



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305 899 8000 Facsimile: 305 891 7241

AGENDA
SPECIAL COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, May 19, 2015 at 6:30pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations

5 Additions, Deletions or Withdrawals to the Agenda

At this time, any member of the Village Commission or the Village Manager may request to add, change, or delete items from the agenda.

6 Public Comments Related to Agenda Items / Good & Welfare

Comments from the public relating to topics that are on the agenda, or other general topics.

7 Information / Updates

8 Resolutions



8.a Resolution 2015-34

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT BETWEEN MCKENZIE CONSTRUCTION LLC, AND THE VILLAGE OF BISCAYNE PARK FOR THE LOG CABIN RESTORATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

9 Old Business

10 New Business

11 Reports

12 Announcements

Tuesday, May 19th - Crime Watch Meeting at 7:00pm

Wednesday, May 20th - Parks & Parkway Advisory Board at 6:00pm

Monday, May 25th - All Village Departments are Closed for Memorial Day

Tuesday, May 28th - Recreation Advisory Board at 7:00pm

Monday, June 1st - Planning & Zoning Board at 6:30pm

Our next regular Commission meeting is Tuesday, June 2, 2015, at 7:00pm

13 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: May 19, 2015

Subject: Resolution 2015 -- 34 Agreement between the Village of Biscayne Park and McKenzie Construction LLC, for the Log Cabin Restoration

Prepared By: Heidi Siegel, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

An Invitation to Bid for the restoration of the historic log cabin was released on April 2, 2015. The Invitation to Bid was listed on the Village website, in the Daily Business Review and distributed to restoration contractors that are members of the Florida Trust for Historic Preservation. A mandatory pre-bid meeting was held on April 15, 2015 and bids were due on May 1, 2015.

Three (3) construction firms submitted bids for the restoration of the log cabin. In addition to the base bid, the bidders were asked to provide two alternates: Alternate 1 – the construction of the Commission dais and Alternate 2 – which was related to the change of timber that was specified. The bid documents stated: “The work to be performed shall not exceed five hundred thousand dollars (\$500,000.00) in total cost, including the add alternate”. This sum was based on known available funds and the estimate and budget provided by RJ Heisenbottle Architects in the August 2014 Historic Building Evaluation and Recommendation Report that was completed on behalf of a previous Village grant and further investigation of the building (specifically, the discovery of the foundation concerns). The Village received bids from the following firms:

Company	Total Base Bid	Alternate No. 1	Alternate No. 2
ABC Construction	\$825,000	\$45,000	\$140,000
Bejar Construction	\$657,712	\$14,000	\$6,000
McKenzie Construction	\$620,349	\$24,530	\$9,000

The project cost estimate and budget provided by RJ Heisenbottle Architects in the August 2014 Historic Building Evaluation and Recommendation Report for the Log Cabin was \$497,052 including soft costs and contingency. After this estimate was completed a concern was discovered regarding the building foundation. The chosen solution for this issue was considered the most cost effective.

May 19, 2015

Commission Agenda Report

Resolution 2015-34 Agreement with McKenzie Construction LLC for the Log Cabin Restoration

On May 6, 2015 a bid selection committee met to review the submitted bids and make a recommendation to the Village Manager. The committee was comprised of the following individuals: Krishan Manners, Public Services Manager; Art Pyle, resident; Linda Dillon, resident; Kimberlee Misek, resident; and Roy Rodriguez, a historic building contractor and member of the Historic Curtis House board.

The Committee listened to presentations and asked questions of two bidders (ABC Construction chose not to proceed). The Committee then discussed each bidders' submitted bid packages, proposed price, experience with similar projects, firm qualification and the presentations.

On May 7, 2015, the Committee reconvened to discuss the next steps in the process. The Committee determined that all bids were non-responsive because they exceeded the imposed budget. The bid was reopened until Monday May 11, 2015 at noon to allow all bidders, and any interested parties that met the prior requirements of the pre-bid meeting, to submit a revised bid. Bidders were directed by the Committee to resubmit their bids to meet the \$500,000 budget and offer suggestions for value engineering. The reopening was conveyed to all bidders and posted on the Village website.

The following revised bids were submitted on May 11, 2015:

Company	Total Base Bid
ABC Construction	Non-responsive
Bejar Construction	\$565,454
McKenzie Construction	\$489,995

On May 11, 2015, the Committee met and discussed the revised bids. They also received feedback from the project architect about the value engineering suggestions provided by the bidders. The Committee members ranked each firm using a form that was provided. The final results were as follows:

Company	Total Points
ABC Construction	Not Ranked
Bejar Construction	372
McKenzie Construction	373

The Committee unanimously agreed to recommend McKenzie Construction to the Village Manager and request that the Village Manager negotiate with McKenzie Construction.

Per the Invitation to Bid for Bid Number 2015-03, "The VILLAGE reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the VILLAGE". Upon review of the submitted bids and the Bid Review Committee deliberations, the Village Manager, in consultation with the Village Attorney, is recommending that the Village not accept the bids as proffered and find McKenzie Construction the most qualified and most responsive firm to complete the proposed scope of work in the best interest of the Village.

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Commission Agenda Report

Resolution 2015-34 Agreement with McKenzie Construction LLC for the Log Cabin Restoration

On May 14, 2015, the Village Manager and Architect Richard Heisenbottle met with representatives of McKenzie Construction. At the meeting all funding sources were reviewed as well as the scope of work and schedule of estimated values (construction costs).

The results of the meeting were to maintain the scope of work as presented originally in the bid documents by the architect and achieve minor value engineering in the course of the project through some electrical and mechanical equipment where possible.

The proposed contract is based on full scope of work and available funds with an option for a change order once future funds are secured through legislative appropriation, as explained below.

FISCAL / BUDGET IMPACT

During the 2014 State of Florida legislative session the Village was awarded a \$1,000,000 grant from the Florida Department of Economic Opportunity to restore and renovate the Village's log cabin and construct a Public Safety and Administration Annex. Additionally, the Village has received a grant from the Florida Division of Historical Resources in the amount of \$50,000 to be matched with \$50,000 from the Village. The Historical Resources grant is to be used for the restoration of the Log Cabin. The Department of Economic Opportunity and the Department of State worked together to draft the agreements to avoid an overlap in scope of services.

The Department of Economic Opportunity agreement includes the following work items totaling:

- Public Safety and Administration Annex design and construction, including parking, landscaping and lighting. (\$825,000)
- Renovation of Village Hall Log Cabin including removal of additions since 1933 and retro-fitting and including, but not limited to, preparation of construction plans, updating electric and plumbing, repairing structural deterioration, floor refinishing, roof insulation and log replacement. (\$175,000)
 - These funds must be expended and encumbered no later than June 30, 2015.

The Division of Historical Resources agreement includes the following work items:

Rehabilitation work to include shake roofing, HVAC upgrades, electrical upgrades, and toilet and bath accessories. All tasks associated with the restoration, as outlined in the Project Description. (\$100,000).

- It should be noted, the Village has appropriated \$25,000 for this grant in fiscal year 2014/2015 that will be used for a partial match for this grant and will need to appropriate \$25,000.00 for the remaining match for this grant in fiscal year 2015/2016.

The Village also received a grant in the amount of \$5,000 from the Villagers for a portion of the cost to replace the Log Cabin windows.

On March 3, 2015, the Village Commission approved a construction loan with City National Bank for \$350,000.00 for the restoration of the Log Cabin.

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Resolution 2015-34 Agreement with McKenzle Construction LLC for the Log Cabin Restoration

Additionally, on October 31, 2014 the Village applied for an additional grant from the Florida Division of Historical Resources in the amount of \$100,000 to be matched with \$50,000 from the Village for the additional restoration of the exterior and porch components (Village of Biscayne Park Resolution 2014-69). The Florida Historical Commission recommended full funding of the Village’s grant application (Grant #FSC160051). Upon Legislative appropriation, funding will be available July 1, 2015.

On December 2, 2014, the Village authorized RJ Heisenbottle Architects to prepare construction documents and provide bidding, permitting and construction administration for the restoration of the Log Cabin. The total cost of the approved proposal was \$89,000.00.

The proposed contract will include four phases to streamline the processing of grant deliverables and maintain transparency in funding sources.

Project Phase	Funding Source
Phase I: Demolition of porch, removal of floors, installation of footers and a percentage of general condition costs.	Funded through Department of Economic Opportunity Grant (\$175,000) Must be expended or encumbered no later than June 1, 2015
Phase II: Structural work including roof, portion of electrical, portion of mechanical and a percentage of general condition costs.	Funded through Division of Historic Resources Grant (\$100,000)
Phase III: Restoration of floors, installation of windows and doors, remaining electrical, remaining mechanical, bathroom plumbing and fixtures, general restoration work and a percentage of general condition costs.	Funded through Village (\$350,000) and Villagers Grant (\$5,000)
Phase IV: Restoration of porch, log restoration to include chinking and stain, shutters, lighting and a percentage of general condition costs.	Funded through pending Division of Historic Resources Grant (\$150,000)

The proposed project budget is as follows:

	Funding	Expenses
Dept Econ Opp Grant		
Log Cabin Deliverable 1	\$80,000.00	
Log Cabin Deliverable 2	\$95,000.00	
Encumbered Heisenbottle		-\$89,000.00
Asbestos Mitigation		-\$2,900.00
Proposed Restoration Phase I		-\$81,600.00
Contingency		-\$1,500.00

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Division of Historical Resources		
Village Match FY 14/15	\$25,000.00	
Village Match FY 15/16	\$25,000.00	
Grant	\$50,000.00	
Proposed Restoration Phase II		-\$99,522.00
Contingency		\$478.00
Additional Financing		
Village Funds	\$350,000.00	
Villagers Grant	\$5,000.00	
Proposed Restoration Phase III		-\$339,211.00
Contingency		\$15,789.00
Pending Division of Historical Resources Grant		
Village Match	\$50,000.00	
Grant (up to 100,000)	\$100,000.00	
Proposed Restoration Phase IV		-\$134,545.00
Contingency		\$15,455.00
Total Available Funds*	\$780,000.00	
Total Project Costs		(\$746,778.00)
Total McKenzie Construction Cost		(\$654,878.00)
Total Contingency		(\$33,222.00)
*Pending Legislative Appropriation		

Change to the final scope of work include value engineering (i.e. mechanical and electrical equipment and fixtures), addition of the foundation repairs in the amount of \$22,050 in Phase I and the inclusion of the Commission dais in the amount of \$24,530.00 in Phase IV.

The proposed contract is for \$520,333.00 for full funding of Phases I, II & III based on a review of available funds.

Phase IV is based on the scope of work provided in the Special Category grant. Additionally, the contract states that Phase IV is solely contingent upon issuance of State of Florida Department of State Historical Resources funding for Special Categories Grant FSC160051 in the amount of \$100,000.00 with a \$50,000 match provided by the Village of Biscayne Park for a total amount of \$150,000.00. Phase IV will be presented as a change order to this contract for \$134,545.00 upon execution of the required grant agreement with the State of Florida Department of State. Upon approval of Phase IV, the total contract amount with McKenzie Construction will be \$654,878.00.

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Should the Village not receive the legislative appropriation on July 1, 2015, the Village Manager, architect and proposed contractor have agreed to meet to review the Phase IV scope of work and determine what may be delayed pending further funding availability. In the event that Phase IV is not funded, the Village may need to address the shortfall through the unrestricted reserve or general fund.

- It should be noted, the Village will need to appropriate \$50,000.00 for the match for this grant in fiscal year 2015/2016, if the legislative appropriation is approved. (Resolution 2014-69)

STAFF RECOMMENDATION

Based on a careful analysis of all bids submitted, the funding sources, the scope of work, the recommendation of the project architect and the recommendation of the Bid Selection Committee the Village Manager recommends the Village Commission not accept the bids as proffered and find McKenzie Construction the most qualified and most responsive firm to complete the proposed scope of work in the best interest of the Village. Additionally, it is recommended that the Village Commission enter into an agreement with McKenzie Construction in the amount of \$520,333.00 for the restoration of the Log Cabin Phase I, Phase II and Phase III.

ATTACHMENTS

- Resolution 2015-34
- Contract between the Village of Biscayne Park and McKenzie Construction
- List of attendees at April 15, 2015 Mandatory Pre-bid Meeting
- List of Unofficial Bid Results (Bid Opening May 1, 2015)
- Bid Selection Committee Evaluation Forms (May 11, 2015)
- Selection Committee Ranking Summary (May 11, 2015)
- Bid Selection Committee minutes
- McKenzie Construction Submitted Bid (May 1, 2015)
- McKenzie Construction Revised Schedule of Values (May 11, 2015)
- Final Schedule of Estimated Values based on meeting with McKenzie Construction, Village Manager and Architect (May 14, 2015)
- Rehabilitation/Restoration Budget Cost Estimate in Historic Building Evaluation and Recommendation Report prepared by RJ Heisenbottle Architects, August 2014.

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3 **RESOLUTION NO. 2015-34**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAAYNE PARK, FLORIDA;**
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**
8 **CONTRACT BETWEEN MCKENZIE**
9 **CONSTRUCTION LLC, AND THE VILLAGE OF**
10 **BISCAAYNE PARK FOR THE LOG CABIN**
11 **RESTORATION PROJECT; PROVIDING FOR AN**
12 **EFFECTIVE DATE.**
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14

15 WHEREAS, in June 2014, the Village of Biscayne Park was approved for funding in
16 the amount of \$1,000,000 from the State of Florida, a portion of which is for the restoration of
17 the historic Village Hall Log Cabin; and,
18

19 WHEREAS, additional funding will be supplemented by a \$100,000 State of Florida
20 Department of Historic Resources matching grant, a \$5,000 Villagers grant and any other
21 future funding the Village may receive; and
22

23 WHEREAS, the Village will provide \$350,000 towards the project; and
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25 WHEREAS, on April 2, 2015, the Village advertised Invitation to Bid 2015-03 Log
26 Cabin Restoration, whereby three (3) bid proposals were received; and,
27

28 WHEREAS, the Village Manager recommended that the Village not accept the bids as
29 proffered and, after further negotiation, recommended McKenzie Construction, LLC as the
30 most qualified and responsive bidder to complete the project in the best interests of the Village;
31

32 WHEREAS, upon review of the submitted documents and verification of references,
33 the Village desires to retain the services of McKenzie Construction, LLC, for the restoration of
34 the historic Village Hall Log Cabin.
35

36 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
37 VILLAGE OF BISCAAYNE PARK, FLORIDA:
38

39 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
40 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
41

42 **Section 2.** The Village Commission of the Village of Biscayne Park hereby
43 authorizes the Mayor to execute the Contract between McKenzie Construction, LLC, and the
44 Village of Biscayne Park for restoration of the historic Village Hall Log Cabin. The Contract,
45 in substantial form, is attached and incorporated by reference into this resolution as exhibit 1.
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47 **Section 3.** This Resolution shall become effective upon adoption.
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PASSED AND ADOPTED this ____ day of _____, 2015

**The foregoing resolution upon being
put to a vote, the vote was as follows:**

David Coviello, Mayor

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Coviello: ____
Vice Mayor Jonas: ____
Commissioner Anderson: ____
Commissioner Ross: ____
Commissioner Watts: ____

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20 ____, by and between:

VILLAGE OF BISCAYNE PARK
640 NE 114th Street
Biscayne Park, Florida 33161
(hereinafter referred to as "OWNER")

&

McKenzie Construction, LLC
2247 NW 17 Avenue
Miami, Florida 33142
(hereinafter referred to as "CONTRACTOR")

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents, attached hereto and made a part hereof, consist of the Invitation to Bid, Instructions to Bidders, Construction Services Agreement General Conditions, Drawings, Plans, Specifications, Bid Form, Bid Security, CONTRACTOR'S Bid (including documentation accompanying Bid and post Bid documentation submitted prior to the Notice of Award), Qualifications Statement, Contract, Addenda, the record of the Contract award by OWNER'S Village Commission, the Notice of Award, Notice to proceed, Payment and Performance Bonds, and 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.

ARTICLE 2

SCOPE OF THE WORK

- 2.1 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 and the plans and specifications prepared by RJ Heisenbottle Architects for the Log Cabin Restoration based on the following work phases:

Phase I: Demolition of porch, removal of floors, installation of footers and a percentage of general condition costs.

Phase II: Structural work including roof, portion of electrical, portion of mechanical and a percentage of general condition costs.

Phase III: Restoration of floors, installation of windows and doors, remaining electrical, remaining mechanical, bathroom plumbing and fixtures, general restoration work and a percentage of general condition costs.

Phase IV: Restoration of porch, log restoration to include chinking and stain, shutters, lighting and a percentage of general condition costs. (Phase IV is conditioned upon historical resources grants and OWNER change order.)

ARTICLE 3

CONTRACT TIME

- 3.1 **TIME IS OF THE ESSENCE OF THIS CONTRACT.** The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and, subject to authorized adjustments, shall be substantially complete and ready for final payment within one hundred eighty (180) calendar days from the date of Contract Commencement. Final completion of the work will be thirty (30) calendar days after Substantial Completion, and no later than December 1, 2015. 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 Paragraph 11.4 of the Construction Services General Conditions.

ARTICLE 4

CONTRACT SUM

- 4.1 The OWNER shall pay the CONTRACTOR in current funds for the performance of the work specified in Section 2.1 Phase I, Phase II and Phase III, subject to additions and deductions

by Change Order as provided in the Contract Documents, the Contract Sum of five hundred twenty thousand three-hundred thirty three and no cents DOLLARS (\$ 520,333.00).

- 4.2 Phase IV is solely contingent upon issuance of State of Florida Department of State Historical Resources funding for Special Categories Grant FSC160051 in the amount of \$100,000.00 with a \$50,000 match provided by the Village of Biscayne Park for a total amount of \$150,000.00. If the historical resources grant is not delivered or the OWNER decides not to move forward with Phase IV, no funds will be paid to CONTRACTOR for Phase IV. Phase IV will be presented as a change order to this contract for \$150,000.00 upon execution of the required grant agreement with the State of Florida Department of State.

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 The CONTRACTOR may requisition payments for work completed during the project at intervals of not more than once a month in accordance with Article 13 of the Construction Services General Conditions. 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 subcontractors, suppliers and materialmen who were included in the CONTRACTOR's current and previous applications for payment and any other supporting documentation as may be required by the OWNER'S REPRESENTATIVE or Contract Documents. Each requisition shall be submitted in triplicate to the OWNER'S REPRESENTATIVE for approval. The OWNER shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the OWNER'S REPRESENTATIVE of the CONTRACTOR's requisition for payment.
- 5.2 Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the OWNER until the work is totally completed as specified and accepted by the OWNER except that after fifty percent (50%) of the work has been completed, the OWNER may reduce the retainage to five percent (5%) of all monies earned at the OWNER's sole discretion.
- 5.3 The OWNER may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 5.3.1 Defective work not remedied.
 - 5.3.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - 5.3.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - 5.3.4 Damage to another contractor not remedied.

- 5.3.5 Liability for liquidated damages that has been incurred by the CONTRACTOR.
- 5.3.6 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
- 5.3.7 Reasonable evidence that the work will not be completed within the Contract Time.
- 5.3.8 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 OWNER, which will protect the OWNER in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

- 6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the OWNER to the CONTRACTOR in accordance with the provisions of Article 13 of the Construction Services General Conditions when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the OWNER'S REPRESENTATIVE.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Construction Services General Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Miami-Dade County, Florida.
- 7.3 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 7.4 **The Village reserves the right to issue separate Purchase Order for the procurement of material, supplies and equipment in connection with this project if it is beneficial to the Village. Contractor shall be responsible for all Owner-Furnished equipment from date Contractor receives and takes possession of equipment furnished by the Village until items are installed and project is completed. Contractor shall be responsible for the installation of any Owner-furnished equipment.**

7.4 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'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 OWNER 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 OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in duplicate.

THIS AGREEMENT will be effective on _____, 20__.

VILLAGE OF BISCAYNE PARK, FLORIDA

David Coviello, Mayor

ATTEST:

Maria C. Camara, Village Clerk

APPROVED AS TO FORM:

John H. Hearn
Village Attorney

CONTRACTOR

State of: _____

County of: _____

On this, the ___ day of _____, 20___, before me, the undersigned Notary Public of the State of _____, 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 _____

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

- Personally known to me, or
- Produced identification:

(Type of identification produced)

CONSTRUCTION SERVICES AGREEMENT
GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these Construction Services Agreement General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

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

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to the Agreement or made a part thereof.

Application for Payment - The form accepted by OWNER'S REPRESENTATIVE and/or OWNER 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.

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

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document recommended by Contractor, OWNER'S REPRESENTATIVE, or Owner which is signed by CONTRACTOR, OWNER'S REPRESENTATIVE and OWNER 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 Agreement.

Contract Documents - The Contract Documents consist of the Drawings, Plans and Specifications, Bid Form, Instructions to Bidders, 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, Supplementary Conditions, 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.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of the Contract in the case of Unit Price Work).

Contract Time - The date stated in the Agreement for the completion of the work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

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 OWNER'S REPRESENTATIVE and/or OWNER'S recommendation of final payment.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by OWNER'S REPRESENTATIVE and/or OWNER and are referred to in the Contract Documents.

Field Order - A written order issued by OWNER'S REPRESENTATIVE and/or OWNER which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to OWNER'S REPRESENTATIVE and/or OWNER) 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.

OWNER - The Village Commission and their representative, the Village Manager of the Village of Biscayne Park, Florida with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

OWNER'S REPRESENTATIVE - The consulting company representing the Village of Biscayne Park, Florida, throughout the project.

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.

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.

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

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

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.

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.

Work Allowance: A pre-set amount of funds added to the bid form pricing page. These moneys are only to be used for additional work that may be needed due to change orders and unforeseen conditions that increase the submitted bid amount, as approved by the Village. This work allowance will not be made part of the contract sum as shown in the contract documents.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by OWNER'S REPRESENTATIVE and/or OWNER 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 Paragraph 4.2 or 4.3 or to emergencies under Paragraph 5.13. 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 Paragraph 9.3.

Written Amendment - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical aspects rather than strictly Work related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Bonds and Insurance:

Prior to award of the Contract by OWNER, CONTRACTOR shall deliver to OWNER copies of the certificate(s) of insurance evidencing the coverages required hereunder and specifically providing that the Village of Biscayne Park 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 OWNER within fifteen (15) days after issuance of Notice of Award.

2.2 Commencement of Contract Time; Notice to Proceed:

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

OWNER 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.

2.3 Preconstruction Conference:

Within twenty (20) days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, OWNER'S REPRESENTATIVE and/or OWNER and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.4, 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.

2.4 Finalizing Schedules:

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, OWNER'S REPRESENTATIVE and/or OWNER, 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 OWNER'S REPRESENTATIVE and/or OWNER as providing an orderly progression of the Work to completion within the Contract time, but such acceptance will neither impose on OWNER'S REPRESENTATIVE and/or OWNER'S responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to OWNER'S REPRESENTATIVE and/or OWNER as providing a Workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to OWNER'S REPRESENTATIVE and/or OWNER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

3.1 Entire Agreement:

The Contract Documents comprise the entire agreement between OWNER 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.

3.2 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 OWNER, CONTRACTOR, or OWNER'S REPRESENTATIVE, or any of their consultants, agents or employees from those set forth in the Contract Documents.

3.3 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 OWNER'S REPRESENTATIVE and/or OWNER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from OWNER'S REPRESENTATIVE and/or OWNER.

3.4 Amending and Supplementing Contract Documents:

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:

3.4.1 A Change Order; or

3.4.2 A formal written amendment.

3.5 Supplements, Minor Variations or Deviations:

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:

3.5.1 OWNER'S REPRESENTATIVE and/or OWNER'S approval of a Shop Drawing or sample; or

3.5.2 OWNER'S REPRESENTATIVE and/or OWNER'S written interpretation or clarification.

3.5.3 A field order.

3.6 Reuse of Documents:

Neither CONTRACTOR nor any subcontractors or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect Contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other Documents (or copies of any thereof) prepared by or bearing the seal of the OWNER'S REPRESENTATIVE and/or OWNER; and they shall

not reuse any of them on extensions of the Project or any other project without written consent of OWNER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands:

OWNER 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 OWNER 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 OWNER copies of written permission that is obtained from the owners 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.

4.2 Physical Conditions:

4.2.1 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 OWNER or OWNER'S REPRESENTATIVE by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.2.1.1 OWNER and OWNER'S REPRESENTATIVE shall not be responsible for the accuracy or completeness of any such information or data; and

4.2.1.2 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 owners 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.

4.2.2 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 paragraph 5.13), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and OWNER'S REPRESENTATIVE. OWNER'S REPRESENTATIVE and/or OWNER 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.

4.3 Reference Points:

OWNER shall provide engineering surveys to establish reference points for construction which in OWNER'S REPRESENTATIVE and/or OWNER'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 OWNER. CONTRACTOR shall report to OWNER'S REPRESENTATIVE and/or OWNER 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.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 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.

5.2 Dedicated Superintendent

CONTRACTOR shall keep on the worksite at all times during its progress a competent dedicated superintendent and any necessary assistants who shall not be replaced without written notice to OWNER and OWNER'S REPRESENTATIVE unless the superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in his 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.

5.3 Labor, Materials and Equipment:

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 Sunday or any legal holiday without OWNER'S written consent given after prior written notice to OWNER'S REPRESENTATIVE and/or OWNER.

5.3.1 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.

5.3.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by OWNER'S REPRESENTATIVE and/or OWNER, 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 OWNER'S REPRESENTATIVE and/or OWNER, or any of OWNER'S REPRESENTATIVE and/or OWNER'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 Articles 8 and 9.

5.4 Substitutes or "Or Equal" Items

5.4.1 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 may be accepted by OWNER'S REPRESENTATIVE and/or OWNER if sufficient information is submitted by CONTRACTOR to allow OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER'S

REPRESENTATIVE and/or OWNER 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 OWNER 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 OWNER'S REPRESENTATIVE and/or OWNER in evaluating the proposed substitute. OWNER'S REPRESENTATIVE and/or OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.4.2 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 OWNER'S REPRESENTATIVE and/or OWNER, if CONTRACTOR submits sufficient information to allow OWNER'S REPRESENTATIVE and/or OWNER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER'S REPRESENTATIVE and/or OWNER will be similar to that provided in Paragraph 5.4.1 as applied by OWNER'S REPRESENTATIVE and/or OWNER and as may be supplemented in the Contract Documents.

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

5.5 Concerning Subcontractors, Suppliers and Others:

5.5.1 CONTRACTOR shall be fully responsible to OWNER and OWNER'S REPRESENTATIVE for all acts and omissions of the Subcontractors, Suppliers and other persons directly or indirectly employed by his 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. Nothing in the Contract Documents shall create any Contractual relationship between OWNER or OWNER'S REPRESENTATIVE and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or OWNER'S REPRESENTATIVE to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

5.5.2 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and OWNER'S REPRESENTATIVE.

5.6 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.

5.7 Permits:

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

5.8 Laws and Regulations:

5.8.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Neither OWNER nor OWNER'S REPRESENTATIVE shall be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations.

5.8.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws or regulations, CONTRACTOR shall give OWNER'S REPRESENTATIVE and/or OWNER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. 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 OWNER'S REPRESENTATIVE and/or OWNER, CONTRACTOR shall bear all costs arising therefrom.

5.9 Taxes:

5.9.1 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.

5.10 Use of Premises:

5.10.1 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 owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or OWNER'S REPRESENTATIVE by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement 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.

5.10.2 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 OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.10.3 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.

5.11 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. These record Documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to OWNER'S REPRESENTATIVE and/or OWNER for reference. Upon completion of the Work, these record Documents, samples and Shop Drawings will be delivered to OWNER'S REPRESENTATIVE for OWNER.

5.12 Safety and Protection:

- 5.12.1 CONTRACTOR shall provide a construction fence on lots 19 and 20.
- 5.12.2 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.
- 5.12.3 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 OWNER and OWNER'S REPRESENTATIVE. When the use of explosives is authorized by OWNER and OWNER'S REPRESENTATIVE, 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 OWNER, proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to CONTRACTOR'S policies unless otherwise included.
- 5.12.4 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 owners of Underground Facilities and utility owners 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 OWNER'S REPRESENTATIVE has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 13.8 that the Work is acceptable (except as otherwise expressly provided in connection with substantial Completion).

5.12.5 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 OWNER.

5.13 Emergencies:

5.13.1 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 OWNER'S REPRESENTATIVE to OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER'S REPRESENTATIVE and/or OWNER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If OWNER'S REPRESENTATIVE and/or OWNER 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.

5.13.2 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.

5.14 Shop Drawings and Samples:

5.14.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Project Specifications or plans, CONTRACTOR shall submit to OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER'S REPRESENTATIVE and/or OWNER to review the information as required.

- 5.14.2 CONTRACTOR shall also submit to OWNER'S REPRESENTATIVE and/or OWNER 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.
- 5.14.3 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.
- 5.14.4 At the time of each submission, CONTRACTOR shall give OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER'S REPRESENTATIVE and/or OWNER for review and approval of each such variation. Failure to point out such departures shall not relieve CONTRACTOR from his responsibility to comply with the Contract Documents.

5.15 Continuing the Work

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

5.16 Indemnification:

- 5.16.1 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 OWNER, 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 OWNER'S REPRESENTATIVE and/or OWNER, 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 OWNER. 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 therefrom; (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 his Subcontractors, agents, servants or employees; (g) the violation of any federal, state, county or Village laws, by-laws, ordinances or regulations by CONTRACTOR, his Subcontractors, agents, servants or employees; (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.

- 5.16.2 Patent and Copyright Indemnification: CONTRACTOR agrees to indemnify, save and hold harmless OWNER, its officers, agents and employees, from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against OWNER, 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 OWNER, its officers, agents and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 5.16.3 Pursuant to the requirements of Florida Statute 752.06, as amended, the indemnification from liability for damages caused in whole or in part by any act, omission or default by OWNER as contained in Paragraph 5.16.1 above, shall be limited to the monetary amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Contract. All other indemnification required hereunder shall not be limited to the amount of required comprehensive general liability insurance or any required excess insurance.
- 5.16.4 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 OWNER, 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 OWNER when applicable.
- 5.16.5 OWNER 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 agreement. 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 OWNER'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 5.16 and its subparts.

5.17 Liability for Use of Work for Intended Purposes:

As an inducement for OWNER'S Commission to enter into this agreement, CONTRACTOR has represented an expertise in the construction of and completion of like projects as described in these bid specs. In reliance upon those representations, OWNER hired CONTRACTOR for specified construction services and documents. CONTRACTOR understands and agrees that OWNER intends to utilize said plans for the stated purposes and therefore CONTRACTOR shall be liable for any defective or negligent design, whether patent or latent, as such may be found by a court of competent jurisdiction.

ARTICLE 6 - OTHER WORK

6.1 Related Work at Site:

OWNER may perform other Work related to the Project at the site by OWNER'S own forces, have other Work performed by utility owners or let other direct Contracts thereof 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 therefor as provided in this Contract.

ARTICLE 7 - OWNER'S RESPONSIBILITIES - GENERALLY

- 7.1 OWNER shall issue all communications to CONTRACTOR through OWNER'S REPRESENTATIVE and/or OWNER.
- 7.2 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due.
- 7.3 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Article 4. Article 4 also refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site which are known and readily available to OWNER.
- 7.4 OWNER is obligated to execute Change Orders as indicated in Articles 9, 10 & 11.
- 7.5 OWNER shall have such other responsibilities and rights as are expressed in the Contract Documents.

ARTICLE 8 – OWNER’S REPRESENTATIVE STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative:

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

8.2 Visits to Site:

OWNER’S REPRESENTATIVE and/or OWNER 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. OWNER’S REPRESENTATIVE and/or OWNER'S efforts will be directed toward providing for OWNER 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, OWNER’S REPRESENTATIVE shall keep OWNER informed of the progress of the Work and shall endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Technical Clarifications and Interpretations:

OWNER’S REPRESENTATIVE and/or OWNER will issue with reasonable promptness such written clarifications or interpretations of the technical requirements of the Contract Documents as OWNER’S REPRESENTATIVE and/or OWNER 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 therefor as provided in this Contract. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents neither OWNER nor OWNER’S REPRESENTATIVE and/or OWNER will thereafter entertain any excuse for failure to execute the Work in a satisfactory manner.

8.4 Authorized Variations in Work:

OWNER’S REPRESENTATIVE and/or OWNER 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 OWNER, 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 therefor as provided elsewhere in this Contract.

8.5 Rejecting Defective Work:

OWNER'S REPRESENTATIVE and/or OWNER will have the authority to disapprove or reject Work which OWNER'S REPRESENTATIVE and/or OWNER 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.

8.6 Decisions on Disputes:

OWNER'S REPRESENTATIVE and/or OWNER will be the initial interpreter of the technical requirements of the Contract Documents and the acceptability of the Work thereunder. 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 Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to OWNER'S REPRESENTATIVE and/or OWNER in writing with a request for a formal decision in accordance with this Paragraph, which OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER'S REPRESENTATIVE and OWNER 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 OWNER'S REPRESENTATIVE and OWNER within seven (7) calendar days after such occurrence unless OWNER'S REPRESENTATIVE and/or OWNER allows an additional period of time to ascertain more accurate data in support of the claim. The rendering of a decision by OWNER'S REPRESENTATIVE and/or OWNER 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 Paragraph 13.8) will be a condition precedent to any exercise by OWNER 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.

8.7 Limitations on OWNER'S REPRESENTATIVE and/or OWNER'S Responsibilities:

8.7.1 Neither OWNER'S REPRESENTATIVE and/or OWNER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by OWNER'S REPRESENTATIVE and/or OWNER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of OWNER'S REPRESENTATIVE and/or OWNER or CONTRACTOR, any Subcontractor, 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.

8.7.2 OWNER'S REPRESENTATIVE and/or OWNER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

OWNER'S REPRESENTATIVE and/or OWNER shall not be responsible for safety measures on the project. This is the responsibility of the CONTRACTOR.

ARTICLE 9 - CHANGES IN THE WORK

- 9.1 OWNER, without invalidating the Agreement, may order changes in the work which do not materially alter the scope and character of the work of the Agreement 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 OWNER or increases the cost of the work by an amount not in excess of ten thousand and xx/100 dollars (\$10,000.00) must be authorized and approved by the Village Manager prior to their issuance. Any individual Change Order which increases the cost of the work to OWNER by an amount which exceeds ten thousand and xx/100 dollars (\$10,000.00) must be formally authorized and approved by the OWNER'S Commission prior to their issuance and before work may begin. No claim against OWNER for extra work in furtherance of such Change Order shall be allowed unless prior approval has been obtained.
- 9.2 If OWNER 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 therefor as provided in Article 10 or Article 11.
- 9.3 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.
- 9.4 OWNER and CONTRACTOR shall execute appropriate change orders or written amendments covering:
- 9.4.1 Changes in the Work which are ordered by OWNER pursuant to Paragraph 9.1, and are required to correct defective Work or are agreed to by the parties; and
- 9.4.2 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 OWNER. When submitted for approval to OWNER they shall carry the signature of the applicable Department Director, OWNER'S REPRESENTATIVE, and CONTRACTOR.
- 9.5 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.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

- 10.1** 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 his expense without change in the Contract Price.
- 10.2** 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 OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER in writing. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 10.3** The value of any Work covered by a change order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 10.3.1 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.
- 10.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit including any subcontractor fees) which shall not exceed 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.
- 10.3.3 On the basis of the cost of the Work (determined as provided in Paragraphs 10.4 and 10.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in Paragraphs 10.6 and 10.7).

10.4 Cost of the Work

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 OWNER 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 Paragraph 10.5:

- 10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by

OWNER 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 OWNER.

- 10.4.2 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 cast discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
- 10.4.3 Supplemental costs including the following:
 - 10.4.3.1 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.
 - 10.4.3.2 Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of OWNER'S REPRESENTATIVE and/or OWNER, and the costs, of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
 - 10.4.3.3 Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.
 - 10.4.3.4 Royalty payments and fees for permits and licenses.
 - 10.4.3.5 The cost of utilities, fuel and sanitary facilities at the site.
 - 10.4.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
 - 10.4.3.7 Cost of premiums for additional bonds and insurance required because of changes in the work.

10.5 Not Included in the Cost of the Work:

The term cost of the work shall not include any of the following.

- 10.5.1 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 10.4.1 - all of which are to be considered administrative costs covered by CONTRACTOR'S fee.
- 10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
- 10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 10.5.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.4.

10.6 CONTRACTOR'S Fee:

CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

- 10.6.1 A mutually acceptable negotiated fee:
 - 10.6.1.1 For costs incurred under Paragraphs 10.4.1 and 10.4.2, CONTRACTOR'S fee shall not exceed ten percent (10%).
 - 10.6.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 10.4.3.1, 10.4.3.2, 10.4.3.3, 10.4.3.4, 10.4.3.5, 10.4.3.6, 10.4.3.7, 10.5, 10.5.1, 10.5.2, 10.5.3, 10.5.4, 10.5.5 and 10.5.6.
 - 10.6.1.3 The amount of credit to be allowed by CONTRACTOR to OWNER 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.

- 10.6.1.4 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.

10.7 Cost Breakdown Required:

Whenever the cost of any work is to be determined pursuant to Paragraphs 10.4 or 10.5 CONTRACTOR will submit in a form acceptable to OWNER'S REPRESENTATIVE and/or OWNER an itemized cost breakdown together with supporting data.

ARTICLE 11 - CONTRACT TIME

11.1 Commencement:

The date of commencement of the Work is the date established in the Notice to Proceed.

11.2 Time of Substantial Completion:

The date of substantial completion of the Work or designated portion thereof is the date certified by OWNER'S REPRESENTATIVE and/or OWNER when construction is sufficiently complete, in accordance with the Contract Documents, so OWNER can occupy or utilize the Work or designated portion thereof for the purposes for which it is intended.

11.3 Change of Contract Time:

- 11.3.1 All time limits stated in the Contract Documents are of the essence of the Agreement. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE OWNER 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 OWNER 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 OWNER 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 Fort Lauderdale Weather Station.

11.3.2 **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, the OWNER shall not 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 OWNER 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.

11.3.3 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 OWNER'S REPRESENTATIVE and/or OWNER 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 claim is necessary. CONTRACTOR shall provide an estimate of the probable effect of such delay on the progress of the Work.

11.4 **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 OWNER the sum of five hundred dollars (\$500.00) for each calendar 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 OWNER the sum of one hundred dollars (\$100.00) 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 OWNER 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. OWNER 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 OWNER is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages. CONTRACTOR shall be responsible for reimbursing OWNER, 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.

**ARTICLE 12 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

12.1 Warranty and Guarantee:

CONTRACTOR warrants and guarantees to OWNER and OWNER'S REPRESENTATIVE 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 OWNER 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.

12.2 Access to Work:

OWNER'S REPRESENTATIVE and other representatives of OWNER, 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.

12.3 Tests and Inspection:

- 12.3.1 CONTRACTOR shall give OWNER'S REPRESENTATIVE and/or OWNER or Village Building Division Inspector timely notice of readiness of the Work for all required inspections, tests or approvals.
- 12.3.2 CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish OWNER'S REPRESENTATIVE and/or OWNER the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.
- 12.3.3 If any Work (including the Work of others) that is to be inspected, tested or approved is covered without written concurrence of OWNER'S REPRESENTATIVE and/or OWNER, it must, if requested by OWNER'S REPRESENTATIVE and/or OWNER, be uncovered for examination and properly restored at CONTRACTOR'S expense. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given OWNER'S REPRESENTATIVE and/or OWNER timely notice of CONTRACTOR'S intention to cover the same and OWNER'S REPRESENTATIVE and/or OWNER has not acted with reasonable promptness in response to such notice.
- 12.3.4 Neither observations by OWNER'S REPRESENTATIVE and/or OWNER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering the Work:

12.4.1 If any work is covered contrary to the written request of OWNER'S REPRESENTATIVE and/or OWNER, it must, if requested by OWNER'S REPRESENTATIVE and/or OWNER, be uncovered for OWNER'S REPRESENTATIVE and/or OWNER'S observation and replaced at CONTRACTOR'S expense.

12.4.2 If OWNER'S REPRESENTATIVE and/or OWNER considers it necessary or advisable that covered work be observed by OWNER'S REPRESENTATIVE and/or OWNER or inspected or tested by others, CONTRACTOR, at OWNER'S REPRESENTATIVE and/or OWNER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER 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.

12.5 OWNER 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, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.6 Correction or Removal of Defective Work:

If required by OWNER'S REPRESENTATIVE and/or OWNER, 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 OWNER'S REPRESENTATIVE and/or OWNER, 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.

12.7 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 OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, 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, OWNER 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.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values:

The schedule established as provided in Paragraph 2.4 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to OWNER'S REPRESENTATIVE and/or OWNER.

13.2 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 OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these Construction Services General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.3 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 OWNER no later than the time of final payment free and clear of all Liens.

13.4 Review of Applications for Progress Payments:

OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER'S REPRESENTATIVE and/or OWNER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall make payment to CONTRACTOR within thirty (30) calendar days after approval by the OWNER'S REPRESENTATIVE and/or OWNER of CONTRACTOR'S requisition for payment.

13.5 Grounds for Refusal:

OWNER'S REPRESENTATIVE and/or OWNER may refuse to recommend the whole or any part of any payment if, in OWNER'S REPRESENTATIVE and/or OWNER'S opinion, it would be incorrect to make such representation to OWNER. OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER'S REPRESENTATIVE'S opinion to protect OWNER from loss because:

- 13.5.1 The Work is defective, or completed Work has been damaged requiring correction or replacement.
- 13.5.2 The Contract Price has been reduced by Written Amendment or Change Order.
- 13.5.3 Of OWNER'S REPRESENTATIVE and/or OWNER'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. OWNER may refuse to make payment of the full amount recommended by OWNER'S REPRESENTATIVE because claims have been made by OWNER 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 OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR written notice stating the reasons for such action within a reasonable time from receipt of OWNER'S REPRESENTATIVE and/or OWNER'S recommendation for payment on that matter.

13.6 Final Inspection:

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, OWNER'S REPRESENTATIVE and/or OWNER will make a final inspection with OWNER 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.

13.7 Final Application for Payment:

After CONTRACTOR has completed all such corrections to the satisfaction of OWNER'S REPRESENTATIVE and OWNER 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 OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, 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 OWNER or OWNER'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 Subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify OWNER 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 OWNER'S REPRESENTATIVE and/or OWNER. Prior to approval, if necessary, the prints may be returned to CONTRACTOR for changes or modifications and if in the opinion of OWNER'S REPRESENTATIVE and/or OWNER they do not represent correct or accurate "AS-BUILTS".

13.8 Final Payment and Acceptance:

- 13.8.1 If, on the basis of OWNER'S REPRESENTATIVE and/or OWNER'S observation of the Work during construction and final inspection, and OWNER'S REPRESENTATIVE and/or OWNER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, OWNER'S REPRESENTATIVE and/or OWNER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, OWNER'S REPRESENTATIVE and/or OWNER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing OWNER'S REPRESENTATIVE and/or OWNER'S

recommendation of payment and present the Application to OWNER for payment. Thereupon OWNER'S REPRESENTATIVE and/or OWNER will give written notice to OWNER and CONTRACTOR that the Work is acceptable. Otherwise, OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER of the Application and accompanying documentation, in appropriate form and substance, and with OWNER'S REPRESENTATIVE and/or OWNER'S recommendation and notice of acceptability, the amount recommended by OWNER'S REPRESENTATIVE and/or OWNER will become due and will be paid by OWNER to CONTRACTOR.

- 13.8.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if OWNER'S REPRESENTATIVE and/or OWNER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of OWNER'S REPRESENTATIVE and/or OWNER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, 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 OWNER'S REPRESENTATIVE and/or OWNER 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.
- 13.8.3 Any moneys not paid by OWNER when claimed to be due to CONTRACTOR under this Contract shall not be subject to interest, including but not limited to pre-judgment interest.

13.9 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 OWNER'S REPRESENTATIVE and/or OWNER, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER 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 OWNER'S REPRESENTATIVE and/or OWNER, nor any correction of defective Work by OWNER 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.

13.10 Waiver of Claims:

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

13.11 OWNER May Suspend Work:

OWNER 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 OWNER'S REPRESENTATIVE and/or OWNER 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 therefor as provided in the Contract Documents.

13.12 OWNER May Terminate:

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

- 13.12.1 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.
- 13.12.2 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.
- 13.12.3 If CONTRACTOR makes a general assignment for the benefit of creditors.
- 13.12.4 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.
- 13.12.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.
- 13.12.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or

failure to adhere to the progress schedule as same may be revised from time to time).

- 13.12.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction.
- 13.12.8 If CONTRACTOR disregards the authority of OWNER'S REPRESENTATIVE and/or OWNER.
- 13.12.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER 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 OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER 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 OWNER. Such costs incurred by OWNER will be approved as to reasonableness by OWNER'S REPRESENTATIVE and/or OWNER and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

- 13.12.10 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

13.13 Termination for Convenience of OWNER:

Upon seven (7) days written notice delivered by certified mail to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, terminate the agreement for OWNER'S convenience whenever OWNER determines that such termination is in the best interests of OWNER. Where the agreement is terminated for the convenience of OWNER, the notice of termination to CONTRACTOR must state

that the Contract is being terminated for the convenience of the OWNER 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.

13.14 Termination by CONTRACTOR:

If the Work should be stopped under an order of any court of other public authority for a period of more than ninety (90) days through no act or fault of CONTRACTOR or of anyone employed by him, or if OWNER'S REPRESENTATIVE and/or OWNER 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 OWNER fails to pay CONTRACTOR within thirty (30) days after presentation by OWNER'S REPRESENTATIVE and/or OWNER of any sum determined to be due, then CONTRACTOR may, upon ten (10) days written notice to OWNER and OWNER'S REPRESENTATIVE stop Work or terminate this Contract and recover from OWNER, 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 OWNER.

ARTICLE 14 - NOTICES & COMPUTATION OF TIME

14.1 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 contract

OWNER: **Village of Biscayne Park**

The business address of OWNER is: Village Hall
640 NE 114th Street
Biscayne Park, FL 33161

14.2 Computation of Time:

When any period of time is referred to in the Contract Documents by days it will be 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.

ARTICLE 15 – MISCELLANEOUS

- 15.1** Should OWNER 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 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 15.2** 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 OWNER and OWNER'S REPRESENTATIVE 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 Agreement.
- 15.3** CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without OWNER'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 OWNER 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 OWNER may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
- 15.4** OWNER reserves the right to audit the records (pertaining to this project) of CONTRACTOR at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by OWNER. If required by OWNER, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by OWNER. CONTRACTOR shall allow OWNER to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

ARTICLE 16 - BONDS AND INSURANCE

16.1 Construction, Payment and Performance Bonds:

Within fifteen (15) calendar days after issuance of Notice of Award, but in any event prior to commencing Work, CONTRACTOR shall execute and furnish to OWNER 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 September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide OWNER with evidence satisfactory to OWNER, 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

Two (2) separate bonds are required and both must be approved by the Village Commission. 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 OWNER to the extent of any and all payments in connection with the carrying out of said Contract which OWNER may be required to make under the law.

16.2 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 OWNER except in Contracts which are concerned solely with demolition Work, in which case the twenty five percent (25%) shall not be applicable.

16.3 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 OWNER.

16.4 INSURANCE

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

16.4.2 **PRIOR TO AWARD OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE VILLAGE OF BISCAYNE PARK IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable the VILLAGE. 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 canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to VILLAGE by certified mail.

16.4.3 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 which 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 and xx/100 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:

\$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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(c) Comprehensive General Liability with the following minimum limits of liability:

\$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

16.4.4 CONTRACTOR shall maintain the Products/Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish OWNER with evidence of continuation of such insurance at final payment.

16.4.5 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+ to A+

16.4.6 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 \$1,000,000.00 for each category), and the Successful Bidder shall provide verification thereof to VILLAGE upon request of VILLAGE.

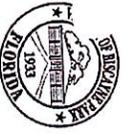
16.4.7 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against VILLAGE with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described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

16.4.8 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 VILLAGE for payment or assessments in any form on any policy of insurance.

- 16.4.9 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 VILLAGE is named as an additional named insured shall not apply to VILLAGE. VILLAGE shall provide written notice of occurrence within fifteen (15) working days of VILLAGE's actual notice of such an event.
- 16.4.10 The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 6.4.11 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 VILLAGE.
- 16.4.12 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and VILLAGE, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

16.5 OWNER'S Liability and Insurance:

OWNER shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. OWNER 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.



Village Biscayne Park
Invitation to Bid 2015-03 Log Cabin Restoration
MANDATORY PRE BID CONFERENCE - Wednesday, April 15, 2015 at 10:00AM

1	
Company Name	Representative
<i>Frank Ford Corp</i>	<i>Frank Ford</i>
E-mail	Telephone
<i>frank@epacorp.com</i>	(305) 7785103
2	
Company Name	Representative
ABC Const	Pablo Arcia <i>ABC</i>
E-mail	Telephone
<i>Amelo@ABCconstruction.cc</i>	(305) 6630300
3	
Company Name	Representative
<i>Intensified Wood Restoration, LLC.</i>	<i>Lee Deuman</i>
E-mail	Telephone
<i>usccompany@gmail.com</i>	(906) 202-0895
4	
Company Name	Representative
<i>BENNY BEJON</i>	<i>786-299-1072</i>
E-mail	Telephone
<i>B 6376 - S.W 191 AV</i>	() ()
5	
Company Name	Representative
<i>Paul McKenzie</i>	<i>Andy Chavez</i>
E-mail	Telephone
<i>Andy@mcKENZIECOAST.COM</i>	(305) 984 1473



Village Biscayne Park
Invitation to Bid 2015-03 Log Cabin Restoration
MANDATORY PRE BID CONFERENCE - Wednesday, April 15, 2015 at 10:00AM

Company Name	McKenzie Construction	Representative	Ken Blank
E-mail		Telephone	(756) 244-7341

Company Name		Representative	
E-mail		Telephone	()

Company Name		Representative	
E-mail		Telephone	()

Company Name		Representative	
E-mail		Telephone	()

Company Name		Representative	
E-mail		Telephone	()



VILLAGE OF BISCAYNE PARK
LISTING OF PROPOSALS RECEIVED
INVITATION TO BID 2015-03
LOG CABIN RESTORATION

ORDER OPENED	COMPANY	AMOUNT	ADD ALTERNATE NO. 1	ADD ALTERNATE NO. 2
1	McLennan Construction	620,349.00	24,530.--	9,000.--
2	ABC Construction	825,000.00	45,000.--	140,000.--
3	BETMAR CONST.	657,712.00	14,000.--	6,000.--
4				
5				
6				
7				
8				
9				
10				

Closing Date: May 1, 2015 at 2:00pm
 Public Opening of Bids: May 1, 2014 at 2:30pm



Village of Biscayne Park
Invitation to Bid 2015-03
Log Cabin Restoration

Review Committee Evaluation Form for Respondents

Respondent: BEJAR CONSTRUCTION

Criteria	Points	Points Awarded
Price	40	30
Qualification and Experience - Proposer should describe its past and ongoing experience providing services of a similar nature to those requested herein. Specifically, projects of similar size and scope should be noted.	40	40
Financial Stability and Resources - Proposer must submit proof of financial stability and resources such that proposer clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay to the inception of the contract and throughout the entire term and subsequent potential renewal terms.	15	15
References - Provide at least three (3) customer references, including name, title, affiliation, telephone number, email address, mailing address and a description of the services provided. The service description should include the dates such services were provided, the tonnage of materials handled. If available, such references should be representatives of Florida jurisdictions to which the proposer is currently providing or has provided services within the last five (5) years.	5	5

TOTAL 90

Date of Review: 5/11/2015

By: Linda Dillon

Review Committee:

Linda Dillon, Resident

Krishan Manners, Public Services Manager

Kimberly Mizek, Resident

Art Pyle, Resident

Roy Rodriguez, Exec. Vice President-TGSV Enterprises



Village of Biscayne Park
Invitation to Bid 2015-03
Log Cabin Restoration

Review Committee Evaluation Form for Respondents

Respondent: MCKENZIE CONSTRUCTION

Criteria	Points	Points Awarded
Price	40	35
Qualification and Experience - Proposer should describe its past and ongoing experience providing services of a similar nature to those requested herein. Specifically, projects of similar size and scope should be noted.	40	35
Financial Stability and Resources - Proposer must submit proof of financial stability and resources such that proposer clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay to the inception of the contract and throughout the entire term and subsequent potential renewal terms.	15	13
References - Provide at least three (3) customer references, including name, title, affiliation, telephone number, email address, mailing address and a description of the services provided. The service description should include the dates such services were provided, the tonnage of materials handled. If available, such references should be representatives of Florida jurisdictions to which the proposer is currently providing or has provided services within the last five (5) years.	5	3

TOTAL 86

Date of Review: 5/11/2015

By: Linda Dillon

Review Committee:

Linda Dillon, Resident

Krishan Manners, Public Services Manager

Kimberly Misek, Resident

Art Pyle, Resident

Roy Rodriguez, Exec. Vice President-TGSV Enterprises



Village of Biscayne Park
Invitation to Bid 2015-03
Log Cabin Restoration

Review Committee Evaluation Form for Respondents

Respondent: BEJAR CONSTRUCTION

Criteria	Points	Points Awarded
Price	40	38
Qualification and Experience - Proposer should describe its past and ongoing experience providing services of a similar nature to those requested herein. Specifically, projects of similar size and scope should be noted.	40	40
Financial Stability and Resources - Proposer must submit proof of financial stability and resources such that proposer clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay to the inception of the contract and throughout the entire term and subsequent potential renewal terms.	15	15
References - Provide at least three (3) customer references, including name, title, affiliation, telephone number, email address, mailing address and a description of the services provided. The service description should include the dates such services were provided, the tonnage of materials handled. If available, such references should be representatives of Florida jurisdictions to which the proposer is currently providing or has provided services within the last five (5) years.	5	5

TOTAL 98

Date of Review: 5/11/15

By: 

- Review Committee:**
Linda Dillon, Resident
Krishan Manners, Public Services Manager
Kimberly Misek, Resident
Art Pyle, Resident
Roy Rodriguez, Exec. Vice President-TGSV Enterprises



Village of Biscayne Park
Invitation to Bid 2015-03
Log Cabin Restoration

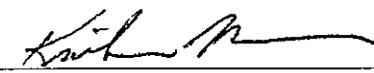
Review Committee Evaluation Form for Respondents

Respondent: **MCKENZIE CONSTRUCTION**

Criteria	Points	Points Awarded
Price	40	40
Qualification and Experience - Proposer should describe its past and ongoing experience providing services of a similar nature to those requested herein. Specifically, projects of similar size and scope should be noted.	40	35
Financial Stability and Resources - Proposer must submit proof of financial stability and resources such that proposer clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay to the inception of the contract and throughout the entire term and subsequent potential renewal terms.	15	15
References - Provide at least three (3) customer references, including name, title, affiliation, telephone number, email address, mailing address and a description of the services provided. The service description should include the dates such services were provided, the tonnage of materials handled. If available, such references should be representatives of Florida jurisdictions to which the proposer is currently providing or has provided services within the last five (5) years.	5	5

TOTAL 95

Date of Review: 5/11/15

By: 

- Review Committee:**
Linda Dillon, Resident
Krishan Manners, Public Services Manager
Kimberly Misek, Resident
Art Pyle, Resident
Roy Rodriguez, Exec. Vice President-TGSV Enterprises



Village of Biscayne Park
Invitation to Bid 2015-03
Log Cabin Restoration

Review Committee Evaluation Form for Respondents

Respondent: BEJAR CONSTRUCTION

Criteria	Points	Points Awarded
Price	40	32
Qualification and Experience - Proposer should describe its past and ongoing experience providing services of a similar nature to those requested herein. Specifically, projects of similar size and scope should be noted.	40	39
Financial Stability and Resources - Proposer must submit proof of financial stability and resources such that proposer clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay to the inception of the contract and throughout the entire term and subsequent potential renewal terms.	15	14
References - Provide at least three (3) customer references, including name, title, affiliation, telephone number, email address, mailing address and a description of the services provided. The service description should include the dates such services were provided, the tonnage of materials handled. If available, such references should be representatives of Florida jurisdictions to which the proposer is currently providing or has provided services within the last five (5) years.	5	5

TOTAL 90

Date of Review: 5/11/2015

By: 

Review Committee:

Linda Dillon, Resident

Krishan Manners, Public Services Manager

Kimberly Misek, Resident

Art Pyle, Resident

Roy Rodriguez, Exec. Vice President-TGSV Enterprises



Village of Biscayne Park
Invitation to Bid 2015-03
Log Cabin Restoration

Review Committee Evaluation Form for Respondents

Respondent: MCKENZIE CONSTRUCTION

Criteria	Points	Points Awarded
Price	40	38
Qualification and Experience - Proposer should describe its past and ongoing experience providing services of a similar nature to those requested herein. Specifically, projects of similar size and scope should be noted.	40	38
Financial Stability and Resources - Proposer must submit proof of financial stability and resources such that proposer clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay to the inception of the contract and throughout the entire term and subsequent potential renewal terms.	15	12
References - Provide at least three (3) customer references, including name, title, affiliation, telephone number, email address, mailing address and a description of the services provided. The service description should include the dates such services were provided, the tonnage of materials handled. If available, such references should be representatives of Florida jurisdictions to which the proposer is currently providing or has provided services within the last five (5) years.	5	5

TOTAL 93

Date of Review: 5/11/2015

By: 

Review Committee:

Linda Dillon, Resident

Krishan Manners, Public Services Manager

Kimberly Misesk, Resident

Art Pyle, Resident

Roy Rodriguez, Exec. Vice President-TGSV Enterprises



Village of Biscayne Park
Invitation to Bid 2015-03
Log Cabin Restoration

Review Committee Evaluation Form for Respondents

Respondent: BEJAR CONSTRUCTION

Criteria	Points	Points Awarded
Price	40	35
Qualification and Experience - Proposer should describe its past and ongoing experience providing services of a similar nature to those requested herein. Specifically, projects of similar size and scope should be noted.	40	40
Financial Stability and Resources - Proposer must submit proof of financial stability and resources such that proposer clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay to the inception of the contract and throughout the entire term and subsequent potential renewal terms.	15	15
References - Provide at least three (3) customer references, including name, title, affiliation, telephone number, email address, mailing address and a description of the services provided. The service description should include the dates such services were provided, the tonnage of materials handled. If available, such references should be representatives of Florida jurisdictions to which the proposer is currently providing or has provided services within the last five (5) years.	5	4

TOTAL 94

Date of Review: 5-11-15

By: 

Review Committee:

Linda Dillon, Resident

Krishan Manners, Public Services Manager

Kimberly Misek, Resident

Art Pyle, Resident

Roy Rodriguez, Exec. Vice President-TGSV Enterprises



**Village of Biscayne Park
 Invitation to Bid 2015-03
 Log Cabin Restoration**

Review Committee Evaluation Form for Respondents

Respondent: **McKENZIE CONSTRUCTION**

Criteria	Points	Points Awarded
Price	40	40
Qualification and Experience - Proposer should describe its past and ongoing experience providing services of a similar nature to those requested herein. Specifically, projects of similar size and scope should be noted.	40	39
Financial Stability and Resources - Proposer must submit proof of financial stability and resources such that proposer clearly demonstrates that it has sufficient equipment, capital, labor, and other resources necessary to perform the scope of work without delay to the inception of the contract and throughout the entire term and subsequent potential renewal terms.	15	15
References - Provide at least three (3) customer references, including name, title, affiliation, telephone number, email address, mailing address and a description of the services provided. The service description should include the dates such services were provided, the tonnage of materials handled. If available, such references should be representatives of Florida jurisdictions to which the proposer is currently providing or has provided services within the last five (5) years.	5	5

TOTAL 99

Date of Review: 5-11-15

By: 

Review Committee:

Linda Dillon, Resident

Krishan Manners, Public Services Manager

Kimberly Misek, Resident

Art Pyle, Resident

Roy Rodriguez, Exec. Vice President-TGSV Enterprises

**Village of Biscayne Park
 Invitation to Bid 2015-03 Log Cabin Restoration
 Review Committee Ranking**

BEJAR CONSTRUCTION INC.					
	Price	Qualification	Financial	References	TOTAL
Dillon	30	40	15	5	90
Manners	38	40	15	5	98
Misek	<i>Absent</i>				
Pyle	32	39	14	5	90
Rodriguez	35	40	15	4	94
Total =====>					372
Average =====>					74

MCKENZIE CONSTRUCTION LLC					
	Price	Qualification	Financial	References	TOTAL
Dillon	35	35	13	3	86
Manners	40	35	15	5	95
Misek	<i>Absent</i>				
Pyle	38	38	12	5	93
Rodriguez	40	39	15	5	99
Total =====>					373
Average =====>					75



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305 899 8000 Facsimile: 305 891 7241

Linda Dillon
Krishan Manners
Kimberlee Misek
Art Pyle
Roy Rodriguez

MINUTES
REVIEW COMMITTEE MEETING
Invitation to Bid 2015-03 Log Cabin Restoration
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Wednesday, May 6, 2015 at 2:00pm

1 Call to Order

The meeting was called to order at 2:10pm

2 Roll Call

Linda Dillon - present
Krishan Manners - present
Kimberlee Misek - present
Art Pyle - present
Roy Rodriguez - present

Also present was Maria C. Camara, Village Clerk

3 Presentation of Bidders

- a. Bejar Construction Inc. - Benny Bejar
Bid: \$657,712.00 + \$14,000.00 for Add Alternate 1 and \$6,000.00 for Add Alternate 2.
- b. McKenzie Construction LLC - Gavin McKenzie
Bid: \$620,349.00 + \$24,530.00 for Add Alternate 1 and \$9,000.00 for Add Alternate 2.

4 Review Committee Discussion

Following the presentation from each bidder and questions from the Committee to each bidder, there was consensus to reconvene the meeting on Thursday, May 7th, at 3:00pm to further discuss and complete the rankings.

5 Adjournment

The meeting was adjourned at 2:58pm.



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305 899 8000 Facsimile: 305 891 7241

Linda Dillon
Krishan Manners
Kimberlee Misek
Art Pyle
Roy Rodriguez

MINUTES
REVIEW COMMITTEE MEETING
Invitation to Bid 2015-03 Log Cabin Restoration
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Thursday, May 7, 2015 at 3:00pm

1 Call to Order

The meeting was called to order at 3:10pm

2 Roll Call

Linda Dillon - present
Krishan Manners - present
Kimberlee Misek - absent
Art Pyle - present
Roy Rodriguez - absent

Also present was Maria C. Camara, Village Clerk

3 Review Committee Discussion

The Committee was advised that all three (3) bids received have been determined to be unresponsive as they all exceeded the maximum project cost (section 7. CONTRACT COST in the Instruction to Bidders); and it is recommended that the bid be re-opened to allow the bidders to go back and provide a new cost proposal.

Motion made by Linda Dillon to re-open the bid and have the bidders re-bid. The motion is seconded by Art Pyle.

All in favor: Linda Dillon, Krishan Manners and Art Pyle. Motion carries: 3/0.

The deadline for the new bids will be Monday, May 11th at 12:00pm. The Committee will reconvene on Monday, May 11th, at 6:30pm to review the new bids and rank them.

4 Adjournment

The meeting was adjourned at 3:20pm.



Linda Dillon
Krishan Manners
Kimberlee Misek
Art Pyle
Roy Rodriguez

MINUTES
REVIEW COMMITTEE MEETING
Invitation to Bid 2015-03 Log Cabin Restoration
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Monday, May 11, 2015 at 6:30pm

1 Call to Order

The meeting was called to order at 6:39pm.

2 Roll Call

Linda Dillon - present
Krishan Manners - present
Kimberlee Misek - absent
Art Pyle - present
Roy Rodriguez - present

Also present was Maria C. Camara, Village Clerk and Heidi Siegel, Village Manager.
Representative from McKenzie Construction arrived at 6:45pm.
Architect Richard Heisenbottle arrived at 6:59pm.

3 Review Committee Discussion

Revised bids were received from Bejar Construction and McKenzie Construction as follows:

Bejar Construction: \$565,454.00
McKenzie Construction: \$489,995.00

After discussion and questions to Mr. Heisenbottle, the Committee ranked the bids from Bejar Construction and McKenzie Construction:

	Art Pyle	Linda Dillon	Krishan Manners	Roy Rodriguez	Kimberlee Misek	
Bejar	90	90	98	94	Absent	372
McKenzie	93	86	95	99	Absent	373

Motion made by Art Pyle to recommend McKenzie Construction LLC. Motion seconded by Roy Rodriguez.

All in favor: Linda Dillon, Krishan Manners, Art Pyle and Roy Rodriguez. Motion carries: 4/0.

Motion made by Art Pyle to direct the Village Manager to negotiate the pricing with McKenzie Construction. Motion seconded by Linda Dillon.

All in favor: Linda Dillon, Krishan Manners, Art Pyle and Roy Rodriguez. Motion carries: 4/0.

4 Adjournment

The meeting was adjourned at 7:38pm.

VILLAGE OF BISCAYNE PARK, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

VILLAGE OF BISCAYNE PARK
ATTN: VILLAGE CLERK'S OFFICE
640 NE 114TH STREET
BISCAYNE PARK, FL 33161

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE VILLAGE OF BISCAYNE PARK. THE VILLAGE OF BISCAYNE PARK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE 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: LOG CABIN RESTORATION

BID NO: 2015-03

SEALED BIDS ARE DUE NO LATER THAN 2:00 P.M. (EST) on Friday, May 1, 2015.

BIDS WILL BE OPENED 2:30 P.M. (EST) on Friday, May 1, 2015, and may not be withdrawn during the 90 calendar days following such date and time.

Maria C. Camara, VILLAGE CLERK (305) 899 8000

McKenzie Construction LLC

CORRECT LEGAL NAME OF BIDDER:

[Handwritten Signature]

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: Owner, Manager

TYPED/PRINTED NAME OF AUTHORIZED AGENT: Gavin McKenzie

ADDRESS: 2247 NW 17 Ave. Miami, FL 33142

PHONE NO: 786, 412-7341
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: 42-1684568

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 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 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 VILLAGE, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom VILLAGE (on the basis of VILLAGE'S evaluation as hereinafter provided) makes an award. The term "VILLAGE" refers to the VILLAGE of Biscayne Park, 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, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. VILLAGE does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. VILLAGE, 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 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the VILLAGE, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to VILLAGE, or who is deemed nonresponsive or unreliable by the VILLAGE.

3.2 As part of the Bid evaluation process, VILLAGE may conduct a background investigation including a record check by the Biscayne Park Police Department.

Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. VILLAGE shall be the sole judge in determining Bidder's qualifications.

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 Bidder's observations with the Bid Documents, and (d) notify VILLAGE's Office of the Village Clerk 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 Article 4, 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 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the VILLAGE. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all Bidders, VILLAGE prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 above.

6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Office of the Village Clerk to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Office of the Village Clerk in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by VILLAGE'S Office of the Village Clerk as having received the Bid documents. The issuance of a written addendum by the Office of the Village Clerk shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

7.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.

7.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

7.3 All applicable discounts shall be included in the Bid price for materials and services and will be considered as determining factors in recommending an award in case of tie Bids. Discounts extended to VILLAGE shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

7.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the VILLAGE.

7.6 The Bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the VILLAGE of Biscayne Park.

8. OCCUPATIONAL HEALTH & SAFETY

8.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

- 8.1.1 The chemical name and the common name of the toxic substance.
- 8.1.2 The hazards or other risks in the use of the toxic substance including:
 - a) The potential for fire, explosion, corrosively and reactivity;
 - b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being

- aggravated by exposure to the toxic substance; and
- c) The primary routes of entry and symptoms of over exposure.
- 8.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- 8.1.4 The emergency procedure for spills, fire, disposal and first aid.
- 8.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 8.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

9. SUBMISSION OF BIDS

- 9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR (LOG CABIN RESTORATION) THE VILLAGE OF BISCAYNE PARK, FLORIDA, OPEN...(insert date given in Invitation to Bid) and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the Office of the Village Clerk for the premature opening of a Bid not properly addressed and identified.
- 9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.
- 9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the VILLAGE and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the VILLAGE.
- 9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10. BID FORMS

- 10.1 The Bid Form is 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.
- 10.2 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.

- 10.3 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.
- 10.4 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.

11. MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids must be modified or withdrawn by an appropriate 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.
- 11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with VILLAGE and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of VILLAGE by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, VILLAGE reserves the right to reject any and all Bids, to waive any and all informalties, 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.
- 12.2 VILLAGE reserves the right to reject the Bid of any Bidder if VILLAGE believes that it would not be in the best interest of VILLAGE 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 VILLAGE.
- 12.3 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.

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

13. OPENING OF BIDS

13.1 Bids will be opened publicly on the date and 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.

14. BIDS TO REMAIN OPEN

14.1 All bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but VILLAGE may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the VILLAGE, the successful Bidder and the surety, if any, for the successful Bidder.

15. AWARD OF CONTRACT

15.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by VILLAGE indicates to VILLAGE that the award will be in the best interests of the VILLAGE and not necessarily to the lowest Bidder.

15.2 Criteria utilized by VILLAGE for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability 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) 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.
- (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to similar projects.
- (f) Price.

15.3 The Bidder for whom staff recommendation is made shall execute a written Contract with the VILLAGE Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be let to the next Bidder who is responsible and responsive in the opinion of the VILLAGE.

16. CONE OF SILENCE

16.1 NOTICE: Pursuant to Section 2-11.1 of the Miami Dade County Code of Ordinances, a Cone of Silence will be imposed through a NOTICE OF IMPOSITION OF CONE OF SILENCE when the Invitation to Bid is published.

16.2 DURATION: The Cone of Silence shall terminate at the time the Village awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the Village Commission refers the item back to the Village Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the Village Commission takes any other action which ends the solicitation or other procurement process. If the solicitation is not issued, the Cone of Silence shall terminate upon a final determination by the Village Manager that the solicitation will not be issued. When a Cone of Silence is terminated, public notice of the termination shall be posted.

16.3 GENERAL INFORMATION: Notwithstanding the imposition of a Cone of Silence, a potential vendor seeking information concerning this purpose may contact the Village Clerk. Such contact is to be for clarification purposes only.

17. INSURANCE

17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the VILLAGE as determined by the VILLAGE Attorney. The successful Bidder shall be required to provide proper proof of issuance to the Office of the Village Clerk prior to award. No award will be recommended until a written determination is made by VILLAGE Attorney that the proof of insurance submitted by the Bidder is acceptable from a Risk Management perspective. Further modification of the requirements may be made at the sole discretion of the VILLAGE if circumstances warrant.

18. TAXES

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

19. AUDIT RIGHTS

19.1 The VILLAGE reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the VILLAGE. If required by the VILLAGE, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the VILLAGE. The successful Bidder shall allow the VILLAGE 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.

20. CONFLICT OF INTEREST

20.1 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 VILLAGE or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the VILLAGE 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.

21. NON-COLLUSIVE AFFIDAVIT

- 21.1 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.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

- 22.1 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) Non-Collusive Affidavit
- (d) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
- (e) Qualification Statement
- (f) Bid Security
- (g) Certificate(s) of Insurance
- (h) Schedule of values

**BID FORM FOR BID NO. 2015-03
LOG CABIN RESTORATION**

Amended April 24, 2015 through Addendum No. 3
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BIDDER: Mckenzie Construction

TO: Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

Project: LOG CABIN RESTORATION
Architects Project Number 15-3396
640 NE 114th Street
Biscayne Park, FL 33161

Having studied the Drawings prepared by R. J. Heisenbottle Architects, P.A. and having examined the Project Site, the undersigned bidder proposes to furnish all labor, tools, material, supplies and equipment, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the Village of Biscayne Park, through its City Manager, and to do the same strictly in accordance with the General Conditions of the Contract for Construction, the plans, specifications, schedule and other contract documents that have been issued by the Village, including the following Addenda which are referred to below and made a part hereof:

Addendum	Dated	Addendum	Dated
<u>1</u>	<u>4/6/15</u>	_____	_____
<u>2</u>	<u>4/13/15</u>	_____	_____
<u>3</u>	<u>4/23/15</u>	_____	_____
_____	_____	_____	_____

For the following total BASE BID SUM: Six Hundred and Twenty Thousand
and Three Hundred and Forty-nine Dollars (\$ 620,349.00).

A complete breakdown of this BID in 16 Division CSI Format is attached herewith for your review. An additional labor and materials breakdown will be provided upon notification of award.

The BASE BID includes zero dollars \$0.00 for Master Permit Fees, as we understand that the Master Permit Fee will be waived by the Village. All other permit fees will be paid for by the respective subcontractors and are included the BASE BID.

ADD ALTERNATES:

We submit the following **ADD ALTERNATE #1** price for providing the City Commission Dias and Podium Cabinetry/Millwork and all associated electrical wiring and conduits as described on the plans.

ADD ALTERNATE #1: \$ 24,530.00

We submit the following **ADD ALTERNATE #2** price for supplying and installing Round Timber Piles (Logs) of Dade County Pine, minimum 1,950 psi strength or greater in lieu of Southern Pine treated and kiln dried timber specified.

ADD ALTERNATE #2: \$ 9,000.00

UNIT PRICES:

The construction documents estimate 50% salvage heart pine finish floor material and 50% new heart pine select floor. We submit the following add or deduct unit price for River Recovered Antique Heart Pine Select Flooring, ¾" x 3 ¼" dimension, should the % of salvaged and new material change.

ADD/DEDUCT UNIT PRICE: \$ 175.00 **Lin.Ft.**

1. 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.
2. 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.
3. Bidder has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Administrator is acceptable to Bidder.
4. Bidder agrees that the work will be completed and ready for final payment within one hundred eighty (180) calendar days from the date of Contract Commencement as specified in the Notice to Proceed, and no later than December 1, 2015.
5. We acknowledge that the Village of Biscayne Park reserves the right to waive any informality in any bid, and to reject any and/or all bids.
6. If notified of acceptance of this Bid within 30 days of submission, we agree to execute a mutually acceptable Owner/Contractor Agreement for construction of the proposed work

and within 7 days of receipt of Notice to Proceed commence to perform the work in Accordance with the General Conditions of the Contract for Construction and all other conditions of the contract.

7. The undersigned Bidder will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions if required. ✓ (Yes) _____ No

8. 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.

9. Communications concerning this Bid shall be addressed to:

Name: Maria C. Camara, Village Clerk

Address: 640 NE 114th Street

Biscayne Park, FL 33161

Telephone No.: (305) 899-8000

Fax No.: (305) 891-7241

E-Mail: villageclerk@biscayneparkfl.gov

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

- (a) Bid Form and Bidder's certification
- (b) Certified resolution (corporation, partnerships)
- (c) Certificate(s) of insurance
- (d) Non-collusive affidavit
- (e) Bidder's qualification statement
- (f) Bidder's Foreign (Non-Florida) corporate statement
- (g) References
- (h) Bid security
- (i) Contractor's Affidavit Regarding Named Products
- (j) Schedule of Values
- (k) Key Subcontractor Listing

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this 1st day of May, 2015.

By: [Signature] / owner
Signature of Individual/Title
Gavin McKenzie
Printed Name of Individual

[Signature] Benji Power
Witness

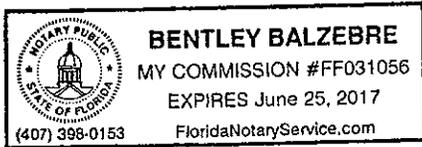
ACKNOWLEDGEMENT

State of FLORIDA
County of MIAMI-DADE

The foregoing instrument was acknowledged before me this 1 day of May, 2015, by GAVIN MCKENZIE 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.

[Signature]
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 1st day of May, 2015.

Benji Power
Witness

Signature of Owner
McKenzie Construction LLC
Printed Name of Corporation,
Partnership, Firm

Witness

Gavin McKenzie
Printed Name of Owner
2247 NW 17 Ave.
Business Address
Miami, FL 33142
City/State/Zip
()
Business Phone Number

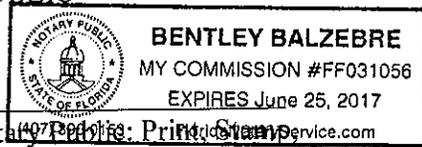
ACKNOWLEDGEMENT

State of FLORIDA
County of Miami - Dade

The foregoing instrument was acknowledged before me this 1 day of May, 2015,
by GAVIN MCKENZIE (Name), OWNER (Title) of MCKENZIE CONSTRUCTION (Name of Company) 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.

Bentley Balzebre
NOTARY PUBLIC



(Name of Notary Public; Print Name or type as Commissioned)



The Village of Biscayne Park

640 NE 114th St., Biscayne Park, FL 33161
Telephone: 305-899-8000 Facsimile: 305 891 7241

Addendum No. 1

**INVITATION TO BID NO. 2015-03
LOG CABIN RESTORATION**

The TIME for the **MANDATORY** Pre-Bid Conference has been rescheduled to 10:00am on Wednesday, April 15, 2015, at the Village Hall Log Cabin, 640 NE 114th Street, Biscayne Park, FL 33161.

Thank you.

Maria C. Camara
Village Clerk

Received by
John

BISCAYNE PARK VILLAGE
640 NE 114th STREET
Biscayne Park Village, Florida 33161

Project No. 15-3396

R.J. Heisenbottle Architects, P.A.
2199 Ponce De Leon Blvd.
Suite 400
Coral Gables, FL 33134
Phone: (305) 446-7799
Fax: (305) 446-9275

ADDENDUM "No. 2"

April 13, 2015

The following Amendments to the Drawings and are now in effect and are to be complied with as a part of the original Contract Documents on the project. Drawings not specifically mentioned in this Addendum are not altered by any changes, amendments, deletions or additions.

SPECIFICATIONS ISSUED WITH THIS ADDENDUM:

NONE

*Reviewed by
J.B./aw*

REVISIONS TO DRAWINGS:

THE FOLLOWING DRAWINGS ARE REVISED AND REISSUED HEREWITH:

SHEET A1.01

1. Revised location for A/C condensing unit's concrete pads.
2. Reconfiguration of HC parking, parking access isles and addition of HC path to the building.
3. New drawing LS1.01 has been added to Sheet Index.

SHEET A2.01

1. New oolitic stone curb has been hatched for better identification. See Floor Plan.
2. Key Notes Nos.22, 28, 31, 33 & 38 have been revised.
3. Key Notes Nos. 44, 45, 46 & 47 have been added. Refer to Floor Plans for locations.

SHEET A2.02

1. Key Note 15 has been added. Refer to RCP for location.

SHEET A3.01

1. Key Notes 14, 19 & 22 have been revised. Key Note 29 has been added. Please refer to elevations for locations.

SHEET A3.02

1. Key Notes 14, 19, 22 & 27 have been revised. Key Note 29 has been added. Please refer to elevations for locations.

BISCAYNE PARK VILLAGE
640 NE 114th STREET
Biscayne Park Village, Florida 33161

Project No. 15-3396

R.J. Heisenbottle Architects, P.A.
2199 Ponce De Leon Blvd.
Suite 400
Coral Gables, FL 33134
Phone: (305) 446-7799
Fax: (305) 446-9275

ADDENDUM "No. 3"

April 23, 2015

The following Amendments to the Drawings and are now in effect and are to be complied with as a part of the original Contract Documents on the project. Drawings not specifically mentioned in this Addendum are not altered by any changes, amendments, deletions or additions.

SPECIFICATIONS ISSUED WITH THIS ADDENDUM:

NONE

Reviewed by
JH/aw

REVISIONS TO DRAWINGS:

The following drawings marked Revision #3, Addendum 3, dated April 23, 2015 are revised and reissued herewith:

- A1.01
- A2.01
- A4.01

CLARIFICATIONS:

1. Drawing A1.01: Revised Scope of Work to state the Classification of Rehabilitation Work, per FFPC, 43.1.1, categorized as "Reconstruction" and that the project shall comply with item (2) under FFPC 43.10.1, (Reconstruction).
2. Drawing A2.01: Handrails have been added to east and west stairs.
3. Drawing A4.01: Handrail details have been added. See details 5 thru 8.
4. The HVAC notes on sheet M-2.01 with revision No.1 Addendum 2 specifies the different duct materials. Note No. 4 specifies AC ductwork as rigid fiberglass, O.A. and exhaust ductwork are specified under separate notes.
5. No plastic laminate will be used on the DAIS. Finish shall be wood veneer as specified on revised drawing A8.01, (Revised per Addendum 2). Please see detail 7/A8.01.
6. The cap at the DAIS has been revised to receive wood veneer. Please refer to details 4/A8.01 and 7/A8.01.
7. The chink color shall be white.
8. Chinking shall be 1 ½" wide. At log joinery, butt joints, trim and corners, provide Energy Seal textured log caulk. Provide samples of color for selection by architect.

CERTIFIED RESOLUTION

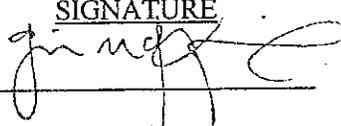
I, Gavin McKenzie (Name), the duly elected Secretary of McKenzie Construction LLC (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of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

"IT IS HEREBY RESOLVED THAT Gavin McKenzie (Name)" The duly elected Owner (Title of Officer) of McKenzie Construction LLC (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the Village of Biscayne Park and such other instruments in writing as may be 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 Village of Biscayne Park 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.

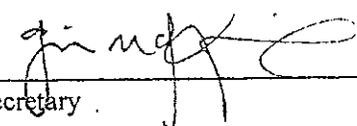
I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Gavin McKenzie</u>	<u>Owner</u>	
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 1st day of May, 2015.

(SEAL)

By:


Secretary
owner
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 Village of Biscayne Park 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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

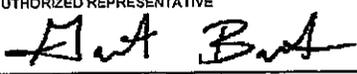
PRODUCER BUTLER, BUCKLEY, DEETS INC. 6161 BLUE LAGOON DR., STE 420 MIAMI, FL 33126 Garrett T Butler	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Admiral Insurance Company	44318
	INSURER B: EVANSTON INSURANCE COMPANY	35378
	INSURER C: LLOYD'S OF LONDON	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CA000019430-01	05/17/2014	05/17/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	UMBRELLA LIAB	X	XOVA811814	05/17/2014	05/17/2015	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB					AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PROF. LIABILITY		B0621PMCK01014	09/12/2014	09/12/2015	EACH CLM 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
IF ADDITIONAL INSURED STATUS IS REQUIRED- COVERAGE IS AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER VILLBIS VILLAGE OF BISCAYNE PARK 640 NE 114TH STREET BISCAYNE PARK, FL 33181	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/7/2015 **EXPIRATION DATE:** 2/6/2017

PERSON: MCKENZIE GAVIN

FEIN: 421684568

BUSINESS NAME AND ADDRESS:

MCKENZIE CONSTRUCTION LLC

11098 BISCAYNE BOULEVARD - #302

MIAMI FL 33161

SCOPES OF BUSINESS OR TRADE:

LICENSED GENERAL
CONTRACTOR

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a



CERTIFICATE OF LIABILITY INSURANCE

MCKEN-5

OP ID: LS

DATE (MM/DD/YYYY)

05/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Eric Martin Woodling	CONTACT NAME:		PHONE (A/C, No, Ext): 954-776-2222		FAX (A/C, No): 954-776-4446	
	E-MAIL ADDRESS:					
INSURED McKenzie Craft LLC 2247 NW 17th Avenue Miami, FL 33142	INSURER(S) AFFORDING COVERAGE				NAIC #	
	INSURER A: FFVA Mutual Insurance Co.				10385	
	INSURER B: FCCI Insurance Company				10178	
	INSURER C:					
	INSURER D:					
	INSURER E:					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY	X	GL0017770	04/03/2015	04/03/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
B	AUTOMOBILE LIABILITY		CA0029526	04/03/2015	04/03/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$	
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					\$	
	UMBRELLA LIAB					EACH OCCURRENCE \$	
	EXCESS LIAB					CLAIMS-MADE	AGGREGATE \$
	DED					RETENTION \$	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC84000313732015A	03/14/2015	03/14/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Village of Biscayne Park is Additional Insured with respect to the General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

BISCAY1 Village of Biscayne Park 640 NE 114th Street Biscayne Park, FL 33161	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Miami-Dade)ss.

Gavin McKenzie being first duly sworn, deposes and says that:

- (1) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Mckenzie Construction, 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, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other 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 agreement 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 agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (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 agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

[Signature], Benji Power
[Signature]

By: [Signature]
Gavin McKenzie
(Printed Name)

owner
(Title)

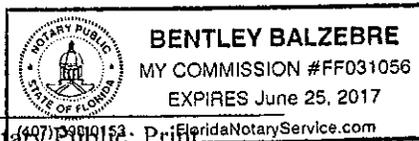
ACKNOWLEDGEMENT

State of FLORIDA
County of Miami-Dade

The foregoing instrument was acknowledged before me this 1st day of May
2015, by GAVIN MCKENZIE, 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

[Signature]
NOTARY PUBLIC



(Name of Notary Public. Print.
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

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

SUBMITTED TO: Village of Biscayne Park

ADDRESS: 640 NE 114th Street
Biscayne Park, Florida 33161

CHECK ONE

SUBMITTED BY: Mckenzie Construction LLC

- Corporation
- Partnership
- Individual
- Other → LLC

NAME Gavin Mckenzie

ADDRESS: 2247 NW 17 Ave,
Miami, FL 33142

TELEPHONE NO. 786-412-7341

FAX NO. 786-484-0429

E-MAIL ADDRESS: info@buildmckenzie.com

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: Mckenzie Construction LLC

The address of the principal place of business is: 2247 NW 17 Ave,
Miami, FL 33142

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

- a. Date of Incorporation: November 2005
- b. State of Incorporation: Florida
- c. President's name: Gavin Mckenzie
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____

g. Name and address of Resident Agent:

Gavin McKenzie
11080 Griffing Blvd.
Biscayne Park, FL 33161

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership 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:

LLC, with sole owner member
- Gavin McKenzie
11080 Griffing Blvd.
Biscayne Park, FL 33161

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?

10 years

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

N/A

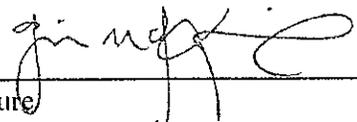
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

State of Florida Certified General Contractor - CGC1516135

8. Have you personally inspected the site of the proposed work?
(Y) (N) _____
9. Do you have a complete set of documents, including drawings and addenda?
(Y) (N) _____
10. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) (N) _____
11. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?
NO .

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully. NO .

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER 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 OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.



Signature

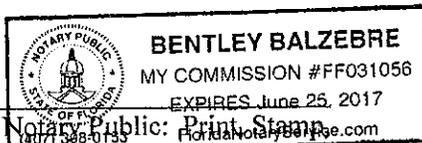
State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 15th day of May, 2015 by GAVIN MCKENZIE of MCKENZIE CONSTRUCTION, 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)

2015 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L05000110263

Entity Name: MCKENZIE CONSTRUCTION LLC

Current Principal Place of Business:

2247 NW 17TH AVENUE
MIAMI, FL 33142

Current Mailing Address:

2247 NW 17TH AVENUE
MIAMI, FL 33142 US

FEI Number: 42-1684568

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MCKENZIE, GAVIN
2247 NW 17TH AVENUE
MIAMI, FL 33142 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title MGRM
Name MCKENZIE, GAVIN
Address 2247 NW 17TH AVENUE
City-State-Zip: MIAMI FL 33142

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GAVIN MCKENZIE

MANAGER

04/02/2015

Electronic Signature of Signing Authorized Person(s) Detail

_____ Date



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**MCKENZIE, GAVIN
MCKENZIE CONSTRUCTION LLC
11098 BISCAYNE BLVD
SUITE 302
MIAMI FL 33161**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC1516135 ISSUED: 07/20/2014

**CERTIFIED GENERAL CONTRACTOR
MCKENZIE, GAVIN
MCKENZIE CONSTRUCTION LLC**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1407200001793**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC1516135	

The **GENERAL CONTRACTOR**
Named below IS **CERTIFIED**
Under the provisions of Chapter 489 FS.
Expiration date: **AUG 31, 2016**



**MCKENZIE, GAVIN
MCKENZIE CONSTRUCTION LLC
11098 BISCAYNE BLVD
SUITE 302
MIAMI FL 33161**



REFERENCES

In order to receive Bid Award consideration on the proposed bid, this "References Sheet" should be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): Mckenzie Construction LLC
Address: 2247 NW 17 Ave., Miami, FL 33142
Telephone No.: (786) 412-7341 Fax No.: (786) 484-0429
Contact person: Benji Power Title: Operations Manager
Number of years in business: 10 Years
E-mail Address: benji@buildmckenzie.com
Address of nearest facility: N/A

List three (3) companies or governmental agencies where these products and services have been provided in the last year:

1. Company Name: Jugo Fresh
Address: 350 NE 60 St., Miami, FL 33137
Telephone No: (786) 472-2552
Contact Person: Matthew Sherman Title: Owner
Date Products Sold: 2012-2014

2. Company Name: Miami Ad School
Address: 571 NW 28 St., Miami, FL 33127
Telephone No: () 786-556-6911
Contact Person: Henry Mairena Title: Exec. Director
Date Products Sold: 2013-2014

3. Company Name: Coyo Taco
Address: 2300 NW 2nd Ave., Miami, FL 33127
Telephone No: () 305-901-9847
Contact Person: Alan Drummond Title: owner
Date Products Sold: 2014

BID BOND

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

KNOW ~~ALL~~ MEN BY THESE PRESENTS, that we, McKenzie Construction, LLC
as Principal and as Surety are held and firmly bound unto the Village of Biscayne Park, a municipal corporation of the State of Florida in the penal sum of Five Percent of Amount Bid Dollars (\$ 5% of Bid), 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. **Travelers Casualty and Surety Company of America

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated April 28, 2015for:

The Village of Key Biscayne Park - Log Cabin Restoration

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said VILLAGE 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 VILLAGE 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 28th day of April, 2015, 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:

Benji Power 

Individual
(Individual or Partnership Principal)

(SEAL)

2247 NW 17 Ave.
(Business Address)

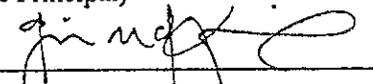
Miami, FL 33142
(City/State/Zip)

786-412-7341
(Business Phone)

ATTEST:

Secretary

McKenzie Construction, LLC
(Corporate Principal)*

By: 

Owner, General Manager
(Title)

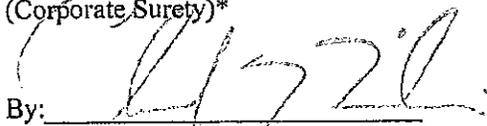
ATTEST:

As per Attached Power of Attorney

Secretary

Travelers Casualty and Surety Company of America

(Corporate Surety)*

By: 

Charles J. Nielson, Attorney In Fact

*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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225989

Certificate No. 006170652

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of December, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of December, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



SCHEDULE OF ESTIMATES FOR BISCAVNE PARK LOG CABIN RESTORATION

ADDRESS:	LOG CABIN : VILLAGE OF BISCAVNE 614 N.E 114 Street Village of Biscayne Park, FL 33161					
BUILDING	MUNICIPAL					
TYPE:						
DATE	5/1/15					

DIVISION	COMMENTS	SUB TOTAL	DIV TOTAL
DIV 1	GENERAL REQUIREMENTS		\$ 89,940.00
	P&P Bond	\$ 10,200.00	
	General Liability Insurance	\$ 7,500.00	
	Permits	\$ 4,500.00	
	Project Management & Supervision	\$ 45,465.00	
	Temporary Utilities	\$ 7,575.00	
	Temporary Toilets	\$ 950.00	
	Trash Removal	\$ 7,800.00	
	Daily and Final Cleaning	\$ 5,200.00	
	Safety	\$ 750.00	
DIV 2	SITework		\$ 34,750.00
	Demolition	\$ 29,000.00	
	Termite Treatment	\$ 750.00	
	Asphalt Paving, Signage & Markings	\$ 4,200.00	
	Concrete Paving, Sidewalks & Curbing	\$ 800.00	
	Irrigation	\$ -	
	Landscaping	\$ -	
DIV 3/4	CONCRETE & MASONRY		\$ 3,250.00
	Concrete Works	\$ 2,500.00	
	Stone Curb Repairs	\$ 750.00	
DIV 5	METALS		\$ 2,100.00
	Aluminum Handrails	\$ 2,100.00	
DIV 6	WOODS & PLASTICS		\$ 153,075.00
	New Timber Carpentry and Restoration Works	\$ 130,000.00	
	Existing timber repairs and hardware	\$ 4,200.00	
	Roof Sheathing and Carpentry	\$ 9,975.00	
	Cabinetry for new sink	\$ 8,900.00	
DIV 7	THERMAL & MOISTURE PROTECTION		\$ 31,350.00
	Roofing Shakes and Insulation	\$ 31,350.00	
DIV 8	OPENINGS		\$ 90,300.00
	Hartman Wood Doors and Windows	\$ 75,000.00	
	Hardware	\$ -	
	Door & Windows Installation	\$ 3,350.00	
	Wood Shutters and Hardware	\$ 11,950.00	
DIV 9	FINISHES		\$ 21,100.00
	Reclaimed River Wood Flooring	\$ 18,900.00	
	Wood and Floor staining	\$ 2,200.00	
DIV 10	SPECIALTIES		\$ 3,750.00
	Bathroom Accessories and Mirrors	\$ 3,300.00	
	Bathroom Signage	\$ 150.00	
	Fire Extinguishers	\$ 300.00	
DIV 11	EQUIPMENT		\$ -
	N/A		
DIV 12	FURNISHINGS		\$ -
	N/A		

DIV. 13	SPECIAL CONSTRUCTION					\$ 12,590.00	\$ 12,590.00
	Fire Sprinkler Work and Relocation of existing Line & backflow					\$ 12,590.00	
DIV. 14	CONVEYING SYSTEMS						\$ -
	N/A			NIC			
DIV. 15	PLUMBING						\$ 5,700.00
	Restroom Plumbing and Fixtures					\$ 5,700.00	
	Break Room Plumbing						Inc
DIV. 15	HVAC						\$ 22,500.00
	HVAC Material & Labor					\$ 22,500.00	
DIV. 16	ELECTRICAL						\$ 112,500.00
	Electrical Work					\$ 112,500.00	
	Lighting Fixtures						Inc
	Fire Alarm						Inc
COST OF CONSTRUCTION						\$ 582,905.00	
CONTRACTOR FEE						\$ 37,444.00	
TOTAL BID						\$ 620,349.00	
FIRM NAME: <u>MCKENZIE CONSTRUCTION</u>							

KEY SUBCONTRACTOR LISTING

The Bidder proposes that one (1) of the following subcontracting firms or businesses in each category will be awarded subcontracts for the following key portions of the work in the event the Contractor is awarded the Contract. If a subcontractor other than those listed is proposed for use after Award of Contract, the VILLAGE reserves the right of approval prior to commencing work.

Key Subcontractor Listing to be submitted within three (3) working days of bid opening date. Omission of any of the above items may be cause for disqualification of a firm's bid.

1. Carpentry millwork
(Portion of Work)
McKENZIE CRAFT 2247 NW 17 Ave., Miami, FL 33142
(Name of Subcontractor) (Address) (Phone No.) 786-412-7341

McKENZIE CRAFT 2247 NW 17 Ave., Miami, FL 33142
(Name of Subcontractor) (Address) (Phone No.)

2. Log Preservation & Restoration
(Portion of Work)
IWR: Intensified Wood Restoration P.O. Box 455, Munising, MI 49862
(Name of Subcontractor) (Address) (Phone No.)
906-387-2749

IWR: Intensified Wood Restoration P.O. Box 455, Munising, MI 49862
(Name of Subcontractor) (Address) (Phone No.)
906-387-2749

3. HVAC
(Portion of Work)
Chanin Mechanical 1965 7th St., Miami Beach, FL 33141
(Name of Subcontractor) (Address) (Phone No.) 305-865-1729

Chanin Mechanical 1965 7th St., Miami Beach, FL 33141
(Name of Subcontractor) (Address) (Phone No.)

4. Electric
(Portion of Work)
Wingload Electrical Contractor 14672 SW 99 St., Miami, FL 33186
(Name of Subcontractor) (Address) (Phone No.) 305-431-6685

Wingload Electrical Contractor 14672 SW 99 St., Miami, FL 33186
(Name of Subcontractor) (Address) (Phone No.)

**BID FORM FOR BID NO. 2015-03
LOG CABIN RESTORATION**

Amended April 24, 2015 through Addendum No. 3
--

BIDDER: M/L KENZIE CONSTRUCTION

TO: Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161

Project: LOG CABIN RESTORATION
Architects Project Number 15-3396
640 NE 114th Street
Biscayne Park, FL 33161

Having studied the Drawings prepared by R. J. Heisenbottle Architects, P.A. and having examined the Project Site, the undersigned bidder proposes to furnish all labor, tools, material, supplies and equipment, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the Village of Biscayne Park, through its City Manager, and to do the same strictly in accordance with the General Conditions of the Contract for Construction, the plans, specifications, schedule and other contract documents that have been issued by the Village, including the following Addenda which are referred to below and made a part hereof:

Addendum	Dated	Addendum	Dated
<u>1</u>	<u>4/6/15</u>	_____	_____
<u>2</u>	<u>4/13/15</u>	_____	_____
<u>3</u>	<u>4/23/15</u>	_____	_____

For the following total BASE BID SUM: Four Hundred, Eighty Nine
Thousand, Nine Hundred, Ninety Five Dollars (\$ 489,995).

A complete breakdown of this BID in 16 Division CSI Format is attached herewith for your review. An additional labor and materials breakdown will be provided upon notification of award.

The BASE BID includes zero dollars \$0.00 for Master Permit Fees, as we understand that the Master Permit Fee will be waived by the Village. All other permit fees will be paid for by the respective subcontractors and are included the BASE BID.

ADD ALTERNATES:

We submit the following **ADD ALTERNATE #1** price for providing the City Commission Dias and Podium Cabinetry/Millwork and all associated electrical wiring and conduits as described on the plans.

ADD ALTERNATE #1: \$ 24,536.00

We submit the following **ADD ALTERNATE #2** price for supplying and installing Round Timber Piles (Logs) of Dade County Pine, minimum 1,950 psi strength or greater in lieu of Southern Pine treated and kiln dried timber specified.

ADD ALTERNATE #2: \$ 9,800.00

UNIT PRICES:

The construction documents estimate 50% salvage heart pine finish floor material and 50% new heart pine select floor. We submit the following add or deduct unit price for River Recovered Antique Heart Pine Select Flooring, 3/4" x 3 1/4" dimension, should the % of salvaged and new material change.

ADD/DEDUCT UNIT PRICE: \$ 175.00 Lin.Ft.

1. 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.
2. 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.
3. Bidder has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Administrator is acceptable to Bidder.
4. Bidder agrees that the work will be completed and ready for final payment within one hundred eighty (180) calendar days from the date of Contract Commencement as specified in the Notice to Proceed, and no later than December 1, 2015.
5. We acknowledge that the Village of Biscayne Park reserves the right to waive any informality in any bid, and to reject any and/or all bids.
6. If notified of acceptance of this Bid within 30 days of submission, we agree to execute a mutually acceptable Owner/Contractor Agreement for construction of the proposed work

and within 7 days of receipt of Notice to Proceed commence to perform the work in Accordance with the General Conditions of the Contract for Construction and all other conditions of the contract.

7. The undersigned Bidder will extend the same prices, terms and conditions to other government agencies located in the State of Florida during the period covered by this contract and any extensions if required. Yes No

8. 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.

9. Communications concerning this Bid shall be addressed to:

Name: Maria C. Camara, Village Clerk
Address: 640 NE 114th Street
Biscayne Park, FL 33161
Telephone No.: (305) 899-8000
Fax No.: (305) 891-7241
E-Mail: villageclerk@biscayneparkfl.gov

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

- (a) Bid Form and Bidder's certification
- (b) Certified resolution (corporation, partnerships)
- (c) Certificate(s) of insurance
- (d) Non-collusive affidavit
- (e) Bidder's qualification statement
- (f) Bidder's Foreign (Non-Florida) corporate statement
- (g) References
- (h) Bid security
- (i) Contractor's Affidavit Regarding Named Products
- (j) Schedule of Values
- (k) Key Subcontractor Listing

J. B. Cam
S. M. Estimela
Mc Lane Construction
5/11/15



2247 N.W 17 AVENUE
 MIAMI, FL 33142
 786 412 7341 - phone
 786 484 0429 - fax

SCHEDULE OF ESTIMATES FOR BISCAVNE PARK LOG CABIN RESTORATION

LOG CABIN : VILLAGE OF BISCAVNE					
ADDRESS: 614 N.E 114 Street					
Village of Biscayne Park, FL 33161					
BUILDING MUNICIPAL					
TYPE:					
DATE: REV 5/11/2015					

DIVISION	COMMENTS	SUB TOTAL	DIV TOTAL
DIV 1 GENERAL REQUIREMENTS			\$ 84,990.00
P&P Bond		\$ 9,750.00	
General Liability Insurance		\$ 7,500.00	
Permits	City to Waive Permit Fees	\$ -	
Project Management & Supervision		\$ 45,465.00	
Temporary Utilities		\$ 7,575.00	
Temporary Toilets		\$ 950.00	
Trash Removal		\$ 7,800.00	
Daily and Final Cleaning		\$ 5,200.00	
Safety		\$ 750.00	
DIV 2 SITEWORK			\$ 32,200.00
Demolition	Protect existing wood flrs	\$ 26,900.00	
Termite Treatment		\$ 750.00	
Asphalt Paving, Signage & Markings	Reuse Existing Posts	\$ 3,750.00	
Concrete Paving, Sidewalks & Curbing		\$ 800.00	
Irrigation	NIC	\$ -	
Landscaping	NIC	\$ -	
DIV 3/4 CONCRETE & MASONRY			\$ 3,250.00
Concrete Works		\$ 2,500.00	
Stone Curb Repairs		\$ 750.00	
DIV 5 METALS			\$ 2,100.00
Aluminum Handrails		\$ 2,100.00	
DIV 6 WOODS & PLASTICS			\$ 140,775.00
New Timber Carpentry and Restoration Works	Clean and repair all chinking; No interior staining	\$ 117,700.00	
Existing timber repairs and hardware		\$ 4,200.00	
Roof Sheathing and Carpentry		\$ 9,975.00	
Cabinetry for new sink		\$ 8,900.00	
DIV 7 THERMAL & MOISTURE PROTECTION			\$ 31,350.00
Roofing Shakes and Insulation		\$ 31,350.00	
DIV 8 OPENINGS			\$ 32,850.00
Impact Resistant PGT Door and Window with Bronze Finish		\$ 27,300.00	
Impact Resistant Commercial Door with Broze Finish		Inc	
Hardware		Inc	
Door & Windows Installation		\$ 1,550.00	
Restore and Refinish Existing Wood Shutters	Restore Existing	\$ 4,000.00	
DIV 9 FINISHES			\$ 12,820.00
New Wood Flooring in Bathroom Only		\$ 2,000.00	
Sand, Repair and restore existing wood Flooring		\$ 8,620.00	
Stain Existing wood Flooring		\$ 2,200.00	
DIV 10 SPECIALTIES			\$ 3,450.00
Bathroom Accessories and Mirrors		\$ 3,300.00	
Bathroom Signage		\$ 150.00	
Fire Extinguishers	Re Use Existing	\$ -	
DIV 11 EQUIPMENT			\$ -
N/A	NIC		
DIV 12 FURNISHINGS			\$ -
N/A	NIC		

DIV 13	SPECIAL CONSTRUCTION					\$ 9,690.00
	Fire Sprinkler Work and Relocation of existing Line & backflow	No Line Relocation			\$ 9,590.00	
DIV 14	CONVEYING SYSTEMS					\$ -
	N/A	NIC			\$ -	
DIV 15	PLUMBING					\$ 4,215.00
	Restroom Plumbing and Fixtures	No new lines			\$ 4,215.00	
	Break Room Plumbing	New Plumbing Fixtures			Inc	
DIV 15	HVAC					\$ 17,500.00
	HVAC Material & Labor	Rheem Alternate Units			\$ 17,500.00	
DIV 16	ELECTRICAL					\$ 77,461.00
	Electrical Work and Fire Alarm	Reuse existing service Line			\$ 56,911.00	
	Lighting Fixtures	Alternate package			\$ 20,550.00	
COST OF CONSTRUCTION					\$ 452,551.00	
CONTRACTOR FEE					\$ 37,444.00	
TOTAL BID					\$ 489,995.00	
FIRM NAME: <u>MCKENZIE CONSTRUCTION</u>						
Date: <u>5 /11/ 2015</u>						

VALUE ENGINEERING ITEMS						
ITEMS						
	City to waive all Permit Fees					\$ (4,500.00)
	Bond Fee Reduce					\$ (450.00)
	Deduct for keeping existing wood flooring in main room					\$ (2,100.00)
	Deduct for removal of all interior chinking , Cleaning & . Repairs Only					\$ (5,600.00)
	Deduct for the removal of all exterior chinking ; cleaning , Repairs and stainin					\$ (6,700.00)
	Deduct for the Use of aluminum Impact PGT Glass doors and windows					\$ (48,900.00)
	Delete new wood shutters. Stain and refinish existing					\$ (7,590.00)
	Deduct for the new wood flooring , Sand , Repair ,restore and stain existing Floor					\$ (8,280.00)
	Deduct for the reuse of existing fire extinguishers					\$ (300.00)
	Keep existing fire line, valve and PIP Valve and main line in current position . No relocation					\$ (3,000.00)
	Utilize Rheem AC Units in lieu of Trane					\$ (3,500.00)
	Secure existing plumbing lines in log wall , no new line , replace plumbing fixtures					\$ (1,485.00)
	Keep existing electric service line, provide new panels, move fire panel to interior walls,					\$ (33,000.00)
	Alternate Lighting Fixture package					\$ (4,500.00)
	Replace ADA signage on Pole , reuse existing posts					\$ (450.00)
TOTAL VALUE ENGINEERING DEDUCT						\$ (130,355.00)



2247 N.W. 17 AVENUE
 MIAMI, FL 33142
 786 412 7341 - phone
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SCHEDULE OF ESTIMATES FOR BISCCAYNE PARK LOG CABIN RESTORATION: PHASE 1

LOG CABIN : VILLAGE OF BISCCAYME					
ADDRESS: 614 N.E 114 Street					
Village of Biscayne Park, FL 33161					
BUILDING MUNICIPAL					
TYPE:					
DATE 5/24/2015					

DIVISION	COMMENTS			SUB TOTAL	DIV TOTAL
DIV 1 GENERAL REQUIREMENTS					\$ 26,550.00
P&P Bond				\$ 10,200.00	
General Liability Insurance				\$ 7,500.00	
Permits	By Village / Owner			\$ -	
Project Management & Supervision				\$ 5,900.00	
Temporary Utilities				\$ 1,020.00	
Temporary Toilets				\$ 980.00	
Trash Removal	By Village / Owner			\$ -	
Daily and Final Cleaning				\$ 200.00	
Safety				\$ 750.00	
DIV 2 SITWORK					\$ 15,750.00
Demolition				\$ 15,000.00	
Termite Treatment				\$ 750.00	
Asphalt Paving, Signage & Markings	NIC	In Other Phases		\$ -	
Concrete Paving, Sidewalks & Curbing	NIC	In Other Phases		\$ -	
Irrigation	NIC	NIC		\$ -	
Landscaping	NIC	NIC		\$ -	
DIV 3/4 CONCRETE & MASONRY					\$ 14,550.00
Concrete Works and Foundation Piers				\$ 14,550.00	
Stone Curb Repairs	NIC	In Other Phases		\$ -	
DIV 5 METALS					\$ -
Aluminum Handrails	NIC	In Other Phases		\$ -	
DIV 6 WOODS & PLASTICS					\$ 10,500.00
Foundation Carpentry Repairs				\$ 7,500.00	
New Timber Carpentry Structural Works				\$ 3,000.00	
New Porch Timber Works	NIC	In Other Phases		\$ -	
Chinking & Staining Restoration works	NIC	In Other Phases		\$ -	
Existing timber repairs and hardware	NIC	In Other Phases		\$ -	
Roof Sheathing and Carpentry	NIC	In Other Phases		\$ -	
Cabinetry for new sink	NIC	In Other Phases		\$ -	
New Diaz & Podium	NIC	In Other Phases		\$ -	
DIV 7 THERMAL & MOISTURE PROTECTION					\$ -
Roofing Shakes and Insulation	NIC	In Other Phases		\$ -	
DIV 8 OPENINGS					\$ -
Hartman Wood Doors and Windows	NIC	In Other Phases		\$ -	
Hardware	NIC	In Other Phases		\$ -	
Door & Windows Installation	NIC	In Other Phases		\$ -	
Wood Shutters ad Hardware	NIC	In Other Phases		\$ -	
DIV 9 FINISHES					\$ -
Reclaimed River Wood Flooring	NIC	In Other Phases		\$ -	
Wood and Floor staining	NIC	In Other Phases		\$ -	
DIV 10 SPECIALTIES					\$ -
Bathroom Accessories and Mirrors	NIC	In Other Phases		\$ -	
Bathroom Signage	NIC	In Other Phases		\$ -	
Fire Extinguishers	NIC	In Other Phases		\$ -	
DIV 11 EQUIPMENT					\$ -
N/A	NIC	NIC		\$ -	
DIV 12 FURNISHINGS					\$ -
N/A	NIC	NIC		\$ -	

DIV 13 SPECIAL CONSTRUCTION					\$ 3,700.00
	Fire Sprinkler Work and Relocation of existing Line & backflow			\$ 3,700.00	
DIV 14 CONVEYING SYSTEMS					\$ -
	N/A	NIC		\$ -	
DIV 15 PLUMBING					\$ 1,650.00
	Restroom Plumbing and Fixtures			\$ 1,650.00	
	Break Room Plumbing			Inc	
DIV 15 HVAC					\$ -
	HVAC Material & Labor	NIC	In Other Phases	\$ -	
DIV 16 ELECTRICAL					\$ 3,000.00
	Electrical Work & Fire Alarm			\$ 3,000.00	
	Lighting Fixtures	NIC	In Other Phases	\$ -	
COST OF CONSTRUCTION				\$ 75,700.00	
CONTRACTOR FEE				\$ 5,900.00	
TOTAL PHASE 1				\$ 81,600.00	
FIRM NAME: <u>MCKENZIE CONSTRUCTION</u>					



SCHEDULE OF ESTIMATES FOR BISCAIYNE PARK LOG CABIN RESTORATION: PHASE II

ADDRESS:	LOG CABIN : VILLAGE OF BISCAIYME					
	614 N.E. 114 Street					
	Village of Biscayne Park, FL 33161					
BUILDING	MUNICIPAL					
TYPE:						
DATE	5/24/2015					

DIVISION	COMMENTS			SUB TOTAL	DIV TOTAL
DIV 1	GENERAL REQUIREMENTS				\$ 11,695.00
	P&P Bond			\$ -	
	General Liability Insurance			\$ -	
	Permits	By Village / Owner		\$ -	
	Project Management & Supervision			\$ 8,700.00	
	Temporary Utilities			\$ 1,500.00	
	Temporary Toilets			\$ 300.00	
	Trash Removal	By Village / Owner		\$ -	
	Daily and Final Cleaning			\$ 1,020.00	
	Safety			\$ 175.00	
DIV 2	SITWORK				\$ 7,500.00
	Demolition			\$ 7,500.00	
	Termite Treatment			\$ -	
	Asphalt Paving, Signage & Markings	NIC	In Other Phases	\$ -	
	Concrete Paving, Sidewalks & Curbing	NIC	In Other Phases	\$ -	
	Irrigation	NIC	NIC	\$ -	
	Landscaping	NIC	NIC	\$ -	
DIV 3/4	CONCRETE & MASONRY				\$ -
	Concrete Works and Foundation Piers			\$ -	
	Stone Curb Repairs	NIC	In Other Phases	\$ -	
DIV 5	METALS				\$ -
	Aluminum Handrails	NIC	In Other Phases	\$ -	
DIV 6	WOODS & PLASTICS				\$ 39,427.00
	Foundation Carpentry Repairs			\$ -	
	New Timber Carpentry Structural Works			\$ 25,252.00	
	New Porch Timber Works	NIC	In Other Phases	\$ -	
	Chinking & Staining Restoration works	NIC	In Other Phases	\$ -	
	Existing timber repairs and hardware	NIC	In Other Phases	\$ 4,200.00	
	Roof Sheathing and Carpentry	NIC	In Other Phases	\$ 9,975.00	
	Cabinetry for new sink	NIC	In Other Phases	\$ -	
	New Diaz & Podium	NIC	In Other Phases	\$ -	
DIV 7	THERMAL & MOISTURE PROTECTION				\$ 31,350.00
	Roofing Shakes and Insulation	NIC	In Other Phases	\$ 31,350.00	
DIV 8	OPENINGS				\$ -
	Hartman Wood Doors and Windows	NIC	In Other Phases	\$ -	
	Hardware	NIC	In Other Phases	\$ -	
	Door & Windows Installation	NIC	In Other Phases	\$ -	
	Wood Shutters ad Hardware	NIC	In Other Phases	\$ -	
DIV 9	FINISHES				\$ -
	Reclaimed River Wood Flooring	NIC	In Other Phases	\$ -	
	Wood and Floor staining	NIC	In Other Phases	\$ -	
DIV 10	SPECIALTIES				\$ -
	Bathroom Accessories and Mirrors	NIC	In Other Phases	\$ -	
	Bathroom Signage	NIC	In Other Phases	\$ -	
	Fire Extinguishers	NIC	In Other Phases	\$ -	
DIV 11	EQUIPMENT				\$ -
	N/A	NIC	NIC	\$ -	
DIV 12	FURNISHINGS				\$ -
	N/A	NIC	NIC	\$ -	

DIV 13	SPECIAL CONSTRUCTION				\$ 8,833.00
	Fire Sprinkler Work and Relocation of existing Line & backflow			\$ 8,833.00	
DIV 14	CONVEYING SYSTEMS				\$ -
	N/A	NIC		\$ -	
DIV 15	PLUMBING				\$ 4,050.00
	Restroom Plumbing and Fixtures			\$ 4,050.00	
	Break Room Plumbing	Inc		\$ -	
DIV 15	HVAC				\$ 17,500.00
	HVAC Material & Labor	NIC	In Other Phases	\$ 17,500.00	
DIV 16	ELECTRICAL				\$ 70,800.00
	Electrical Work & Fire Alarm			\$ 70,800.00	
	Lighting Fixtures	NIC	In Other Phases	\$ -	
COST OF CONSTRUCTION					\$ 314,786.00
CONTRACTOR FEE					\$ 24,425.00
TOTAL PHASE III					\$ 339,211.00
FIRM NAME: <u>MCKENZIE CONSTRUCTION</u>					



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SCHEDULE OF ESTIMATES FOR BISCAYNE PARK LOG CABIN RESTORATION: PHASE IV

LOG CABIN : VILLAGE OF BISCAYME							
ADDRESS:	614 N.E 114 Street						
	Village of Biscayne Park, FL 33161						
BUILDING	MUNICIPAL						
TYPE:							
DATE	5/24/2015						
DIVISION	COMMENTS			SUB TOTAL	DIV TOTAL		
DIV 1	GENERAL REQUIREMENTS						\$ 7,145.00
	P&P Bond			\$	-		
	General Liability Insurance			\$	-		
	Permits	By Village / Owner		\$	-		
	Project Management & Supervision			\$	5,555.00		
	Temporary Utilities			\$	890.00		
	Temporary Toilets			\$	120.00		
	Trash Removal	By Village / Owner		\$	-		
	Daily and Final Cleaning			\$	580.00		
	Safety			\$	-		
DIV 2	SITWORK						\$
	Demolition			\$	-		
	Termite Treatment			\$	-		
	Asphalt Paving, Signage & Markings			\$	-		
	Concrete Paving, Sidewalks & Curbing			\$	-		
	Irrigation	NIC	NIC	\$	-		
	Landscaping	NIC	NIC	\$	-		
DIV 3/4	CONCRETE & MASONRY						\$
	Concrete Works and Foundation Piers			\$	-		
	Stone Curb Repairs			\$	-		
DIV 5	METALS						\$
	Aluminum Handrails			\$	-		
DIV 6	WOODS & PLASTICS						\$ 48,900.00
	Foundation Carpentry Repairs			\$	-		
	New Timber Carpentry Structural Works			\$	-		
	New Porch Timber Works	NIC	In Other Phases	\$	25,000.00		
	Chinking & Staining Restoration works	NIC	In Other Phases	\$	15,000.00		
	Existing timber repairs and hardware	NIC	In Other Phases	\$	-		
	Roof Sheathing and Carpentry	NIC	In Other Phases	\$	-		
	Cabinetry for new sink	NIC	In Other Phases	\$	8,900.00		
	New Diaz & Podium	NIC	In Other Phases	\$	24,530.00		
DIV 7	THERMAL & MOISTURE PROTECTION						\$
	Roofing Shakes and Insulation	NIC	In Other Phases	\$	-		
DIV 8	OPENINGS						\$ 11,950.00
	Hartman Wood Doors and Windows			\$	-		
	Hardware			\$	-		
	Door & Windows Installation			\$	-		
	Wood Shutters and Hardware	NIC	In Other Phases	\$	11,950.00		
DIV 9	FINISHES						\$
	Reclaimed River Wood Flooring			\$	-		
	Wood and Floor staining			\$	-		
DIV 10	SPECIALTIES						\$
	Bathroom Accessories and Mirrors			\$	-		
	Bathroom Signage			\$	-		
	Fire Extinguishers	Re Install Existing		\$	-		
DIV 11	EQUIPMENT						\$
	N/A	NIC	NIC				
DIV 12	FURNISHINGS						\$
	N/A	NIC	NIC				

DIV 13	SPECIAL CONSTRUCTION					\$
	Fire Sprinkler Work and Relocation of existing Line & backflow				\$	-
DIV 14	CONVEYING SYSTEMS					\$
	N/A	NIC			\$	-
DIV 15	PLUMBING					\$
	Restroom Plumbing and Fixtures				\$	-
	Break Room Plumbing	Inc			\$	-
DIV 15	HVAC					\$
	HVAC Material & Labor	NIC	In Other Phases		\$	-
DIV 16	ELECTRICAL					\$
	Electrical Work & Fire Alarm				\$	-
	Lighting Fixtures	NIC	In Other Phases		\$	34,000.00
COST OF CONSTRUCTION						\$ 126,525.00
CONTRACTOR FEE						\$ 8,020.00
TOTAL PHASE IV						\$ 134,545.00
FIRM NAME: <u>MCKENZIE CONSTRUCTION</u>						

Biscayne Park Village Hall
640 NE 114th Street
Biscayne Park, Florida

Rehabilitation/Restoration Budget Cost Estimate
8/4/2014

RJ Hiesenbottle Architects, PA

<u>Code</u>	<u>Description</u>	<u>Sub Cost</u>
Division 0 - Requirements & Conditions		
	Fumigation Accurate Pest	\$ 5,500.00
	Final Cleanup	\$ 1,750.00
	Site Survey	\$ 1,000.00
Division 1 - General Requirements		
	Direct Labor Super/PM 6 months	\$ 85,000.00
	Temporary Electric	\$ 1,200.00
	Temporary Sanitary Facilities	\$ 1,500.00
	Debris Removal	\$ 4,500.00
	Day Labor	\$ 7,500.00
	Field Office Traylor	\$ 7,500.00
Division 2 - Demolition & Sitework		
	Selective Demolition	\$ 17,500.00
	Site Utilities, Backflow Preventor	\$ 4,500.00
	Misc. Landscaping & Irrigation	\$ 3,500.00
Division 03-Concrete		
	03300 Cast-in-Place Concrete	\$ -
Division 04-Masonry		
	Stone Chimney Facing	\$ 1,250.00
Division 05-Metals		
	Misc. Metal, Starps, Anchors & Decorative Hardware	\$ 8,500.00
Division 06-Wood & Plastics		
	Carpentry Labor	\$ 12,500.00
	Roof Sheathing	\$ 7,899.00
	Log Replacement Timber	\$ 22,000.00
Division 07-Thermal & Moisture Protection		
	Rigid Roof Insulation	\$ 7,866.00
	Shake Shingle Roofing	\$ 14,421.00
	Log Replacement Timber Chinking	\$ 12,000.00

Division 08-Doors & Windows		
Wood Doors	\$	7,500.00
Wood Windows	\$	10,500.00
Hardware	\$	750.00
Division 09-Finishes		
Wood Floor Refinishing	\$	5,250.00
Painting & Staining	\$	22,750.00
Division 10- Specialties		
10800 Toilet & Bath Accessories	\$	1,700.00
Division 11 Equipment		
	\$	-
Division 12 Furnishings		
	\$	-
Division 13 Special Construction		
	\$	-
Division 14 Conveying Systems		
	\$	-
Division 15 Mechanical		
Relocate Sprinkler System Service Riser	\$	8,500.00
Plumbing Fixtures, Piping & Condensate Piping	\$	8,500.00
H.V.A.C.	\$	14,500.00
Division 16 Electrical		
Electrical, Includes Service Main, Wiring, Lighting & Fire Alarm	\$	52,440.00
Sub-Total	\$	<u>359,776.00</u>
GC Performance & Payment Bond	\$	5,396.64
GC Overhead & Profit 15%	\$	53,966.40
Total Construction Cost	\$	<u>419,139.04</u>
Soft Cost Expenses		
A/E Fees & Expenses	\$	41,913.90
CPA Florida Single Audit for State Grant	\$	7,500.00
Permit Fees	\$	-
Insurance - Builders Risk	\$	3,500.00
Total Soft Cost Expense	\$	<u>52,913.90</u>
Contingency for Unforeseen Conditions	\$	<u>25,000.00</u>
TOTAL PROJECT BUDGET ESTIMATE	\$	<u><u>497,052.94</u></u>