

**RESOLUTION NO. 11-942**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE THE AWARD OF CONTRACT ITB 2011-17, TO PRECISION ROOFING, CORP FOR THE REPLACEMENT OF THE WEST PARK RESTROOM AND MULTIPURPOSE BUILDINGS ROOF REPLACEMENT, AND A FIVE (5) YEAR MAINTENANCE CONTRACT, IN AN AMOUNT NOT TO EXCEED \$18,800.00, AND AUTHORIZE THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT, TO EXPEND BUDGETED FUNDS, AND TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 2, 2011, the Town of Miami Lakes (the "Town") issued an Invitation to Bid ("ITB") No. 2011-17, for West Park Restroom and Multipurpose Buildings Roof Replacement; and

**WHEREAS**, the Town Manager, has determined that Precision Roofing, Corp., is the lowest responsive and most responsible bidder of Contract ITB 2011-17; and

**WHEREAS**, Precision Roofing, Corp's., bid of \$16,800.00 plus 1100.00 for contingency, will include all labor, materials machinery, tools, means of transportation, supplies and services necessary for completion of the roofing systems of the restroom and multipurpose buildings at West Park, and an additional cost of \$900.00 for annual maintenance for five (5) years, making the total amount \$18,800.00; and

**WHEREAS**, the provision of the annual maintenance for five (5) years, includes semi-annual roof inspections, reports, and advisement to the Town for repairs outside the scope of the

maintenance agreement, and a fifteen year no dollar limit (NDL) warranty from the manufacturer; and

**WHEREAS**, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into contract with Precision Roofing Corp., for Award of Contract ITB 2011-17, for West Park Restroom and Multipurpose Buildings Roof Replacement.

**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 incorporated herein by this reference.

**Section 2. Approval of the Contract.** The Town Council hereby approves the award of ITB No. 2011-17, to Precision Roofing, Corp., for West Park Restroom and Multipurpose Buildings Roof Replacement.

**Section 3. Authorization of Town Manager.** The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract with Precision Roofing Corp., for West Park Restroom and Multipurpose Buildings Roof Replacement.

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

**Section 5. Execution of the Contract.** The Town Manager is authorized to execute the Contract on behalf of the Town, for West Park Restroom and Multipurpose Buildings s Roof Replacement and five (5) year maintenance program, in the amount of \$18,800.00, payable from

the Mini Park Capital Outlay line item in the FY2011-12 General Fund Budget, subject to the approval as to form and legality by the Town Attorney.

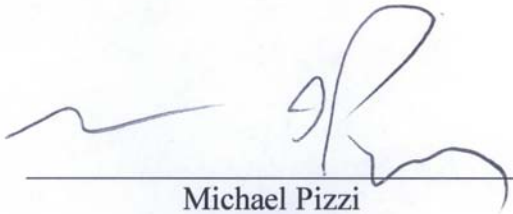
**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 11 day of October, 2011.

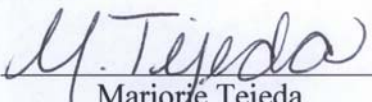
Motion to adopt by Mary Collins, second by Michael Pizzi.

FINAL VOTE AT ADOPTION

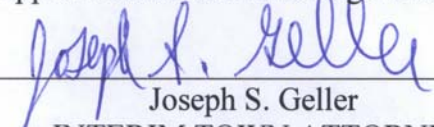
Mayor Michael Pizzi	<u>Yes</u>
Vice Mayor Nick Perdomo	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Tim Daubert	<u>Yes</u>
Councilmember Nelson Hernandez	<u>Yes</u>
Councilmember Ceasar Mestre	<u>Yes</u>
Councilmember Richard Pulido	<u>Yes</u>

  
\_\_\_\_\_  
Michael Pizzi  
MAYOR

Attest:

  
\_\_\_\_\_  
Marjorie Tejeda  
TOWN CLERK

Approve as to Form and Legal Sufficiency

  
\_\_\_\_\_  
Joseph S. Geller  
INTERIM TOWN ATTORNEY



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**INVITATION TO BID**

**PARK WEST RESTROOM & MULTIPURPOSE BUILDINGS  
ROOF REPLACEMENTS**

**ITB No. 2011-17**  
**Contract No. 2011-17**



**The Town of Miami Lakes Council:**

**Mayor Michael Pizzi**  
**Vice Mayor Nick Perdomo**  
**Councilmember Mary Collins**  
**Councilmember Timothy Daubert**  
**Councilmember Nelson Hernandez**  
**Councilmember Ceasar Mestre**  
**Councilmember Richard Pulido**

Alex Rey, Town Manager  
The Town of Miami Lakes  
15150 NW 79<sup>th</sup> Court  
Miami Lakes, Florida 33016



PARK WEST RESTROOM & MULTIPURPOSE BUILDINGS ROOF REPLACEMENTS

Contract 2011-017

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**SECTION 1**  
**NOTICE TO BIDDERS**  
**TOWN OF MIAMI LAKES**  
**PARK WEST RESTROOM & MULTIPURPOSE BUILDINGS ROOF REPLACEMENTS**  
**ITB 2011-017**

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the **West End Restroom & Multipurpose Buildings Roof Replacements** ("Project"). Bidders are to submit three (3) Bids, with original signatures together with a copy of the Bid on a CD-ROM. **Sealed Bids, including the CD-ROM must be received by the Town of Miami Lakes, Town Clerk at 15150 NW 79<sup>th</sup> Court, Miami Lakes, Florida by 2:00 P.M. on September 26, 2011.**

**Scope of Work:**

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the removal and replacement of the existing two roof systems.

**Pre-Bid Conference:**

A non-mandatory pre-bid conference will be held on September 13, 2011 at 10:00 am, which will take place at Miami Lakes Town Hall, 15150 NW 79<sup>th</sup> Court, Miami Lakes, FL 33016, in the large conference room. A site visit will be conducted immediately following the pre-bid conference.

**Minimum Qualification Requirements:**

Prospective Bidder shall hold a current license as a Certified Roofing Contractor from the State of Florida or a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a Roof Contractor. Bidder must also possess a minimum of ten (10) years' experience in the installation of new roofing systems. Bidder shall have successfully replace five (5) roofing system of a similar size, scope, and complexity within the past five (5) years. Bidder must also be certified by the manufacture to install the roofing system proposed by the Bidder.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Bid Documents may be obtained by visiting the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) and selecting "Contractual Opportunities". Any further inquiries regarding the Project may be directed by e-mail to Gary Fabrikant, Procurement Manager, at [fabrikantg@miamilakes-fl.gov](mailto:fabrikantg@miamilakes-fl.gov).

All Bids shall be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

*Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase.*



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**SECTION 2**  
**INSTRUCTIONS TO BIDDERS**

**2.1 DEFINITION OF TERMS**

**Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.

**Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.

**Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.

**Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.

**Construction Change Directive** means a written directive to effect changes to the Work, issued by the Project Manager that may affect the ITB Contract price or time.

**Contract** means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

**Contract Documents** means the Contract as may be amended from time to time, any and plans, specification, bonds, addendum, clarifications, directives, Work Orders, Work Order Proposals, change orders, payments and other such documents issued under or relating to the Contract.

**Contractor** means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

**Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

**Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

**Days** mean calendar days.

**Final Completion** means the date subsequent to the date of Substantial Completion at which time the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.

**Field Directive** means a written direction from the Project Manager directing the Contractor to proceed with Work requested by the Town, which is minor in nature and typically should not involve additional cost.



**Inspector** means an authorized representative of the Town assigned to make inspections of the Work under the Contract. The Town, at its sole discretion may hire a professional consultant to perform the inspections.

**Materials** mean goods or equipment incorporated in a Project, or used or consumed in the performance of the Work.

**Notice of Award** means the written letter issued by the Procurement Manager to the Contractor notifying the Contractor that it has been awarded the Contract.

**Notice to Proceed** means a written letter or directive issued by the Procurement Manager or Project Manager designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.

**Project or Work** means to all reasonably necessary and inferable construction and services required by the Contract Documents including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations, including completion of the construction in accordance with the Contract Documents.

**Procurement Manager** means the employee of the Town responsible for the Town's procurements and who serves as the contracting officer for the Town.

**Project Manager** means the individual assigned by the Town Manager to manage the Project.

**Request For Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, shall clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

**Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes materials not so worked.

**Substantial Completion** means that point at which the Work is at a level of completion in substantial compliance with the Contract Documents.

**Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.

**Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

**Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

## 2.2 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid forms. The Bid Form page(s), and all forms contained in the ITB shall be completed, signed, and submitted in accordance with the requirements of Sections 1 and 2. All Bids must be typewritten or filled in with pen and ink, and must be signed in **blue** ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidders shall not be allowed to modify their bids after the opening time and date.



### 2.3 PREPARATION OF BID

The Bid Form may contain multiple line items and the Bidder must provide prices for all line items. Failure to include pricing on all line items shall result in the Submittal being found non-responsive.

**Bidder must use the blank Town forms provided herein. Failure to utilize the Town's Bid Forms will result in a determination that the Bid is non-responsive.** The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete said forms will result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid includes the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

No joint ventures are permitted for this Project.

### 2.4 BID PREPARATION AND RELATED COSTS

All cost involved with the preparation and submission of Bid Submittal to the Town or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s). No payment shall be made for any Bid Submittal received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a contract duly approved and executed by the Town Council or Town Manager, as applicable. The Town shall bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

Bidder must also submit with its Submittal all documents and forms require by the ITB. Failure to provide these documents or forms with the Submittal will result in the Bid Submittal being rejected as non-responsive, except where the Town states it may allow additional time after the Bid opening for receipt of documents.

### 2.5 PRE-BID CONFERENCE

A **non-mandatory** conference will be held on **September 13, 2011** starting at **10:00 AM** at Miami Lakes Town Hall, 15150 NW 79th Court Miami Lakes, Florida 33016 to discuss this solicitation. It is strongly recommended that potential Bidders attend this Pre-bid Conference to become familiar with the ITB and its requirements. Attendees are requested to bring this Solicitation Package to the conference as copies will not be available.

### 2.6 QUALIFICATION OF BIDDERS

Bidder must meet the minimum qualification requirements stated in Section 1 and must be fully qualified and capable of performing the Work under the Contract.

### 2.7 PERFORMANCE OF THE WORK

**Bidder must be capable of self- performing all of the Work. No Subcontracting of the Work is permitted.** By submitting a Bid the Bidder certifies that it will meet these requirements. As part of the Submittal the Bidder is to completed include the form entitled "Questionnaire".



Failure to complete and submit this form or to meet the requirement stated therein shall result in the Bid Submittal being deemed non-responsive. Where the Town subsequently determines during the performance of the Work that the Contractor is not meeting the stated requirements the Contractor shall be in default of the Contract Documents. The Town, in its sole discretion, may allow the Bidder to submit information missing from the Questionnaire after the Bid opening.

## **2.8 EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE**

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of all conflicts, errors or discrepancies.
- Visit the site to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (Town and Miami-Dade County) including, without limitation the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation shall constitute an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **2.9 INTERPRETATIONS AND CLARIFICATIONS**

All questions about the meaning or intent of the ITB and specifications shall be directed in writing by e-mail to Gary Fabrikant, Procurement Manager, at [fabrikantg@miamilakes-fl.gov](mailto:fabrikantg@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be posted on the Town's website, [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) and it is the sole responsibility of the Bidder to obtain all addenda. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

## **2.10 POSTPONEMENT OF BID OPENING DATE**

The Town reserves the right to postpone the date for receipt and opening of Submittals and will make a reasonable effort to give at least five (5) calendar days notice prior to the Bid opening date, of any such postponement to prospective Bidders.

## **2.11 ACCEPTANCE OR REJECTION OF BIDS**

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the



right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after Bid opening date. A Bidder may not withdraw its Bid unilaterally nor change its Bid before the expiration of one hundred twenty (120) days from the date of Bid opening. A Bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's Procurement Manager prior to award of the Contract by the Town Council or Town Manager, applicable. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

#### **2.12 WITHDRAWAL OF BID**

A Bidder may withdraw his Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

#### **2.13 OPENING OF BIDS**

Bids will be publicly opened and read aloud at the appointed time and place stated in the ITB. Late Bids will not be opened. No responsibility will be attached to any Town Staff for the premature opening of a Bid or a Bid not being opened at the Bid opening that is not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening. The lowest Bid identified at the Bid opening does not establish or determine the lowest responsive and responsible Bidder who may be awarded a Contract.

#### **2.14 AWARD OF CONTRACT**

Award of a Contract will be to the lowest responsive and responsible Bidder(s), as determined to be in the best interest of the Town. The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place(s) of business, require the Bidder to furnish documentation, product data, samples of the materials, and/or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the requirements of the ITB. The Town shall consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidder(s) is qualified to perform the Work.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsive.

If the Town accepts a Bid, the Town will notify the Bidder that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates. The Town will provide a written notice of award upon the Bidder meeting these requirements.



If the successful Bidder to whom a contract is proposed to be awarded forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the ITB.

**2.15 COLLUSION**

Where two (2) or more Bidders are related, including ownership, sharing of offices, or similar evidence such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of the parties in preparation and submission of Bids under the ITB. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project(s) or where one or more employees, officers or the principals thereof participated in the preparations of more than one Submittal. ITB responses found to be collusive shall be rejected and the Bidders may be subject to other action in accordance with the Town's Procurement Code.

**2.16 BIDDER IN ARREARS OR DEFAULT**

The Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. In addition the Bidder warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the federal government or any other state/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public contracts. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the Town of any change during the term of the Contract.

**2.17 PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

**END OF SECTION**



**SECTION 3**  
**GENERAL TERMS AND CONDITIONS**

**3.1 INTENTION OF THE TOWN**

It is the intent of the Town to describe in the ITB the Project to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings 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 and Contractor shall comply therewith. Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

**3.2 TIME IS OF THE ESSENCE**

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

The date and period of time set forth in the Notice to Proceed for the commencement, commencement and completion of the Work was included because of its importance to the Town.

**3.3 NOTICES**

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
15150 NW 79<sup>th</sup> Court  
Miami Lakes, Florida 33016  
(305)-364-6100  
[reya@miamilake-fl.gov](mailto:reya@miamilake-fl.gov)

Mr. Gary Fabrikant  
Procurement Manager  
Town of Miami Lakes  
15150 NW 79<sup>th</sup> Court  
Miami Lakes, Florida 33016  
(305)-364-6100  
[fabrikantg@miamilake-fl.gov](mailto:fabrikantg@miamilake-fl.gov)

For Contractor:  
Mr. Julio Martinez  
President  
Precision Roofing Corp.  
2646 West 77<sup>th</sup> Place  
Hialeah, Florida 33016  
(305) 822-9969  
[gv@precision-roofing.com](mailto:gv@precision-roofing.com)

During the Work the Contractor shall maintain continuing communications with designated Town representative (s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

### **3.4 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Revisions and Change Orders to the Contract shall govern over the Contract
- The Contract Documents shall govern over the Contract
- The Special Conditions shall govern over the General Conditions of the Contract
- Addendum to an ITB shall govern over a ITB

In the event that Drawings and specifications are provided with a Work Order the priorities stated below shall govern:

- Scope of Work and Specifications shall govern over plans and drawings
- Schedules, when identified as such shall govern over all other portions of the plans
- Specific notes shall govern over all other notes, and all other portions of the plans, unless specifically stated otherwise
- Larger scale drawings shall govern over smaller scale drawings
- Figured or numerical dimensions shall govern over dimensions obtained by scaling
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern

### **3.5 INDEMNIFICATION-**

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 Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

### **3.6 INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated B as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier shall 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:

- a. **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law" and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation.
- b. **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



\$500,000.00 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.

- c. 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 \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage 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.
- d. Certificate of Insurance:** Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. 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, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.
- e. 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 Contract. 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.

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.

### **3.7 GENERAL REQUIREMENTS**

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.



The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, shall have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

### **3.8 RULES AND REGULATIONS**

The Contractor shall comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor shall be familiar with all federal, state and local laws that affect the Work.

### **3.9 SITE INVESTIGATION AND REPRESENTATION**

The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents subsequent to receiving a Work Order and prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, plumbing, electrical, and cable. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by appropriate measures before performing any Work. The Contractor shall call Sunshine State One Call and other appropriate agencies, as applicable, to determine the locations of existing in-ground utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town shall be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the Work.



Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town shall compensate the Contractor for such relocation in accordance with the Chang Order provisions of the Contract.

The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Project Manager or applicable utility owner. Requests for any disconnection, including those required of other utilities must be in writing and received by the Town at least 72 hours prior to the time of the requested interruption. The Town may require that the Contractor notify in writing any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work shall not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and shall not entitle the Contractor to any additional compensation.

### **3.10 METHOD OF PERFORMING THE WORK**

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.

The Contractor shall comply with the manufacturer's requirements for the handling, deliver and storage of all equipment and materials. Contractor shall inspect all equipment and materials immediately prior to installation and shall not install any damaged or defective items.

Contractor shall comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

The Work to be performed shall be done in such a manner so as not to interfere with the normal Town operations of the Project site. The manner in which the Work is performed shall be subject to the approval of the Project Manager, whom if necessary, shall have the authority to require changes in the manner in which the Work is performed. There shall be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager 24 hours in advance of the interruption of Town operations.

The Contractor shall familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

Depending on the nature of the Work the Project Manager may require a staging plan be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan shall be revised and resubmitted as necessary during construction.



### **3.11 PRODUCT DATA AND SAMPLES**

Contractor may be required to provide product data and samples for any or the materials utilized under this Contract. The Town reserves the right to inspect the samples prior to delivery or at the Project site.

### **3.12 SUBSTITUTIONS**

Substitution of the roofing system, and all associate materials required by the Contract Documents will not be permitted.

### **3.13 DIFFERING SITE CONDITIONS**

In the event that during the course of the Work on the Project the Contractor encounters unforeseen or hidden conditions at the Project site which differ materially from those reflected in the Contract Documents, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of its discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Manager the conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager shall recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price and/or Contract Time, the adjustment shall be referred to the Town's Procurement Manager for determination. Should the Town's Procurement Manager determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Procurement Manager shall so notify the Project Manager, and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract Documents under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by r Project Manager as the date of Substantial Completion.

### **3.14 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any public or private buildings or property (including landscaping, irrigation, walks, drives, structures or utilities).



### **3.15 COORDINATION OF THE WORK**

Prior to the commencement of the Work the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing project(s) or project(s) scheduled to commence during the Work on the Project that may require coordination. The Contractor shall be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor shall not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof shall form the basis for any claim for delay or increased cost.

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor shall inspect and promptly report to Project Manager any defects in such work that render it unsuitable for proper execution of the Work. Contractor's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work.

Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall at once report to Project Manager any discrepancy between the executed Work and the requirements of the Contract Documents.

### **3.16. ACCESS TO THE PROJECT SITE**

Town shall provide, as may be 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 as are designated by Town for the use by the Contractor.

Contractor shall provide, at Contractor's own expense and without liability to Town, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to the Town copies of written permission obtained by Contractor from the owners of such facilities.

### **3.17 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS**

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and shall promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.



Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town, and shall promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

**3.18 SAFETY PRECAUTIONS**

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, 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, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor shall comply with all applicable codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida, and the federal government), which bear on the performance of the Work

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project duration.

**3.19 LABOR AND MATERIALS**

Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials shall be new unless otherwise specified in a Work Order.

**3.20 VEHICLES AND EQUIPMENT**

Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

**3.21 SUPERVISION OF THE WORK**

Contractor shall have competent English speaking supervisor who shall represent Contractor and all directions given to the supervisor shall be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor shall give efficient supervision to the Work, using its best skill and attention.

**3.22 SUBCONTRACTORS**

Subcontracting of any of the Work under the Contract is not permitted.



### **3.23 AUTHORITY OF THE PROJECT MANAGER**

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Project Manager and shall promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town Manager. All instructions to the Contractor shall be issued in writing. Any directions initially provided in writing must be followed up in writing by the Project Manager to be binding. All instructions to the Contractor shall be issued through the Project Manager, the Town Manager or designee.

The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager shall be consistent with the intent of the Contract Documents.

The Project Manager will not be responsible for the acts or omissions of the Contractor, or any of its agents or employees, or any other persons performing any of the Work.

### **3.24 TOWN LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

- 1) Contractor shall have and maintain during the term of this Contract all appropriate Town licenses. Fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
- 2) During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such Work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Contractor shall be required to perform any test required by the permitting entity to obtain a permit, including, but not limited to pull, wind-load, or asbestos tests at no additional cost. Should the permitting entity require samples, including a sample of the tile or a core samples the Contractor shall also provide such samples at no additional cost.



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Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

**3.25 TAXES**

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

**3.26 REMOVAL OF UNSATISFACTORY PERSONNEL**

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor to perform Work under the Contract. The Contractor shall respond to the Town within two (2) business days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not constitute and direction to the Contract for the termination, demotion, or other personnel related action related to said individual(s).

**3.27 INSPECTION OF THE WORK**

The Project Manager, Town Manager or designee, Inspectors, representing the Town, and inspectors representing other public entities having jurisdiction over the Work shall at all times have access to the Work.

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor shall provide timely notice of readiness of the Work for testing and timely notice shall be given of the date fixed for such testing so that the appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor shall be responsible for all costs for all required testing. All testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing,. In such instances the Town shall pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor shall reimburse the Town for all incurred testing cost and the Contractor shall be responsible for any costs associated with re-testing to ensure compliance.

Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager.

**3.28 DEFECTIVE OR NON-COMPLIANT WORK**

The Project Manager shall have the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required Contractor shall promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections.



Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town Manager of designee, the Town Manager or designee shall have the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor, or may be charged against the Performance Bond, if required by the Contract Documents. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Town Manager or Procurement Manager may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the Town to accept.

### **3.29 CHANGE ORDERS**

The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

In the event satisfactory adjustment cannot be reached and a Change Order has not been issued, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor shall maintain detailed records of all labor and material costs for review of the Town. In addition, the Contractor shall be entitled a combined profit and overhead rate that shall not be in excess of ten (10%) percent of the direct labor and material costs, unless the



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Procurement Manager determines that the complexity and risk of the Change Order Work is such that an additional factor is appropriate. The final amount to be paid to the Contract for Change Order Work shall be subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

### **3.30 FORCE MAJEURE**

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor shall request a time extension from the Town within five (5) days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. **Do Not Include** inclement weather except as permitted by Florida law.

### **3.31 EXTENSION OF TIME**

Any reference in this Article to the Contractor shall be deemed to include suppliers, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the performance of the Work beyond the Contract Time by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract shall be extended by the Town subject to the following conditions:

- The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

**Note:** A delay meeting all the conditions of the above, shall be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay shall be made within five (5) days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of



time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager shall reasonably deem necessary or helpful in considering the requested extension.

The Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager shall endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor shall be obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor shall promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same shall have been granted. The Town shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction shall be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, shall not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

### **3.32 EXCUSABLE DELAY, NON-COMPENSABLE**

Contractor shall only be entitled to a time extension and no compensation for the delay for Excusable Delays, as defined in Articles 3.30 and 3.31..

Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 3.31 and Article 3.33.

Failure of Contractor to comply with Article 3.30, Article 3.31 and Article 3.33, as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

### **3.33 CLAIMS**

Any claim for a change in the time for completion of the Work or the Contract price shall be made by written notice by Contractor to the Procurement Manager within ten (10) days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim, except for Excusable delays which shall comply with Article 3.32. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire



adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

The Contract time will be extended in an amount equal to time lost due to Excusable Delay(s) if a claim is made as provided in this Article.

The Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work due to an excusable delay as defined in this Article. The Contractor alone specifically assumes the risk of such delays, including without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor shall not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

### **3.34 DISPUTES AND MEDIATION**

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor shall notify in writing the Procurement Manager identified in Article 3.2, Notices, of the claim or dispute

The Contractor shall, within five (5) business days, submit its dispute in writing, with all supporting documentation, to the Procurement Manager. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit



such appeal in the stated timeframe of the written finding by the Procurement Manager shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute, based on the documentation previously submitted, and issue a written finding.

The Town Manager and Procurement Manager may hold meetings to further clarify the issues related to the claim or dispute or in an effort to resolve the issues related to the claim or dispute.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- (ii) a period of sixty (60) days has expired after submitting the dispute to the Town Manager, or a period of (90) days has expired where Town Manager's decision is subject to Town Council for approval; or
- (iii) Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the Town Manager's determination of the claim or dispute under this Article is unacceptable to the Contractor, the Contractor must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Time, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

### **3.35 CONTINUING THE WORK**

Contractor shall continue to perform all Work required under the Contract Documents during all disputes, claims, or disagreements with Town, including disputes or disagreements concerning a request for a Change Order. No Work shall not be delayed or postponed pending resolution of any disputes, claim or disagreements.

### **3.36 FRAUD AND MISREPRESENTATION**

The Town may terminate this Contract or any other contracts with the Contractor or with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such



person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

### **3.37 STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 3.42, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

### **3.38 HURRICANE PREPAREDNESS**

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Contractor, at no cost to the Town, shall take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same.

Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

### **3.39 CLEANING UP; TOWN'S RIGHT TO CLEAN UP**

Contractor shall at all times keep the Work site free from accumulation of waste materials or rubbish caused by its operations. At the completion of a Work Contractor shall remove all its waste materials and rubbish from and about the Project site as well as any tools, equipment,



machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred shall be charged to Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

### **3.40 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act

### **3.41 CONTRACTOR DEFAULT**

#### **a. Event of Default**

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services or materials, or supplies they have provided;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

#### **b. Notice of Default-Opportunity to Cure**

Where an Event of Default ("Default") occur under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town or the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own



forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

**3.42 TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Project site.

The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:

- Stop all Work on the date specified in the notice (“the Effective Date”);
  - Take such action as may be necessary for the protection and preservation of the Town’s materials and property;
  - Cancel all cancelable orders for materials and equipment; and assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
  - Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town’s liability under the Contract Documents; and
  - All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor:

- For the actual cost or the fair and reasonable value, whichever of any non-cancelable material(s) and equipment than cannot be used elsewhere by the Contractor in the performance of its work.



- In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor.
- Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

**3.43 TOWN MAY AVAIL ITSELF OF ALL REMEDIES**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

**3.44 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

**3.45 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**3.46. INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

**3.47. THIRD PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

**3.48. ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder. The Town may



request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

**3.49. MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

**3.50 DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

**3.51 FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

**3.52 ACCESS TO AND REVIEW OF RECORDS**

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

**3.53 ROYALTIES AND PATENTS**

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.



**3.54 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract unless such action is commenced within six (6) months after the date of such termination by the Town.

**3.55 CONTRACT EXTENSION**

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

**3.56 APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

**3.57 NON-EXCLUSIVE CONTRACT**

It is the intent of the Town to enter into a Contract with the successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

**3.58 SEVERABILITY**

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

**3.59 CONTRACT DOCUMENTS CONTAINS ALL TERMS**

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

**3.60 ENTIRE AGREEMENT**

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be



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amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

**END OF SECTION**



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**SECTION 4**  
**SPECIAL TERMS AND CONDITIONS**

**4.1 SCOPE OF WORK**

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the replacement of the two (2) roofing systems. The two (2) systems total approximately 1,560 square feet. The Work shall include barrel tile with mopped in 90 lbs. underlayment and tile polyfoam installation, pre-painted 3X3 dripped edge brown. The new tile, to be installed, may be clay or concrete. If concrete tile is used in must be maintenance free. All rotten wood shall be replaced, including the gable ends.

The Scope of Work anticipates replacement of 30% of the roof deck. If it is determined that more or less of the deck requires replacement the increase or decrease in cost will be handled as a change order based on the cost per square foot included as an option under the Contract.

All materials used on this Project must be acceptable to and approved for use by the manufacturer of the roofing system.

**4.2 TIME FOR COMPLETION OF THE WORK**

This Contractor shall have thirty (30) calendar days for Substantial Completion of the Work from the date a Notice to Proceed Issued. Final Completion shall occur within thirty (30) days of Substantial Completion.

A Notice to proceed will only be issued after receipt of all permits and any other documents required prior to commencement of the Work.

**4.3 HOURS FOR PERFORMING WORK**

All Work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

**4.4 COMPENSATION**

a. Roof Replacement

Contractor shall provide the Town with one invoice within thirty (30) days of Final Completion. At a minimum the invoice must contain the following information: Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts.

- Name and address of the Contractor
- Contract number
- Date of invoice



- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

b. Roof Maintenance

Should the Town exercise the Roof Maintenance option the Town shall the annual cost for the Roof Maintenance in advance of the service. A retainage of 5% of the annual maintenance cost will be held to be paid upon delivery of the two maintenance reports required for each maintenance period.

**4.5 PAYMENTS**

Payment for the Project shall be paid in accordance with the State of Florida Local Government Prompt Payment Act, upon Final Completion of a Project.

**4.6 LIQUIDATED DAMAGES**

The Contractor is obligated and guarantees to complete the Project in the time set forth in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the timeframe set forth in the Contract the Contractor shall pay to the Town two hundred fifty dollars (\$250.00) for each and every calendar day of unexcused delay, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified in writing of any approved exceptions or extensions. The total amount of liquidated damages shall not exceed the value of the Project.

The Town shall have the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the Town, the Contractor shall pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town shall consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town shall notify the Contractor that it is incurring liquidated damages.



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**4.7 RELEASE OF LIENS/SUPPLIER'S STATEMENT OF SATISFACTION**

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Town upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

The Contractor shall, upon request by the Project Manager, provide the Project Manager a Final Release of Lien/Supplier's Statement of Satisfaction for the Project. Failure to submit such documentation may delay payments by the Town on other Town Projects. The Town may, in its sole discretion withhold payments for Work performed by the Contractor where a requested Final Release of Lien has not been submitted.

**4.8 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION**

All materials shall be F.O.B. delivered. The Contractor shall be solely responsible for the purchase, delivery, and installation of all equipment and material(s). Contractor shall make all arrangement for delivery. Contractor shall be liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

**4.9 REQUEST FOR INFORMATION**

The Contractor shall submit a Request for Information (RFI) where the Contractor believes that the Contract Documents are unclear or conflict. All requests must be submitted, to the Project Manager, in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor shall include its recommendation for resolution. The Town shall respond in writing.

**4.10 NO SUBSTITUTIONS**

The Contractor shall not substitute any materials required by the manufacturer of the roofing system without the prior written approval of the manufacture. Such requests must be submitted in writing to the Project Manager in advance prior to the use of such materials. The Town may require an adjustment in price based on any proposed substitution.



#### **4.11 MANUFACTURER'S INSTRUCTIONS**

Contractor shall comply with manufacturer's requirements for the handling, delivery and storage of all materials and Contractor shall inspect each item of materials or equipment immediately prior to installation and reject damaged and defective items.

Contractor shall comply with the applicable manufacturer's instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents. Install component of the Work during favorable weather conditions, which shall ensure the best possible results.

When required by the manufacturer, a qualified representative of the manufacturer shall be present to observe field conditions, conditions of the installation, quality of workmanship, and applications. Manufacturer's representative shall provide the Contractor a written report of field observations. Contractor shall be required to provide such report(s) to the Project Manager prior to the Substantial Completion Inspection.

#### **4.12 WARRANTY**

Contractor shall warrant that the Work conforms to the Contract Documents and is free of any patent and/or latent defect of the workmanship for a minimum period of two years from the date of Final Completion. Contractor shall provide said written warranty prior to the Town issuing final payment.

Contractor shall provide from the manufacturer of the roofing system a fifteen (15) year No Dollar Limit (NDL) warranty. The warranty from the manufacturer must be submitted prior to issuance of Final Completion and payment.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available the Town will bill the Contractor and Contractor shall reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

#### **4.13 ROOF MAINTENANCE PROGRAM**

The Contractor shall perform the following as part of the Roof Maintenance Program ("Program"):

- a. Contractor shall perform a semi-annual inspection of the roofing systems. The first inspection will occur during the months of April or May and the second inspection will occur during the months of October or November. Following the inspection visit, the Contractor shall prepare and deliver the attached semi-annual roof maintenance checklist, included as Attachment A, to the Project Manager for each building. A sketch of the existing roof showing location of all roof penetrations shall be included in the report.



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- b. Perform all maintenance and repair work necessary to maintain the NDL warranty, at no additional cost to the Town.
  - c. Submit a report of all maintenance and repair work performed during the period covered by the semi-annual report.
  - d. Contractor shall submit any required repair(s) the Contractor believes is not covered by the Program. The Contractor shall include the basis for such position and the cost associated to affect the repairs and maintain the NDL warranty.
  - e. All leaks shall be repaired within seventy-two hours from the time the Contractor is notified of the leak. For emergency repairs the response time shall be twenty-four hours. Should the Contractor fail to respond within the required response time the Town may have the work performed by others and the cost will be charged back to the Contractor.
  - f. Contractor shall make their services available, at a fair and reasonable price, to other Town contractors, who are required to perform work on the roof during the NDL warranty.
  - g. Should no inspection report be received for the semi-annual inspection, the Program will be extended six months for each semi-annual period where no report is received. No payment will be made for the next semi-annual period as the Town will have issued payment for the previous semi-annual period, where no report was received
  - h. Contractor must perform all manufacturer's required maintenance and warranty work at no cost to the Town.

#### **4.14 ACCESS TO WATER AND UTILITIES**

The Contractor is responsible for providing all water and power required for the performance of the Work, including, if required, the use of a generator. The use of a generator may be subject to the prior approval of the Project Manager should the Work be in a primarily residential neighborhood.

The Town may at its sole discretion provide access to Town utilities and/or water should such be available at the Project site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

#### **4.15 STAGING SITE**

The Town at its sole discretion may make a staging site available for use by the Contractor. The Contractor is solely responsible for making all arrangements for any staging site that may be necessary for the performance of the Work, which must be approved by the Project Manager in advance. Contractor shall be responsible for all site security and any loss, damage, or theft to its equipment and materials. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor shall be responsible for any loss, damage or theft to its equipment and



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materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

Contractor shall limit its Work to the Project site and any Staging area approved by the Project Manager. Contractor shall keep existing driveways and entrances serving surrounding facilities clear and available to the Town, its employees and the public at all times; not use areas for parking and/or storage of materials except as authorized by the Project Manager.

#### **4.16 SUBSTANTIAL COMPLETION, PUNCH LIST, & FINAL COMPLETION**

The Work shall be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material and/or substantial variations from the Contract Documents and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Contractor shall sign the Substantial Completion Inspection Form. The signing of this form shall not relieve the Contractor from its obligation to complete the Project in accordance with the Contract Documents.

When the Contractor believes that the Work is substantially complete, the Contractor shall request in writing that the Project Manager inspect the Work to determine if Substantial Completion has been achieved. A Substantial Compliance inspection shall not occur until any and all governmental entities, which regulate or have jurisdiction over the Work, have inspected, and approved the Work. Beneficial use or occupancy shall not be the sole determining factor in determining whether Substantial Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of Completion no request for Substantial Completion inspection is to be submitted until the Contractor has obtained the Certificate of Completion.

The Project Manager shall schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project's Substantial Completion Inspection Form will be completed as necessary. Any remaining Work shall be identified on this form which shall be known as Punch List Work. The Punch List shall be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List shall not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager and the Contractor shall agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and the receipt and acceptance of all required documentation, including but not limited to warranty documents, final permit inspection reports, and as-built drawings the Project Manager shall determine that a Project has achieved Final Completion and authorize payment.



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The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

**4.17 AS-BUILT DRAWINGS**

Contractor shall maintain an accurate record or "as-built" drawing detailing the installation of the roofing system. The Contractor shall record all dimensions and layouts, and locations of any utilities, and any penetration of the roof system. The Contractor shall submit Attachment B, Roof Historical Record with the as-built drawings.

**4.18 OWNERSHIP OF THE WORK**

The Contractor shall be solely responsible for all Work, prior to final written acceptance. Contractor shall be liable for all damage, theft, maintenance, health and safety until such time as the Town issues Final Completion. The Contractor is responsible for the protection, and maintenance of all of its own tools, equipment, and vehicles.

**4.19 PROJECT SIGNAGE**

Contractor shall furnish and install a Project sign acceptable to the Project Manager. The sign shall be free standing and shall display on both sides the Project name, Town Logo, elected officials Town Manager's and other specified names. The sign shall also provide a phone number that residents can contact for information.

**END OF SECTION**



SECTION 5 -

BID FORM

Bid submittal of PRECISION ROOFING CORP.  
(Name of Bidder)  
2646 WEST 77TH PLACE, MIAMI, FL. 33016  
(Address)  
Submitted on: 9-26-11  
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

**Park West Restroom & Multi-Purpose Buildings  
Roof Replacements  
Bid No: 2011-17**

To: Town of Miami Lakes, Florida  
Attn: Town Clerk  
Town Hall  
15150 NW 79<sup>th</sup> Court  
Miami Lakes, Florida 33016

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the location of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials,



equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The Bidder also agrees to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town.

**Note: Bidders are bidding on a lump sum basis for the purpose of determining the lowest responsive and responsible Bidders.**

**Roofing System to be Provided:**

Bidder shall supply all information requested or it may be considered non-responsive. Where the Manufacturer does not have an applicable name or number the applicable line shall be completed using "N/A"

West End Restroom Building

Name of Manufacturer: MONIER LIFETILE

Mfr. Name of Roofing System: MONIER LIFETILE

Miami-Dade County Product Approval Number: 07-1023.08

West End Multipurpose Building

Name of Manufacturer: MONIER LIFETILE

Mfr. Name of Roofing System: MONIER LIFETILE

Miami-Dade County Product Approval Number: 07-1023.08

**Certification:**

Contractor must be certified by the manufacturer for the installation of the roofing system stated above. Contractor must provide a dated letter with its Bid stating they possess such certification for the proposed roofing system.

Bidder may be required to provide product data and samples of materials, including the roof tile during the Bid evaluation process.



Our **LUMP SUM BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

Lump Sum Bid Amount (both buildings): \$ 16,800.<sup>00</sup>

Option 1: Roof Maintenance Program (cost for both buildings)

1<sup>st</sup> year: \$0.00      2<sup>nd</sup> year \$0.00      3<sup>rd</sup> year: \$ 300.<sup>00</sup>

4<sup>th</sup> year \$ 300.<sup>00</sup>      5<sup>th</sup> year \$ 300.<sup>00</sup>

Total Price for Option 1: \$ 900.<sup>00</sup>

Option 2: Cost per square foot for additional roof deck replacement (sheathing): \$ 3.<sup>00</sup>/s.f.

Total Bid Price: \$ 17,700.<sup>00</sup> (lump sum bid amount + total price for Option 1)

**Note:** Bidders must bid on both Options. Failure to bid on the Options will render a bid non-responsive. Award of the Roof Maintenance Program will be at the sole discretion of the Town,

Firm's Name: PRECISION ROOFING

Signature: [Signature]

Printed Name/Title: JULIO MARTINEZ, PRES.

Town/State/Zip: 2646 WEST 77 PLACE, HIALEAH, FL. 33016

Telephone No.: (305) 822-9969

Facsimile No.: (305) 822-4929 E-Mail Address: GR@PRECISION-ROOFING.COM

Social Security No. or Federal I.D.No.: 65-0460573

Dun and Bradstreet No.: \_\_\_\_\_ (if applicable)

END OF SECTION



**Town of Miami Lakes**  
**ITB 2011-17**  
**Title: West Park Restroom & Multipurpose Buildings**  
**Roof Replacement**  
**Addendum #1**

**ITB Closing Date: September 26, 2011**

This addendum is hereby incorporated into and made a part of the Invitation To Bid (ITB) 2011-17. The following may include clarifications, revisions, additions, deletions, and/or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions and deletion are indicated by strikethrough.

Revisions to the Scope of Work

The following language is added to at the end of the 2<sup>nd</sup> sentence of Section 4.1. Contractor should anticipate completely replacing the gable ends on both the east and west sides of the Bathroom and storage building. The language in the next sentence is revised to state; "If it is determined that more or less of the deck or less of gable ends requires replacement the increase or decrease in cost will be handled as a change order based on the cost per square foot included as an option under the Contract for the roof deck and a cost to be negotiated for the gable ends.

Questions & Answers

1. Question: Many of the manufacturers of the tiles do not have programs where they certify the installers. If we submit a bid will it be rejected if the manufacturer does not have a certification program?

Response: No provided that the two requirements are met:

- a. The tile to be installed must have an NOA.
- b. A letter must be provide from the manufacturer or the manufacturer's representative that the manufacturer does not have a contractor certification program.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or by completing the section below acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the closing date and time for submittal of the RFP Responses.

Acknowledgement:

JULIO MARTINEZ

Name of Signatory

Pres.

Title

9-22-11

Date

[Signature]

Signature

Prepress Roofing Corp.

Name of Bidder



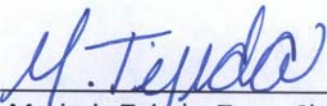
**SECTION 6**  
**CONTRACT EXECUTION FORM**


This Contract **2011-17** made this **11th** day of **October** in the year **2011** in the amount of **\$17,700** by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Precision Roofing Corp.

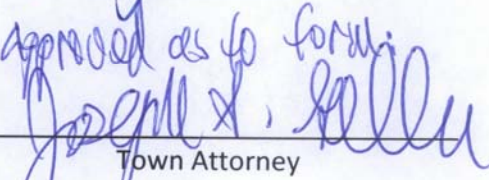
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By:   
Marjorie Tejada, Town Clerk

By:   
Alex Rey, Town Manager


By:   
Joseph A. Bellu  
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

Precision Roofing Corp.

By: 

By:   
Name: Julio Martinez  
Title: Pres

(\* In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.



CORPORATE RESOLUTION

WHEREAS, Precision Roofing Corp. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and


WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the PRESIDENT,  
(type title of officer)

JULIO MARTINEZ, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 13<sup>th</sup> day of Oct., 2011.

  
\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)



**West End Restroom & Multipurpose Building Roof Replacement  
Annual Roof Maintenance Program**

**SEMI-ANNUAL MAINTENANCE INSPECTION CHECKLIST**

Building Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

Location: \_\_\_\_\_ Previous Inspection Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Inspected By: \_\_\_\_\_  
(print name)

Signature of Inspector: \_\_\_\_\_

**Note:** If an item or category does not apply insert "N/A".

	OK	Problems		Location, Observation, Action	Date of Repair
		Minor	Major		
<b>I. Evaluation of Interior Conditions</b>					
<b>A. Does the roof leak? Describe</b>					
<b>B. Are there water stains on walls, ceilings, deck, floor? Describe</b>					
<b>C. Do structural elements or underside of deck show:</b>					
Settlement Cracks					
Deterioration/Spalling					
Alterations					
Rotting or Insect Damage					
Settlement/Buckling					
Physical Damage					
Other					
<b>D. Evaluation of Exterior Conditions</b>					
Do exterior walls, fascia or soffit show:					
Cracking/Spalling					
Rusting/Efflorescence					
Movement/Damage					
Other					



<b>E. Do Gutters or downspouts show:</b>					
Loose/Missing					
Disconnected/ Damaged					
Clogged					
Other					



**SEMI-ANNUAL MAINTENANCE INSPECTION CHECKLIST**

	OK	Problems		Location, Observation, Action	Date of Repair
		Minor	Major		
<b>II. Roof Conditions</b>					
General Condition					
Debris					
Ponding Water					
Physical Damage					
Unauthorized, Unnecessary/Improper Installed Equipment					
<b>B. Surface Conditions</b>					
Bare Spots in Gravel/ Ballast Displaced					
Alligatoring/Cracking					
Slippage					
Other					
<b>C. Membrane Condition</b>					
Blistering					
Splitting					
Ridging/Wrinkling					
Fishmouthing					
Loose Felt Laps/Seams					
Punctures, Fastener Backout					
Securement to Substrate					
Membrane Shrinkage					
Membrane Slippage					
Other					

**SEMI-ANNUAL MAINTENANCE INSPECTION CHECKLIST**

	OK	Problems		Location, Observation, Action	Date of Repair
		Minor	Major		
<b>III. Roof Perimeter Edging/Fascia/Gravel Stop</b>					
Splitting of Joints					
Securement					
Rusting					
Felt Deterioration					
Fastener Backout					
Punctures					
Other					
<b>IV. Flashing Condition</b>					
<b>A. Base Flashing</b>					
Punctures or Tears					
Deterioration					
Blistering					
Open Laps					
Attachment					
Other					
<b>B. Counterflashing/Termination Bars</b>					
Open Laps					
Punctures					
Attachments					
Rusting					
Fasteners					
Caulking					
Other					



**SEMI-ANNUAL MAINTENANCE INSPECTION CHECKLIST**

	OK	Problems		Location, Observation, Action	Date of Repair
		Minor	Major		
<b>C. Coping</b>					
Open Joints or Fractures					
Punctures					
Attachment					
Rusting					
Drainage					
Fasteners					
Caulking					
Missing					
Other					
Physical Damage					
Other					
<b>D. Walls</b>					
Mortar Joints					
Spalling					
Movement Cracks					
Other					
<b>V. Roof Penetrations/ Rooftop Equipment</b>					
<b>A. Equipment Base Flashings-Curbs</b>					
Open Laps					
Punctures					
Attachments					
Other					
<b>B. Equipment Housing</b>					
Counterflashing					
Open Seams, Missing Covers					
Physical Damage					
Caulking					
Drainage					

**SEMI-ANNUAL MAINTENANCE INSPECTION CHECKLIST**

	OK	Problems		Location, Observation, Action	Date of Repair
		Minor	Major		
<b>C. Equipment Operation</b>					
Discharge of Contaminants					
Excessive Traffic/ Abuse of Roof or Flashings					
Other					
<b>D. Roof Jacks/Vents/ Drains</b>					
Attachment					
Physical Damage					
Vents Operable/ Screens Cleaned					
Other					
<b>VI. Expansion Joint Covers</b>					
Open Joints					
Punctures/Splits					
Securements					
Rusting					
Fasteners					
Other					
Rusting/Efflorescence					
Movement/Damage					
Other					
<b>VII. Pitch Pockets</b>					
Fill Material Shrinkage					
Attachment					
Other					
<b>VIII. Additional Notes or Comments</b>					



**Attachment B**  
**Park West Restroom & Multipurpose Building Roof Replacement**  
**Roof Historical Record**

Building Name: \_\_\_\_\_ Contract No. \_\_\_\_\_

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

1. Contractor's Name and Address

	Name & Address	Contact Person	Telephone
Building Manager			
Architect			
General Contractor			
Roofing Contractor			
Roof Consultant			
Test Laboratory			
Roofing Materials Contractor			
Deck Contractor			
Decking Materials Contractor			
Electrical Contractor			
Mechanical Contractor			
Other			

2. Materials and Specifications (As-Built)

Roof Deck (Type, thickness or gauge, span, coating or treatments, method of attachment, side lap fastening, lap requirements, etc.)

Roof Drainage (Designed slope, slope of valleys, use of crickets, scuppers, drains set in sumps, etc.)

Vapor Retarders (When used, identify trade names, mil thickness, how sealed at ends and side laps, penetrations, describe quantity of adhesive and method of application. Describe edge seals if used.)

Thermal Insulation (List all trade names, thickness and type of each layer, define published "R" value, method of attachment to substrate and layer to layer.)

Identify code numbers, U.L. or F.M. labels, method of breaking joints, etc.)

- Roof Membrane (List all trade names, retain samples 8-1/2" x 11" of each type of sheet material. If bituminous, list all bitumens used by ASTM designation and quantities specified for interply and surfacing. If single-ply, describe all adhesives or solvents used, method of attachment, i.e., loose-laid, partial, etc. Describe lapping, exposure, and other details of importance. If sprayed polyurethane foam, describe number of lifts, specified density, coating type, number of applications, etc.)
- Roof Surfacing (List materials, i.e., 3/8" diameter gravel at 4 PSF, embedded in 60 lb/100ft<sup>2</sup> flood coat of Type 1 asphalt; 1-1/2" diameter rounded gravel at 12 PSF. Note walkway materials, if any and method of attachment, etc.)
- Flashing (Describe base flashing components such as cant strips, nailers, type of films or felts used, priming of walls, trade names and description or thickness, specified fasteners and frequency, surfacing, list flashing specification numbers and manufacturer's details, etc.)
- Sheet Metal (Describe types used, detail numbers, fascia details, lapping, stripping, securement, etc., as applicable. Provide shop drawings at 1/4" or greater scale.)

3. Building Usage

(Include description of type as use of building, i.e. 2 story CBS building used for day care.)

4. Date of Completion of Roof Application:

5: Signature – This report must be signed by the qualifier for the Contractor.

Qualifier's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Note:** If an item or category does not apply insert "N/A".



**TOWN OF MIAMI LAKES**

**Substantial Completion Inspection**

Date of Inspection: \_\_\_\_\_ Re-Inspection No.: \_\_\_\_\_

Project Information

Contract/Project No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_ Contractor's Name: \_\_\_\_\_

Representatives

Town of Miami Lakes: \_\_\_\_\_

Contractor: \_\_\_\_\_

Consultant (if applicable) \_\_\_\_\_

Based on the request of the Contractor a Substantial Completion inspection was conducted, which resulted in the following:

- No punch list created. By signing below the Town acknowledges that the Work has been performed in accordance with the Contract Documents. This form shall serve as the Notice of Final Completion. Final Completion and final payment is subject to the submittal of all required documentation.
- The Punch List items as stated on the Punch List form are required for Substantial Completion but are minor in nature. By signing below the Town acknowledges that the Work excluding that contained on the Punch List form has been performed in accordance with the Contract Documents. This form shall serve as a partial acceptance and notification of Substantial Completion. Final Completion and final payment are subject to the Punch List inspection and acceptance of the corrective Work.
- The punch list items listed are of a nature that precludes issuance of Substantial Completion. Substantial Completion is denied at this time. Items on the Punch List must be completed and the Contractor must request another Substantial Completion Inspection.

The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List shall not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

All punch list items must be completed on or before the mutually agreed upon date of \_\_\_\_\_.

Contractor                      Town of Miami Lakes                      Consultant (If applicable)

Accepted By:                      Approved By:                      Approved By:

\_\_\_\_\_  
Name                      Name                      Name

\_\_\_\_\_  
Signature                      Signature                      Signature






Punch List developed and agreed to by:

Project Manager: \_\_\_\_\_ Signature: \_\_\_\_\_  
 (Print Name)

Contractor: \_\_\_\_\_ Signature: \_\_\_\_\_  
 (Print Name)

Consultant: \_\_\_\_\_ Signature: \_\_\_\_\_  
 (if applicable) (Print Name)