

**RESOLUTION NO. 04-50**

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC. FOR RESURFACING OF PUBLIC ROADWAYS WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$300,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay requires a contractor to resurface roadways throughout the village on an as needed basis; and,

WHEREAS, the Town of Miami Lakes has contracted with Weekley Paving, Inc. for miscellaneous roadway resurfacing pursuant to its response to a request for proposals; and,

WHEREAS, pursuant to the village's purchasing procedures, the village may enter into contracts for services with contractors when another public agency has already followed proper formal bid procedures; and,

WHEREAS, the village would like to "piggyback" the contract between Weekley Paving, Inc. and the Town of Miami Lakes; and,

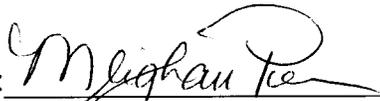
WHEREAS, Weekly Paving, Inc. has agreed to provide the necessary services and resources to the village utilizing the same pricing, terms and conditions as set forth in Agreement with the Town of Miami Lakes dated the 9th day of March, 2004.

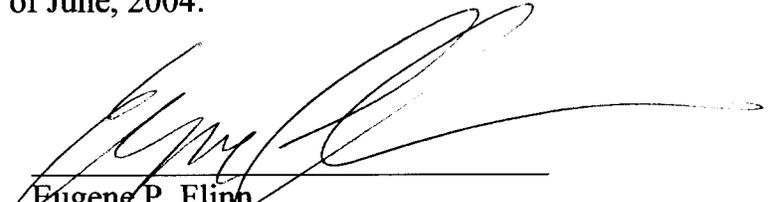
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1: The Village Manager is authorized to "piggy back" on the Town of Miami Lakes miscellaneous road resurfacing services contract with Weekley Paving, Inc., and is authorized to execute the agreement attached as exhibit 1, for an amount not to exceed \$300,000.

Section 2: This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 14<sup>th</sup> day of June, 2004.

ATTEST:   
Meighan Pier  
City Clerk

  
Eugene P. Flinn  
Mayor

READ AND APPROVED AS TO FORM:

  
Earl G. Gallop  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>Yes</u>
Council Member Paul Neidhart	<u>Yes</u>
Council Member John Breder	<u>Yes</u>
Vice-Mayor Linda Robinson	<u>Yes</u>
Mayor Eugene P. Flinn	<u>Yes</u>

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EXHIBIT 1

**CONTRACT BETWEEN VILLAGE OF PALMETTO BAY  
AND WEEKLEY ASPHALT PAVING, INC.**

This contract is made and entered into this \_\_\_ day of June, 2004 between the Village of Palmetto Bay (village), a Florida municipal corporation, located at 8950 SW 152nd Street, Palmetto Bay, Florida 33157 and Weekley Asphalt Paving, Inc., a Florida corporation, located at 20855 SW 36<sup>th</sup> Street, Weston, Florida 33332 (contractor).

**WITNESSETH:**

**WHEREAS**, village desires to engage and retain the services of the contractor to perform the work described in this contract and the contractor desires to accept the engagement; and,

**WHEREAS**, the village requires a contractor to resurface roadways throughout the village on an as needed basis; and,

**WHEREAS**, the Town of Miami Lakes has contracted with Weekley Paving, Inc. for miscellaneous roadway resurfacing pursuant to its response to a request for proposals; and,

**WHEREAS**, pursuant to the village's purchasing procedures, the village may enter into contracts for services with contractors when another public agency has already followed proper formal bid procedures; and,

**WHEREAS**, the village would like to "piggyback" the contract between Weekley Paving, Inc. and the Town of Miami Lakes; and,

**WHEREAS**, Weekley Paving, Inc. has agreed to provide the necessary services and resources to the village utilizing the same pricing, terms and conditions as set forth in the Agreement with the Town of Miami Lakes dated the 9<sup>th</sup> day of March, 2004.

**NOW THEREFORE**, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

\_\_\_\_\_  
village

\_\_\_\_\_  
contractor

**1. WHEREAS CLAUSES**

1.1. The above whereas clauses are incorporated and made a part of this contract.

**2. STATEMENT OF WORK AND MATERIAL TERMS AND CONDITIONS.**

2.1 The statement of work for this project shall be as provided in the attached exhibit 1, which is incorporated and made a part of this contract.

2.2 All material terms and conditions in the attached exhibit 1, are incorporated by reference and adopted as part of this agreement.

**3. COMMENCEMENT DATE AND TERM**

3.1 The term shall commence upon the date of this contract and expire upon the earlier of \_\_\_\_\_ or the acceptance of full performance by the village.

**4. PAYMENT**

4.1 The village shall pay the contractor the contract amount(s) provided in the attached exhibit under section 1.2, except that the maximum price term shall not exceed \$300,000. The amount shall be based on agreed charges for time and materials for an amount not to exceed the stated fixed amount. The amount to be paid shall be stated in the task order authorizing the work.

**5. MODIFICATIONS – CHANGE ORDERS**

5.1 The village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the work. The village may order temporary stoppage of the work or delay in performance that does not alter the scope of work. Changes, including any increase or decrease in the amount of the contractor's compensation, shall be incorporated in written amendments to this contract.

5.2 If any change causes an increase or decrease in the price charged, the maximum amount of the contract, or the time required for

\_\_\_\_\_  
village

\_\_\_\_\_  
contractor

performance of any part of the work under this contract, or otherwise affects the conditions of this contract, the village shall make an equitable adjustment to the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract with a written change order.

## **6. TERMINATION FOR LACK OF FUNDS**

6.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the village for the for the payment of work under this contract are at any time not forthcoming, through the failure of the village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the village shall have the right to terminate the contract without penalty by giving not less than 10 days written notice of the lack of available funding.

6.2 In the event the village declines to appropriate funds for payment of the contract for future fiscal years, contractor shall be paid for work performed under the contract with funds that are appropriated for the current fiscal year. The liability of the village to contractor shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

6.3 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the village to contractor shall be limited to payment for services when payment is received by the village from the county, state or federal authority. The village shall submit all required documents requesting payment within a reasonable time. The village shall not be liable to contractor for work performed in the event that payment is not received by the village from a county, state or federal funding authority. This is a pay-when-paid clause.

## **7. RIGHT TO WITHHOLD**

7.1 If work under this contract is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the contractor, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the sums in the manner as the village may deem proper to secure itself or to satisfy the

\_\_\_\_\_  
village

\_\_\_\_\_  
contractor

claims. The village will provide contractor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

## **8. INTEREST PAYMENTS DUE TO LATE PAYMENT**

8.1 The village shall make payment to contractor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by Section 218.74, Florida Statutes.

8.2 Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the village.

8.3 This section and all subsections shall supplement section 1.2 found in the attached exhibit 1.

## **9. LIENS**

9.1 The Contractor, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

## **10. NOTICES**

10.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices. This section replaces and supercedes section 1.26 of the attached exhibit 1.

## **11. CONTRACTING OFFICER REPRESENTATION**

11.1 For the purposes of this contract, the contracting officers are as follows:

To the Village: Village of Palmetto Bay  
8950 SW 152nd Street  
Palmetto Bay, Florida 33157  
Attention: Village Manager

\_\_\_\_\_ village

\_\_\_\_\_ contractor

To Contractor: Weekley Asphalt Paving, Inc.  
20855 SW 36<sup>th</sup> Street  
Weston, Florida 33332  
Attention: Daniel D. Weekley, President

This section replaces and supercedes section 1.26 of the attached exhibit 1.

## **12. ATTORNEY'S FEES**

12.1 Section 1.13 of the attached exhibit 1 relating to attorney's fees is modified to reflect the following: "neither party shall be responsible for prejudgment interest."

## **13. SEVERABILITY**

13.1 Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

## **14. ENTIRE CONTRACT**

14.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.

## **15. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY**

15.1 Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and contractor has not, and will not, pay a fee the amount of which is contingent upon the village awarding this contract to contractor.

15.2 Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade

County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

15.3 A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the contractor.

## **16. WARRANTY OF AUTHORITY**

16.1 The signatories to this contract warrant that they are duly authorized by action of their respective village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

## **17. MISCELLANEOUS**

17.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

[SIGNATURE PAGE TO FOLLOW]

\_\_\_\_\_  
village

\_\_\_\_\_  
contractor

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

Contractor

By: \_\_\_\_\_  
Charles D. Scurr,  
Village Manager

By: \_\_\_\_\_  
Daniel D. Weekley,  
President

ATTEST:

VILLAGE CLERK

By: \_\_\_\_\_  
Meighan J. Pier

Approved as to form:

By: \_\_\_\_\_  
Earl G. Gallop, Village Attorney  
The Village of Palmetto Bay

CONTRACT BETWEEN VILLAGE OF PALMETTO  
BAY AND WEEKLEY ASPHALT PAVING, INC.

EXHIBIT 1



**weekley asphalt paving, inc.**

20855 S.W. 36TH STREET • WESTON, FLORIDA 33332

May 24, 2004

Village of Palmetto Bay  
**ATTEN: RON WILLIAMS**

**FAX #305-259-1290**

Dear Mr. Williams,

As requested this letter authorizes Village of Palmetto Bay to piggy back off of the Town of Miami Lakes Roadway Resurfacing contract.

If any further information is required please contact me.

Sincerely,

Daniel D. Weekley  
President

**Town of Miami Lakes**  
**Council Memorandum**

To:           Honorable Mayor and Town Council

From:         Alex Rey, Town Manager

Subject:       Miscellaneous Roadway Resurfacing Bid Award

Date:         March 09, 2004

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**Recommendation:**

It is recommended that the Town Council approve the proposed resolution.

**Background**

For the past year the Town has been providing roadway resurfacing throughout the Town. These improvements have been provided under the "Public Works Miscellaneous Projects" contract that was awarded to H & R Paving, Incorporated. The contract with H & R Paving, Inc. was for one year and expired on February 24, 2004. The contract with H & R Paving, Inc. had the option of two separate one year renewals if the Town elected to extend the existing contract. However, we elected not to renew the existing contract with H & R Paving, Inc. due to their unwillingness to provide schedules, lack of responsiveness, and overall less than desirable workmanship.

The Town Engineer prepared contract documents "Miscellaneous Roadway Resurfacing" that were publicly advertised and were available for contractors on January 27, 2004. The contract documents are set up to be on an "as needed basis" with estimated quantities. Unlike the original contract that was awarded to H & R Paving, Inc. this contract is limited to roadway resurfacing items and does not include items such as concrete improvements or permanent pavement markings to allow a quicker response. The following items are included in the base bid:

1.     Type S Asphaltic Concrete
2.     Pothole Repairs
3.     Adjusting Manholes
4.     Adjusting Valve Boxes
5.     Solid Traffic Stripe, Painted
6.     Directional Arrows, Painted
7.     Solid Traffic Marking, Painted
8.     Allowances

To provide the Town with added flexibility with this contract, we added an alternate bid item. This item was for milling the existing asphalt off of the existing roadways. An average depth was set at 1-inch. The milling of the existing roadways will can be provided at the discretion of the Town when existing conditions such as excessive deterioration of the existing roadways exist.

On March 1, 2004 bids were publicly opened and read. The Town received ten bids on the project. The bids ranged from a low of \$469,037.50 to a high of \$911,662.50. The low bidder for the contract was H & R Paving, Inc.

On the same day our Town Engineer tabulated the bids from the ten bidders and no discrepancies were found. The contractor with the lowest total bid (base bid plus alternate) for this contract was H & R Paving, Inc. with a bid of \$469,037.50. However, due to the performance of H & R Paving, Inc. over the past year we are not recommending that they be awarded this contract. We are recommending that Weekley Asphalt Paving, Inc. whose total bid was \$474,625.00 be awarded this contract.

Additionally, the Town Engineer called the three references provided by the low bidder. The references were from clients who continue to utilize the services of Weekley Asphalt Paving, Inc. and are satisfied with the work of the contractor.

This contract is awarded based upon the lowest qualified bid price for one year (with two additional one year options at the Town's discretion). Additionally, the contract is set up as a unit price contract. Therefore, if we choose to do more asphalt overlay and less pothole repairs, there is no additional charge to the Town. Also, if we need to do less work than is outlined in the contract documents, there is no penalty to the Town.

Base Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value	H & S Asphalt, Inc	Estimated Quantity	Unit Price	Value	Community Asphalt	Estimated Quantity	Unit Price	Value	Paragon Construction - South	Estimated Quantity	Unit Price	Value				
331-2	Type 5 Asphalt Concrete	7000	TN	\$48.00	\$336,000.00		7000	\$58.00	\$406,000.00		7000	\$58.00	\$406,000.00		7000	\$58.00	\$406,000.00				
330-1	Porttop Resizer	70	EA	\$1,000.00	\$70,000.00		75	\$900.00	\$67,500.00		75	\$128.00	\$9,600.00		75	\$128.00	\$9,600.00				
425-5	Asphaltic Membranes	50	EA	\$1,600.00	\$80,000.00		50	\$2,500.00	\$125,000.00		50	\$175.00	\$8,750.00		50	\$175.00	\$8,750.00				
425-6	Asphaltic Membranes	50	EA	\$1,000.00	\$50,000.00		50	\$1,000.00	\$50,000.00		50	\$175.00	\$8,750.00		50	\$175.00	\$8,750.00				
710-4	Soil Traffic Stripes	20000	LF	\$0.50	\$10,000.00		20000	\$0.35	\$7,000.00		20000	\$0.66	\$13,200.00		20000	\$0.66	\$13,200.00				
710-5	Soil Traffic Stripes	20000	LF	\$0.50	\$10,000.00		20000	\$0.35	\$7,000.00		20000	\$0.66	\$13,200.00		20000	\$0.66	\$13,200.00				
710-6	Directional Arrows, Painted	5	EA	\$30.00	\$150.00		5	\$30.00	\$150.00		5	\$30.00	\$150.00		5	\$30.00	\$150.00				
710-8	Soil Traffic Marking	75	SEF	\$0.80	\$60.00		75	\$1.00	\$75.00		75	\$4.50	\$337.50		75	\$4.50	\$337.50				
A-1	Allowances	1	TOTAL	\$40,000.00	\$40,000.00		1	\$40,000.00	\$40,000.00		1	\$40,000.00	\$40,000.00		1	\$40,000.00	\$40,000.00				
					\$484,720.00				\$484,720.00				\$483,228.00				\$482,187.80				
Alternate Bid Item No. 327-70		Milling Existing Asphalt (1-inch)		Estimated Quantity	7000	Unit Price	\$3.60	Value	\$24,800.00	Estimated Quantity	7000	Unit Price	\$5.00	Value	\$35,000.00	Estimated Quantity	7000	Unit Price	\$3.25	Value	\$22,750.00
TOTAL BID (Base + Alternate)									\$479,220.00				\$838,228.00						\$814,937.80		

Base Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value	H & R Pavion, Inc.	Estimated Quantity	Unit Price	Value	APAC Group, Inc.	Estimated Quantity	Unit Price	Value		
331-2	Type 5 Asphalt Concrete	7000	TN	\$50.00	\$350,000.00		7000	\$70.00	\$490,000.00		7000	\$70.00	\$490,000.00		
330-1	Porttop Resizer	70	EA	\$250.00	\$17,500.00		75	\$300.00	\$22,500.00		75	\$300.00	\$22,500.00		
425-5	Asphaltic Membranes	50	EA	\$1,750.00	\$87,500.00		50	\$400.00	\$20,000.00		50	\$400.00	\$20,000.00		
425-6	Asphaltic Membranes	50	EA	\$1,750.00	\$87,500.00		50	\$1,500.00	\$75,000.00		50	\$1,500.00	\$75,000.00		
710-4	Soil Traffic Stripes	20000	LF	\$0.25	\$5,000.00		20000	\$0.25	\$5,000.00		20000	\$0.25	\$5,000.00		
710-5	Soil Traffic Stripes	20000	LF	\$0.25	\$5,000.00		20000	\$0.25	\$5,000.00		20000	\$0.25	\$5,000.00		
710-6	Directional Arrows, Painted	5	EA	\$30.00	\$150.00		5	\$30.00	\$150.00		5	\$30.00	\$150.00		
710-8	Soil Traffic Marking	75	SEF	\$2.50	\$187.50		75	\$2.50	\$187.50		75	\$2.50	\$187.50		
A-1	Allowances	1	TOTAL	\$40,000.00	\$40,000.00		1	\$40,000.00	\$40,000.00		1	\$40,000.00	\$40,000.00		
					\$812,337.80				\$812,337.80				\$807,812.80		
Alternate Bid Item No. 327-70		Milling Existing Asphalt (1-inch)		Estimated Quantity	7000	Unit Price	\$5.00	Value	\$35,000.00	Estimated Quantity	7000	Unit Price	\$4.00	Value	\$28,000.00
TOTAL BID (Base + Alternate)									\$847,337.80				\$835,812.80		

Base Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value	Petro Hydro, Inc.	Estimated Quantity	Unit Price	Value	Weekley Asphalt Pavion, Inc.	Estimated Quantity	Unit Price	Value	APAC-Southeast Inc.	Estimated Quantity	Unit Price	Value	T.J. Payment Corp.	Estimated Quantity	Unit Price	Value	
331-2	Type 5 Asphalt Concrete	7000	TN	\$100.00	\$700,000.00		7000	\$66.00	\$462,000.00		7000	\$82.00	\$574,000.00		7000	\$100.00	\$700,000.00		7000	\$100.00	\$700,000.00	
330-1	Porttop Resizer	70	EA	\$500.00	\$35,000.00		75	\$180.00	\$13,500.00		75	\$250.00	\$18,750.00		75	\$250.00	\$18,750.00		75	\$250.00	\$18,750.00	
425-5	Asphaltic Membranes	50	EA	\$800.00	\$40,000.00		50	\$160.00	\$8,000.00		50	\$300.00	\$15,000.00		50	\$300.00	\$15,000.00		50	\$300.00	\$15,000.00	
425-6	Asphaltic Membranes	50	EA	\$700.00	\$35,000.00		50	\$38.00	\$1,900.00		50	\$100.00	\$5,000.00		50	\$225.00	\$11,250.00		50	\$225.00	\$11,250.00	
710-4	Soil Traffic Stripes	20000	LF	\$0.75	\$15,000.00		20000	\$0.28	\$5,600.00		20000	\$0.30	\$6,000.00		20000	\$0.66	\$13,200.00		20000	\$0.66	\$13,200.00	
710-5	Soil Traffic Stripes	20000	LF	\$0.75	\$15,000.00		20000	\$0.28	\$5,600.00		20000	\$0.30	\$6,000.00		20000	\$0.66	\$13,200.00		20000	\$0.66	\$13,200.00	
710-6	Directional Arrows, Painted	5	EA	\$30.00	\$150.00		5	\$30.00	\$150.00		5	\$30.00	\$150.00		5	\$30.00	\$150.00		5	\$30.00	\$150.00	
710-8	Soil Traffic Marking	75	SEF	\$1.50	\$112.50		75	\$1.50	\$112.50		75	\$3.00	\$225.00		75	\$3.00	\$225.00		75	\$3.00	\$225.00	
A-1	Allowances	1	TOTAL	\$40,000.00	\$40,000.00		1	\$40,000.00	\$40,000.00		1	\$40,000.00	\$40,000.00		1	\$40,000.00	\$40,000.00		1	\$40,000.00	\$40,000.00	
					\$874,782.80				\$448,026.00				\$497,436.00				\$799,690.00				\$831,060.00	
Alternate Bid Item No. 327-70		Milling Existing Asphalt (1-inch)		Estimated Quantity	7000	Unit Price	\$3.70	Value	\$25,900.00	Estimated Quantity	7000	Unit Price	\$3.50	Value	\$24,500.00	Estimated Quantity	7000	Unit Price	\$4.50	Value	\$31,500.00	
TOTAL BID (Base + Alternate)									\$811,682.80				\$474,626.00						\$890,636.00			\$831,060.00

**AGREEMENT FOR  
ROADWAY RESURFACING SERVICES**

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

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

- 1.1 **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications of this Agreement, provided in the bid documents and attached herein as Exhibit "A" (the "Work").
- 1.2 **COMPENSATION/PAYMENT**-
- 1.2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
- 1.2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.
- 1.2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal, which is attached as Exhibit "B," based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$474,625.00 (the "Agreement Sum").
- 1.2.4 Included in the Agreement Sum is an allowance account of \$40,000.00 for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town in accordance with the contract documents. Money may only be taken from this account at the prior approval of the Town Engineer and pursuant to any procedures outlined by the Town Engineer or the Town Manager.
- 1.3 **TERM**- This Agreement shall be effective upon execution by both parties and shall continue for a term of one (1) year. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

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

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

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

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

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

**1.5 INDEMNIFICATION-**

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

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

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

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

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

**1.7 CONTRACTOR'S EMPLOYEES-**

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

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

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

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

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

- 1.8 **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this Agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A wooden sign displaying the Town of Miami Lakes Logo and below the logo a caption noting "Public Works" along with the names of the elected officials and Town administrative staff will be required to be provided and displayed at the work site at all times. This sign shall be five foot wide by three foot tall and shall meet the specifications as provided by the Town.
- 1.9 **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:
- 1.9.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.
- 1.9.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 1.9.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single

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

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

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

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

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

1.11 **TERMINATION-**

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

- 1.11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
- 1.11.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.
- 1.11.4 The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.
- 1.12 **CHOICE OF LAW**- This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.
- 1.13 **ATTORNEY'S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.
- 1.14 **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.
- 1.15 **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
- 1.16 **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 1.17 **WAIVER OF JURY TRIAL**. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

- 1.18 **COUNTERPARTS**- This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- 1.19 **INDEPENDENT CONTRACTOR** - It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.
- All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.
- 1.20 **ACCIDENT PREVENTION AND REGULATIONS** - Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
- 1.21 **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
- 1.22 **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.
- 1.23 **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

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

Town:

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

With a copy to:

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

Contractor:

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

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

Attest:

TOWN OF MIAMI LAKES

By: *Beatris M. Arguelles*  
 Beatris M. Arguelles, CMC, Town Clerk

By: *Wayne Slafon*  
 Wayne Slafon, Mayor

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

Signed, sealed and witnessed in the  
presence of:

WEEKLEY ASPHALT PAVING, INC.

By: Daniel D. Weekley Jr.  
Daniel D. Weekley Jr.

By: [Signature]  
Daniel D. Weekley Pres.

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

CORPORATE RESOLUTION

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

Signed and sealed this 22 day of March 2004.

(SEAL)

  
Wayne D. Weekley, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

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

My Commission Expires:

  
Notary Public

 Teresa Patane  
Commission #DD221318  
Expires: Jul 16, 2007  
Bonded Through  
Atlantic Bonding Co., Inc.

**EXHIBIT "A"****DETAILED SPECIFICATIONS  
MISCELLANEOUS ROADWAY RESURFACING****TECHNICAL SPECIFICATIONS INDEX**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
<b>ROADWAY DIVISION I:</b>		
	Special Provisions	1
01020	Allowances	1-3
<b>ROADWAY DIVISION II:</b>		
101	Mobilization	1
102	Maintenance of Traffic	1-2
300	Prime and Tack Coat for Base and Surface Course	1
380	Pothole Repairs	1-2
425	Inlets, Manholes and Junction Boxes	1

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

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

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

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

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

**SECTION 01020****ALLOWANCES****PART 1 SCOPE OF WORK****1.01 DEFINITION**

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

**1.02 ALLOWANCE ACCOUNT**

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

**1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES**

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

**B. Contractor's Duties:**

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

**1.04****CONTRACTOR RESPONSIBILITY FOR PURCHASE,  
DELIVERY AND INSTALLATION**

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

**1.05****ADJUSTMENT OF COSTS**

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

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

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

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

**END OF SECTION**

**DIVISION II****SECTION 101****MOBILIZATION****PART 1 GENERAL****1.01 SUMMARY**

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

**1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

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

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

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

**PART 2 MATERIALS**

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

**PART 3 EXECUTION**

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

**END OF SECTION**

**SECTION 102****MAINTENANCE OF TRAFFIC****PART 1 GENERAL****1.01 SUMMARY**

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

**A. 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

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

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

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

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

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

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

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

## **PART 2 MATERIALS**

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

## **PART 3 EXECUTION**

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

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

**END OF SECTION**

**SECTION 300****PRIME AND TACK COAT FOR BASE AND SURFACE COURSE****PART 1 GENERAL****1.01 SUMMARY**

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

**1.03 SUPPLEMENTAL TECHNICAL SPECIFICATION**

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

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

**PART 2 MATERIALS**

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

**PART 3 EXECUTION**

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

**END OF SECTION**

**SECTION 380****POTHOLE REPAIRS****PART 1 GENERAL****1.01 SUMMARY**

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

**1.04 SUPPLEMENTAL TECHNICAL SPECIFICATION**

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

**380-1 Description.**

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

**380-2 Materials.**

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

**380-3 Construction.**

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

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

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

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

**380-4 Basis of Measurement.**

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

**380-5 Basis of Payment.**

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

**380-5.2 Payment:**

Payment shall be made under:

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

**PART 2 MATERIALS**

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

**PART 3 EXECUTION**

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

**END OF SECTION**

**SECTION 425****INLETS, MANHOLES AND JUNCTION BOXES****PART 1 GENERAL****1.01 SUMMARY**

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

**1.04 SUPPLEMENTAL TECHNICAL SPECIFICATION**

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

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

**PART 2 MATERIALS**

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

**PART 3 EXECUTION**

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

**END OF SECTION**

**EXHIBIT "B"**

*Weekly*

**BID FORM**

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

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

**TOTAL BASE BID AMOUNT**

*\$ 448,025.00*

**TOTAL BASE BID AMOUNT**

**(IN WORDS)** *Four hundred forty eight thousand and twenty five dollars and no cents*

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

**TOTAL ALTERNATE BID AMOUNT**

*\$ 26,600.00*

**TOTAL ALTERNATE BID AMOUNT**

**(IN WORDS)** *Twenty six thousand six hundred and no cents*

**Bid Item Footnotes:**

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

SECTION 3  
PROPOSAL

MISCELLANEOUS ROADWAY RESURFACING

Proposal of WEEKLEY ASPHALT PAVING, INC

20855 SW 36 Street Weston FL 33332  
(name)  
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

"Miscellaneous Roadway Resurfacing"

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

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, Contract, Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to timely execute a contract with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

**NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.**

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to Town within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Town all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the Town. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the contract exceed the dollar amount of the Bidder's proposal amount, as set forth in the attached proposal form.

It is intended that all Work to be performed under this Proposal shall commence approximately 30 days after contract execution.

In no event shall Town be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. CC # 78-581

Bidder's Occupational License No. 189-0001809

*attached*

WITNESS

Susan Callahan  
*ml*

By: [Signature]  
Signature of Authorized Agent  
**DANIEL D. WEEKLEY, PRESIDENT**  
(SEAL)

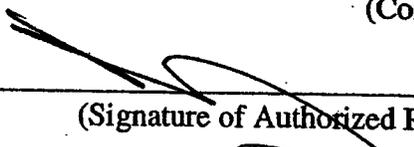
**BID PROPOSAL**

The following Bid Proposal is presented to assist the Town in evaluating the Bid. The Total Base Bid Amount will include all items described in the Section 4 of the Bid Documents (Detailed Specifications). Any additional proposals are not included in the Contract, but shall be performed at the request of the Town Manager. Payment shall be made on the basis of Work actually performed and completed. This will be a work order type of contract providing resurfacing to roadways throughout the Town on an as needed basis.

TOTAL BASE BID AMOUNT \$ 448,025.00  
TOTAL BASE BID AMOUNT (IN WORDS) Four hundred forty eight thousand  
TOTAL ALTERNATE BID AMOUNT \$ 26,600.00  
TOTAL ALTERNATE BID AMOUNT (IN WORDS) Twenty six thousand six hundred  
TOTAL BID (Base + Alt.) AMOUNT \$ 474,025.00  
TOTAL BID (Base + Alt.) AMOUNT (IN WORDS) Four hundred seventy four thousand

Taxpayer Identification Number: 59-0753039

BIDDER: WEEKLEY ASPHALT PAVING, INC  
(Company Name)

  
(Signature of Authorized Representative)

DANIEL D. WEEKLEY, PRESIDENT  
(Printed Name and Title)

**BID FORM**

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

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

**TOTAL BASE BID AMOUNT** \$ 448,025.00

**TOTAL BASE BID AMOUNT (IN WORDS)** Four hundred forty eight thousand twenty five dollars and no cents

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

**TOTAL ALTERNATE BID AMOUNT** \$ 26,600.00

**TOTAL ALTERNATE BID AMOUNT (IN WORDS)** Twenty six thousand six hundred

Bid Item Footnotes:

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

**ADDENDUM NO. 1  
TO BID DOCUMENTS**

**February 27, 2004**

**PROJECT TITLE: Town of Miami Lakes  
Miscellaneous Roadway Resurfacing (the "Project")**

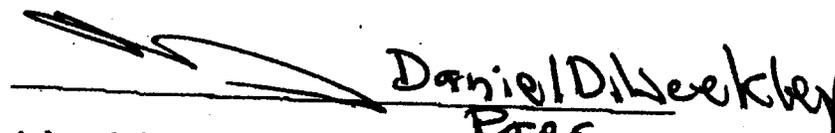
**This addendum forms a part of the Bid Documents and modifies the original Bid Documents as noted. Acknowledge receipt of this Addendum in the space provided below and include a copy in section six (6), Addendum Acknowledgement Forms. Failure to do so may subject the Proposer to disqualification.**

**Each Proposer must return the Addendum form to the Owner upon receipt. The signed addendum shall be faxed to (305) 558-8511.**

**QUESTIONS RAISED BY POTENTIAL BIDDER**

1. Question- Item 710-4 Solid traffic stripe: What is the width?  
Response- 6-inch (Paint)
2. Question - Item 710-6 Arrows, painted; Thermoplastic, temporary or both?  
Response - Paint
3. Question - Item 710-8 Solid traffic marking 75.00 SF. What is this item? Thermo, Paint or both?  
Response - Paint

The bid opening will REMAIN March 1, 2004 at 3:00 P.M. at Town Hall

  
Pres.  
Acknowledgement of Receipt of Addendum

**END OF ADDENDUM NO. 1**

044533030  
Addendum No. 1

SECTION 6  
ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #

# 1

Date Received

2-27-04

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BIDDER:

**WEEKLEY ASPHALT PAVING, INC**

(Company Name)

(Signature)

**DANIEL D. WEEKLEY, PRESIDENT**

(Printed Name & Title)



SECTION 8  
NON-COLLUSIVE AFFIDAVIT

State of Florida  
County of BROWARD SS:

Daniel D. Weekley being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Weekley Asphalt Paving Inc. the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

Susan Callahan  
Witness

[Signature]  
Witness

By: [Signature]

DANIEL D. WEEKLEY, PRESIDENT  
(Printed Name)

\_\_\_\_\_  
(Title)

SECTION 8  
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida  
County of BROWARD SS:

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Daniel D. Weetley executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 1 day of March, 2004.

My Commission Expires:

Teresa Patane

Notary Public State of Florida at Large



Teresa Patane  
Commission #DD221318  
Expires: Jul 16, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

**SECTION 9**  
**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes

by DANIEL D. WEEKLEY, PRESIDENT

[print individual's name and title]

for WEEKLEY ASPHALT PAVING, INC

[print name of entity submitting sworn statement]

whose business address is

20855 SW 36 Street  
Weston FL 33332

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0753039

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the

entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND HAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA**

STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this 1 day of March, 2004 ~~\_\_\_\_\_~~ DANIEL D. WEEKLEY, PRESIDENT

Personally known Daniel D. Weekley

OR produced identification \_\_\_\_\_ Notary Public - State of Florida

Teresa Patane  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
(type of identification)

**Teresa Patane**  
Commission #DD221318  
Expires: Jul 16, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

\_\_\_\_\_  
(Printed, typed or stamped commissioned name notary public)

**SECTION 10**  
**SUPPLEMENT TO BID/TENDER FORM**  
**THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.**

**QUALIFICATION STATEMENT**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

major Roadway construction, Paving,  
drainage, Landscape, Concrete, bridge

2. The address of the principal place of business is:

20855 SW 36 Street  
Weston, FL 33332

3. Company telephone number:

954 389 5311

4. Number of employees:

178

5. Number of employees assigned to this project:

± 28

6. Company Identification numbers for the Internal Revenue Service:

59-0753039

7. Miami-Dade County and Town of Miami Lakes Occupational License Number, if applicable, and expiration date

Miami Dade Co CC# E2309

8. How many years has your organization been in business?

48 years

9. What similar engagements is your company presently working on?

CITY OF BOCA  
CITY OF CORAL SPRINGS  
CITY OF DAVIS

10. Have you ever failed to complete any work awarded to you? If so, where and why?

NO

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

JENNIFER OLSEN

11.1. FL. Dept. of Transportation 3400 W. Commercial Blvd. 954-777-4135  
(name) (address) (phone #)  
TOM DRISCOLL FT. LAUD 35309

11.2. FL. Dept. of Transportation 7900 Forest Hills Blvd  
(name) (address) (phone #)  
CARL MILLER West Palm Beach 33413 561-432-4966  
P.O. Box 290910

11.3. City of Cooper City Cooper City 33329 954 434-4300  
(name) (address) (phone #)

12. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
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*attached*

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

*YESS*

14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

*PAVEMENT MARKINGS  
TRANSMARK  
SOUTHWEST INDUSTRIES  
HIGHTECH*

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATUS OF CONTRACTS ON HAND**

**CONTRACTOR**  
 WEEKLEY ASPHALT PAVING, INC.  
 20855 S.W. 36 Street, Weston, FL 33332

March 01, 2004  
 DATE  
 Page 1 of 2

1 PROJECTS OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5 UNCOMPLETED AMOUNT TO BE DONE BY YOU		6 AS SUBCONTRACTOR
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
MIAMI DADE COUNTY Project #629904	Dade 02037 \$2,000,000.00	\$100,000.00	\$1,900,000.00		\$790,194.00	
PALM BEACH COUNTY Linton Blvd.	Palm Bch 02123 \$5,033,953.00	\$1,920,000.00	\$3,113,953.00		\$836,894.00	
FDOT #228229-25201 Pushbutton-1595 Ramps	Broward 02126 \$500,000.00	\$100,000.00	\$400,000.00		\$162,867.00	
FDOT #19077815215 Var. Counties/Sawgrass	Var. Co. 03153 \$287,445.00	\$0.00	\$287,445.00		\$287,445.00	
FDOT #404836-15201 Royal Palm Way	Palm Bch 03044 \$1,823,012.00	\$920,000.00	\$903,012.00		\$0.00	
CITY OF HALLANDALE Yearly Overlay	Broward 03082 \$364,530.00	\$20,000.00	\$344,530.00		\$227,746.00	
FDOT #229833-15201 PUSHBUTTON	Palm Bch 03128 \$500,000.00	\$135,000.00	\$365,000.00		\$310,717.00	
FDOT #415142-17201 TNP/BEELINE E3E41	Orange Co 03130 \$94,120.00	\$4,120.00	\$90,000.00		\$0.00	
FDOT #408520-17202 FL TNP/E3E42	Palm Bch 03134 \$209,975.00	\$9,000.00	\$200,975.00		\$177,479.00	
FDOT #192816-17203 Landscape Maint	Various 03145 \$388,107.00		\$388,107.00		\$322,504.00	
FDOT #411030-17204 Slope/Shoulder Rehab	Various 03146 \$121,800.00		\$121,800.00		\$24,253.00	
FDOT #411029-17204 Slope/Shoulder Rehab	Various 03147 \$131,852.00		\$131,852.00		\$131,852.00	
FDOT #192854-17203 Slope/Shoulder Maint.	Various 03148 \$136,663.00		\$136,663.00		\$124,622.00	
FDOT #411031-17204 Slope Shoulder Rehab	Various 03149 \$126,500.00		\$126,500.00		\$0.00	
CITY OF BOCA RATON Various Streets Resurface	Broward 03143 \$1,846,040.00	\$100,000.00	\$1,746,040.00		\$1,746,040.00	
<b>TOTALS</b>						

TOTAL UNCOMPLETED WORK ON  
 HAND TO BE DONE BY YOU  
 (TOTAL COLUMNS 5 AND 6)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATUS OF CONTRACTS ON HAND**

**CONTRACTOR**  
 WEEKLEY ASPHALT PAVING, INC.  
 20855 S.W. 36 Street, Weston, FL 33332

March 01, 2004  
 DATE

1 PROJECTS OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5 UNCOMPLETED AMOUNT TO BE DONE BY YOU		6 AS SUBCONTRACTOR
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
FDOT #226038-15201 Oakland Pk Blvd. BROWARD CO.	Broward 03181 \$2,784,403.00	\$775,000.00	\$1,989,403.00	\$1,859,284.00		
Employee Parking CITY OF CORAL SPRINGS	Broward 03182 \$118,800.00	\$80,000.00	\$38,800.00	\$0.00		
Various Sis. #03B200F CITY OF COCONUT CREEK	Broward 03183 \$417,465.00	\$20,000.00	\$397,465.00	\$38,412.00		
Sample Road Streetscape CITY OF LAUDERDALE LAKES	Broward 03186 \$308,018.00	\$120,000.00	\$188,018.00	\$41,538.00		
SR7 Beautification CITY OF BOCA RATON	Broward 03178 \$260,285.00	\$50,000.00	\$210,285.00	\$210,285.00		
Traffic Calming CITY OF FT. LAUDERDALE	Broward 03179 \$1,781,040.00	\$100,000.00	\$1,681,040.00	\$1,681,040.00		
Annual Asphalt FDOT #411801-16201	Dade 03180 \$868,715.00	\$50,000.00	\$818,715.00	\$617,979.00		
N.W. 27 Ave. / 11 St. FDOT #231727-16201	03186 Broward \$202,108.00	\$52,000.00	\$150,108.00	\$122,319.00		
I-595 / SR 7 FDOT #406519-16201	03206 Broward \$3,238,275.00	\$500,000.00	\$2,738,275.00	\$2,738,275.00		
Atlantic Blvd/T4035 FDOT #412741-16201	03205 Dade \$342,278.00		\$342,278.00	\$342,278.00		
N.W. 79 St./T6043 FDOT #260184-86201	04021 Dade \$392,975.00		\$392,975.00	\$392,975.00		
Miami-Dade Pushbutton E6B43 FDOT #260184-76201	04028 Dade \$843,750.00	\$100,000.00	\$743,750.00	\$743,750.00		
Miami-Dade Pushbutton E6B15 FDOT #260566-16201	04027 Monroe \$900,000.00	\$100,000.00	\$800,000.00	\$800,000.00		
Monroe Co Pushbutton E6B61 Aggregate of jobs that individually do not exceed 3% of totals	04028 \$251,000.00	\$51,000.00	\$200,000.00	\$200,000.00		
	\$100,500.00		\$100,500.00	\$100,500.00		
<b>TOTALS</b>				\$15,029,205.00		\$0.00
						\$15,029,205.00

TOTAL UNCOMPLETED WORK ON  
 HAND TO BE DONE BY YOU  
 (TOTAL COLUMNS 5 AND 6)

15. What equipment do you own that is available for the work?

ATTACHED

16. What equipment will you purchase for the proposed work?

NONE

17. What equipment will you rent for the proposed work?

NONE

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

RONNIE KOENE - 25 YEARS WITH W.A.P.  
F.D.O.T. / Q.C. MANGER (954) 444 1056 cell

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

19.1 The correct name of the Bidder is:

WEEKLEY ASPHALT PAVING, INC

19.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

Corporation

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:  
Daniel D. Weekley, President  
TROY L. Weekley, Vice President  
WAYNE D. Weekley, Secretary

19.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.  
WEEKLY BROS., INC.  
WEEKLY BROS. LEASING  
FIVE STAR RODO, INC.

19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

none

19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

none

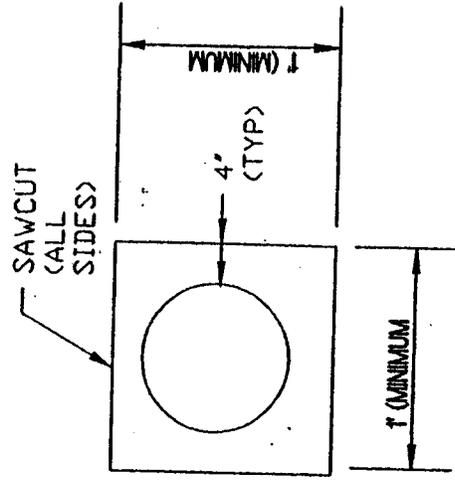
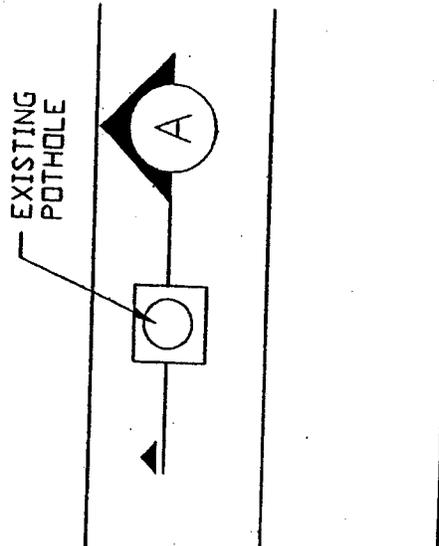
19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A

NAME

RELATIONSHIPS





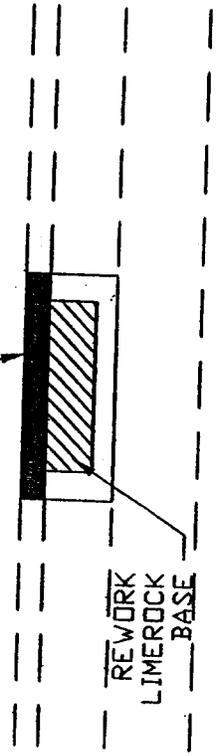
TYPICAL PLAN VIEW

SECTION A-A

NOTES:

1. Sawcut and remove existing asphalt.
2. Remove all loose material from pothole.
3. Where pothole is a long edge of pavement utilize same detail.
4. Contractor responsible for maintenance of vehicular and pedestrian traffic.

ASPHALT THICKNESS AND TYPE SHALL BE THE SAME AS ADJACENT ROADWAY AND IN ACCORDANCE WITH SPECIFICATIONS.



Remove existing base material 2-inches in each direction beyond limits of existing pothole into a generally square configuration.

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**CWI****FAX**

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**To:** Corrice  
**Company:** Village of Palmetto Bay  
**Fax #:** 305-259-1290  
**From:** Linda M. Bell, P.E.

**Date:** June 8, 2004  
**Pages:** 2, including cover  
**CWI No:** 23164.00  
**Subject:** Pavement Costs

Dear Corrice:

The approximate pavement overlay costs for a two-lane mile of roadway is between \$47,000 and \$52,000 per mile. This includes 1-1/4" of asphalt overlay, maintenance of traffic and pavement markings.

The Village roads vary from 20 feet wide to 24 feet wide. We used an average width for this estimate. The costs may vary based on the actual width and how many intersections are in the length of roadway.

The approximate cost for one flag (5'x5') of sidewalk will vary greatly depending on the number of flags to be replaced.

For new sidewalk construction, this cost estimate includes removal of existing sod, preparation of the soil with new limerock base and placement of 4" of concrete sidewalk.

For removal of the existing concrete sidewalk, disposal of concrete, and replacement of with new 4" sidewalk, we generally use If several flags are replaced within the same general area, the cost should be a little lower. If only one or two flags are replaced, then to cost could reach much higher.

For small projects, we generally use \$5-6 per square foot for the concrete including the preparation and base. This is a total of \$36.00 per square yard and could equal \$150.00 for one each new 5'x5' sidewalk flag. On large projects \$20.00 per square yard could be used for a cost estimate of \$60.00 per 5'x5' flag.

If you have any questions, please call.

Linda Bell

COR06NR.wpd

# CWI FAX

**To:** Ron Williams                      **Date:** May 12, 2004  
**Company:** Village of Palmetto Bay      **Pages:** 1, including cover  
**Fax #:** 305-259-1290                      **CWI No:** 23164.00  
**From:** Linda M. Bell, P.E.                **Subject:** Roadway Analysis

Dear Ron:

We are completing the roadway analysis and sidewalk location study. We are performing our Quality control checks and verifications at the present time. Attached are the preliminary findings:

<b>"DRAFT"</b>	
<b>Palmetto Bay Roadway Condition Analysis</b>	
<b>Total Number of Roadway Miles:</b>	<b>116 miles (two-lane roadways)</b>
<b>Poor Condition (Scores 3-7)</b>	<b>7 miles</b>
<b>Fair / Average Condition (Score 8-11)</b>	<b>57 miles</b>
<b>Good Condition (Scores 12-15)</b>	<b>52 miles</b>
<b>Average Roadway Score</b>	<b>10</b>

If you have any questions, please call.

Linda Bell

WILCOND.WPD

# CWI --- --- --- FAX

**To:** Ron Williams                      **Date:** May 12, 2004  
**Company:** Village of Palmetto Bay      **Pages:** 5, including cover  
**Fax #:** 305-259-1290                      **CWI No:** 23164.00  
**From:** Linda Bell, P.E.                      **Subject:** Pavement scoring criteria

Dear Ron:

The following is the criteria that we used to score the three main conditions, asphalt condition, potholes, and cracks of the existing streets in the Village. Based on these three individual condition scores a cumulative condition score for each section of roadway was developed.

Three Conditions being scored.

1. **Asphalt Condition:** Score Value 1-5: This is the condition (age, wear) of the asphalt as to bituminous material to aggregate content.

**Scores:**

- 1= no pavement (worst )
- 2= extremely worn (aggregate very exposed )
- 3= average wear (aggregate slightly exposed )
- 4= minor wear. Aggregate not exposed )
- 5= New pavement or resurface (pavement resurfaced less than 1 year. Aggregate not exposed ) (Best)

2. **Cracks:** Score Value 1-5: This is the cracking of the pavement in either horizontal (perpendicular to the road), longitudinal (parallel to the road) and alligator cracking (combination of both horizontal and longitudinal cracking in an area resembling squares.).

**Scores:**

- 1= numerous amounts of cracks as well as cracks being greater than 1/4 inch in width. Greater than 50% of the pavement area has cracks. (worst )
- 2= numerous amounts of cracks as well as cracks being less than 1/4 inch in width. Less than 50% and greater than 25% of the pavement area has cracks.
- 3= average amounts of cracks as well as cracks being less than 1/4 inch in width. Less than 25% and greater than 5% of the pavement area has cracks.
- 5= No cracks at all.

## Palmetto Bay Roadway Scoring, Page 2

3. Potholes / Patches: This is the amount of potholes and patches present in the roadway affecting the ride condition of the road.

- Scores:
- 1= Numerous amounts of potholes and/or patches. Patch conditions are poor to the point where patch has failed and has holes. Severity of pothole(s) is such that the hole is large enough in width and/or depth to cause possible vehicle damage. (worst )
  - 2- Minor amount of potholes and/or patches. Patch conditions poor to the point where patch has failed and has holes. Severity of pothole(s) is such that the hole is large enough in width and/or depth to cause possible vehicle damage.
  - 3- No potholes, numerous amounts of patches. Patch conditions are good.
  - 5- No patches and/or potholes at all. (Best)

I hope this provides you an insight to the grading criteria we used. If there are any questions, please contact us.

Sincerely,

*Civil Works, Inc.*

fax grading criteria.wpd

**Pavement Surface Condition Field  
Rating Manual for Asphalt Pavements**



**Northwest Pavement Management Association**

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TRASKALD POWER CENTER  
WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

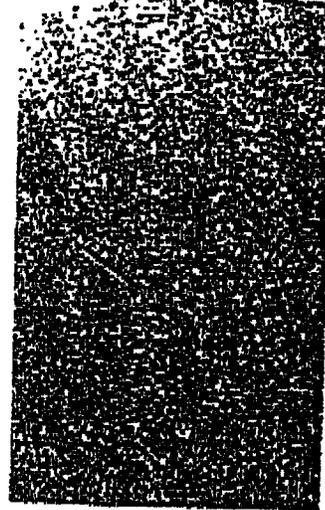
Severity:

*Low* — The cracks have very little or no spalling along the edges and are less than 1/4-inch in width. If the cracks are sealed and the width of the crack prior to sealing is invisible, they should be classified as Low Severity.

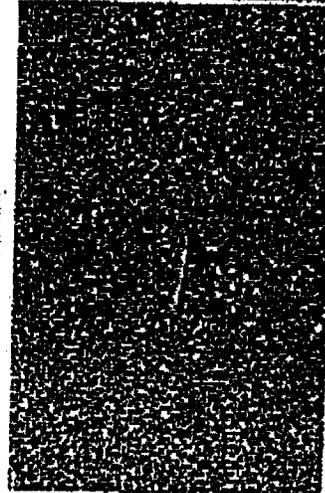
*Medium* — The cracks have little or no spalling but they are greater than 1/4-inch in width. There may be a few randomly spaced low severity connecting cracks near the main crack or at the corners of intersecting cracks.

*High* — Cracks are spalled and there may be several randomly spaced cracks near the main crack or at the corners of intersecting cracks. Pieces are visibly missing along the crack. At some point, this longitudinal cracking becomes alligator cracking.

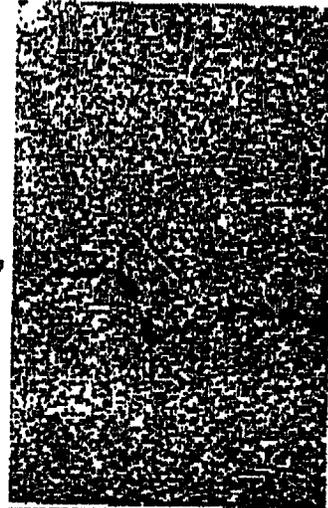
Low



Medium



High



*LONG. OR HORZ. CRACK*

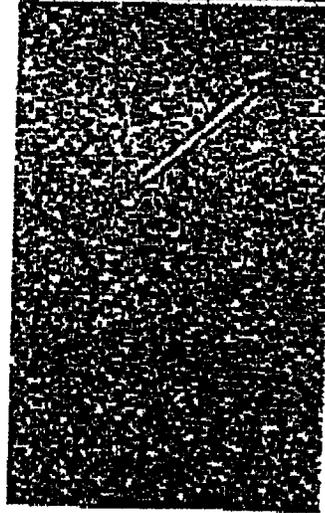
Severity:

*Low* — Branched, longitudinal, discontinuous thin cracks are beginning to interconnect and form the typical alligator pattern with no spalling.

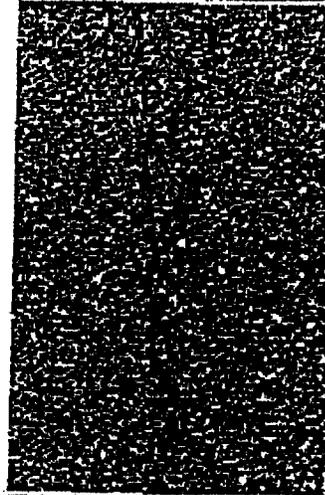
*Medium* — Cracking is completely interconnected and has fully developed an alligator pattern. Some spalling may appear at the edges of cracks. The cracks may be greater than 1/4-inch wide, but the pavement pieces are still in place.

*High* — The pattern of cracking is well developed. Spalling is very apparent at the crack. Individual pieces may be loosened and may rock under traffic. Pieces may be missing. Pumping of fines up through the cracks may be evident.

*Low*



*Medium*



*High*



ALLIGATOR CRACKS

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**CWI** 

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**FAX**

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**To:** Corrice  
**Company:** Village of Palmetto Bay  
**Fax #:** 305-259-1290  
**From:** Linda M. Bell, P.E.

**Date:** Jan. 28, 2004  
**Pages:** 2, including cover  
**CWI No:** 23164.00  
**Subject:** Pavement Costs

Dear Corrice:

The approximate pavement overlay costs for a two-lane mile of roadway is between \$45,000 and \$50,000 per mile. This includes 1" of asphalt overlay, maintenance of traffic and pavement markings.

The Village roads vary from 20 feet wide to 24 feet wide. We used an average width for this estimate. The costs may vary based on the actual width and how many intersections are in the length of roadway.

If you have any questions, please call.

Linda Bell

COR0608.wpd