VILLAGE OF KEY BISCAYNE

Office of the Village Manager
MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael W. Davey, *Vice Mayor*
Theodore J. Holloway
Michael E. Kelly
Mayra P. Lindsay
Ed London
James S. Taintor

Village Manager
John C. Gilbert

DATE: October 14, 2014

TO: Honorable Mayor and Council Members

FROM: John C. Gilbert, Village Manager

RE: Pavement Rehabilitation for Streets East of Crandon Boulevard and Traffic Calming Devices

RECOMMENDATION

It is recommended that the Village Council approve the attached Resolution authorizing the Village Manager to execute an Agreement with H & J Paving (attached as Exhibit "A") for the Pavement Rehabilitation for Streets East of Crandon Boulevard and Traffic Calming Devices Project in an amount not to exceed $396,095.30. Funding for this project is in the FY2015 Capital Improvements Plan.

BACKGROUND

Notice of Bid Invitation was published in the Daily News and in the Islander News. Five (5) bids were received. The Village's Engineering Consultant, Tetra Tech conducted the BID evaluation and recommended H & J Paving as the best responsible bidder (attached as Exhibit "B"). The project will be substantially completed within thirty (90) calendar days from the date specified in the notice to proceed, which is anticipated on November 3, 2014.

The project includes the installation of thirteen (13) permanent asphalt speed bumps at the below locations, which will match the one installed at the 100 block of Hampton Lane (attached as Exhibit "C"). The installation of speed bumps is consistent with the Traffic Calming Master Plan for items 2-10. Traffic calming on the 600 block of Fernwood was installed upon a petition approved by the Village Council.

1. 600 block of Fernwood Road
2. 200-300 and 400-500 blocks of Glenridge Road
3. 200-300 and 400-500 blocks of Ridgewood Road
4. West Enid Drive
5. West McIntyre Street
6. 200-300 and 400-500 blocks of Woodcrest Road
7. Seaview Drive

8. Sunrise Drive
9. Galen Drive
10. Ocean Lane Drive

The project is to be funded by the Capital Improvements Plan in the following matter:

- $368,595.30 Repaving
- $ 27,500.00 Traffic Calming
  $396,095.30 Total Project Cost

Reviewed by Ms. Lillian Arango from Weiss Serota Helfman Pastoriza Cole & Boniske as to form and legal sufficiency.

RESOLUTION NO. 2014-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING THE BID OF H & J ASPHALT, INC. FOR PAVEMENT REHABILITATION OF STREETS EAST OF CRANDON BOULEVARD; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR SUCH PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of Village funds for the capital project consisting of pavement rehabilitation of streets east of Crandon Boulevard (the "Project"); and

WHEREAS, on April 8, 2014, the Village of Key Biscayne ("Village") issued an Invitation to Bid ("Bid") for the Project; and

WHEREAS, in response to the Bid, H & J Asphalt, Inc. ("Contractor") submitted a proposal for the Project requested; and

WHEREAS, after review and evaluation of the bids submitted in response to the Bid, the Village Manager recommends that Contractor be selected to perform the Project as the lowest, responsive and responsible bid; and

WHEREAS, the Village Council desires to select and award the contract to Contractor to perform the Project in the amount of $396,095.30, and authorizes the Village Manager to execute the Contract for Construction (the "Contract") in substantially the form attached hereto as Exhibit "A" ; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to authorize and award the Contract for the Project to Contractor, and proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Selection of Bidder and Award of Contract. That the selection and award of the Contract for the Project to Contractor is approved.

Section 3. Capital Project Authorizing Resolution. That pursuant to Section 3.07(b) of the Village Charter, this Resolution shall constitute a Capital Project Authorizing Resolution. The capital Project is the implementation of the Project in the amount of $396,095.30.

Section 4. Contract Approved. That the Contract, substantially in the form attached hereto as Exhibit "A", between Contractor and the Village for the Project is hereby approved, and the Village Manager is hereby authorized to execute the Contract and related or necessary documentation on behalf of the Village, once approved as to form, content and legal sufficiency by the Village Attorney.

Section 5. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the Project and the purposes of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this _____ day of October, 2014.

_____

MAYOR FRANKLIN H. CAPLAN

ATTEST:

_____
CONCHITA H. ALVAREZ, MMC,
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

EXHIBIT "A"

(Contract for Construction)

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "Village"), and **H & J ASPHALT, INC.**, a Florida corporation, whose mailing address is 4310 NW 35th Avenue, Miami, Florida 33142-4323 (hereinafter referred to as "Contractor".)

W I T N E S S E T H

WHEREAS, in response to the Village's Invitation to Bid issued on April 7, 2014, Contractor submitted a proposal for the Project, which Proposal is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items (Pricing) attached hereto as Exhibit "A-1"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ITB and was selected and awarded this Contract for performance of the Work; and

WHEREAS, that Contractor and Village, for the considerations hereinafter named, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1

SCOPE OF WORK

1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by Tetra Tech, Inc. (the "Village's Project Consultant") dated April, 2014 (the "Plans") and the Technical Specifications incorporated herein by reference and made a part of this Contract. for the following Project:

Pavement Rehabilitation Project - Streets East of Crandon Boulevard

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

2.2 Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the Work shall be substantially completed within ninety (90) calendar days from the date specified in the Notice to Proceed ("Substantial

Completion"). Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. The Work shall be fully completed in accordance with the Contract Documents within fourteen (14) calendar days from the date certified by the Village and/or the Village's Project Consultant as the date of Substantial Completion ('Final Completion") and on the date agreed to by the Village when all Work has been completed in accordance with the Contract Documents.

2.3 Upon failure of Contractor to complete the Contract within the specified period of time, Contractor shall pay to Village the sum of Three Hundred and Fifty Dollars ($350.00) for each calendar day after the time specified in Section 2.2 for Final Completion and readiness for final payment. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4 Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

ARTICLE 3

CONTRACT PRICE

3.1 Village shall pay to Contractor for the performance of the Work the total lump sum of Three Hundred Ninety Six Thousand, Ninety Five Dollars and 30/100 ($396,095.30) in accordance with the Contractor's Proposal, Schedule of Bid Items (Pricing), attached hereto as Exhibit "A-1". This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law.

3.2 Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month

for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Value, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.3 Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from Village for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

3.4 The payment of any Application for Payment by Village, including the final request for payment, does not constitute approval or acceptance by Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.

3.5 Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price and Retainage as recommended by the Village's Project Consultant. Final payment is contingent upon receipt by Village from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

3.6 This Contract is subject to the condition precedents that: (i) Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

ARTICLE 4

CONTRACT DOCUMENTS

4.1 The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications approved by Village and prepared by Tetra Tech, Inc. dated April, 2014, the Technical Specifications, the Bidding Documents or procurement documents for the Project, the Contractor's Bid or Proposal for

the Project (including the Schedule of Bid Items-Pricing), the General Conditions, the Supplementary Conditions, the General Construction Provisions and the Technical Specifications, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3 The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

ARTICLE 5

INDEMNIFICATION

5.1 Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

ARTICLE 6

INSURANCE AND BONDS

6.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

(a) Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

(b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

(c) Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

(d) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

(e) Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been

achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

(f) **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. 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 Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

(g) **Additional Insured.** The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The 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 (for applicable policies) in the same manner as if separate policies had been issued to each.

(h) **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

(i) The provisions of this section shall survive termination of this Contract.

6.2 **Bonds.** Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder. (The bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do

business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1 Contractor Represents the following:

7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

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

7.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of

construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.5 Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

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

7.1.7 Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor warrants the following:

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

7.2.2 Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or

consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or Village. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including Village building permits.

ARTICLE 8

DEFAULT AND TERMINATION

8.1 If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2 This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

ARTICLE 9

MISCELLANEOUS

9.1 **No Assignment.**

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

9.2 **Contractor's Responsibility for Damages and Accidents**:

9.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village, and shall promptly repair any damage done from any cause.

9.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

9.3 **Defective Work. Warranty and Guarantee**:

9.3.1 Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Village's Project Consultant, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

9.3.3 The Contractor shall unconditionally warrant and guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. 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. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

9.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4 **Legal Restrictions and Hours of Work.**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, Chapter 17 of the Village Code. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

9.5 **Examination and Retention of Contractor's Records.**

9.5.1 Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes

9.5.2 The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

9.5.3 The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4 The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

9.6 **No Damages for Delay**:

No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village 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 or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven days written notice to the Village.

9.7 **Authorized Representative.**

9.7.1 Before commencing the Work, Contractor shall designate a competent, authorized representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to Village, Contractor shall replace the unacceptable personnel with personnel acceptable to Village.

9.8 **Taxes.**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.9 **Utilities.**

Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10 **Safety.**

Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.11 **Cleaning Up.**

Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

9.12 **Rights and Remedies.**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.13 **Public Entity Crimes Affidavit**

Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

9.14 **Capitalized Terms.**

Capitalized terms shall have their plain meaning as indicated herein.

9.15 **Independent Contractor.**

The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

9.16 **Payment to Sub-Contractors.**

Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

9.17 **Liens.**

Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village's reasonable attorneys' fees and costs incurred in connection therewith.

9.18 **Governing Law**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

9.19 **Waiver of Jury Trial.**

Village and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract for Construction, arising out of, under, or in connection with the Construction of the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

9.20 **Notices/Authorized Representatives.**

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village:	John C. Gilbert Village Manager 88 W. McIntyre Street Key Biscayne, Florida 33149
With a copy to:	Stephen Helfman, Esq. Village Attorney Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. 2525 Ponce de Leon Blvd. Coral Gables, Florida 33134
For The Contractor:	H & J Asphalt, Inc. 4310 NW 35th Avenue Miami, Florida 33142-4323 Attention: _____

9.21 **Prevailing Party; Attorneys' Fees**. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

ARTICLE 10

SPECIAL CONDITIONS

10.1 The following provisions supersede any provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific: None

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: VILLAGE OF KEY BISCAYNE, FLORIDA, signing by and through its Village Manager authorized to execute same by Council action on the ____ day of _____ 2014, and H & J Asphalt, Inc. signing by and through _____, duly authorized to execute same.

ATTEST:

_____
VILLAGE CLERK

VILLAGE:

VILLAGE OF KEY BISCAYNE, FLORIDA, a Florida municipal corporation

By: _____
John C. Gilbert, Village Manager

Date Executed: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR:

ATTEST:

H & J ASPHALT, INC., a Florida Corporation

_____
(Secretary)

By:_____
Name: _____
Title: _____

Date Executed: _____

[Corporate Seal)]

EXHIBIT "A-1"

(Contractor's Schedule of Bid Items – Pricing)

SCHEDULE OF BID ITEMS

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total
Pavement Rehabilitation – Streets East of Crandon Boulevard					
101-1	Mobilization	LS	1	1,500	1,500
101-2	Indemnification	LS	1	$25.00	$25.00
101-3	Performance and Payment Guaranty & Insurance	LS	1	4,000	4,000
102-1	Maintenance of Traffic (5%)	LS	1	10,000	10,000
327-7-01	Milling Existing Pavement (1" Depth)	SY	30,575	1.60	48,920
334-1	Asphalt Leveling	TON	134	145.00	19,430
334-2-13.1	Asphalt Concrete Overlay Hot Mix Asphalt, Traffic C, SP-9.5 (1" Thick)	TON	1,682	145.00	243,890
334-2-13.3	Asphalt Driveway Restoration (Includes 6" Limerock Base and 1" thick of HMA, Asphalt Work Category 2)	SY	345	15.00	5,175
334-2-13.2	Roadway Pavement Restoration (Replace and match existing base thickness (or minimum 8-inch thickness), primed limerock base, and asphalt course with minimum 1" thick of Hot Mix Asphalt, Traffic C, SP-9.5)	SY	100	15.00	1,500
425-6	Adjust Valve Boxes, Fire Hydrants, Meter Boxes and Cleanouts.	EA	13	300.00	3,900
660-2-1	Vehicle Detection - Inductive Loops	EA	2	1,800	3,600
706-1	RPM's (yellow)	EA	234	4.50	1,053
706-2	RPM's (blue)	EA	10	5.00	50
706-3	RPM's (bi-directional)	EA	21	4.50	94.50
711-1	6" Thermo Skip (Yellow 10'x30')	LF	1,610	1.00	1,610
711-2	6" Thermo Skip (White 10'x30')	LF	20	2.00	40
711-3	6" Thermo Solid Stripe (Double Yellow)	LF	1,170	1.70	1,989
711-4	6" Thermo Solid (Yellow)	LF	2,077	0.90	1,869.30
711-5	6" Thermo Solid (White)	LF	4,362	0.80	3,489.60
711-6	24" Thermo Solid Stop Bar (White)	LF	113	3.30	372.90
711-7	6" thermo Solid (Yellow) – Striped Median	LF	186	1.00	186
711-8	12" Thermo Solid (Yellow) – Striped Median	EA	30	3.00	90
711-9	12" Thermo Solid (White)	LF	1,480	2.20	3,256
711-10	Thermo Directional Arrows	LF	12	60.00	720.
711-11	Pavement marking temp. (any color)	LF	1,283	0.40	513.20
711-12	6" Thermo Solid (Blue) – Handicap Parking	LF	94	13.20	1,240.80
711-13	4" Solid (White) Paint	LF	270	0.30	453.24
1A	Speed Hump (Includes installation of 4 signs and 10 RPMs)	EA	11	2,500	27,500
1B	Allowance	LS	1	$10,000	$10,000
	Total Bid				396,467.54

TOTAL BID IN WORDS three hundred ninety six thousand four hundred sixty seven ——— 54/100

NOTE: THE CONTRACTOR SHALL EXAMINE THE SITE AND THE SITE'S EXISTING CONDITIONS PRIOR TO SUBMITTING A BID PRICE. THE CONTRACTOR'S REPRESENTATIVE SHALL SIGN BELOW TO CONFIRM COMPLIANCE WITH THIS REQUIREMENT. NO BID WILL BE CONSIDERED UNLESS SITE VISIT CONFIRMED BELOW.

CONTRACTOR'S REPRESENTATIVE

EXHIBIT "B"

(Tetra Tech's BID Evaluation)

TETRA TECH

May 22, 2014

Mr. John C. Gilbert
Village Manager
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

Subject: PAVEMENT REHABILITATION
STREETS EAST OF CRANDON BOULEVARD
Bid Review and Experience Verification
Tt # 200-15760-14001

Dear Mr. Gilbert:

Tetra Tech has reviewed the bids received for the above referenced project submitted to the Village of Key Biscayne (Village) on May 12, 2014. The bid prices received have been entered into the bid tabulation attached hereto as Attachment A.

As listed in the results tabulation provided in Attachment B, five (5) contractors provided submittals as scheduled with corresponding documentation. The bid submitted by E & M Equipment is being rejected as non-responsive. E & M Equipment utilized an incorrect pricing bid form which omitted the pricing of certain required bid items per Addendum 1 transmitted May 2, 2014. Therefore, recommendation for award is to H & J Asphalt. However, the bid tabulation did not balance due to a discrepancy between the unit cost versus the extended cost for item 711-13 by a difference of $372.24. The bid remains the lowest bid for a total balance of $396,095.30. This informality has been waived and does not constitute an unfair advantage since H & J Asphalt remains the lowest bidder.

The references provided by H & J Asphalt were verified with positive comments. The Village Public Works staff is familiar with the responding contractor and has previously completed work to the satisfaction of the Village and other municipalities.

In summary H & J Asphalt has adequately demonstrated their experience and ability to complete the project and recommend award of the project to H & J Asphalt provided that any additional documentation requested is submitted to the satisfaction of the Village.

Should you have any questions or comments, please do not hesitate to call me.

Sincerely,
Tetra Tech

Alicia M. Verea-Feria
Project Manager

C: Tony Brown, Village of Key Biscayne, Public Works Superintendent
Michael B. Saxton, P.E., Tetra Tech, Senior Project Engineer

150 West Flagler Street, Suite 1625, Miami, Florida 33130 Tel: 786.507.3898 Fax: 786.439.0400 www.tetratech.com

BID/PROPOSAL TABULATION

BID TITLE Village of Key Biscayne - Pavement Rehabilitation - Streets East of Crandon Boulevard
BID NUMBER 200-15760-14001
OPENING DATE 5/12/2014 TIME 2 P.M.
POSTING TIME/DATE
FROM: _____ / _____
UNTIL: _____ / _____
PAGE: _____ OF _____ PAGE(S)

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.53(5), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

NOTICE OF BID/PROPOSALS PROTEST BONDING REQUIREMENT - ANY PERSON WHO FILES AN ACTION PROTESTING A DECISION OR INTENDED DECISION PERTAINING TO CONTRACTS ADMINISTERED BY THE DIVISION OR A STATE AGENCY PURSUANT TO SECTION 120.53(5)(b), FLORIDA STATUTES, SHALL POST WITH THE DIVISION OR THE STATE AGENCY AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST, A BOND PAYABLE TO THE DIVISION OR STATE AGENCY IN AN AMOUNT EQUAL TO 1 PERCENT OF THE DIVISION'S OR STATE AGENCY'S ESTIMATE OF THE TOTAL VOLUME OF THE CONTRACT OR $5,000, WHICHEVER IS LESS, WHICH BOND SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS WHICH MAY BE ADJUDGED AGAINST HIM IN THE ADMINISTRATIVE HEARING IN WHICH THE ACTION IS BROUGHT AND IN ANY SUBSEQUENT APPELLATE COURT PROCEEDING. FOR PROTEST OF DECISIONS OR INTENDED DECISIONS OF THE DIVISION PERTAINING TO AGENCIES' REQUESTS FOR APPROVAL OF EXCEPTIONAL PURCHASES, THE BOND SHALL BE IN THE AMOUNT EQUAL TO 1 PERCENT OF THE REQUESTING AGENCY'S ESTIMATE OF THE CONTRACT AMOUNT FOR THE EXCEPTIONAL PURCHASE REQUESTED OR $5,000, WHICHEVER IS LESS. IN LIEU OF A BOND, THE DIVISION OR STATE AGENCY MAY, IN EITHER CASE, ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.

BIDDERS	BASE BID	BID BOND	PROPOSAL FORM	BID FORM	LICENSES	CERTIFICATE OF LIABILITY	ADDENDUM No. 1
H & J Asphalt	$396,467.54	√	√	√	√		√
Metro Express	$399,886.25	√	√	√	√	√	√
Rock Power Paving	$398,253.30	√	√	√	√		√
H & R Paving, Inc.	$526,162.70	√	√	√	√		√
E & M Equipment Corp.	$383,691.30	√	√	√	√		X

RECEIVED BY: _____ TABULATED BY: _____ VERIFIED BY: _____

VILLAGE OF KEY BISCAYNE
BID EVALUATION
PAVEMENT REHABILITATION - STREETS EAST OF CRANDON BOULEVARD

SUMMARY OF QUANTITIES				ENGINEER'S ESTIMATE		H & J Asphalt		Metro Express		Rock Power Paving		H & R Paving, Inc.		E & M Equipment Corp.	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
101-1	Mobilization (5%)	LS	1	$ 9,671.13	$ 9,671.13	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 40,789.00	$ 40,789.00	$ 5,865.00	$ 5,865.00
101-2	Indemnification	LS	1	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
101-3	Performance and Payment Guaranty & Insurance	LS	1	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 7,000.00	$ 7,000.00	$ 9,713.50	$ 9,713.50	$ 7,775.80	$ 7,775.80	$ 3,842.00	$ 3,842.00
102-1	Maintenance of Traffic (5%)	LS	1	$ 16,118.55	$ 16,118.55	$ 10,000.00	$ 10,000.00	$ 13,000.00	$ 13,000.00	$ 1,800.00	$ 1,800.00	$ 20,394.50	$ 20,394.50	$ 16,675.00	$ 16,675.00
327-7-01	Milling Existing Pavement (1" Depth)	SY	30,575	$ 2.04	$ 62,373.00	$ 1.60	$ 48,920.00	$ 2.20	$ 67,265.00	$ 2.24	$ 68,488.00	$ 3.00	$ 91,725.00	$ 2.50	$ 76,437.50
334-1	Asphalt Leveling	TON	134	$ 118.33	$ 15,856.22	$ 145.00	$ 19,430.00	$ 125.00	$ 16,750.00	$ 125.00	$ 16,750.00	$ 200.00	$ 26,800.00		$ -
334-2-13.1	Asphalt Concrete Overlay Hot Mix Asphalt , Traffic C, SP-9.5 (1" thick)	TON	1,682	$ 118.33	$ 199,031.06	$ 145.00	$ 243,890.00	$ 125.00	$ 210,250.00	$ 129.75	$ 218,239.50	$ 120.00	$ 201,840.00	$ 136.50	$ 229,593.00
334-2-13.3	Asphalt Driveway Restoration (Includes 6" Limerock Base and 1" thick of HMA, Asphalt Work Category 2)	SY	345	$ 45.00	$ 15,525.00	$ 15.00	$ 5,175.00	$ 20.00	$ 6,900.00	$ 26.00	$ 8,970.00	$ 100.00	$ 34,500.00	$ 18.50	$ 6,382.50
334-2-13.2	Roadway Pavement Restoration (Replace and match existing base thickness (or minimum 8-inch thickness) and asphalt course with minimum, primed limerock base and 1" thick of Hot Mix Asphalt, Traffic C, SP-9.5)	SY	100	$ 13.00	$ 1,300.00	$ 15.00	$ 1,500.00	$ 25.00	$ 2,500.00	$ 24.00	$ 2,400.00	$ 200.00	$ 20,000.00	$ 22.00	$ 2,200.00
425-6	Adjust Valve Boxes, Fire Hydrants, Meter Boxes and Cleanouts.	EA	13	$ 250.00	$ 3,250.00	$ 300.00	$ 3,900.00	$ 200.00	$ 2,600.00	$ 150.00	$ 1,950.00	$ 500.00	$ 6,500.00	$ 148.00	$ 1,924.00
660-1	Inductive loops	EA	2	$ 800.00	$ 1,600.00	$ 1,800.00	$ 3,600.00	$ 1,800.00	$ 3,600.00	$ 2,000.00	$ 4,000.00	$ 1,500.00	$ 3,000.00		$ -
706-1	RPM's (yellow)	EA	234	$ 5.00	$ 1,170.00	$ 4.50	$ 1,053.00	$ 5.00	$ 1,170.00	$ 4.50	$ 1,053.00	$ 4.20	$ 982.80	$ 4.50	$ 1,053.00
706-2	RPM's (Bi-directional)	EA	10	$ 5.00	$ 50.00	$ 5.00	$ 50.00	$ 6.00	$ 60.00	$ 4.50	$ 45.00	$ 6.00	$ 60.00	$ 4.50	$ 45.00
706-3	RPM's (Blue)	EA	21	$ 5.00	$ 105.00	$ 4.50	$ 94.50	$ 6.00	$ 126.00	$ 4.50	$ 94.50	$ 4.20	$ 88.20	$ 7.00	$ 147.00
711-1	6" Thermo Skip (Yellow 10' x 30')	LF	1,610	$ 0.60	$ 966.00	$ 1.00	$ 1,610.00	$ 1.25	$ 2,012.50	$ 1.12	$ 1,803.20	$ 1.80	$ 2,898.00	$ 1.15	$ 1,851.50
711-2	6" Thermo Skip (White 10' x 30')	LF	20	$ 0.60	$ 12.00	$ 2.00	$ 40.00	$ 1.25	$ 25.00	$ 1.12	$ 22.40	$ 3.60	$ 72.00	$ 1.15	$ 23.00
711-3	6" Thermo Solid Stripe (Double Yellow)	LF	1,170	$ 0.80	$ 936.00	$ 1.70	$ 1,989.00	$ 3.00	$ 3,510.00	$ 1.68	$ 1,965.60	$ 3.60	$ 4,212.00	$ 2.30	$ 2,691.00
711-4	6" Thermo Solid Stripe (Yellow)	LF	2,077	$ 0.80	$ 1,661.60	$ 0.90	$ 1,869.30	$ 2.50	$ 5,192.50	$ 0.84	$ 1,744.68	$ 1.20	$ 2,492.40	$ 1.15	$ 2,388.55
711-5	6" Thermo Solid (White)	LF	4,362	$ 0.70	$ 3,053.40	$ 0.80	$ 3,489.60	$ 1.80	$ 7,851.60	$ 0.78	$ 3,402.36	$ 1.20	$ 5,234.40	$ 1.15	$ 5,016.30
711-6	24" Thermo Stop Bar (White)	LF	113	$ 3.30	$ 372.90	$ 3.30	$ 372.90	$ 3.00	$ 339.00	$ 3.36	$ 379.68	$ 6.00	$ 678.00	$ 4.00	$ 452.00
711-7	6" Thermo Solid (Yellow) - Striped Median	LF	186	$ 1.50	$ 279.00	$ 1.00	$ 186.00	$ 3.00	$ 558.00	$ 0.90	$ 167.40	$ 6.00	$ 1,116.00	$ 1.15	$ 213.90
711-8	12" Thermo Solid (Yellow) - Striped Median	LF	30	$ 1.50	$ 45.00	$ 3.00	$ 90.00	$ 4.00	$ 120.00	$ 2.80	$ 84.00	$ 6.00	$ 180.00	$ 287.00	$ 8,610.00
711-9	12" Thermo Solid (White)	LF	1,480	$ 1.80	$ 2,664.00	$ 2.20	$ 3,256.00	$ 4.00	$ 5,920.00	$ 2.24	$ 3,315.20	$ 6.00	$ 8,880.00	$ 2.30	$ 3,404.00
711-10	Thermo Directional (Arrows)	EA	12	$ 50.00	$ 600.00	$ 60.00	$ 720.00	$ 100.00	$ 1,200.00	$ 56.00	$ 672.00	$ 96.00	$ 1,152.00	$ 80.50	$ 966.00
711-11	Pavement marking temp. (any color)	LF	1,283	$ 0.50	$ 641.50	$ 0.40	$ 513.20	$ 0.40	$ 513.20	$ 0.34	$ 436.22	$ 1.20	$ 1,539.60	$ 1.15	$ 1,475.45
711-12	6" Thermo Solid (Blue) - Handicap Parking	LF	94	$ 1.00	$ 94.00	$ 13.20	$ 1,240.80	$ 7.00	$ 658.00	$ 12.24	$ 1,150.56	$ 6.00	$ 564.00	$ 1.15	$ 108.10
711-13	4" Solid (White) Paint - Parking areas	LF	270	$ 1.00	$ 270.00	$ 0.30	$ 81.00	$ 0.45	$ 121.50	$ 0.25	$ 67.50	$ 1.20	$ 324.00	$ 0.75	$ 202.50
1A	Speed Hump (include installation of 4 signs and 10 RPMs)	LS	11	$ 3,875.00	$ 42,625.00	$ 2,500.00	$ 27,500.00	$ 2,500.00	$ 27,500.00	$ 3,274.00	$ 36,014.00	$ 2,940.00	$ 32,340.00	$ 525.00	$ 5,775.00
1B	Allowance	LS	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
	Total Bid				$ 392,795.36		$ 396,095.30		$ 399,767.30		$ 398,253.30		$ 526,162.70		$ 387,366.30
							$ 396,467.54		$ 399,886.25		$ 398,253.30		$ 526,162.70		$ 383,691.30
							$ 372.24		$ 118.95		$ -		$ -		$ (3,675.00)
							100.84%		101.81%		101.39%		133.95%		98.62%

EXHIBIT "C"

(Asphalt Speed Bump – 100 block of Hampton Lane)