

INVITATION TO BID

MISCELLANEOUS ROADWAY AND DRAINAGE SERVICES

ITB No. 2020-04



The Town of Miami Lakes Council:

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

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Friday, October 18, 2019
Non-Mandatory Pre-Bid Conference	Tuesday, 10:00 AM, October 29, 2019
Bids Due	11:00 AM EST, November 15, 2019

Miscellaneous Roadway and Drainage Services
ITB 2020-04

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SECTION A. NOTICE TO BIDDERS

ITB Name: Miscellaneous Roadway and Drainage Services
ITB No.: 2020-04
Non-Mandatory Pre-Bid Conference: 10:00 AM EST, Tuesday, October 29, 2019
Bids Due: 11:00 AM EST, Friday, November 15, 2019

Solicitation Overview:

The Scope of Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the repair and maintenance, on an as-needed basis, for various types of horizontal construction, including but not limited to: paving, milling, resurfacing, drainage, sidewalks, curbs and gutters. The Work will predominately involve multiple trades.

This Solicitation is for Projects that have an estimated construction cost for Work Orders will typically range up to \$25,000. The Town anticipated value for the initial year of the Contract will be approximately \$200,000. The Town anticipates maintaining the same levels of funding for the 2nd & 3rd years, which would result in an anticipated value of \$600,000 during the initial three (3) year contract term.

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 11:00 AM on November 15, 2019**, at which time the Bids will be opened.

A Non-Mandatory, Pre-Bid Conference is scheduled for 10:00 AM, October 29, 2019, at Town Hall Community Conference Room. 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

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 minimum of five (5) years of experience performing miscellaneous roadway and/or drainage projects;
2. Must have completed at least five (5) projects of similar size, scope and complexity performed within the last three (3) years;
3. Possess a valid General Contractor or General Engineering Contractor license from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contract;
4. Must self-perform thirty percent (30%) of multiple trade work; and
5. Provide at least three (3) verifiable client references.

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

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 33016 at 10:00 AM, on Tuesday, October 29, 2019.

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 12-142, Section 16, which is available at <http://www.miamilakes-fl.gov>.

B2.19 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section H, together with the acceptable bonds as required in Section B2.20, Performance & Payment Bonds, below.

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 \$100,000. 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 Section, 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 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 Section 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 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.

C1.22 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.

C1.23 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.

C1.24 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).

C1.25 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.

C1.26 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.

C1.27 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.

C1.28 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 Section. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

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

For Contractor:

Fausto Padro
President
National Concrete and Paving, LLC.
15850 SW 170th Ave
Miami, FL 33187
fausto@nationalconcretepaving.com

Space intentionally left blank

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

C2 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 Section 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 Section.

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 Section 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 Section C4.05.

Failure of Contractor to comply with Section 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 Sections 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 Section C1.26 within the timeframe established in Section 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 Section.

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 Section. 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 Section C4.03, and Section 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 Section 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 Section C5.03, Termination for Convenience.

If a Stop Work Order issued under this Section 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 Section 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.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the repair, maintenance, roadways, drainage, sidewalks, curbs and gutters on an as-needed basis. The Work includes, but is not limited to; paving, milling, resurfacing, drainage, striping, asphalt patching, concrete sidewalks, curbs and gutters repairs, installation, and replacement. Work Orders may include more than one of these components of Work.

D2 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible Bidders and only represent the Town's requirements for the first year of the Contract. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. As stated in Section B2.12, where the Town has determined that a Bidder has submitted an unbalanced Bid, said Bid will be rejected as non-responsive.

D3 WORK ORDERS

Work will be issued on an as needed basis through the issuance of Work Orders, which may contain multiple sites. The minimum value of any Work Order issued will be five thousand dollars (\$5,000), utilizing the unit prices based on those stated in the Bid Form.

The Town will issue each Work Order in such a way that the work locations are grouped by vicinity and within a single 3000-foot radius area to minimize contractor mobilization time.

D4 ADDITIONAL LINE ITEM QUANTITIES

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.

D5 CONTRACT TERM/ESTIMATED EXPENDITURE

This Agreement will be effective upon execution by both parties and will continue for a term of three (3) years from the date of execution by the Town or until the Contract value has been expended. No Work is to commence until a Work Order is issued.

D6 OPTION(S) TO RENEW

Prior to or upon completion of the initial term of the Contract or the expenditure of the total value of the contract award, the Town, at its sole discretion, will have an option to renew the Contract upon the same terms and conditions for two (2) additional one (1) year periods (the "Option" or "OTR"). The Town may at its sole discretion, exercise the Option to renew when the total value of the Contract for the initial term or Option year has been fully expended. Any Option will be effective upon receipt of a written notice from the Town Manager or Procurement Manager to the Contractor. The Town may, at its sole discretion may allow for price increases during the Option years due to extraordinary changes in market conditions and market pricing.

D7 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50.

Any Work to be performed outside these hours will require the prior written approval of the Project Manager. A Work Order may establish different working hours than those stated herein.

D8 COMPENSATION

Contractor can submit an invoice for payment for Work performed under a Work Order upon completion and acceptance of all of the Work by the Project Manager. Contractor may include more than one Work Order on the invoice form.

Contractor must use the Town's Standard Invoice Form ("Invoice") for all payment requests. The invoice must include the Work Order numbers to be paid as well as the amount to be paid for each Work Order. Failure to include the above 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 unit prices specified in the Contract.

The acceptance of 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.

D9 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates it needs are for the initial year of the Contract. The Town anticipated expenditure for the initial year of the Contract will be approximately \$200,000. The Town anticipates maintaining the same levels of funding for the 2nd & 3rd years, which would result in an anticipated expenditure of \$600,000 during the initial three (3) year contract term.

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.

D10 LINE ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work (including mobilization and MOT), except for those costs specifically identified as reimbursable costs as stated in Section D11. This includes any incidental costs associated with the Work under a Work Order not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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

D11 REIMBURSABLE 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:

- Permits (from regulatory agencies or any other agency having jurisdiction)
- Police Officer costs when not provided by the Town
- Rental of equipment specifically identified as such in a Work Order.

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.

D12 SPECIFICATIONS

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

D13 AWARD OF PROJECTS

Work Orders will be issued to the Town for all Work. A Work Order may consist of one or more Projects. Work Orders will be issued in one of two ways.

1. Where a Project is based solely on pre-priced line item pricing the Project Manager will calculate the cost of the Project(s) by multiplying the estimated quantities for each line item times the line item price. The Project Manager will then provide the Contractor a written Work Order for a Project(s) and provide it with the spreadsheet used for the calculations (if one is required), the timeframe for completing the Project(s), and available drawings (if any), and any additional contract terms and conditions specific to the Project(s) or the Work Order, including but not limited to additional insurance, liquidated damages, etc.

The Contractor is responsible to visit the site, review any drawings and the spreadsheet, to confirm that the proposed quantities and value stated in the Work Order for the Project(s) is correct. The Contract may request that the Project Manager meet in the field to review the Work Order. If the Contractor believes that that either the quantities, line items, scope or other details are incorrectly stated on the Work Order the Contractor is to notify the Project Manager is writing of their findings within forty-eight (48) hours or the Town will consider the Work Order as accepted by the Contractor. The Project Manager will review any recommended revisions and if necessary, make any revisions. Once revised and forwarded to the Contractor, the Contractor will have twenty-four (24) hours to accept or reject the Work Order. If rejected the Town may have the Work performed by others. Repeated rejections of Work Orders may result in termination of the Contract.

2. If a Project requires work that includes non-pre-priced work, then the Project Manager will request a written Work Order Proposal ("Proposal") from the Contractor. Upon receipt of the Proposal from the Contractor the Project Manager will review the Proposal and either accept, reject or negotiate the Proposal. Once finalized the Project Manager will issue a Work Order for the Work to be performed.

D14 LIQUIDATED DAMAGES

The Town may establish liquidated damages on a Work Order by Work Order basis. Where the Town determines that liquidated damages will apply to a Work Order the amount established will be stated in the Work Order.

The Contractor is obligated and guarantees to complete the Work Order in the established in the Work Order or any approved extension of time the Contractor may be granted by the Project Manager. In the event of a delay in completion beyond the date established in the Work Order, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum stated in the Work Order, 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 Work Order.

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.

D15 RELEASE OF LIENSSUBCONTRACTOR'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 Section D8.

Conditional Release of Liens are not accepted by the Town.

D16 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.

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available at the website address identified in Section D8.

D17 TOWN FURNISHED DRAWINGS

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.

D18 REQUEST FOR INFORMATION

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

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

D19 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Work Order 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 Work Order and 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 under a Work Order. 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 completion and acceptance by the Town of the Work under the Work Order.

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.

D20 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.

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.

D21 STAGING SITE

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

D22 WORK ORDER COMPLETION, PUNCH LIST & FINAL COMPLETION

The Work under a Work Order will be complete ("Final Completion") when the Project Manager accepts all of the Work performed under a Work Order. Where the Project Manager determines that additional Work is required to complete a Work Order the Project Manager will create a punch list containing all of the Work to be performed to achieve Final Completion of the Work Order.

The Punch List is to 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 Punch List does not relieve the Contractor from completing the remaining Work to the satisfaction of the Project Manager.

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

D23 OWNERSHIP OF THE WORK

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

D24 RECORD SET

For Work Orders where the Town has provided a set of Plans for a Work Order the 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 of the Work Order 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.

END OF SECTION

CONTRACT EXECUTION FORM

This Contract 2020-04 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 National Concrete Paving, LLC, 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: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR

National Concrete & Paving, LLC.
(Contractor's Name)

By: _____

By:  _____

Name: Fausto Padron

Title: Member

Date: 11/15/19.

(*) 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, National Concrete & Paving ^{LLC}, 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 Member
(type title of officer)
Fausto Padron, 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 15 day of Nov., 2019.



Corporate Secretary

(Corporate Seal)

SECTION E. CONTRACTOR'S PROPOSAL

SECTION E. BID FORM

This Bid is submitted on behalf of National Concrete & Paving, LLC., (hereinafter "Bidder") located at
(Name of Bidder)

15850 SW 170th Ave Miami, FL 33187, submitted on 11/15/2019,
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No.** 220-04 **for**

Miscellaneous Roadway & Drainage Services

(Solicitation Title)

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

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

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

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

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

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

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

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

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

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

BID PRICE

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form (Attachment PS) 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.

Pricing Details

The estimated quantities stated in Form-PS, the Price Sheet, are those that are anticipated for the first year of the initial three (3) year contract period. The Town anticipates that the quantities for the remaining two years of the initial term of the Contract will be the same the actual budget amounts will be determined on an annual basis. The estimated value for the 1st year is \$200,000, which would reflect a potential total value of \$600,000 over the initial three (3) year term.

Unit prices for the bid items are intended to establish a total price for completing a Project in its entirety.

The unit prices stated by the Bidder in Form-PS include all costs and expenses for labor, equipment, materials, maintenance of traffic (MOT) swale restoration, clearing and grubbing, demolition, debris removal, disposal, root pruning, preparation, compaction, restoration, temporary striping, inlet protection (Baled Hay, Straw, or Filter Fabric), contractor's overhead and profit. All work and incidental costs are to be included in the unit prices and no separate payments will be made for incidentals.

Bidders are bidding on a lump sum basis for the purpose of determining the lowest responsive and responsible Bidders. However, Contractors will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed.

Our **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: \$ 399 955.50

BID ITEM NOTES

1. All items must follow the latest version of the FDOT Standard Specification and Design Standards unless otherwise specified in a Work Order or in plans accompanying a Work Order. Both references can be found at <http://www.dot.state.fl.us/specificationoffice/Implemented/SpecBooks/default.shtm> and <http://www.dot.state.fl.us/rddesign/DS/15/STDs.shtm> respectively.
2. Bid Item 119-01 is a square yard pay item that includes all work associated with repairing or replacing concrete driveway aprons including disposal of all concrete removed. This pay item also includes matching stamped concrete driveway aprons and existing driveway apron colors.
3. Bid Item 119-02 is a square yard pay item that includes all work associated with repairing or replacing paver driveway aprons including disposal of all pavers removed.
4. Bid Items 120-1 and 120-4 include all cost associated with the excavation, transport, and if required disposal of excavated materials.
5. Bid Item 331-1 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase must be included in Bid Items 430-175115, 430-175118, 430-175124, 443-70-3, and 443-70-4 for bidding purposes, an average asphalt thickness of one (1) inch is to be used.
6. Bid Item 331-3 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. All asphalt costs associated with the trench/pavement restoration phase must be included in Bid Items 430-175115, 430-175118, 430-175124, 443-70-3, and 443-70-4.
7. Bid Item 334-2-2 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase must be included in Bid Items 430-175115, 430-175118, 430-175124, 443-70-3, and 443-70-4 for bidding purposes, an average asphalt thickness of one (1) inch is to be used.
8. Bid Item 334-2-1 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase must be included in Bid Items 430-175115, 430-175118, 430-175124, 443-70-3, and 443-70-4 for bidding purposes, an average asphalt thickness of one (1) inch is to be used.
9. Bid Item 380-1 includes responding and repairing pothole, within 24 hours of notification from the Town. The repair includes all work such as removal and replacement of existing base and asphalt for a complete and accepted pothole repair. Responding is making safe area with "cold" patch. This item does not qualify for MOB or ER pay items.
10. Bid Items 425-1204, 425-1311, 425-1321, 425-1331, 425-1341, 425-1351, 425-1361, 425-1521, 425-1541, 425-2-41, 425-2-42, 425-2-71, 425-2-72, 425-5, 425-6, 425-74-1, and 425-74-2 includes all costs associated with installing inlets and manholes, modifying/core drilling existing inlets, and all drainage pipe connections per the plans.
11. Bid Items 430-175115, 430-175118, 430-175124, 443-70-3, and 443-70-4 includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, and asphalt restoration per the plans on details.
12. Bid Items beginning with 522 may include pedestrian ramp.
13. All Bid Items beginning with 711, will include temporary striping.
14. Bid Items M-1, M-2, M-3, M4, M-5, AND M-6 include transportation and placement in designated areas

assigned by Town.

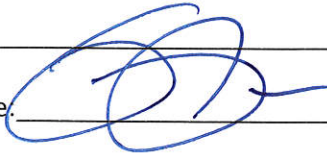
15. Bid Item M-4 to match color provided by the Town.
16. Bid Item 737-7 includes all necessary advanced explorations to verify and determine existing pipe invert elevations, material, and locations where conflicts with the proposed drainage system may occur (soft digs). Work also include verification and determination of interior dimensions and elevations (including pipe inverts) of any existing affected drainage structure. If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Project Manager and provide all pertinent field information to assist the resolution of the conflict. This Work is to be carried out in advance of construction.
17. M-1 must meet the quality requirements of FDOT Specification 901-1.4.
18. M-2 must meet the quality requirements of FDOT Specification 911.
19. M-3 must meet the quality requirements of FDOT Specification 902-3.3.
20. M-5 must meet FDOT Specification for Drainage – D-3 equivalent or better.
21. Emergency response is a Percentage pay item based on total items per WO (total amount not to include other items that are percentage base) will require the Contractor to mobilize at the Project Site within two hours of notification by the Project Manager, ready to perform work seven days per week between the hours of 7:00 am & 7:00 pm.

Firm's Name: National Concrete Paving, LLC.

SSN or Federal ID No.: 47-1078394 Telephone No.: 305-232-4887

E-Mail Address: fausto@nationalconcretepaving.com Facsimile No.: N/A

Town/State/Zip: Miami, FL 33187

Printed Name/Title: Fausto Padron / Member Signature: 

Miscellaneous Roadway & Drainage Services

ITB 2020-04

Form PS (Bid Form)

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Total
104-11	FLOATING TURBIDITY BARRIER	50	LF	\$ 10.00	\$ 500.00
104-13-1	STAKED SILT FENCE, TYPE III	100	LF	\$ 5.00	\$ 500.00
119-01	DRIVEWAY RESTORATION (CONCRETE/STAMPED)	50	SY	\$ 70.00	\$ 3,500.00
119-02	DRIVEWAY RESTORATION (PAVERS)	50	SY	\$ 70.00	\$ 3,500.00
120-1	REGULAR EXCAVATION	100	CY	\$ 11.00	\$ 1,100.00
120-4	SUBSOIL EXCAVATION	100	CY	\$ 17.00	\$ 1,700.00
121-70	FLOWABLE FILL	10	CY	\$ 135.00	\$ 1,350.00
160-4	TYPE B STABILIZED SUB-BASE (12" THICK, LBR=40)	50	SY	\$ 3.40	\$ 170.00
210-1-8	REWORK LIMEROCK BASE (4" THICK) SINGLE COURSE PRIMED - INCLUDE MATERIAL	75	SY	\$ 15.00	\$ 1,125.00
210-1-1	REWORK LIMEROCK BASE (6" THICK) SINGLE COURSE PRIMED - INCLUDE MATERIAL	75	SY	\$ 17.00	\$ 1,275.00
285-70-4	OPTIONAL BASE (BASE GROUP 04)	50	SY	\$ 18.00	\$ 900.00
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	100	SY	\$ 5.00	\$ 500.00
327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	100	SY	\$ 6.00	\$ 600.00
327 70 5	MILLING EXIST ASPH PAVT, 2" AVG DEPTH	100	SY	\$ 7.00	\$ 700.00
331-1	Type S (SP-12.5) Asphaltic Concrete (As directed)	500	SY	\$ 9.00	\$ 4,500.00
331-3	Type S-III (SP-9.5) Asphaltic Concrete Surface Course (3/4")	500	SY	\$ 9.00	\$ 4,500.00
334-2-1	FRICTION COURSE ASPH CONC, TRAFFIC B, FC-9.5 (1" THICK)	500	SY	\$ 10.00	\$ 5,000.00
334-2-2	SUPERPAVE ASPH CONC, TRAFFIC B, TYPE SP-12.5 (2" THICK)	500	SY	\$ 17.00	\$ 8,500.00
380-1	POTHOLE REPAIRS (TYPICAL SIZE 4' X 4')	50	SY	\$ 60.00	\$ 3,000.00
425-1204	INLETS, CURB, TYPE 9, J BOT, >10'	2	EA	\$ 5,000.00	\$ 10,000.00
425-1311	INLETS, CURB, TYPE P-1, <10'	2	EA	\$ 3,500.00	\$ 7,000.00
425-1321	INLETS, CURB, TYPE P-2, <10'	2	EA	\$ 4,000.00	\$ 8,000.00
425-1331	INLETS, CURB, TYPE P-3, <10'	2	EA	\$ 4,500.00	\$ 9,000.00
425-1341	INLETS, CURB, TYPE P-4, <10'	2	EA	\$ 5,000.00	\$ 10,000.00
425-1351	INLETS, CURB, TYPE P-5, <10'	2	EA	\$ 5,000.00	\$ 10,000.00
425-1361	INLETS, CURB, TYPE P-6, <10'	2	EA	\$ 5,450.00	\$ 10,900.00
425-1521	INLETS, DT BOT, TYPE C, <10'	2	EA	\$ 3,300.00	\$ 6,600.00
425-1541	INLETS, DT BOT, TYPE D, <10'	2	EA	\$ 3,500.00	\$ 7,000.00
425-2-41	MANHOLES, P-7, <10'	2	EA	\$ 3,650.00	\$ 7,300.00

425-2-42	MANHOLES, P-7, >10'	2	EA	\$ 4,300.00	\$ 8,600.00
425-2-71	MANHOLES, J-7, <10'	1	EA	\$ 5,000.00	\$ 5,000.00
425-2-72	MANHOLES, J-7, >10'	1	EA	\$ 5,000.00	\$ 5,000.00
425-5	MANHOLE, ADJUST	5	EA	\$ 350.00	\$ 1,750.00
425-6	VALVE BOXES, ADJUST	10	EA	\$ 200.00	\$ 2,000.00
425-74-1	MANHOLES & INLETS CLEANING & SEALING, <10'	4	EA	\$ 1,200.00	\$ 4,800.00
425-74-2	MANHOLES & INLETS CLEANING & SEALING, >10'	4	EA	\$ 1,200.00	\$ 4,800.00
430-94-1	DESILTING PIPE, 0 - 24"	150	LF	\$ 15.00	\$ 2,250.00
430-175115	PIPE CULVERT,HDPE,ROUND, 15"S/CD	100	LF	\$ 120.00	\$ 12,000.00
430-175118	PIPE CULVERT,HDPE,ROUND, 18"S/CD	100	LF	\$ 120.00	\$ 12,000.00
430-175124	PIPE CULVERT,HDPE,ROUND, 24"S/CD	100	LF	\$ 130.00	\$ 13,000.00
443-70-3	FRENCH DRAIN, 18"	100	LF	\$ 125.00	\$ 12,500.00
443-70-4	FRENCH DRAIN, 24"	100	LF	\$ 140.00	\$ 14,000.00
520-1-10	CONCRETE CURB AND GUTTER "F" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	100	LF	\$ 22.00	\$ 2,200.00
520-2-4	CONCRETE CURB "D" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	150	LF	\$ 20.00	\$ 3,000.00
520-2-8	CONCRETE CURB "RA" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	100	LF	\$ 19.00	\$ 1,900.00
520-3	VALLEY GUTTER - CONCRETE (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	200	LF	\$ 22.00	\$ 4,400.00
520-70	CONCRETE SEPARATOR WITH "A" CURB (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	50	SF	\$ 50.00	\$ 2,500.00
522-1A	CONCRETE NEW EXISTING 4" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	100	SY	\$ 36.00	\$ 3,600.00
522-1B	CONCRETE REPLACE EXISTING 4" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	200	SY	\$ 42.00	\$ 8,400.00
522-2A	CONCRETE NEW EXISTING 6" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	75	SY	\$ 45.00	\$ 3,375.00
522-2B	CONCRETE REPLACE EXISTING 6" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	150	SY	\$ 46.00	\$ 6,900.00
522-3A	CONCRETE NEW EXISTING 8" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	50	SY	\$ 60.00	\$ 3,000.00
522-3B	CONCRETE REPLACE EXISTING 8" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	100	SY	\$ 65.00	\$ 6,500.00
522-4-2	COLORLED CONCRETE BUS BAY (12" THICK) SURFACE (INCLUDING 10" REINFORCED CONCRETE SLAB WITH #5 REBAR AT 10" O/C EACH WAY, REINFORCED STEEL & MORTAR BED)	50	SY	\$ 100.00	\$ 5,000.00
526 -1-1	PAVERS, ARCHITECTURAL, ROADWAY	20	SY	\$ 70.00	\$ 1,400.00
526-1-2	PAVERS, ARCHITECTURAL, SIDEWALK	20	SY	\$ 120.00	\$ 2,400.00
527-1	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	20		\$ 150.00	\$ 3,000.00

527-2	DETECTABLE WARNINGS	100	SF	\$ 25.00	\$ 2,500.00
536-1-0	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	500	LF	\$ 20.00	\$ 10,000.00
536-1-1	GUARDRAIL -ROADWAY, GENERAL TL-3	200	LF	\$ 25.00	\$ 5,000.00
536-2	GUARDRAIL (SHOP-BENT PANELS)	100	LF	\$ 35.00	\$ 3,500.00
536-7	SPECIAL GUARDRAIL POST	20	EA	\$ 340.00	\$ 6,800.00
536-7-1	SPECIAL GUARDRAIL POST- DEEP POST FOR SLOPE BREAK CONDITION-TIMBER OR STEEL	20	EA	\$ 350.00	\$ 7,000.00
570-1-2	PERFORMANCE TURF, SOD	500	SY	\$ 11.50	\$ 5,750.00
663-1	TRAFFIC LOOP REPLACEMENT	4	EA	\$ 1,700.00	\$ 6,800.00
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	4	AS	\$ 205.00	\$ 820.00
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	4	AS	\$ 450.00	\$ 1,800.00
706-3WR	REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	300	EA	\$ 4.25	\$ 1,275.00
706-3B	REFLECTIVE PAVEMENT MARKERS (BLUE)	50	EA	\$ 4.25	\$ 212.50
706-3Y	REFLECTIVE PAVEMENT MARKERS (YELLOW)	200	EA	\$ 4.25	\$ 850.00
711-11111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	300	LF	\$ 0.18	\$ 53.47
711-11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	100	LF	\$ 1.00	\$ 100.00
711-11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	100	LF	\$ 1.15	\$ 115.00
711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	100	LF	\$ 2.15	\$ 215.00
711-11131	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	100	LF	\$ 1.75	\$ 175.00
711-11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	100	LF	\$ 1.75	\$ 175.00
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	10	EA	\$ 120.00	\$ 1,200.00
711-11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	10	EA	\$ 90.00	\$ 900.00
711-11180	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	50	LF	\$ 13.00	\$ 650.00
711-11211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	300	LF	\$ 0.41	\$ 121.76
711-11223	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 12"	100	LF	\$ 1.00	\$ 100.00
711-11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	100	LF	\$ 3.00	\$ 300.00
711-11225	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 24"	50	LF	\$ 2.00	\$ 100.00
711-11231	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	300	LF	\$ 2.00	\$ 600.00
711-11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	300	LF	\$ 2.00	\$ 600.00
711-12101	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 6"	300	LF	\$ 2.00	\$ 600.00
711-12131	THERMOPLASTIC, REFURBISHMENT, WHITE, SKIP, 6"	300	LF	\$ 2.00	\$ 600.00
711-12151	THERMOPLASTIC, REFURBISHMENT, WHITE, DOTTED/ GUIDELINE /6-10 GAP EXTENSION, 6"	100	LF	\$ 2.00	\$ 200.00

711-12160	THERMOPLASTIC, REFURBISH, WHITE, MESSAGE	5	EA	\$ 130.00	\$ 650.00
711-12170	THERMOPLASTIC, REFURBISH, WHITE, ARROWS	5	EA	\$ 130.00	\$ 650.00
711-12201	THERMOPLASTIC, REFURBISHMENT, YELLOW, SOLID, 6"	200	LF	\$ 2.00	\$ 400.00
711-12231	THERMOPLASTIC, REFURBISHMENT, YELLOW, SKIP, 6"	200	LF	\$ 2.00	\$ 400.00
711-300	THERMOPLASTIC, REMOVE	200	LF	\$ 2.00	\$ 400.00
737-7	ADVANCED UTILITY EXPLORATION (SOFT DIGS)	5	EA	\$ 500.00	\$ 2,500.00
M-1	NO. 4 STONE	30	CY	\$ 25.00	\$ 750.00
M-2	LIMEROCK, LBR 100	30	CY	\$ 25.00	\$ 750.00
M-3	FILL SAND	30	CY	\$ 9.00	\$ 270.00
M-4	NO. 57 STONE	30	CY	\$ 25.00	\$ 750.00
M-5	FILTER FABRIC	100	SY	\$ 6.50	\$ 650.00
M-6	UNI-LOCK 4X8 6CM HOLLANDSTONE PAVERS	50	SY	\$ 110.00	\$ 5,500.00
Price Subtotal					\$ 356,777.73

	Item Description	Value	Estimated Quantity	%	Total
	Mobilization (See Bid Item Note 7)			10%	\$ 35,677.77
	Emergency Response (See Bid Item Note 1)	\$ 25,000	2	15%	\$ 7,500
Total Bid Amount					\$ 399,955.50

Bid Item Notes

- Bidder is to enter the percentage value to identify the additional cost for an emergency response. An emergency response is defined as the Contractor mobilizing at the Project site within two hours of notification seven days per week between the hours of 7:00 am & 7:00 pm. For purposes of evaluation only the value of \$25,000 has been used for a work order to establish the total cost to be used in determining the lowest Bidder.
- All bid prices shall be inclusive of all labor, equipment, material, machinery, tools, means of transportation, maintenance of traffic, supplies, equipment, applicable permitting coordination and services, testing costs, sales tax and all other applicable taxes and fees.
- Reference ITB Section 5 for Bid Items notes.
- It is the intention of the Town to award a contract to the lowest responsible Bidder based on the total amount of the bid.
- Contractor will be paid based on actual work performed.
- 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.
- Mobilizations to be paid once per Work Order at 10% of Work Order Subtotal.



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?

5

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

Issuance Date

General Contractor , Spanioli Mark, CGC1504390

08/05/2019

(*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:

47-1078394

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

Certified General Contractor

- i. Date Licensed by DBPR:

05/29/2002

- ii. License Number:

CGC 1504390

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

June, 2014

- i. Date filed:

06/11/2014

- ii. Document Number:

L14000093762

- d. Primary Office Location:

15850 SW 170 th Ave , Miami, FL 33187

- e. What is your primary business?

General Contractor

(This answer should be specific)



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

Mark Spanioli, CGC1504390, Paid Employee

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

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
N/A		

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Fausto Padron	Member	100

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



N/A

- 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
Fausto Padron	Member	<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: 50

b. Total No. of Managerial/Admin. Employees: 8

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

Superintendent - 3 Laborers - 7

Foreman - 10 Operators - 6

Concrete Finisher - 6 Pipe Laborers - 10

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:



J & A Insurance Services, Inc./ 12918 SW 133 Ct, Miami, FL 33186

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

Jessica Rivero /786-518-2989/ jainsuranceservices@gmail.com

c. Insurance Experience Modification Rating (EMR): 1.00
(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:

Nielson Hoover & Associates / 8000 Governors Square BLVD Suite 101, Miami Lakes , FL 33016

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

Olga L. Iglesias, 305-722-2663, oiglesias@nielsonbonds.com

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

0

8. Have any lawsuits been filed 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

14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Joniel Diaz

b. How many years has the PM been with the Company: 1

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

Civil Engineer Bachelor FIU

Temporary Traffic Control Advance Course

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.

Navarro Hialeah , Pollo Tropical Pinecrest

7-11-38187 Aldi Doral

Wendy's Hollywood

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

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



None

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

Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities , Concrete (100%)

15. Current and Prior Experience:

a. Current Experience

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

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

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

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

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

By: 
Signature of Authorized Officer

11/15/19
Date

Fausto Padron



Printed Name



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2020-04

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


Addendum No. <u>1</u> ,	Dated <u>10/29/19</u>
Addendum No. <u>2</u> ,	Dated <u>11/6/19</u>
Addendum No. <u>3</u> ,	Dated <u>11/12/19</u>
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: National Concrete & Paving, LLC.

Authorized Representative's Name: Fausto Padron

Title: Member

Authorized Signature: 



ITB 2020-04

Miscellaneous Roadway and Drainage Services

Addendum #1

Due Date: 11:00 AM, November 15, 2019

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

Clarifications:

1. This addendum is issued, in part, to provide the bid tabulation from the previous solicitation, the two (2) current contracts, and work orders issued over the last year provided as separate attachments.

Questions and Answers:

1. Is a bid bond required with the submission of this bid?

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

Acknowledgement:

Fausto Padron
Name of Signatory

Member
Title
10/29/19

Date



Signature

National Concrete & Paving, LLC.
Name of Bidder



ITB 2020-04

Miscellaneous Roadway and Drainage Services

Addendum #2

Due Date: 11:00 AM, November 15, 2019

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

Clarifications:

1. This addendum is issued to provide Form CRL – Client Reference Letter, attached hereto and provided as a separate attachment.

Acknowledgement:

Fausto Padron
Name of Signatory

Member
Title

11/6/2019
Date


Signature

National Concrete & Paving, LLC.
Name of Bidder



ITB 2020-04

Miscellaneous Roadway and Drainage Services

Addendum #3

Due Date: 11:00 AM, November 15, 2019

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

Clarifications:

1. Minimum Requirements to Submit a Response is hereby amended as follows:
"To be eligible for award of this project, bidder must:
5. Provide at least three (3) verifiable client references"

Acknowledgement:

Fausto Padron
Name of Signatory

Member
Title

11/12/2019
Date


Signature

National Concrete & Paving, LLC.
Name of Bidder

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of National Concrete & Paving, LLC, a corporation organized and existing under the laws of the State of FLORIDA, held on the 11 day of June, 2014, a resolution was duly passed and adopted authorizing (Name) Fausto Padron as (Title) Member 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 14, day of November, 2019.

Secretary: _____

Print: Fausto Padron

**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

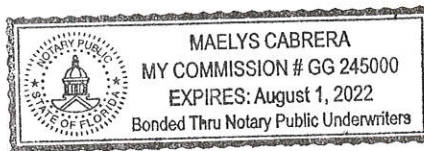
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE) SS:

The foregoing instrument was acknowledged before me this 14 day of November, 2019, by Fausto Padron, who is personally known to me or who has produced N/A as identification and who (☐ did / ☒ did not) take an oath.

Maelys Cabrera
SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

Maelys Cabrera
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

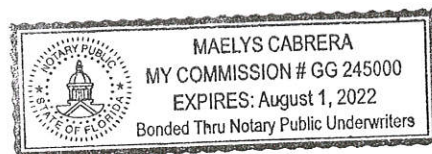
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and N/A or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm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

By: [Signature]
Title: Member

BEFORE ME, the undersigned authority, personally appeared Fausto Padron 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 N/A executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 14 day of November, 2019.

My Commission Expires: August 1ST, 2022
Maelys Cabrera
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: National Concrete & Paving, LLC.

Authorized representative (print): Flavio Padron

Authorized representative (signature):  Date: 11/14/2019

State of Florida }
County of Miami Dade } SS:

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.

National Concrete & Paving, LLC
Company Name:

November 14th, 2019
Date


Authorized Signature:

Paulo Padron, Member
Printed Name and Title

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

a) He/she is the Member, (Owner, Partner, Officer, Representative or Agent) of National Concrete & Paving, LLC, 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.

Witness

By: _____

Fausto Padron

Member

BEFORE ME, the undersigned authority, personally appeared Fausto Padron 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 Fausto Padron executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 14 day of November, 2019.

My Commission Expires: August 1st, 2022

Martín Cabrera

MAELYS CABRERA
MY COMMISSION # GG 245000
EXPIRES: August 1, 2022
Bonded Thru Notary Public Underwriters



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: National Concrete & Paving, LLC. Solicitation No.: 2020-04

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

Proposer shall disclose to the Town:

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

N/A

Last name	First name	Relationship

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

N/A

Last name	First name	Relationship


Authorized Signature

11/14/2019
Date:

Fausto Padron
Print Name

Member
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 Fausto Padron
[print individual's name and title]

for National Concrete & Paving, LLC.
[print name of entity submitting sworn statement]

whose business address is

15850 SW 170th Ave, Miami, FL 33187

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1078394

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

signing this sworn statement: N/A)

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

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

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

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

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

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

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

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

X 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]**

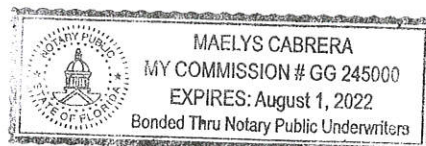
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE 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 Fausto Padron 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 Fausto Padron executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 14 day of November, 2019.

My Commission Expires: August 1ST, 2022

Maelys Cabrera
Notary Public State of Florida at Large



Attachment #1

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J&A Insurance Services, Inc 12918 SW 133 Ct Miami FL 33186		CONTACT NAME: Jessica Rivero PHONE (A/C, No, Ext): 786-518-2989 E-MAIL: jainsuranceservices@gmail.com ADDRESS: 305-233-4289	
INSURED National Concrete & Paving LLC 15850 SW 170 AVE Miami FL 33187		INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Express Insurance Company INSURER B: Bridgefield Casualty Insurance Company INSURER C: AGCS INSURER D: United Specialty Insurance Company INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DCI01279-00	11/08/2019	11/08/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			07832874-1	07/05/2019	07/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	196-47839	01/01/2019	01/01/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			MIXI930798246043	02/01/2019	02/01/2020	Limit 2,248,186 Ded \$1,000AOP Wind & Hail 5%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment #2

Previous Experince

Project Name	Contract Amount	Description	Owner & Contact Information
Navarro Hialeah	\$407,450.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	Oak Construction Company 4000 SW 30th Ave , Ft Lauderdale, FL 33312 David Roland (954)-583-9625
7-11-33187	\$273,000.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	BRV Construction Services 12060 SW 129th Court (Suite 210) Miami , Fl 33186 Rembert Sanchez (305)283-7953
Wendy's Hollywood	\$171,217.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	Yagar Construction 2150 NW 9th ST Miami , FL 33125 Jorge Garcia(305)-649-7509
Pollo Tropical Pinecrest	\$150,000.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	Yagar Construction 2150 NW 9th ST Miami , FL 33125 Jorge Garcia(305)-649-7509
Aldi Doral	\$640,106.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	Oak Construction Company 4000 SW 30th Ave , Ft Lauderdale, FL 33312 David Roland (954)-583-9625
7-11 Gas Station	\$258,360.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	BRV Construction Services 12060 SW 129th Court (Suite 210) Miami , Fl 33186 Rembert Sanchez (305)283-7953

Attachment #3

Client Reference Letter



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for 2020-04 for Miscellaneous Roadway and Drainage Services

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: National Concrete & Paving LLC

Name of Project: Pollo Tropical Pinecrest

Scope of Work: site work

Initial Value of Contract: \$ 150,600 Is contract still active? ☐ Yes ☐ No

Final Contract Value: \$ 150,600

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

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

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

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

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

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

Name of Owner: Yagar Construction

Name of individual completing this form: Jorge H. Garcia Jr Date: 11/14/19

Signature: [Signature] Title: V.P.

Telephone: 305-469-4093 E-mail: jorgejr@yagarconstruction.com

Sincerely,

Nathalie Garcia
Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for 2020-04 for Miscellaneous Roadway and Drainage Services

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: National Concrete & Paving, LLC.

Name of Project: West Hollywood Plaza

Scope of Work: drainage, paving, curbing concrete for an entire shopping center

Initial Value of Contract: \$1,200,000 Is contract still active? ☐ Yes ☐ No

Final Contract Value: \$1,200,000.00

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

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

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

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

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

successful project w/ a great sub. Please feel free to call me anytime to discuss further.

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

Name of Owner: Oak Construction

Name of individual completing this form: David Roland Date: 11/14/19

Signature: [Signature] Title: Senior Project Manager

Telephone: 954-579-1071 E-mail: davidr@oakconstruction.com

Sincerely,

Nathalie Garcia
Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for 2020-04 for Miscellaneous Roadway and Drainage Services

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: National Concrete & Paving, LLC

Name of Project: Drainage & Surface Restoration

Scope of Work: drainage, paving, concrete, etc.

Initial Value of Contract: \$ 22,000 Is contract still active? ☐ Yes ☐ No

Final Contract Value: \$ 22,000

Was the work performed timely: ☒ Yes ☐ No

Was the work performed to acceptable quality standards? ☒ Yes ☐ No

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

Number of Change Orders: 0 Were any Contractor driven? ☐ Yes ☐ No NONE

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

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

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

Name of Owner: Town of Davie

Name of individual completing this form: Abidemi Ajayi Date: 11/14/19

Signature: [Signature] Title: Assistant Town Engineer

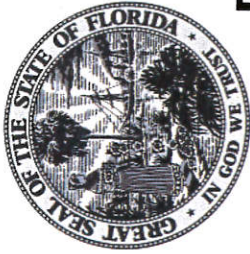
Telephone: 954-797-1096 E-mail: aaajayi@davie-fl.gov

Sincerely,

Nathalie Garcia
Procurement Manager

Attachment #4

License



Ron DeSantis, Governor

Halsey Beshears, 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

SPANIOLI, MARK

NATIONAL CONCRETE AND PAVING LLC
15850 SOUTHWEST 170TH AVENUE
MIAMI FL 33187

LICENSE NUMBER: CGC1504390

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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