

RESOLUTION No. 15-34

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, ACCEPTING THE LOWEST BID AND APPROVING A CONTRACT BETWEEN THE CITY AND ACOSTA TRACTORS, INC.; IN AN AMOUNT NOT TO EXCEED \$1,352,724.11 FOR THE NEW ROADWAY CONSTRUCTION ON NW 97 AVENUE BETWEEN NW 70 STREET AND NW 74 STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to Invitation to Bid #2014-46 for “NW 97 Avenue Roadway Construction from NW 70 Street to NW 74 Street” (the “Project”), the City of Doral received seven (7) bids by the January 20, 2015 deadline with all seven (7) companies meeting the required criteria; and

WHEREAS, upon review of bids received, Staff determined that Acosta Tractors, Inc. was the lowest most responsive and responsible bidder (the “Contractor”); and

WHEREAS, a copy of Contractor’s Bid Submittal, ITB #2014-46 Inventory, Bid Tabulation, and Contract Agreement are attached as Exhibit A; and

WHEREAS, the City Council finds that accepting the bid and entering into a contract for the Project with the Contractor is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The bid by Acosta Tractors, Inc. for construction of the Project in an amount not to exceed \$1,352,724.11. (which includes a 10% contingency amount for unforeseen conditions) a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute an agreement, subject to approval by the City Attorney as to form and legal sufficiency, with Acosta Tractors, Inc. in accordance with the terms of the corresponding bid and to expend budgeted funds on behalf of the City in furtherance hereof.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Ruiz who moved its adoption. The motion was seconded by Councilmember Fraga and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 11 day of February, 2015.




LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, INTERIM CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL.



WEISS, SEROTA, HELFMAN, COLE,
BIERMAN & POPOK, PL
CITY ATTORNEY

EXHIBIT “A”

immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 15th day of January, 2015, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(SEAL)

(Individual or Partnership Principal)

By:

Felix Acosta, President

11986 N.W. 97th Avenue

(Business Address)

Hialeah Gardens, FL 33018

(City/State/Zip)

305-556-0473

(Business Phone)

ATTEST:

Berkley Insurance Company

By:

Secretary XXX

(Corporate Surety)*

By: Charles J. Nielson Attorney-in-Fact

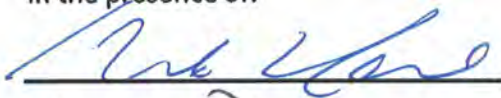
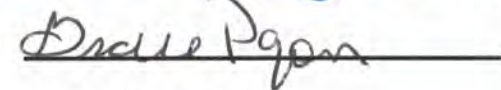
*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

In the presence of:

(Printed Name)

Berkley Insurance Company

By:



Charles J. Nielson

Attorney-in-Fact

(Title)

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this the 15th day of January, 2015, before me, the undersigned Notary

Public of the State of Florida, personally appeared

Charles J. Nielson and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF Florida

NOTARY PUBLIC:

SEAL OF OFFICE:



Kristi Messel

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____

Number of Pages: _____

Number of Signatures Notarized: 1

END OF SECTION

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Charles J. Nielson, Charles D. Nielson or Joseph P. Nielson of Nielson & Company, Inc. of Miami Lakes, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed *Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)*, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:


RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

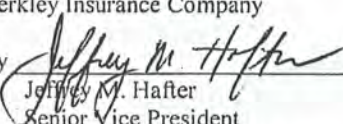
RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

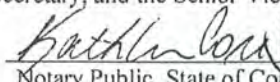

Attest:

By _____
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company
By 
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.


Notary Public, State of Connecticut


CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 15th day of January, 2015.

(Seal) _____
Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.



City of Doral
Invitation to Bid
NW 97th Avenue Roadway
Construction from NW 70th
St. to NW 74th St.

ITB #2014-46

AMENDED



City of Doral

Invitation to Bid

NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St.

ITB #2014-46

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Edward Rojas, City Manager, City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166 until **11:00 am on January 15th, 2015**. Bids shall be submitted in a sealed box/envelope clearly marked on the exterior "***NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St., ITB #2014-46***".

All bids shall be publicly opened and recorded on January 15th, 2015 at 11:00 am. Late submittals shall not be accepted or considered. **A mandatory pre-bid conference shall be held on January 6th, 2015 at 11:00 a.m. at City of Doral Government Center, Third Floor Training Room.**

Bidders are to deliver **One (1) original and three (3) copies** in separate 3 ring binders of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bid. In addition, bidders are to deliver two (2) CDs containing a complete PDF copy of all materials submitted in the bid. **No bid will be accepted without this requirement.**

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any proposal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Doral desires to retain the services of a qualified Contractor, as specified in the Miami-Dade County Requirements section of this document, to construct NW 97th Avenue between NW 70th Street and NW 74th Street to include a storm drainage system, sidewalks, curb and gutter, roadway lighting and other roadway improvements as shown on the plans. Through the Invitation to Bid (ITB) process described herein, qualified Contractors interested in assisting the City with the provision of such services must prepare and submit a bid packet in accordance with the procedure and schedule of this ITB. The City will review submittals only from those contractors that submit an ITB packet which includes all the information required to be included as described herein.

The City intends to award a contract for the construction of NW 97th Avenue from NW 70th Street to NW 74th Street to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be in the greatest benefit to the City.

It is the intent of the City to award a contract for a period of one hundred and fifty **(150) calendar days** for substantial completion of project.

A copy of the complete bid package may be obtained from the City of Doral website, www.cityofdoral.com, by clicking on the Procurement Division link under City Departments. Select the "RFP/Open Bids" link. It is important that you click on the "register and download" hyperlink to access the entire document. Please note that a brief registration process is required prior to download. Once registered you will receive an activation code that will grant you access to the documents.

All questions or comments should be directed to the following email: procurement@cityofdoral.com. Inquiries must reference "***NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St., ITB #2014-46***" in the subject line. No phone calls will be accepted in reference to this ITB. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written addendum.

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any bid. The City may reject any or all bids and re-advertise.

SCHEDULE OF EVENTS

Mandatory Pre-bid Conference:

11:00 am, January 6th, 2015
City of Doral, Government Center
8401 NW 53 Terrace,
Third Floor Training Room
Doral, FL 33166
For directions, please call 305-593-6725

Deadline for Written Questions:

12:00 pm (Noon), January 9th, 2015

Deadline for Submittal & Proposal Opening:

11:00 am, **January 20th, 2015**
City of Doral, Government Center
8401 NW 53 Terrace,
Third Floor Training Room
Doral, FL 33166
For directions, please call 305-593-6725

END OF SECTION

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SECTION 00410 – BID FORM

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SECTION 00432 – BID BOND

SECTION 00434 – LIST OF PROPOSED SUBCONTRACTORS

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SECTION 00454 – NON-COLLUSION AFFIDAVIT

SECTION 00456 – PUBLIC ENTITY CRIMES

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SOLICITATION RESPONSE FORM

GENEREAL INFORMATION WORKSHEET

BUSINESS ENTITY AFFIDAVIT (VENDOR/BIDDER DISCLOSURE)

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

PROPOSER'S CERTIFICATION

ITB SIGNATURE FOR SOLE PROPRIETOR OR PARTNERSHIP

ITB SIGNATURE PAGE FOR CORPORATION

MIAMI-DADE COUNTY REQUIREMENTS

SMALL BUSINESS DEVELOPMENT PROJECT WORKSHEET

PREVAILING MINIMUM WAGES

SECTION 00010 – ATTACHMENTS

EXHIBIT A

INSURANCE REQUIREMENTS

I. **Commercial General Liability**

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

II. **Business Automobile Liability**

A. Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. **Workers Compensation**

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. **Umbrella/Excess Liability (Excess Follow Form)**

A. Limits of Liability	
Each Occurrence	\$3,000,000
Policy Aggregate	\$3,000,000

City of Doral listed as an additional insured

V. **INSTALLATION FLOATER (If Applicable)** \$Bid Cost

Causes of Loss: All Risk/Special Form Coverage
Valuation: Replacement Cost
Deductible: 10,000 AOP, 5% Wind and Hail

VI. **Owner’s & Contractor’s Protective Liability**

A. Limits of Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
City of Doral listed as named insured	

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than “A-“ as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2015

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).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800		FAX (A/C, No): (305) 362-2443
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Liberty Mutual Fire Insurance Company			23035
INSURER B : North River Insurance Company			21105
INSURER C : Federal Insurance Company			20281
INSURER D :			
INSURER E :			
INSURER F :			

INSURED

Acosta Tractors Inc.
 11986 NW 97th Avenue
 Hialeah Gardens, FL 33018

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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:	<input checked="" type="checkbox"/>		TB2Z91457787024	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			AS2Z91457787014	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5811033627	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Equipment Floater			06691531EUC	10/01/2014	10/01/2015	Leased/Rented Equip 350,000
C	Equipment Floater			06691531EUC	10/01/2014	10/01/2015	Scheduled Equip 2,729,500

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

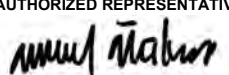
Project: NW 97th Avenue Roadway Construction from NW 70th Street to NW 74th Street
ITB #2014-46

City of Doral is named as additional insured with respect to general liability on a primary and non-contributory basis.

30 day notice of cancellation subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Doral 8401 NW 53rd Terrace Doral, FL 33166	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 

Policy Number TB2-Z91-457787-024
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. Reasonable Force
- Item 2. Non-Owned Watercraft Extension
- Item 3. Damage To Premises Rented To You - Expanded Coverage
- Item 4. Bodily Injury To Co-Employees
- Item 5. Health Care Professionals As Insureds
- Item 6. Knowledge Of Occurrence
- Item 7. Notice Of Occurrence
- Item 8. Unintentional Errors And Omissions
- Item 9. Bodily Injury Redefinition
- Item 10. Supplementary Payments – Increased Limits
- Item 11. Property In Your Care, Custody Or Control
- Item 12. Mobile Equipment Redefinition
- Item 13. Newly Formed Or Acquired Entities
- Item 14. Blanket Additional Insured Where Required By Written Contract
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 15. Blanket Additional Insured – Grantors Of Permits
- Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement
- Item 17. Other Insurance Amendment
- Item 18. Contractual Liability - Railroads

Item 1. Reasonable Force

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You - Expanded Coverage

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

Item 4. Bodily Injury To Co-Employees

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);

- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Health Care Professionals As Insureds

A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.

B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

- (1) Liability assumed under an "insured contract" or any other contract or agreement;
- (2) Liability arising out of the providing of professional health care services in violation of law;
- (3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;
- (4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V - Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

Item 7. Notice Of Occurrence

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

Item 8. Unintentional Errors And Omissions

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefinition

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments - Increased Limits

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 11. Property In Your Care, Custody Or Control

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

Item 12. Mobile Equipment Redefinition

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period,

whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 14. Blanket Additional Insured Where Required By Written Contract

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
 - (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 - (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations; or
 - (b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

- (1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;

- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 15. Blanket Additional Insured – Grantors Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Item 17. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Item 18. Contractual Liability – Railroads

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FLORIDA - NOTICE OF CANCELLATION
TO DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

This policy is subject to the following conditions.

SCHEDULE	
Name of Person(s) or Organization(s)	Mailing Address
City of Doral	8401 NW 53rd Terrace Doral, FL 33166
Client #4396	

This endorsement modifies insurance provided under Part Six – Conditions, D. Cancellation:

We may cancel this policy by mailing or delivering to the person(s) or organization(s) listed in the Schedule above, written notice of cancellation at least:

- a. 10 days before the effective date of cancellation or as required by statute, whichever is longer, if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation or as required by statute, whichever is longer, if the policy has been in effect for 90 days or less, if we cancel for any other reason; or
- 45 days if the policy has been in effect for more than 90 days, or as required by statute, whichever is longer, if we cancel for any other reason.

If notice is mailed, proof of mailing to the address shown in the Schedule above will be sufficient proof of notice.

EXHIBIT "B"
CHANGE ORDER

CHANGE ORDER NO. _____

TO: City of Doral

PROJECT: NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St.

CONTRACTOR: _____ **DATE:** _____

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on **Exhibit "B"** attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$ _____ under the Agreement will be [unchanged] [changed] by this Change Order, and (b) the schedule for performance of Work will be [unchanged] [changed] by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

THE CITY OF DORAL
a Florida municipal corporation

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SECTION 00200 - INSTRUCTIONS TO BIDDERS

IT IS THE RESPONSIBILITY OF THE BIDDER TO INSURE THAT THE BID REACHES THE OFFICE OF THE CITY MANAGER ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

1.1 Taxes: Bidder shall include all applicable taxes in the Bid.

1.2 Purpose of Bid: The City of Doral intends to secure a source of services/supply (s) at the lowest responsive and responsible price. The City reserves the right to award the Bid considered the best to serve the City's interests.

1.3 Questions: Any questions regarding this ITB should be directed in writing to the Procurement Division via email at: procurement@cityofdoral.com. All inquiries must have in the subject line the following: ***NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St., ITB #2014-46.***

Bidders requiring clarification or interpretation of the ITB must submit them via e-mail on or before 12:00 pm (Noon), January 9th, 2015. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers listed on the official BIDDER's list as having received the bidding documents. In addition, inquiries and responses may also be posted on the City of Doral website and Demandstar. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a BIDDER from submitting their Bid on the required date and time as publicly noted.

1.4 BIDDER warrants that the prices, terms, and conditions quoted in the Bid will be firm for a period of 120 days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the City.

1.5 Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida Statutes -"a person or affiliate who has 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 a public entity, 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 of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

2.1 Submission of Bids

2.1.1 BIDDER's shall use the Bid Form(s) furnished by the City. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid forms will invalidate the Bid. BIDDER shall deliver to the City, as Bid package:

1. This entire Bid document, with all sections executed.

2. A copy of all issued addenda.
3. One (1) Original and three (3) duplicates in three-ring binders, 2 CD Copies of the response and Bid Form completely executed and properly labeled.
4. Bid Security, (Bid Bond from Surety Company) attached to the front inside cover of the Bid document.
5. Certificates of Competencies.
6. Certificate of Insurance and or Letter of Insurability
7. Fair Wage Affidavit
8. Schedule of Intent Affidavit – Community Small Business Enterprise Program

The entire Bid Package shall be placed in a sealed opaque envelope, box, or container and clearly marked with the BIDDER's name and address.

2.1.2 Bids having an erasure or corrections must be initialed by the BIDDER in ink. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.

2.1.3 Guaranties: no guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to reasonably increase or decrease quantities as required. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.

2.2 Delivery: all items shall be delivered f.o.b. destination (i.e. at a specific City of Doral address), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted.

2.3 Mistake: if there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the extensions adjusted to coincide. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the BIDDER from their responsibility as noted herein.

3.1 Brand Names: if a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Bidder may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

3.2 Material: material(s) delivered to the City under this bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product (s) to the seller at the sellers' expense.

3.3 Pricing: prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.

3.4 Safety Standards: the BIDDER warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.

3.5 Payments: payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

4.1 Liability, Insurance, Licenses & Permits: where BIDDER's are required to enter onto City of Doral property to deliver materials or to perform work or services as a result of a Bid award, the BIDDER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the City occasioned by negligence of the BIDDER (or their agent) or any person the BIDDER has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County, or City of Doral Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licenser will be grounds for rejecting the Bid and forfeiture of the Bid Bond.

4.2 BIDDER shall furnish to the Finance Director, City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in Exhibit A - Insurance Requirements. At the time of Bid submission the BIDDER must submit certificates of insurance.

5.1 All insurance shall be issued by companies rated A-: Class V or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the finance support services director of the City of Doral of cancellation, lapse, or material modification of any insurance policies insuring the BIDDER, which relate to the activities of such vendor and the City of Doral. Such notification shall be in writing, and shall be submitted to the City Finance Director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.

5.2 Failure to fully and satisfactorily comply with the City's insurance and bonding requirements set forth herein will result in the Rejection of the Bid by the City. The BIDDER hereby holds the City of Doral and Miami-Dade County harmless and agrees to indemnify the City of Doral and Miami-Dade County and covenants not to sue the City of Doral or Miami-Dade County by virtue of such rejection.

5.3 Copy rights and/or Patent Rights: BIDDER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The bidder agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.

6.1 Warranty/Guaranty: successful BIDDER shall take all necessary steps and complete all forms for Warranty / Guarantee coverage under this Contract. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

6.2 Samples: samples of items, when required, must be furnished by the BIDDER free of charge to the City. Each individual sample must be labeled with the BIDDER's name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

6.3 Governmental Restrictions: in the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Doral reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

6.4 Assignment: the BIDDER shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the BIDDER changes hands subsequent to the award of this contract, BIDDER shall promptly notify CITY in writing of such change in ownership or control at least thirty (30) days prior to such change and CITY shall have the right to terminate the contract upon sixty (60) days written notice, at CITY's sole discretion.

6.5 Award of Bids: the City of Doral reserves the right to accept or reject any and / or all bids or parts of bids, to waive any informality, irregularities, or technicalities, to re-advertise for bids, or take any other actions that may be deemed to be in the best interests of the City. The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of Bid(s) shall be made by the City Council. In addition, each bidder agrees to waive any claim it has or may have against the CITY, the Successful Bidder, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

6.6 Discrepancies: in case of discrepancies, computed dimensions shall govern over scaled dimensions; supplemental specifications shall govern over standard specifications; and special specifications shall govern over drawings, supplemental and standard specifications.

7.1 Evaluation of Bids: the City, at its sole discretion, reserves the right to inspect any / all BIDDER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the BIDDER, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

7.2 Identical (tie bids): shall be awarded by the City in compliance with Florida State statutes providing for a drug free workplace, that is, in the event of an identical tie Bid, a preference shall be given to a business having a drug free workplace under Florida Statute Section 287.087, as amended. Failure to provide proof of compliance when requested shall be cause for rejection of the Bid as determined by the City.

7.3 Preference to Local Businesses: No local preference for this ITB.

7.4 Hold Harmless: all BIDDERS shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

7.5 Cancellation: failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

7.6 Disputes: if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the BIDDER and the CITY department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the CITY Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

8.1 Non-conformance to Contract: the City of Doral may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be repaired to the City's satisfaction within (5) calendar days by the contractor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

8.2 Default Provision: in case of default by the BIDDER or CONTRACTOR, the City of Doral may procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

8.3 Indemnification: the CONTRACTOR shall indemnify, save harmless, and defend the City of Doral, its' officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and/or from any procurement decision of the City including without limitation, awarding the Contract to the CONTRACTOR.

8.4 Secondary/Other Vendors: the City reserves the right in the event the primary bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the Contract.

8.5 Specifications: All construction and materials furnished by the successful BIDDER shall conform to the Standard and Specifications of the City of Doral, Miami-Dade County Public Works Department Standards and Specifications Parts 1, 2 & 3, The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, The Florida Department of Transportation Roadway and Traffic Design Standards, and the Florida Department of Transportation Standards and Specifications. BIDDER shall also perform all work in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

8.6 Cone of Silence Provisions: Notwithstanding any other provision of these specifications, the provisions of Miami-Dade County "Cone of Silence" ordinance, found in 2-11.1, Miami-Dade County Code, are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or contractor, and:

The City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each ITB, RFQ and bid after the advertisement of said ITB, RFQ, or bid.

The Cone of Silence shall terminate at the time the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- 1) oral communications at pre-bid conferences;
- 2) oral presentations before selection or evaluation committees;
- 3) public presentations made to the City Council during any duly noticed public meeting;
- 4) communication in writing at any time with any City employee, unless

specifically prohibited by the applicable ITB, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;

- 5) communications regarding a particular ITB, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or contractor and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such ITB, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- 6) communications with the City Attorney and his or her staff;
- 7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- 8) any emergency procurement of goods or services pursuant to City Code;
- 9) responses to the City's request for clarification or additional information;
- 10) contract negotiations during any duly noticed public meeting; and
- 11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, services provider, proposer, bidder, lobbyist, or contractor and an member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Contact the City Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any ITB award or RFQ award to said bidder or proposer voidable by the City Council and/or City Manager.

9.1 Bonding Requirements: The BIDDER, in submitting this Bid, must include a 5% Bid Bond for the amount of the base Bid. Such bond shall be from a **Surety Company** in the amount of 5% of the total amount of the base Bid. A company, cashier or personal check **shall not** be deemed a valid Bid Security.

9.1.1 Performance and Payment Bond: The City of Doral shall require the successful BIDDER to furnish a Performance Bond and Payment bond, each, in the amount of 100% of the total Bid Price, with the City of Doral and Miami-Dade County as joint Obligees, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.

9.1.2 Bid Guaranty: The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond, and Certificates of Insurance

within ten (10) calendar days of notification of the award by the City.

The BIDDER who has the Contract awarded to them and who fails to execute the Contract, furnish the Performance and Payment Bonds, and/or Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the BIDDER fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

9.1.3 Contract Time and Contract Time Extensions:

The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the general conditions.

It is the intent of the City to award a contract for a period of **one hundred and fifty (150) calendar days** for substantial completion.

If applicable, The time allowed for the completion of the work shall be stated in each work order.

END OF SECTION

SECTION 00300

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 *et seq*, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

<u>Method of Compliance</u>	Trench Box	<u>Cost</u>
-----------------------------	------------	-------------

Total: \$ 1,500.00

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base Bid. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the CITY and ENGINEER are not, responsible to review or assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Section 553.60 *et. seq.*, Fla. Stat. cited as the "Trench Safety Act". Bidder is, and the CITY and ENGINEER are not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".



Witness Signature

Odalys Dearmas

Printed Name

01/15/2015

Date



Bidder's Signature

Felix Acosta

Printed Name

President

Title

01/15/2015

Date

SECTION 00410 - BID FORM
ITB #2014-46

THIS BID IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Doral in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. 1 Dated: 01/09/2015

Addendum No. 2 Dated: 01/13/2015

Addendum No. Dated:

Addendum No. Dated:

(b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the

From: [Jorge Gomez \(PW\)](#)
To: [Michael Flores \(FN\)](#); [Jose Olivo \(PW\)](#)
Subject: RE: Acosta Tractor Question
Date: Friday, January 09, 2015 3:57:30 PM
Attachments: [image001.png](#)

Good afternoon Michael,

Please see response below:

The quantity of subsoil excavation includes the cost of removal and disposal of the existing unsuitable material, and also includes the removal and disposal of any suitable existing material that needs to be removed in order to reach the unsuitable material. Subsoil excavation also includes the cost of placing suitable material back up to the existing ground elevation. Embankment quantity is only from the existing ground elevation up to the bottom of the roadway template.

Regards,

Jorge A. Gomez, P.E.

Chief of Engineering

City of Doral

8401 NW 53rd Terrace, 2nd Floor

Doral, FL 33166

T 305.593.6740 Ext. 6017

F 305.593.6617

Jorge.Gomez@CityofDoral.com

www.CityofDoral.com

The City of Doral is on [Twitter](#) and [Facebook](#)!



From: Michael Flores (FN)
Sent: Friday, January 09, 2015 2:51 PM
To: Jose Olivo (PW); Jorge Gomez (PW)
Subject: Acosta Tractor Question

Question for ITB 2014-46.

From: Alex Quevedo [aquevedo@acostatractors.com]
Sent: Tuesday, January 13, 2015 3:25 PM
To: rarguello@acostatractors.com
Subject: FW: ITB#2014-46 NW 97th Ave Roadway Construction Addendum #2

Attachments: ITB 2014-46 NW 97 Avenue (74-70 St) AMENDED.PDF; Signed_Rev_1_NW97AV.PDF
[New plans](#)

Alex Quevedo
Project Manager

Acosta Tractors, Inc.

11986 N.W. 97th Avenue
 Hiialeah Gardens, FL 33018
 Tel: 305-556-0473
 Fax: 305-556-8268
 Email: aquevedo@acostatractors.com

PLEASE NOTE: The contents of this e-mail, including any attachments, may include privileged and/or confidential information and are intended solely for the use of the individual or entity to which they are addressed. If you are NOT the intended recipient or the person responsible for delivering this e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited without our prior written permission. If you are not the intended recipient, please notify us immediately by replying to this message and delete all copies from your system. Any views expressed in this message are solely those of the author and may not necessarily reflect those of the Corporation.

AFFIRMATIVE ACTION NOTICE: Vendors and Subcontractors are notified that they may be subject to the provisions of 29CFR Part 470, 41CFR Section 60-1.4(a), (b) & (c), 41CFR Section 60-250.4 and Section 60-741.5 with respect to affirmative action program and plan requirements.

 **Think GREEN before printing this email!**

From: Andrew Hernandez (FN) [mailto:Andrew.Hernandez@cityofdoral.com]
Sent: Tuesday, January 13, 2015 3:27 PM
To: 'Felix@VecCorp.net'; 'Aquevedo@acostatractors.com'; 'Valeri@EandMCorp.com'; 'Estimating@JVAEngineering.com'; 'Jquiroz@CaribeUtilities.com'; 'Delio@metroexpresscorp.com'; 'MarcoG@westwindcontracting.com'; 'Raul@Floridaengineering.net'; 'Focana@team-contracting.com'; 'Estimating@Williamspaving.com'; 'JuanB@southernui.com'; 'jon.hegler@Redlandcompany.com'
Cc: Michael Flores (FN); City Clerk; Jorge Gomez (PW); Jose Olivo (PW)
Subject: ITB#2014-46 NW 97th Ave Roadway Construction Addendum #2

Good Afternoon All,

Please disregard **Addendum #1**, and instead use the attached documents/instructions for **Addendum #2**.

The attachments contain:

- The Amended bid package, with the new dollar amounts.
- Plans & Drawings from the Public Works Department.

Also, please note: The subsoil excavation should **not** include the cost of placing suitable material back up to the existing ground elevation. The Embankment quantity was increased in order to replace the material removed as part of the subsoil excavation.

If you should have any additional questions or concerns, please feel free to contact me.

Best,

Andrew T. Hernandez
City of Doral

8401 NW 53rd Terrace
Doral, FL 33166
T: 3055936725 ext. 4014
andrew.hernandez@cityofdoral.com
www.cityofdoral.com



Please note that the State of Florida's Public Records Laws provide that most written communications to or from the City of Doral regarding government business are public records available to the public upon request. This e-mail communication may therefore be subject to public disclosure.

Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) BIDDER has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to BIDDER.
- (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the City.

4. BIDDER understands and agrees that this is a unit rate contract. The prices submitted on the bid form are to furnish and deliver all of the Work complete in place. The quantities provided on the form are for the purpose of Bid Evaluation and should be considered estimates only. Contractor's unit prices will not be adjusted to reflect any deviation from the provided quantities. As such the Contractor shall furnish all labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the stated units of work for the Bid Price of:

Item Number	Description	Unit	Qty.	Unit Price	Cost
101-1	MOBILIZATION	LS	1	37,227.27	37,227.27
102-1	MAINTENANCE OF TRAFFIC	LS	1	10,829.09	10,829.09
0102 3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	113	20.45	2,310.85
0102 14	TRAFFIC CONTROL OFFICER	MH	48	46.40	2,227.20
0102 60	WORK ZONE SIGN	ED	3075	0.32	984.00
0102 74 1	TEMPORARY BARRICADE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	5225	0.20	1,045.00

0102 74 2	BARRICADE, TEMPORARY, TYPE III, 6'	ED	3660	0.45	1,647.00
0102 76	ARROW BOARD / ADVANCE WARNING, ARROW PANEL	ED	75	7.95	596.25
0102 77	HIGH INTENSITY FLASHING LIGHTS (TEMP - TYPE B)	ED	610	0.45	274.50
0102 99	CHANGEABLE VARIABLE MESSAGE SIGN (TEMPORARY)	ED	28	20.45	572.60
0104 10 3	SEDIMENT BARRIER	LF	3039	2.61	7,931.79
0104 18	INLET PROTECTION SYSTEM	EA	11	56.36	619.96
0110 1 1	CLEARING & GRUBBING	AC	3,147	4,219.50	13,278.77
0120 1	REGULAR EXCAVATION	CY	864	2.02	1,745.28
0120 4	SUBSOIL EXCAVATION	CY	1849	6.43	11,889.07
0120 6	EMBANKMENT	CY	7377	10.57	77,974.89
0160 4	TYPE B STABILIZATION (CBR-30)	SY	11197	1.32	14,780.04
0121 70	FLOWABLE FILL	CY	12	284.09	3,409.08
0162 1 11	PREPARED SOIL LAYER, FINISH SOIL, 6"	SY	3582	3.25	11,641.50
0285 706	OPTIONAL BASE (BASE GROUP 6) (LIMEROCK BASE OPTION ONLY)	SY	11151	8.57	95,564.07
0327 70 1	MILLING EXISTING ASPHALT PAVEMENT (1" AVG. DEEP)	SY	266	17.5	4,655.00
0334 2 13 2	HOT MIX ASPHALT STRUCTURAL COURSE (TRAFFIC C) (SP-12.5) (2" THICK)	TN	1190.7	114.77	136,656.64
0337 8 32	HOT MIX ASPHALTIC FRICTION COURSE (TRAFFIC C) (FC-9.5) (1" THICK)	TN	583.7	170.45	99,491.67
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	4606	14.77	68,030.62

0520 2 4	CONCRETE CURB, TYPE D	LF	8	15.91	127.28
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	LF	120	48.05	5,766.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1768	34.05	60,200.40
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	157	43.93	6,897.01
0527 2	DETECTABLE WARNINGS	SF	29	17.64	511.56
0550 10 228	FENCING, TYPE B, 5.1-6.0, RESET EXISTING	LF	1418	15.91	22,560.38
0550 10 240	FENCING, TYPE B, 7.1-8.0', STANDARD	LF	30	34.09	1,022.70
0550 10 248	FENCING, TYPE B, 7.1-8.0, RESET EXISTING	LF	1102	13.64	15,031.28
0550 10 948	FENCING, SPECIAL (ALUMINUM PICKET), 7.1-8.0, RESET EXISTING	LF	89	68.18	6,068.02
0570 1 2	PERFORMANCE TURF, SOD	SY	3582	2.85	10,208.70
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	4	806.82	3,227.28
0710 11 111	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 6"	NM	0.654	2,386.36	1,560.68
0710 11 122	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 8"	LF	1526	0.57	869.82
0710 11 123	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 12"	LF	492	0.91	447.72
0710 11 124	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 18"	LF	459	1.36	624.24
0710 11 125	PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID, 24"	LF	89	1.82	161.98
0710 11 131	PAINTED PAVEMENT MARKINGS, STD., WHITE, SKIP, 6", 10-30 SKIP	GM	0.424	1,505.68	638.41
0710 11 151	PAINTED PAVEMENT MARKINGS, STD., WHITE, DOTTED, 6"	LF	104	0.45	46.80

0710 11 211	PAINTED PAVEMENT MARKINGS, STD., YELLOW, SOLID, 6"	NM	0.919	2,386.36	2,193.06
0710 11 224	PAINTED PAVEMENT MARKINGS, STD., YELLOW, SOLID, 18"	LF	346	1.36	470.56
0425 1 351	INLET S, CURB, TYPE P-5, <10	EA	2	3,560.65	7,121.30
0425 1 352	INLET S, CURB, TYPE P-5, >10	EA	1	3,855.51	3,855.51
0425 1 362	INLET S, CURB, TYPE P-6, >10	EA	2	4,126.03	8,252.06
0425 1 451	INLETS, CURB, TYPE J-5, <10'	EA	3	5,949.77	17,849.31
0425 1 452	INLETS, CURB, TYPE J-5, >10'	EA	1	6,358.36	6,358.36
0425 1 462	INLETS, CURB, TYPE J-6, >10'	EA	2	6,159.01	12,318.02
0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	LF	346	25.13	8,694.98
0430 175 136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"S/CD	LF	3	775.42	2,326.26
0443 70 6	FRENCH DRAIN, 36"	LF	1240	136.28	168,987.20
0523 1 3	PATTERNED PAVEMENT, VEHICULAR AREAS-GREEN BIKE LANE	SY	134	20.45	2,740.30
0700 1 11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	17	789.77	13,426.09
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	1	448.86	448.86
0700 1 60	SINGLE POST SIGN, REMOVE	AS	9	113.64	1,022.76
0706 6	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	312	3.41	1,063.92
0710 11 290	PAINTED PAVEMENT MARKINGS, STD., YELLOW, ISLAND NOSE	SF	104	0.74	76.96
0711 11 123	THERMOPLASTIC, STD., WHITE, SOLID, 12"	LF	492	1.48	728.16

0711 11 124	THERMOPLASTIC, STD., WHITE, SOLID, 18"	LF	459	2.27	1,041.93
0711 11 125	THERMOPLASTIC, STD., WHITE, SOLID, 24"	LF	89	3.41	303.49
0711 11 151	THERMOPLASTIC, STD., WHITE, DOTTED / GUIDELINE	LF	104	0.74	76.96
0711 11 160	THERMOPLASTIC, STD., WHITE, MESSAGE	EA	12	113.64	1,363.68
0711 11 170	THERMOPLASTIC, STD., WHITE, ARROW	EA	15	68.18	1,022.70
0711 11 224	THERMOPLASTIC, STD., YELLOW, SOLID, 18"	LF	346	2.27	785.42
0711 14 160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	8	369.32	2,954.56
0711 14 170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	EA	8	170.45	1,363.60
0711 16 111	THERMOPLASTIC, STD., OTHER SURFACES, WHITE, SOLID, 6"	NM	0.654	3,636.36	2,378.18
0711 16 112	THERMOPLASTIC, STD., OTHER SURFACES, WHITE, SOLID, 8"	NM	0.289	3,636.36	1,050.91
0711 16 131	THERMOPLASTIC, STD., OTHER SURFACES, WHITE, SKIP, 6" 10-30 SKIP	GM	0.424	1,931.82	819.09
0711 16 211	THERMOPLASTIC, STD., OTHER SURFACES, YELLOW, SOLID, 6"	NM	0.919	3,636.36	3,341.81
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1336	13.64	18,223.04
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	198	22.73	4,500.54
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	13	806.82	10,488.66
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, No.8-6	LF	6662	2.56	17,054.72
0715 4 112	LIGHT POLE COMPLETE, F&I, WIND SPEED 150, POLE - 45'	EA	10	5,181.82	51,818.20
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	1	8,522.73	8,522.73

0715 500 1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	EA	10	1,772.73	17,727.30
0110 15 2	ARBORIST WORK- TREE PRESERVATION AND RELOCATION	EA	136	629.60	85,625.60

TOTAL BASE BID 1,229,749.19

EVALUATION SHALL BE BASED ON TOTAL BASE BID

Work to be included for all items:

Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the City, necessary to complete the work per the specifications and as required shall be included in the above bid.

NOTES TO BIDDERS:

1. Contractor shall fill the entire bid form; no spaces are to be left blank.
2. The City reserves the right to utilize any combination of the base bid, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and the City's available project budget.
3. The City reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.
4. Contract Time will commence on the date the Agreement is executed and continue consecutively for a period of one hundred and fifty (150) calendar days. No extension of time will be given unless stated in writing.

BASE BID: One Million Two Hundred Twenty Nine Thousand Seven Hundred Forty Nine Dollars
(Written Total Base Bid Price) and Nineteen Cents

5. BIDDER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.
6. Communications concerning this Bid shall be addressed to:

BIDDER: Acosta Tractors, Inc.

Address: 11986 NW 97th Avenue Hialeah Gardens, FL 33018

Telephone: 305-556-0473

Facsimile Number: 305-556-8268

Attention: Felix Acosta

7. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS 20th DAY OF January, 2015

If BIDDER is:

AN INDIVIDUAL

By: _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No.: _____ Facsimile No.: _____

A CORPORATION

By: Acosta Tractors, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By: Felix Acosta
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)



Attest: Jemina A. Vigora

Felix Acosta
(President)

Business address: 11986 NW 97th Avenue

Hialeah Gardens, FL 33018

Phone No.: 305-556-0473

Facsimile No.: 305-556-8268

A JOINT VENTURE

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF Florida)

) SS:

COUNTY OF Miami-Dade)

I HEREBY CERTIFY that a meeting of the Board of DIRECTORS of the
Acosta Tractors, Inc.

a Corporation existing under the laws of the State of Florida,
held on January 20, 2015, the following resolution was duly passed and adopted:

“RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, January 20, 2015, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation”.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 20th day of January, 2015.

Secretary: _____

Janina Alvarez



CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of the

a Corporation existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as _____ of the Partnership, be and is
hereby authorized to execute the Bid dated, _____, 20____, to the City of
Doral and this Partnership and that their execution thereof, attested by the _____,
shall be the official act and deed of this Partnership”.

I further certify that said resolution is now in full force and effect.

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

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

a Corporation existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as _____ of the Joint Venture, be and is
hereby authorized to execute the Bid dated, _____, 20____, to the City of
Doral official act and deed of this Joint Venture”.

I further certify that said resolution is now in full force and effect.

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

Secretary: _____

(SEAL)

END OF SECTION

SECTION 00420 - AWARD PREFERENCE FOR IDENTICAL TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the City's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

BIDDERS SIGNATURE: _____



END OF SECTION

SECTION 00434 - LIST OF PROPOSED SUBCONTRACTORS

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION	SUBCONTRACTOR NAME, ADDRESS OF WORK AND LICENSE #
Concrete	Jack's Concrete Services, CSBE No. 14254 17361 SW 290th Street Homestead, FL 33030
Guardrail	Guaranteed Fence Corp., CSBE No. 11434 1091 East 26th Street Build B Hialeah, FL 33013
Striping	P & J Striping, Inc., CSBE No. 13473 9389 NW 109th Street Medley, FL 33178
Electrical	R & D Electric, Inc., CSBE No. 11757 7447 NW 48th Street Miami, FL 33166

If, prior to Notice of the Award, the City or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the BIDDER may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

END OF SECTION

SECTION 00450 - BIDDER QUALIFICATION STATEMENT

The BIDDER's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation and Contractor selection.

The following minimum experience is required for this project:

- Successful completion, verifiable with references, of at least three new roadway construction or roadway reconstruction projects which included stormwater drainage and street lighting improvements of at least one million dollars (\$1,000,000) each in construction costs performed in Miami-Dade County in the last three years.
- All these projects must have been performed for local government, County and/or state agency.

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List projects experience consistent with the requirements stated below (DO NOT RESPOND AS "SEE ATTACHED". YOU MUST FILL THE INFORMATION).

1. Project Name/Location	<u>NW 112th Ave. Project from NW 79th Ln. to NW 82nd St.</u>
Project Description	<u>Improvements on NW 112th Ave. from NW 79th Ln. to NW 82nd St., Clearing & Grubbing, Demucking, Embackment, Drainage, Curb & Gutter, Guardrail, Sidewalk, Roadway Base and Stabilized Subgrade, Paving, Roadway Signings and Pavement Markings</u>
Owner Name	<u>City of Doral</u>
Contact Person	<u>Rudy de la Torre</u>
Contact Telephone No.	<u>305-593-6725 ext 6002</u>
Yearly Budget/Cost	<u>\$403,987.59</u>
Dates of Contract	<u>October 2011 thru September 2012</u>

(Continued on following page)

2. Project Name/Location NW 107th Ave. Improvements from NW 66th St. to NW 74th St.

Project Description Roadway Widening including Drainage, Earthwork, Grading,
Concrete Work, Paving, Milling and Resurfacing,
and Pavement Markings

Owner Name City of Doral

Contact Person Eric Carpenter

Contact Telephone No. 305-593-6725

Yearly Budget/Cost \$1,619,903.27

Dates of Contract May 2008 thru January 2009

3. Project Name/Location Old Cutler Road Improvements from SW 97th Ave. to SW 87th Ave.

Project Description Roadway Improvements, Curb & Gutter, Earthwork, Drainage
Curb and Sidewalk, Landscaping, Electrical, Striping,
and Paving

Owner Name Town of Cutler Bay

Contact Person Ralph Casals

Contact Telephone No. 305-234-4262

Yearly Budget/Cost \$3,170,949.68

Dates of Contract December 2011 thru March 2014

END OF SECTION



**COMPLETED CONTRACTS
(Partial List of Past 5 years)**

ACOSTA TRACTORS' ROLE	PROJECT NAME, PROJECT LOCATION, OWNER'S/GENERAL CONTRACTOR'S NAME, OWNER/GENERAL CONTRACTOR'S ADDRESS	CONTACT NAME, TELEPHONE NUMBER & FAX NUMBER	DESCRIPTION OF WORK	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED
PRIME CONTRACTOR	Project: NW 154th Street Roadway & Drainage Improvements Location: NW 154th Street from NW 86th Avenue to NW 83rd Avenue Owner: Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014	Contact Name: Gregory Netto Telephone: 305-827-4024 Fax: 305-558-8511 E-mail: nettog@miamilakes-fl.gov	1, 2, 3 & 4	\$1,310,142.14	2014
PRIME CONTRACTOR	Project: Old Cutler Road Improvements Location: Old Cutler Road from SW 97th Avenue to SW 87th Avenue Cutler Bay, FL Owner: Town of Cutler Bay 10720 Caribbean Blvd Ste 105 Cutler Bay, FL 33189	Contact Name: Rajah Casals Telephone: 305-234-4262 Fax: 305-234-4251 E-mail: RCcasals@cutlerbay-fl.gov	1, 2, 3 & 4	\$6,341,899.36	2014
PRIME CONTRACTOR	Project: Reconstruction of East 7th Ave from 5th St to 9th St Location: East 7th Ave from E 5th St to E 9th St & E 6th St, E 6th Pl, E 7th St & E 8th St from E 6th Ave to E 8th Ave Owner: City of Hialeah (Streets Division) 5601 East 8th Avenue Hialeah, FL 33013	Contact Name: Jose Sanchez Telephone: 305-687-2696 Fax: 305-234-4251 E-mail: josanchez@hialeahfl.gov	1, 2, 3 & 4	\$1,629,629.68	2014
SUBCONTRACTOR	Project: MDC Health Department Parking Garage Location: 1350 NW 14th Street Miami Owner: State of Florida Department of Health: Biltmore Construction 1055 Ponce de Leon Blvd, Belleair, FL 33756	Contact Name: Craig Levine Telephone: 727-585-2084 Fax: 727-585-2088 E-mail: clevine@biltmoreconstruction.com	1, 2, 3, 4 & 5	\$322,311.04	2014
SUBCONTRACTOR	Project: Palmetto Station Traction Power Sub-Station Location: NW 77th Street & NW 79th Place Owner: Miami Dade County Contractor: ACJ Engineers & Contractors 10305 NW 41st Street Ste 115 Doral, FL 33178	Contact Name: Jose Oliveros Telephone: 305-218-2317 Fax: 305-593-1594 E-mail: Joliveros@apcte.com	1, 3, 4 & 5	\$241,291.44	2013
PRIME CONTRACTOR	Project: Hollywood Blvd I-4302 Location: Hollywood Blvd from US-441 to 44th Avenue Hollywood, FL Owner: Florida Department of Transportation/ Communit Asphalt	Contact Name: Andrea Luna Telephone: 305-829-0700 Fax: 305-829-8772 E-mail: aluna@cacorp.net	1, 2, 3, & 4	\$977,747.65	2013
PRIME CONTRACTOR	Project: 37th Year CDBG Location: Between Hallandale Beach Blvd. and SW 3rd St from SW 10th Ave to SW 7 Terr. & SW 10th Ave. from SW 7th St Owner: City of Hallandale Beach 630 NW 2nd Street Hallandale Beach, FL 33099	Contact Name: Beatriz Alvarez Telephone: 954-457-3040 Fax: 954-457-1624 E-mail: balvarez@hallandalebeachfl.gov	1, 2, 3 & 4	\$248,065.98	2013
SUBCONTRACTOR	Project: Beckman Coulter Campus Building I Location: 11860 SW 147th Avenue Miami, FL 33196 Owner: Sierra Construction 2635 W 81st Street Hialeah, FL 33016	Contact Name: Raul De la Sierra Telephone: 305-557-2444 Fax: 305-557-8735 E-mail: rausierra@sierracc.com	1, 2, & 5	\$226,452.08	2013
PRIME CONTRACTOR	Project: Finished Water Main Location: NW 102nd Avenue to NW 154th Street to NW 97th Avenue Hialeah, FL Owner: City of Hialeah 3700 W 4th Avenue Hialeah, FL 33012	Contact Name: Fernando Larios Telephone: 305-235-5098 Fax: 305-291-5894	1, 3, & 5	\$1,365,348.41	2012
PRIME CONTRACTOR	Project: Wall Maintenance Lines & Electrical Work Location: NW 154th Street between NW 102nd Avenue & NW 97th Ave. Hialeah, FL Owner: City of Hialeah 3700 W 4th Avenue Hialeah, FL 33012	Contact Name: Fernando Larios Telephone: 305-235-5098 Fax: 305-291-5894	1, 3, & 5	\$2,437,821.35	2012
PRIME CONTRACTOR	Project: 36TH Year CDBG Location: SW 1st St between SW 4th Ave & SW 6th Ave Hallandale, FL Owner: City of Hallandale Beach 410 SE 3 Street Hallandale Beach, FL 33009	Contact Name: Beatriz Alvarez Telephone: 954-457-3040 Fax: 954-457-1624 E-mail: balvarez@hallandalebeachfl.gov	1, 2, 3, & 4	\$446,851.78	2012
PRIME CONTRACTOR	Project: New 6-inch Force Main Location: Along NW 97th Avenue from NW 154th Street to NW 166th Street Owner: City of Hialeah 501 Palm Ave Hialeah, FL 33010	Contact Name: Armando Vidal Telephone: 305-556-3800 Fax: 305-827-0811 E-mail: avidal@hialeahfl.gov	1, 3, 4, & 6	\$210,300.66	2012
PRIME CONTRACTOR	Project: NW 112th Avenue Project Location: NW 112th Avenue from NW 79th Lane to NW 82nd Street, Doral, FL Owner: City of Doral 8300 NW 53rd Street #110 Doral, FL 33166	Contact Name: Rudy de la Torre Telephone: 305-593-6725 ext. 6002 Fax: 305-593-6617 E-mail: Rudy.DelaTorre@cityofdoral.com	1, 2, 3, & 4	\$403,987.59	2012
PRIME CONTRACTOR	Project: SW 66th Street Improvements Phase II Location: SW 66th Street from 61st Court to 59th Place, South Miami, FL Owner: City of South Miami 6130 Sunset Drive South Miami, FL 33143	Contact Name: Keith Ng, PE Telephone: 305-403-2076 Fax: 305-668-7208 E-mail: KNg@southmiami.gov	1, 2, 3, & 4	\$210,686.32	2012
PRIME CONTRACTOR	Project: Utopia Drive Force Main Project Location: Utopia Drive from Miramar Parkway to Panama St., Miramar, FL Owner: City of Miramar 2300 Civic Center Place Miramar, FL 33025	Contact Name: Whittingham Gordon Telephone: 954-602-3000 Fax: 954-602-4710 E-mail: wogordon@ci.miramar.fl.us	3, 4 & 6	\$337,076.02	2012
PRIME CONTRACTOR	Project: Roadway Improvements Along SW 62nd Avenue Location: SW 62nd Ave. from SW 24th St. to NW 7th St., Miami, FL Owner: Miami Dade County P.C. Works 111 NW 1st Street, #1510 Miami, FL 33128	Contact Name: Leo Salguero Telephone: 305-375-2930 Fax: 305-375-2931 mail: lsalguero@miamidade.gov	1, 2, 3 & 4	\$7,883,492.27	2012
PRIME CONTRACTOR	Project: Proposed 12' Watermain Extension Location: SW 122 Avenue & SW 51 Street Owner: Miami Dade County/APCT Engineers 10305 NW 41 Street Ste 115 Doral, FL 33178	Contact Name: Amelio Alfonso Telephone: 305-592-7283 Fax: 305-593-1694 mail: aalfonso@APCTE.com	3, 4, & 5	\$151,446.58	2011
PRIME CONTRACTOR	Project: Intersection Improvements along Kendall Drive & SW 87th Ave. Location: Kendall Drive & SW 87th Ave, Miami, FL Owner: Florida Department of Transportation 605 Sweeney St., MS 53, Tallahassee, FL 32399	Contact Name: Tony Sabbag Telephone: 305-256-6380 Fax: 305-256-4953 mail: anthony.sabbag@hrdflinc.com	1, 2, 3, & 4	\$537,352.60	2011
PRIME CONTRACTOR	Project: East 4th Avenue Utility Replacement Location: East 4th Avenue between Hialeah Drive & East 21st Street Owner: City of Hialeah Dept of Water & Sewers-Public Works 3700 West 4th Ave., Hialeah, Florida 33012	Contact Name: Armando Vidal Telephone: 305-556-3800 Fax: 305-827-0811 E-mail: avidal@hialeahfl.gov	3 & 5	\$601,756.66	2011
PRIME CONTRACTOR	Project: R.O. Water Treatment Plant Location: NW 170th Street & NW 102nd Avenue, Hialeah, FL Owner: City of Hialeah Dept of Water & Sewers-Public Works 3700 West 4th Ave., Hialeah, Florida 33012	Contact Name: Armando Vidal Telephone: 305-556-3800 Fax: 305-827-0811 E-mail: avidal@hialeahfl.gov	1 & 3	\$369,672.29	2011
SUBCONTRACTOR	Project: Gulliver Academy Roadway Improvements Location: 12595 Red Road, Coral Gables, FL 33156 General Contractor: OJA Construction Group SW 140th Street, Unit 101, Miami, FL 33186 14272	Contact Name: Leslie Lopez Telephone: 305-235-6995 Fax: 305-460-8387 E-mail: llopez@oladevelopmentgroup.com	1, 2, 3, & 4	\$132,694.87	2011
SUBCONTRACTOR	Project: Miami Dade County Health Dept. Center Facility Rem. Phase II Location: 1350 NW 14th Street General Contractor: Biltmore Construction 1055 Ponce DeLeon Blvd., Belleair, FL 33756	Contact Name: Craig Levine Telephone: 727-585-2084 Fax: 727-585-2088 E-mail: clevine@biltmoreconstruction.com	1, 2, 3, & 4	\$457,427.70	2011

SUBCONTRACTOR	Project: Tobacco Education Center Location: 780 SW 24th Street General Contractor: Biltmore Construction 1055 Ponce DeLeon Blvd., Belleair, FL 33756	Contact Name: Craig Levine Telephone: 727-585-2084 Fax: 727-585-2088 E-mail: clevine@biltmoreconstruction.com	1, 2, 3, & 4	\$56,958.56	2011
PRIME CONTRACTOR	Project: Alleyway Improvements Phase 8 Location: N.E. 158th, 160th, 161st, & 170th Street Alleyways Owner: City of North Miami Beach 17011 NE 19th Avenue, North Miami Beach, FL 33162	Contact Name: Jose Casio Telephone: 305-948-2967 Fax: N/A E-mail: Jose.Casio@citynmb.com	1, 2, 3 & 4	\$339,076.64	2011
PRIME CONTRACTOR	Project: Miami Lakeway North Resurfacing & Drainage Location: Miami Lakes, Florida Owner: Town of Miami Lakes 15700 NW 67th Avenue, Miami Lakes, FL 33014	Contact Name: Natalia Escobar Telephone: 305-394-6100 Fax: 305-558-7074 E-mail: nescobarn@miamilakes-fl.gov	1, 2, 3, & 4	\$597,596.62	2011
PRIME CONTRACTOR	Project: PTP Roadway Improvements Along SW 157th Avenue Location: S.W. 157th Avenue and S.W. 136th Street Owner: Miami Dade County Public Works 111 NW 1st Street, #1510 Miami, FL 33128	Contact Name: Silvia Perez Telephone: 305-375-2930 Fax: 305-375-2931 E-mail: silpe@miamidade.gov	1, 2, 3, 4, & 6	\$9,259,323.23	2010
PRIME CONTRACTOR	Project: Milander Parking Garage Water Loop Location: 4840 Palm Avenue, Hialeah, FL Owner: City Of Hialeah, Construction & Maintenance 900 East 56th Street, Hialeah, FL 33013	Contact Name: Oniel Toledo Telephone: 786-351-5213 Fax: N/A E-mail: Otleedo@hialeahfl.gov	3 & 5	\$93,612.74	2010
PRIME CONTRACTOR	Project: NW 138th St - Water Main, Gravity Sewer, Force Main & Pump Station Location: NW 138th St from W 84th Ave. to NW 57th Ave Owner: City Of Hialeah Dept. of Water & Sewer 3700 W 4th Ave, Hialeah, FL 33012	Contact Name: Cesar Castillo Telephone: 954-803-8985 Fax: N/A E-mail: Cesarcastillopabon@hotmail.com	1, 2, 3, & 4	\$1,754,662.84	2010
PRIME CONTRACTOR	Project: PTP S.W. 180th Street from 137 Ave to 147 Ave Location: S.W. 180th Street and S.W. 137th Avenue Owner: Miami Dade County Public Works 111 NW 1st Street, #1510 Miami, FL 33128	Contact Name: Silvia Perez Telephone: 305-375-2392 Fax: 305-375-2547 E-mail: silpe@miamidade.gov	1, 2, 3, & 4	\$1,103,660.49	2009
PRIME CONTRACTOR	Project: N.W. 122nd Street Phase II Location: N.W. 122nd Street and N.W. 97th Avenue Owner: City of Hialeah Gardens 10001 NW 87th Avenue Hialeah Gardens, FL 33016	Contact Name: Joe Lopez Telephone: 305-558-4114 Fax: 305-362-7155 E-mail: joelopez@tricitygroup.com	1, 2, 3, & 4	\$1,107,954.62	2009
SUBCONTRACTOR	Project: USA Beauty Care Location: 2090 NW 13th Avenue, Miami, FL GC: Sierra Construction Services 2635 West 81 Street, Hialeah, FL 33016	Contact Name: Raul de la Sierra Telephone: 305-557-2444 Fax: 305-557-8735 E-mail: cdsierrax@snappydts.net	1, 2, 3, & 4	\$89,389.42	2009
SUBCONTRACTOR	Project: Somerset Charter School South Miami Location: 5876 SW 68 St, South Miami, FL GC: Remos Building & Development Corp. 18501 Pines Blvd. # 107 Pembroke Pines, FL 33029	Contact Name: Alex Remos Telephone: 954-442-7122 Fax: 954-442-7190 E-mail: remosbldg@aol.com	1, 2, 3, 4, 5 & 6	\$269,619.94	2009
PRIME CONTRACTOR	Project: Roadway & Drainage Improvements to S.E. 4th Street Location: S.E. 4th Street from S.E. 4th Avenue to S.E. 4th Avenue Owner: City of Hialeah Streets Department 5601 East 8th Avenue Hialeah, FL 33013	Contact Name: Fred Martinez Telephone: 305-687-2611 Fax: 305-687-3800 E-mail: N/A	1, 2, 3, & 4	\$1,003,936.84	2009
PRIME CONTRACTOR	Project: Government Complex P&D Offices Location: 13601 N.W. 107th Avenue Owner: City of Hialeah Gardens 10001 NW 87th Avenue Hialeah Gardens, FL 33016	Contact Name: Joe Lopez Telephone: 305-558-4114 Fax: 305-362-7155 E-mail: joelopez@tricitygroup.com	1, 2, 3, & 4	\$289,389.64	2009
SUBCONTRACTOR	Project: E.P.D. Laboratory Facility Location: 3211 College Avenue, Davie, FL General Contractor: Biltmore Construction 1055 Ponce DeLeon Blvd, Belleair, FL 33756	Contact Name: Jeff Parker Telephone: 727-585-2084 Fax: 727-585-2088 E-mail: JParker@biltmoreconstruction.com	1, 2, 3, 4, 5, 6	\$500,764.99	2009
SUBCONTRACTOR	Project: Miami Dade County Health Department Central Facility Renovation Location: 1350 NW 14th Street, Miami, FL General Contractor: Biltmore Construction 1055 Ponce DeLeon Blvd, Belleair, FL 33756	Contact Name: Craig Levine Telephone: 727-585-2084 Fax: 727-585-2088 E-mail: clevine@biltmoreconstruction.com	1, 2, 3, 4, 5, 6	\$367,985.93	2009
PRIME CONTRACTOR	Project: NW 107th Avenue Improvements Location: NW 107th Ave from NW 66th St to NW 74th St Doral, FL Owner: City of Doral 8300 N.W. 53rd Street Doral, Florida 33166	Contact Name: Eric Carpenter Telephone: 305-593-6725 Fax: 305-593-6740 E-mail: eric.carpenter@cityofdoral.com	1, 2, 3, 4	\$1,619,903.27	2009

SUBCONTRACTOR	Project: Royal Palm Elementary School	Contact Name: Dino D'Errico	1, 2, 3, 4	\$194,894.63	2009
	Location: NW 19th & NW 56th Avenue, Lauderhill, FL General Contractor: Construction Support Services 8010 Sunport Drive, Ste 123 Orlando, FL 32809-7896	Telephone: 407-658-8585 Fax: 407-658-8613 E-mail: ccs1@prodigy.net			
PRIME CONTRACTOR	Project: Alley Improvements Phase 7C	Contact Name: Jose Casio	1, 2, 3, 4	\$271,306.01	2009
	Location: NE 16th Ave to 19th Ave and NE 178th St to 170th St, NMB, FL Owner: City of North Miami Beach 17011 N.E. 19th Avenue, 2nd Floor North Miami Beach, FL 33162	Telephone: 305-948-2967 Fax: N/A E-mail: Jose.Casio@citynmb.com			
PRIME CONTRACTOR	Project: S.W. 42nd Street Roadway Improvements	Contact Name: Silvia Perez	1, 2, 3, & 4	\$1,182,494.25	2008
	Location: S.W. 42nd Street, Miami, FL Owner: Miami Dade County Public Works 111 NW 1st Street, #1510 Miami, FL 33128	Telephone: 305-375-2392 Fax: 305-375-2547 E-mail: silpe@miamidade.gov			
PRIME CONTRACTOR	Project: S.W. 148 Street Roadway & Drainage Improvements	Contact Name: Corrice Patterson	1, 2, 3, & 4	\$537,007.50	2008
	Location: S.W. 148 Street, Village of Palmetto Bay, FL Owner: Village of Palmetto Bay 8950 SW 152nd Street Palmetto Bay, FL 33157	Telephone: 305-259-1234 Fax: 305-259-1290 E-mail: cpatterson@palmettobay-fl.gov			

PRIME CONTRACTOR	Project: Installation of 36" Force Main	Contact Name: Nelson Cespedes	1, 2, 3, 4, & 5	\$1,226,729.41	2008
	Location: SW 157 Ave from N Bank Canal C-1W to Hammocks Blvd. Owner: Miami Dade Water & Sewer Department 3071 S.W. 38th Avenue Miami, Florida 33233-0316	Telephone: 786-552-8150 Fax: 786-552-8642 E-mail: ncesp@miamidade.gov			
PRIME CONTRACTOR	Project: 33rd Year CDBG	Contact Name: Beatriz Alvarez	1, 2, 3, & 4	\$406,930.85	2008
	Location: City of Hallandale Beach, FL Owner: City of Hallandale 630 NW 2nd Street Hallandale Beach, FL 33009	Telephone: 954-457-1617 Fax: 954-457-1624 E-mail: balvarez@hallandalebeachfl.gov			
SUBCONTRACTOR	Project: Miramar Cultural Arts Center	Contact Name: Jose Yzquierdo	1, 2, 3, & 4	\$464,842.14	2008
	Location: 2300 Civic Center Plaza Miramar, FL 33025 General Contractor: Kaufmann & Lynn 622 Banyan Trail - Suite 300 Boca Raton, FL 33431	Telephone: 561-361-6700 Fax: 561-361-6978 E-mail: jyzquierdo@kaufmannlynn.com			
PRIME CONTRACTOR	Project: NE 71st Street Storm Drainage	Contact Name: Ed Herald	1, 2, 3, & 4	\$2,479,802.47	2008
	Location: NE 71st Street Miami, FL Owner: City of Miami 444 S.W. 2nd Avenue, 8th Floor Miami, FL 33130	Telephone: 305-416-1255 Fax: 305-416-2152 E-mail: E.Herald@ci.miami.fl.us			

LEGEND	
Description of Work:	
1)	Grading (includes clearing and grubbing, excavation, and embankment)
2)	Drainage (includes all storm drains, pipe culverts, culverts, etc.)
3)	Flexible Paving (includes Interlock, shell base and other optional base courses, soil-cement base, mixed-in-place bituminous paving, bituminous)
4)	Hot Place Mix Bituminous (includes structural and surface courses)
5)	Water
6)	Sewer (includes gravity, force main, pump stations, etc.)

SECTION 00454 – NON-COLLUSION AFFIDAVIT

STATE OF Florida)

) SS:

COUNTY OF Miami-Dade)

Felix Acosta being first duly sworn deposes and says that:

- (1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
Acosta Tractors, Inc. the BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) 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 Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or 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;
- (5) The price or prices quoted in the attached Bid 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:

Odalys De Armas

Odalys Dearmas

(Printed Name)

By:

F Acosta

Felix Acosta

President

(Title)



ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this the 20th day of January, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared

Felix Acosta and
(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS in my hand and official seal.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

OPTIONAL INFORMATION:

Type of Document _____ Number of Pages: _____

Number of Signatures Notarized: _____

END OF SECTION

SECTION 00456 - PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has 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 a public entity, 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 of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Contractor under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Doral or its' agencies.

**SWORN STATEMENT PERSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 City of Doral
by Felix Acosta for Acosta Tractors, Inc.
whose business address is 11986 NW 97 Ave Hialeah, FL and (if applicable) its Federal
Employer Identification Number (FEIN) is 59-1454861 (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)(g), 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United State and 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 of 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 of information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in 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 prime 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 a preceding 36 month shall be considered and 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 "persons" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of any entity.


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

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

 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 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 (ONE) 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.

By: 

Felix Acosta

(Printed Name)

President

(Title)

Sworn to and subscribed before me this 20th day of January, 2015

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,



(Notary Signature)



(Printed, typed, or stamped commission name of notary public)

END OF SECTION

SECTION 00500 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the _____ day of _____ 20__ by and between the City of Doral (hereinafter called the "CITY") and _____ (hereinafter called "CONTRACTOR") located at: _____.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of **Construction NW 97th Avenue from NW 70th St. to NW 74th St.**, all in accordance with the construction drawings.

ARTICLE 2 – CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is **Jose Olivo P.E., Public Works Director**, at City of Doral Government Center, 8401 NW 53rd Terrace Doral, Florida 33166.

2.2 The CITY's ARCHITECT referred to in any of the Contract Documents designated herein is _____ N/A _____, _____ N/A _____.

2.3 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is **Eithel Sierra, P.E., A&P Consulting Transportation Engineers Corp.**, 10305 N.W. 41 Street, Suite 115 Miami, FL 33178.

ARTICLE 3 – TERM

3.1 Contract Times. The Work shall be substantially completed within ***one hundred and fifty (150) calendar days*** after the date specified in the Notice to Proceed ("Substantial Completion"), and completed and ready for final payment in accordance with the Contract Documents within ***one hundred and eighty (180) calendar days*** after the date specified in the Notice to Proceed ("Final Completion").

3.2 Term. This Contract shall not be effective until it is fully executed between the CITY and the CONTRACTOR. The term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00710 – General Conditions, Article 12, Suspension of Work and Termination.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00710 – General Conditions, Article 13, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY **\$1,742.00** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **\$1,742.00** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

3.5 Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any other liquidated damages, all actual additional costs or losses incurred by the CITY including, but not limited to, completion contractor services, financing, professional services, unrealized revenue, will be the responsibility of the CONTRACTOR.

3.6 Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged the CONTRACTOR shall be liable for said amount.

ARTICLE 4 – CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form Section 00410. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

ARTICLE 5 – PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Section 00710 - General Conditions, Article 11, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as

recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY complete original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date.

5.3 The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 00710 - General Conditions, Article 11, Payments to Contractor and Completion.

5.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

5.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

5.5 The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the CITY complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to CITY to defend and indemnify CITY and any other property owner, person or entity CITY may be required to indemnify against any lien or claim.

5.6 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, CITY shall pay the remainder of the Contract Price and any retainage as recommended by the CITY'S REPRESENTATIVE.

ARTICLE 6 – INSURANCE/INDEMNIFICATION.

6.1 Insurance. The CONTRACTOR shall 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 CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

6.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including “technical data.”

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 The CONTRACTOR has given the CITY’S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY’S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 The CONTRACTOR warrants the following:

7.8.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service

under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Section 00456, of the Instructions to Bidders.

ARTICLE 8 – CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

- 8.1.1** Change Orders.
- 8.1.2** Field Orders.
- 8.1.3** Contract for Construction.
- 8.1.4** Exhibits to this Contract.
- 8.1.5** Supplementary Conditions.
- 8.1.6** General Conditions.
- 8.1.7** Any federal, state, county or city permits for the Project
- 8.1.8** Specifications bearing the title: (N/A)
- 8.1.9** Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: NW 97th Avenue from NW 70th St. to NW 74th St.
- 8.1.10** Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

- 8.1.11** Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.
- 8.1.12** The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13** There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.
- 8.1.14** The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.
- 8.1.15** The General Conditions discuss the bond and surety requirements of the CITY. This Contract does [x], does not [] require bonds. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

ARTICLE 9 – MISCELLANEOUS.

9.1 Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders also apply to this Contract.

9.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.

9.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

9.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR’S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

9.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CITY:

Edward Rojas, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

WITH COPY TO:

Daniel Espino
City Attorney
Weiss, Serota, Helfman, Pastoriza, Cole & Boniske
2525 Ponce De Leon, Suite 700
Miami, Florida 33134

FOR CONTRACTOR:

9.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

9.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees at the trial and appellate level.

9.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF DORAL, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the _____ day of _____, 20____, and by _____(Contractor), signing by and through its _____, duly authorized to execute same.

WITNESS

CONTRACTOR

By: _____
(Signature and Corporate Seal)

(Contractor)

(Print Name and Title)

(Signature)

(Print Name and Title)

_____ day of _____, 20_____.

ATTEST

CITY OF DORAL

Barbara Herrera, City Clerk

Edward Rojas, City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF DORAL ONLY:

Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, City Attorney

() In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jessica A. Vigoa, certify that I am the Secretary of Acosta Tractors, Inc. and that Felix Acosta, who signed the Bid with the City of Doral, Miami-Dade County, Florida for Felix Acosta, is President of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 20th day of January, 2015.

(SEAL)


Signature

Jessica A. Vigoa, Secretary
Type Name and Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 20th day of January, 2015.

My Commission Expires:

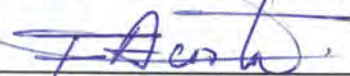


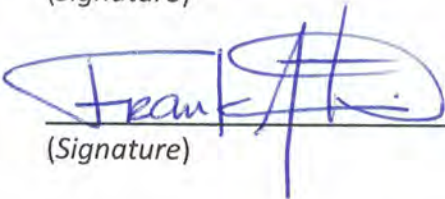
Notary Public



CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Felix Acosta, certify that I am the President of Acosta Tractors, Inc., who signed the Bid with the City of Doral, Miami-Dade County, Florida, for the project titled NW 97th Ave Roadway Construction, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

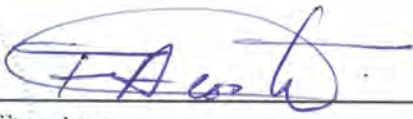
 Felix Acosta President
(Signature) (Typed Name) (Title)

 Frank Acosta Vice-President
(Signature) (Typed Name) (Title)

(Signature) (Typed Name) (Title)

Signed and sealed this 20th day of January, 2015





(SEAL) Signature
Felix Acosta, President
Type Name and Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 20th day of January, 2015.

My Commission Expires:


Notary Public



SECTION 00510 – NOTICE OF AWARD

To: Acosta Tractors, Inc.
11986 NW 97th Avenue
Hialeah Gardens, FL 33018

PROJECT DESCRIPTION: City of Doral **NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St., ITB #2014-46** in accordance with Contract Documents as prepared by the City

and

The City has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the City of Doral **NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St., ITB #2014-46**, in a not to exceed amount of

\$ _____ Dollars.

You are required by the instruction to BIDDER’s to execute the Agreement and furnish the required CONTRACTOR’s Performance Bond, Payment Bond and Certificated of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said City will be entitled to, revoke the award and retain the Bid Security.

By: _____

Title: City Manager

Dated this _____ day of _____, 20_____.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledge by

this the _____ day of _____, 20_____

By: _____

Title: _____

You are required to return an acknowledged copy of this Notice of Award to the City.

END OF SECTION

SECTION 00550 – NOTICE TO PROCEED

To: _____

Date: _____

PROJECT DESCRIPTION: ***NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St., ITB #2014-46***, in accordance with Contract Documents as prepared by the City of Doral.

Site Number/Name: _____

Site Location: _____

You are hereby notified to commence all the work that conforms to the scope of work in accordance with the Contract Agreement dated _____. This work is to be completed in _____ calendar days, on or before _____, 20____, with both parties being in total and full agreement or the Contractor shall be subject to the liquidated damages clauses of the Agreement. The cost to perform the scope of work in accordance with the Agreement shall not exceed \$_____.

City of Doral

By: _____

Edward Rojas

Title: City Manager

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by _____,

This _____ day of _____, 20____.

By: _____

Title: _____

END OF SECTION

SECTION 00600 - BONDS AND CERTIFICATES

SECTION 00612 - FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida and Miami-Dade County, Florida, as Obligees, hereinafter called Joint Obligees, in the amount of Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB# 2013-33, awarded the _____ day of _____, 20___, with the City of Doral for NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St., ITB #2014-46 in accordance with specifications prepared by the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays Joint Obligees all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that Joint Obligees sustain because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.

- 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

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

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

WITNESS:

By: _____

(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESS:

(Name of Corporation)

Secretary

By: _____

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (____) _____

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by (name of corporate officer), _____ (title), of (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or

Produced identification: _____

(type of identification produced)

Did take an oath, or

Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

SECTION 00614 - FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida and Miami-Dade County, Florida, as Obligees, hereinafter called Joint Obligees, in the amount of Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB#2014-46, awarded the _____ day of _____, 20____, with City of Doral for NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St., ITB #2014-46, in accordance with drawings (plans) and specifications which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for: NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St., ITB #2014-46, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays Joint Obligees all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that Joint Obligees sustain because of default by Contractor under the Contract; and
3. Upon notification by the City of Doral, corrects any and all defective or faulty Work or materials which appear within ONE (1) YEAR.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Joint Obligees to be, in default under the Contract, the Joint Obligees having performed their obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the Joint Obligees elect, upon

determination by the Joint Obligees, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and Joint Obligees, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City of Doral to Contractor under the Contract and any amendments thereto, less the amount properly paid by City of Doral to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the Joint Obligees named herein.

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

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

WITNESSES: _____

(Name of Corporation) _____

By: _____

Secretary

(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY: _____

By:

*(Agent and Attorney-in-Fact)

Address:

(Street)

(City/State/Zip Code)

Telephone No.: (_____) _____

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by (name of Corporate officer), _____ (title), of (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

Printed, typed or stamped name of Notary Public
exactly as commissioned

Notary Public, State of _____

Personally known to me, or

Produced identification:

(type of identification produced)

Did take an oath, or

Did not take an oath

Bonded by: _____

SECTION 00620
ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

To the City of Doral,

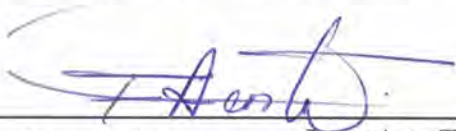
We Acosta Tractors, Inc., hereby acknowledge and
(General Contractor)

agree that we, as the General Contractor for the City of Doral, **NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St., ITB #2014-46**, as specified, have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages, losses and expenses they may incur due to the failure of:

(Subcontractor's Name)

(Subcontractor's Name)

to comply with such act or regulation.



By: (General Contractor) Acosta Tractors, Inc.

Felix Acosta
Printed Name

END OF SECTION

SECTION 00710 – GENERAL CONDITIONS

ARTICLE I – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the CITY of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the CITY and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Application for Payment: The form furnished by the CITY which is to be used by the CONTRACTOR in requesting progress payments.

Approved: Means approved by the CITY.

Bid: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for Work.

Bonds: Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the CONTRACTOR signed by the CITY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CITY: City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166.

Contract Documents: Contract Documents shall include Instruction to BIDDERS, CONTRACTOR's Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgement of Conformance with the City of Doral.

Contract Price: The total moneys payable to the CONTRACTOR under the Contract

Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the City's governing body.

CONTRACTOR: The person, firm or corporation with whom the CITY has executed the Agreement.

CONSULTANT: The person, firm or corporation that is an authorized representative of the City of Doral.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the CONSULTANT and are referred to in the Contract Documents.

Field Order: A written order issued by the CITY which clarified or interprets the Contract Documents in accordance with Paragraph 9.2 or orders minor changes in the Work in accordance with Paragraph 10.2.

Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the CITY in accordance with Paragraph 9.2 or (d) a written order for minor change or alteration in the Work issued by the CITY pursuant to Paragraph 10.2. A modification may only be issued after execution of the Agreement.

Notice of Award: A written notice given by the CITY to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform their obligations under the Contract Documents.

Project: The entire Project to be performed as provided in the Contract Documents.

Construction Observer: An authorized representative of the CITY assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the CITY as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material or some portion of the work and

as required by the Contracts Documents.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor: An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date as certified by the CITY when the construction of the Project or a certified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes which it was intended; or if there be no such certification, the date when final payment is due.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptance performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the CITY under this Contract shall be delivered to the CITY.

ARTICLE 2 – PRELIMINARY MATTERS

Award:

2.1 The CITY reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the CITY to the lowest responsive and responsible BIDDER; after the CITY performs all necessary searches, inquiries, exploration, and analysis of the bids. No Notice of Award will be given until the CITY has conducted any investigation(s) as they deem

necessary to establish the BIDDER's capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the CITY's established standards, as well as the financial capability of the BIDDER to perform the Work in accordance with the Contract Documents to the satisfaction of the CITY within the time prescribed. The CITY reserves the right to reject the Bid of any BIDDER on the basis of these queries and investigations and who does not meet the CITY's satisfaction, even though the firm may possibly be the apparent lowest bidder. In analyzing Bids, the CITY will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform the manufacturing and installation of roadway directional signage to CITY standards; and alternate and unit prices if requested by the Bid form. If the Contract is awarded, the CITY will issue the Notice of Award and give the successful BIDDER a Contract for execution within ninety (90) days after opening of Bids. The CITY specifically reserves the right to award the Contract to a bidder who is not necessarily the lowest bidder on the basis of the results of these queries and investigation(s).

Execution of Agreement:

2.2 At least three counterparts of the Agreement, the Performance and Payment Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by the CONTRACTOR to the CITY within ten (10) calendar days of receipt of the Notice of Award.

Forfeiture of Bid Security/Performance and Payment Bond:

2.3 Within ten (10) calendar days of being notified of the Award, the CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached.

2.3.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to the City of Doral and Miami-Dade County the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, of Subcontractors employed pursuant to this Project. Each Bond shall be with a Surety company meeting the qualifications of Sections 2.3.4, 2.3.5, and 2.3.6.

2.3.2 Each Bond shall continue in effect for one and one half (1 ½) years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum. The Performance Bond shall be conditioned that the CONTRACTOR will, upon notification by the CITY, correct any defective or faulty Work or materials which appear within one and a one half (1 ½) years after final completion of the Contract.

2.3.3 Pursuant to the requirements of Section 255.05(1), Florida Statutes, the CONTRACTOR shall ensure that the Bond(s) referenced above shall be recorded in the public records of Dade County and Provide the CITY with evidence of such

recording.

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

2.3.5 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions.

2.3.6 The CITY will accept a surety bond from a company with a rating of A- or better.

2.3.7 Failure of the successful BIDDER to execute and deliver the Agreement and deliver the required bonds and Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the CITY to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representation:

2.4 The CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents. The CONTRACTOR also represents that they have studied all surveys and investigations reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as they deem necessary for the performance of the Work in the Contract Documents and that they have correlated the results of all such data with the requirements of the Contract Documents. Additional monies will not be paid, over and above the CONTRACT amount, in the event rock is encountered.

Commencement of Contract Time:

2.5 The Contract Time will start on the date the Agreement is executed and will continue to run consecutively for the period of ***one hundred and fifty (150) calendar days*** after date specified in Notice to Proceed until substantial completion. Project shall be completed and ready for final payment in accordance with the Contract Documents within ***one hundred and eighty (180) calendar days*** after the date specified in the Notice to Proceed ("Final Completion"). No extension of time will be given unless stated in writing.

Starting the Project:

2.6 The CONTRACTOR shall start to perform their obligations under the Contract Documents on the date stipulated in the Notice to Proceed (NTP) for each site. No Work shall be done at the site prior to the date on which the NTP commences to run, except with the

written consent of the CITY. No work will be done on Saturday without written consent of the CITY or after the end of a normal business day unless prior approval is given by the CITY in writing. No work shall be permitted on Sundays or on national holidays.

Before Starting Contract:

2.7 Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements which shall be approximate. The CONTRACTOR shall field verify utility locations and notify the CITY of any conflicts so that the conflict is avoided prior to beginning of construction. Any modifications to the proposed work, once construction has begun, will be at no cost to the CITY.

Schedule of Completion:

2.8 Within five (5) days after delivery of the Notice to Proceed, the CONTRACTOR will submit to the City, a Schedule defining hours and/or days required to complete each section of work as outlined.

2.9 Within five (5) days after delivery of the executed Agreement by the CITY to the CONTRACTOR, but before starting the Work, a preconstruction conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the CITY representative, and the CONTRACTOR.

Liquidated Damages:

2.10 Upon failure of the CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) the CONTRACTOR shall pay to the CITY the sum of **ONE THOUSAND SEVEN HUNDRED FORTY TWO AND 00/100 (\$1,742.00)** for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The CITY shall have the right to deduct from and retain out moneys which may be then due or which may become due and payable to the CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

ARTICLE 3 – CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the CITY and the CONTRACTOR. They may be altered only by a

Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, they shall call it to the City's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to CITY or CONTRACTOR for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Specifications and Drawings. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

3.3 The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the CITY before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

ARTICLE 4 – AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS

Availability of Lands:

4.1 The CITY will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY unless otherwise specified in the Contract Documents.

ARTICLE 5 – INSURANCE

5.1 The CONTRACTOR shall provide and maintain in force until all the Work to be

performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth: in Exhibit A titled Insurance Requirements.

5.2 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the CITY in Section 5.1.

Cancellation and Re-Insurance:

5.3 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

5.4 All deductibles must be declared by the CONTRACTOR and must be approved by the CITY. At the option of the CITY, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the CITY, covering the same. The contractor is responsible for any and all deductibles, if applicable, following a loss.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

Concerning Subcontractors:

6.1 The CONTRACTOR will not employ any Subcontractor, against whom the CITY may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the CITY, unless the CITY determines that there is good cause for doing so.

6.2 The CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between CITY and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY to pay or to see to payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. CITY may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Work done in accordance with the schedule values.

6.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work performed by any specific trade.

6.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

6.5 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.6 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors, materials and men engaged upon their Work.

6.6.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.6.2 The CITY will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

6.6.3 If in the opinion of the CITY, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR if and when directed by the CITY in writing.

Laws and Regulations:

6.7 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the CITY prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CITY, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.8 Cost of all applicable sales consumers, use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection:

6.9 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES** latest edition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.9.1 All employees and other persons whom may be affected thereby; and

6.9.2 All the Work and all materials or equipment to be incorporated therein, whether in

storage on or off the work area, and

6.9.3 Other property at the work area 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.

6.10 The CONTRACTOR will designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY.

Emergencies:

6.11 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the CITY prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefore as provided in articles 11 and 12.

6.12 The CONTRACTOR will also submit to the CITY for review, with such promptness as to cause no delay in Work, all samples and photographs required by the Contract Documents. All samples and photographs will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.13 At the time of each submission, the CONTRACTOR will in writing call the CITY'S attention to any deviations that the Photographs or sample may have from the requirements of the Contract Documents.

6.14 The CITY will review with responsible promptness Photographs and Samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The CONTRACTOR will make any corrections required by the CITY and will return the required number of corrected copies of Photographs and resubmit new samples until the review is satisfactory to the CITY.

6.15 No Work requiring a Photograph or sample submission shall be commenced until the submission has been reviewed by the CITY. A copy of each Photograph and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CITY.

6.16 The CITY'S review of Photographs or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CITY's attention to each deviation at the time of submission and the CITY has given written approval to the specific deviation, nor shall any review by the CITY relieve the CONTRACTOR from responsibility for supplying the plant material as

specified.

Public Convenience and Safety:

6.17 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. The MOT shall be designed as outlined in the latest edition of **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Indemnification:

6.18 In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project, or by or in consequence of any negligence by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify, defend and hold harmless the CITY and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section 6.18 the parties agree that CONTRACTOR shall indemnify, defend and hold harmless CITY, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

6.19 In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY shall defend such action or proceeding by counsel satisfactory to CITY. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against CITY, excluding only those which allege that the injuries arose out of the sole negligence of CITY, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

6.20 The obligations of the CONTRACTOR under Article 6 shall not extend to the liability of the CITY, their agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the CITY, their agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

Business Program Compliance and Oversight:

6.21 As Miami-Dade County funds will be used to reimburse the City of Doral for the cost of constructing the project, the Contractor agrees to comply with applicable Miami-Dade County regulations including but not limited to the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the Contractor agrees to abide by the applicable contract measure recommendation(s) established by the Department of Regulatory and Economic Resources (RER) Project Worksheet for the participation of specified business entities and/or trades, and for CWP requirements, as administered by Miami-Dade County's RER. RER shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to applicable Miami-Dade County Code.

ARTICLE 7 – CITY'S RESPONSIBILITIES

7.1 The CITY will issue all communications to the CONTRACTOR.

7.2 In cases of termination of employment of the CONTRACTOR, the CITY will appoint a CONTRACTOR, whose status under the Contract Documents shall be that of the former CONTRACTOR.

7.3 The CITY will furnish the data required of them under the Contract Documents promptly.

7.4 The CITY's duties in respect to providing lands and easements are set forth in Article 4.

ARTICLE 8 – CITY'S STATUS DURING CONSTRUCTION

Measurements of Quantities:

8.1 All Work completed under the Contract will be measured by the CITY according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

8.2 The CITY will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance) at CONTRACTOR's expense.

Shop Drawings, Change Orders and Payments:

8.3 In connection with the CITY's responsibility as to Shop Drawings and samples, see paragraphs 6.12 through 6.16, inclusive.

8.4 In connection with the CITY'S responsibility for Change Orders, see Articles 9 and 10.

8.5 In connection with the CITY'S responsibilities in respect of Application of Payment, etc., see Article 11.

Decisions on Disagreements:

8.6 The CITY will be the initial interpreter of the Construction Drawings and Technical Specifications.

Limitations on Consultant's Responsibilities:

8.7 The CITY will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto.

8.8 The CITY will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

ARTICLE 9 – CHANGES IN THE WORK

9.1 Without invalidating the Agreement, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. As per Articles 11 and Article 12, all Change Orders that add or delete work, or increase or decrease Time, will most likely result in an adjustment to the Contract Price and Time accordingly. Any such changes will be reflected in the Change Order(s), which when signed by the CONTRACTOR, shall indicate an agreement of the parties therewith.

9.2 The CITY may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the CITY entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 11 and 12.

9.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.11 and except as provided in paragraph 10.2.

9.4 The CITY will execute appropriate Change Orders prepared by the CITY covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the CITY.

9.5 It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the CITY.

ARTICLE 10 – CHANGE OF CONTRACT PRICE

10.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at their expense without changing the Contract Price.

10.2 (a) The CITY may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

- 1) in the specifications (including drawings and designs);
- 2) in the method or manner of performance of the Work;
- 3) in the CITY-furnished facilities, equipment, materials, services, or site; or
- 4) in directing acceleration in the performance of the Work.

(b) Except as herein provided, no order, statement, or conduct of the CITY shall be treated as a change under this clause or entitle the CONTRACTOR to an adjustment to the Contract Price or Time.

(c) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, the Contract Price and Time will be adjusted in writing by the same amount.

(d) If the CONTRACTOR intends to assert a claim for an adjustment in Contract Price or Time under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the CITY a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.

(e) No claim by the CONTRACTOR for an adjustment in Contract Price or Time hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

10.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 By negotiated lump sum.

10.3.2 On the basis of the cost of the Work, determined as provided in Sections 10.4 and 10.5, plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit.

10.4 The term cost of the Work means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above only if authorized by CITY.

10.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to CITY who will then determine which Bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance with paragraphs 10.4 and 10.5.

10.4.4 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of CONTRACTOR, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental

agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

10.4.6 Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

10.4.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.9 Cost of premiums for additional Bonds and Insurance required solely because of changes in the Work, not to exceed two percent (2%) of the increase in the Cost of the Work.

10.5 The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 10.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

10.5.2 Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

10.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 10.4.9).

10.5.5 Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 The CONTRACTOR's fee which shall be allowed to the CONTRACTOR for their overhead and profit shall be determined as follows:

10.6.1 In the event of an oversight or omission by the CONTRACTOR no compensation for overhead or profit will be provided; otherwise.

10.6.2 A mutually acceptable firm fixed price; or if none can be agreed upon.

10.6.3 A **ten percent (10%)** fixed fee based on the estimate of the various portions of the Cost of the Work.

10.7 The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

10.8 Whenever cost of any Work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in form prescribed by CITY an itemized cost breakdown together with supporting data.

ARTICLE 11 – PAYMENTS AND COMPLETION

Payments to Contractor:

11.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the CITY a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the CITY may reasonably require.

The CITY will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the CITY, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The CITY, will within thirty (30) days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The CITY may retain ten percent (10%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the CITY.

11.2 The CITY shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the CITY may require the CONTRACTOR

to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

Contractor's Warranty of Title:

11.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the CITY prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Acceptance of Final Payment as Release:

11.4 The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the CITY and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the CITY and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR of their sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 12 – SUSPENSION OF WORK AND TERMINATION

12.1 The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they make a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

12.2 No Work shall be done under these specifications except by permission of the CITY when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the CITY, shall suspend all Work until instructed to resume operations by the CITY and the Contract Time pursuant to Section 12.7 shall be extended to cover the duration of the order.

City May Terminate:

12.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to

supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Subcontractors or for labor, materials or equipment or they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the CITY, or if they otherwise violate any provision of the Contract Documents, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety seven (7) days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method they may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the CITY. Such costs incurred by the CITY will be determined by the CITY and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the CITY and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Section 12.5.

12.4 Where the CONTRACTOR'S services have been so terminated by the CITY said termination shall not affect any rights of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the CITY due the CONTRACTOR will not release the CONTRACTOR from liability.

12.5 Upon seven (7) days written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the CITY as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

Removal of Equipment:

12.6 In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

12.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY or under an order of court of other public authority, or the CONTRACTOR fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR any sum approved by the CITY, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the CITY, terminate the Agreement. The CITY may remedy the

delay or neglect within the twenty (20) calendar days time frame. If timely remedied by the CITY the Contract shall not be considered terminated. In lieu of terminating the Agreement, if the CITY has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) calendar days notice to the CITY and the CONTRACTOR stop the Work until they have been paid all amounts then due. If the CONTRACTOR stops neither by default nor by non-payment from the CITY, the CONTRACTOR will be responsible for 100% of the difference between the total of his/her Bid and the second lowest Bid.

ARTICLE 13- CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

- 13.1** CONTRACTOR warrants and guarantees to CITY all Work shall be in accordance with the Contract Documents and will not be defective.
- 13.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:
- 13.2.1** Observations by CITY or CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER;
 - 13.2.2** Payment by CITY of any progress or final payment;
 - 13.2.3** The issuance of a certificate of Substantial Completion, certificate of Final Completion, or any payment related thereto by CITY;
 - 13.2.4** Use or occupancy of the Work or any part thereof by CITY;
 - 13.2.5** Any acceptance by CITY or any failure to do so;
 - 13.2.6** Any review and approval of a Submittal or the issuance of a notice of acceptability by the CITY'S REPRESENTATIVE;
 - 13.2.7** Any inspection, test, or approval by others; or
 - 13.2.8** Any correction of defective Work by CITY.
- 13.3** Access to Work:
The CITY'S REPRESENTATIVE, ARCHITECT or ENGINEER and other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.
- 13.4** Tests and Inspection:

13.4.1 CONTRACTOR shall give CITY timely notice of readiness of the Work for all required inspections, tests, observations or approvals. Inspections, tests or observations by the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, CITY or its agents may be performed at its discretion to provide information to the CITY on the progress of the Construction. However such information is not intended to fulfill the CONTRACTOR'S obligations in accordance with the Contract Documents.

13.4.2 CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

13.5 Uncovering the Work:

If any Construction that is to be inspected, tested or approved is covered without written concurrence of CITY'S REPRESENTATIVE, it must, if requested by CITY or the CITY'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given CITY or the CITY'S REPRESENTATIVE timely written notice of CONTRACTOR'S intention to cover such Construction and CITY or the CITY'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.

13.5.1 If CITY considers it necessary or advisable that covered Work be observed by CITY'S REPRESENTATIVE or the ARCHITECT or ENGINEER, or inspected or tested by others, CONTRACTOR, at CITY'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as CITY may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services and any additional expenses experienced by the CITY due to delays to others performing additional work, other contractual obligations, and CITY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Construction is not found to be defective, and Section 00700.8.5 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a claim therefore as provided in the Contract Documents.

13.6 CITY May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such failure has

been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall not be allowed an increase in Contract Price or the Contract Time or both as a result of the stopping of Work under this section.

13.7 Correction or Removal of Defective Work:

If required by the CITY'S REPRESENTATIVE, with the recommendation of the ARCHITECT and/or ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the CITY'S REPRESENTATIVE, upon the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, attorneys and other professionals) made necessary thereby.

13.8 One Year Correction Period:

Without prejudice to any other right of the City, if within one (1) year after the date of final completion or within any designated manufacturer's warranty, whichever is greater, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective Work, or, if it has been rejected by CITY or the CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all of the CITY'S direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the ARCHITECT or ENGINEER) will be reimbursed by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

13.9 CITY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its surety for damages and for corrections of any and all latent defects.

13.10 Extended Warranty Period Due to Defective Construction:

Any defective Construction that is either corrected or rejected and replaced will be warranted and guaranteed for a period of one (1) year from the date of acceptance of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Article 12. If within such extended Warranty Period, the Work is once again found to be defective, CITY shall be entitled to all of CITY'S rights and remedies under this Article.

ARTICLE 14 – MISCELLANEOUS

14.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

14.2 The Contract Documents shall remain the property of the CITY. The CONTRACTOR and the CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

14.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the CITY and there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

14.4 Should the CITY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in- jury or damage.

ARTICLE 15 – WAIVER OF JURY TRIAL

15.1 The CITY and the CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work thereunder.

ARTICLE 16 – ATTORNEYS FEES/JURISDICITON/VENUE/GOVERNING LAW

16.1 The Contract shall be construed in accordance with and governed by the law of the State of Florida.

16.2 The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Dade County, Florida.

16.3 If either the CITY or the CONTRACTOR is required to enforce the terms of the Contract by court proceedings, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorney's fees.

ARTICLE 17 – PROJECT RECORDS

17.1 The CITY shall have right to inspect and copy during regular business hours at CITY'S expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project. CONTRACTOR shall retain and make available to CITY all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, the CONTRACTOR shall provide the CITY access to its books and records upon five (5) days written notice.

ARTICLE 18 – SEVERABILITY

18.1 If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 19 – INDEPENDENT CONTRACTOR

19.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

ARTICLE 20 – TRENCH SAFETY ACT

20.1 The purpose and intention of the State of Florida "Trench Safety Act" is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety when the excavation is in excess of five (5) feet deep.

END OF SECTION

SECTION 00810 – SPECIAL CONDITIONS

8.1 Permit/Utilities:

The CONTRACTOR shall obtain all permits necessary to conduct this project. The cost of all permits should be included on the bid proposal. If more than 1 Acre of land is disturbed during construction the CONTRACTOR is responsible to obtain NPDES Stormwater permit coverage through the Florida Department of Environmental Protection (FDEP) Construction Generic Permit (CGP). Instructions to request and obtain a CGP can be found at: <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>. CONTRACTOR should submit the Notice of Intent (NOI) with the appropriate processing fees to the NPDES Stormwater Notices Center. CONTRACTOR must apply for permit coverage at least two days before construction begins. In addition, the CONTRACTOR shall clear utilities prior to conducting any work at each project site. CONTRACTOR shall adhere to any restrictions imposed by FPL for conducting work under power lines.

8.2 Hours of Work:

Contractor will perform work Monday through Friday, excluding City holidays, from 8:00 a.m. to 6:00 p.m. unless prior written approval is received from The City. The CONTRACTOR must comply with the CITY's Noise Ordinance, Ordinance No. 2006-23.

8.3 Disputes:

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the CITY's responsible department for the administration of the Contract shall make good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

8.4 Default Provisions:

In case of default by the BIDDER or CONTRACTOR, the CITY procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

8.5 Assignment:

The CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the CONTRACTOR changes hands subsequent to the award of this Contract, the CONTRACTOR shall promptly notify the CITY in writing of such change in ownership or control at least thirty (30) days prior to such change and the CITY shall have the right to terminate the Contract upon sixty (60) days written notice, at the CITY's sole discretion.

8.6 Secondary/Other Vendors:

The CITY reserves the right in the event the primary vendor cannot provide an item(s) or

service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

8.7 Employees:

The CONTRACTOR shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the CONTRACTOR shall be considered to be at all times the sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction, and not an employee or agent of the City of Doral. The CONTRACTOR shall supply competent, suitably qualified and capable employees and the CITY may require the CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on CITY property is not in the best interest of the CITY. The CITY shall not have any duty to implement or enforce such requirements.

Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC4082)(c)(2).

The "On Duty" supervisor must be able to adequately communicate with the City's representatives.

8.8 Subcontractors, Suppliers and Others:

Prior to the commencement of any work, the CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The CITY shall notify the CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. The CONTRACTOR shall not contract with a proposed person or entity to which the CITY has made an objection. The CONTRACTOR shall not change a Subcontractor, person or entity previously selected if the CITY makes objection to the change.

The CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, Sub-Contractors, suppliers, other persons directly or indirectly employed by its Sub-Contractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with the CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such Sub-Contractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any Sub-Contractor, supplier, employee or agent except as may otherwise be required by law.

All Work performed for the CONTRACTOR by a Sub-Contractor will be pursuant to an appropriate agreement between the CONTRACTOR and the Sub-Contractor which

specifically binds the Sub-Contractor to all applicable terms and conditions of the Contract Documents for the benefit of the CITY.

8.9 Protection:

All work in fulfillment of this project shall be performed on CITY property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the CONTRACTOR in a manner acceptable to the City of Doral prior to the final acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, water sprinklers, signs, and trees.

The CONTRACTOR shall notify the Public Works Department in writing of the site having pre-existing damage to sidewalks, curbs, facade, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the CONTRACTOR to make repairs per above paragraph.

The CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, signage, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

The CONTRACTOR shall protect existing catch basins from sediment and debris with filter fabric while work is in progress. Filter fabric shall be removed after completion of work. Filter fabric must be cleaned periodically to avoid excessive accumulation of sediment and debris. Extreme care shall be taken when removing filter fabric to avoid sediments and debris from entering catch basin.

8.10 Security:

The CONTRACTOR is responsible for project security. The CONTRACTOR shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at the CONTRACTOR's cost.

Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and weekends.

8.11 Temporary Interruption:

The CONTRACTOR shall notify the Public Works Director whenever it is necessary to temporarily interrupt any business activities, the CONTRACTOR shall notify the Owner or tenant or their designee prior to the interruption and again immediately before the service is resumed. Before disconnecting any underground or overhead utilities, the CONTRACTOR shall make similar arrangements for their disconnection with the Owner,

tenant or their designee. The CONTRACTOR shall be responsible for any damage caused by the CONTRACTOR to such utilities, and shall restore them to service promptly as soon as the Work interruption has ended.

8.12 Pricing:

Prices should be stated in units of quantity specified in the Bid form. In case of a discrepancy, the CITY reserves the right to make the final determination at the lowest net cost to the CITY.

8.13 Delivery:

All items shall be delivered "Freight On Board" (F.O.B.) destination (i.e. at a specific City of Doral address), and delivery costs and charges (if any) shall be included in the Bid Price. Exceptions shall be noted.

8.14 Payments:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

8.15 Non-Conformance to Contract:

The CITY may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejections, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (3) calendar days will be regarded as abandoned and the CITY shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

8.16 Materials:

The CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the specifications and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the specifications.

8.17 Storage of Materials:

The CONTRACTOR shall store materials, at his expense, in areas approved by the CITY. The CONTRACTOR, at their own expense, shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. The CONTRACTOR shall restore the storage area to its original or better condition, with all its appurtenances, in kind, to the satisfaction of the CITY, at the CONTRACTOR's discretion, if the CONTRACTOR chooses to stage material outside of the designated area, with prior approval from the CITY.

8.18 Quality Control:

Field Observations - Provide twenty-four (24) hour notification to the Architect/Engineer for all specified field observations, unless otherwise noted.

Inspection – Periodically the City may inspect the project for the purpose of assuring compliance with the specifications.

Dust Control – Contractor shall control dust by watering and sweeping at end of each work day or as directed by City Engineer. Dust control must meet City’s satisfaction or City will control dust by whatever means deem necessary and Contractor shall pay all expenses incurred by the City associated with dust control.

8.19 On-Site Survey/As-Built:

The CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the plans. The CONTRACTOR shall provide the CITY with three (3) sets of certified as-built plans and a CD containing PDF copy of the As-Built drawings as well as the CAD files, at no additional cost to the CITY.

8.20 Water Usage:

All City potable water used during the project shall be metered through a hydrant meter or meters obtained from the Miami-Dade County Water and Sewer Department at the CONTRACTOR’s expense.

8.21 Salvageable Material:

All salvageable material and/or equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, will remain the property of the CITY and be turned over to the CITY. All material and/or equipment not in salvageable condition as determined by the CITY Representative must be disposed of by the CONTRACTOR. The actual storage site for salvageable material will be designated by the CITY.

8.22 Disposal of Excavated Material and Debris:

All excess excavated material and debris not required for backfill (unless otherwise noted), including broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the CONTRACTOR at an appropriate legal site, at no additional cost to the CITY.

The CONTRACTOR must at all times during the performance of the project keep the work site free and clear of all waste and debris to the CITY’s satisfaction. All sand, grit, solids and other material, accumulated waste or surplus materials shall be removed at the end of each work day.

The CONTRACTOR will have not more than 48-hour notice to clear work site of rubbish, debris and other work site materials and to restore or replace displaced or damaged property, if the CONTRACTOR fails to comply, the CITY may employ labor or equipment

as it deems necessary to clear the site at the CONTRACTORS's expense.

8.23 Equipment:

All construction equipment necessary and required for construction of this project shall be on the construction site, in excellent working condition, before construction is permitted to start. The CONTRACTOR shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill material.

8.24 Density Testing:

Density tests shall be taken by an independent testing laboratory certified by the State of Florida and approved by the designated City representative and shall be paid for by Contractor, at no additional cost to the City. A compaction test, for both the base and subgrade, shall be performed for every section of new pavement and at least one (1) test for every 250 square yards of new pavement. In addition, density testing shall be performed for installation in swale areas at a frequency of one test per 50 feet of trench, or adjacent to newly installed inlets at the discretion of the City representative.

Compaction test reports of sub-grade and base rock shall be submitted for approval to the designated City representative prior to installation of final asphaltic wearing surface.

8.25 Laboratory Tests:

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards of the American Society for Testing Materials.

The CONTRACTOR shall furnish the required samples for testing without charge. The CONTRACTOR shall provide at least 24 hour notice when requesting testing to be performed. In locations where corings are taken by the approved testing lab, the CONTRACTOR shall be responsible for plugging these core holes.

All material tests will be made by an independent testing laboratory that may be selected by the CITY. Excluding Density Testing, where tests indicate that materials are in accordance with specified requirements, the CITY shall bear the testing cost. When tests reveal that conditions or materials do not comply with the specifications, the cost of such tests shall be assessed against the CONTRACTOR.

8.26 Notification to Residents:

Contractor shall notify residents directly impacted by the project (including MOT), in writing, 72 hours prior to performing any work. Notification must include type of work to be performed; date work will begin and estimated completion date. In the event Contractor changes schedule or duration of work, Contractor must notify resident, in writing, of such changes. Contractor must provide a copy of all notifications to the City.

END OF SECTION

GENERAL FORMS

STATEMENT OF NO RESPONSE

ITB No. 2014-46

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Manager’s Office 8401 NW 53rd Terrace Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPLANY NAME: N/A

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

- _____ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below).
- _____ Insufficient time to respond.
- _____ We do not offer this product, service or an equivalent.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond requirements.
- _____ Specifications unclear (explain below).
- _____ Other (specify below).

REMARKS: _____

For bidders submitting proposals for this opportunity, you may write “N/A” on this form.

SOLICITATION RESPONSE FORM

BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET

Name: ITB #2014-46, NW 97th Avenue Roadway Construction from
NW 70th St. to NW 74th St.

Due Date: January 15th, 2015 at 11:00 am

Delivery Location: CITY OF DORAL
CITY CLERK'S OFFICE
8401 NW 53RD TERRACE
DORAL, FL 33166

Submitted By: Acosta Tractors, Inc.
(Name of company and address)

11986 NW 97th Avenue

Hialeah Gardens, FL 33018

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

GENERAL INFORMATION WORKSHEET

ITB No. 2014-46

ORGANIZATION/AGANCY/FIRM/NAME: Acosta Tractors, Inc.

DATE ORGANIZATION WAS FORMED/INCORPORATED: April 1973

FEDERAL TAX ID NUMBER: 59-1454861

MAILING ADDRESS: 11986 NW 97th Avenue Hialeah Gardens, FL 33018

PHONE NUMBER: 305-556-0473

ORGANIZATION EMAIL ADDRESS: bids@acostatractors.com

ORGANIZATION WEBISTE ADDRESS: _____

CONTACT PERSON & TITLE: Felix Acosta, President

facosta@acostatractors.com

CONTACT EMAIL ADDRESS: _____ PHONE No: 305-556-0473

INDIVIDUAL(S) AUTHORIZED TO MAKE REPRESENTATION FOR THE CONTRACTOR:

<u>Felix Acosta</u> (First, Last Name)	<u>President</u> (Title)	<u>305-556-0473</u> (Contact Phone Num.)
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<u>Frank Acosta</u> (First, Last Name)	<u>Vice-President</u> (Title)	<u>305-556-0473</u> (Contact Phone Num.)
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_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Num.)
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ADDITIONAL INFORMATION

CONTACT'S SIGNATURE:  DATE: January 20, 2015

BUSINESS ENTITY AFFIDAVIT (VENDOR/BIDDER DISCLOSURE)

ITB No. 2014-46

NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St.

I, Felix Acosta, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

59-1454861

Federal Employer Identification Number (If none, Social Security Number)

Acosta Tractors, Inc.

Name of Entity, Individual, Partners, or Corporation

Doing Business as (If same as above, leave blank)

11986 NW 97th Avenue Hialeah Gardens, FL 33018

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

- 1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are as follows (Post Office addresses are not acceptable):

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
Felix Acosta	11986 NW 97th Ave. Hialeah Gardens, FL 33018	100%
		%
		%

- 2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are as

follows (Post Office addresses are not acceptable):

N/A

Felix Acosta

Signature of Affiant

January 20, 2015

Date

Felix Acosta

Printed Name of Affiant

Sworn to and subscribed before me this 20th day of January, 20 15.

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

Notary Public – State of Florida

My Commission Expires 06/26/2016

[Signature]

(Notary Signature)



(Printed, typed, or stamped commission name of notary public)

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY
NONDISCRIMINATION STATEMENT

ITB No. 2014-46

NW 97th Avenue Roadway Construction from NW 70th St. to NW 74th St.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Doral, Florida

By: Felix Acosta
(Print individual's name and title)

For: Acosta Tractors, Inc.
(Print name of entity submitting sworn statement)

Whose business address is: 11986 NW 97th Ave. Hialeah Gardens, FL 33018

And (if applicable) its Federal Employer Number (FEIN) is: 59-1454861
(If the entity has no FEIN, include Social Security Number of the individual signing this sworn
statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party proposer under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501
553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

[Handwritten Signature]

SIGNATURE

Sworn to and subscribed before me this 20th day of January, 2015.

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

Notary Public – State of Florida

My Commission Expires 06/26/2016

[Handwritten Signature]

(Notary Signature)



(Printed, typed, or stamped commission name of notary public)

CONE OF SILENCE CERTIFICATION

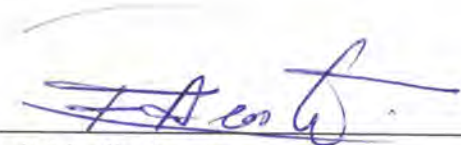
ITB NO. 2014-46

I, Felix Acosta, President
(Individual's Name) (Title)

of the Acosta Tractors, Inc., do hereby certify that
(Name of Company)

I have read and understand the terms set forth under this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.



Individual's Signature

January 20, 2015

Date

PROPOSER'S CERTIFICATION

ITB No. 2014-46

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bid.

I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, 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 of real property to public entity, may not be awarded or perform work as a proposer, supplier, sub- proposer, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acosta Tractors, Inc.

Name of Business

By:



Signature

Felix Acosta, President

Name and Title, Typed or Printed

11986 NW 97th Avenue

Mailing Address

Hialeah Gardens, FL 33018

City, State and Zip Code

305-556-0473

Telephone Number

Sworn to and subscribed before me this
20th day of January, 2015

Notary Public
State of Florida

06/26/2016
My Commission Expires



(Acknowledgement of Addendums: Issued Addendums must be signed and submitted with proposal)

ITB SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

ITB No. 2014-46

The full names and residences of person, partners or firms interested in the foregoing ITB, as principals are as follows:

Witness:
(Seal)

Bidder:

Witness Signature

Firm Name

Witness Name

Signature

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Telephone Num.

ITB SIGNATURE PAGE FOR CORPORATION

ITB No. 2014-46

The officers of the corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	<u>Felix Acosta</u>	<u>11986 NW 97th Ave. Hialeah Gardens, FL 33018</u>
Vice-President	<u>Frank Acosta</u>	<u>11986 NW 97th Ave. Hialeah Gardens, FL 33018</u>
Secretary	<u>Jessica Vigoa</u>	<u>11986 NW 97th Ave. Hialeah Gardens, FL 33018</u>
Treasurer	<u>Mayra Acosta</u>	<u>11986 NW 97th Ave. Hialeah Gardens, FL 33018</u>
Registered Agent	<u>Felix Acosta</u>	<u>11986 NW 97th Ave. Hialeah Gardens, FL 33018</u>

The full names and residences of stockholders, persons, or firms interested in the foregoing ITB, as principals, are as follows:

N/A		

Post Office Address

Bidder

Acosta Tractors, Inc.

Corporate Name



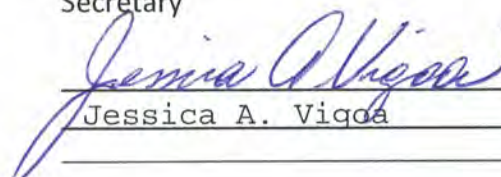
President's Signature

Is this corporation in the State of Florida?

Yes No

Attest:

Secretary


Jessica A. Vigoa

If no, give address of principle place of business:



MIAMI-DADE COUNTY REQUIREMENTS

Required Contractor's Certification:

At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active Certificate of Competency as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Project's Scope of Work, in one or more engineering crafts to include paving engineering and concrete work. The Specialty Contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified.

Pursuant to Section 255.20, Florida Statutes (F.S.) and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been pre-qualified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this paragraph shall submit along with the Bid Documents for review and consideration, current copy (ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the work specified in the Project's Scope of Work shall include the Flexible Paving Work Class.

Additional Information – Permits, Licenses, Certifications, and General Regulations

Permits that are issued by the Public Works & Waste Management Department, Miami- Dade County for construction within the public right-of-way, as well as additional permits, which may be required by other municipalities or agencies, including those required for tree removal, **will be the responsibility of the Contractor.**

County Road Construction Projects – NO PERMITS issued to sub-contractors. Except work related to Traffic Signalization, School Flashing Signals, Internally Illuminated Street Name Sign (IISNS), Street lighting, and Traffic Signal Loops which will require a separate permit issued to an Electrical Contractor to perform such work.

Roadway Lighting:

Miami-Dade County Contractor's Certificate of Competency for the Prime Contractor is required in one of the following categories: Electrical or other categories as applicable to Chapter 10 of the Code of Miami-Dade County.

Roadway Lighting Contractor Licenses, Certifications, and General Regulations

General:

Contractor must have the following license(s), certifications, and must abide by the general requirements as set forth by the Miami-Dade Public Works & Waste Management Department (PWWM) to be qualified to perform Roadway Lighting Constructions/repairs, and/or maintenance activities in Miami-Dade County, Florida.

Contractor License:

1. Miami-Dade County Master Electrical Contractor License; or
2. State of Florida Certified Electrical Contractor License

In addition, to the above license(s) any Contractor who is engaged in installing, modifying, repairing, or maintaining the Roadway Street Light System in Miami-Dade County shall have all work performed under the supervision of an individual possessing a Certificate of Competency as a Master Electrician.

This individual must be on the job site or able to respond within four (4) hours of notification of any problem or emergency which may arise.

Roadway Lighting Contractor Licenses, Certifications, and General Regulations

Employee License(s), Certifications, and Requirements:

A Journeyman Electrician shall be present on the job site (each location) to supervise at all times the work in progress.

All Contractor employees engaged in working within the Public Right-of-Way shall possess an approved and valid Florida Department of Transportation (FDOT) Maintenance of Traffic (MOT) certification. Additionally, all persons performing flagging operations shall have, as a minimum, an approved and valid FDOT Flagging certification. The Contractor shall sign an affidavit with PWWM affirming that the Contractor and their employees have the proper and valid licenses and certification on each contract (County, State, Private or other Government Agency), prior to start of work. As need occurs, due to license(s) and certification(s) expiration and/or changes in personnel, the Contractor is required to submit the new documents to the Department immediately.



Small Business Development Division Project Worksheet

Project/Contract Title: JOINT PARTICIPATION AGREEMENT (JPA) BETWEEN MIAMI-DADE COUNTY AND THE CITY OF DORAL, NW 97 AVENUE FROM NW 70 STREET TO NW 74 STREET
Received Date: 09/04/2014
Project/Contract No: CD/PA-2013.01 RESUBMITTAL
Funding Source: ROAD IMPACT FEE (RIF)
Department: PUBLIC WORKS DEPARTMENT
Resubmittal Date(s): 09/17/2013
Estimated Cost of Project/Bid: \$1,489,472.00
Description of Project/Bid: To establish a JPA for the construction of a roadway improvement project along NW 97 Avenue from NW 70 Street to NW 74 Street which includes the construction of a new four (4) lane roadway from NW 70 Street to NW 74 Street with storm drainage system, pavement markings, signing, roadway lighting, associated sidewalk work, and curb and gutter work.

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	CSBE	22.94%

Reasons for Recommendation

This is a resubmittal from 9/17/13 due to an increase in the value, scope and design of this project. As a result, the CSBE Goal was increased from 19.75% to 22.94%.

An analysis of the factors contained in Section VI C of Implementing Order 3-22 indicates that a CSBE Subcontractor Goal is appropriate in the trades of electrical - 9.13%, traffic stripes & markings: painted and/or thermoplastic - 1.80%, and concrete curb & gutter - 12.01%.


CWP Not Applicable: Not in DTA

Trade Category: 237310-Highway, Street, and Bridge Construction; 238210-Electrical Contractors And Other Wiring Installation Contractors; 238990-All Other Specialty Trade Contractors

Small Business Contract Measure Recommendation				
Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Highway, Street, and Bridge Construction	CSBE	\$26,810.50	1.80%	91
All Other Specialty Trade Contractors	CSBE	\$178,885.59	12.01%	66
Electrical Contractors and Other Wiring Installation Contractors	CSBE	\$135,988.79	9.13%	125
Total		\$341,684.88	22.94%	

Living Wages: YES NO
 Highway: YES NO
 Heavy Construction: YES NO
Responsible Wages: YES NO
Building: YES NO

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal funds. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding agency, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION			
Tier 1 Set Aside _____	Tier 2 Set Aside _____		
Set Aside _____	Level 1 _____	Level 2 _____	Level 3 _____
Trade Set Aside (MCC) _____	Goal _____	Bid Preference _____	
No Measure _____	Deferred _____	Selection Factor _____	
CWP _____	 SBD Director		 Date

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **HIGHWAY**

Highway Construction projects include the construction, alteration or repairs of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM
(For Contractors Optional Use)

2014

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RESPONSIBLE WAGES AND BENEFITS
Construction Type: Highway

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SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at <http://www.municode.com/resources/gateway.asp?pid=10620&sid=9>.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January 1st of the year in which the work is performed.

B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County. If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Small Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

Small Business Development

Internal Services Department

111 N.W. 1st Street, 19th Floor, Miami, Florida 33128, (305) 375-3111.

Neither the contractor, nor any subcontractor on the project, may terminate an

employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

The contractor, and all subcontractors, must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. Form

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier

subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Implementing Order 3-24) shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings

Upon timely receipt of a request for an administrative hearing before a hearing officer to appeal a determination of non-compliance, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations together with a transcript of the hearing to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the hearing officer, and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and

Benefits Schedule for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and

Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees is in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2014

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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BRICKLAYERS & ALLIED CRAFTSMEN

Mechanics	\$ 20.00	\$ 2.15	\$ 3.40	\$ 25.55
Tile Finishers	15.00	2.15	3.40	20.55
Tile and Marble Helpers	13.00	2.15	3.40	18.55
Material Support & Clean Up Personnel (2)	10.00	2.15	3.40	15.55
Working Foreman	21.00	2.15	3.40	26.55
General Foreman	23.10	2.15	3.40	28.65
Industrial Rates	23.00	2.15	3.40	28.55
Refractory Rates	23.00	2.15	3.40	28.55

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fdoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	\$ 12.00	\$ 2.15	\$ 3.40	\$ 17.55
2nd 6 month period	14.00	2.15	3.40	19.55
3rd 6 month period	16.00	2.15	3.40	21.55
4th 6 month period	17.00	2.15	3.40	22.55
5th 6 month period	18.00	2.15	3.40	23.55
6th 6 month period	19.00	2.15	3.40	24.55

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) This classification may only be used for personnel working with Bricklayers.

Scope of work under this trade includes but is not limited to: all work performed in the trade of brick, stone, artificial, cement and marble masonry, plastering, marble, mosaic, terrazzo work, tile layer's work, cement or concrete block laying and pointing, caulking, grouting and cleaning of the material used in this work, together with any and all materials, natural or artificial, rough or cultured; whether quarried, manufactured or any substitute or replacement thereof regardless of the method or manner of installation; precast erectors, pool specialist and roof deck applicators. Also includes the caulking of window frames encased in masonry on brick, stone or cement structure including all grinding and cutting out on such work. All cork installation and substitute thereof, where cement or other plastic materials are used, when such cork is installed in floors, wall, partitions, roofs and ceiling, including cutting of closures to fill out corners.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
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 2014

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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CARPENTERS

Journeymen	\$ 22.20	\$ 4.22	\$ 1.80	\$ 28.22
Foreman (5 or more workers)	23.98	4.22	1.80	30.00
Foreman (12 or more workers)	24.86	4.22	1.80	30.88
General Foreman	25.75	4.22	1.80	31.77

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	\$ 13.76	\$ 4.22	\$ 1.80	\$ 19.78
2nd 6 month period	14.87	4.22	1.80	20.89
3rd 6 month period	15.98	4.22	1.80	22.00
4th 6 month period	17.09	4.22	1.80	23.11
5th 6 month period	18.20	4.22	1.80	24.22
6th 6 month period	19.31	4.22	1.80	25.33
7th 6 month period	20.42	4.22	1.80	26.44
8th 6 month period	21.53	4.22	1.80	27.55

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Acoustic Ceilings

The unloading, distribution and installation of all materials and component parts of all types of acoustic ceilings and plenums, regardless of their material composition or method of manner of their installation, attachment or connection, including, but not limited to the following items: all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of materials or methods of attachment, all integrated gypsum w' all board ceiling heat panels, fill, all main tees, cross tees, splines, splays, wall and ceiling angles or moldings, all backing board and all finish ceiling materials regardless of method of installation excepting acoustic plaster.

Doors

The unloading, distribution and installation of all prefinished wooden doors, hollow metal doors, overhead or mechanical doors, whether steel, aluminum or plastic and all supporting systems. Install all hollow metal jambs and hardware on doors whether they be interior or exterior.

Floor Covering

Carpeting including all measuring, lay-outs, remaking, cutting, fitting, sewing, binding, sizing, laying, stretching, repairing and installation, either by hand or power machine. The installation of resilient flooring to include the laying of all cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or laid in with linopaste, glue, mastic or substitute materials. All wood flooring, whether nailed or laid in mastic. All necessary preparatory work including the scraping, filling of holes, nailing, lay of paper or other underlayments. The sanding or refinishing of all wood floors either by hand or power machine.

Forms

The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2014

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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CARPENTERS - Continued

Furniture

The loading, unloading, handling, dismantling, distribution, erection, stockpiling, refurbishing, and installation of all modular and systems office furniture and all components parts, new and refurbished.

Lathing

The prefabricating, erecting, construction, furring, making and erecting of brackets, clips and hangers, wood, wire and metal lath to which plaster-type materials are applied; corner beads, arches erected for the purpose of holding plaster or cement.

The rigging, erecting, staying and fastening in any manner of all pre-cast aggregate panels of all types. All carrying bars, purlins and furring, regardless of size; light iron and metal furring of all descriptions for the receipt of metal lath, rock lath and all light iron when studs are to receive metal lath or rock lath for the application of plaster; and all other light iron furring erected to receive lath and plaster. The nailing, typing and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hybrid and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers to support suspended ceilings or any of the above types of light iron and metal furring which receive lath and plaster; the placing of all types of floor lath, such as hybrid lath, paperback steeltex floor lath, Penn metal rib, etc. The tying, nailing, clipping or fastening, mechanical or otherwise, of all types of lath regardless of size, such as wood lath, plasterboard, button board, flaxilinum board, bishopric, celetex, gypsum lath, foam and Styrofoam, rock lath or any and all other types of material erected to receive or hold plaster. The erection of all metal plastering accessories such as metal corner beads and other plastering accessories which are covered and/or serve as a ground of screed for plaster.

Material Procedures

The unloading, handling and erection and power rigging in connection with laminated wood arches, trusses and decks. All power rigging and signaling of Carpenters' materials. The operation and maintenance of small air compressors generators, electric or gasoline power motors for the operation of woodworking machinery. The unloading, handling and distribution of materials erected and installed, by carpenters. All prefabricated, manufactured and finished materials regardless of packing, shall be unloaded distributed and installed by the Carpenters. This shall include, but not be limited to all forms, templates, bolt, cabinets and all materials normally installed by Carpenters. Underpinning, lagging, bracing, propping and shoring, raising and moving of all building structures or parts thereof by the use of jack, power rigging or other methods shall be the work. This includes the unloading and setting of modular units and all work related thereto. The assembly and erection of pole and pre-engineered buildings.

Railing

The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Scaffolding

The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

Sink Tops and Cabinets

The unloading, distribution and installation of all sink tops, cabinets, hoods base and wall units.

Weather and Spray Protection

The fabrication, erection and removal of frames, enclosures of buildings or scaffoldings, the draping of tarps, of tarps, visqueen or similar coverings when secured by wire , nailing, bolting or clamps. The handling and setting up of all temporary enclosures.

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CARPENTERS - Continued

Widows, Walls and Partitions

The installation, erection and/or application of all material component parts of wall and partitions regardless of all materials composition or method or manner of their installation, attachment of connection, including but not limited to the following items: All floor and ceiling runners, studs, stiffeners, cross bracings, Te-Blocking, resilient channels, furring channels, doors and windows including frames, casing, molding, base, accessory trim items, gypsum drywall materials, the making and installing of all backing for fixtures and welding of studs or other fasteners to receive materials being applied; laminated gypsum systems backing board, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal installation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, all toilet partitions and insulated translucent wall and ceiling systems, and all other necessary or related work.

The erection of exterior metal studs and the installation windows metal or wood and those attached to metal studs.

The installation of rockwool, cork, fiberglass, tectum, Styrofoam and other insulation material used form sound of weatherproofing, the renewal for caulking and replacing of staff bead, brick mould and all Oakum, caulking, substitutes and all other caulking in connection there with, and the installation of chalkboards, cork and tack boards.

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ELECTRICAL WORKERS

Journeyman:

Wiremen	\$ 30.11	\$ 5.60	\$ 3.91	\$ 39.62
Cable Splicer	30.61	5.60	3.98	40.19
Welder	30.61	5.60	3.98	40.19
Foremen (2)	33.12	5.60	4.31	43.03
General Foremen (22 or more Journeyman)	36.13	5.60	4.70	46.43

Journeyman Wireman on projects awarded or bid prior to January 1, 2014 where the electrical portion of the contract is less than \$2 million.

\$27.15	\$ 5.60	\$ 3.91	36.66
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Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

First year	\$ 14.39	\$ 5.60	\$ 1.87	\$ 21.86
Second year	15.20	5.60	1.98	22.78
Third year	16.83	5.60	2.19	24.62
Fourth year	18.46	5.60	2.40	26.46
Fifth year	20.91	5.60	2.72	29.23

Add \$1.00 per hour to the per hour wage rate for Journeyman working in high hazardous locations.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where three (3) Journeyman are employed, one shall be designated foreman. One (1) additional Journeyman shall be designated foreman if there are 10-14 Journeyman, and one (1) additional for 15-21 Journeyman.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshows, events and industrial substations. The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems, pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightning protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

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ELECTRICAL WORKERS - Continued

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear.

APPRENTICE RATIO: Two (2) Apprentice to three (3) Journeymen.

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ELECTRICAL WORKERS (ELECTRIC SIGN)

Journeyman:

Wireman	\$ 25.25	\$ 5.60	\$ 3.28	\$ 34.13
Foremen (2)	27.78	5.60	3.61	36.99

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

First Year	\$ 14.39	\$ 5.60	\$ 1.87	\$ 21.86
Second Year	15.20	5.60	1.98	22.78
Third Year	16.83	5.60	2.19	24.62
Fourth Year	18.46	5.60	2.40	26.46
Fifth Year	20.91	5.60	2.72	29.23

Add \$2.00 per hour to the per hour wage rate for Journeyman working in high hazardous locations.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where seven (7) Journeyman are employed, one shall be designated foreman.

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

APPRENTICE RATIO: Two (2) Apprentice to three (3) Journeyman.

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IRONWORKERS

Journeyman	\$ 23.59	\$ 3.65	\$ 2.28	\$ 29.52
Foreman (2)	25.95	3.65	2.28	31.88
General Foremen (2)	28.31	3.65	2.28	34.24

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

First 6 months (750 Hrs or 11 months)	\$ 11.08	\$ 3.65	\$ -	\$ 14.73
Second 6 months (1000 Hrs)	12.97	3.65	-	16.62
Third 6 months (1000 Hrs)	14.15	3.65	-	17.80
Fourth 6 months (1000 Hrs)	15.33	3.65	-	18.98
Fifth 6 months (1000 Hrs)	16.51	3.65	-	20.16
Sixth 6 months (1000 Hrs)	17.70	3.65	-	21.35
Seventh 6 months (1000 Hrs)	18.87	3.65	-	22.52
Eighth 6 months (1000 Hrs)	20.05	3.65	-	23.70

Per Hour Premiums:

Diving Pay add Journeyman wages plus \$5.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Required when 2 or more Ironworkers are employed by one employer. When a crew exceeds 12 or more, another foreman is required. A General Foreman is required if three or more Ironworker Foreman are employed on a job.

Scope of work under this trade includes but is not limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types) column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, and glazing – caulking – sealants.

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices/Trainees

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****This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.**

LABORERS

Laborer Journeyman	\$ 14.50	\$ 2.75	\$ 1.92	\$ 19.17
Laborer I Journeyman (Industrial)	20.50	3.00	3.86	27.36
Laborer II Journeyman (Industrial)	21.00	3.00	3.86	27.86
Laborer III Journeyman (Industrial)	23.00	3.00	3.86	29.86

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	\$ 11.60	\$ 2.75	\$ 1.92	\$ 16.27
2nd 6 month period	12.33	2.75	1.92	17.00
3rd 6 month period	13.05	2.75	1.92	17.72
4th 6 month period	13.78	2.75	1.92	18.45

Per Hour Premiums:

\$1.00 Laborer Foreman

\$1.50 Laborer General Foreman

\$0.50 Mason and Plasterer Tenders, Concrete Placement-Patchmen and Finish Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper and Mixers, Cutting Torch, Hydro Blasting, Chain Saw.

\$2.50 Sidewalk and curb form builders and setters, Water Sewer and Storm Drain pipelayers, Asbestos Removal, Hazardous Waste and Lead Remediation

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Asphalt Paving Work Only (DAVIS BACON GENERAL DECISION NUMBER FL130280 09/20/2013)

Asphalt Raker	\$ 12.31	-	-	\$ 12.31
Asphalt Shoveler	12.31	-	-	12.31
Asphalt Spreader and Distributor	12.31	-	-	12.31

Scope of work includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

Scaffolds - erection, planking and removal.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc.

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^{3,3}This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.

LABORERS - Continued

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Streets, Ways and Bridges - Work in the excavation, preparation, concreting, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof. Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways, roadways, apron, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting, setting, leveling, and securing or bracing of metal or other road forms and expansion joints. Cutting of concrete for expansion joints. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The etting, leveling and grouting of all pre-cast concrete or stone curbs sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work.

Trenches, Manholes, Handling and Distribution of Pipe, etc. - Cutting of streets and ways for laying pipes,, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading, and resurfacing and all other labor connected therewith.

Sewers, Drains, Culverts and Multiplate - Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe and multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete back-filling, tamping, re-surfacing and paving of all ditches in preparation for the laying of pipe. Pipelaying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers, and all pipe for drainage.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading; Wrecking; and Railroad Track Work.

APPRENTICESHIP RATIO: One (1) Apprentice to three (3) Journeymen

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)

Journeymen Millwright	\$ 29.23	\$ 4.00	\$ 6.55	\$ 39.78
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Per Hour Premiums:

\$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)

\$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman.)

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st Year	\$ 18.99	\$ 4.00	\$ 6.55	\$ 29.54
2nd Year	21.92	4.00	6.55	32.47
3rd Year	24.84	4.00	6.55	35.39
4th Year	27.76	4.00	6.55	38.31
Journeymen Divers (2)	\$ 34.59	\$ 4.00	\$ 6.55	\$ 45.14
Diver Foreman	37.59	4.00	6.55	48.14
Diver Foreman (11 or more workers)	39.59	4.00	6.55	50.14
Diver Tenders	31.59	4.00	6.55	42.14

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Diver classification applies to any Millwright that performs work beneath the water surface.

Scope of work under this trade includes but is not limited to: installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen

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OPERATORS AND TRUCK DRIVERS (DAVIS BACON GENERAL DECISION NUMBER FL130280 09/20/13)

OPERATORS

Backhoe/Excavator/Trackhoe	\$ 16.24	\$ -		\$ 16.24
Bobcat/Skid/Steer/Skid Loader	12.88	-		12.88
Boom	18.95	-		18.95
Boring Machine	15.29	-		15.29
Broom/Sweeper	13.01	-		13.01
Bulldozer	16.77	-		16.77
Concrete Finishing Machine	15.44	-		15.44
Concrete Saw	14.43	-		14.43
Crane	22.46	-		22.46
Curb Machine	20.74	-		20.74
Distributor	13.29	-		13.29
Drill	14.78	-		14.78
Forklift	16.32	-		16.32
Gradall	14.71	-		14.71
Grader/Blade	20.22	3.85		24.07
Loader	15.53	-		15.53
Mechanic	18.03	-		18.03
Milling Machine	14.67	-		14.67
Oil Distributor	16.32	-		16.32
Paver	13.61	-		13.61
Piledriver	17.23	-		17.23
Post Driver (Guardrail /Fences)	14.45	-		14.45
Roller	13.67	-		13.67
Scraper	12.01	-		12.01
Screed	14.15	-		14.15
Striping Machine	15.07	-		15.07
Spray Nozzleman	11.16	-		11.16
Tractor	12.19	-		12.19
Trencher	14.74	-		14.74

TRUCK DRIVERS

Distributor	14.96	2.17		17.13
Dump Truck	12.19	-		12.19
Flatbed Truck	14.28	-		14.28
Lowboy Truck	15.07	-		15.07
Slurry Truck	11.96	-		11.96
Vactor Truck	14.21	-		14.21
Water Truck	13.17	1.60		14.77

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PAINTERS/WALL COVERING INSTALLATIONS

Painter - Commerical	\$ 15.75	\$ 3.80	\$ 3.38	\$ 22.93
Painter - Industrial	19.50	4.30	3.73	27.53
Painter - Bridge	28.00	4.30	5.60	37.90

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	\$ 10.24	\$ 3.80	\$ 3.38	\$ 17.42
2nd 6 months	11.03	3.80	3.38	18.21
3rd 6 months	11.81	3.80	3.38	18.99
4th 6 months	12.60	3.80	3.38	19.78
5th 6 months	13.39	3.80	3.38	20.57
6th 6 months	14.18	3.80	3.38	21.36
7th and 8th 6 months	14.96	3.80	3.38	22.14

Per Hour Premiums:

- \$1.00 Chargeperson working up to 5 employees
- \$1.50 Chargeperson working 6 or more employees
- \$1.00 General Foreman above highest paid chargeperson.

Highway/Parking Lot Striping Only (DAVIS BACON GENERAL DECISION NUMBER FL130280 09/20/13)

Painter (Highway/Parking Lot Striper)	\$ 12.13	-	-	\$ 12.13
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(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

The inspection of all coatings and/or coating systems during their applications.

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2014

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
------------------------------------	-----------------------	-----------------------------------	--------------------------------	-----------------------------

PILEDRIVERS, BRIDGE CARPENTERS & DIVERS

Journeyman Piledrivers and Bridge

Carpenters	\$ 23.20	\$ 3.51	\$ 5.35	\$ 32.06
Foreman (10 or less workers)	25.70	3.51	5.35	34.56
Foreman (11 or more workers)	26.20	3.51	5.35	35.06
Journeyman Divers	\$ 28.65	\$ 3.51	\$ 5.35	\$ 37.51
Foreman (10 or less workers)	31.15	3.51	5.35	40.01
Foreman (11 or more workers)	31.65	3.51	5.35	40.51
Diver Tenders	23.20	3.51	5.35	32.06

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - <http://www.fldoe.org/workforce/apprenticeship>. Please see page 6 of the Supplemental General Conditions for more information.

1st year	\$ 13.92	\$ 3.51	\$ 5.35	\$ 22.78
2nd year	16.24	3.51	5.35	25.10
3rd year	18.56	3.51	5.35	27.42
4th year	20.88	3.51	5.35	29.74

Per Hour Premiums:

\$0.50 Certified Welders

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks deck, and temporary flotation devices;

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles;

Foundation work, including all oiling, whether cast-in-place, poured-in-place, driven, jetted, augered, pre-augered or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of walling, spring and fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2014

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
------------------------------------	-----------------------	-----------------------------------	--------------------------------	-----------------------------

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Miami Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

Internal Services Department
 Small Business Development
 The Stephen P. Clark Center
 111 N.W. 1st Street - 19th Floor
 Miami, Florida 33128-1906
 Phone Number: (305) 375-3111
 Fax Number: (305) 375-3160

NOTICE



County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE

You must be paid not less than the required base hourly rate for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the schedule posted with this notice for the type of work you are performing as listed on the wage and benefits schedule applicable to this project.

APPRENTICES & TRAINEES

Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS

Sanctions for a first time offender are 10% of the amount of underpayment payable to the County. The sanctions increase to 20% for the second violation and 30% for the third violation. Contractors found in violation a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
SMALL BUSINESS DEVELOPMENT
111 NW 1ST STREET, 19TH FLOOR, MIAMI, FLORIDA 33128-1975
TELEPHONE: (305) 375-3111 FAX: (305) 375-3160
WEB PAGE: <http://www.miamidade.gov/business/reports-wages.asp>



Carlos A. Gimenez, Mayor

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared Felix Acosta
(PRINT NAME)
the President of Acosta Tractors, Inc.
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

who attests that Acosta Tractors, Inc. shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits,
section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the
contract documents.

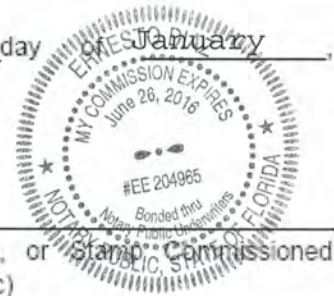
State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this 20th day of January,
2015.

Personally known or _____ produced identification.

[Signature]
(Signature of Notary Public - State of Florida)
Name of

(Print, Type, or Stamp Commissioned
Notary Public)



Type of identification produced: _____

Delivering Excellence Every Day



SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM

Name of Prime Contractor Firm _____ Contact Person _____

Address _____ Phone _____ Fax _____ Email _____

Project Name _____ Project Number _____

CSBE Contract Measure _____

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
Prime Contractor Total Percentage:				

The undersigned intends to perform the following work in connection with the above contract:

Name of CSBE Subcontractor	CSBE Cert. No.	Certification Expiration Date	Scope of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	(if applicable) CSBE Make-Up % of Bid
Subcontractor Total Percentage:					

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature _____ Prime Print Name _____ Prime Print Title _____ Date _____

Subcontractor Signature _____ Subcontractor Print Name _____ Subcontractor Print Title _____ Date _____

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

- Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
- Check this box if Form SBD 303 has been submitted in your pricing envelope.



SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM

Name of Prime Contractor Firm Acosta Tractors, Inc. Contract Person Frank Acosta
 Address 11986 NW 97th Ave. Hialeah Gardens, FL 33183 Phone 605556-0473 Fax 605556-8268 Email frank@acostatractors.com
 Project Name NW 97th Ave Roadway Construction from NW 70th to 74th St Project Number ITB# 2014-46
 CSBE Contract Measure 22,949b

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scope of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
<u>Acosta Tractors, Inc.</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>77.06%</u>

Prime Contractor Total Percentage: _____

The undersigned intends to perform the following work in connection with the above contract:

Name of CSBE Subcontractor	CSBE Cert. No.	Certification Expiration Date	Scope of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	(if applicable) CSBE Make-Up % of Bid
<u>Guardrail Fence</u>	<u>11434</u>	<u>5/31/2017</u>	<u>Guardrail / Fencing</u>	<u>2.5%</u>	<u>N/A</u>
Subcontractor Total Percentage:					

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

[Signature] Prime Signature Felix Acosta Prime Print Name President Prime Print Title 01/15/2015 Date

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

[Signature] Subcontractor Signature Jorge Gomez Subcontractor Print Name President Subcontractor Print Title 1/19/15 Date

- Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
- Check this box if Form SBD 303 has been submitted in your pricing envelope.



SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM

Name of Prime Contractor Firm Acosta Teachers, Inc. Contract Person Frank Acosta

Address: 1986 NW 97 Ave Hialeah Gardens, FL 33009 Phone: 605-556-0473 Fax: 605-556-8268 Email: frank@acostacontractors.com

Project Name: NW 97th Ave Roadway Construction from NW 70th to 74th St Project Number: ITB #2014-46

CSBE Contract Measure: 22.94%

This form must be completed by the Prime Contractor and the CSBE subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
<u>Acosta Teachers, Inc.</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>77.06%</u>

Prime Contractor Total Percentage: 77.06%

The undersigned intends to perform the following work in connection with the above contract:

Name of CSBE Subcontractor	CSBE Cert. No.	Certification Expiration Date	Scope of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	(if applicable) CSBE Make-Up % of Bid
<u>Mick's Concrete Serv.</u>	<u>14354</u>	<u>01/31/2015</u>	<u>Concrete</u>	<u>9%</u>	<u>N/A</u>
Subcontractor Total Percentage:					

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature: [Signature] Prime Name: Edix Acosta Prime Title: President Date: 01/15/2015

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature: [Signature] Subcontractor Name: Edix Acosta Subcontractor Title: President Date: 01/15/2015

- Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
- Check this box if Form SBD 303 has been submitted in your pricing envelope.



SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM

Name of Prime Contractor: Accosta Tractors, Inc Address: 1198 E. NW 17th Ave, Hollywood, Florida, FL 33020
 Project Name: 11097th Ave Roadway Reconstruction from DUW 70th to 74th St Project Number: ITB # 2014-46
 SBI # submitted: 22,94%

The bidder must be registered in the Prime Contractor's state and the SBI value must show that will be certified for support of small and disadvantaged bidder. Bidder must include the form with bid document at the time of bid opening. The form must be attached to the bid envelope for SBI under 20% of contract.

Name of Prime Contractor	Registration No.	Expiration Date	Type of SBI Bid	Prime Contractor Total Percentage	Prime Contractor % of Bid
Accosta Tractors, Inc	N/A	N/A	N/A		77.06%

Name of SBE Bidder	Registration No.	Expiration Date	Type of SBE Bid	Percentage of Bid	Registration No.	Expiration Date
RAD Electric	11757	04/30/2016	Electrical	9%	N/A	N/A

Name of SBE Bidder: Rad Electric Name of Prime Contractor: Accosta Tractors, Inc
 Title: President Title: President
 Signature: [Signature] Signature: [Signature]
 Date: 11/13/2015 Date: 11/13/2015

- Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
- Check this box if Form SBD 303 has been submitted in your pricing envelope.

MIAMI-DADE

SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM

Name of Prime Contractor: Acosta Tractor's Inc. Contact Person: Frank Acosta
Address: 1186 NW 97 Ave Hialeah Gardens, FL 33018 Phone: 605.556.0473 Fax: 605.556.8268 Email: frank@acostatractors.com
Project Name: NW 97th Ave Roadway Construction from NW 20th to 74th Street Project Number: ITB # 2014-46
CSBE Contract Measure: 22.94%

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scope of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. (if applicable)	Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor Total Percentage	Prime Contractor % of Bid
Acosta Tractors Inc.	N/A	N/A	N/A		77.06%

The undersigned intend to perform the following work in connection with the above contract:

Name of CSBE Subcontractor	CSBE Cert No.	Certification Expiration Date	Scope of CSBE work to be performed by subcontractor	Subcontractor % of Bid CSBE	If applicable CSBE Make-Up % of Bid
P&S Striping, Inc.	13473	11/30/2017	Striping	2.44%	N/A
Subcontractor Total Percentage:					

I certify that the information contained in this form is to the best of my knowledge true and accurate.
Frank Acosta Prime Signature
Felix Acosta Prime Print Name
President Prime Print Title
01/15/2015 Date

The undersigned has personally interviewed, inspected, visited, and provided goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding for its responsibility, and provided such goods or services in connection with normal business practices, and the ability to otherwise meet the bid specifications.
Valerie Beuf Subcontractor Signature
Torka Brummett Subcontractor Print Name
Vice President Subcontractor Print Title
01/15/2015 Date

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
 Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
 Check this box if Form SBD 303 has been submitted in your pricing envelope.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

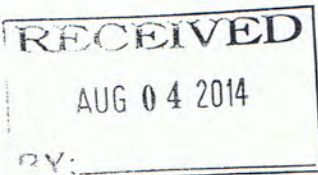
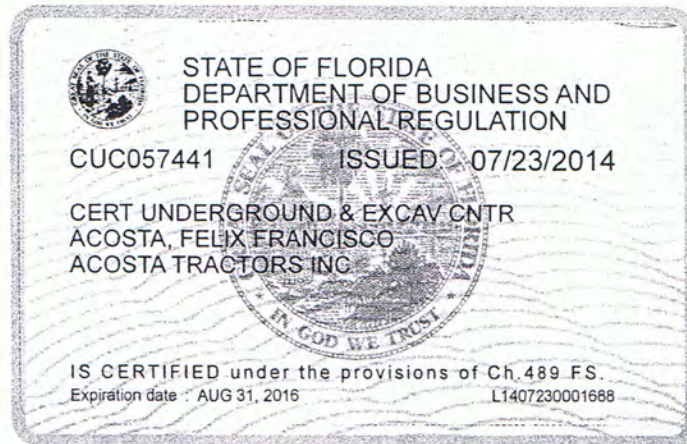
(850) 487-1395

ACOSTA, FELIX FRANCISCO
ACOSTA TRACTORS INC
11986 NW 97TH AVENUE
HIALEAH GARDENS FL 33018

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. 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

LICENSE NUMBER
CUC057441

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



ACOSTA, FELIX FRANCISCO
ACOSTA TRACTORS INC
11986 NW 97TH AVENUE
HIALEAH GARDENS 33018



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



LICENSE NUMBER

CGC1504883

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

ROS, ALEJANDRO E
ACOSTA TRACTORS INC
11986 NW 97TH AVENUE
HIALEAH GARDENS FL 33018



ISSUED: 07/14/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407140000969

State of Florida

Department of State

I certify from the records of this office that ACOSTA TRACTORS INC is a corporation organized under the laws of the State of Florida, filed on April 25, 1973.

The document number of this corporation is 424214.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on April 10, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Fourteenth day of April, 2012*

Ken DeFries

Secretary of State



Authentication ID: 200228386582-041412-424214

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E184

ACOSTA TRACTORS INC

D.B.A.:

F. Acosta
ACOSTA FELIX

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

VALID FOR CONTRACTING UNTIL 09/30/2015

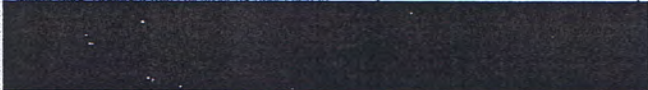
QUALIFYING TRADE(S)

- 0003 PIPE LINE ENG
- 0007 PAVING ENGINEERING

Charles Danger P.E.
Secretary of the Board



www.miamidade.gov/development



Master Contractor's Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



1057389

BUSINESS NAME/LOCATION

ACOSTA TRACTORS INC
11986 NW 97 AVE
HIALEAH GARDENS FL 33018

RECEIPT NO.

NEW
7454057

EXPIRES
SEPTEMBER 30, 2015

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

OWNER

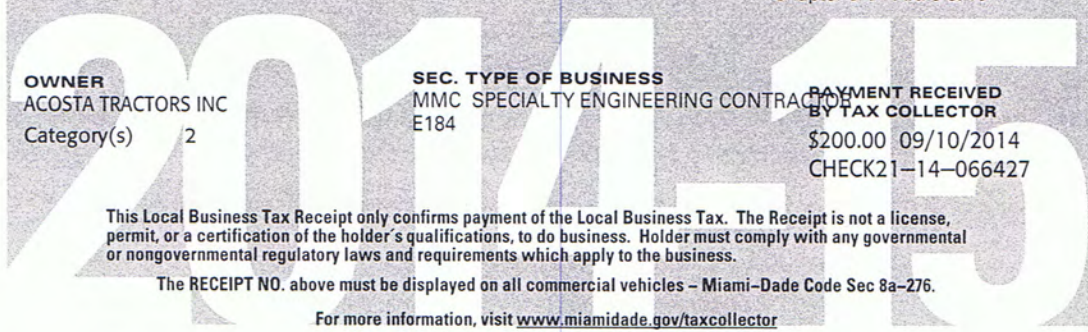
ACOSTA TRACTORS INC
Category(s) 2

SEC. TYPE OF BUSINESS

MMC SPECIALTY ENGINEERING CONTRACTOR
E184

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$200.00 09/10/2014
CHECK21-14-066427



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

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6903802

BUSINESS NAME/LOCATION

ACOSTA TRACTORS INC
1086 NW 97 AVE
HIALEAH GARDENS FL 33018

RECEIPT NO.

RENEWAL
7179567

EXPIRES
SEPTEMBER 30, 2015

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

OWNER

ACOSTA TRACTORS INC
Worker(s) 10

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR
CGC1504883

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 08/26/2014
CHECK21-14-054840

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

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

1057389

BUSINESS NAME/LOCATIONACOSTA TRACTORS INC
11986 NW 97 AVE
HIALEAH GARDENS FL 33018**RECEIPT NO.****RENEWAL**
1057389**LBT****EXPIRES**
SEPTEMBER 30, 2015Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**ACOSTA TRACTORS INC
Worker(s) 10**SEC. TYPE OF BUSINESS**196 SPECIALTY ENGINEERING CONTRACT
E184**PAYMENT RECEIVED
BY TAX COLLECTOR**\$45.00 09/10/2014
CHECK21-14-066427

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



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 22, 2014

ACOSTA TRACTORS, INC.
11986 NW 97TH AVE
HIALEAH GARDENS FL 33018

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2015. However, the new application is due 4/30/2015.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

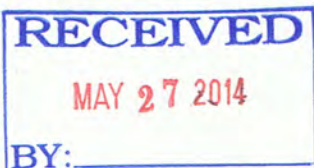
FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES

FDOT APPROVED SPECIALITY CLASSES OF WORK:

CONCRETE AND BRICK SIDEWALKS, CURBS, APRONS, AND UNDERGROUND UTILITIES (WATER & SEWER)

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.



Sincerely,

Juanita Moore, Manager
Contracts Administration Office

JM:cj

EQUIPMENT LIST

Label	No.	Make & Model	Year	Serial Number
CASE EQUIPMENT				
B1	1	Case 450B Bulldozer	1984	3075551
B2	2	Case 1150E Bulldozer	1994	JJG0218002
B3	3	Case 550G Bulldozer	1997	JJG0255204
B4	4	Case 1150G Bulldozer	1999	JJG0257403
B5	5	Case 550H Bulldozer	2006	CAL000521
L1	6	Case 621B Loader (Loader #1)	1992	JAK0027646
L2	7	Case 621B Loader (Loader #2)	1995	JEE0041299
L3	8	Case 621B Loader (Loader #3)	1996	JEE0050139
R3	9	Case 252 Roller	1992	JKC7513325
R4	10	Case 1102 Roller	1993	JKC8106322

Label	No.	Make & Model	Year	Serial Number
JOHN DEERE EQUIPMENT				
B6	11	John Deere 700J LGP Bulldozer	2007	T0700JX132293
B7	12	John Deere 700J LGP	2011	1T0700JXB0196419
BH1	13	John Deere 310SE Backhoe	1998	842814
BH2	14	John Deere 310SJ Wheel Loader Backhoe	2008	T0310SJ143560
BH3	15	John Deere 310JXT Wheel Loader Backhoe	2008	T0310JX157304
BH5	16	John Deere 310J Backhoe Loader	2011	1T0310JXHB0199650
G3	17	John Deere 570B Motor Grader	1994	545100
G4	18	John Deere 670CH Motor Grader	2003	DW670CH588106(S)
S2	19	John Deere 5105 Tractor w/Sweeper	2004	LV5105C512274



SS1	20	John Deere 318D Skid Steer Loader	2011	1T0318DLLBG205976
LM1	21	John Deere Z225 Lawn Mower	2009	
LM2	22	John Deere Z245 Lawn Mower	2010	MOZ425B084401

Label	No.	Make & Model	Year	Serial Number
KOMATSU EQUIPMENT				
E1	23	Komatsu PC200LC-5 Excavator	1994	A70827
E2	24	Komatsu PC300LC-6 Excavator	1996	A80408
E3	25	Komatsu PC228USLC-3 Excavator (Excavator #1)	2002	21464
E4	26	Komatsu PC228USLC-3 Excavator (Excavator #2)	2003	30498
E5	27	Komatsu PC308 USLC-3 Excavator	2005	20273
L5	28	Komatsu WA250-3 Loader (Loader #1)	2001	A71458
L6	29	Komatsu WA250-3 Loader (Loader #2)	2003	A73226
L7	30	Komatsu WA250-5L Loader (Loader #3)	2006	A74224
L8	31	Komatsu WA250-5L Loader (Loader #4)	2006	A74287
L9	32	Komatsu WA320-5L Loader	2006	A33152
L10	33	Komatsu WA320-6 Wheel Loader	2012	A35306

Label	No.	Make & Model	Year	Serial Number
INGERSOLL RAND EQUIPMENT				
R5	34	Ingersoll Rand DD-22 Roller (Roller #1)	1998	152995
R6	35	Ingersoll Rand SD-100DB Roller (Roller #1)	2000	159701
R7	36	Ingersoll Rand DD-22 Roller (Roller #2)	2000	162204
R8	37	Ingersoll Rand DD-22 Roller (Roller #3)	2000	162223
R9	38	Ingersoll Rand DD-24 Roller	2002	170778
R10	39	Ingersoll Rand SD-100D Roller (Roller #2)	2007	52963
R12	40	Ingersoll Rand SD-100D Roller (Roller #3)	2004	169133

Label	No.	Make & Model	Year	Serial Number
MISCELLANEOUS EQUIPMENT				
AC1	40	Sullair Portable Air Compressor Model 185DPQ-J	2005	004148330
BH4	41	Caterpillar 420E 4x4 Backhoe Loader	2012	DJL 04052
CR1	42	Pegson 428 Trakpactor Crusher	2006	280208DD
E6	43	Kobelco SK480 Excavator	2006	YS06U0500
E7	44	Kobelco SK485LC Excavator	2009	YS07-U0752
FL1	45	Toyota 62-6FDU25 Fork Lift	2004	60384
G1	46	Huber M850A Grader (Grader #1)	1989	M341
G2	47	Huber M850 Maintainer (Grader #2)	1989	M102
GN1	48	Magnum MMG35 Generator	2005	058206
MM1	49	WIRTGEN W2000 Pavement Profiler	2005	6.20.15000310.0649
P1	50	Neal Paver Model DM5500	1994	0042-1078
P2	51	1550C Mauldin Paver	2006	201636
PC1	52	Wacker Vibratory Plate Compactor Model DPU50	2008	1878470
R1	53	530A Hyster 9 Wheel Traffic Roller	1987	A091C4127N
R2	54	Hyster 5-8 Ton Roller	1987	23456H (RL581)
R11	55	Dynapac CS142N Vibratory Compactor	2009	21120279
S1	56	Massey Ferguson MF253-2 Sweeper	1997	F12488
SS2	57	New Holland LS-170 Skid Steer	2004	LMU008639
TS1	58	300 Anders Hot Tack Sprayer	2007	H550570475TR
G5	59	Caterpillar Motor Grader	2014	R9N00167
SS3	60	Caterpillar Skid Steer Loader	2014	DZT00727