

CONTRACT FOR
ROYAL OAKS DRAINAGE AND ROADWAY
IMPROVEMENTS PHASES I & II

2019-19



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Luis Collazo
Councilmember Joshua Dieguez
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THIS AGREEMENT is entered into as of the execution date first written below ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and RG Underground Engineering, Inc, hereinafter called the "Contractor," having a principal office at 14375 SW 120 St Unit 104, Miami, FL 33186

RECITALS

WHEREAS the Town of Miami Lakes issued RFP 2019-19 for Royal Oaks Drainage and Roadway Improvements Phases I & II on February 13, 2019; and

WHEREAS, Contractor submitted its Proposal in response to the RFP by the proposal deadline; and

WHEREAS, the Contractor's Proposal was selected as the highest-ranked proposal by an Evaluation Committee charged with reviewing and ranking all responsive proposals received in response to the RFP; and

WHEREAS, the Town has requested the Contractor to provide construction services for the Royal Oaks Drainage and Roadway Improvements Project Phase I ("Services"); and

WHEREAS, the Contractor has the necessary expertise to provide the requested Services and has agree to provide said Services.

WITNESSETH, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

SECTION 1. GENERAL TERMS & CONDITIONS

1.01 DEFINITIONS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid/Proposal/Submittal** means any offer, documents the Submittal tendered by a Proposer in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Request for Proposal ("RFP") 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. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
5. **Completed Projects** means that the applicable regulatory authority has issued a Certificate of Completion.
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 RFP 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 Project Manager that may affect the Contract price or time.
9. **Construction Schedule** means a schedule, as defined and required by the Contract Documents.
10. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
11. **Contract** means the RFP, the addendum, and the Bid documents that have been executed by the Proposer and the Town subsequent to approval of award by the Town.
12. **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.
13. **Contractor** means the Successful Proposer 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.
14. **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.
15. **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.
16. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
17. **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.
18. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
19. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the RFP Contract price or time.
20. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
21. **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.

22. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
23. **Notice of Award** means any correspondence from the Town that informs the successful proposer of a contract award for this RFP.
24. **Notice to Proceed** means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.
25. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
26. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
27. **Proposer** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
28. **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.
29. **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.
30. **Submittal** means the documents prepared and submitted by the Proposer in response to this RFP.
31. **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.
32. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
33. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
34. **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.

1.02 GENERAL REQUIREMENTS

1.02-1 GENERALLY

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.

1.02-2 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.

1.02-3 HOURS FOR PERFORMING WORK

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

1.02-4 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.

Proposers that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

1.02-5 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. 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 for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

1.02-6 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 a designee.

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

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, 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/or designee 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, shall not give rise to any duty or responsibility of the Project Manager owed 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.

1.02-7 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.

1.02-8 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.

1.02-9 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.

1.02-10 TIME FOR 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 is provided for in the Special Terms & Conditions.

1.02-11 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.

1.02-12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

1.02-13 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.

1.02-14 CONTRACT DOCUMENTS CONTAIN 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.

1.02-15 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.

1.02-16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the RFP 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.

1.02-17 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:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an RFP will govern over the RFP.

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; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

1.02-18 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 Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

1.02-19 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 on the Town's website.

1.02-20 VEHICLES & 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.

1.02-21 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.

1.02-22 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.

1.02-23 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 ensure 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.

1.02-24 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.

1.02-25 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).

1.02-26 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 the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, 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.

1.02-27 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.

1.02-28 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 Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

1.02-29 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. Edward Pidermann

Town Manager

Town of Miami Lakes

6601 Main Street

Miami Lakes, Florida 33014

pidermanne@miamilakes-fl.gov

For Contractor:

Ricardo Gonzalez

President

RG Underground Engineering, Inc.

14375 SW 120 St Unit 104

Miami, FL 33186

rgunderground@att.net

Raul Gastesi

Town Attorney

Town of Miami Lakes

6601 Main Street

Miami Lakes, Florida 33014

rgastesi@gastesi.com

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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.

1.03 INDEMNITY & INSURANCE

1.03-1 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.

1.03-2 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.

1.03-3 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 all assistance which the Town may require of the Contractor.

1.03-4 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. 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.

c. 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.

- (i) 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.

(ii) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(iii) CGL Required Endorsements:

- (1st) Employees included as insured
- (2nd) Contingent Liability/Independent Contractors Coverage
- (3rd) Contractual Liability
- (4th) Waiver of Subrogation
- (5th) Premises and/or Operations
- (6th) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- (7th) Loading and Unloading
- (8th) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. 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.

e. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. 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.

1.04 PUBLIC RECORDS

1.04-1 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.

f. Public Records

Proposer 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. Proposer 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.

Proposer 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.

g. 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.

1.05 CONTRACT MODIFICATION AND DISPUTE PROCESS

1.05-1 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make 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 Order 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 on the Town's website.

1.05-2 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. A Force Majeure event **does 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.

1.05-3 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 C4.04, 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.

1.05-4 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and 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 C4.05.

Failure of Contractor to comply with Article C4.05, 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.

1.05-5 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 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 C1.26 within the timeframe established in Article C4.04, 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 C4.03, and Article C4.04. 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.

1.05-6 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.

1.05-7 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.

1.05-8 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 C5.03, 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 Manager 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.

1.05-9 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.

1.05-10 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.

1.06 EARLY TERMINATION & DEFAULT

1.06-1 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

1.06-2 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.

1.06-3 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.

1.06-4 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.

1.06-5 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.

1.07 PAYMENT PROCESS

1.07-1 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 in Exhibit A, Fee Schedule, attached hereto.

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.

1.07-2 ESTIMATED QUANTITIES

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.

1.07-3 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 B9.06. This includes any incidental costs associated with the Work 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 Proposer is required to Bid on all line items. Where a Proposer fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

1.07-4 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the 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.

1.07-5 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.

1.07-6 REIMBURSIBLE EXPENSES

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

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

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.

END OF SECTION

SECTION 2. SPECIAL TERMS & CONDITIONS

2.01 OVERVIEW

The Royal Oaks community in the northwestern portion of the Town continues to be adversely impacted by flooding events, and therefore, is addressed as a priority project in the Stormwater Master Plan to protect surface water quality, reduce flooding, and decrease the number of potholes/sinkholes. The Royal Oaks Drainage and Roadway Improvement project will focus on restoring and resurfacing the existing roadway surface, adding pavement markings and signage, constructing stormwater pipes, and adding catch basins, French drains, and manholes to provide water quality and quantity treatment.

2.02 SCOPE OF WORK

The Scope of Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for road improvements including

drainage system installation, milling and resurfacing, thermoplastic pavement markings, and site restoration [including landscaping swale, concrete curb and gutter, driveways (asphalt, paver, or concrete) mailbox, street signs, etc.] as detailed in the plans and specifications attached hereto as Exhibit B.

2.03 PROJECT LOCATION

The Project is generally located within the Royal Oaks community in the northwest section of the Town. Phase I is located on NW 87th Ave from NW 164 St to NW 165 Terr and on NW 165 Terr NW 165 St and NW 164 St from NW 87th Ave to NW 84th Ct. Phase II is located on NW 167 Terr and NW 169 Terr from NW 81st Ave to NW 79th Ave and on NW 81st Ave, NW 80th CT, and NW 79 Pl from NW 167th Terr to NW 169. See Exhibit B for further details.

2.04 CONTRACT TERM

This Agreement will be effective upon execution by both parties and will continue until the expiration of the warranties.

The Contractor shall obtain Substantial Completion of the Work within two hundred (200) days of the Notice to Proceed being issued by the Town. Final Completion must obtain Final Completion within thirty (30) days after obtaining Substantial Completion. The Contract shall remain in effect until the expiration of the Warranty period(s).

2.05 BOND REQUIREMENTS

2.05-1 PERFORMANCE/PAYMENT BOND

Contractor must within fourteen (14) calendar days of being notified of award, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms.

The Performance and Payment Bonds ("Bonds") must be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Town the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s).

Each Bond must continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond must be conditioned that Contractor will, upon notification by Town, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project.

The Town must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor must ensure that the bond(s) referenced above must be recorded in the public records and provide Town with evidence of such recording.

Alternate Form of Security:

In lieu of the Bonds, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or an unconditional letter of credit. Such alternate forms of security will be subject to the prior approval of Town and for same purpose and will be subject to the same conditions as those applicable above and will be held by Town for one year after completion and acceptance of the Work.

2.05-2 SURETY QUALIFICATIONS

Each required Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Surety must hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety must not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety must provide Town with evidence satisfactory to Town, that such excess risk has been protected in an acceptable manner.

The Town will accept a surety bond from a company with a rating of "B+" or better and a Financial Size Category of "Class II", provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the Town will review and either accept or reject the surety company based on the financial information available to the Town. A surety company that is rejected by the Town may be substituted by the Proposer with a surety company acceptable to the Town, only if the Bid amount does not increase.

2.06 PRELIMINARY STEPS

2.06-1 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.

2.06-2 PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after Contractor 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 should have submitted its Project Schedule and Schedule of Values, so they and other details of the project can be discussed.

2.06-3 PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each location. 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).

2.06-4 SCHEDULE OF VALUES

The Contractor must submit two copies of a Schedule of Values, which must be submitted within ten (10) 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.

2.06-5 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. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

2.06-6 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, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Project Manager.

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.

No parking is permitted in the Staging Site without the prior written approval of the Project Manager.

2.06-7 PROJECT SIGNAGE

Contractor must furnish and install two (2) Project sign at the Project Site in accordance with the requirements provided by the Project Manager.

2.06-8 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.

2.07 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

2.08 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.

2.09 SITE ISSUES

2.09-1 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.

2.09-2 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.

2.09-3 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 changes 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.

2.09-4 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.

2.09-5 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.

2.09-6 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.

2.09-7 COORDINATION OF THE WORK

Prior to the commencement of the Work, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing 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.

2.09-8 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.

2.09-9 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.

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.

2.09-10 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.

2.09-11 MAINTENANCE OF TRAFFIC

Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times.

Prior to commencement of the Work Contractor must provide the Project Manager the proposed MOT plan for review. The Project Manager may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks.

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.

2.09-12 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.

2.09-13 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.

2.10 SAFETY ISSUES

2.10-1 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.

2.10-2 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 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 ensure that the Proposer

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.

2.10-3 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.

2.11 PLANS, DOCUMENTS, & RECORDS

2.11-1 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, & 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.

2.11-2 SHOP DRAWINGS AND SUBMITTALS

Contractor is required to submit shop drawings, sketches, samples or product data as required by the Contract Documents.

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 Documents. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager and/or Consultant 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.

2.11-3 TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS, & 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.

2.11-4 AS-BUILT DRAWINGS

During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Manager or Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.

To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.
3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
4. Field changes in dimensions and details.
5. Changes made by Project Manager's or Consultant's written instructions or by Change Order.
6. Details not on original Contract Drawings.
7. Equipment, conduit, electrical panel locations.
8. Project Manager's or Consultant's schedule changes according to Contractor's records and shop drawings.

Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
2. Changes made by Project Manager's or Consultant's written instructions or by Change Order.

Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital I (CAD and PDF) versions.

For construction of new building, or building additions, field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

2.11-5 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 construction. 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 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.

2.12 CONTRACTOR RESPONSIBILITIES

2.12-1 LABOR & 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.

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.

2.12-2 SUPERVISIONS 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.

2.12-3 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 submit 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 B9.01.

Conditional Release of Liens are not accepted by the Town.

2.12-4 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 B2.03 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.

2.12-5 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 5% 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 retainage. The Town may withhold payment or any portion thereof to offset any fees or costs owed to the Town

2.12-6 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.

2.13 LIQUIDATED DAMAGES

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 timeframe set forth in the Contract for Substantial Completion, the Contractor must pay to the Town one thousand dollars (\$1,000) for each and every calendar day of Unexcused Delay, which is hereby agreed upon not as a penalty but as liquidated damages. In the event of a delay in completion beyond the timeframe set forth in the Contract for Final Completion, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of five hundred dollars (\$500) per calendar day, 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.

2.14 REQUESTS 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.

2.15 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.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

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.

2.16 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.

2.17 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 Project Manager find 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.

2.18 NPDES REQUIREMENTS

Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at

<http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

END OF SECTION

CONTRACT EXECUTION FORM

This Contract **2019-19** made this _____ day of _____ in the year **20**____ in the amount of \$1,242,377 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and RG Underground Engineering, Inc.

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: _____
Edward Pidermann, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the
presence of:

AS TO CONTRACTOR:

RG Underground Engineering, Inc.

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. **2019-19**, 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 Royal Oaks Drainage and Roadway Improvements Phases I & II, 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 Proposer, or, if Town elects, upon determination by Town and Surety jointly of the lowest responsible Proposer, arrange for a contract between such Proposer 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:

(Name of Corporation)

Secretary

By: _____

(Signature)

(CORPORATE SEAL)

(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. 2019-19**, for the **Royal Oaks Drainage and Roadway Improvements Phases I & II**, 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.

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.:

Exhibit “A”
Fee Schedule

RFP 2019-19
Price Proposal
Royal Oaks Drainage and Roadway Improvements Phase I
Form PP

The Proposer declares that it has fully reviewed the requirements of the RFP, and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer had determined based on its business and profession expertise that it can perform the work in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement.

The cost of construction stated below includes all costs to complete the work under the RFP and Contract except for the cost of permits, which shall be paid as a reimbursable expense from an allowance account established by the Town.

Total Price Proposal Amount: \$ 1,129,433.03

Subcontractor Breakdown of the Price Proposal

The following information shall be provided for all of the Subcontractors listed under Exhibit 6, Subcontractor Utilization Form. This form is to include all tiers of Subcontractors. The Tier column is to be used to identify if they are a 1st, 2nd, 3rd etc. tier and who they are the sub-tier for if it is not the Successful Proposer. Add additional pages if required.

Name of Business	Value of the Work
H & J Asphalt, INC	\$ 87,500.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

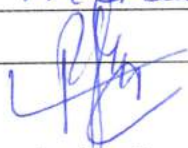
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

.....

Company Name: RG Underground Engineering, INC

Signatory's Name: Ricardo Gonzalez

Signatory's Title: President

Signatory's Signature: 

NOTE: This Form is to be submitted in a separate sealed envelope.

Town of Miami Lakes
RFP 2019-19 Royal Oaks Drainage and Roadway Improvements Phases I
Bid Form

BID FORM NOTES:

1. All bid prices shall be inclusive of all labor, equipment, material, machinery, tools, means of transportation, 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.
7. Bidder must provide dust control throught the duration of the project. Dust Control is incidental to the drainage and roadway work.
8. Advance exploration of existing utilities costs to be included in items 1.02 and 2.02.
9. Items 1.01 (a) and 2.01 (a) are lump sum pay items for all mobilization costs and also include the construction of two (2) 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 prior to ordering the projects sign. Photos of the actual project sign must be submitted for approval prior to installation of the project sign.

AREA 1 - NW 87th AVE (from NW 164 St. to NW 165 TERR), NW 165 TERR, NW 165 ST., & NW 164 ST (from NW 87 AVE. to NW 84 CT)					
Item No.	Description	U/M	Unit Price	Quantity	Extended Price
1.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	LS		1	\$ _____
1.01 (a)	Mobilization	LS	\$ 22,500.00	1	\$ 22,500.00
1.01 (b)	Maintenance of Traffic	LS	\$ 4,000.00	1	\$ 4,000.00

1.02	F&I exfiltration trench (4' wide, 15' deep, 18" diameter HDPE), Including roadway restoration	LF	\$ 138.00	1200	\$ 165,600.00
1.03	F & I 15" diameter Pipe HDPE	LF	\$ 85.00	204	\$ 17,340.00
1.04	F & I Manhole (4' diameter w/ ring & cover)	EA	\$ 3,600.00	13	\$ 46,800.00
1.05	F & I catch basin (24"x37" Type "C" w/ frame & grate)	EA	\$ 3,100.00	5	\$ 15,500.00
1.06	Cut existing drainage pipe and fit new to existing pipe manhole with concrete jacket(s)	EA		0	\$ _____
1.07	F & I Pollution Retardant Baffle	EA	\$ 500.00	16	\$ 8,000.00
1.08	Asphalt Apron (1" Type FC-9.5 Asphalt, 6" Limerock Base)	EA	\$ 660.00	7	\$ 4,620.00
1.09	Core Drill Exist. Catch Basin	EA	\$ 800.00	9	\$ 7,200.00
1.10	Milling Exist. Asphalt, 1" Avg. Depth	SY	\$ 2.90	8883	\$ 25,760.06
1.11	Asphalt Resurfacing, 1" Type FC-9.5 Asphalt	TN	\$ 145.00	563	\$ 81,635.00
1.12	Thermoplastic Pavement Markings, 24" Stop Bar, 50' Double Yellow, Yellow RPMs	EA	\$ 500.00	6	\$ 3,000.00
1.13	Site restoration as required (including landscaping, swale, concrete curb and gutter, driveways (asphalt, paver or concrete), mailbox, street signs, etc)	LS	\$ 23,500.00	1	\$ 23,500.00
SUB-TOTAL AMOUNT AREA 1					\$ 425,455.06

AREA 2 - NW 167 TERR & NW 169 TERR (from NW 81 AVE to NW 79 AVE), NW 81 AVE, NW 80 CT, NW 79 PL (from NW 167 TERR to NW 169)

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
2.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	LS		1	\$ _____
2.01 (a)	Mobilization	LS	\$ 22,500.00	1	\$ 22,500.00
2.01 (b)	Maintenance of Traffic	LS	\$ 4,000.00	1	\$ 4,000.00
2.02	F&I exfiltration trench (4' wide, 15' deep, 18" diameter HDPE), Including roadway restoration	LF	\$ 138.00	2413	\$ 332,994.00
2.03	F & I 15" diameter Pipe HDPE	LF	\$ 85.00	251	\$ 21,335.00
2.04	F & I Manhole (4' diameter w/ ring & cover)	EA	\$ 3,600.00	23	\$ 82,800.00
2.05	F & I catch basin (24"x37" Type "C" w/ frame & grate)	EA	\$ 3,100.00	18	\$ 55,800.00
2.06	Cut existing drainage pipe and fit new to existing pipe manhole with concrete jacket(s)	EA	\$ 2,500.00	10	\$ 25,000.00
2.07	F & I Pollution Retardant Baffle	EA	\$ 500.00	29	\$ 14,500.00

2.08	Asphalt Apron (1" Type FC-9.5 Asphalt, 6" Limerock Base)	EA	\$ 660.00	5	\$ 3,300.00
2.09	Core Drill Exist. Catch Basin	EA	\$ 800.00	2	\$ 1,600.00
2.10	Milling Exist. Asphalt, 1" Avg. Depth	SY	\$ 2.90	9367	\$ 27,163.98
2.11	Asphalt Resurfacing , 1" Type FC-9.5 Asphalt	TN	\$ 145.00	593	\$ 85,985.00
2.12	Thermoplastic Pavement Markings, 24" Stop Bar, 50' Double Yellow, Yellow RPMs	EA	\$ 500.00	7	\$ 3,500.00
2.13	Site restoration as required (including landscaping, swale, concrete curb and gutter, driveways (asphalt, paver or concrete), mailbox, street signs, etc)	LS	\$ 23,500.00	1	\$ 23,500.00
SUB-TOTAL AMOUNT AREA 2					\$ 703,977.98
TOTAL BID AMOUNT					\$ 1,129,433.03

Firm's Name:

RG Underground Engineering, Inc

Authorized Signatory:

Print Name/Title:

Ricardo Gonzalez / President

Email Address:

rgunderground@att.net

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
trench box	LF	3613	1.00	1.00	trench box

Total \$ \$3,613.00

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: RG Underground Engineering, Inc

Signature: 

Printed Name/Title: Ricardo Gonzalez / President

City/State/Zip: Miami, FL 33186

Telephone No.: 305-386-6293

E-Mail Address: rgunderground@att.net

Exhibit “B”
Plans and Specifications

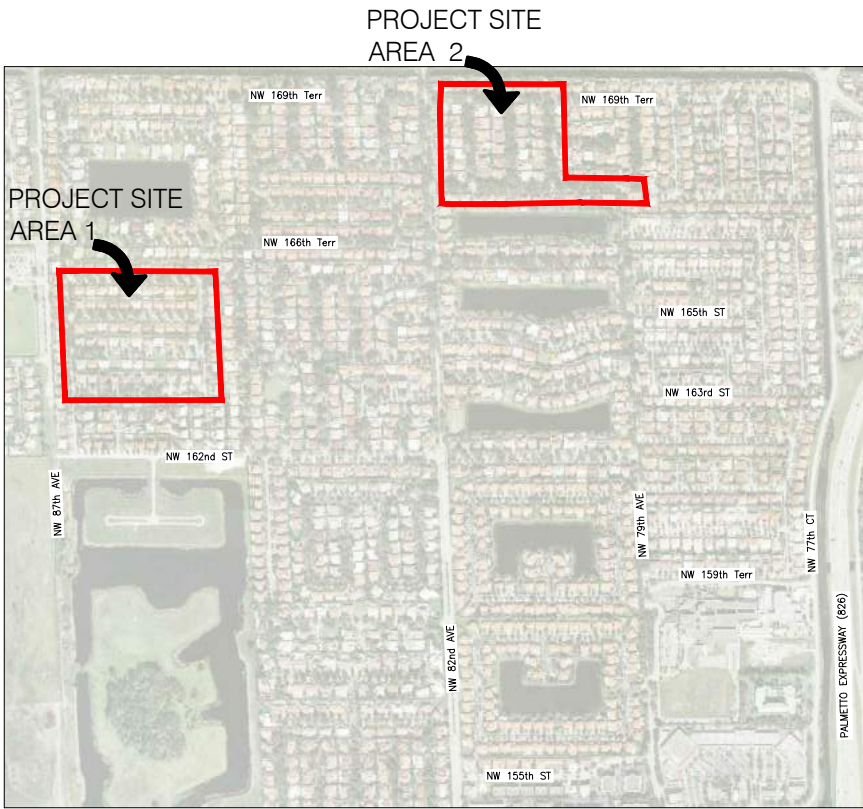
TOWN OF MIAMI LAKES

ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS

MIAMI-DADE COUNTY, FLORIDA
STANTEC PROJECT NO. 215611994

INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
C00	COVER
C01	GENERAL NOTES
C02 - C08	DRAINAGE PLANS AREA 1
C09 - C15	DRAINAGE PLANS AREA 2
C16 - C17	CONSTRUCTION DETAILS



LOCATION MAP
N.T.S.

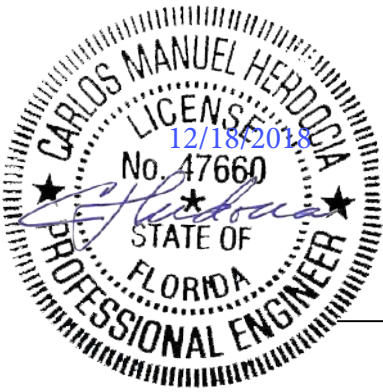


MAYOR & COUNCIL:

Manny Cid, Mayor
Nelson Rodriguez, Vice Mayor
Carlos Alvarez, Councilmember
Luis Collazo, Councilmember
Joshua Dieguez, Councilmember
Jeffrey Rodriguez, Councilmember
Marilyn Ruano, Councilmember

Town Manager: Alex Rey

.....APPROVALS.....			
AGENCY	SUBMITTAL DATE	APPROVAL DATE	PERMIT NUMBER

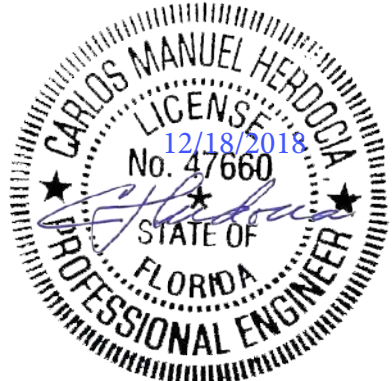
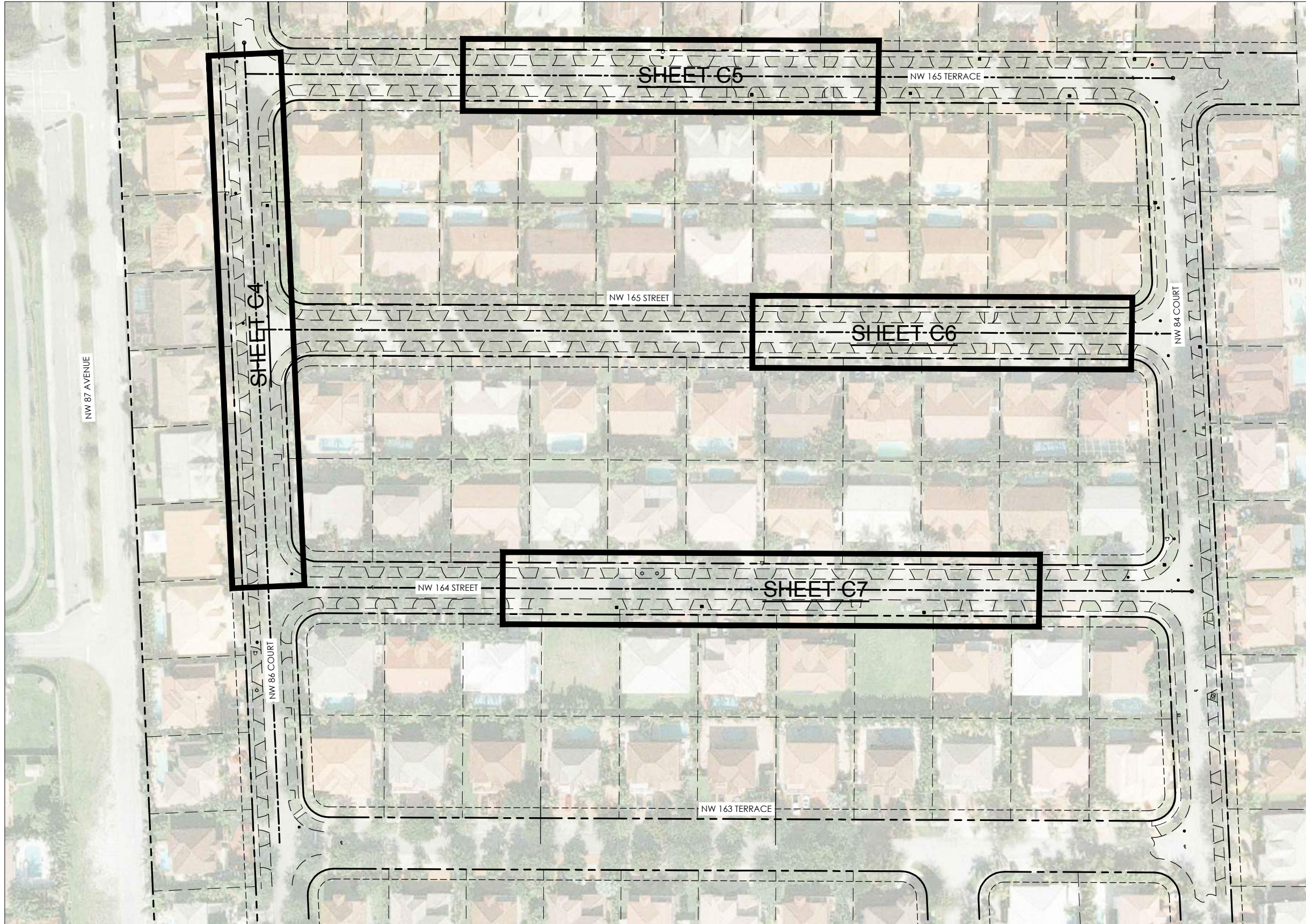


December 17, 2018

APPROVED BY

CARLOS M. HERDOCIA
REGISTERED ENGINEER NO. 47660
STATE OF FLORIDA

V:\21561\active\215611994\2018 DWG\CIVIL CAD DWG\215611994 AREAS KEY SHEET.dwg
2018/12/17 12:48 PM By: Fehrenbach, Robert



AREA #1

																<div><div><div></div><div>Stantec</div><div>901 Ponce de Leon Blvd, Suite 900 Coral Gables, Florida 33134 www.stantec.com</div></div><div><div>The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.</div></div></div>				<div><div>TOWN OF MIAMI LAKES</div><div>ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS</div><div>MIAMI-DADE COUNTY</div></div> <div><div>File Name:</div><div><div>RM</div><div>CMH</div><div>CMH</div><div>2018/12/17</div></div><div><div>Dwn.</div><div>Chkd.</div><div>Dsgn.</div><div>YY.MM.DD</div></div></div>				<div>AREA 1 - KEY PLAN</div> <div><div>Project No.</div><div>215611994</div></div> <div><div>Scale</div><div>1" = 10'</div><div>(REDUCED 1" = 20')</div></div> <div><div>Drawing No.</div><div>Sheet</div><div>C2 of 17</div><div>Revision</div></div>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										

N.W. 86th COURT

SUMMARY OF DRAINAGE STRUCTURES										
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E W
S-1A	73+72.77	4.97' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.51	18" HDPE (2.00) (N) 15" HDPE (2.80) (E) 18" HDPE (2.00) (S) 15" HDPE (2.80) (W)	-1.50	X	X	
S-1B	72+63.61	4.97' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	7.07	18" HDPE (2.00) (N) 15" HDPE (3.50) (E)	-1.50	X		
S-1C	74+82.59	4.56' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.92	18" HDPE (2.00) (S) 15" HDPE (3.20) (SE)	-1.50		X	
S-1D	72+67.25	25.74' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.80	15" HDPE (3.55) (W)	2.55			
S-1E	74+71.11	25.20' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (NW)	2.25			
S-2A	76+26.32	4.97' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.50	15" HDPE (2.95) (W) 15" HDPE (2.95) (E) 18" HDPE (2.00) (S) 18" HDPE (2.00) (N)	-1.50	X	X	
S-2B	75+16.31	4.96' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	7.00	18" HDPE (2.00) (N) 15" HDPE (3.20) (NE)	-1.50	X		
S-2C	77+36.31	4.97' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.90	15" HDPE (3.30) (E) 18" HDPE (2.00) (S)	-1.50		X	
S-2D	75+22.99	20.57' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (SW)	2.25			
S-2E	77+27.77	34.61' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.60	15" HDPE (3.35) (W)	2.35			

N.W. 165th TERRACE

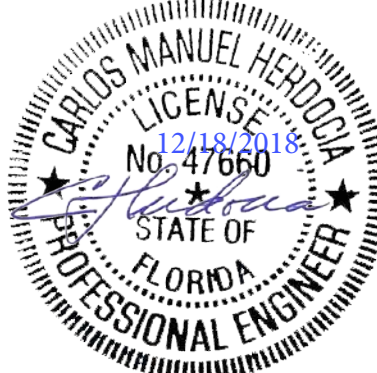
SUMMARY OF DRAINAGE STRUCTURES											
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	Baffle W
S-3A	14+71.85	5.25' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.60	18" HDPE (2.00) (W) 15" HDPE (2.90) (N) 15" HDPE (2.90) (S)	-1.50				X
S-3B	12+59.84	5.08' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	7.40	18" HDPE (2.00) (E)	0.00				

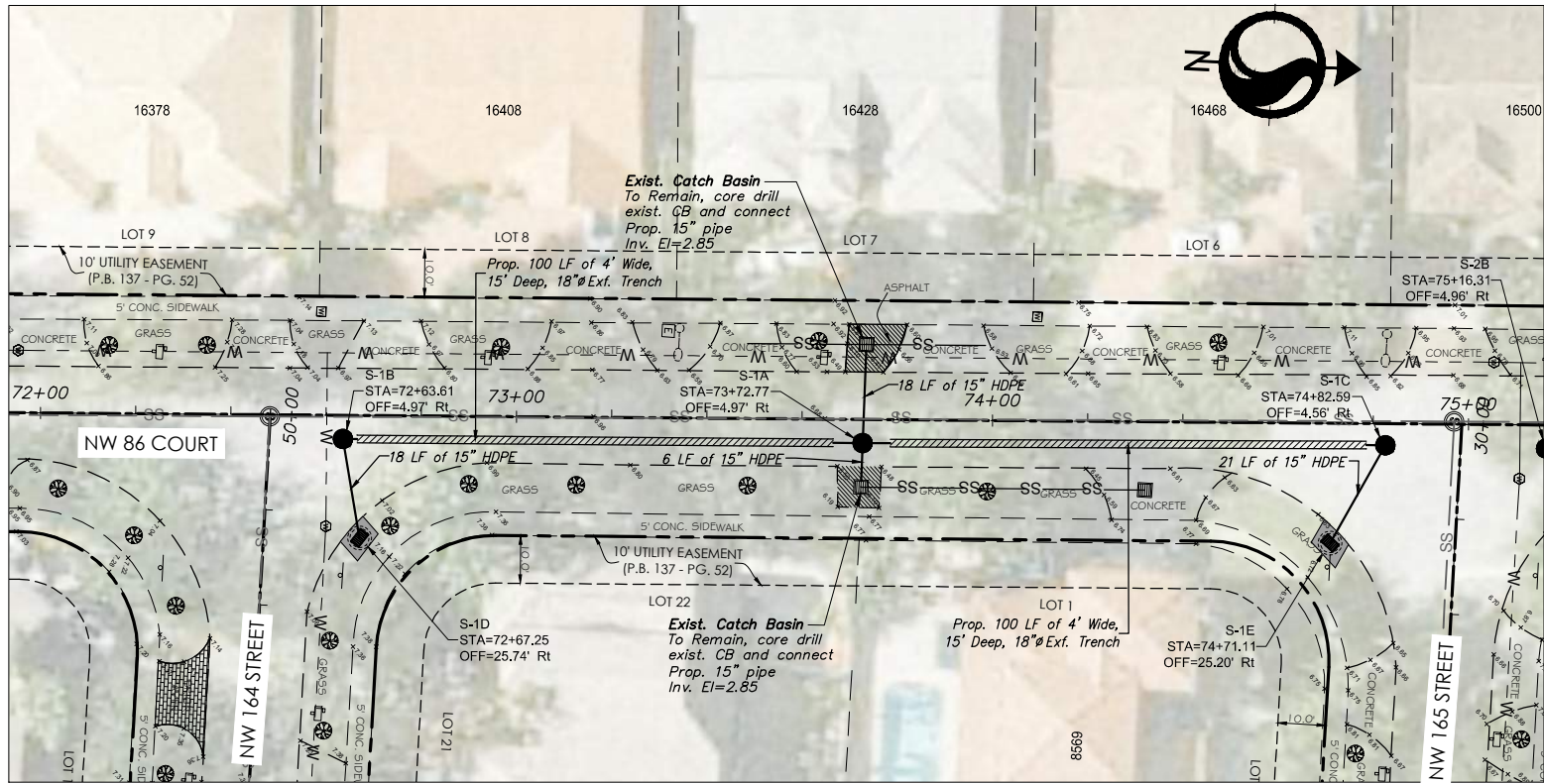
N.W. 165th STREET

SUMMARY OF DRAINAGE STRUCTURES											
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	Baffle W
S-4A	37+95.60	5.22' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.50	15" HDPE (2.95) (S) 15" HDPE (2.95) (N) 18" HDPE (2.00) (W)	-1.50				X
S-4B	35+83.49	5.24' Rt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	7.02	18" HDPE (2.00) (E)	0.00				

N.W. 164th STREET

SUMMARY OF DRAINAGE STRUCTURES											
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	E	Baffle W
S-5A	54+82.07	5.14' Lt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.82	15" HDPE (3.20) (N) 15" HDPE (3.20) (S) 18" HDPE (2.00) (E) 18" HDPE (2.00) (W)	-1.50			X	X
S-5B	54+85.71	16.85' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (S)	2.25				
S-5C	52+73.77	5.02' Lt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	7.40	18" HDPE (2.00) (E)	0.00				
S-5D	56+97.77	5.21' Lt	MH TYPE "P", 48"Ø	USF 465 & "A" Cover	6.85	18" HDPE (2.00) (W)	0.00				

[illegible]



Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify the Town of Miami Lakes and Sunshine State One Call of Florida, Inc. 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to Stantec prior to excavating.

Special attention shall be given to the fact that the new drainage will need to be installed close to the existing sanitary sewer line. Contractor shall take all required measures to support the existing sewer and prevent undermining of the pipe. These measures could include the use of trench boxes and excavation and backfill of short lengths of drainage prior to continuing with the next section of proposed pipe.

LEGEND

= PROP. DRAINAGE CATCH BASIN

= PROP. DRAINAGE MH

= PALM TREE

= TREE

= LIGHT POST

= ELEVATION

= EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT

= PROP. ASPHALT APRON

= U.G. ELEC. UTILITY

= U.G. UNKNOWN

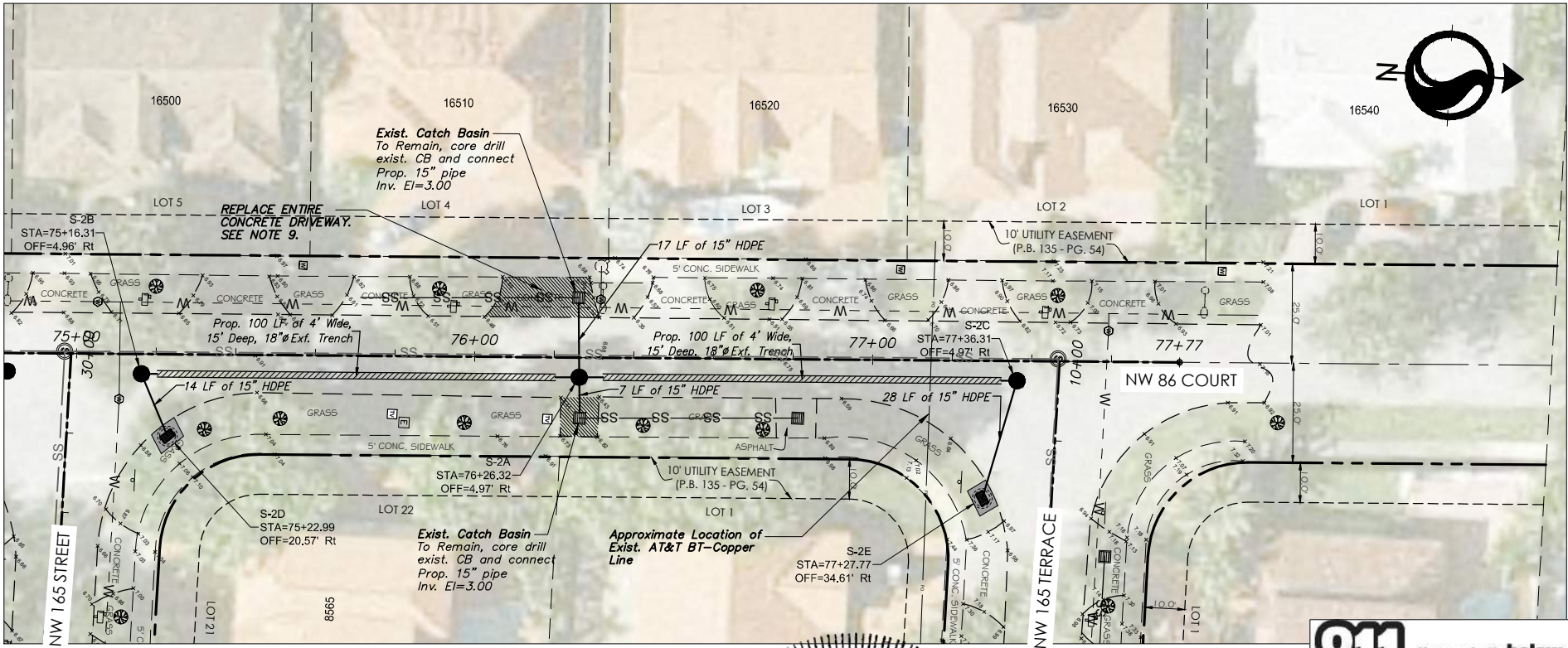
= U.G. PHONE

= U.G. STORM

= U.G. WATER

= U.G. CABLE TV

= U.G. FORCE MAIN



- CONSTRUCTION NOTES:
1. EXACT LOCATION OF DRAINAGE IMPROVEMENTS WILL BE DETERMINED BY THE ENGINEER AFTER EXPLORATORY EXCAVATION BY CONTRACTOR AS DIRECTED BY ENGINEER. CONTRACTOR SHALL ORDER DRAINAGE STRUCTURES ONLY AFTER EXPLORATORY EXCAVATION AND FINAL LOCATION DETERMINATION AND SHOP DRAWING APPROVAL BY ENGINEER.

2. ASPHALT APRONS SHALL BE CONSTRUCTED AROUND ALL CATCH BASINS NOT LOCATED IN A DRIVEWAY. SEE DETAIL SHEET.

3. WHERE CATCH BASINS ARE INSTALLED IN EXISTING DRIVEWAYS, THE DRIVEWAY SHALL BE REPLACED AND SLOPED TO THE NEW CATCH BASIN.

4. CONTRACTOR SHALL TEMPORARILY RELOCATE ANY REQUIRED EXISTING MAILBOXES DURING CONSTRUCTION AND RESET MAILBOXES IN ORIGINAL LOCATION WITH MOUNTING AND FOUNDATION ELEMENTS TO MATCH PREVIOUS.

5. ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 UNLESS OTHERWISE NOTED.

6. CONTRACTOR IS RESPONSIBLE FOR RESTORING THE EXISTING ROADWAY ABOVE DRAINAGE INSTALLATIONS. SEE DETAILS SHEET. IT'S THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ANY DAMAGES TO EXISTING ASPHALT TO THE SATISFACTION OF THE ENGINEER AND THE TOWN OF MIAMI LAKES. ALL REQUIRED RESTORATION COSTS SHALL BE INCLUDED IN THE LUMP SUM RESTORATION BID ITEMS.

7. CONTRACTOR SHALL VERIFY ALL EXIST. UTILITIES PRIOR TO DRAINAGE EXCAVATION.

8. MANHOLE ELEVATIONS TO BE FLUSHED WITH FINAL LAYOUT OF PAVEMENT.

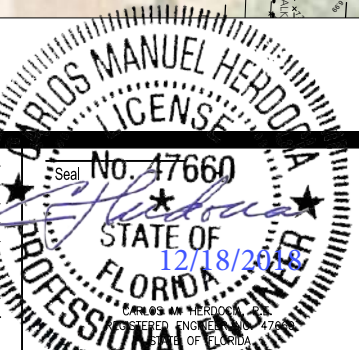
9. ALL EXISTING DRIVEWAYS SHALL BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION. DRIVEWAY PATCHES WILL NOT BE ACCEPTED. DRIVEWAYS DAMAGED DURING CONSTRUCTION WILL REQUIRE COMPLETE REMOVAL AND REPLACEMENT TO THE R/W LINE.

10. CONTRACTOR SHALL RESTORE ALL EXISTING CONCRETE (SIDEWALKS, CURBS, GUTTERS, DRIVEWAYS) IMPACTED AS PART OF THE DRAINAGE INSTALLATION WORK. CURBS AND SIDEWALKS SHALL BE RESTORED TO THE NEAREST CONTROL JOINT.

V:\21561\active\215611994\2018 DWS\CIVIL CAD DWS\215611994 DRAINAGE.dwg
2018/12/17 12:49 PM By: Fehrenbach, Robert

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD



Consultants



901 Ponce de Leon Blvd, Suite 900
Coral Gables, Florida 33134
www.stantec.com

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

TOWN OF MIAMI LAKES
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS
MIAMI-DADE COUNTY

File Name:

RM

CMH

CMH

2018/12/17

Dwn.

Chkd.

Dsgn.

YY.MM.DD

AREA 1 - DRAINAGE PLAN

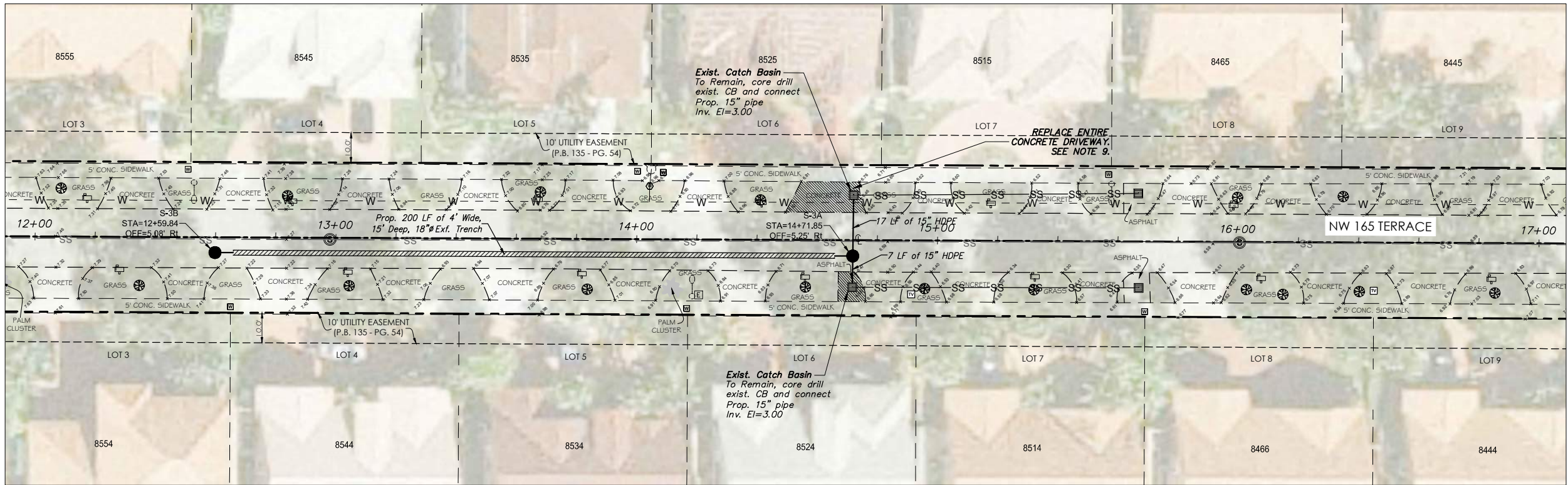
Project No.
215611994

Scale
1" = 20'
(REDUCED 1" = 40')

Drawing No.

Sheet
C4 of 17

Revision



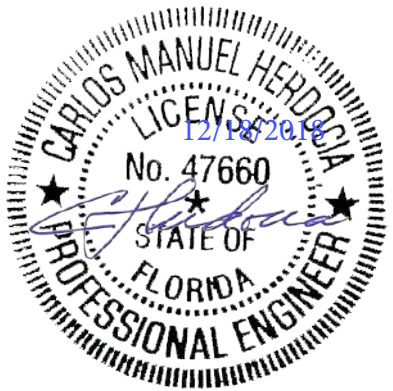
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CONSTRUCTION NOTES:

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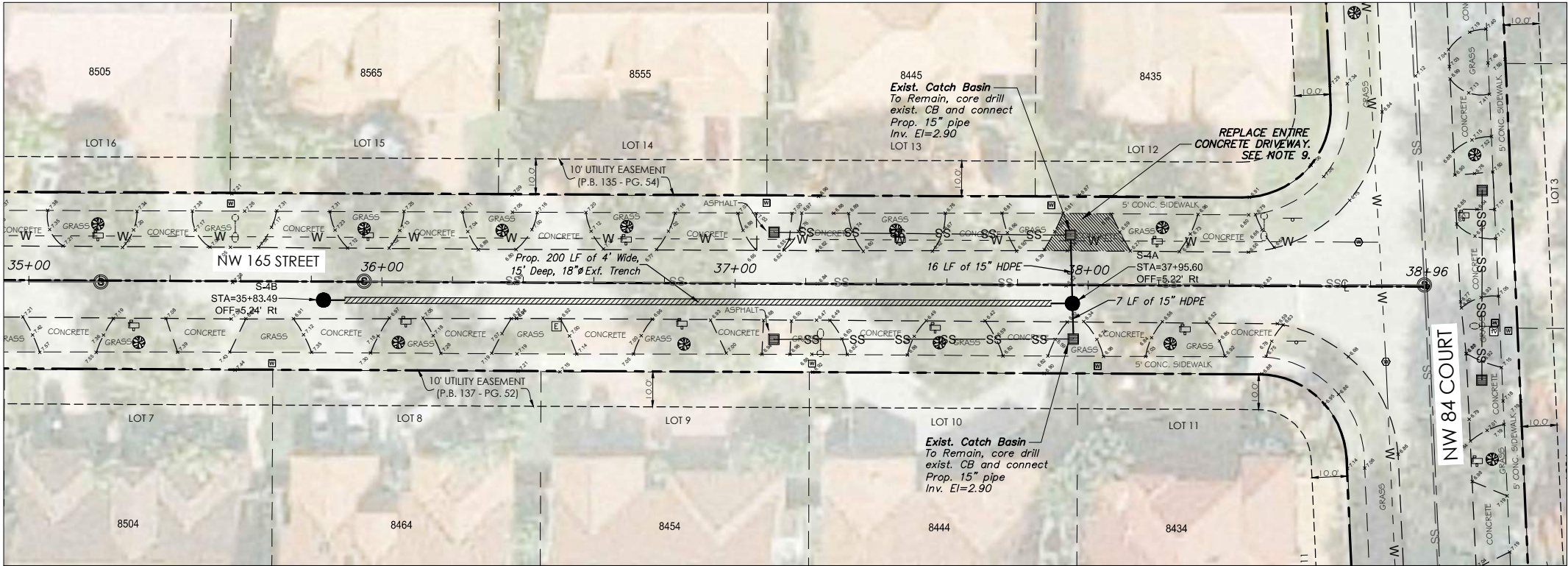


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2018/12/17 12:49 PM By: Fohrenbach, Robert

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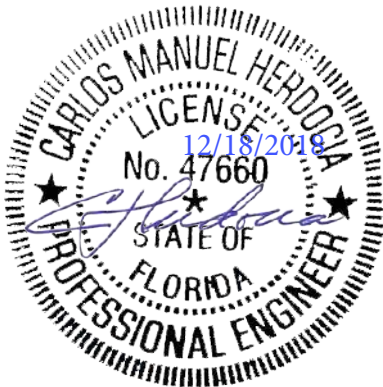
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Seal

Consultants



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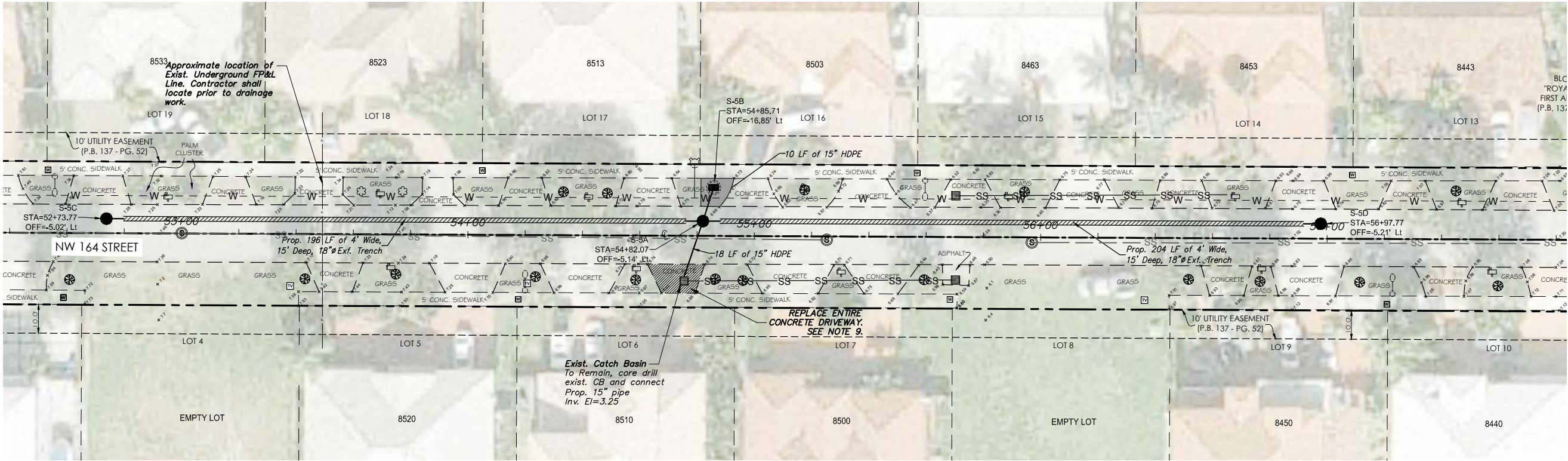
TOWN OF MIAMI LAKES
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS
MIAMI-DADE COUNTY

File Name: RM CMH CMH 2018/12/17
Dwn. Chkd. Dsgn. YY.MM.DD

AREA 1 - DRAINAGE PLAN

Project No. 215611994 Scale 1" = 20'
(REDUCED 1" = 40')

Drawing No. Sheet C6 of 17 Revision



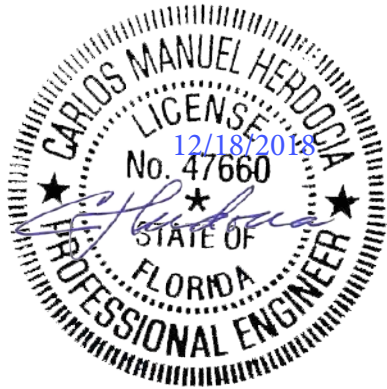
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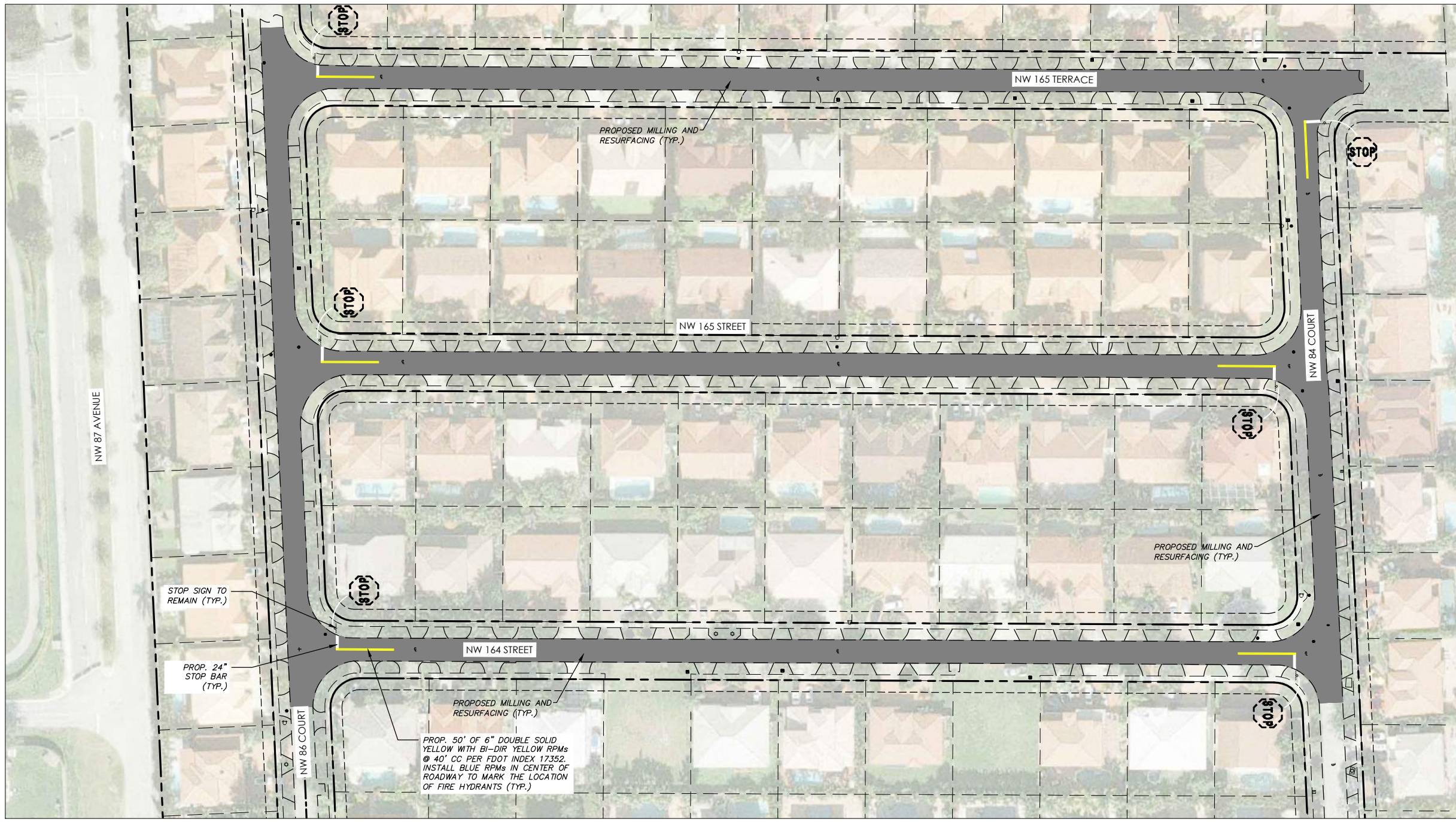


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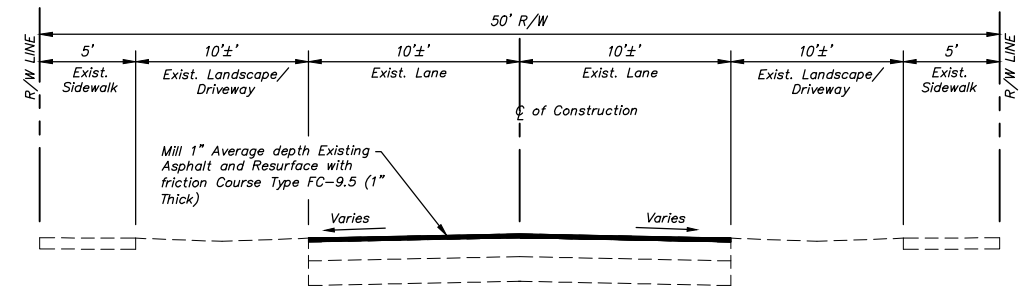


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2018/12/17 12:49 PM By: Fehrenbach, Robert

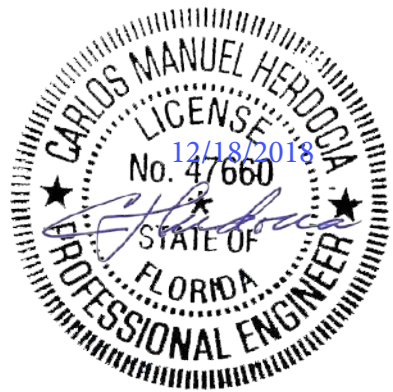
												<div><div></div><div>Seal</div></div>				<div><div></div><div>Consultants</div></div>				<div><div><div><div></div><div>Stantec</div></div><div><div>901 Ponce de Leon Blvd, Suite 900</div><div>Coral Gables, Florida 33134</div><div>www.stantec.com</div></div></div><div><div>The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.</div><div>The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.</div></div></div>				<div><div>TOWN OF MIAMI LAKES</div><div>ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS</div><div>MIAMI-DADE COUNTY</div></div> <div><div>File Name:</div><div><div><div>RM</div><div>CMH</div><div>CMH</div><div>2018/12/17</div></div><div><div>Dwn.</div><div>Chkd.</div><div>Dsgn.</div><div>YY.MM.DD</div></div></div></div>				<div><div>AREA 1 - DRAINAGE PLAN</div><div><div>Project No.</div><div>215611994</div></div><div><div>Drawing No.</div><div><div>C7</div><div>of</div><div>17</div></div></div><div><div>Scale</div><div>1" = 20'</div><div>(REDUCED 1" = 40')</div></div><div><div>Sheet</div><div>Revision</div></div></div>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
<div>Revision</div>		<div>By</div>	<div>Appd.</div>	<div>YY.MM.DD</div>	<div>Issued</div>		<div>By</div>	<div>Appd.</div>	<div>YY.MM.DD</div>	<div>CARLOS M. HERDOCIA, P.E.</div>	<div>REGISTERED ENGINEER NO. 47660</div>	<div>STATE OF FLORIDA</div>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												



NOTE: CONTRACTOR SHALL COMPACT TEMPORARY BASE AND PLACE TEMPORARY HOT ASPHALT OVER NEW DRAINAGE INSTALLATIONS SO THAT SECTIONS OF ROAD ARE LEFT UNPAVED FOR A MAXIMUM OF 72 HOURS. DUST FREE SURFACE SHALL BE MAINTAINED THROUGHOUT THE PROJECT DURATION. EXPOSED ROCK ROAD IS NOT AN ACCEPTABLE TEMPORARY DRIVING SURFACE.



TYPICAL SECTION



AREA #1

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Revision	By	Appd.	YY.MM.DD	Issued	By	Appd.	YY.MM.DD

Seal

CARLOS M. HERDOCIA, P.E.
REGISTERED ENGINEER NO. 47660
STATE OF FLORIDA

Consultants

**Stantec**

901 Ponce de Leon Blvd, Suite 900
Coral Gables, Florida 33134
www.stantec.com

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TOWN OF MIAMI LAKES
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS
MIAMI-DADE COUNTY

File Name:	RM	CMH	CMH	2018/12/17
	Dwn.	Chkd.	Dsgn.	YY.MM.DD

AREA 1 - RESURFACING

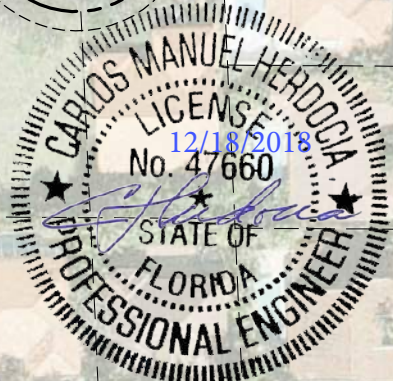
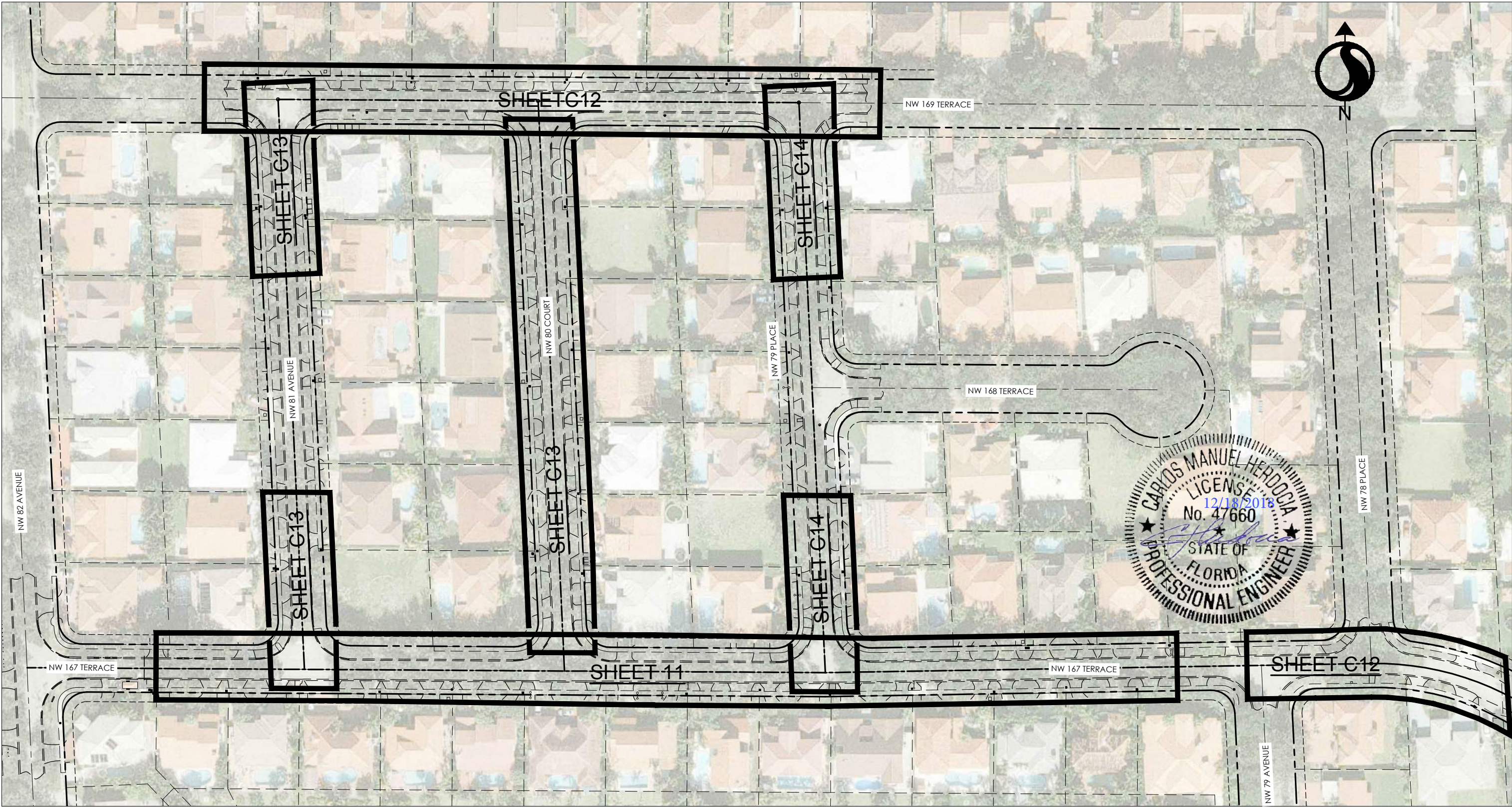
Project No.
215611994

Drawing No.


Scale
1" = 50'
(REDUCED 1" = 100')

Sheet
C8 of 17

Revision



AREA #2

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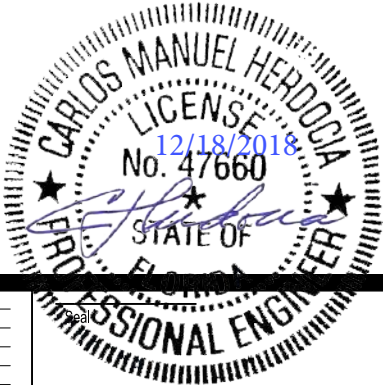
V:\215611994\215611994_2018_DWG\CIVIL_CAD_DWG\215611994 AREAS KEY SHEET.dwg
2018/12/17 12:50 PM By: Fehrenbach, Robert

N.W. 167th TERRACE

SUMMARY OF DRAINAGE STRUCTURES												
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W	
S-7A	102+78.13	4.27' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.50	18" HDPE (2.00) (W) 18" HDPE (2.00) (E)	-1.50			X	X	
S-7B	101+28.80	4.37' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.99	18" HDPE (2.00) (E)	0.00					
S-7C	105+19.01	4.24' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.90	18" HDPE (2.00) (W) 15" HDPE (3.40) (S) 15" HDPE (3.20) (N)	-1.50				X	
S-7D	105+19.51	14.41' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.70	15" HDPE (3.45) (N)	2.45					
S-7E	105+17.81	17.24' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (S)	2.25					
S-8A	108+43.45	4.38' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.30	18" HDPE (2.00) (W) 18" HDPE (2.00) (E)	-1.50			X	X	
S-8B	106+08.38	4.46' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.80	18" HDPE (2.00) (E) 15" HDPE (3.30) (S)	-1.50			X		
S-8C	106+08.40	14.17' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.60	15" HDPE (3.35) (N)	2.35					
S-8D	110+81.34	4.35' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	7.10	18" HDPE (2.00) (W) 15" HDPE (3.60) (S) 15" HDPE (3.60) (N)	-1.50				X	
S-8E	110+81.63	14.29' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.90	15" HDPE (3.65) (N)	2.65					
S-8F	110+79.43	16.96' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.90	15" HDPE (3.65) (S)	2.65					
S-9A	112+77.05	6.03' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.99	18" HDPE (2.00) (E)	0.00					
S-9B	113+89.05	6.03' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.60	18" HDPE (2.00) (W) 18" HDPE (2.00) (E)	-1.50			X	X	
S-9C	114+66.80	5.85' Lt	Type "C" CB, 24"x37"	USF 465B & 6317 GRATE	6.30	18" HDPE (2.00) (W) 18" HDPE (2.00) (E)	-1.50			X	X	
S-9D	115+58.89	4.47' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.60	18" HDPE (2.00) (NW) 15" HDPE (2.90) (SW) 15" HDPE (2.90) (NE)	-1.50				X	

N.W. 169th TERRACE

SUMMARY OF DRAINAGE STRUCTURES												
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W	
S-10A	130+19.35	5.01' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.40	18" HDPE (2.00) (E)	-1.50			X		
S-10B	133+33.29	4.86' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	5.78	18" HDPE (2.00) (W) 18" HDPE (2.00) (E) 15" HDPE (3.50) (N) 15" HDPE (3.45) (S)	-1.50			X	X	
S-10C	135+91.41	5.01' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.40	18" HDPE (2.00) (W)	-1.50				X	
S-10D	133+32.70	12.67' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.80	15" HDPE (3.55) (S)	2.55					
S-10E	133+35.96	26.61' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.80	15" HDPE (3.55) (N)	2.55					



CARLOS M. HERDOCIA, P.E.
REGISTERED ENGINEER NO. 47660
STATE OF FLORIDA

Consultants



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TOWN OF MIAMI LAKES
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS
MIAMI-DADE COUNTY

File Name: RM CMH CMH 2018/12/17
Dwn. Chkd. Dsgn. YY.MM.DD

AREA 2 - DRAINAGE STRUCTURES

Project No. 215611994 Scale NTS

Drawing No. Sheet C10 of 17 Revision

N.W. 80th COURT

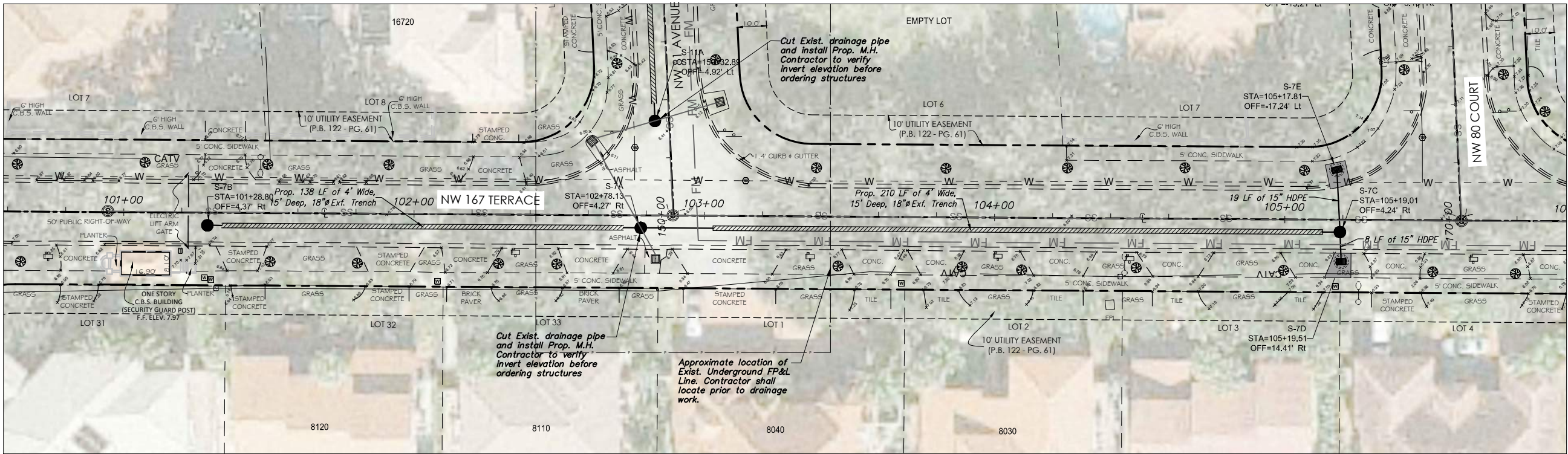
SUMMARY OF DRAINAGE STRUCTURES												
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W	
S-13A	170+81.25	5.16' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.80	15" HDPE (3.20) (W) 15" HDPE (3.20) (E) 18" HDPE (2.00) (N)	-1.50					
S-13B	173+00.23	5.16' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.50	18" HDPE (2.00) (S) 18" HDPE (2.00) (N)	-1.50					
S-13C	175+16.26	5.16' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.80	18" HDPE (2.00) (S) 15" HDPE (3.30) (W) 15" HDPE (3.30) (E)	-1.50					
S-13D	175+14.40	14.67' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.60	15" HDPE (3.35) (E)	2.35					
S-13E	175+17.17	14.82' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.60	15" HDPE (3.35) (W)	2.35					
S-13F	170+80.94	14.51' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (W)	2.25					
S-13G	170+82.38	15.21' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.50	15" HDPE (3.25) (E)	2.25					

N.W. 81st AVENUE

SUMMARY OF DRAINAGE STRUCTURES												
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W	
S-11A	150+32.89	4.92' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.25	18" HDPE (2.00) (N)	-1.50	X				
S-11B	151+50.11	4.87' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.70	18" HDPE (2.00) (S) 15" HDPE (3.10) (SW) 15" HDPE (3.10) (E)	-1.50		X			
S-11C	151+42.85	15.02' Lt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.45	15" HDPE (3.20) (NE)	2.20					
S-11D	151+55.51	14.78' Rt	Type "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.45	15" HDPE (3.20) (W)	2.20					
S-12A	155+61.83	4.82' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.60	18" HDPE (2.00) (S)	-1.50		X			
S-12B	154+41.50	4.82' Lt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.99	18" HDPE (2.00) (N)	0.00					

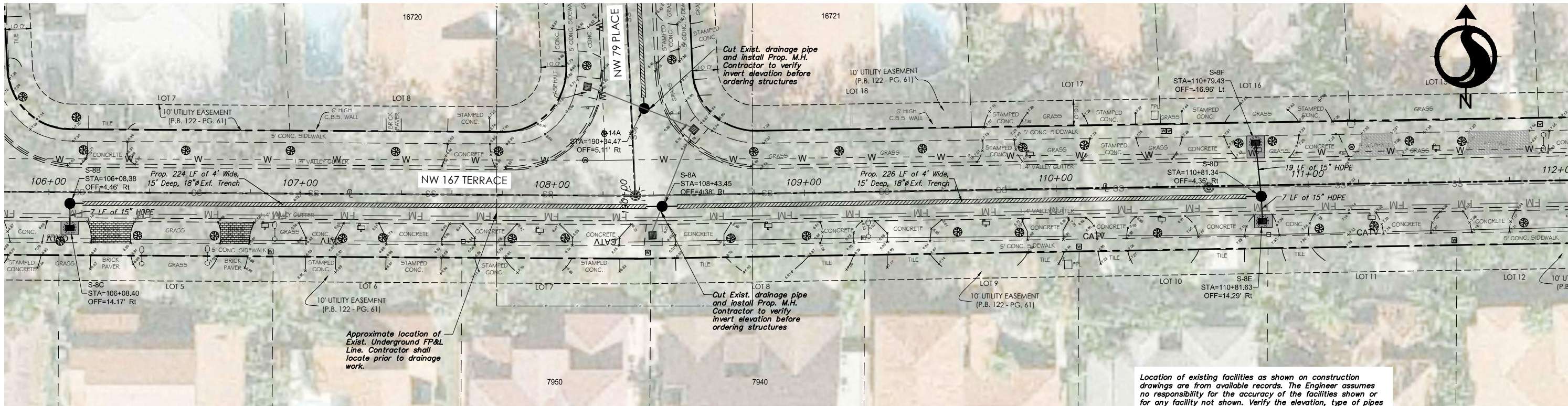
N.W. 79th PLACE

SUMMARY OF DRAINAGE STRUCTURES												
Structure Number	Station	Off-set	Structure Type	FRAME & GRATE	Rim Elev.	Pipe Inverts	Bottom (Sump) Elev.	Pollution N	Retardant S	Baffle E	W	
S-14A	190+34.47	5.11' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.99	18" HDPE (2.00) (N)	-1.50	X				
S-14B	191+41.38	14.36' Lt	TYPE "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.40	15" HDPE (3.15) (E)	2.15					
S-14C	191+37.18	14.93' Rt	TYPE "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.40	15" HDPE (3.15) (W)	2.15					
S-14D	191+37.18	5.11' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	7.29	18" HDPE (2.00) (S) 15" HDPE (3.10) (W) 15" HDPE (3.10) (E)	-1.50		X			
S-15A	195+62.53	5.34' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	6.40	18" HDPE (2.00) (S)	-1.50		X			
S-15B	194+45.80	5.33' Rt	MH TYPE "P", 48"ø	USF 465 & "A" Cover	7.49	18" HDPE (2.00) (N) 15" HDPE (3.10) (W) 15" HDPE (3.30) (SE)	-1.50	X				
S-15C	194+53.74	15.76' Lt	TYPE "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.40	15" HDPE (3.15) (E)	2.15					
S-15D	194+39.73	15.69' Rt	TYPE "C" CB, 24"x37"	USF 5113 & 6194 GRATE	6.60	15" HDPE (3.35) (NW)	2.35					



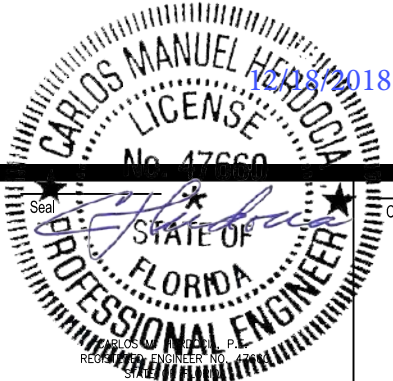
LEGEND

- = PROP. DRAINAGE CATCH BASIN
- = PROP. DRAINAGE MH
- = PALM TREE
- = TREE
- = LIGHT POST
- = ELEVATION
- = EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT
- = PROP. ASPHALT APRON
- = U.G. ELEC. UTILITY
- = U.G. UNKNOWN
- = U.G. PHONE
- = U.G. STORM
- = U.G. WATER
- = U.G. CABLE TV
- = U.G. FORCE MAIN



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Special attention shall be given to the fact that the new drainage will need to be installed close to the existing sanitary sewer line. Contractor shall take all required measures to support the existing sewer and prevent undermining of the pipe. These measures could include the use of trench boxes and excavation and backfill of short lengths of drainage prior to continuing with the next section of proposed pipe.



TOWN OF MIAMI LAKES
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS
MIAMI-DADE COUNTY

AREA 2 - DRAINAGE PLAN

Project No. 215611994 Scale 1" = 20' (REDUCED 1" = 40')

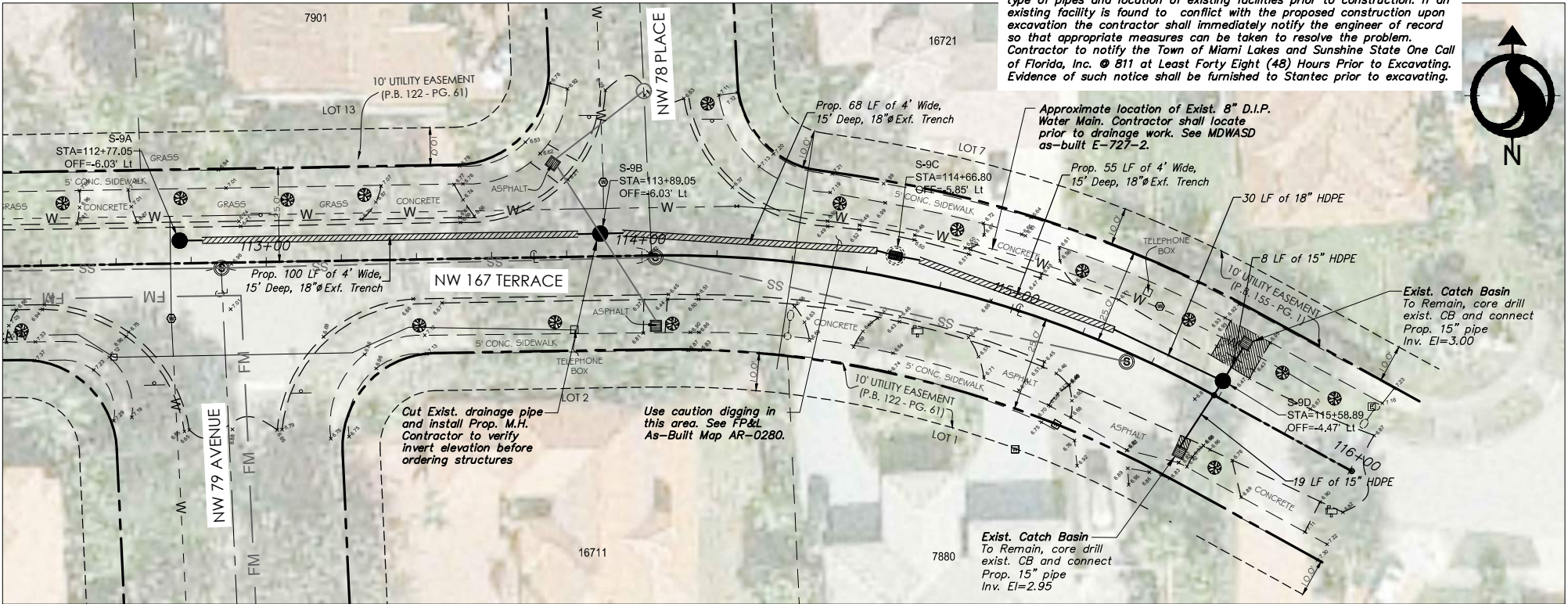
Drawing No. Sheet C11 of 17 Revision

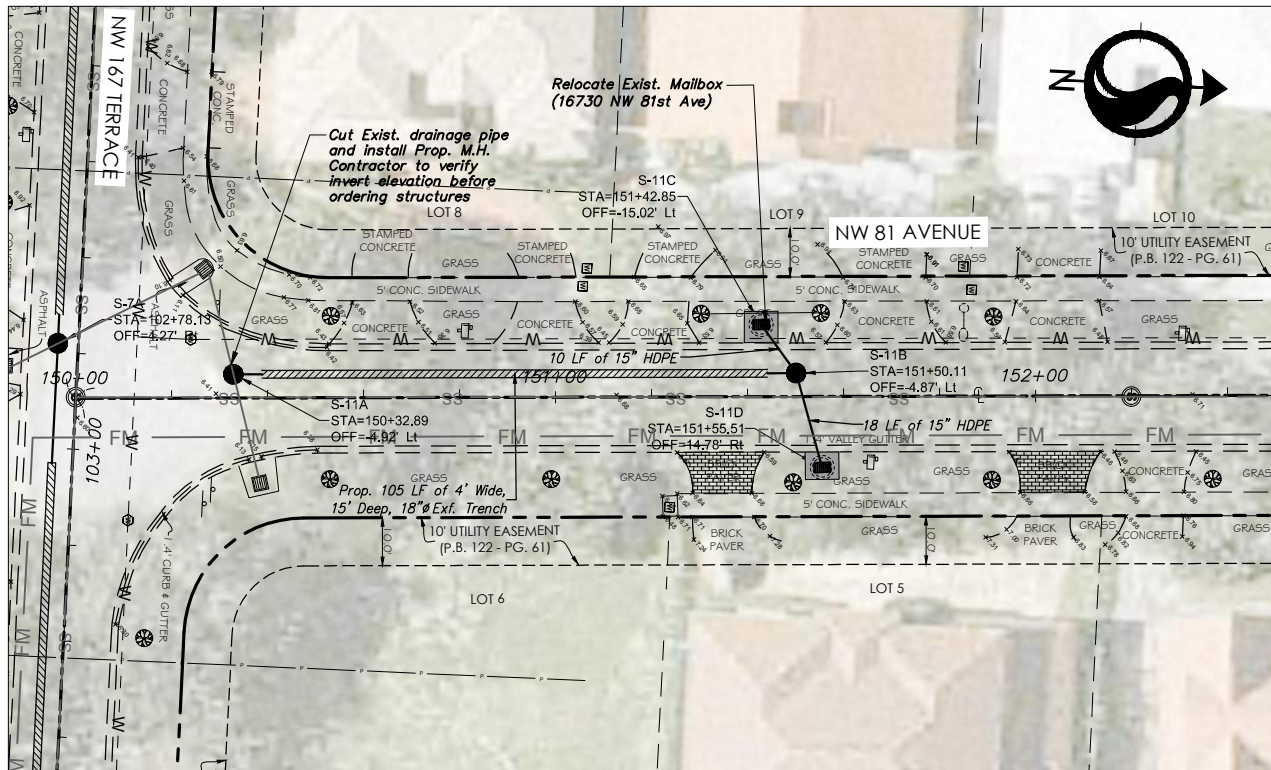
Revision	By	Appd.	YY.MM.DD	Issued	By	Appd.	YY.MM.DD

LEGEND

- = PROP. DRAINAGE CATCH BASIN
- = PROP. DRAINAGE M.H.
- = PALM TREE
- = TREE
- = LIGHT POST
- = ELEVATION
- = EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT
- = PROP. ASPHALT APRON
- = U.G. ELEC. UTILITY
- = U.G. UNKNOWN
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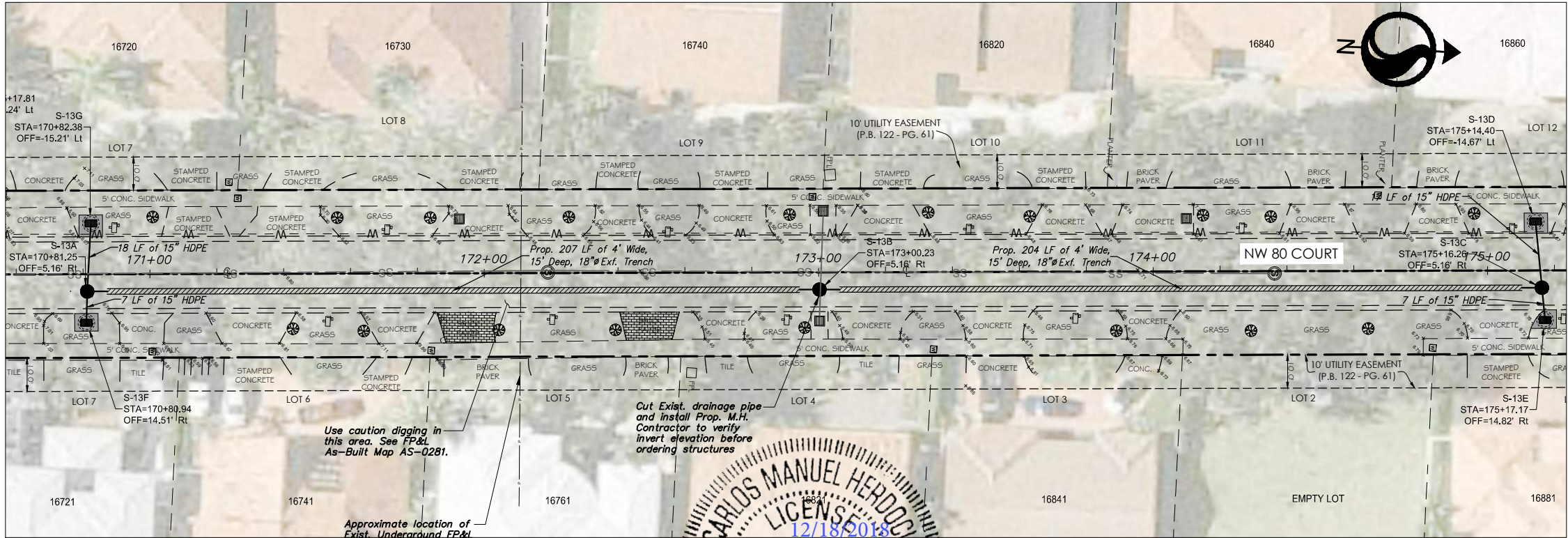
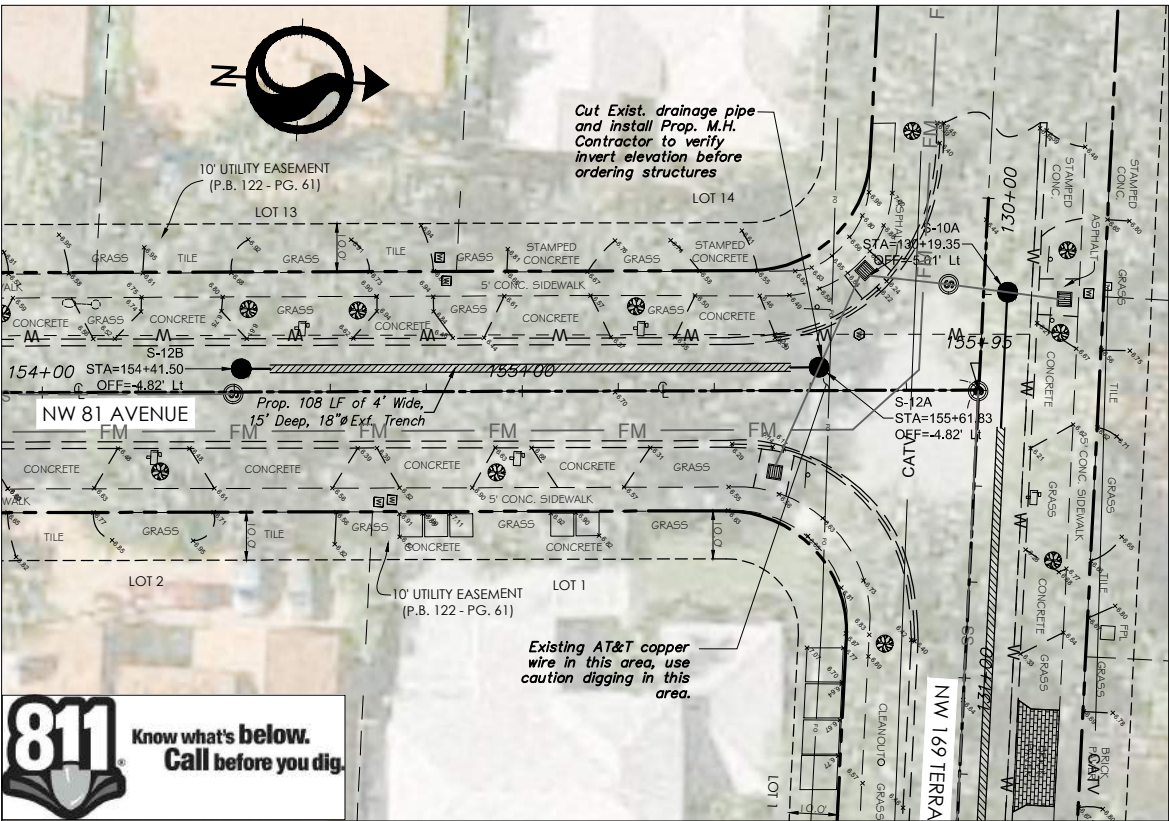




LEGEND

- [Symbol] = PROP. DRAINAGE CATCH BASIN
- [Symbol] = PROP. DRAINAGE MH
- [Symbol] = PALM TREE
- [Symbol] = TREE
- [Symbol] = LIGHT POST
- [Symbol] = ELEVATION
- [Symbol] = EXISTING ASPHALT APRON TO BE RECONSTRUCTED / DRIVEWAY REPLACEMENT
- [Symbol] = PROP. ASPHALT APRON
- [Symbol] = U.G. ELEC. UTILITY
- [Symbol] = U.G. UNKNOWN
- [Symbol] = U.G. PHONE
- [Symbol] = U.G. STORM
- [Symbol] = U.G. WATER
- [Symbol] = U.G. CABLE TV
- [Symbol] = U.G. FORCE MAIN

Special attention shall be given to the fact that the new drainage will need to be installed close to the existing sanitary sewer line. Contractor shall take all required measures to support the existing sewer and prevent undermining of the pipe. These measures could include the use of trench boxes and excavation and backfill of short lengths of drainage prior to continuing with the next section of proposed pipe.



Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify the Town of Miami Lakes and Sunshine State One Call of Florida, Inc. 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to Stantec prior to excavating.

CONSTRUCTION NOTES:

- EXACT LOCATION OF DRAINAGE IMPROVEMENTS WILL BE DETERMINED BY THE ENGINEER AFTER EXPLORATORY EXCAVATION BY CONTRACTOR AS DIRECTED BY ENGINEER. CONTRACTOR SHALL ORDER DRAINAGE STRUCTURES ONLY AFTER EXPLORATORY DETERMINATION AND SHOP DRAWING APPROVAL BY ENGINEER.
- ASPHALT APRONS SHALL BE CONSTRUCTED AROUND ALL CATCH BASINS NOT LOCATED IN A DRIVEWAY. SEE DETAIL SHEET.
- WHERE CATCH BASINS ARE INSTALLED IN EXISTING DRIVEWAYS, THE DRIVEWAY SHALL BE REPLACED AND SLOPED TO THE NEW CATCH BASIN.
- CONTRACTOR SHALL TEMPORARILY RELOCATE ANY REQUIRED EXISTING MAILBOXES DURING CONSTRUCTION AND RESET MAILBOXES IN ORIGINAL LOCATION WITH MOUNTING AND FOUNDATION ELEMENTS TO MATCH PREVIOUS.
- ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 UNLESS OTHERWISE NOTED.
- CONTRACTOR IS RESPONSIBLE FOR RESTORING THE EXISTING ROADWAY ABOVE DRAINAGE INSTALLATIONS. SEE DETAILS SHEET. IT'S THE CONTRACTOR'S RESPONSIBILITY TO RESTORE ANY DAMAGES TO EXISTING ASPHALT TO THE SATISFACTION OF THE ENGINEER AND THE TOWN OF MIAMI LAKES. ALL REQUIRED RESTORATION COSTS SHALL BE INCLUDED IN THE LUMP SUM RESTORATION BID ITEMS.
- CONTRACTOR SHALL VERIFY ALL EXIST. UTILITIES PRIOR TO DRAINAGE EXCAVATION.
- MANHOLE ELEVATIONS TO BE FLUSHED WITH FINAL LAYOUT OF PAVEMENT.
- ALL EXISTING DRIVEWAYS SHALL BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION. DRIVEWAY PATCHES WILL NOT BE ACCEPTED. DRIVEWAYS DAMAGED DURING CONSTRUCTION WILL REQUIRE COMPLETE REMOVAL AND REPLACEMENT TO THE R/W LINE.
- CONTRACTOR SHALL RESTORE ALL EXISTING CONCRETE (SIDEWALKS, CURBS, GUTTERS, DRIVEWAYS) IMPACTED AS PART OF THE DRAINAGE INSTALLATION WORK. CURBS AND SIDEWALKS SHALL BE RESTORED TO THE NEAREST CONTROL JOINT.

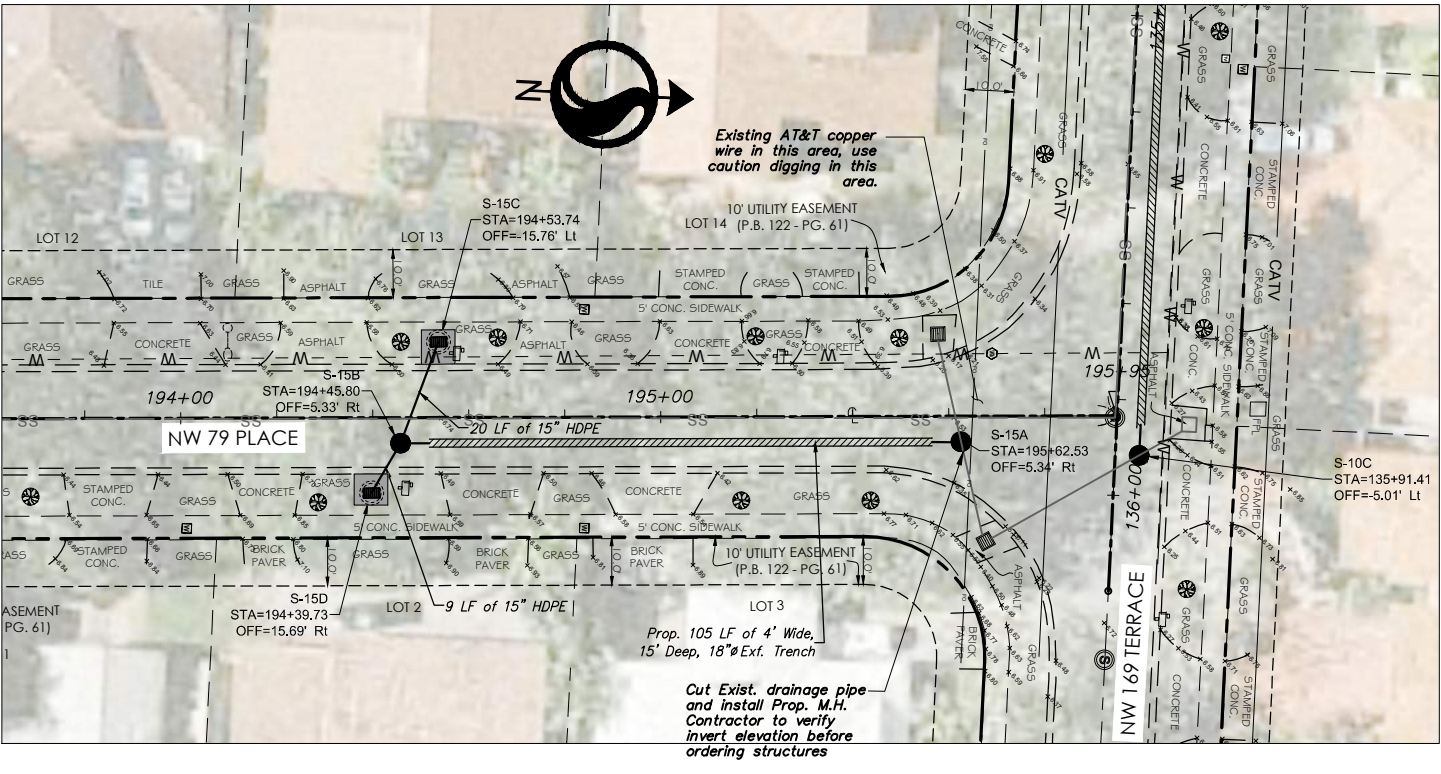
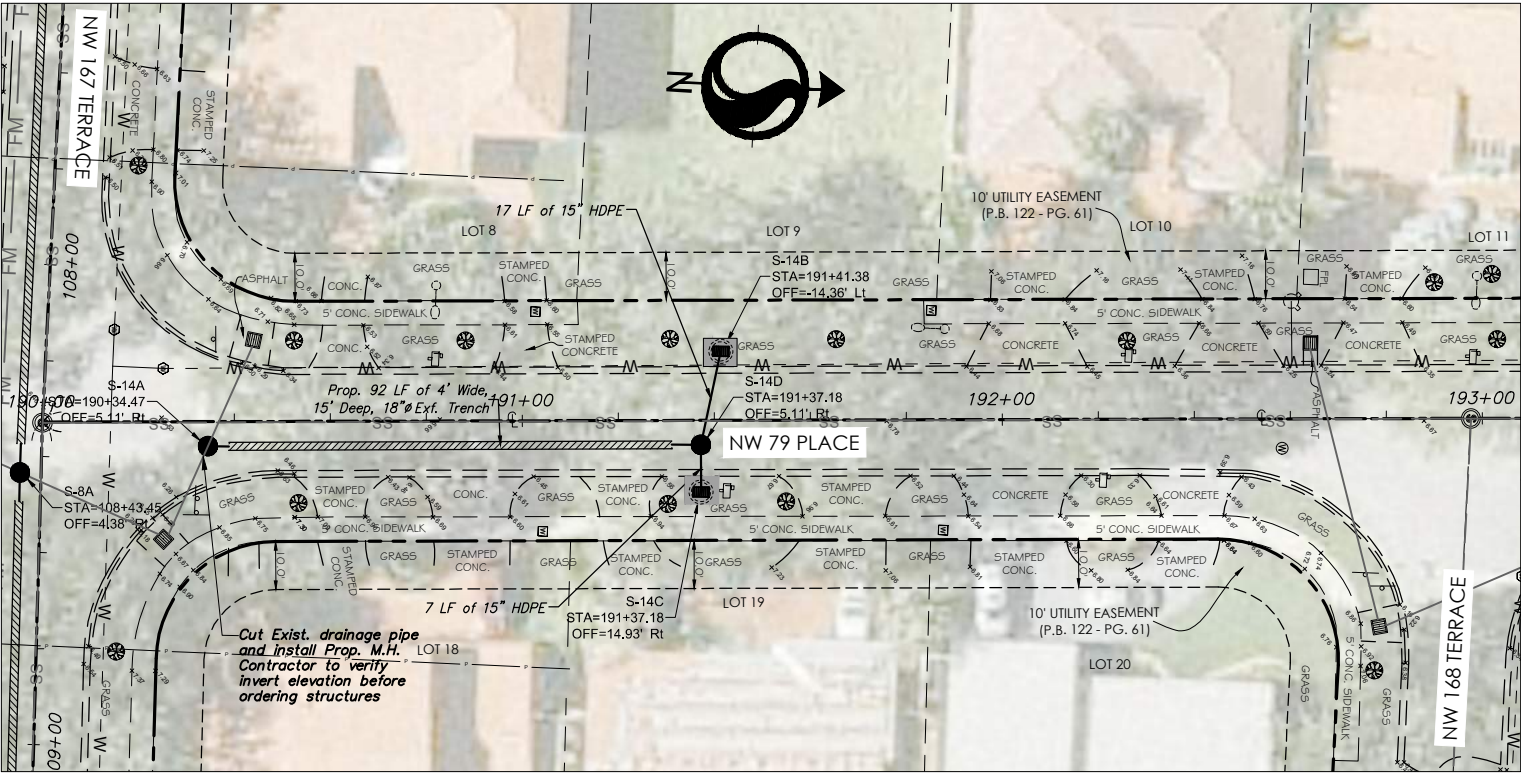
CARLOS MANUEL HERDOCIA
LICENSE
12/18/2013
No. 47660
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Stantec
901 Ponce de Leon Blvd. Suite 900
Coral Gables, Florida 33134
www.stantec.com

TOWN OF MIAMI LAKES
ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS
MIAMI-DADE COUNTY

AREA 2 - DRAINAGE PLAN

Project No. 215611994	Scale 1" = 20' (REDUCED 1" = 40')
Drawing No.	Sheet C13 of 17
	Revision



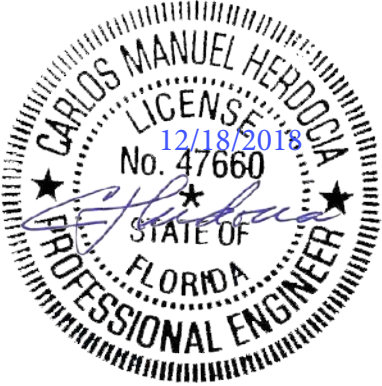
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LEGEND

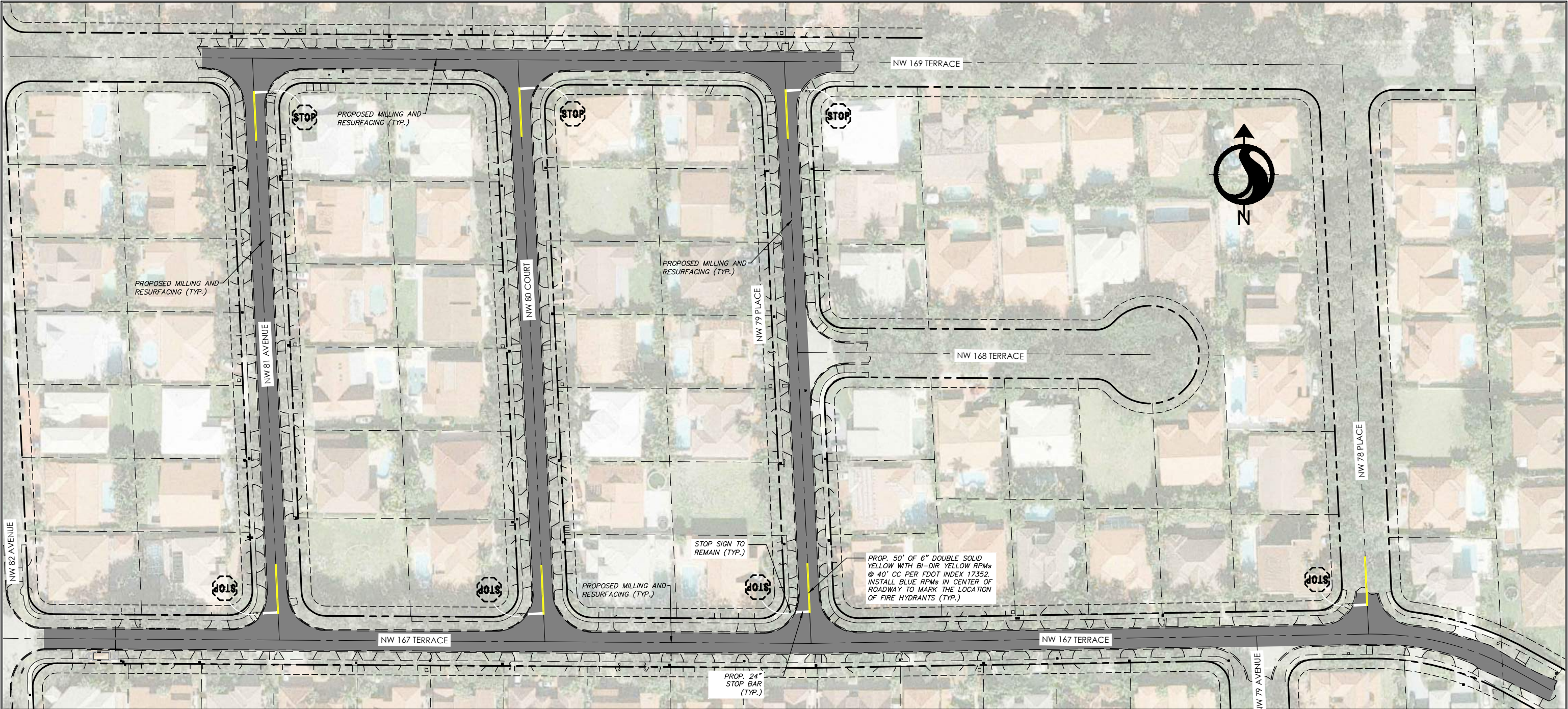
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- = PALM TREE
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Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify the Town of Miami Lakes and Sunshine State One Call of Florida, Inc. @ 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to Stantec prior to excavating.

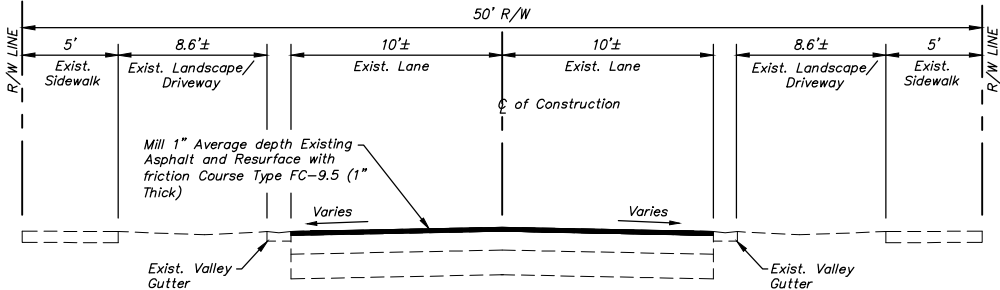


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2018/12/17 12:51 PM By: Fehrenbach, Robert

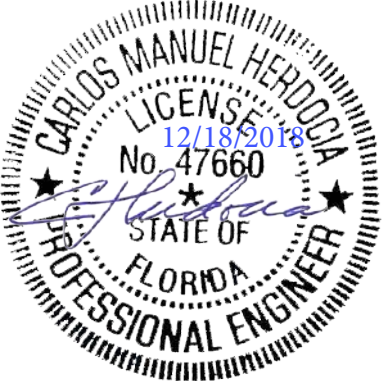
<div>Revision</div> <div>By</div> <div>Appd.</div> <div>YY.MM.DD</div>			<div>Issued</div> <div>By</div> <div>Appd.</div> <div>YY.MM.DD</div>			<div>Seal</div> <div>CARLOS M. HERDOCIA, P.E. REGISTERED ENGINEER NO. 47660 STATE OF FLORIDA</div>	<div>Consultants</div>	<div></div> <div>901 Ponce de Leon Blvd, Suite 900 Coral Gables, Florida 33134 www.stantec.com</div> <div>The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.</div>	<div>TOWN OF MIAMI LAKES</div> <div>ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS</div> <div>MIAMI-DADE COUNTY</div> <div>File Name: <div>RM CMH CMH 2018/12/17 Dwn. Chkd. Dsgn. YY.MM.DD</div></div>	<div>AREA 2 - DRAINAGE PLAN</div> <div>Project No. 215611994</div> <div>Drawing No.</div> <div>Scale 1" = 20' (REDUCED 1" = 40')</div> <div>Sheet C14 of 17</div> <div>Revision</div>
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NOTE: CONTRACTOR SHALL COMPACT TEMPORARY BASE AND PLACE TEMPORARY HOT ASPHALT OVER NEW DRAINAGE INSTALLATIONS SO THAT SECTIONS OF ROAD ARE LEFT UNPAVED FOR A MAXIMUM OF 72 HOURS. DUST FREE SURFACE SHALL BE MAINTAINED THROUGHOUT THE PROJECT DURATION. EXPOSED ROCK ROAD IS NOT AN ACCEPTABLE TEMPORARY DRIVING SURFACE.

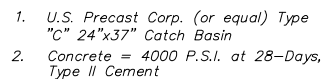


TYPICAL SECTION

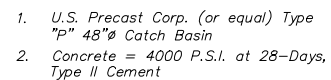


AREA #2

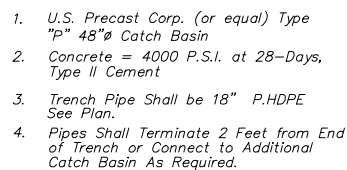
								<div>Seal</div>				<div>Consultants</div>				<div><div><div><div></div></div><div>Stantec</div><div>901 Ponce de Leon Blvd, Suite 900 Coral Gables, Florida 33134 www.stantec.com</div></div><div><div>The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.</div></div></div>				<div><div>TOWN OF MIAMI LAKES</div><div>ROYAL OAKS DRAINAGE & ROADWAY IMPROVEMENTS</div><div>MIAMI-DADE COUNTY</div></div> <div><div>File Name:</div><div><div>RM</div><div>CMH</div><div>CMH</div><div>2018/12/17</div></div><div><div>Dwn.</div><div>Chkd.</div><div>Dsgn.</div><div>YY.MM.DD</div></div></div>				<div><div>AREA 2 - RESURFACING</div><div><div>Project No.</div><div>215611994</div></div><div><div>Drawing No.</div><div>Sheet</div><div>C15 of 17</div><div>Revision</div></div><div><div>Scale</div><div>1" = 10'</div><div>(REDUCED 1" = 20')</div></div></div>			
<div><div>Revision</div><div>By</div><div>Appd.</div><div>YY.MM.DD</div></div>				<div><div>Issued</div><div>By</div><div>Appd.</div><div>YY.MM.DD</div></div>				<div><div>CARLOS M. HERDOCIA, P.E.</div><div>REGISTERED ENGINEER NO. 47660</div><div>STATE OF FLORIDA</div></div>																			



N.T.S.



N.T.S.



N.T.S.

C16 of 17

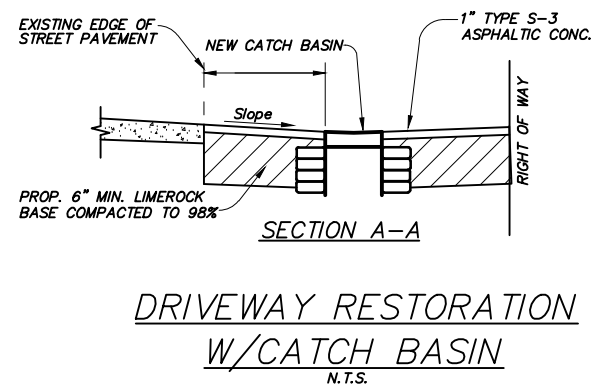
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Exhibit “C”
Contractor’s Proposal



Company Profile and Declaration

Solicitation Name: Royal Oaks Drainage and Roadway Imp. Phase I

Solicitation Number: 2019-19

Submitted By: RG Underground Engineering, Inc

(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

Ricardo Gonzalez/President

(Name and Title of Officer Signing the Submittal for the Respondent)

(Contact Name, if different from Officer)

14375 SW 120 St Unit 104

(Street Address)

Miami, FL 33186

(City/State/Zip Code)

rgunderground@att.net

(Email Address)

305-386-6293

(Phone Number)

Declaration

I, Ricardo Gonzalez hereby declare that I am the

Print Name

President

Title

of RG Underground Eng., Inc

Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. 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;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami Dade County, State of FL on
2019.

Signature

Ricardo Gonzalez

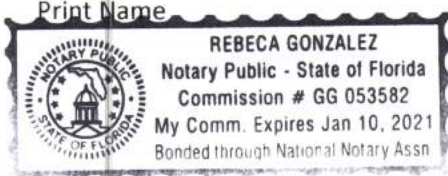
Print Name

Subscribed and sworn to before me this 12 day of March, 2019.

Signature

Rebeca Gonzalez

Print Name



(Notary Seal/Stamp)



Company Qualification Questionnaire

Part 1 - Qualifications

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 six (6) pages.

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

9

- a. Professional Licenses/Certifications (include name and license #)*

Issuance Date

Utility & Excavation (CUC1224867)

2010

Building Contractor (CBC1261668)

2017

(*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:

26-4747215

- b. Dept. of Business Professional Regulation Category (DBPR):

business cons

- i. Date Licensed by DBPR:

7/30/2010

- ii. License Number:

CUC1224867

- c. Date registered to conduct business in the State of Florida:

4/23/2009

- i. Date filed:

4/24/2009

- ii. Document Number:

P09000036908

- d. Primary Office Location:

14375 SW 120 St Unit 104 Miami

- e. What is your primary business?

Construction

(This answer should be specific)



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

Ricardo Gonzalez CUC1224867 & CBC1261668

President

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

Ricardo Gonzalez

President

100%

b. Is any owner identified above have an ownership interest in another company?

☐ Yes ☒ No



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

N/A

- c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	---

Ricardo Gonzalez	President	All
------------------	-----------	-----

4. Employee Information

- a. Total No. of Employees: 10
- b. Total No. of Managerial/Admin. Employees: 2/1
- c. Total No. of Trades Employees by Trade (Ex. 20 Electricians; 5 Laborers; 2 Mechanics, etc.):

Labores - 4

Operators - 4

Pipelayers - 2

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided services and provide contact information for the project owner (use additional pages/attachments if necessary)

1-Drainage Improv. (20160325) - Mercedes Barreras

MDPWD - 305-375-1733



2-Drainage Improv. (20160222) - Alfonso Duarte

MDPWD - 305-375-4684

3-Drainage Improv. (20140121) - Mercedes Barreras

6. Insurance & Bond Information:

a. Insurance Carrier name & address:

Brown & Brown of Florida

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

Yamile Corral 305-714-4521 ycorral@bbmia.com

c. Insurance Experience Modification Rating (EMR): .84
(if no EMR rating please explain in attachment)

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

e. Bond Carrier name & address:

Brown & Brown of Florida

f. Bond Carrier Contact Name, telephone, & email:

Ramom Rodriguez 305-714-4400 rrodriguez@bbmia.com

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

7. 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.

8. 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.



9. 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.

10. 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.

11. Has the Proposer/Bidder or any of its principals failed to qualify as a responsible proposer/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.

12. Has the proposer 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.

13. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Work to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

RG Underground has successfully completed Projects like
sewer Pumps Stations, water transmission, wastewater
collection systems, stormwater drainage, land developme
utility rehabilitation, disaster clean up, and Canal
Embarkment Construction.



Company Qualification Questionnaire Part 2 - Safety Qualifications

Solicitation Number: 2019-19Project Name: Royal Oaks Drainage and Roadway Impro

Please provide the following information concerning your company's safety performance and record.

Company's Name: RG Underground Eng., IncAddress: 14375 SW 120 St Unit 104 Miami, FL 33186Phone No.: 305-386-6293Email Address: rgunderground@att.netWeb Page (if existing): -Name of company representative completing this form: Ricardo GonzalezTitle of company representative completing this form: PresidentDate questionnaire completed: 3.8.2019Previous calendar year total employee hours worked: 1920**Previous calendar year OSHA 300 logs:**

- Attach latest updated annual recordable injury/illness OSHA 300 log
- Attach OSHA 300 log from the previous three (3) calendar years.

*(See attached ment)***Previous calendar year OSHA Lost Work Day Incident Rate:** = 0

Lost Work Day Incident Rate = Total number of recordable injuries or illnesses with days away from work x 200,000 divided by the total number of hours worked by all employees.

Previous Calendar Year OSHA Recordable Incident Rate: = 0

Recordable Incident Rate = Total number of OSHA recordable injuries and illnesses x 200,000 divided by the total number of hours worked by all employees.

Previous Calendar Year Severity Rate: = 0

Severity Rate = Total number of lost work days x 200,000 divided by the total number of hours worked by all employees.

EMR: Experience Modification Rate: List your company's EMR for the last three (3) years and attach documentation from your insurance company on their letterhead with their representative's signature and title. If your company does not have an EMR enter "N/A". *(See attached letter)*

Year	EMR
<u>16/17</u>	<u>.84</u>



17/18 .85
18/19 .84

Citations: Has your company received any citations in the past three (3) years from any government agency? ☐ yes ☒ no If yes, include copy of citation(s) and abatement action(s).

Safety Program: Does your company have a written Safety and/or Health Program, including a mission statement, policies, and procedures

☒ yes ☐ no If yes, check the following that your safety program includes:

Accident Reduction Program X
Safety Committee _____
Asbestos Abatement Program _____
Drug Free/Substance Abuse Program _____

If checked, attach a brief description of the Program (not to exceed ½ page per Program)

Please check the following that your training program includes:

Asbestos abatement	<input type="checkbox"/>	Hot Work	<input type="checkbox"/>
Asbestos awareness	<input type="checkbox"/>	Injury/Illness Record Keeping	<input type="checkbox"/>
Asbestos training	<input type="checkbox"/>	Lockout/Tagout	<input type="checkbox"/>
Company safety policy	<input checked="" type="checkbox"/>	New Hire Orientation	<input type="checkbox"/>
Company safety rules	<input checked="" type="checkbox"/>	OSHA 10-hour certification	<input checked="" type="checkbox"/>
Confined spaces	<input checked="" type="checkbox"/>	OSHA 30-hour certification	<input type="checkbox"/>
CPR/First aid training	<input checked="" type="checkbox"/>	Pre-job safety inspection	<input checked="" type="checkbox"/>
Electrical safety	<input type="checkbox"/>	Respiratory protection	<input checked="" type="checkbox"/>
Fall Protection	<input type="checkbox"/>	Scaffold training	<input type="checkbox"/>
Fire Prevention	<input type="checkbox"/>		

Is your Project Manager certified in accredited "OSHA 10-hour or "30-hour construction industry federal course: ☒ yes ☐ no If yes, which course: 10 Hours

Is your Project Manager certified in CPR/First Aid? ☒ yes ☐ no



Is your Construction Superintendent certified in accredited "OHS 10-hour or "30-hour construction industry federal course: ☒ yes ☐ no If yes, which course: 10 hours

Is your Construction Superintendent certified in CPR/First Aid? ☒ yes ☐ no

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

By: [Signature]
Signature of Authorized Officer

3.8.19
Date

Ricardo Gonzalez
Printed Name



Company Qualification Questionnaire
Part 3 – Team Member Table

This form is to identify the Key member of the Project Team, which includes the Project Manager, Construction Manager, Estimator, and similar staff. Additional Key Staff are to be added as applicable. Only employees of the Proposer are to be listed on this form.

Name of Person	Title	% of Time Devoted to Project	Years in Industry	Years with Proposer	Years in Position with Proposer	Licenses & Certifications (name)
Urbano Leon	Project Manager	100%	21	10	10	
Ricardo Gonzalez	Construction Superintendent	100%	16	10	10	utility & excav.
Otmara Leon	Estimator	100%	21	10	10	Pipeline Eng.

Accident Reduction Program:

Specific safety information and instruction on performing safe procedures and practices. Employees must meet established criteria to successfully complete the course. Personal Protective Equipment (PPE). Workers needing to wear personal protective equipment (PPE) and persons working in high risk situations will need special training. On-the-Job Training (OJT). OJT training relates principles and theories to work skills that are then taught and applied in the work environment.

RG Underground will promote safe construction practices by providing:

1. A safe working area.
2. Safe equipment and tools.
3. Safety guidelines and procedures on ways to work safely.
4. Personal protective equipment (PPE) as needed.
5. Strict enforcement of this plan, which we consider to be in the best interest of all concerned. Disregard or violation of these procedures will be considered justification for prompt corrective actions up to and including immediate termination of employment.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 16

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment 1600 N. 1st St. DC
City Washington State DC

Identify the person

(A) Case no. _____
(B) Employee's name _____
(C) Job title (e.g., IT clerk) _____
(D) Date of injury or onset of illness _____
(E) Where the event occurred (e.g., Looking back north end) _____
(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Severed finger from right forearm from machine tool) _____

Describe the case

Classify the case
CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Remained at Work

Days away from work (H) ☐ Job transfer or restriction (I) ☐ Other recordable cases (J) ☐

Away from work (K) ☐ On job transfer or restriction (L) ☐

Check the "injury" column or choose one type of illness:

(M) Injury (1) (2) (3) (4) (5) (6)

Illnesses: Hearing loss, Skin disorder, Respiratory condition, Poisoning, All other illnesses

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3614, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.



Brown & Brown of Florida, Inc.
Miami Division
14900 NW 79th Court, Suite 200
Miami Lakes, FL 33016-5869
(305) 364-7800
Fax (305) 714-4401

March 8, 2019

RG Underground Engineering,
Inc.
14375 SW 120 St Unit 104
Miami, FL 33186

Re: Workers Compensation EMR

To whom it may concern:

Following is the updated EMR information for the above mention as per the National Council on Compensation Insurance Inc. (NCCI):

2016-2017 .84
2017-2017 .85
2018-2019 .84

Thank you for allowing us to continue to assist you with your insurance needs. Should you have any questions regarding this communication please contact our office.

Sincerely,

Brown & Brown of Florida, Inc.

Ramon Rodriguez

Ramon Rodriguez
Senior Vice President



Experience of Proposer Questionnaire

On the follow pages, the Proposer shall provide the information indicated for three (3), but no more than five (5) separate and verifiable project references, from organizations other than the Town of Miami Lakes, demonstrating the successful completion of at least three (3) roadway improvement projects which included drainage improvements within the last five (5) years, where the value of each project exceeded \$750,000 to meet the minimum requirements of this solicitation. The same reference may not be listed for more than one (1) organization and confidential references shall not be included.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Entities having an affiliation with the Proposer (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.

The Procurement Department will attempt to contact the references provided by the Proposer to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be at least three (3), but no more than five (5). References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Department will attempt to contact each reference by telephone no less than two times. References will be given seven (7) business days to confirm Proposer's performance in order to be considered a "verified reference." In the event the contact person indicated cannot be reached following four attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this RFP. It is the Proposer's responsibility to provide complete and accurate information for each reference, the Procurement Department **will not** correct incorrectly supplied information. No claim of lack of information or error will relieve Proposer of this responsibility.

Procurement reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Proposer is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time.



Vendor Reference Form

Reference #1 (required)

Proposer's Name: RG Underground Engineering, Inc

Reference's Name: MD Public Works Department - Project 20160325

Address: 111 NW 1st Street 14th floor Miami, FL 33128

Primary Contact Person: Mercedes Barreras

Alternate Contact Person: Fred Diaz

Primary Phone Number: 786-222-9912 Alternate Phone Number: 305-375-1733

Contract Performance Period: 330 days

Project Value: \$ 1,395,600.00

Location of Services: Multiples Sites

Brief description of the services performed for this reference:

Installation of 81 drainage structures, 4310 LF of 18" French drain
and miscellaneous drainage improvements, grading, sodding,
and miscellaneous roadway restoration including construction
of concrete curb & gutters, and sidewalks according to the Plans.

FOR OFFICIAL USE ONLY

☐ Attempt 1

Time and Date

☐

Message Left

☐

Verified

☐ Attempt 2

Time and Date

☐

Message Left

☐

Verified

☐ Attempt 3

Time and Date

☐

Message Left

☐

Verified



Vendor Reference Form

Reference #3 (required)

Proposer's Name: RG Underground Engineering, Inc

Reference's Name: MD Public Works Dep. - Project 20140121

Address: 111 NW 1st St 14th Floor Miami, FL 33128

Primary Contact Person: Mercedes Barreras

Alternate Contact Person: Leo Salgueiro

Primary Phone Number: 786-222-9912 Alternate Phone Number: 305-375-1202

Contract Performance Period: 270 days

Project Value: \$ 899,810.00

Location of Services: Various Locations

Brief description of the services performed for this reference:

Installation of 52 Drainage Structures, 3,210 LF of 18" french
drain, and misc. drainage improvement, grading, sodding,
and misc. roadway restoration including construction of concrete
curb & gutters, sidewalks and driveways according to the Plans.

FOR OFFICIAL USE ONLY

☐ Attempt 1

Time and Date

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Message Left

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Verified

☐ Attempt 2

Time and Date

☐
Message Left

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Verified

☐ Attempt 3

Time and Date

☐
Message Left

☐
Verified



Vendor Reference Form

Reference #4 (optional)

Proposer's Name: RG Underground Engineering, Inc

Reference's Name: MD Public Works Dep. - Project 20130282

Address: 111 NW 1st St 14th Floor Miami, FL 33128

Primary Contact Person: Mercedes Barreras

Alternate Contact Person: Fred Diaz

Primary Phone Number: 786-222-9912 Alternate Phone Number: 305-375-1733

Contract Performance Period: 270 days

Project Value: \$ 828,187.00

Location of Services: Various Locations

Brief description of the services performed for this reference:

Installation of 45 Drainage Structures, 2,950 LF of 18" french
drain, and misc. drainage improvement, grading, sodding,
and misc. roadway restoration including construction of concrete
curb & gutters, sidewalks and driveways according to the Plans.

FOR OFFICIAL USE ONLY

☐ Attempt 1

Time and Date

☐

Message Left

☐

Verified

☐ Attempt 2

Time and Date

☐

Message Left

☐

Verified

☐ Attempt 3

Time and Date

☐

Message Left

☐

Verified



**Construction Project Staff Experience
Questionnaire**

A. Project Manager

1. Name of Project Manager: Urbano Leon

a. Attach Project Manager's resume.

b. Employed by the Company: 9 years

c. Present position/job function: Project manager

d. Years in present position/job function: 9 years

e. Prior position with company (if applicable) N/A

f. Years in prior position/job function: N/A years

g. The Project Manager named above was assigned to the following comparable projects:

	<u>Project Name</u>	<u>Construction Cost</u>
i.	<u>Drainage Improv. (20160325)</u>	<u>\$1,395,600.00</u>
ii.	<u>Drainage Improv. (20160222)</u>	<u>\$ 1,132,605.00</u>
iii.	<u>Drainage Improv. (20140121)</u>	<u>\$ 899,810.00</u>

h. The Project Manager named above worked on the following projects for which Project Data Sheets are submitted: (Note: If the designated Project Manager did not work in this capacity on at least two (2) comparable projects for which Project Data Sheets were submitted, provide a Project Data Sheet for two (2) of the projects listed A.1.g above.)

i. Drainage Improv. (20160325) \$1,395,600.00

ii. Drainage Improv. (20160222) \$ 1,132,605.00

iii. (See Projects Data Sheets)

B. Construction Superintendent

1. Name of Construction Superintendent to be committed to this Project and continuously retained throughout this Project: Ricardo Gonzalez

a. Attach Construction Superintendent's resume.



- b. Employed by the Company: 9 years
- c. Present position/job function: 9
- d. Years in present position/job function: 9 years
- e. Prior position with company (if applicable) N/A
- f. Years in prior position/job function: N/A years

- g. The Construction Superintendent named above was assigned to the following comparable projects:

	<u>Project Name</u>	<u>Construction Cost</u>
i.	Drainage Improv. (20160325)	\$1,395,600.00
ii.	Drainage Improv. (20160222)	\$ 1,132,605.00
iii.	Drainage Improv. (20140121)	\$ 899,810.00

- h. The Construction Superintendent named above worked on the following projects for which Project Data Sheets are submitted: (Note: If the designated Construction Superintendent did not work in this capacity on at least two (2) comparable projects for which Project Data Sheets were submitted, provide a Project Data Sheet for two (2) of the projects listed A.1.g above.

i.	Drainage Improv. (20160222)	\$ 1,132,605.00
ii.	Drainage Improv. (20160222)	\$ 1,132,605.00
iii.	(See Projects Data Sheets)	

3. Team Members:

Complete Form CQQ, Part 3, Team Member Table, with respect to all employees or members of your company that will be assigned to this Project, their planned responsibilities on the Project, the anticipated percentage of time each will devote to the Project, the person's years of experience in the industry and education experience.

Urbano Leon

14375 SW 120 St Unit 104 • Miami, FL 33186 • (305) 386-6293 • rgunderground@att.net

CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with a 20-year record of success overseeing all phases of million-dollar construction environmental projects for government and private-sector clients. Experience includes managing crews of up to 15 in roadway improvements, Waterworks a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- Water Mains & Force Mains
- Drainage Improvement Projects
- Lift Station Improvements
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

Daca Environmental (Miami, FL) — Foreman, Project Manager, Estimator 1997 to 1999

Managed 3 to 5 man crew on various water, sewer, and lift station projects for two years.

LEON'S ENGINEERING CORP. (Miami, FL) — Construction Project Manager/Superintendent, 1999 to 2010

Lead infrastructure Drainage improvements project, Installation of Water Mains & Force Mains and Lift Stations on south Florida roadways.

RG UNDERGROUND ENGINEERING INC. (Miami, FL) — Construction Project Manager, 2010 to Present

Provided site supervision on a diverse range of construction and roadway projects.

Project Descriptions

Drainage Improvement Projects (1999 to Present) • Budgets: 5M to 10M

Repaired highly traveled, weather-damaged roadways and throughout the Southeast, completing all projects on or under budget and before the time of completion.

Waterlines, Sewer and lift station Projects (1997 to Present) • Budgets: \$1M to \$3M

Served as project/site manager and Foreman on various of million-dollar projects that included excavations of contaminated soil, public lands restoration, Waterline and sewer in government funded projects.

Canal Embankment Projects (2003 to 2012) • Budgets: \$600,000.00

Led all phases of complex Canal improvement job.

Education & Certifications

Mechanical Engineer (Havana, Cuba) — 1981-1986

Ricardo Gonzalez

14375 SW 120 St #104 • Miami, FL 33186 • (305) 386-6293 • RGunderground@att.net

CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with a 8-year record of success overseeing all phases of million-dollar construction environmental projects for government and private-sector clients. Experience includes managing crews of up to 15 in roadway improvements, Waterworks a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- QuickBooks Skills
- Florida State Underground Utilities & Excavation License and Building Contractor License
- Site Safety/OSHA Compliance
- Change Order Management
- Budgeting & Cost Controls
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

LEON'S ENGINEERING CORP. Miami, FL) — Construction Project Manager, 3/09 to Present

Lead infrastructure Drainage improvements project on south Florida roadways. Consistently exceeded margin goals and client expectations.

LEON'S ENGINEERING CORP (Miami, FL) — Foreman, 2/03 to 2/08

Managed 3 to 5 man crew on various drainage, water, sewer, and lift station projects for five years.

RG UNDERGROUND ENGINEERING INC. (Miami, FL) — Site Supervisor / President, 1/09 to Present

Provided site supervision on a diverse range of construction and roadway projects. Managing Corporate transaction and accounting.

Project Descriptions

Drainage Improvement Projects (2003 to Present) • Budgets: 5M to 10M

Repaired highly traveled, weather-damaged roadways and throughout the Southeast, completing all projects on or under budget and before the time of completion.

Waterlines, Sewer and lift station Projects (2003 to Present) • Budgets: \$1M to \$3M

Served as project/site Superintendent, manager and Foreman on various of million-dollar projects that included excavations of contaminated soil, public lands restoration, Waterline and sewer in government funded projects.

Canal Embankment Projects (2006 to 2012) • Budgets: \$600,000.00

Led all phases of complex Canal improvement job.

Education & Certifications

MIAMI-DADE COLLEGE (Miami, FL) — 2 year of credits,

Florida State Underground Utilities and Excavation License- 2010

Florida State Building Contractor License - 2017

Project Data Sheet

(A separate data sheet is to be used for each project)

1. Name of contractor: RG Underground Engineering, INC
2. Project Name: Drainage Improvements by M. Fitts (20160325)
3. Project Location: Various locations
4. Project Title: _____
5. Project Number, if applicable: 20160325
6. Type of Construction: Drainage
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
7. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): 81 Drainage Struct. & 4310 LF of 18" FD
8. Scope of Work: Installation of 81 Drainage Struct., 4310 LF of 18" FD and miscellaneous drainage improvements, grading, soaking, and misc. roadway restorations.
9. Business name that was the Prime Contractor for this project: RG Underground Eng. INC
10. How is this project similar to the Town's project? This Project has equal scope work, only is different the quantity of LF of FD and the drainage structures.
11. Cost of the work performed by the contractor at time of bid: \$ 922,500.00
12. Cost of work performed by the contractor at completion: \$ 728,967.95
13. LEED Certification
 - a. Was this a LEED Certified Project: Yes _____ No ☒
 - b. Minimum LEED Certification required: _____
 - c. LEED Certification obtained: _____
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
 - a. Errors or omissions: _____ % \$ _____
 - b. Unforeseen/Hidden conditions: _____ % \$ _____
 - c. Owner generated changes: _____ % \$ _____
 - d. Regulatory agency changes: _____ % \$ _____
 - e. Contractor recommended changes: _____ % \$ _____
 - f. Other: _____ % \$ _____

Explain other: _____

15. How many RFIs did your company submit with respect to the plans and specifications for the project? 1
16. What was the primary reasons for the RFIs: Conflict with utility and we can't install the french drain on the side required by Plans.

17. What year did the project start construction? 2017

18. What year did the project complete construction? 2018

19. Project Timeframe for completion (number of calendar days): 330 days.

- a. _____ Project timeframe for subcontract work at start of the project based on the baseline Project Schedule
- b. _____ Formally adjusted completion timeframe for subcontract work based on change orders (if none state N/A)
- c. _____ Timeframe for subcontract work not covered under approved change orders (if none state N/A)
- d. _____ Actual time between issuance of Notice to Proceed and date of completion of the Subcontract work.
- e. _____ Actual time between date for completion of the Subcontract work and actual completion of the Subcontract work
- f. _____ Total number of days between original contract timeframe for completion of the Subcontract work and actual completion of the Subcontract work

20. If completion did not occur within the contract time established for the subcontract work or within the formally adjusted time (as identified in item 17c above, explain the reason(s) for the delay:

21. Total number of task on the punch list? 10

22. If punch list items were not completed/performed explain the reason(s):

23. Name of the contractors Qualifier:

Ricardo Gonzalez

24. Name of the contractors Construction manager :

Urbano Leon.

25. Total amount of the work self-performed: 100 % \$ _____

26. Were sub-tier contractor used? Yes: _____ No: ☒

a. If yes, specify the trade & tier, percentage, and value (add additional pages if necessary)

_____ % \$ _____
_____ % \$ _____

_____ % \$ _____
 _____ % \$ _____

27. Did subcontractor or its sub-tier contractors file any Claims* or Dispute filed on the project? n/a.

yes _____ no _____

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

28. If a Claim(s) was filed on the project, provide the following details for each Claim*:

- a. Dollar amount for Initial Claim: _____
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) _____
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____
- d. Final amount of Claim settlement: _____

29. If a formal Dispute(s) was filed on the project by the subcontractor or its sub-tier contractors, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

30. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

_____ yes _____ ☒ no

If yes, explain what work was not performed/completed and reasons why:

31. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

_____ yes _____ no n/a.

32. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

33. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

Project Owner's Name: MD Public Works Dep.

Is the Project Owner a public entity? ☒ yes ☐ no

Contact Name for Project Owner: Mercede Barreras

Contact Name's Title: Construction Manager

Project Owner's Address: 111 NW 1st St 14th Floor Miami

Project Owner's City, State, and Zip Code: Miami, FL 33128

Contact Name's Telephone Number: (786) 222-9912

Contact Name's Email Address: mercedes.barreras@miamidade.gov

Architect/Engineer of Record: _____

Architect/Engineer of Record Contact Name: _____

Architect/Engineer of Record Contact Name's Telephone No. _____

Architect/Engineer of Record Contact Name Email Address: _____

Project Data Sheet

(A separate data sheet is to be used for each project)

1. Name of contractor: RG Underground Engineering, Inc
2. Project Name: Drainage Improvements for H. Lile
3. Project Location: Various locations
4. Project Title: _____
5. Project Number, if applicable: 20160222
6. Type of Construction: Drainage
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
7. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): 41 Drainage Struct. & 905 LF 18" FD, 225 LF of 24" FD.
8. Scope of Work: Installation of 41 Drainage Struct; 905 LF of 18" FD, and 2,250 LF of 24" FD, and miscellaneous drainage improv, grading, bedding and misc. roadway relocation.
9. Business name that was the Prime Contractor for this project: RG Underground Eng INC.
10. How is this project similar to the Town's project? This Project has equal scope of work, only is different the quantity of LF of FD and the drainage structure
11. Cost of the work performed by the contractor at time of bid: \$ 240,086.13.
12. Cost of work performed by the contractor at completion: \$ 581,354.74
13. LEED Certification
 - a. Was this a LEED Certified Project: Yes _____ No ☒
 - b. Minimum LEED Certification required: _____
 - c. LEED Certification obtained: _____
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
 - a. Errors or omissions: _____ % \$ _____
 - b. Unforeseen/Hidden conditions: _____ % \$ _____
 - c. Owner generated changes: _____ % \$ _____
 - d. Regulatory agency changes: _____ % \$ _____
 - e. Contractor recommended changes: _____ % \$ _____
 - f. Other: _____ % \$ _____

Explain other: _____

15. How many RFIs did your company submit with respect to the plans and specifications for the project? _____

16. What was the primary reasons for the RFIs: _____

17. What year did the project start construction? 2017

18. What year did the project complete construction? 2017.

19. Project Timeframe for completion (number of calendar days): 365 days.

- a. _____ Project timeframe for subcontract work at start of the project based on the baseline Project Schedule
- b. _____ Formally adjusted completion timeframe for subcontract work based on change orders (if none state N/A)
- c. _____ Timeframe for subcontract work not covered under approved change orders (if none state N/A)
- d. _____ Actual time between issuance of Notice to Proceed and date of completion of the Subcontract work.
- e. _____ Actual time between date for completion of the Subcontract work and actual completion of the Subcontract work
- f. _____ Total number of days between original contract timeframe for completion of the Subcontract work and actual completion of the Subcontract work

20. If completion did not occur within the contract time established for the subcontract work or within the formally adjusted time (as identified in item 17c above, explain the reason(s) for the delay:

21. Total number of task on the punch list? 12

22. If punch list items were not completed/performed explain the reason(s):

23. Name of the contractors Qualifier:

Ricardo Gonzalez

24. Name of the contractors Construction manager :

Urbano Lemos

25. Total amount of the work self-performed: 100 % \$ _____

26. Were sub-tier contractor used? Yes: _____ No: ☒

a. If yes, specify the trade & tier, percentage, and value (add additional pages if necessary)

_____ % \$ _____
_____ % \$ _____

_____ % \$ _____
_____ % \$ _____

27. Did subcontractor or its sub-tier contractors file any Claims* or Dispute filed on the project? _____
yes _____ no ☒

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

28. If a Claim(s) was filed on the project, provide the following details for each Claim*:

- a. Dollar amount for Initial Claim: _____
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) _____
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____
- d. Final amount of Claim settlement: _____

29. If a formal Dispute(s) was filed on the project by the subcontractor or its sub-tier contractors, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

30. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

_____ yes _____ no ☒

If yes, explain what work was not performed/completed and reasons why:

31. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

_____ yes _____ no ☒

32. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

33. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

Project Owner's Name: MD Public works Dep.

Is the Project Owner a public entity? ✓ yes _____ no

Contact Name for Project Owner: Alfonso Dorte

Contact Name's Title: Road Construction Engineer.

Project Owner's Address: 111 NW 1st St 1st Floor

Project Owner's City, State, and Zip Code: Miami, FL 33128

Contact Name's Telephone Number: (305) 409-8224

Contact Name's Email Address: alfonso.dorte@miamidade.gov

Architect/Engineer of Record: _____

Architect/Engineer of Record Contact Name: _____

Architect/Engineer of Record Contact Name's Telephone No. _____

Architect/Engineer of Record Contact Name Email Address: _____



RG UNDERGROUND ENGINEERING, INC

6271 SW 139 AVE

MIAMI, FL 33183

PH: (305) 386-6293

Fax: (305) 386-5241

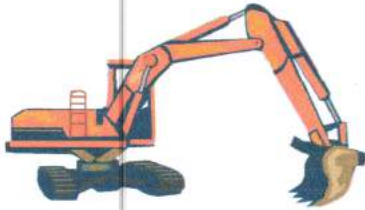
RGUNDERGROUND@ATT.NET

PROJECT APPROACH AND WORK PLAN

RG Underground Engineering Inc. plans to approach this project in a manner that will reduce the impact to the neighborhood and reduce project duration as much as possible. Our company has successfully completed similar projects and we know exactly what it takes to the job done. Based on our staff experience in these type of drainage improvement projects, there is very little we have not seen when it comes to installing drainage structures and French Drain inside already developed neighborhoods. It is RG's specialty, and it all starts with our staff. Our supervisors for this project will be Urbano Leon (Engineer) and Ricardo Gonzalez (CUC & CBC), together they have more than 20 years of experience in underground construction in south Florida. Mr. Leon would run the day to day basis out on the field and run the crews, while Mr. Gonzalez would do the forward planning, scheduling, payment requisitions, and be involve with the client first hand.

Our goal is to complete this project in 200 calendar days (total project duration) including punch list items and require paperwork. Construction will begin in SITE 1, mobilize and set up a staging area. We feel this is the least problematic area because it has a nearby grass area we could use in 162 ST for temporary staging. After set up, RG breaks ground and install drainage as per plan with 1 crew. Immediately after crew#1 finishes with installation they will continue to set up & mobilize to SITE 2. Simultaneously, RG will bring another crew#2 so they can finish up with any trench, restoration, concrete work, sodding, milling/overlay, and final clean up of SITE 1, all while crew#2 continues construction in site 2. Once the second crew finishes they will be sent to SITE 2 to assist with construction.

We design an specific sequence of construction for these 2 sites in order to reduce the impact to residents, you can see it in details in the project schedule provided. Sheet numbers in the task name.



RG UNDERGROUND ENGINEERING, INC

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MIAMI, FL 33183

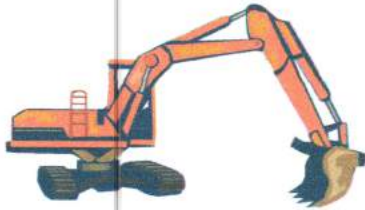
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Required Permit

Permit Required	Project Component	Permitting Entry
Miami Lakes public works	Work within right of way	



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Difficulties

There are 2 potential challenges in this project. The soil type and the sewer main running very close to the proposed 18" exfiltration trench. The soil type in this area is soft with sandy conditions, we will need to have a trench box on site in order to install the drainage and prevent the trench from caving in. At the same time, the contractor needs to be careful with the adjacent sewer line especially that the soil is sandy. The entire crew needs to be aware of this in order to prevent damages to the sewer.



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Value-added special services

RG has experience in most of the areas of the utility construction field, underground and under water construction. RG has successfully completed projects like sewer pump stations, water transmission, wastewater collection systems, stormwater drainage, land development, utility rehabilitation, disaster clean up, and Canal Embankment construction. We have specialized in drainage for the past 10 years working with Miami Dade County Public Works. We can easily say RG has performed over 50 drainage improvements projects all around South Florida and all of them with excellent scores. From small projects to big ones, there is very little our teams have not seen. We have worked in all soil conditions, from hard/stable rock to sugar sand soil. Our team knows how to prevent conflict by identifying potential problems and adjusting the construction methods before it is too late. We feel our experience is our greatest asset. RG also owns all of our equipment required to perform this work, which is normally bigger equipment than usual.



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b) Handling RFIs and Submittals

The protocol in RG to send RFIs is directly via email from the office or the superintendent of the job. The process starts with the foreman/project manager (Urbano Leon) discusses the concern or issues with superintendent, then RG sends out via email with RFI to the owner or consultant. Only after response is received, we take the necessary actions. We make sure that all questions or concerns get processed through "request for information", it is the only way to effectively manage and keep track of up to date information about the project.

For shop drawings submittals, RG first receives and inspect thoroughly the shop drawing from the supplier. If the given shop drawing is satisfactory to our project management team it would be stamped/dated "approved" by RG and then be sent out to Owner/EOR for review and approval. This is done for all materials and equipment to be furnished prior to any project construction activity.

- Attached are two examples of rfi in similar projects



Underground Engineering Inc.

REQUEST FOR INFORMATION#1

Project: Drainage Improvement #20160325
Date Submitted: 6/6/17
To : FRED DIAS, Project Manager
Reference: CONFLICT WITH UTILITY AT NW 22 AVE.

REQUEST: RG performed an exploratory digging on 6/6/17 and confirmed the utility that was marked. This is a communication cable about 2-3" and it is in the middle of the proposed French drain. This cable runs almost parallel to the proposed pipe which is why is impossible to install. The section in conflict is along 22 ave from 202 st to 201 st. Please advise how the EOR would like to proceed since we cannot install the French drain on the west side of the road due to the circumstances.

SUGGESTION: RG suggest to install the French drain on the east side of the road (22 ave).

Prepare/Authorized by
Ricardo Gonzalez, President

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	March					
								2/17	2/24	3/3	3/10	3/17	3/24
1		ROYAL OAKS DRAINAGE IMPROVEMENT	190 days	Mon 6/24/19	Fri 3/13/20								
2		NTP (TENTATIVE DATE)	1 day	Mon 6/24/19	Mon 6/24/19		3						
3		PRECONSTRUCTION MEETING	1 day	Tue 6/25/19	Tue 6/25/19	2	4						
4		SUBMIT SHOP DRAWINGS	10 days	Wed 6/26/19	Tue 7/9/19	3	6,7,9						
5		LONG LEAD MATERIALS	11 days	Wed 7/10/19	Wed 7/24/19	4	10						
6		UNDERGROUND LOCATES	5 days	Wed 7/10/19	Tue 7/16/19	4	9						
7		PROJECT LAYOUT	5 days	Wed 7/10/19	Tue 7/16/19	4	10						
8		SITE 1	91 days	Wed 7/17/19	Wed 11/20/19								
9		mobilization to site and pre	2 days	Wed 7/17/19	Thu 7/18/19	6	10						
10		SHEET C5-install all catch basins	3 days	Thu 7/25/19	Mon 7/29/19	9,5,7	11						
11		C5- install exfiltration trench	4 days	Tue 7/30/19	Fri 8/2/19	10	12						
12		C5- perform trench restoration	4 days	Mon 8/5/19	Thu 8/8/19	11	13						
13		C5- clean up	1 day	Fri 8/9/19	Fri 8/9/19	12	14						
14		SHEET C6- install all catch basins	3 days	Mon 8/12/19	Wed 8/14/19	13	15						
15		C6- install exfiltration trench	4 days	Thu 8/15/19	Tue 8/20/19	14	16						
16		C6- perform trench restoration	4 days	Wed 8/21/19	Mon 8/26/19	15	17						
17		C6- pour concrete on driveway	1 day	Tue 8/27/19	Tue 8/27/19	16	18						
18		C6- clean up	1 day	Wed 8/28/19	Wed 8/28/19	17	19						
19		SHEET C7- install all catch basins	3 days	Thu 8/29/19	Mon 9/2/19	18	20						
20		C7- install exfiltration trench	4 days	Tue 9/3/19	Fri 9/6/19	19	21						
21		C7- perform trench restoration	5 days	Mon 9/9/19	Fri 9/13/19	20	22						
22		C7- pour concrete on driveway	1 day	Mon 9/16/19	Mon 9/16/19	21	23						
23		C7- clean up	1 day	Tue 9/17/19	Tue 9/17/19	22	24						

Project: ROYAL OAKS DRAINAGE
Date: Tue 3/12/19

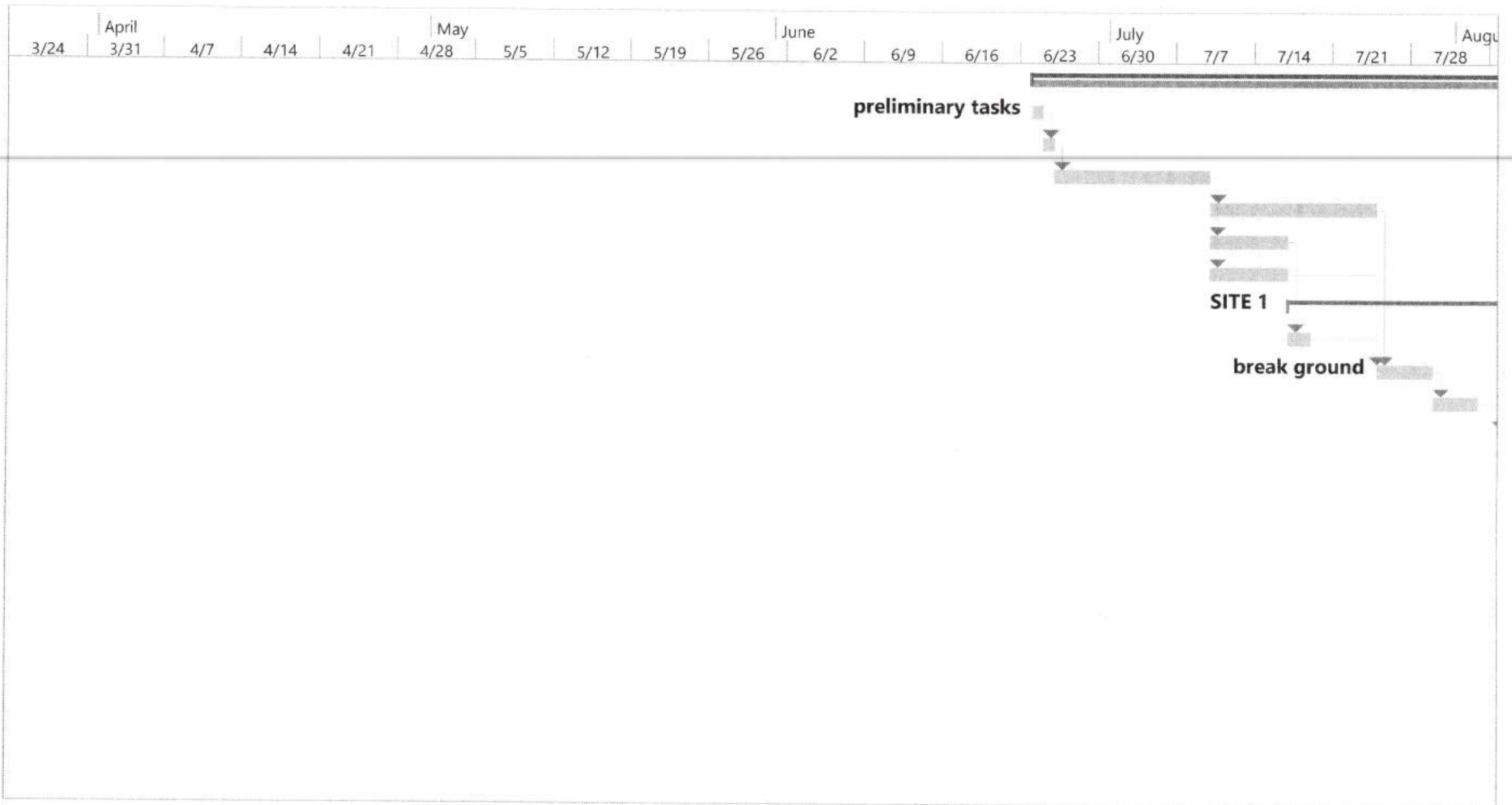
Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	March					
								2/17	2/24	3/3	3/10	3/17	3/24
24		SHEET C4- install all catch b	9 days	Wed 9/18/19	Mon 9/30/19	23	25						
25		C4- install exfiltration trench	8 days	Tue 10/1/19	Thu 10/10/19	24	26,3						
26		C4- perform trench restoration	8 days	Fri 10/11/19	Tue 10/22/19	25	27						
27		C4- pour concrete on driveway	1 day	Wed 10/23/19	Wed 10/23/19	26	28						
28		C4- clean up	1 day	Thu 10/24/19	Thu 10/24/19	27	29						
29		clean new structures and existing structures with vacuum	4 days	Fri 10/25/19	Wed 10/30/19	28	30						
30		mill site #1 as per plan	3 days	Thu 10/31/19	Mon 11/4/19	29	31						
31		overlay site #1 as per plan	4 days	Tue 11/5/19	Fri 11/8/19	30	32						
32		striping	1 day	Mon 11/11/19	Mon 11/11/19	31	33						
33		sodding	4 days	Tue 11/12/19	Fri 11/15/19	32	34						
34		clean up staging area and d	3 days	Mon 11/18/19	Wed 11/20/19	33	43						
35		preliminary As-builts	15 days	Fri 10/11/19	Thu 10/31/19	25	64						
36													
37		SITE 2	110 days	Fri 10/11/19	Thu 3/12/20								
38		mobilization to site and pre	1 day	Fri 10/11/19	Fri 10/11/19	25	39						
39		SHEET C12- install all catch	10 days	Mon 10/14/19	Fri 10/25/19	38	40						
40		C12- install exfiltration trench	16 days	Mon 10/28/19	Mon 11/18/19	39	41						
41		C12- perform trench restoration	8 days	Tue 11/19/19	Thu 11/28/19	40	42						
42		C12- pour concrete on driveway	1 day	Fri 11/29/19	Fri 11/29/19	41	43						
43		C12- clean up	1 day	Mon 12/2/19	Mon 12/2/19	42,34	44						
44		SHEET C13- install all catch	13 days	Tue 12/3/19	Thu 12/19/19	43	45						
45		C13- install exfiltration trench	13 days	Fri 12/20/19	Tue 1/7/20	44	46,4						
46		C13- perform trench restoration	9 days	Wed 1/8/20	Mon 1/20/20	45	47						

Project: ROYAL OAKS DRAINAGE Date: Tue 3/12/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

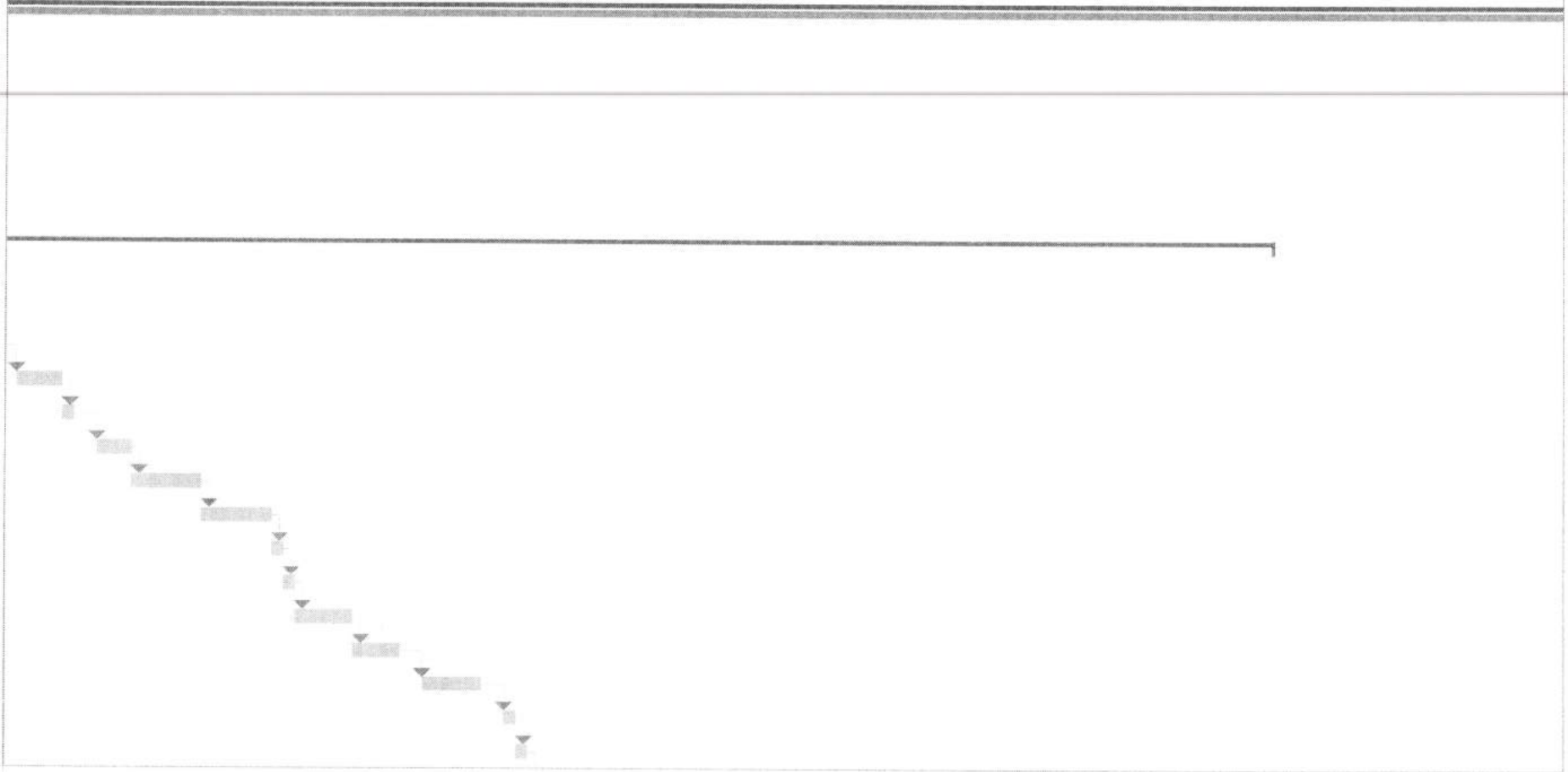
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	March					
								2/17	2/24	3/3	3/10	3/17	3/24
47		C13- clean up	2 days	Tue 1/21/20	Wed 1/22/20	46	50						
48		SHEET C14- install all catch	8 days	Wed 1/8/20	Fri 1/17/20	45	49						
49		C14- install exfiltration tren	4 days	Mon 1/20/20	Thu 1/23/20	48	53						
50		C14- perform trench restor.	4 days	Thu 1/23/20	Tue 1/28/20	47	51						
51		C14- pour concrete on drive	1 day	Wed 1/29/20	Wed 1/29/20	50	52						
52		C14- clean up	1 day	Thu 1/30/20	Thu 1/30/20	51	55						
53		SHEET C11- install all catch	10 days	Fri 1/24/20	Thu 2/6/20	49	54						
54		C11- install exfiltration tren	8 days	Fri 2/7/20	Tue 2/18/20	53	55,5						
55		C11- perform trench restor.	5 days	Wed 2/19/20	Tue 2/25/20	54,52	56						
56		C11- clean up	2 days	Wed 2/26/20	Thu 2/27/20	55	61						
57		clean new structures and existing structures with vac	2 days	Wed 2/19/20	Thu 2/20/20	54	58,6						
58		mill site #1 as per plan	4 days	Fri 2/21/20	Wed 2/26/20	57	59						
59		overlay site #1 as per plan	4 days	Thu 2/27/20	Tue 3/3/20	58	60						
60		striping	1 day	Wed 3/4/20	Wed 3/4/20	59	61						
61		sodding	5 days	Thu 3/5/20	Wed 3/11/20	60,56	62						
62		clean up staging area and demobilize equipment	1 day	Thu 3/12/20	Thu 3/12/20	61,64,6							
63		punch list items	10 days	Fri 2/21/20	Thu 3/5/20	57	62						
64		AS-BUILTS	15 days	Wed 2/19/20	Tue 3/10/20	54,35	62						

Project: ROYAL OAKS DRAINAG Date: Tue 3/12/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

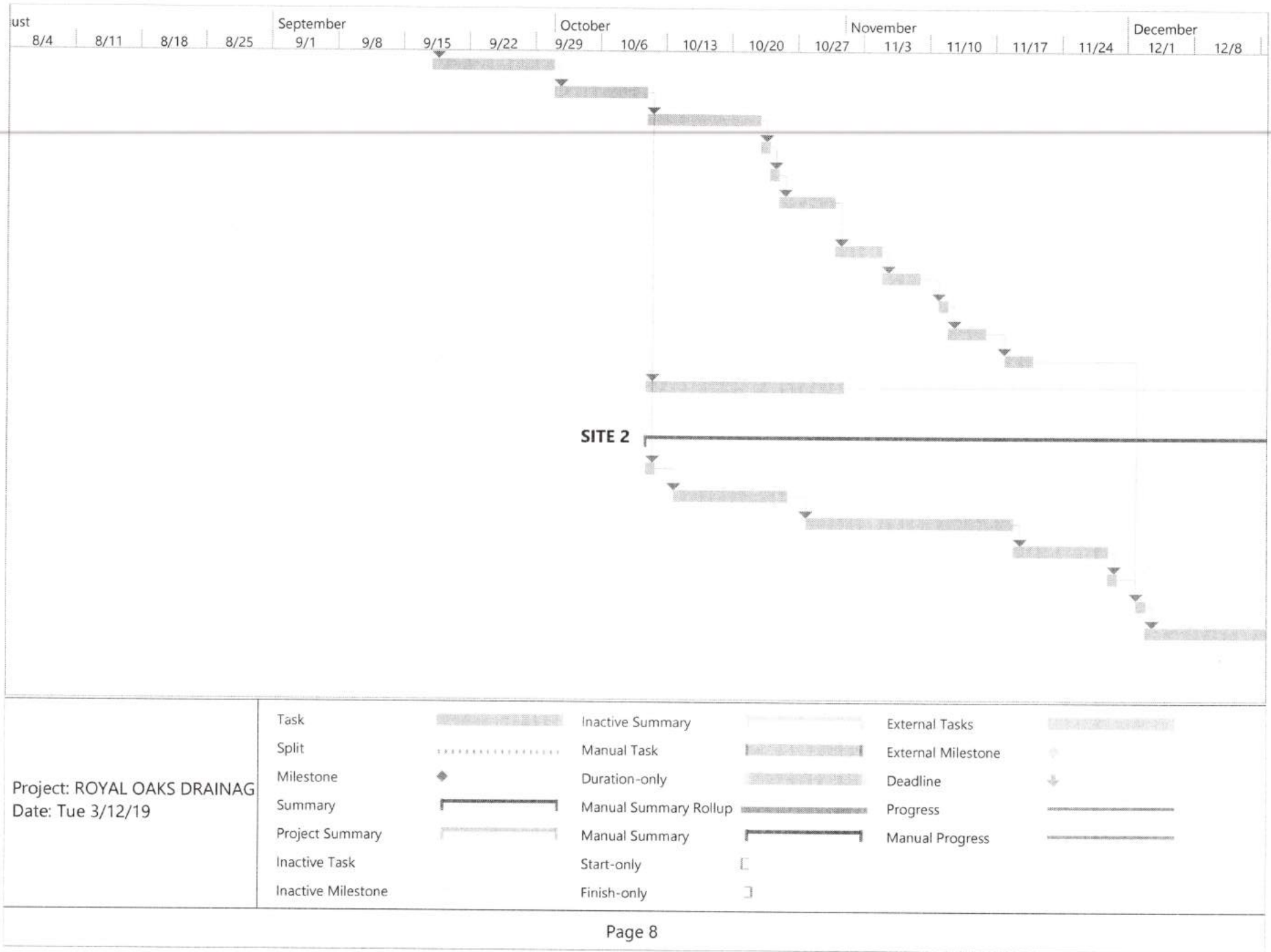


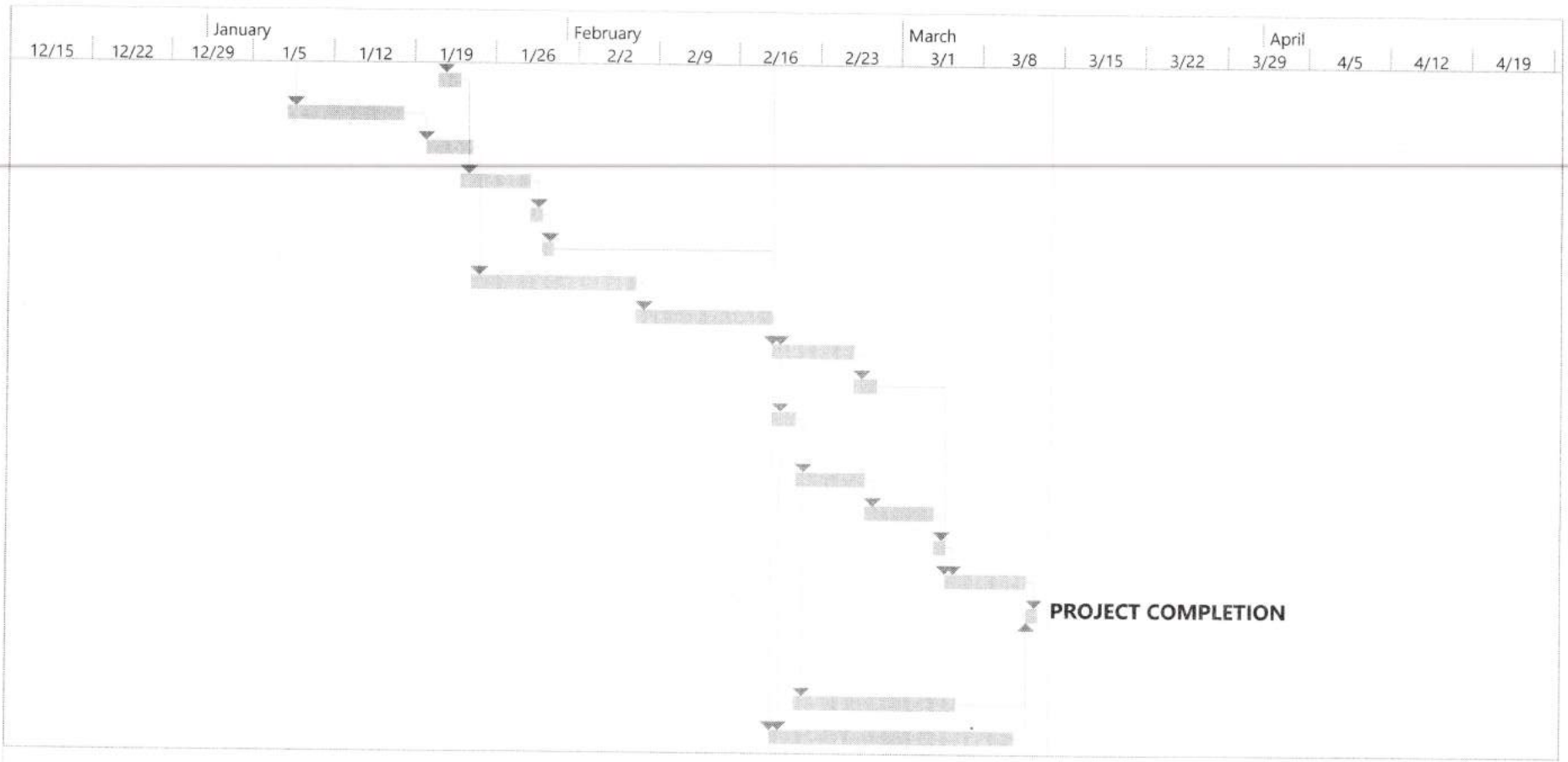
Project: ROYAL OAKS DRAINAG Date: Tue 3/12/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

August	8/4	8/11	8/18	8/25	September	9/1	9/8	9/15	9/22	October	9/29	10/6	10/13	10/20	10/27	November	11/3	11/10	11/17	11/24	December	12/1	12/8
--------	-----	------	------	------	-----------	-----	-----	------	------	---------	------	------	-------	-------	-------	----------	------	-------	-------	-------	----------	------	------



Project: ROYAL OAKS DRAINAG Date: Tue 3/12/19	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			





Project: ROYAL OAKS DRAINAG
Date: Tue 3/12/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



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Quality Control Plan

Here at RG, our philosophy is "work only once". It Means that we put a lot of emphasis on doing it right the first time. Even if the first time takes longer to accomplish, we get it done right. We try to avoid by all means necessary any errors or mistakes by our part. We believe that when the job gets done correctly the first time all parties involve benefits. In order to ensure this, we have a develop practices throughout the years which our team uses on a daily basis.

It all starts by having the foreman checking all important aspects of the plans & specification with by the crew on site and make sure everyone knows their responsibilities. There Foreman or Superintendent will inspect critical aspects of the job and he/she will let the crew know if all is satisfactory. The critical areas in this scope are; correct structure elevation, pipe elevation, location and station, proper compaction methods, and asphalt quality. All this areas will be personally check by our Foreman or Superintendent to ensure all construction is being perform to the correct specifications, if he/she sees an area that needs correction it will be corrected immediately. RG will hold an initial meeting among our crews to prepare for the upcoming tasks. This meeting will then continue on a weekly basis on a date/time set by the Foreman and Superintendent of the job.



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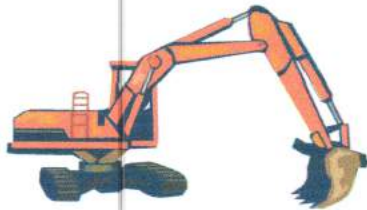
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Constructability issues

Based on our review of the plans and specifications RG does not identify any constructability issues

Authorized by

Ricardo Gonzalez, President



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Value Engineering

RG does not identify any value engineering or cost savings opportunities as of today.

Subcontractor Utilization Form

RFP/ITB No.: **2019-19**

Project Title: **Royal Oaks Drainage & Roadway Im**

This form is to be submitted with the Bidder's/Proposer's Submittal. Failure to submit this Form with the Submittal may result in the Submittal being rejected as non-responsive or may adversely affect the evaluation of the Submittal. Use additional pages if required.

The subcontractor's identified in this Form may not be changed without the prior written approval of the Project Manager.

Both Tabs of the Exhibit must be completed.

Use additional sheets if necessary.

Name of Business/Tier ¹	Scope of the Work	Years in Business Under Current Name	% of Work	Experience ²	Prior Projects ³	License Information ⁴		Business Certification ⁵
						Type	Number	
H&J Asphalt	resurficing	32 years	7.5 %	No	Yes	CTQB	E99800	FDOT
			%					
			%					
			%					
			%					
			%					
			%					

¹ All tiers must be shown, including multiple sub-tiers, if permitted by the Contract. Sub-tiers must be identified with "(ST)" after their name.

² Identify if the company has ever defaulted on a contract or had a contract terminated. Answer yes or no.

³ Identify if the Proposer has previously worked with this company on any projects. Answer yes or no.

⁴ List only those relevant to this Project.

⁵ Must be certified by either Miami-Dade County, State of Florida, or the Federal Government. Identify the type as SBE, CSBE, DBE, etc.

Form SU

Subcontractor Utilization Form (Qualifiers)

Name of Person	Title	Name of Company	% of Time Devoted to Project	Year in Industry	Years with Firm	Licenses & Certifications
	Electrical Qualifier					
	Mechanical Qualifier					
	Plumbing Qualifier					
	Roofing Qualifier					
	Low Voltage Qualifier					
Jorge Loraño	Asphalt Qualifier	HRT Asphalt Inc.	100	32	32 years	CTQB #E99800

Name: Ricardo Gonzalez

Signature: _____



Note: Add additional qualifiers as applicable.

Form SU

Experience of Subcontractor Questionnaire

One (1) data sheet must be completed for at least two (2) projects completed by each Subcontractor listed in Form SU, Subcontractor Utilization Form, that is demonstrative of the work type that the Subcontractor will perform for this solicitation. The project must have been completed by present employees, officers, or owners of the Subcontractor that utilized the individual listed in Form SU. Do not use a project performed for the Town of Miami Lakes.

Project Data Sheet

(A separate data sheet is to be used for each project)

1. Name of Subcontractor: H & J Asphalt, Inc
2. Project Name: Roadway Resurfacing Contract
3. Project Location: Various Locations
4. Project Title: _____
5. Project Number, if applicable: 20160345
6. Type of Construction: resurfacing
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
7. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): _____
8. Scope of Work: milling & resurfacing

9. Business name that was the Prime Contractor for this project: H & J Asphalt, Inc
10. How is this project similar to the Town's project? very similar

11. Cost of the work performed by the Subcontractor at time of bid: \$ 1,597,780.00
12. Cost of work performed by the Subcontractor at completion: \$ 1,387,626.00
13. LEED Certification
 - a. Was this a LEED Certified Project: Yes _____ No X
 - b. Minimum LEED Certification required: _____
 - c. LEED Certification obtained: _____
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
 - a. Errors or omissions: _____ % \$ _____
 - b. Unforeseen/Hidden conditions: _____ % \$ _____
 - c. Owner generated changes: 100 % \$ 210,154.00
 - d. Regulatory agency changes: _____ % \$ _____
 - e. Contractor recommended changes: _____ % \$ _____
 - f. Other: _____ % \$ _____

Explain other: _____

15. How many RFIs did your company submit with respect to the plans and specifications for the project? 0

16. What was the primary reasons for the RFIs: n/a

17. What year did the project start construction? 2017

18. What year did the project complete construction? 2018

19. Project Timeframe for completion (number of calendar days):

- a. 365 days Project timeframe for subcontract work at start of the project based on the baseline Project Schedule
- b. _____ Formally adjusted completion timeframe for subcontract work based on change orders (if none state N/A)
- c. _____ Timeframe for subcontract work not covered under approved change orders (if none state N/A)
- d. 11 month Actual time between issuance of Notice to Proceed and date of completion of the Subcontract work.
- e. 0 Actual time between date for completion of the Subcontract work and actual completion of the Subcontract work
- f. 0 Total number of days between original contract timeframe for completion of the Subcontract work and actual completion of the Subcontract work

20. If completion did not occur within the contract time established for the subcontract work or within the formally adjusted time (as identified in item 17c above, explain the reason(s) for the delay:

n/a

21. Total number of task on the punch list? 0

22. If punch list items were not completed/performed explain the reason(s):

n/a

23. Name of the subcontractors Qualifier:

Jorge Lorenzo

24. Name of the subcontractors Construction manager :

Tony Garcia

25. Total amount of the work self-performed: 90 % \$ _____

26. Were sub-tier contractor used? Yes: X No: _____

a. If yes, specify the trade & tier, percentage, and value (add additional pages if necessary)

striping 10 % \$ _____
_____ % \$ _____

_____ % \$ _____
_____ % \$ _____

27. Did subcontractor or its sub-tier contractors file any Claims* or Dispute filed on the project? _____

yes _____ ☒ _____ no

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

28. If a Claim(s) was filed on the project, provide the following details for each Claim*:

- a. Dollar amount for Initial Claim: n/a
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) _____
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____
- d. Final amount of Claim settlement: _____

29. If a formal Dispute(s) was filed on the project by the subcontractor or its sub-tier contractors, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

n/a

30. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

_____ yes _____ ☒ _____ no

If yes, explain what work was not performed/completed and reasons why:

31. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

_____ yes _____ ☒ _____ no

32. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

n/a

33. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

n/a

Project Owner's Name: MD County Public Works Dep

Is the Project Owner a public entity? ☒ yes ☐ no

Contact Name for Project Owner: 20160345

Contact Name's Title: Roadway Resurfacing Contract

Project Owner's Address: 111 NW 1st

Project Owner's City, State, and Zip Code: Miami, FL 33128

Contact Name's Telephone Number: 305-375-5214

Contact Name's Email Address: armando.aragon@miamidade.gov

Architect/Engineer of Record: MDPWD

Architect/Engineer of Record Contact Name: MDPWD

Architect/Engineer of Record Contact Name's Telephone No. MDPWD

Architect/Engineer of Record Contact Name Email Address: MDPWD

Project Data Sheet

(A separate data sheet is to be used for each project)

1. Name of Subcontractor: H & J Asphalt, Inc
2. Project Name: Roadway Resurfacing Contract
3. Project Location: Various Locations
4. Project Title: Roadway Resurfacing Contract
5. Project Number, if applicable: 20160019
6. Type of Construction: resurfacing
(i.e.: New, Renovation, Addition, Repair, Sidewalk/Curb/Gutter, Roadway reconstruction, Roadway resurfacing, Drainage, etc. Use all that apply.)
7. Size: (i.e.: Capacity, Tonnage, linear feet, square feet, etc.): _____
8. Scope of Work: milling & resurfacing

9. Business name that was the Prime Contractor for this project: H & J Asphalt, Inc
10. How is this project similar to the Town's project? very similar

11. Cost of the work performed by the Subcontractor at time of bid: \$ 1,727,900.00
12. Cost of work performed by the Subcontractor at completion: \$ 1,695,687.00
13. LEED Certification
 - a. Was this a LEED Certified Project: Yes _____ No X
 - b. Minimum LEED Certification required: _____
 - c. LEED Certification obtained: _____
14. Describe the sources and/or causes of the above differences in costs with reference to the following categories as determined by written change order, the public entity or the Architect/Engineer of Record (whichever had final authority):
 - a. Errors or omissions: _____ % \$ _____
 - b. Unforeseen/Hidden conditions: _____ % \$ _____
 - c. Owner generated changes: 100 % \$ 32,213.00
 - d. Regulatory agency changes: _____ % \$ _____
 - e. Contractor recommended changes: _____ % \$ _____
 - f. Other: _____ % \$ _____

_____ % \$ _____
_____ % \$ _____

27. Did subcontractor or its sub-tier contractors file any Claims* or Dispute filed on the project? _____

yes ☒ no

*A Claim means a demand or assertion by your firm seeking as matter of right, adjustment or interpretation of contract terms, compensation, extension of time or other relief with respect to the terms of the contract or other disputes between the owner and your firm.

28. If a Claim(s) was filed on the project, provide the following details for each Claim*:

- a. Dollar amount for Initial Claim: n/a
- b. Source of Claim: (e.g. contractor, subcontractor, supplier, etc.) _____
- c. Method of resolution (e.g. negotiation, mediation, arbitration, litigation): _____
- d. Final amount of Claim settlement: _____

29. If a formal Dispute(s) was filed on the project by the subcontractor or its sub-tier contractors, provide the following details for each Dispute. Identify the reason for the Dispute and the resolution (use additional pages if necessary):

n/a

30. Did your company fail/refuse to perform or complete any of work it was obligated to complete?

_____ yes ☒ no

If yes, explain what work was not performed/completed and reasons why:

31. Was your company required to perform any work under a directive to proceed pending the resolution of an interpretation of the contract or dispute?

_____ yes ☒ no

32. Identify up to four (4) constructability issues encountered by your company on the project and briefly describe how your company resolve each issue:

n/a

33. Did your company perform any value engineering or other cost savings measures, which improved the quality of the project or saved cost? If yes, provide details and any cost savings.

n/a

Project Owner's Name: MD County Public Works Dep

Is the Project Owner a public entity? ☒ yes ☐ no

Contact Name for Project Owner: 20160019

Contact Name's Title: Roadway Resurfacing Contract

Project Owner's Address: 111 NW 1st

Project Owner's City, State, and Zip Code: Miami, FL 33128

Contact Name's Telephone Number: 305-375-5214

Contact Name's Email Address: armando.aragon@miamidade.gov

Architect/Engineer of Record: MDPWD

Architect/Engineer of Record Contact Name: MDPWD

Architect/Engineer of Record Contact Name's Telephone No. MDPWD

Architect/Engineer of Record Contact Name Email Address: MDPWD

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: Ricardo Gonzalez

Title: President

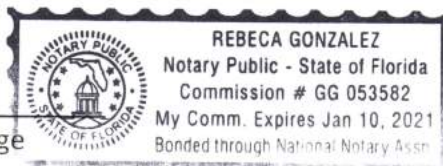
BEFORE ME, the undersigned authority, personally appeared Ricardo Glez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that RG Underground Eng. Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of March, 2019.

My Commission Expires:

R. Gonzalez

Notary Public State of Florida at Large



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 Ricardo Gonzalez / President

[print individual's name and title]

for RG Underground Engineering, Inc

[print name of entity submitting sworn statement]

whose business address is

14375 SW 120 St # 104 Miami, FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-4747215

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

signing this sworn statement: n/a)

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

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

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

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

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

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

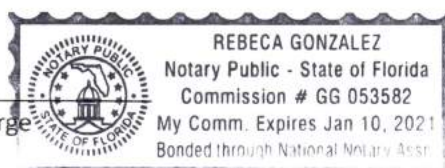
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Ricardo Glez 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 RG Underground Eng. Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of March, 2019.

My Commission Expires:

Rebecca Gonzalez
Notary Public State of Florida at Large



NON-COLLUSIVE AFFIDAVIT

State of Fl }
County of Dade } SS:
Ricardo Gonzalez

being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Ricardo Gonzalez

(Printed Name)

President

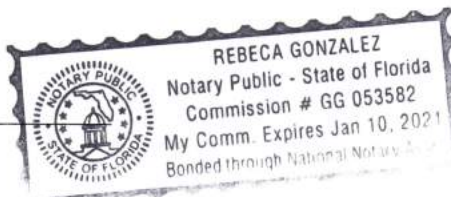
(Title)

BEFORE ME, the undersigned authority, personally appeared Ricardo Glez 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 RG Underground Eng. Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of March, 2019.

My Commission Expires:

Notary Public State of Florida at Large



CONFLICT OF INTEREST AFFIDAVIT

State of FL }
County of DADE } SS:
}

Ricardo Gonzalez being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of RG Underground Eng. , Inc, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Ricardo Gonzalez

(Printed Name)

President

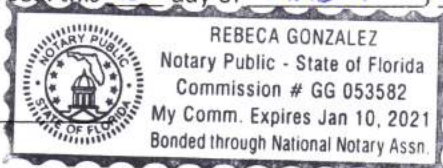
(Title)

BEFORE ME, the undersigned authority, personally appeared Ricardo Glez 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 RG Underg. Eng. Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of MARCH, 2019.

My Commission Expires:

D. Gonzalez
Notary Public State of Florida at Large



Form COI



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: RG Underground Eng. Inc

Solicitation No.: 2019-19

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.

N/A

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

N/A

Last name	First name	Relationship
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Authorized Signature

3.12.2019

Date:

Ricardo Gonzalez

President

Print Name

Title:

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: RG Underground Engineering, Inc

Authorized representative (print): Ricardo Gonzalez

Authorized representative (signature):



Date: 3.12.2019

POLITICAL ACTIVITY AFFIDAVIT

State of FL }
County of Dade } SS:

Ricardo Gonzalez being first duly sworn, deposes and says that he/she is the
(Owner, Partner, Officer, Representative or Agent) of President, the
Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Lobbying Services on behalf of the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer **will not** participate or be involved in any political activities related to the election of any individual running for a political office in the or advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or in-kind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Use their authority or influence to participate or interfere with an election in the Town.
- Distribute campaign material on behalf of any candidates or slate of

candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking

or currently holding an elected office in the Town.

- Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Ricardo Gonzalez

(Printed Name)

President

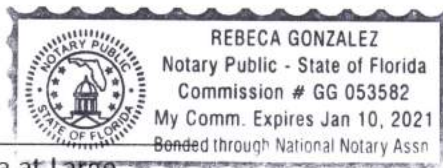
(Title)

BEFORE ME, the undersigned authority, personally appeared Ricardo Glez 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 RG Underground Eng. Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of march, 2019.

My Commission Expires:

Notary Public State of Florida at Large



DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RG Underg. Eng. Inc

3.12.2019

Company Name:

Date

Authorized Signature:

Ricardo Gonzalez/Pte

Printed Name and Title

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of RG Underground Eq. INC, a corporation organized and existing under the laws of the State of FL, held on the 8 day of MARCH, 2019, a resolution was duly passed and adopted authorizing (Name) Ricardo Gonzalez 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 8, day of March, 2019.

Secretary: 

Print: Ricardo Gonzalez

**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)

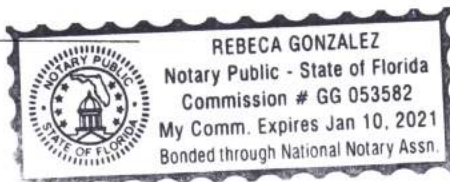
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 12 day of
March 2019, by Ricardo Gonzalez, 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

Rebeca Gonzalez

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC





ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2019-19

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

Addendum No. <u>1</u> ,	Dated <u>2.21.19</u>
Addendum No. <u>2</u> ,	Dated <u>3.1.19</u>
Addendum No. <u>3</u> ,	Dated <u>3.6.19</u>
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: RG Underground Engineering, Inc

Authorized Representative's Name: Ricardo Gonzalez

Title: President

Authorized Signature: 



RFP 2019-19

Royal Oaks Drainage and Roadway Improvements Phase I

Addendum #1

Due Date: 4:00 PM, March 13, 2019

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

1. Section C9, Subcontractors, is hereby amended as follows:
"If Proposer intends on utilizing a subcontractor~~(s)~~ for more than fifteen percent (15%) of the work, said subcontractor must meet the following minimum requirements:"

Questions and Answers:

1. What is the contract duration for this project?
Response: Substantial completion of the work shall be obtained within two hundred (200) days of the Notice to Proceed being issued by the Town. Final Completion must be obtained within thirty (30) days after obtaining Substantial Completion. See Section 2.04 of the Contract for exact language.
2. What is the estimated value of this project?
Response: The estimated project value is approximately \$1,060,000.
3. Will the Town consider allowing a new firm, established with key personnel from prior firms that would have met the minimum experience requirements, to qualify itself using the experience gained with those prior firms?
Response: No. The Town will only consider new companies when said company has undergone a name change that has been filed with the State of Florida or where the company has been merged with a larger firm.
4. What staging sites will the Town be providing for this project?
Response: Contractor will be allowed to stage materials and equipment within the public right of way as long as no driveways, travel lanes, and sidewalks are blocked. In addition, the Town has park land available in Area 2 that may be used for staging purposes. Contractor will be responsible for restoring any staging area to original condition or better.



Acknowledgement:

Ricardo Gonzalez
Name of Signatory
President
Title
5.21.19
Date

[Signature]
Signature
REG Underground Eng LLC
Name of Bidder



RFP 2019-19

Royal Oaks Drainage and Roadway Improvements Phase I

Addendum #2

Due Date: 4:00 PM, March 13, 2019

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Questions and Answers:

1. Will the Town consider adding a separate bid item for limerock and asphalt for pavement restoration over HDPE pipe and exfiltration trenches?

Response: No. Those costs should be built into items No. 1.02 and 2.02. See item descriptions.

2. Will the Town provide Technical Specifications for this project?

Response: See General Notes note #7 on sheet C1.

3. Will the Town provide Measurement and Payment Specifications for this project.

Response: Measurement and Payment Specifications are per the project Standard and Specifications. See General Notes note #7 on sheet C1.

Acknowledgement:

Ricardo Gonzalez
Name of Signatory
President
Title
3.1.2019.
Date

[Signature]
Signature
R&U Underground Eng. LLC.
Name of Bidder



RFP 2019-19

Royal Oaks Drainage and Roadway Improvements Phase I

Addendum #3

Due Date: 4:00 PM, March 13, 2019

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications:

1. This addendum is issued, in part, to provide a sample project sign, attached hereto and provided as a separate attachment.
2. 2019-19 Royal Oaks Drainage and Roadway Improvements Bid Form is hereby revoked and replaced with 2019-19 Royal Oaks Drainage and Roadway Improvements Bid Form (Revision 1) provided as a separate attachment. Proposers must include the new bid form with their proposal to be considered responsive.

Questions and Answers:

1. The bid form for the Royal Oaks Drainage and Roadway Improvement states there are 208.00 LF of 15" diameter Pipe HDPE and 20 EA Asphalt Apron in Area 1, however, the plans show there are 204.00 LF of 15" Pipe HDPE and 7 EA Asphalt Apron. Which amount is correct?

Response: See Clarification number 2 above.

2. Will the Town confirm the location of bid item 1.06 in the plans?

Response: See Clarification number 2 above.

3. Will the Town confirm the quantity of bid item 2.06 in Area 2?

Response: See Section 1.07-2 of the Contract. Also see Clarification number 2 above.

4. Does this project require a bid bond?

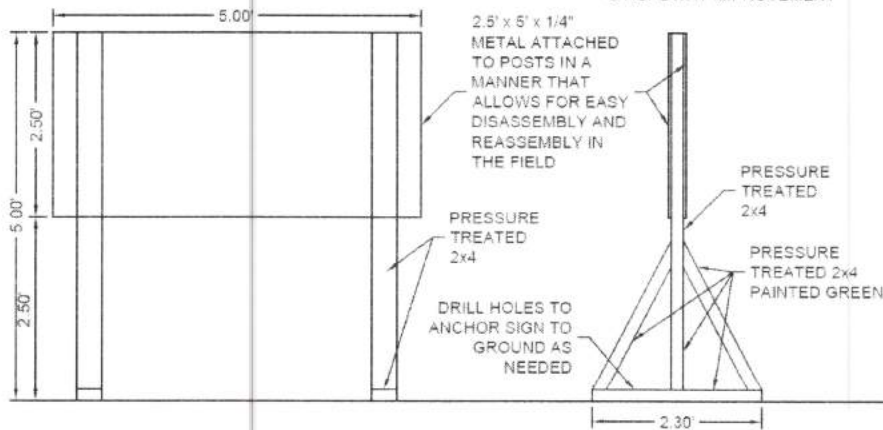
Response: No. There is no bid bond requirement for this project.

Acknowledgement:

Ricardo Gonzalez
Name of Signatory
President
Title
3.6.19
Date

[Signature]
Signature
RG Underground Eng LLC
Name of Bidder

TOWN OF MIAMI LAKES
LAKE SARAH & ADELE STORMWATER
& ROADWAY IMPROVEMENT

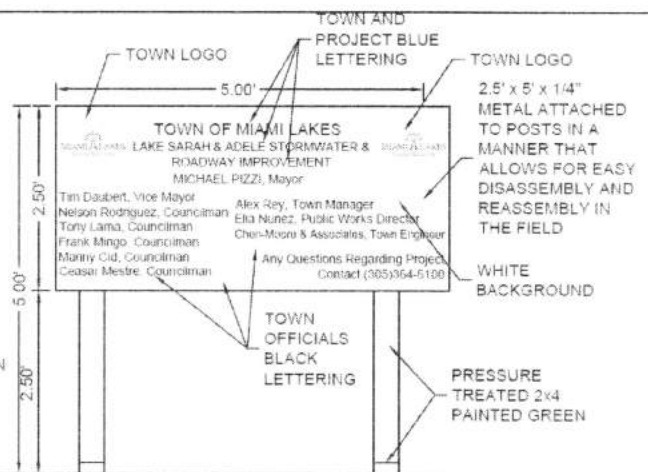


CROSS-SECTION

SIDE OF SIGN

PROJECT CONSTRUCTION SIGN

N.T.S.



FRONT OF SIGN