

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-15, MISCELLANEOUS CONCRETE WORK ON SIDEWALKS, CURBS, RAMPS, & ASSOCIATED INFRASTRUCTURE TO MAGGOLC, INC. & R&G ENGINEERING, INC. IN AMOUNTS NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the “Town”) requires routine repair and maintenance for Town sidewalks, curbs, ramps, and other associated infrastructure, as well as the construction of new sidewalks to further implement the Town’s initiative to complete its sidewalk network; and

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

**WHEREAS**, in accordance with Section 5 of Town Ordinance 17-203, the Town issued an Invitation to Bid (“ITB”) No. 2018-15 on April 27, 2018, for Miscellaneous Concrete Work on Sidewalks, Curbs, Ramps, & Associated Infrastructure; and

**WHEREAS**, the ITB was advertised online via two public bidding websites, DemandStar and Public Purchase, and was physically posted in the Government Center Lobby; and

**WHEREAS**, the Town received ten (10) bids by the submittal deadline from the following bidders: (1) Maggolg, Inc. (“Maggolg”), (2) R&G Engineering, Inc. (“R&G”), (3) HG Construction Development and Investments, Inc., (4) Stone Concept Miami, Inc., (5) Metro Express, Inc., (6) CEEPCO Contracting, (7) Pabon Engineering, Inc., (8) Team Contracting, Inc., (9) EnviroWaste Services Group, and (10) AUM Construction, Inc.; and

**WHEREAS**, the Town’s Procurement Department performed a due diligence review of the lowest four bids for responsiveness and found that all proposals were responsive; and

**WHEREAS**, the Procurement Department recommended awarding two contracts: one to Maggolg to serve as the primary contractor, responsible for performing all contractual obligations under ITB 2018-15, and one to R&G to serve as the secondary contractor, ready to perform should performance issues arise with the primary contractor; and

**WHEREAS**, the Town Manager concurs and recommends the approval of the contracts with Maggolg and R&G for Miscellaneous Concrete Work on Sidewalks, Curbs, Ramps, & Associated Infrastructure in an amount not to exceed budgeted funds; and

**WHEREAS**, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into contracts with Maggolg and R&G for Miscellaneous Concrete Work on Sidewalks, Curbs, Ramps, & Associated Infrastructure in an amount not to exceed budgeted funds.

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

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

**Section 2.**     **Approval of the Contract.**     The Town Council hereby approves the award of two contracts, one to Maggolc, Inc. and one to R&G Engineering, Inc., in substantially the form attached hereto as Exhibits “A” and “B” respectively, for Miscellaneous Concrete Work on Sidewalks, Curbs, Ramps, & Associated Infrastructure in an amount not to exceed budgeted funds (hereinafter referred to as “Contracts”).

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

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

**Section 5.**     **Execution of the Contract.**     The Town Manager is authorized to execute the Contracts with Maggolc, Inc. and R&G Engineering, Inc. in amounts not to exceed budgeted funds and to execute any extension and/or amendments to the Contracts, subject to approval as to form and legality by the Town Attorney.

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

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

---

Manny Cid  
MAYOR

Attest:

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Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

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

# **EXHIBIT A**

Agreement  
between the  
Town of Miami Lakes  
and  
**Maggolc, Inc.**  
for

Miscellaneous Concrete Work on Sidewalks, Curbs, Ramps, &  
Associated Infrastructure, ITB 2018-15

# INVITATION TO BID

## Miscellaneous Concrete Work for Sidewalks, Curbs, Ramps, & Associated Infrastructure

**ITB No. 2018-15**



**The Town of Miami Lakes Council:**

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

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

<b>Date Advertised</b>	Friday, April 27, 2018
<b>Bids Due</b>	Friday, May 18, 2018

# Miscellaneous Concrete Work for Sidewalks, Curbs, Ramps, & Associated Infrastructure

## ITB 2018-15

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Miscellaneous Concrete Work for Sidewalks, Curbs, Ramps, & Associated Infrastructure

**ITB No.:** 2018-15

**Bids Due:** 11:00am, Friday, May 18, 2018

### **Overview:**

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide repair and replacement services for Town sidewalks, curbs, ramps, and other associated infrastructure ("Services").

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 CD-ROM or Flash Drive. Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00am on May 18, 2018** at which time the Bids will be opened.

The Town is soliciting Bids and intends to select qualified, licensed and experienced contractors to provide miscellaneous concrete work to the Town on an as-needed basis in accordance with the terms, conditions and specifications contained herein. The Town intends to utilize the resulting contract for repair and replacement of existing sidewalks, curbs, ADA ramps, and associated infrastructure, as well as for new construction of the same that may arise on an as-needed basis.

As part of the its Strategic Plan and mobility initiatives, the Town is working toward completing its sidewalk network. The desire is to have a fully connected sidewalk network that further incentivizes and aids the flow of pedestrian traffic. The initiative entails the construction of approximately 82,000 linear feet of sidewalk with widths ranging from six to ten feet. Funding for each sidewalk segment will depend upon the establishment of special assessment districts. It is the Town's intention to utilize this contract for completion of this initiative.

### **Scope of Work:**

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the repair, replacement, or construction of sidewalks, curbs, ADA ramps, associated infrastructure, and other miscellaneous structure adjustments and concrete work on an as-needed basis. All work shall be executed in accordance with applicable Town of Miami Lakes, Miami Dade County and Florida Department of Transportation standards and specifications. The Work includes, but is not limited to, the following:

#### **Sidewalk Work:**

- Demolition, removal, disposal of the existing concrete slabs, removal of tree root obstructions, placement of backfill material, and placement of new concrete sidewalk flags.
- Leveling out of sub-grade, which shall be leveled in a manner that will provide a smooth transition between the new and existing concrete.
- All exposed areas will be properly secured with barricades, cones, mesh fencing, and/or construction tape. Plastic sheeting will be placed over newly poured/formed sections when rain is expected.
- Pour concrete to a width and depth to match existing sidewalk but no less than four (4) inches in depth and no less than 3,000 PSI strength. Driveways and other traffic bearing areas shall have a minimum depth of six (6) inches.
- Provide and place backfill around newly poured sidewalks.
- All work will be completed during daylight hours. No work will be performed on Saturdays, Sundays or holidays unless approved by the Town in advance.
- Provide traffic control necessary to safely perform the work under this contract.

#### **Bench Concrete Pads:**

- Construct new concrete pads for installation of parks furniture (i.e. benches, trash receptacles, etc.) in Town Parks.
- All bench concrete pads shall be rectangular in shape with dimensions of 11 feet by 5 feet and be installed adjacent to existing walkways.
- All trash receptacle concrete pads shall be rectangular in shape with dimensions of 3 feet by 3 feet and be installed adjacent to existing walkways at a distance of no more than 10 feet from benches.
- Pour concrete to a depth of six (6) inches with 6x6 W4.0/W4.0 welded wire mesh.
- The top of concrete pads shall be flush with surrounding grade. The slope of any concrete pad must be between 1% and 2%.
- Submit one (1) master certified/sealed drawing of constructed concrete pads.

All Work must be completed in accordance with the Florida Building Code and all other applicable state, federal, or local law.

#### **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 Public Purchase and the Onvia DemandStar websites. Copies of the ITB, including all related documents can be obtained by visiting Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com) or at DemandStar's website at [www.demandstar.com](http://www.demandstar.com). It is strongly recommended that on either website, Bidders should register with the Town of Miami Lakes to receive notifications on changes to the solicitation documents.

#### **Minimum Requirements to Submit a Response:**

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

1. Possess a current certified license as a General Contractor from the State of Florida, or a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or a Specialty Engineering Contractor;
2. Possess a minimum of five (5) years of experience performing sidewalk, curb, and gutter repair/replacement work; and
3. Provide at least three verifiable client references demonstrating high quality work on at least three (3) sidewalk, curb, and gutter repair/replacement service contracts of similar size, scope and value performed within the last five (5) years.

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](mailto: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.

#### **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 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**

No Pre-Bid Conference has been scheduled for this solicitation.

#### **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](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) under Contractual Opportunities. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

#### **B2.11 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 attached hereto.

## **B3 REQUIRED FORMS & AFFIDAVITS**

### **B3.01 COLLUSION**

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

### **B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

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

### **B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK**

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

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

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

### **B3.04 PUBLIC RECORDS AFFIDAVIT**

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

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

### **B3.05 PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

**END OF SECTION**

## **SECTION C. GENERAL TERMS & CONDITIONS**

### **C1 GENERAL REQUIREMENTS**

#### **C1.01 GENERALLY**

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

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

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

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

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

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

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

#### **C1.02 RULES AND REGULATIONS**

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

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

#### **C1.03 HOURS FOR PERFORMING WORK**

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

#### **C1.04 SUBCONTRACTORS**

Subcontracting of any work under this Contract is not permitted, unless prior written approval is obtained from the Town Manager for work under a particular Work Order.

In the event subcontractors are utilized, 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.

#### **C1.05 CONSULTANT SERVICES**

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

#### **C1.06 AUTHORITY OF THE PROJECT MANAGER**

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

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

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

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

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

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

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

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

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

#### **C1.07 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and

agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

#### **C1.08 THIRD-PARTY BENEFICIARIES**

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

#### **C1.09 ASSIGNMENT OR SALE OF CONTRACT**

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

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

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

#### **C1.10 TIME FOR COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

#### **C1.11 APPLICABLE LAW AND VENUE OF LITIGATION**

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

#### **C1.12 NON-EXCLUSIVE CONTRACT**

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

#### **C1.13 SEVERABILITY**

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

#### C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

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

#### C1.15 ENTIRE AGREEMENT

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

#### C1.16 INTENTION OF THE TOWN

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

#### C1.17 PRIORITY OF PROVISIONS

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

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

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

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

#### C1.18 ROYALTIES AND PATENTS

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

#### C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

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

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

#### C1.20 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.

#### C1.21 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.

#### C1.22 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.

#### C1.23 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).

**C1.24 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.

**C1.25 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.

**C1.26 NOTICES**

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

For Town:

Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

Raul Gastesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

For Contractor:

Mario Gonzalez  
President  
Maggolc, Inc.  
11020 SW 55<sup>th</sup> Street  
Miami, Florida 33165  
[maggolc@yahoo.com](mailto:maggolc@yahoo.com)

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

## **C2 INDEMNITY & INSURANCE**

### **C2.01 INDEMNIFICATION**

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

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

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

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

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

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

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

### **C2.03 DEFENSE OF CLAIMS**

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

### **C2.04 INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The

insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

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

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

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

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

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

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

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

*d. Certificate of Insurance*

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

*e. Additional Insured*

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

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

### C3 PUBLIC RECORDS

#### C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

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

*f. Public Records*

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

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

*g. Retention and Transfer of Public Records*

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

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

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

### C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

#### C4.01 CHANGE ORDERS

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

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

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

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

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

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

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

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

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

#### C4.02 FORCE MAJEURE

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

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

#### C4.03 EXTENSION OF TIME

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

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

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

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

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

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

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

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

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the

Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

#### C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

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

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

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

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

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



The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

#### **C4.06 CONTINUING THE WORK**

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

#### **C4.07 FRAUD AND MISREPRESENTATION**

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

#### **C4.08 STOP WORK ORDER**

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

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

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

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

#### **C4.09 MATERIALITY AND WAIVER OF BREACH**

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

#### **C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

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

#### **C4.11 CONTRACT EXTENSION**

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

### **C5 EARLY TERMINATION & DEFAULT**

#### **C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

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

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

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

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

#### **C5.02 CONTRACTOR DEFAULT**

##### *a. Event of Default*

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

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

6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

*b. Notice of Default – Opportunity to Cure*

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

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

*c. Termination for Default*

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

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

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

#### **C5.03 TERMINATION FOR CONVENIENCE**

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

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

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

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

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

#### **C5.04 REMEDIES AVAILABLE TO THE TOWN**

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

#### **C5.05 FUNDS AVAILABILITY**

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

**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, replacement, or construction of sidewalks, curbs, ADA ramps, associated infrastructure, and other miscellaneous structure adjustments and concrete work on an as-needed basis. The Work includes, but is not limited to, the following:

#### Sidewalk Work:

- Demolition, removal, disposal of the existing concrete slabs, removal of tree root obstructions, placement of backfill material, and placement of new concrete sidewalk flags.
- Leveling out of sub-grade, which shall be leveled in a manner that will provide a smooth transition between the new and existing concrete.
- All exposed areas will be properly secured with barricades, cones, mesh fencing, and/or construction tape. Plastic sheeting will be placed over newly poured/formed sections when rain is expected.
- Pour concrete to a width and depth to match existing sidewalk but no less than four (4) inches in depth and no less than 3,000 PSI strength. Driveways and other traffic bearing areas shall have a minimum depth of six (6) inches.
- Provide and place backfill around newly poured sidewalks.
- All work will be completed during daylight hours. No work will be performed on Saturdays, Sundays or holidays unless approved by the Town in advance.
- Provide traffic control necessary to safely perform the work under this contract.

#### Bench Concrete Pads:

- Construct new concrete pads for installation of parks furniture (i.e. benches, trash receptacles, etc.) in Town Parks.
- All bench concrete pads shall be rectangular in shape with dimensions of 11 feet by 5 feet and be installed adjacent to existing walkways.
- All trash receptacle concrete pads shall be rectangular in shape with dimensions of 3 feet by 3 feet and be installed adjacent to existing walkways at a distance of no more than 10 feet from benches.
- Pour concrete to a depth of six (6) inches with 6x6 W4.0/W4.0 welded wire mesh.
- The top of concrete pads shall be flush with surrounding grade. The slope of any concrete pad must be between 1% and 2%.
- Submit one (1) master certified/sealed drawing of constructed concrete pads.

All Work must be completed in accordance with the Florida Building Code and all other applicable state, federal, or local law.

### **D2 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 1000-foot radius area to minimize contractor mobilization time.

### **D3 CONTRACT TERM**

This Agreement will be effective upon execution by both parties and shall be for a period of three (3) years. The Town, at its sole discretion may exercise up to two (2) options to renew (OTRs) the Contract for additional two (2) year periods each.

### **D3.01 PRICE ADJUSTMENTS**

Costs for all Services provided for under this contract shall remain firm for the initial contract period. Each time the Town exercises an OTR, either the Town or the Contractor may exercise the right to a price adjustment for each line item under this Contract. Price adjustments shall be either five percent (5%) per renewal term or the latest yearly percentage change for Concrete products, Commodity code 133, in Table 9 of the latest Producer Price Index Detailed Report, whichever is less. Any exercise of price adjustment must be made within fourteen (14) calendar days from the date the Contractor receives notice of the exercised OTR.

### **D4 TIME FOR PERFORMANCE OF THE WORK**

The timeframe for completion will be stated in each Work Order. Timeframes stated in any Work Order are mentioned because of their importance to the Town. Therefore, time is of the essence with respect to work under each particular Work Order.

### **D5 PROGRESS PAYMENTS**

Contractor may make application for payment to the Project Manager for Work completed and accepted during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed. Payment Applications may be submitted in in hard copy form or electronically and the Contractor must only use the Town's Contractor Payment Application Form. Supporting evidence to be included with any application for payment includes any information required by the Project Manager. Each application for payment must be submitted in duplicate for approval.

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

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

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

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

### **D6 INVOICES**

Contractor will provide the Town with one invoice for progress payments in accordance with Article D4 above. Multiple invoices will not be accepted, and the Town will not make payment based on statements of accounts. At a minimum the invoice must contain the following information:

- Name and address of the Contractor

- Contract number
- Date of invoice
- Purchase Order number
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment.

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.

The Contractor will be compensated at the unit prices specified in the Bid Form of the Contract.

All payment(s) will be made in accordance with the State of Florida Local Government Prompt Payment Act.

#### **D7 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION**

All materials must be F.O.B. delivered. The Contractor is solely responsible for the purchase, delivery, and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is solely liable for receiving, inspecting, accepting, and for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FOOT, 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.

#### **D8 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 will respond in writing.

#### **D9 WARRANTY**

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

manufacturer's warranty term takes precedence. Contractor is required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Acceptance of the Project.

All warranties, expressed and/or implied, must be provided to the Town for material and equipment covered by the Contract Documents. 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 must 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 Acceptance 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 shall 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.

#### **D10 PROGRESS MEETINGS**

The Town will conduct a pre-construction conference prior to the commencement of the Work. Contractor must hold progress and coordination meetings as required by the Project Manager or Consultant, to provide for the timely completion of the Work.

#### **D11 CONSTRUCTION PHOTOGRAPHS**

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

#### **D12 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 shall be responsible for all site(s) security and any loss, damage or theft to its equipment and materials. The Project Manager at its sole discretion may make a staging site(s) available for use by the Contractor. Contractor must not utilize the Staging Site for worker's parking without the prior written approval of the Project Manager. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor is responsible for any loss, damage or theft to its equipment and materials. The Contractor is also responsible for restoring the site(s) to its pre-existing condition prior to the Contractor's use of the site(s).

#### **D13 HURRICANE PREPAREDNESS**

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

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

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



## **D14 PROJECT SITE FACILITIES**

The Contractor must arrange for all Project site facilities as may be necessary to perform the Work.

Contractor's, supplier's, materialmen's personnel must not use the Town office or public restrooms that may be available at project site(s) without the prior consent of the manager of the facility or the Project Manager where there is no manager of a facility. The Contractor must provide and maintain at its own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements including Chapter 46 of the Building Code and regulations of the State of Florida Department of Health and Rehabilitative Services or Dade County Health Department. The Contractor, his employees or his Subcontractors must commit no public nuisance or use any facilities that have not been specifically provided for use by the Contractor.

The Contractor must furnish an adequate supply of drinking water for its employees.

There must be adequate provisions made by the Contractor to ensure all disposable materials are properly disposed of and do not create a nuisance to the Town or the public. The location of the temporary facilities will be subject to the approval of the Project Manager.

Contractor is required to provide any necessary temporary utilities to the site, such as electric, water, and sanitary services to the site for new construction or additions to a facility. The Project Manager may authorize the use of existing utilities. Such decision will be made at the sole discretion of the Project Manager.

The Contractor is required to obtain all necessary permits required for any Project site facilities. Contractor shall also be responsible to maintain such facilities in a safe and working condition.

All such facilities remain the property of the Contractor and the Contractor is responsible for removal and disposal of such facilities prior to Final Acceptance.

## **D15 INSPECTION OF WORK**

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

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

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

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

## **D16 ACCEPTANCE AND FINAL PAYMENT**

After completion of any punch list work and after the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that

the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the Contract terms and conditions.

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

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

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

#### **D17 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.

## **D18 UTILITIES**

### **D18.01 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

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

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

### **D18.02 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE**

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

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

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

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

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

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

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

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

### **D18.03 ACCESS TO WATER AND UTILITIES**

The Contractor is responsible for providing all water and power that may be 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 and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of utilities and potable water sources required for the Work.

#### **D19 COORDINATION OF THE WORK**

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

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

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

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

#### **D20 CLEANING UP; TOWN'S RIGHT TO CLEAN UP**

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

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

#### **D21 METHOD OF PERFORMING THE WORK**

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

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

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

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

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

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

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

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

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

## **D22 SAFETY ISSUES**

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

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

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

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

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

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

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

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

## **D23 SUPERVISION OF THE WORK**

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

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

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

**CONTRACT EXECUTION FORM**

This Contract 2018-15 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Contractor."

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

Attest:

**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

Legal Sufficiency:

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

Date: \_\_\_\_\_

Signed, sealed and witnessed in the presence of:

As to the Contractor:

\_\_\_\_\_  
(Contractor's Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**EXHIBIT A – EXCERPT OF TABLE 9 FROM THE MARCH 2018 PRODUCER PRICE INDEX  
DETAILED REPORT**



**Table 9. Producer price indexes and percent changes for commodity and service groupings and individual items, not seasonally adjusted — Continued**  
[1982=100 unless otherwise indicated]

Commodity	Commodity code	Other index base	Index			Percent change to Mar. 2018 from:	
			Nov. 2017 <sup>1</sup>	Feb. 2018 <sup>1</sup>	Mar. 2018 <sup>1</sup>	Mar. 2017	Feb. 2018
Window shades, blinds, and accessories.....	1269-01	06/84	193.1	195.3	195.4	3.6	0.1
Window shades and window shade accessories and rollers.....	1269-0101	06/84	215.2	218.1	218.1	3.4	0.0
Venetian blinds.....	1269-0102	06/84	175.5	—	—	—	—
<b>Nonmetallic mineral products.....</b>	<b>13</b>		<b>239.5</b>	<b>243.7</b>	<b>246.0</b>	<b>3.6</b>	<b>0.9</b>
Glass.....	131		144.5	144.8	147.4	3.6	1.8
Flat glass.....	1311		133.3	135.3	136.2	2.5	0.7
Flat glass (float, sheet, and plate process).....	1311-05		99.0	105.1	105.5	7.3	0.4
Flat glass (float, sheet, and plate process).....	1311-0511	06/83	95.4	101.3	101.7	7.4	0.4
Specialty glass.....	1311-07		164.7	165.2	166.5	1.3	0.8
Specialty glass.....	1311-0703	06/11	120.1	120.5	121.4	1.3	0.7
Other finished glassware.....	1313	06/83	163.8	158.4	166.5	6.7	5.1
Pressed and blown glassware.....	1313-01	06/83	166.4	160.9	169.1	6.7	5.1
Machine-made pressed & blown table, kitchen, art, & novelty glassware.....	1313-0116	12/11	121.2	121.5	124.8	5.4	2.7
All other machine-made pressed and blown glassware.....	1313-0117	12/11	107.2	108.2	108.4	1.2	0.2
Handmade pressed and blown glassware.....	1313-0118	12/11	112.8	112.8	104.7	-7.1	-7.2
Concrete ingredients and related products.....	132		289.4	294.9	296.6	3.8	0.6
Construction sand, gravel, and crushed stone.....	1321		323.7	330.7	333.1	3.9	0.7
Construction sand, gravel and crushed stone.....	1321-01		323.7	330.7	333.1	3.9	0.7
Construction sand and gravel (run of pit/bank, washed, screened, etc.).....	1321-0120	12/11	125.8	128.2	128.3	3.6	0.1
Construction sand and gravel, Northeast.....	1321-01201	12/12	124.7	125.6	125.7	0.9	0.1
Construction sand and gravel, Midwest.....	1321-01202	12/12	128.4	132.1	131.2	3.9	-0.7
Construction sand and gravel, South.....	1321-01203	12/12	116.5	—	117.0	0.9	—
Construction sand and gravel, West.....	1321-01204	12/12	122.4	125.4	126.0	6.0	0.5
Crushed and broken stone.....	1321-0121		313.9	321.1	324.5	4.1	1.1
Crushed and broken limestone.....	1321-01212	12/11	122.1	125.1	125.6	3.9	0.4
Crushed and broken granite.....	1321-01213	12/11	116.5	117.6	117.5	2.4	-0.1
Bituminous limestone, sandstone, & other crushed & broken stone.....	1321-01219	12/11	107.0	110.4	116.4	6.9	5.4
Cement, hydraulic.....	1322		246.3	249.6	249.8	3.3	0.1
Cement, hydraulic.....	1322-01		246.3	249.6	249.8	3.3	0.1
Cement, hydraulic.....	1322-0161	06/89	241.0	244.3	244.5	3.3	0.1
<b>Concrete products.....</b>	<b>133</b>		<b>255.8</b>	<b>258.9</b>	<b>264.2</b>	<b>4.9</b>	<b>2.0</b>
Concrete block and brick.....	1331		255.0	253.0	257.6	2.8	1.8
Structural concrete block.....	1331-11		258.8	259.7	261.3	1.9	0.6
Structural concrete block.....	1331-1135	12/87	211.2	211.9	213.2	1.9	0.6
Structural concrete block, lightweight units (weighing less than 105 lb/cubic ft.) (dry weight).....	1331-11351	12/11	114.5	114.0	114.1	0.5	0.1
Structural concrete block, mediumweight units (weighing 105 - 124 lb/cubic ft.) (dry weight).....	1331-11352	12/11	114.6	114.8	117.1	2.5	2.0
Structural concrete block, normalweight units (weighing 125 lb or more/cubic ft.) (dry weight).....	1331-11353	12/11	109.6	111.5	112.3	3.5	0.7
Decorative concrete block.....	1331-21		231.5	229.4	235.8	3.4	2.8
Decorative concrete block (including screen, split, slump, shadowal block, etc.).....	1331-2101		231.5	229.4	235.8	3.4	2.8
Concrete brick.....	1331-31		243.0	212.4	235.0	10.5	10.6
Concrete brick.....	1331-3101		243.0	212.4	235.0	10.5	10.6
Concrete pavers.....	1331-41		216.1	216.7	219.4	2.9	1.2
Concrete pavers (including grid, interlocking, etc.).....	1331-4101		216.1	216.7	219.4	2.9	1.2
Concrete pipe.....	1332		228.6	222.6	224.9	-1.1	1.0
Concrete pipe.....	1332-01		228.6	222.6	224.9	-1.1	1.0
Concrete pipe.....	1332-0108	12/86	199.7	194.4	196.4	-1.1	1.0
Concrete culvert pipe.....	1332-01081	12/11	112.0	—	—	—	—
Concrete storm sewer pipe.....	1332-01082	12/11	138.2	138.0	137.7	-0.2	-0.2
Concrete pipe, except concrete culvert and storm sewer pipe.....	1332-01083	12/11	110.9	111.1	114.3	5.0	2.9
Ready-mix concrete.....	1333		262.1	267.5	275.6	6.7	3.0
Ready-mix concrete.....	1333-01		262.1	267.5	275.6	6.7	3.0
Ready-mix concrete.....	1333-0101		262.1	267.5	275.6	6.7	3.0
Northeast region ready-mix concrete.....	1333-0101A	12/12	115.4	115.4	119.0	6.7	3.1
Midwest region ready-mix concrete.....	1333-0101B	12/12	118.0	118.7	127.8	7.3	7.7
South region ready-mix concrete.....	1333-0101C	12/12	123.5	126.1	128.3	5.0	1.7
West region ready-mix concrete.....	1333-0101D	12/12	117.3	122.6	123.5	9.7	0.7
Precast concrete products.....	1334		257.1	259.6	258.8	2.4	-0.3
Precast concrete products.....	1334-01		257.1	259.6	258.8	2.4	-0.3
Precast concrete products.....	1334-0106	12/86	226.9	229.1	228.3	2.4	-0.3
Precast concrete slabs and tile, roof and floor units.....	1334-01061	12/11	116.6	119.5	117.1	1.6	-2.0
Precast concrete architectural wall panels.....	1334-01062	12/11	119.3	120.7	121.0	5.2	0.2

See footnotes at end of table.

## **EXHIBIT B – SUBMITTAL**



### BID FORM

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

11020 SW 55 ST, Miami FL 33165, submitted on 5/18/2018  
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No. 2018-15 for**

#### **Miscellaneous Concrete Work for Sidewalks, Curbs, Ramps, & Associated Infrastructure**

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

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

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

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

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

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

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



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

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

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

### BID PRICE

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

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

Total Bid Amount: \$ 1,668,825.00

Total Bid Amount Written in Words:

One Million, Six Hundred Sixty Eight Thousand, Eight Hundred  
Twenty Five dollars and Zero Cent.

Firm's Name: Maggolc Inc.

SSN or Federal ID No.: 20-3345775 Telephone No.: 786-291-2949

E-Mail Address: maggolc@yahoo.com Facsimile No.: 786-472-8831

Town/State/Zip: Miami/ Florida/ 33165

Printed Name/Title: Mario Gonzalez/ President Signature: 



**BID FORM NOTES:**

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

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
001	MOBILIZATION AND MOT	LS	SEE NOTE BID ITEM 001		
002	REPLACE CONCRETE SIDEWALK, 4" THICK	SY	\$ 40.00	12,000	\$ 480,000.00
003	REPLACE CONCRETE SIDEWALK, 6" THICK	SY	\$ 42.00	1,100	\$ 46,200.00
004	NEW CONCRETE SIDEWALK, 4" THICK	SY	\$ 40.00	22,500	\$ 900,000.00
005	NEW CONCRETE SIDEWALK, 6" THICK	SY	\$ 44.00	2,500	\$ 110,000.00
006	CONCRETE CURB & GUTTER, TYPE F	LF	\$ 22.00	500	\$ 11,000.00
007	CONCRETE CURB & GUTTER, TYPE E	LF	\$ 20.00	500	\$ 10,000.00
008	VALLEY GUTTER- CONCRETE	LF	\$ 21.00	850	\$ 17,850.00
009	ADJUST EXISTING UTILITY BOXES	EA	\$ 50.00	150	\$ 7,500.00
010	FURNISH AND INSTALL NEW UTILITY BOXES	EA	\$ 100.00	150	\$ 15,000.00
011	DETECTABLE WARNINGS	SF	\$ 10.00	750	\$ 7,500.00
012	ROOT BARRIER	LF	\$ 5.00	1,000	\$ 5,000.00
013	PAVER RESTORATION	SY	\$ 65.00	75	\$ 4,875.00
014	PERFORMANCE TURF, SOD	SY	\$ 6.00	500	\$ 3,000.00
015	ASPHALT REPAIR	SY	\$ 18.00	800	\$ 14,400.00
016	INLET PROTECTION SYSTEM	EA	\$ 10.00	50	\$ 500.00
017	CONCRETE PAD, BENCHES	EA	\$ 150.00	144	\$ 21,600.00
018	CONCRETE PAD, TRASH RECEPTACLES	EA	\$ 150.00	96	\$ 14,400.00
<b>TOTAL BID AMOUNT</b>					<b>\$ 1,668,825.00</b>

Firm's Name:

Authorized Signatory:

Print Name/Title:

Email Address:

*Maggolc Inc.*  
*Mario Gonzalez/President*  
*maggolc@yahoo.com*



**ADDENDUM ACKNOWLEDGEMENT FORM**

**Solicitation No.:** ITB 2018-15

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

Addendum No. <u>1</u> ,	Dated <u>5/2/18</u>
Addendum No. <u>2</u> ,	Dated <u>5/14/18</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Maggolc Inc.

Authorized Representative's Name: Mario Gonzalez

Title: President

Authorized Signature:  \_\_\_\_\_



**ITB 2018-15**

**Miscellaneous Concrete Work for Sidewalks, Curbs, Ramps, & Associated Infrastructure**

**Addendum #1**

**Due Date: 11:00am, May 18, 2018**

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.

**Questions and Answers**

1. What is the engineers estimate for this contract?

**Response:** There is no engineers estimate as this is an as-needed contract.

2. What is the initial term (time period) of the contract? How many renewals are there and how long are the time periods?

**Response:** See Section D3 of the Contract.

3. Is there a bid bond required? If so, can we be provided the form?

**Response:** There is no bid bond required.

Acknowledgement:

Mario Gonzalez

Name of Signatory

President

Title

5/3/18

Date

[Signature]

Signature

Maggolo Inc.

Name of Bidder





**ITB 2018-15**

**Miscellaneous Concrete Work for Sidewalks, Curbs, Ramps, & Associated Infrastructure**

**Addendum #2**

**Due Date: 11:00am, May 18, 2018**

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.

**Questions and Answers**

1. Will density testing be required at sidewalks and bench slabs?

**Response:** Concrete work shall be in accordance with Section 522 of the FDOT Standard Specifications for Road and Bridge Construction (July 2017). For concrete sidewalk replacement only, density testing of the underlying soil will not be required. Density testing is anticipated for all new construction.

2. If density testing is required, will it be paid by owner or contractor?

**Response:** Contractor shall be responsible for any required density testing for new construction.

3. Permit Fees are to be paid by contractor or owner?

**Response:** Contractor will pay for all permit fees. However, fees associated with Town permits will be reimbursed by the Town.

4. Will concrete testing be required?

**Response:** Concrete testing is not anticipated. The contractor shall ensure that concrete meets the specifications in the solicitation and provide to the Town truck delivery tickets.

5. If concrete testing is required, will it be paid by owner or contractor?

**Response:** Concrete work shall be in accordance with Section 522 of the FDOT Standard Specifications for Road and Bridge Construction (July 2017). Contractor shall be responsible for any required concrete testing. The Town reserves the right to conduct its own testing.

6. Can you provide which brand and model root barrier is required for this contract.

**Response:** The Town does not have a particular brand or model root barrier. All root barriers used on this Contract must be at least 24 inches in depth and wide enough to protect the replacement or new sidewalk flag(s).





Acknowledgement:

Mario Gonzalez  
Name of Signatory  
President  
Title  
5/16/18  
Date

[Signature]  
Signature  
Maggolo Inc.  
Name of Bidder

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Maggolc Inc., a corporation organized and existing under the laws of the State of Florida, held on the 14 day of June, 2005, a resolution was duly passed and adopted authorizing (Name) Mario Gonzalez as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of May, 2018.

Secretary: 

Print: Mario Gonzalez

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of N/A, 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) N/A, 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 18, day of May, 20 18.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

NOTARIZATION

STATE OF Florida )

) SS:  
COUNTY OF Miami Dade )

The foregoing instrument was acknowledged before me this 18 day of May, 2018, by Mario Gonzalez, who is personally known to me or who has produced FL Driver License as identification and who (☐ did / ☐ did not) take an oath.

*Laura Laine*  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

*Laura Laine*  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC



Laura Laine  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF937267  
Expires 11/18/2019

**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 Mario Gonzalez/ President

[print individual's name and title]

for Maggolc Inc.

[print name of entity submitting sworn statement]

whose business address is

11020 SW 55 ST Miami, FL 33165

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-3345775

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

signing this sworn statement: ----)

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

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

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

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

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

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



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

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

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

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

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

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

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

WITNESS, my hand and official seal this 18 day of May, 2018.

My Commission Expires: 11/18/2019

Laura Laine  
Notary Public State of Florida at Large



Laura Laine  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF937267  
Expires 11/18/2019

**NON-COLLUSIVE AFFIDAVIT**

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

**Mario Gonzalez**

being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

**Mario Gonzalez**

(Printed Name)

**President**

(Title)

BEFORE ME, the undersigned authority, personally appeared Mario Gonzalez 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 Maggolc Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 18 day of May, 2018.

My Commission Expires: 11/18/2019

Notary Public State of Florida at Large



Laura Laine  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF937267  
Expires 11/18/2019

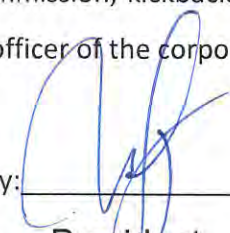


ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA        }  
                                      }  
COUNTY OF MIAMI-DADE   }

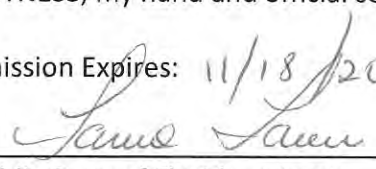
SS:

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 Maggolc Inc. 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:   
Title: President

BEFORE ME, the undersigned authority, personally appeared Mario Gonzalez 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 Maggolc Inc executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 18 day of May 2015.

My Commission Expires: 11/18/2019  
  
Notary Public State of Florida at Large



Laura Laine  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF937267  
Expires 11/18/2019



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

Form COI

## 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: Maggolc Inc.

Authorized representative (print): Mario Gonzalez

Authorized representative (signature): \_\_\_\_\_

Date: 5/18/2018





## PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Maggolc Inc.

Solicitation No.: ITB 2018-15

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
-----------	------------	--------------

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

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
-----------	------------	--------------

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

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

\_\_\_\_\_  
Authorized Signature

5/18/2018

\_\_\_\_\_  
Date:

Mario Gonzalez

\_\_\_\_\_  
Print Name

President

\_\_\_\_\_  
Title:



### 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?

13 years

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

Issuance Date

General/ Building Engineering Contractor # E251302

2005

Underground Utility and Excavation Contractor # CUC1224888

2010

CSBE/ SBD/ DBE Miami Dade County #12124

2008

(\*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:

20-3345775

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

Certified Underground/ Registered General

- i. Date Licensed by DBPR:

2010

- ii. License Number:

CUC1224888/RG291103844

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

June 14, 2005

- i. Date filed:

June 14, 2005

- ii. Document Number:

P05000085356

- d. Primary Office Location:

11020 SW 55 ST Miami FL 33165

- e. What is your primary business?

General/ Engineering Contractor

(This answer should be specific)



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

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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

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h. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

N/A

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### 3. Company Ownership

a. Identify all owners or partners of the company:

Name

Title

% of ownership

Mario Gonzalez

President

100

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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

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- 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
Mario Gonzalez	President	<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: 16
- b. Total No. of Managerial/Admin. Employees: 4
- c. Number of Trades Personnel and total number per classification:  
(Apprentices must be listed separately for each classification)

Concrete Works and Pavement 10

Drainage 4

General Restoration 2

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

6. Employer Modification Rating: 0.85

7. Insurance & Bond Information:

- a. Insurance Carrier name & address:

Eastern Insurance Group Inc.





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

Amanda Nogues, 305-595-3323, amanda@easterninsurance.net

c. Insurance Experience Modification Rating (EMR): 0.80  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: None

e. Bond Carrier name & address:

Kahn-Karlin & Company Inc./ 3350 South Dixie Highway, Miami FL 33133

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

Michael Bonet, Ph. 305-446-2271/ Fax: 305--448-3127/ e-mail: mbonet@kahn-carlin.com

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

None

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

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

14. Has your company been cited for any OSHA violations in the past five (5) years?

☐ Yes ☒ No

If yes, in a separate attachment provide a listing of all such violations including the circumstances and disposition of each violation.

15. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Mario Gonzalez

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

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

General/ Building Engineering Contractor # E251302

Underground Utility and Excavation Contractor # CUC1224888





- 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.

Subbasin H-8 Drainage Improv. City of Doral/ 32' Traffic Circle Project City of North Miami

SW 74 Terr Roadway & Drainage Improv. Project City of South Miami/ Subbasin F-1 Drainage Improvements City of Doral

Busway Pedestrian Access Improv. Miami Dade County/ Sidewalk Improvements Multiple Sites Miami Dade County

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

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

N/A

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

All concrete works, asphalt works, pavers, sod,  
restoration, etc (100 %)

- g. Asphalt Plant: (provide the company name, address, contact name, phone no. & email address)

General Asphalt, 4850 NW 72 Ave Miami, FL 33166/ Jose Semprun/ 305-592-3480/ jose@generalasphalt.com

16. Current and Prior Experience:

- a. Current/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

5/18/2018

Date

**Mario Gonzalez**

Printed Name

009355

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

# LBT

5684064

**BUSINESS NAME/LOCATION**

MAGGOLC INC

11020 SW 55 ST

MIAMI FL 33165

**RECEIPT NO.**

**RENEWAL**

**5928487**

**EXPIRES**

**SEPTEMBER 30, 2018**

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

**OWNER**

MAGGOLC INC

Worker(s) 1

**SEC. TYPE OF BUSINESS**

196 SPECIALTY ENGINEERING CONTRACT

E251302

**PAYMENT RECEIVED**

**BY TAX COLLECTOR**

\$75.00 07/15/2017

CREDITCARD-17-047890

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

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

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



## CTQB

Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

**E251302**

**MAGGOLC INC**

D.B.A.:

**GONZALEZ MARIO**

Is certified under the provisions of Chapter 10 of Miami-Dade County

**VALID FOR CONTRACTING UNTIL 09/30/2019**





**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783**

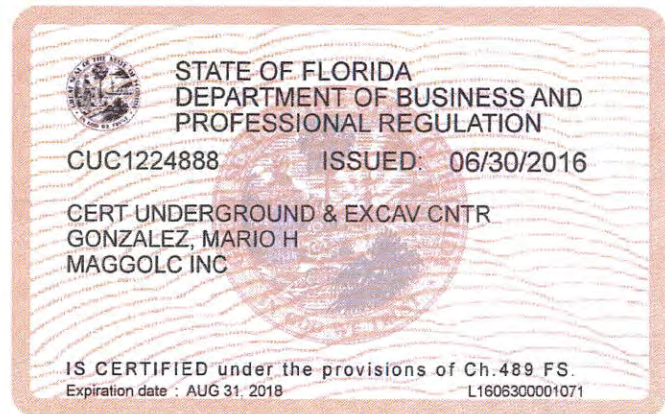
**(850) 487-1395**

**GONZALEZ, MARIO H  
MAGGOLC INC  
11020 SW 55TH STREET  
MIAMI FL 33165**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!





DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD	
<b>LICENSE NUMBER</b>	
CUC1224888	
The UNDERGROUND UTILITY & EXCAVATION CO Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2018	
GONZALEZ, MARIO H MAGGOLC INC 11020 SW 55TH STREET MIAMI FL 33165	



ISSUED: 06/30/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606300001071





STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

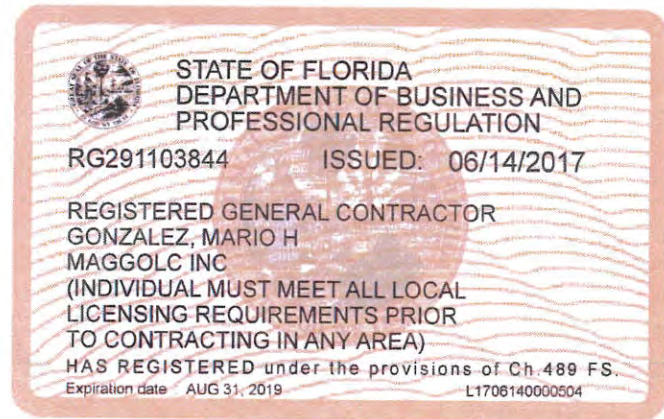
(850) 487-1395

GONZALEZ, MARIO H  
MAGGOLC INC  
11020 SW 55TH STREET  
MIAMI FL 33165

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

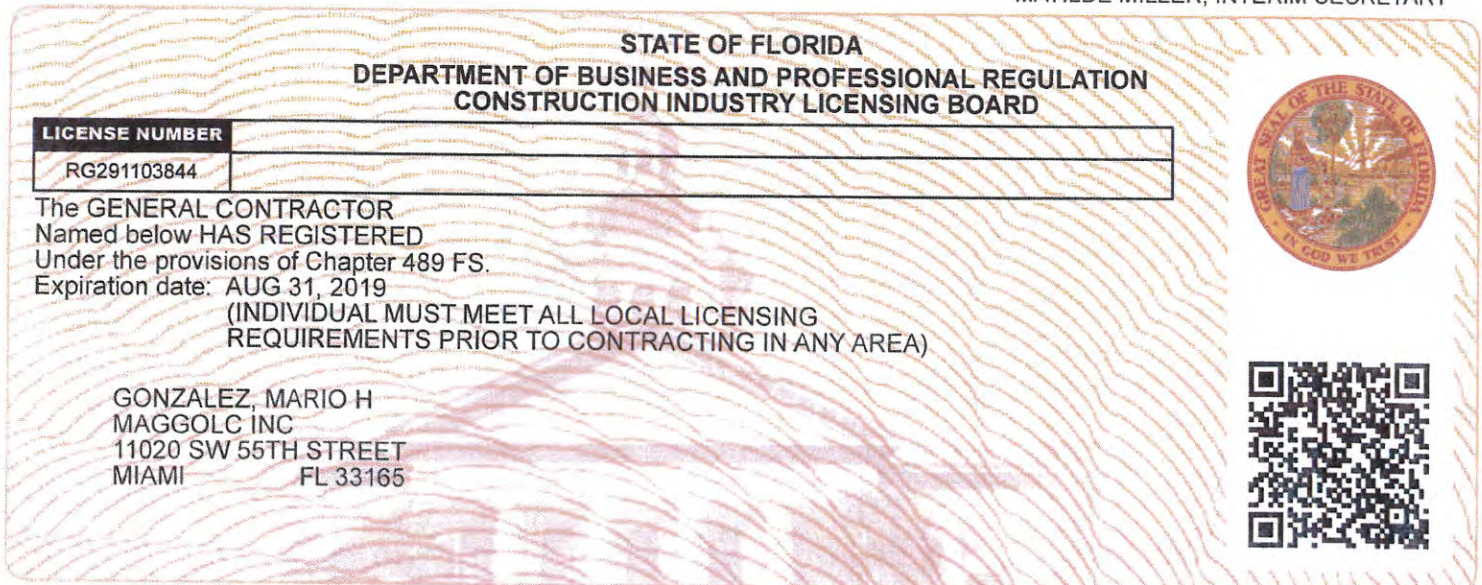
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY



ISSUED: 06/14/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1706140000504





ENGINEERING CONTRACTOR – LIC: E-251302  
11020 SW 55 ST., MIAMI, FL 33165  
PHONE: 786-291-2949 FAX: 786-472-8831  
[maggolc@yahoo.com](mailto:maggolc@yahoo.com)

## **CONTRACTS PERFORMED BY MAGGOLC INC. Mario Gonzalez as Project Manager**

**1-Drainage Improvement for NW 22 CT from NW 107 ST to NW 112 ST, (\$318,000)** (Miami-Dade County Public Works Dept., Completed Dec. 2007). (Alberto Estevez 786-256 2627). ([esteva@miamidade.gov](mailto:esteva@miamidade.gov))

**2-Various Park Parking Lot Re-striping & Wheel Stop Replace. (\$24,500)** (Miami-Dade Park and Recreation Dept. Completed March 2008). (305-596 4460)

**3-Seal Coat and Re-striping of Station 13/ Logistics Parking Area. (\$19,000)** (Miami-Dade Fire Rescue Dept. Completed July 2008). (786-331 4529)

**4-Norman and Jean Reach Park/Foul ball Netting. (\$25,000)** (Miami-Dade Park and Recreation Dept., Completed June 2008). (305-596 4460)

**5-Olympic Park Concrete Sidewalk Construction. (\$184,000)** (Miami-Dade Park and Recreation Dept., Completed July 2008). (Dan Crawford 305-596 4460) ([dc93@miamidade.gov](mailto:dc93@miamidade.gov))

**6-Dolphin Archaeological Site Concrete Sidewalk Construction., (\$114,084)** (Miami-Dade Park and Recreation Dept., Completed July 2008). (Dan Crawford 305-596 4460) ([dc93@miamidade.gov](mailto:dc93@miamidade.gov))

**7-Countywide Repair of Existing Asphalt Pavement. (Milling & Resurfacing) (\$949,990)** (Florida Department of Transportation, Dist. Six, Executed the year 2008 and renewed for to year 2009 and 2010, Completed June 2011). (Janice Corn 305-256 6359) ([Janice.corn@dot.state.fl.us](mailto:Janice.corn@dot.state.fl.us))

**8-Countywide Intersections Improvement, Roadway and Drainage. (\$443,637)** (Miami-Dade County Public Works Dept., Completed Dec. 2008). (Joaquin Rabassa 305-299 9822) ([jra@miamidade.gov](mailto:jra@miamidade.gov))

**9-West Perrine Park Concrete Slabs, Sidewalks and Poured in Place. (\$34,000)** (Miami-Dade Park and Recreation Dept., Completed January 2009). (305-596 4460)

**10-West Little River Asphalt Driveways Phase IV-B. (\$68,000)** (Miami-Dade County Office of Community and Economic Development, Completed January 2009). (Mario Berrios 786-469 2112) ([mberr@miamidade.gov](mailto:mberr@miamidade.gov))

**11-Brentwood Pool Park New Asphalt Walkways. (\$34,000)** (City of Miami Gardens, Completed April 2009). (305-622 8000) ([jallen@miamigardens-fl.gov](mailto:jallen@miamigardens-fl.gov))

**12-Country Club of Miami Parcel 1169 & 1168-E New Asphalt Walkways. (\$178,000)** (Miami-Dade Park and Recreation Dept., Completed July 2009). (Dan Crawford 305-596 4460) ([dc93@miamidade.gov](mailto:dc93@miamidade.gov))

**13-Country Club of Miami Grading, Sitework & Greens. (\$107,000)** (Miami-Dade Park and Recreation Dept., Completed August 2009). (305-596 4460)

**14-SR 907 (Alton Rd) at Allison Dr. for Drainage and Retention Improvements. (\$134,000)** (FDOT, Completed December 2009) (Anthony Sabbag 305-256 6380) ([anthony.sabbag@dot.state.fl.us](mailto:anthony.sabbag@dot.state.fl.us))

**15- West Little River Asphalt Driveways Phase IV-D. (\$35,000)** (Miami-Dade County Office of Community and Economic Development, Completed December 2009). (Mario Berrios 786- 469 2112) ([mberr@miamidade.gov](mailto:mberr@miamidade.gov))

**16-District 2- Sidewalk Repair Project II (\$75,300)** (Public Works Dep. City of Miami, Completed March 2010) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)

**17-Blue Road Roundabouts Re-Bid (\$145,000)** (Public Works Dep. City of Coral Gables, Completed March 2010) ( 305-460 5018) (epino@coralgables.com)

**18-Harbor Drive Lighting and Resurfacing Improvement (\$270,000)** (Public Works Dep. Village of Key Biscayne April 2010) (786-255 6765) (anunez@keybiscayne.fl.gov)

**19-District 1- Sidewalk Repair Project II (\$95,990)** (Public Works Dep. City of Miami, Completed September 2010) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)

**20-Golden Shore Park Pavers Sidewalk (\$23,895.00)** (Public Works Dep. City of Sunny Isles Beach, November 2010) ( 305-947 0606) (gbatista@sibfl.net)

**21-AD Barnes Park Asphalt Walkways (\$86,615.00)** (Miami-Dade Park and Recreation Dept., Completed December 2010) (305-755 7985) (rttolon@miamidade.gov)

**22-Installation of Sidewalks and Ramps along NE 12 Ave (\$123,750.00)** (Public Works Dep. City of North Miami, Completed December 2010) (Gerardo Hernandez 305-893 6511) (ghernandez@northmiamifl.gov)

**23-Intersection Realignment SW 139 Terr & SW 140 Dr. and East Guava Street One Way Street Conversion (\$36,775)** (Public Works Dep., Village of Palmetto Bay, Completed December 2010) (305-969 5011) (dcasals@palmettobay-fl.gov)

**24-District #3 Citywide ADA Sidewalk Improvements, (\$107,414)** (Public Works Dep. City of Miami, Completed February 2011) (Fabiola Dubuisson 305 416 1755 & 305-801 7816) (fdubuisson@miamigov.com)

**25- District #1 Citywide ADA Sidewalk Improvements, (\$155,523)** (Public Works Dep. City of Miami, Completed May 2011) (Fabiola Dubuisson 305 416 1755 & 305-801 7816) (fdubuisson@miamigov.com)

**26- MIA Building 3050 Parking Lot Drainage & Asphalt Improvement (\$103,000)** (Aviation Department Miami-Dade County, Completed May 2011) (Greg Tai 305-876 8444) (gtai@mikegconst.com)

**27- MIA- NW 67 Ave & NW 36 Street Intersection Improvements (\$65,000), (concrete works)** (Aviation Department Miami Dade County, Complete July 2011) (John Peterson 305-622 8000) (jpet@mikegconst.com)

**28- District #4 Citywide ADA Sidewalk Improvements, (\$149,397)** (Public Works Dep. City of Miami, Completed October 2011) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)

**29- Tamiami Canal Miccosukee Linear Park, Tamiami Trail and SW 122 Ave. (\$87,703)** (Miami Dade Park & Recreation Department, Completed October 2011) (Ruben Teurbe Tolon 786-586 8360) (rttolon@miamidade.gov)

**30- SW 19 Terrace Roadway and Drainage Improvements (\$184,585)** (City of Miami, Capital Improvements Department, Completed October 2011) (Maurice Hardie 786-229 5463) (mhardie@miamigov.com)

**31- SR 909 (Alton Road) at West 52 Street Drainage Improvement (\$138,000)** (Florida Department of Transportation, Completed December 2011) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)

**32- Suncrest Drive & Moss Ranch Road Stormwater Improvements (\$ 110,000)** (Village of Pinecrest, Public Works Dep., Completed December 2011) (Daniel Moretti 305-669 6916) (moretti@pinecrest-fl.gov)

**33- Long Key State Park Roadway Improvements (\$149,230)** (Florida Department of Environmental Protection, Completed February 2012) (Fred Hand 850-488 6322) (Fred.Hand@dep.state.fl.us)



- 34- **District #2 Citywide ADA Sidewalk Improvements, (\$105,303)** (Public Works Dep. City of Miami, Completed February 2012) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 35- **SW 64 Street Corridor Improvement, (\$60,000)** (Public Works Dep. City of South Miami, Completed February 2012) (Keith A. Ng 305-403 2072) (kng@southmiamifl.gov)
- 36- **Long Key State Park Campground Entrance Modification (\$49,450)** (Florida Department of Environmental Protection, Completed July 2012) (Fred Hand 850-488 6322) (Fred.Hand@dep.state.fl.us)
- 37- **FDOT LAP Roadway Improvements Project (\$117,371)** (Public Works Dep. City of Sweetwater, Completed July 2012) (Eric Gomez 305-553 5457) (egomez.egsc@att.net)
- 38- **SR 94/SW 88 ST/ Kendall Dr. at SW 142 Ave (\$134,843)** (Florida Department of Transportation, Completed October 2012) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 39- **Phase IV Drainage Improvement Project (\$143,830)** (Village of Palmetto Bay, Completed November 2012) (Danny Casals 305-969 5091) (dcasals@palmettobay-fl.gov)
- 40- **Killian Park Road Stormwater Improvement (\$218,142)** (Village of Pinecrest, Completed December 2012) (Daniel Moretti 305-669 6916) (moretti@pinecrest-fl.gov)
- 41- **Progress Rd. Roadway and Drainage Improvements (\$105,522)** (City of South Miami, Completed January 2013) (Jorge Vera 305-403 2072) (jvera@southmiamifl.gov)
- 42- **ARRA Municipalities Group B: City of Miami Gardens Bus Shelters (\$894,000)** (Miami Dade Transit, Completed March 2013) (Javier Salmon 786-473 4710) (jsalmon@miamidade.gov)
- 43- **I-195/ Julia Tuttle from SR 5/ Biscayne Blvd to SR 907/ Alton Rd - Bike Path / Trail (\$121,520)** (Florida Department of Transportation, Completed March 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 44- **NW 8th ST & NW 14 CT Roadway and Drainage Improvements (\$425,895)** (City of Miami, Completed May 2013) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)
- 45- **Friedland Manor Drainage Improvements (\$406,567)** (City of Florida City, Completed June 2013) (Sean Compel 786-502-0770) (sean.compel@stantec.com)
- 46- **SR 9 (NW 27 Ave), From NW 79 ST to NW 84 ST Roadway Improvements (\$119,000)** (Florida Department of Transportation, Completed July 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 47- **Sidewalk Improvements along SR A1A/ Collins Ave @ SR 826/ NW 63 ST. (\$205,521)** (Florida Department of Transportation, Completed October 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 48- **Doral Trolley Route 3 Infrastructure Improvements. (\$114,210)** (City of Doral, Completed November 2013) (Rudy de la Torre 786-236-5912) (rudy.delatorre@cityofdoral.com)
- 49- **Doral Trolley Infrastructure Improvements Citywide. (\$217,349)** (City of Doral, Completed December 2013) (Rudy de la Torre 786-236-5912) (rudy.delatorre@cityofdoral.com)
- 50- **Wild Lime Park Parking Expansion and Concrete Walkway. (\$201,442)** (Miami Dade Park & Recreation Department, Completed January 2014) (Leroy Garcia 786-210-5937) (garcial@miamidade.gov)
- 51- **Biscayne Island Drainage Improvements (\$735,559).** (City of Miami, Completed March 2014) (Valentine Onuigbo 786-447-9817) (vonuigbo@miamigov.com)
- 52- **Beacom Project Area Improvements-Phase I (\$767,132)** (City of Miami, Completed March 2014) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)



- 53- **Sunset Drive Downtown Median. (84,663) (City of South Miami, Completed October 2014)** (Ricardo Ayala 305-403-2072) ([rayala@southmiamifl.gov](mailto:rayala@southmiamifl.gov))
- 54- **NW 11 ST from 27 Ave to 37 Ave. Area Roadway Improvements. (\$188,874)** (City of Miami, Completed October 2014) (Valentine Onuigbo 786-447-9817) ([vonuigbo@miamigov.com](mailto:vonuigbo@miamigov.com))
- 55- **Districtwide Minor Asphalt Repair. (\$250,000)** (FDOT, District 6, Completed December 2014) (John Garzia 305-640-7177) ([john.garzia@dot.state.fl.us](mailto:john.garzia@dot.state.fl.us))
- 56- **Multiple Parks - ADA Improvements (\$336,741.68)** (Miami Dade Park & Recreation Department, Completed January 2015) (Leopoldo Aybar 786-201-2422) ([aybar@miamidade.gov](mailto:aybar@miamidade.gov))
- 57- **NW 18 PL Road and Drainage Improvements (\$473,087.20)** (City of Miami, Completed March 2015) (Robert Fenton 786-263-2133) ([rfenton@miamigov.com](mailto:rfenton@miamigov.com))
- 58- **Lummus Park Landing (\$222,612.91)** (City of Miami, Completed May 2015) (David Adato 305-416 1899 / 786-376 4391) ([dadato@miamigov.com](mailto:dadato@miamigov.com))
- 59- **Beacom Project Area Improvements- Phase II (\$818,978.96)** (City of Miami, Completed July 2015) (Robert Fenton 786-263-2133) ([rfenton@miamigov.com](mailto:rfenton@miamigov.com))
- 60- **Drainage Improvements 13000 SW 60 Street (\$112,080)** (Village of Pinecrest, Completed October 2015) (Mark Spanioli 305-669-6916) ([mspanioli@pinecrest-fl.gov](mailto:mspanioli@pinecrest-fl.gov))
- 61- **Sub-Basin 10 (SW 88 Ave) Paving and Drainage Improvements (\$922,633.25)** (Village of Palmetto Bay, Completed November 2015) (Danny Casals 305-969-5091) ([dcasals@palmettobay-fl.gov](mailto:dcasals@palmettobay-fl.gov))
- 62- **Drainage and Road Improvements Project Multiple Sites #20140165 (\$383,287)** (Public Works Miami-Dade County, Completed November 2015) (Pedro Marsan 305-281-9062) ([marzan@miamidade.gov](mailto:marzan@miamidade.gov))
- 63- **Twin Lakes Drainage and Roadway Construction Area 1 & 2 (\$345,975)** (City of South Miami, Completed April 2016) (Ricardo Ayala 305-403-2072) ([rayala@southmiamifl.gov](mailto:rayala@southmiamifl.gov))
- 64- **Drainage and Road Improvements Project Multiple Sites #20140177 (\$755,761)** (Public Works Miami-Dade County, Completed May 2016) (Alfonso Duarte 305-409-8224) ([aduarte@miamidade.gov](mailto:aduarte@miamidade.gov))
- 65- **Metrorail Bike Path Improvements (M-Path) (\$870,888)** (Miami Dade Transit, Completed May 2016) (George Maldonado 786-473-4369) ([glm@miamidade.gov](mailto:glm@miamidade.gov))
- 66- **Sidewalk Improvements Multiple Sites (\$214,549)** (Miami Dade County Transportation and Public Works Department, Completed July 2016) (George Coppolecchia 305-297-0795) ([copp@miamidade.gov](mailto:copp@miamidade.gov))
- 67- **Busway Pedestrian Access Improv. -20140140 (\$266,345)** (Miami Dade County Transportation and Public Works Department, Completed August 2016) (George Coppolecchia 305-297-0795) ([copp@miamidade.gov](mailto:copp@miamidade.gov))
- 68- **Busway Pedestrian Access Improv. -20150047 (\$417,284)** (Miami Dade County Transportation and Public Works Department, Completed November 2016) (George Coppolecchia 305-297-0795) ([copp@miamidade.gov](mailto:copp@miamidade.gov))
- 69- **Subbasin F-1 Drainage Improvements (\$632,993)** (City of Doral, Public Works Department, Completed March 2017) (Carlos Arroyo 305-593-6740 Ext.6009) ([carlos.arroyo@cityofdoral.com](mailto:carlos.arroyo@cityofdoral.com))
- 70- **SW 74 Terr Roadway & Drainage Improvements Project (\$139,882)** (City of South Miami, Completed April 2017) (Aurelio Carmenates 305-403-2072) ([acarmenates@southmiamifl.gov](mailto:acarmenates@southmiamifl.gov))
- 71- **32' Traffic Circle Project (\$221,527)** (City of North Miami, Completed April 2017) (Chuks Okereke 305-893-6511 Ext.15002) ([cokereke@northmiamifl.gov](mailto:cokereke@northmiamifl.gov))
- 72- **Subbasin H-8 Drainage Improvements (\$968,585)** (City of Doral, Public Works Department, Completed August 2017) (Carlos Arroyo 305-593-6740 Ext.6009) ([carlos.arroyo@cityofdoral.com](mailto:carlos.arroyo@cityofdoral.com))





Engineering Contractor – Lic. E-251302  
11020 SW 55 ST., Miami, FL 33165  
Phone: 786-291-2949 Fax: 786-472-8831  
[maggolc@yahoo.com](mailto:maggolc@yahoo.com)

#### **RESUME:**

##### **MARIO GONZALEZ**

**Superintendent/ Project Manager of Maggolg Inc.**

Gonzalez is a Roadway Construction and Civil Engineer with over 24 years of progressive experience in the fields of highway and railway design, construction, maintenance, and operations.

#### **EDUCATION:**

Instituto Superior Politécnico (Higher Polytechnic Institute) “Julio Antonio Mella”, Santiago de Cuba, Cuba.

Degree: **INGENIERO VIAL (Roadway Construction Engineer)**, July 1988. This is equivalent to a Bachelor of Science in Civil Engineering (BSCE) from a regionally accredited institution of higher education in the United States.

Universidad Central de Venezuela, Caracas, Venezuela.

Degree: **INGENIERO CIVIL (Civil Engineer)**, July 1997.

#### **CERTIFICATIONS:**

- TROXLER Electronics Lab - Nuclear Gauge Safety Training, (2001 & 2004)
- FDOT – MUTCD/Maintenance of Traffic, Advance Level (2016)
- ASPHALT PAVING TECHNICIAN – Level 1 (2004)
- EARTHWORK CONSTRUCTION INSPECTION – Level 1 (2005)
- ACI, Concrete Field Testing Technician- Grade 1. (2005)
- FDOT Concrete Field Inspector Specifications. (2005)

#### **LICENSES :**

- General Engineering Contractor
- General Building Contractor
- Registered and Certificate State of Florida Undergraund Utilities Contractor.
- Registered General Contractor State of Florida

#### **WORK EXPERIENCE:**

**MAGGOLC INC.**, Miami, Florida, USA. (June 2005 to Present).

Gonzalez is the owner and president of Maggolg Inc., this is an Engineering Contractor Company. Specialized in Drainage Systems, Pavement and Concrete.

##### Work Executed:

- Subbasin F-1 drainage Improvements (City of Doral) 2017
- Busway Pedestrian Access Improv. 20150047 (Miami Dade County Transportation & PW) 2016
- Busway Pedestrian Access Improv. 20140140 (Miami Dade County Transportation & PW) 2016
- Sidewalk Improvements Multiple Sites (Miami Dade County Transportation & PW) 2016
- Metrorail Bike Path Improvements (M-Path) (Miami Dade Transit) 2016
- Drainage and Road Improvements Multiple Sites-20140177 (Miami Dade County PW) 2016
- Twin Lakes Drainage Improvements (City of South Miami) 2016
- Drainage and Road Improv. Multiple Sites- 20140165 (Miami Dade County PW) 2015
- Sub-Basin 10 Paving & Drainage Improv. (Village of Palmetto Bay) 2015
- Drainage Improv. 13000 SW 60 ST (Village of Pinecrest) 2015
- Beacom Project Area Drainage and Road Improvements- Phase II (City of Miami) 2015
- NW 18 PL Drainge and Road Improvements (City of Miami) 2015
- Multiple Parks- ADA Improvements (Miami Dade Park & Rec Dep.) 2015
- Districtwide Minor Asphalt Repair (FDOT) 2014
- NW 11 ST from NW 27 Ave to 37 Ave Area Roadway Improv. (City of Miami) 2014
- Sunset Drive Downtown Median (City of South Miami) 2014



- **Dorm Ave Drainage Improvements** (City of South Miami) 2014
- **Beacom Project Area Improvements- Phase I** (City of Miami) 2013
- **Wild Lime Park Parking Expansion and Concrete Walkway** (Miami Dade Park & Rec Dep.) 2013
- **Biscayne Island Drainage Improvements** (City of Miami) 2013
- **Sidewalk Improvements along SR A1A/ Collins Ave @ SR 826** (FDOT) 2013
- **SR 9 (NW 27 Ave) @ NW 79 ST Roadway Improvements** (FDOT) 2013
- **Friedland Manor Drainage Improvements** (City of Florida City) 2013
- **NW 8 ST & NW 14 CT Roadway & Drainage Improvements** (City of Miami) 2013
- **I-195/ Julia Tuttle Bike Path/ Trail** (FDOT) 2013
- **ARRA Municipalities Group B: City of Miami Gardens Bus Shelters** (Miami Dade Transit) 2013
- **Progress Rd Roadway & Drainage Improvements** (City of South Miami) 2012
- **Killian Park Rd Stormwater Improvements** (Village of Pinecrest) 2012
- **Phase IV Drainage Improvements.** (Village of Palmetto Bay) 2012
- **SR 94/ Kendall Dr at SW 142 Ave Roadway Improv.** (FDOT) 2012
- **FDOT LAP Roadway Improvements.** (City of Sweetwater) 2012
- **SW 64 Street Corridor Improv.** (City of South Miami) 2012
- **District #2 Citywide ADA Sidewalk Improvements.** (City of Miami) 2012
- **Long Key State Park - Resurface Campground Road** (Florida Dep. of Environmental Protection) 2012.
- **Suncrest Dr. & Moss Ranch Rd. Stormwater Improvements** (Village of Pinecrest) 2011.
- **SR 909 (Alton Road) at West 52 Street Drainage Improvements** (FDOT District 6) 2011
- **SW 19 Terrace Roadway & Drainage Improvements** (CIP, City of Miami) 2011.
- **Tamiami Canal Miccosukee Linear Park** (Miami-Dade County, Park & Recreation Dep.) 2011.
- **District #4 Citywide ADA Sidewalk Improvements** (City of Miami) 2011
- **MIA NW 36 Street & 67 Ave Intersection Improvement (concrete )** (Aviation Department M-D County) 2011
- **MIA Building 3050 Parking Lot Improvements** (Aviation Department M-D County) 2011
- **District #1 Citywide ADA Sidewalk Improvements** (City of Miami) 2011
- **District #3 Citywide ADA Sidewalk Improvements** (City of Miami) 2011
- **Intersection Realignment SW 139 Terr. & SW 140 Dr. and Esat Guava ST One Way Street Conversion.** (Village of Palmetto Bay) 2010
- **Installation of Sidewalks and Ramps along NE 12 Ave.** (City of North Miami) 2010.
- **AD Barnes Park Asphalt Walkways.** (M-D County Park & Recreation) 2010.
- **Golden Shore Park Pavers Sidewalks.** (City of Sunny Isles). 2010
- **District I, Sidewalks Repair.** (City of Miami). 2010
- **Crandon Park ADA Parking Space Striping and Signs.** (M-D County Park & Recreation) 2010.
- **District II, Sidewalks Repair.** (City of Miami). 2010
- **Harbor Drive Lighting and Resurfacing Improv.** (Village of Key Biscayne) 2010
- **Blue Road Roundabouts and Drainage.** (City of Coral Gables) 2010
- **Drainage Retention Improvements of State Rd. 907 (Alton Rd.) at Allison Drive. Milling and Asphalt Resurfacing.** (FDOT, District 6) 2009
- **Country Club of Miami Park Concrete and Asphalt Walkway** (Miami-Dade County, Park & Recreation Dep.) 2009.
- **Brendwood Park Asphalt Walkway.** (City of Miami Gardens) 2009.
- **West Little River Improve Asphalt Driveways.** (Miami-Dade County Office of Community and Economic Development) 2008.
- **West Perrine Park Concrete Slabs and Poured Safety Surface.** (M-D C Park and Recreation) 2008
- **Asphalt Pavement Repair.** Florida Department of Transportation (District 6). 2008-2009, 2009-2010 and 2010-2011.
- **Improve Intersections Countywide Project, include Milling and Asphalt Resurfacing.** (Sidewalk, Handicap Ramps, Curb & Gutters, Pavers, New Pavement, Drainage, Sodding (M-D County Public Work Dep.) 2008
- **Seal Coat and Restriping of Station 13 and Logistics Parking Area.** (MD County Fire Rescue Department) 2008
- **Dolphin Archaeological Site Sidewalk Construction.** (M-D County Park and Recreation) 2008.
- **Olympic Park Sidewalks Construction.** (M-D County Park and Recreation) 2007
- **Norman & Jean Reach Park Foul Ball Netting.** (M-D County Park and Recreation) 2007
- **Drainage Improvement Project for NW 22 Court from NW 107 ST to NW 112 ST.** (M-D County Public Work Dep.). 2006 , etc

Others Places where Gonzalez was working:

**SRS ENGINEERING, INC.,** Miami, Florida, USA. (August 2006 to July 2007).

Construction Field Inspector of Drainage and Roadway Restoration. (Public Work Department, Miami-Dade County Projects).

-Allaphatta Phase I.

-Hardwood Village Phase II.

**BERMELLO, AJAMIL & PARTNERS, INC.**, Miami, Florida, USA. (May 2005 to July 2006).

Quality Control (QC) Construction Inspector (DOT Projects): (Earthwork, Concrete and Asphalt).

-Okeechobee Road. (W 12 Ave to Palmetto Expwy)

-Miami Garden Drive. (NW 2 Ave to NW 17 Ave.)

-Biscayne Blvd. (NW 96 ST to NW 104 ST)

-Golden Gate Pkwy (Naples)

-Florida's Turnpike (Griffin Rd to Sunrise Blvd).

-A-1-A (Key West).

**MARLIN ENGINEERING INC.**, Miami, Florida, USA. (October 2000 –May 2005).

**February 2004 to May 2005.**

Construction Field Inspector of Drainage and Roadway (FEMA-DERM, Miami-Dade County Projects).

Activities Included:

Verify of storm drainage structures in accordance with the approved shop drawings, installation of drainage and pollution control structures, drainage pipe inverts, joints, seals, French Drain Systems, solid pipe placement and bedding material. Check the Contractor's compliance with all Maintenance of Traffic.

Reconstruction of Pavement, Roadway Milling and Resurfacing; reconstruction of Curb and Gutter and Sidewalks; Site Restoration, including Grading of Swales, Sod Placement, etc.

Requirements:

- Ensure the quality of the construction work, as per the Public Works Department Manual, FDOT Standards, and Project Contract Documents.
- Ensure the full restoration of the project, including site cleanliness, swale grading, and sod placement.
- Keep records of daily activities, daily production, site testing, and progress of the work.
- Resolve complaints by residents resulting from construction activities.

**March 2001 to February 2004: Project Engineer**

Project Engineer for the design, roadway restoration, and storm drainage systems improvement, including independent sites and community. (DERM/FEMA Program administered by the Division of Recovery and Mitigation-DORM) in Miami-Dade County and City of Miami Storm Drainage Improvement Program). Working closely with Microstation and AutoCAD software.

October 2000 to March 2001 and October 2002 to February 2003: Roadway Inspector.

Surveying, inspecting and drawing sketches for roadway restoration projects in Q.N.I.P, Public Work Department of Miami-Dade County. Inspecting and supervising construction of asphalt patching, milling and resurfacing operations.



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: Maggole Inc.

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

Name of Contract: Beacon Project Area Improv.

Name of Contract Owner: City of Miami

Scope of work: Drainage, Curb & Gutter, Sidewalk, Ramps Milling and Resurfacing.

Initial Value of Contract: \$818,978 Is the Contract still active? ☐ Yes ☒ No

Final Value of Contract: \$818,978

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☐ Above expectations ☒ Average ☐ Below expectations

Responsiveness of Contractor: ☒ Above expectations ☐ Average ☐ Below expectations

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

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

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

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

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Name: Robert Fenton

Date: 5-9-18

Title: Sr. Const. Mgr.

Telephone: 305-416-1002

Signature: [Signature]

E-mail: RFenton@MiamiGov.com





### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: Maggole Inc.

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

Name of Contract: Busway Pedestrian Access Improv.

Name of Contract Owner: Miami-Dade County

Scope of work: New Sidewalk, Curb & Gutters, Ramps

Initial Value of Contract: \$ 417,284 Is the Contract still active? ☐ Yes ☒ No

Final Value of Contract: \$ 417,284

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☒ Above expectations ☐ Average ☐ Below expectations

Responsiveness of Contractor: ☒ Above expectations ☐ Average ☐ Below expectations

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

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

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

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

Excellent work performed. Contractor very responsive  
And willing to help. All work high quality & on  
time.

Name: George L. Coppolecchia

Date: 5-9-2018

Title: Project Manager

Telephone: 305-297-0795 COUNTY Cell

Signature: [Signature]

E-mail: copp@miamidade.gov



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: Maggole Inc.

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

Name of Contract: Sidewalk Improvement Multiple Sites

Name of Contract Owner: Miami-Dade County

Scope of work: Sidewalk and Curb & Gutter/Ramps

Initial Value of Contract: \$ 214,549 Is the Contract still active? ☐ Yes ☐ No

Final Value of Contract: \$ 214,549

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☒ Above expectations ☐ Average ☐ Below expectations

Responsiveness of Contractor: ☒ Above expectations ☐ Average ☐ Below expectations

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

Number of Change Orders: None Were any Contractor driven? ☐ Yes ☒ No

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

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

Contractor performance was excellent. He was very responsive to our needs and provided solutions. All the resulting work was high quality and on time

Name: George Coppolecchia

Date: 5-9-2018

Title: Project Manager

Telephone: 305-297-0795 County cell.

Signature: [Signature]

E-mail: copp@miamidade.gov





CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: Maggole Inc.

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

Name of Contract: Westward Drive Bike Path Project

Name of Contract Owner: City of Miami Springs

Scope of work: Sidewalk, Concrete Bike Path & Lg. lts.

Initial Value of Contract: \$ 1,158,670 Is the Contract still active? ☐ Yes ☒ No

Final Value of Contract: \$ 1,158,670

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☐ Above expectations ☒ Average ☐ Below expectations

Responsiveness of Contractor: ☐ Above expectations ☒ Average ☐ Below expectations

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

Number of Change Orders: 2 Were any Contractor driven? ☐ Yes ☒ No

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

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

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Name: Tammy Romero Date: 5/9/18  
Title: Asst. City Manager Telephone: 305-805-5035  
Signature: [Signature] E-mail: Romerot@miamisprings-fl.gov





### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: Maggole Inc.

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

Name of Contract: Twin Lake Traffic Circle

Name of Contract Owner: City of South Miami

Scope of work: Curb & Gutters, Sidewalks, Ramps, Milling & Resurfacing

Initial Value of Contract: \$ 78,024 Is the Contract still active? ☒ Yes ☐ No

Final Value of Contract: \$ 88,472

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☒ Above expectations ☐ Average ☐ Below expectations

Responsiveness of Contractor: ☒ Above expectations ☐ Average ☐ Below expectations

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

Number of Change Orders: 1 Were any Contractor driven? ☐ Yes ☒ No

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

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

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Name: AURELIO CARMENATES

Date: 5/9/2018

Title: CIP PROJECT MANAGER

Telephone: 305 403 2063

Signature: And. Carm

E-mail: ACARMENATES@SOUTHMIAMI.GOV



# CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: Maggolo Inc.

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

Name of Contract: SW 74 Terr. Roadway & Drainage Improv.

Name of Contract Owner: City of South Miami.

Scope of work: Drainage, Curb & Gutters, Sidewalk, Ramps

Initial Value of Contract: \$ 139,882 Is the Contract still active? ☐ Yes ☒ No

Final Value of Contract: \$ 155,946

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☒ Above expectations ☐ Average ☐ Below expectations

Responsiveness of Contractor: ☒ Above expectations ☐ Average ☐ Below expectations

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

Number of Change Orders: 1 Were any Contractor driven? ☐ Yes ☒ No

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

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

Name: Armando Cammenates

Date: 5/9/2018

Title: CIP PROJECT MANAGER

Telephone: 305 403 2063

Signature: Armando Cammenates

E-mail: ACAMMENATES@SOUTHMIAMI.FL.GOV





### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: Maggolc Inc.

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

Name of Contract: 32 FT Traffic Circle Project.

Name of Contract Owner: City of North Miami

Scope of work: New Curb & Gutters, Sidewalks, ADA Ramps Milling and Resurfacing.

Initial Value of Contract: \$ 221,527 Is the Contract still active? ☐ Yes ☒ No

Final Value of Contract: \$ 218,919

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☒ Above expectations ☐ Average ☐ Below expectations

Responsiveness of Contractor: ☒ Above expectations ☐ Average ☐ Below expectations

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

Number of Change Orders: 2 Were any Contractor driven? ☐ Yes ☒ No

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

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

Maggolc Inc. was very professional in the construction of two traffic circles in the City of North

Miami (NW 133 St/NW 11 Ave and NE 132 St/NE 12 Ave). They were proactive in resolving

unforeseen circumstances and addressing residents' concerns. They came under budget on both traffic circles.

Name: Chuks Okereke, PE

Date: 05/10/18

Title: City Engineer

Telephone: (813) 895-9838 x 15002

Signature: Chuks 05/10/18

E-mail: cokereke@northmiamifl.gov



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: Maggole Inc.

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

Name of Contract: Metrorail Bike Path Improv.

Name of Contract Owner: Miami-Dade Transit

Scope of work: Curb and Gutter, Sidewalk, ADA Ramps

Initial Value of Contract: \$ 870,888 Is the Contract still active? ☐ Yes ☒ No

Final Value of Contract: \$ 723,300

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☐ Above expectations ☒ Average ☐ Below expectations

Responsiveness of Contractor: ☐ Above expectations ☒ Average ☐ Below expectations

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

Number of Change Orders: 1 Were any Contractor driven? ☐ Yes ☒ No

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

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

Name: George Maldonado

Date: 5-10-18

Title: Construction Manager 2

Telephone: 786 473 4369

Signature: [Signature]

E-mail: glm@miamidade.gov





ENGINEERING CONTRACTOR – LIC: E-251302  
11020 SW 55 ST., MIAMI, FL 33165  
PHONE: 786-291-2949 FAX: 786-472-8831  
[maggolc@yahoo.com](mailto:maggolc@yahoo.com)

## CONTRACTS PERFORMED BY MAGGOLC INC.

- 1-Olympic Park Concrete Sidewalk Construction. (\$184,000) (Miami-Dade Park and Recreation Dept., Completed July 2008). (Dan Crawford 305-596 4460) ([dc93@miamidade.gov](mailto:dc93@miamidade.gov))
- 2-Dolphin Archaeological Site Concrete Sidewalk Construction., (\$114,084) (Miami-Dade Park and Recreation Dept., Completed July 2008). (Dan Crawford 305-596 4460) ([dc93@miamidade.gov](mailto:dc93@miamidade.gov))
- 3-Countywide Repair of Existing Asphalt Pavement. (Milling & Resurfacing) (\$949,990) (Florida Department of Transportation, Dist. Six, Executed the year 2008 and renewed for to year 2009 and 2010, Completed June 2011). (Janice Corn 305-256 6359) ([Janice.corn@dot.state.fl.us](mailto:Janice.corn@dot.state.fl.us))
- 4-Countywide Intersections Improvement, Roadway and Drainage. (\$443,637) (Miami-Dade County Public Works Dept., Completed Dec. 2008). (Joaquin Rabassa 305-299 9822) ([jra@miamidade.gov](mailto:jra@miamidade.gov))
- 5-West Perrine Park Concrete Slabs, Sidewalks and Poured in Place. (\$34,000) (Miami-Dade Park and Recreation Dept., Completed January 2009). (305-596 4460)
- 6-West Little River Asphalt Driveways Phase IV-B. (\$68,000) (Miami-Dade County Office of Community and Economic Development, Completed January 2009). (Mario Berrios 786-469 2112) ([mberr@miamidade.gov](mailto:mberr@miamidade.gov))
- 7-Brentwood Pool Park New Asphalt Walkways. (\$34,000) (City of Miami Gardens, Completed April 2009). (305-622 8000) ([jallen@miamigardens-fl.gov](mailto:jallen@miamigardens-fl.gov))
- 8-Country Club of Miami Parcel 1169 & 1168-E New Asphalt Walkways. (\$178,000) (Miami-Dade Park and Recreation Dept., Completed July 2009). (Dan Crawford 305-596 4460) ([dc93@miamidade.gov](mailto:dc93@miamidade.gov))
- 9-Country Club of Miami Grading, Sitework & Greens. (\$107,000) (Miami-Dade Park and Recreation Dept., Completed August 2009). (305-596 4460)
- 10-SR 907 (Alton Rd) at Allison Dr. for Drainage and Retention Improvements. (\$134,000) (FDOT, Completed December 2009) (Anthony Sabbag 305-256 6380) ([anthony.sabbag@dot.state.fl.us](mailto:anthony.sabbag@dot.state.fl.us))
- 11- West Little River Asphalt Driveways Phase IV-D. (\$35,000) (Miami-Dade County Office of Community and Economic Development, Completed December 2009). (Mario Berrios 786- 469 2112) ([mberr@miamidade.gov](mailto:mberr@miamidade.gov))
- 12-District 2- Sidewalk Repair Project II (\$75,300) (Public Works Dep. City of Miami, Completed March 2010) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) ([fdubuisson@miamigov.com](mailto:fdubuisson@miamigov.com))
- 13-Blue Road Roundabouts Re-Bid (\$145,000) (Public Works Dep. City of Coral Gables, Completed March 2010) ( 305-460 5018) ([epino@coralgables.com](mailto:epino@coralgables.com))
- 14-Harbor Drive Lighting and Resurfacing Improvement (\$270,000) (Public Works Dep. Village of Key Biscayne April 2010) (786-255 6765) ([anunez@keybiscayne.fl.gov](mailto:anunez@keybiscayne.fl.gov))
- 15-District 1- Sidewalk Repair Project II (\$95,990) (Public Works Dep. City of Miami, Completed September 2010) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) ([fdubuisson@miamigov.com](mailto:fdubuisson@miamigov.com))



- 16-**Golden Shore Park Pavers Sidewalk (\$23,895.00)** (Public Works Dep. City of Sunny Isles Beach, November 2010) (305-947 0606) (gbatista@sibfl.net)
- 17-**AD Barnes Park Asphalt Walkways (\$86,615.00)** (Miami-Dade Park and Recreation Dept., Completed December 2010) (305-755 7985) (rttolon@miamidade.gov)
- 18-**Installation of Sidewalks and Ramps along NE 12 Ave (\$123,750.00)** (Public Works Dep. City of North Miami, Completed December 2010) (Gerardo Hernandez 305-893 6511) (ghernandez@northmiamifl.gov)
- 19-**Intersection Realignment SW 139 Terr & SW 140 Dr. and East Guava Street One Way Street Conversion (\$36,775)** (Public Works Dep., Village of Palmetto Bay, Completed December 2010) (305-969 5011) (dcasals@palmettobay-fl.gov)
- 20-**District #3 Citywide ADA Sidewalk Improvements, (\$107,414)** (Public Works Dep. City of Miami, Completed February 2011) (Fabiola Dubuisson 305 416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 21- **District #1 Citywide ADA Sidewalk Improvements, (\$155,523)** (Public Works Dep. City of Miami, Completed May 2011) (Fabiola Dubuisson 305 416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 22- **MIA Building 3050 Parking Lot Drainage & Asphalt Improvement (\$103,000)** (Aviation Department Miami-Dade County, Completed May 2011) (Greg Tai 305-876 8444) (gtai@mikegconst.com)
- 23- **MIA- NW 67 Ave & NW 36 Street Intersection Improvements (\$65,000), (concrete works)** (Aviation Department Miami Dade County, Complete July 2011) (John Peterson 305-622 8000) (jpet@mikegconst.com)
- 24- **District #4 Citywide ADA Sidewalk Improvements, (\$149,397)** (Public Works Dep. City of Miami, Completed October 2011) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 25- **Tamiami Canal Miccosukee Linear Park, Tamiami Trail and SW 122 Ave. (\$87,703)** (Miami Dade Park & Recreation Department, Completed October 2011) (Ruben Teurbe Tolon 786-586 8360) (rttolon@miamidade.gov)
- 26- **SW 19 Terrace Roadway and Drainage Improvements (\$184,585)** (City of Miami, Capital Improvements Department, Completed October 2011) (Maurice Hardie 786-229 5463) (mhardie@miamigov.com)
- 27- **SR 909 (Alton Road) at West 52 Street Drainage Improvement (\$138,000)** (Florida Department of Transportation, Completed December 2011) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 28- **Suncrest Drive & Moss Ranch Road Stormwater Improvements (\$ 110,000)** (Village of Pinecrest, Public Works Dep., Completed December 2011) (Daniel Moretti 305-669 6916) (moretti@pinecrest-fl.gov)
- 29- **Long Key State Park Roadway Improvements (\$149,230)** (Florida Department of Environmental Protection, Completed February 2012) (Fred Hand 850-488 6322) (Fred.Hand@dep.state.fl.us)
- 30- **District #2 Citywide ADA Sidewalk Improvements, (\$105,303)** (Public Works Dep. City of Miami, Completed February 2012) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
- 31- **SW 64 Street Corridor Improvement, (\$60,000)** (Public Works Dep. City of South Miami, Completed February 2012) (Keith A. Ng 305-403 2072) (kng@southmiamifl.gov)
- 32- **Long Key State Park Campground Entrance Modification (\$49,450)** (Florida Department of Environmental Protection, Completed July 2012) (Fred Hand 850-488 6322) (Fred.Hand@dep.state.fl.us)
- 33- **FDOT LAP Roadway Improvements Project (\$117,371)** (Public Works Dep. City of Sweetwater, Completed July 2012) (Eric Gomez 305-553 5457) (egomez.egsc@att.net)
- 34- **SR 94/SW 88 ST/ Kendall Dr. at SW 142 Ave (\$134,843)** (Florida Department of Transportation, Completed October 2012) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)

- 35- **Phase IV Drainage Improvement Project (\$143,830)** (Village of Palmetto Bay, Completed November 2012) (Danny Casals 305-969 5091) (dcasals@palmettobay-fl.gov)
- 36- **Killian Park Road Stormwater Improvement (\$218,142)** (Village of Pinecrest, Completed December 2012) (Daniel Moretti 305-669 6916) (moretti@pinecrest-fl.gov)
- 37- **Progress Rd. Roadway and Drainage Improvements (\$105,522)** (City of South Miami, Completed January 2013) (Jorge Vera 305-403 2072) (jvera@southmiamifl.gov)
- 38- **ARRA Municipalities Group B: City of Miami Gardens Bus Shelters (\$894,000)** (Miami Dade Transit, Completed March 2013) (Javier Salmon 786-473 4710) (jsalmon@miamidade.gov)
- 39- **I-195/ Julia Tuttle from SR 5/ Biscayne Blvd to SR 907/ Alton Rd - Bike Path / Trail (\$121,520)** (Florida Department of Transportation, Completed March 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 40- **NW 8th ST & NW 14 CT Roadway and Drainage Improvements (\$425,895)** (City of Miami, Completed May 2013) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)
- 41- **Friedland Manor Drainage Improvements (\$406,567)** (City of Florida City, Completed June 2013) (Sean Compel 786-502-0770) (sean.compel@stantec.com)
- 42- **SR 9 (NW 27 Ave), From NW 79 ST to NW 84 ST Roadway Improvements (\$119,000)** (Florida Department of Transportation, Completed July 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 43- **Sidewalk Improvements along SR A1A/ Collins Ave @ SR 826/ NW 63 ST. (\$205,521)** (Florida Department of Transportation, Completed October 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
- 44- **Doral Trolley Route 3 Infrastructure Improvements. (\$114,210)** (City of Doral, Completed November 2013) (Rudy de la Torre 786-236-5912) (rudy.delatorre@cityofdoral.com)
- 45- **Doral Trolley Infrastructure Improvements Citywide. (\$217,349)** (City of Doral, Completed December 2013) (Rudy de la Torre 786-236-5912) (rudy.delatorre@cityofdoral.com)
- 46- **Wild Lime Park Parking Expansion and Concrete Walkway. (\$201,442)** (Miami Dade Park & Recreation Department, Completed January 2014) (Leroy Garcia 786-210-5937) (garcial@miamidade.gov)
- 47- **Biscayne Island Drainage Improvements (\$735,559).** (City of Miami, Completed March 2014) (Valentine Onuigbo 786-447-9817) (vonuigbo@miamigov.com)
- 48- **Beacom Project Area Improvements-Phase I (\$767,132)** (City of Miami, Completed March 2014) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)
- 49- **Sunset Drive Downtown Median. (84,663) (City of South Miami, Completed October 2014)** (Ricardo Ayala 305-403-2072) (rayala@southmiamifl.gov)
- 50- **NW 11 ST from 27 Ave to 37 Ave. Area Roadway Improvements. (\$188,874)** (City of Miami, Completed October 2014) (Valentine Onuigbo 786-447-9817) (vonuigbo@miamigov.com)
- 51- **Districtwide Minor Asphalt Repair. (\$250,000)** (FDOT, District 6, Completed December 2014) (John Garzia 305-640-7177) (john.garzia@dot.state.fl.us)
- 52- **Multiple Parks - ADA Improvements (\$336,741.68)** (Miami Dade Park & Recreation Department, Completed January 2015) (Leopoldo Aybar 786-201-2422) (aybar@miamidade.gov)
- 53- **NW 18 PL Road and Drainage Improvements (\$473,087.20)** (City of Miami, Completed March 2015) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)



- 54- **Lummus Park Landing (\$222,612.91)** (City of Miami, Completed May 2015) (David Adato 305-416 1899 / 786-376 4391) ([dadato@miamigov.com](mailto:dadato@miamigov.com))
- 55- **Beacom Project Area Improvements- Phase II (\$818,978.96)** (City of Miami, Completed July 2015) (Robert Fenton 786-263-2133) ([rfenton@miamigov.com](mailto:rfenton@miamigov.com))
- 56- **Drainage Improvements 13000 SW 60 Street (\$112,080)** (Village of Pinecrest, Completed October 2015) (Mark Spanioli 305-669-6916) ([mspanioli@pinecrest-fl.gov](mailto:mspanioli@pinecrest-fl.gov))
- 57- **Sub-Basin 10 (SW 88 Ave) Paving and Drainage Improvements (\$922,633.25)** (Village of Palmetto Bay, Completed November 2015) (Danny Casals 305-969-5091) ([dcasals@palmettobay-fl.gov](mailto:dcasals@palmettobay-fl.gov))
- 58- **Drainage and Road Improvements Project Multiple Sites #20140165 (\$383,287)** (Public Works Miami-Dade County, Completed November 2015) (Pedro Marsan 305-281-9062) ([marsan@miamidade.gov](mailto:marsan@miamidade.gov))
- 59- **Twin Lakes Drainage and Roadway Construction Area 1 & 2 (\$345,975)** (City of South Miami, Completed April 2016) (Ricardo Ayala 305-403-2072) ([rayala@southmiamifl.gov](mailto:rayala@southmiamifl.gov))
- 60- **Drainage and Road Improvements Project Multiple Sites #20140177 (\$755,761)** (Public Works Miami-Dade County, Completed May 2016) (Alfonso Duarte 305-409-8224) ([aduarte@miamidade.gov](mailto:aduarte@miamidade.gov))
- 61- **Metrorail Bike Path Improvements (M-Path) (\$870,888)** (Miami Dade Transit, Completed May 2016) (George Maldonado 786-473-4369) ([glm@miamidade.gov](mailto:glm@miamidade.gov))
- 62- **Sidewalk Improvements Multiple Sites (\$214,549)** (Miami Dade County Transportation and Public Works Department, Completed July 2016) (George Coppolecchia 305-297-0795) ([copp@miamidade.gov](mailto:copp@miamidade.gov))
- 63- **Busway Pedestrian Access Improv. -20140140 (\$266,345)** (Miami Dade County Transportation and Public Works Department, Completed August 2016) (George Coppolecchia 305-297-0795) ([copp@miamidade.gov](mailto:copp@miamidade.gov))
- 64- **Busway Pedestrian Access Improv. -20150047 (\$417,284)** (Miami Dade County Transportation and Public Works Department, Completed November 2016) (George Coppolecchia 305-297-0795) ([copp@miamidade.gov](mailto:copp@miamidade.gov))
- 65- **Subbasin F-1 Drainage Improvements (\$632,993)** (City of Doral, Public Works Department, Completed March 2017) (Carlos Arroyo 305-593-6740 Ext.6009) ([carlos.arroyo@cityofdoral.com](mailto:carlos.arroyo@cityofdoral.com))
- 66- **SW 74 Terr Roadway & Drainage Improvements Project (\$139,882)** (City of South Miami, Completed April 2017) (Aurelio Carmenates 305-403-2072) ([acarmenates@southmiamifl.gov](mailto:acarmenates@southmiamifl.gov))
- 67- **32' Traffic Circle Project (\$221,527)** (City of North Miami, Completed April 2017) (Chuks Okereke 305-893-6511 Ext.15002) ([cokereke@northmiamifl.gov](mailto:cokereke@northmiamifl.gov))
- 68- **Subbasin H-8 Drainage Improvements (\$968,585)** (City of Doral, Public Works Department, Completed August 2017) (Carlos Arroyo 305-593-6740 Ext.6009) ([carlos.arroyo@cityofdoral.com](mailto:carlos.arroyo@cityofdoral.com))
- 69- **Westward Drive Concrete Bike Path Project (\$1,158,670)** (City of Miami Springs, Public Works Department, Completed November 2017) (Tammy Romero 305-805-5035) ([romerot@miamisprings-fl.gov](mailto:romerot@miamisprings-fl.gov))



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2017

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 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).

<b>PRODUCER</b> Eastern Insurance Group, Inc. 9570 SW 107 Avenue Suite 104 Miami FL 33176	<b>CONTACT NAME:</b> Amanda Nogues <b>PHONE (A/C. No. Ext):</b> (305) 595-3323 <b>FAX (A/C. No.):</b> (305) 595-7135 <b>E-MAIL ADDRESS:</b> amanda@easterninsurance.net														
<b>INSURED</b> Maggolc, Inc. 11020 SW 55 Street Miami FL 33165	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER B: Mapfre Insurance Co. of Florida</td><td>34932</td></tr><tr><td>INSURER C: Commerce &amp; Industry Ins.</td><td>19410</td></tr><tr><td>INSURER D: BusinessFirst Insurance Co.</td><td>11697</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Admiral Insurance Company	24856	INSURER B: Mapfre Insurance Co. of Florida	34932	INSURER C: Commerce & Industry Ins.	19410	INSURER D: BusinessFirst Insurance Co.	11697	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: Master 17-18

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														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CA000028275-01	9/22/2017	9/22/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
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BODILY INJURY (Per accident)	\$																				
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D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	521-11888	9/22/2017	9/22/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	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		
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E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																			

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

Sidewalk, Paving, Drainage

CICC 7040-0/07 Contract - RPQ NO: 229676

Metrorail Bike Path Improvements (M-Path)

Certificate holder is listed as additional insured with respect to general liability. Coverage as an additional insured is provided if required by written contract.

**CERTIFICATE HOLDER**

(786) 472-8831

Miami-Dade County  
Internal Services Division  
701 NW 1st Court  
Miami, FL 33136

**CANCELLATION**

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

David Lopez/AMANDA

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# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MAGGOLC INC

Risk ID: 091969599

Rating Effective Date: 09/22/2017

Production Date: 03/26/2017

State: FLORIDA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.08	12,866	20,430	7,564	0	21,500	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.08		12,866	20,430	7,564	0	21,500	0	0

	Primary Losses		Stabilizing Value		Ratable Excess		Totals			
Actual	(I) 0		C * (1 - A) + G 33,337		(A) * (F) 0		(J) 33,337			
Expected	(E) 7,564		C * (1 - A) + G 33,337		(A) * (C) 1,029		(K) 41,930			
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod	
Factors			1.00						(J) / (K) .80	

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# **EXHIBIT B**

Agreement  
between the  
Town of Miami Lakes  
and

**R&G Engineering, Inc.**

for

Miscellaneous Concrete Work on Sidewalks, Curbs, Ramps, &  
Associated Infrastructure, ITB 2018-15

# INVITATION TO BID

## Miscellaneous Concrete Work for Sidewalks, Curbs, Ramps, & Associated Infrastructure

**ITB No. 2018-15**



**The Town of Miami Lakes Council:**

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

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

<b>Date Advertised</b>	Friday, April 27, 2018
<b>Bids Due</b>	Friday, May 18, 2018

# Miscellaneous Concrete Work for Sidewalks, Curbs, Ramps, & Associated Infrastructure

## ITB 2018-15

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Miscellaneous Concrete Work for Sidewalks, Curbs, Ramps, & Associated Infrastructure

**ITB No.:** 2018-15

**Bids Due:** 11:00am, Friday, May 18, 2018

### **Overview:**

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide repair and replacement services for Town sidewalks, curbs, ramps, and other associated infrastructure ("Services").

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 CD-ROM or Flash Drive. Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00am on May 18, 2018** at which time the Bids will be opened.

The Town is soliciting Bids and intends to select qualified, licensed and experienced contractors to provide miscellaneous concrete work to the Town on an as-needed basis in accordance with the terms, conditions and specifications contained herein. The Town intends to utilize the resulting contract for repair and replacement of existing sidewalks, curbs, ADA ramps, and associated infrastructure, as well as for new construction of the same that may arise on an as-needed basis.

As part of the its Strategic Plan and mobility initiatives, the Town is working toward completing its sidewalk network. The desire is to have a fully connected sidewalk network that further incentivizes and aids the flow of pedestrian traffic. The initiative entails the construction of approximately 82,000 linear feet of sidewalk with widths ranging from six to ten feet. Funding for each sidewalk segment will depend upon the establishment of special assessment districts. It is the Town's intention to utilize this contract for completion of this initiative.

### **Scope of Work:**

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the repair, replacement, or construction of sidewalks, curbs, ADA ramps, associated infrastructure, and other miscellaneous structure adjustments and concrete work on an as-needed basis. All work shall be executed in accordance with applicable Town of Miami Lakes, Miami Dade County and Florida Department of Transportation standards and specifications. The Work includes, but is not limited to, the following:

#### **Sidewalk Work:**

- Demolition, removal, disposal of the existing concrete slabs, removal of tree root obstructions, placement of backfill material, and placement of new concrete sidewalk flags.
- Leveling out of sub-grade, which shall be leveled in a manner that will provide a smooth transition between the new and existing concrete.
- All exposed areas will be properly secured with barricades, cones, mesh fencing, and/or construction tape. Plastic sheeting will be placed over newly poured/formed sections when rain is expected.
- Pour concrete to a width and depth to match existing sidewalk but no less than four (4) inches in depth and no less than 3,000 PSI strength. Driveways and other traffic bearing areas shall have a minimum depth of six (6) inches.
- Provide and place backfill around newly poured sidewalks.
- All work will be completed during daylight hours. No work will be performed on Saturdays, Sundays or holidays unless approved by the Town in advance.
- Provide traffic control necessary to safely perform the work under this contract.

#### **Bench Concrete Pads:**

- Construct new concrete pads for installation of parks furniture (i.e. benches, trash receptacles, etc.) in Town Parks.
- All bench concrete pads shall be rectangular in shape with dimensions of 11 feet by 5 feet and be installed adjacent to existing walkways.
- All trash receptacle concrete pads shall be rectangular in shape with dimensions of 3 feet by 3 feet and be installed adjacent to existing walkways at a distance of no more than 10 feet from benches.
- Pour concrete to a depth of six (6) inches with 6x6 W4.0/W4.0 welded wire mesh.
- The top of concrete pads shall be flush with surrounding grade. The slope of any concrete pad must be between 1% and 2%.
- Submit one (1) master certified/sealed drawing of constructed concrete pads.

All Work must be completed in accordance with the Florida Building Code and all other applicable state, federal, or local law.

### **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 Public Purchase and the Onvia DemandStar websites. Copies of the ITB, including all related documents can be obtained by visiting Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com) or at DemandStar's website at [www.demandstar.com](http://www.demandstar.com). It is strongly recommended that on either website, Bidders should register with the Town of Miami Lakes to receive notifications on changes to the solicitation documents.

### **Minimum Requirements to Submit a Response:**

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

1. Possess a current certified license as a General Contractor from the State of Florida, or a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or a Specialty Engineering Contractor;
2. Possess a minimum of five (5) years of experience performing sidewalk, curb, and gutter repair/replacement work; and
3. Provide at least three verifiable client references demonstrating high quality work on at least three (3) sidewalk, curb, and gutter repair/replacement service contracts of similar size, scope and value performed within the last five (5) years.

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](mailto: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.

#### **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 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**

No Pre-Bid Conference has been scheduled for this solicitation.

#### **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](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) under Contractual Opportunities. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

#### **B2.11 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 attached hereto.



## **B3 REQUIRED FORMS & AFFIDAVITS**

### **B3.01 COLLUSION**

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

### **B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

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

### **B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK**

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

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

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

### **B3.04 PUBLIC RECORDS AFFIDAVIT**

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

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

### **B3.05 PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

**END OF SECTION**

## **SECTION C. GENERAL TERMS & CONDITIONS**

### **C1 GENERAL REQUIREMENTS**

#### **C1.01 GENERALLY**

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

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

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

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

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

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

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

#### **C1.02 RULES AND REGULATIONS**

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

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

#### **C1.03 HOURS FOR PERFORMING WORK**

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

#### **C1.04 SUBCONTRACTORS**

Subcontracting of any work under this Contract is not permitted, unless prior written approval is obtained from the Town Manager for work under a particular Work Order.

In the event subcontractors are utilized, 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.

#### **C1.05 CONSULTANT SERVICES**

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

#### **C1.06 AUTHORITY OF THE PROJECT MANAGER**

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

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

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

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

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

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

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

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

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

#### **C1.07 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and

agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

#### **C1.08 THIRD-PARTY BENEFICIARIES**

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

#### **C1.09 ASSIGNMENT OR SALE OF CONTRACT**

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

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

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

#### **C1.10 TIME FOR COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

#### **C1.11 APPLICABLE LAW AND VENUE OF LITIGATION**

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

#### **C1.12 NON-EXCLUSIVE CONTRACT**

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

#### **C1.13 SEVERABILITY**

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



#### C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

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

#### C1.15 ENTIRE AGREEMENT

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

#### C1.16 INTENTION OF THE TOWN

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

#### C1.17 PRIORITY OF PROVISIONS

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

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

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

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

#### C1.18 ROYALTIES AND PATENTS

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

#### C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

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

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

#### C1.20 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.

#### C1.21 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.

#### C1.22 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.

#### C1.23 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).

**C1.24 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.

**C1.25 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.

**C1.26 NOTICES**

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

For Town:

Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

Raul Gastesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[rgastesi@gastesi.com](mailto:rgastesi@gastesi.com)

For Contractor:

Ramon Garcia  
President  
R&G Engineering, Inc.  
10830 NW 23<sup>rd</sup> Street  
Miami, Florida 33172  
[rgarcia@randgeng.com](mailto:rgarcia@randgeng.com)

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

## **C2 INDEMNITY & INSURANCE**

### **C2.01 INDEMNIFICATION**

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

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

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

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

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

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

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

### **C2.03 DEFENSE OF CLAIMS**

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

### **C2.04 INSURANCE**

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

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

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

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

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

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

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.



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

*d. Certificate of Insurance*

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

*e. Additional Insured*

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

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

### C3 PUBLIC RECORDS

#### C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

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

*f. Public Records*

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

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

*g. Retention and Transfer of Public Records*

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

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

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

### C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

#### C4.01 CHANGE ORDERS

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

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

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

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

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

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

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

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

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

#### C4.02 FORCE MAJEURE

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

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

#### C4.03 EXTENSION OF TIME

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

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

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

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

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

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

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

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

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the

Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

#### C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

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

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

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

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

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



The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

#### **C4.06 CONTINUING THE WORK**

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

#### **C4.07 FRAUD AND MISREPRESENTATION**

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

#### **C4.08 STOP WORK ORDER**

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

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

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

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

#### **C4.09 MATERIALITY AND WAIVER OF BREACH**

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

#### **C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

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

#### **C4.11 CONTRACT EXTENSION**

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

### **C5 EARLY TERMINATION & DEFAULT**

#### **C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

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

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

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

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

#### **C5.02 CONTRACTOR DEFAULT**

##### *a. Event of Default*

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

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

6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

*b. Notice of Default – Opportunity to Cure*

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

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

*c. Termination for Default*

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

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

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

#### **C5.03 TERMINATION FOR CONVENIENCE**

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

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

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

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

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

#### **C5.04 REMEDIES AVAILABLE TO THE TOWN**

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

#### **C5.05 FUNDS AVAILABILITY**

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

**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, replacement, or construction of sidewalks, curbs, ADA ramps, associated infrastructure, and other miscellaneous structure adjustments and concrete work on an as-needed basis. The Work includes, but is not limited to, the following:

#### Sidewalk Work:

- Demolition, removal, disposal of the existing concrete slabs, removal of tree root obstructions, placement of backfill material, and placement of new concrete sidewalk flags.
- Leveling out of sub-grade, which shall be leveled in a manner that will provide a smooth transition between the new and existing concrete.
- All exposed areas will be properly secured with barricades, cones, mesh fencing, and/or construction tape. Plastic sheeting will be placed over newly poured/formed sections when rain is expected.
- Pour concrete to a width and depth to match existing sidewalk but no less than four (4) inches in depth and no less than 3,000 PSI strength. Driveways and other traffic bearing areas shall have a minimum depth of six (6) inches.
- Provide and place backfill around newly poured sidewalks.
- All work will be completed during daylight hours. No work will be performed on Saturdays, Sundays or holidays unless approved by the Town in advance.
- Provide traffic control necessary to safely perform the work under this contract.

#### Bench Concrete Pads:

- Construct new concrete pads for installation of parks furniture (i.e. benches, trash receptacles, etc.) in Town Parks.
- All bench concrete pads shall be rectangular in shape with dimensions of 11 feet by 5 feet and be installed adjacent to existing walkways.
- All trash receptacle concrete pads shall be rectangular in shape with dimensions of 3 feet by 3 feet and be installed adjacent to existing walkways at a distance of no more than 10 feet from benches.
- Pour concrete to a depth of six (6) inches with 6x6 W4.0/W4.0 welded wire mesh.
- The top of concrete pads shall be flush with surrounding grade. The slope of any concrete pad must be between 1% and 2%.
- Submit one (1) master certified/sealed drawing of constructed concrete pads.

All Work must be completed in accordance with the Florida Building Code and all other applicable state, federal, or local law.

### **D2 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 1000-foot radius area to minimize contractor mobilization time.

### **D3 CONTRACT TERM**

This Agreement will be effective upon execution by both parties and shall be for a period of three (3) years. The Town, at its sole discretion may exercise up to two (2) options to renew (OTRs) the Contract for additional two (2) year periods each.



### **D3.01 PRICE ADJUSTMENTS**

Costs for all Services provided for under this contract shall remain firm for the initial contract period. Each time the Town exercises an OTR, either the Town or the Contractor may exercise the right to a price adjustment for each line item under this Contract. Price adjustments shall be either five percent (5%) per renewal term or the latest yearly percentage change for Concrete products, Commodity code 133, in Table 9 of the latest Producer Price Index Detailed Report, whichever is less. Any exercise of price adjustment must be made within fourteen (14) calendar days from the date the Contractor receives notice of the exercised OTR.

### **D4 TIME FOR PERFORMANCE OF THE WORK**

The timeframe for completion will be stated in each Work Order. Timeframes stated in any Work Order are mentioned because of their importance to the Town. Therefore, time is of the essence with respect to work under each particular Work Order.

### **D5 PROGRESS PAYMENTS**

Contractor may make application for payment to the Project Manager for Work completed and accepted during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed. Payment Applications may be submitted in in hard copy form or electronically and the Contractor must only use the Town's Contractor Payment Application Form. Supporting evidence to be included with any application for payment includes any information required by the Project Manager. Each application for payment must be submitted in duplicate for approval.

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

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

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

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

### **D6 INVOICES**

Contractor will provide the Town with one invoice for progress payments in accordance with Article D4 above. Multiple invoices will not be accepted, and the Town will not make payment based on statements of accounts. At a minimum the invoice must contain the following information:

- Name and address of the Contractor

- Contract number
- Date of invoice
- Purchase Order number
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment.

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.

The Contractor will be compensated at the unit prices specified in the Bid Form of the Contract.

All payment(s) will be made in accordance with the State of Florida Local Government Prompt Payment Act.

#### **D7 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION**

All materials must be F.O.B. delivered. The Contractor is solely responsible for the purchase, delivery, and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is solely liable for receiving, inspecting, accepting, and for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FOOT, 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.

#### **D8 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 will respond in writing.

#### **D9 WARRANTY**

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

manufacturer's warranty term takes precedence. Contractor is required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Acceptance of the Project.

All warranties, expressed and/or implied, must be provided to the Town for material and equipment covered by the Contract Documents. 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 must 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 Acceptance 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 shall 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.

#### **D10 PROGRESS MEETINGS**

The Town will conduct a pre-construction conference prior to the commencement of the Work. Contractor must hold progress and coordination meetings as required by the Project Manager or Consultant, to provide for the timely completion of the Work.

#### **D11 CONSTRUCTION PHOTOGRAPHS**

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

#### **D12 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 shall be responsible for all site(s) security and any loss, damage or theft to its equipment and materials. The Project Manager at its sole discretion may make a staging site(s) available for use by the Contractor. Contractor must not utilize the Staging Site for worker's parking without the prior written approval of the Project Manager. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor is responsible for any loss, damage or theft to its equipment and materials. The Contractor is also responsible for restoring the site(s) to its pre-existing condition prior to the Contractor's use of the site(s).

#### **D13 HURRICANE PREPAREDNESS**

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

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

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

## **D14 PROJECT SITE FACILITIES**

The Contractor must arrange for all Project site facilities as may be necessary to perform the Work.

Contractor's, supplier's, materialmen's personnel must not use the Town office or public restrooms that may be available at project site(s) without the prior consent of the manager of the facility or the Project Manager where there is no manager of a facility. The Contractor must provide and maintain at its own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements including Chapter 46 of the Building Code and regulations of the State of Florida Department of Health and Rehabilitative Services or Dade County Health Department. The Contractor, his employees or his Subcontractors must commit no public nuisance or use any facilities that have not been specifically provided for use by the Contractor.

The Contractor must furnish an adequate supply of drinking water for its employees.

There must be adequate provisions made by the Contractor to ensure all disposable materials are properly disposed of and do not create a nuisance to the Town or the public. The location of the temporary facilities will be subject to the approval of the Project Manager.

Contractor is required to provide any necessary temporary utilities to the site, such as electric, water, and sanitary services to the site for new construction or additions to a facility. The Project Manager may authorize the use of existing utilities. Such decision will be made at the sole discretion of the Project Manager.

The Contractor is required to obtain all necessary permits required for any Project site facilities. Contractor shall also be responsible to maintain such facilities in a safe and working condition.

All such facilities remain the property of the Contractor and the Contractor is responsible for removal and disposal of such facilities prior to Final Acceptance.

## **D15 INSPECTION OF WORK**

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

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

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

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

## **D16 ACCEPTANCE AND FINAL PAYMENT**

After completion of any punch list work and after the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that

the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the Contract terms and conditions.

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

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

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

#### **D17 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.



## **D18 UTILITIES**

### **D18.01 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

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

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

### **D18.02 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE**

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

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

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

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

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

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

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

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

### **D18.03 ACCESS TO WATER AND UTILITIES**

The Contractor is responsible for providing all water and power that may be 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 and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of utilities and potable water sources required for the Work.

#### **D19 COORDINATION OF THE WORK**

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

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

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

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

#### **D20 CLEANING UP; TOWN'S RIGHT TO CLEAN UP**

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

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

#### **D21 METHOD OF PERFORMING THE WORK**

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

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

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

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

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

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

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

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

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

## **D22 SAFETY ISSUES**

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

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

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

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

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

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

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

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

## **D23 SUPERVISION OF THE WORK**

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

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

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

**CONTRACT EXECUTION FORM**

This Contract 2018-15 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Contractor."

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

Attest:

**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

Legal Sufficiency:

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

Date: \_\_\_\_\_

Signed, sealed and witnessed in the presence of:

As to the Contractor:

\_\_\_\_\_  
(Contractor's Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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



**EXHIBIT A – EXCERPT OF TABLE 9 FROM THE MARCH 2018 PRODUCER PRICE INDEX  
DETAILED REPORT**

**Table 9. Producer price indexes and percent changes for commodity and service groupings and individual items, not seasonally adjusted — Continued**  
 [1982=100 unless otherwise indicated]

Commodity	Commodity code	Other index base	Index			Percent change to Mar. 2018 from:	
			Nov. 2017 <sup>1</sup>	Feb. 2018 <sup>1</sup>	Mar. 2018 <sup>1</sup>	Mar. 2017	Feb. 2018
Window shades, blinds, and accessories.....	1269-01	06/84	193.1	195.3	195.4	3.6	0.1
Window shades and window shade accessories and rollers.....	1269-0101	06/84	215.2	218.1	218.1	3.4	0.0
Venetian blinds.....	1269-0102	06/84	175.5	—	—	—	—
<b>Nonmetallic mineral products.....</b>	<b>13</b>		<b>239.5</b>	<b>243.7</b>	<b>246.0</b>	<b>3.6</b>	<b>0.9</b>
Glass.....	131		144.5	144.8	147.4	3.6	1.8
Flat glass.....	1311		133.3	135.3	136.2	2.5	0.7
Flat glass (float, sheet, and plate process).....	1311-05		99.0	105.1	105.5	7.3	0.4
Flat glass (float, sheet, and plate process).....	1311-0511	06/83	95.4	101.3	101.7	7.4	0.4
Specialty glass.....	1311-07		164.7	165.2	166.5	1.3	0.8
Specialty glass.....	1311-0703	06/11	120.1	120.5	121.4	1.3	0.7
Other finished glassware.....	1313	06/83	163.8	158.4	166.5	6.7	5.1
Pressed and blown glassware.....	1313-01	06/83	166.4	160.9	169.1	6.7	5.1
Machine-made pressed & blown table, kitchen, art, & novelty glassware.....	1313-0116	12/11	121.2	121.5	124.8	5.4	2.7
All other machine-made pressed and blown glassware.....	1313-0117	12/11	107.2	108.2	108.4	1.2	0.2
Handmade pressed and blown glassware.....	1313-0118	12/11	112.8	112.8	104.7	-7.1	-7.2
Concrete ingredients and related products.....	132		289.4	294.9	296.6	3.8	0.6
Construction sand, gravel, and crushed stone.....	1321		323.7	330.7	333.1	3.9	0.7
Construction sand, gravel and crushed stone.....	1321-01		323.7	330.7	333.1	3.9	0.7
Construction sand and gravel (run of pit/bank, washed, screened, etc.).....	1321-0120	12/11	125.8	128.2	128.3	3.6	0.1
Construction sand and gravel, Northeast.....	1321-01201	12/12	124.7	125.6	125.7	0.9	0.1
Construction sand and gravel, Midwest.....	1321-01202	12/12	128.4	132.1	131.2	3.9	-0.7
Construction sand and gravel, South.....	1321-01203	12/12	116.5	—	117.0	0.9	—
Construction sand and gravel, West.....	1321-01204	12/12	122.4	125.4	126.0	6.0	0.5
Crushed and broken stone.....	1321-0121		313.9	321.1	324.5	4.1	1.1
Crushed and broken limestone.....	1321-01212	12/11	122.1	125.1	125.6	3.9	0.4
Crushed and broken granite.....	1321-01213	12/11	116.5	117.6	117.5	2.4	-0.1
Bituminous limestone, sandstone, & other crushed & broken stone.....	1321-01219	12/11	107.0	110.4	116.4	6.9	5.4
Cement, hydraulic.....	1322		246.3	249.6	249.8	3.3	0.1
Cement, hydraulic.....	1322-01		246.3	249.6	249.8	3.3	0.1
Cement, hydraulic.....	1322-0161	06/89	241.0	244.3	244.5	3.3	0.1
<b>Concrete products.....</b>	<b>133</b>		<b>255.8</b>	<b>258.9</b>	<b>264.2</b>	<b>4.9</b>	<b>2.0</b>
Concrete block and brick.....	1331		255.0	253.0	257.6	2.8	1.8
Structural concrete block.....	1331-11		258.8	259.7	261.3	1.9	0.6
Structural concrete block.....	1331-1135	12/87	211.2	211.9	213.2	1.9	0.6
Structural concrete block, lightweight units (weighing less than 105 lb/cubic ft.) (dry weight).....	1331-11351	12/11	114.5	114.0	114.1	0.5	0.1
Structural concrete block, mediumweight units (weighing 105 - 124 lb/cubic ft.) (dry weight).....	1331-11352	12/11	114.6	114.8	117.1	2.5	2.0
Structural concrete block, normalweight units (weighing 125 lb or more/cubic ft.) (dry weight).....	1331-11353	12/11	109.6	111.5	112.3	3.5	0.7
Decorative concrete block.....	1331-21		231.5	229.4	235.8	3.4	2.8
Decorative concrete block (including screen, split, slump, shadowal block, etc.).....	1331-2101		231.5	229.4	235.8	3.4	2.8
Concrete brick.....	1331-31		243.0	212.4	235.0	10.5	10.6
Concrete brick.....	1331-3101		243.0	212.4	235.0	10.5	10.6
Concrete pavers.....	1331-41		216.1	216.7	219.4	2.9	1.2
Concrete pavers (including grid, interlocking, etc.).....	1331-4101		216.1	216.7	219.4	2.9	1.2
Concrete pipe.....	1332		228.6	222.6	224.9	-1.1	1.0
Concrete pipe.....	1332-01		228.6	222.6	224.9	-1.1	1.0
Concrete pipe.....	1332-0108	12/86	199.7	194.4	196.4	-1.1	1.0
Concrete culvert pipe.....	1332-01081	12/11	112.0	—	—	—	—
Concrete storm sewer pipe.....	1332-01082	12/11	138.2	138.0	137.7	-0.2	-0.2
Concrete pipe, except concrete culvert and storm sewer pipe.....	1332-01083	12/11	110.9	111.1	114.3	5.0	2.9
Ready-mix concrete.....	1333		262.1	267.5	275.6	6.7	3.0
Ready-mix concrete.....	1333-01		262.1	267.5	275.6	6.7	3.0
Ready-mix concrete.....	1333-0101		262.1	267.5	275.6	6.7	3.0
Northeast region ready-mix concrete.....	1333-0101A	12/12	115.4	115.4	119.0	6.7	3.1
Midwest region ready-mix concrete.....	1333-0101B	12/12	118.0	118.7	127.8	7.3	7.7
South region ready-mix concrete.....	1333-0101C	12/12	123.5	126.1	128.3	5.0	1.7
West region ready-mix concrete.....	1333-0101D	12/12	117.3	122.6	123.5	9.7	0.7
Precast concrete products.....	1334		257.1	259.6	258.8	2.4	-0.3
Precast concrete products.....	1334-01		257.1	259.6	258.8	2.4	-0.3
Precast concrete products.....	1334-0106	12/86	226.9	229.1	228.3	2.4	-0.3
Precast concrete slabs and tile, roof and floor units.....	1334-01061	12/11	116.6	119.5	117.1	1.6	-2.0
Precast concrete architectural wall panels.....	1334-01062	12/11	119.3	120.7	121.0	5.2	0.2

See footnotes at end of table.

## **EXHIBIT B – SUBMITTAL**



### BID FORM

This Bid is submitted on behalf of R&G Engineering, Inc., (hereinafter "Bidder") located at  
(Name of Bidder)

10830 NW 23rd ST, Miami, FL. 33172, submitted on 5/18/18,  
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2018-15 for

#### Miscellaneous Concrete Work for Sidewalks, Curbs, Ramps, & Associated Infrastructure

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

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

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

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

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

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

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



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

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

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

### BID PRICE

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

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

Total Bid Amount: \$ 1,983,225.00

Total Bid Amount Written in Words:

One-million nine-hundred eighty-three thousand two-hundred twenty-five and Zero cents

Firm's Name: R&G Engineering, Inc.

SSN or Federal ID No.: 65-0851598 Telephone No.: 305-470-1905

E-Mail Address: rgarcia@randgeng.com Facsimile No.: 305-470-1906

Town/State/Zip: Miami, FL. 33172

Printed Name/Title: Ramon Garcia, President Signature: [Handwritten Signature]

**BID FORM NOTES:**

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

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
001	MOBILIZATION AND MOT	LS	SEE NOTE BID ITEM 001		
002	REPLACE CONCRETE SIDEWALK, 4" THICK	SY	\$ 43.00	12,000	\$ 516,000.00
003	REPLACE CONCRETE SIDEWALK, 6" THICK	SY	\$ 53.00	1,100	\$ 58,300.00
004	NEW CONCRETE SIDEWALK, 4" THICK	SY	\$ 43.00	22,500	\$ 967,500.00
005	NEW CONCRETE SIDEWALK, 6" THICK	SY	\$ 53.00	2,500	\$ 132,500.00
006	CONCRETE CURB & GUTTER, TYPE F	LF	\$ 26.00	500	\$ 13,000.00
007	CONCRETE CURB & GUTTER, TYPE E	LF	\$ 26.00	500	\$ 13,000.00
008	VALLEY GUTTER- CONCRETE	LF	\$ 28.00	850	\$ 23,800.00
009	ADJUST EXISTING UTILITY BOXES	EA	\$ 150.00	150	\$ 22,500.00
010	FURNISH AND INSTALL NEW UTILITY BOXES	EA	\$ 200.00	150	\$ 30,000.00
011	DETECTABLE WARNINGS	SF	\$ 32.00	750	\$ 24,000.00
012	ROOT BARRIER	LF	\$ 40.00	1,000	\$ 40,000.00
013	PAVER RESTORATION	SY	\$ 63.00	75	\$ 4,725.00
014	PERFORMANCE TURF, SOD	SY	\$ 85.00	500	\$ 42,500.00
015	ASPHALT REPAIR	SY	\$ 25.00	800	\$ 20,000.00
016	INLET PROTECTION SYSTEM	EA	\$ 20.00	50	\$ 1,000.00
017	CONCRETE PAD, BENCHES	EA	\$ 350.00	144	\$ 50,400.00
018	CONCRETE PAD, TRASH RECEPTACLES	EA	\$ 250.00	96	\$ 24,000.00
<b>TOTAL BID AMOUNT</b>					<b>\$ 1,983,225.00</b>

Firm's Name:

Authorized Signatory:

Print Name/Title:

Email Address:

R & G Engineering, Inc.Ramon GarciaRamon Garcia, Presidentrgarcia@randgeng.com





### Company Qualification Questionnaire

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

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

20 Years

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

Issuance Date

Pipeline & Paving Engineering - (E201801)

10/2/2001

General Contractor - CGC 1518082

2/15/2005

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

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

If other, please describe the type of company:

- a. FEIN/EIN Number:

65-0851598

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

Pipeline & Paving Engineering

- i. Date Licensed by DBPR:

10/2/2001

- ii. License Number:

E201801

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

1998

- i. Date filed:

October 7, 1998

- ii. Document Number:

P98000085880

- d. Primary Office Location:

10830 NW 23rd ST Miami, FL 33172

- e. What is your primary business?

R&G Engineering, Inc.

(This answer should be specific)



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

Ramon Garcia - E201801 - President

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

N/A

h. Name and Licenses of any prior companies

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

### 3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Ramon Garcia	President	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

Ramon Garcia	Kids Rainbow Learning Center II	50%
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- 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
Ramon Garcia	President	<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: 17

b. Total No. of Managerial/Admin. Employees: 4

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

Sitework: 2 Construction Manager, 2 Superintendent, 3 Operators, 3 Pipe layers, 4 Laborers, 3 Drivers

Admon: 1 Project Manager, 1 Assistant Project Manager, 1 Book keeper, 1 Office Assistant

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

6. Employer Modification Rating: 1.0

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

A&A Underwriters - 8778 SW 8th ST, Miami, FL. 33174



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

Adriana Clavijo - 305-220-7447 - aclavijo@aaunderwriters.com

c. Insurance Experience Modification Rating (EMR): 1.0  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: N/A

e. Bond Carrier name & address:

Matson Charlton Surety Group

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

Dinia Cavaliere - 305-662-3852 - dinia@mcsurety.com

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

N/A

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

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

14. Has your company been cited for any OSHA violations in the past five (5) years?

☐ Yes ☒ No

If yes, in a separate attachment provide a listing of all such violations including the circumstances and disposition of each violation.

15. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Ramon Garcia

b. How many years has the PM been with the Company: 20 Years

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

Pipeline and Paving Engineering, CSBE, DBE/MBE



- 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.

Attached

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

Name	Trade/Work	% of Work	License No.
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N/A

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

Demo, Furnish and Install New Sidewalks and Concrete Pads, 100%

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- g. Asphalt Plant: (provide the company name, address, contact name, phone no. & email address)

H&R Paving - 1955 NW 110 Ave. Miami, FL. 33172 -Abelardo Rodriguez - 305-261-3005 - abe@hrpaving.com

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16. Current and Prior Experience:

- a. Current/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

5/18/18

Date

Ramon Garcia

Printed Name

**LIST OF COMPLETED PROJECTS IN THE LAST FIVE YEARS**

Contract No. / Name	Owner Information	Scope	Value	Contract Duration	Status
RPQ-T1401 / Furnish & Install 36" D.I. FM of 107 Ave. & West Flagler.	Miami Dade Water & Sewer - Contact Information: Nelson Cespedes - 305-607-0799	Furnish & Install approximately 2,350 LF of 36 inch D.I.P. and fittings for a Sewer Force Main in NW 107 Ave. from West Flagler to NW 7th St.	\$1,679,249.87	04/16/11 - 12/15/11	Completed
S-820 / One Year Countywide Contract for Removal & Replacement of Gravity Sewer Main with county option to renew for additional 3 years on a yearly basis.	Miami Dade Water & Sewer - Contact Information: Miguel Pichardo - 786-258-2573	Removal and Replacement of approximately 19,600 LF of existing 6" through 24" diameter gravity sewer mains and laterals.	\$9,556,100.94	03/09/10 - 10/20/13 3 Years	Completed
S-810 / South District Waste Water Treatment Plant HLD Upgrade to 285 MGD Final Sitework.	Miami Dade Water & Sewer - Contact Information: Mario Garcia - 786-295-4103	Furnishing all material, labor and equipment necessary for final sitework construction, including but not limited to asphalt overlay, new asphalt pavement construction, concrete paving, valve box and manhole modification.	\$3,651,280.00	03/18/13 - 04/17/14 395 Days	Completed
RPQ-T1778 / One Year Countywide Contract for Adjusting Manhole Castings and Valve Boxes	Miami Dade Water & Sewer - Contact Information: Dafia Abrahante - 786-229-0597	Furnishing all labor, material and equipment to adjust water manholes, fire hydrant valve boxes, sanitary sewer manholes, water valve manholes, sewer force main valve boxes, install fire hydrant guard post, construct concrete slab for fire hydrants and all associated work.	\$470,000.00	09/04/13 - 09/04/14 One Year	Completed
No. 01526600 / Sitework for Air Base Elementary Phase II	Miami Dade County Public School / VPI - Contact Information: Eva Dotres - 786-290-5805	Clear and grub site including all deleterious material below existing grade located below portables and sidewalks, all excess fill to be removed from site, provide earth work including stripping of site, preparation for sodding, provide rough grading, site restoration around portables, provide new 10' wide sidewalk including all required connections to existing building, provide gravel material at mechanical area at rear of portables, excavation for all electrical trenches and cleaning	\$31,500.00	08/21/15	Completed
RPQ-T1845 / Installation of 12" D.I.P. WM and 8" D.I.P. Sanitary Sewer in NW 35 Ave. to NW 35 Ave. and NW 41st St to NW 52nd St	Miami Dade Water & Sewer - Contact Information: Alexis Valdes - 786-299-9008	Improvements of approximately 11,340 LF of water and sanitary sewer pipes along NW 35 Ave., NW 35th Ct, NW 35th Ave., NW 41st St, NW 46th St to NW 52nd St.	\$3,249,382.63	09/17/14 - 09/09/15 300 Days	Completed
RPQ-P0144 / Annual Cleaning, Video Recording and Smoke Testing of Selected Portions of the MDWASD Sanitary Sewer System within MDC	Miami Dade Water & Sewer - Contact Information: Frank Torrealba - 305-763-9829	Furnishing all labor, material and equipment for the cleaning, video recording, and smoke testing of approximately 596,919 LF of Sanitary Sewer Gravity Collection Lines of Varying diameters, the cleaning and inspection of 2,846 manholes and the cleaning and inspection of 32 pump station wet wells.	\$1,051,114.07	09/25/14 - 10/23/15 One Year	Completed
No. 01515800 / Sitework for Mast North of FIU.	Miami Dade County Public School / VPI - Contact Information: Eva Dotres - 786-290-5805	Provide all required layouts and MOT prior to mobilizing on site, locate underground utilities that are to be used for the Project, Removal of 24" of existing material below existing grade area located below portables, provide earth work including stripping of site, furnish & install new drainage system.	\$89,000.00	11/20/15	Completed
RPQ-T2032 / Furnish and Install 8" Force Main from PS-604 to SW 109th Ave.	Miami Dade Water & Sewer - Contact Information: Alexis Valdes - 786-299-9008	Pipe Installation and Site Restoration	\$95,937.50	12/15/16	Completed
IFB 2014.01.30 / Pump Station City 2 Upgrades	City of Coral Gables, PW Department - Contact Information: Noel Polo - 305-460-5022	Construction and installation of submersible pump station and installation of valves and appurtenances: tie-ins to existing sewer systems, by-pass pumping.	\$1,878,426.00	11/24/14 - 12/31/15 210 Days	Completed
RPQ-T1594 / Upgrades of Pump Station No. 334.	Miami Dade Water & Sewer - Contact Information: Kevin Keane - 786-236-3503	Pipe Installation and Site Restoration	\$60,000.00	01/15/16	Completed
No. 0142290 / Sitework for Blue Lakes Elementary	Miami Dade County Public School / VPI - Contact Information: Eva Dotres - 786-290-5805	Site Demolition (sidewalks, curb and gutter, and pavement); site clearing, field lay-out, earth work, new sidewalk, new type D gutter, new drainage system, exfiltration trenches and piping, 15" solid piping, storm water retention area, erosion control, repaving asphalt, pavement markings for Parking Lot	\$176,810.00	01/31/16	Completed
RPQ-T2085 / Furnish & Install 6" D.I. Force Main in SW 115 Ave.	Miami Dade Water & Sewer - Contact Information: Nelson Cespedes - 305-607-0799	Pipe Installation & Site Restoration	\$124,167.00	05/15/16	Completed
SEW-16-RGE / Bight 2016 BUIZ Units & French Drain System	Habitat for Humanity of Greater Miami, Inc. - Contact Information: Luis Hazon - 305-608-5384	Furnish & install catch basins, 18" HDPE Solid Pipe and Perforated Pipe, Sawcut and demolition of existing asphalt and Restoration, Furnish & install all fittings and accessories for sewer laterals, sawcut sidewalks and pavement for installation of system and restoration.	\$83,781.00	06/30/16	Completed
RPQ-T2049 / One Year Countywide for Removal and Replacement of Sanitary Sewer Gravity Mains	Miami Dade Water & Sewer - Contact Information: Warren Howard - 305-718-4843	Pipe Installation, Site Restoration and Post TV Inspections of Sewer Lines.	\$454,347.50	09/14/16	Completed

RPQ-T2101 / One Year Countywide Contract for Evaluation of Sewer Basins by CCTV Inspection of Gravity Sewer Mains and Inspection Manholes, Including Cleaning for I/I Reduction within MDC.	Miami Dade Water & Sewer - Contact Information: Kevin Keane - 786-236-3503	CCTV Inspection, pipe and Manhole Cleaning.	\$295,520.00	03/15/17	Completed
Seven Sewer Laterals Connection, Various Locations	Habitat for Humanity of Greater Miami, Inc. - Contact Information: Lu's Hozan - 305-608-5384	Furnish & Install all fittings and accessories for sewer laterals, sawcut sidewalks and pavement for installation of system and restoration.	\$81,063.53	06/15/17	Completed
RPQ-T2118 / Upgrade of Sewage pump Station No.67 at 3251 Kirk St	Miami Dade Water & Sewer - Contact Information: Frank Torrealba - 305-763-9829	Piping Work and Paving Restoration	\$57,100.00	07/31/17	Completed
Gateway Portables Phase II	Miami Dade County Public School / VPI - Contact Information: Eva Dolres - 786-290-5805	Furnishing all labor, material, equipment, expendable, layouts and tools to complete all work required for Silework.	\$32,367.00	09/30/17	Completed
Coconut Grove Elementary School	Miami Dade County Public School / VPI - Contact Information: Eva Dolres - 786-290-5805	Furnishing all labor, material, equipment, expendable, layouts and tools to complete all work required for Silework.	\$83,860.00	10/15/17	Completed
Engine Overhaul Services Silework	Engine Overhaul Services - Contact Information: Jose Bergouignan - 786-556-9505	Furnish & Install 8" DIP Sewer Main, 6" DIP Lateral, New Manhole, fittings and accessories, Temporary Restoration, density Test, New Sidewalk, Furnish & Install catch basins, 15" HDPE solid pipe, 15" HDPE perforated pipe, 1" Asphalt pavement, 6" base limestone and 12" Stabilized subgrade and Striping.	\$167,824.00	10/31/17	Completed
Dianthus Warehouse Silework	ANC Builders, Inc. - Contact Information: Joe Casanova - 305-796-7180	Removal of existing 6" VCP Lateral, furnish & install 6" PVC C-900 lateral, new cleanout saw cut and demolition of existing asphalt, restoration of the asphalt within the sewer trench. Furnish & Install 12" DIP Water Main, 4" DIP Water Main, 2" backflow preventer assembly, Install fire hydrant, 2" water meter, furnish & install catch basins structures, 15" HDPE perforated pipe and solid pipe, 1" Asphalt Pavement, 8" concrete sidewalk and striping.	\$118,400.00	11/01/17	Completed
RPQ-T2206 / Abandon 6" & 8" ACP Force Main and Install 8" & 12" DI FM from PS-364 to NW 99th St.	Miami Dade Water & Sewer - Contact Information: Marcelino Torres - 305-746-1088	Pipe Installation and Trench Restoration	\$66,100.00	09/12/16 - 02/15/18	Completed
Amelia Earhart Elementary School - Renovations	Miami Dade County Public School / VPI - Contact Information: Eva Dolres - 786-290-5805	Furnishing all labor, material, equipment, expendable, layouts and tools to complete all work required for Silework.	\$190,500.00	N/A	Completed

**LIST OF CONSTRUCTION PROJECTS IN PROGRESS**

Contract No. / Name	Owner Information	Scope	Value	Contract Duration	Status
RPQ-P0197 / South District FOG Removal Facility / Subcontractor	MDWASD / Lunocon Construction Group, Inc.	Civil & Piping Work	\$358,160.00	08/23/18	In Progress
ITB 16-17-026 SW 71st Avenue from SW 8th Street to SW 4th Street Roadway Improvements / Project No. B-50405 As: Prime Contractor	City of Miami 3500 Pan American Drive, Miami, FL 33133 Contact Information: Anthony Hansen Senior Procurement Contracting Office Tel: (305) 416-1895 Email: amhansen@miamifgov.com	The project consists of furnishing all materials, labor, and equipment necessary for roadway improvements including, but not limited to, installation of a 12" ductile iron water main and other drainage system installations, milling and resurfing road reworking, replacement of damaged sidewalks, repair of driveway approaches, replacement of damaged curbs and gutters, striping, signs and installation of Americans with Disabilities Act (ADA) compliant ramps.	\$644,774.01	NTP - 02/21/18 120 Days	In Progress
Ethel Koger Elementary School located at 4702 SW 143rd Court, Miami, FL 33175 As: Subcontractor	M-DCPS - Owner / VPI - Prime Contractor Contact Information: Yordanka Perez 4444 SW 71st Ave., Suite 101 B, Miami, FL 33155 Tel: (305) 669-8575	Silework: Site Demolition (asphalt, playground, existing 4" WM, concrete sidewalk, existing SD, existing 6" Curb, existing Catch Basin to be relocated, existing chain link fence); Sewer lateral Connection; Parking Lot and Pavement; new concrete sidewalk; Basketball Court; storm drainage system; Water Main; and Site Restoration.	\$595,972.00	03/15/18 -	In Progress
Biotech @ Richmond Heights 9-12 Phase - II As: Subcontractor	M-DCPS - Owner / VPI - Prime Contractor Contact Information: Yordanka Perez 4444 SW 71st Ave., Suite 101 B, Miami, FL 33155 Tel: (305) 669-8575	Silework: Layouts and Surveys, Erosion Control, Demolition, Clear and Grub Site, Earthwork, Concrete Housekeeping Pads, Concrete Walkway, Finish Grading, Site Restoration and Remove and Re-install fire lane signage upon installation of portables.	\$41,150.00	03/22/18 -	In Progress
ITB No. 2017-09 / NE 172nd Street Storm Water Pump Station Rehabilitation As: Prime Contractor	City of North Miami Beach 17011 N.E 19th Avenue, North Miami Beach, FL 33162 Contact Information: Judeen Johnson, Project Manager Office Phone: (305) 948-2925; Email Address: Judeen.johnson@citynmb.com	Furnishing all equipment, materials, supplies, and manufactured articles for the Rehabilitation of Pump Station including, but not limited to the removal and replacement of the existing control panels, improvements to the stormwater control structures, wet well and valve vault improvements, pump and generator refurbishment and certification, pump station startup and testing, landscaping, fencing and site restoration.	\$461,875.00	01/18/18 - 10/15/18 270 Calendar Days	On Coming



**CTQB**  
Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

**E201801**

**R & G ENGINEERING INC**

D.B.A.:

*11/4/10*  
**GARCIA RAMON**

Is certified under the provisions of Chapter 10 of Miami-Dade County

**VALID FOR CONTRACTING UNTIL 09/30/2019**

**QUALIFYING TRADE(S)**

0003

PIPE LINE ENG

0007

PAVING ENGINEERING

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



[www.miamidade.gov/economy](http://www.miamidade.gov/economy)



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

(850) 487-1395

FUNDORA, CARLOS  
R&G ENGINEERING INC.  
18735 SW 124TH AVE  
MIAMI FL 33177-0321

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridallicense.com](http://www.myfloridallicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CGC1518082 ISSUED: 10/23/2016

CERTIFIED GENERAL CONTRACTOR  
FUNDORA, CARLOS  
R&G ENGINEERING INC

IS CERTIFIED under the provisions of Ch.489 FS.  
Expiration date : AUG 31, 2018 L1610230001423

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC1518082

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

FUNDORA, CARLOS  
R&G ENGINEERING INC  
18735 SW 124TH AVE  
MIAMI FL 33177-0321



ISSUED: 10/23/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1610230001423



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: R&G Engineering, Inc.

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

Name of Contract: S-820 / One Year Countywide Contract for Removal & Replacement of Sanitary Sewer Gravity Mains.

Name of Contract Owner: Miami Dade Water & Sewer

Scope of work: Furnish labor, material & equipment to Removal & Replace of Sanitary Sewer Mains.

Initial Value of Contract: \$ 9,750,000.00 Is the Contract still active? ☒ Yes ☐ No

Final Value of Contract: \$ 9,556,100.94

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☐ Above expectations ☒ Average ☐ Below expectations

Responsiveness of Contractor: ☐ Above expectations ☒ Average ☐ Below expectations

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

Number of Change Orders: N/A Were any Contractor driven? ☒ Yes ☐ No

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: Miguel Pichardo

Date: 5/17/18

Title: Construction Manager III

Telephone: 786-258-2573

Signature: 

E-mail: mpich@miamidade.gov





### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: R&G Engineering, Inc.

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

Name of Contract: S-810 / South District Waste Water Treatment Plant Final Sitework.

Name of Contract Owner: Miami Dade Water & Sewer

Scope of work: Furnish all labor, material and equipment for Final Sitework.

Initial Value of Contract: \$ 3,651,280.00 Is the Contract still active? ☒ Yes ☐ No

Final Value of Contract: \$ 3,141,575.33

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☐ Above expectations ☒ Average ☐ Below expectations

Responsiveness of Contractor: ☐ Above expectations ☒ Average ☐ Below expectations

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

Number of Change Orders: N/A Were any Contractor driven? ☒ Yes ☐ No

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

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

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Name: Mario Garcia

Date: 5/17/18

Title: Construction Manager

Telephone: 786-295-4103

Signature: 

E-mail: garcm@miamidade.gov



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: R&G Engineering, Inc.

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

Name of Contract: RPQ-T1845 / Installation of 12" D.I.P Water Main & 8" Sanitary Sewer.

Name of Contract Owner: Miami Dade Water & Sewer

Scope of work: Improvements of Approx. 11,340 LF of Water Main & Sanitary Pipes.

Initial Value of Contract: \$ 3,249,382.63 Is the Contract still active? ☒ Yes ☐ No

Final Value of Contract: \$ 2,987,304.16

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☐ Above expectations ☒ Average ☐ Below expectations

Responsiveness of Contractor: ☐ Above expectations ☒ Average ☐ Below expectations

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

Number of Change Orders: N/A Were any Contractor driven? ☒ Yes ☐ No

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

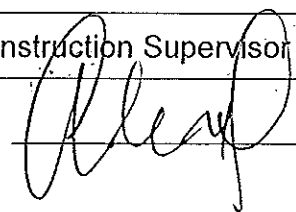
If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Name: Alexis Valdes

Date: 5/17/18

Title: Construction Supervisor

Telephone: 786-299-9008

Signature: 

E-mail: ajvald@miamidade.gov



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: R&G Engineering, Inc.

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

Name of Contract: EOS Warehouse / Sewer Lateral & Drainage System.

Name of Contract Owner: Engine Overhaul Services

Scope of work: Furnish & Install 8" D.I.P Sewer Main, 6" D.I.P lateral, new manhole and catch basins.

Initial Value of Contract: \$ 167,824.00 Is the Contract still active? ☒ Yes ☐ No

Final Value of Contract: \$ 167,824.00

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☐ Above expectations ☒ Average ☐ Below expectations

Responsiveness of Contractor: ☐ Above expectations ☒ Average ☐ Below expectations

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

Number of Change Orders: N/A Were any Contractor driven? ☒ Yes ☐ No

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

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

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Name: Jose Bergouignan Date: 5/17/18

Title: Owner/President Telephone: 305-888-4596

Signature:  E-mail: berg@pt6engine.com



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB No. 2018-15 Name of Bidder: R&G Engineering, Inc.

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

Name of Contract: Dianthus Warehouse Sitework.

Name of Contract Owner: Dianthus Miami, Inc.

Scope of work: Demo and Furnish & Install 12" D.I.P Water Main, Catch Basins Structures, Asphalt Paving, Concrete and Sidewalk.

Initial Value of Contract: \$ 118,400.00 Is the Contract still active? ☒ Yes ☐ No

Final Value of Contract: \$ 118,400.00

Was work performed timely? ☒ Yes ☐ No

Was work completed on budget? ☒ Yes ☐ No

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

Quality of the work performed: ☐ Above expectations ☒ Average ☐ Below expectations

Responsiveness of Contractor: ☐ Above expectations ☒ Average ☐ Below expectations

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

Number of Change Orders: N/A Were any Contractor driven? ☒ Yes ☐ No

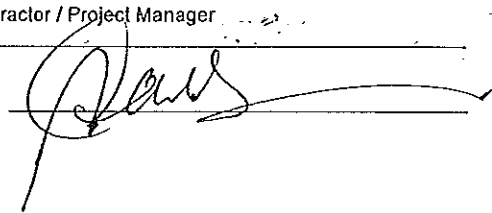
Would you enter into a contract with the Contractor again in the future? ☒ Yes ☐ No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: Joe Casanova Date: 5/17/18

Title: Contractor / Project Manager Telephone: 305-796-7180

Signature:  E-mail: jcasanov@bellsouth.net



**ADDENDUM ACKNOWLEDGEMENT FORM**

**Solicitation No.:** 2018-15

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


Addendum No. <u>1</u>	Dated <u>5/2/18</u>
Addendum No. <u>2</u>	Dated <u>5/14/18</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: R&G Engineering, Inc.

Authorized Representative's Name: Ramon Garcia

Title: President

Authorized Signature: 

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of  
R&G Engineering, Inc. \_\_\_\_\_, a corporation organized and existing under the laws of the  
State of Florida, held on the 7 day of October, 1998, a resolution was duly passed and  
adopted authorizing (Name) Ramon Garcia as (Title) President of the  
corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested  
by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify  
that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of May, 2018.

Secretary: \_\_\_\_\_

Print: Ramon Garcia

**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: \_\_\_\_\_

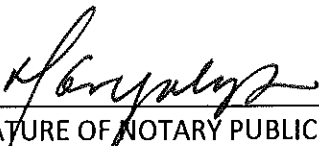
NOTARIZATION

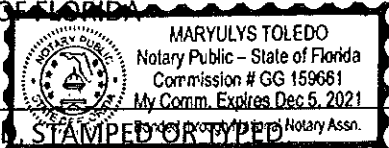
STATE OF Florida )

) SS:

COUNTY OF Miami Dade )

The foregoing instrument was acknowledged before me this 18 day of May, 2018, by Ramon Garcia, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (☒ did / ☐ did not) take an oath.

  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

  
\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

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

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

by Ramon Garcia

[print individual's name and title]

for R&G Engineering, Inc.

[print name of entity submitting sworn statement]

whose business address is

10830 NW 23rd ST

Miami, FL. 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0851598

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

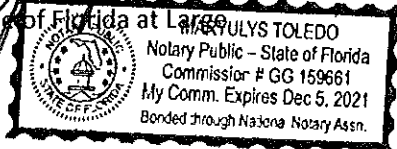
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

WITNESS, my hand and official seal this 18 day of May, 2018.

My Commission Expires: Dec. 5, 2021

Notary Public State of Florida at LARGO



State of Florida }  
County of Miami Dade } SS:

a) He/she is the Owner/President, (Owner, Partner, Officer, Representative or Agent) of R&G Engineering, Inc., the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Witness *[Signature]*  
Witness *[Signature]*

{Title}

WITNESS, my hand and official seal this 18 day of May, 2018


*[Signature]*  
Notary Public State of Florida

MARYLYS TOLEDO  
Notary Public - State of Florida  
Commission # GG 150661  
My Comm. Expires Dec 5, 2021  
Bonded through National Notary Assn.

ANTI-KICKBACK AFFIDAVIT

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

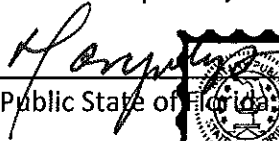

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and employees or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of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

By:   
Title: President

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

WITNESS, my hand and official seal this 18 day of May, 2018.

My Commission Expires: Dec. 5, 2021

  
Notary Public State of Florida  
 MARYULYS TOLEDO  
Notary Public - State of Florida  
Commission # GG 159661  
My Comm. Expires Dec 5, 2021  
Bonded through National Notary Assn.



State of Florida }  
County of Miami Dade } SS:

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

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

Signed, sealed and delivered in the presence of:

**Witness**

Witness

By:

Ramon Garcia

(Printed Name)

President

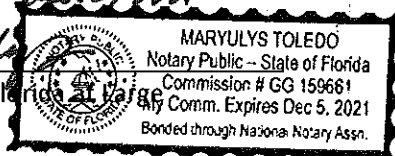
{Title}

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

WITNESS, my hand and official seal this 18 day of May, 2018

### My Commission Expires:

Notary Public State of Florida at Large



Form COI

## 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.

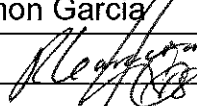
If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must 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: R&G Engineering, Inc.

Authorized representative (print): Ramon Garcia

Authorized representative (signature): 

Date: 5/18/18



## PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: R&G Engineering, Inc.

Solicitation No.: 2018-15

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

Proposer shall disclose to the Town:

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

N/A

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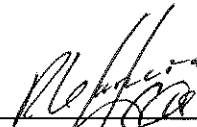
- b) Any family relationships with any employee or elected representative of the Town.

N/A

Last name	First name	Relationship
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Last name	First name	Relationship
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Last name	First name	Relationship
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Authorized Signature

5/18/18

Date:

Ramon Garcia

Print Name

President

Title: