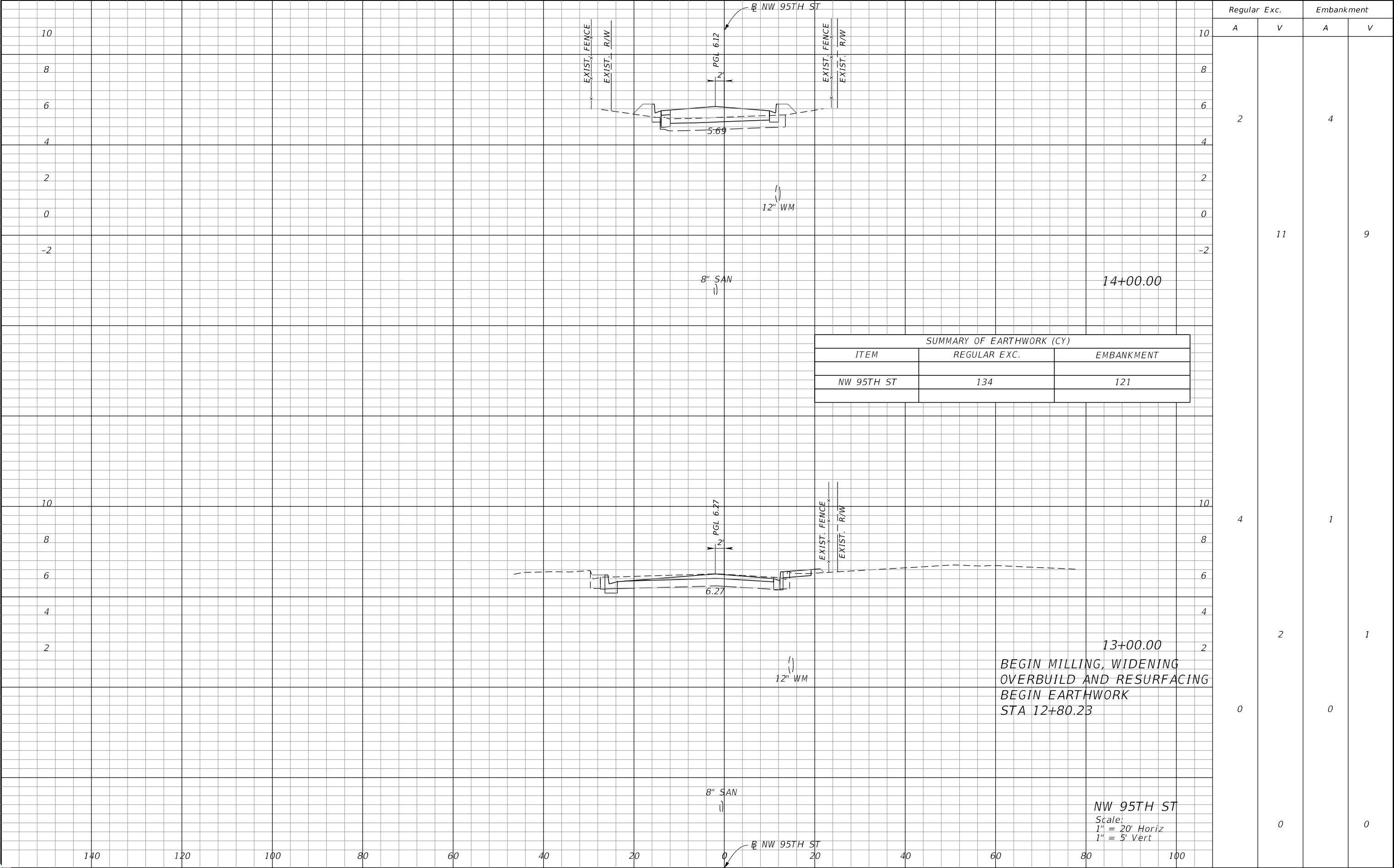


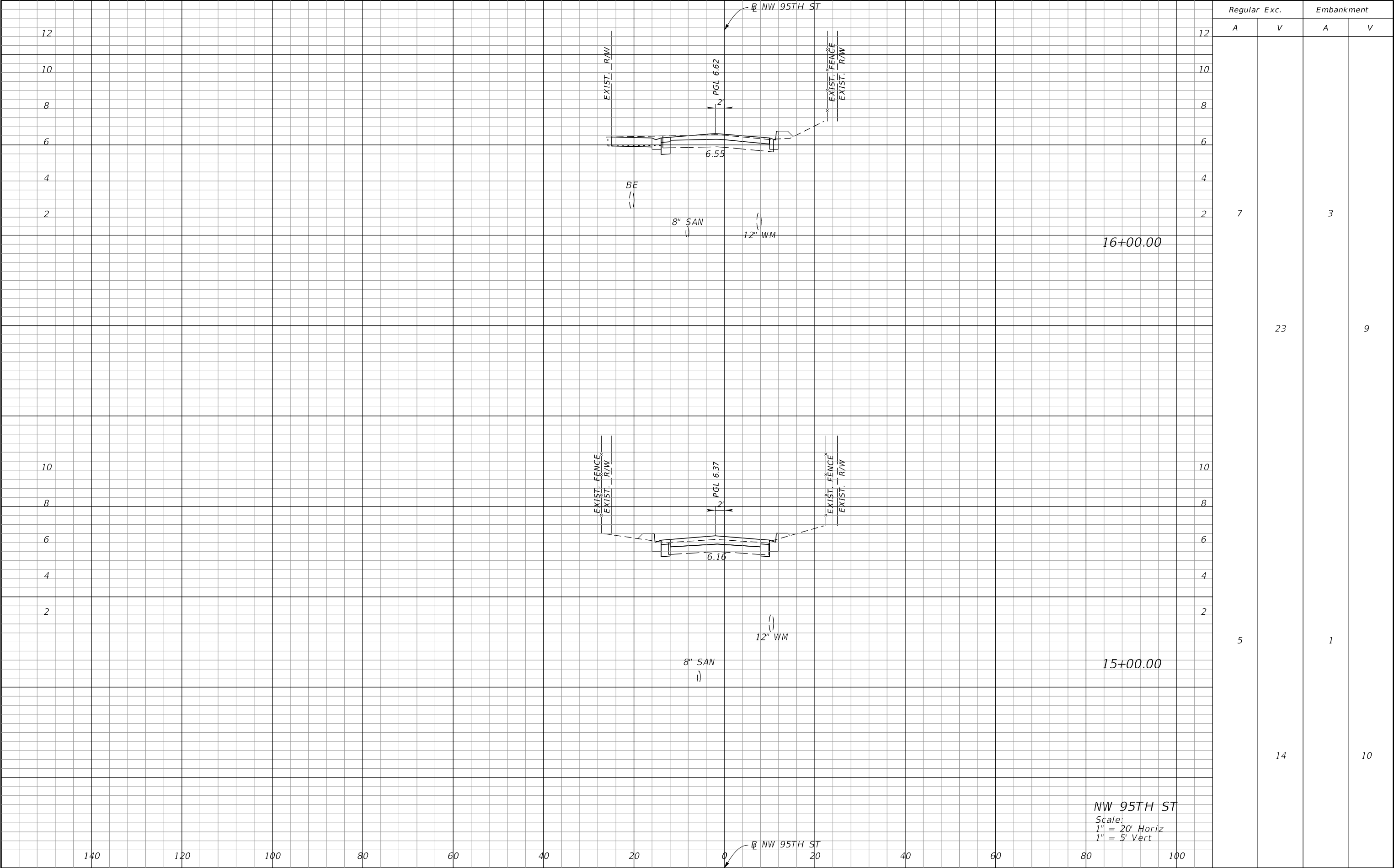


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DATE	DESCRIPTION	DATE	DESCRIPTION					81

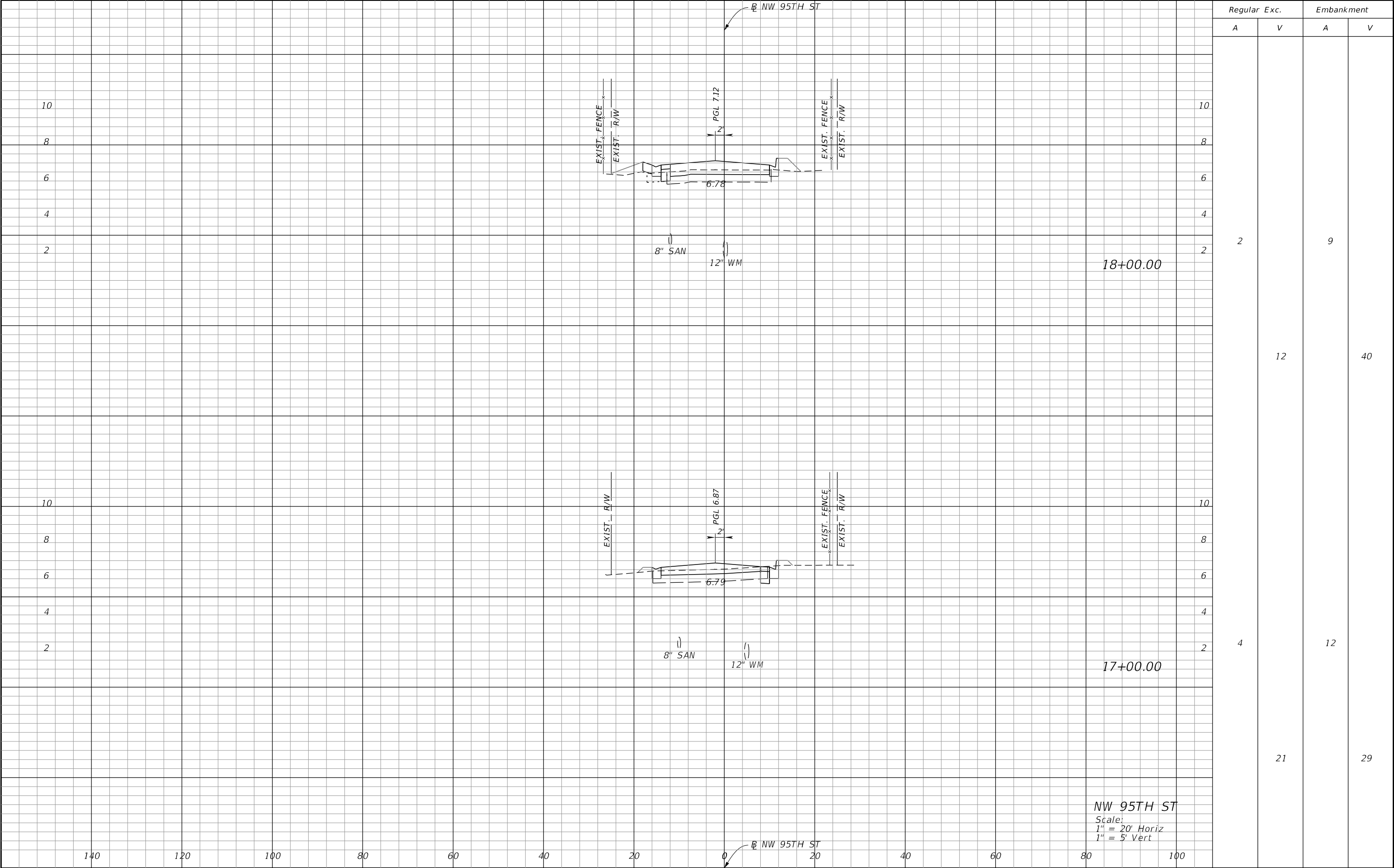


Regular		Exc.	Embankment	
A	V	A	V	
3		0		
17	37	1	3	
	237		4	

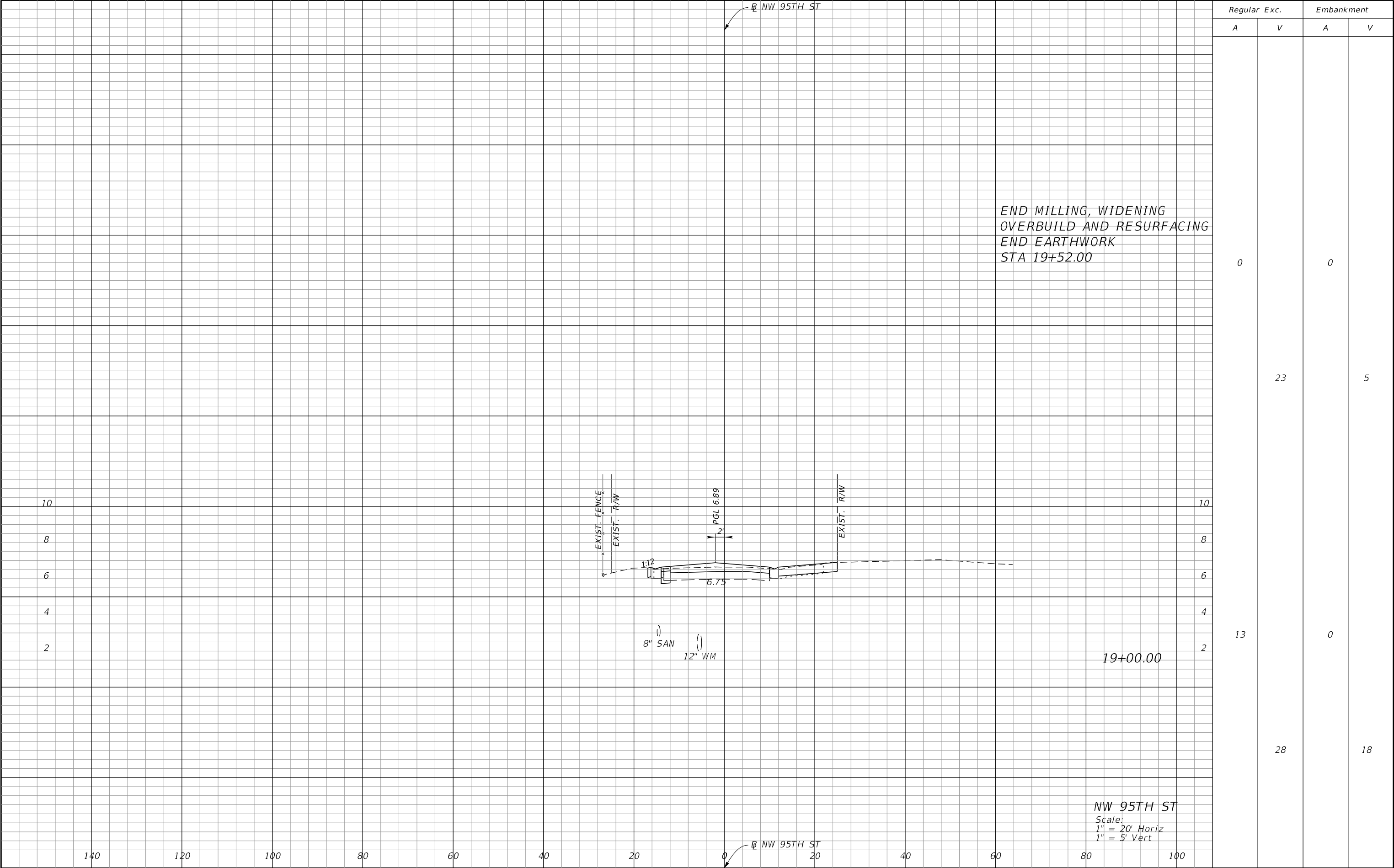






Regular		Exc.	Embankment	
A	V	A	V	
7		3		
5	23	1	10	



Regular		Exc.	Embankment	
A	V	A	V	
2		9		
4	12	12		40
	21			29



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DATE	DESCRIPTION	DATE	DESCRIPTION				

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87

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AND INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS ROADWAY AND DRAINAGE IMPROVEMENTS ALONG NW 89TH AVENUE, NW 93RD STREET, AND NW 95TH STREET.

NW 89TH AVENUE WILL BE RECONSTRUCTED FROM SOUTH OF THE INTERSECTION WITH NW 93RD STREET TO SOUTH OF NW 95TH STREET. NW 93RD STREET WILL BE RECONSTRUCTED FROM WEST OF INTERSECTION WITH NW 89TH AVENUE TO WEST OF INTERSECTION WITH NW 87TH AVENUE. NW 93RD STREET WILL BE MILLED AND RESURFACED FROM EAST OF NW 87TH AVENUE TO WEST OF FLORIDA EAST COAST (FEC) RAILROAD.

NW 95TH AVENUE WILL BE MILLED, WIDENED AND RESURFACED FROM THE INTERSECTION WITH NW 89TH AVENUE TO DEAD END.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. STORM DRAIN AND ROADWAY UNDERDRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.
2. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, GRAVITY WALL, CURB, SUBGRADE, BASE, PAVEMENT, SIDEWALK.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 1.32 AC
TOTAL AREA TO BE DISTURBED: 1.32 AC

1.D. RUNOFF DATA:

BEFORE: 0.55
DURING: 0.55 FROM TO 0.84
AFTER: 0.84

1.E SITE MAP:

1. DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS.
2. APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS.
3. AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PROFILE, PLAN, AND CROSS SECTION SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.
4. AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.
5. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTIONS AND CROSS SECTION SHEETS.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE NOTED BY THE ENGINEER:

TEMPORARY:

1. ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.
2. TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

1. ASPHALT OR CONCRETE SURFACE.
2. SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2. STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

1. SEDIMENT BARRIERS IN ACCORDANCE WITH DESIGN STANDARD 102 AND SPECIFICATION SECTION 104.
2. INLET PROTECTION IN ACCORDANCE WITH DESIGN STANDARD 102 AND SPECIFICATION SECTION 104.

PERMANENT:

- 1.SOD.

2.B. STORMWATER MANAGEMENT:

SEVERAL STORM DRAIN SYSTEMS WILL BE CONSTRUCTED TO CONVEY RUNOFF TO THE PROPOSED EXFILTRATION TRENCHES.

2.C. OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO THE WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:


1. PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
2. DISPOSING OF ALL FERTILIZERS OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
3. DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2. OFF-SITE VEHICLE TRACKING & DUST CONTROL:


IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING UNLESS OTHERWISE APPROVED BY THE ENGINEER:

1. COVERING LOADED HAUL TRUCKS WITH TARPAULINS.
2. REMOVING EXCESS ROAD DIRT FROM ROADS DAILY.
3. STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106.
4. USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



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TOWN OF MEDLEY

COUNTY

OCP No

MIAMI-DADE

SW-0103

STORMWATER POLLUTION

PREVENTION PLAN

SHEET NO.

88

2.C.3. STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

1. IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZER AND PESTICIDES:

1. IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

3.0 MAINTENANCE:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

1. SILT FENCE: MAINTAIN PER SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.

2. SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECCOMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLUTION PREVENTION PLAN.

1. POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

2. POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

3. DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABLIZED.

4. AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

5. STRUCTURAL CONTROLS.

6. STORMWATER MANAGEMENT SYSTEMS.

7. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES.

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COUNTY	OCP No										
MIAMI-DADE	SW-0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			89					



TOWN OF MEDLEY

SIGNING AND PAVEMENT MARKING PLANS FOR

NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET

(PHASE II)

MIAMI-DADE COUNTY

INDEX OF SIGNING AND MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	GENERAL NOTES
S-3 THRU S-11	SIGNING AND MARKING PLAN

SIGNING AND PAVEMENT MARKING
SHOP DRAWINGS TO BE SUBMITTED TO:

KIMLEY-HORN AND ASSOCIATES, INC.
LEONTE I. ALMONTE, P.E.
1221 BRICKELL AVENUE - SUITE 400
MIAMI, FLORIDA 33131

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

PREPARED FOR
TOWN OF MEDLEY
BY

Kimley»Horn

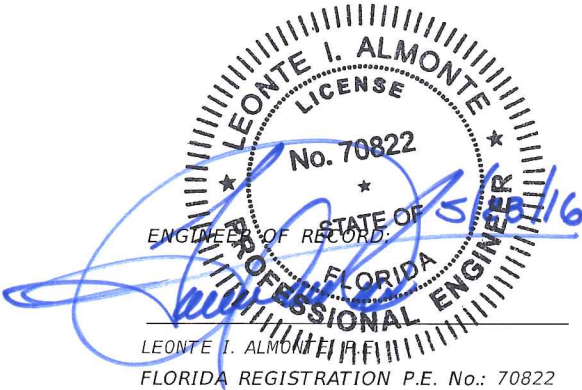
KIMLEY-HORN AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
1221 BRICKELL AVENUE - SUITE 400
MIAMI, FLORIDA 33131
PHONE (305) 673-2025

CERTIFICATE OF AUTHORIZATION NO. 696

Always call 811 two full business days before you dig



THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE
GOVERNED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN
STANDARDS 2016, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE
CONSTRUCTION DATED 2016, MANUAL ON UNIFORM MINIMUM STANDARDS FOR
DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (DATED
MAY 2012) AS AMENDED BY CONTRACT DOCUMENTS. MIAMI-DADE COUNTY PUBLIC
WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS PART 1.2, AND 3. THE
MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT - HIGHWAY DIVISION STANDARD
DETAILS

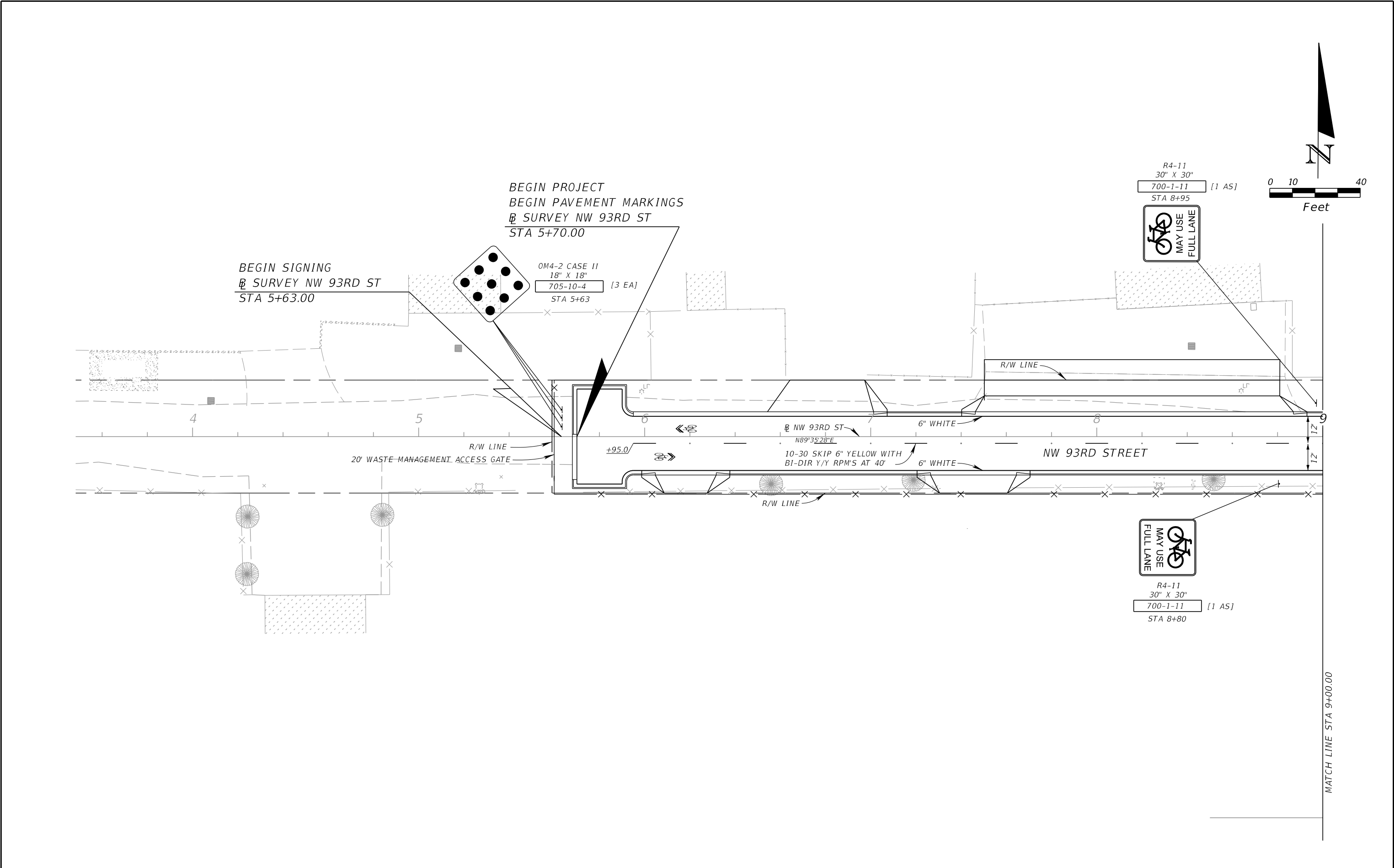


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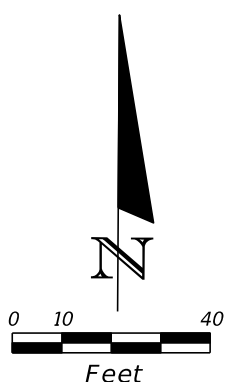
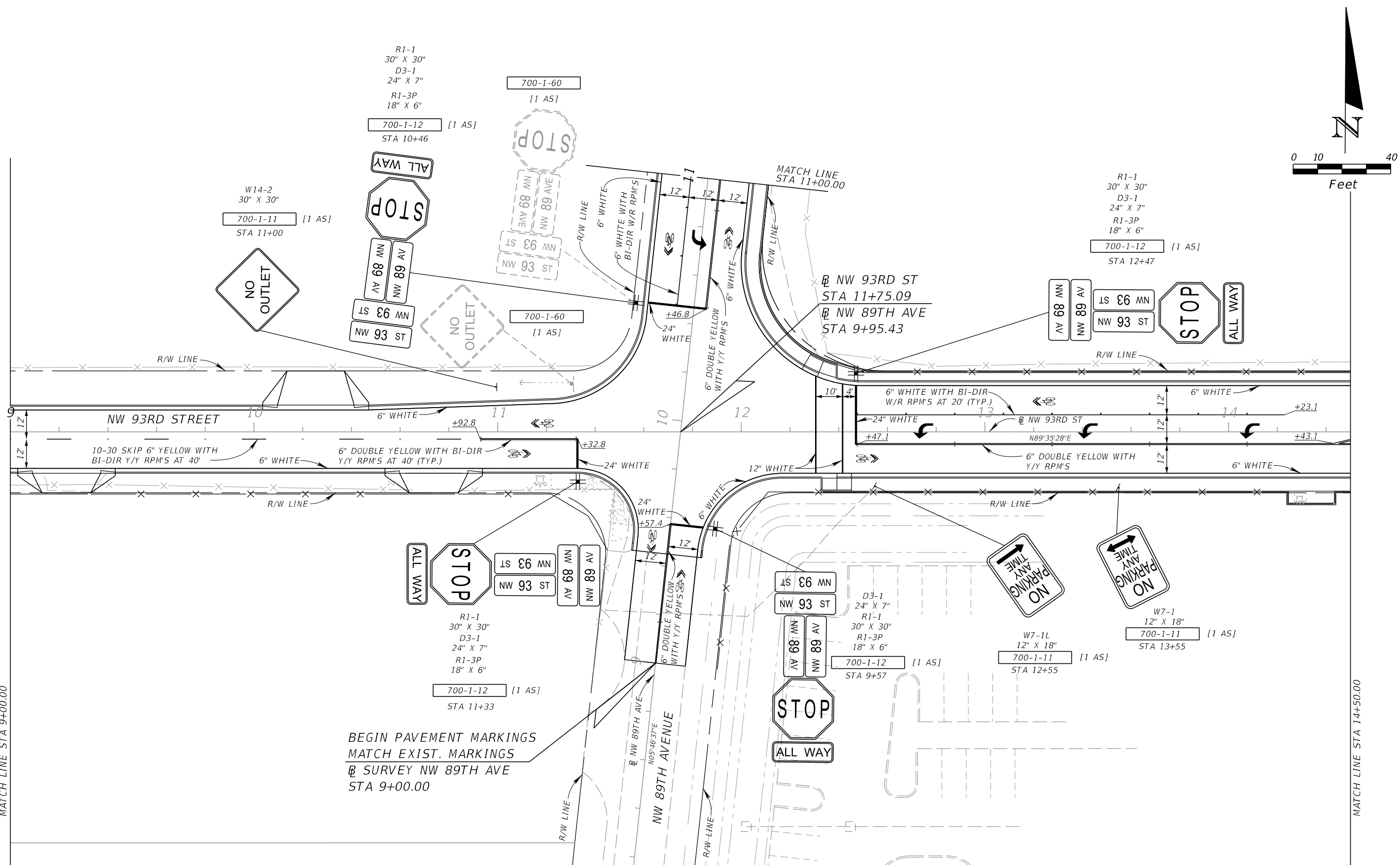
S-1

1. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE LATEST EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS (DATED MAY 2012), FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS. ALL SIGN PANELS SHALL BE FABRICATED TO COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY AND ADMINISTRATION STANDARD HIGHWAY SIGNS.
2. THE CONTRACTOR SHALL MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND THE END OF THE PROJECT AND AT ALL SIDE STREETS WITHOUT JOGS AND OFFSETS.
3. SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, DRIVEWAYS, WHEELCHAIR RAMPS, ETC., MAY BE ADJUSTED SLIGHTLY AS DIRECTED BY THE ENGINEER.
4. INCORRECTLY PLACED (THERMOPLASTIC OR) PAINT MARKINGS OVER FRICTION COURSE WILL BE REMOVED BY MILLING AND REPLACING THE FRICTION COURSE A MINIMUM WIDTH OF 18 IN AT THE CONTRACTOR'S EXPENSE. THE ENGINEER MAY APPROVE AN ALTERNATIVE METHOD IF IT CAN BE DEMONSTRATED TO COMPLETELY REMOVE THE MARKINGS WITHOUT DAMAGING THE ASPHALT.
5. EXTRUDED ALUMINUM SIGN SUPPORT CLAMPS ARE NOT ACCEPTABLE. ALL RELOCATED SIGNS MUST COMPLY WITH THE STANDARD SPECIFICATIONS, SPECIAL PROVISIONS AND ROADWAY DESIGN AND TRAFFIC STANDARDS AS IF THEY WERE NEW SIGNS. IF EXISTING CLAMPS, BRACKETS, POLES, ETC. NEED TO BE REPLACED THE COST SHALL BE INCLUDED IN THE RELOCATION PAY ITEMS.
6. THE CONTRACTOR SHALL SUBMIT A LIST OF THE EXISTING SIGNS TO THE PROJECT ENGINEER AT THE PRE-CONSTRUCTION CONFERENCE. ANY LOST OR DAMAGED DURING CONSTRUCTION SIGNS SHALL BE REPLACED AT NO ADDITIONAL COST. COST OF MAINTAINING OF EXISTING SIGNS TO BE INCLUDED IN ITEM 102-1, MAINTENANCE OF TRAFFIC.

REVISIONS				<div>Kimley»Horn</div> <div>Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div></div> <div>TOWN OF MEDLEY</div>	GENERAL NOTES		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					S-2

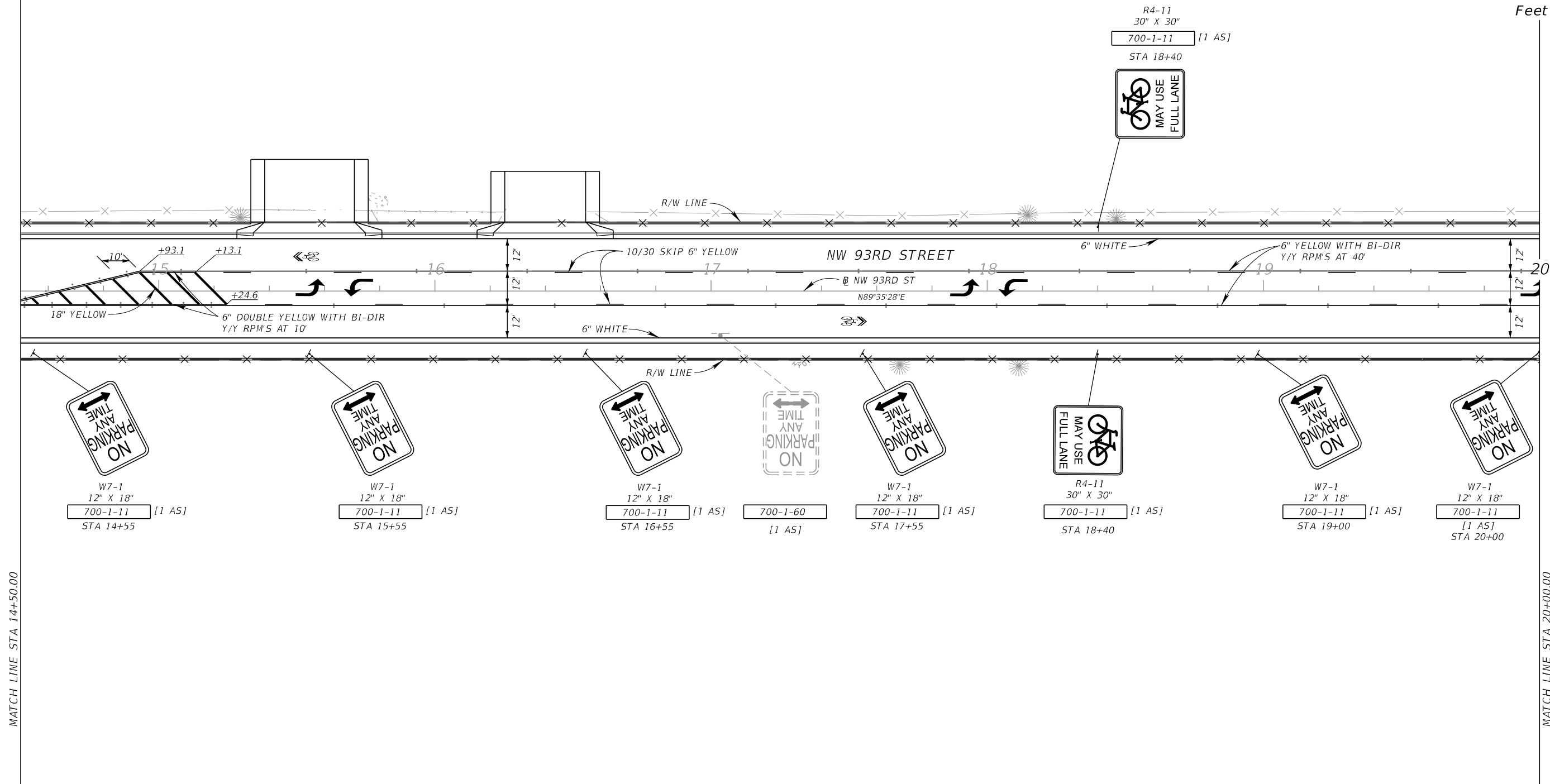
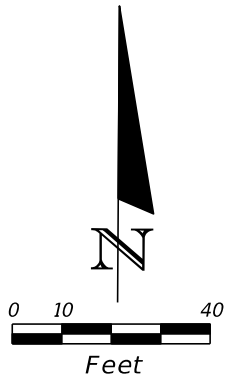



REVISIONS				<div> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div> TOWN OF MEDLEY</div>	SIGNING AND PAVEMENT MARKING PLAN		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					

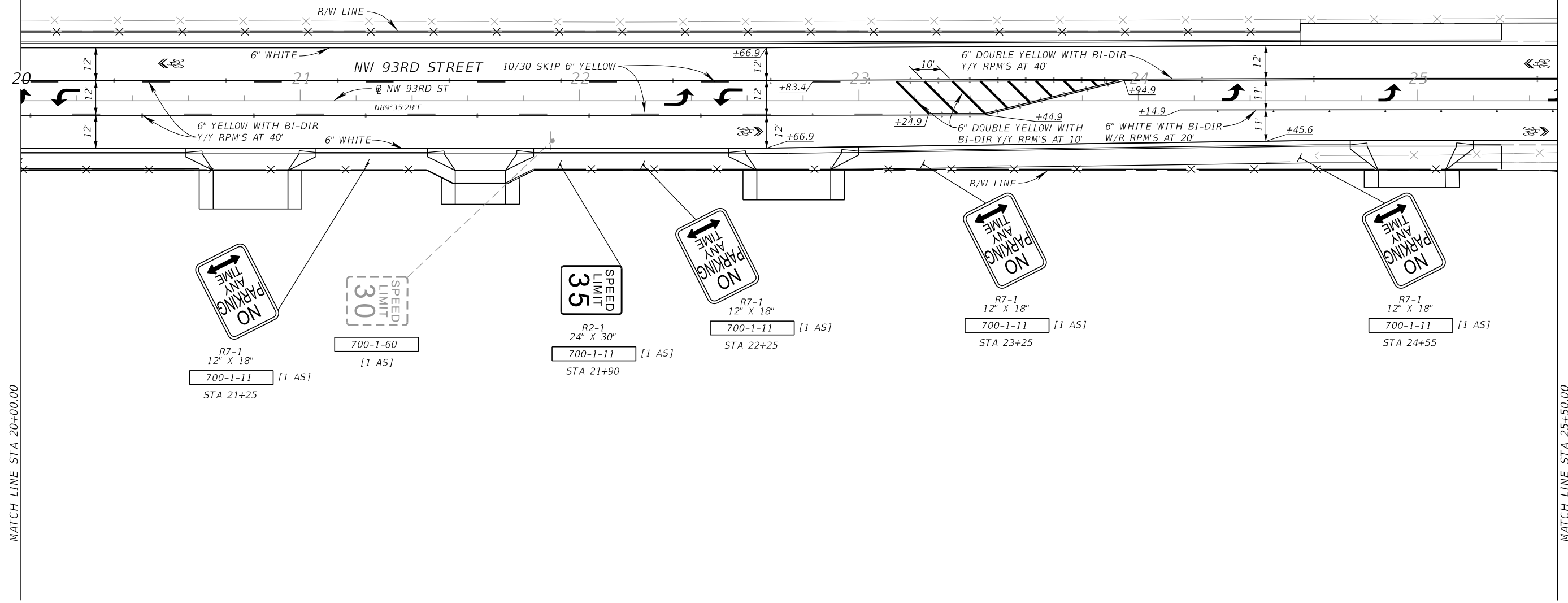
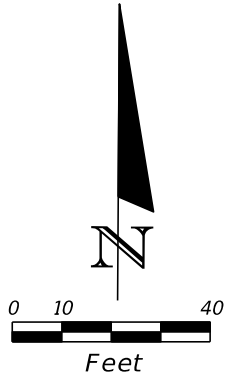




REVISIONS				<div>KimleyHorn</div> <div>Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div>Seal</div> <div>TOWN OF MEDLEY</div> <div>COUNTY</div> <div>MIAMI-DADE</div>	<div>OCP No</div> <div>SW0103</div>	SIGNING AND PAVEMENT MARKING PLAN		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
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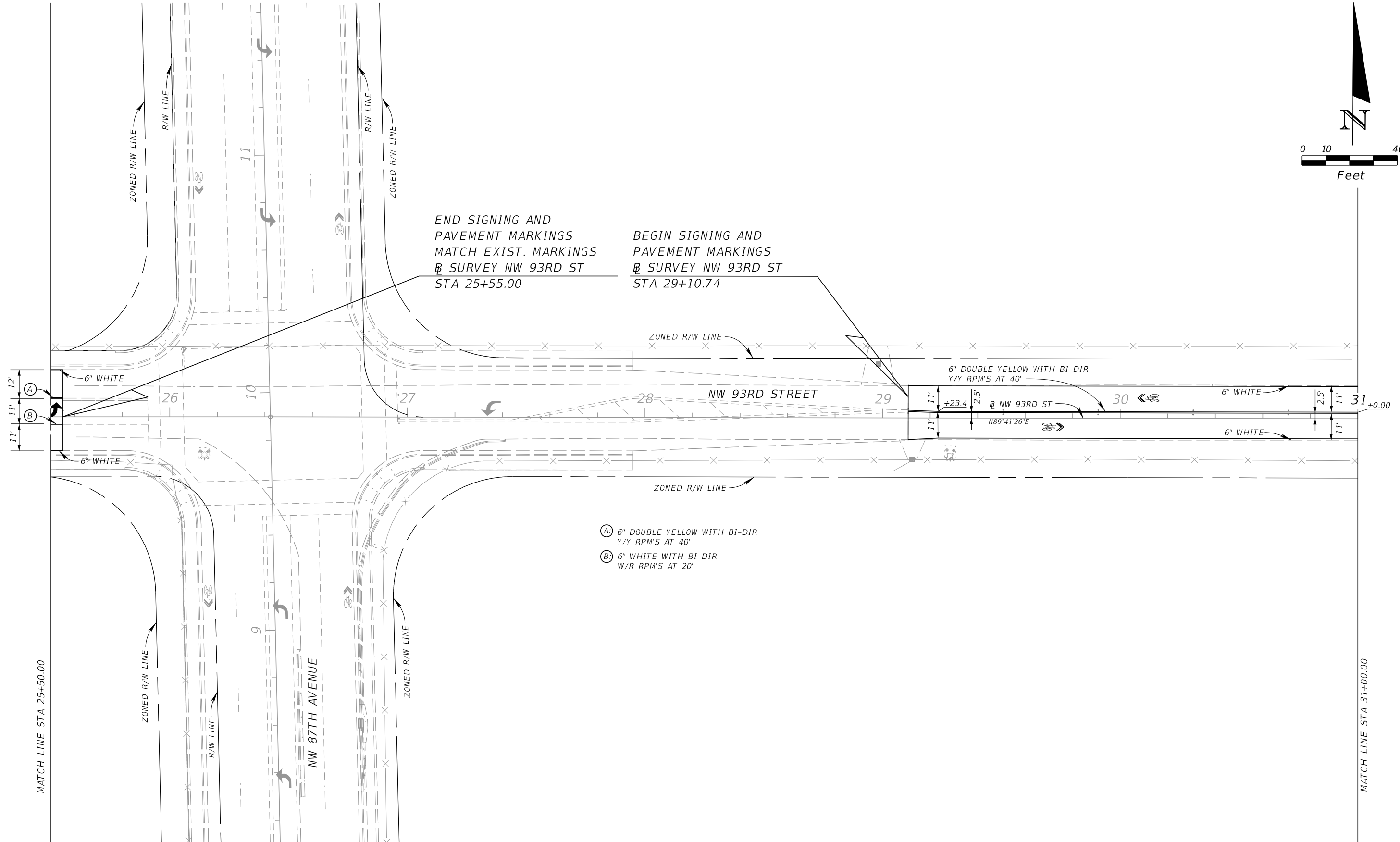
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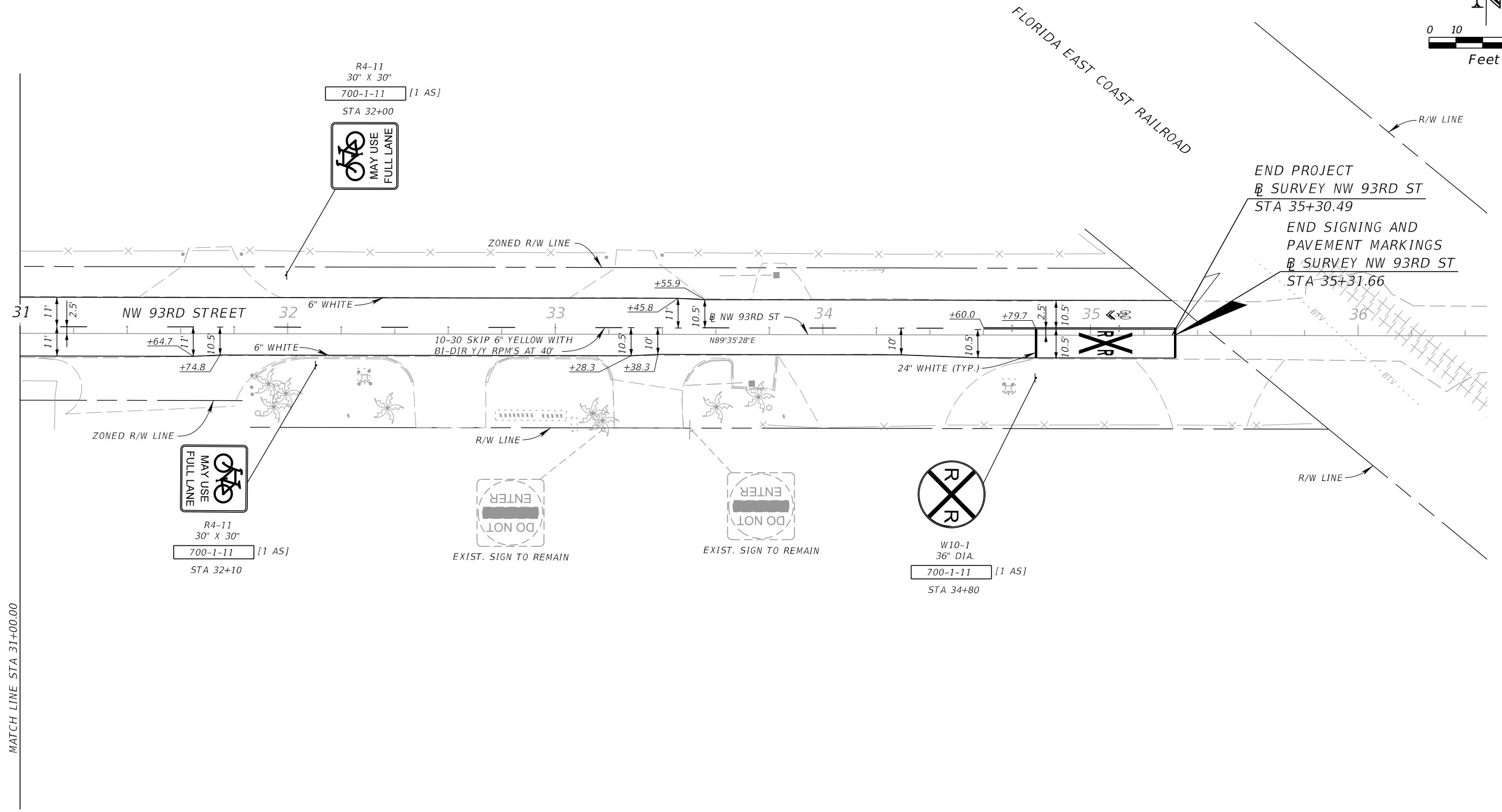
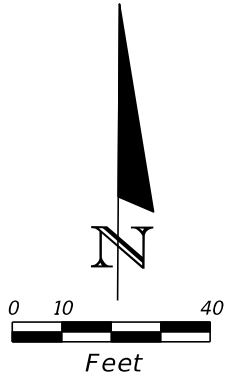
REVISIONS				<div>Kimley»Horn</div> <div>Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div></div> <div>TOWN OF MEDLEY</div> <table><tr><th>COUNTY</th><th>OCP No</th></tr><tr><td>MIAMI-DADE</td><td>SW0103</td></tr></table>	COUNTY	OCP No	MIAMI-DADE	SW0103	<div>SIGNING AND PAVEMENT</div> <div>MARKING PLAN</div>	SHEET NO.
COUNTY	OCP No										
MIAMI-DADE	SW0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			S-5					



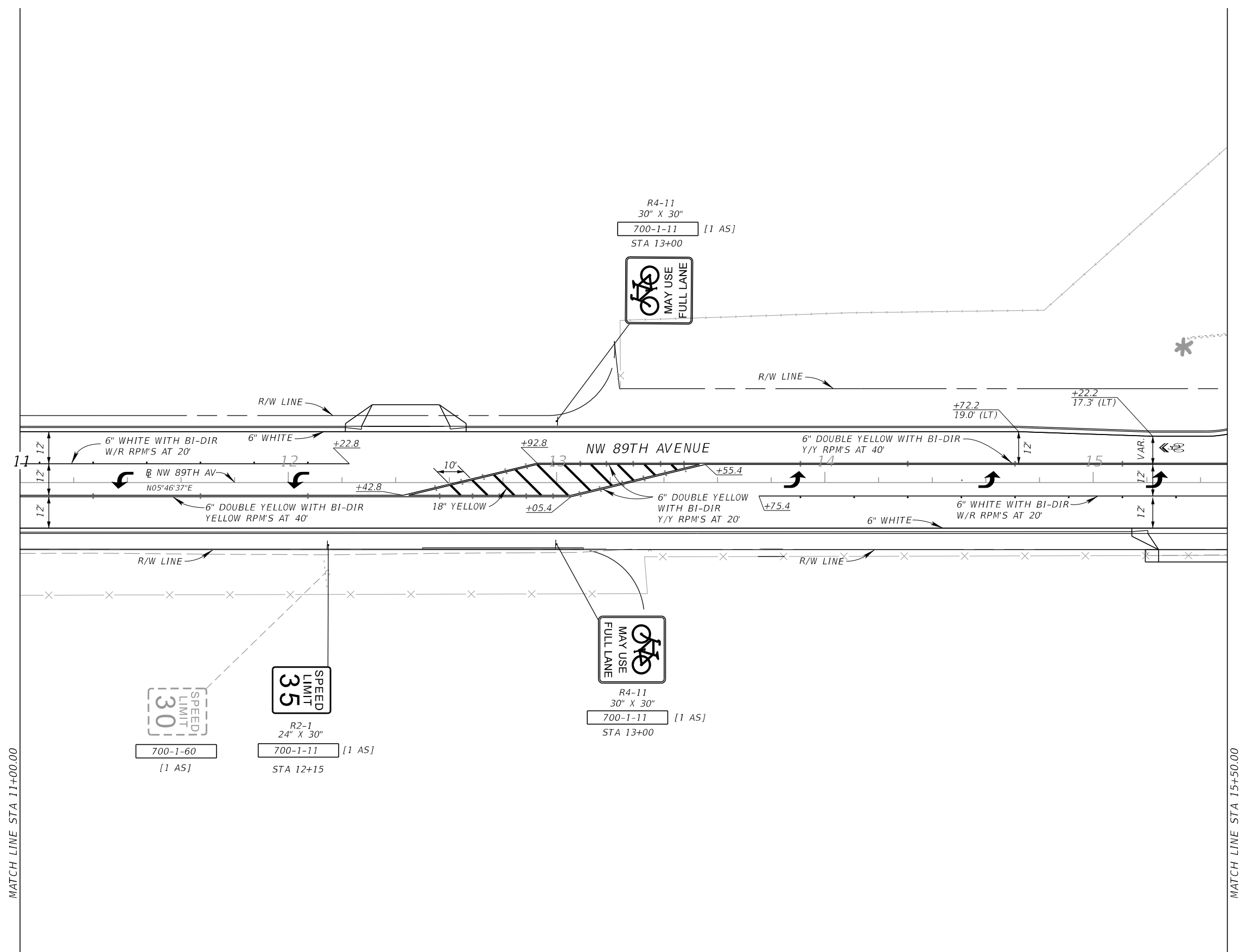
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DATE	DESCRIPTION	DATE	DESCRIPTION					
								S-6



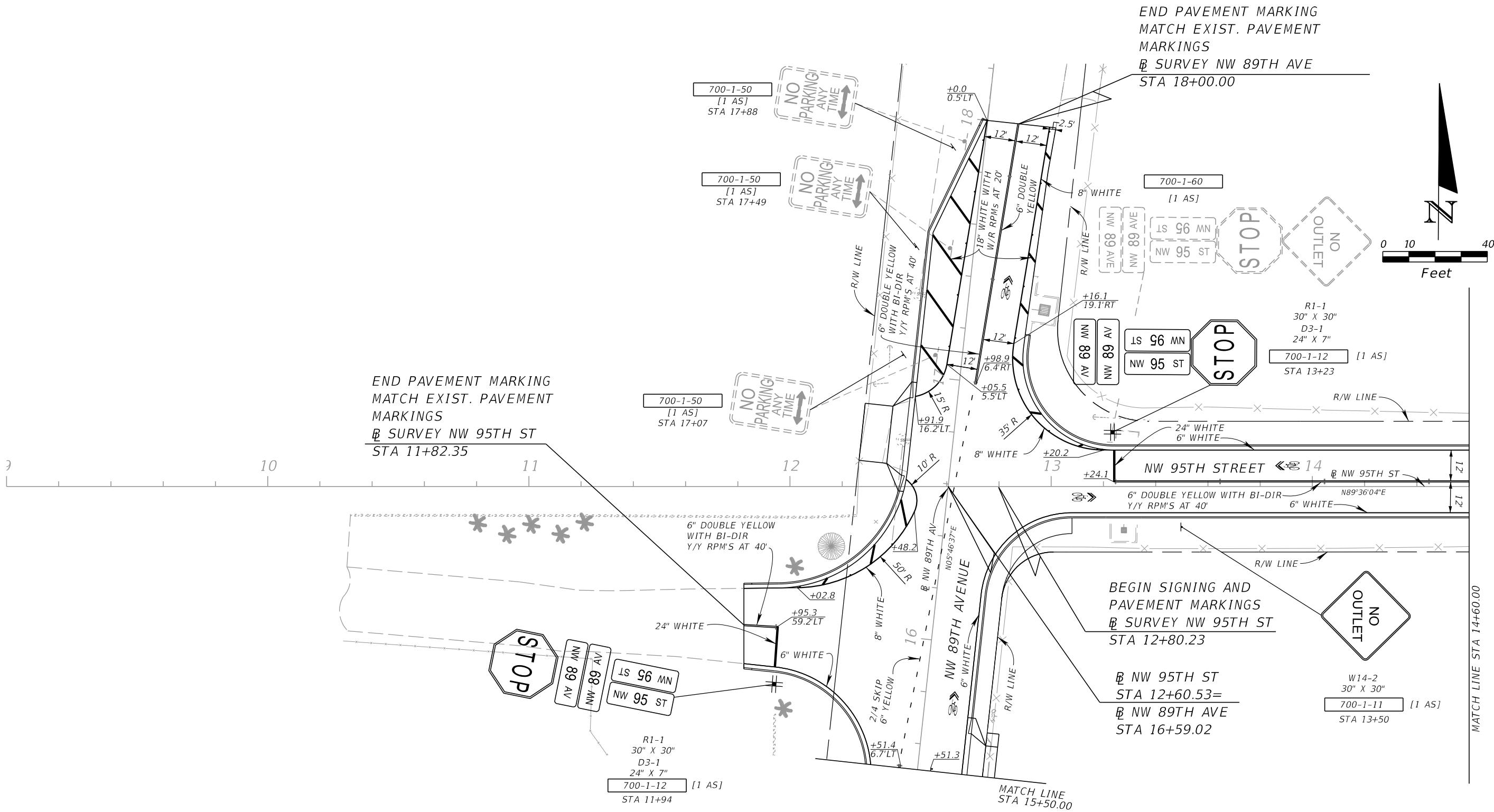
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DATE	DESCRIPTION	DATE	DESCRIPTION			COUNTY	OCP No		S-7



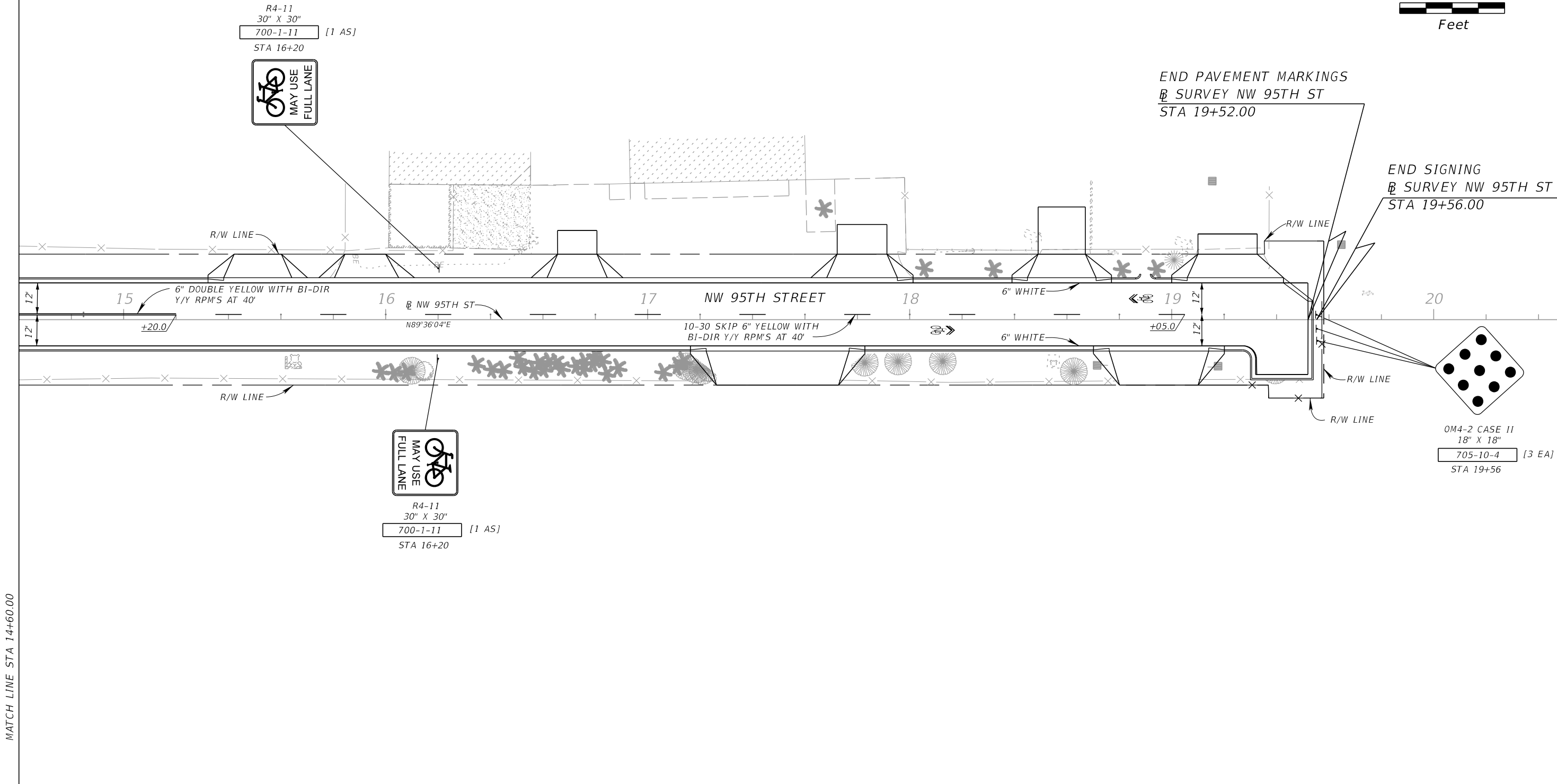
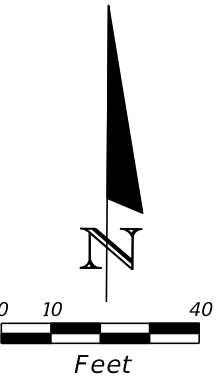
REVISIONS				<div>Kimley»Horn</div> <div>Certificate Of Authorization No. 696</div> <div>Leonte I. Almonte, P.E.</div> <div>P.E. License No. 70822</div> <div>1221 Brickell Avenue - Suite 400</div> <div>Miami, Florida 33131-3228</div>	<div></div> <div>TOWN OF MEDLEY</div> <div>COUNTY</div> <div>MIAMI-DADE</div>	<div>OCP No</div> <div>SW0103</div>	SIGNING AND PAVEMENT MARKING PLAN	SHEET NO. S-8
DATE	DESCRIPTION	DATE	DESCRIPTION					



REVISIONS				<div>Kimley»Horn</div> <div>Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div></div> <div>TOWN OF MEDLEY</div> <div>COUNTY</div> <div>MIAMI-DADE</div>	<div>OCP No</div> <div>SW0103</div>	SIGNING AND PAVEMENT MARKING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					S-9



REVISIONS				<div> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div> TOWN OF MEDLEY</div> <table><tr><th>COUNTY</th><th>OCP No</th></tr><tr><td>MIAMI-DADE</td><td>SW0103</td></tr></table>	COUNTY	OCP No	MIAMI-DADE	SW0103	<div>SIGNING AND PAVEMENT MARKING PLAN</div>	SHEET NO.
COUNTY	OCP No										
MIAMI-DADE	SW0103										
DATE	DESCRIPTION	DATE	DESCRIPTION			S-10					



REVISIONS				<div> Certificate Of Authorization No. 696 Leonte I. Almonte, P.E. P.E. License No. 70822 1221 Brickell Avenue - Suite 400 Miami, Florida 33131-3228</div>	<div> TOWN OF MEDLEY</div>	<div>SIGNING AND PAVEMENT MARKING PLAN</div>		SHEET NO. S-11
DATE	DESCRIPTION	DATE	DESCRIPTION					

Z:\14150 Medley South\dwg\14150_topo_06-09-15.dwg 6/12/2015 11:00:14 AM EDT

LEGEND

	Metal Light Pole
	Guy Wire
	Utility Power Pole
	Fire Hydrant
	Water Meter
	Electric Box
	Telephone Box
	Sewer Manhole
	Traffic Sign
	Catch Basin
	Drainage Manhole
	Light Pole
	Sewer Valve
	Water Valve
	Electric Manhole
	Telephone Manhole
	Unknown Manhole
	Guard Pole
	Inverts
	Spot Elevation
	T.B.M.--Temporary Benchmark
	Diameter-Spread-Height
	Right of Way Lines
	Overhead Utility Lines
	X-Utility-Water
	X-Utility-Sanitary
	X-Utility-Drainage
	X-Utility-Gas
	X-Utility-Electric
	X-UTL-COMM
	X-Utility-Telephone

ABBREVIATIONS

R/W	Right-of-Way Line
P/L	Property Line
I.D.	Identification
C.S.	Concrete Slab
R.M.B.	Road Map Book
CL	Center Line
ML	Monument Line
F.F.E.	Finish Floor Elevation
P.B.	Plat Book
PG.	Page
ASPH.	Asphalt
CONC.	Concrete
U.E.	Utility Easement
D.E.	Drainage Easement
RT	Right Turn
LT	Left Turn

SURVEYOR'S NOTES:

SECTION 1) DATE OF FIELD SURVEY:

1. The date of the Original Survey was on June 2, 2006.
2. The date of the Topographic Survey was on October 24, 2014.
3. The date of the Additional Survey was on March 18, 2015.

SECTION 2) PROJECT AREA:

A Public Road Right of Ways of N.W. 93rd Street from 860 feet West of N.W. 89th Avenue to Railroad Tracks of Florida East Coast Railroad; N.W. 89th Avenue from N.W. 93rd Street to 200 feet North of N.W. 95th Street and N.W. 95th Street from N.W. 89th Avenue going 700 feet East, lying in Miami-Dade County, Florida.

SECTION 3) ACCURACY:

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

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

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

This Map of Survey is intended to be displayed at a scale of (1"=40') or smaller.

SECTION 4) SOURCES OF DATA:

North arrow direction is based on an assumed Meridian.

Bearings as shown hereon are based upon the East Line of the Southeast 1/4 of Section 4, Township 53 South, Range 40 East, with an assumed bearing of S01°44'25"E, said line to be considered a well monumented line.

Plat of "SUNNY GLADE FARMS", recorded in Plat Book 8, at Page 73 of the Public Records of Miami-Dade County, Florida.

Plat of "SUNNY SLOPE GARDENS", according to the Plat thereof, recorded in Plat Book 23, at Page 25 of the Public Records of Miami-Dade County, Florida.

Plat of "FLORIDA FRUIT LAND'S COMPANY SUBDIVISION No.1", according to the Plat thereof, recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida.

Plat of "MARRERO SUBDIVISION", according to the Plat thereof, recorded in Plat Book 155, at Page 43 of the Public Records of Miami-Dade County, Florida.

Section Map for Sections 3 & 4, Township 53 South, Range 40 East, prepared by Miami-Dade County, Public Works Department, Engineering Division Services, last revised April 27, 2007.

Survey of Township 53 South, Range 40 East, prepared by Miami-Dade County, Public Works Department, Engineering Division Services. I

Elevations as shown hereon here are referenced to the National Geodetic Vertical Datum of 1929, as per Miami-Dade County's Benchmark.

Benchmark N-3024. Said Benchmark has an Elevation of 14.13 feet.

Benchmark 667-R. Said Benchmark has an Elevation of 11.50 feet.

Benchmark N-3076. Said Benchmark has an Elevation of 12.29 feet.

Benchmark N-575. Said Benchmark has an Elevation of 4.82 feet.

SECTION 5) LIMITATIONS:

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

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

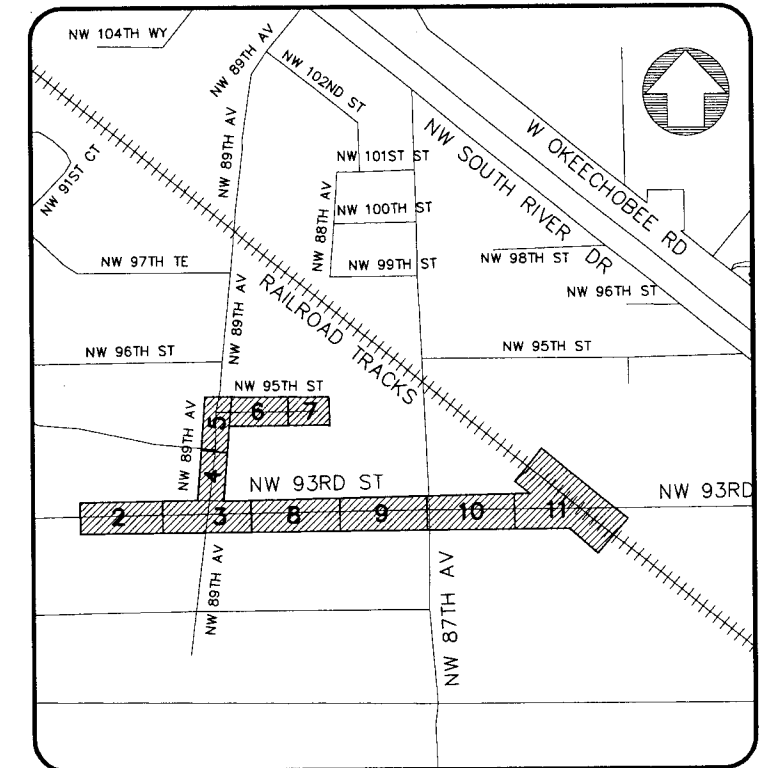
No excavation or determination was made as to how the Subject Property is served by utilities.

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

The Subsurface Utility exploration performed on the fields depicted in this Map of Survey was performed by utilizing Ground Penetrating Radar (GPR) and Electromagnetic Technologies. The client should be aware that these technics is not 100% accurate. The accuracy is depending on factors such as but not limited to:

- a) soil type and moisture,
 - b) size of underground utility,
 - c) type of underground utility and
 - d) depth of underground utilities
- Some utilities may not be detected by Ground Penetrating Radar (GPR) and, if detected, GPR will detect the presence of the utility but not the type. For this reason the Client will do the best of his knowledge and available resources to identify the type of utility.

SECTION 3 & 4 - TOWNSHIP 53 SOUTH - RANGE 40 EAST



LOCATION MAP
NOT TO SCALE

SECTION 6) CLIENT INFORMATION:

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

TOWN OF MEDLEY

SECTION 7) SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Topographic Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Topographic Survey" meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

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

By:

Abraham Madrid, PSM
Registered Surveyor and Mapper LS6006
State of Florida

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



HADONNE
8700 W Flagler Street, Suite 420
Miami, Florida 33174
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F: +1(305) 207-6845
www.hadonne.com

TOWN OF MEDLEY

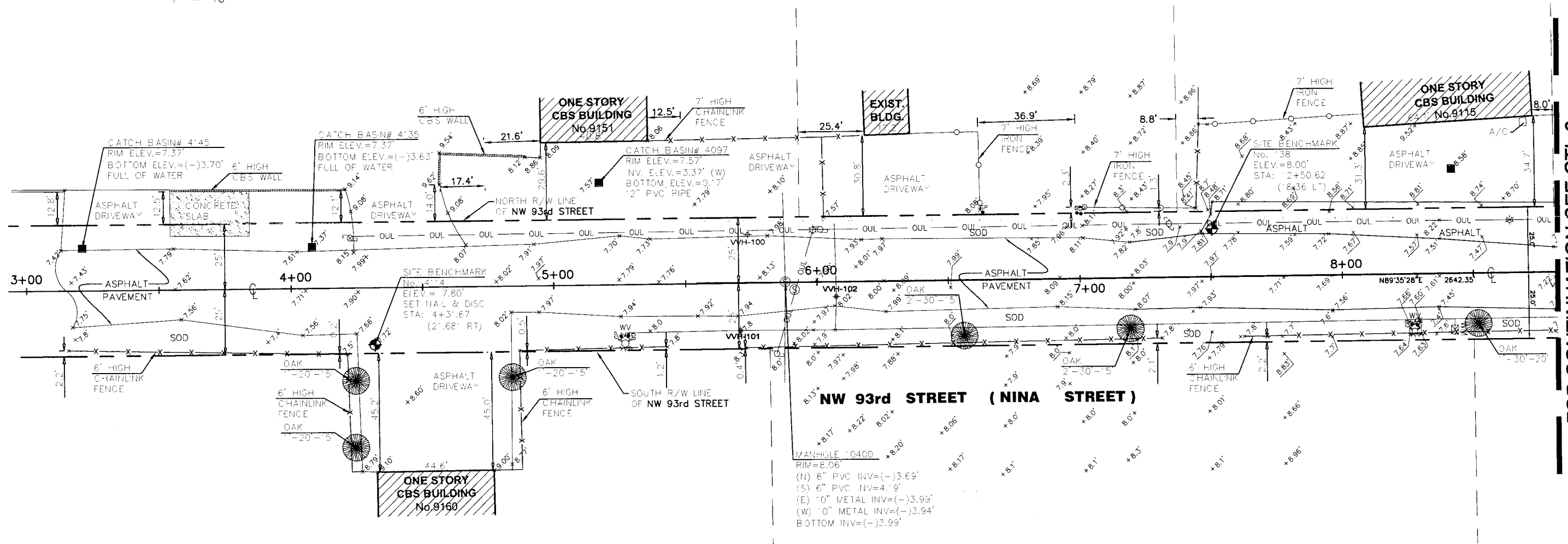
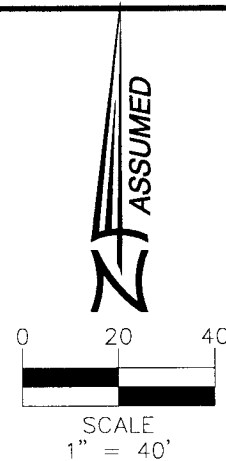
COUNTY
MIAMI-DADE

JOB NUMBER
14150

TOPOGRAPHIC SURVEY

SHEET
NO.

CTL-1



Summary of Verified Utilities

VWH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
100	WATER	5+70				SEE COMMENTS	871555.8000	554614.2400	N/A	N/A	WATER LINE DOES NOT EXIST (NW 93 ST BL)
101	WATER	5+70.80	17.9	RT	7.75	3.79	871553.0104	554577.7879	E-W	N/A	(NW 93 ST BL)
102	WATER	6+07.30	5.5	RT	8.01	4.73	871589.4675	554590.4210	N-S	N/A	(NW 93 ST BL)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
1- 03-23-2015	ADDITIONAL TOPO	6-	
2- REVISION MANHOLE DATA	06-02-15	7-	
3-		8-	
4-		9-	
5-		10-	

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TOWN OF MEDLEY	
COUNTY	JOB NUMBER
MIAMI-DADE	14150

TOPOGRAPHIC SURVEY

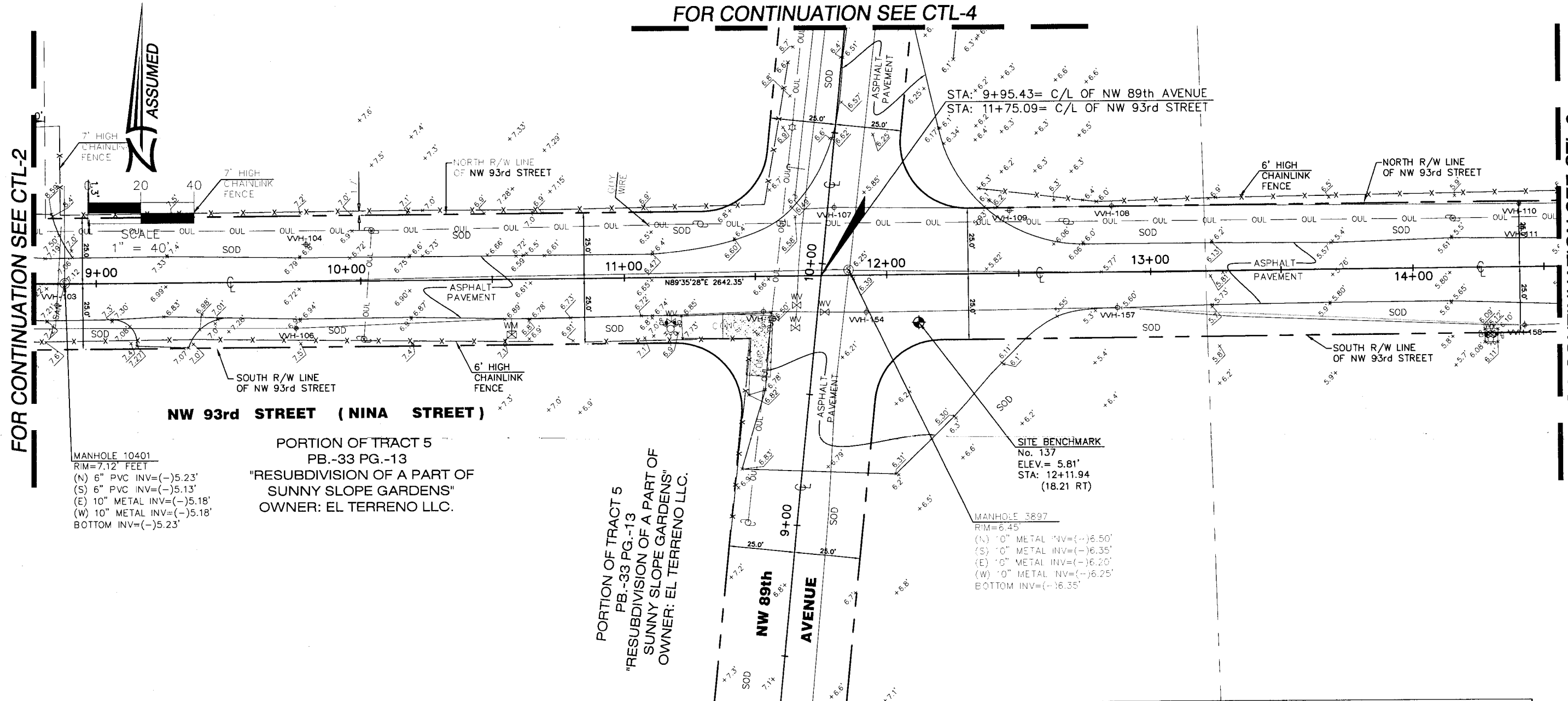
SHEET
NO.

CTL-2

FOR CONTINUATION SEE CTL-4

FOR CONTINUATION SEE CTL-2

FOR CONTINUATION SEE CTL-8



Summary of Verified Utilities

VWH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
103	WATER	8+84.99	8.0	RT	7.22	4.90	871867.1192	554589.9663	N-S	N/A	(NW 93 ST BL)
104	WATER	9+75				SEE COMMENTS	871961.1000	554612.8000	N/A	N/A	WATER LINE DOES NOT EXIST (NW 93 ST BL)
106	WATER	9+75.23	17.7	RT	7.30	3.15	871957.4224	554580.8941	E-W	N/A	(NW 93 ST BL)
107	GAS	10+21.72	2.4	RT	6.20	3.59	872162.1990	554625.9340	E-W	N/A	(NW 89 AVE BL)
108	GAS	12+85.56	25.0	LT	6.22	3.28	872267.4375	554625.8938	E-W	N/A	(NW 93 ST BL)
109	BFO	12+46.74	23.9	LT	6.20	2.70	872228.6300	554624.4200	E-W	N/A	1' SOUTH OF GAS LINE (BFO LINE COULD NOT BE TRACED, POSSIBLY NOT A LIVE WIRE) (NW 93 ST BL)
110	GAS	14+40.83	24.0	LT	6.03	3.81	872422.7120	554625.9326	E-W	N/A	(NW 93 ST BL)
111	BFO	14+41				SEE COMMENTS	872423.4200	554617.1900	N/A	N/A	BFO DOES NOT EXIST (NW 93 ST BL)
151	WATER	11+52.89	13.4	RT	6.52	2.85	872135.0520	554586.5160	E-W	N/A	(NW 93 ST BL)
154	WATER	11+92.07	14.1	RT	6.30	3.45	872174.2315	554586.0432	E-W	N/A	(NW 93 ST BL)
157	WATER	12+87.21	13.5	RT	5.60	2.58	872269.3700	554587.2900	E-W	N/A	(NW 93 ST BL)
158	WATER	14+42.28	22.2	RT	5.62	1.99	872424.4935	554579.7126	E-W	N/A	(NW 93 ST BL)
305	WATER	19+50.49	3.3	LT	6.79	3.08	872913.8590	555268.3800	E-W	N/A	(NW 95 ST BL)

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TOWN OF MEDLEY

COUNTY
MIAMI-DADE

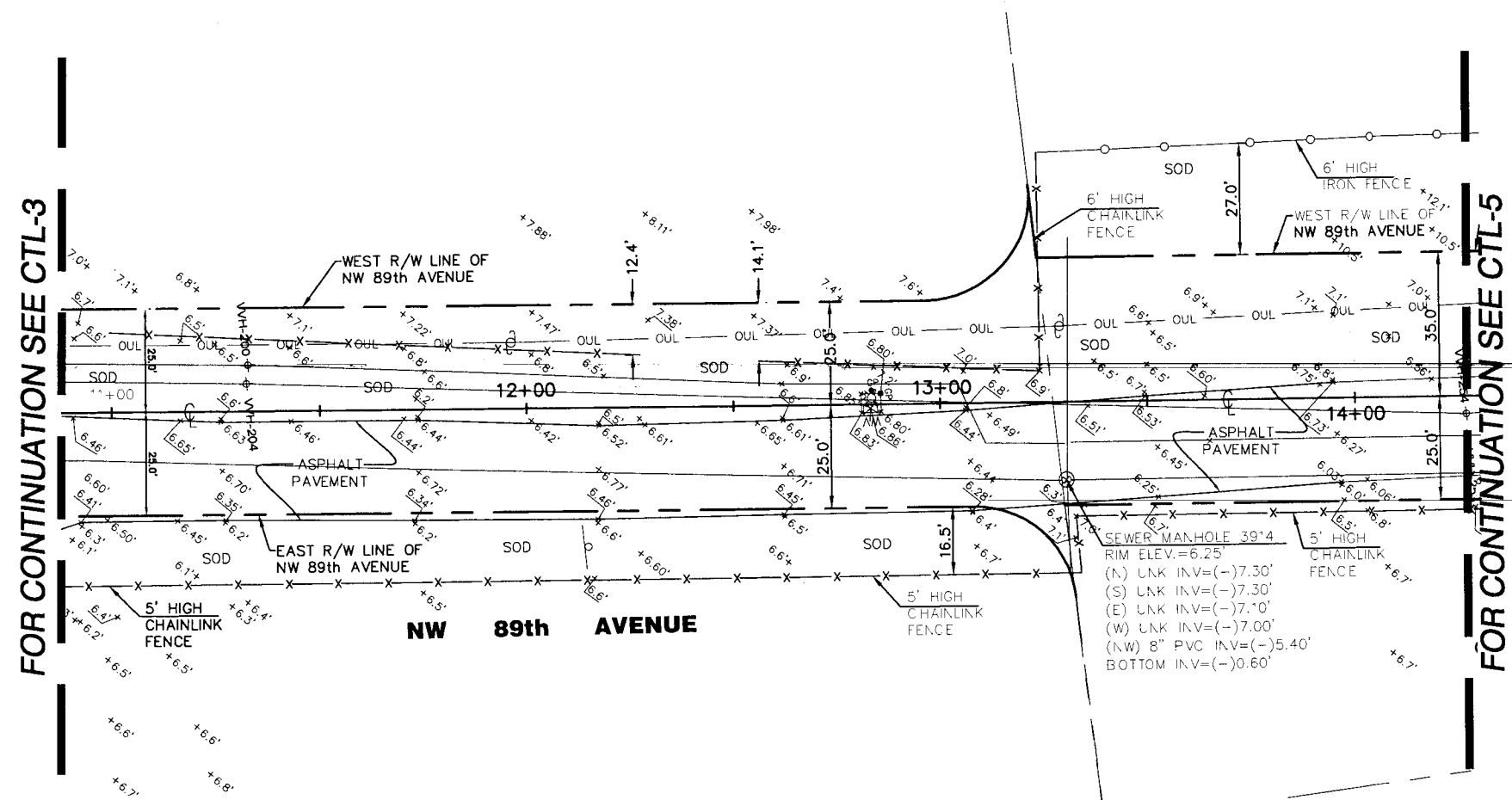
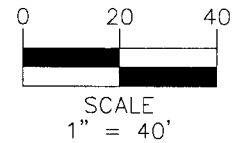
JOB NUMBER
14150

TOPOGRAPHIC SURVEY

SHEET
NO.


CTL-3

Z ASSUMED



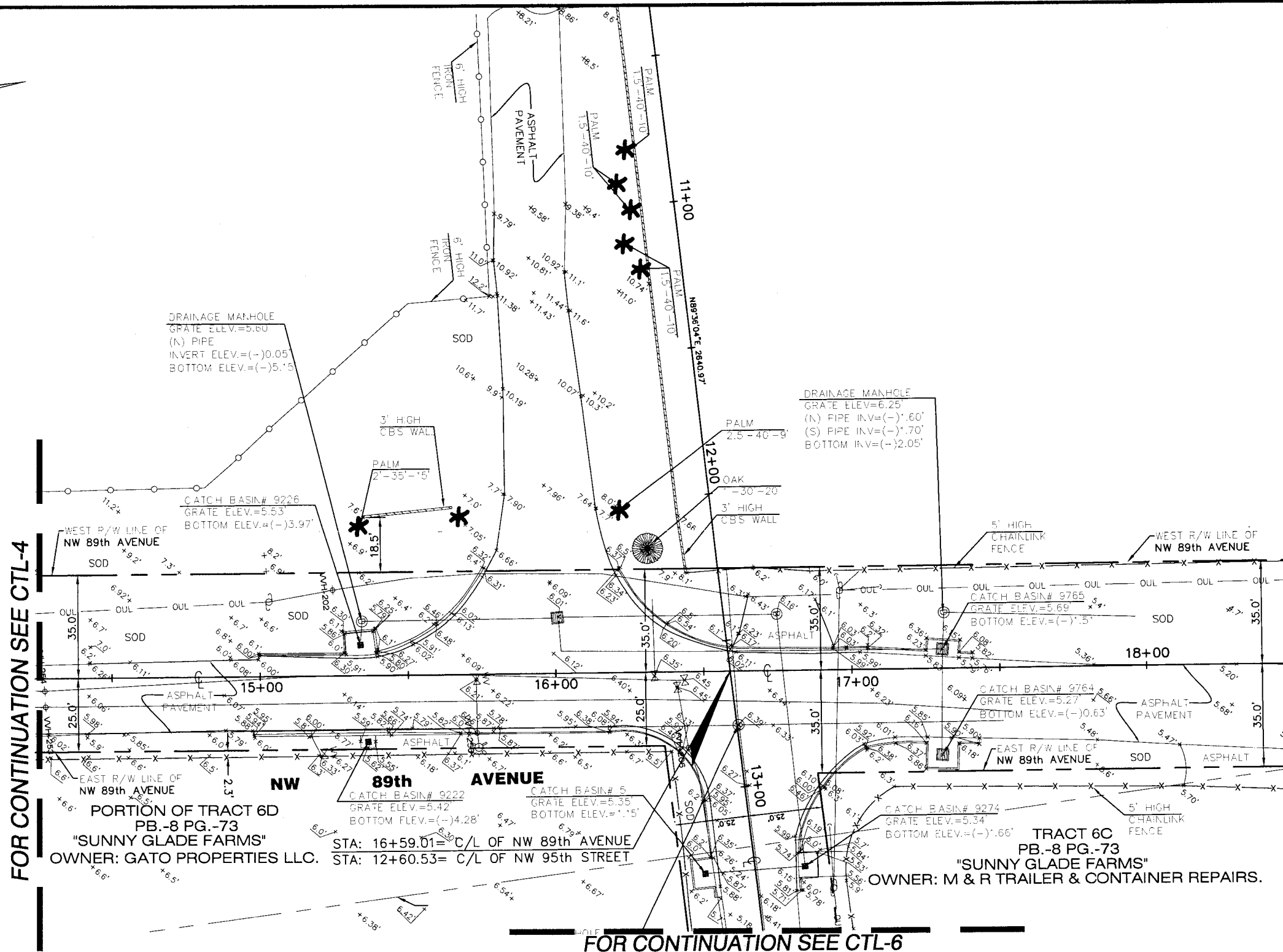
Summary of Verified Utilities

VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
200	GAS	11+32.91	11.2	LT	6.51	3.71	872159.8581	554737.9277	N-S	N/A	(NW 89 AVE BL)
204	WATER	11+32.51	6.7	LT	6.58	2.90	872164.3052	554737.0785	N-S	N/A	(NW 89 AVE BL)

REVISIONS				 HADONNE 8700 W Flagler Street, Suite 420 Miami, Florida 33174 T: +1(305) 266-1188 F: +1(305) 207-6845 www.hadonne.com	TOWN OF MEDLEY		TOPOGRAPHIC SURVEY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	JOB NUMBER		CTL-4
1- 03-23-2015	ADDITIONAL TOPO	6-			MIAMI-DADE	14150		
2-	REVISION MANHOLE DATA 06-02-15	7-						
3-		8-						
4-		9-						
5-		10-						


ASSUMED

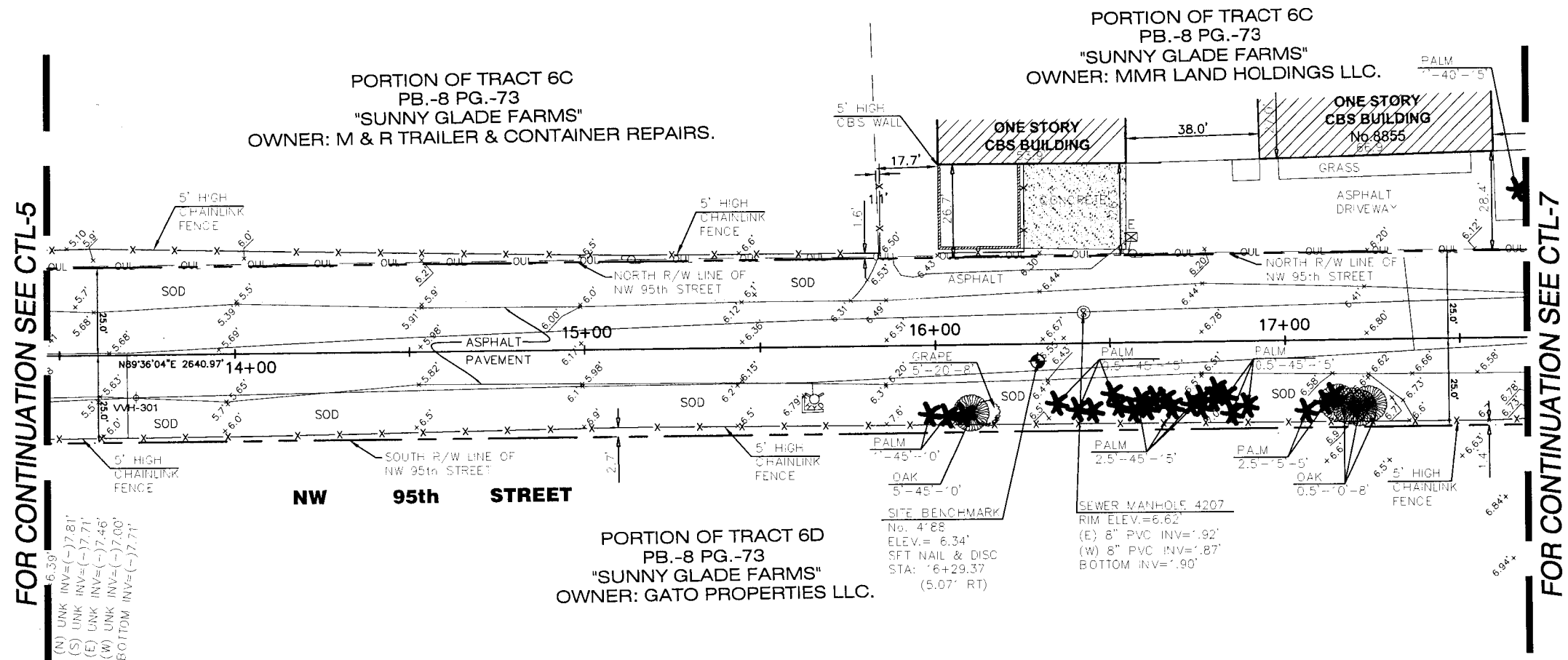
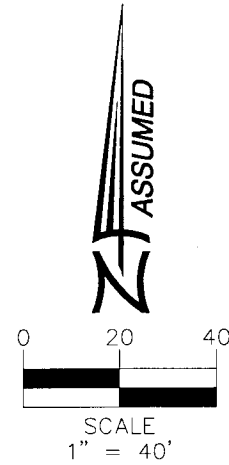
0 20 40
SCALE
1" = 40'



Summary of Verified Utilities


VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
202	COMMUNICATION	15+24.76	29.1	LT	6.63	1.91	872181.5245	555129.5904	N-S	N/A	(NW 89 AVE BL)
253	GAS	14+27.40	9.7	RT	6.23	3.60	872210.2468	555028.8245	N-S	N/A	(NW 89 AVE BL)
254	WATER	14+27.16	4.3	RT	6.12	1.49	872204.8466	555029.1336	N-S	N/A	(NW 89 AVE BL)
256	WATER	15+73.09	19.9	RT	6.16	SEE COMMENTS	872235.0445	555172.7516	E-W	N/A	

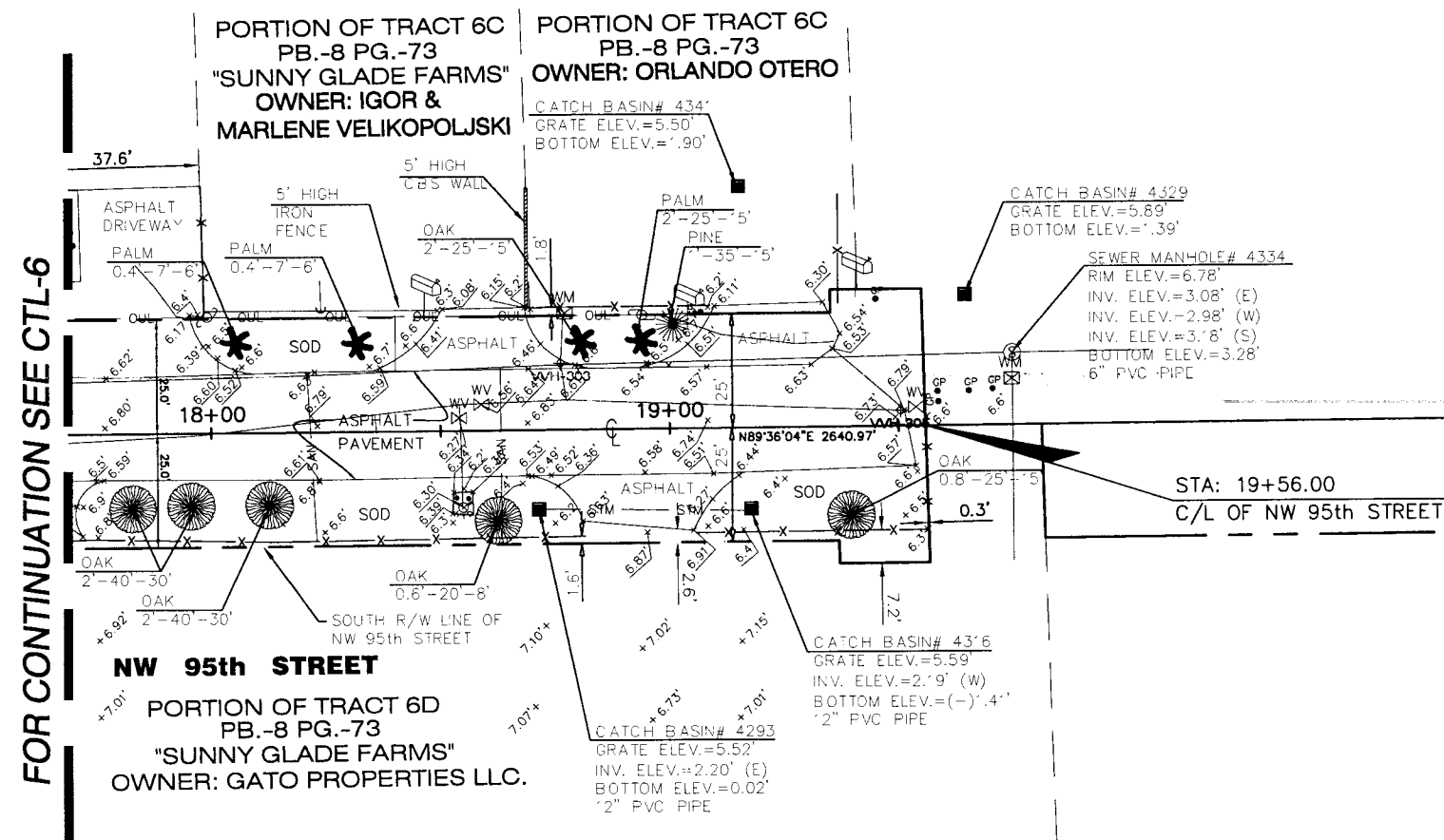
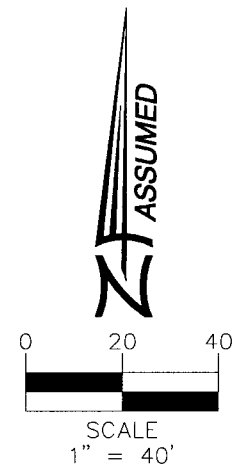
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DATE	DESCRIPTION		DATE		DESCRIPTION				COUNTY	JOB NUMBER
1- 03-23-2015	ADDITIONAL TOPO		6-					MIAMI-DADE	14150	
2-	REVISION MANHOLE DATA 06-02-15		7-							
3-			8-							
4-			9-							
5-			10-							



Summary of Verified Utilities


VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
301	WATER	13+71.67	12.2	RT	5.64	1.73	872335.1600	555248.7900	E-W	N/A	UNABLE TO VERIFY WATER MAIN HIT WATER TABLE @ 4.0' +/- ONLY ABLE TO PROBE MANUAL DEPTH OF 5.02' COULD NOT PENETRATE PAST ROCK "DID NOT VERIFY DEPTH" (NW 89 AVE BL)

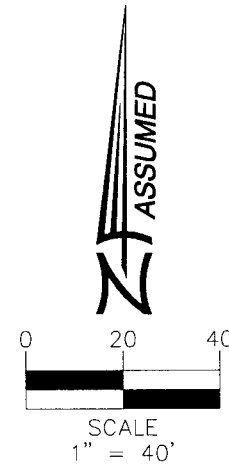
REVISIONS				 HADONNE 8700 W Flagler Street, Suite 420 Miami, Florida 33174 T: +1(305) 266-1188 F: +1(305) 207-6845 www.hadonne.com	TOWN OF MEDLEY		TOPOGRAPHIC SURVEY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	JOB NUMBER		CTL-6
1- 03-23-2015	ADDITIONAL TOPO	6-			MIAMI-DADE	14150		
2- REVISION MANHOLE DATA 06-02-15		7-						
3-		8-						
4-		9-						
5-		10-						



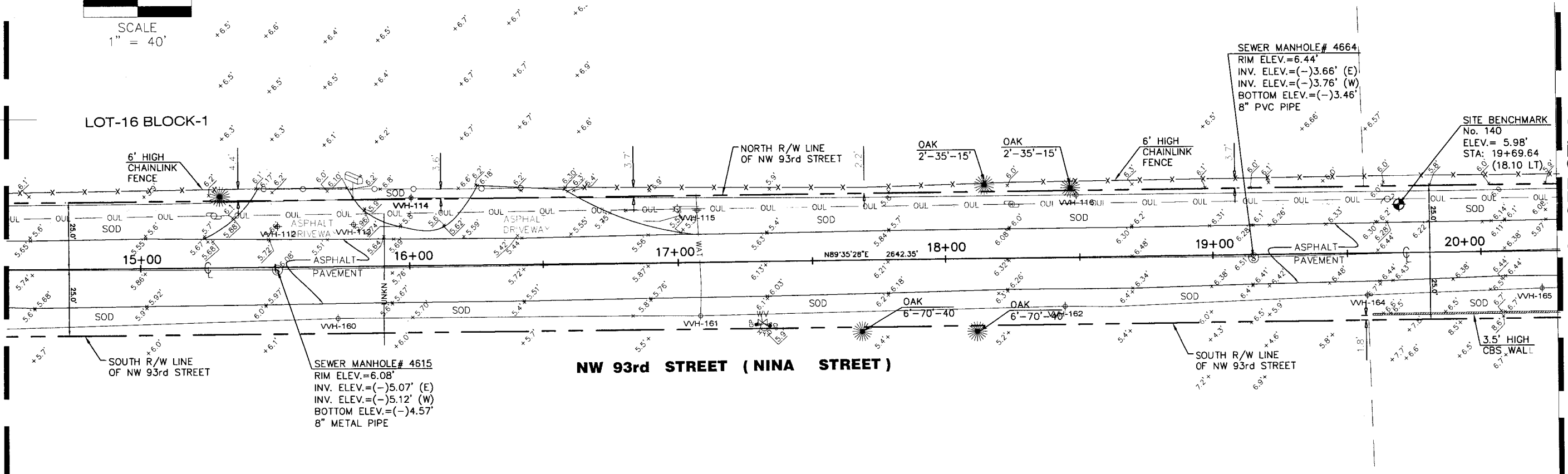
Summary of Verified Utilities

VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
303	WATER	18+76.48	14.5	LT	6.62	2.98	872839.7757	555279.0347	N-S	N/A	(NW 95 ST BL)
305	WATER	19+50.49	3.3	LT	6.79	3.08	872913.8590	555268.3800	E-W	N/A	(NW 95 ST BL)

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	JOB NUMBER		CTL-7
1- 03-23-2015	ADDITIONAL TOPO	6-			MIAMI-DADE	14150		
2- REVISION MANHOLE DATA	06-02-15	7-						
3-		8-						
4-		9-						
5-		10-						



FOR CONTINUATION SEE CTL-3



FOR CONTINUATION SEE CTL-9

Summary of Verified Utilities

VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
114	GAS	16+00.76	25.5	LT	5.75		872582.6282	554628.5137	E-W	N/A	BFO DOES NOT EXIST (NW 93 ST BL)
115	WATER	17+07.28	19.5	LT	5.62	3.85	872689.1800	554623.3600	N-S	N/A	(NW 93 ST BL)
116	GAS	18+48.95	23.3	LT	6.13	2.70	872830.8200	554628.1600	E-W	N/A	(NW 93 ST BL)
160	WATER	15+73.09	19.3	RT	5.81	1.99	872555.2779	554583.5530	E-W	N/A	(NW 93 ST BL)
161	WATER	17+08.18	20.0	RT	5.89	2.25	872690.3740	554583.8850	E-W	N/A	WATER MAIN (NW 93 ST BL)
161	WATER	17+08.18	20.0	RT	5.89	2.50	872690.3740	554583.8850	N-S	N/A	WATER SERVICE (NW 93 ST BL)
162	WATER	18+44.17	18.2	RT	6.02	2.70	872826.3456	554586.5741	E-W	N/A	(NW 93 ST BL)
164	WATER	19+57.41	15.6	RT	6.68	2.70	872939.5600	554589.9856	E-W	N/A	(NW 93 ST BL)
165	WATER	20+22.45	13.9	RT	6.48	2.48	873004.5919	554592.1615	E-W	N/A	(NW 93 ST BL)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
1- 03-23-2015	ADDITIONAL TOPO	6-	
2- REVISION MANHOLE DATA 06-02-15		7-	
3-		8-	
4-		9-	
5-		10-	

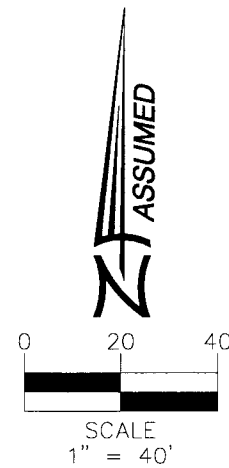
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Miami, Florida 33174
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F: +1(305) 207-6845
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TOWN OF MEDLEY	
COUNTY	JOB NUMBER
MIAMI-DADE	14150

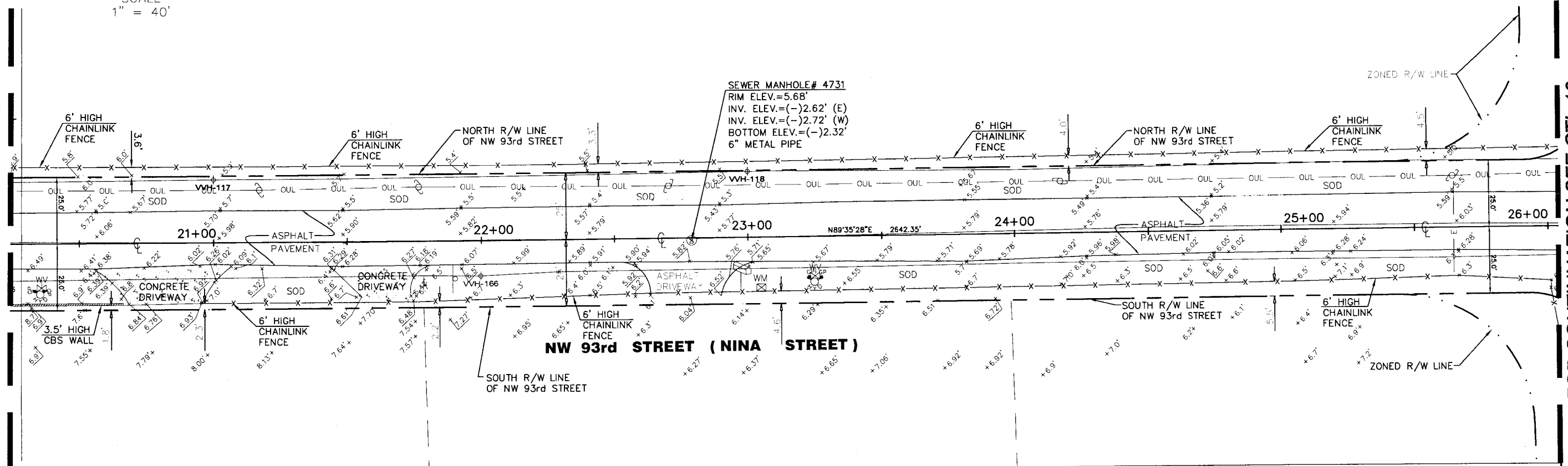
TOPOGRAPHIC SURVEY

SHEET
NO.

CTL-8




FOR CONTINUATION SEE CTL-8

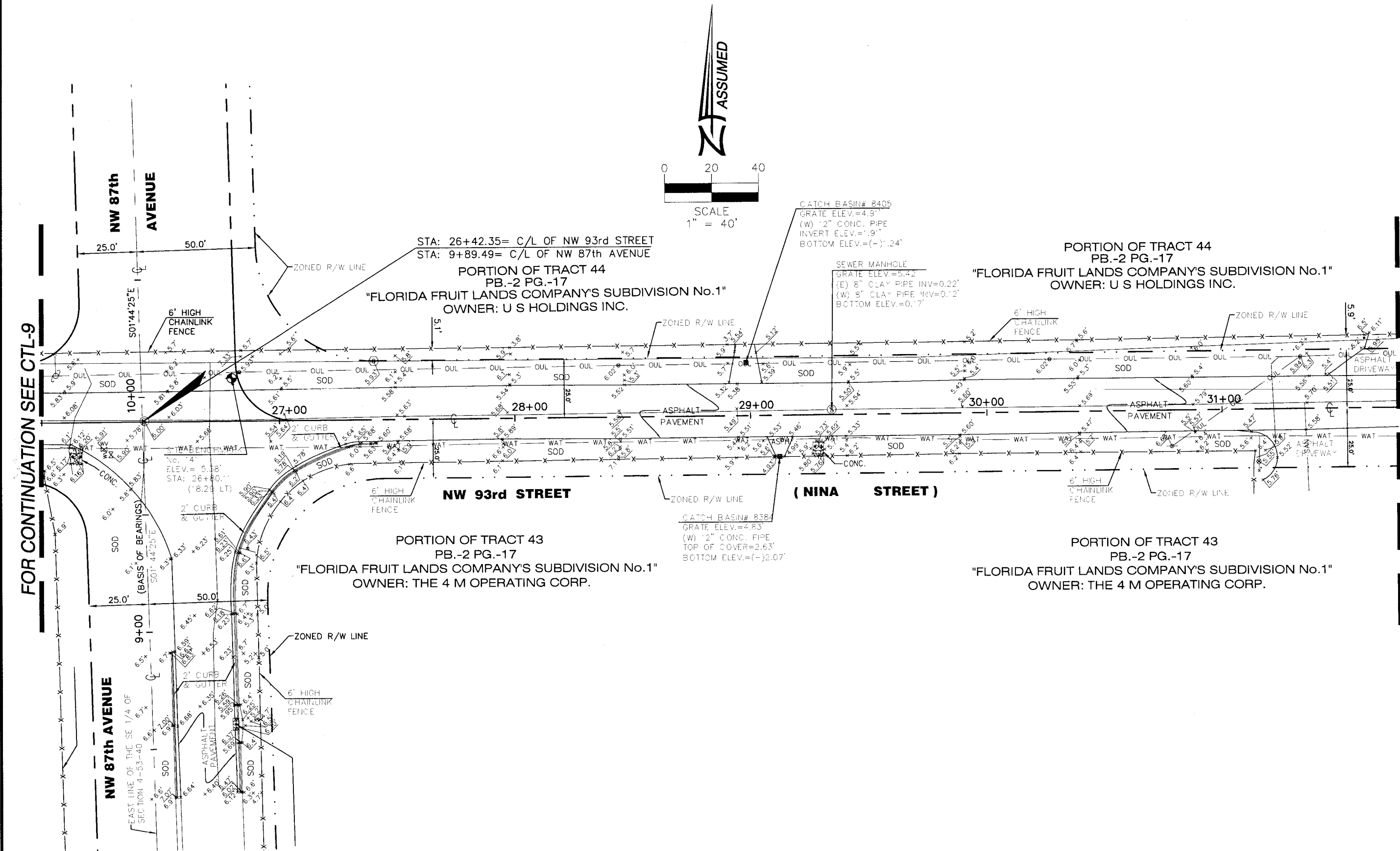


FOR CONTINUATION SEE CTL-10

Summary of Verified Utilities

VVH - Number	UTILITY DESCRIPTION (Owner, type)	B/L and/or C/L			EXISTING GROUND ELEVATION	TOP ELEVATION	(X) EASTING	(Y) NORTHING	UTILITY DIRECTION	OWNER	COMMENTS
		STATION	OFFSET	LT/RT							
117	GAS	21+00.04	23.7	LT	6.04	2.62	873081.9100	554630.2990	E-W	N/A	(NW 93 ST BL)
118	GAS	23+00.06	24.6	LT	5.46	20.60	873281.9170	554632.7290	E-W	N/A	(NW 93 ST BL)
166	WATER	21+99.67	13.4	RT	6.49	2.59	873181.8002	554593.9415	E-W	N/A	(NW 93 ST BL)

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	JOB NUMBER			CTL-9
1- 03-23-2015	ADDITIONAL TOPO	6-			MIAMI-DADE	14150			
2- REVISION MANHOLE DATA	06-02-15	7-							
3-		8-							
4-		9-							
5-		10-							



REVISIONS	
DATE	DESCRIPTION
1- 03-23-2015	ADDITIONAL TOPO
2-	REVISION MANHOLE DATA 06-02-15
3-	
4-	
5-	

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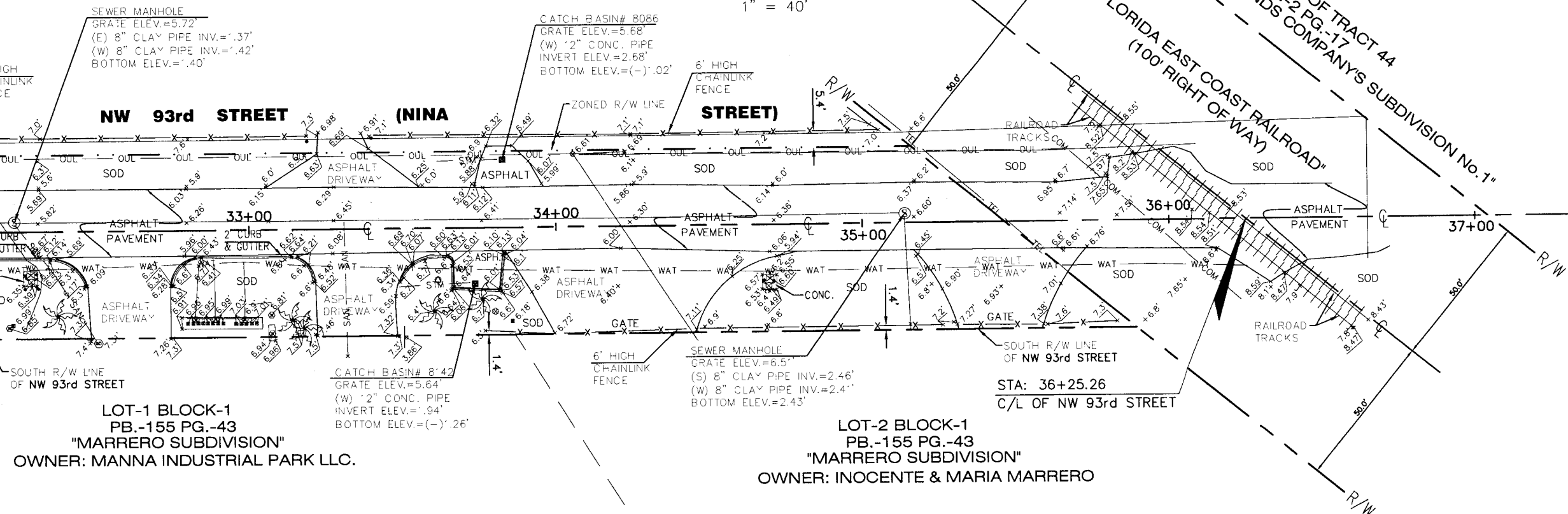
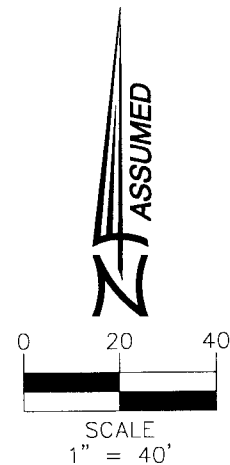
TOWN OF MEDLEY	
COUNTY	JOB NUMBER
MIAMI-DADE	14150


TOPOGRAPHIC SURVEY

SHEET NO.
CTL-10

FOR CONTINUATION SEE CTL-10

PORTION OF TRACT 44
PB.-2 PG.-17
"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1"
OWNER: U S HOLDINGS INC.



REVISIONS				 HADONNE 8700 W Flagler Street, Suite 420 Miami, Florida 33174 T: +1(305) 266-1188 F: +1(305) 207-6845 www.hadonne.com	TOWN OF MEDLEY		TOPOGRAPHIC SURVEY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	JOB NUMBER		CTL-11
1- 03-23-2015	ADDITIONAL TOPO	6-			MIAMI-DADE	14150		
2- REVISION	MANHOLE DATA 06-02-15	7-						
3-		8-						
4-		9-						
5-		10-						

Regulatory Approvals

**NW 89TH AVENUE, NW 93RD STREET AND NW 95TH STREET ROADWAY AND DRAINAGE
CIP PROJECT No. SW-0103**

LIST OF PROJECT APPROVALS

Agency	Description	Issue Date	Expiration Date	Permit Number
Miami-Dade Division of Environmental Resources Management - Pollution Remediation Section	Plans and Environmental Assessment Review	8/31/2015	N/A	N/A
Miami-Dade Division of Environmental Resources Management - Water Control Section	Class VI Permit	5/26/2016	5/26/2018	CLVI - 20160005
Town of Medley ROW Department	ROW Permit	To be obtained by Contractor		
Miami-Dade Division of Environmental Resources Management - Tree Section	Tree Removal Permit	To be obtained by Contractor		
Any Additional Required Permits	TBD	To be obtained by Contractor		



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 4th Floor

Miami, Florida 33136-3912

T 305-372-6700 F 305-372-6982

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August 31, 2015

CERTIFIED MAIL 7013 2630 0001 2418 1885
RETURN RECEIPT REQUESTED

Brenda J. Westhorp, P.E.
Kimley-Horn and Associates, Inc.
1221 Brickell Avenue, Suite 400
Miami, Florida 33131

RE: Paving and Drainage Plans/Limited Environmental Site Assessment Report, dated August 10, 2015 (received on August 11, 2015) and response to DERM's additional information request (received via email on August 27, 2015); prepared and submitted by Kimley-Horn and Associates, Inc. for the Town of Medley Mitigation Area located at, near, or in the vicinity of NW 93rd Street between NW 89th Ave and the F.E.C. Railroad in Miami-Dade County, Florida. SW-1003/File-10550.

Dear Ms. Westhorp:

The Pollution Remediation Section (PRS) of the Department of Regulatory Economic Resources- Division of Environmental Resources Management (DERM) has reviewed the above referenced document. Based on the results for MW-4 (i.e., Aluminum detected at 140 µg/L, below the GCTL of 200 µg/L), the PRS does not have any objection to the installation of the stormwater management system, as illustrated in the drainage plans dated November 2014 and initially disapproved by PRS on May 1, 2015. The following conditions apply:

1. Additional approval from other departments, and/or sections and other governmental agencies having jurisdiction over the scope of work must be obtained, as applicable, prior to the implementation of the project.
2. All work shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification must be provided to the appropriate agencies.
3. Be advised that in the event that evidence of undocumented ground and/or ground water contamination is encountered, the responsible party or his designee is required to immediately notify PRS. The PRS can be contacted at (305) 372-6700.
4. If contaminated soils and buried solid waste material are documented and excavated during construction, they will require proper handling and disposal in accordance with the local, state and federal regulations.

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Be advised that PRS's approval of the drainage system despite discrepancies in the sampling logs and monitoring well completion reports (MW-8 through MW-10 and MW-6), is based on the absence of documented contaminated sites in the vicinity of the proposed exfiltration trenches. However, for future reference, please be advised that sampling results

Ms. Westhorp
SW-1003/F-10550
August 26, 2015
Page 2 of 2

will not be accepted if monitoring well completion reports are not provided. Additionally, the well descriptions provided on the completion reports shall be in agreement with the description provided on the sampling logs.

If you have any questions concerning the above, please contact Guedna Desir of the Pollution Remediation Section at (305) 372-6700 (or via email: guedna.desir@miamidade.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Mayorga', with a stylized flourish at the end.

Wilbur Mayorga, P.E., Chief
Environmental Monitoring and Restoration Division
DERM

WM/gd

ec: Michelle Schuyler, WCS – shuym@miamidade.gov



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6567 F 305-372-6407

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May 26, 2016

RE: Miami-Dade County Class VI Permit No. 20160005: located at NW 89TH AVENUE, NW 93RD STREET AND NW 95 STREET MEDLEY, FL 33178-

Dear Mr. Jorge Soto:

Enclosed is a copy of Class VI Permit No. 20160005, pursuant to the provisions of Section 24-48 of the Miami-Dade County code. Please call or notify this office no later than forty eight(48) hours and no earlier than five(5) days prior to the commencement of work authorized by this permit, by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or by facsimile at (305)372-6489.

If you have any questions, please contact ABDALLAH MAHMOUD of this office at (305)372-6681.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maria D. Molina", with a long horizontal flourish extending to the right.

Maria D. Molina, P.E.
Senior Professional Engineer
Water Control Section

Enclosure

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Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

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NOTICE OF COMMENCEMENT OF CONSTRUCTION

Permit Number: CLVI - 20160005

Issue Date: May 26, 2016

Expiration Date: May 26, 2018

Project Name: NW 89 AVENUE, NW 93RD STREET AND NW 95TH STREET

Location: NW 89TH AVENUE, NW 93RD STREET AND NW 95 STREET MEDLEY, FL 33178-

Permittee: Mr. Jorge Soto
TOWN OF MEDLEY

Professional Engineer: Mr. Derrick C Lewis, P.E.
KIMLEY-HORN AND ASSOCIATES

MUST BE FILLED IN BY PERMITTEE OR CONTRACTOR:

START DATE: _____

DATE OF COMPLETION : _____

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Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

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Class VI Drainage Construction Permit

Permit Number: CLVI-20160005

Project Manager: ABDALLAH MAHMOUD

Issue Date: 05/26/2016

Expiration Date: 05/26/2018

Permittee:

TOWN OF MEDLEY
Mr. Jorge Soto
10776 NW SOUTH RIVER DRIVE
MIAMI, FL 33178-

Professional Engineer:

KIMLEY-HORN AND ASSOCIATES
Mr. Derrick C Lewis, P.E.
1221 BRICKELL AVENUE, SUITE 400
MIAMI, FL 33131-

Application Name: NW 89 AVENUE, NW 93RD STREET AND NW 95TH STREET

Project Location:

NW 89TH AVENUE, NW 93RD STREET AND NW 95 STREET MEDLEY, FL 33178-

Project Description:

The Proposed project is for the improvement of an existing drainage system serving NW 89th Avenue, NW 93rd Street and NW 95th Street within the Town of Medley. The proposed drainage improvement will include the construction of 1,358 L.F. of exfiltration trenches, drainage structures, one sluice gate and one water control structure with connection to an existing drainage system with an overflow outfall to an existing retention area located at the end of NW 89th Avenue (NW 90th Street). All construction activities must be conducted according to the approved plans prepared by Leonte I. Almonte, P.E., Kimley-Horn and Associates, Inc., LLC, dated February 1, 2016, sheets 1 thru 80, CTL-1 thru CTL-11 and S-1 thru 11.

Specific Conditions:

1. Be advised that wetlands are present within the parcels with folio no. 2230040030012 and 2230040030010 and a Class IV Permit would be required prior to any impact on these parcels.
2. If solid waste or debris other than clean fill is encountered, the contractor shall provide a plan for the removal and proper disposal of all unsuitable material, within the limits of the work, for review and approval by DERM. Any fill material to be used shall be in accordance with the clean fill requirements of Chapter 24 of the

THE ABOVE NAMED PERMITTEE IS HEREBY AUTHORIZED TO PERFORM THE WORK SHOWN ON THE APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE WITH THE DEPARTMENT AND MADE PART HEREOF, SUBJECT TO THE ATTACHED GENERAL AND SPECIAL CONDITIONS.

THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION

3. No work within wetlands, as staging, storage of equipment or materials, or transit through wetlands, is authorized by this permit. Any unauthorized work or adverse impact to the wetlands shall result in enforcement action by the Department.
4. The Permittee must comply with the terms and conditions covered under the Pollution Remediation (PRS) approval dated August 15, 2015.
5. The permittee shall implement Best management Practice during the construction activities.
6. The contractor shall take all the necessary measures to keep oil, grease, and debris from entering any adjacent properties, including the surrounding wetlands.

General Conditions:

7. The department shall be notified no later than forty-eight (48) hours and no earlier than five (5) days prior to the commencement of the work authorized by this permit, unless otherwise noted herein. The permittee and/or contractor may notify the department by calling (305) 372-6681 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or facsimile at (305) 372-6489.
8. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by the department staff. The permittee shall require the contractor to review the complete permit prior to the commencement of the activity authorized by this permit.
9. All of the plans and documents referenced on page 1 of this permit are part of the conditions of this permit. In the case of a conflict between any of the approved plans and any condition of this permit, a determination as to which plan or condition to be followed will be made by the department.
10. This permit only authorizes the grading and drainage work summarized in page 1 of this permit. Any additional work not shown in this permit or on the approved plans shall require additional Class VI permit approval.
11. This class VI Permit does not authorize any dewatering activities on the subject property. A separate Class V Permit from the Miami-Dade County's Water Control Section, (305) 372-6681, is required for this activity.
12. The time allotted to complete the work for which this permit has been issued shall be limited to the period stipulated on the permit unless the permittee requests an extension of time from the Department. The time extension request form must be submitted at least thirty (30) calendar days prior to the time of expiration of the time period set forth in the permit or in a prior extension of time. Applications for extensions of time that are not timely filed pursuant to Section 24-48.9(2)(b), of the Code of Miami-Dade County will be returned to the applicant.
13. The permittee must allow the department representatives to inspect the authorized activity during normal business hours to ensure that the work authorized through this permit is being, or has been accomplished in accordance with the terms and conditions of this permit.
14. Compliance with Chapter 24 of the Code of Miami-Dade County as well as all General and Specific Conditions contained in this permit, is required. If the department determines that the permittee and/or contractor is not performing the construction in accordance with the conditions of the permit, the Code, or the approved plans upon which the permit was issued, the department may order suspension of the permit or the stopping of work until such time as the permittee and/or the contractor has complied with the permit, plans or standards. In such case, the permittee or the contractor or both shall take all necessary precautions to leave the work area in a safe and secure condition.

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**

OFFICIAL DOCUMENT



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

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15. If any contamination is encountered on site during construction, the contractor shall immediately cease all subsurface disturbances and notify the department by calling (305) 372-6955, (305) 372-6700, or (305) 372-6681.
16. The permittee shall be responsible for establishing adequate measures and engineering controls during construction to ensure compliance with the water quality standards stipulated in Section 24-42(3), of the Code of Miami-Dade County.
17. The permittee shall apply sediment and erosion control measures along the perimeter of the construction site to protect the adjacent properties from sediment and turbidity discharge and erosion damage.
18. Turbidity may not exceed twenty-nine (29) Nephelometric Turbidity Units (NTU's) above background within surrounding surface waters, and within Outstanding Florida Waters, the standards is no degradation above background levels. If the turbidity levels exceed the above standard, all construction activity shall stop and additional turbidity controls shall be implemented. The construction activity shall not resume until the contractor has received authorization from the department. At the department's discretion, turbidity samples may be required and shall be collected in accordance with Section 24-44.2(3), of the Code of Miami-Dade County, or as specified by the department, and the results sent directly to the the department Project Manager.
19. The permittee shall hold and save Miami-Dade County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operations, maintenance, removal, abandonment or use of any system authorized by this permit.
20. The permittee shall take all necessary precautions to prevent construction or demolition debris from falling into adjacent water bodies or wetlands. Any debris that falls into the adjacent water bodies or wetlands shall be removed immediately via a methodology approved by the department. Construction and demolition debris shall be disposed of in accordance with all Federal, State and Local regulations.
21. Any water body affected by the construction activity should be restored to its pre-existing condition prior to the commencement of the work covered by this permit. The permittee shall also be responsible for ensuring complete removal of accumulated sediments, turbidity curtains, and other devices in a water body that would reduce its conveyance or storage capacity. The permittee is responsible in securing any permits required for this restoration work.
22. The permittee shall comply with the provisions of Chapter 16A of the Code of Miami-Dade County related to Historic Preservation to preserve known and potential archeological resources in the area that are subject to this permit.
23. A NPDES (National Pollutant Discharge Elimination System) Stormwater Permit may be required as per Rule 62-621.300(4), F.A.C. for the proposed construction activity. Please contact the Florida Department of Environmental Protection NPDES Stormwater Section at (850) 245-7522 or www.dep.state.fl.us/water/stormwater/NPDES.
24. If any work or activity associated with this project is to take place in-water:

THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION

Take one collection Every Day

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922 and the department at 305.372.6452. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.

25. All work authorized by this permit shall be performed by the contractor and/or subcontractor holding an applicable certificate of competency and shall be licensed in Miami-Dade County to perform such work. Any work that is subcontracted shall require that the permittee and contractor (i.e. the contractor listed on this permit) notify the project manager at the department at (305) 372-6681 or by facsimile at (305) 372-6489 a minimum of seventy-two hours prior to the subcontractor performing any work. Notification shall include the name of the subcontractor performing the work, the subcontractor's Miami-Dade County license number or state general contractor license number and scope of work.
26. It is a violation of the Code to perform any work authorized pursuant to this permit if the permittee(s) sell or otherwise transfer ownership of the property unless the department has approved an Application for Transfer. An Application for Transfer may be filed with the department at any time prior to the transfer of property ownership and, for a limited time, after the transfer of property ownership and must be signed by both the proposed transferee and transferor. Applications for Transfer shall be filed in the form prescribed by the department and shall not be processed if the filed Application for Transfer is not fully complete in all respects pursuant to Section 24-48.18 of the Code within 120 days of the date of transfer of property ownership. The project must be in compliance with all the restrictions, limitations, and conditions of this permit at the time of submittal of the Application for Transfer and continuously throughout the time period during which the application is being processed.

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**

OFFICIAL DOCUMENT



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

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27. A performance and/or mitigation bond may be held to ensure compliance with the aforementioned conditions and the completion of any required mitigation. Failure to comply with any of these conditions may result in the revocation by Miami-Dade County of all or a portion of the bond without further notice. The bond shall remain in force for up to six (6) months after the approved completion date if the work covered by the bond.
28. If the engineer who provided certification pursuant to Section 24-48.2(I)(B)(2) or pursuant to Section 24-48.2(II)(A)(4) is discharged by the property owner or his agent, or if said engineer ceases to work on the proposed or approved work, all work allowed by this permit shall immediately cease and shall not be resumed until a new engineer is obtained. The property owner shall also be required to obtain a new engineer who shall meet all the requirements of this permit.
29. Issuance of a Class VI permit does not relieve the applicant from obtaining all required federal, State and local permits.
30. Within thirty (30) days after completion of the work, the permittee or contractor shall file record drawings or as-built certified by the engineer of record with the Department.
31. FOR CONSTRUCTION ACTIVITIES THAT DISTURB ONE (1) ACRE OR GREATER, A NPDES GENERIC PERMIT IS REQUIRED. To apply for this permit call FDEP Stormwater Program: (850) 245-7522 or visit Florida DEP NPDES website at: <http://www.dep.state.fl.us/water/stormwater/npdes/construction3.htm>, to apply on-line.
32. The permittee shall retain a copy of the stormwater pollution prevention plan (SWPP) and all reports, records and documentation required by this permit at the construction site, or an appropriate alternative location as specified in the Notice of Intent (NOI), from the date of project initiation to the date of final stabilization. Please refer to DEP Document No. 62-621.3000 (4) (a): <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>

THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION

Delivered to site Every Day