

RESOLUTION NO. 18-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-41, WINDMILL GATE ROAD IMPROVEMENT PROJECT TO METRO EXPRESS, INC. IN AN AMOUNT NOT TO EXCEED \$116,000; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 5(b) of the Town's Procurement Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued an Invitation to Bid ("ITB") No. 2018-41 on August 17, 2018, for Windmill Gate Road Improvement Project; and

WHEREAS, the ITB was properly advertised in the Miami Daily Business Review, posted on the Town Website, Demand Star, and Public Purchase, and noticed in the Town Hall Lobby; and

WHEREAS, the Town received two (2) bids by the bid deadline from Metro Express, Inc., and Williams Paving, Co., Inc.; and

WHEREAS, based on due diligence, Procurement determined that Metro Express, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, Procurement recommended awarding a contract to Metro Express, Inc. in the amount of one hundred sixteen thousand dollars (\$116,000), which includes Metro Express

Inc.'s bid amount of one hundred five thousand, four hundred fifty-two dollars and forty-eight cents (\$105,452.48) plus a contingency amount of ten thousand five hundred forty-seven dollars and fifty two cents (\$10,547.52); and

WHEREAS, the Town Manager concurred with Procurement's recommendation and recommended the Town Council authorize the award of a contract to Metro Express, Inc. in an amount not to exceed \$116,000 for ITB 2018-41 Windmill Gate Road Improvement Project; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with Metro Express, Inc. for the Windmill Gate Road Improvement Project in an amount not to exceed \$116,000.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of the Contract.** The Town Council hereby approves the award of a contract to Metro Express, Inc. in substantially the form attached hereto as Exhibit "A" for the construction of the Windmill Gate Road Improvement Project in an amount not to exceed \$116,000 (hereinafter referred to as "Contract").

Section 3. **Authorization of Town Officials.** The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

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

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contract with Metro Express, Inc. in an amount not to exceed \$116,000 and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

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

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
Metro Express, Inc.
for
Windmill Gate Road Improvement Project, ITB 2018-41

INVITATION TO BID

Windmill Gate Road Improvement Project

ITB No. 2018-41



The Town of Miami Lakes Council:

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

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

Date Advertised	August 17, 2018
Non-Mandatory Pre-Bid Conference	10:00 AM, September 5, 2018
Bids Due	11:00 AM September 17, 2018

Windmill Gate Road Improvement Project
ITB 2018-41

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SECTION A. NOTICE TO BIDDERS

ITB Name: Windmill Gate Road Improvement Project
ITB No.: 2018-41
Non-Mandatory Pre-Bid Conference: 10:00AM EST, September 5, 2018
Bids Due: 11:00AM EST, September 17, 2018

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Windmill Gate Improvement Project. ("Project"). The Town is seeking an experienced and licensed contractor with the right combination of price, qualifications, and experience who can bring this Project in on time, within budget and according to the plans and specifications.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00AM on September 17, 2018**, at which time the Bids will be opened.

A Non-Mandatory, Pre-Bid Conference is scheduled for 10:00AM, September 5, 2018, in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33014. It is strongly recommended that potential Bidders attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting.

Project Overview:

The Town is looking to widen and resurface a new portion of roadway on Windmill Gate Road from NW 67th Avenue to Fox Den Court. This Project will greatly improve the flow of traffic on Windmill Gate Road, which currently backs up on to NW 67th Avenue at certain times throughout the day.

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

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

1. Possess a current General Contractor license issued by the State of Florida or a Miami-Dade County Certificate of Competency as a General Engineering Contractor; and
2. Possess a minimum of five (5) years of experience under its current business name in construction of roadway/horizontal projects involving public right-of-way arms; and
3. Must provide at least three (3) verifiable client references for successful completion of projects within the last five (5) years with a similar scope and value in which the bidder served as the primary contractor and self-performed at least thirty percent (30%) of the physical labor construction work.
4. All these projects must have been performed for local government, County, and/or State agency.

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

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **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.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **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.
13. **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.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **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.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **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 ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **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.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
27. **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.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **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.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and

submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

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

B2.02 PREPARATION OF BID

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

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

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

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

B2.03 ESTIMATED QUANTITIES

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

B2.04 LINE ITEM QUANTITIES

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

B2.05 ADDITIONAL LINE ITEM PRICING

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

B2.06 BID PREPARATION COSTS AND RELATED COSTS

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

B2.07 PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33014 at 10:00 AM, on September 5, 2018.

B2.08 QUALIFICATION OF BIDDERS

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

B2.09 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

B2.10 INTERPRETATIONS AND CLARIFICATIONS

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

B2.11 POSTPONEMENT OF BID OPENING DATE

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

B2.12 ACCEPTANCE OR REJECTION OF BIDS

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

(i) *Unbalanced Bids*

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

B2.13 WITHDRAWAL OF BID

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

B2.14 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.15 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov>.

B2.16 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.17 AWARD OF CONTRACT(S)

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

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

B2.18 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at <http://www.miamilakes-fl.gov>.

B2.19 EXECUTION OF CONTRACT

The Bidder(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Bid. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Bidder(s). The Bidder must submit proof of signing authority in the form of the Certificate of Authority form included with this ITB, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Bidder(s) selected to provide the work requested herein (the "Successful Bidder(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with Procurement's recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager's signing authority).

B2.20 PERFORMANCE & PAYMENT BONDS

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of 100% of the project cost. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including the option to renew years.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

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

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or

contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

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

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

B3.05 PUBLIC ENTITY CRIMES ACT

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

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 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.

C1.02 RULES AND REGULATIONS

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

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

C1.03 HOURS FOR PERFORMING WORK

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

C1.04 SUBCONTRACTORS

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

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

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

Bidders 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 to include this form may result in the Bid being rejected as non-responsive.

C1.05 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.

C1.06 AUTHORITY OF THE PROJECT MANAGER

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

C1.07 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.

C1.08 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.

C1.09 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.

C1.10 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.

C1.11 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.

C1.12 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.

C1.13 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.

C1.14 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.

C1.15 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.

C1.16 INTENTION OF THE TOWN

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

C1.17 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 ITB will govern over the ITB.

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

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;

4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 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.

C1.19 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.

C1.20 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.

C1.21 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.

C1.22 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.

C1.23 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.

C1.24 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.

C1.25 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).

C1.26 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.

C1.27 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.

C1.28 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.

C1.29 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. Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@miamilakes-fl.gov

For Contractor:

Delio Trasobares
Metro Express, Inc.
9442 NW 109 Street
Medley, Florida 33178
delio@metroexpresscorp.com

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

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

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

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

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

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

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

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

C2.03 DEFENSE OF CLAIMS

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

C2.04 INSURANCE

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

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

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

b. *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.

- (1st) 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.

- (2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
- (3rd) CGL Required Endorsements:
- a) Employees included as insured
 - b) Contingent Liability/Independent Contractors Coverage
 - c) Contractual Liability
 - d) Waiver of Subrogation
 - e) Premises and/or Operations
 - f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
 - g) Loading and Unloading
 - h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

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.

C3 PUBLIC RECORDS

C3.01 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

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

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

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.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 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.

C4.02 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.

C4.03 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.

C4.04 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.

C4.05 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.

C4.06 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.

C4.07 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.

C4.08 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.

C4.09 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.

C4.10 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.

C4.11 CONTRACT EXTENSION

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

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

C5.02 CONTRACTOR DEFAULT

a. Event of Default

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

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

b. Notice of Default – Opportunity to Cure

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

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

c. Termination for Default

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

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

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

C5.03 TERMINATION FOR CONVENIENCE

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

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

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

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

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

C5.04 REMEDIES AVAILABLE TO THE TOWN

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

C5.05 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.

C6 PAYMENT PROCESS

C6.01 COMPENSATION

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

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

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

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

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

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

C6.02 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.

C6.03 LINE-ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article 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 Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

C6.04 LINE-ITEM QUANTITIES

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

C6.05 ADDITIONAL LINE ITEM PRICING

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

C6.06 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 D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

The scope of work consists of furnishing all labor, materials, tools, equipment, machinery, and service necessary to widen and resurface a new portion of roadway on Windmill Gate Road from NW 67th Ave to Fox Den Court to include, but not limited to, road widening, asphalt overlay, curb, signage and pavement markings, and other roadway improvement as shown on the plans attached hereto as Exhibit "A." Contractor shall conduct its operations in a manner that will not impact the surrounding businesses. All entrances and exits to any surrounding business must remain open and operational during the businesses' normal operating hours.

D2 NIGHT WORK

The Work may need to be performed at night or on weekends to minimize the interruption of traffic and/or Town services. For night work, the following shall apply:

1. Night work shall be defined as the period between 5:00 PM to 7:00 AM.
2. During active nighttime operations, furnish, place and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft-cd minimum intensity. Arrange the lighting to prevent interference with traffic or produce undue glare to property owners. Operate such lighting only during active nighttime construction activities. Provide a light meter to demonstrate that the minimum light intensity is being maintained.
3. Lighting may be accomplished by the use of portable floodlights, standard equipment lights, existing street lights, temporary street lights, or other lighting methods approved by the Engineer. Contractor must submit a lighting plan at the Pre-construction Conference provided for under Section D5.02 for review and acceptance by the Engineer. The Engineer may require revisions to said lighting plan, in which case the Contractor must resubmit its plan containing such revisions within 48 hours of receiving the Engineer's comments. Contractor must obtain Town approval of its lighting plan prior to commencement of any night work.
4. Contractor must submit the lighting plan as a PDF file, in the same scale as the Contract Plans, and formatted on 11 inch by 17 inch sheets.
5. During active nighttime operations, furnish, place and maintain variable message signs to alert approaching motorists of lighted construction zones ahead. Operate the variable message signs only during active construction activities.
6. Contractor must take ownership of all lighting equipment for night work.

Any night work completed during the term of this Contract shall be compensated using Contractor's Night Work Surcharge, which is listed on the Bid Form. If Contractor chooses to perform night work for his/her own convenience, then the surcharge shall not apply.

D3 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 sixty (60) days of the Notice to Proceed being issued by the Town. Final Completion must obtain Final Completion within fifteen (15) days after obtaining Substantial Completion. The Contract shall remain in effect until the expiration of the Warranty period(s).

D4 GENERAL REQUIREMENTS

D4.01 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.

D4.02 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.

D4.03 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 Bidder with a surety company acceptable to the Town, only if the Bid amount does not increase.

D4.04 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

D4.05 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.

D5 PRELIMINARY STEPS

D5.01 CONTRACTOR'S PRE-START REPRESENTATION

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

and investigations as it deems necessary for the performance of the Work and that he has coordinated the results of all such data, inspections, and investigations with the requirements of the Contract Documents.

D5.02 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.

D5.03 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).

D5.04 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.

D5.05 CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment

photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. 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.

D5.06 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, 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.

D5.07 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.

D5.08 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.

D6 SITE ISSUES

D6.01 SITE INVESTIGATION AND REPRESENTATION

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

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

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc. and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

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

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

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

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

D6.02 METHOD OF PERFORMING THE WORK

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

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

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

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

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

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

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

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

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

D6.03 DIFFERING SITE CONDITIONS

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

No request by Contractor for an equitable adjustment to the Contract Documents under this provision will be allowed unless Contractor has given written notice in strict accordance with the provisions of

this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions will be allowed if made after the date certified by Consultant or Project Manager as the date of substantial completion.

D6.04 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

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

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

D6.05 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

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

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

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

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

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

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

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

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

D6.06 ACCESS TO WATER AND UTILITIES

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

power required during construction shall be installed by a qualified electrical contractor approved by the Project Manager.

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

D6.07 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.

D6.08 ACCESS TO THE PROJECT SITE(S)

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

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

D6.09 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must at all times keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

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.

D6.10 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.

D6.11 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.

(i) 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.

D7 SAFETY ISSUES

D7.01 SAFETY PRECAUTIONS

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

1. All employees on the Project site and other persons who may be affected thereby;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

D7.02 TRENCH SAFETY ACT

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid is required to comply with the requirements of the FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA), Where a Project 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 Bidder has considered these costs and included them in its Bid prices. Failure to complete this form may result in the Bid being declared non-responsive.

D7.03 MATERIAL SAFETY DATA SHEETS

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

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
 - a. The potential for fire, explosion, corrosion, and reaction;
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
 - c. The primary routes of entry and symptoms of overexposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

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

D8 PLANS, DOCUMENTS, & RECORDS

D8.01 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.

D8.02 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.

D8.03 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.

D8.04 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.

D8.05 RECORD SET

Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during 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.

D9 CONTRACTOR RESPONSIBILITIES

D9.01 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.

D9.02 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.

D9.03 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.

D9.04 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.

D9.05 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

D9.06 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.

D10 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 date established in the Contract, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum of twenty-five (\$25) dollars, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

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

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

D11 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.

D12 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.

D13 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.

D14 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.

D15 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.

SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM

This Contract 2018-41 made this ____ day of _____ in the year ____ in an amount not to exceed _____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Contractor."

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Alex Rey, Town Manager

Legal Sufficiency:

By: _____
Raul Gastesi, Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR

Metro Express Inc
(Contractor's Name)

By: _____

By: Delia A. Trasobares

Name: Delia A. Trasobares

Title: President

Date: _____

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

CORPORATE RESOLUTION

WHEREAS, Metro Express, 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 President,
(type title of officer)

Delio A. Trasobares, 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 21 day of September, 20 18.

Delio A. Trasobares
Corporate Secretary

(Corporate Seal)

EXHIBIT A - WINDMILL GATE ROAD IMPROVEMENT PLANS

WINDMILL GATE ROADWAY IMPROVEMENTS

TOWN OF MIAMI LAKES, FLORIDA, 33014

May 2018



SHEET LIST TABLE

SHT #	DWG #	SHEET TITLE
01	COV	COVER SHEET
02	GN-01	GENERAL NOTES AND SPECIFICATIONS
03	EC-01	EXISTING CONDITION AND DEMOLITION PLAN
04	RPP-01	ROADWAY PLAN AND PROFILE
05	PM-01	PAVEMENT MARKING AND SIGNAGE PLAN
06	DET-01	ENGINEERING DETAILS AND SECTION
07	PPP-01	STORMWATER POLLUTION PREVENTION PLAN
08	PPD-01	STORMWATER POLLUTION PREVENTION DETAILS

LEGAL DESCRIPTION: (ACCESS AND UTILITY EASEMENT)

A PARCEL OF LAND BEING THAT PORTION OF ACCESS AND UTILITY EASEMENT AS SHOWN AS PART OF TRACT "P-55" OF MIAMI LAKES WINDMILL GATE SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PLAT BOOK 103, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF TRACT "A" OF MIAMI LAKES WINDMILL GATE SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE N00°00'36"W ALONG THE WEST LINE OF SAID TRACT "P-55" FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°00'36"W ALONG THE WEST LINE OF SAID TRACT "P-55" FOR A DISTANCE OF 36.03 FEET THENCE S87°43'02"E ALONG THE NORTH LINE OF SAID ACCESS AND UTILITY EASEMENT FOR A DISTANCE OF 270.62 FEET TO THE EAST LINE OF SAID TRACT "P-55"; THENCE S02°17'48"W ALONG THE EAST LINE OF SAID TRACT "P-55" FOR A DISTANCE OF 53.16 FEET THENCE N74°41'15"W FOR A DISTANCE OF 76.12 FEET THENCE N87°43'02"W ALONG A LINE 15 FEET NORTH AND PARALLEL WITH THE NORTH LINE SAID TRACT "A" AND THE SOUTH LINE OF SAID ACCESS AND CONTAINING 10,353 SQ. FT. 0.24 ACRES+/-.



TOWN COUNCIL

- MANNY CID - MAYOR
- FRANK MINGO - VICE MAYOR
- LUIS COLLAZO - COUNCILMEMBER
- TIM DAUBERT - COUNCILMEMBER
- CEASAR MESTRE - COUNCILMEMBER
- NELSON RODRIGUEZ - COUNCILMEMBER
- MARILYN RUANO - COUNCILMEMBER



2103 Coral Way, Suite 401,
Miami, Florida 33145
Tel: 786.497.1500
Fax: 786.497.2300
EB 0004593



GENERAL NOTES

1. LOCATIONS OF EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM AVAILABLE RECORDS, NEITHER THE TOWN NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT LOCATED WHERE SHOWN. CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND ELEVATIONS OF ALL UNDERGROUND UTILITIES BEFORE COMMENCING CONSTRUCTION WORK. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR. CONTRACTOR SHALL ALSO PROVIDE THE ENGINEER WITH RECORD INFORMATION ON ALL FIELD VERIFICATION MEASUREMENTS AS SPECIFIED. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. IF AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED CONSTRUCTION UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE TOWN SO THAT APPROPRIATE MEASURES CAN BE TAKEN.
2. CONTRACTOR IS RESPONSIBLE TO INSPECT THE SITE PRIOR TO COMMENCING WORK AND CONTACT SUNSHINE ONE CALL OF FLORIDA AT 811 LEAST 48 HOURS PRIOR TO COMMENCEMENT OF THE WORK TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
3. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES AND OTHER PROPERTY AND SHALL BE RESPONSIBLE FOR ANY DAMAGES INCURRED DURING CONSTRUCTION AND SHALL REPAIR S&D DAMAGES AT THE CONTRACTOR EXPENSE. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
4. THE CONTRACTOR SHALL NOTIFY THE TOWN IN ADVANCE OF MAKING ANY CONNECTION TO AN ACTIVE PIPELINE OR UTILITY SYSTEM.
5. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON NGVD 1929 DATUM.
6. EXISTING SECTION CORNERS AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE MAINTAINED BY THE CONTRACTOR AND/OR RESET AFTER CONSTRUCTION UNDER CERTIFICATION BY A FLORIDA REGISTERED SURVEYOR.
7. THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' SHALL BE USED AS THE STANDARD FOR ANY SIGNAGE AND PAVEMENT MARKING REQUIREMENTS OF THE PROJECT.
8. THE EXISTING ELEVATIONS SHOWN HEREIN ARE FOR THE PURPOSE OF INDICATING THE GROUND ELEVATION ONLY AT THE POSITION SHOWN AND IN NO WAY SHOULD INDICATE ELEVATION AT ANY OTHER POINT OTHER THAN THAT SHOWN.
9. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN ON THE PLANS ARE TAKEN FROM SURVEY INFORMATION PROVIDED BY JOHN BARRA & ASSOCIATES, INC. SURVEY NUMBER 16-00986-1 ON THE 3/17/2016.
10. THE WORDS 'NEW', 'PROPOSED', 'INSTALL', 'PROVIDE', OR WORDS WITH SIMILAR MEANING, ON ANY PART OF THESE CONSTRUCTION DOCUMENTS, SHALL BE INTERPRETED, UNLESS OTHERWISE SPECIFICALLY STATED, TO MEAN 'FURNISHING AND INSTALL COMPLETE IN PLACE AND READY FOR SERVICE'.
11. THESE CONSTRUCTION DOCUMENTS ARE COMPLEMENTARY. WORK DEPICTED UNDER A PARTICULAR DISCIPLINE MAY TRIGGER WORK UNDER A DIFFERENT DISCIPLINE. SUCH WORK REQUIRED FOR THE INTENDED AND PROPER FUNCTION OF THE IMPROVEMENTS, SHALL BE CONSIDERED INCIDENTAL AND PART OF THE CONTRACTOR'S BID PRICE. NO ADDITIONAL PAYMENT WILL BE MADE FOR SUCH ITEMS.
12. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES, AND UTILITIES WHICH MAY NOT BE SHOWN ON PLANS. ANY EXISTING STRUCTURE, PAVEMENT, TREES OR OTHER EXISTING IMPROVEMENT NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
13. EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FOR HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.
14. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
15. CAST IRON PRODUCTS: HEAVY DUTY CLASSIFICATION SUITABLE FOR HIGHWAY TRAFFIC LOADS, OR 16,000 LB. WHEEL LOADS.
16. STEEL GRATING AND COVERS: TRAFFIC CLASSIFICATION H-20 AASHTO H20: 16,000 LBS OVER 8' X 20" AREA.
17. ALL STRUCTURES MUST BE CAPABLE OF SUSTAINING HEAVY TRAFFIC LOADS.
18. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE-SODDED WITH PALMETTO ST. AUGUSTINE SOD.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ALL TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH SPECIFICATIONS OUTLINED IN SECTION 52 AND SECTION R10 OF THE PUBLIC WORKS DEPARTMENT MANUAL. IN ADDITION, THE CONTRACTOR IS RESPONSIBLE FOR THE RESETTING OF ALL TRAFFIC CONTROL AND INFORMATION SIGNING REMOVED DURING CONSTRUCTION PERIOD.
20. TEMPORARY PATCH MATERIAL MUST BE ON THE JOB SITE WHENEVER PAVEMENT IS CUT, OR THE INSPECTOR WILL SHUT THE JOB DOWN.
21. ALL WORK TO BE IN COMPLIANCE WITH MIAMI-DADE PUBLIC WORKS DESIGN STANDARDS AND SPECIFICATIONS (LATEST VERSION), MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST VERSION), AND FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS AND SPECIFICATIONS (LATEST EDITION), AND TOWN OF MIAMI-LAKES PUBLIC WORKS DEPARTMENT STANDARDS.
22. CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY PRECAUTIONS & OSHA COMPLIANCE. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
23. CONTRACTOR IS RESPONSIBLE FOR ALL SHOP DRAWINGS, PRODUCT DATA & SAMPLES. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
24. CONTRACTOR SHALL COMPLY WITH THE TRENCH SAFETY ACT, SECTIONS 533.60 THROUGH 533.64 OF THE FLORIDA STATUTES. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
25. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL LAWS. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
26. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT MANAGER OF ANY CONFLICTS IN THE DRAWINGS. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
27. CONTRACTOR SHALL PERFORM TESTING REQUIRED BY THE PERMITTING ENTITIES OR THE TOWN. CONTRACTOR SHALL REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
28. CONTRACTOR SHALL REPAIR ANY DAMAGES TO EXISTING IRRIGATION.
29. THE CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC (M.O.T.) FOR ANY WORK PERFORMED ON PUBLIC RIGHT-OF-WAY. NOTIFY CITY 48 HOURS PRIOR TO BEGIN WORK. M.O.T. WORK SHALL BE AS PER FDOT INDEX NO. 600S SERIES.

DEMOLITION NOTES

1. DRAIN, PURGE, OR OTHERWISE REMOVE, COLLECT, AND DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES, OR OTHER DANGEROUS MATERIALS BEFORE PROCEEDING WITH DEMOLITION OPERATIONS.
2. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
3. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER, THE TOWN AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.
4. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
5. ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
6. FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.
7. DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN, USING POWER-DRIVEN MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.
8. ALL EXISTING UTILITY MV COVERS, ELECTRICAL BOXES, METER BOXES, METERS, DRAINAGE STRUCTURES, ETC. WITHIN PROPOSED AREAS OF IMPROVEMENTS SHALL BE ADJUSTED TO GRADE ELEVATION, UNLESS OTHERWISE NOTED.
9. ALL EXISTING STREET LIGHTING WILL REMAIN IN PLACE AND REMAIN IN SERVICE DURING CONSTRUCTION OPERATIONS. CONTRACTOR SHALL USE CARE TO ENSURE EXISTING CONDUIT, PULLBOXES, AND CONTROL ARE NOT DAMAGED DURING DEMOLITION OPERATIONS.

EARTHWORK NOTES

1. ALL TOPSOIL THAT IS SUITABLE FOR LANDSCAPING OR SODDING OPERATIONS MAY BE STOCKPILED NEARBY FOR SUCH USE IF APPROVED BY THE TOWN. TOP SOIL SHALL BE A MINIMUM OF 6" UNLESS OTHERWISE APPROVED BY TOWN
2. WHERE MUCK, ROCK, CLAY, OR OTHER MATERIAL WITHIN THE LIMITS OF CONSTRUCTION IS UNSUITABLE IN ITS ORIGINAL POSITION THE CONTRACTOR SHALL EXCAVATE SUCH MATERIAL IN ITS ENTIRETY AND BACKFILL WITH SUITABLE MATERIAL WHICH SHALL BE COMPACTED IN PLACE TO CONFORM TO THE REQUIRED GRADES AND SECTIONS AS SHOWN ON THE PLANS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE UNSUITABLE MATERIAL PRESENT ON-SITE AND REMOVE AND REPLACEMENT OF SAME AT HIS BID PRICE.
4. THE CONTRACTOR SHALL MAKE HIS OWN ESTIMATE ON THE VOLUME OF MATERIAL ACTUALLY REQUIRED TO OBTAIN THE CROSS SECTIONS OR GRADES AS SHOWN ON THE PLANS.
5. THE CONTRACTOR SHALL REMOVE ALL MUCK, YIELDING MATERIAL, ROOTS, VEGETATION AND OTHER DEGRADABLE MATERIAL IN ITS ENTIRETY, WITHIN THE REMOVAL LIMITS AND BELOW ALL STRUCTURES AND UTILITIES TO FULL EXCAVATION TRENCH WIDTH, SAID MATERIAL SHALL BE REPLACED WITH CLEAN ORGANIC FINE MATERIAL WITH ROCKS SMALLER THAN ONE INCH IN DIAMETER COMPACTED TO NOT LESS THAN 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-180 METHOD "D" WITH MAXIMUM LIFTS OF TWELVE INCHES COMPACTED THICKNESS.
6. TRENCH BACKFILL AND COMPACTION SHALL FOLLOW THE CONTRACT SPECIFICATIONS.
7. IF THE BOTTOM OF THE TRENCH IS ROCK, THE EXCAVATION SHALL BE CARRIED EIGHT INCHES BELOW THE INVERT OF THE PIPE AND BACKFILLED WITH THOROUGHLY COMPACTED SAND, GRAVEL, OR OTHER SUITABLE MATERIAL APPROVED BY THE ENGINEER.
8. ROCK EXCAVATION SHALL INCLUDE ANY ROCK ENCOUNTERED WHICH CANNOT BE REMOVED WITH A 3/4" VAD BACKHOE UNDER NORMAL OPERATING CONDITIONS. ROCK EXCAVATION SHALL BE INCIDENTAL TO CONSTRUCTION OF ALL PIPING SYSTEMS AND NOT SEPARATE PAYMENT WILL BE REQUIRED.
9. WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, TO BRACE OR SHORE THE SIDES OF THE TRENCH, SUCH BRACING OR SHORING SHALL BE CONSIDERED TO BE PART OF THE BID PRICE OF UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS REQUIRED.
10. THE CONTRACTOR SHALL FURNISH PUT IN PLACE AND MAINTAIN SUCH SHEETING, BRACING, AS MAY BE REQUIRED TO SUPPORT THE SIDE OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES.
11. IF FIELD CONDITIONS, TYPE OF SHEETING OR CONSTRUCTION METHODS MAKE REMOVAL OF SHEETING IMPRACTICABLE, AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR MAY LEAVE SHEETING IN PLACE. THE ENGINEER MAY REQUIRE SHEETING TO BE CUT OUT AND RE-SHEETED ALTERNATELY BUT IN NO CASE WILL ANY SHEETING BE LEFT CLOSER THAN TWO (2) FEET BELOW THE NATURAL SURFACE, NOR CUT OFF BELOW THE ELEVATION OF THE TOP OF THE PIPE.
12. AFTER PIPES, STRUCTURES, AND OTHER APPURTENANCES HAVE BEEN INSTALLED, THE TRENCH OR OPENING SHALL BE BACKFILLED WITH MATERIAL IN CONFORMANCE WITH THE SPECIFICATION.
13. IN AREAS WHERE PAVEMENTS ARE TO BE CONSTRUCTED OVER THE PIPE, THE REMAINDER OF THE TRENCH SHALL BE PLACED IN SIX INCH LAYERS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 100 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY METHOD 699. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING DAMAGE FROM SETTLEMENT IN THE BACKFILLED AREAS WHETHER UNDER THE PAVEMENT OR OTHERWISE.
14. IN AREAS WHERE NO PAVEMENT IS TO BE CONSTRUCTED, THE BACKFILL ABOVE THE TWELVE INCH LINE ABOVE THE PIPE SHALL BE COMPACTED TO A FIRMNESS APPROXIMATELY EQUAL TO THAT OF THE SOIL ADJACENT TO THE PIPE TRENCH.
15. SEE SOILS EVALUATION OF THE PROJECT AREA ON GEOTECHNICAL INVESTIGATION REPORT PERFORMED BY NUTTING ENGINEERS OF FLORIDA, INC. SEPTEMBER 2012. PROJECT NO. 768.27 (PHONE 305-557-3083)

PAVING AND GRADING NOTES

- UNDERGROUND UTILITIES SHALL BE COMPLETED OR SLEEVING PROVIDED BEFORE ANY PAVEMENT CONSTRUCTION BEGINS.
2. ALL PAVEMENT SUBGRADE MATERIAL SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE. AASHTO T-180, METHOD "D" AND SHALL CONFORM TO THE REQUIREMENTS OF F.O.D.T. SPECIFICATIONS, SECTION 120. THE TEST RESULTS SHALL BE ACCEPTED BY THE TOWN PRIOR TO PLACEMENT OF BASE MATERIAL.
3. THE CONSTRUCTION AND THE MATERIAL FOR THE SHELLROCK BASE SHALL CONFORM TO THE REQUIREMENTS OF F.O.D.T. SPECIFICATIONS, SECTION 230. THE SHELLROCK BASE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE. AASHTO T-180, METHOD "D". THE ENGINEER SHALL SPECIFY THE LOCATION AND NUMBER OF DENSITY TESTS REQUIRED. TOWN OF PUBLIC WORKS DEPARTMENT STANDARDS REQUIRE DENSITY TESTS AT 25' O.C. THE TEST RESULTS SHALL BE ACCEPTED BY THE TOWN AND ENGINEER PRIOR TO APPLICATION OF THE PRIME AND TACK COATS.
4. THE PRIME AND TACK COAT CONSTRUCTION AND MATERIALS FOR THE PRIME AND TACK COATS SHALL CONFORM TO THE REQUIREMENTS OF F.O.D.T. STATE SPECIFICATIONS, SECTION 230. THE PRIME AND TACK COATS SHALL BE APPLIED PRIOR TO CONSTRUCTION OF THE SUBGRADE. THE ASPHALT SURFACE COURSE AND THE BASE SHALL BE SANDED AND ROLLED IN ACCORDANCE WITH SECTION 300. APPLICATION RATES SHALL BE 1.5 GALS/SY FOR LIMEROCK BASE AND 0.25 GALS/SY FOR SHELLROCK BASE.
5. ASPHALTIC CONCRETE SURFACE COURSE SHALL BE AS SHOWN ON THE PLANS. THE MATERIALS FOR THE ASPHALT CONCRETE SURFACE COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.O.D.T. STANDARD SPECIFICATIONS, SECTION 331. AMOUNT OF RECLAIMED ASPHALT PAVEMENT(RAP) MATERIAL IN THE MIX SHALL BE LIMITED TO A MAXIMUM OF 20 PERCENT BY WEIGHT OF TOTAL AGGREGATES.
6. THE MATERIAL TO BE USED AS A STABILIZER SHALL BE SOIL OF HIGH BEARING VALUE SUCH AS, SAND-CLAY, GROUND LIMESTONE, CRUSHED LIMEROCK, CYSTOLITE, ROLLER SCREENINGS, OR ANY OTHER MATERIAL, WHICH IS SUITABLE FOR STABILIZATION. MUCK SHALL NOT BE USED AS STABILIZING MATERIAL.
7. ALL GRADES SHOWN REFER TO FINISHED ASPHALT PAVEMENT UNLESS OTHERWISE NOTED.
8. MATERIAL HAVING A PLASTICITY INDEX AT MORE THAN 10 OR A LIQUID LIMIT GREATER THAN 40 SHALL NOT BE USED. ALL MATERIAL USED FOR STABILIZING THE ROADBED SHALL PASS A 3/12- INCH RING.
9. WHERE THE BEARING VALUE OF THE EXISTING SUBGRADE IS ADEQUATE WITHOUT ADDITION OF STABILIZING MATERIAL, THE SUBGRADE SHALL BE SCARIFIED AND DICED, HARROWED, BLODED, OR TILLED FOR REMOVAL OF BOULDERS, ROOTS, ETC. WHERE THE SUBGRADE IS UNIFORM AND OF ADEQUATE MATERIAL TO THE 15' DEPTH, AND THE DEPTH OF REQUIRED STABILIZATION, THE COMPACTED SUBGRADE SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN ON THE PLANS.
10. CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT AT THE LIMITS OF REMOVAL OF EXISTING PAVEMENT AND WHEN NEW PAVEMENT CONSTRUCTION MEETS EXISTING PAVEMENT. MEET AND MATCH SHALL ALSO MEAN SAW CUT AND MATCH.
11. THE SUBGRADE TO BE STABILIZED MAY BE PROCESSED IN ONE COURSE, UNLESS THE EQUIPMENT AND METHODS BEING USED DO NOT PROVIDE THE REQUIRED UNIFORMITY, PARTICLE SIZE LIMITATION, COMPACTION AND OTHER DESIGNED RESULTS. IN WHICH CASE, THE TOWN WILL DIRECT THAT THE PROCESSING BE DONE IN MORE THAN ONE COURSE.
12. PRIOR TO THE BEGINNING OF STABILIZING OPERATIONS, THE AREA TO BE STABILIZED SHALL HAVE BEEN CONSTRUCTED TO THE POINT OF CONSTRUCTION SUCH THAT UPON COMPLETION OF STABILIZING OPERATIONS, THE COMPLETED STABILIZED SUBGRADE SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN IN THE PLANS, PRIOR TO THE SPREADING OF ANY ADDITIVE STABILIZING MATERIAL. THE SURFACE OF THE ROADBED SHALL BE BROUGHT TO A PLACE APPROXIMATELY PARALLEL TO THE PLANE OF THE PROPOSED FINISHED SURFACE.
13. THE STABILIZING MATERIAL SHALL BE APPLIED IN SUCH QUANTITY AS IS NECESSARY TO PRODUCE THE REQUIRED BEARING VALUE. IT SHALL BE INCORPORATED WITH THE SUBGRADE BY FLOWING, DICING, HARROWING, BLADING OR MIXING WITH THE TOP 12 INCHES UNIFORM TO THE 15' DEPTH. THE MIXING SHALL BE FOR THE FULL WIDTH AND DEPTH OF THE COURSE BEFORE COMPACTION. REGARDLESS OF THE CHARACTER OR BEARING VALUE, ALL MATERIALS IN THE STABILIZING COURSE THAT WILL NOT PASS A 3/12" RING SHALL BE REMOVED OR BROKEN DOWN TO A SIZE NOT LARGER THAN 3/12- INCHES.
14. COMPACTION SHALL BE ACCOMPLISHED BY ROLLING WITH ANY TYPE OF EQUIPMENT WHICH WILL PRODUCE THE REQUIRED DENSITY. COMPACTION SHALL CONTINUE UNTIL THE ENTIRE DEPTH TO BE STABILIZED HAS A DENSITY OF NOT LESS THAN 98 PERCENT OF THE MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T-180. FIELD DENSITY TESTS SHALL BE MADE AT INTERVALS NOT GREATER THAN 50 FEET IN EACH COURSE OR LAYER.
15. THE LIMEROCK SHALL BE TRANSPORTED TO THE POINT WHERE IT IS TO BE USED OVER BASE PREVIOUSLY PLACED, IF PRACTICABLE, AND DUMPED ON THE END OF THE PROCEEDING SPREAD. HAULING OVER THE SUBGRADE AND DUMPING ON THE SUBGRADE WILL BE PERMITTED ONLY WHEN IN THE TOWNS' OPINION THESE OPERATIONS WILL NOT BE DETRIMENTAL TO THE BASE.
16. THE LIMEROCK SHALL BE SPREAD UNIFORMLY, WITH EQUIPMENT ACCEPTABLE TO THE ENGINEER, ALL SEGREGATED OR OTHERWISE UNACCEPTABLE AREAS SHALL BE REMOVED AND REPLACED WITH PROPERLY GRADED ROCK. AFTER SPREADING IS COMPLETED, THE ENTIRE SURFACE SHALL BE SCARIFIED AND THEN SHAPED SO AS TO PRODUCE THE REQUIRED GRADE, THICKNESS AND CROSS-SECTION AFTER COMPACTION. LIFTS SHALL HAVE A MAXIMUM COMPACTED THICKNESS OF SIX INCHES.
17. COMPACTION SHALL BE ACCOMPLISHED AT OPTIMUM MOISTURE, WHEN THE MATERIAL DOES NOT HAVE THE PROPER MOISTURE CONTENT TO INSURE THE REQUIRED DENSITY. WETTING OR DRYING WILL BE REQUIRED. ADDED WATER SHALL BE UNIFORMLY MIXED TO THE FULL DEPTH OF THE COURSE WHICH IS BEING COMPACTED.
18. BEFORE ANY BITUMINOUS MATERIAL IS APPLIED, ALL LOOSE MATERIAL, DUST, DIRT, CAKED SALT AND FOREIGN MATERIAL, WHICH MIGHT PREVENT PROPER BOND WITH EXISTING SURFACE SHALL BE REMOVED FOR THE FULL WIDTH OF THE APPLICATION. PARTICULAR CARE SHALL BE TAKEN TO CLEAN THE OUTER EDGE OF THE STRIP TO BE TREATED IN ORDER TO ENSURE BOND TO THE PAVEMENT. THE PRIME AND TACK COATS SHALL BE APPLIED TO THE PRIME AND TACK COAT OR VALLEY GUTTER, SUCH CONCRETE SURFACES ARE TO BE PROTECTED AND KEPT FREE OF BITUMINOUS MATERIAL.
19. NO BITUMINOUS MATERIAL SHALL BE APPLIED WHEN THE TEMPERATURE OF THE AIR IS LESS THAN 40 DEGREES F IN THE SHADE AND FALLING, OR WHEN IN THE OPINION OF THE TOWN, THE WEATHER CONDITIONS OR THE CONDITION OF THE EXISTING SURFACE IS UNSUITABLE.
20. THE SURFACE TO BE PRIMED SHALL BE CLEAN AND DRY FOR LIMEROCK BASES. THE GLAZED FINISH SHALL BE REMOVED BEFORE THE APPLICATION OF PRIME COAT.
21. WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH EXISTING PAVEMENT.

PAVEMENT MARKINGS AND SIGNAGE

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND IN COMPLIANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 711 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS."
2. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "ROADWAY AND TRAFFIC DESIGN STANDARDS," LATEST EDITION, AND TO THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," LATEST EDITION.
3. ALL EXISTING MARKINGS IN CONFLICT WITH THE PROPOSED DESIGN SHALL BE REMOVED.
4. TRAFFIC SIGNS:
 - A. MATERIALS: FOLLOW SECTION 700 OF THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," LATEST EDITION, AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) BY THE U.S. DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
 - B. PLACEMENT: IN ACCORDANCE WITH PART 2 OF THE MUTCD.
5. ALL TRAFFIC CONTROL SIGNAGE, EQUIPMENT AND MATERIALS TO BE APPROVED BY MIAMI-DADE PUBLIC WORKS DEPARTMENT TRAFFIC SIGNALS AND SIGNS DIVISION PRIOR TO INSTALLATION.

ABBREVIATIONS

- | | |
|---------|-------------------------------|
| ABN | ABANDONED |
| AT&T | AT&T TELEPHONE LINE |
| B | BOTTOM OF STRUCTURE |
| C.B. | CURBED CABLE |
| CATV | CABLE BASIN |
| C.D. | CLEAN OUT |
| CONC. | CONCRETE |
| ELEC | BURIED ELECTRICAL |
| ELEV | ELEVATION/CONDITIONS |
| FIBR | FIBER OPTIC |
| GAS | GAS |
| FM | FORCE MAIN |
| INV. | INVERT |
| L | LINEAR FOOT |
| MANHOLE | MANHOLE |
| OVHD | OVERHEAD UTILITY LINE |
| P | PROPOSED |
| PROP. | PROPOSED GRADING AND DRAINAGE |
| PPP | POLLUTION PREVENTION PLAN |
| RW | RIGHT OF WAY |
| SAN | SANITARY |
| SAN FM | SANITARY FORCE MAIN |
| SD | STORM DRAIN |
| SWK | SIDEWALK |
| T.P. | TOP OF PIPE |
| TYP. | TYPICAL |
| W | WATER MAIN |
| W.H. | WEIR HEAD |

DATUM INFORMATION

ALL ELEVATIONS SHOWN ON THE
CONSTRUCTION DRAWINGS ARE BASED ON
NGVD 1929 DATUM. 0.00' NGVD 29 IS
EQUIVALENT TO (-) 1.562' NAVD 88.



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

FOR:

WINDMILL GATE ROADWAY IMPROVEMENTS

GENERAL NOTES AND SPECIFICATIONS

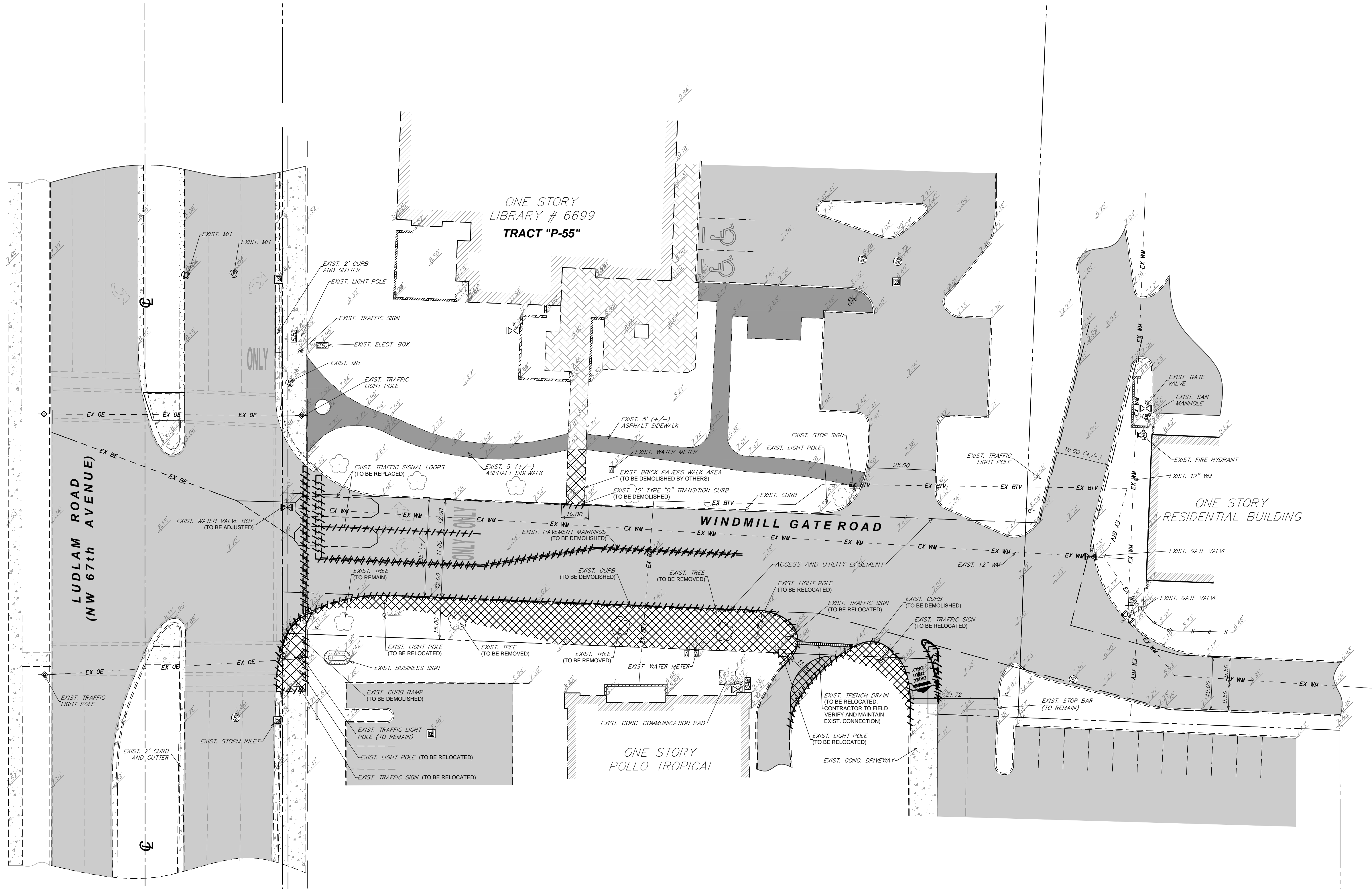
Date: 5/21/2018

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GN-01

PROJECT NO. 143.009

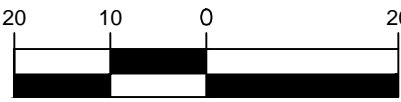
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LEGAL DESCRIPTION: (ACCESS AND UTILITY EASEMENT)

A PARCEL OF LAND BEING THAT PORTION OF ACCESS AND UTILITY EASEMENT AS SHOWN AS PART OF TRACT "P-55" OF MIAMI LAKES WINDMILL GATE SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PLAT BOOK 103, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF TRACT "A" OF MIAMI LAKES WINDMILL GATE SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE N00°00'36"W ALONG THE WEST LINE OF SAID TRACT "P-55" FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°00'36"W ALONG THE WEST LINE OF SAID TRACT "P-55" FOR A DISTANCE OF 38.03 FEET THENCE S87°43'02"E ALONG THE NORTH LINE OF SAID ACCESS AND UTILITY EASEMENT FOR A DISTANCE OF 270.62 FEET TO THE EAST LINE OF SAID TRACT "P-55"; THENCE S02°17'48"W ALONG THE EAST LINE OF SAID TRACT "P-55" FOR A DISTANCE OF 53.16 FEET THENCE N74°41'15"W FOR A DISTANCE OF 76.12 FEET THENCE N87°43'02"W ALONG A LINE 15 FEET NORTH AND PARALLEL WITH THE NORTH LINE SAID TRACT "A" AND THE SOUTH LINE OF SAID ACCESS AND CONTAINING 10,353 SQ. FT. 0.24 ACRES+/-.

SCALE



1 INCH = 20 FEET

NOTES

EXISTING CONDITIONS NOTES:

- EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY PROVIDED BY JOHN IBARRA & ASSOCIATES, INC., SURVEY NUMBER 16-00086-1 ON THE 3/17/2016. ADDITIONAL INFORMATION WAS OBTAINED FROM AS-BUILTS AND RECORD DRAWINGS PROVIDED BY UTILITY COMPANIES, G.I.S. INFORMATION AND FIELD VISITS.
- ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).
- CONTRACTOR IS TO PROTECT ALL EXISTING TREES, SIGNS, AND ABOVE GROUND UTILITIES NOT IMPACTED BY THIS PLAN.

DEMOLITION NOTES:

- DO NOT START DEMOLITION WORK UNTIL UTILITY DISCONNECTING AND SEALING HAVE BEEN COMPLETED AND VERIFIED IN WRITING.
- BEFORE PROCEEDING WITH DEMOLITION OPERATIONS THE CONTRACTOR IS TO DRAIN, PURGE, OR OTHERWISE REMOVE, COLLECT, AND DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES, OR OTHER DANGEROUS MATERIALS.
- CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
- DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN USE FACILITIES WITHOUT PERMISSION FROM OWNER, THE TRIBE AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.
- CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.
- ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, BARRIERS, RAILINGS, ETC., WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
- ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
- FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.
- DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN, USING POWER-DRIVEN MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.
- INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER; HOWEVER, THIS INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER, AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES, BY EVERY MEANS POSSIBLE, TO DETERMINE SAID LOCATIONS AND THE LOCATIONS OF RECENT ADDITIONS TO THE SYSTEMS NOT SHOWN.
- REMOVAL, DEMOLITION, HAULING, AND DISPOSAL SHALL COMPLY WITH REGULATIONS BY F.D.E.P., E.P.A., AND ANY OTHER AUTHORITY HAVING JURISDICTION.
- REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- ALL EXISTING PATHWAY AND STREET LIGHTING WILL REMAIN IN PLACE AND REMAIN IN SERVICE DURING CONSTRUCTION OPERATIONS. CONTRACTOR SHALL USE CARE TO ENSURE EXISTING.
- CONTRACTOR SHALL COORDINATE WITH THE CITY PUBLIC WORKS ENGINEER AND FP&L FOR THE RELOCATION OF THE EXISTING LIGHT POLES.

LEGEND



DATUM INFORMATION

ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON NGVD 1929 DATUM. 0.00' NGVD 29 IS EQUIVALENT TO (-) 1.562' NAVD 88.



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

(Check positive response codes before you dig!)

DESIGNER: GM	5	NO	DATE
DRAWN BY: JH/AA	4		
CHECKER: PJD	3		
SCALE: AS SHOWN	2		
REVISION	1		
BY			

2103 Coral Way,
Suite 401
MIAMI, FL 33145
Tel: (786) 497-1500
Fax: (786) 497-2300

CHEN-MOORE & ASSOCIATES

MIAMI LAKES
Growing Beautifully

FOR:

WINDMILL GATE ROADWAY IMPROVEMENTS

EXISTING CONDITION AND DEMOLITION PLAN

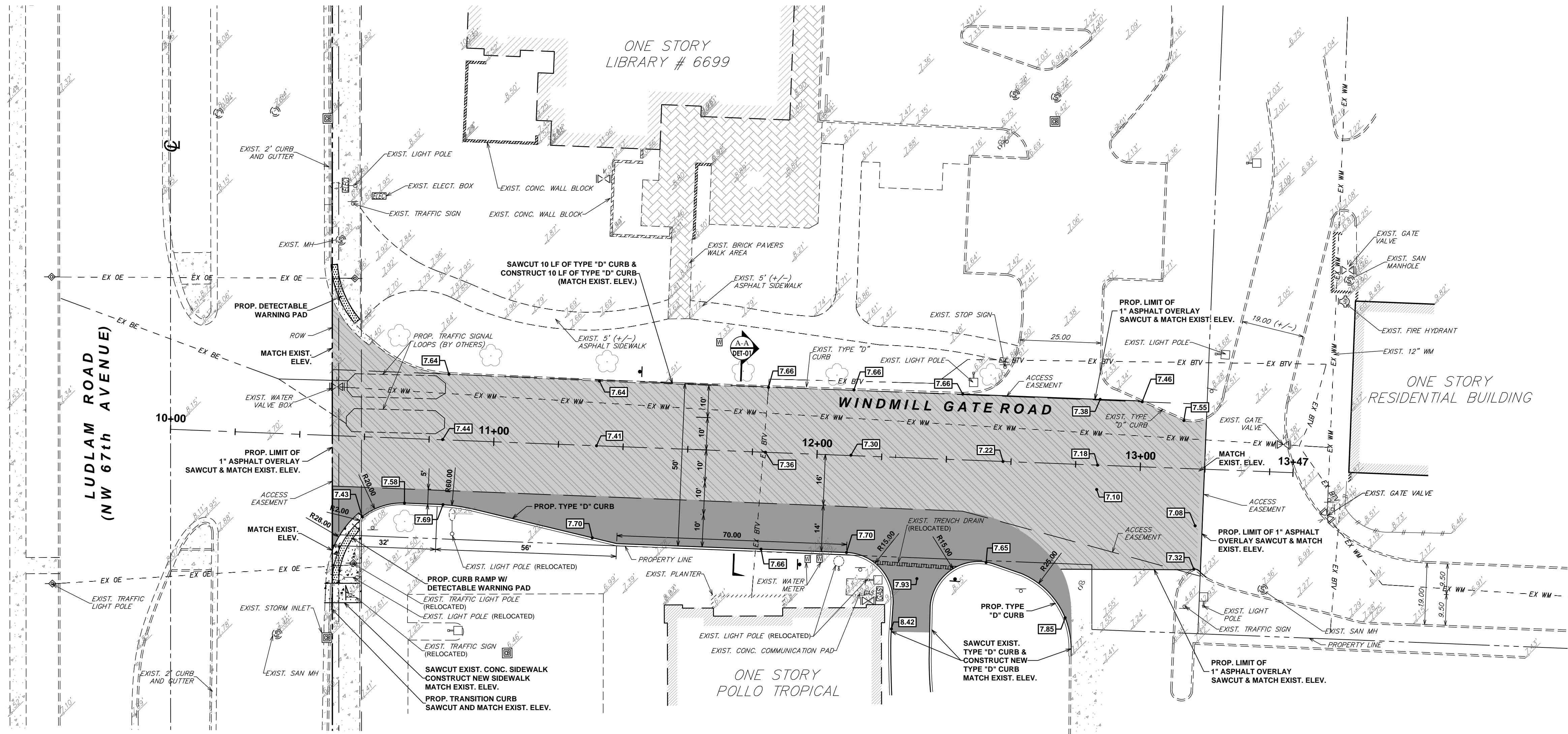
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Sheet: 03 of 8

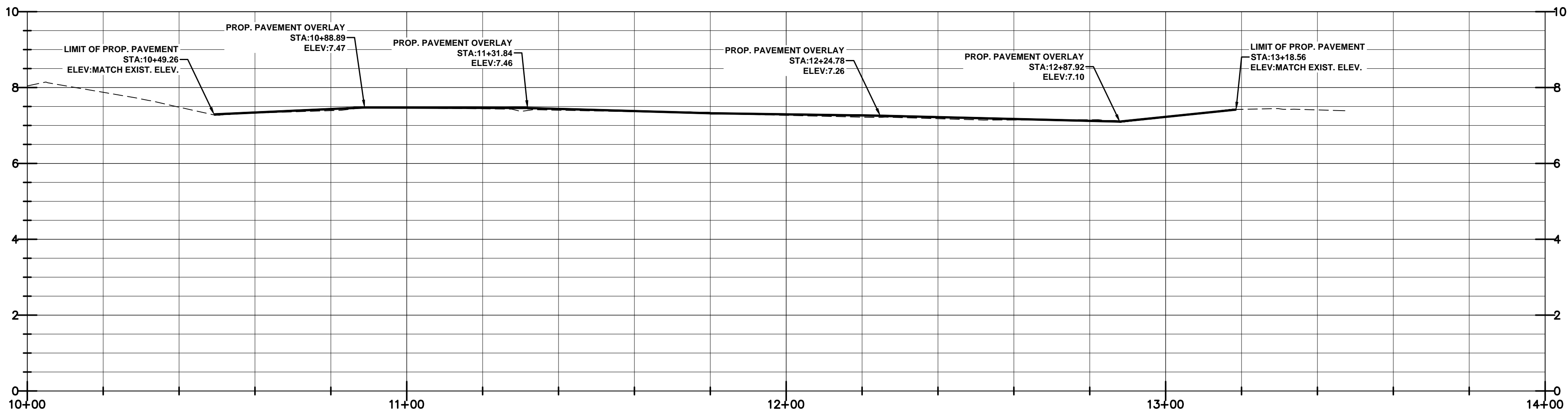
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PROJECT NO: 143-009

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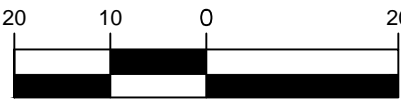


CONTRACTOR TO COORDINATE WITH MIAMI-DADE COUNTY PUBLIC WORKS TRAFFIC DIVISION REPLACEMENT OF TRAFFIC LOOPS



WINDMILL GATE ROAD ALIGNMENT
VERT. SCALE: 1" = 2'
HOR. SCALE: 1" = 20'

SCALE



NOTES

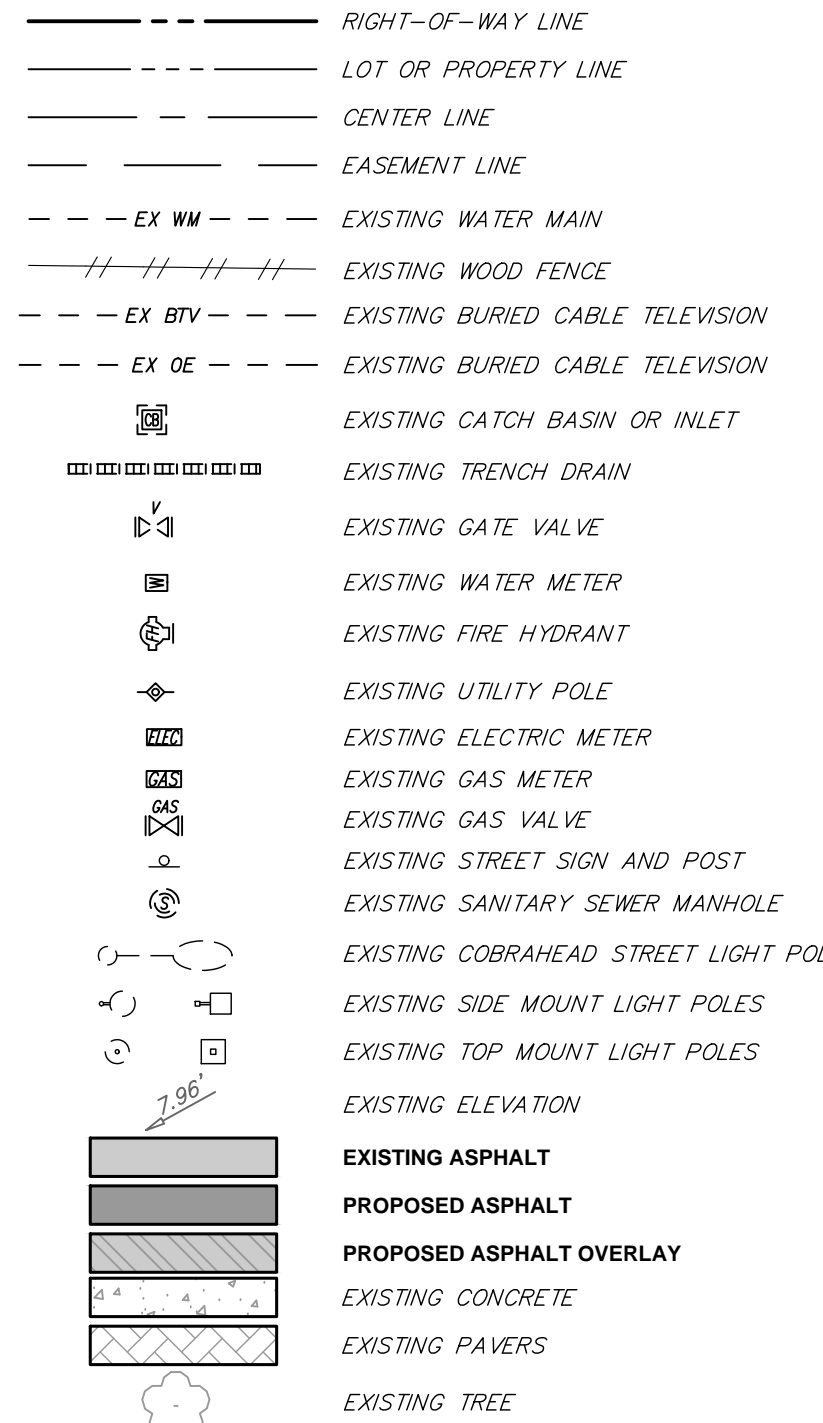
EXISTING CONDITIONS NOTES:

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- ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).
- CONTRACTOR IS TO PROTECT ALL EXISTING TREES, SIGNS, AND ABOVE GROUND UTILITIES NOT IMPACTED BY THIS PLAN.

GENERAL NOTES:

- ASPHALT WORK WITHIN THE RIGHT-OF-WAY SHALL BE CONSTRUCTED USING MATERIALS AND METHODS IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- AMOUNT OF RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL USED IN THE MIX SHALL BE LIMITED TO A MAXIMUM OF 20 PERCENT BY WEIGHT OF TOTAL AGGREGATE AND CONFORM TO ALL REQUIREMENTS OF THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) 'STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION'.
- CONTRACTOR TO MATCH EXISTING GRADE AT EDGE OF PAVEMENT FOR ALL INTERSECTING INTERSECTIONS, DRIVEWAYS OR APPROACHES TO PRIVATE PROPERTY. NO WORK IS TO BE CONDUCTED WITHIN THE DRIVEWAY OR APPROACH TO PRIVATE PROPERTY. CONTRACTOR TO EVALUATE EXISTING CONDITIONS AND MILL IF REQUIRED TO ACHIEVE A MINIMUM 1" ASPHALT OVERLAY AT EXISTING DRIVEWAY APPROACH CONNECTIONS.
- CONTRACTOR SHALL REMOVE AND RESTORE EXISTING LINEROCK BASE AT THE LOCATION INDICATED IN THE PLANS PRIOR TO COMMENCING ASPHALT PAVING.
- THE CONSTRUCTION AND THE MATERIAL FOR THE SHELLROCK BASE SHALL CONFORM TO THE LATEST EDITION OF F.D.O.T. SPECIFICATIONS, SECTION 230. THE SHELLROCK BASE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-180, METHOD "D", THE ENGINEER SHALL SPECIFY THE LOCATION AND NUMBER OF DENSITY TESTS REQUIRED. DENSITY TESTS SHALL BE TAKEN AT 25' O.C. AND SHALL BE ACCEPTED BY THE TOWN AND ENGINEER PRIOR TO APPLICATION OF THE PRIME AND TACK COAT.
- ALL ITEM DAMAGED BY THE CONTRACTOR AND ITS CREW DURING DEMOLITION AND CONSTRUCTION SHALL BE REPLACED AND RECONSTRUCTED TO ITS ORIGINAL CONDITION OR BETTER AT THE CONTRACTOR'S COST.
- CONTRACTOR SHALL COORDINATE WITH THE CITY PUBLIC WORKS ENGINEER AND FR&L THE RELOCATION OF THE EXISTING LIGHT POLES TO BE RELOCATED

LEGEND



DATUM INFORMATION

ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON NGVD 1929 DATUM. 0.00' NGVD 29 IS EQUIVALENT TO (-) 1.562' NAVD 88.



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

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CHECKER: PJD	3		
SCALE: AS SHOWN	2		
REVISION	1		
BY			

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Fax: (786) 497-2300

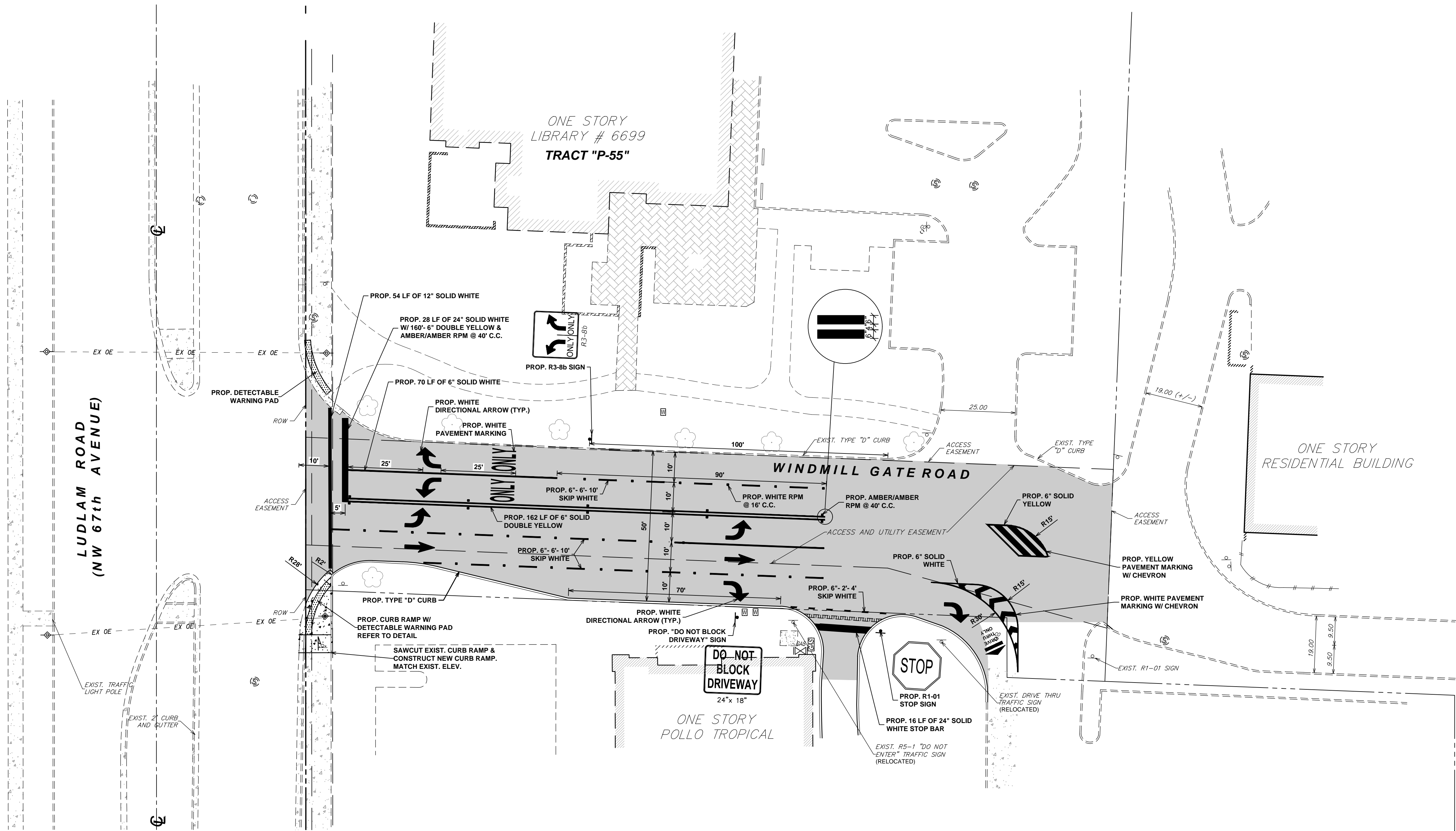
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ASSOCIATES

MIAMI LAKES
Growing Beautifully

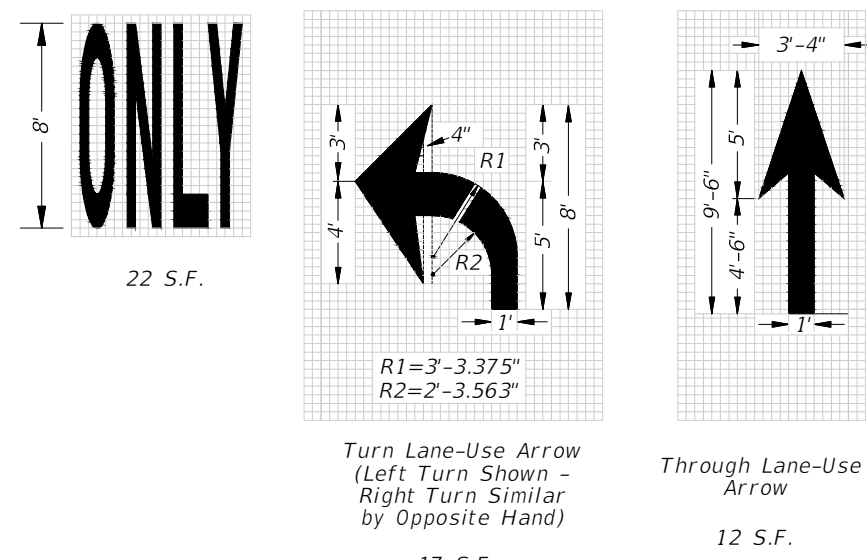
FOR:
WINDMILL GATE ROADWAY IMPROVEMENTS
ROADWAY PLAN AND PROFILE

Date: 5/21/2018
Sheet: 04 of 8
RPP-01
PROJECT NO 143.009

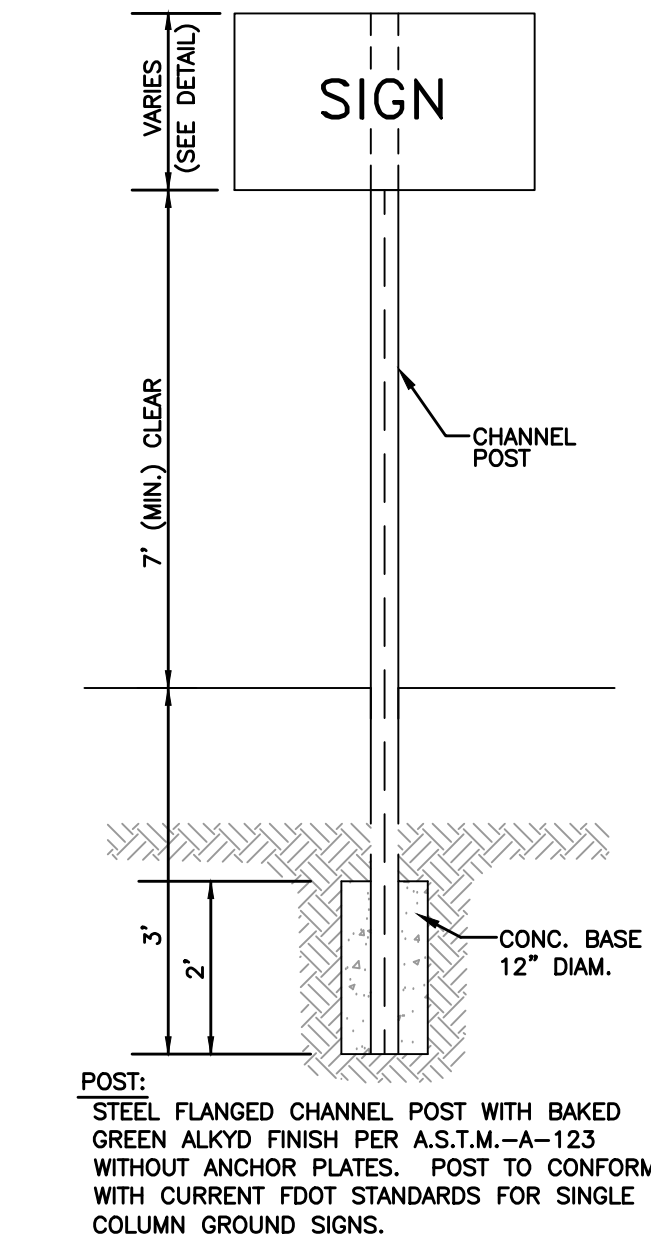
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CONTRACTOR TO COORDINATE WITH MIAMI-DADE COUNTY PUBLIC WORKS TRAFFIC DIVISION REPLACEMENT OF TRAFFIC LOOP

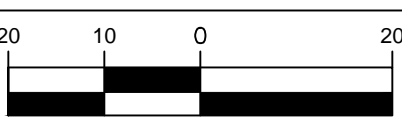


PAVEMENT MARKING DETAIL
N.T.S.



CHANNEL POST DETAIL
N.T.S.

SCALE



NOTES

EXISTING CONDITIONS NOTES:

- EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY PROVIDED BY JOHN IBARRA & ASSOCIATES, INC., SURVEY NUMBER 16-000986-1 ON THE 3/17/2016. ADDITIONAL INFORMATION WAS OBTAINED FROM AS-BUILTS AND RECORD DRAWINGS PROVIDED BY UTILITY COMPANIES, G.I.S. INFORMATION AND FIELD VISITS.
- ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).
- CONTRACTOR IS TO PROTECT ALL EXISTING TREES, SIGNS, AND ABOVE GROUND UTILITIES NOT IMPACTED BY THIS PLAN.

SIGNING AND MARKING NOTES:

- ALL PAVEMENT MARKING SHALL BE HOT APPLIED THERMOPLASTIC MANUFACTURED AND APPLIED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION SECTION 711, LATEST EDITION.
- BI-DIRECTIONAL YELLOW/YELLOW REFLECTIVE PAVEMENT MARKERS SHALL BE PROVIDED AT 40' INTERVALS CENTERED BETWEEN YELLOW SKIP STRIPES.
- ONE BI-DIRECTIONAL YELLOW/YELLOW REFLECTIVE MARKER SHALL BE PROVIDED AT 40' INTERVALS ON EACH SIDE OF DOUBLE YELLOW STRIPES.
- ONE BI-DIRECTIONAL YELLOW/YELLOW REFLECTIVE PAVEMENT MARKER SHALL BE PROVIDED AT EACH END OF 18" YELLOW STRIPES ON EACH SIDE OF DOUBLE YELLOW STRIPES.
- BI-DIRECTIONAL COLORLESS/RED REFLECTIVE PAVEMENT MARKERS SHALL BE PROVIDED AT 20' INTERVALS ALONG SOLID WHITE LINES (NOT ON EDGE OF PAVEMENT LINES).
- BI-DIRECTIONAL YELLOW/YELLOW REFLECTIVE PAVEMENT MARKERS SHALL BE PROVIDED AT 3' INTERVALS AT ALL BULLNOSES.
- ALL SIGNING, PAVEMENT MARKINGS AND PLACEMENT OF REFLECTIVE PAVEMENT MARKERS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES MANUAL (MUTCD), LATEST VERSION.
- REFLECTIVE PAVEMENT MARKERS SHALL BE CLASS B MARKERS MANUFACTURED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION 706, LATEST EDITION AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PROCEDURES.
- ALL SIGNS SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- ALL 'R1-1' & 'D3' SIGNS SHALL BE DIAMOND GRADE.
- THE PUBLIC ROADWAYS INDICATED IN THESE PLANS HAVE BEEN DESIGNED SUBSTANTIALLY IN ACCORDANCE WITH "THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS-STATE OF FLORIDA".
- METHOD OF REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE BY WATER JETTING OR SAND BLASTING.
- THE CONTRACTOR SHALL VERIFY PROPER STREET NAMES AND NUMBERS WITH AN APPROVED ADDRESS PLAN PRIOR TO ORDERING AND INSTALLING 'D3' SIGNS.

LEGEND

- RIGHT-OF-WAY LINE
- LOT OR PROPERTY LINE
- CENTER LINE
- EASEMENT LINE
- EX BTV --- EXISTING BURIED CABLE TELEVISION
- EX OE --- EXISTING BURIED CABLE TELEVISION
- EXISTING CATCH BASIN OR INLET
- EXISTING TRENCH DRAIN
- EXISTING GATE VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING UTILITY POLE
- EXISTING ELECTRIC METER
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING STREET SIGN AND POST
- EXISTING SANITARY SEWER MANHOLE
- EXISTING COBRAHEAD STREET LIGHT POLE
- EXISTING SIDE MOUNT LIGHT POLES
- EXISTING TOP MOUNT LIGHT POLES
- EXISTING ELEVATION
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED ASPHALT OVERLAY
- EXISTING CONCRETE
- EXISTING PAVERS
- EXISTING TREE

DATUM INFORMATION

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REVISION	1	NO	DATE

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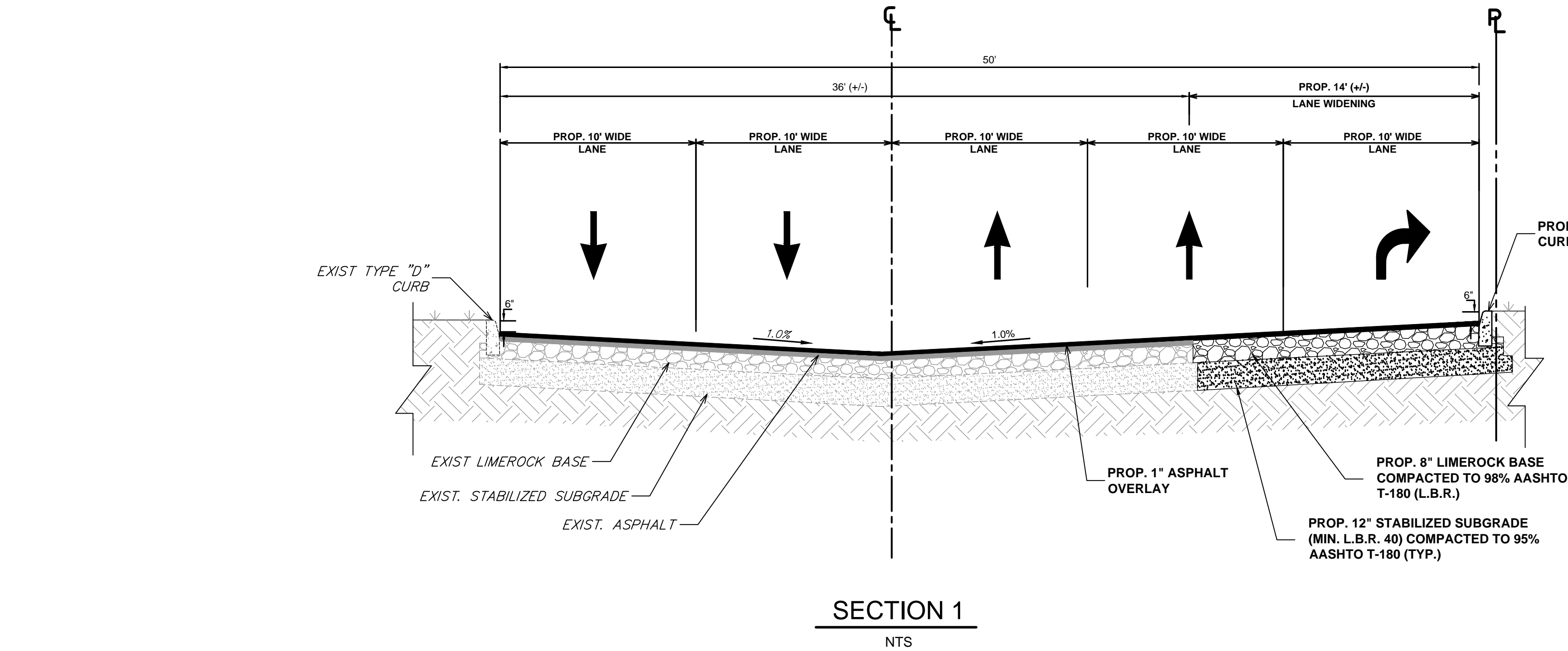
CHEN-MOORE & ASSOCIATES

MIAMI LAKES
Growing Beautifully

FOR: WINDMILL GATE ROADWAY IMPROVEMENTS
PAVEMENT MARKING AND SIGNAGE PLAN

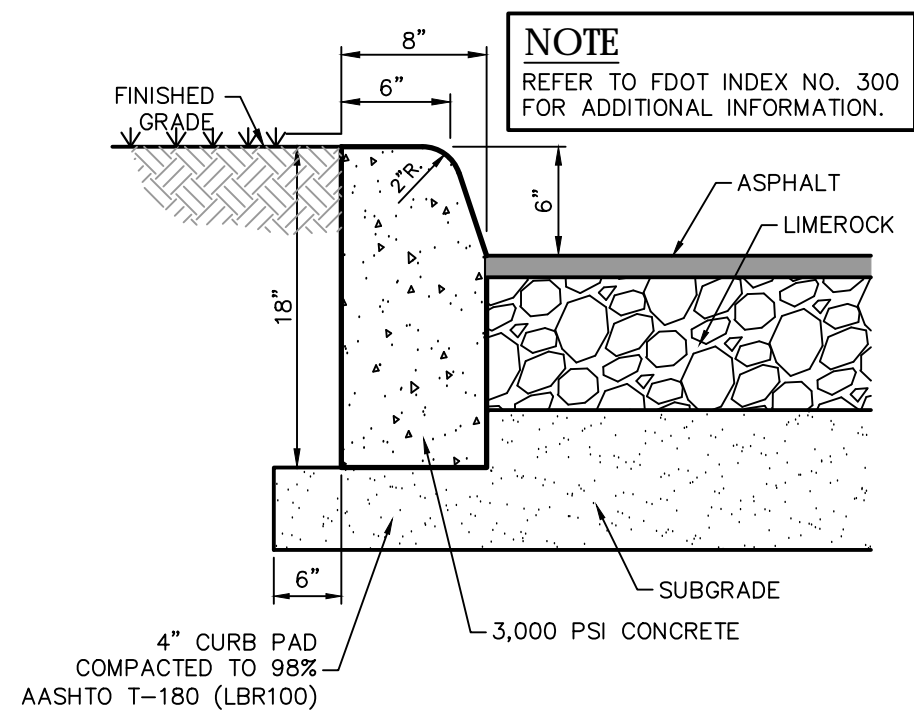
Date: 5/21/2018
Sheet: 06 of 8
Drawing: PM-01
PROJECT NO: 143-009

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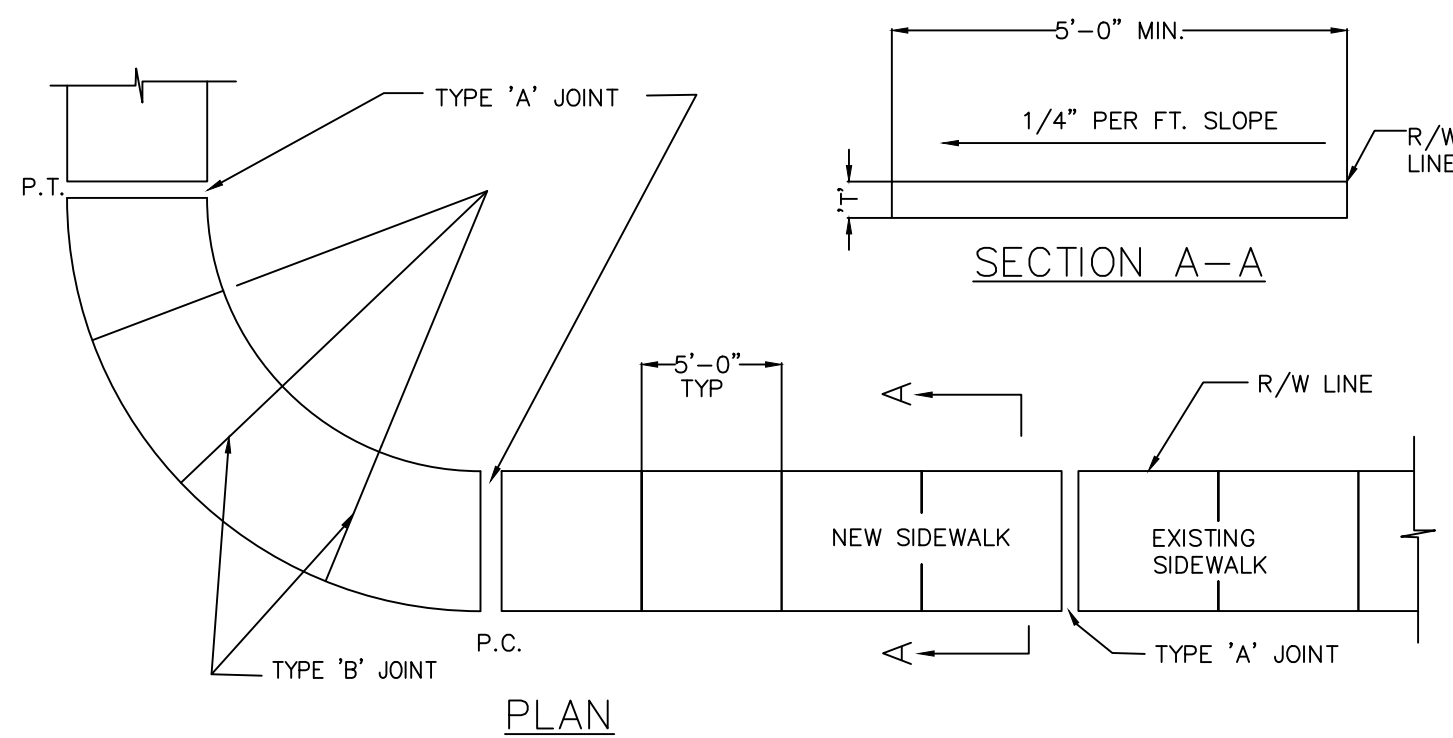
SECTION 1

NTS



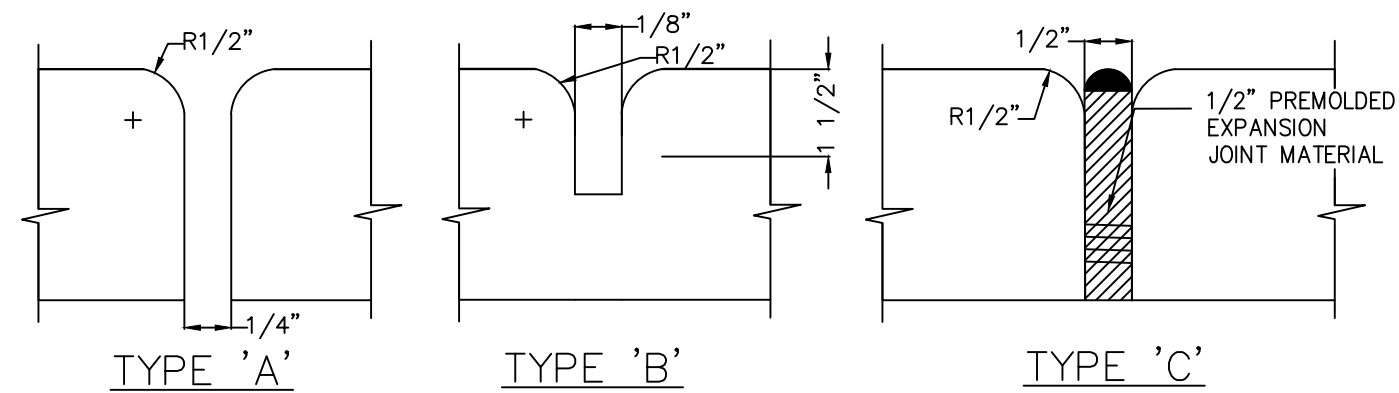
TYPICAL TYPE "D" CONCRETE CURB INSTALLATION

NTS



CONCRETE SIDEWALK PLAN DETAIL

NTS



CONCRETE SIDEWALK JOINT DETAIL

NTS

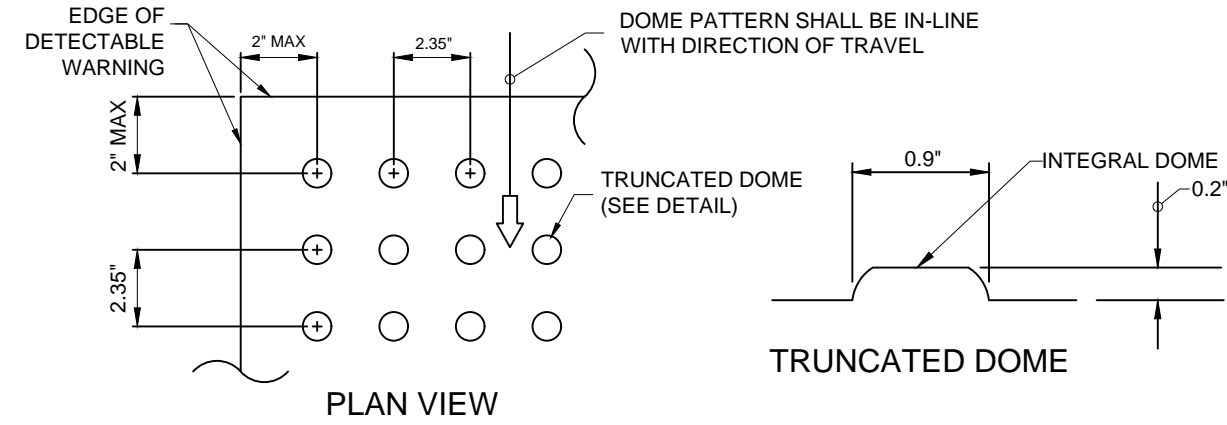
SIDEWALK JOINTS

TABLE SIDEWALK THICKNESS-'T'	
LOCATION	T
RESIDENTIAL AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	P.C. AND P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
'B'	5'-0" CENTER TO CENTER ON SIDEWALKS.
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.

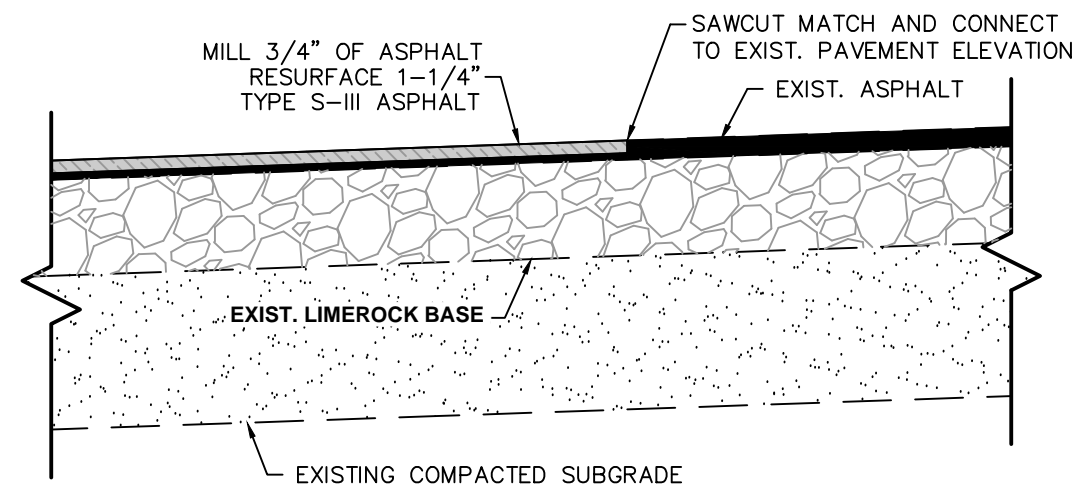
SIDEWALK CONSTRUCTION

NTS



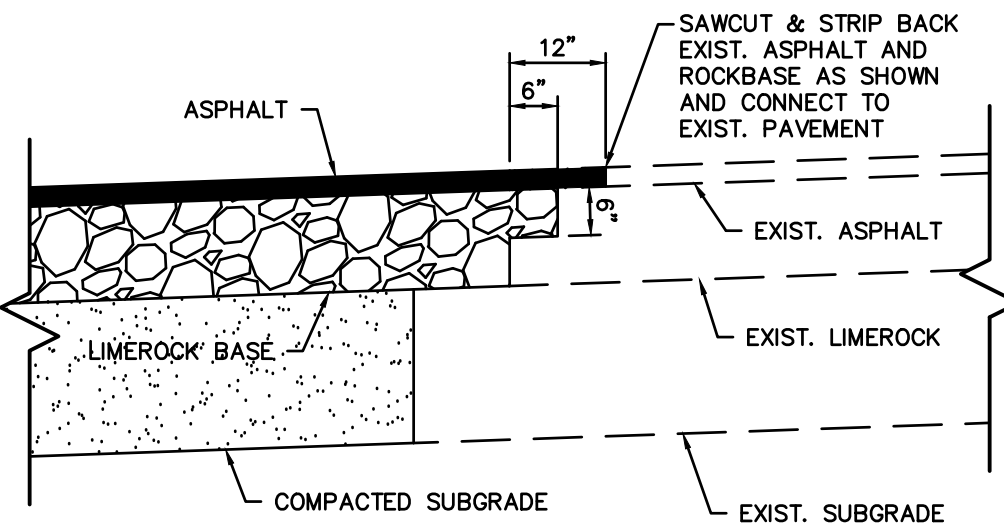
ADA DETECTABLE WARNING

NTS



MILLING AND RESURFACING DETAIL

NTS



CONNECTION TO EXISTING PAVEMENT DETAIL

NTS

PAVEMENT SPECIFICATIONS:

- SURFACE COURSE 1 1/2" TYPE S-III ASPHALT CONCRETE SURFACE COURSE PLACED ON SITE IN ONE (1) LIFT (PER F.D.O.T. SPEC. SECTION 320 AND 330).
- ROCK BASE: 8" LIMEROCK, PRIMED AND COMPACTED TO 98% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT PER AASHTO T-180 AND HAVING A MINIMUM L.B.R. OF 100. MINIMUM CALCIUM CARBONATES CONTENT SHALL BE 70% ROCK BASE TO EXTEND 6" BEYOND EDGE OF PAVEMENT OR BACK OF CURB. (PER F.D.O.T. SPECS SECTIONS 130 AND 200).
- SUBGRADE: 12" STABILIZED GRANULAR MATERIAL COMPACTED TO 98% MAX. DRY DENSITY AT OPTIMUM MOISTURE CONTENT PER AASHTO T-180. IF EXISTING MATERIAL PROVIDES MINIMUM L.B.R. OF 40, STABILIZATION IS NOT REQUIRED. SUBGRADE TO EXTEND 12" BEYOND EDGE OF PAVEMENT OR BACK OF CURB. (PER F.D.O.T. SPECS. SECTION 160). F.D.O.T. SPECS. DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.

WINDMILL GATE ROADWAY IMPROVEMENTS

ENGINEERING DETAILS AND SECTION

Date: 5/21/2018

Sheet: 06 of 8

DET-01

Drawing:

PROJECT NO. 143-009

FOR:

MIAMI LAKES
Growing Beautifully

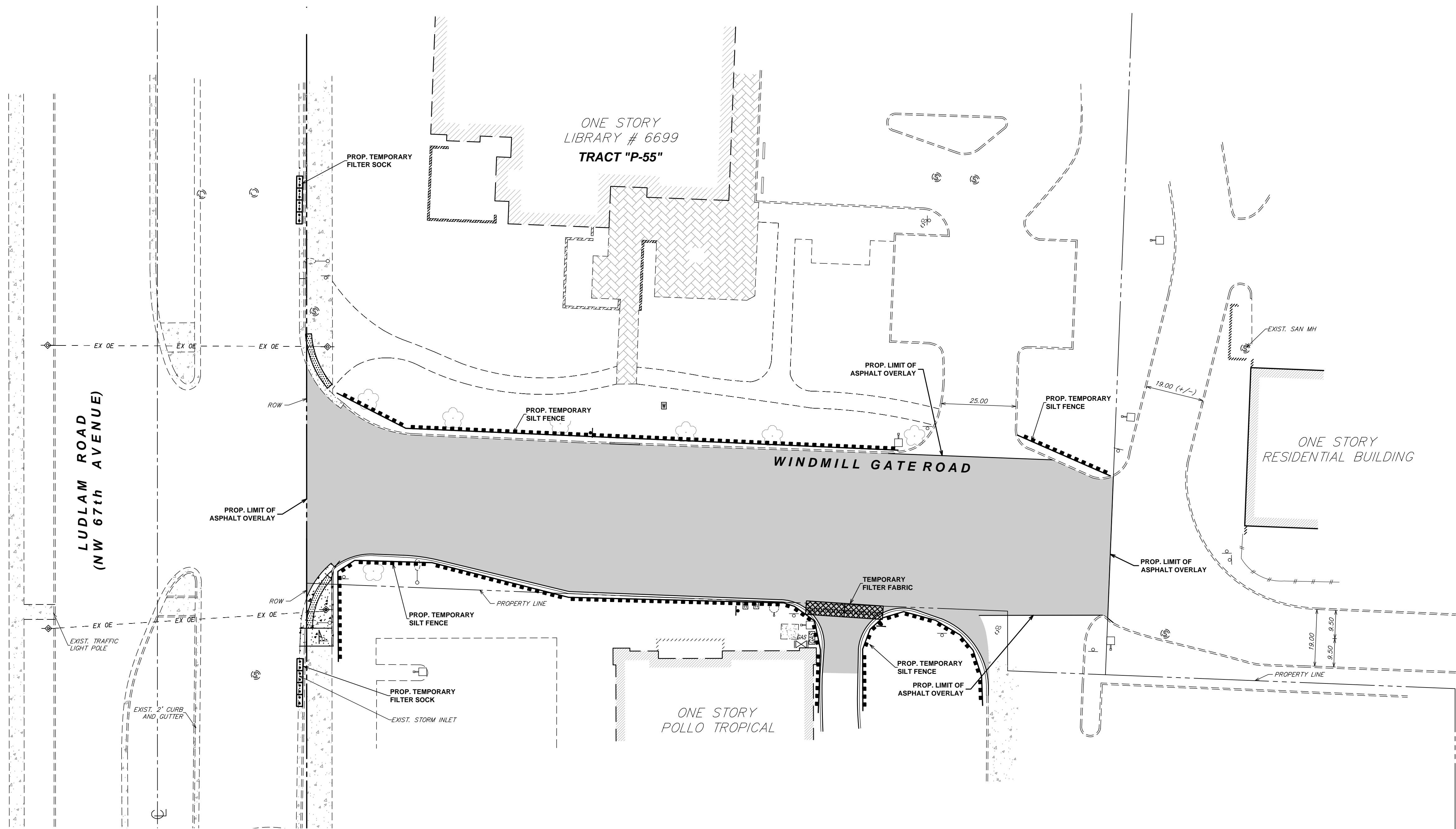
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Suite 401
Miami, FL 33145
Tel: (786) 497-1500
Fax: (786) 497-2300

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DRAWN BY: JH/AA
CHECKER: PJD
SCALE: AS SHOWN

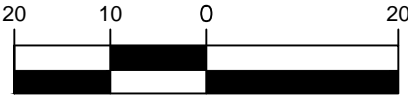
JOSE L. ACOSTA, P.E.
Professional Engineer
FL Reg. No. 15827

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SCALE



1 INCH = 20 FEET

NOTES

EXISTING CONDITIONS NOTES:

- EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY PROVIDED BY JOHN IBARRA & ASSOCIATES, INC. SURVEY NUMBER 16-000986-1 ON THE 3/17/2016. ADDITIONAL INFORMATION WAS OBTAINED FROM AS-BUILTS AND RECORD DRAWINGS PROVIDED BY UTILITY COMPANIES, G.I.S. INFORMATION AND FIELD VISITS.
- ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).
- CONTRACTOR IS TO PROTECT ALL EXISTING TREES, SIGNS, AND ABOVE GROUND UTILITIES NOT IMPACTED BY THIS PLAN.

POLLUTION PREVENTION AND EROSION CONTROL NOTES:

- CONTRACTOR SHALL PROTECT ALL EXISTING LIGHT POLES, TREES AND OTHER SITE FEATURES TO REMAIN DURING AND AFTER CONSTRUCTION. ANY DAMAGE OBSERVED DURING AND AFTER CONSTRUCTION PERIOD SHALL BE REPAIRED/REPLACED AT CONTRACTOR'S OWN EXPENSE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MINIMIZING THE IMPACT OF WIND AND DUST DURING CONSTRUCTION BY USE OF WATER TRUCK TO PERIODICALLY WET/DAMPENED SITE AREAS HAVING EXPOSED SOILS
- CONTRACTOR SHALL VISIT THE SITE AFTER COMPLETION TO REMOVE ALL TEMPORARY SILT FENCE, WOVEN FILTER FABRIC (OR APPROVED EQUAL) AND ALL OTHER POLLUTION PREVENTION ITEM INSTALLED WITHIN DRAINAGE STRUCTURES.

LEGEND

- RIGHT-OF-WAY LINE
- LOT OR PROPERTY LINE
- CENTER LINE
- EASEMENT LINE
- EXISTING WOOD FENCE
- EX BTV --- EXISTING BURIED CABLE TELEVISION
- EX OE --- EXISTING BURIED CABLE TELEVISION
- EX WM --- EXISTING WATER MAIN
- TEMPORARY SILT FENCE
- TEMPORARY FILTER SOCK
- TEMPORARY FILTER FABRIC INLET/TRENCH DRAIN PROTECTION
- EXISTING CATCH BASIN OR INLET
- EXISTING TRENCH DRAIN
- EXISTING GATE VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING UTILITY POLE
- EXISTING ELECTRIC METER
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING STREET SIGN AND POST
- EXISTING SANITARY SEWER MANHOLE
- EXISTING COBRAHEAD STREET LIGHT POLE
- EXISTING SIDE MOUNT LIGHT POLES
- EXISTING TOP MOUNT LIGHT POLES
- EXISTING ELEVATION
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED ASPHALT OVERLAY
- EXISTING CONCRETE
- EXISTING PAVERS
- EXISTING TREE

DATUM INFORMATION

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				5			

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JOSE L. ACOSTA, P.E. FL Reg. No. 15327

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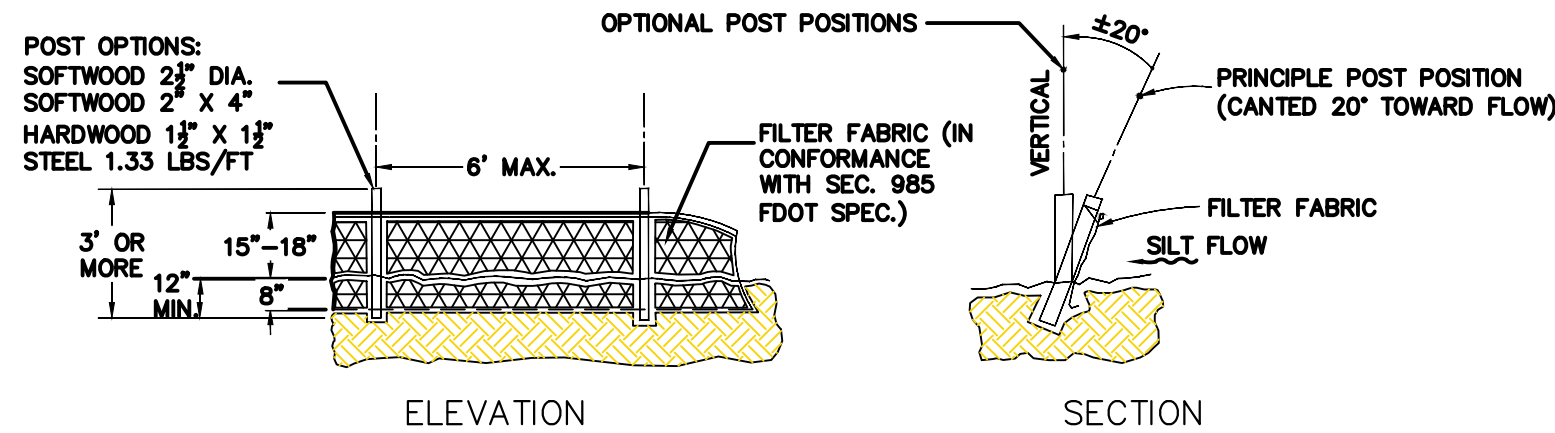
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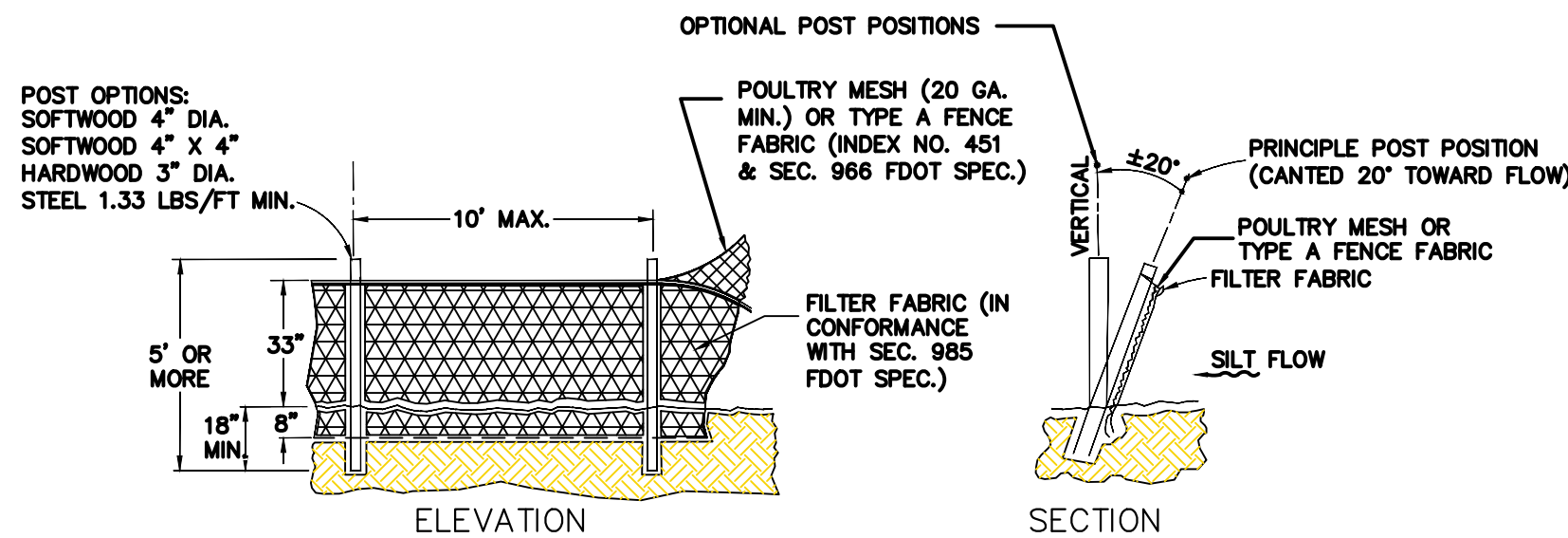
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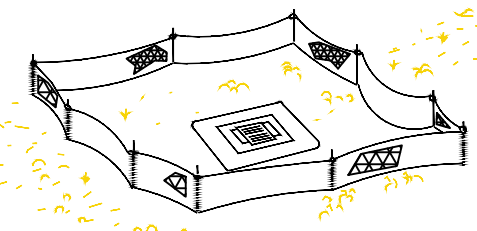
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TYPE III SILT FENCE
N.T.S.

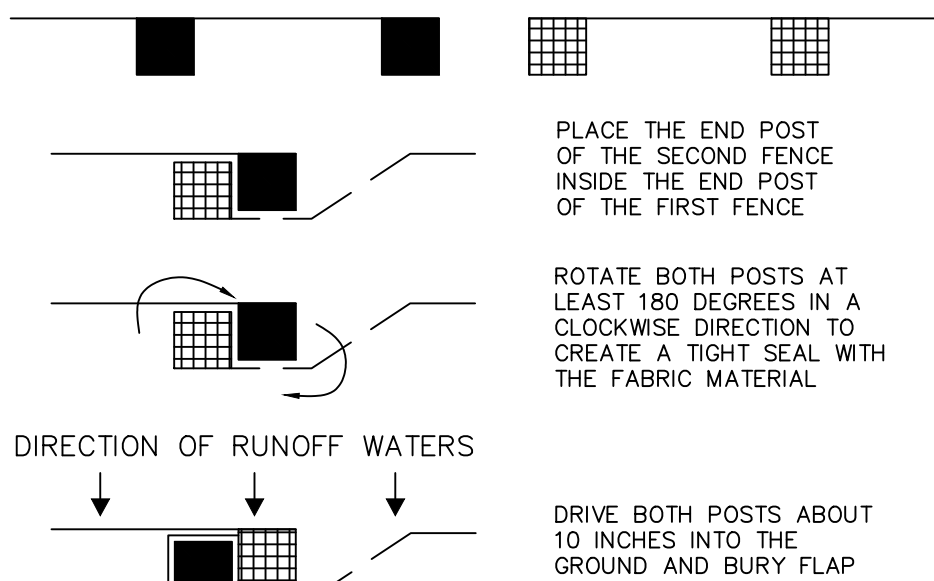


TYPE IV SILT FENCE
N.T.S.

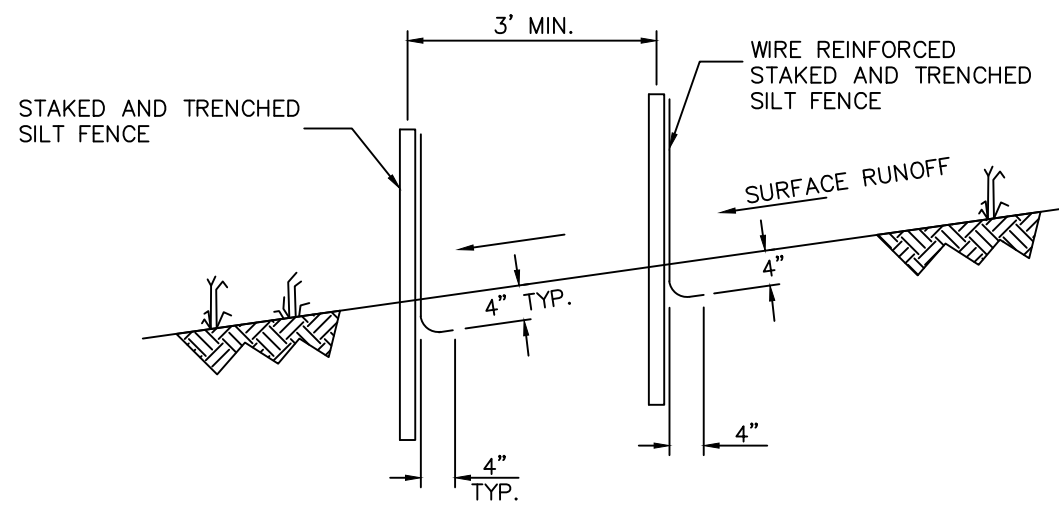


SILT FENCE PROTECTION
AROUND DITCH BOTTOM INLETS.

SILT FENCE APPLICATIONS
N.T.S.



SILT FENCE ATTACHMENT DETAIL
N.T.S.



DOUBLE ROW STAKED SILT FENCE DETAIL
N.T.S.

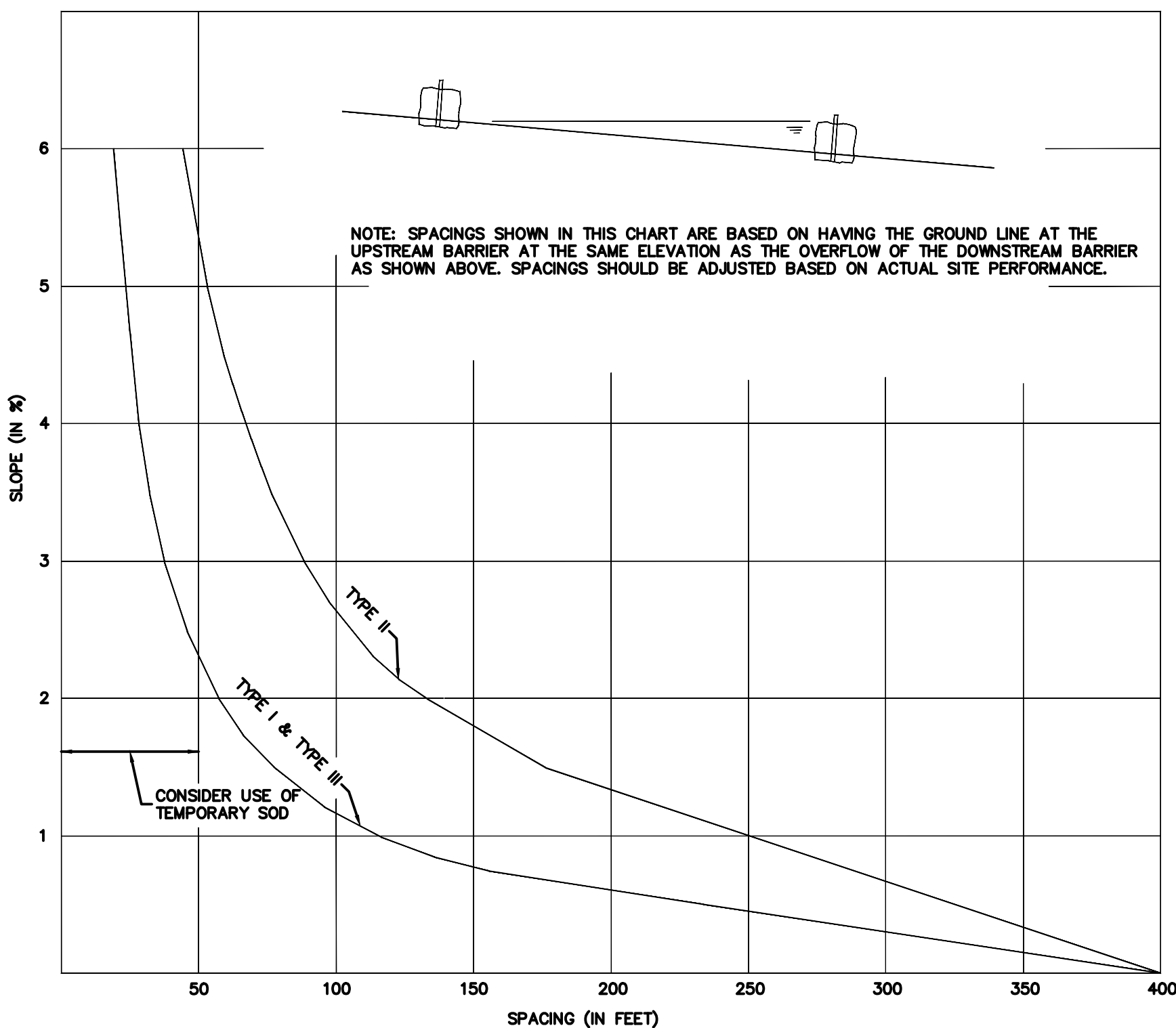
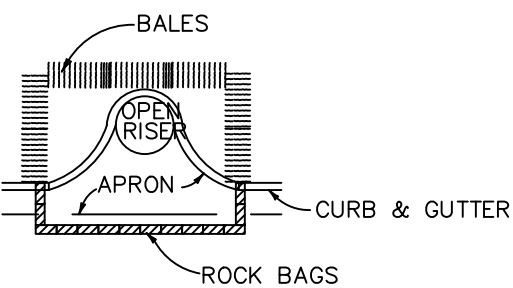
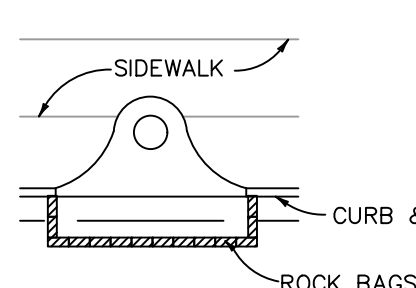


CHART I

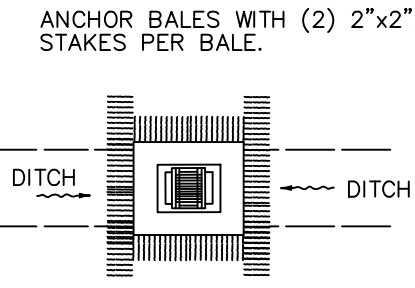
RECOMMENDED SPACING FOR BALED HAY
BARRIERS AND TYPE III SILT FENCE
N.T.S.



PARTIAL INLET



COMPLETED INLET



DITCH BOTTOM INLET

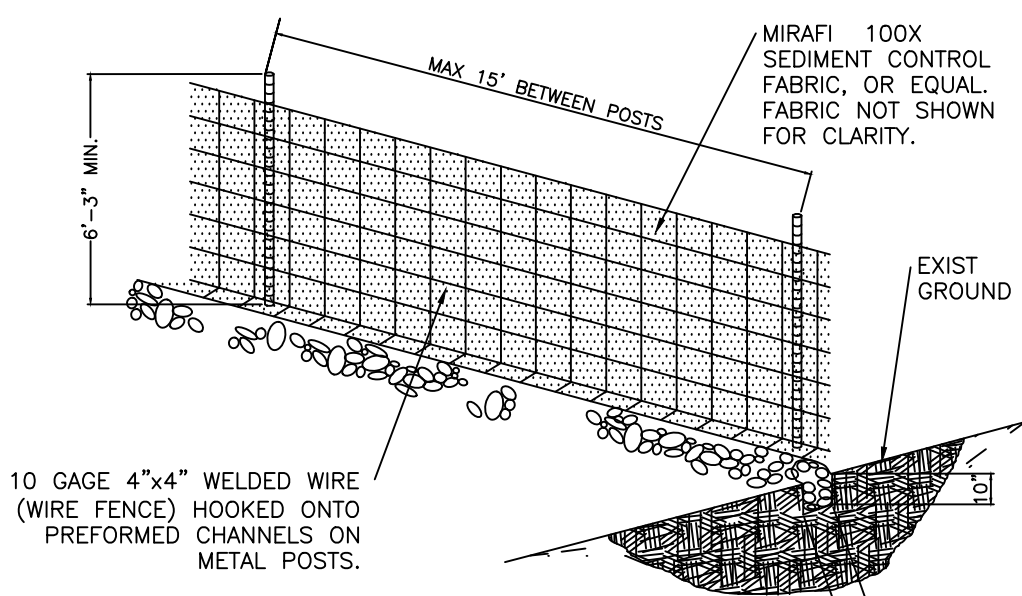
FOR ADDITIONAL INFORMATION REFERENCE FDOT INDEX 102

INLET PROTECTION
N.T.S.

SHEET FLOW APPLICATION: SILT FENCE

THIS SEDIMENT BARRIER USES STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRICS. IT IS DESIGNED FOR SITUATIONS IN WHICH ONLY SHEET OR OVERLAND FLOWS ARE EXPECTED.

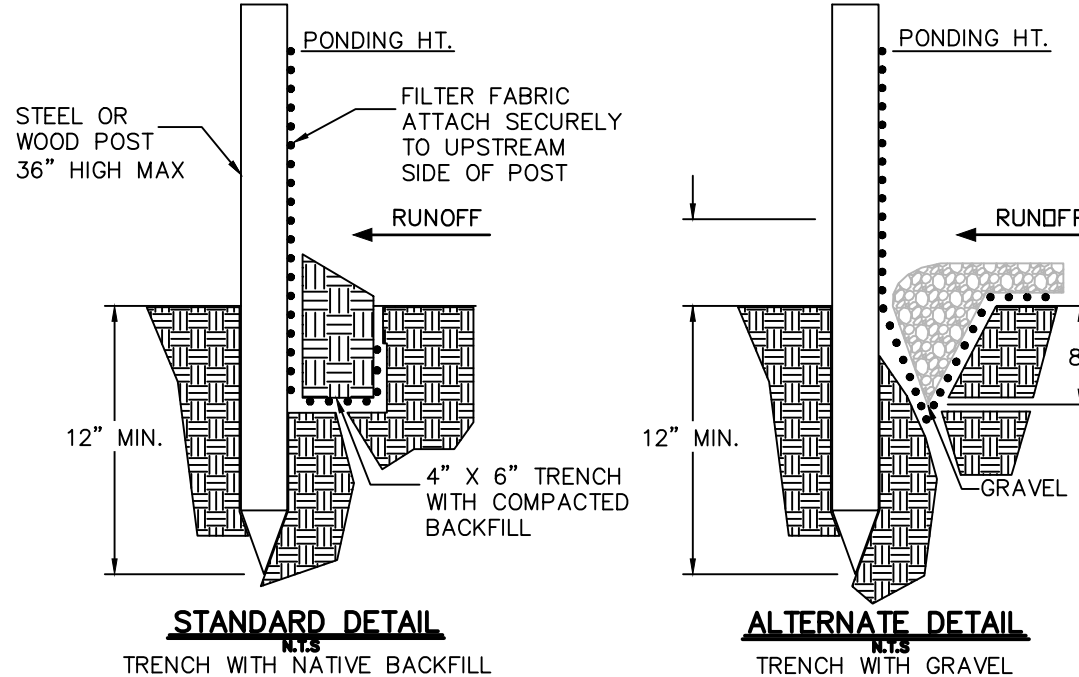
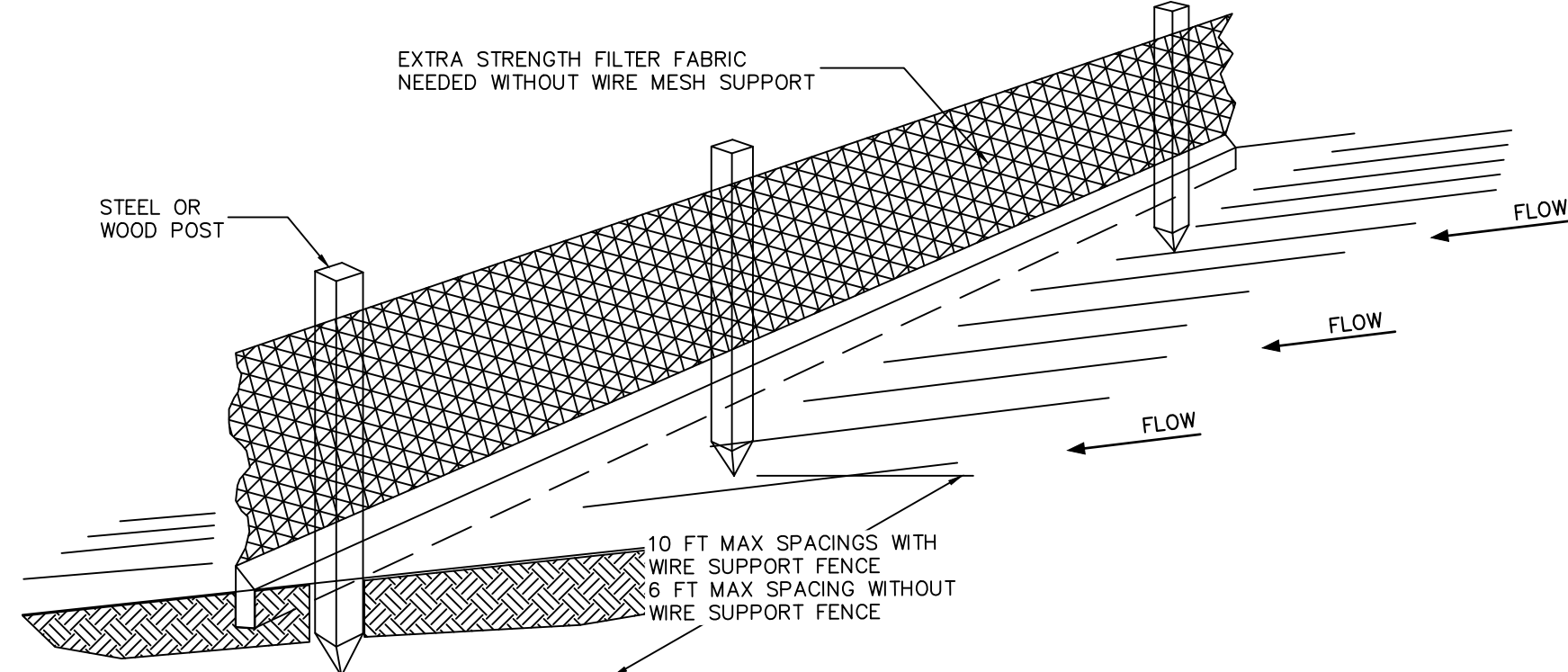
1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 cm). HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE.
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED AS DESCRIBED IN ITEM NO. 8 BELOW.
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 m) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 cm). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 m).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10cm) WIDE AND 4 INCHES (10 cm) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 mm) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 cm) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 cm) ABOVE THE ORIGINAL GROUND SURFACE.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 cm) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 cm) ABOVE THE ORIGINAL GROUND SURFACE.



- NOTES:
1. DRIVE WOOD POSTS (1.3 LBS/FT MIN) 18" MIN INTO GROUND AND EXCAVATE A 4"x4" TRENCH UP/HILL 5' LONG (MIN) ALONG LINE OF POSTS.
 2. POSTS 4" IN DIAMETER OR 2"x4" MAY BE USED. ATTACH WIRE FENCE TO POSTS AND EXTEND THE BOTTOM OF THE FENCE 8" INTO THE EXCAVATED TRENCH. ALTERNATE : USE SEDIMENT CONTROL FABRIC WITH PRE-SEWN POCKETS FOR POSTS SO THAT WIRE FENCE IS NOT REQ'D.
 3. ATTACH THE SEDIMENT CONTROL FABRIC (36" WIDE) TO THE WIRE FENCE W/METAL CLIPS OR WIRE AND EXTEND THE BOTTOM OF THE FABRIC 6" INTO THE TRENCH.
 4. BOTTOM OF SEDIMENT CONTROL FABRIC MUST BE PLACED IN TRENCH AND SECURED WITH GRANULAR FILL TO A HEIGHT OF 6" ABOVE GROUND LEVEL, SO THAT RUNOFF IS FORCED TO GO THROUGH THE FENCE AND CANNOT GO UNDER IT.
 5. SILT FENCE SHALL BE MAINTAINED AND TRAPPED SEDIMENTS SHALL BE REMOVED BY THE CONTRACTOR PERIODICALLY AS DETERMINED BY THE ENGINEER OR AS NECESSARY (MAX. 6 MONTHS).
 6. THE CONTRACTOR IS REQUIRED TO REMOVE ALL SILT FENCES AND AREA TO BE RESTORED TO THE ORIGINAL CONDITION UPON COMPLETION OF CONSTRUCTION.

SILT FENCE DETAIL

D105



STANDARD DETAIL

TRENCH WITH NATIVE BACKFILL

ALTERNATE DETAIL

TRENCH WITH GRAVEL

SILT FENCE INSTALLATION
N.T.S.

- NOTE:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
 2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
 3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

CHANNEL FLOW APPLICATIONS

1. IF A FILTER BARRIER IS TO BE CONSTRUCTED ACROSS A DITCH LINE OR SWALE, THE BARRIER SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE BOTTOM OF THE END SECTIONS OF THE FENCE ARE HIGHER IN ELEVATION THAN THE TOP OF THE CENTER SECTION TO ELIMINATE END FLOW. THE PLAN CONFIGURATION SHALL RESEMBLE AN ARC OR HORSESHOE WITH THE ENDS ORIENTED UPSLOPE.
 2. USE FDOT STANDARD INDEX 102, CHART 1 AS A GUIDE FOR SPACING.
- ## MAINTENANCE
1. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
 2. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE BEFORE THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
 3. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

DESIGNER: GM	5	NO	DATE	REVISION	BY
DRAWN BY: JH/AA	4				
CHECKER: PJD	3				
SCALE: AS SHOWN	2				
JOSE L. ACOSTA, P.E. FL Reg. No. 15327	1				

2103 Coral Way,
Suite 401
Miami, FL 33145
Tel: (786) 497-1500
Fax: (786) 497-2300

CHEN-MOORE
ASSOCIATES

FOR:
WINDMILL GATE ROADWAY IMPROVEMENTS
STORMWATER POLLUTION PREVENTION
DETAILS

Date: 5/21/2018

Sheet: 08 of 8
PPD-01
Drawing:
PROJECT NO 143.009

EXHIBIT B – CONTRACTOR’S BID



BID FORM

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

9442 NW 109 St. Medley, FL 33178, submitted on 09/17/18
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No. 2018-41** for

Windmill Gate Road Improvement Project

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

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

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

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

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

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

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



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

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

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

BID PRICE

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

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

TOTAL BID AMOUNT: \$ 105,452.48

Firm's Name: Metro Express, Inc.

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

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

Town/State/Zip: Medley, FL 33178

Printed Name/Title: Delio A. Trovatore / Signature: Delio A. Trovatore
President

Town of Miami Lakes
ITB 2018-41 Windmill Gate Roadway Improvement Project
Bid Form

BID FORM NOTES:

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

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
0101-1	MOBILIZATION	LS	\$ 22,000.00	1	\$ 22,000.00
0102-1	MAINTENANCE OF TRAFFIC	LS	\$ 6,000.00	1	\$ 6,000.00
0104-10-3	SEDIMENT BARRIER	LF	\$ 4.00	540	\$ 2,160.00
0101-18	INLET PROTECTION SYSTEM	EA	\$ 60.00	2	\$ 120.00
0110-2-2	TREE REMOVAL	EA	\$ 1,200.00	3	\$ 3,600.00
0110-4-10	CONCRETE CURB, TYPE D REMOVAL	LF	\$ 2.00	300	\$ 600.00
0160-4	12" STABILIZED SUBGRADE	SY	\$ 12.00	382	\$ 4,584.00
0285-7-06	8" LIMEROCK BASE	SY	\$ 18.00	365	\$ 6,570.00
0337-7	ASPHALT PAVEMENT	TN	\$ 180.00	20	\$ 3,600.00
0337-7	1" ASPHALT OVERLAY	TN	\$ 180.00	65	\$ 11,700.00
0520-2-4	CONCRETE CURB, TYPE D	LF	\$ 22.00	240	\$ 5,280.00
0570-1-2	SOD RESTORATION	SY	\$ 12.00	60	\$ 720.00
0436-1-1	TRENCH DRAIN RELOCATION	EA	\$ 3,000.00	1	\$ 3,000.00
0660-2101	LOOP ASSEMBLY	EA	\$ 2,500.00	2	\$ 5,000.00
0706-3	REFLECTIVE PAVEMENT MARKER	EA	\$ 5.00	22	\$ 110.00
0700-1-11	SINGLE POST SIGN	EA	\$ 350.00	2	\$ 700.00
0700-1-50	SINGLE POST SIGN RELOCATION	EA	\$ 200.00	2	\$ 400.00
0711-11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	\$ 3.00	135	\$ 405.00
0711-11124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	LF	\$ 4.00	28	\$ 112.00
0711-11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	\$ 5.00	44	\$ 220.00
0711-11160	THERMOPLASTIC, STD, WHITE, MESSAGE (ONLY)	EA	\$ 350.00	2	\$ 700.00
0711-11170	THERMOPLASTIC, STD, WHITE, DIRECTIONAL ARROW	EA	\$ 300.00	8	\$ 2,400.00
0711-11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	\$ 4.50	38	\$ 171.00
0711-16101	THERMOPLASTIC, STD, WHITE, SOLID, 6"	LF	\$ 3.00	220	\$ 660.00
0711-16131	THERMOPLASTIC, STD, WHITE, SKIP, 6"	LF	\$ 3.00	220	\$ 660.00
0711-16201-A	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	LF	\$ 3.00	50	\$ 150.00
0711-16201-B	THERMOPLASTIC, STD, DOUBLE YELLOW, SOLID, 6"	LF	\$ 6.00	162	\$ 972.00
0711-17	STRIPING REMOVAL	LF	\$ 3.00	520	\$ 1,560.00
0715-4-60	LIGHT POLE RELOCATION	EA	\$ 5,000.00	2	\$ 10,000.00
	NIGHT WORK SURCHARGE	%	12%	1	\$ 11,298.48
TOTAL BID AMOUNT					\$ 105,452.48

Firm's Name:

Authorized Signatory:

Print Name/Title:

Email Address:

Metro Express, Inc
Delio A. Trasobares
Delio@metrexpresscorp.com



Company Qualification Questionnaire

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

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

21 Years

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

Issuance Date

General Contractor CGC050965

08/31/20

General Engineering E-201301

07/30/19

Underground Utility/Excavation CUC1224592

08/31/20

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

2. Type of Company: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ Other

If other, please describe the type of company:

- a. FEIN/EIN Number:

65-0711071

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

CGC050965

- i. Date Licensed by DBPR:

08/31/20

- ii. License Number:

CGC050965

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

11/21/1996

- i. Date filed:

11/21/1996

- ii. Document Number:

P9600096781

- d. Primary Office Location:

9442 NW 109 St. Medley, FL 33178

- e. What is your primary business?

Contractor

(This answer should be specific)



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

Delio A. Trasobares / CGC050965

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
<u>N/A</u>		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
<u>Delio A. Trasobares</u>	<u>President</u>	<u>100%</u>

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

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



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

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

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 30

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

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

Skilled 8

Semi-skilled 7

Non-skilled 8

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

6. Employer Modification Rating: _____

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

Kahn-Carlins Company / 3350 South Dixie Highway, Miami, FL 33133



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

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

c. Insurance Experience Modification Rating (EMR): 1.0

(if no EMR rating please explain why)

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

e. Bond Carrier name & address:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

14. Project Management & Subcontract Details:

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

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

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

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

Street Improvements/Coral Gables / 1,300,000

NW 18 Ave Improvements/Miami / 1,000,000

NW 9 Ave Improvements/Miami Gardens / 190,000

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

Name	Trade/Work	% of Work	License No.
------	------------	-----------	-------------

<u>None</u>			
-------------	--	--	--



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

Self Perform

15. Current and Prior Experience:

a. Current Experience

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

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

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

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

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

By: [Signature]

Signature of Authorized Officer

9/12/18

Date

Dario A. Trasobares

Printed Name



Experience of Proposer Questionnaire

On the following pages, the Proposer shall provide the information indicated for three (3), but no more than five (5) separate and verifiable references in a government market which are comparable in size, scope, complexity, and cost within the last five (5) years to meet the minimum requirements of the ITB. 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 ITB. 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: Metro Express, Inc.

Reference's Name: City of Doral

Address: 8401 NW 53 Terr. Doral, FL 33166

Name of Project: NW 109 Ave. Roadway Construction, ITB # 2015-40

Contact Person (Name/Title): Carlos Arroyo Assistant Public Works Director

Contact Telephone #: 305-593-6740 Contact E-Mail Address: carlos.arroyo@cityofdoral.com

Location of Services: _____

Initial Contract Value: \$ 396,856.80 Final Contract Value: \$ 414,025.39

Is the Contract still active?: ☐ Yes ☒ No Number of Change Orders: 0

Start Date: 05/31/16 Completion Date: Oct 2016

Brief description of the scope of work performed for this reference:

De-mucking, sub-grade, limestone, stormwater drainage,
pavement, striping

FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 4	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified



Vendor Reference Form

Reference #2 (required)

Proposer's Name: Metro Express, Inc.

Reference's Name: Miami Dade County

Address: 111 NW 1st, Miami, FL

Name of Project: Intersection Improvement (20140206)

Contact Person (Name/Title): Freddy Valero / DTPW Inspector 2, Project Manager

Contact Telephone #: 305-781-0813 Contact E-Mail Address: Freddy.Valero@miamidadegov.

Location of Services: _____

Initial Contract Value: \$ 808,311.69 Final Contract Value: \$ 715,385.26

Is the Contract still active?: ☐ Yes ☒ No Number of Change Orders: _____

Start Date: 06/01/15 Completion Date: Dec 2015

Brief description of the scope of work performed for this reference:

Drainage, Concrete and Pavement Work, Signage and
Pavement Marking

FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____
	Time and Date
<input type="checkbox"/> Attempt 2	_____
	Time and Date
<input type="checkbox"/> Attempt 3	_____
	Time and Date
<input type="checkbox"/> Attempt 4	_____
	Time and Date

<input type="checkbox"/>	<input type="checkbox"/>
Message Left	Verified
<input type="checkbox"/>	<input type="checkbox"/>
Message Left	Verified
<input type="checkbox"/>	<input type="checkbox"/>
Message Left	Verified
<input type="checkbox"/>	<input type="checkbox"/>
Message Left	Verified



Vendor Reference Form

Reference #3 (required)

Proposer's Name: Metro Express, Inc.

Reference's Name: City of Coral Gables

Address: 2800 SW 72 Ave Miami, FL

Name of Project: Citywide Construction of St. Improvements

Contact Person (Name/Title): Noel Polo

Contact Telephone #: 305-733-0068 Contact E-Mail Address: npolo@coralgables.com

Location of Services: _____

Initial Contract Value: \$ _____ Final Contract Value: \$ 1,474,727.08

Is the Contract still active?: ☒ Yes ☐ No Number of Change Orders: _____

Start Date: Oct 2016 Completion Date: Dec 2017

Brief description of the scope of work performed for this reference:

FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 4	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified



Vendor Reference Form

Reference #4 (optional)

Proposer's Name: Metro Express, Inc.

Reference's Name: City of Miami Springs

Address: _____

Name of Project: Fairway Drive Improvements

Contact Person (Name/Title): Thomas W. Nash

Contact Telephone #: 305-805-5170 Contact E-Mail Address: nash1@miamisprings-fl.gov

Location of Services: _____

Initial Contract Value: \$ 25,028.75 Final Contract Value: \$ 25,028.75

Is the Contract still active?: ☐ Yes ☒ No Number of Change Orders: _____

Start Date: _____ Completion Date: _____

Brief description of the scope of work performed for this reference:

FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 4	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified



Vendor Reference Form

Reference #5 (optional)

Proposer's Name: Metro Express, Inc.

Reference's Name: City of Miami Gardens

Address: _____

Name of Project: Sidewalk Replacement and Installation

Contact Person (Name/Title): Luis Mendoza Project Coordinator

Contact Telephone #: 305-494-0220 Contact E-Mail Address: lmendoza@miamigardens-fl.gov

Location of Services: _____

Initial Contract Value: \$ 572,155 Final Contract Value: \$ 535,573.60

Is the Contract still active?: ☐ Yes ☒ No Number of Change Orders: _____

Start Date: 03/2017 Completion Date: 12/2017

Brief description of the scope of work performed for this reference:

Install new Sidewalk, ADA Ramps & Repair Sidewalk.

FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 4	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2018-41

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

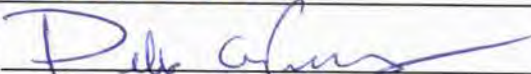
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Metro Express, Inc.

Authorized Representative's Name: Delio A. Trasobares

Title: President

Authorized Signature: 

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Metro Express, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 17 day of September, 2018, a resolution was duly passed and adopted authorizing (Name) Delio A. Trasobares 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 17, day of September, 2018.

Secretary: Delio A. Trasobares

Print: Delio A. Trasobares

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

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

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

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

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a)

_____ (If Applicable) have executed and am bound by the terms of the

Bid to which this attestation is attached.

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

Signed: _____

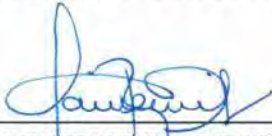
Print: _____

NOTARIZATION

STATE OF FL)

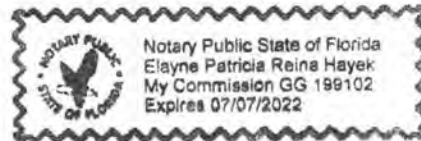
) SS:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 17 day of September, 2018, by Delko A. Trasobares, who is personally known to me or who has produced _____ as identification and who (☒ did / ☐ did not) take an oath.



SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

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

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

By: *Delio A. Trasobares*
Title: President

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

WITNESS, my hand and official seal this 17 day of September, 2018.

My Commission Expires:
Elayne Patricia Reina Hayek

Notary Public State of Florida at Large



COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

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

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

Company Name: Metro Express, Inc.

Authorized representative (print): Devo A. Trasobares

Authorized representative (signature): Devo A. Trasobares Date: 9/17/18

CONFLICT OF INTEREST AFFIDAVIT

State of TL }
} SS:

} SS:

County of Miami-Dade

Delio A. Trasobares being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Metro Express, 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:

Delio A. Trasobares

(Printed Name)

President

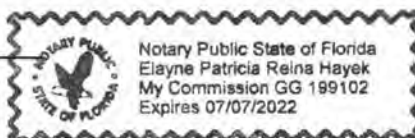
(Title)

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

WITNESS, my hand and official seal this 17 day of September 2018.

My Commission Expires:

Notary Public State of Florida at Large



Form COI

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.

Metro Express, Inc.
Company Name:

9/17/18
Date

Delio A. Trasobares
Authorized Signature:

Delio A. Trasobares, President
Printed Name and Title

POLITICAL ACTIVITY AFFIDAVIT

State of Fz }
} SS:

County of Miami Dade }

Delio A. Trasobares being first duly sworn, deposes and says that (he) is the (Owner) Partner, Officer, Representative or Agent) of Metro Express, Inc. 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: _____

Delio A. Trasobares

(Printed Name)

President

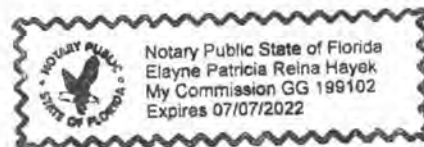
(Title)

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

WITNESS, my hand and official seal this 17 day of September, 2018.

My Commission Expires:

Elaine Hayek
Notary Public State of Florida at Large



State of FL }
County of Miami-Dade } SS:

a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Nebro Express, 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.

(Title)

Form NCA



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Metro Express Inc

Solicitation No.: 2018-41

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.

Last name	First name	Relationship
-----------	------------	--------------

	<u>N/A</u>	
--	------------	--

--	--	--

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

Last name	First name	Relationship
-----------	------------	--------------

--	--	--

--	--	--

[Signature]
Authorized Signature

9/17/18
Date:

Delio A. Trasobero
Print Name

President
Title:

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 Delia A. Trascabures
[print individual's name and title]

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

whose business address is

9442 N.W. 109 St
Medley, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

signing this sworn statement: 65-0711071)

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

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

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

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

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

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

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

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

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

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

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

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

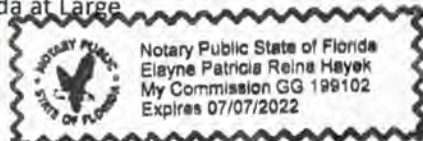
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

WITNESS, my hand and official seal this 21 day of September 2018

My Commission Expires:

Notary Public State of Florida at Large



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
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total \$ _____

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: _____

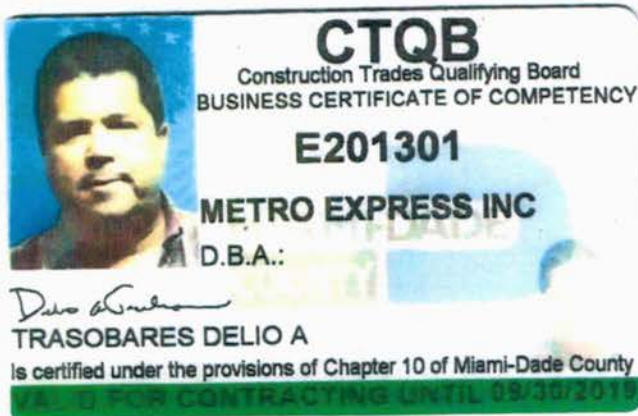
Signature: _____

Printed Name/Title: _____

City/State/Zip: _____

Telephone No.: _____

E-Mail Address: _____



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

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.



www.miamidade.gov/economy



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TRASOBARES, DELIO ALBERT

METRO EXPRESS INC
9442 N.W. 109 ST
MEDLEY FL 33178

LICENSE NUMBER: CGC050965

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

004915

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY-

4092169

BUSINESS NAME/LOCATION

METRO EXPRESS INC
9442 NW 109 ST
MEDLEY FL 33178

RECEIPT NO.

RENEWAL
4272571

LBT

EXPIRES

SEPTEMBER 30, 2018

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

OWNER

METRO EXPRESS INC

Worker(s) 10

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC050965

**PAYMENT RECEIVED
BY TAX COLLECTOR**

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

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

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

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

005699

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

4486379

BUSINESS NAME/LOCATION

METRO EXPRESS INC
9442 NW 109 ST
MEDLEY FL 33178

RECEIPT NO.

**RENEWAL
4683810**



**EXPIRES
SEPTEMBER 30, 2018**

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

OWNER

METRO EXPRESS INC

Worker(s) 10

SEC. TYPE OF BUSINESS

196 GENERAL ENGINEERING CONTRACTOR
E201301

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 09/19/2017
CHECK21-17-085393

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

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

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

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

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

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY-COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 649,985.00	Drainage & Sidewalk	Feb-2010	City of Doral	Erick Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 1,435,210.00	JOC	Feb-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 303,692.00	JOC	Mar-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 554,500.00	Drainage & Sidewalk	Mar-2010	City of Coconut Creek	Carlo Nuesa 4800 W Copans , Coconut Creek / 954-973-6786
\$ 1,346,002.00	JOC	Apr-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 791,931.00	JOC	Apr-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 1,068,641.00	JOC	Jun-2010	City of Miami	Joe Gaudie / 444 SW 2nd Ave., Miami, FL / 305-416-1213
\$ 4,200,000.00	JOC	Jul-2010	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 6,592,000.00	Curb & Sidewalk	Jul-2010	City of Margate	Sam May / 102 Rock Island, Margate, FL / 954-972-8126
\$ 6,300,000.00	JOC	Jul-2010	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. / 305-673-7071
\$ 193,890.00	Sidewalk	May-2011	Village of Pinecrest	Daniel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 184,139.00	Drainage	May-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 133,505.00	Sidewalk	Jul-2011	City of Parkland	Azita Behmardi / 6500 Parkside DR, Parkland / 954-757-4144
\$ 329,025.00	Sidewalk	Aug-2011	City of Hollywood	Laura Borges / 2600 Hollywood Blvd, Hollywood / 954-921-3254
\$ 155,362.00	Water Main	Sep-2011	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071
\$ 358,684.00	Lighting	Nov-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 1,471,341.00	Precast Wall	Dec-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 145,943.00	Sidewalk	Dec-2011	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000
\$ 99,967.00	Sidewalk	Dec-2011	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 248,064.00	Drainage & Sidewalk	Jun-2012	City of Miami Dade County PWD	Luis Baldo / 111 NW 1st St. Miami, FL / 305-282-0281
\$ 127,826.00	Sidewalk	Jun-2012	City of Tamarac	Bill Lewis / 6011 Nob Hill Rd, Tamarac / 954-597-3723
\$ 123,466.00	Paving	Aug-2012	Village of Miami Shores	PWD / 10050 NE 2nd Ave, Miami Shores, FL / 305-795-2210
\$ 2,022,000.00	Drainage	Sep-2012	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL / 305-416-1233
\$ 171,781.00	Paving	Sep-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 1,781,596.00	Drainage	Oct-2012	City of Miami	Valentine Onuigbo / 444 SW 2nd Ave., Miami, FL / 305-416-2588
\$ 155,115.00	Paving	Nov-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 112,714.00	Fire Hydrants	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071
\$ 199,198.00	Electrical	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071

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

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

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 1,347,862.47	Sidewalk	Dec-2015	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
\$ 448,627.00	Drainage & Paving	Dec-2015	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 180,922.00	Sidewalks	Dec-2015	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$ 447,700.00	Sidewalks	Dec-2015	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$ 459,095.07	Sidewalks	Dec-2015	City of Hialeah	Efrain Hill / 501 Palm Ave, Hialeah, FL / 305-687-2698
\$ 38,350.00	Sidewalks	Dec-2015	City of Wilton Manors	David Archacki / 2020 Wilton DR, Wilton Manors, 954-390-2190
\$ 555,257.00	Concrete & Paving	Dec-2015	Mastec N.A.	Manuel Arismendy / 2801 SW 46th AVE, Davie FL / 305-232-3484
\$ 3,126,563.00	Drainage & Paving	Dec-2015	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 8,420.00	Sidewalk	Apr-2016	City of Weston	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
\$ 13,998.40	Sidewalk	Apr-2016	City of Tamarac	Bill Lewis / 6011 Nob Hill Rd, Tamarac / 954-597-3723
\$ 1,956,893.98	Concrete & Paving	May-2016	Miami Dade County PWD	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
\$ 100,282.15	Sidewalk	Jul-2016	City of Deerfield Beach	Kathi Edwards / 200 Goolsby Blvd / 954-480-4432
\$ 822,422.09	Paving	Jul-2016	MDC-Port of Miami	Juan Bergouignan/1001 N.America Way,Miami, FL/305-905-3925
\$ 308,169.65	Drainage & Paving	Aug-2016	Miami Dade County PWD	Frank Mendoza / NW 1st St., Miami, FL / 305-375-4982
\$ 52,971.20	Sidewalk	Sep-2016	City of Hallandale Beach	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach / 954-457-3043
\$ 56,626.52	Sidewalk	Oct-2016	City of Miramar	Bernard Buxton-Tetteh / 2300 Civic Center PL, / 954-883-5005
\$ 25,453.22	Sidewalk	Oct-2016	City of Margate	Nick Cucunato / 102 Rock Isand, Margate, FL / 954-972-8126
\$ 414,025.39	Drainage & Paving	Oct-2016	City of Doral	Carlos Arroyo / 8401 NW 53rd TER, Doral / 305-593-6740
\$ 97,819.40	Sidewalk	Nov-2016	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$ 327,645.12	Sidewalk	Nov-2016	City of North Miami Beach	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
\$ 109,233.68	Sidewalk	Nov-2016	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 88,047.06	Sidewalk	Nov-2016	Town of Davie	Osdel Fernandez-Larrea / 6901 Range DR, Davie / 954-797-2086
\$ 389,176.00	Paving	Dec-2016	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 843,008.40	Concrete, Pavers, Paving	Dec-2016	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$ 545,382.40	Sidewalk	Dec-2016	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$ 147,091.00	Sidewalk	Dec-2016	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100

DOLLAR AMOUNT OF WORK PERFORMED	CLASS OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 2,220,090.46	Drainage & Paving	Dec-2016	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 448,409.05	Concrete & Paving	Dec-2016	Mastec N.A.	Manuel Arismendy / 2801 SW 46th AVE, Davie FL / 305-232-3484
\$ 1,298,967.29	Sidewalk	Dec-2016	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
\$ 1,430,637.29	Drainage & Paving	Dec-2016	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$ 71,383.48	Sidewalks	Dec-2016	City of Wilton Manors	David Archacki / 2020 Wilton DR, Wilton Manors, 954-390-2190
\$ 157,163.25	Sidewalk	Dec-2016	Village of Pinecrest	Mark Spanioli / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 102,580.00	Drainage & Paving	Dec-2016	City of South Miami	Grizel Martinez / 4795 SW 75th AVE / 305-403-2063
\$ 48,303.00	Sidewalk	Dec-2016	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
\$ 713,620.26	Drainage & Paving	Dec-2016	Miami Dade County 20140206	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
\$ 391,377.92	Sidewalk	Feb-2017	Miami Dade County 20140154	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 163,838.57	Sidewalk	Feb-2017	Miami Dade County 20140156	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 78,153.00	Sidewalk	Feb-2017	City of Parkland FY2017	Gary Sessa / 6500 Parkside DR / 954-757-4108
\$ 496,722.13	Sidewalk	Apr-2017	Miami Dade County 20150046	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 670,310.89	Drainage & Paving	Apr-2017	City of Aventura NE 29 PL Drainage	Antonio Tomei / 19200 W Country Club DR / 305-466-8923
\$ 620,197.80	Drainage & Paving	May-2017	Miami Dade County 20140207	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
\$ 97,031.68	Sidewalk	May-2017	City of Hallandale Beach FY2017	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach / 954-457-3043
\$ 441,981.59	Paving	Jun-2017	City of North Miami Asphalt FY2017	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$ 108,031.00	Sidewalk	Aug-2017	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
\$ 96,474.00	Sidewalk	Aug-2017	Village of Pinecrest FY2017	Mark Spanioli / 10800 Red Rd, Pinecrest / 305-669-6916
\$ 33,988.45	Sidewalk	Aug-2017	City of Tamarac FY2017	Tom Vreeland / 6011 Nob Hill Rd, Tamarac / 954-597-3723
\$ 1,474,727.08	Drainage, Paving & Sidewalk	Oct-2017	City of Coral Gables 2013.07.10	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$ 96,032.50	Sidewalk	Oct-2017	Village of Palmetto Bay FY2017	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
\$ 74,115.95	Sidewalk	Oct-2017	City of Cooper City FY2017	Richard Freeman / 9070 SW 51st Street / 954-434-2300
\$ 41,197.75	Sidewalk	Nov-2017	Town of Davie FY2017	Osdel Fernandez-Larrea / 6901 Range DR, Davie / 954-797-2086
\$ 1,137,530.76	Sidewalk	Dec-2017	City of Miami M-0096 Y4	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755

[illegible]

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts;
whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
		\$	\$	\$	AS PRIME CONTRACTOR	AS SUBCONTRACTOR
			DOT WORK		\$	\$
				(Col. 5 Subtotal)		
5. Amount of Work	OTHER (Non-DOT) PROJECTS, TOWNSHIP AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
Drainage, Paving, Sidewalk	City of Coral Gables, PWD- (Year-2018)	\$500,000.00		\$477,380.50	\$477,380.50	
Sidewalk	City of Miami, M-0096 (Year-2018)	\$604,879.00		\$417,992.30	\$417,992.30	
Drainage, Paving, Sidewalk	Village of Palmetto Bay, Drainage Improvs 1617-11-009	\$369,637.56		\$369,637.56	\$369,637.56	
Sidewalk	Village of Palmetto Bay, Sidewalk villagewide 2018	\$5,000.00		\$5,000.00	\$5,000.00	
Drainage, Paving, Sidewalk	City of Coral Springs, NW 110 AVE Improvements	\$1,517,421.50		\$784,672.53	\$784,672.53	
Drainage, Paving, Concrete	JOC-Power Alliance, Miami Beach 2018	\$1,000,000.00		\$1,000,000.00	\$1,000,000.00	
Paving	Miami-Dade County, WASD Rehabilitation 20150201-R	\$712,732.13		\$200,703.57	\$200,703.57	
Sidewalk	City of Weston, Sidewalk Repairs 2018	\$50,000.00		\$43,437.98	\$43,437.98	
Water & Sewer Repairs	City of Weston, Miscellaneous Water & Sewer Repairs	\$100,000.00		\$14,950.00	\$14,950.00	
Sidewalk	City of Miami Springs, Sidewalk Repairs FY 2018	\$20,000.00		\$7,020.00	\$7,020.00	
Drainage, Paving, Concrete	Town of Miami Lakes, Miscellaneous Work 2018	\$109,800.00		\$103,180.00	\$103,180.00	
Sidewalk	City of Homestead, Sidewalk Installation Repairs 2018	\$25,000.00		\$24,433.00	\$24,433.00	
Sidewalk	City of Deerfield Beach, CDGB Sidewalk 2018	\$37,858.75		\$37,858.75	\$37,858.75	
Sidewalk	City of Miami Gardens, Sidewalk Repairs (Year 2018)	\$500,000.00		\$399,091.78	\$399,091.78	
Sidewalk	City of North Miami Beach, Sidewalk Repairs 2018	\$5,000.00		\$5,000.00	\$5,000.00	
Sidewalk	City of Wilton Manors, Sidewalk Repairs 2018	\$16,497.00		\$16,497.00	\$16,497.00	
Sidewalk	City of Dania Beach, Sidewalk Repairs 2018	\$130,000.00		\$130,000.00	\$130,000.00	
Water, Sewer, Paving, Concrete	Miami Dade Water & Sewer, S-868-R	\$7,002,082.00		\$5,000,151.69	\$5,000,151.69	
Concrete, Paving	Mastec, Restoration Contract 2018	\$300,000.00		\$264,440.00	\$264,440.00	
Water, Sewer, Drainage, Concrete	City of Miami- B-40668, Flex Park Marine Stadium	\$7,000,000.00		\$771,130.19	\$771,130.19	
Sidewalk	Village of Key Biscayne, Sidewalk Repairs 2018	\$20,000.00		\$6,576.00	\$6,576.00	
Sidewalk	Village of Pinecrest, Sidewalk Repairs 2018	\$5,000.00		\$5,000.00	\$5,000.00	
Sidewalk	City of Miramar, Sidewalk Repairs 2018	\$200,000.00		\$186,301.40	\$186,301.40	
Sidewalk	City of Margate, Sidewalk Repairs 2018	\$1,500.00		\$1,500.00	\$1,500.00	
Sidewalk	City of Tamarac, Sidewalk Repairs 2018	\$24,000.00		\$24,000.00	\$24,000.00	
Sidewalk, Paving	City of Hallandale Beach, Sidewalk 2018	\$80,000.00		\$80,000.00	\$80,000.00	
Drainage, Paving, Concrete	City of Miami, B-40347 (Grove Park)	\$1,136,770.00		\$8,763.66	\$8,763.66	
Paving	City of North Miami, Roaway Improv. 10-17-18 NW 130 S	\$631,500.00		\$631,500.00	\$631,500.00	
Drainage, Paving, Concrete	City of Miami, JOC-2018	\$2,000,000.00		\$2,000,000.00	\$2,000,000.00	
Drainage, Paving, Concrete	Town of Medley, RPQ#2015-005 NW South River DR	\$3,343,050.15		\$505,944.25	\$505,944.25	
Sidewalk	Town of Davie, Sidewalk Repairs 2018	\$100,000.00		\$60,400.75	\$60,400.75	
Water	North Bay Village, Water Meter Replacement Project	\$3,215,410.00		\$3,215,410.00	\$3,215,410.00	
Paving	Miami-Dade County, WASD Rehabilitation 20170231	\$1,413,913.16		\$1,413,913.16	\$1,413,913.16	
Sidewalk	Miami-Dade County, PTP Sidewalk 20170179	\$617,813.10		\$617,813.10	\$617,813.10	
		\$0.00		\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	
		\$0.00		\$0.00	\$0.00	
				\$18,829,699.17	\$18,829,699.17	
				(Col. 5 Subtotal)		
PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE						
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU					\$18,829,699.17	\$0.00
GRAND TOTAL					\$18,829,699.17	

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 & 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.

EQUIPMENT LIST

ITEM No	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	YEAR MFGD
		DESCRIPTION S/N	
1	1	PC228USLC-3 HYDRAULIC EXCAVATOR KOMATSU 21605	2003
2	1	PC228USLC-3 HYDRAULIC EXCAVATOR KOMATSU 30233	2003
3	1	PC228USLC-3 HYDRAULIC EXCAVATOR KOMATSU 30314	2003
4	1	KOMATSU D51PX-22 CRAWLER DOZER - CAB B10096	2007
5	1	J.D. CRAWLER DOZER 450J T0450JX119147	2006
7	1	BC S175K STEER LOADER 530111877	2006
9	1	BC S300K SKID STEER LOADER KSREIES 531111006	2005
10	1	BC S220K SKID-STEER LOADER 530711098	2006
11	1	BC S220K SKID-STEER LOADER 530711099	2006
12	1	BC S250 SKID-STEER LOADER 530913462	2006
13	1	CATERPILLAR SKID STEER LOADER 272 C RE00229	2009
14	1	KOMATSU FORKLIFT FG25ST-11 4054514	2005
15	1	THOMAS MINI EXCAVATOR PX15 NS1530555	2004
18	1	KOMATSU WHEEL LOADER WA400-5L A40071	2005
19	1	SAKAI DOUBLE DROM VIBRATORY ROLLER SW850 VSW26-30148	2008
20	1	KOMATSU HYDRAULIC EXCAVATOR PC300LC-7L A85655	2006
21	1	CATERPILLAR ASPHALT DRUM COMPACTOR CB-214E 21400747	2006
22	1	BC SKID S630 A3NT11183	2009
23	1	BC SKID-STEER LOADER S185 519033640	2003
24	1	BC SKID-STEER LOADER S185 519030441	2002
25	1	SWEeper RIDE 6FT 29584-LJ	2004
26	1	BC 14" PLNR 231200549	2006
28	1	KKSY TL 1K9BA08145T244072	2005
29	1	KKSY TL 1K9BA08165T2440723	2005
30	1	BOBCAT A48466	2006
31	1	KOMATSU EXCAVATOR 86407	2004
32	1	BACKHOE H10027168	2003
33	1	BACKHOE 31308	2004
34	1	POWER MODULE	2001
35	1	CATERPILLER EXCAVATOR	2001
36	1	CATERPILLAR ASPHALT PAVER AP-600D TFZ00215	2009

EQUIPMENT LIST

Item No	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	YEAR MFGD
		DESCRIPTION S/N	
37	1	FORK LIFT F800 1FDXF80G6VVA00842	1997
38	1	CATERPILLAR RT600 6000 4X4X4 TELESCOPIC FORKLIFT 5G00475	1994
39	1	TREET SWEEPER CS500 SA/12VM-402/22068236	2004
40	1	DOBLE DRUM ROLLER C340C 109C14603329	
41	1	WG MILLING MACHINE W2000 06.20.1218	
42	1	EXCAVATOR E35 A93K14370	2012
43	1	LEE-BOY CRAWLER ASPHALT PAVER L8500T 1041202007104	2002
44	1	CRAWLER ASPHALT PAVER CR461R 051203	2002
45	1	SWEEPER 72" 72SB 783725887	
46	1	HYPAC WHEEL PNEUMATIV ROLLER C50AH9 901A22202324	2004
47	1	BROCE BROOM BB250B 303052	2003
48	1	BC SKID STEER LOADER 326E 1T0326ELDJ254606	2014
49	1	BC SKID STEER LOADER S650 A3NV23274	2014
50	1	BOBCAT 220 200602539526	2006
52	1	JD BACKHOE LOADER 310SJ 1T0310SJKBD203996	2011
53	1	JD BACKHOE LOADER 310SJ T0310SJHBD203019	2011
54	1	BOMAG 2000/60-2 MILLING MACHINE 821836261037	2014
55	1	BC SKID-STEER LOADER S650 T4 ALJ813842	2015
56		BA 72" SWEEPER 783732759	2014
57	1	BC SKID-STEER LOADER S650 T4 ALJ819024	2016
58	1	JD BACKHOE LOADER 310J 4X4 T0310JX179460	2009
59	1	JD VIBRATORY TANDEM ROLLER BW120L-5 861880291047	2015
60	1	JD SKID STEERR LOADER S 328D 1T0328DLCCD233281	2013
61	1	BC TRACTOR FRONT MOUNT SWEEPER CT450 AKBP11077	2012
62	1	JD MINI HYDRAULIC EXCAVATOR 35D X237612	2007
63	1	JD MINI HYDRAULIC EXCAVATOR 35D X260192	2008
64	1	LEE BOY CRAWKER ASPHALT PAVER L8816 T 4Q895	2004
65	1	BC SKID STEER LOADERS S650 T4 ALJ815757	2015
66	1	JD WHEEL LOADER 544K 1DW544KZLFE667576	2015
67	1	BC SKID STEER LOADERS S650 T4 ALJ814525	2015
68	1	BC SKID STEER LOADERS S650 T4 ALJ814176	2015
69	1	TEREX 760 SMFB44TR027CM7168	

EQUIPMENT LIST

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	YEAR MFGD
		DESCRIPTION S/N	
70	1	LEE BOY L8500T CRAWLER ASPHALT PAVER	2002
71	1	JYPAC C530AH 9 WHEEL PNEUMATIC ROLLER	2004
72	1	J.D. 326E SKID STEER LOADER	2014
73	1	BOBCAT S650 SKED STEER LOAERS	2014
74	1	MX SYSTEM WITH 1000 GALLON TANK	2013
75	1	TX 760	2004
76	1	CR461R CRAWLER ASPHALT PAVER	2002
77	1	CAT. 302.5C	2004
78	1	WIRTGEN W2000 MILLING MACHINE	
79	1	J.D. 310 SJ BACKHOE LOADER	2011
80	1	J.D. 310 SJ BACKHOE LOADER	2011
81	1	CATERPILLAR SKID STEER LOADER 272C	2009
82	1	KOMATSU FORKLIFT FG25ST-11	
83	1	BOBCAT S650 SKED STEER LOAERS	2015
84	1	JD SKID STEER 324E	
85	1	JD COMPACT EXCAVATOR 35G	
86	1	BOBCAT SKIED STEER LOADER S650 T4	
87	1	MAULIN 1550-D ASPHALT PAVER	2016
88	1	CATERPILLAR CB 224E TANDEM VIBRATORY ROLLER	2006
89	1	BOMAG BW 138AD TAQNDEN VIBRATORY ROLLER	2004
90	1	TSS38 BROOM	2005
91	1	T/A HYDRO VAC TRUCK L7501	1999
92	1	KOMATSU HYDRAULIC EXCAVATOR PC 138 USLC-11	2017
93	1	BOBCAT SKID - STEER LOADER S650 T4	2016
94	1	JD COMPACT EXCAVATOR 35G	
95	1	JD CLOADER BACKHOE 310J	2009
96	1	BOMAG BW 120SL-5 VIBRATORY TANDER ROLLER	2015
97	1	JD SKID STEER 328D	2013
98	1	BOCAT CT450 TRACTOR K2FMH078-EV	2012
99	1	JD MINI HYDRAULIC EXCABATOR 35D	2007
100	1	JD MINI HYDRAULIC EXCABATOR 35D	2008
101	1	BOBCAT SKID - STEER LOADER S650 T4	2016
102	1	BROOM TRATOR CHALLENGER MT 285B	2006
103	1	LAY-MAR 6H B RIDE ON BROOM	1996
104	1	HAMN HD 120 TANDEM VIBRATORY ROLLER	2002
105	1	BOCAT SKID STEER LOADER S650 T4	

EQUIPMENT LIST

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS		YEAR
		DESCRIPTION	S/N	
1	1	CHEV. PK	1GCGC24U5YE358210	2000
2	1	CHEV. TK	1GBE4E1194F503600	2004
3	1	CHEV. TK	1GBJC34U71F203626	2001
4	1	CHEV. TK	1GHC24U03Z107777	2003
5	1	CHEV. VN	1GCHG39RX2188489	2002
6	1	FORD DP	1FTYY96D3WVA18515	1998
7	1	FORD F150 PK	1FTRX12W69KB36242	2009
8	1	FORD F350 TK	1FDWF36546EB22901	2006
9	1	FORD F350 TK	1FDWF36P06EC81688	2006
10	1	FORD F350 TK	1FDWW36R68EC45072	2008
11	1	FORD F350 TK	1FTW3BT7CEA76543	2012
12	1	FORD F350 TK	1FTWW31R98EB98339	2008
13	1	FORD F450 TK	1FDXF46P65EB88120	2005
14	1	FORD PK	1FTRX12W78FB87840	2008
15	1	FORD TK	1FDTFW1CV9AKB337669	2010
16	1	FORD TK	1FDXF46RX8EC01117	2008
17	1	FORD TK	1FDXF80E6VVA00842	1997
18	1	FORD TK	1FDXR82A9HVA00582	1987
19	1	FORD TK	1FTYA96WXVVA42962	1997
20	1	FORD VN	1FTSE34L09DA16852	2009
21	1	FORD VN	1FTSS34LX4HA22801	2004
22	1	FREI TK	1FV6HJBAXXH989357	1999
23	1	FRHT DP	1FUWTMCB1WH963191	1998
24	1	FRHT TK	1FVACWDC97HX85458	2007
25	1	FRHT TK	1FVACXDC55HU97312	2005
26	1	FRHT TK	1FVHALAS71PH71752	2001
27	1	GMC TK	1GDM7H1CXXJ502373	1999
28	1	GMCTK	1GDESC1104F500268	2004
29	1	IHST TK	1HTMKAANX7H264398	2007
30	1	IHST TK	1HTMMAAN93H594781	2003

EQUIPMENT LIST

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

EQUIPMENT LIST

ITEM No.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS		YEAR MFGD
		DESCRIPTION	S/N	
1	1	ANDS TL	4YNBN16243C015850	2003
2	1	ANDS TL	4YNBN16283C015849	2003
3	1	ANDS TL	4YNBN12254C021521	2004
4	1	ANDS TL	4YNBN18206C044070	2006
5	1	BEHL	16JF01829S1026623	1995
6	1	BOMG TL	1B9PT132981744024	2008
7	1	CEB TL	CEB020XCB707	2007
8	1	CEC VS	CEC500831203	2003
9	1	CONTINELTAL	1ZJBA31317M051170	2007
10	1	CUST TL	5B732153521003966	2002
11	1	ECON TL	42EDOHF4131000634	2003
12	1	EQUF TL	4Y3US16222S011116	2002
13	1	HMD TL	HM20020143	2002
14	1	HORI TL	4Y3UC1223Y5007447	2001
15	1	KAUF TL	15XFS18285L001024	2005
16	1	KAUF TL	15XFS1865L001023	2005
17	1	KAUF TL	5VGFD2027GL003905	2016
18	1	KKSY TL	1K9BA08105T244070	2005
19	1	KKSY TL	1K9BA08105T244071	2005
20	1	KKSY TL	1K9BA08145T244072	2005
21	1	KKSY TL	1K9BA08165T244073	2005
22	1	LEEB TL	1B9DS15217D309305	2007
23	1	RORI TL	1R9PD27222M356074	2002
24	1	SEAM	1S9A51825W042158	1998
21	1	SOU TL	4Y3US18252S011379	2002
22	1	SOUT TL	4Y3US16202S011017	2002
23	1	SOUT TL	4Y3US18242S010935	2002
24	1	TLZE TL	3496877	1977
25	1	TRAI TL	1DA72R6D3GM008586	1987
26	1	WITTI TL	1W8A11E385S000079	2005
27				
28				
	300	BARRICADES		

SPECIALIZED TRUCKS

ITEM No.	QUANTITY	DESCRIPTION AND CAPCITY OF ITEMS			YEAR MFGD
		DESCRIPTION	S/N		
1	1	FORD VN	TV TRUCK	1FDXE45P96HA0418	2006
2	1	FORD TK	VACTOR TRUCK	1FDZW82E0VVA16881	1997
3	1	STG TK	VACTOR TRUCK	2FZNRJCB5XAA31988	1999
4	1	STRG TK	VACTOR TRUCK	2FZHAWBS68AY09555	2008
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