

RESOLUTION NO. 04-217

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED THE ROADWAY RESURFACING BID TO WEEKLEY ASPHALT PAVING, INC. AND APPROVING THE AGREEMENT; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, for the past year, the Town of Miami Lakes (the "Town") has been providing roadway resurfacing services ("Roadway Resurfacing") throughout the Town's streets through H and R Paving, under the "Miscellaneous Public Works" contract, which expired on February 24, 2004; and

WHEREAS, the Town publicly advertised bids for Roadway Resurfacing, which were available to contractors on January 27, 2004; and

WHEREAS, ten (10) bids were received and on March 1, 2004, bids were publicly opened; and

WHEREAS, the Town Manager recommends the selection of Weekley Asphalt Paving, Inc. ("Weekley") as the lowest bid; and

WHEREAS, the Town Council finds that approving the contract with Weekley for Roadway Resurfacing is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Agreement. The bid for roadway resurfacing is awarded to Weekley Asphalt Paving, Inc. and the Agreement for Roadway Resurfacing within the Town between the Town of Miami Lakes and Weekley Asphalt Paving, Inc. (the "Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Mayor is authorized to execute the Agreement on behalf of the Town.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of March, 2004.

Motion to adopt by Collins, second by Thomson.

FINAL VOTE AT ADOPTION 6-0

Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Absent</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>
Councilmember Michael Pizzi	<u>Yes</u>
Councilmember Nancy Simon	<u>Yes</u>
Councilmember Peter Thomson	<u>Yes</u>

Wayne Sláton
Wayne Sláton
MAYOR

ATTEST:

Beat M. Arguelles
Beatris M. Arguelles, CMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

W. M. Serota
Weiss, Serota, Helfman, Pastoriza, Guedes
Cole & Boniske, P.A.
TOWN ATTORNEY

**AGREEMENT FOR
ROADWAY RESURFACING SERVICES**

THIS AGREEMENT is made this 9th day of March, 2004 by and between the Town of Miami Lakes, Florida (the "Town") and Weekley Asphalt Paving, Inc. (the Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1.1 **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications of this Agreement, provided in the bid documents and attached herein as Exhibit "A" (the "Work").

1.2 **COMPENSATION/PAYMENT**-

1.2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

1.2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

1.2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal, which is attached as Exhibit "B," based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$474,625.00 (the "Agreement Sum").

1.2.4 Included in the Agreement Sum is an allowance account of \$40,000.00 for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town in accordance with the contract documents. Money may only be taken from this account at the prior approval of the Town Engineer and pursuant to any procedures outlined by the Town Engineer or the Town Manager.

1.3 **TERM**- This Agreement shall be effective upon execution by both parties and shall continue for a term of one (1) year. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

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1.4 **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

1.4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

1.4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

1.4.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.

1.4.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

1.5 **INDEMNIFICATION-**

1.5.1 The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Agreement, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

1.5.2 This indemnification obligation shall survive the termination of this Agreement.

1.5.3 The Contractor shall defend the Town or provide for such defense, at the Town's option.

1.6 **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

1.7 **CONTRACTOR'S EMPLOYEES-**

1.7.1 The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

1.7.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

1.7.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.

1.7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

1.7.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

1.8 **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this Agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A wooden sign displaying the Town of Miami Lakes Logo and below the logo a caption noting "Public Works" along with the names of the elected officials and Town administrative staff will be required to be provided and displayed at the work site at all times. This sign shall be five foot wide by three foot tall and shall meet the specifications as provided by the Town.

1.9 **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

1.9.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

1.9.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

1.9.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single

limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1.9.4 **Certificate of Insurance:** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

1.9.5 **Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

1.9.5 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

1.10 **ASSIGNMENT AND AMENDMENT-** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.

1.11 **TERMINATION-**

1.11.1 Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

1.11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

1.11.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

1.11.4 The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

- 1.12 **CHOICE OF LAW**- This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.
- 1.13 **ATTORNEY'S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.
- 1.14 **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.
- 1.15 **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
- 1.16 **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 1.17 **WAIVER OF JURY TRIAL**. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

1.18 **COUNTERPARTS**- This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

1.19 **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker’s Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker’s compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

1.20 **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

1.21 **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.

1.22 **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

1.23 **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

- 1.24 **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
- 1.25 **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
- 1.26 **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Miami Lakes
6853 Main Street
Miami Lakes, FL 33014
Attention: Town Clerk

With a copy to:

Weiss Serota Helfman Pastoriza Guedes
Cole & Boniske, P.A.
2665 S. Bayshore Drive
Suite 420
Miami, FL 33133
Attention: Nina Boniske, Town Attorney

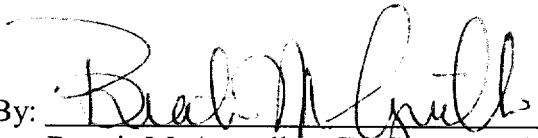
Contractor:

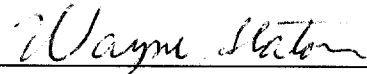
Weekley Asphalt Paving, Inc.
20855 S.W. 36th Street
Weston, FL 33332
Attention: Daniel Weekley

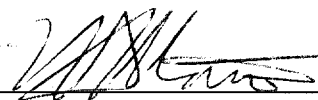
IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF MIAMI LAKES

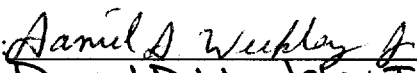
By: 
Beatris M. Arguelles, CMC, Town Clerk

By: 
Wayne Slaton, Mayor

By: 
Weiss, Serota, Helfman, Pastoriza
Guedes, Cole & Boniske, P.A.
Town Attorney

Signed, sealed and witnessed in the
presence of:

WEEKLEY ASPHALT PAVING, INC.

By: 
Daniel D. Weekley Jr.

By: 
Daniel D. Weekley Pres.

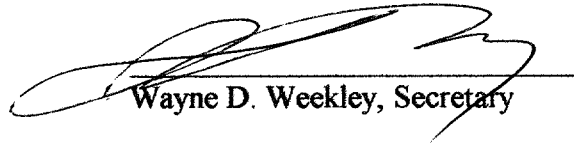
(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CORPORATE RESOLUTION

I, **Wayne D. Weekley**, certify that I am the Secretary of **Weekley Asphalt Paving, Inc.** and that **Daniel D. Weekley**, who executed the contract with Town of Miami Lakes for "Roadway Resurfacing Services" is **President** of said Corporation with full authority to sign on behalf of Corporation.

Signed and sealed this 22 day of March 2004.

(SEAL)


Wayne D. Weekley, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 22 day of March 2004.

My Commission Expires:


Notary Public



EXHIBIT "A"

**DETAILED SPECIFICATIONS
MISCELLANEOUS ROADWAY RESURFACING**

TECHNICAL SPECIFICATIONS INDEX

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380	Pothole Repairs	1 – 2
425	Inlets, Manholes and Junction Boxes	1

DIVISION 1
SPECIAL PROVISIONS
FOR
Miscellaneous Roadway Resurfacing
IN
THE TOWN OF MIAMI LAKES

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Town of Miami Lakes.

It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions (Engineers Joint Contract Documents Committee) and Supplementary Conditions for this Contract.

Further the applicable portions of the Town of Miami Lakes Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are located in Division II.

SECTION 01020

ALLOWANCES

PART 1 SCOPE OF WORK

1.01 DEFINITION

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town in accordance with the contract documents.

1.02 ALLOWANCE ACCOUNT

- A. Monies in the allocation account will be used on issuance of change orders, over run of unit bid items provided such over runs are pre-approved in writing by the Town, and off duty police officers.
- B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Town by change order.

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

- A. Engineer's Duties:
 - 1 Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
 - 2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
 - a. Product, model and/or class of materials.
 - b. Accessories and attachments.
 - c. Supplier and installer as applicable.
 - d. Cost to Contractor, delivered to the site or installed, as applicable.
 - e. Warranties
 - f. Quantities
 - 3. Transmit Owner's decision to the Contractor.
 - 4. Prepare change orders.

B. Contractor's Duties:

1. Assist Engineer and Owner in determining qualified suppliers, quantities, or subcontractor.
2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
 - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
 - b. Any effect on the construction schedule anticipated by selection under consideration.

1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

1.05 ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.

2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Town. At the closeout of contract, monies remaining in the contingency allowance will be credited to the Owner by change order.
- C. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

END OF SECTION

DIVISION II

SECTION 101

MOBILIZATION

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 101-1 Description This section is expanded to include the following:

The Town intends to utilize this contract on an as-needed basis. As the need for the units identified in this project is identified by the Town, the Town will inform the contractor of the need for his services. It is the intent of this project that the contractor will be required to mobilize up to ten times for pothole repairs and five times for milling and or resurfacing improvements. However, this is only an estimate and the Town reserves the right to request additional work. The contractor shall mobilize within seven (7) calendar days of the receipt of the work authorization.

All cost for work, materials, permits and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Mobilization.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

END OF SECTION

SECTION 102

MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

A. 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 102-1.1 Description This section is expanded to include the following:

Beginning two weeks prior to any construction, the Contractor shall provide written updates to the Engineer of anticipated construction activity, timing, location, and anticipated disruptions due to occur during the next two (2) weeks. This update shall be provided to the Engineer no later than noon each Friday for use, by the Engineer and Town, in assisting the Contractor to inform the residents of pending disruptions. However, this does not relieve the Contractor of any and all reasonable communications with the affected property owners.

The Contractor may be asked to attend meetings with the Property Owners and offer his opinions during the course of the meeting, but the Town/Engineer will chair the meeting.

Article 102-2.7 Town of Miami Lakes Ordinance No. 02-19 – Add the following article at the end of the section:

The Town of Miami Lakes has adopted Ordinance No. 02-19. This Ordinance is titled "Obstructions of Public Streets, Highways, etc." and requires that off-duty officers be provided to direct traffic on any public road within the Town where construction activities impede the flow of traffic and threatens public safety during the regular weekday rush hours. This Ordinance defines rush hour as the hours between 6:30 a.m. to 9:30 a.m. and 3:00 p.m. and 6:30 p.m. All provisions of this Ordinance are in place as part of this contract. Copies of Ordinance No. 02-19 are available at Town Hall or can be accessed at the Town's web site.

Article 102-4.1 Where Required – This sub-article is amended to include:

Except as delineated in the Contract Documents, traffic may be detoured only upon approval of the Town and the Florida Department of Transportation (for State Roads).

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

All cost for work, materials, permits and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Maintenance of Traffic.

END OF SECTION

SECTION 300

PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.03 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 300-9 – Basis of Payment - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price either per ton or per square yard of base or asphalt pavement or in the unit price for pothole repair.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

END OF SECTION

SECTION 380

POTHOLE REPAIRS

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.04 SUPPLEMENTAL TECHNICAL SPECIFICATION

PAGE 316. The following new Section is inserted after Section 370.

380-1 Description.

The work specified in this Section consists of the construction of pothole repairs in accordance with these specifications, and conforming to the dimensions, notes, and details shown in the construction documents.

380-2 Materials.

The size of the pothole repair shall be as shown in the details. The asphaltic concrete shall be Type II and the base material shall be a stabilized limerock.

380-3 Construction.

380-3.1 General: The contractor shall furnish all labor, materials and equipment required to construct pothole repairs in accordance with these Specifications. The pothole repairs shall be constructed to conform to the notes and details shown in the construction documents. The Contractor shall repair the potholes at the specified dimension as called for in the construction documents. All required permits associated with the construction of the potholes including, but not limited to the Florida Department of Transportation and (FDOT) and the Town of Miami Lakes are to be obtained by the contractor. All permit fees and other costs shall be paid by the contractor and included in the unit prices outlined below.

380-3.2 Removal of existing asphalt: The Contractor shall be responsible for the saw cutting and removal of the existing asphalt and other loose debris from the site. All material that is removed from the site shall become the property of the Contractor and shall be disposed of in a legal landfill or other site owned by the Contractor.

380-3.3 Reworking of limerock base: The Contractor shall remove the existing limerock base to a point as outlined in the detail. After the removal of the existing limerock base, the contractor shall rework the existing limerock base and include additional limerock base to bring the level of the hole up to the surrounding elevation. The reworked limerock base shall be compacted in accordance with section 210 of the specifications.

380-3.4 Replacing asphalt concrete: The contractor shall, upon completion of reworking of the limerock base, replace the asphalt concrete. The asphalt concrete shall be Type II and installed as per the specifications including the requirement for a tack coat.

380-4 Basis of Measurement.

The quantities to be paid for under this Section shall be the actual quantities installed, measured as each pothole repair tested and accepted.

380-5 Basis of Payment.

380-5.1 General: The quantities, determined as provided above, shall be paid for at the contract unit price per each pothole repair. Such prices and payment shall be full compensation for all work specified in this Section including mobilization, maintenance of traffic, removal of existing material from the site, permits, and coordination.

380-5.2 Payment:

Payment shall be made under:

Item No. 380-1 - Pothole Repair – Per Each

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

END OF SECTION

SECTION 425

INLETS, MANHOLES AND JUNCTION BOXES

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2000 be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.04 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 425-6.8 Adjusting Existing Structures – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

END OF SECTION

EXHIBIT "B"

Weekly

BID FORM

The following Bid Form is presented to assist the Town in evaluating the Bid. After award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Base Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
331-2	Type S Asphaltic Concrete	7,000	TN	<i>55.00</i>	<i>385,000.00</i>
380-1	Pothole Repairs	75	EA	<i>100.00</i>	<i>7,500.00</i>
425-5	Adjusting Manholes	50	EA	<i>150.00</i>	<i>7,500.00</i>
425-6	Adjusting Valve Boxes	50	EA	<i>35.00</i>	<i>1,750.00</i>
710-4	Solid Traffic Stripe	20,000	LF	<i>0.28</i>	<i>5,600.00</i>
710-6	Directional Arrows, Painted	5	EA	<i>75.00</i>	<i>375.00</i>
710-8	Solid Traffic Marking	75	SF	<i>4.00</i>	<i>300.00</i>
A-1	Allowances	1	LS	\$40,000	\$40,000

TOTAL BASE BID AMOUNT

\$ 448,025.00

TOTAL BASE BID AMOUNT

(IN WORDS)

Four hundred forty eight thousand
Twenty five hundred no cents

<u>Base Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
327-70	Milling Existing Asphalt Pavement (1-inch)	7,000	SY	<i>3.80</i>	<i>26,600.00</i>

TOTAL ALTERNATE BID AMOUNT

\$ 26,600.00

TOTAL ALTERNATE BID AMOUNT

(IN WORDS)

Twenty six thousand six hundred
no cents

Bid Item Footnotes:

1. Mobilization, maintenance of traffic and other required elements as noted within this bid package are to be included in the unit prices above. **The contractor shall mobilize for the work detailed in the work directive within seven (7) calendar days of receipt of the directive.**