

INVITATION TO BID

NW 82nd Ave & Oak Lane Reconfiguration Project

ITB No. 2018-04



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Marilyn Ruano
Councilmember Luis Collazo
Councilmember Timothy Daubert**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Wednesday, November 8, 2017
Non-Mandatory Pre-Bid Conference	N/A
Bids Due	11:00 AM, Wednesday, November 29, 2017

NW 82nd Ave & Oak Lane Reconfiguration Project

ITB 2018-04

Table of Contents

Section A. NOTICE TO BIDDERS..... 6

Section B. INSTRUCTIONS TO BIDDERS 8

B1. DEFINITION OF TERMS 8

B2. BID PROCESS..... 9

 B2.01. GENERAL REQUIREMENTS9

 B2.02. PREPARATION OF BID10

 B2.03. BID PREPARATION COSTS AND RELATED COSTS.....10

 B2.04. PRE-BID CONFERENCE.....10

 B2.05. QUALIFICATION OF BIDDERS10

 B2.06. EXAMINATION OF CONTRACT DOCUMENTS10

 B2.07. INTERPRETATIONS AND CLARIFICATIONS.....11

 B2.08. POSTPONEMENT OF BID OPENING DATE11

 B2.09. ACCEPTANCE OR REJECTION OF BIDS11

 B2.10. WITHDRAWAL OF BID11

 B2.11. OPENING OF BIDS11

 B2.12. LOCAL PREFERENCE12

 B2.13. TIE BIDS12

 B2.14. AWARD OF CONTRACT(S)12

 B2.15. BID PROTEST PROCESS.....12

 B2.16. EXECUTION OF CONTRACT12

B3. REQUIRED FORMS & AFFIDAVITS..... 12

 B3.01. COLLUSION.....12

 B3.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT13

 B3.03. CONFLICT OF INTEREST/ANTI-KICKBACK13

 B3.04. PUBLIC RECORDS AFFIDAVIT.....13

 B3.05. PUBLIC ENTITY CRIMES ACT13

Section C. GENERAL TERMS AND CONDITIONS 14

C1. PRELIMINARY STEPS TO STARTING THE WORK 14

C1.01.	CONTRACTOR'S PRE-START REPRESENTATION	14
C1.02.	PRE-CONSTRUCTION CONFERENCE	14
C1.03.	PROJECT SCHEDULE	14
C1.04.	SCHEDULE OF VALUES	14
C1.05.	CONSTRUCTION PHOTOGRAPHS	15
C1.06.	STAGING SITE	15
C1.07.	COORDINATION WITH TOWN RESIDENTS	15
C2.	GENERAL REQUIREMENTS	15
C2.01.	GENERAL REQUIREMENTS	15
C2.02.	RULES AND REGULATIONS	16
C2.03.	HOURS FOR PERFORMING WORK	16
C2.04.	SUBCONTRACTORS	16
C2.05.	CONSULTANT SERVICES	16
C2.06.	AUTHORITY OF THE PROJECT MANAGER	16
C2.07.	HURRICANE PREPAREDNESS	17
C2.08.	INDEPENDENT CONTRACTOR	17
C2.09.	THIRD PARTY BENEFICIARIES	18
C2.10.	ASSIGNMENT OR SALE OF CONTRACT	18
C2.11.	TIME OF COMPLETION	18
C2.12.	APPLICABLE LAW AND VENUE OF LITIGATION	18
C2.13.	NON-EXCLUSIVE CONTRACT	18
C2.14.	SEVERABILITY	18
C2.15.	CONTRACT DOCUMENTS CONTAINS ALL TERMS	19
C2.16.	ENTIRE AGREEMENT	19
C2.17.	INTENTION OF THE TOWN	19
C2.18.	NOTICES	19
C2.19.	PRIORITY OF PROVISIONS	20
C2.20.	ROYALTIES AND PATENTS	20
C2.21.	OWNERSHIP OF THE WORK	20
C3.	INDEMNITY & INSURANCE	20
C3.01.	INDEMNIFICATION	20
C3.02.	CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK	21

C3.03.	DEFENSE OF CLAIMS	21
C3.04.	INSURANCE	21
C4.	SITE ISSUES	23
C4.01.	SITE INVESTIGATION AND REPRESENTATION	23
C4.02.	METHOD OF PERFORMING THE WORK	24
C4.03.	DIFFERING SITE CONDITIONS.....	25
C4.04.	PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC	25
C4.05.	CONTRACTOR’S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE.....	26
C4.06.	ACCESS TO WATER AND UTILITIES.....	26
C4.07.	COORDINATION OF THE WORK	26
C4.08.	ACCESS TO THE PROJECT SITE(S).....	27
C4.09.	CLEANING UP; TOWN’S RIGHT TO CLEAN UP	27
C4.10.	SANITARY PROVISIONS	27
C4.11.	MAINTENANCE OF TRAFFIC	27
C4.12.	WORK IN STREET, HIGHWAY, & OTHER RIGHTS-OF-WAY	28
C5.	SAFETY ISSUES.....	28
C5.01.	SAFETY PRECAUTIONS	28
C5.02.	TRENCH SAFETY ACT	29
C5.03.	MATERIAL SAFETY DATA SHEETS	29
C6.	PLANS, DOCUMENTS & RECORDS	30
C6.01.	CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA	30
C6.02.	SHOP DRAWINGS AND SUBMITTALS	30
C6.03.	TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS	30
C6.04.	REQUEST FOR INFORMATION.....	31
C6.05.	RECORD SET	31
C6.06.	ACCESS, REVIEW AND RELEASE OF RECORDS	31
C7.	CONTRACTOR RESPONSIBILITIES	32
C7.01.	LABOR AND MATERIALS.....	32
C7.02.	VEHICLES AND EQUIPMENT	33
C7.03.	SUPERVISION OF THE WORK	33
C7.04.	TOWN LICENSES, PERMITS AND FEES.....	33
C7.05.	TAXES	33

C7.06.	REMOVAL OF UNSATISFACTORY PERSONNEL	33
C7.07.	COMPLIANCE WITH APPLICABLE LAWS	34
C7.08.	NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA	34
C7.09.	RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION	34
C7.10.	PURCHASE AND DELIVERY, STORAGE AND INSTALLATION	34
C8.	PAYMENT PROCESS	35
C8.01.	COMPENSATION	35
C8.02.	ESTIMATED QUANTITIES	35
C8.03.	LINE ITEM PRICING	35
C8.04.	LINE ITEM QUANTITIES	35
C8.05.	ADDITIONAL LINE ITEM PRICING	35
C8.06.	REIMBURSIBLE EXPENSES	36
C8.07.	PROGRESS PAYMENTS	36
C8.08.	RETAINAGE & RELEASE	37
C9.	CONTRACTOR MODIFICATIONS & DISPUTE PROCESS	37
C9.01.	FIELD DIRECTIVE	37
C9.02.	CHANGE ORDERS	37
C9.03.	FORCE MAJEURE	38
C9.04.	EXTENSION OF TIME	38
C9.05.	EXCUSABLE DELAY, NON-COMPENSABLE	39
C9.06.	CLAIMS	40
C9.07.	DISPUTES AND MEDIATION	41
C9.08.	CONTINUING THE WORK	42
C9.09.	FRAUD AND MISREPRESENTATION	42
C9.10.	STOP WORK ORDER	42
C9.11.	MATERIALITY AND WAIVER OF BREACH	42
C9.12.	TIME IN WHICH TO BRING ACTION AGAINST THE TOWN	42
C9.13.	CONTRACT EXTENSION	43
C10.	EARLY TERMINATION & DEFAULT	43
C10.01.	SET-OFFS, WITHHOLDING, AND DEDUCTIONS	43
C10.02.	CONTRACTOR DEFAULT	43
C10.03.	TERMINATION FOR CONVENIENCE	44

C10.04. REMEDIES AVAILABLE TO THE TOWN.....	45
C11. SUBSTITUTIONS.....	45
C12. INSPECTION OF THE WORK.....	45
C13. UNCOVERING FINISHED WORK.....	45
C14. DEFECTIVE OR NON-COMPLIANT WORK	46
C15. FUNDS AVAILABILITY	46
Section D. SPECIAL TERMS AND CONDITIONS	47
D1. SCOPE OF WORK	47
D2. CONTRACT TERM	47
D3. FDOT SPECIFICATIONS.....	47
D4. LIQUIDATED DAMAGES.....	47
D5. WARRANTY.....	47
D6. SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION	48
D7. ACCEPTANCE AND FINAL PAYMENT	48
D8. E-VERIFY	49
Section E. BID FORM.....	50
Section F. QUESTIONNAIRE.....	51
Section G. REQUIRED ATTACHMENTS	52
Section H. CONTRACT EXECUTION AND BOND FORMS	53
CONTRACT EXECUTION FORM	54
CORPORATE RESOLUTION.....	55
FORM OF PERFORMANCE BOND (Page 1 of 2)	56
FORM OF PAYMENT BOND (Page 1 of 2)	58
EXHIBIT A – NW 82nd Avenue & Oak Lane IMPROVEMENTS PLANS.....	60

SECTION A. NOTICE TO BIDDERS

ITB Name: NW 82nd Ave & Oak Lane Reconfiguration Project

ITB No.: 2018-04

Bids Due: 11:00AM EST, Wednesday, November 29, 2017

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's NW 82nd Ave and Oak Lane Reconfiguration Project ("Project"). Bidders are to submit one (1) original and five (5) copies of their Bid, with original signatures together with a copy of the Bid on a CD-ROM or Flash Drive. **Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00 A.M. on November 29, 2017.**

Scope of Work:

The Contractor must furnish all labor, materials, equipment, and supervision required for the reconfiguration of the dedicated southbound right turn lane into a right-turn/left-turn lane on the southbound approach on NW 82nd Ave to allow safe left turn movements at the intersection of NW 82nd Ave and Oak Lane. The Work includes, but is not limited to, asphalt milling and resurfacing, signing and pavement markings, construction of new sidewalk and ramps with detectable warnings, construction of curb and gutter, reconstruction of concrete nose median, sodding, and related restoration work in accordance with the Plans attached hereto as Exhibit A. Additional information on the Scope of Work can be found in Section D of the ITB.

Minimum Qualification Requirements:

To be eligible for award of this project, bidders shall:

1. Possess a minimum of five (5) years of experience performing construction of roadway improvement projects involving public right-of-way;
2. Provide verifiable client references demonstrating successful completion of at least three (3) roadway improvement projects with a total project amount of \$50,000 or more performed within the last three (3) years;
3. Possess a current certified General Contractor license issued by the State of Florida or a Miami-Dade County Certificate of Competency as a General Engineering Contractor; and
4. Be able to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract.

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

Bid Documents are available on the Town's website at www.miamilakes-fl.gov and selecting "Contractual Opportunities" and on www.DemandStar.com. Any inquiries regarding the Project may be directed to the Town at procurement@miamilakes-fl.gov. Telephone calls or verbal conversations are **not** permitted

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

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town should be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. Failure to

comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

END OF SECTION

SECTION B. INSTRUCTIONS TO BIDDERS

B1. DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Construction Change Directive** means a written directive to effect changes to the Work, issued by the Consultant or the Director that may affect the ITB Contract price or time.
9. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
10. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
11. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
12. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
13. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
14. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
15. **Days** mean calendar days unless otherwise specifically stated in the .
16. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
17. **Design Documents, Plans or Sketch** means any construction plans and specifications or graphic representation included as part of the Contract.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work, or used or consumed in the performance of the Work.
21. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
22. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
23. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
24. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
25. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
26. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
27. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
28. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
29. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
30. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
31. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
32. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2. BID PROCESS

B2.01. GENERAL REQUIREMENTS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section A. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the

company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

B2.02. PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

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

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

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

Joint venture firms or teaming agreements will not be considered for award under this ITB.

B2.03. BID PREPARATION COSTS AND RELATED COSTS

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

Bidder's must submit the line item price spreadsheet ("Spreadsheet") that is part of the Bid Form on a CD-ROM or flashdrive in MS Excel format at the time of Bid submission. Do not convert the Spreadsheet to .pdf format. Failure to submit the MS Excel Spreadsheet will result in the Bid being rejected as non-responsive. Where a discrepancy exists between the Total Bid Amount on the hard copy of the Bid and the Spreadsheet the price in the Spreadsheet will prevail. **The Town Form is not to be altered, unlocked, or changed in any manner, including converting the Form to .pdf. Such action will result in a Bid being rejected as non-responsive.**

The Bid Form explains how Bidders are to price each line item of the Spreadsheet.

B2.04. PRE-BID CONFERENCE

No pre-bid conference is scheduled for this solicitation.

B2.05. QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must submit a completed Questionnaire Form utilizing the form included in the ITB. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.06. EXAMINATION OF CONTRACT DOCUMENTS

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

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.

- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

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

B2.07. INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, www.miamilakes-fl.gov under Contractual Opportunities. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.08. POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.09. ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

a. Unbalanced Bids

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.10. WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.11. OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be

opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.12. LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 12-142. In order to qualify, Proposers seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov> under the "Local Preference" tab on the Procurement Department's page.

B2.13. TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to the Bidder whom has most successfully completed work for the Town.

B2.14. AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

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

B2.15. BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

B2.16. EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract attached hereto together with the acceptable bonds as required in this ITB.

B3. REQUIRED FORMS & AFFIDAVITS

B3.01. COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be

developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit attached hereto.

B3.03. CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits attached hereto in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04. PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05. PUBLIC ENTITY CRIMES ACT

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

END OF SECTION

SECTION C. GENERAL TERMS AND CONDITIONS

C1. PRELIMINARY STEPS TO STARTING THE WORK

C1.01. CONTRACTOR'S PRE-START REPRESENTATION

Contractor represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, location of the Work, all local conditions, and any federal, state, county, and local laws, ordinances, rules and regulations that may, in any manner, affect performance of the Work, and represents that it has combined its inspections and observations with the requirements of the Contract Documents. Contractor further represents that it has studied all surveys, document, and reports of including those of any subsurface and latent physical conditions referred to in the specifications and made such additional inspections and investigations as it deems necessary for the performance of the Work and that he has coordinated the results of all such data, inspections, and investigations with the requirements of the Contract Documents.

C1.02. PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after execution of the Contract by the Town, and before any Work is performed at the Project site, a pre-construction conference will be held. Prior to this meeting the Contractor must submit its Project Schedule and Schedule of Values so they and other details of the project can be discussed.

C1.03. PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each of the tasks required to complete the Project. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.
2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules will result in the rejection of any submitted payment application.
3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the two (2) week period. The look-ahead schedule must be provided to the Project Manager and Consultant every other Thursday prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

C1.04. SCHEDULE OF VALUES

The Contractor must submit two copies of a Schedule of Values, which must be submitted within fourteen (14) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Manager may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to

determine the accuracy of the Schedule of Values. **The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract.**

The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

C1.05. CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally.

C1.06. STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security and any loss, damage or theft to its equipment and materials. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor will be responsible for any loss, damage or theft to its equipment and materials. The Contractor is also responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Project Manager will authorize the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

C1.07. COORDINATION WITH TOWN RESIDENTS

Contractor will, be responsible to provide written notification to the Town residents impacted by the Work at least seven (7) days prior to the commencement of the Work. Notification shall be made using a flyer, in a format acceptable to the Project Manager, and must be delivered by mail or by personal delivery. Contractor must maintain a record of the date(s) of notification and provide such information to the Project Manager. Contractor must not commence Work until notification to residents is provided in a manner acceptable to the Town. Contractor must also coordinate with the residents all Work that impacts residents' driveway approaches. Additionally, the Contractor may be required to attend resident informational meetings.

C2. GENERAL REQUIREMENTS

C2.01. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

C2.02. RULES AND REGULATIONS

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

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

C2.03. HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise in a Field Directive. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C2.04. SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

For purposes of this Project, Subcontractors must comply with the terms of Section D10, E-Verify.

C2.05. CONSULTANT SERVICES

The Town, at its sole discretion may hire a Consultant who may serve as the Town's representative for the Project. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided in the Contract Documents and as outlined in Article 3.32, Authority of the Project Manager, of the General Terms and Conditions, where such authority has been delegated in writing by the Town Manager.

C2.06. AUTHORITY OF THE PROJECT MANAGER

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

Documents. The Project Manager may delegate some of the authority contained in this Article to the Consultant.

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

The Project Manager and Consultant have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing. All instructions to the Contractor will be issued through the Town Manager or designee or the Project Manager.

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

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

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, give rise to any duty or responsibility of the Project Manager to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C2.07. HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code.

Compliance with any specific severe weather event or alert precautions will not constitute additional work.

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

C2.08. INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable

to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C2.09. THIRD PARTY BENEFICIARIES

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

C2.10. ASSIGNMENT OR SALE OF CONTRACT

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

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

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

C2.11. TIME OF COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion of the work will be stated in the Bid.

C2.12. APPLICABLE LAW AND VENUE OF LITIGATION

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

C2.13. NON-EXCLUSIVE CONTRACT

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

C2.14. SEVERABILITY

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

C2.15. CONTRACT DOCUMENTS CONTAINS ALL TERMS

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

C2.16. ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C2.17. INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C2.18. NOTICES

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

For Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov

Mr. Raul Gestesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

For Contractor:

(To Be Determined)

Space intentionally left blank

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

C2.19. PRIORITY OF PROVISIONS

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

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

1. Revisions and Change Orders to the Contract will govern over the Contract
2. The Contract Documents will govern over the Contract
3. The Special Conditions will govern over the General Conditions of the Contract
4. Addendum to an ITB will govern over the ITB

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings
2. Schedules, when identified as such will govern over all other portions of the Plans
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise
4. Larger scale drawings will govern over smaller scale drawings
5. Figured or numerical dimensions will govern over dimensions obtained by scaling
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern

C2.20. ROYALTIES AND PATENTS

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

C2.21. OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C3. INDEMNITY & INSURANCE

C3.01. INDEMNIFICATION

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

Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

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

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

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

C3.02. CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

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

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

C3.03. DEFENSE OF CLAIMS

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

C3.04. INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Employer's Liability:*

Limit for each bodily injury by an accident must be \$1,000,000 policy limit for each accident, per employee, including bodily injury caused by disease.

c. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must 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 must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 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.

d. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must 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 must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1. Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
2. Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
3. CGL Required Endorsements
 - a. Employees included as insured
 - b. Contingent Liability/Independent Contractors Coverage
 - c. Contractual Liability
 - d. Waiver of Subrogation
 - e. Premises and/or Operations
 - f. Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
 - g. Loading and Unloading
 - h. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

e. Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

f. Additional Insured

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

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

C4. SITE ISSUES

C4.01. SITE INVESTIGATION AND REPRESENTATION

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc. and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the

commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

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

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

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

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

C4.02. METHOD OF PERFORMING THE WORK

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

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

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

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

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

If the Project Manager or Consultant reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project Manager, the Project Manager will have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project within the specified time. The Contractor must immediately comply with such orders at no additional cost to the Town. (3) The Town at its sole

option may also have Work performed by a third-party contractor and deduct such cost from any monies due the Contractor.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

Contractor is responsible to control dust and prevent it from becoming a public nuisance or causing off-site damage. Contractor must take all necessary and prudent measure to control dust.

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

C4.03. DIFFERING SITE CONDITIONS

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

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

C4.04. PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

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

Contractor is solely responsible to restore all areas impacted by the Work, including but not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

C4.05. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors will be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the Town nor its officers or agents will be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

C4.06. ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood. Electrical power required during construction shall be installed by a qualified electrical contractor approved by the Project Manager.

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

C4.07. COORDINATION OF THE WORK

Prior to the commencement of the Work under the Contract, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing or scheduled project(s) that will be ongoing or commence during the Work on a Project that may require coordination. The Contractor will be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the

Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

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

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

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

C4.08. ACCESS TO THE PROJECT SITE(S)

Town will provide the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by Town for the use of Contractor.

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

C4.09. CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must, at all times, keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

Should the Contractor leave any open trenches at any time that Work is not being performed, the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for all costs incurred in mitigating any open trenches.

C4.10. SANITARY PROVISIONS

The Contractor must provide on-site all necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in its employ. Contractor must be kept in a clean and sanitary condition and must comply with the requirements and regulations of the public authorities having jurisdiction. Contractor must commit no public nuisance. Sanitary facilities must be removed by the Contractor at its own expense upon completion of the Work, and the premises must be left clean.

C4.11. MAINTENANCE OF TRAFFIC

Any Work performed in the public right-of-way will require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public

Works Department, and FDOT. Contractor will not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in the Contract

The Contractor shall be responsible for the maintenance of public streets and traffic control necessary to perform the Work under the Contract Documents. The cost of traffic control shall be included in the Contractor's Bid.

The Contractor shall be fully responsible for the Maintenance of Traffic (MOT) on public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, throughout the Project, as required by the Manual of Uniform Traffic Control Devices (MUTCD), the FDOT Roadway and Bridge Standard Index drawing Book, and/or Contract Documents. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the previous noted standards. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without Town approval.

Where construction of the Project shall involve lane closures of public streets, the following shall apply:

1. Lane closures require a Public Works Permit, obtained two (2) weeks prior to planned construction, with a minimum forty-eight (48)-hour prior notice to local police and emergency departments.
2. No traffic lane may be blocked for any period between the hours of 7:00 to 9:00 AM and 4:00 to 7:00 PM.
3. MOT Plan has been approved at least twenty-four (24) hours in advance of such closure.

Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during construction.

Pavement markings damaged during construction shall be remarked, at no additional cost to the Town, as required by the Town.

Failure by the Contractor to comply with the Maintenance of Traffic requirements will result in the Town issuing a Stop Work Order until corrective action is taken. The Contractor will not be entitled to any additional time resulting in any delays due to issuance of a Stop Work Order.

C4.12. WORK IN STREET, HIGHWAY, & OTHER RIGHTS-OF-WAY

Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines either aerial, surface or subsurface, etc., must be done in accordance with requirements of the Contract Documents or, if not mentioned, must be restored to their original condition or better. All Work performed is subject to the approval of the Project Manager.

C5. SAFETY ISSUES

C5.01. SAFETY PRECAUTIONS

Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Project site and other persons who may be affected thereby;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA "Federal Right to Know" Regulation, 29 CFR 1910, 1915, 1917, 1918, and 1926, regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

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

All open trenches or holes must be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes are to be left open during nighttime or non-working hours without the prior written approval of the Project Manager.

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

Contractor's duties and responsibilities for the safety and protection of the Work must continue until such time as all the completion of the Contract.

C5.02. TRENCH SAFETY ACT

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid is required to comply with the requirements of the **FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**, Where a Project awarded under the Contract requires trenching the Contractor must complete the Trench Safety Act Form ("Form") and return the Form to the Project Manager before commencing any Work. Failure to submit said Form will result in the Contractor not being able to proceed with the Work and be potentially be in default of its Contract.

Any costs identified on the Form are not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in its Bid prices. Failure to complete this form may result in the Bid being declared non-responsive.

C5.03. MATERIAL SAFETY DATA SHEETS

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a part of the Project must be accompanied by a Material Safety Data Sheet (MSDS) which must be obtained from the manufacturer. The MSDS must include the following information:

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
 - a. The potential for fire, explosion, corrosion, and reaction;
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and

- c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C6. PLANS, DOCUMENTS & RECORDS

C6.01. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

C6.02. SHOP DRAWINGS AND SUBMITTALS

Contractor may be required, based on the Scope of Work of a Project, to submit shop drawings, sketches, samples or product data. A Work Order, if applicable, may state if shop drawings or other submittals are required if they are not required by the Building Code or regulatory agencies.

Contractor is responsible to submit such documents or samples in a timely manner for review by the Project Manager or Consultant. Shop Drawings are to be complete in every detail and clearly identify any deviation from what is required by the Contract. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager to properly evaluate and accept the submittal or shop drawing. Receipt of the shop drawings or submittals does not constitute acceptance

Incomplete or partial submittals will not be reviewed. All shop drawings for components of a system must be submitted together for them to be reviewed.

Where professional calculations or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager or Consultant are entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, must be submitted in a neat clear and easy format to follow.

Contractor is solely responsible for the accuracy of all shop drawings and submittals and any approval by Project Manager will in no way relieve the Contractor from said responsibility for full compliance with the Contract Documents.

C6.03. TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS

The Town, in its sole discretion, may furnish design drawings. It is the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor is solely responsible for verifying the accuracy of the drawings prior to commencing the Work, and is responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This also applies to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).

During the performance of the Work, should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and methods of construction.

The Contractor will have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions or errors, not identified in writing to the Project Manager prior to commencing the Work.

The Project Manager and Consultant has the right to approve and issue supplemental drawings and instructions setting forth written orders, instructions, or interpretations, provided such Supplemental drawings or instructions involve no change in the Contract price or this Contract time, unless a Change Order is issued in accordance with the Contract Documents.

C6.04. REQUEST FOR INFORMATION

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

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

C6.05. RECORD SET

Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during performance of the Work. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion of the Work and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

C6.06. ACCESS, REVIEW AND RELEASE OF RECORDS

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

a. *Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

b. *Retention and Transfer of Public Records*

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

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

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C7. CONTRACTOR RESPONSIBILITIES

C7.01. LABOR AND MATERIALS

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

The Contractor will provide competent, suitably qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

a. *Minimal Disturbance*

All Work done by the Contractor or any Subcontractor must be done with minimal disturbance to the residents of the Town. The noise level must be kept at reasonable levels. All Contractor personnel and Subcontractors must demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business in the Town. The Town reserves the right to require the Contractor to permanently remove personnel from Work under the Contract that fail to comply with the requirements of this section.

C7.02. VEHICLES AND EQUIPMENT

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

C7.03. SUPERVISION OF THE WORK

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable.

Contractor must have a competent English-speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

C7.04. TOWN LICENSES, PERMITS AND FEES

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

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

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

C7.05. TAXES

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

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C7.06. REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

C7.07. COMPLIANCE WITH APPLICABLE LAWS

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

C7.08. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

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

C7.09. RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION

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

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submits a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Article C8.

Conditional Release of Liens are not accepted by the Town.

C7.10. PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

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

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available at the website address identified in Article C8.

C8. PAYMENT PROCESS

C8.01. COMPENSATION

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&itemid=358.

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

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

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

C8.02. ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C8.03. LINE ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article C8.06. This includes any incidental costs associated with the Work under a Work Order not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

C8.04. LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C8.05. ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

C8.06. REIMBURSIBLE EXPENSES

Certain Project expenses may, or will not be know at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Town Issued Permits
2. Police Officer costs when not provided by the Town

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

C8.07. PROGRESS PAYMENTS

Contractor may make application for payment for Work completed during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed. All applications shall be submitted in triplicate and the Contractor shall only use the Town's Contractor Payment Application Form or an invoice format approved by the Town. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated Project schedule as required by Article C1.03 and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager. Each application for payment shall be submitted in duplicate for approval.

Ten percent (10%) of all monies earned by Contractor shall be retained by Town until Final Acceptance by the Town. Any interest earned on retainage shall accrue to the benefit of Town. All requests for retainage reduction shall be in writing in a separate stand-alone document.

The Town shall not pay more than five (5%) of the Total Contract price as mobilization should a schedule of values be required of the contractor

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
4. Damage to another contractor not remedied.
5. Liquidated damages and costs incurred by Town and/or Consultant for extended construction administration.
6. Failure of Contractor to provide any and all documents required by the Contract Documents.

Contractor may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location, subject to the sole discretion and approval of the Project Manager. Where a payment request is made for materials or equipment not incorporated in the Project, but delivered and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment shall be conditioned upon submission by the Contractor of paid invoices and an executed Material Purchased/Stored On-Premises form to establish the Town's title to such materials or equipment, or otherwise protect the

Town's interest, including applicable insurance in the name of Town and transportation to the Project site.

Contractor retains sole liability to replace such stored materials or equipment as a result of damage or loss for any reason.

C8.08. RETAINAGE & RELEASE

Subsequent to the Project Manager determining that fifty (50%) percent of the Work has been completed the Contractor may submit a separate invoice requesting the release of 10% of the retainage withheld and submit a written request that future retainage be reduced to 5%. The Town at its sole discretion may determine that the request for release or reduction of the retainage should not occur.

Subsequent to Final Completion of the Project the Contractor may submit a separate invoice for the release of the final retainage. The Town may withhold payment or any portion thereof to offset any fees or costs owed to the Town

C9. CONTRACTOR MODIFICATIONS & DISPUTE PROCESS

C9.01. FIELD DIRECTIVE

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article 3.40. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

C9.02. CHANGE ORDERS

Without invalidating the Contract Documents and without notice to any Surety, the Town reserves and has the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project

Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

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

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

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

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

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available at the website address identified in Article C8.

C9.03. FORCE MAJEURE

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

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. **Do Not Include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and does not include the acts or omissions of Subcontractors or suppliers.

C9.04. EXTENSION OF TIME

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

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;

3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

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

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 3.43, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

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

C9.05. EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of Contractor, its subcontractors, or suppliers, or is (ii) caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C9.04.

Failure of Contractor to comply with Articles C9.04, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C9.06. CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C9.03 and C9.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article 3.3 within the timeframe established in Article C9.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

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

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C9.03, and Article C9.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

C9.07. DISPUTES AND MEDIATION

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

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts of mediation not end in a mutual resolution then the Contractor must notify in writing the Town Manager as identified in Article C13, Notices, of the claim or dispute. The Contractor must submit its dispute in writing, with all supporting documentation, to the Town's Procurement Manager. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

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

1. it has first received Town Manager's written decision, approved by the Town Council if applicable, or
2. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
3. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

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

C9.08. CONTINUING THE WORK

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

C9.09. FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

C9.10. STOP WORK ORDER

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

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C10.03, Termination for Convenience.

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

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

C9.11. MATERIALITY AND WAIVER OF BREACH

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

C9.12. TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

C9.13. CONTRACT EXTENSION

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

C10. EARLY TERMINATION & DEFAULT

C10.01. SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

C10.02. CONTRACTOR DEFAULT

a. *Event of Default*

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

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

b. *Notice of Default-Opportunity to Cure*

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

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

c. *Termination for Default*

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

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

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

C10.03. TERMINATION FOR CONVENIENCE

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

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

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

C10.04. REMEDIES AVAILABLE TO THE TOWN

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

C11. SUBSTITUTIONS

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

The Contractor may request the Town to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions will be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

C12. INSPECTION OF THE WORK

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

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

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

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

C13. UNCOVERING FINISHED WORK

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager will notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as additional Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration will be at the expense of the Contractor. Such expenses will also include repayment to the Town for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

C14. DEFECTIVE OR NON-COMPLIANT WORK

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

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

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

If, within one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

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

C15. FUNDS AVAILABILITY

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

END OF SECTION

SECTION D. SPECIAL TERMS AND CONDITIONS

D1. SCOPE OF WORK

The Contractor must furnish all labor, materials, equipment, and supervision required for the reconfiguration of the dedicated southbound right turn lane into a right-turn/left-turn lane on the southbound approach on NW 82nd Ave to allow safe left turn movements at the intersection of NW 82nd Ave and Oak Lane. The Work includes, but is not limited to, asphalt milling and resurfacing, signing and pavement markings, construction of new sidewalk and ramps with detectable warnings, construction of curb and gutter, reconstruction of concrete nose median, sodding, and related restoration work.

D2. CONTRACT TERM

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s). The Contractor shall obtain Substantial Completion of the Work within thirty (30) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within ten (10) Days after obtaining Substantial Completion.

D3. FDOT SPECIFICATIONS

FDOT specifications apply in the performance of the Work and all applicable specifications are hereby incorporated by reference. The Town may, at its sole discretion, make changes to the FDOT specification and the Contractor will be advised of any such changes.

D4. LIQUIDATED DAMAGES

The Town may establish liquidated damages on the Notice to Proceed.

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract Documents, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of five hundred (\$500.00) dollars, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

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

The Town will notify the Contractor in writing that it is incurring liquidated damages.

D5. WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager the Contractor must furnish

satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

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

D6. SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION

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

When the Contractor believes that the Work is substantially complete, the Contractor must request in writing that the Project Manager or Consultant inspect the Work to determine if Substantial Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of Completion, no request for Substantial Completion inspection is to be submitted until the Contractor has obtained the Certificate(s) of Completion. The Project Manager or Consultant will schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be identified on this form and it will be known as Punch List Work. The Punch List must be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

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

Upon Substantial Completion and the receipt and acceptance of any required documentation, including warranty documents, the Project Manager will determine that a Project has achieved Final Completion and authorize final payment.

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

D7. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager will, within ten (10) calendar days, make an inspection thereof. If the Project Manager finds the Work acceptable, the requisite documents have been submitted and the requirements of the Contract fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Contractor must deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the final invoice.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Town will, upon such certification of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing final payment, except that it will not constitute a waiver of claims.

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

D8. E-VERIFY

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and shall expressly require any subcontractors performing Work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subconsultant.

END OF SECTION

SECTION E. BID FORM



BID FORM

This Bid is submitted on behalf of Metro Express, Inc. (hereinafter "Bidder") located at
(Name of Bidder)

9442 NW 109 St. Yalley, Fl 33178, submitted on 11/29/17,
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2018-04 for

NW 82 Ave. & Oak Lane Reconfiguration Project
(Solicitation Title)

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.



Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

BID PRICE

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form (Separate Attachment) to be responsive. A printed copy of the MS Excel Bid Form should also be included as part of the Bid Submittal. Do not convert the MS Excel Bid Form to a .pdf form.

Bidder's **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents as reflected in the MS Excel Spreadsheet.

Total Bid Amount: \$ 65,214.00

Firm's Name: Metro Express, Inc.

SSN or Federal ID No.: 65-0711071 Telephone No.: 305-885-1330

E-Mail Address: delia@metroexpresscorp.com Facsimile No.: 305-885-1327

Town/State/Zip: Medley, FL 33178

Printed Name/Title: Delia Trasobares Signature: [Handwritten Signature]

SECTION F. QUESTIONNAIRE



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

21 Years

a. Professional Licenses/Certifications (include name and license #)*	Issuance Date
<u>General Contractor CGC0050765</u>	<u>8/31/2018</u>
<u>General Engineering E-201301</u>	<u>9/30/2019</u>
<u>Underground Utility & Excavation CUC1224592</u>	<u>8/31/2018</u>
_____	_____

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company:

- a. FEIN/EIN Number: 65-0711071
- b. Dept. of Business Professional Regulation Category (DBPR): CGC050965
 - i. Date Licensed by DBPR: 8/31/2018
 - ii. License Number: CGC050965
- c. Date registered to conduct business in the State of Florida: 11/21/1996
 - i. Date filed: 11/21/1996
 - ii. Document Number: P9600096781
- d. Primary Office Location: 9442 NW 109 St. Medley, FL 33178
- e. What is your primary business? Contractor
(This answer should be specific)



f. Name of Qualifier, license number, and relationship to company:

Delio A. Trasobares / CSC 050965

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
------	-------	----------------

<u>Delio A. Trasobares</u>	<u>President</u>	<u>100%</u>
----------------------------	------------------	-------------

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership



c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
<u>Debio A. Trasciada</u>	<u>President</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 30

b. Total No. of Managerial/Admin. Employees: 7

c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

Skilled 8

Semiskilled 7

None Skilled 8

5. Will a Labor Force Company be used to provide any workers? Yes No

6. Employer Modification Rating: 1.0

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

Kahn Corling & Company / 3350 South Dixie Highway,
Miami, FL 33133



b. Insurance Contact Name, telephone, & e-mail:

Kahn Corlin / Carmen Pillot / 305-461-8205 / cpillot@kahn-corlin.com

c. Insurance Experience Modification Rating (EMR): 1-0
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

e. Bond Carrier name & address:

Kahn Corlin's Company / 3350 South Dixie Highway, Miami, FL 33133

f. Bond Carrier Contact Name, Telephone number, & Email:

Carmen Pillot / 305-461-8205 / cpillot@kahn-corlin.com

g. Number of Bond Claims paid out in the last 5 years & value of each: 0

8. Have any lawsuits been file against your company in the past 5 years? Yes No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No If yes, in a separate attachment provide an explanation



including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Angel Fernandez

b. How many years has the PM been with the Company: 13

c. List all the PM's licenses & certifications:

d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

Street Improvements/Coral Gables/1,300,000
NW 10 Ave Improvements/Miami/1,000,000
NW 9 Ave Improvements/Miami Gardens/190,000

e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
<u>None</u>			



f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

Self Perform

15. Current and Prior Experience:

a. Current Experience

Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

b. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By: 
Signature of Authorized Officer

11/29/17
Date

Delio A. Trasobares
Printed Name



CLIENT REFERENCE LETTER

To Whom It May Concern.

Subject: Reference Letter for Metro Express, Inc. hereinafter "Bidder"

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Project: Citywide ROW Improvements

Name of Project Owner: City of Coral Gables

Scope of work: Drainage, Traffic, Sidewalk, Alley Improvement various locations

Value of Project: \$ 3,000,000.00 Is construction ongoing? Yes No

Value of Construction: \$ has not started not. was Construction completed on time: Yes No

Date Construction was Completed has not started Was Construction completed within budget? Yes No

If no, did the Contractor contribute to the delay(s) or increased cost? Yes No

Project Management: Above expectations Average Below expectations

Management of Subcontractors: Above expectations Average Below expectations

Project Safety Management Above expectations Average Below expectations

Was the Contractor responsive to the Project Owner? Yes No

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No

Number of Change Orders: _____ Were any Contractor driven? Yes No

Would you enter into a contract with the Contractor again in the future? Yes No

If no to any of the above please provide details below. Provide any other comment you feel appropriate

Metro Express has been w/ City for a while. They are responsive, responsible, accessible and fast in resolving any issues pending. Their overall performance is excellent

Thank you for your assistance in helping us in evaluating our bid solicitation.

Contact Person: Julia Abraham

Title: Civil Eng. dgt Inspector

Phone: (305) 460-5059

Email: j.abraham@coralgables.com

Signature: [Signature]

Date: 11/22/17

Sincerely,

Thomas Fossler
Procurement Manager

Project has not started yet



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for METRO EXPRESS hereinafter "Bidder"

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: STREET REHABILITATION - WASHName of Project Owner: MIAMI DADE COUNTY - PWIDScope of work: PATCHING, MILLING & RESURFACINGValue of Project: \$ 712,772.00 Is construction ongoing? Yes NoValue of Construction: \$ _____ If not, was Construction completed on time: Yes NoDate Construction was Completed: _____ Was Construction completed within budget? Yes NoIf no, did the Contractor contribute to the delay(s) or increased cost? Yes NoProject Management: Above expectations Average Below expectationsManagement of Subcontractors: Above expectations Average Below expectationsProject Safety Management: Above expectations Average Below expectationsWas the Contractor responsive to the Project Owner? Yes NoWere the number of RFIs submitted reasonable for the scope of the project(s)? Yes NoNumber of Change Orders: 0 Were any Contractor driven? Yes NoWould you enter into a contract with the Contractor again in the future? Yes No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

EXCELLENT AND RELIABLE CONTRACTOR

Thank you for your assistance in helping us in evaluating our bid solicitation.

Contact Person: JOSQUIN RABASATE Title: CONST. COORDINATORPhone: 305 299 9822 Email: JR@MIAMIDADE.GOVSignature: [Signature] Date: 11/23/17

Sincerely,

Thomas Fossler
Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Metro Express hereinafter "Bidder"

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: NW 109 Ave. Roadway Construction

Name of Project Owner: City of Doral

Scope of work: Roadway construction, embankment, subgrade, stormwater drainage, asphalt, striping.

Value of Project: \$ 414,025.39 Is construction ongoing? Yes No
 Value of Construction: \$ 414,025.39 If not, was Construction completed on time: Yes No
 Date Construction was Completed: 9/27/2016 Was Construction completed within budget? Yes No

If no, did the Contractor contribute to the delay(s) or increased cost? Yes No

Project Management: Above expectations Average Below expectations

Management of Subcontractors: Above expectations Average Below expectations

Project Safety Management: Above expectations Average Below expectations

Was the Contractor responsive to the Project Owner? Yes No

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No

Number of Change Orders: 0 Were any Contractor driven? Yes No

Would you enter into a contract with the Contractor again in the future? Yes No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Contact Person: xCarlos Arroyo Title: Assistant Public Works Director

Phone: 305-593-6740 Email: Carlos.Arroyo@cityofdoral.com

Signature: Date: 11/20/17

Sincerely,
 Thomas Fossler
 Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for METRO EXPRESS, hereinafter "Bidder"

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: _____

Name of Project Owner: CITY OF MIAMI SPRINGS

Scope of work: milling, PAVING, STRIPING

Value of Project: \$ 25,000.00 Is construction ongoing? Yes No

Value of Construction: \$ 25,000.00 If not, was Construction completed on time: Yes No

Date Construction was Completed: 9-5-17 Was Construction completed within budget? Yes No

If no, did the Contractor contribute to the delay(s) or increased cost? Yes No

Project Management: Above expectations Average Below expectations

Management of Subcontractors: Above expectations Average Below expectations

Project Safety Management: Above expectations Average Below expectations

Was the Contractor responsive to the Project Owner? Yes No

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No

Number of Change Orders: 0 Were any Contractor driven? Yes No

Would you enter into a contract with the Contractor again in the future? Yes No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Contact Person: THOMAS W NASH Title: Public Works Director
 Phone: 786-229-9719 Email: nash1@miamisprings-fl.gov
 Signature: [Handwritten Signature] Date: 11-28-17

Sincerely,

Thomas Fossler
Procurement Manager

SECTION G. REQUIRED ATTACHMENTS



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: ITB 2018-04

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

- Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____
- Addendum No. _____, Dated _____

No Addendum issued for this Solicitation

Firm's Name: Metro Express, Inc.

Authorized Representative's Name: Delio A. Trasobares

Title: President

Authorized Signature: *[Handwritten Signature]*

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Metro Express inc., a corporation organized and existing under the laws of the State of Florida, held on the 29 day of November, 2017, a resolution was duly passed and adopted authorizing (Name) Delio A. Trascobares as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 29, day of November, 2017.

Secretary: 

Print: Delio A. Trascobares

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

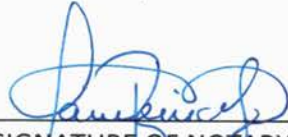
NOTARIZATION

STATE OF FL)

) SS:
COUNTY OF Miami Dade)

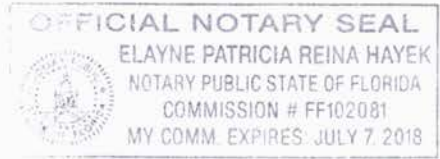
The foregoing instrument was acknowledged before me this 29 day of November, 2017, by Dario A. Trasobares, who is personally known to me or who has produced _____ as identification and who (did

/ did not) take an oath.



SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC



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 Delio A. Trasobares / President
[print individual's name and title]

for Metro Express, Inc.
[print name of entity submitting sworn statement]

whose business address is

9442 NW 109 St

Medley, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0711071

(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 that 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]**

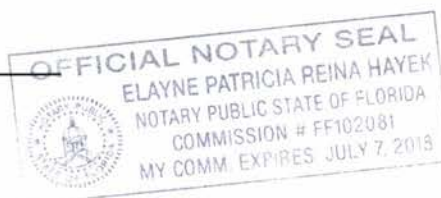
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE 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.

BEFORE ME, the undersigned authority, personally appeared Delia A. Trascobares 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 Delia A. Trascobares executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 29 day of November, 2017.

My Commission Expires:


Notary Public State of Florida at Large



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Delio A. Trasobares*
Title: *President*

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 *Delio A. Trasobares* executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this *29* day of *November*, *2017*.

My Commission Expires:
Elayne Patricia Reina Hayek
Notary Public State of Florida at Large



COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.


If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Metro Express, Inc.

Authorized representative (print): Delio A. Trasobares

Authorized representative (signature):  Date: 11/29/2017



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Metro Express, Inc.

Solicitation No.: ITB 2018-04

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

	<u>N/A</u>	
Last name	First name	Relationship

Last name	First name	Relationship

Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship

Last name	First name	Relationship

Last name	First name	Relationship

[Signature]
Authorized Signature

11/29/17
Date:

Delia A. Trasobares
Print Name

Pres
Title:

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

COMPANY: Metro Express Inc.
ADDRESS: 9442 NW 109 St
NAME: Delio A. Trasobares TITLE: President
E-MAIL: delio@metroexpresscorp.com PHONE: 305-885-1330
SIGNATURE: Delio A. Trasobares DATE: 11/29/17

Certification – Trench Safety Act

The Bidder, by virtue of signing the Bid Form, affirms that the Bidder is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and Subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Bidder acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

The Bidder further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
N/A					

Total \$ 0

The Bidder/Proposer shall acknowledge this Bid and certifies to the above stated IV by signing and completing the spaces provided below.

Firm's Name: Metro Express, Inc

Signature: [Signature]

Printed Name/Title: Delio A. Trasobares, President

City/State/Zip: Medley, FL 33178

Telephone No.: 305-885-1330

E-Mail Address: delio@metroexpresscorp.com

SECTION H. CONTRACT EXECUTION AND BOND FORMS

CONTRACT EXECUTION FORM

(DO NOT FILL OUT THIS FORM)

This Contract 2018-04 made this ____ day of _____ in the year ____ in the amount not to exceed \$ _____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of Contractor)

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

CORPORATE RESOLUTION

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

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

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

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

FORM OF PERFORMANCE BOND (PAGE 1 OF 2)

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, No. **2018-04**, awarded the _____ day of _____, 20____, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Town for Work on the **NW 82nd Ave & Oak Lane Reconfiguration Project**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor is, and declared by Town to be, in default under the Contract, and the Town having performed Town obligations hereunder, the Surety must promptly remedy the default, or must promptly:
 - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents;
or

FORM OF PERFORMANCE BOND (Page 2 of 2)

4.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible Bidder, or, if Town elects, upon determination by Town and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, means the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

No right of action will accrue on this bond to or for the use of any person or corporation other than Town, as named herein.

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

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

CONTRACTOR:

WITNESSES:

Secretary

(CORPORATE SEAL)

(Name of Corporation)

By: _____
(Signature)

(Print Name and Title)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM OF PAYMENT BOND (PAGE 1 OF 2)

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a **Contract No. 2018-04**, for the **NW82 Ave & Oak Lane Reconfiguration Project**, awarded the _____ day of _____, 20____, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION WILL BE VOID; OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies must, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies must, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

FORM OF PAYMENT BOND (Page 2 of 2)

2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95-11, Florida Statutes.

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

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

CONTRACTOR:

ATTEST:

(Name of Corporation)

(Secretary)

By: _____
(Signature)

(Corporate Seal)

(Print Name and Title)

____ day of _____, 20____.

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

Town of Miami Lakes
 ITB 2018-04 NW 82 Ave & Oak Lane Reconfiguration Project
 Bid Form

BID FORM NOTES:

1. All bid prices shall be inclusive of all labor, equipment, material, machinery, tools, means of transportation, mobilization, maintenance of traffic, supplies, equipment, applicable permitting coordination and services, testing costs, sales tax and all other applicable taxes and fees.
2. Reference sheet "ITEM NOTES" for line item details.
3. The Bidder agrees to perform all the Work described in the Contract Documents for a lump sum amount.
4. It is the intention of the Town to award a contract to the lowest responsible and responsive Bidder based on the total amount of the bid.
5. Contractor will be paid based on actual work performed.
6. Quantities in Bid Form are based on estimates only and are not intended to reflect the actual quantities required. As such, the Town reserves the right to reduce quantities or sizes as needed.

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
0101-1	MOBILIZATION	LS	\$ 13,000.00	1	\$ 13,000.00
0102-1	MAINTENANCE OF TRAFFIC	LS	\$ 13,000.00	1	\$ 13,000.00
0104-10-3	SEDIMENT BARRIER	LF	\$ 4.50	480	\$ 2,160.00
110-1-1	CLEARING AND GRUBBING	LS/AC	\$ 40,000.00	0.01	\$ 4,000.00
0160-4	TYPE B STABILIZATION	SY	\$ 10.00	49	\$ 490.00
0162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER 6" I SOD	SY	\$ 12.00	70	\$ 840.00
0285-7-06	OPTIONAL BASE, BASE GROUP 06 (8")	SY	\$ 25.00	49	\$ 1,225.00
0327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	\$ 6.00	961	\$ 5,766.00
0334-1-53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	\$ 120.00	150	\$ 18,000.00
0337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5	TN	\$ 150.00	53	\$ 7,950.00
0520-2-4	CURB AND GUTTER F&I TYPE F	LF	\$ 22.00	253	\$ 5,566.00
0522-1	CONCRETE SIDEWALK, 4" THICK	SY	\$ 47.00	82	\$ 3,854.00
0522-2	CONCRETE SIDEWALK, 6" THICK	SY	\$ 54.00	47	\$ 2,538.00
0527-2	DETECTABLE WARNINGS	SF	\$ 25.00	97	\$ 2,425.00
0700 - 0711	SIGNING AND PAVEMENT MARKINGS	LS	\$ 8000.00	1	\$ 8,000.00
TOTAL BID AMOUNT					\$ 65,214.00

Firm's Name: Metro Express Inc.
 Authorized Signatory: Delia A. Travesores
 Print Name/Title: Delia A. Travesores, Pres
 Email Address: delia@metroexpresscorp.com

Item Notes

- 1. Bid Item 101-1** is a lump sum pay item for all mobilization costs and also includes the construction of one (1) project sign that shall be displayed at entrance to the project area. The intent is that the sign will be freestanding. The sign must display on both sides the project name, Town Logo, elected officials, and contact information. A detail of the sign will be provided by the Town. Shop drawings must be submitted for approval
- 2. Bid Item 102-1** is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks must remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs must include the use of flagmen for

EXHIBIT A – NW 82ND AVENUE & OAK LANE IMPROVEMENTS PLANS



TOWN OF MIAMI LAKES

NW 82nd AVENUE AND OAK LANE INTERSECTION IMPROVEMENTS



CONTRACT PLANS COMPONENTS

INDEX OF CONTRACT PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	TABULATION OF QUANTITIES
3	GENERAL NOTES
4	TYPICAL SECTION
5	ROADWAY PLAN
6	SIGNING AND PAVEMENT MARKING PLAN
7	SPECIAL DETAILS

PROJECT LOCATION



DESIGN TEAM

CIVIL ENGINEER:

Marlin Engineering, Inc.
1700 NW 66th Avenue, Suite 106
Plantation, FL 33313
Phone: (954) 870-5070
Fax: (954) 800-6045

OWNER:

Town of Miami Lakes
6060 Main Street
Miami Lakes, FL 33004
Phone: (305) 512-7129

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, 2016 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, Florida Department of Transportation, FY2017-18 Design Standards eBook (DS68) and applicable Design Standards Revisions (DSRs) at the following website: <http://www.fdot.gov/roadway/DesignStandards/Standards.shtm>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2018 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

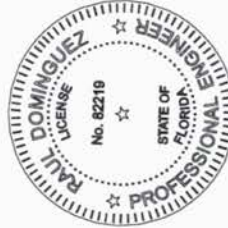
ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO
THE ROADWAY PLANS
ENGINEER OF RECORD:

MARLIN ENGINEERING

RAUL DOMINGUEZ, P.E. • P.E. No.: 82219
1700 NW 66 Ave., Ste. 106 • Plantation, FL 33313
(305) 477-7575 • C.A. No. 6104

VENDOR NO. 65-0279601
C.A. NO. 6104

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION
THIS DOCUMENT HAS BEEN DIGITALLY
SIGNED AND SCALED BY:



PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
UNLESS THE SIGNATURE MUST BE VERIFIED
ON THE ELECTRONIC DOCUMENTS.
MARLIN ENGINEERING, INC.
1700 NW 66th Avenue, Ste. 106
PLANTATION, FLORIDA 33313
CERTIFICATE OF AUTHORIZATION 6104
RAFAEL LAGOS, P.E. NO. 51412

COMMUNITY OFFICIALS

Manny Cid, Mayor

Nelson Rodriguez, Vice-Mayor

Tim Daubert, Councilman

Frank Mingo, Councilman

Luis Collazo, Councilman

Cesar Mestre, Councilman

Marilyn Ruano, Councilwoman

Alex Rey, Town Manager



FISCAL YEAR	SHEET NO.
17	1

PAY ITEM NOTES:
 0162 1 II: INCLUDES PAYMENT FOR PALMETTO ST. AUGUSTINE WITH MINIMUM OF 6" 50/50 SOIL MIX.
 0334 1 53: INCLUDES COST OF OVERBUILD.
 0710 90: INCLUDES COST OF RETRO-REFLECTIVE PAVEMENT MARKERS AND MEDIAN NOSE PAINT.

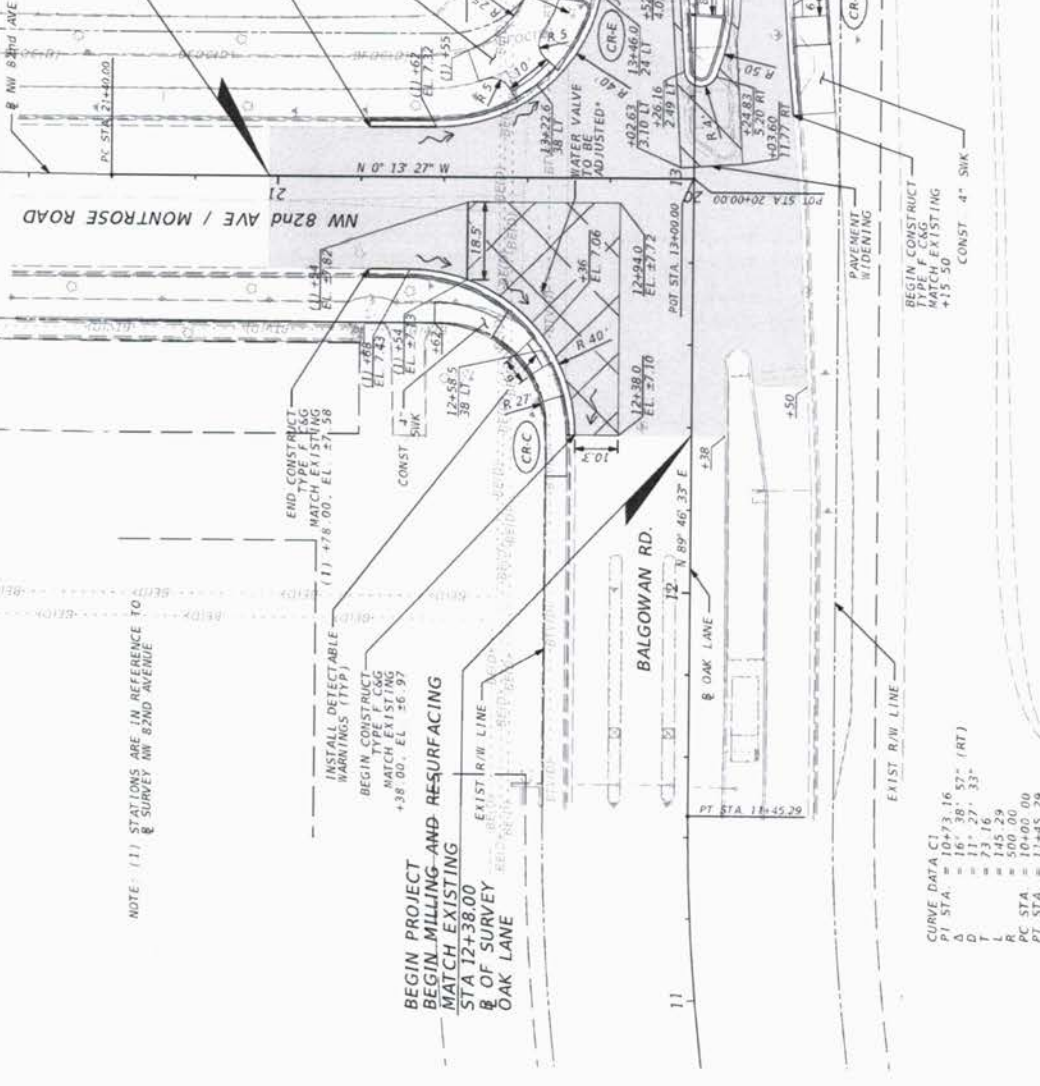
TABULATION OF QUANTITIES		
GENERAL FOR ALL SITES		
PAY ITEM NO	DESCRIPTION	UNIT QTY
0101-1	MOBILIZATION	LS 1
0102 1	MAINTENANCE OF TRAFFIC	LS 1
0104 10 3	SEDIMENT BARRIER	LF 480
110 1 1	CLEARING AND GRUBBING	LS/AC 1 / 0.010
ROADWAY		
PAY ITEM NO	DESCRIPTION	UNIT QTY
0160 4	TYPE B STABILIZATION	SY 49
0162 1 II*	PREPARED SOIL LAYER, FINISH SOIL LAYER 6" / SOD	SY 70
0285 7 06	OPTIONAL BASE, BASE GROUP 06 (8")	SY 49
0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY 961
0334 1 53*	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN 150
0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5	TN 53
0520 2 4	CURB AND GUTTER F&I TYPE F	LF 253
0522 1	CONCRETE SIDEWALK, 4" THICK	SY 82
0522 2	CONCRETE SIDEWALK, 6" THICK	SY 47
0527 2	DETECTABLE WARNINGS	SF 97
SIGNING AND PAVEMENT MARKINGS		
0710 90*	PAINTED PAVEMENT MARKINGS: FINAL SURFACE	LS 1
0700 1 II	SINGLE POST SIGN, F&I, GROUND MOUNTED	EA 7
0700 1 60	SINGLE POST SIGN, REMOVE	EA 6
0705 10 1	OBJECT MARKER, TYPE I	EA 3
0711 1124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF 36
0711 1125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF 52
0711 1170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA 1
0711 1423	THERMOPLASTIC, PREFORMED, WHITE, SOLID 12" FOR CROSSWALK	LF 190
0711 16102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8	LF 78
0711 16111	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID 6"	GM 0.037
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM 0.038
0711 17	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS	SF 39

 <p>MARLIN ENGINEERING RAUL DOMINGUEZ, P.E. • P.E. No.: 82219 1700 NW 86 Ave., Ste. 106 • Boca Raton, FL 33313 (561) 470-5725 • CA No. 6104</p>		<p>MAMI LAKES Growing Beautifully</p>	<p>TABULATION OF QUANTITIES</p>	<p>SHEET NO. 2</p>
DATE	DESCRIPTION	DATE	DESCRIPTION	



END MILLING AND RESURFACING
MATCH EXISTING
STA 21+02.00
B OF SURVEY
NW 82nd AVE

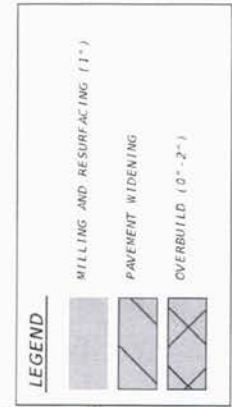
END PROJECT
END MILLING AND RESURFACING
MATCH EXISTING
STA 13+60.00
B OF SURVEY
OAK LANE



NOTE: (1) STATIONS ARE IN REFERENCE TO
B OF SURVEY NW 82ND AVENUE

BEGIN PROJECT
BEGIN MILLING AND RESURFACING
MATCH EXISTING
STA 12+38.00
B OF SURVEY
OAK LANE

CURVE DATA C1
 A1 STA. = 10+73.16
 A = 11+27.33° (RT)
 D = 73.16'
 L = 145.29'
 PC STA. = 10+00.00
 PT STA. = 11+45.29'



*= CONTRACTOR TO COORDINATE VALVE
ADJUSTMENT WITH MIAMI DADE COUNTY

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

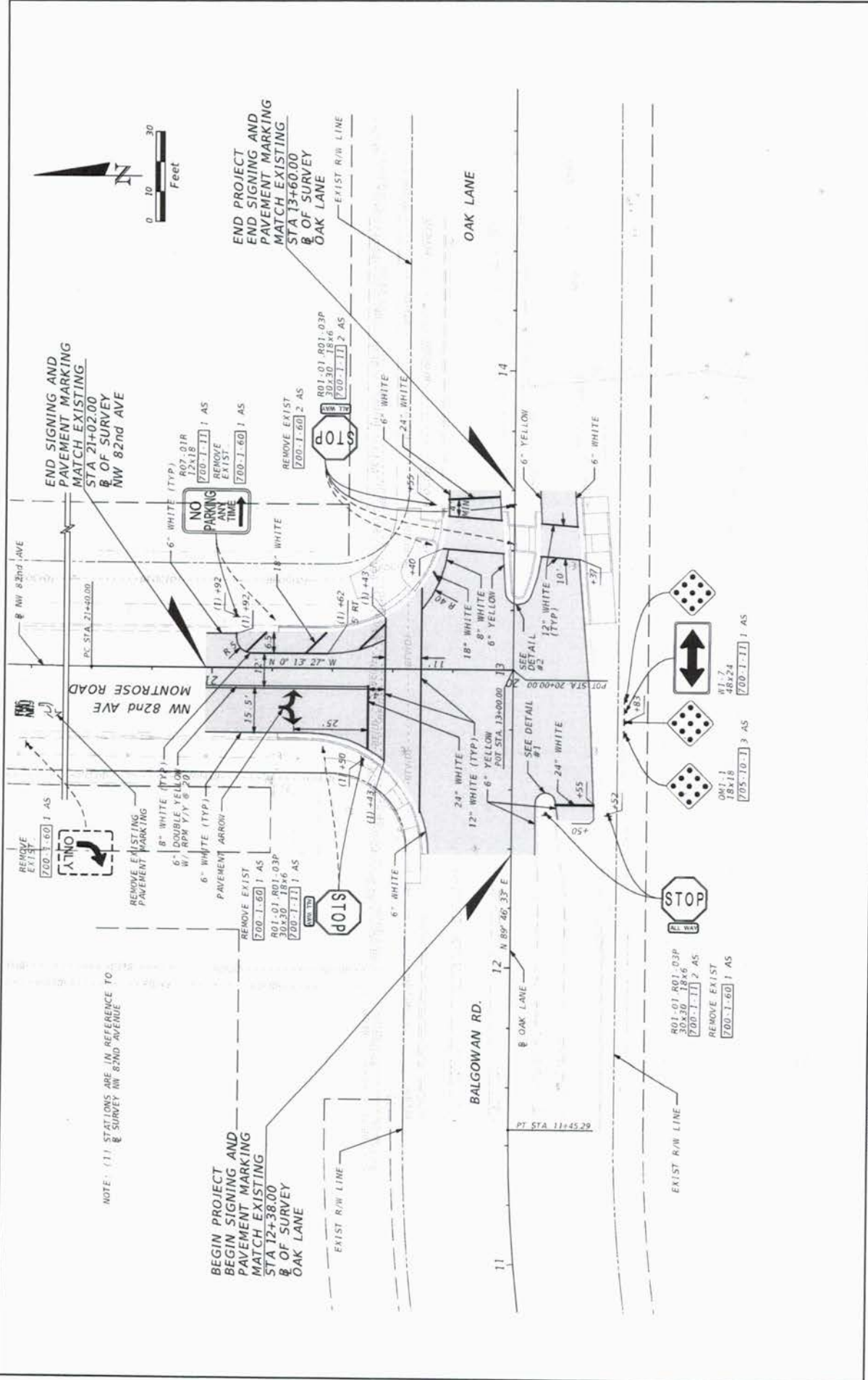
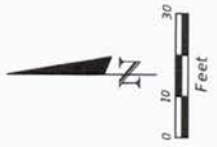
MARLIN ENGINEERING
 RAUL DOMINGUEZ, P.E., P.L. No.: B2219
 1100 NW 86th Ave., 106 • Pembroke, FL 33111
 (305) 415-5259 • CA No. 9324

MIAMI LAKES
 Growing Beautifully

ROADWAY PLAN

SHEET NO.

5



NOTE: (1) STATIONS ARE IN REFERENCE TO SURVEY NW 82ND AVENUE

BEGIN PROJECT AND BEGIN SIGNING AND PAVEMENT MARKING MATCH EXISTING STA 12+38.00 & OF SURVEY OAK LANE

END SIGNING AND PAVEMENT MARKING MATCH EXISTING STA 21+02.00 & OF SURVEY NW 82ND AVE

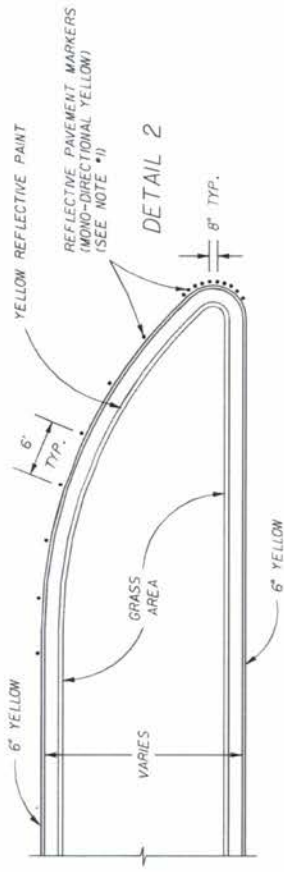
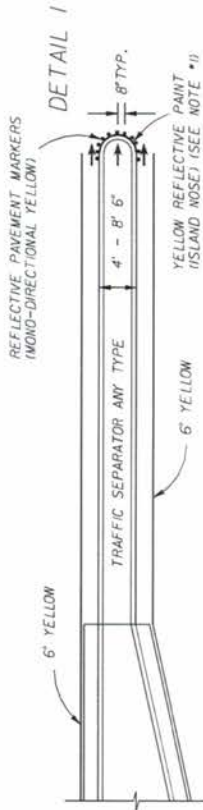
END PROJECT AND PAVEMENT MARKING MATCH EXISTING STA 13+60.00 & OF SURVEY OAK LANE

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

MARLIN ENGINEERING
 RAUL DOMINGUEZ, P.E. • P.E. No.: 82219
 1700 NW 46 Ave., Ste. 506 • Pompano Beach, FL 33113
 (954) 472-7575 • CA No. 5314

MIAMI LAKES
 Growing Beautifully

SIGNING AND PAVEMENT MARKING PLAN



NOTES:
 1. FURNISH AND INSTALL REFLECTIVE PAINT ON THE FACE OF CURB FOR THE LIMITS SHOWN IN THE ABOVE DETAILS.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

MARLIN ENGINEERING
 RAUL DOMINGUEZ, P.E. • P.E. No.: 832219
 1700 NW 46 AVE., Ste. 108 • Plantation, FL 33317
 (352) 875-7373 • CA. No. 3114



SPECIAL DETAILS

SHEET NO. 7

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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



LICENSE NUMBER	CUC1224592
----------------	------------

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 F.S.
Expiration date: AUG 31, 2018

TRASOBARES, DELIO ALBERT
METRO UNDERGROUND OF FLORIDA INC
9442 N.W 109 ST
MEDLEY FL 33178



ISSUED: 06/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606150001547

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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



LICENSE NUMBER	CGC050965

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018


TRASOBARES, DELIO ALBERT
METRO EXPRESS INC
9442 N.W. 109 ST
MEDLEY FL 33178



ISSUED: 06/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606150001369




CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E201301

METRO EXPRESS INC
D.B.A.:

Delio A. Trsobares
TRASOBARES DELIO A


Is certified under the provisions of Chapter 10 of Miami-Dade County
VALID FOR CONTRACTING UNTIL 09/30/2017



0001 **QUALIFYING TRADE(S)**
GENERAL ENGINEERING

Juliana H. Salas P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

Juliana H. Salas

 **MIAMI-DADE COUNTY**

www.miamidade.gov/economy

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

4092169



BUSINESS NAME/LOCATION

METRO EXPRESS INC
9442 NW 109 ST
MEDLEY FL 33178

RECEIPT NO.

**RENEWAL
4272571**

EXPIRES

SEPTEMBER 30, 2018

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

METRO EXPRESS INC

Worker(s) 10

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC050965

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 09/19/2017
CHECK21-17-085392

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidadede.gov/taxcollector

005699

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4486379

BUSINESS NAME/LOCATION

METRO EXPRESS INC
9442 NW 109 ST
MEDLEY FL 33178

RECEIPT NO.

**RENEWAL
4683810**

EXPIRES

SEPTEMBER 30, 2018

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

METRO EXPRESS INC

Worker(s) 10

SEC. TYPE OF BUSINESS

196 GENERAL ENGINEERING CONTRACTOR
E201301

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 09/19/2017

CHECK21-17-085393

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Completed Contracts

DOLLAR AMOUNT OF WORK	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 68,674.40	Sidewalks	Mar-2006	City of Pembroke Pines	Ricardo Roses / Pembroke Pines, FL / 954-261-4534
\$ 639,150.00	Drainage	Jul-2006	Village of Palmetto Bay	Patterson / 8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
\$ 200,000.00	Sidewalks	Jul-2006	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$ 280,770.65	Sidewalks	Aug-2006	City of Margate	5790 Margate Blvd. Margate, FL / 954-565-9998
\$ 85,927.71	Sidewalks	Aug-2006	Village of Palmetto Bay	Patterson / 8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
\$ 2,167,070.00	Drainage	Oct-2006	Miami Dade County D.E.R.M.	Alberto Estevez / 33 SW 2nd Ave. / P# 305-372-6547
\$ 730,040.40	School JJJ	Nov-2006	James Cummings, Inc.	James Cummings, FAX: 305-556-9414
\$ 424,000.00	Sidewalks	Dec-2006	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 1,795,252.25	Drainage	Dec-2006	Miami Dade County D.E.R.M.	Leo Salgueiro / 33 SW 2nd Ave. /305-375-2651
\$ 1,585,707.73	Drainage	Dec-2006	Miami Dade County PWD	Luis Franqui / 111 NW 1st St. Miami, FL P#305-375-4982
\$ 650,660.46	Sidewalks	Jan-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 950,000.00	Sidewalks	Jan-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 1,181,320.89	Drainage	Jan-2007	Miami Dade County PWD	Nestor Melean / 111 NW 1st St., Miami, FL / 305-375-2648
\$ 562,500.00	Sidewalks	Feb-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 765,274.09	Doral Park	Feb-2007	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 735,000.00	Sidewalks	Mar-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 762,750.00	Sidewalks	Mar-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 778,500.00	Sidewalks	Mar-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 179,500.00	Sidewalks	Apr-2007	City of Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 179,500.00	Sidewalks	Apr-2007	City of Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 271,004.34	Sidewalks	Apr-2007	Village of Palmetto Bay	Patterson / 8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
\$ 179,500.00	Sidewalks	Apr-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 93,081.15	Citywide Sidewalks	May-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 1,000,000.00	P.T.P.	May-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 1,890,688.04	downtown P-II	Jun-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 79,835.07	Speed Hump	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 207,828.47	Sidewalks	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 39,516.46	Improvement	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 200,000.00	Sidewalks	Jul-2007	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 848,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Rodolfo Ibarra / 16215 SW 117 Av. Unit. #3
\$ 179,500.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 336,589.00	Drainage	Aug-2007	City of Pompano Beach	Donald Janssen/ 1201 NW 5 Ave. Pompano / 954-786-4061
\$ 197,880.00	Drainage	Aug-2007	City of Pompano Beach	Donald Janssen/ 1201 NW 5 Ave. Pompano / 954-786-4061
\$ 2,179,318.00	Intersections	Oct-2007	Miami Dade County PWD	Jesus Gonzalez / 111 NW 1st St. Miami, FL / 305-375-2172
\$ 950,000.00	Sidewalks	Oct-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 3,376,153.90	Drainage	Oct-2007	Miami Dade County D.E.R.M.	Alberto Estevez / 33 SW 2nd Ave. / P# 305-372-6547
\$ 950,000.00	Sidewalks	Nov-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 696,800.00	Drainage	Dec-2007	City of Miami	Francis Mitchell/444 SW 2nd Ave. Miami, FL / 305-416-1097
\$ 349,149.17	Sewer Rehabilitation	Feb-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 12,815.86	Sidewalks	Mar-2008	City of Miami Beach	A. Carmenate/1700 Convention Center Dr. / 305-673-7071
\$ 1,314,918.84	Sidewalks Dist. 3 & 4	Apr-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 200,000.00	Sidewalks	Jul-2008	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$ 577,982.81	Drainage	Sep-2008	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 42,600.00	Temp. Parking	Oct-2008	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. / 305-673-7071
\$ 571,595.75	Sidewalks	Nov-2008	City of Miami	Luis Rodriguez 444 SW 2nd Ave. Miami, FL / 305-516-2153
\$ 112,063.70	Sidewalks	Nov-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 2,000,000.00	Drainage	Nov-2008	City of Coral Gables	Ludwid Janiga 2800 SW 72 Ave. Miami, FL / 305-460-5056
\$ 12,515.62	Sidewalks	Dec-2008	City of Miami	Luis Rodriguez 444 SW 2nd Ave. Miami, FL / 305-516-2153
\$ 137,520.00	Sidewalks	Dec-2008	City of Coral Gables	Grettel Duran / 2800 SW 72 Ave. Miami, FL / 305-460-5018
\$ 696,800.00	Citewide Storm Sewer	Dec-2008	City of Miami	Francis Mitchell/444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 1,930,211.02	Drainage	Jul-2009	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 137,520.00	Sidewalks Paving	Sep-2009	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 1,715,092.00	Drainage	Sep-2009	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL / 305-416-1233
\$ 149,500.00	Striping and Signage	Dec-2009	FDOT	Taylor / 1000 NW 111 Ave Miami, FL / 305-470-5404

Completed Contracts

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 849,985.00	Drainage			
\$ 1,435,210.00	Sidewalk	Feb-2010	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 303,692.00	JOC	Feb-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
	JOC	Mar-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 554,500.00	Drainage			
\$ 1,346,002.00	Sidewalk	Mar-2010	City of Coconut Creek	Carlo Nuesa 4800 W Copans , Coconut Creek / 954-973-6786
\$ 791,931.00	JOC	Apr-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 1,068,641.00	JOC	Apr-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 4,200,000.00	JOC	Jun-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 6,592,000.00	JOC	Jul-2010	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 6,300,000.00	Curb & Sidewalk	Jul-2010	City of Margate	Sam May / 102 Rock Island, Margate, FL / 954-972-8126
\$ 193,890.00	JOC	Jul-2010	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. / 305-673-7071
\$ 184,139.00	Sidewalk	May-2011	Village of Pinecrest	Daniel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 133,505.00	Drainage	May-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 329,025.00	Sidewalk	Jul-2011	City of Parkland	Azita Behmardi / 6500 Parkside DR, Parkland / 954-757-4144
\$ 155,362.00	Sidewalk	Aug-2011	City of Hollywood	Laura Borgesi / 2600 Hollywood Blvd, Hollywood / 954-921-3254
\$ 358,684.00	Water Main	Sep-2011	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071
\$ 1,471,341.00	Lighting	Nov-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 145,943.00	Precast Wall	Dec-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 99,967.00	Sidewalk	Dec-2011	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000
	Sidewalk	Dec-2011	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 248,064.00	Drainage			
\$ 127,826.00	Sidewalk	Jun-2012	City of Miami Dade County PWD	Luis Baldo / 111 NW 1st St. Miami, FL / 305-282-0281
\$ 123,466.00	Sidewalk	Jun-2012	City of Tamarac	Bill Lewis / 6011 Nob Hill Rd, Tamarac / 954-597-3723
\$ 2,022,000.00	Paving	Aug-2012	Village of Miami Shores	PWD / 10050 NE 2nd Ave, Miami Shores, FL / 305-795-2210
\$ 171,781.00	Drainage	Sep-2012	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL / 305-416-1233
\$ 1,781,596.00	Paving	Sep-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 155,115.00	Drainage	Oct-2012	City of Miami	Valentine Onuigbo / 444 SW 2nd Ave., Miami, FL / 305-416-2588
\$ 112,714.00	Paving	Nov-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 199,198.00	Fire Hydrants	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071
	Electrical	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 144,457.00	Sidewalk	Nov-2012	City of Hollywood	Laura Borges / 2600 Hollywood Blvd, Hollywood / 954-921-3254
	Drainage &			
\$ 648,000.00	Sidewalk	Dec-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 134,373.00	Sidewalk	Dec-2012	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Gollisby Blvd / 954-480-4432
\$ 159,500.00	Sidewalk	Dec-2012	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Gollisby Blvd / 954-480-4432
\$ 55,956.00	Sidewalk	Feb-2013	Village of Pinecrest	Daniel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 152,344.00	Paving	Apr-2013	City of Miami	Robert Fenton / 444 SW 2nd Ave., Miami, FL / 305-416-1922
\$ 292,696.00	Drainage & Paving	Apr-2013	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
\$ 461,595.00	Sidewalk & Paving	Apr-2013	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 306,202.00	Sidewalk & Paving	May-2013	City of Hialeah	Efrain Hill / 501 Palm Ave, Hialeah, FL / 305-687-2698
\$ 90,545.00	Sidewalk	May-2013	City of Miami Springs	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 100,869.00	Traffic Circle	Jun-2013	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 129,734.00	Sidewalk	Jun-2013	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
\$ 317,404.00	Sidewalk	Jun-2013	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000
\$ 196,693.00	Drainage & Paving	Aug-2013	City of Doral	Carlos Arroyo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 99,980.00	Sidewalk	Aug-2013	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 120,899.00	Sidewalk	Sep-2013	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Gollisby Blvd / 954-480-4432
\$ 1,296,999.00	Drainage & Paving	Oct-2013	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 59,417.00	Sidewalk	Oct-2013	City of Margate	Sam May / 102 Rock Isand, Margate, FL / 954-972-8126
\$ 1,009,538.00	Drainage & Paving	Nov-2013	City of Miami	Eric Rush / 444 SW 2nd Ave., Miami, FL / 305-416-1298
\$ 2,189,064.00	Drainage & Paving	Nov-2013	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 407,581.00	Sidewalk	Nov-2013	Town of Miami Lakes	Ernesto Perez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 236,440.00	Curb, Landscape	Nov-2013	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$ 422,805.00	Pavers	Dec-2013	City of Miami	Maurice Hardie / 444 SW 2nd Ave., Miami, FL / 305-416-1786
\$ 436,282.00	Drainage & Paving	Dec-2013	City of Miami	Maurice Hardie / 444 SW 2nd Ave., Miami, FL / 305-416-1786

Completed Contracts

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 642,334.00	TurfBlock & Paving	Dec-2013	City of Miami	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
\$ 1,165,502.00	Bridge & Paving	Dec-2013	Miami Dade County PWD	Nestor Melean 111 NW 1st St., Miami, FL / 305-375-2648
\$ 240,470.00	Paving	Dec-2013	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 24,096.00	Sidewalks	Aug-2014	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 142,461.00	Paving	Oct-2014	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 417,060.00	Drainage & Paving	Nov-2014	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
\$ 136,887.70	Drainage & Paving	Nov-2014	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 168,650.00	Drainage & Paving	Dec-2014	City of Miami Springs	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$ 567,103.26	Concrete & Paving	Dec-2014	Mastec N.A.	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
\$ 1,938,890.00	Sidewalk & Paving	Dec-2014	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 1,487,500.00	Sidewalk	Dec-2014	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
\$ 714,866.25	Drainage & Paving	Dec-2014	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 198,575.00	Sidewalk	Dec-2014	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goolisby Blvd / 954-480-4432
\$ 47,211.50	Sidewalk	Dec-2014	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 33,861.25	Sidewalk	Dec-2014	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
\$ 1,000,000.00	Paving	Dec-2014	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 1,685,638.44	Paving	Mar-2015	Miami Dade County PWD	Carlos Palma NW 1st St., Miami, FL / 305-375-5214
\$ 676,300.21	Paving	Jun-2015	Miami Dade County PWD	Joaquin Montesino 111 NW 1st St., Miami, FL / 305-375-4317
\$ 708,018.32	Paving	Jun-2015	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 89,014.50	Sidewalk, Curbs	Jun-2015	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$ 209,201.35	Drainage & Paving	Jun-2015	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 118,597.68	Sidewalks	Jul-2015	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
\$ 72,477.22	Sidewalks	Sep-2015	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 393,716.44	Concrete, Pavers	Oct-2015	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 251,000.00	Sidewalks	Oct-2015	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goolisby Blvd / 954-480-4432
\$ 847,451.30	Sidewalk	Nov-2015	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000

EQUIPMENT LIST

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS		YEAR MFGD
		DESCRIPTION	S/N	
1	1	PC228USLC-3 HYDRAULIC EXCAVATOR KOMATSU	21605	2003
2	1	PC228USLC-3 HYDRAULIC EXCAVATOR KOMATSU	30233	2003
3	1	PC228USLC-3 HYDRAULIC EXCAVATOR KOMATSU	30314	2003
4	1	KOMATSU D51PX-22 CRAWLER DOZER - CAB	810096	2007
5	1	J.D. CRAWLER DOZER 450J	T0450JX119147	2006
7	1	BC S175K STEER LOADER	530111877	2006
9	1	BC S300K SKID STEER LOADER KSREIES	531111006	2005
10	1	BC S220K SKID-STEER LOADER	530711098	2006
11	1	BC S220K SKID-STEER LOADER	530711099	2006
12	1	BC S250 SKID-STEER LOADER	530913462	2006
13	1	CATERPILLAR SKID STEER LOADER 272 C	RE00229	2009
14	1	KOMATSU FORKLIFT FG25ST-11	4054514	2005
15	1	THOMAS MINI EXCAVATOR PX15	NS1530555	2004
18	1	KOMATSU WHEEL LOADER WA400-5L	A40071	2005
19	1	SAKAI DOUBLE DROM VIBRATORY ROLLER SW850	VSW26-30148	2008
20	1	KOMATSU HYDRAULIC EXCAVATOR PC300LC-7L	A85655	2006
21	1	CATERPILLAR ASPHALT DRUM COMPACTOR CB-214E	21400747	2006
22	1	BC SKID S630	A3NT11183	2009
23	1	BC SKID-STEER LOADER S185	519033640	2003
24	1	BC SKID-STEER LOADER S185	519030441	2002
25	1	SWEEPER RIDE 6FT	29584-LJ	2004
26	1	BC 14" PLNR	231200549	2006
28	1	KKSY TL	1K9BA08145T244072	2005
29	1	KKSY TL	1K9BA08165T2440723	2005
30	1	BOBCAT	A48466	2006
31	1	KOMATSU EXCAVATOR	86407	2004
32	1	BACKHOE	H10027168	2003
33	1	BACKHOE	31308	2004
34	1	POWER MODULE		2001
35	1	CATERPILLER EXCAVATOR		2001
36	1	CATERPILLAR ASPHALT PAVER AP-600D	TFZ00215	2009

EQUIPMENT LIST

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS		YEAR MFGD
		DESCRIPTION	S/N	
37	1	FORK LIFT F800	1FDXF80G6VVA00842	1997
38	1	CATERPILLAR RT600 6000 4X4X4 TELESCOPIC FORKLIFT	5G00475	1994
39	1	TREET SWEEPER C5500	SA/12VM-402/22068236	2004
40	1	DOBLE DRUM ROLLER C340C	109C14603329	
41	1	WG MILLING MACHINE W2000	06.20.1218	
42	1	EXCAVATOR E35	A93K14370	2012
43	1	LEE-BOY CRAWLER ASPHALT PAVER L8500T	1041202007104	2002
44	1	CRAWLER ASPHALT PAVER CR461R	051203	2002
45	1	SWEEPER 72" 72SB	783725887	
46	1	HYPAC WHEEL PNEUMATIV ROLLER C50AH9	901A22202324	2004
47	1	BROCE BROOM BB250B	303052	2003
48	1	BC SKID STEER LOADER 326E	1T0326ELD254606	2014
49	1	BC SKID STEER LOADER S650	A3NV23274	2014
50	1	BOBCAT 220	200602539526	2006
52	1	JD BACKHOE LOADER 310SJ	1T0310SJKBD203996	2011
53	1	JD BACKHOE LOADER 310SJ	T0310SJHBD203019	2011
54	1	BOMAG 2000/60-2 MILLING MACHINE	821836261037	2014
55	1	BC SKID-STEER LOADER S650 T4	ALJ813842	2015
56	1	BA 72" SWEEPER	783732759	2014
57	1	BC SKID-STEER LOADER S650 T4	ALJ819024	2016
58	1	JD BACKHOE LOADER 310J 4X4	T0310JX179460	2009
59	1	JD VIBRATORY TANDEM ROLLER BW120L-5	861880291047	2015
60	1	JD SKID STEERR LOADER S 328D	1T0328DLCDD233281	2013
61	1	BC TRACTOR FRONT MOUNT SWEEPER CT450	AKBP11077	2012
62	1	JD MINI HYDRAULIC EXCAVATOR 35D	X237612	2007
63	1	JD MINI HYDRAULIC EXCAVATOR 35D	X260192	2008
64	1	LEE BOY CRAWLER ASPHALT PAVER L8816 T	4Q895	2004
65	1	BC SKID STEER LOADERS S650 T4	ALJ815757	2015
66	1	JD WHEEL LOADER 544K	1DW544KZLFE667576	2015
67	1	BC SKID STEER LOADERS S650 T4	ALJ814525	2015
68	1	BC SKID STEER LOADERS S650 T4	ALJ814176	2015
69	1	TEREX 760	SMFB44TR027CM7168	

EQUIPMENT LIST

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS		YEAR MFGD
		DESCRIPTION	S/N	
70	1	LEE BOY L8500T CRAWLER ASPHALT PAVER		2002
71	1	HYPAC C530AH 9 WHEEL PNEUMATIC ROLLER	90A2202324	2004
72	1	J.D. 326E SKID STEER LOADER	1T0326ELCDJ254606	2014
73	1	BOBCAT S650 SKED STEER LOAERS	A3NV23274	2014
74	1	1MX SYSTEM WITH 1000 GALLON TANK	1VR6120P5D2002191	2013
75	1	TX 760	h10031308	2004
76	1	CR461R CRAWLER ASPHALT PAVER	51203	2002
77	1	CAT. 302.5C	CAT3025CTGBB01923	2004
78	1	WIRTGEN W2000 MILLING MACHINE	06.20.1218	
79	1	J.D. 310 SJ BACKHOE LOADER	1T0310SJKBD203996	2011
80	1	J.D. 310 SJ BACKHOE LOADER	1T0310SJKBD203019	2011
81	1	CATERPILLAR SKID STEER LOADER 272C	RED00229	2009
82	1	KOMATSU FORKLIFT FG255T-11	4054514	
83	1	BOBCAT S650 SKED STEER LOAERS	ALJ814176	2015
84	1	JD SKID STEER 324E	1T0324EJHJ300195	
85	1	JD COMPACT EXCAVATOR 35G	510001343089	
86	1	BOBCAT SKIED STEER LOADER S650 T4	ALJ819520	
87	1	MAULIN 1550-D ASPHALT PAVER	370P50TKZ9Y203370	2016
88	1	CATERPILLAR CB 224E TANDEM VIBRATORY ROLLER	CATCB224622402103	2006
89	1	BOMAG BW 138AD TAQNDM VIBRATORY ROLLER	1.0165E+11	2004
90	1	TSS38 BROOM	25T50206	2005
91	1	T/A HYDRO VAC TRUCK L7501	2FZNRJCB5XAA31988	1999
92	1	KOMATSU HYDRAULIC EXCAVATOR PC 138 USLC-11	50830	2017
93	1	BOBCAT SKID - STEER LOADER S650 T4	ALJ819024	2016
94	1	JD COMPACT EXCAVATOR 35G		
95	1	JD CLOADER BACKHOE 310J	T0310JX179460	2009
96	1	BOMAG BW 120SL-5 VIBRATORY TANDER ROLLER	861880291047	2015
97	1	JD SKID STEER 328D	1T0328DLCDD233281	2013
98	1	BOCAT CT450 TRACTOR K2FMH078-EV	16CH1-02-070	2012
99	1	JD MINI HYDRAULIC EXCABATOR 35D	X237612	2007
100	1	JD MINI HYDRAULIC EXCABATOR 35D	X260192	2008
101	1	BOBCAT SKID - STEER LOADER S650 T4	ALJ815757	2016
102	1	BROOM TRATOR CHALLENGER MT 285B	JRB43613	2006
103	1	LAY-MAR 6H B RIDE ON BROOM	24476	1996
104	1	HAMN HD 120 TANDEM VIBRATORY ROLLER	47876	2002
105	1	BOCAT SKID STEER LOADER S650 T4	ALJ81382	

EQUIPMENT LIST

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS		YEAR MFGD
		DESCRIPTION	S/N	
31	1	INLT TK	1HTMMAAM06H340842	2006
32	1	INTL TK	1HTSCAAMOWH546026	1998
33	1	INTL TK	1HTMLAFM13H573345	2003
34	1	INTL TK	1HTMMAAN94H654026	2004
35	1	INTL TK	3HAJEAVH76L357841	2006
36	1	SUZU TK	JALC4B141X7017274	1999
37	1	SUZU TK	JALC4B143Y7011171	2000
38	1	SUZU TK	JALB4B14417006210	2001
39	1	KW TR	1XKDDU9X53J385667	2003
40	1	MACK DP	1M1AA12Y8RW038404	1994
41	1	MACK DP	1M1AA12Y2SW045953	1995
42	1	MACK TK	1M1AE06Y0YW001306	2000
43	1	MACK TK	1M1AE06Y63W014845	2003
44	1	STEM DP	2FWYHMD89YAF69902	2000
45	1	STEM TK	2FWWHZYA71AH20148	2001
46	1	STEM TK	2FZNEWEB51AH56648	2001
47	1	STER DP	2FZNNPYB4XAA99772	1999
48	1	STRG TK	2FWA2DLO5AU11125	2005
49	1	VOLVO TK	4VA7BAPF7XN750700	1999
50	1	VOLVO TK	4VA7BAPF9XN750701	1999
51	1	VOLVO TK	4VA7BBJF5XN769704	1999
52	1	VOLVO TK	4V5JC8UFX1N871548	2001
53	1	VOLVO TK	4V5KC9GF82N329954	2002
54	1	FRHT	1FHALAS82PJ70977	2002
55	1	FRHT	1FVHALAS21PH95778	2001
56	1	FRHT	1FVHALAS41PH68775	2001
57	1	PETERILT DP	1NPALT0X71S519264	2001

SPECIALIZED TRUCKS

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS		YEAR MFGD
		DESCRIPTION	S/N	
1	1	FORD VN TV TRUCK	1FDXE45P96HA0418	2006
2	1	FORD TK VACTOR TRUCK	1FDZW82E0VVA16881	1997
3	1	STG TK VACTOR TRUCK	2FZNRJCB5XAA31988	1999
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
21				
22				
23				
24				
25				
26				
27				
28				

Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Metro Express, Inc.
9442 NW 109th Street, Ste. 100
Medley, FL 33178

SURETY:
*(Name, legal status and principal place
of business)*
Travelers Casualty and Surety Company of America
2420 Lakemont Avenue, 2nd Floor
Orlando, FL 32814

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

OWNER:
(Name, legal status and address)
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
BOND AMOUNT:

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

PROJECT: Five Percent of Amount Bid (*****5%*****)
(Name, location or address, and Project number, if any)

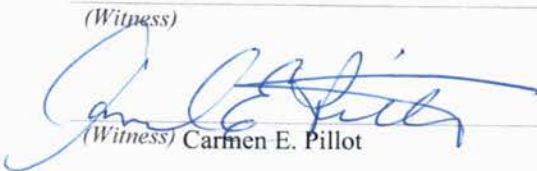
NW 82nd Ave. & Oak Lane Reconfiguration Project, ITB # 2018-04



The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of November 2017

(Witness)

(Witness) Carmen E. Pillot

Metro Express, Inc.
(Principal)  *(Seal)*
(Title)
Travelers Casualty and Surety Company of America
(Surety)  *(Seal)*
(Title) Michael A. Bonet, Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232508

Certificate No. 007326665

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael A. Bonet, and Roy V. Fabry

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of August, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 8th day of August, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29 day of November, 2017


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232508

Certificate No. 007326665

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael A. Bonet, and Roy V. Fabry

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of August, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 8th day of August, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public