



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, December 9, 2014 at 6:30pm



Indicates back up documents are provided.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 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.

5 Public Comments Related to Agenda Items / Good & Welfare

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

6 Resolutions



6.a Resolution 2014-96

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT BETWEEN BEJAR CONSTRUCTION, INC. AND THE VILLAGE OF BISCAYNE PARK FOR CONSTRUCTION OF THE PUBLIC SAFETY AND ADMINISTRATION ANNEX; PROVIDING FOR AN EFFECTIVE DATE.**

7 Old Business

These items are generally discussion items that have been previously discussed by the Commission and new information or updates are available by either a member of the Commission or the Administration.

8 New Business

These items are generally discussion items that have been requested by members of the Commission or the Administration.



8.a Village Hall Log Cabin repair and restoration project.

9 Announcements

Wednesday, December 10th - Public Art Advisory Board Meeting at 6:00pm

Thursday, December 11th - Charter Review Advisory Board Meeting at 7:00pm

Friday, December 12th - Village Hall Offices will close at 1:00pm for Holiday Party

Monday, December 15th - Planning & Zoning Board at 6:30pm

Monday, December 15th - Ecology Board at 6:30pm

Tuesday, December 16th - Code Compliance Board at 7:00pm

Tuesday, December 16th - Recreation Advisory Board at 7:00pm

Wednesday, December 17th - Code Review Board at 7:00pm

Thursday, December 18th - Groundbreaking Ceremony at 5:30pm

Saturday, December 20th - Winterfest at 11:00am

Wednesday, December 24th - Village Hall will close at 12:Noon

Thursday, December 25th - All Village Departments are closed.

Wednesday, December 31st - Village Hall will close at 2:00pm

Thursday, January 1st - All Village Departments are closed.

Our next regular Commission meeting is Tuesday, January 6, 2015, at 7:00pm

10 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: December 9, 2014

Subject: Resolution 2014-96 Contract between the Village of Biscayne Park and Bejar Construction, Inc. for the construction of the Public Safety and Administrative Annex

Prepared By: Heidi Shafran, AICP, Village Manager

Sponsored By: Staff

BACKGROUND

A draft Invitation to Bid was presented to the Commission on October 7, 2014. Upon completion of the plans, the Invitation to Bid was released on October 24, 2014. The Invitation to Bid was listed on the Village website, in the Daily Business Review and distributed through professional colleagues. A mandatory pre-bid meeting was held on November 10, 2014 and bids were due on November 24, 2014.

Six (6) construction firms submitted bids for the construction of the Public Safety and Administration Annex. In addition to the base bid, the bidders were asked to provide two alternates: Alternate 1 – added decorative stone around the entrance and Alternate 2 – included the complete build-out of the Police Station. The Village received bids from the following firms:

Company	Total Base Bid	Alternate No. 1	Alternate No. 2
ABC Construction	\$970,000	\$11,500	150,000
Allied Contractors	\$874,000	\$2,268	\$83,500
Bejar Construction	\$701,533	\$5,700	\$126,245
Carivon Construction	\$849,950	\$8,600	\$135,750
ELCI Construction Group	\$868,308	\$2,000	\$135,190
Foster Construction	\$851,720	n/a	\$871,180

A professional cost estimate of the Public Safety and Administration Annex estimated that the most probable cost of the project will be approximately \$850,000.

On December 1, 2014 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:

December 9, 2014

Commission Agenda Report

Resolution 2014-96 Contract between the Village of Biscayne Park and Bejar Construction, Inc.

Krishan Manners, Public Services Manager; Drew Dilworth, resident; Elizabeth Hornbuckle, resident; Gary Kuhl, resident; and David Archacki, Public Works Director for the City of Wilton Manors and project manager for Wilton Manors City Hall construction project.

The Committee listened to presentations and asked questions of four bidders (Foster Construction and ABC Construction chose not to proceed). The Committee then discussed each bidder's submitted bid packages, proposed price, experience with similar projects, firm qualification and the presentations. Finally, each committee member ranked each firm using a form that was provided. The final results were as follows:

Company	Total Points	Average
ABC Construction	Not Ranked	Not Ranked
Allied Contractors	415	83
Bejar Construction	468	94
Carivon Construction	417	83
ELCI Construction Group	356	71
Foster Construction	Not Ranked	Not Ranked

The Committee unanimously agreed to recommend Bejar Construction to the Village Manager.

Upon review of the submitted bid package and a check of references the Village Manager recommends Bejar Construction as the contractor for the Public Safety and Administrative Annex.

FISCAL / BUDGET IMPACT

The Village of Biscayne Park was awarded a \$1,000,000.00 appropriation by the State of Florida for the rehabilitation of the historic log cabin and the construction of a Public Safety and Administration Annex. These project costs will be supplemented by the \$100,000 State of Florida Department of Historical Resources matching grant and any other future funding the Village may receive.

Staff intends to return to the Commission with options for gap funding for completion of the new Annex building and the restoration of the log cabin.

STAFF RECOMMENDATION

Based on a careful analysis of all bids submitted and the recommendation of the Bid Selection Committee the Village Manager recommends that the Village Commission enter into an agreement with Bejar Construction in the amount of \$833,478.00 for the construction of the Public Safety and Administrative Annex.

ATTACHMENTS

- Resolution 2014-96
- Contract between the Village of Biscayne Park and Bejar Construction, Inc.
- List of attendees at November 10, 2014 Mandatory Pre-bid Meeting
- List of Unofficial Bid Results (Bid Opening November 24, 2014)

December 9, 2014

Commission Agenda Report

Resolution 2014-96 Contract between the Village of Biscayne Park and Bejar Construction, Inc.

- Bid Selection Committee Evaluation Forms (December 1, 2014)
- Selection Committee Ranking Summary (December 1, 2014)
- Bejar Construction Submitted Bid
- References for Bejar Construction

1
2
3 **RESOLUTION NO. 2014-96**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**
8 **CONTRACT BETWEEN BEJAR CONSTRUCTION,**
9 **INC. AND THE VILLAGE OF BISCAYNE PARK FOR**
10 **CONSTRUCTION OF THE PUBLIC SAFETY AND**
11 **ADMINISTRATION ANNEX; PROVIDING FOR AN**
12 **EFFECTIVE DATE.**
13
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 construction
17 of a Public Safety and Administration Annex; and,
18

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

23 WHEREAS, on October 24, 2014, the Village advertised Invitation to Bid 2014-04
24 Public Safety and Administration Annex Construction, whereby six (6) bid proposals were
25 received; and,
26

27 WHEREAS, after a review and ranking of all proposals by the Review Committee,
28 Bejar Construction, Inc., was recommended to the Village Manager as the most responsive and
29 responsible bidder; and,
30

31 WHEREAS, upon review of the submitted bid package and verification of references,
32 the Village desires to retain the services of Bejar Construction, Inc., for the construction of the
33 Public Safety and Administration Annex.
34

35 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
36 VILLAGE OF BISCAYNE PARK, FLORIDA:
37
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 Bejar Construction, Inc., and the Village
44 of Biscayne Park for construction of the Public Safety and Administration Annex. The
45 Contract, in substantial form, is attached and incorporated by reference into this resolution as
46 exhibit 1.
47

48 **Section 3.** This Resolution shall become effective upon adoption.
49

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

PASSED AND ADOPTED this ____ day of _____, 2014

**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")

&

BEJAR CONSTRUCTION, INC.

6326 S.W. 191st Avenue

Pembroke Pines, Florida 33332

(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 for:

PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION

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 sixty-five (165) 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 June 30, 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, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Eight Hundred Thirty Three Thousand Four Hundred Seventy Eight Dollars (\$833,478.00).

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.
- 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

For Bejar Construction, Inc.

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 sites 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 or other public authority for a period of more than ninety (90) days through no act or fault of CONTRACTOR or of anyone employed by him, 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 to 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
----------------	---

(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

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 of Biscayne Park
Invitation to Bid 2014-04 Public Safety and Administration Annex Construction
MANDATORY PRE PROPOSAL CONFERENCE - Monday, November 10, 2014 at 2:00PM

	Company Name	Representative
1	Team Contracting, Inc.	Felix Ocana
	E-mail focana@team-contracting.com	Telephone (305) 207-9799
2	GEL ASSOCIATES	GREG TA)
	E-mail GTAI@GELASSOCIATES.COM	Telephone (805) 994-2150
3	Foster Construction of South Florida.	Carlos ArdaVin
	E-mail CARDVIN@FOSTERCONSTRUCTIONSF.NET.	Telephone (786) 295-5308
4	SA CONSULTANTS.	HAMID SALEHI
	E-mail HAMID@SACONSULTANTS.CO	Telephone (305) 857-9220
5	Lunacon Construction Group, Corp	Ralph Aguado II
	E-mail raguado@lunaconcorp.com	Telephone (786) 293-0035 x 116



Village of Biscayne Park
Invitation to Bid 2014-04 Public Safety and Administration Annex Construction
MANDATORY PRE PROPOSAL CONFERENCE - Monday, November 10, 2014 at 2:00PM

	Company Name	Representative
6	BETAR CONSTRUCTION INC	BEHUN BETAR
	E-mail BETARCONSTRUCTION@MSW.COM	Telephone (954) 431-5981
7	West Construction Inc	Michael Cupp
	E-mail mCupp@westconstructioninc.net	Telephone (561) 588-2027
8	ABC Const	Pablo Arcia
	E-mail kme10@ABCConstruction.LL	Telephone (305) 663-0322
9	CARIVON CONSTRUCTION COMPANY	CARLOS HERNANDEZ
	E-mail IMUNNE@CARIVON.COM	Telephone (305) 232-9024
10	LINK CONSTRUCTION GROUP	ORLANDO CEBALLOS
	E-mail OCEBALLOS@LINKCONSTRUCTIONGROUP.NET	Telephone (305) 665-9826



Village of Biscayne Park
Invitation to Bid 2014-04 Public Safety and Administration Annex Construction
MANDATORY PRE PROPOSAL CONFERENCE - Monday, November 10, 2014 at 2:00PM

11

Company Name	Representative
Allied Contractors	Eduardo Andreu
E-mail	Telephone
eddie @ allied - contractors. com	(305) 819-4599 ext. 110

12

Company Name	Representative
E.L.C.I. CONSTRUCTION GROUP, INC	Moises Bichacari
E-mail	Telephone
moises @ elci CONSTRUCTION. com	(305) 891-7990

13

Company Name	Representative
EURO AMERICAN RENOVATION INC.	TEIK GANTCHEV
E-mail	Telephone
TGANTCHEV @ YAHOO. COM	(954) 647-0405

14

Company Name	Representative
E-mail	Telephone
	()

15

Company Name	Representative
E-mail	Telephone
	()

**VILLAGE OF BISCAYNE PARK
UNOFFICIAL BID RESULTS**

**INVITATION TO BID 2014-04
PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION**

ORDER OPENED	COMPANY	TOTAL BASE BID AMOUNT	ALTERNATE No.1	ALTERNATE No.2
1	Carivon Construction	\$849,950.-	\$ 8,600.-	\$135,750.-
2	Allied Contractors	\$874,000.-	\$2,268.-	\$ 83,500.-
3	Foster Construction	\$ 851,720.-	N/A	\$871,180.-
4	ABC Construction	\$970,000.-	\$11,500.-	\$150,000.-
5	ELCI Construction Group	\$868,308.-	\$ 2,000.-	\$135,190.-
6	Bejar Construction	\$701,533.00	\$5,700.-	\$126,245.-

Date: November 24, 2014
 Location: Ed Burke Recreation Center
 11400 NE 9th Court
 Biscayne Park, FL 33161



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

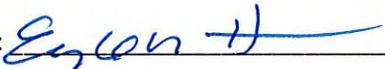
Review Committee Evaluation Form for Respondents

Respondent: BEJAR

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	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	5
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: 12/1/14

By: 

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



**Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction**

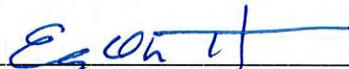
Review Committee Evaluation Form for Respondents

Respondent: Carivon Construction

Criteria	Points	Points Awarded
Price	40	20
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	30
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 69

Date of Review: 12/1/14

By: 

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

— *Elizabeth Hornbuckle, Resident*

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



**Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction**

Review Committee Evaluation Form for Respondents

Respondent: Allied

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	20
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	3

TOTAL 65

Date of Review: 12/1/14

By: [Signature]

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



**Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction**

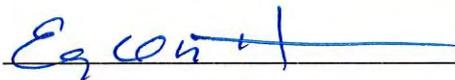
Review Committee Evaluation Form for Respondents

Respondent: ELCI

Criteria	Points	Points Awarded
Price	40	10
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	10
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	8
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 32

Date of Review: 12/1/14

By: 

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



**Village of Biscayne Park
 Invitation to Bid 2014-04
 Public Safety & Administration Annex Construction**

Review Committee Evaluation Form for Respondents

Respondent: Bejan Casimirovi

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	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	10
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: 12-1-14

By: Dilworth

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



**Village of Biscayne Park
 Invitation to Bid 2014-04
 Public Safety & Administration Annex Construction**

Review Committee Evaluation Form for Respondents

Respondent: *Aurica*

Criteria	Points	Points Awarded
Price	40	<i>35</i>
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. <i>Donor for size of job only</i>	40	<i>35</i> 30
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	<i>15</i>
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	<i>5</i>

TOTAL *90*

Date of Review: *12-1-14*

By: *Dilworth*

Review Committee:

- David Archacki, Director of Public Works, Wilton Manors*
- Drew Dilworth, Resident*
- Elizabeth Hornbuckle, Resident*
- Gary Kuhl, Resident*
- Krishan Manners, Public Services Manager*



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

Review Committee Evaluation Form for Respondents

Respondent: Carison

Criteria	Points	Points Awarded
Price	40	33
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. <i>Demer for size</i>	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 88

Date of Review: 12-11-14

By: Drew Dilworth

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



**Village of Biscayne Park
 Invitation to Bid 2014-04
 Public Safety & Administration Annex Construction**

Review Committee Evaluation Form for Respondents

Respondent: ELCF

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. <i>DEDUCT DUE TO SIZE OF FIRM</i>	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 85

Date of Review: 12-1-14

By: Dilworth

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

Review Committee Evaluation Form for Respondents

Respondent: BEJAR

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	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	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: 12/1/14

By: *Krishan Manners*

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

— Krishan Manners, Public Services Manager



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

Review Committee Evaluation Form for Respondents

Respondent: ALLIED CONTRACTORS

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	5

TOTAL 95

Date of Review: _____

By: _____

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

Review Committee Evaluation Form for Respondents

Respondent: CARIVAN CONSTRUCTION COMPANY

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	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	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 88

Date of Review: _____

By: _____

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

Review Committee Evaluation Form for Respondents

Respondent: ELCI

Criteria	Points	Points Awarded
Price	40	25
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 85

Date of Review: 12/1/14

By: Krishan Manners

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

— Krishan Manners, Public Services Manager



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

Review Committee Evaluation Form for Respondents

Respondent: ELCI 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	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	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 **88**

Date of Review: 12/1/14

By: [Signature]

Review Committee:

- David Archacki, Director of Public Works, Wilton Manors ✓
- Drew Dilworth, Resident
- Elizabeth Hornbuckle, Resident
- Gary Kuhl, Resident
- Krishan Manners, Public Services Manager



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

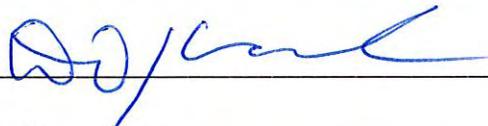
Review Committee Evaluation Form for Respondents

Respondent: Carivon 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	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	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 88

Date of Review: 12/1/14

By: 

Review Committee:

David Archacki, Director of Public Works, Wilton Manors ✓

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

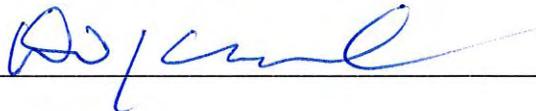
Review Committee Evaluation Form for Respondents

Respondent: Allied Contractors

Criteria	Points	Points Awarded
Price	40	20
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	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 78

Date of Review: 12/1/14

By: 

Review Committee:

David Archacki, Director of Public Works, Wilton Manors ✓

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

Review Committee Evaluation Form for Respondents

Respondent: Betar 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	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	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: ^{12/1/14} AD/ane

By: AD/ane

Review Committee:

David Archacki, Director of Public Works, Wilton Manors ✓

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction

Review Committee Evaluation Form for Respondents

Respondent: ELCI CONSTRUCTION

Criteria	Points	Points Awarded
Price	40	25
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	30
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	4

TOTAL 71

Date of Review: 12-1-14

By: [Signature]

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



**Village of Biscayne Park
 Invitation to Bid 2014-04
 Public Safety & Administration Annex Construction**

Review Committee Evaluation Form for Respondents

Respondent: CARIVOL 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	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	4

TOTAL 84

Date of Review: 12.1.14

By: [Signature]

Review Committee:

- David Archacki, Director of Public Works, Wilton Manors*
- Drew Dilworth, Resident*
- Elizabeth Hornbuckle, Resident*
- Gary Kuhl, Resident*
- Krishan Manners, Public Services Manager*



**Village of Biscayne Park
Invitation to Bid 2014-04
Public Safety & Administration Annex Construction**

Review Committee Evaluation Form for Respondents

Respondent: ALLIED CONTRACTORS

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	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 57

Date of Review: 12.1.14

By: [Signature]

Review Committee:

David Archacki, Director of Public Works, Wilton Manors

Drew Dilworth, Resident

Elizabeth Hornbuckle, Resident

Gary Kuhl, Resident

Krishan Manners, Public Services Manager



**Village of Biscayne Park
 Invitation to Bid 2014-04
 Public Safety & Administration Annex Construction**

Review Committee Evaluation Form for Respondents

Respondent: HELAR 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	7
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 87

Date of Review: 12.1.14

By: [Signature]

- Review Committee:**
 David Archacki, Director of Public Works, Wilton Manors
 Drew Dilworth, Resident
 Elizabeth Hornbuckle, Resident
 Gary Kuhl, Resident
 Krishan Manners, Public Services Manager

Village of Biscayne Park
Invitation to Bid 2014-04 - Public Safety & Administration Annex Construction
Review Committee Ranking

ALLIED CONTRACTORS, INC.					
	Price	Qualification	Financial	References	TOTAL
Hornbuckle	30	20	12	3	65
Dillworth	35	35	15	5	90
Kuhl	30	40	12	5	87
Archacki	20	38	15	5	78
Manners	35	40	15	5	95
Total =====>					415
Average =====>					83

BEJAR CONSTRUCTION, INC.					
	Price	Qualification	Financial	References	TOTAL
Hornbuckle	40	40	5	5	90
Dillworth	40	40	10	5	95
Kuhl	40	35	7	5	87
Archacki	40	38	15	5	98
Manners	40	38	15	5	98
Total =====>					468
Average =====>					94

CARIVON CONSTRUCTION CO.					
	Price	Qualification	Financial	References	TOTAL
Hornbuckle	20	30	15	4	69
Dillworth	33	35	15	5	88
Kuhl	30	35	15	4	84
Archacki	30	38	15	5	88
Manners	30	38	15	5	88
Total =====>					417
Average =====>					83

E.L.C.I. CONSTRUCTION GROUP, INC.					
	Price	Qualification	Financial	References	TOTAL
Hornbuckle	10	10	8	4	32
Dillworth	30	35	15	5	85
Kuhl	25	30	12	4	71
Archacki	30	38	15	5	88
Manners	25	35	15	5	80
Total =====>					356
Average =====>					71

**Village of Biscayne Park
Invitation to Bid 2014-04 - Public Safety & Administration Annex Construction
Review Committee Ranking**

ABC CONSTRUCTION, INC.				
Price	Qualification	Financial	References	TOTAL
<i>NOT RANKED</i>				

FOSTER CONSTRUCTION OF SOUTH FLORIDA, INC.				
Price	Qualification	Financial	References	TOTAL
<i>NOT RANKED</i>				

ORIGINAL
PROJECT MANUAL

FOR
New Construction

VILLAGE HALL ANNEX

Project No. 05004- 02

OWNER

VILLAGE OF BISCAYNE PARK

100 % CONSTRUCTION DOCUMENT SUBMITTAL

October 15, 2014

THE RUSSELL PARTNERSHIP, INC.

Architecture - Planning - Interior Design

BRILL, RODRIGUEZ, SALAS – STRUCTURAL ENGINEERS
JMM CONSULTING ENGINEERS LLC – MEP CONSULTANTS
CAMPANILE & ASSOCIATES, INC.

INTRODUCTORY INFORMATION



New Construction:

VILLAGE HALL ANNEX

At

Village of Biscayne Park

PROJECT MANUAL

TABLE OF CONTENTS

Project Manual Cover

INTRODUCTORY INFORMATION

00001 Table of Contents
00002 Project Directory

CONTRACT REQUIREMENTS

00100 Bidding and Contract Requirements
 Invitation to Bid Cover
 Invitation to Bid
 Instructions to Bidders
 General Conditions
 Bid Form
 Bid Bond
 Qualification Statement
 Contract
 Notice of Award
 Notice to Proceed
 Form of Payment Bond
 Form of Performance Bond
 References
 Subcontractor Listing
 Foreign Corp
 Certified Resolution
 Non-Collusive Affidavit
00300 Information Available to Bidders

DIVISION 1 - GENERAL REQUIREMENTS

01030 Alternates
01050 Field Engineering
01080 Identification Systems
01110 Summary of Work
01250 Contract Modification Procedure
01290 Payment Procedures

01310	Project Management and Coordination
01320	Construction Progress Documentation
01330	Submittal Procedures
01350	Special Procedures
01410	Regulatory Requirements
01420	References
01430	Quality Assurance
01450	Quality Control
01510	Temporary Utilities
01520	Construction Facilities
01540	Construction Aids
01550	Vehicular Access and Parking
01560	Temporary Barriers and Enclosures
01570	Temporary Controls
01580	Project Identification
01610	Basic Product Requirements
01620	Product Options
01630	Product Substitution Procedures
01663	Product Delivery, Storage and Handling Requirements
01730	Execution
01740	Cleaning
01750	Starting and Adjusting
01760	Protection of Installed Construction
01770	Closeout Procedures
01780	Closeout Submittals
01820	Demonstration and Training

DIVISION 2 – SITE CONSTRUCTION

02110	Site Clearing
02200	Earthwork
02210	Site Grading
02221	Trenching, Backfilling and Compacting for Utility Systems
02360	Soil Treatment
02513	Asphalt Concrete Paving
02526	Concrete Pavement, Curb and Walkways
02574	Pavement Removal and Replacement
02764	Tactile Warning Surfacing
02780	Unit Pavers
02822	Sodding

DIVISION 3 - CONCRETE

03300	Cast-in-Place Concrete, Reinforcing and Formwork
-------	--

DIVISION 4 - MASONRY

04100	Mortar
04150	Joint Reinforcement
04220	Concrete Unit Masonry

DIVISION 5 - METALS

Not Used

DIVISION 6 – WOOD AND PLASTICS

06100	Carpentry
06190	Prefabricated Wood Trusses
06300	Wood Treatment
06402	Interior Architectural Woodwork

DIVISION 7 - THERMAL & MOISTURE PROTECTION

07190	Vapor Barrier
07210	Building Insulation
07324	Concrete Tile Roofing
07600	Flashing and Sheet Metal
07710	Polymer Coated Exterior Foam Architectural Moldings
07840	Firestopping
07920	Joint Sealants

DIVISION 8 - DOORS AND WINDOWS

08100	Steel Doors and Frames
08210	Flush Wood Doors
08410	Aluminum Entrances
08522	Aluminum Horizontal Rolling Windows
08524	Aluminum Single Hung Windows
08526	Exterior Aluminum Fixed Windows
08528	Interior Aluminum Fixed Windows
08710	Finish Hardware
08800	Glass and Glazing

DIVISION 9 - FINISHES

09220	Portland Cement Plaster (Stucco)
09250	Gypsum Board Systems
09310	Ceramic Tile
09650	Resilient Flooring
09680	Carpet
09900	Painting

DIVISION 10 - SPECIALTIES

10100	Visual Display Boards
10400	Identifying Devices
10520	Fire Protection Specialties
10810	Toilet Accessories

DIVISION 11 - EQUIPMENT

11450 Residential Appliances

DIVISION 12 - FURNISHINGS

Not Used

DIVISION 13 – SPECIAL CONSTRUCTION

Not Used

DIVISION 14 - CONVEYING SYSTEMS

Not Used

DIVISION 15 - MECHANICAL

15050 Basic Materials and Methods
15055 Motors
15060 Hangers and Supports
15070 Mechanical Sound and Vibration Control
15075 Mechanical Identification
15083 Duct Insulation
15089 Piping Insulation
15100 Valves
15105 Plumbing Piping
15184 Refrigerant (DX) Piping and Specialties
15410 Plumbing Fixtures
15430 Plumbing Specialties
15480 Domestic Water Heaters
15720 Air Handling Unit
15810 Ducts
15830 Fans
15850 Air Outlets and Inlets
15991 Testing and Balancing

DIVISION 16 - ELECTRICAL

16010 General Provisions
16020 Completion of Work
16050 Basic Materials and Methods
16053 Provisions for Interior Finishes
16060 Grounding
16070 Equipment Bases, Mats and Supports
16072 Electrical Supporting Devices
16080 Electrical Inspection and Testing
16085 Cables, Splices and Terminations Testing
16088 Acceptance Tests and Performance Verification

16120	Wire and Cables
16129	Terminal Lugs
16130	Raceways & Boxes
16132	Conduit, Fittings and Supports
16137	Pull and Junction Boxes
16138	Outlet Boxes
16140	Wiring Devices
16220	Motor Starters
16225	Motors and Motor Controls
16410	Circuit Breakers
16413	Safety Switches
16415	Transient Voltage Surge Suppressors
16440	Panelboards
16490	Fuses
16510	Interior Luminaires
16520	Exterior Luminaires
16530	Emergency Lighting System
16726	Telephone Raceway System

END OF SECTION

DOCUMENT 00002
PROJECT DIRECTORY

Project: Village Hall Annex
TRP Project No. 5004-02
NE 114 Street and Griffing Boulevard
Village of Biscayne Park, Florida

Project Consultant: The Russell Partnership, Inc.
P.O. Box 562377
Miami, Florida 33256
(305) 978-2715

Owner: Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161
(305) 899-8000
(305) 891-7241 Fax

Structural Engineer: Brill, Rodriguez, Salas
9360 S.W. 72nd Street, Suite 262
Miami, Florida 33173
(305) 273-4204
(305) 273-6575 Fax

MEP Engineer: JMM Consulting Engineers
10251 Sunset Drive, Suite 103
Miami, Fl. 33173
(305) 255-1621

Civil Engineer Campanile & Associates, Inc.
6420 Mahi Drive
Coral Gables, Florida 33158
(305) 971-1988



The Village of Biscayne Park

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

DATE: October 24, 2014

BID NUMBER: 2014-04

INVITATION TO BID

ALL INTERESTED PARTIES:

The Village of Biscayne Park, Florida, hereinafter referred to as the VILLAGE, will receive sealed Bids at the office of the Village Clerk, Village Hall, 640 NE 114th Street, Biscayne Park, Florida 33161, for:

PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION

Sealed Bids must be received and time stamped at the Village Clerk's Office, either by mail or hand delivery, no later than 2:00 p.m. local time on Monday, November 24, 2014. A public opening will take place at or before 2:30 p.m. at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park, FL 33161, on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders may inspect the applicable Bid requirements, drawings, specifications, and other contract documents at the office of the Village Clerk. Job site visits may be arranged by contacting Maria Camara, Village Clerk, at villageclerk@biscayneparkfl.gov.

Bid documents may be obtained from Village Clerk's Office for a non-refundable fee per set payable in cash or check payable to the Village of Biscayne Park.

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.

Maria C. Camara
Village Clerk

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: PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION

BID NO: 2014-04

SEALED BIDS ARE DUE NO LATER THAN 2:00 P.M. (EST) on Monday, November 24, 2014.

BIDS WILL BE OPENED 2:00 P.M. (EST) on Monday, November 24, 2014, and may not be withdrawn during the 90 calendar days following such date and time.

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

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

BEAR CONSTRUCTION INC
CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: PRESIDENT

TYPED/PRINTED NAME OF AUTHORIZED AGENT: RENEY BEAR

ADDRESS: 6326 S.W. 191 AVE

PHONE NO: (304) 481-1781
FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: 65-0560667

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

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 (PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION) 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 informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.
- 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

INSTRUCTIONS TO BIDDERS

These instructions to bidders shall be an exhibit to the Construction Services Agreement.

1. PRE-BID CONFERENCE

- a. A **mandatory** Pre-Bid Conference will be held on Monday, November 3, 2014 at 2:00 p.m. at the west side of Village Hall, 640 NE 114th Street, Biscayne Park, FL 33161. The purpose of the mandatory Pre-Bid Conference is to discuss the contents of this Invitation to Bid and Bidder's inquiries.

2. QUALIFICATIONS OF BIDDERS

- a. Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid may constitute grounds for rejection of the Bid.
- b. The VILLAGE reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of Agreement.
- c. VILLAGE reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify VILLAGE immediately of notice of any citation or violation that Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

VILLAGE reserves the right to consider a Bidder's history of complains, judgments, and liens in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination.

Bidders shall submit examples of similar work including scope, budget, and timeframe to completion.

Bidders shall submit resumes of all principal team members.

Bidders shall submit a list of all subcontractors to be used.

3. SPECIFICATIONS

- a. Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, as to the standards of the work, shall not relieve the CONTRACTOR of the obligation to furnish a satisfactory first class job in strict conformity with the best practice found in structures or in the work of a similar type. The failure of the Bidder to direct the attention of the VILLAGE's Office of the Village Clerk to errors or discrepancies will not relieve the Bidder, should Bidder be awarded the Contract, of the responsibility of performing the work to the satisfaction of the VILLAGE.

4. BID FORM

- a. The Bid Form, together with the Invitation to Bid, the Instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the VILLAGE of Biscayne Park, an authorized officer of the VILLAGE shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to the execution of this Bid Form, and any Purchase Order issued by the VILLAGE after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.

5. AWARD OF CONTRACT

- a. If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the 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.
- b. Criteria utilized by VILLAGE for determining the most responsible and responsive Bidder includes, but is not limited to the following:
 - (1) Ability of Bidder to meet published specifications.
 - (2) 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. Payment history with sub-contractors under previous contracts.

- (3) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
 - (4) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
 - (5) Previous and existing compliance by Bidder with laws, ordinances and similar projects.
 - (6) Price.
- c. The CONTRACTOR must execute the required contracts prior to award by the VILLAGE Commission. After VILLAGE Commission award the CONTRACTOR will be issued a Notice of Award. Within fifteen (15) days thereafter, the CONTRACTOR must deliver the required bonds and certificate of insurance to OWNER. Within ten (10) days thereafter, OWNER shall deliver one (1) fully executed contract to CONTRACTOR along with a Notice to Proceed. The fully executed contract will be accompanied by a complete set of drawings.
- d. If applicable, the Bidder to whom award is being recommended shall execute a written contract prior to contract award. If the Bidder fails to enter into a Contract as herein provided, the recommended award will be let to the next Bidder who is responsible and responsive in the opinion of the VILLAGE. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

6. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

7. CONTRACT TIME

- a. The work to be performed under the Contract shall be commenced by December 15th, 2014, and after all applicable permits are obtained by Contractor.
- b. The number of days, which the work is to be completed or goods are to be provided, is one hundred ninety-five (195) consecutive calendar days from the date of the commencement of the Contract time as established in the Notice to Proceed, and no later than June 30, 2015.
- c. By virtue of the submission of his Bid, Bidder agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract and the time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

8. LIQUIDATED DAMAGES FOR BREACH OF CONTRACT

See Construction Services Agreement General Conditions, Paragraph 11.4 for details.

9. SAFETY

- a. Provide a construction fence for lots 19 and 20.
- b. The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- c. The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
 - (1) All employees on the work site and all other persons who may be affected thereby.
 - (2) The work and all materials and equipment incorporated therein.
 - (3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures, irrigation systems and utilities not designated for removal, relocation or replacement in the course of the work.

10. WARRANTIES

- a. Warranty of Title: The Successful Bidder warrants to the VILLAGE that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.
- b. Warranty of Specifications: The Successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- c. Warranty of Fitness for a Particular Purpose: The Successful Bidder warrants the goods shall be fit for and sufficient for the purpose(s) intended. The purpose(s) for which the goods covered by the Contract is intended is for construction of the PUBLIC SAFETY AND ADMINISTRATION ANNEX.

The Successful Bidder understands and agrees that the VILLAGE is purchasing the goods in reliance upon the skill of the Successful Bidder in furnishing the goods suitable for the above-stated purpose. If the goods cannot be used in the manner stated in this Paragraph, then the VILLAGE, at its sole discretion, may return the goods to the Successful Bidder for a full refund or any and all moneys paid for the goods.

- d. Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- e. Warranty of Performance: The Successful Bidder warrants that the goods shall meet the following performance requirements:
 - (1) If properly operated, the goods are warranted to be capable of doing the same or better quality work than other goods of equal value operated under the same conditions.
- f. Warranty of Material and Workmanship: The Successful Bidder warrants all material and workmanship for a minimum of one year from date of project completion and acceptance by the VILLAGE. If within one year after acceptance by the VILLAGE, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the Contract Documents, the Successful Bidder shall after receipt of a written notice

from the VILLAGE to do so, promptly correct the work unless the VILLAGE has previously given the Successful Bidder a written acceptance of such condition.

- g. The Successful Bidder warrants to the VILLAGE that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- h. The Successful Bidder warrants to the VILLAGE that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- i. The Successful Bidder warrants to the VILLAGE that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.
- j. The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.
- k. All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the VILLAGE and the successors and assigns of the VILLAGE.

11. RISK OF LOSS

- a. The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the completion of the project to construct the PUBLIC SAFETY AND ADMINISTRATION ANNEX, and inspection and acceptance of the project by VILLAGE.

12. PERMITS, FEES AND NOTICES

- a. The Successful Bidder shall secure and be responsible to pay for any and all permits and licenses that may be required for the proper execution and completion of the work. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Office of the Village Manager without delay.
- b. The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the

performance of the work. The VILLAGE shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

- c. The Successful bidder shall secure, complete and file with the Clerk of Courts of Miami-Dade County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the Biscayne Park Building Division, and be displayed on the job site prior to the first inspection.

13. CLEANING UP

- a. The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the VILLAGE.

14. DELAYS AND EXTENSIONS OF TIME

- a. The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than three (3) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.
- b. No claim for damages or any claim other than an extension of time shall be made or asserted against the VILLAGE by reason of any delays.

15. DEFAULT

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

16. TERMINATION FOR CONVENIENCE OF VILLAGE

See Construction Services Agreement General Conditions, Paragraph 13.13 for details.

17. ASSIGNMENT

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

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

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

19. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT INFORMATION:

- a. A copy of Executive Order no. 11246, "Notice of Requirement for Affirmative Action to Insure Equal Employment Opportunity" is on file in the VILLAGE's Office of the Village Clerk, 640 NE 114th Street, Biscayne Park, Florida 33161. All bidders must consider those requirements prior to submitting a bid. Those requirements shall be incorporated into and made a part of the Contract.

20. BID SECURITY

- a. Each Bid must be accompanied by a certified or cashiers check or by a Bid Bond made payable to the Village of Biscayne Park on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to the VILLAGE and authorized to write such Bid Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Bid.
- b. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required payment and performance bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract or furnish the required Bonds within fifteen (15) calendar days of the Notice of Award, VILLAGE may annul the Notice of Award and the entire sum of the Bid Security shall be forfeited. The Bid Security of the three (3) lowest bidders will be returned within seven (7) calendar days after the VILLAGE and the Successful Bidder have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Bid opening, upon the demand of any Bidder at anytime thereafter, provided that he has not been notified of the acceptance of his Bid. Bid Security of all

other Bidders will be returned within seven (7) calendar days after the Bid opening. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.

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

21. PAYMENT AND PERFORMANCE BONDS

- a. Within Fifteen (15) calendar days after the Contract Award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish to VILLAGE a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide VILLAGE with evidence satisfactory to VILLAGE, 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

- b. Two (2) separate bonds are required and both must be approved by the VILLAGE. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder with labor, materials and supplies used directly or indirectly by the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the VILLAGE to

the extent of any and all payments in connection with the carrying out of said contract which the VILLAGE may be required to make under the law.

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

22. INDEMNIFICATION

- a. GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for the work of the Contract shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, save and hold harmless the OWNER, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, or consequential, including, but not limited to, fees and charges of engineer, architects, attorney's, consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of 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, omission or default 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.
- b. PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR agrees to indemnify, save and hold harmless the 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.

- c. 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 ____ 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.
- d. 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 the OWNER when applicable.
- e. 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 shall be the responsibility of the CONTRACTOR under the indemnification agreement. Such indemnification shall not be limited to the amount of comprehensive general liability insurance that 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 that would otherwise exist as to any party described in this Paragraph ____ and its subparts.

23. INSURANCE

- a. 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.
- b. **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE VILLAGE OF BISCAYNE PARK IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable to the 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.

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

- (1) Professional Liability Insurance in an amount not less than \$1,000,000.00.
- (2) 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.
- (3) 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

- (4) 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

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.

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

Financial Stability B+ - A+

- e. 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 \$1,000,000.00 for each category), and the Successful Bidder shall provide verification thereof to VILLAGE upon request of VILLAGE.
- f. 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.
- g. 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.
- h. 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.
- i. The Successful Bidder shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- j. 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.
- k. Violation of the terms of this paragraph and its subparts 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.
- l. 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.

24. CONTRACT TERM

- a. The initial term of this contract shall be until all work is completed to the satisfaction of the OWNER.

25. CONTRACT ADJUSTMENTS

- a. The cost(s) shall remain firm for the length of the contract. Costs for any extension term shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 5% or, whichever is greater, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the VILLAGE at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the VILLAGE shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

26. ADDENDUM

An addendum, if needed, will be issued prior to the opening of bids. The intent of these addenda is to clarify, correct or change the scope of work and/or bidding documents.

It is the responsibility of the bidder to view the website to determine if any addenda have been issued, or to contact the Office of the Village Clerk to determine if any addenda has been issued. In some cases, where the addendum has a direct effect on the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered as non-responsive.

**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

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 sites 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.

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 of 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

(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

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.

BID FORM FOR BID NO. 2014-04
PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with VILLAGE to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder 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.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION

6. Bidder will complete the work for the following price(s): \$ 701,733.00 (Base Bid)
Add Alternate No. 1: \$ 700.00 Add Alternate No. 2: \$ 126,245.00
7. Bidder agrees that the work will be completed and ready for final payment within one hundred ninety-five (195) calendar days from the date of Contract Commencement as specified in the Notice to Proceed, and no later than June 30, 2015.
8. 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

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

Addendum No. <u>ONE</u>	Date <u>11-1-14</u>
Addendum No. <u>TWO</u>	Date _____
Addendum No. <u>THREE</u>	Date _____

10. 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.

11. The VILLAGE reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the VILLAGE deems in its best interests.

12. 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

13. 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 _____ day of _____, 20__.

By: _____
Signature of Individual/Title

Witness

Printed Name of Individual

ACKNOWLEDGEMENT

State of _____
County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 14th day of November 20 14.

[Signature]
Witness

[Signature]
Signature of Owner

BEJAR CONSTRUCTION INC
Printed Name of Corporation,
Partnership, Firm

Benny Bejar
Printed Name of Owner

Witness

6326 S.W. 191 AVE
Business Address

PEMBROKE PINES, FL. 33332
City/State/Zip

(754) 431-5981
Business Phone Number

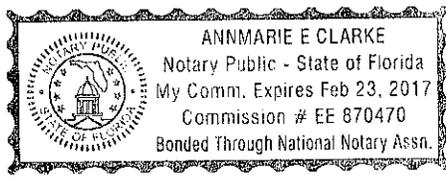
ACKNOWLEDGEMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 14th day of November, 2014.
by Benny Bejar (Name), President (Title) of Bejar Construction (Name of Company) who is personally known to me or who has produced FLDL as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC



Annmarie E Clarke
(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: BETA CONSTRUCTION INC

- Corporation
- Partnership
- Individual
- Other

NAME RENNY BETA

ADDRESS: 6326 S.W. 191 AVE
PEMBROKE PINES, FL. 33332

TELEPHONE NO. 954. 431. 1781

FAX NO. 954. 431. 4627

E-MAIL ADDRESS: BETA CONSTRUCTION @MID.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: BETA CONSTRUCTION INC

The address of the principal place of business is: 6326 S.W. 191 AVE
PEMBROKE PINES, FL. 33332

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

- a. Date of Incorporation: APRIL 14, 1996
- b. State of Incorporation: FLORIDA
- c. President's name: RENNY BETA
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____

g. Name and address of Resident Agent:

BENNY BEVIL
6326 S.W. 191 AVE
PEMBROKE PINES, FL 33332

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

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

N/A

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:

N/A

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

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

15

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

HOWE

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.

CEC0V9731

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

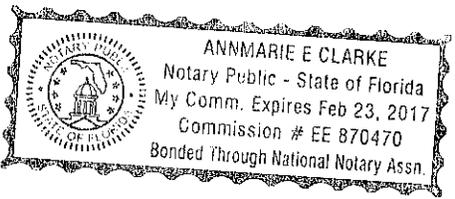
THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE 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 [Handwritten Signature]

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 14th day of November 20 14 by Benay Bejar of Bejar Construction who is personally known to me or who has produced [ID] as identification and who did (did not) take an oath.

WITNESS my hand and official seal.
[Handwritten Signature]
NOTARY PUBLIC



Annmarie E Clarke
(Name of Notary Public: Print, Stamp, or type as Commissioned)

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")

&

(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, the Special 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.

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

[REDACTED]

(Type of identification produced)

NOTICE OF AWARD

Dated _____, 20__

TO:

(Bidder - Use Full Name)

(Street Address)

(Town, State, Zip Code)

BID NAME:

**PUBLIC SAFETY AND ADMINISTRATION ANNEX
CONSTRUCTION**

BID NUMBER:

2014-04

DESCRIPTION OF WORK:

You are notified that your Bid dated _____, 20__ for the above work has been awarded by the Village of Biscayne Park Commission on _____.

The Contract price is _____ Dollars (\$_____).

1. Submit two (2) copies of the Performance and Payment Bonds within fifteen (15) calendar days to this office. Instructions to the Surety and the Principal for execution of the Bonds are as follows:

Where the Contractor is a Corporation, the Agreement and any Bonds must be executed by the President or the Chairman of the Board of the Corporation. The Agreement, or Bond, is accompanied by a statement certified by a Secretary of the Corporation. The signatures of the persons executing the Bond on behalf of the Principal and of the surety, respectively, shall each be dated on the signature line. If the Bond is executed by an Attorney-in-Fact for the Surety, the accompanying Power of Attorney must be executed by persons whose authority to do so is plainly identified on the face of the Power of Attorney.

Neither signatures nor the Corporate Seal may appear by facsimile unless the authority for them to appear in that form is plainly disclosed on the face of the document. The Secretary, or other properly authorized Officer, must certify and seal a statement declaring that the authority granted by the Power of Attorney remained in force on the date that the Bond was executed by the Attorney-in-Fact.

2. Include two (2) copies of you current Certificate of Insurance. The Certificate must name the OWNER (Replace of Coral Springs) as an additional insured and the standard cancellation clause must read as follows:

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

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

Within fifteen (15) days after you comply with the above conditions, the Replace will return to you one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact the VILLAGE at (305) 899-8000.

Heidi Shafran, Village Manager

NOTICE TO PROCEED

Dated _____, 20__

TO: _____
(Bidder)

PROJECT NO: **2014-04**

PROJECT: **PUBLIC SAFETY AND ADMINISTRATION ANNEX CONSTRUCTION**

OWNER'S CONTRACT NO: _____

CONTRACT FOR: _____

You are notified that the Contract time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing the work and your other obligations under the Contract Documents. The date of Substantial Completion is set forth in the Contract; it is _____, 20__. The date of Final Completion is thirty (30) calendar days after Substantial Completion.

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

(Owner)

By: _____
(Authorized Signature)

(Title)

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

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

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

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

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

WITNESS:

Secretary

(CORPORATE SEAL)

(Name of Corporation)

By: _____
(Signature and Title)

(Type Name & Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____
(Agent and Attorney-in-Fact)

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: () _____

BID BOND

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal and as Surety are held and firmly bound unto the Village of Biscayne Park, a municipal corporation of the State of Florida in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20_ for:

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 _____ day of _____, 20___, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(SEAL)

(Individual or Partnership Principal)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Principal)*

By: _____

(Title)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

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

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, CONTRACTOR has by written agreement entered into a Contract, Bid/Contract No. _____, awarded the _____ day of _____, 201____ with OWNER for _____ in accordance with drawings (plans) and specifications prepared by _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

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

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

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon

determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

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

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

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

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

WITNESS:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Printed name

Address: _____
(Street)

(City/State/Zip Code)

Telephone No. _____

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

(Type of identification produced)

Bonded by: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(CORPORATE SEAL)

(Name of Corporation)

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): BEVAT CONSTRUCTION INC
Address: 6326 S.W. 191 AVE, PEMBROKE PINES FL 33332
Telephone No: (754) 431-5781 Fax No.: (754) 431-4627
Contact person: BEVAT BEVAT Title: PRESIDENT
Number of years in business: 17 Years
E-mail Address: BEVATCONSTRUCTION@MISW.COM
Address of nearest facility: _____

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

1. Company Name: CITY OF PEMBROKE PINES
Address: _____
Telephone No: () 954-214-8530
Contact Person: STEVEN BUCKLAND Title: PROJECT MANAGER
Date Products Sold: 12-31-13

2. Company Name: CITY OF OAKLAND PARK
Address: 5399 W. DIXIE HIGHWAY
Telephone No: () 954-276-5457
Contact Person: MRS. VONN REPEZ Title: PROJECT MANAGER
Date Products Sold: 12-15-13

3. Company Name: CITY OF COPAL HAVES
Address: 2800 S.W. 72 AVE
Telephone No: () 305-460-5031
Contact Person: MRS. LIS FEINER Title: PROJECT MANAGER
Date Products Sold: 10-30-14

* SEE ATTACHMENT FOR ADDITIONAL ~~REFERENCES~~
REFERENCES

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. ELECTRICAL
(Portion of Work)
FEL ELECTRICAL 7006 W. 20TH AVE 786-267-0684
(Name of Subcontractor) (Address) (Phone No.)

FEL ELECTRICAL 7006 W. 20TH AVE 786-267-0684
(Name of Subcontractor) (Address) (Phone No.)

2. KARINE MECHANICAL SERVICE, LLC
(Portion of Work)
H.V.A.C 1327^W S.W. 136ST, BAY 22
(Name of Subcontractor) (Address) (Phone No.)
MIDWAY, FL. 33186 305-235-4006
(Name of Subcontractor) (Address) (Phone No.)

3. ROOFING
(Portion of Work)
CODA ROOFING 4678 EAST 10TH LN
(Name of Subcontractor) (Address) (Phone No.)
HIALEAH, FL. 33013 305-681-1060
(Name of Subcontractor) (Address) (Phone No.)

4. FLOORING
(Portion of Work)
FRANKS FLOORING, INC 127^W H.W. 36 AVE
(Name of Subcontractor) (Address) (Phone No.)
305-638-0014
(Name of Subcontractor) (Address) (Phone No.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

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

607.1501 Authority of foreign corporation to transact business required.

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

- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
 - ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.

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

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

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

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self-Employed

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

BETA-7 CONSTRUCTION INC
BIDDER'S CORRECT LEGAL NAME

[Signature]
SIGNATURE OF AUTHORIZED AGENT OF BIDDER

CERTIFIED RESOLUTION

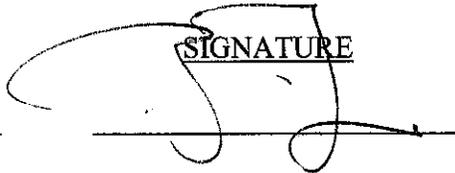
I, BELLY BEJAN (Name), the duly elected Secretary of BEJAN CONSTRUCTION INC (Corporate Title), a corporation organized and existing under the laws of the State of FLORIDA, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said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

"IT IS HEREBY RESOLVED THAT BELLY BEJAN (Name)" The duly elected PRESIDENT (Title of Officer) of BEJAN CONST. INC (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.

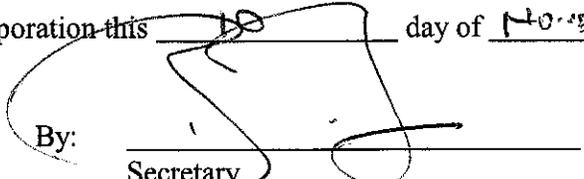
I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

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>BELLY BEJAN</u>	<u>PRESIDENT</u>	
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 10 day of NOVEMBER, 2004

(SEAL)

By: 
Secretary
PRESIDENT
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.

NON-COLLUSIVE AFFIDAVIT

State of Florida)

)ss.

County of Broward)

Benny Betan being first duly sworn, deposes and says that:

- (1) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of BETAN CONSTRUCTION INC, 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]

By: [Signature]
_____ BENNY BEJAR
(Printed Name)
_____ PRESIDENT
(Title)

ACKNOWLEDGEMENT

State of Florida
County of Blount

The foregoing instrument was acknowledged before me this 14th day of November 2014, by Benny Bejar, who is personally known to me or who has produced FIDC as identification and who did (did not) take an oath.

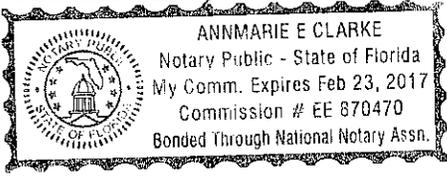
WITNESS my hand and official seal

[Signature]

NOTARY PUBLIC

Annmarie E Clarke

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



SECTION 00300

INFORMATION AVAILABLE TO BIDDERS

PART 1 GENERAL

1.01 GEOTECHNICAL REPORT

- A. The attached subsurface data is included for information only. The Contractor shall interpret the information for its own use in evaluation of the effect of subsurface conditions on construction operations.
- B. The accuracy and correctness of the information contained within this Section is exclusively that of the engineering testing company.

The above information follows on the following pages:

1.02 PROPERTY SURVEY

- A. The property survey is included as a part of the drawings and is included for information only. The Contractor shall interpret the information for its own use in the construction operations.
- B. The accuracy and correctness of the information contained on the survey is exclusively the responsibility of the Surveyor.

END OF DOCUMENT



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. 2014-04
PUBLIC SAFETY AND ADMINISTRATIO ANNEX
CONSTRUCTION**

The date of the mandatory Pre-Bid Conference has been rescheduled to Monday, November 10, 2014 at 2:00pm. The location remains the same at the west side of Village Hall, 640 NE 114th Street, Biscayne Park, FL 33161.

Thank you.

Maria C. Camara
Village Clerk



The Village of Biscayne Park

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

Addendum No. 2

INVITATION TO BID NO. 2014-04 PUBLIC SAFETY AND ADMINISTRATIO ANNEX CONSTRUCTION

1. Attachment no. 1 to this addendum is the updated **Civil Drawing**. The existing civil drawing should be voided and this sheet is to supersede that sheet.
2. Attachment no. 2 to this addendum is the updated **Geotechnical Report**. It replaces in its entirety the previous Geotechnical Report. Please note that under Site Preparation the report notes the following "The stripped surface should then be undercut to suitable soil, found approximately three to four feet below grade. Deleterious materials should be stockpiled for removal offsite or for use in landscaping areas."

Thank you.

Maria C. Camara
Village Clerk

Addendum No. 2

**INVITATION TO BID NO. 2014-04
PUBLIC SAFETY AND ADMINISTRATIO ANNEX
CONSTRUCTION**

**ATTACHMENT NO. 1
CIVIL DRAWING**

Addendum No. 2

**INVITATION TO BID NO. 2014-04
PUBLIC SAFETY AND ADMINISTRATIO ANNEX
CONSTRUCTION**

**ATTACHMENT NO. 2
GEOTECHNICAL REPORT**

**REPORT OF
GEOTECHNICAL EXPLORATION**

**PROPOSED VILLAGE HALL
640 NE 114TH STREET
BISCAYNE PARK, FLORIDA 33161**

FOR

**VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FLORIDA 33161**

PREPARED BY

**NUTTING ENGINEERS OF FLORIDA, INC.
2051 NW 112TH AVE, SUITE 126
MIAMI, FLORIDA 33172**

PROJECT NO. : 1831.1

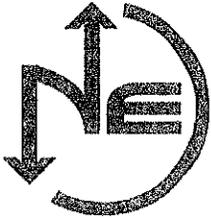
OCTOBER 2014



*Geotechnical & Construction Materials
Engineering, Testing & Inspection
Environmental Services*

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com



Nutting Engineers

of Florida Inc. | Established 1967
Your Project is Our Commitment

2051 N.W. 112th Avenue, Suite 126
Miami, Florida 33172
305-557-3083
Toll Free: 877-NUTTING (688-8464)
Fax: 305-824-8827
Broward 954-941-8700
Palm Beach 561-736-4900
St. Lucie 772-408-1050
www.nuttingengineers.com

Geotechnical and Construction Materials | Engineering, Testing and Inspections | Environmental Services

October 8, 2014 (Revised October 30, 2014)

Mr. Krishan Manners
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161
Phone: (305) 899-8000
Fax: (305) 891-7241
Email: kmanners@biscayneparkfl.gov

Re: Report of Geotechnical Exploration
Proposed Village Hall
640 NE 114th Street
Biscayne Park, Florida 33161

Dear Mr. Manners:

Nutting Engineers of Florida, Inc. has performed a geotechnical exploration for the proposed construction in Biscayne Park, Florida. The purpose of this exploration was to obtain information concerning the site and subsurface conditions at specific locations in order to evaluate the existing soils with respect to support of the planned development. This report presents our findings and recommendations based upon the information examined at the time of this evaluation.

PROJECT INFORMATION

Per our conversation on September 30, 2014 and review of the site plan provided by your office, we understand that plans for this project call for the construction of an approximately 3,000 square foot village hall at the referenced site. Currently the site is a gravel parking area.

NE should be notified in writing by the client of any changes in the proposed construction, i.e. change in the number of stories, along with a request to amend our foundation analysis and/or recommendations within this report as appropriate.

GENERAL SUBSURFACE CONDITIONS

Subsurface Soil Exploration

In order to explore the subsurface conditions at the site, four (4) Standard Penetration Test (SPT) borings (ASTM D-1586) were performed to depths of twenty feet. Additionally, one exfiltration test was performed to a depth of fifteen feet below the existing ground surface in accordance

OFFICES
Palm Beach
Miami-Dade
St. Lucie

with South Florida Water Management District specifications. The locations of the tests are indicated on the attached Test Boring Location Plan. The individual test boring reports are presented in the Appendix of this report. The test locations were established in the field using approximate methods; namely, a measuring tape and available surface controls.

Test Boring Results

In general, the test borings revealed medium dense quartz fine sand and limestone fragments to depths of approximately two and a half to three feet, followed by medium dense silty sand and peat to depths of approximately three and a half to four and half feet. Below this depth, the test borings revealed loose to medium dense, quartz fine sand to depths of six to eight feet, followed by soft to medium hard limestone to eighteen feet. Loose to medium dense quartz fine sand was then observed to twenty feet, the maximum depth explored.

A detailed description of the soil/rock interlayering is given on the test boring logs in the Appendix.

Note: Substantially different subsurface conditions may exist at alternate locations. Buried debris may or may not be identified or adequately delineated by soil borings. Such conditions may be revealed during site development activities (e.g. proof rolling, utility and foundation excavation activities) or other related activities. Should additional assurance be desired by the client, further subsurface investigation could be performed.

Test Pit Excavation Results

Test pits were excavated down to the water table at seven locations within the proposed construction area. The test pits revealed approximately two to two and a half feet of sand and limestone fragments (fill) underlain by a layer of silty sand and peat to approximately two and a half to three and a half feet, whereupon quartz fine sand or limestone was encountered to four feet, the maximum depth explored.

Laboratory Testing and Analysis

Representative soil samples were collected during the fieldwork and returned to the laboratory for testing. Specifically, natural water content tests and organic content tests were performed on the sample collected. The natural water content was found to be approximately 264 percent and the organic content test yielded a percentage of organic material of approximately 61 percent.

Groundwater Table Observation

The groundwater level was measured at the test boring locations at the time of drilling and it was encountered at approximately four feet below the existing ground surface. Fluctuation in the observed groundwater levels should be expected due to rainfall variations, seasonal climatic changes, construction activity and other site-specific factors.

The immediate depth to groundwater measurements presented in this report may not provide a reliable indication of stabilized or longer term depth to groundwater at this site. Water table elevations can vary dramatically with time through rainfall, droughts, storm events, flood control activities, nearby surface water bodies, tidal activity, pumping and many other factors. For these reasons, this immediate depth to water data should not be relied upon alone for project design considerations.

Further information regarding stabilized groundwater elevations at the site could be developed upon specific request. Additional evaluation might include monitoring of piezometers, survey of the project area for evidence of current groundwater elevation influences such as well fields, obvious construction dewatering, tidal activity, flood control canals and other surface water bodies.

Exfiltration Results

One 'Usual Open-Hole' exfiltration test was performed in accordance with South Florida Water Management District (SFWMD) specifications to a depth of fifteen feet below the existing ground surface. The test was performed in order to determine the hydraulic conductivity of the in situ subsurface soils for evaluation, by others, of the drainage requirements for the project. The hydraulic conductivity values were determined to be approximately 8.11×10^{-5} cubic feet per second, per square foot, per foot of head. Detailed soil descriptions and flow rates are presented in the Appendix.

ANALYSIS AND RECOMMENDATIONS

The borings performed for the proposed structure revealed a soil profile consisting substantially of sand and limestone. However a six inch to one and a half foot layer of silty sand and peat was noted at test boring locations B-1 and B-2 as well as in all of the test pits.

Based on our analysis on the assumed bearing capacity of 3,000 pounds per square foot and the existing soil profile, we estimate settlements of approximately one and a quarter to one and a half inches.

Therefore, we recommend an undercut and intense compaction (i.e. demucking) program be accomplished prior to construction. We are available for discussion with the design team with regard to this recommendation.

Once the site has been prepared in accordance with our site preparation recommendations presented in this report, the proposed structures may be supported on shallow foundation systems using an allowable soil bearing pressure of ***3,000 pounds per square foot.***

We recommend a minimum width of 18 inches for continuous footings and 30 inches for individual footings, even though the soil bearing pressure may not be fully developed in all cases. We recommend that the bottom of footings be at least 12 inches below the lowest adjacent finished grade. The foundations should be constructed in accordance with the local building codes and good standard practice.



It is our opinion that the floor slab system may be constructed as a slab on grade. We recommend that a vapor barrier be placed between the soil and concrete.

Foundation Settlement

Shallow foundations designed, supported, and constructed in accordance with the recommendations of this report are estimated to sustain a settlement of approximately one inch. Differential settlement between adjacent foundations should be approximately one-half of the total settlement. Distortions that occur along the wall footings due to differential settlement should not be more than 1 in 500.

Floor Slab

It is our opinion that the floor slab system may be constructed as a slab on grade. We recommend that the procedures described under the "Site Preparation" section of this report be used to prepare the floor slab subgrades. We recommend that a vapor barrier be placed between the soil and concrete.

Site Preparation

All construction debris, grass, weeds, and root zones should be stripped and removed from the construction area to a lateral distance of at least 5 feet beyond the proposed exterior limits of the structures. The stripped surface should then be undercut to suitable soil, found approximately three to four feet below grade. Deleterious materials should be stockpiled for removal offsite or for use in landscaping areas. Suitable fill encountered above the peat layer may be stockpiled for later back fill.

Once the area has been undercut, NE should observe the surface for quality and competency. When this has been satisfied, fill material shall be placed in lifts not exceeding 12-inches in loose thickness, with each lift compacted to a least 98 percent of maximum density as determined by AASH TO T-180 and ASTM D-1557. Fill material required to attain finished floor grade shall be a suitable, free-draining material, defined as that which meets the requirements of ASTM D-2487 Unified Classifications GW, GP, GP-GM or SW, or as approved by NE, containing no more than 2 percent organic matter and with no debris.

Following site and building pad construction as discussed above, the foundation area should be excavated and the footings formed. A representative of NE shall observe the excavation and compaction operations on a full time basis to verify the engineering intent is accomplished.

If the footing bearing materials become disturbed due to surface water resulting from precipitation and runoff, the unsuitable and disturbed soils should be over-excavated and replaced with structural fill meeting the above compaction requirement.

The bottom of foundation excavations should be compacted after excavation to develop a minimum density requirement of 98 percent of the maximum modified Proctor dry density, for a



minimum depth of one (1) foot below the bottom of the footing depth, as determined by field density compaction tests. The floor slab area should also be compacted in the same manner.

Excavations of five feet or more in depth shall be sloped or shored in accordance with OSHA and State of Florida requirements.

GENERAL INFORMATION

Our client for this geotechnical evaluation was:

Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161

The contents of this report are for the exclusive use of the client, the client's design & construction team and governmental authorities for this specific project exclusively. Information conveyed in this report shall not be used or relied upon by other parties or for other projects without the expressed written consent of NE. This report discusses geotechnical considerations for this site based upon observed conditions and our understanding of proposed construction for foundation support. Environmental issues including (but not limited to), soil and/or groundwater contamination, methane are beyond our scope of service for this project. As such, this report shall not be used or relied upon for evaluation of environmental issues.

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable in-place soils be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils, and to determine if the fill material is acceptable.

If conditions are encountered which are not consistent with the findings presented in this report, or if proposed construction is moved from the location investigated, this office shall be notified in writing immediately so that the condition or change can be evaluated and appropriate action taken.

The vibratory compaction equipment may cause vibrations that could be felt by persons within nearby buildings and could potentially induce structural settlements. Additionally, preexisting settlements may exist within these structures that could be construed to have been caused or worsened by the proposed vibratory compaction after the fact. Pre- and post conditions surveys of these structures along with the vibration monitoring during vibratory compaction could be performed to better evaluate this concern. The contractor should exercise due care during the performance of the vibratory compaction work with due consideration of potential impacts on existing structures. If potential vibrations and impacts are not considered tolerable, then alternate foundation modification techniques should be considered and the Geotechnical Engineer notified in writing immediately.



NE shall bear no liability for the implementation of recommended inspection and testing services as described in this report if implemented by others. NE has no ability to verify the completeness, accuracy or proper technique of such procedures if performed by others. Excavations of five feet or more in depth should be sloped or shored in accordance with OSHA and State of Florida requirements.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein, have been prepared after being prepared in accordance with general accepted professional practice in the field of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.

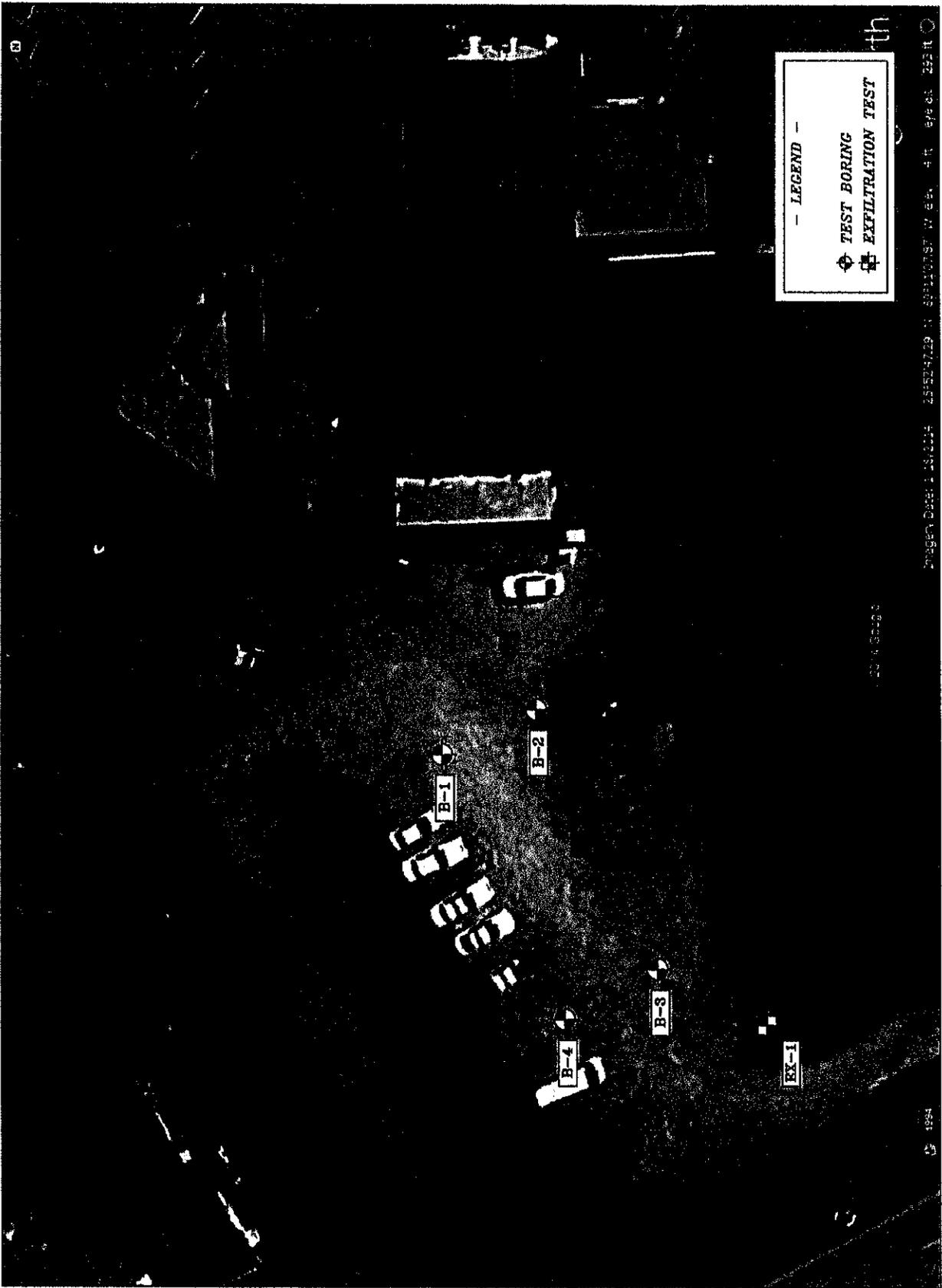
We appreciate the opportunity to provide these services for you and look forward to completing this and other projects with you. If we can be of any further assistance with the design or construction services, or if you need additional information, please feel free to contact us at your convenience.

Sincerely,
NUTTING ENGINEERS OF FLORIDA, INC.


Adrian Ramirez
Engineer Intern

 12/30/14
Paul C. Catledge, P.E. # 68448
Senior Engineer

Attachments: Boring Location Plan
Test Boring Logs
Exfiltration Test Results
Soil Classification Criteria
Limitations of Liability



PROJECT DATA: 13/0214 2552-9729 N. 3310 ST. W. E.A. 4 R. 846.8 223 ft



PROPOSED VILLAGE HALL
 640 NE 114 ST
 BISCAJNE PARK, FLORIDA 33161

APPROXIMATE
 TEST LOCATIONS

NOT TO SCALE

FIGURE 1



1310 Neptune Drive
 Boynton Beach, FL 33426
 Telephone: 561-736-4900
 Fax: 561-737-9975

BORING NUMBER B-1

PAGE 1 OF 1

PROJECT NUMBER 1831.1

CLIENT Village of Biscayne Park

PROJECT NAME Proposed Village Hall

PROJECT LOCATION 640 NE 114th Street, Biscayne Park, FL 33161

DATE STARTED 10/6/14 COMPLETED 10/6/14 SURFACE ELEVATION REFERENCE Same as road crown

DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:

LOGGED BY Centerline Drilling CHECKED BY P. Catledge AT TIME OF DRILLING 4.0 ft ft

APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL — MC — LL 20 40 60 80 <input type="checkbox"/> FINES CONTENT (%) <input type="checkbox"/> 20 40 60 80			
0		Tan quartz fine SAND and LIMESTONE FRAGMENTS	SS 1	18-16-15-15	31				▲
		Brown quartz fine SILTY SAND	SS 2	12-10-8-6	18				▲
5		Tan quartz medium to fine SAND, trace limestone fragments	SS 3	5-7-8-8	15				▲
		Tan LIMESTONE	SS 4	4-5-4-4	9				▲
10			SS 5	3-3-4-4	7				▲
		Tan quartz fine SAND and LIMESTONE	SS 6	6-5-7-8	12				▲
15									
		Tan quartz medium to fine SAND	SS 7	5-5-6-5	11				▲
20		Bottom of hole at 20.0 feet.							

TEST NUTTING BOREHOLE 2-1831.1 VILLAGE OF BISCAYNE PARK - PROPOSED VILLAGE HALL GPJ GINT US.GDT 10/28/14



1310 Neptune Drive
 Boynton Beach, FL 33426
 Telephone: 561-736-4900
 Fax: 561-737-9975

BORING NUMBER B-2

PAGE 1 OF 1

PROJECT NUMBER 1831.1

CLIENT Village of Biscayne Park

PROJECT NAME Proposed Village Hall

PROJECT LOCATION 640 NE 114th Street, Biscayne Park, FL 33161

DATE STARTED 10/6/14 COMPLETED 10/6/14 SURFACE ELEVATION REFERENCE Same as road crown

DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:

LOGGED BY Centerline Drilling CHECKED BY P. Catledge AT TIME OF DRILLING 4.0 ft ft

APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL — MC — LL 20 40 60 80			
						<input type="checkbox"/> FINES CONTENT (%) <input type="checkbox"/> 20 40 60 80			
0		Tan quartz fine SAND and LIMESTONE FRAGMENTS	SS 1	19-19-20-18	39				▲
		Brown quartz fine SILTY SAND	SS 2	10-9-6-5	16		▲		
		<input checked="" type="checkbox"/> Tan quartz medium to fine SAND	SS 3	9-8-8-7	16		▲		
		Tan quartz fine SAND and LIMESTONE	SS 4	3-5-3-5	8		▲		
			SS 5	2-4-4-6	8		▲		
		Tan quartz medium to fine SAND	SS 6	5-8-9-8	17			▲	
			SS 7	1-5-5-5	10			▲	
		Bottom of hole at 20.0 feet.							

TEST NUTTING BOREHOLE 2-1831.1 VILLAGE OF BISCAYNE PARK - PROPOSED VILLAGE HALL GPJ GINT US_GDT 10/26/14

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.



1310 Neptune Drive
 Boynton Beach, FL 33426
 Telephone: 561-736-4900
 Fax: 561-737-9975

BORING NUMBER B-3

PAGE 1 OF 1

PROJECT NUMBER 1831.1
 CLIENT Village of Biscayne Park PROJECT NAME Proposed Village Hall
 PROJECT LOCATION 640 NE 114th Street, Biscayne Park, FL 33161

DATE STARTED 10/6/14 COMPLETED 10/6/14 SURFACE ELEVATION REFERENCE Same as road crown
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:
 LOGGED BY Centerline Drilling CHECKED BY P. Catledge ∇ AT TIME OF DRILLING 4.0 ft ft
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL MC LL			
						□ FINES CONTENT (%) □			
						20	40	60	80
0		Tan quartz fine SAND and LIMESTONE FRAGMENTS	SS 1	20-14-21-17	35				▲
			SS 2	7-8-4-4	12		▲		
5	∇	Brown quartz medium to fine SAND, some organic	SS 3	2-2-2-1	4	▲			
			SS 4	2-1-1-1	2	▲			
10		Tan LIMESTONE	SS 5	2-3-2-5	5	▲			
15			SS 6	3-6-8-6	14		▲		
20			SS 7	6-5-7-6	12		▲		
		Bottom of hole at 20.0 feet.							

TEST NUTTING BOREHOLE 2-1831.1 VILLAGE OF BISCAYNE PARK - PROPOSED VILLAGE HALL.GPJ GINT US GBT 10/7/14

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.



1310 Neptune Drive
 Boynton Beach, FL 33426
 Telephone: 561-736-4900
 Fax: 561-737-9975

BORING NUMBER B-4

PAGE 1 OF 1

PROJECT NUMBER 1831.1
 CLIENT Village of Biscayne Park PROJECT NAME Proposed Village Hall
 PROJECT LOCATION 640 NE 114th Street, Biscayne Park, FL 33161

DATE STARTED 10/6/14 COMPLETED 10/6/14 SURFACE ELEVATION REFERENCE Same as road crown
 DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:
 LOGGED BY Centerline Drilling CHECKED BY P. Catledge AT TIME OF DRILLING 4.0 ft
 APPROXIMATE LOCATION OF BORING As located on site plan

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	Blows	N-Value	▲ SPT N VALUE ▲			
						10	20	30	40
						PL — MC — LL 20 — 40 — 60 — 80			
						□ FINES CONTENT (%) □			
						20	40	60	80
0		Tan quartz fine SAND and LIMESTONE FRAGMENTS	SS 1	14-14-13-16	27				▲
			SS 2	10-9-8-8	17				▲
		<input checked="" type="checkbox"/> Brown quartz medium to fine SAND							
5		Tan quartz fine SAND, trace limestone fragments	SS 3	6-7-7-7	14				▲
			SS 4	3-6-5-4	11				▲
		Tan LIMESTONE	SS 5	4-3-3-3	6				▲
10									
			SS 6	9-7-7-6	14				▲
15									
		Tan quartz medium to fine SAND	SS 7	6-5-4-4	9				▲
20		Bottom of hole at 20.0 feet.							

TEST NUTTING BOREHOLE 2-1831.1 VILLAGE OF BISCAYNE PARK - PROPOSED VILLAGE HALL GPJ GINT US.GDT 10/7/14

Report of Exfiltration Test

Client:	Village of Biscayne Park		Order No	1831.1
Project:	Proposed Village Hall		Report No	1
Location:	640 NE 114th Street		Date:	10/6/14
	Biscayne Park, FL 33161			
Test:	Usual Open Hole Exfiltration Test			
Surface Elevation:	Unknown	Water table from ground surface:		4'
Casing Diameter:	6"			
Tube Depth:	15'			

Sample Location: Approx. as located on site plan

Material:

0'-6'	Tan LIMESTONE FRAGMENTS
6'-8'	Brown quartz medium SAND and PEAT
8'-15'	Tan LIMESTONE

One Minute Increment	Pump Rate in Gal/Min
1	3.0
2	3.0
3	3.0
4	3.0
5	3.0
6	3.0
7	3.0
8	3.0
9	3.0
10	3.0

$K = 8.11 \times 10^{-5} \text{ cfs/ft}^2\text{ft.head}$

SOIL AND ROCK CLASSIFICATION CRITERIA

SAND/SILT

N-VALUE (bpf)	RELATIVE DENSITY
0 - 4	Very Loose
5 - 10	Loose
11 - 29	Medium
30 - 49	Dense
>50	Very dense
100	Refusal

CLAY/SILTY CLAY

N-VALUE (bpf)	UNCONFINED COMP. STRENGTH (tsf)	CONSISTENCY
<2	<0.25	v. Soft
2 - 4	0.25 - 0.50	Soft
5 - 8	0.50 - 1.00	Medium
9 - 15	1.00 - 2.00	Stiff
16 - 30	2.00 - 4.00	v. Stiff
>30	>4.00	Hard

ROCK

N-VALUE (bpf)	RELATIVE HARDNESS	ROCK CHARACTERISTICS
$N \geq 100$	Hard to v. hard	Local rock formations vary in hardness from soft to very hard within short vertical and horizontal distances and often contain vertical solution holes of 3 to 36 inch diameter to varying depths and horizontal solution features. Rock may be brittle to split spoon impact, but more resistant to excavation.
$25 \leq N \leq 100$	Medium hard to hard	
$5 \leq N \leq 25$	Soft to medium hard	

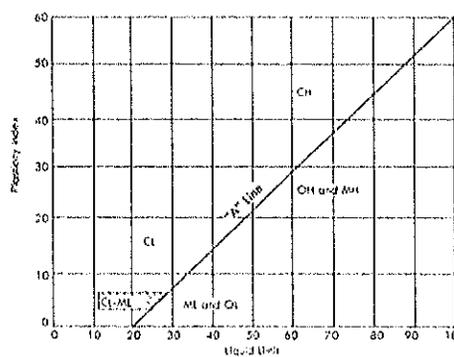
PARTICLE SIZE

Boulder	>12 in.
Cobble	3 to 12 in.
Gravel	4.76 mm to 3 in.
Sand	0.074 mm to 4.76 mm
Silt	0.005 mm to 0.074 mm
Clay	<0.005 mm

DESCRIPTION MODIFIERS

0 - 5%	Slight trace
6 - 10%	Trace
11 - 20%	Little
21 - 35%	Some
>35%	And

Major Divisions	Group Symbols	Typical names	Laboratory classification criteria				
Coarse-grained soils (More than half of material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \cdot D_{60}}$ between 1 and 3 Not meeting all gradation requirements for GW Atterberg limits below 'A' line or P.I. less than 4 Atterberg limits above 'A' line with P.I. greater than 7 $C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \cdot D_{60}}$ between 1 and 3 Not meeting all gradation requirements for SW Atterberg limits below 'A' line or P.I. less than 4 Atterberg limits above 'A' line with P.I. more than 7 Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than five percent.....GW, GP, SW, SP More than 12 percent.....GM, GC, SM, SC 5 to 12 percent.....borderline cases requiring dual systems**			
		GP	Poorly graded gravels, gravel-sand mixtures, little or no fines				
		GW* $\frac{d}{u}$	Silty gravels, gravel-sand-silt mixtures				
		GC	Clayey gravels, gravel-sand-clay mixtures				
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (little or no fines)	SW		Well-graded sands, gravelly sands, little or no fines		
			SP		Poorly graded sands, gravelly sands, little or no fines		
		Sands with fines (Appreciable amount of fines)	SM* $\frac{d}{u}$		Silty sands, sand-silt mixtures		
			SC		Clayey sands, sand-clay mixtures		
			Fine-grained soils (More than half of material is smaller than No. 200 sieve size)		Silt and clays (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
						CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
OL	Organic silts and organic silty clays of low plasticity						
Silt and clays (Liquid limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts					
	CH	Inorganic clays of high plasticity, fat clays					
OH	Organic clays of medium to high plasticity, organic silts						
Highly organic soils	PT	Peat and other highly organic soils					



LIMITATIONS OF LIABILITY

WARRANTY

We warrant that the services performed by Nutting Engineers of Florida, Inc. are conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in our area currently practicing under similar conditions at the time our services were performed. **No other warranties, expressed or implied, are made.** While the services of Nutting Engineers of Florida, Inc. are a valuable and integral part of the design and construction teams, we do not warrant, guarantee or insure the quality, completeness, or satisfactory performance of designs, construction plans, specifications we have not prepared, nor the ultimate performance of building site materials or assembly/construction.

SUBSURFACE EXPLORATION

Subsurface exploration is normally accomplished by test borings; test pits are sometimes employed. The method of determining the boring location and the surface elevation at the boring is noted in the report. This information is represented in the soil boring logs and/or a drawing. The location and elevation of the borings should be considered accurate only to the degree inherent with the method used and may be approximate.

The soil boring log includes sampling information, description of the materials recovered, approximate depths of boundaries between soil and rock strata as encountered and immediate depth to water data. The log represents conditions recorded specifically at the location where and when the boring was made. Site conditions may vary through time as will subsurface conditions. The boundaries between different soil strata as encountered are indicated at specific depths; however, these depths are in fact approximate and dependent upon the frequency of sampling, nature and consistency of the respective strata. Substantial variation between soil borings may commonly exist in subsurface conditions. Water level readings are made at the time and under conditions stated on the boring logs. Water levels change with time, precipitation, canal level, local well drawdown and other factors. Water level data provided on soil boring logs shall not be relied upon for groundwater based design or construction considerations.

LABORATORY AND FIELD TESTS

Tests are performed in *general* accordance with specific ASTM Standards unless otherwise indicated. All criteria included in a given ASTM Standard are not always required and performed. Each test boring report indicates the measurements and data developed at each specific test location.

ANALYSIS AND RECOMMENDATIONS

The geotechnical report is prepared primarily to aid in the design of site work and structural foundations. Although the information in the report is expected to be sufficient for these purposes, it shall not be utilized to determine the cost of construction nor to stand alone as a construction specification. Contractors shall verify subsurface conditions as may be appropriate prior to undertaking subsurface work.

Report recommendations are based primarily on data from test borings made at the locations shown on the test boring reports. Soil variations commonly exist between boring locations. Such variations may not become evident until construction. Test pits sometimes provide valuable supplemental information that derived from soil borings. If variations are then noted, the geotechnical engineer shall be contacted in writing immediately so that field conditions can be examined and recommendations revised if necessary.

The geotechnical report states our understanding as to the location, dimensions and structural features proposed for the site. **Any significant changes of the site improvements or site conditions must be communicated in writing to the geotechnical engineer immediately** so that the geotechnical analysis, conclusions, and recommendations can be reviewed and appropriately adjusted as necessary.

CONSTRUCTION OBSERVATION

Construction observation and testing is an important element of geotechnical services. The geotechnical engineer's field representative (G.E.F.R.) is the "owner's representative" observing the work of the contractor, performing tests and reporting data from such tests and observations. **The geotechnical engineer's field representative does not direct the contractor's construction means, methods, operations or personnel.** The G.E.F.R. does not interfere with the relationship between the owner and the contractor and, except as an observer, does not become a substitute owner on site. The G.E.F.R. is responsible for his/her safety, but has no responsibility for the safety of other personnel at the site. The G.E.F.R. is an important member of a team whose responsibility is to observe and test the work being done and report to the owner whether that work is being carried out in general conformance with the plans and specifications. The enclosed report may be relied upon solely by the named client.



Addendum No. 3

**INVITATION TO BID NO. 2014-04
PUBLIC SAFETY AND ADMINISTRATIO ANNEX
CONSTRUCTION**

Q.1 – Please provide sizes for the Marker and Bulletin boards.

A.1 – See specification section 1011 VISUAL DISPLAY BOARDS, 2.02 porcelain enamel markerboards, Item H and for bulletin boards see 2.03 TACKBOARDS, item D. for sizes.

Q.2 – On sheet A6.03 it calls for soffit vents between each outlookers. On sheet S-4.1 it calls for 2" x 6" wood blocking between each outlooker. Please clarify.

A.2 – Provide blocking between the truss/outlooker as shown on the structural drawing S-4.1. See revised sheet A 6.03 ROOF DETAILS (attachment no. 1 to Addendum no. 3) for information on the eave vents and the roof exhaust vents to be provided.

Q.3 - The form Contractor Affidavit Regarding Named Products is requested to be submitted with bid package; however it is not included in the Bid documents.

A.3 – Please see the CONTRACTOR AFFIDAVIT form provided (attachment no. 2 to Addendum no. 3).

Q.4 - In reference to Project Manual Specification Section 02780 Part 2 lists available manufacturers for pavers. It does not tell us what shape, size, or color paver they want. As there are many different shapes, sizes, & colors offered, there are many different prices as well. Please advise.

A.4 - 8"x4"x2-1/4" solid concrete pavers over 1-1/4" sand base on a Herringbone pattern, base for design is the Belden Brick - City Line Pavers, Admiral Full Range Pavers

Thank you.

Maria C. Camara
Village Clerk

Addendum No. 3

**INVITATION TO BID NO. 2014-04
PUBLIC SAFETY AND ADMINISTRATIO ANNEX
CONSTRUCTION**

**ATTACHMENT NO. 1
A 6.03 ROOF DETAILS**

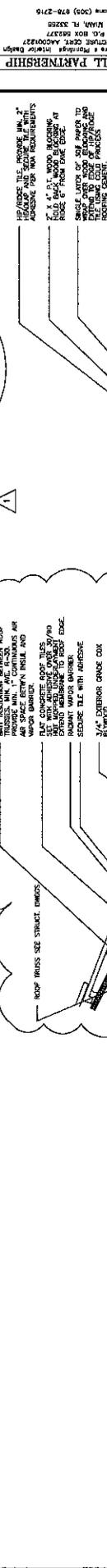
THE RUSSELL PARTNERSHIP INC.
 ARCHITECTS & INTERIORS
 1000 RUSSELL CENTER, ACCORD, NY
 PH: (516) 433-2200
 FAX: (516) 433-2201
 1000 RUSSELL CENTER, ACCORD, NY
 PH: (516) 433-2200
 FAX: (516) 433-2201



1 1/2" - 1" - 1" DETAIL OF ROOF EDGE DETAIL



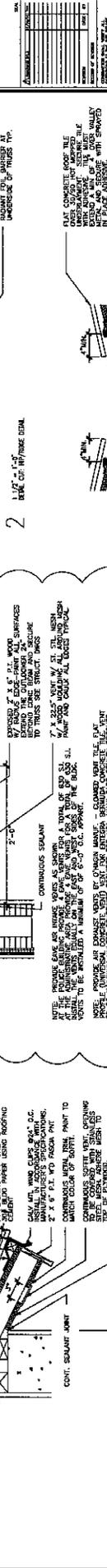
2 1/2" - 1" - 1" DETAIL OF ROOF EDGE DETAIL



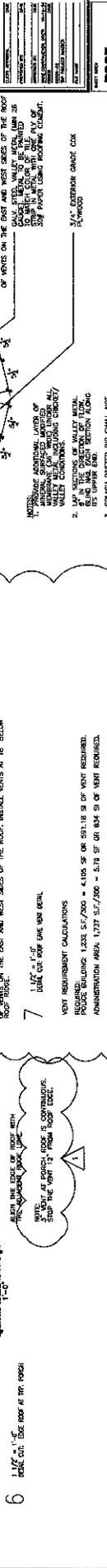
3 1/2" - 1" - 1" DETAIL OF ROOF EDGE DETAIL



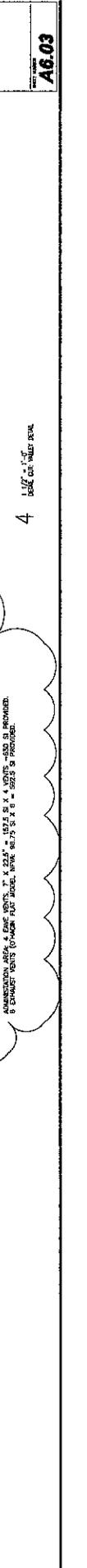
4 1/2" - 1" - 1" DETAIL OF ROOF EDGE DETAIL



5 1/2" - 1" - 1" DETAIL OF ROOF EDGE DETAIL



6 1/2" - 1" - 1" DETAIL OF ROOF EDGE DETAIL



7 1/2" - 1" - 1" DETAIL OF ROOF EDGE DETAIL

NOTES:
 1. PROVIDE GASKET AND BASE SHEET TO PROTECT ROOF FROM WEATHER.
 2. PROVIDE 1" CONTINUOUS AIR SPACE BETWEEN ROOF AND WALL.
 3. PROVIDE 1/2" CONTINUOUS SEALANT AT ROOF EDGE.
 4. PROVIDE 1/2" CONTINUOUS SEALANT AT ROOF EDGE.
 5. PROVIDE 1/2" CONTINUOUS SEALANT AT ROOF EDGE.
 6. PROVIDE 1/2" CONTINUOUS SEALANT AT ROOF EDGE.
 7. PROVIDE 1/2" CONTINUOUS SEALANT AT ROOF EDGE.
 8. PROVIDE 1/2" CONTINUOUS SEALANT AT ROOF EDGE.
 9. PROVIDE 1/2" CONTINUOUS SEALANT AT ROOF EDGE.

Addendum No. 3

**INVITATION TO BID NO. 2014-04
PUBLIC SAFETY AND ADMINISTRATIO ANNEX
CONSTRUCTION**

**ATTACHMENT NO. 2
CONTRACTOR AFFIDAVIT**

CONTRACTOR AFFIDAVIT

General Contractor must acknowledge via letter of transmittal that they have reviewed entire Contract Documents and will provide all "NAMED PRODUCTS" and in the event there is ambiguity or conflict relating to items or arrangements to be furnished under the Contract Documents, the OWNER'S REPRESENTATIVE will determine which takes precedence. It is understood that the Contractor shall furnish the items or arrangements of greater quantity, or better quality, as conclusively determined by the OWNER'S REPRESENTATIVE.

In addition, the General Contractor has reviewed this condition with all the Subcontractors and Suppliers.

GENERAL CONTRACTOR:

Signature

Date

Print

Date

Title



Addendum No. 4

**INVITATION TO BID NO. 2014-04
PUBLIC SAFETY AND ADMINISTRATIO ANNEX
CONSTRUCTION**

Q.1 – Frame color? (White and bronze are standard, and clear anodized/aluminum color is more expensive...)

A.1 – The frame color for all exterior and interior openings is a painted custom color as per specifications. See 08410 2.06 A B; 08522 2.5 1 A; 08524 2.5 1 A; 08526 2.5 1 A; 08528 2.5 1 A.

Q.2 – Glass color? (Clear glass, standard tint, or specialty tint/low e coating?)

A.2 – Interior Glass is clear. Exterior Glass is per 08800 2.03 B and D: SolarBronze tint on exterior lite and clear lite on interior side.

Q.3 - For Sliding Glass Door marked "D"...plans call for sliding door, but in A6.02 (milk work details) it call for impact Horizontal roller. Do we quote sliding door(this would leave complete open space in the middle) or do we quote horizontal roller (this would have to be two windows together with a mull bat and the center would not be clear like sliding glass door)?

A.3 – Provide sliding door (type D) PGT SGD770 OXXO (center opening without center bar, in lieu of specified sliding door. Glazing as specified.

Thank you.

Maria C. Camara
Village Clerk

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

LICENSE NUMBER

CGC059731

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



BEJAR, BENNY B.
BEJAR CONSTRUCTION INC
6326 SW 191ST AVE
PEMBROKE PINES FL 33332



ISSUED: 08/10/2014

DISPLAY AS REQUIRED BY LAW

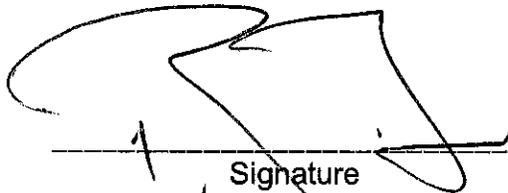
SEQ # L1408100002291

CONTRACTOR AFFIDAVIT

General Contractor must acknowledge via letter of transmittal that they have reviewed entire Contract Documents and will provide all "NAMED PRODUCTS" and in the event there is ambiguity or conflict relating to items or arrangements to be furnished under the Contract Documents, the OWNER'S REPRESENTATIVE will determine which takes precedence. It is understood that the Contractor shall furnish the items or arrangements of greater quantity, or better quality, as conclusively determined by the OWNER'S REPRESENTATIVE.

In addition, the General Contractor has reviewed this condition with all the Subcontractors and Suppliers.

GENERAL CONTRACTOR: *BEVAN CONSTRUCTION INC*



Signature

11/24/14
Date

BEVAN BEVAN

Print

11/24/14
Date

PREPARED

Title

BEJAR CONSTRUCTION INC
BENNY BEJAR
6326 SW 191 AVE
PEMBROKE PINES FL 33332

CITY OF PEMBROKE PINES
10100 PINES BOULEVARD, PEMBROKE PINES, FL 33026

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20120838/01
RECEIPT-NO: 140638

RECEIPT-YEAR: OCTOBER 1, 2014 thru SEPTEMBER 30, 2015

BUS-NAME : BEJAR CONSTRUCTION INC
BUS-ADDR : 6326 SW 191 AVE
PEMBROKE PINES FL 33332

NOTICE

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

RECEIPT-TYPE: RESTRICTED LICENSE

BUSINESS CLASSIFICATION

CCC CONTRACTOR - GENERAL

INV/UNITS

EFFECTIVE

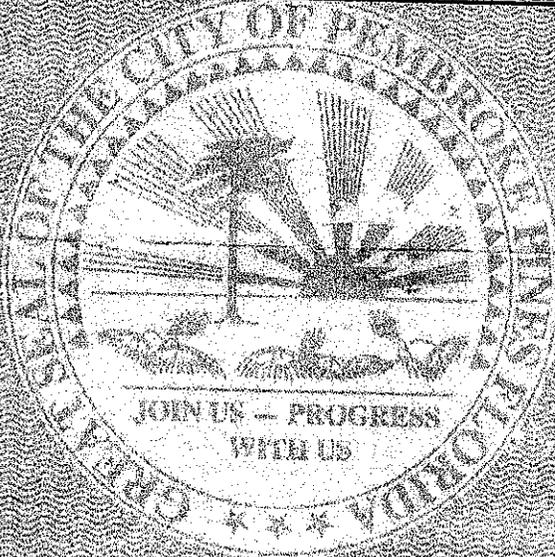
PERMIT-NUMBER/COMMENTS

RCT-TYPE

0

10/01/2014

P/PINES



**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

BEJAR CONSTRUCTION, INC.

Filing Information

Document Number	P98000066671
FEI/EIN Number	650860667
Date Filed	07/27/1998
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	01/24/2005
Event Effective Date	NONE

Principal Address6326 S.W. 191 AVENUE
PEMBROKE PINES, FL 33332

Changed: 01/24/2005

Mailing Address6326 S.W. 191 AVENUE
PEMBROKE PINES, FL 33332

Changed: 01/24/2005

Registered Agent Name & AddressBEJAR, BENNY B
6326 SW 191 AVE
PEMBROKE PINES, FL 33332

Address Changed: 01/08/2007

Officer/Director Detail**Name & Address**

Title D

BEJAR, BENNY B
6326 SW 191 AVE
PEMBROKE PINES, FL 33332**Annual Reports**

2014 FLORIDA PROFIT CORPORATION ANNUAL REPORT

**FILED
Jan 17, 2014
Secretary of State
CC4004202417**

DOCUMENT# P98000066671

Entity Name: BEJAR CONSTRUCTION, INC.

Current Principal Place of Business:

6326 S.W. 191 AVENUE
PEMBROKE PINES, FL 33332

Current Mailing Address:

6326 S.W. 191 AVENUE
PEMBROKE PINES, FL 33332 US

FEI Number: 65-0860667

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BEJAR, BENNY B
6326 SW 191 AVE
PEMBROKE PINES, FL 33332 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

Officer/Director Detail :

Title D
Name BEJAR, BENNY B
Address 6326 SW 191 AVE
City-State-Zip: PEMBROKE PINES FL 33332

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 an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 007, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BENNY BEJAR

PRESIDENT

01/17/2014

Electronic Signature of Signing Officer/Director Detail

Date

Benny Bejar
President



EXPERIENCE:

Mr. Bejar has experience in the field supervision and project management for a number of School Board and Government jobs in South Florida. As President of Bejar Construction he has been involved with overseeing the day to day operations and project management overseeing numerous projects while supervising various project managers. As owner he has been involved and responsible for all phases of coordination throughout the projects and has been involved with both CM @ Risk and Design-Build contracts. He has had extensive experience in negotiating contracts with sub-contractors and has been involved with coordinating scopes of work and coordination with Owners Representatives and Architects. He has experience in reviewing shop drawings, job cost control and assembly of bid packages to bidding sub-contractors, assisted in GMP submittals and negotiations, punch list coordination and all aspects of project close-out. Mr. Bejar is proficient in the use of Primavera Project Planner, Microsoft Office, Excel, Word and Prolog Manager Software and is fluent in both English and Spanish.



GREENADVANTAGE CERTIFIED

CITY OF RESIDENCE:

Pembroke Pines, FL

PERCENTAGE OF TIME FOR PROJECT:

100% Estimating and Construction Manager

YEARS WITH THIS FIRM:

12 Years

EDUCATION:

Bachelor's of Science Construction Management
Florida International University

Associates of Arts
Miami Dade Community College

AFFILIATIONS:

CGC 059731
Green Advantage Certified

PROJECT EXPERIENCE:

Devon Aire K-8 Conversion, New Construction;
MDCPS \$23 million (CM @ Risk)
Rockway Middle School, New Construction;
MDCPS \$13.2 million (CM @ Risk)
South Miami Elementary, New Construction;
MDCPS \$18.2 million (CM @ Risk)
South Hialeah Elementary, New Construction;
MDCPS \$19 million (CM @ Risk)

Little Haiti Cultural Center \$2,000,000.00

OTHER RELEVANT PROJECTS:

Golden Beach Pavilion, Town of Golden Beach,
\$685,000.00
Original Parrot Jungle Entrance (Historical), Village
of Pinecrest, \$325,000.00
Liberty Park Renovations, Town of Davie,
\$195,500.00
Ed Burke Recreational Bldg. Village of Biscayne
Park, \$125,000.00

Paul Smith
Superintendent



EXPERIENCE:

Paul Smith has over twenty-five years of experience in all phases of construction. Over the past twelve years he has been a project superintendent for various construction firms overseeing the additions and renovations of several multimillion dollar construction projects.

Paul's duties and responsibilities include but are not limited to the following items; Coordination among subcontractors, vendors and suppliers, communications with the owner, architect and subcontractors, RFI's, reviewing of submittals, implementation of the Company's Quality Control Program, Hazard Communication Program and Safety Plan, performing safety meetings with all subcontractors and employees, daily construction reports, work orders, scheduling and assuring all projects get completed on time.

Paul Smith has extensive knowledge and experience with several government agencies such as; Miami-Dade County Public Schools, Miami-Dade College and other local and Federal Agencies.

Paul has vast experience with construction management, particularly additions and renovations to educational facilities while the facility is occupied with students and staff.

In addition, Paul Smith has extensive experience with tenant renovations and alterations for a variety of private companies throughout the state of Florida.

CITY OF RESIDENCE:

Miami, FL

PERCENTAGE OF TIME FOR PROJECT:

100 %

YEARS WITH THIS FIRM:

2 Years

EDUCATION:

Bachelor's Degree Construction Management
Florida International University

REGISTRATIONS / LICENSES:

CGC State of Florida #012018
Qualified Storm Water Management Inspector #11539
Certified Mold & Mildew Inspector
OSHA Training

CM AT-RISK PROJECT EXPERIENCE:

Jose Marti Gym—City of Miami
South Miami Elementary K-8 Conversion, MDCPS
Redland Middle School—Addition
Redland Elementary—Addition
Avocado Elementary—Addition
Redondo Elementary—Addition
Campbell Dr. Middle—Addition
Coral Reef Elementary—Addition
Booker T. Washington Sr.—Expansion
Primary Learning Centers—New Construction
Federal Government Work Experience

OTHER RELEVANT PROJECTS:

Design-Build & CM @ Risk Experience as a Superintendent and Project Manager

Supervised and/or self-performed over 15 tilt-wall projects.



Completed Projects:

- | | |
|--|---|
| 1) Golden Beach Pavilion (Historical)
399 Golden Beach Boulevard
Golden Beach, Florida
Project completion: July 30, 2008
Project Amount: \$ 695,000.00 | 9) Leewood Elementary School
10343 S.W. 124 th Avenue
Miami, Florida
Project Completion: February 20, 2009
Project Amount: \$78,185.00 |
| 2) Original Parrot Jungle Entrance (Historical)
11000 S.W. 57 th Avenue
Pinecrest, Florida
Project Completion: December 15, 2008
Project Amount: \$325,000.00 | 10) City of Miami Gardens
20915 N.W. 38 th Court
2815 N.W. 212 th Street
Project Completion: May 31, 2010
Project Amount: \$98,531.00 |
| 3) Little Haiti Cultural Center
212 N.E. 59 th Terrace
Miami, Florida
Project Completion: April 10, 2007
Project Amount: \$1,835,000.00 | 11) Cutler Ridge Middle School
Miami, Florida
Project Completion: April 15, 2010
Project Amount: \$18,000.00 |
| 4) John F. Kennedy Middle School
10011 N.W. 167 th Street
North Miami, Florida
Project Completion: August 10, 2006
Project Amount: \$350,000.00 | 12) Alston Residence
2981 N.W. 172 nd Terrace
Miami Gardens, Florida
Project Completion: August 1, 2009
Project Amount: \$124,756.00 |
| 5) Olem Shoes Corp.
801 N.W. 21 st Street
Miami, Florida
Project Completion: July 23, 2006
Project Amount: \$185,000.00 | 13) Miami-Dade County Parks & Recreation
Devonaire Storage Facility
12450 S.W. 104 th Avenue
Miami, Florida
Project Completion: December 31, 2009
Project Amount: \$93,600.00 |
| 6) Heller Residence
636 Belle Meade Island Drive
Miami, Florida
Project Completion: December 15, 2007
Project Amount: \$635,000.00 | 14) State Contracting and Engineering
Pinecrest Preparatory School
Project Completion: September 15, 2009
Project Amount: \$404,500.00 |
| 7) Hammock Community Park
11200 S.W. 152 nd Avenue
Miami, Florida
Project Completion: July 10, 2005
Project Amount: \$75,000.00 | 15) Mobley Building (CRA South Miami)
5825 S.W. 68 th Street
South Miami, Florida
Project Completion: July 13, 2010
Project Amount: \$463,500.00 |
| 8) Byrd Residence
7560 S.W. 57 th Avenue
South Miami, Florida
Project Completion: May 18, 2004
Project Amount: \$450,000.00 | 16) Devonaire Park
10241 S.W. 122 nd Avenue
Miami, Florida
Project Completion: August 20, 2009
Project Amount: \$97,000.00 |

References

	City Projects	Address	Contact	Phone Number
1	Golden Beach	One Golden Beach Drive Golden Beach, Florida 33154	Mr. Alex Diaz Town Manager	305-932-0744
2	Village of Pinecrest	12645 Pinecrest Parkway Pinecrest, Florida 33156	Mr. Leo Llanos Building Official	305-234-2121
3	Village of Biscayne Park	640 N.E. 114th Street Biscayne Park, Florida 33161	Mrs. Ana Garcia Town Manager	305-899-8000
4	City of Coral Gables Public Works Department	2800 S.W. 72nd Avenue Miami, Florida 33155	Mrs. Grettei Duran	305-460-5053
5	City of Coral Gables Public Works Department	2800 S.W. 72nd Avenue Miami, Florida 33155	Mrs. Lis Ferrer	305-460-5031
7	City of South Miami	6130 Sunset Drive South Miami, Florida 33143	Mr. Stephen Davis	305-668-7238
8	Town Of Davie	6591 Orange Drive Davie, Florida 33314	Mr. Keith Pursell	954-797-1000
9	City of Lauderhill	5581 W. Oakland Park Blvd. Lauderhill, Florida 33313	Mr. Indar Maharaj	954-730-4225
10	Town of Southwest Ranches	13400 Griffin Road Southwest Ranches, Florida	Mrs. Emily McCord	954-434-0008
11	City of Oakland Park	5399 N. Dixie Highway, Suite #3 Oakland Park, Florida 33334	Mr. John Perez	954-275-5457 954-630-4475
12	City of Pembroke Pines	City of Pembroke Pines Public Service	Mr. Steven Buckland	954-214-8530

	Architects	Address	Contact	Phone Number
1	JSA Group, Inc	12229 S.W. 132nd Court Miami, Florida 33186	Mr. Julio Sanchez	305-251-7923
2	RJ Heisenbottle Architects	2199 Ponce De Leon Blvd. Coral Gables, Florida 33134	Mr. Andre Montalvan	305-446-7799
3	Arbab Engineer, Inc.	3363 N.E. 163rd Street, Suite 701 North Miami Beach, Florida 33160	Mr. Ali Arbab	305-940-3088
4	The Russell Partnership, Inc.	7428 S.W. 48th Street Miami, Florida 33155	Mr. Terry Holt	305-663-7301
5	Paul A. Buzinec, AIA	2121 Ponce De Leon #1010 Coral Gables, Florida 33134	Mr. Paul A. Buzinec	305-444-7411
6	Mateu Architecture, Inc.	18001 Old Cutler Road, Suite 550 Palmetto Bay, Florida 33157	Mr. Roney Mateu	305-233-3304

	Vendors	Address	Contact	Phone Number
1	Central Concrete Supermix	4300 S.W. 74th Avenue Miami, Florida 33155-7520	Mr. Manuel Menedez	305-264-5334
2	Lopetra Corporation	7855 N.W. 29th Street - Suite 182 Doral, Florida 33122	Accounting	305-266-3896
3	John Abell Corporation	10500 SW 186 Street Miami, Florida 33157	Accounting	305-253-4440
4	Florida Lumber	2431 N.W. 20th Street Miami, Florida 33142	Accounting	305-635-6412



CERTIFICATE OF LIABILITY INSURANCE

BEJAR-1

OP ID: KD

DATE (MM/DD/YYYY)

11/19/2014

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 THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED AGENT OR PRODUCER, AND THE CERTIFICATE HOLDER.

AGENT: 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).

Insurance Agency
124 Avenue
Springs, FL 33065
Ian F. Remes

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
FAX (A/C, No):

BEJAR Bejar Construction, Inc.
6326 SW 191 Avenue
Pembroke Pines, FL 33332

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Mid-Continent Casualty Co		23418
INSURER B:		
INSURER C:		
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	ADD'L SUBR INSR L WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		04GL000900274	04/11/2014	04/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		04GL000900274	04/11/2014	04/11/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

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

CERTIFICATE HOLDER

BISCAY1

Village of Biscayne Park
Building/Zoning
640 NE 114 Street
Biscayne Park, FL

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

Jonathan A. Remes



The Village of Biscayne Park

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

Bid References Evaluation for **Bejar Construction, Inc.**

Company Name:	City of Pembroke Pines	
Project Name:	Police Training Facility	
Contact Person/ Title:	Steven Buckland, Facilities and Project Manager	
Phone Number:	954-214-8530	
Project Amount:	\$700,000.00	
	YES	NO
Did they perform satisfactorily to the work that was asked of them?	X	
Was their responsiveness with any requests done in a timely manner?	X	
Were there any change orders on the project? If so, why?	X	
Explain: Change orders were a direct result in the changes made by the City to the Contractor's scope of work. Change order charges were fair and in line with industry amounts.		
What is your overall satisfaction with this company? (i.e.-Satisfactory, un-satisfactory, no comments)	Very Satisfactory	
Comments:		
Bejar Construction was a pleasure to do business with and we hope to use them for future projects.		



The Village of Biscayne Park

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

Bid References Evaluation for **Bejar Construction, Inc.**

Company Name:	City of Oakland Park	
Project Name:	North Jaco Pastorius Park Improvements	
Contact Person/ Title:	John M. Perez / Project Manager	
Phone Number:	954-630-4479	
Project Amount:	\$608,802.37	
	YES	NO
Did they perform satisfactorily to the work that was asked of them?	X	
Was their responsiveness with any requests done in a timely manner?	X	
Were there any change orders on the project? If so, why?		X
Explain:		
What is your overall satisfaction with this company? (i.e.-Satisfactory, un-satisfactory, no comments)	very satisfied	
Comments:		
I would contract with them in the future.		



The Village of Biscayne Park

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

Bid References Evaluation for **Bejar Construction, Inc.**

Company Name:	CITY OF CORAL GABLES	
Project Name:	HAMMCOK LAKES GUARDHOUSE	
Contact Person/ Title:	LIS FERRER, P.E./PROJECT ENGINEER	
Phone Number:	(305) 460-5031	
Project Amount:	\$441,000.00	
	YES	NO
Did they perform satisfactorily to the work that was asked of them?	X	
Was their responsiveness with any requests done in a timely manner?	X	
Were there any change orders on the project? If so, why?	X	
Explain:	Owners's requests.	
What is your overall satisfaction with this company? (i.e.-Satisfactory, un-satisfactory, no comments)	SATISFACTORY	
Comments:	<p>They just built a guardhouse (with keystone façade, security gates, drain field, septic tank, stone wall, landscape, etc. (funded thru a special taxing district and an inter-local agreement with Dade County). The new guardhouse created “entrance envy” to the neighbors as clearly voiced by them.</p> <p>Benny Bejar is very responsible, cooperative, professional (having to deal with the city and the residents and helping establish a great “partnering” among us) They are being recommended as the successful contractor to the Commission for another city project for exterior illumination and gates for the CG Museum</p>	

**Village of Biscayne Park
Village Hall
Building Evaluation and Recommendations Report**



RJ HEISENBOTTLE
ARCHITECTS

R.J. Heisenbottle Architects, P.A. • 2199 Ponce De Leon Boulevard, Suite 400 • Coral Gables, FL 33134

• 305.446.7799 • 305.446.9275 FAX • AAC001513

BISCAYNE PARK HISTORIC LOG CABIN
BUILDING EVALUATION AND RECOMMENDATION REPORT
TABLE OF CONTENTS

- 1. Historic Overview**
- 2. Existing Conditions Architectural Plans**
- 3. Building Evaluation & Recommendations Report – Architectural
R.J. Heisenbottle Architects, PA**
- 4. Building Evaluation & Recommendations Report – Mechanical, Electrical & Plumbing
Johnson, Avadano, Lopez, Rodriguez & Walewski**
- 5. Building Evaluation & Recommendations Report – Structural
Douglas Wood & Associates, Inc.**
- 6. Schematic Design Restoration/Renovation Plans**

Biscayne Park Village Hall

Historic Description

Biscayne Park Village Hall is located near the Biscayne Canal Bridge on N.E. 114th Street, situated between Miami Shores and North Miami. Withstanding the test of time, this humble log cabin has served the Biscayne Park community for over 80 years; first, as the Village Hall, then as the village's Police Station, and now as the village's administrative offices. Because of its unique architectural design and its rich history, this rare building was designated historic by the Metro-Dade Historic Preservation Board in 1983.

Biscayne Park Estates was developed by Arthur Mertlow Griffing and was one of the first of the big land developments in the area. Griffing was born in Norwich, New York, June 11, 1875. As a young child, he moved with his family to Florida. In 1884, his older brother started a nursery in MacClenny, Florida, with a branch opening later in Little River. In 1901, Arthur M. Griffing married Alabama Wing of Bayard, Florida and had three daughters: Mertlow, Marilla, and Esther; one son Charles. Griffing moved to Dade County to manage the Little River nursery in 1903.

In 1920, Arthur Griffing began to branch out and develop land to sell. Originally tomato farms, Biscayne Park Estates started as 700 acres of treeless prairie. The following year, Griffing began digging the Biscayne Canal to drain the prairie. Griffing wanted Biscayne Park to be reserved for families so he made special provisions for children. He made sure to provide play areas with parks and streets lined with shade trees. He also planted fruit trees on his building lots.

In 1923, the lots were ready to sell. Griffing used a number of devices to attract perspective buyers: free bus rides to the development and complimentary strawberry cake upon arrival, later he upgraded the incentive to a box of citrus fruit. Griffing sold most of his lots before the real estate market crashed in 1926, but like other developers, he too was caught in the fallout: defaulting buyers, delinquent taxes, few buyers were able to build homes, and there was little money to maintain the streets and parks.

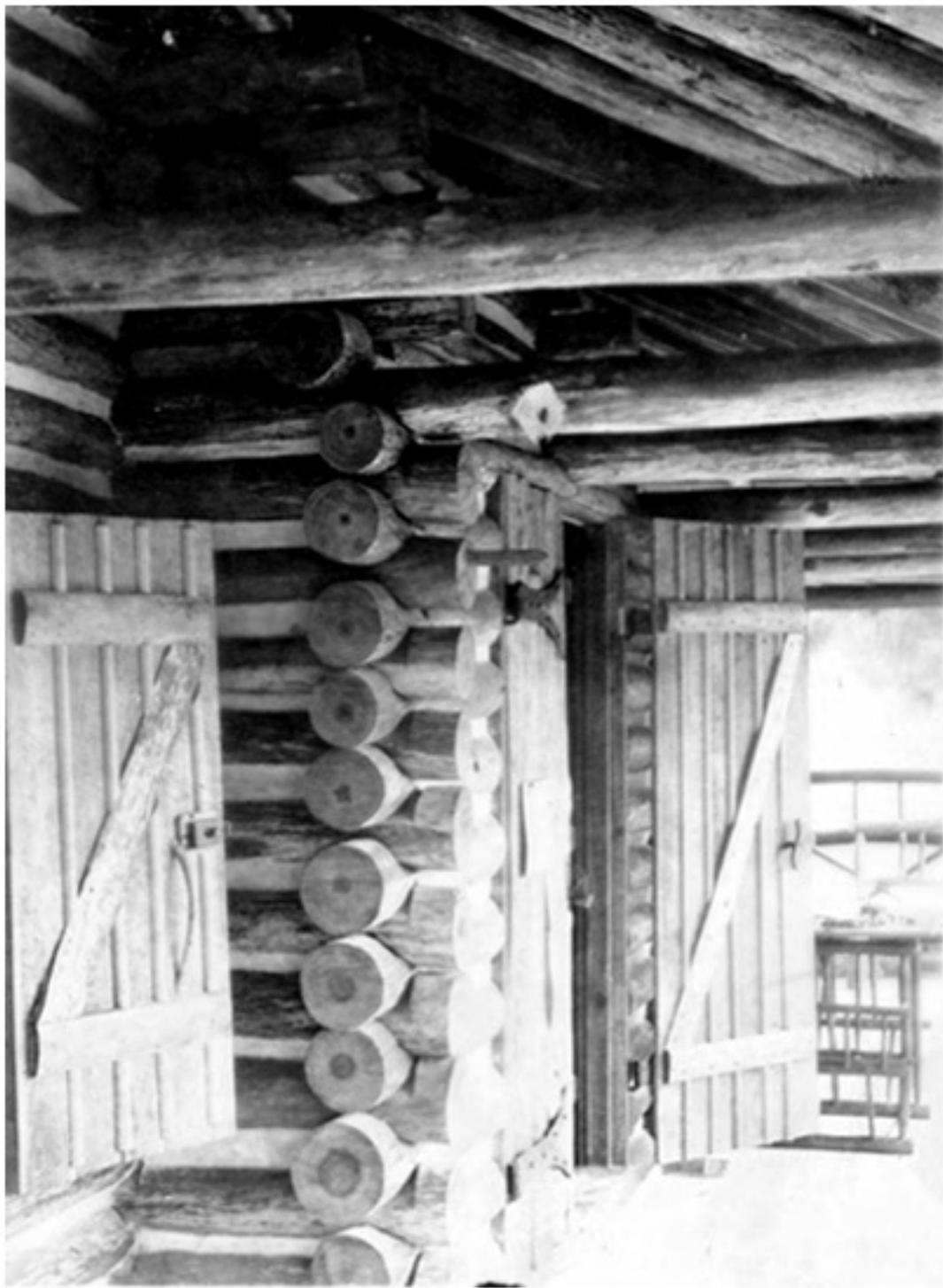
Despite these hardships, Griffing's small community continued to grow. In 1931, the area was incorporated as the Town of Biscayne Park and in 1933, it evolved into its current Village status. The Village was designated as a bird sanctuary soon after its incorporation. During the Depression, the Works Progress Administration built a log cabin for the Village with the Federal Emergency Relief Administration, providing the labor for the termite resistant Dade-County pine construction. William Green, a regional administrator for the federal programs and a village resident and councilman, was instrumental to the creation of the building that is today a local historic landmark.

Biscayne Park Village Hall was built from both round and hand-hewn pine logs out of a kit. The historic hall is a one and one-half story log cabin with a wrap-around porch. The load bearing log walls are saddle notched and are painted a rustic red. The logs are chinked with white mortar. These walls support an interior trussed roof system, with a hipped roof covered with wood

shingles. Inside the cabin there is a fireplace made of local oolitic limestone. The Biscayne Park Women's Club raised additional funds in later years for a few adaptations to the cabin.

In 1946, the Village Commission authorized the construction of police headquarters in the cabin's porch area. Then, in 1986, additional renovations caused a dispute because they involved resurfacing the western side of the hall and enlarging the police departments work area in order to include an interrogation room, evidence closet and more desk space. At some point in its history, the wood support columns were replaced with more durable square concrete columns. In need of more office space, the interior of the hall was divided with flexible open office partitions, a kitchen area was added on the north side and management offices on the south. These additions make it more difficult for the building to be listed on the National Register of Historic Places.

Biscayne Park Village Hall, has served its community well for the past 81 years. This important landmark, with its distinctive architecture has become a symbol of the Biscayne Park community. It deserves a complete restoration that will maintain its architectural integrity for many years to come and enhance its eligibility for listing on the National Register of Historic Places.



Original Entrance Detail



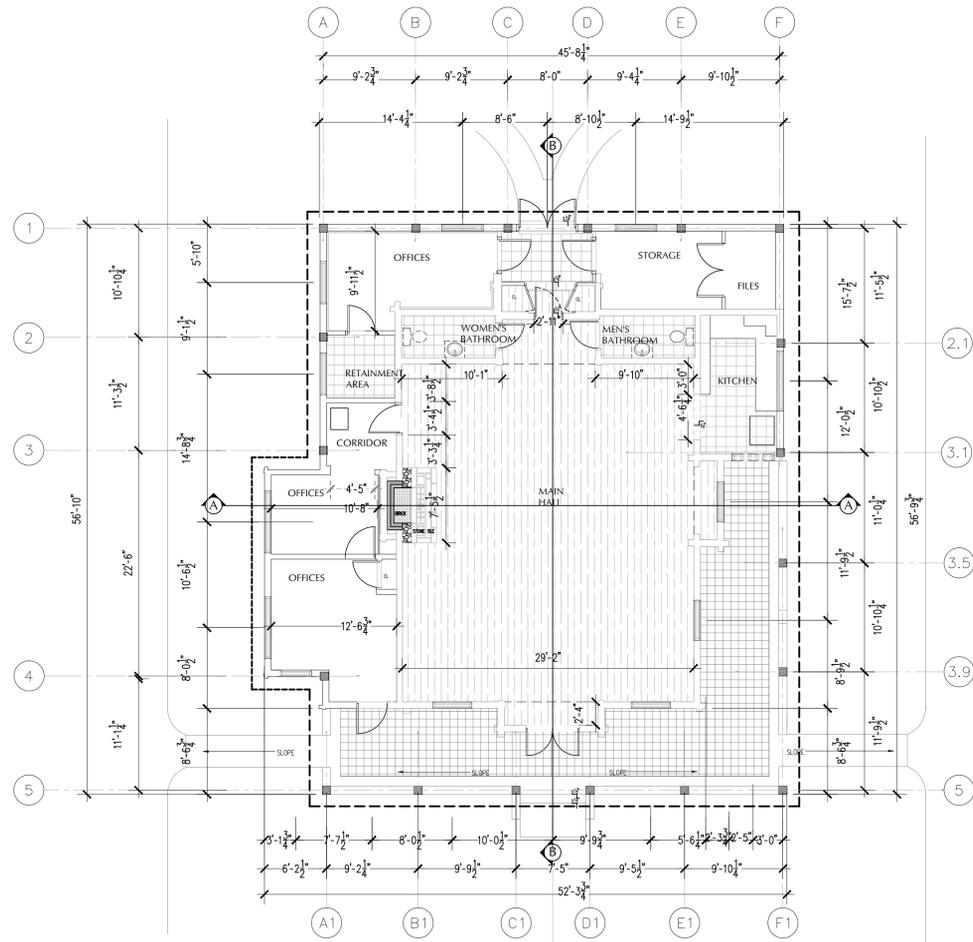
Historic Interior
and Fireplace



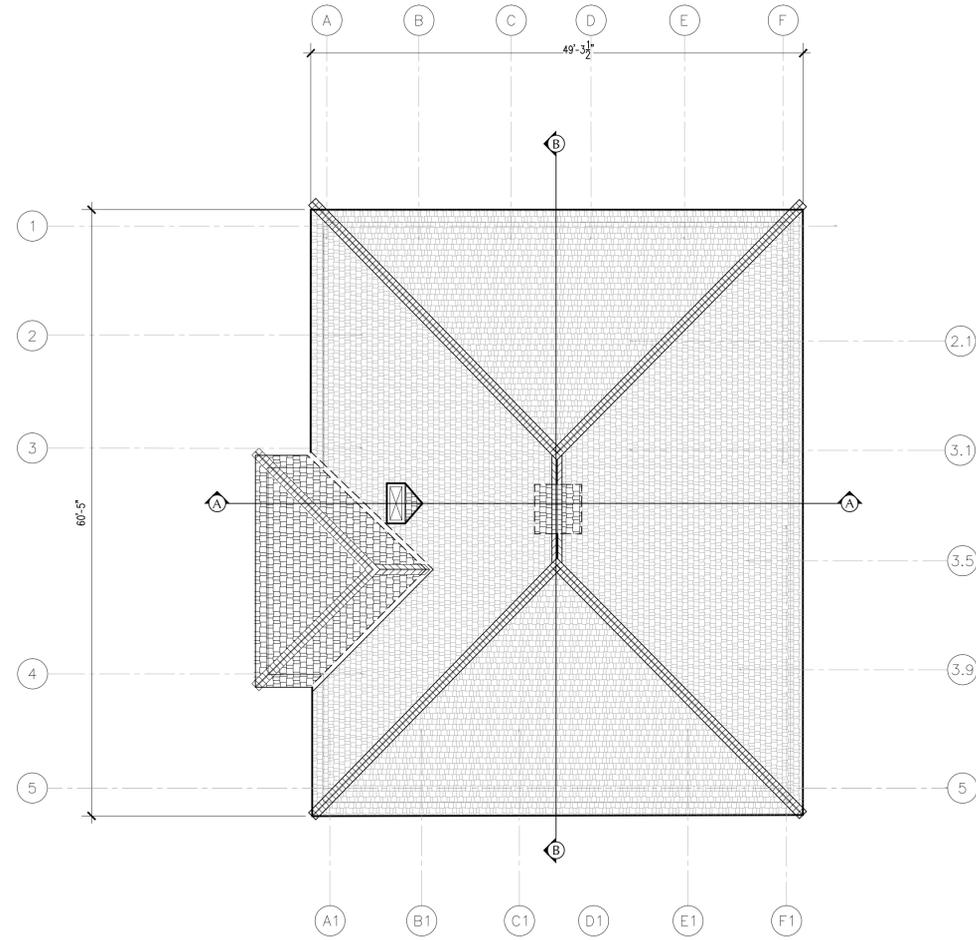
Historic Exterior



Historic Porch



EXISTING CONDITIONS FLOOR PLAN
SCALE: 1/8" = 1'-0"



EXISTING CONDITIONS ROOF PLAN
SCALE: 1/8" = 1'-0"

A-1

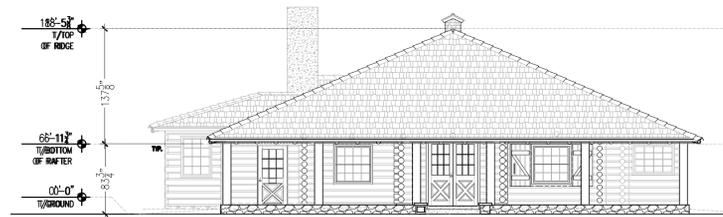


BISCAYNE PARK VILLAGE HALL RESTORATION
VILLAGE OF BISCAYNE PARK

640 N.E. 114TH STREET, BISCAYNE PARK VILLAGE, FLORIDA
JUNE 25, 2014

RJ HEISENBOTTLE
ARCHITECTS

2199 PONCE DE LEON BLVD., SUITE 400
CORAL GABLES, FL 33134 TELEPHONE:
305/446-7799 FAX: 305/446-9275 FLORIDA
REGISTRATION NUMBER: AR 0010865



EXISTING CONDITIONS EAST ELEVATION

SCALE: 1/8" = 1'-0"



EXISTING CONDITIONS NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EXISTING CONDITIONS WEST ELEVATION

SCALE: 1/8" = 1'-0"



EXISTING CONDITIONS SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

A-2

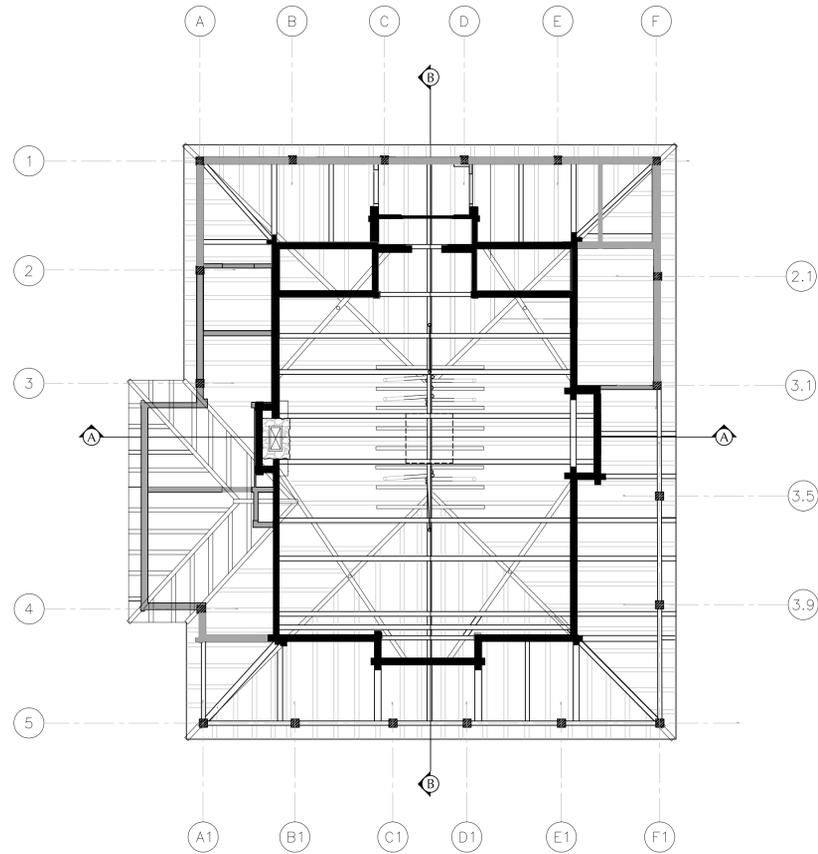


BISCAYNE PARK VILLAGE HALL RESTORATION
VILLAGE OF BISCAYNE PARK

640 N.E. 114TH STREET, BISCAYNE PARK VILLAGE, FLORIDA
JUNE 25, 2014

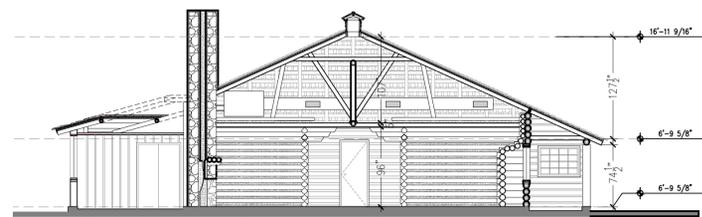
RJ HEISENBOTTLE
ARCHITECTS

2199 PONCE DE LEON BLVD., SUITE 400
CORAL GABLES, FL 33134 TELEPHONE:
305/446-7799 FAX: 305/446-9275 FLORIDA
REGISTRATION NUMBER: AR 0010865



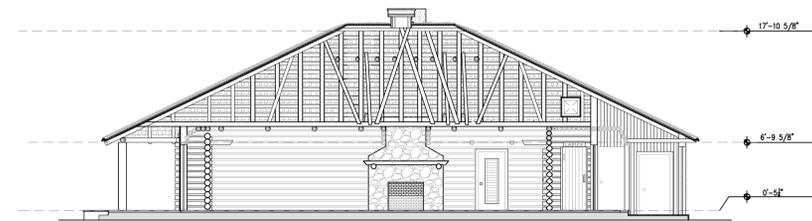
EXISTING CONDITIONS STRUCTURAL FRAMING PLAN

SCALE: 1/8" = 1'-0"



EXISTING CONDITIONS SECTION A-A

SCALE: 1/8" = 1'-0"



EXISTING CONDITIONS SECTION B-B

SCALE: 1/8" = 1'-0"

A-3



BISCAYNE PARK VILLAGE HALL RESTORATION
VILLAGE OF BISCAYNE PARK

640 N.E. 114TH STREET, BISCAYNE PARK VILLAGE, FLORIDA
JUNE 25, 2014

RJ HEISENBOTTLE
ARCHITECTS

2199 PONCE DE LEON BLVD., SUITE 400
CORAL GABLES, FL 33134 TELEPHONE:
305/446-7799 FAX: 305/446-9275 FLORIDA
REGISTRATION NUMBER: AR 0010865

Architectural Evaluation

Biscayne Park Village Hall June 9, 2014

R.J. Heisenbottle Architects, PA

Introduction

The Biscayne Park Village Hall is a unique local landmark. With its distinctive log cabin style of architecture, it is a proud symbol of the Village of Biscayne Park community. Constructed 81 years ago by the Works Progress Administration the building has served the Village well and while it is in need of repairs, it remains in generally good condition. Over the years it has undergone numerous renovations and additions in order to accommodate various administrative functions. When taken together these additions compromise the building's architectural and historic integrity.

Additionally, the building's original wood shake shingle roof structure presents a serious structural concern as is noted in the Structural Evaluation Section of this report. Moreover, the building's lack of roof insulation as noted in the Mechanical Evaluation Section make it extremely energy inefficient. The current air conditioning system must literally run constantly in order to keep up. Finally, as is evident by the crowded staff conditions, it is readily apparent that the Village has simply outgrown Village Hall as a home for its Administrative Offices and Police Department.

Rather than being viewed in the negative, we believe that this should be viewed as an opportunity for the Village to restore the Depression-Era Log Cabin Village Hall Building to its historical appearance, enhance its roof, insulation and mechanical systems for greater safety and efficiency and re-use the building as both a community room and Village Commission meeting chamber. The building's current office functions and the police department functions can then be relocated to a new General Operations Public Safety Center building where they can function more efficiently.

Purpose

Within the context of the above, the purpose of this architectural evaluation and recommendations report is to first to evaluate the existing condition of architectural items such as roofing, waterproofing systems, windows, doors, flooring, ceilings and ADA Accessibility and to make specific recommendations for repair or replacement of each.

In addition, we will review the applicable Secretary of the Interior's Standards and Guidelines for Rehabilitating Historic Buildings and introduce those into the project planning process since these standards and guidelines form the basis for the review and approval process that will occur later at the both the State Historic Preservation Office and Miami-Dade County Historic Preservation Board.

General Description of Existing Architectural Items

Roofing

The roof consists of wood shake shingles secured to 1" x 4" furring strips which are then attached to log roof rafters. There is no wood sheathing or insulation associated with this roofing system and it provides little resistance to wind and rain.

It is our recommendation that for historical and aesthetic purposes the existing shingles remain in place, but that new plywood sheathing be placed above the existing shingle roof in order to create a wind diaphragm that will better resist both uplift and impact loading. While this existing roof system may never meet current code requirements, this approach will greatly enhance the building's structure, weather protection and energy efficiency, while maintaining the building's historic and architectural integrity. See photo number 1 and 2.

Windows

The existing windows are anodized aluminum single hung type with clear glass. These windows replaced the original wood double hung windows and appear to have been installed when the kitchen or office additions were added to the building. They are not impact resistant. We believe that a small number of original wood windows may be hidden behind the walls of the later additions. This will need to be further investigated.

It is our recommendation that these aluminum windows be replaced with new impact resistant double hung wood windows with clear glazing that attempt to match the original window profiles as closely as possible. Modern impact resistant wood windows are typically constructed of mahogany or other hardwoods, operate with precision and are very durable. Most importantly, in addition to being more historically appropriate than the existing aluminum windows, impact resistant wood windows will enhance the structure's resistance to hurricane winds and provide added security. See Photo No. 3

Exterior Doors

All of the existing exterior doors are wood replacements probably installed at the time that the office and kitchen additions were added to the building. Each has nine light clear glazed panels at the top and an x brace panel below. They bear no resemblance to the original doors which were fabricated of split wood logs. However, they are reasonably appropriate and are generally in good condition. Unfortunately, like the windows they do not provide any significant wind or impact resistance. In the event of even a modest hurricane wind event, breach of one of these doors will likely result in the loss of the entire building roof. See Photo No. 3

It is our recommendation that these doors be replaced with new impact resistant solid core wood doors that are faced with logs to replicate the original doors yet provide impact and wind resistance.

Interior Doors

There are only two original interior doors and those are to the men's and woman's restrooms. These doors should be retained, however it would be helpful to add new iron or wood pull hardware and perhaps closers for the convenience of all users. See Photo No. 4

Waterproofing Systems

Waterproofing systems on this building are limited to window and door sealants and the chinking between logs. It is assumed that window and door sealants will be replaced at the same time as new windows and doors are installed. More importantly is the condition of the existing mortar used as chinking between the logs. The joints between the logs appear to have been filled with steel wool and then chinked with a white mortar. Much of the exterior mortar is cracked and falling loose from the logs, thereby allowing water and air to enter the building. See Photo No. 5 & 6.

It is our recommendation that the entire building be re-chinked to seal between all of the logs. We will investigate alternative chinking materials that may be more adhesive and more flexible than the mortar currently used.

Flooring

The existing oak finish floor appears to be original to the building and remains in good condition although there is possibility that this floor covers a more rustic original wood floor below. Original floors from this period were typically of durable heart pine rather than oak. None the less, we recommend that this floor be sanded and refinished as part of the proposed restoration project. Additionally, as we have stated in the Structural Evaluation Section of this report we are concerned about the support structure for the finish floor. Vents seem to indicate a crawl space under the building. This crawl space is not currently accessible and we will need to investigate the support structure later in the process. Should rot or insect damage be present, repairs will be required. See Photo No. 6

Depending on what is observed, we will likely recommend enhancement of the floor structure to assure its ability to carry a 100 lb. live load. This is the current Florida Building Code load requirement for assembly occupancy spaces.

Ceilings

The ceiling throughout the original building was exposed wood log rafters and shake shingles. Various additions have added a variety of new ceiling materials, including plaster, drywall and wood. We recommend that these non-original ceilings be removed along with these additions and that the ceilings in all areas be returned to their original look. See Photos 7 & 8.

Wood Rot and Insect Damage

While the log structure remains in generally good condition there is evidence of insect damage and rot in a number of areas. While this damage is not extensive, as was recommended in the Structural Evaluation Section of this report, we suggest that the entire building be investigated for insect damage and wood rot and that those areas that are found be patched and repaired with wood epoxy. Additionally, upon completion of the entire project, we recommend that the entire building be termite treated and that the Village enter into an ongoing inspection and treatment contract with an exterminator.

ADA Accessibility

While it is not intended that this report provide a total ADA compliance survey of the building, we think it is important to point out a few of our observations. Generally the building appears to be accessible to persons in a wheelchair. There are adjoining parking areas for handicapped persons and there appears to be no obstruction to their entering and using the existing facility with the exception of the restrooms. The restrooms are not ADA compliant and due to the room width being less than 60" it will prove to be difficult to make them handicapped compliant as there is inadequate turn around area. See Photo No. 9. This will need to be addressed and alternatives discussed as the project progresses into the design phase.

Secretary of the Interior's Standards and Guidelines for Rehabilitating Historic Buildings

Secretary's Standards 1, 2, 3, 4, 5, 6, 9 & 10 will apply to this project. They are listed below along with our commentary and recommendations for compliance in italics:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

The Biscayne Park Village Hall project complies with Standard No.1 on that it returns the building to its original use as a public meeting hall.

2. The historic character of the property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

The Biscayne Park Village Hall project will comply with Standard 2 in that only non-historic features and additions will be removed. Features and spaces that characterize the property will not be removed.

3. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

The Biscayne Park Village Hall project will comply with Standard 3 in that changes will not create a false sense of historic development, no conjectural features or architectural elements will be added.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

While Biscayne Park Village Hall has certainly been changed over time, these changes have diminished the integrity of the historic building and have not acquired historic significance in their own right. The project will comply with Standard 4, because it proposes to remove these non-historic additions and return the building to its original configuration. Please reference the Selective Demolition and Proposed Restoration Plans that appear in the last section of this report.

5. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

The Biscayne Park Village Hall project will comply with Standard 5 because it seeks to preserve those finishes, construction techniques, distinctive features and examples of craftsmanship that characterize the property.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

The Biscayne Park Village Hall project will comply with Standard 6 because the renovation/preservation plan seeks to repair historic features wherever possible and when replacement is warranted, the replacement will be based upon physical and pictorial evidence rather than conjecture.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be

compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

The Biscayne Park Village Hall project will comply with Standard because no new additions are proposed as a part of this project. It is interesting to note that prior building additions, such as the kitchen, police or office area do not comply with this standard because those additions did not differentiate themselves from the original building.

10. New addition and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The Biscayne Park Village Hall project will comply with Standard 10 since no new additions are proposed.

Summary of Compliance with Standards

The Selective Demolition and Renovation/Restoration Plans contained in Section 6 of this Report propose to remove all non-historic additions and return the building to its original configuration and purpose. While the original building appears from early photographs to have had a screening on all sides of the porch, we do not recommend screen replacement at this time. Our reasoning for this is that the building has existed for most of its life without the screening in place and with its most character defining feature, the log structure, in full view. Replacement of the screening will hide this most character defining feature. Moreover, today with the building being air conditioned, the screening provides no practical purpose.

All of the proposed building enhancements, architectural, structural, mechanical, electrical, plumbing and fire protection can be accomplished without negatively impacting its historic integrity. It is our opinion therefore that the project will be enthusiastically supported by both the SHPO and the Miami-Dade County Historic Preservation office.



Photo 1 Shake Shingle roof



Photo 2 Shake Shingle Roof



Photo 3 Exterior Doors



Photo 4 Original Toilet Room Doors



Photo 5A Cracked and missing chinking mortar.



Photo 5B Cracked chinking mortar.



Photo 6



Photo 7 Existing Kitchen Ceiling



Photo 8 Existing Office Ceiling



Photo 9 Existing Toilet Room

MECHANICAL AND ELECTRICAL PROPERTY
CONDITION ASSESSMENT

Village of Biscayne Park - Village Hall Restoration
640 N.E. 114th Street, Biscayne Park, Florida 33161



Inspection Date:
June 9, 2014

Prepared For:
RJ Heisenbottle Architects

Prepared By:



2510 NW 97th Avenue, Suite 220
Miami, Florida 33172
Tel. (305) 594-0660 Fax: (305) 594-0907

Table of Contents

I.	Scope of Work	Page 3
II.	Limitations of the Building Inspection	Page 4
III.	Building Information	Page 5
IV.	HVAC Report	Page 6
V.	Plumbing Report.....	Page 8
VI.	Fire Protection Report.....	Page 10
VII.	Electrical Report	Page 11
VIII.	Photos	Page 14

I. Scope of Work

This section describes specific services that were performed. It also establishes certain limitations to the scope of such services. We have performed the following services:

1. Mechanical:

A visual inspection of existing HVAC equipment and systems was performed throughout the building.

2. Plumbing and fire sprinklers:

A visual inspection of existing plumbing equipment and systems was performed throughout the building.

3. Electrical:

A visual inspection of existing electrical equipment including power panels, lighting and devices was performed throughout the building.

The scope of services did not include testing the functionality of any equipment or device. This survey does not include design to remedy conditions found.

Excluded from the Scope of Services the inspection of those equipment or devices that were not safe to inspect or their access was not available or permitted at the time of inspection.

II. Limitations of the Building Inspection

1. JALRW Engineering Group, Inc. prepared this report with reasonable care. However, it is professional opinion on the condition of the property at the time of inspection. It is not a guarantee, warranty or an insurance policy against problems.
2. This report is confined solely to the visual inspection of those parts of the building to which reasonable and safe access was available or permitted at the time of inspection. Nothing contained in the report implies that any inaccessible or partly inaccessible area(s) or section(s) of the property being inspected by JALRW Engineering Group, Inc. on the date of the inspection do (es) not have any defect(s). Accordingly this report is not a guarantee that a building related defect does not exist in any inaccessible or partly inaccessible area(s) or section(s) of the property. Nor is it a guarantee that the future problems will not occur.
3. This report is not an all-encompassing report dealing with the building from every aspect. It is reasonable to identify any obvious or significant defects apparent at the time of the inspection.
4. The condition of the property is reported on as it was found at the time of the inspection and excludes future damage such as that which may be caused by the present occupants vacating the premises, wear and tear or natural causes.
5. The report reflects conditions found in the field at the time of this investigation. We cannot warrant that future investigations will yield results similar to those obtained at this time.

III. Building Information

1. Year built: 1933
2. Total floor area: 2,200 SF (approx.)

IV. HVAC Report

Summary:

A visual inspection of existing HVAC equipment and systems was performed throughout the site and building. Although most of the HVAC systems are installed concealed in finished ceiling, walls could not be inspected.

The HVAC systems consist of the following:

1. Air Conditioning Systems: Direct Expansion (DX) Split Air Conditioning Systems serving the different zones. Refer to equipment data log information on this page. See photos 1, 2 and 3.
2. Ductwork: Supply air conditioning ductwork is made of fibrous glass duct board. Both systems have room direct return air. See photo 4.
3. Toilet Ventilation Exhaust Air is provided throughout for both Rest Rooms using wall Exhaust Fans. Exhaust discharge location not clear. See photos 5 and 6.
4. Controls: All individual air conditioning systems are provided with stand-alone thermostats. See photo 7.

Air Conditioning Equipment Data Log Information

<u>Tag #</u>	<u>Location</u>	<u>Type</u>	<u>Cooling Capacity</u>	<u>Service</u>
AHU-1/CU-1	AHU=Ceiling CU=Grade	Split DX	3.5 Tons	1)Open Office Area
AHU-2/CU-2	AHU=Floor CU=Grade	Split DX	4.0 Tons	1)Perimeter Offices 2)Police Department

The following are our field observation comments and recommendations:

1. During our inspection, open area air conditioning system (AHU/CU-1) compressor was observed to run continuously without cycling, which causes premature wear on the compressor. The building envelope is not currently insulated, we recommend incorporating roof insulation as part of the restoration project as the roof is the highest conductor of heat into the space.
2. AHU/CU-1 is currently a minimally compliant, 13 (S)EER system which is approximately 6 years old. Depending on the final occupancy and use of the restored building, we approximate a load between 4-6 tons of mechanical cooling (assuming the installation of R-19 insulation on the roof). We recommend replacing the existing system with a high efficiency DX system(s).
3. AHU-2 is currently located within the expansion area of the building which is to be removed as part of the restoration scope. This system shall be eliminated.
4. AHU/CU-1 refrigerant piping is currently entering the building through the expansion area exterior wall which is to be removed as part of the restoration scope. Future system replacement refrigerant lines shall be re-routed as required.
5. The air conditioning units do not have outside air. It is recommended that it be provided based on people occupancy as required by code.

V. Plumbing Report

Summary:

A visual inspection of the existing Sanitary and Water was performed throughout the building, although most of the plumbing systems are installed concealed in finished ceiling, walls and below slab and could not be inspected.

The Plumbing systems consist of the following:

1. Sanitary Drainage piping system collects waste from both Rest Rooms and Break Room.
2. Individual condensate drainage piping from air conditioning units are collected and discharged on grade outside the building.
3. ¾" domestic water service from water meter is located on the southwest side of the building. See photo 8.
4. Hose bibs are provided on the exterior of the building. See photos 8 and 9.
5. A 20 gallon electric water heater is located above Men's Bathroom and provides hot water to Rest Rooms and Break Room fixtures. See photo 10.

The following are our field observation comments and recommendations:

1. Domestic water service is not provided with back flow preventer as required by code.
2. AHU-2 is currently located within the expansion area of the building which is to be removed as part of the restoration scope. All associated condensate drain piping shall be eliminated.
3. All condensate drainage piping should be collected and discharged into appropriate underground locations as required by code.
4. The Break Room is located in the expansion area of the building which is to be removed as part of the restoration scope. It is recommended that the

storage water heater be removed, along with associated drain being routed to the exterior of building. If so desired, point-of-use tankless water heater(s) can be installed to provide hot water for Rest Room lavatories.

5. There are no janitor sinks and it is recommended they be added as required by code.
6. Rest Room plumbing fixtures shall be replaced to meet Miami-Dade County Water-Use Efficiency Standards with high efficiency toilets (HET) with a maximum average flush volume of 1.28 gallons per flush (gpf) and low flow lavatory faucets with a maximum flow rate of 0.5 gpm.
7. All hot water piping needs to be insulated.

VI. Fire Protection Report

Summary:

A Fire Sprinkler System in compliance with NFPA 13 is installed in the building. The existing protection consists of the following:

1. Overhead piping distribution protecting the structure in open ceiling areas and ceiling mounted pendant sprinkler heads in perimeter offices with dropped ceilings.
2. 2 ½" fire service riser with tamper and flow switches connected to the fire alarm system. Service is located at the southwest of the building. See photo 11.
3. Fire extinguishers are provided at several locations. See photos 12 and 13.

The following are our field observation comments and recommendations:

1. 2 ½" fire service riser is currently located at the exterior wall of the expansion area of the building which is to be removed as part of the restoration scope. This system shall be relocated.

VII. Electrical Report

Summary:

A visual inspection of the existing electrical system and devices throughout the building, including electrical panels, lighting, and fire alarm systems was performed.

The electrical system consist of the following:

1. The building is served with an overhead electrical service from a pole-mounted utility transformer across the roadway on the south side of the building. The service voltage is 240/120-volt, 1-phase, 3-wire. The service point feeds (1) electrical utility meter on the south exterior wall with 3-#1/0 AWG CU conductors (allowable ampacity: 150A). From the meter, same size conductors feed an 8-circuit NEMA 3R load center through a 200A double throw safety switch used as a manual transfer switch. The other line side of the switch is connected to a 50A, 2-pole, 3-wire locking receptacle for connection to a portable generator during power outages. The service disconnecting means consists of (3) 2-pole circuit breakers (60A, 60A, & 100A) in the load center, which has an external surge protection device. The system grounding consists of a grounding electrode conductor derived at the electrical meter and bonded to a metal water pipe at a hose bibb below the service equipment and to (1) driven ground rod. See photos 14 through 20.
2. In the interior, there is (1) 12-circuit, 2P/60A MCB load center fed from the exterior load center. See photos 21 & 22.
3. Exterior lighting consists of surface-mounted keyless lamp holders overhead in the covered walkway areas on the north and east sides, and (2) wall-mounted luminaires by the police department entrance on the west side. The parking area has no luminaires. See photos 23, 24, & 25.
4. Interior lighting consists of the following:
 - a. Central space: Surface-mount linear fluourescent decorative luminaries, ceiling fan/lights, and a lighting track fixture (by the fireplace). See photos 26 & 27.

- b. Restrooms: Surface-mount fluorescent strip. See photo 28.
 - c. North perimeter addition: Surface-mount linear fluorescent wraparound luminaires. See photo 29.
 - d. West perimeter addition: Surface-mount linear fluorescent wraparound luminaires (missing the prismatic diffusers) and incandescent downlights (in the police holding cell). See photos 30 & 31.
 - e. South perimeter addition: A recessed 2'x4' troffer, surface-mount linear fluorescent wraparound luminaires, and surface-mount fluorescent strips. See photos 32 & 33.
 - f. No emergency lighting was observed.
5. Thermoplastic exit signs with battery back-up are located at exits doors from the central space (east and west sides). See photos 34 & 35.
 6. There is a "Faraday" Fire Alarm System that monitors the fire sprinkler flow and tamper switches, and initiation and notification devices throughout the building. The control panel is located in the entry vestibule of the police department in the west perimeter addition. Manual pull stations are installed at all exit doors and by the control panel. Notification and initiation devices are installed throughout the building, and the entire system appears to be code-compliant. See photos 36 through 39.
 7. The telephone, cable, and security systems main equipment is located in a low closet in the city manager's office in the south side addition. The exterior cabling is not neatly installed. Additional equipment is located on the interior south wall of the central space. See photos 40, 41, & 42.
 8. The building does not have a lightning protection system.

The following are our field observation comments and recommendations:

1. The service disconnection means are not identified. Load centers are not properly identified and/or labeled. Not all branch circuits are properly identified. They need to be properly identified per code. Moreover, the service point is located on the south exterior wall of the addition that is to be removed as part of the restoration scope. The electrical service point

will need to be relocated, and the electrical switchgear replaced where necessary, as part of that scope

2. In the perimeter additions that are to be removed as part of the restoration scope (north - break room, west - police department, and south - offices), all electrical equipment including but not limited wiring devices, light fixtures, fire alarm appliances, and wiring will need to be removed or relocated as required by the restoration scope.
3. As part of the restoration scope, the remaining central space will be restored to its original condition and be used an open assembly space for the community. The existing systems furniture partitions, along with electrical and low-voltage connections, will need to be removed.
4. As part of the restoration scope, it is recommended that the new electrical, lighting, and low-voltage device layout and installation be in a manner that best suits the historical nature of the building as dictated by the architect. It is recommended that all of the current free-wiring be placed neatly in conduit and concealed where possible.
5. Code-compliant emergency illumination will need to be provided throughout the building as part of the restoration scope.
6. Code-compliant exterior illumination will need to be provided in the building surrounds, and parking lots & access thereto as part of the restoration scope.

VIII. Photos



Photo – 1



Photo – 2



Photo – 3



Photo – 4



Photo – 5



Photo – 6



Photo – 7



Photo – 8



Photo – 9



Photo – 10



Photo – 11

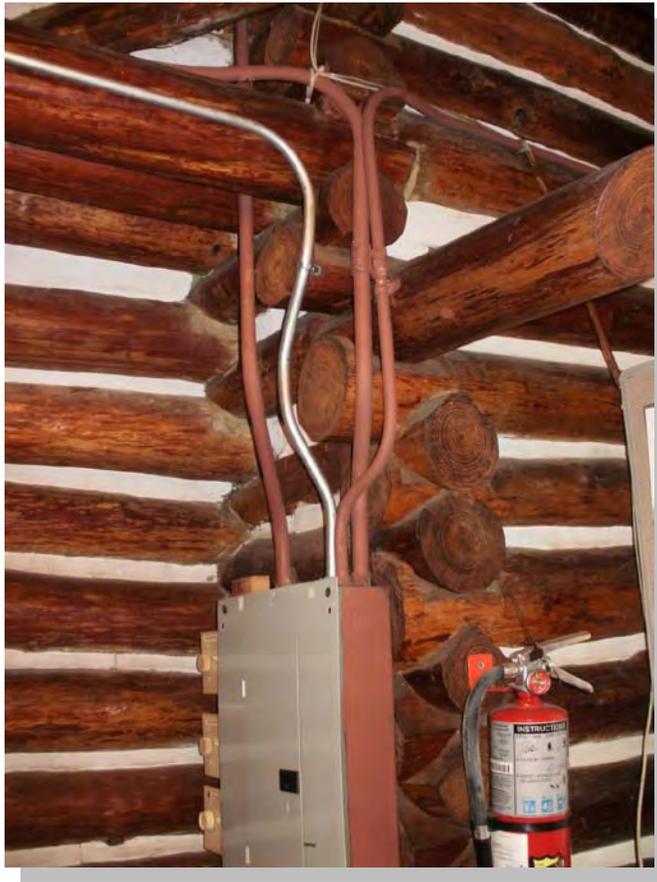


Photo – 12

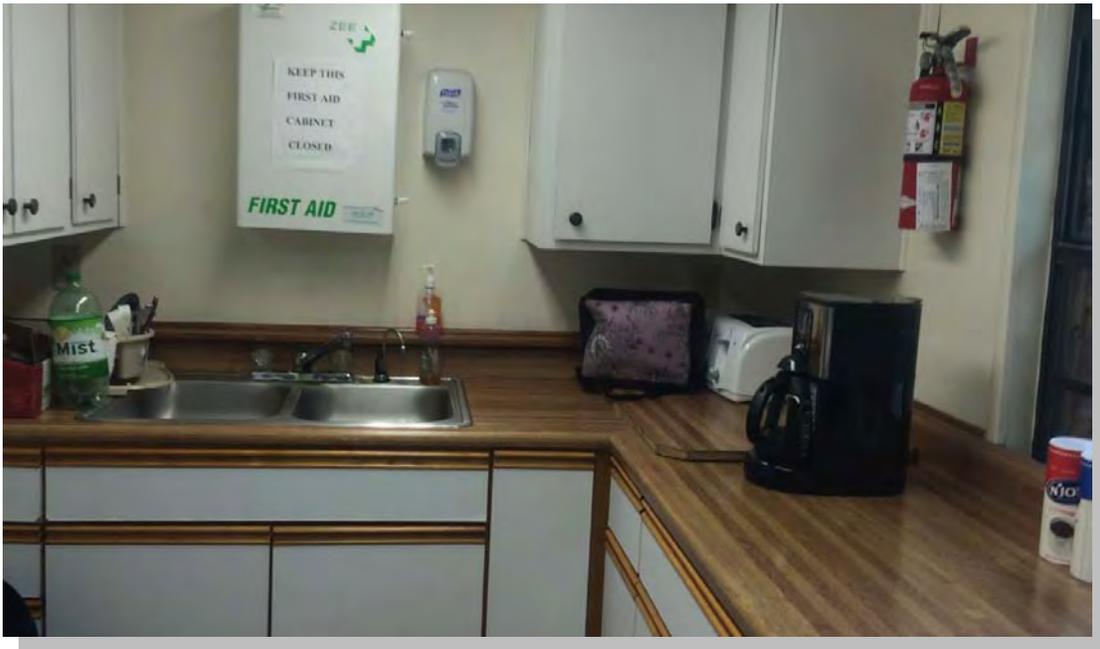


Photo – 13



Photo – 14



Photo – 15



Photo – 16



Photo – 17



Photo – 18



Photo – 19



Photo – 20



Photo – 21



Photo – 22

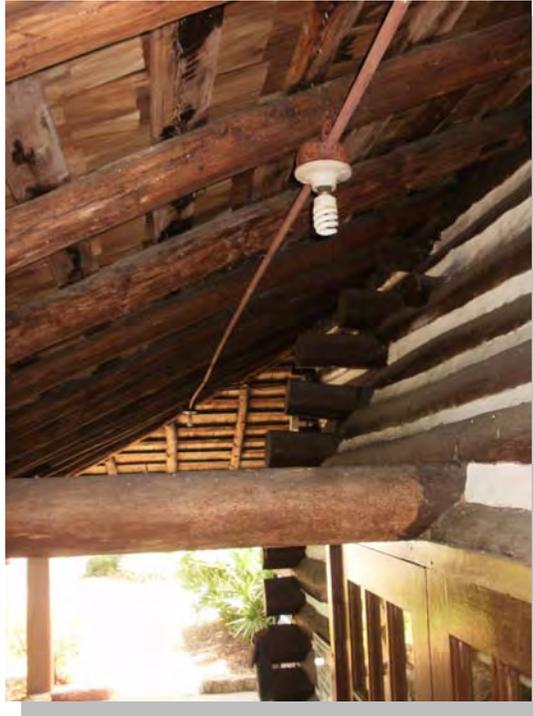


Photo – 23



Photo – 24



Photo – 25



Photo – 26



Photo – 27



Photo – 28



Photo – 29



Photo – 30

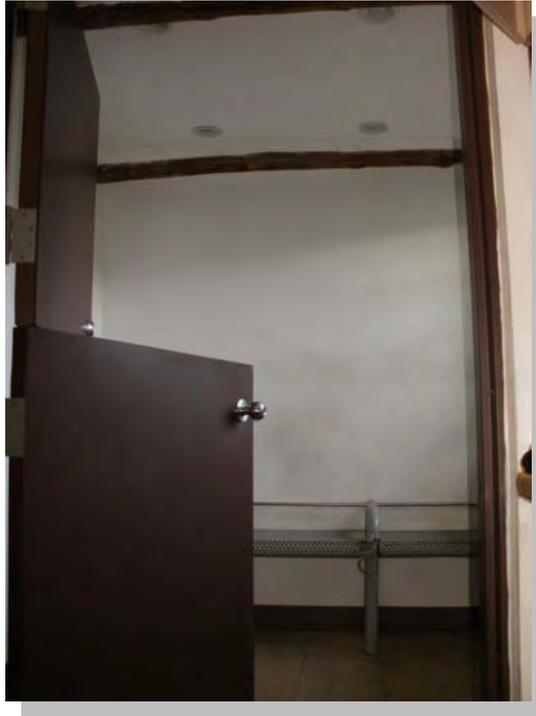


Photo – 31



Photo – 32

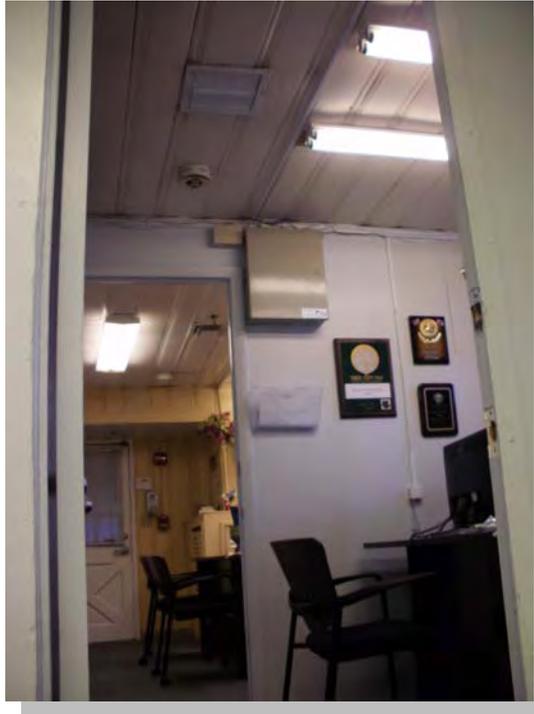


Photo – 33

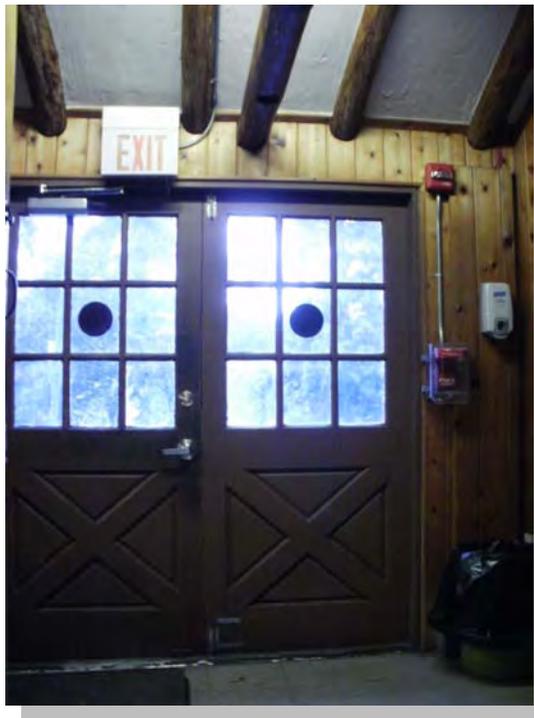


Photo – 34



Photo – 35



Photo – 36



Photo – 37



Photo – 38



Photo – 39

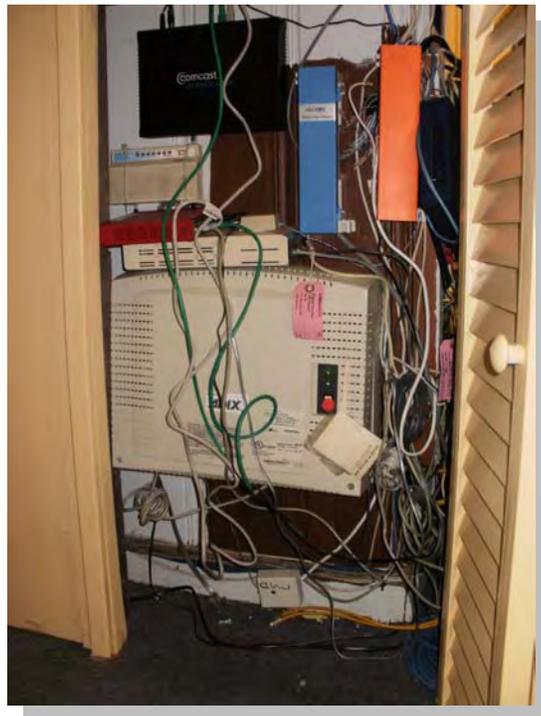


Photo – 40



Photo – 41



Photo – 42

STRUCTURAL EVALUATION REPORT FOR HISTORICAL VILLAGE HALL

AT

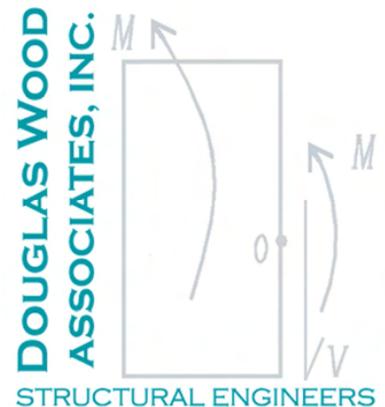
640 N.E. 114TH STREET
BISCAYNE PARK, FLORIDA

PREPARED BY:

DOUGLAS WOOD ASSOCIATES, INC.

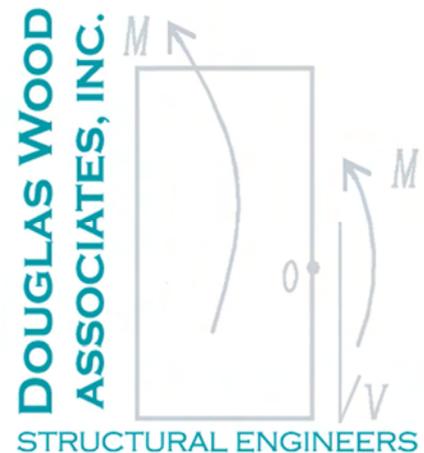
JUNE 20, 2014

WWW.DOUGLASWOOD.BIZ



2100 PONCE DE LEON BOULEVARD, SUITE 1020, CORAL GABLES, FLORIDA 33134, T: (305) 461 – 3450 F: (305) 461 – 3650

STRUCTURAL EVALUATION REPORT FOR HISTORICAL VILLAGE HALL AT 640 N.E. 114TH STREET BISCAYNE PARK, FLORIDA



June 20, 2014

STRUCTURAL EVALUATION

INTRODUCTION

General

As requested by the Village through R.J. Heisenbottle Architects, we have conducted an assessment of the present condition of the existing primary structural systems of the historical village hall located at 640 N.E. 114th Street in Biscayne Park.

Purpose

The purpose of this investigation was to provide a general assessment of the present condition of the existing primary structural systems for this historical Village Hall building, at this point in time.

Scope

This investigation includes the primary structural systems for the existing building. Primary structural systems include the following:

- wood furring for roof shingles,
- wood roof rafters, collar ties and braces,
- wood roof beams,
- wood log bearing walls,
- concrete columns,
- wood floor framing, and
- foundations.

We understand that it is intended to return the building to its original configuration. Therefore, we understand that the small building addition on the south side of the

WWW.DOUGLASWOOD.BIZ

2100 PONCE DE LEON BOULEVARD, SUITE 1020, CORAL GABLES, FLORIDA 33134, T: (305) 461 – 3450 F: (305) 461 – 3650

AFFIRMATIVE ACTION / EQUAL OPPORTUNITY EMPLOYER

EB 6353

building and the enclosures of the perimeter porch area will be removed. Therefore, we did not assess those items.

Primary structural systems do not include roof shingles or other waterproofing systems, doors, windows, decorative elements, fixtures and architectural finishes.

Roofing, insect infestations (including termites and other wood-destroying insects), mechanical and electrical systems, environmental issues (including radon and ground contamination) and hazardous materials (including lead paint and asbestos) are not included in the scope of this structural assessment.

METHODOLOGY AND LIMITATIONS

This investigation was conducted by visual observations. Many of the structural members are presently visible. The building is occupied. Many structural members, including the floor framing and foundations, are concealed from view, some of the structural members and/or their connections cannot be directly observed because non-structural construction, fixtures or furniture conceal them. We did not destroy any existing finishes or other construction to gain access to existing structural members. Where structural members could not be directly observed, a sampling of members was observed, or observations were directed at secondary signs of structural distress such as cracks, staining and deflections. Also, due to the constraint of time, investigations did not include an exhaustive member by member inspection. Therefore, it must be expected that during future renovations and at other times, deteriorated or distressed structural components that were not directly observed or specifically reported during this investigation, may be found.

Structural calculations were not performed for this investigation. This office does not assume responsibility for the structural design or construction of this historic building. The findings presented in this report do not imply any warranty on the performance or Building Code conformance of the structural systems.

It must be noted that this building is quite old. The building codes, materials, products and practices at the time of the original construction vary considerably from those of today. This is particularly true for the design of wind resistance, but also for gravity loads. Therefore, it should be remembered that there are many aspects of the existing structural systems which do not conform to today's standards, practices and codes.

GENERAL DISCUSSIONS

In general, this building has withstood the "test of time" and proved to have structural systems that are generally adequate for the loads that have been applied to them. However, it must be recognized that the building standards, methods, products and practices of the time this building was built vary considerably from those of today. It must also be recognized that structural engineering practices for older historical buildings was at a far lower standard than that of today, and that standardization of products (such as wood member dimensions, reinforcing steel, bolts, etc.) was far

less advanced than that of today. Resistance to high wind forces in older buildings is almost always deficient relative to current standards. In general, this includes fastening and anchoring of roof structures to the structural frame, capacity of the structural frame, resistance to wind uplift and overturning throughout the structure, and protection of wall openings (doors and windows). While this building may have survived hurricane force winds, it has probably never been subjected to extremely high winds, such as were experienced within the north eye wall of Hurricane Andrew further south in Miami-Dade County back in 1992. It must also be recognized that there is some degree of deterioration of the existing structural systems.

GENERAL DESCRIPTION OF EXISTING STRUCTURAL SYSTEMS

General

This historic building was reportedly constructed in 1933. It is a single story building (Refer to Photograph No. 1). Originally, the building had a roofed porch all around its perimeter (Refer to Photographs Nos. 2 and 3). Subsequently, walls were erected to enclose much of the porch area on the north, east and south sides of the building (Refer to Photographs Nos. 4 and 5). The porch remains much as the original on the east side of the building (Refer to Photograph No. 1). A small addition was constructed on the south side of the building (Refer to Photograph No. 6).

Roof

The roofing consists of wood roof shingles. There is no continuous roof sheathing of wood boards or plywood. Rather, the wood shingles are nailed to spaced wood furring strips (Refer to Photographs Nos. 7 and 8). The furring strips bear on the roof rafters which are round poles (Refer to Photograph No. 9). These poles are of varying diameter of approximately 3 ½ to 4 ½ inches. The rafters bear on the original enclosure walls (Refer to Photograph No. 10) and on wood beams at the perimeter of the porch (Refer to Photograph No. 8). The rafters are braced with a system of collar ties, "ceiling" level horizontal braces and diagonal braces (Refer to Photographs Nos. 9, 12, 13 and 14).

Many of the connections of the roof framing member are concealed from view. Of the connections that are visible, there are some that are nailed, some with straps and nails and some with steel plates and bolts (Refer to Photographs Nos. 15 through 19).

There is a small cupola at the roof ridge (Refer to Photograph Nos. 4 and 21). This cupola does not appear in historical photographs. It is assumed that it was added for ventilation.

Porch Columns

There is a series of columns all around the perimeter of the porch (Refer to Photographs Nos. 1, 4, 5, 6, 15, 16 and 17). These columns are square and are constructed of concrete. Historical photographs, however, appear to show round,

wood pole columns (Refer to Photograph No. 11). Historical photographs also show a wood guardrail system and screen enclosure around the porch (Refer to Photographs Nos. 2, 3 and 11).

Fireplace and Chimney

The fireplace is constructed of oolitic limestone with mortar joints (Refer to Photograph No. 20). It is assumed at this time that there is no reinforcement or mechanical anchoring of the stones. The chimney above the roof has a stucco finish (Refer to Photographs Nos. 6 and 21). It is not known if this stucco is applied over limestone or some other masonry (such as brick, terracotta block or concrete block).

Bearing Walls

The original enclosure walls (at back of porch) all around are bearing walls, supporting the roof. These walls are constructed of large-diameter round logs (Refer to Photographs Nos. 10, 11, 14 and 22). These logs were saddle-notched at intersecting walls. The four principle corners of the building, small protruding areas at the east and west doors, at the north side window and the south side fireplace provide some lateral bracing for the walls.

The logs for the bearing walls were placed horizontally, and the horizontal joints between them were closed with mortar. Where the mortar is missing in a couple of places, it appears that steel wool (or some similar material) was packed into the joints (perhaps even laid onto the lower log before placing the upper log) prior to applying the mortar (Refer to Photograph No. 23).

Floor

The finish floor consists of tongue and groove wood flooring (Refer to Photograph No. 24). The finish floor appears to be oak (but this was not verified).

Unfortunately, the writer could not find any access opening in the floor or stemwalls. Therefore, the structural floor members (sheathing (if any), joists, beams, interior support piers and stemwall bearing) could not be observed.

There are a few, quite small ventilation openings through the stemwalls. The writer shined a light through these openings, but vision was extremely limited. It appeared, however, that the joists may be round members. It also appeared that there were joists and beams. The plan of the floor framing could not be determined.

The floor of the porch (exterior and presently enclosed areas) is a concrete slab on ground.

Foundations

There appears to be a concrete stemwall under the main bearing walls (Refer to Photographs Nos. 25, 26 and 27).

Otherwise, the foundations were not visible. It is assumed that the footings are constructed of concrete and are shallow.

NOTED OBSERVATIONS, EVALUATIONS AND RECOMMENDATIONS

1. Roof

- a) There are some areas of wood roof framing which have suffered some insect damage (Refer to Photographs Nos. 28, 29 and 30). The writer probed some of the areas and, where probed, found the damage to be limited in depth.

Recommendation:

Where observed, areas of insect damage should be thoroughly probed. Where any significant void may exist, repair could consist of cleaning and filling voids with an epoxy wood filler, followed by sanding and staining or painting. Alternatively, the affected members could be replaced.

- b) The ends of many of the roof rafters appear to have suffered some deterioration due to rot (Refer to Photographs Nos. 16 and 30). Some sort of filler material has been previously applied to some of these areas. It also appears that some material has been applied to most of the rafter ends (Refer to Photograph No. 16, 30 and 31). We assume that this was done to protect the rafter ends from absorbing water and experiencing deterioration or further deterioration (Refer to Photograph No. 32).

Recommendation:

Where rot has significantly but not severely damaged a wood member, the member may be repaired using epoxy wood filler (followed by sanding and staining or painting), or the member may be replaced.

We also recommend that the existing material that has been applied to the rafter ends be removed. The ends of the rafters could then be treated with a fungicide and wood sealer.

- c) As previously noted, there is no roof sheathing. Roof sheathing normally performs as the diaphragm that transmits wind forces on the walls and roofs to perpendicular walls, which in turn provide lateral building support.

Recommendation:

In our opinion, roof sheathing should be provided. In addition to performing the function of the roof diaphragm, it, in conjunction with the roofing system, form a Code-recognized, impact-resistant system. Tongue-and-groove wood boards or plywood could be used for sheathing.

- d) Also as previously stated, structural systems in historical building are generally deficient relative to current Building Code requirements and

WWW.DOUGLASWOOD.BIZ

to current engineering practice. At this time and in the absence of structural engineering analysis, we assume that the existing structural roof systems do not meet current standards. To enhance them for compliance with current Code and practice, however, would likely require substantial addition of structural material. This would no doubt alter the historical appearance.

Recommendations:

Assuming that the Village accepts the likely non-compliance with current Code and practice, the Village should still consider some enhancement. In particular, many or most of the framing connections could be cost-effectively enhanced to provide greater wind resistance than at the present, and these could be accomplished without significantly altering the historical appearance.

2. Porch Columns

The concrete porch columns do not appear to be original to the building. At this time, these columns appear to be in good condition. It may be desired, however, to remove the concrete columns and replace them with wood columns to match the original condition. It should be noted, however, that these columns are located around the perimeter of the roof, and therefore, they are exposed to rain. Wood columns could, therefore, deteriorate over time.

3. Fireplace and Chimney

The fireplace and chimney appear to be in fair condition. As with other structural systems in the building, this structure likely does not meet current Code requirements and structural engineering practice.

There is no practical method to enhance this structure in place. If the configuration of masonry can be adequately determined, it might be possible to core through the stone and install stainless steel or glass fiber rods in grout to strengthen the wall. This method, however, would be expensive and would provide only a limited level of enhancement.

4. Bearing Walls

- a. Since the main bearing walls have been protected from rain, the wood remains in generally good condition.
- b. As with all other structural systems in the building, it is doubtful that these walls meet current Building Code requirements and current structural engineering practice for wind resistance (particularly at window jambs). On the other hand, these walls do not exhibit signs of distress due to load. Enhancement of the log bearing walls does not appear to be practical without significantly altering the historical appearance.

Recommendations:

In the absence of very significant enhancement to the existing structural systems, we recommend that the Village assure that this building is evacuated upon the issuance of a hurricane warning by the National Weather Service.

- c. The mortar in the log joints is cracked in many areas, and it is missing in several areas.

Recommendations:

The mortar should at least be replaced where it is loose or missing. It should also be refilled where the logs may have shrunk away from the mortar over time. Alternatively, it may be decided to remove all of the mortar and repoint all of the joints. The presence and condition of the existing steel wool in the joints can also be confirmed and replaced or replenished as appropriate.

If it is decided to repoint all of the joints, then it would be appropriate to research currently available products for chinking which would provide better sealing and better thermal insulation, while allowing for small movements in the logs.

5. Floor

- a. As previously stated, there is presently no access to the crawl space beneath the floor. Therefore, the existing floor framing and its condition could not be directly observed.
- b. Some condition issues were noted without entering the crawl space.
 - 1. The floor throughout the space is somewhat bouncy. This condition is often associated with an undersizing of the framing.
 - 2. The floor surface seems to dip somewhat toward the original west entrance (now, the door to the police area). The door frames to the nearby restrooms are racked due to the floor deflection).
 - 3. There are a few areas of minor insect damage in the finish floor (Refer to Photograph No. 24).
- c. There are a few small ventilation openings through the stemwall to the crawl space below the floor (Refer to Photograph No. 27). Unfortunately, these openings are presently only located on the east and north sides of the building. The others have been covered and/or filled in with the additions along the north, west and south sides of the building (Refer to Photographs Nos. 25 and 26). Even two openings on the east side have been restricted by the raised concrete walkway (to provide accessibility to the eastern door).

The remaining openings do not provide much ventilation for the crawl space. This lack of ventilation could result in a damp condition in the crawl space which could potentially support fungal growth and rot. The writer observed and the building occupants reported that there are millipedes in the building. Millipedes are drawn to dark and damp places. The presence of millipedes in the building may be an indication of damp conditions in the crawl space.

Recommendations:

In our opinion, additional investigation of the floor is necessary. Access openings should be made through the floor so that the existing framing and its condition can be directly observed.

We assume that it is intended to use the restored building for community meetings and gatherings. Therefore, the floor must be made safe for such loadings. In our opinion, the existing floor should be enhanced as required to support a 100 lbs. per square foot live load. For the proposed restoration and renovation, it will likely also be necessary to open the floor for the installation of new mechanical, electrical and plumbing systems.

In all likelihood, it will be appropriate to substantially reframe the floor. It will also be appropriate to install plywood floor sheathing before replacing the wood finish floor.

Additional ventilation will need to be provided to the crawl space. As an alternative to ventilation, at a reasonable additional cost, it is also possible to completely seal the ground below the crawl space and the stemwalls around the crawl space. This approach will provide better thermal performance and greater protection against insects and fungus.

6. Foundations

The foundations were not visible for this investigation. It is assumed that they are constructed of concrete and are shallow. Our experience with small buildings of this age is that foundations can be quite small. It is also our experience that floor beams may be supported on loose concrete masonry units or similar items.

Again, we recommend additional investigation. Again, access openings should be made in the floor so that observations may be made in the crawl space. We further recommend that some excavations be made in select locations so that existing foundations can be observed. Based on this further investigation, it may become appropriate to enhance some foundation conditions.



PHOTOGRAPH NO. 1



PHOTOGRAPH NO. 2 (HISTORICAL)



PHOTOGRAPH NO. 3 (HISTORICAL)



PHOTOGRAPH NO. 4



PHOTOGRAPH NO. 5



PHOTOGRAPH NO. 6



PHOTOGRAPH NO. 7



PHOTOGRAPH NO. 8



PHOTOGRAPH NO. 9



PHOTOGRAPH NO. 10



PHOTOGRAPH NO. 11 (HISTORICAL)



PHOTOGRAPH NO. 12



PHOTOGRAPH NO. 13



PHOTOGRAPH NO. 14 (HISTORICAL)



PHOTOGRAPH NO. 15



PHOTOGRAPH NO. 16



PHOTOGRAPH NO. 17



PHOTOGRAPH NO. 18



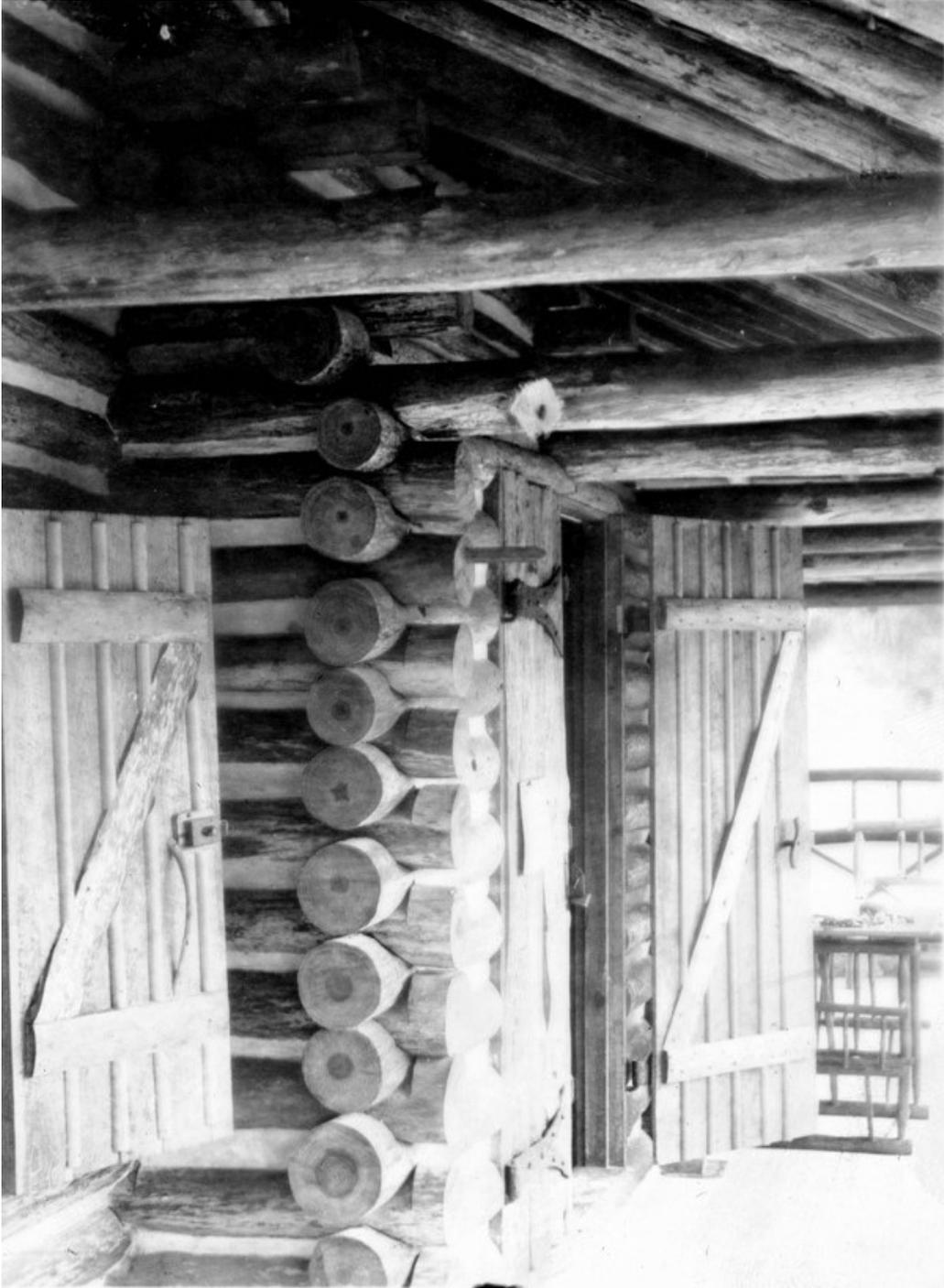
PHOTOGRAPH NO. 19



PHOTOGRAPH NO. 20



PHOTOGRAPH NO. 21



PHOTOGRAPH NO. 22 (HISTORICAL)



PHOTOGRAPH NO. 23



PHOTOGRAPH NO. 24



PHOTOGRAPH NO. 25



PHOTOGRAPH NO. 26



PHOTOGRAPH NO. 27



PHOTOGRAPH NO. 28



PHOTOGRAPH NO. 29



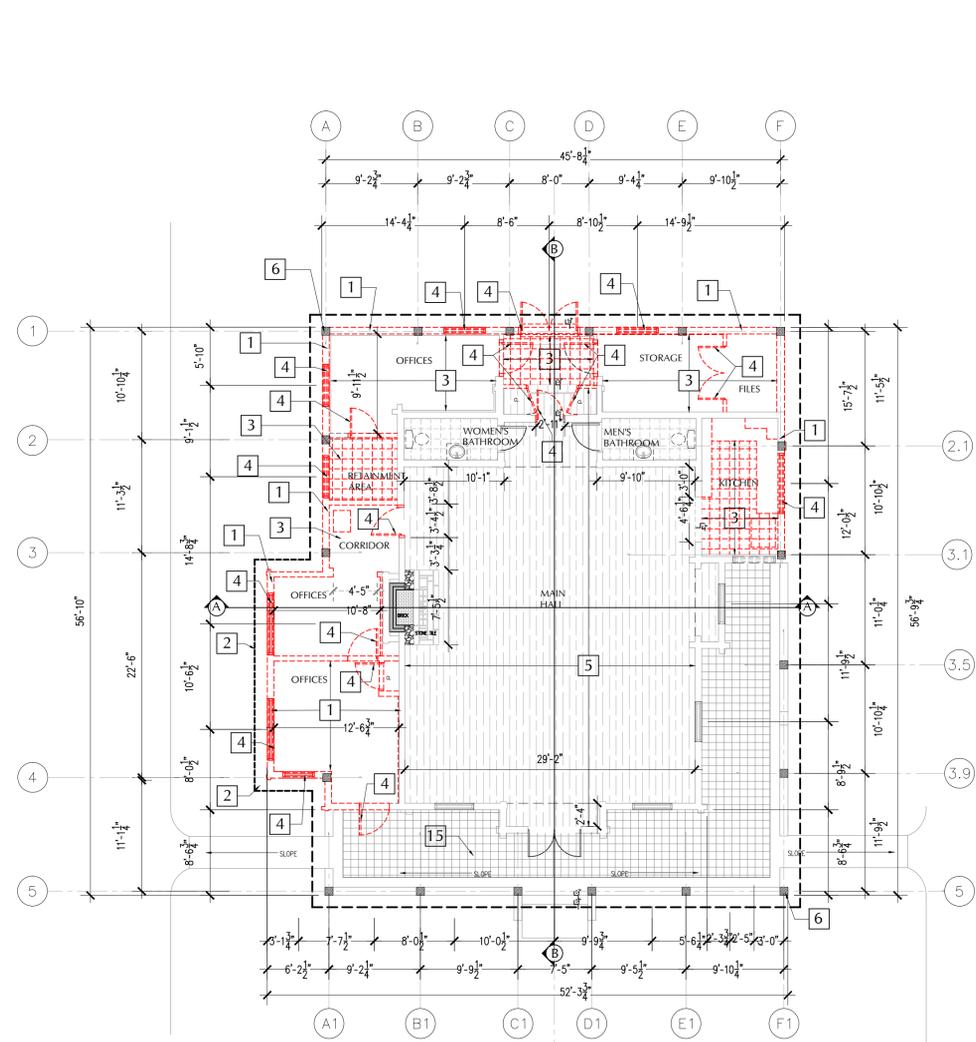
PHOTOGRAPH NO. 30



PHOTOGRAPH NO. 31

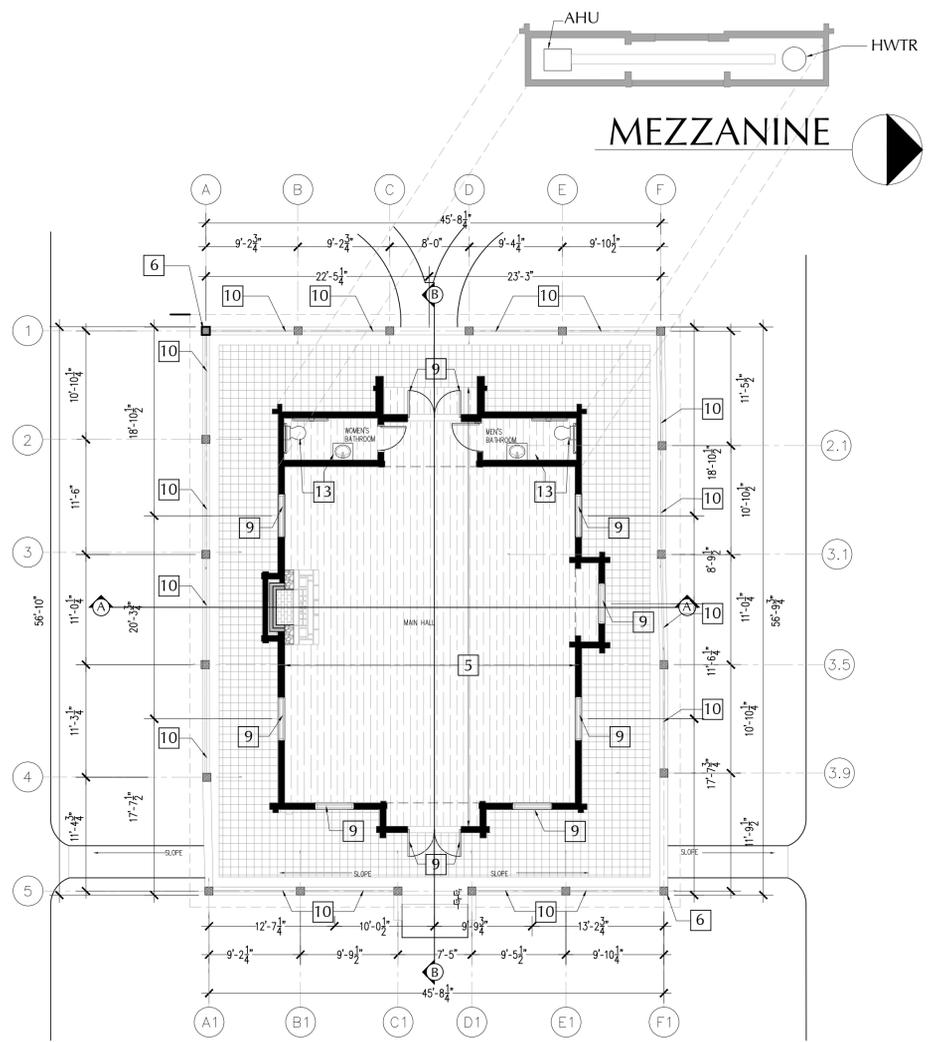


PHOTOGRAPH NO. 32



SELECTIVE DEMOLITION FLOOR PLAN 

SCALE: 1/8" = 1'-0"



PROPOSED RESTORATION FLOOR PLANS 

SCALE: 1/8" = 1'-0"

RESTORATION KEYNOTES:

- | | | |
|---|---|--|
| 1 REMOVE EXISTING NON HISTORIC BUILDING ADDITION IN ITS ENTIRETY | 6 CONCRETE COLUMNS TO REMAIN (TYP.) | 11 NEW WOOD SHUTTERS TO MATCH ORIGINAL |
| 2 REMOVE EXISTING NON HISTORIC ROOF STRUCTURE and NON HISTORIC CUPOLA | 7 REMOVE/REPLACE EXISTING A/C UNIT AND ALL DUCTWORK | 12 CLAD STONE FACING ON EXIST'G CHIMNEY TO MATCH HISTORIC CORAL ROCK |
| 3 REMOVE EXISTING NON HISTORIC FLOOR | 8 NEW WOOD SHINGLE ROOF TO MATCH ORIGINAL | 13 NEW BATHROOM FIXTURES |
| 4 REMOVE EXISTING NON HISTORIC WINDOWS/DOORS | 9 NEW WOOD WINDOWS/DOORS TO MATCH HISTORIC DESIGN | 14 NEW AC + WATER HEATER |
| 5 ORIGINAL WOOD FLOOR TO REMAIN, REFINISH | 10 NEW LOG RAILINGS TO MATCH ORIGINAL | 15 EXISTING CONCRETE SLAB WITH SCORE LINES TO REMAIN |

HP-1

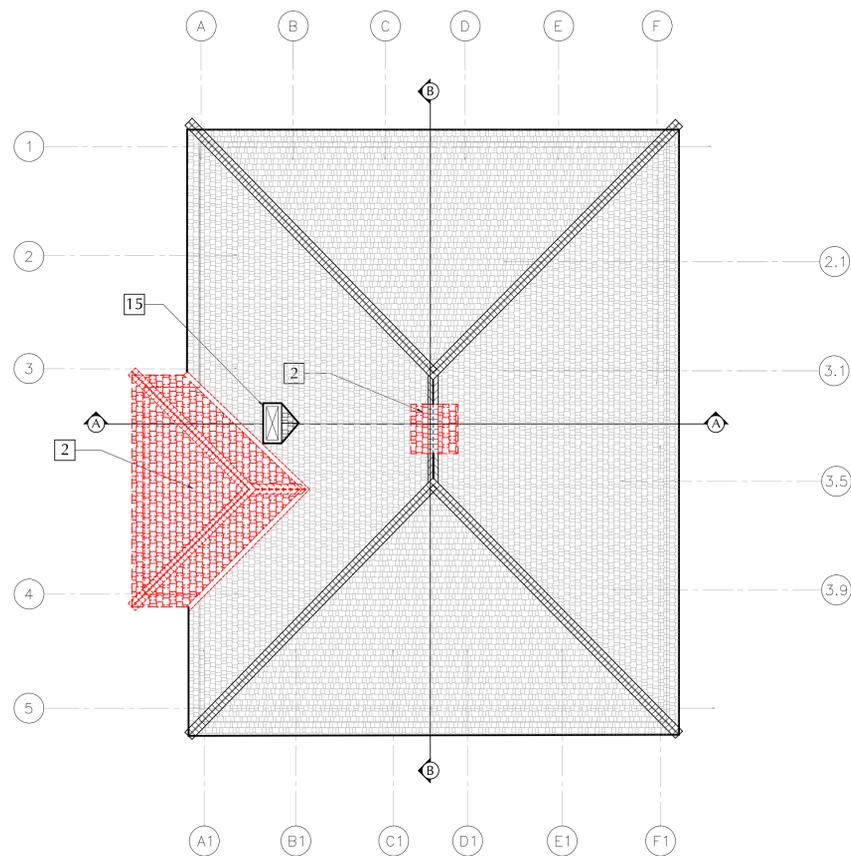


BISCAYNE PARK VILLAGE HALL RESTORATION
VILLAGE OF BISCAYNE PARK

640 N.E. 114TH STREET, BISCAYNE PARK VILLAGE, FLORIDA
 JUNE 25, 2014

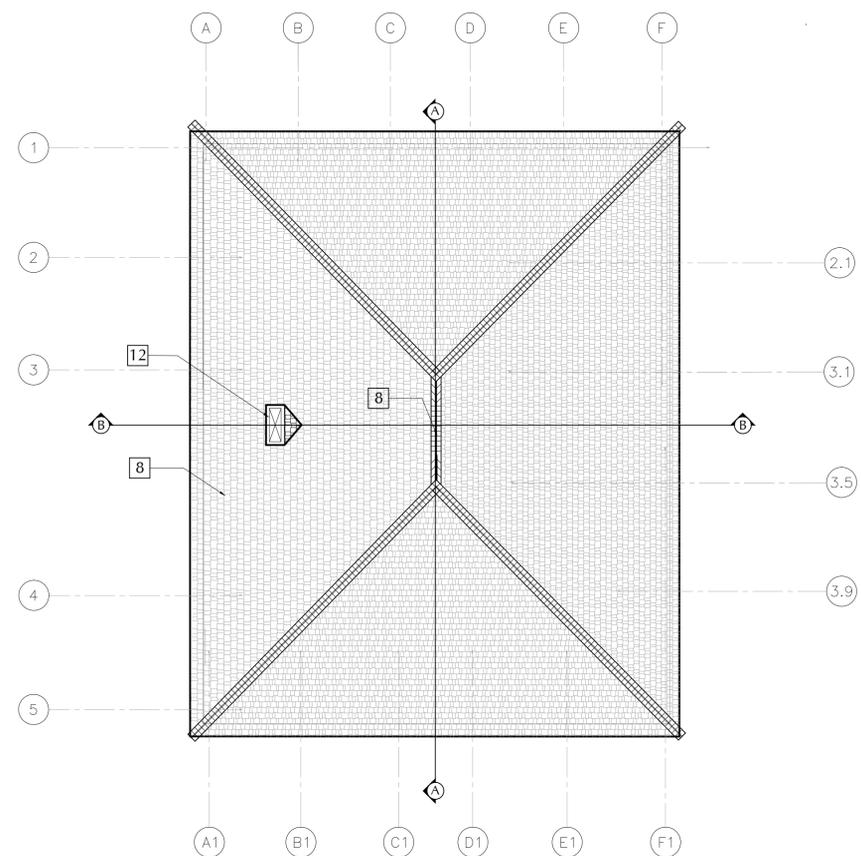
RJ HEISENBOTTLE
 ARCHITECTS

2199 PONCE DE LEON BLVD., SUITE 400
 CORAL GABLES, FL 33134 TELEPHONE:
 305/446-7799 FAX: 305/446-9275 FLORIDA
 REGISTRATION NUMBER: AR 0010865



SELECTIVE DEMOLITION ROOF PLAN

SCALE: 1/8" = 1'-0"



PROPOSED RESTORATION ROOF PLAN

SCALE: 1/8" = 1'-0"



RESTORATION KEYNOTES:

- 1 REMOVE EXISTING NON HISTORIC BUILDING ADDITION IN ITS ENTIRETY
- 2 REMOVE EXISTING NON HISTORIC ROOF STRUCTURE and NON HISTORIC CUPOLA
- 3 REMOVE EXISTING NON HISTORIC FLOOR
- 4 REMOVE EXISTING NON HISTORIC WINDOWS/DOORS
- 5 ORIGINAL WOOD FLOOR TO REMAIN, REFINISH

- 6 CONCRETE COLUMNS TO REMAIN (TYP.)
- 7 REMOVE/REPLACE EXISTING A/C UNIT AND ALL DUCTWORK
- 8 NEW WOOD SHINGLE ROOF TO MATCH ORIGINAL
- 9 NEW WOOD WINDOWS/DOORS TO MATCH HISTORIC DESIGN
- 10 NEW LOG RAILINGS TO MATCH ORIGINAL

- 11 NEW WOOD SHUTTERS TO MATCH ORIGINAL
- 12 CLAD STONE FACING ON EXIST'G CHIMNEY TO MATCH HISTORIC CORAL ROCK
- 13 NEW BATHROOM FIXTURES
- 14 NEW AC + WATER HEATER
- 15 EXISTING CONCRETE SLAB WITH SCORE LINES TO REMAIN

HP-2

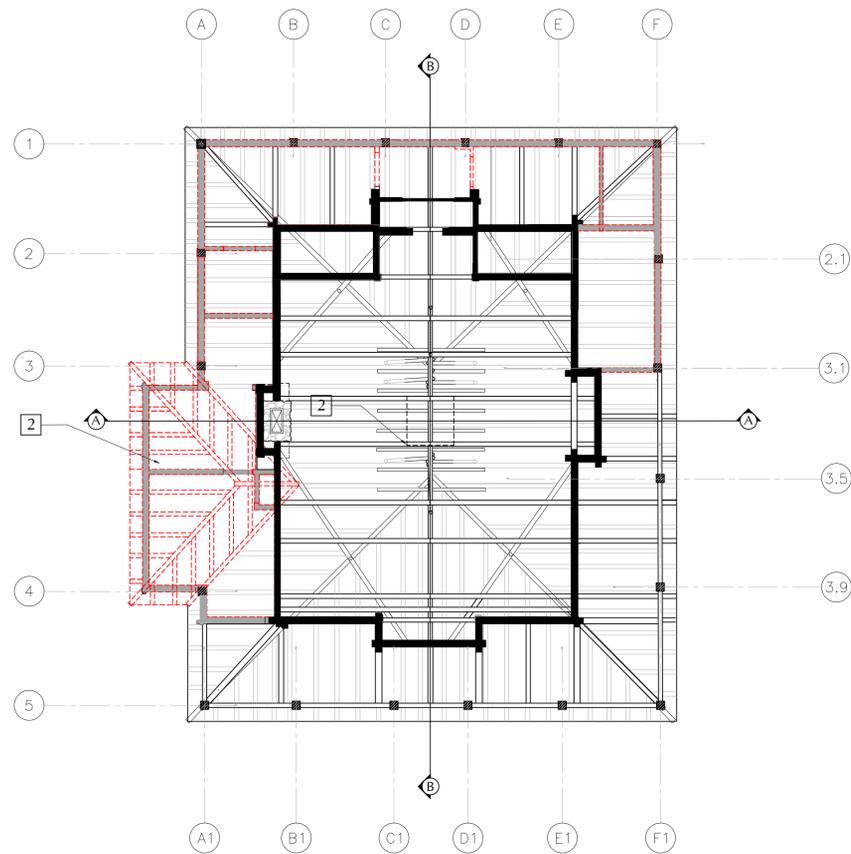


BISCAYNE PARK VILLAGE HALL RESTORATION
VILLAGE OF BISCAYNE PARK

640 N.E. 114TH STREET, BISCAYNE PARK VILLAGE, FLORIDA
JUNE 25, 2014

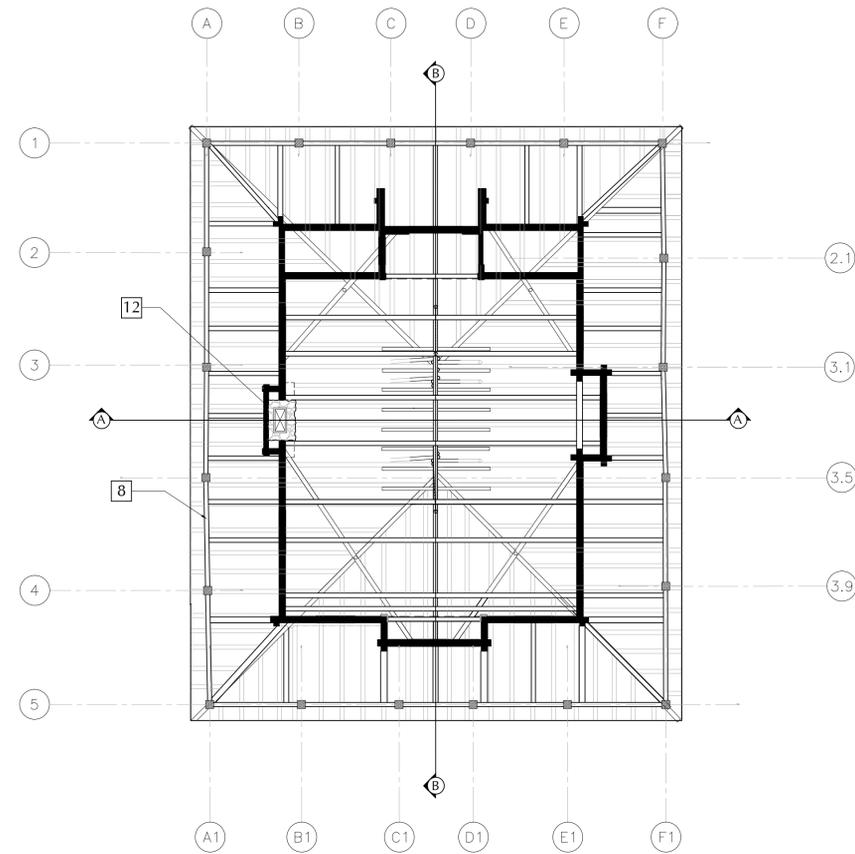
RJ HEISENBOTTLE
ARCHITECTS

2199 PONCE DE LEON BLVD., SUITE 400
CORAL GABLES, FL 33134 TELEPHONE:
305/446-7799 FAX: 305/446-9275 FLORIDA
REGISTRATION NUMBER: AR 0010865



SELECTIVE DEMOLITION FRAMING PLAN

SCALE: 1/8" = 1'-0"



PROPOSED RESTORATION FRAMING PLAN

SCALE: 1/8" = 1'-0"



RESTORATION KEYNOTES:

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> 1 REMOVE EXISTING NON HISTORIC BUILDING ADDITION IN ITS ENTIRETY 2 REMOVE EXISTING NON HISTORIC ROOF STRUCTURE and NON HISTORIC CUPOLA 3 REMOVE EXISTING NON HISTORIC FLOOR 4 REMOVE EXISTING NON HISTORIC WINDOWS/DOORS 5 ORIGINAL WOOD FLOOR TO REMAIN, REFINISH | <ul style="list-style-type: none"> 6 CONCRETE COLUMNS TO REMAIN (TYP.) 7 REMOVE/REPLACE EXISTING A/C UNIT AND ALL DUCTWORK 8 NEW WOOD SHINGLE ROOF TO MATCH ORIGINAL 9 NEW WOOD WINDOWS/DOORS TO MATCH HISTORIC DESIGN 10 NEW LOG RAILINGS TO MATCH ORIGINAL | <ul style="list-style-type: none"> 11 NEW WOOD SHUTTERS TO MATCH ORIGINAL 12 CLAD STONE FACING ON EXISTING CHIMNEY TO MATCH HISTORIC CORAL ROCK 13 NEW BATHROOM FIXTURES 14 NEW AC + WATER HEATER |
|--|---|---|

HP-3

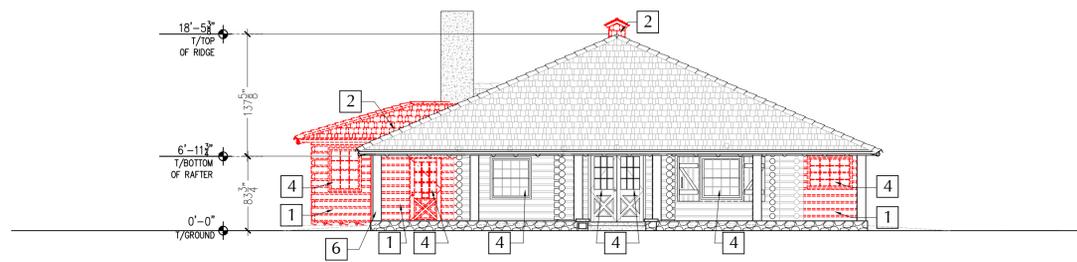


BISCAYNE PARK VILLAGE HALL RESTORATION
VILLAGE OF BISCAYNE PARK

640 N.E. 114TH STREET, BISCAYNE PARK VILLAGE, FLORIDA
JUNE 25, 2014

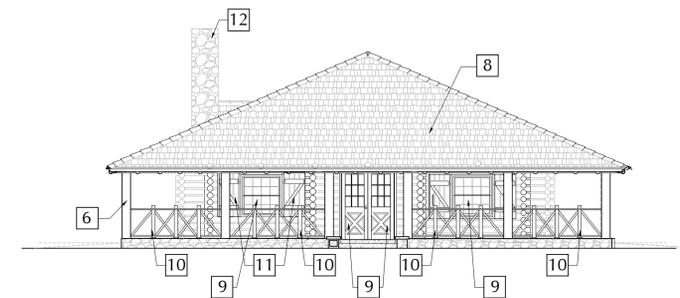
RJ HEISENBOTTLE
ARCHITECTS

2199 PONCE DE LEON BLVD., SUITE 400
CORAL GABLES, FL 33134 TELEPHONE:
305/446-7799 FAX: 305/446-9275 FLORIDA
REGISTRATION NUMBER: AR 0010865



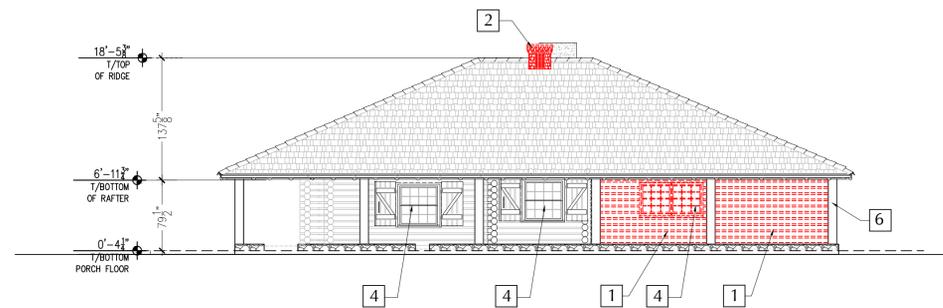
SELECTIVE DEMOLITION EAST ELEVATION

SCALE: 1/8" = 1'-0"



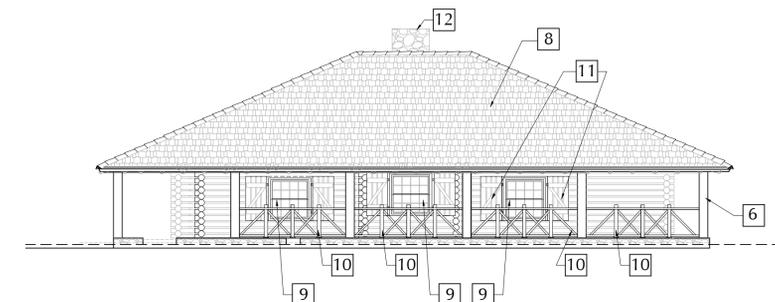
PROPOSED RESTORATION EAST ELEVATION

SCALE: 1/8" = 1'-0"



SELECTIVE DEMOLITION NORTH ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED RESTORATION NORTH ELEVATION

SCALE: 1/8" = 1'-0"

RESTORATION KEYNOTES:

- | | | |
|---|---|--|
| 1 REMOVE EXISTING NON HISTORIC BUILDING ADDITION IN ITS ENTIRETY | 6 CONCRETE COLUMNS TO REMAIN (TYP.) | 11 NEW WOOD SHUTTERS TO MATCH ORIGINAL |
| 2 REMOVE EXISTING NON HISTORIC ROOF STRUCTURE and NON HISTORIC CUPOLA | 7 REMOVE/REPLACE EXISTING A/C UNIT AND ALL DUCTWORK | 12 CLAD STONE FACING ON EXIST'G CHIMNEY TO MATCH HISTORIC CORAL ROCK |
| 3 REMOVE EXISTING NON HISTORIC FLOOR | 8 NEW WOOD SHINGLE ROOF TO MATCH ORIGINAL | 13 NEW BATHROOM FIXTURES |
| 4 REMOVE EXISTING NON HISTORIC WINDOWS/DOORS | 9 NEW WOOD WINDOWS/DOORS TO MATCH HISTORIC DESIGN | 14 NEW AC + WATER HEATER |
| 5 ORIGINAL WOOD FLOOR TO REMAIN, REFINISH | 10 NEW LOG RAILINGS TO MATCH ORIGINAL | 15 EXISTING CONCRETE SLAB WITH SCORE LINES TO REMAIN |

HP-4



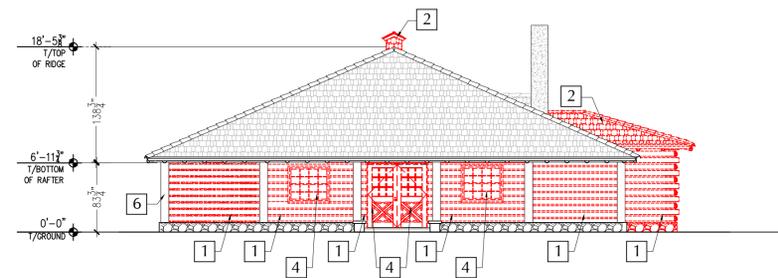
BISCAYNE PARK VILLAGE HALL RESTORATION

VILLAGE OF BISCAYNE PARK

640 N.E. 114TH STREET, BISCAYNE PARK VILLAGE, FLORIDA
JUNE 25, 2014

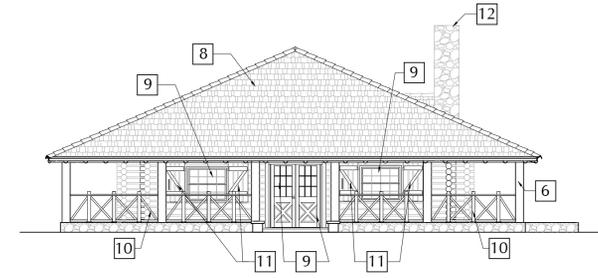
RJ HEISENBOTTLE
ARCHITECTS

2199 PONCE DE LEON BLVD., SUITE 400
CORAL GABLES, FL 33134 TELEPHONE:
305/446-7799 FAX: 305/446-9275 FLORIDA
REGISTRATION NUMBER: AR 0010865



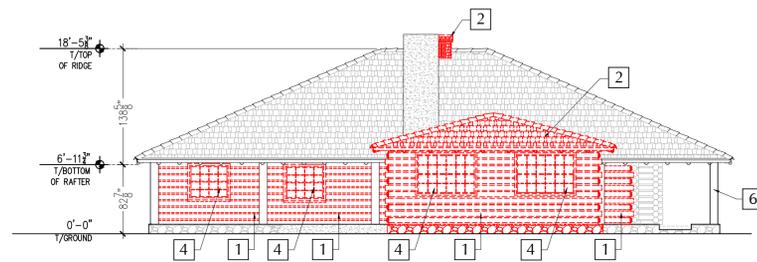
SELECTIVE DEMOLITION WEST ELEVATION

SCALE: 1/8" = 1'-0"



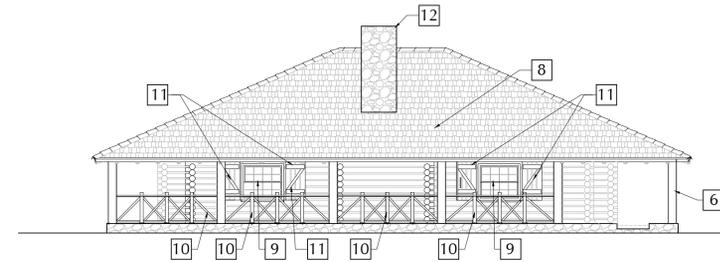
PROPOSED RESTORATION WEST ELEVATION

SCALE: 1/8" = 1'-0"



SELECTIVE DEMOLITION SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



PROPOSED RESTORATION SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

RESTORATION KEYNOTES:

- 1 REMOVE EXISTING NON HISTORIC BUILDING ADDITION IN ITS ENTIRETY
- 2 REMOVE EXISTING NON HISTORIC ROOF STRUCTURE and NON HISTORIC CUPOLA
- 3 REMOVE EXISTING NON HISTORIC FLOOR
- 4 REMOVE EXISTING NON HISTORIC WINDOWS/DOORS
- 5 ORIGINAL WOOD FLOOR TO REMAIN, REFINISH

- 6 CONCRETE COLUMNS TO REMAIN (TYP.)
- 7 REMOVE/REPLACE EXISTING A/C UNIT AND ALL DUCTWORK
- 8 NEW WOOD SHINGLE ROOF TO MATCH ORIGINAL
- 9 NEW WOOD WINDOWS/DOORS TO MATCH HISTORIC DESIGN
- 10 NEW LOG RAILINGS TO MATCH ORIGINAL

- 11 NEW WOOD SHUTTERS TO MATCH ORIGINAL
- 12 CLAD STONE FACING ON EXIST'G CHIMNEY TO MATCH HISTORIC CORAL ROCK
- 13 NEW BATHROOM FIXTURES
- 14 NEW AC + WATER HEATER
- 15 EXISTING CONCRETE SLAB WITH SCORE LINES TO REMAIN

HP-5

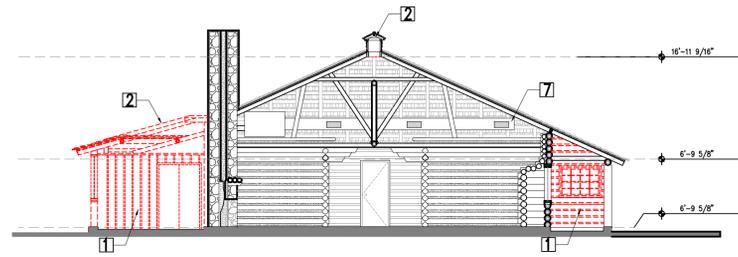


BISCAYNE PARK VILLAGE HALL RESTORATION
VILLAGE OF BISCAYNE PARK

640 N.E. 114TH STREET, BISCAYNE PARK VILLAGE, FLORIDA
JUNE 25, 2014

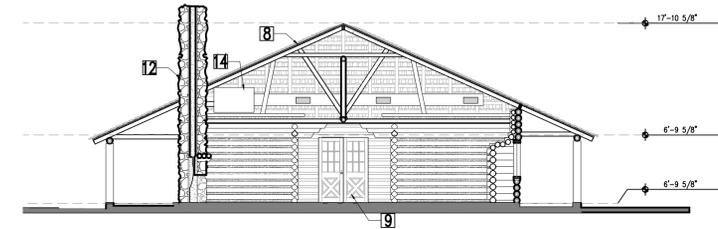
RJ HEISENBOTTLE
ARCHITECTS

2199 PONCE DE LEON BLVD., SUITE 400
CORAL GABLES, FL 33134 TELEPHONE:
305/446-7799 FAX: 305/446-9275 FLORIDA
REGISTRATION NUMBER: AR 0010865



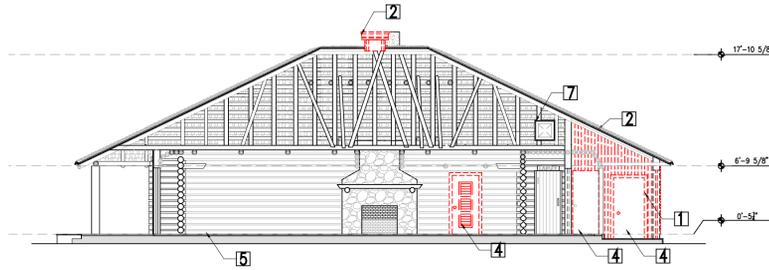
SELECTIVE DEMOLITION SECTION A-A

SCALE: 1/8" = 1'-0"



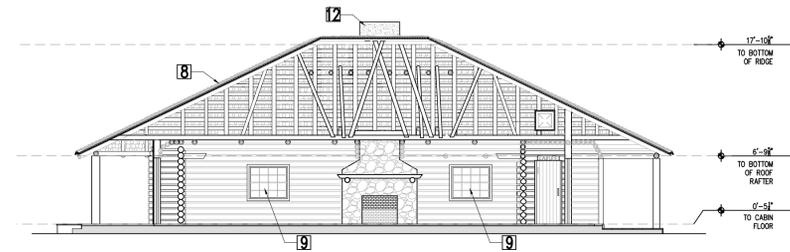
PROPOSED RESTORATION SECTION A-A

SCALE: 1/8" = 1'-0"



SELECTIVE DEMOLITION SECTION B-B

SCALE: 1/8" = 1'-0"



PROPOSED RESTORATION SECTION B-B

SCALE: 1/8" = 1'-0"

RESTORATION KEYNOTES:

- | | | |
|---|---|--|
| 1 REMOVE EXISTING NON HISTORIC BUILDING ADDITION IN ITS ENTIRETY | 6 CONCRETE COLUMNS TO REMAIN (TYP.) | 11 NEW WOOD SHUTTERS TO MATCH ORIGINAL |
| 2 REMOVE EXISTING NON HISTORIC ROOF STRUCTURE and NON HISTORIC CUPOLA | 7 REMOVE/REPLACE EXISTING A/C UNIT AND ALL DUCTWORK | 12 CLAD STONE FACING ON EXIST'G CHIMNEY TO MATCH HISTORIC CORAL ROCK |
| 3 REMOVE EXISTING NON HISTORIC FLOOR | 8 NEW WOOD SHINGLE ROOF TO MATCH ORIGINAL | 13 NEW BATHROOM FIXTURES |
| 4 REMOVE EXISTING NON HISTORIC WINDOWS/DOORS | 9 NEW WOOD WINDOWS/DOORS TO MATCH HISTORIC DESIGN | 14 NEW AC + WATER HEATER |
| 5 ORIGINAL WOOD FLOOR TO REMAIN, REFINISH | 10 NEW LOG RAILINGS TO MATCH ORIGINAL | |

HP-6



BISCAYNE PARK VILLAGE HALL RESTORATION
VILLAGE OF BISCAYNE PARK

640 N.E. 114TH STREET, BISCAYNE PARK VILLAGE, FLORIDA
JUNE 25, 2014

RJ HEISENBOTTLE
ARCHITECTS

2199 PONCE DE LEON BLVD., SUITE 400
CORAL GABLES, FL 33134 TELEPHONE:
305/446-7799 FAX: 305/446-9275 FLORIDA
REGISTRATION NUMBER: AR 0010865

BISCAYNE PARK HISTORIC LOG CABIN
BUILDING EVALUATION AND RECOMMENDATION REPORT
BUDGET

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 Trailor	\$ 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%	\$	<u>53,966.40</u>
Total Construction Cost	\$	419,139.04
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	\$	<u>3,500.00</u>
Total Soft Cost Expense	\$	52,913.90
Contingency for Unforeseen Conditions	\$	<u>25,000.00</u>
TOTAL PROJECT BUDGET ESTIMATE	\$	<u>497,052.94</u>