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RESOLUTION NO. 09-77

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGEWIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE III; APPROVING THE SELECTION OF TASCO ENGINEERING GROUP, INC., TO PROVIDE CONSTRUCTION SERVICES FOR DRAINAGE IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$140,845; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village administration contracted with Corzo, Castella, Carballo, Thompson, Salman, P.A. (C3TS, P.A.) to provide drainage engineering and planning for the preparation of drainage improvements in the area of SW 84th Ave between SW 168th St and SW 170th Terr, SW 179th Terr between SW 77th Ave and SW 75th Ave, SW 79th Ave between SW 141st Terr and SW 143rd St, SW 140th Terr between SW 79th Ct and SW 80th Ave, SW 179th Ct between SW 141st Terr and SW 143rd St, SW 174th St between se 92nd Ave and SW 92nd Ct, and SW 80th Ave between SW 144th St and SW 145th St in accordance with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, Florida Department of Transportation and the Department of Environmental Resource Management; and,

WHEREAS, Corzo Castella Carballo Thompson Salman, P.A. (C3TS) evaluated drainage improvements in localized areas with no history of flooding and according to data collection and field evaluations C3TS recommends implementing drainage improvements to reduce localized flooding during severe storm events; and,

WHEREAS, a competitive bid process was followed for construction services for drainage improvements with the issuance of Invitation to Bid No. 2009-PW-104 on August 10th, 2009; and,

WHEREAS, after a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Tasco Engineering Group, Inc. was the lowest, most inclusive and responsible bid; and,

WHEREAS, during the evaluation of the bid submitted by Tasco Engineering Group, Inc. in the amount of \$140,865, C3TS found a calculation error resulting in a \$20.00 decrease in the total bid amount; and,

WHEREAS, therefore, the total cost for the project to be awarded to Tasco Engineering Group, Inc. is \$140,845; and,

WHEREAS, the Department of Public Works recommends that it is in the best interest of the Village to establish a contract with Tasco Engineering Group, Inc., which submitted the lowest, most inclusive and responsible bid to provide the requested drainage improvements in accordance with Invitation to Bid No. 2009-PW-104; and,

Bid To Village of Palmetto Bay

Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, FL 33157

Gentlemen:

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Bid or the Contract to be entered into, as principals, are named herein; and that this Bid is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this Bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the proposed Work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the Work generally described as follows:

Construct various drainage improvements for the Village (Contract No. 2009-PW-104) at five locations identified in the attached drawings. The Project shall include but not be limited to drainage improvements and site restoration throughout the Project areas. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the contractor. Construction of this Project will require close coordination with the Village and Engineer.

It is proposed that the Project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the Total Bid Amount, and in accordance with Section 16 (Award of Contract) in the Instructions to Bidders.

TOTAL BID AMOUNT

\$ 140,865.⁰⁰

TOTAL BID AMOUNT (IN WORDS) One hundred forty thousand, Eight hundred sixty five dollars and zero cents

VILLAGEWIDE DRAINAGE IMPROVEMENTS - Phase III
VILLAGE OF PALMETTO BAY
C3TS PROJECT NO. 01632-010

BID FORM

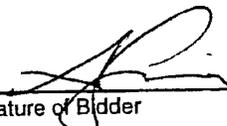
Bid prices stated in the proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Payment for this project will be based upon completion of the entire project as a lump sum contract, in accordance with the Project Manual.
 Refer to Section 01025, Measurement and Payment, for Basis of Payment of the following pay items.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Site 1 - SW 84TH AVE (from SW 170TH TER to SW 168TH ST)					
1.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ 4,880. ⁰⁰	\$ 4,880. ⁰⁰
1.02	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	160	L.F.	\$ 84.50	\$ 13,520. ⁰⁰
1.03	F & I 12" diameter DIP	32	L.F.	\$ 48. ⁰⁰	\$ 1,536. ⁰⁰
1.04	F & I 17" x 27" catch basin (w/ frame & grate)	2	EA.	\$ 1,365. ⁰⁰	\$ 2,730. ⁰⁰
1.05	F & I Manhole (5' diameter w/ ring and cover)	2	EA.	\$ 2,380. ⁰⁰	\$ 4,760. ⁰⁰
1.06	Cut existing drainage pipe and fit new manhole with concrete jacket	1	EA.	\$ 540. ⁰⁰	\$ 540. ⁰⁰
1.07	Landscaping, swale, concrete, pavement, and driveway (asphalt, brick, or concrete) restoration	1	L.S.	\$ 2,200. ⁰⁰	\$ 2,200. ⁰⁰
1.08	Contingency	1	L.S.	\$ 4,000	\$ 4,000
Site 1 - Sub-Total					\$ 34,186.⁰⁰

Site 2 - SW 179TH TER (from 77TH AVE to cul-de-sac)

2.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ 3,000. ⁰⁰	\$ 3,000. ⁰⁰
2.02	F & I Manhole (5' diameter w/ ring and cover)	1	EA.	\$ 2,470. ⁰⁰	\$ 2,470. ⁰⁰
2.03	F & I manhole (3.5' diameter w/ ring and cover)	1	EA.	\$ 1,620. ⁰⁰	\$ 1,620. ⁰⁰
2.04	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	135	L.F.	\$ 85. ⁰⁰	\$ 11,475. ⁰⁰
2.05	Cut existing drainage pipe and fit new manhole with concrete jacket	1	EA.	\$ 650. ⁰⁰	\$ 650. ⁰⁰
2.06	Landscaping, swale, concrete, pavement, and driveway (asphalt, brick, or concrete) restoration	1	L.S.	\$ 2,280. ⁰⁰	\$ 2,280. ⁰⁰
2.07	Contingency	1	L.S.	\$ 4,000	\$ 4,000
Site 2 - Sub-Total					\$ 25,495.⁰⁰

Tasco Engineering Group, Inc.
 Name of Bidder


 Signature of Bidder

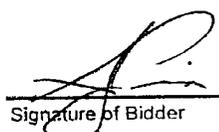
VILLAGEWIDE DRAINAGE IMPROVEMENTS - Phase III
 VILLAGE OF PALMETTO BAY
 C3TS PROJECT NO. 01632-010

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Site 3 - Three areas adjacent to SW 141st Terrace (Details C, D, & E)					
3.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ 3,300. ⁰⁰	\$ 3,300. ⁰⁰
3.02	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	160	L.F.	\$ 85. ⁰⁰	\$ 13,600. ⁰⁰
3.03	F & I 17" x 27" catch basin (w/ frame & grate)	2	EA.	\$ 1,365. ⁰⁰	\$ 2,730. ⁰⁰
3.04	F & I 12" diameter DIP	64	L.F.	\$ 48. ⁰⁰	\$ 3,072. ⁰⁰
3.05	F & I catch basin (3.5' diameter w/ frame & grate)	5	EA.	\$ 1,620. ⁰⁰	\$ 8,100. ⁰⁰
3.06	F & I Pollution Retardant Baffle	5	EA.	\$ 220. ⁰⁰	\$ 1,100. ⁰⁰
3.07	Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base)	1	EA.	\$ 250. ⁰⁰	\$ 250. ⁰⁰
3.08	Landscaping, swale, concrete, pavement, and driveway (asphalt, brick, or concrete) restoration	1	L.S.	\$ 2,370. ⁰⁰	\$ 2,370. ⁰⁰
3.09	Contingency	1	L.S.	\$6,000	\$6,000
Site 3 - Sub-Total					\$ 40,522.⁰⁰

Site 4 - SW 174TH ST (from SW 92ND CT to SW 92ND AVE)

4.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ 2,480. ⁰⁰	\$ 2,480. ⁰⁰
4.02	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	54	L.F.	\$ 86. ⁵⁰	\$ 4,671. ⁰⁰
4.03	F & I 17" x 27" catch basin (w/ frame & grate)	2	EA.	\$ 1,365. ⁰⁰	\$ 2,730. ⁰⁰
4.04	F & I manhole (3.5' diameter w/ ring and cover)	2	EA.	\$ 1,630. ⁰⁰	\$ 3,260. ⁰⁰
4.05	F & I 12" diameter DIP	23	L.F.	\$ 50. ⁰⁰	\$ 1,150. ⁰⁰
4.06	Asphalt Apron (1" Type S-3 Asphalt, 6" Limerock Base)	1	EA.	\$ 230. ⁰⁰	\$ 230. ⁰⁰
4.07	Landscaping, swale, concrete, pavement, and driveway (asphalt, brick, or concrete) restoration	1	L.S.	\$ 1,885. ⁰⁰	\$ 1,885. ⁰⁰
4.08	Contingency	1	L.S.	\$3,000	\$3,000
Site 4 - Sub-Total					\$ 19,406.⁰⁰

Tasco Engineering Group, Inc.
 Name of Bidder


 Signature of Bidder

VILLAGEWIDE DRAINAGE IMPROVEMENTS - Phase III
VILLAGE OF PALMETTO BAY
C3TS PROJECT NO. 01632-010

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Site 5 - SW 80TH AVE (from SW 144TH ST to SW 145TH ST)					
5.01	General Items: mobilization, dust control, maintenance of traffic, advanced exploration of existing utilities, performance and payment bond	1	L.S.	\$ <u>3,200.⁰⁰</u>	\$ <u>3,200.⁰⁰</u>
5.02	F & I exfiltration trench (4' wide, 15' deep, 15" diameter)	65	L.F.	\$ <u>85.⁰⁰</u>	\$ <u>5,525.⁰⁰</u>
5.03	F & I 17" x 27" catch basin (w/ frame & grate)	1	EA.	\$ <u>1,365.⁰⁰</u>	\$ <u>1,365.⁰⁰</u>
5.04	F & I catch basin (3.5' diameter w/ frame & grate)	2	EA.	\$ <u>1,630.⁰⁰</u>	\$ <u>3,260.⁰⁰</u>
5.05	F & I Pollution Retardant Baffle	2	EA.	\$ <u>250.⁰⁰</u>	\$ <u>500.⁰⁰</u>
5.06	F & I 12" diameter DIP	32	L.F.	\$ <u>48.⁰⁰</u>	\$ <u>1,536.⁰⁰</u>
5.07	Landscaping, swale, concrete, pavement, and driveway (asphalt, brick, or concrete) restoration	1	L.S.	\$ <u>2,870.⁰⁰</u>	\$ <u>2,870.⁰⁰</u>
5.08	Contingency	1	L.S.	\$ <u>3,000</u>	\$ <u>3,000</u>
Site 5 - Sub-Total					\$ <u>21,256.⁰⁰</u>

GRAND TOTAL IN FIGURES (LUMP SUM) \$ 140,865.⁰⁰
 GRAND TOTAL (WRITTEN): One hundred forty thousand, eight hundred sixty five dollars and zero cents
 Bidder: TASCO Engineering Group
 By: AL GARCIA Title: Secretary / Treasurer
 Telephone: 305.455.1377 Fax: 305.455.1396

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	<u>TRENCH SAFETY MEASURE (DESCRIPTION)</u>	<u>UNITS OF MEASURE (LF, SY)</u>	<u>UNIT (QUANTITY)</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
A.	<u>Trench Box</u>	<u>LF</u>	<u>300</u>	<u>5.00</u>	<u>\$ 1,500.⁰⁰</u>
B.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
C.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Failure to complete the above shall result in the Bid being declared non-responsive.

QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are deemed in the Village's sole discretion to be responsible and qualified will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

- 1) NAME OF PROJECT Permanent Traffic Calming Devices (Chimney)
 YEAR OF PROJECT 2009
 OWNER OF PROJECT Village of Palmetto Bay
 OWNER TELEPHONE NO. _____
 LOCATION OF PROJECT SW. 174 ST & SW 92 ave
 DESIGNING ENGINEER Corradino Group
 ADDRESS _____
 SCOPE OF WORK Drainage, Traffic Calming, Paving
 APPROXIMATE VALUE \$ 156,000.⁰⁰

- 2) NAME OF PROJECT Sage Bay Drainage
 YEAR OF PROJECT 2009
 OWNER OF PROJECT Town of Cutler Bay
 OWNER TELEPHONE NO. 305-234-4262
 LOCATION OF PROJECT SW 179 Ter & 79 ave
 DESIGNING ENGINEER Kimley-Horn & Assoc.
 ADDRESS _____
 SCOPE OF WORK Drainage & Asphalt
 APPROXIMATE VALUE \$ 245,000.⁰⁰

- 3) NAME OF PROJECT Stormwater Improvement
 YEAR OF PROJECT 2008
 OWNER OF PROJECT City of Miami Gardens
 OWNER TELEPHONE NO. 305-622-8000

LOCATION OF PROJECT	<u>NE 203 ST & 37 AVENUE</u>
DESIGNING ENGINEER	<u>City of Miami Gardens</u>
ADDRESS	_____
SCOPE OF WORK	<u>Drainage and paving</u>
APPROXIMATE VALUE	<u>\$ 50,000⁰⁰</u>

List of Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work:

- 1a. NAME OF SUBCONTRACTOR _____
- 1b. DESCRIPTION OF WORK _____
- 2a. NAME OF SUBCONTRACTOR _____
- 2b. DESCRIPTION OF WORK _____
- 3a. NAME OF SUBCONTRACTOR _____
- 3b. DESCRIPTION OF WORK _____
- 4a. NAME OF SUBCONTRACTOR _____
- 4b. DESCRIPTION OF WORK _____

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within fifteen (15) calendar days after the date on which Notice of Intent to Award is received and to be substantially complete within 60 calendar days and finally complete with all work within not more than 90 calendar days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee meeting all requirements of the Instructions to Bidders and Contract Documents consisting of five percent (5%) of Base Bid Amount.

The undersigned furthermore agrees that, in case of failure on his part to execute said Contract and Bonds within fifteen (15) days after the Notice of Intent to Award, the check, bond or other security accompanying his Bid and the money payable thereon, shall become the property of the Village, as agreed for liquidated damages.

The undersigned, if awarded the Contract, agrees to furnish at time of signing of Contract, Performance and Payment Bonds each in the amount of 100% of the Contract as set forth in Instructions to Bidders.

The undersigned states that this Bid is the only Bid for this Project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all Work until final acceptance.

SUBMITTED August 31, 2009
FIRM NAME TASCO Engineering Group, Inc.
BUSINESS ADDRESS 301 E. 10 Avenue, Hialeah, FL 33010
BUSINESS TELEPHONE (305) 455-1377
SIGNATURE OF RESPONSIBLE OFFICIAL [Signature]
TITLE Secretary/Treasurer
STATE OF INCORPORATION FLORIDA

FULL NAMES & ADDRESSES OF
PERSONS OR PARTIES INTERESTED
IN THE FOREGOING BID, AS PRINCIPALS:
AL Garcia - 4319 SW 97 Ave, Miami, FL 33165
Carlos Pajon - 2845 Glencastle Drive, Miami Lakes, FL 33016
Javier Cruz - 8833 NW 189 Terrace, Miami, FL 33018

Addenda No(s) 1 received and attached hereto.

END OF SECTION

amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Tasco Engineering, as "Principal" herein has caused these presents to be signed in its name, by its Secretary under its corporation seal, and the said Western Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, and attested by its See attached Power of Attorney, under its corporate seal, this 31 day of August, A.D., 2009.

ATTEST:

Kimberly Champion
[Signature]

Tasco Engineering

BY: [Signature] Secretary (Title)
(Principal)

ATTEST:

See attached Power
of Attorney

Western Surety Company

BY: [Signature]
(Surety) Attorney-in-Fact
Shawn Burton

(Attorneys-in Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gerald J Arch, Shawn Alan Burton, James F Murphy, Joanne M Mursell, Individually

of Fort Lauderdale, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 13th day of May, 2008.



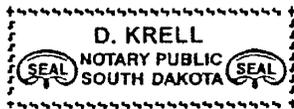
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of May, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of August, 2009.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

AGREEMENT ("CONTRACT")

BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is dated as of the _____ day of _____ in the year 20__ (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay (hereinafter called "OWNER" or "VILLAGE") and _____ (hereinafter called "CONTRACTOR").

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

Article 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construct various drainage improvements for the Village (Contract No. 2009-PW-104) at five (5) locations identified in the attached drawings. The Project shall include but not be limited to drainage improvements and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the contractor. Construction of this Project will require close coordination with the Village and Engineer.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")
VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE III (the "Project")**

Article 2. ENGINEER. The Project has been designed by the following:

ENGINEER

Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
901 Ponce de Leon Blvd., Suite 900
Coral Gables, Florida 33134
Phone: (305) 445-2900

who is hereinafter called "ENGINEER" and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed within 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Time commences to run.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Schedule of Values provided for payment request purposes in current funds as follows:

Contract Price \$ _____

Contract Price (in words) _____

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Application for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 14.01 of the General Conditions and the requirements of the Contract Documents.

5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

5.2. Final Payment. Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

Article 6. INTEREST. Not Applicable

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself 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 in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material

errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 7.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has correlated and considered the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents and in reaching the Contract Price and Contract Time.
- 7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR. CONTRACTOR shall not rely on any conflicts, errors or discrepancies that

CONTRACTOR knew or should have known exist in the Contract Documents as a basis for a claim for an extra to the Contract Price or Contract Time.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consist of the following:

- 8.1. This Contract (pages 1 to 7, inclusive)
- 8.2. Exhibits to this Contract
- 8.3. Performance and Payment Bonds
- 8.4. Notice of Intent to Award
- 8.5. General Conditions (pages 1 to 40, inclusive)
- 8.6. Supplementary Conditions (pages 1 to 16, inclusive, and all Exhibits to the Supplementary Conditions)
- 8.7. Specifications bearing the
Engineer's Project No. 01632-010
- 8.8. Drawings bearing the following general title:
Villagewide Drainage Improvements – Phase III
- 8.9. Addenda
- 8.10. CONTRACTOR'S BID
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Intent to Award
- 8.12. Any Modifications, including Change Orders, duly delivered after execution of the Contract.
- 8.13. Advertisement for Bids.
- 8.14. Contractor Affidavit and Partial Release (Appendix A)
- 8.15. Contractor Affidavit and Final Release (Appendix A)
- 8.16. Waiver and Release of Lien Upon Progress Payment (Appendix A)
- 8.17. Waiver and Final Release of Lien (Appendix A)
- 8.18. Project Dispute Resolution Protocol (Appendix A)

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9. MISCELLANEOUS

- 9.1. Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto 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. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. This Contract may be executed in counterparts.
- 9.5. Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.
- 9.6. The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7. OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

IN WITNESS WHEREOF, the parties hereto have signed 6 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER
Village of Palmetto Bay _____

CONTRACTOR

ADDRESS
8950 SW 152nd Street _____
Palmetto Bay, FL 33157 _____

ADDRESS

BY _____

BY _____

Print Name

Print Name

Title

Title

WITNESS _____

WITNESS _____

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION



Engineers
Architects
Planners

September 9, 2009

Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, FL 33157
Phone (305) 259-1234

**Attention: Corrice Patterson
Public Works Director**

**Reference: Village of Palmetto Bay
Village-wide Drainage Improvements Phase III
C3TS Project No. 01632-010**

Dear Ms. Patterson:

We have checked the bids submitted for the above-mentioned project. The bid from the apparent low-bidder, ABK Construction, Inc., was evaluated for its completeness and the bid was accompanied by proper bid security. The bid did not include three (3) similar projects constructed within the last five (5) years by the company. We therefore consider the bid to be non-responsive. In addition, the bidder is a new corporation with no previous experience in providing this type of work. We therefore consider the bidder to be not responsible. For these reasons, we do not recommend ABK Construction, Inc. for the work.

We reviewed the next apparent lowest bidder, Tasco Engineering Group, Inc., and the bid was accompanied by proper bid security. We spoke with the company regarding their bid and its completeness as well as applicable work experience. They have confirmed their confidence in their bid amount. The previous work experience provided to us was confirmed and it demonstrated their ability to complete jobs of comparable scope, size and duration within the required budget. The references provided in their bid produced positive feedback and further qualified their competence in completing projects of this nature.

Based on our findings, it is our opinion that this Engineering Contractor is qualified and capable of performing the work. Therefore, we recommend that the project be awarded to the lowest responsible responsive bidder, Tasco Engineering Group, Inc., in the amount of \$140,845.00. The award is subject to acceptance by the Village Council, execution of the Contract Agreement, submittal by the Engineering Contractor of the required Performance and Payment Bonds, and Certificate of Insurance.

Sincerely,

Corzo Castella Carballo Thompson Salman, P.A.

Sean Compel, P.E.
Associate

Attch: Bid Tabulation

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